

SERVICES AGREEMENT

1. **DEFINITIONS.** The definitions for some of the defined terms used in this Agreement are set forth below. The definitions for other defined terms are set forth elsewhere in this Agreement. All capitalized terms not defined herein have the meanings set forth in the Order Form.
 - 1.1. **"Affiliate"** means any entity that, directly or indirectly, Controls, is Controlled by, or is under common Control with, a specified entity. For purposes of this definition, "control" or "controls" and the formatives "controlled" mean the possession, directly or indirectly, of twenty five percent (25%) or more of the equity interests of another entity or the power otherwise to direct or cause the direction of the management and policies of such other entity, whether through ownership of voting securities, by contract, or otherwise.
 - 1.2. **"Agreement"** means this Services Agreement, the Order Form, and any statements of work, addenda, or other exhibits attached hereto or thereto.
 - 1.3. **"Customer"** means the customer identified on the Order Form.
 - 1.4. **"Customer Data"** means any data provided by Customer in connection with using the Sphere Services, as well as any modifications or updates thereto that may be generated in connection with such person's use of the Sphere Services, and, to the extent applicable, End User Data.
 - 1.5. **"Customer Platform"** means the platform, services, or application operated by or on behalf of the Customer which permits End Users to access the Customer Services.
 - 1.6. **"Customer Services"** means the services made available to End Users pursuant to the Customer Platform, which, among other things, permits End Users to make payments for goods and services.
 - 1.7. **"End Users"** means end users of the Customer or user of Customer Platform that is granted access to Sphere Services or Licensed Services through Sphere Services, in each case, whether directly or through Customer Platform.
 - 1.8. **"End User Agreement"** means the agreement governing the End User's use of the Licensed Services and/or Sphere Services provided to End User by Sphere or Licensed Services Provider, which may include the Licensed Services Addendum, in each case, as provided by Sphere to Customer from time to time.
 - 1.9. **"End User Data"** means any data provided to Sphere or its Affiliates by End User in connection with the Sphere Services, as well as any data related to End User that is obtained by Sphere or its Affiliates in connection with Customer's or End User's use of Sphere Services.
 - 1.10. **"Initial Term"** has the meaning set forth in the Order Form.
 - 1.11. **"Integrator"** means any Customer or third party that (a) integrates or uses, or plans to integrate or use, Sphere's API in its own products or services, and (b) requires its customers to agree to this Agreement, including by incorporating or linking to it, such that such customers are bound by its terms.
 - 1.12. **"Licensed Services"** means the provision of money services business offerings, money transmission, prepaid access services, or other similarly regulated financial products or services.
 - 1.13. **"Licensed Services Addendum"** has the meaning set forth in the Order Form.

- 1.14. “Licensed Services Provider”** means the Licensed Services Provider identified on the Order Form, which may be amended or modified from time to time.
- 1.15. “Nested Services”** means (a) a payment or payment instruction provided by Customer or End User (or any agent, representative, or third-party acting on behalf of Customer or End User) (i) that relates to more than one underlying transaction or party (other than Customer or a direct End User); (ii) where, in the case of receipt of funds, the ultimate beneficiary of the transaction is not the Customer or End User; or (iii) where, in the case of sending of funds, the funds do not belong exclusively to the Customer or End User; (b) Customer or End User making available, whether directly or indirectly, Sphere Services or Licensed Services to another financial institution (including non-bank financial institution, whether licensed or unlicensed) as further restricted in Section 2.6.
- 1.16. “Order Form”** means the order form that Customer and Sphere have agreed to, pursuant to which Sphere grants Customer the right to access and use the Sphere Platform and Sphere Services in accordance with the terms of this Services Agreement. Each Order Form will form part of this Services Agreement and be subject to the terms and conditions contained herein.
- 1.17. “Party”** refers to Sphere and Customer individually, and **“Parties”** refers to Sphere and Customer collectively.
- 1.18. “Person”** means an individual, partnership, corporation, limited liability company, trust, joint venture, association, unincorporated organization, government agency, or political subdivision thereof or other entity.
- 1.19. “Records”** means and shall include, but not be limited to, any End User Terms, Customer Terms, End User application for Customer’s, Sphere’s or Licensed Services Provider’s services, change-of-terms notices, any other agreement, document, End User communication or statement related to the Sphere Services or Licensed Services, copies of notices, transaction data, Transaction ledgers, daily entries of activity (beginning balance, daily transactions, and ending balance) related to Sphere Services or Licensed Services, as applicable, all data or other information required for Sphere to reconcile accounts or Transactions or substantiate information concerning fees, transactions, authorizations, notices, disclosures, or Settlement, all information required to be maintained by Sphere in connection with Sphere Services or Licensed Services and any other information or data required by Sphere, any regulatory authority (including, but not limited to, customer identification and know your customer information), and any other records or documentation (including computer tapes, magnetic or electronic files, and information in any other format) related to Sphere Services or Licensed Services. Records shall also include the name, address, date of birth and taxpayer identification number (or Social Security Number) of each End User.
- 1.20. “Sphere”** means the Sphere Contracting Entity as identified on the Order Form.
- 1.21. “Sphere Platform”** means the proprietary platform offered by Sphere as identified in the Order Form.
- 1.22. “Sphere Privacy Policy”** means Sphere’s privacy policy available at <https://spherepay.co/legal/privacy>.

- 1.23. “**Sphere Services**” means the services to be provided by or on behalf of Sphere as identified in the Order Form.
- 1.24. “**Sphere Terms of Service**” means Sphere's online terms of service available at <https://spherepay.co/terms>.
- 1.25. “**Start Date**” has the meaning set forth in the agreement the Integrator signs with its customers..
- 1.26. “**Transaction**” means a transaction, utilizing the Sphere Services or any Licensed Services made available through or by Sphere or otherwise submitted to Sphere through any means made available by Sphere, by or on behalf of, as applicable, Customer or an End User, and any transaction submitted by any Person purporting to be, as applicable, Customer or End User, to the extent such transaction was provided submitted using credentials, the contact information (e.g., phone number) or the account of Customer or End User maintained or provided by Sphere or Licensed Services Provider.

2. SPHERE SERVICES

2.1. Scope of Services

2.1.1. Sphere permits Customer to:

2.1.1.1. Create a Sphere Platform account (“**Customer Account**”);

2.1.1.2. Use the Sphere Services to access Licensed Services in order to process payments, subject to the terms set forth herein, the Sphere Terms of Service and the Licensed Services Addendum.

2.1.2. The Parties agree that Sphere shall use commercially reasonable efforts to enable Customer to have access to the payment methods as agreed upon on the Order Form or made available by or through Sphere from time to time, subject to the terms of this Agreement and Licensed Services Addendum (each a “**Payment Method**”).

2.1.3. Sphere does not provide Licensed Services. Any Licensed Services accessed through the Sphere Platform or by Sphere are provided by the Licensed Services Provider. Customer’s access and use of Licensed Services may be subject to additional terms and conditions, as set forth in the Order Form. Customer may be required to enter into additional agreements directly with the Licensed Service Provider and, upon Sphere’s request, Customer shall enter into such additional agreements within a reasonable time as determined by Sphere. Sphere is not responsible for any act or omission of the Licensed Services Provider or for any other aspect of the Licensed Services. TO THE EXTENT PERMITTED BY APPLICABLE LAW, SPHERE DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, AND SHALL NOT HAVE ANY LIABILITY, WITH RESPECT TO THE LICENSED SERVICES.

2.2. Customer Onboarding. Customer must satisfy Sphere or its Affiliates’ requirements for identity verification at all times during the Term, including but not limited to “Know Your Customer” (“**KYC**”) procedures, and shall provide to Sphere all information requested by Sphere or its Affiliates for such purpose. Customer represents and

warrants that any information that Customer provides to Sphere about Customer is accurate and complete and for purposes of complying with any relevant anti-money laundering and antifraud laws (e.g., U.S. Bank Secrecy Act). For the purposes of keeping Sphere's KYC review accurate and complete, the Customer assents to keeping this information up-to-date at all times, should there be relevant updates or inquiries. Failure to do so may result in termination of the Agreement by Sphere at any time.

2.3. Obligations Regarding End Users. If Customer is not the direct beneficiary and user of the Sphere Services and/or Licensed Services or if Customer allows any Person (other than Customer) (such Person to be considered an End User for purposes hereof) to access the Sphere Services or Licensed Services in connection with or through Sphere Services, the following terms apply:

2.3.1. Sphere may permit Customer to allow End Users to access or utilize Licensed Services via the Sphere Platform, which may include sending payments in fiat or virtual currency through the Licensed Services Provider to financial institutions that will deposit the fiat or virtual currency equivalent minus fees into recipient U.S. bank accounts or wallets.

2.3.2. As between the Parties, Customer is solely liable for the fulfillment of Customer's obligation to End Users, including but not limited to: delivering Customer Services as described and within the agreed-upon time frame; providing accurate and clear information regarding features, benefits, limitations, and associated risks of the Customer Services; ensuring that the Customer Services meets quality standards and are free from defects; protecting the privacy and personal data of the End Users in accordance with applicable laws and regulations; adhering to truthful advertising and marketing practices within relevant standards; ensuring compliance with local laws and regulations, especially with consideration to Customer's own obligations if relevant to identity verification, anti-money laundering, and anti-fraud in the context of fiat and virtual currency; providing timely and clear communication about any changes, updates, or discontinuations related to the Sphere Services made available to End Users; and taking appropriate measures to ensure the safety and security of End Users.

2.3.3. Customer must ensure each Sphere Services and Licensed Services are only made available to End Users that have satisfied the KYC process and other verification procedures as defined by Sphere and approved by Sphere.

2.3.4. End Users accessing the Sphere Services must consent to Sphere Terms of Service and, where relevant, agree to any additional terms and conditions of the Licensed Services Provider. Customer shall comply, and shall ensure each End User complies, with any agreement with Licensed Services Provider, including the Licensed Services Addendum, and Customer shall indemnify, defend, or hold harmless Sphere and its Affiliates from any liabilities, losses, fines, penalties, costs, and expenses, including reasonable attorneys' fees ("**Losses**") related to or arising out of any failure of Customer or End User to comply with any agreement with Licensed Services Provider, including the Licensed Services Addendum, or the Sphere Terms of Service. Customer shall ensure each End User complies with Sphere Requirements, and shall indemnify Sphere and its Affiliates for any Losses related to End User's failure to comply with Sphere

Requirements. Amounts owing to Sphere hereunder shall be paid immediately upon written demand for indemnification containing in reasonable detail the facts giving rise to such Losses.

- 2.3.5. Customer is solely responsible for any Losses Sphere may incur in connection with an End User, except for any Losses that arise as a direct and sole result of Sphere's gross negligence or willful misconduct, and Customer must enter into an agreement with each End User setting forth the terms of the Customer Services ("**Customer Terms**"). Customer shall ensure Customer Terms do not result in liability to an End User for Sphere under Customer Terms and include enforceable provisions that release Sphere from any liability to End User under the Customer Terms. Customer is solely responsible for capturing End User's agreement to Customer Terms, Sphere Terms of Service, and Sphere Privacy Policy prior to providing such End User with access to any Customer Services that contain or otherwise incorporate the Sphere Services or Licensed Services.
- 2.3.6. Customer is required to (i) provide clear and easily understood disclosures to End Users regarding their use of the Sphere Services and (ii) send all necessary notifications to End Users related to their use of the Sphere Services (including through the Customer Services), including Transaction notifications, as applicable. Customer shall provide any notice to End Users required by Sphere in accordance with the instructions provided by Sphere from time to time. Customer shall ensure that each End User enters into a valid and enforceable End User Agreement, and that End User's consent to the End User Agreement complies with applicable law, including laws governing or related to trade practices and electronic signatures.
- 2.3.7. Customer must take all necessary steps to ensure that End Users' activities using the Sphere Services and Customer Services do not violate applicable law, this Agreement or the Sphere Terms of Service. Customer is responsible for monitoring and detecting illegal, fraudulent, deceptive, or otherwise suspicious activities associated with an End User. Customer must notify Sphere immediately at support@spherepay.co if Customer detects illegal, fraudulent, deceptive, unusual, or otherwise suspicious activity associated with an End User.
- 2.3.8. Customer understands and agrees that Sphere may, with or without notice, decline, restrict, or otherwise limit any transaction and/or the ability of Customer or an End User to use the Sphere Services in accordance with Sphere's risk management policies. Sphere shall not be liable to either Customer or End User for any such suspension or restriction.
- 2.3.9. As between Sphere and Customer, Customer agrees that it shall be responsible for and liable to Sphere and its Affiliates, and shall indemnify Sphere and its Affiliates for, for all expenses, costs and Losses incurred by Sphere or Licensed Services Provider in connection with (a) over-limit processing (such limit that may be provided to Customer by Sphere from time to time), (b) any Transactions or transaction initiated through the Sphere Services, including End User fraud, any unauthorized transaction and any transaction initiated by any Person purporting to be the Customer or End User, (c) under-floor-limit processing (such limit that may be provided to Customer by Sphere from time to time), or (d) Sphere's efforts at fraud remediation or unauthorized transaction recovery, except for those costs and expenses incurred as a direct and sole result of Sphere's gross negligence or

willful misconduct. Customer shall use reasonable efforts to assist with the location and prosecution of the perpetrator of any such unauthorized activity or fraud, and shall bear its own costs and expenses in connection therewith. Notwithstanding anything to the contrary and for the avoidance of doubt, Customer agrees that it shall be responsible for and liable to Sphere for all expenses associated with, and any Losses attributable to, Transactions, End User transactions, including End User negative balances and unauthorized transactions, and all compromised accounts, including any fraud losses in connection with the accounts, payment instructions or payment orders, "errors" (as defined by Regulation E), and all fraudulent or unauthorized transactions related to the services contemplated hereunder. Amounts owing to Sphere under this Agreement shall be paid immediately upon written demand containing in reasonable detail the facts giving rise to any losses and amounts due hereunder.

- 2.3.10. Customer acknowledges and agrees that the use of Sphere Services is subject to Customer's and its End Users' compliance with applicable laws and regulations, as well as Sphere's risk management policies. Sphere reserves the right to decline, restrict, or limit any transaction and/or the ability of the Customer or an End User to use the Sphere Services at any time, at its sole discretion. The businesses that customers of Sphere cannot support are listed here, and may be updated. The countries that customers of Sphere cannot support are listed here and may be updated. Customer covenants and agrees that neither Customer nor any End User accessing the Sphere Services does not and will not provide the services of a prohibited business or country.
- 2.3.11. Without limiting anything set forth hereunder, Customer shall (a) monitor usage of products and services offered to each End User; (b) immediately report any unusual or suspicious activities to Sphere; (c) take appropriate steps to prevent or stop such fraudulent and/or suspicious activity; and (d) if required by Sphere, immediately terminate an End User's access to the Sphere Services. Customer shall identify and immediately report to Sphere any activity that suggests or indicates potential money laundering or other potential criminal activity, does not appear to have a valid business purpose, is not consistent with the activities expected of an End User, or that appears to be or is fraudulent or suspicious. Notwithstanding anything to the contrary, Sphere may, without notice, restrict or terminate Customer's ability to open or maintain a Sphere Account or access Sphere Services.

2.4. Sphere Transactions.

- 2.4.1.1. As part of the Sphere Services, to the extent permitted by Sphere, Customer may accept payment from End Users or other Sphere approved customers of Customer using various Payment Methods by submitting Transactions through the Sphere Platform. All Payment Methods have specific requirements for their acceptance and use, which Customer agrees to comply with. These requirements may be incorporated into the Sphere API and other Sphere technology or channel made available through the Sphere Platform or otherwise, and may be described in the documentation made available by Sphere related to the Sphere Platform or Sphere Services. To the maximum

extent permitted by law, Customer shall be liable for all Transactions it submits to Sphere or Licensed Services Provider, and shall hold harmless and indemnify Sphere and its Affiliates for any Losses associated with any Transaction.

2.4.1.2. To initiate a Transaction through the Sphere Services, Customer will submit Transaction instructions through the Sphere Platform or any other channel provided or approved by Sphere. Sphere will then provide such Transaction instructions to the Licensed Services Provider, which will execute the transfer of funds consistent with such instructions.

2.4.1.3. To the extent Sphere makes available services that facilitate the purchase of virtual currency or initiate a Transaction with or funded by credit, debit or prepaid cards ("**Card Services**"), Customer must agree to any terms and conditions provided to such Customer by Sphere from time to time, and shall ensure, if required by Sphere, that each End User consents to any terms required by Sphere to use such services. Without limiting the preceding sentence, when using Card Services, (i) Customer must comply with all applicable payment card network rules then in effect, including the Visa Rules specified by Visa, the Mastercard Rules specified by Mastercard, and the American Express Merchant Operating Guide specified by American Express. Transactions must be limited to purchases of non-restricted goods and services identified by Sphere and its Affiliates and (ii) Customer may only accept card Transactions in locations authorized by Sphere and its Affiliates and the applicable payment card network. The payment card networks may request information and certification relating to Customer's location and goods and services, and make a final determination of Customer's location and goods and services. Customer must prominently and clearly disclose Customer's name, address, and country location to End Users at some point before End Users are prompted to provide payment card information. This can be on Customer's website, application, or other online flow that End Users must go through. Customer must ensure that End Users understand that Customer is responsible for the Transactions being correctly submitted to Sphere. After Customer submits Transactions to Sphere, Sphere may submit these Transactions to its relevant Affiliates or the Licensed Services Provider to complete the Transaction. Customer must not act as or hold themselves out as a payment facilitator, intermediary, aggregator, or otherwise resell the Sphere Platform without previous agreement or approval from Sphere.

2.4.1.4. Customer's acceptance and use of a Payment Method is subject to Sphere's policies and procedures, which are incorporated into this Agreement by reference (the "**Payment Method Rules**"). Using the Sphere Services to accept a Payment Method or submit a Transaction constitutes Customer's acceptance of the applicable Payment Method Rules. In the event of any inconsistency between any provision of this Agreement and the Payment Method Rules, the Payment Method Rules will prevail to the extent of the inconsistency. The Payment Method Rules may be amended from time to time. Customers continuing use of the applicable Sphere Services constitutes their agreement to those amended terms.

- 2.5. Additional Terms Governing Proprietary Use by Customer.** In addition to all other terms of this Agreement, if Customer is the beneficiary and user of the Sphere Services and/or Licensed Services or if Customer submits, requests or processes a Transaction for its own benefit, the following terms apply:
- 2.5.1. Customer is solely liable for Customer Services and ensuring it and Customer Services comply and are in compliance with local laws and regulations. Customer shall comply with any agreement with Licensed Services Provider, including the Licensed Services Addendum, and Customer shall indemnify, defend, or hold harmless Sphere and its Affiliates from any Losses related to or arising out of any failure of Customer to comply with any agreement with Licensed Services Provider, including the Licensed Services Addendum, or the Sphere Terms of Service. Amounts owing to Sphere hereunder shall be paid immediately upon written demand for indemnification containing in reasonable detail the facts giving rise to such Losses.
 - 2.5.2. Customer understands and agrees that Sphere may, with or without notice, decline, restrict, or otherwise limit any transaction and/or the ability of Customer to use the Sphere Services in accordance with Sphere's risk management policies. Sphere shall not be liable to Customer for any such suspension or restriction.
 - 2.5.3. Customer agrees that it shall be responsible for and liable to Sphere and its Affiliates, and shall indemnify Sphere and its Affiliates, all expenses, costs and Losses incurred by Sphere or Licensed Services Provider in connection with (a) over-limit processing (such limit that may be provided to Customer by Sphere from time to time), (b) any Transactions or transaction initiated through the Customer Account and any unauthorized transaction initiated by any Person purporting to be the Customer, (c) under-floor-limit processing (such limit that may be provided to Customer by Sphere from time to time), or (d) Sphere's efforts at fraud remediation or unauthorized transaction recovery, except for those costs and expenses incurred as a direct and sole result of Sphere's gross negligence or willful misconduct. Customer shall use reasonable efforts to assist with the location and prosecution of the perpetrator of any such unauthorized activity or fraud, and shall bear its own costs and expenses in connection therewith. Amounts owing to Sphere under this Agreement shall be paid immediately upon written demand containing in reasonable detail the facts giving rise to any losses and amounts due hereunder.
 - 2.5.4. Customer acknowledges and agrees that the use of Sphere Services is subject to Customer's compliance with applicable laws and regulations, as well as Sphere's risk management policies. Sphere reserves the right to decline, restrict, or limit any transaction and/or the ability of the Customer to use the Sphere Services at any time, at its sole discretion. The businesses that customers of Sphere cannot support are listed here, and may be updated. The countries that customers of Sphere cannot support are listed here and may be updated. Customer covenants and agrees that Customer is not accessing the Sphere Services does not and will not provide the services of a prohibited business or country.
- 2.6.** Customer shall not facilitate, and shall ensure no End User facilitates, Nested Services in connection with Sphere Services or Licensed Services. Customer shall ensure that any transaction for which Sphere or Licensed Services Provider settles

or processes under this Agreement, the Sphere Terms of Service or the Licensed Services Addendum or in connection with an End User transaction must be conducted for the benefit of and by only Customer or End Users, unless otherwise approved in writing by Sphere. Customer may not offer any Sphere Services to, or use Sphere Services in connection with providing its services to, any financial institution (including non-bank financial institution, whether licensed or unlicensed), except as approved in writing by Sphere.

- 2.7. Sphere may provide Customer with policies, procedures, and documented requirements related to the use of its services or Licensed Services (as amended from time to time, the “**Sphere Requirements**”), and Customer shall comply with all Sphere Requirements.

3. INTEGRATION.

- 3.1. The Parties will mutually agree on how to integrate the Customer Platform with the Sphere Services, which may be through the use of an API, Sphere Checkout Frontend, Sphere On/Offramp Frontend, software development kits, or other methods. The Parties shall mutually agree in good faith and in writing on further specifications and requirements, and related tasks and deliverables in connection with such integration.

4. SUPPORT, DISPUTES, ERROR RESOLUTION

- 4.1. Sphere will use commercially reasonable efforts to provide Customer support to Customer for Sphere Services, subject to the terms of this Agreement.
- 4.2. Customer is solely responsible for providing customer support for End Users, and resolving all End User disputes related to the Customer Services and the Sphere Services (“**End User Disputes**”). Customer shall notify Sphere of any End User Disputes in a manner and format required by Sphere, from time to time. Customer shall maintain a log and audit trail of End User Disputes and responses. The log will include all information required by Sphere and will be in a form and manner determined by or acceptable to Sphere. Customer shall advise Sphere of the results of any investigation relating to an End User Dispute and provide, upon request, an audit trail of information pertinent to the matter (such information to include, but not be limited to, a copy of the End User Dispute, any response provided to an End User related to the End User Dispute and any other correspondence from such End User), all within any timeframes required by applicable law or as otherwise as required by Sphere. The audit trail of information shall be sufficiently detailed to allow Sphere to fully respond to a regulatory authority or Licensed Services Provider if such party makes an inquiry about an End User Dispute or to otherwise allow Sphere to ensure Customer resolved the End User Dispute in compliance with applicable law and the instructions of Sphere. Customer shall catalog and maintain copies of all End User Disputes, and responses thereto for the period required by applicable law or such longer period as specified by Sphere in a written notice to Customer. Customer shall provide Sphere with a summary of all End User Disputes in the form and manner determined by or acceptable to Sphere. Sphere (i) shall have access at all times to pending and closed End User Disputes and responses, and (ii) in Sphere’s sole

discretion, may audit a reasonable number of such End User Disputes. Customer shall cooperate in good faith and provide such assistance, at Sphere's request, to permit Sphere to promptly resolve or address any investigation, proceeding or complaint directed against Sphere. Sphere has no obligation to provide support to an End User that contacts Sphere regarding an End User Dispute, and will not provide support unless explicitly requested by Customer and agreed upon by Sphere.

- 4.3. Customer must contact Sphere immediately at: support@spherepay.co if Customer believes that: (i) the Customer Account has been accessed without Customer's authorization; (ii) a Transaction has occurred that neither Customer nor Customer's End User authorized; or (iii) a Transaction has been processed incorrectly to or from the Customer Account.

5. CUSTOMER DATA; PRIVACY.

- 5.1. Access to Data. To enable Sphere to provide the Sphere Services, Customer agrees to give Sphere access to Customer Data through the delivery mechanism agreed upon by the Parties. Customer agrees Sphere has rights to use the Customer Data in accordance with its [Privacy Policy](#). Customer shall ensure Customer Data is accurate, complete and true, and Customer acknowledges and agrees that Sphere may rely on such Customer Data without further investigation or inquiry. Customer shall provide any Customer Data requested by Sphere from time to time in accordance with the instructions and timings required by Sphere.
- 5.2. Consents: Privacy Policy. Customer must provide all notices, obtain all consents, and take all other steps that may be required by applicable laws to allow Sphere to receive, process, and use Customer Data in accordance with the Agreement and its [Privacy Policy](#). Without limiting the foregoing, Customer represents and warrants that it shall provide to its End Users with [Privacy Policy](#) and a legally compliant and accurate privacy policy governing Customer's use of End Users' information, such policy to include all notices, disclosure, and consents necessary for Customer's use of the Sphere Services and Sphere's performance hereunder. Customer shall promptly notify Sphere in writing of any changes to its privacy policy that would affect the Sphere Services or Customer's performance under this Agreement. End User Data shall be considered Confidential Information of Sphere.
- 5.3. Security. Customer is responsible for: (a) the security of all data in its possession or control; (b) maintaining appropriate organizational and technical measures designed to safeguard all data; and (c) complying with applicable law in connection with its data handling and management practices. Customer is responsible for maintaining commercially reasonable data security controls designed to protect and secure data from unauthorized use, access, or disclosure. Customer agrees to provide Sphere with reasonably requested evidence to demonstrate Customer's compliance with this Section 5 upon request by Sphere or law enforcement.
- 5.4. Security Incident. In the event Customer suffers unauthorized access to or use of End User Data, Customer will notify Sphere in writing as soon as reasonably practicable, but in no event later than forty-eight (48) hours (or such shorter

timeframe if required under applicable law), after such incident is discovered by Customer, unless prohibited by applicable law. Such notification will include, to the extent known at the time of such notice and unless otherwise prohibited by applicable law, (i) a description of the facts and circumstances surrounding such incident and the known effects thereof on Customer; (ii) End User Data that was subject to such incident; and (iii) the corrective actions taken or to be taken by Customer in response to such incident. In the event of any such incident, Customer will promptly use its best efforts to prevent a recurrence of any such incident. Customer agrees to cooperate in good faith with Sphere in handling such incident, including assisting with any investigation and, unless prohibited by applicable law, making available records, logs, files, data reporting and other materials reasonably requested by Sphere or required to comply with applicable law. Sphere shall have final approval over any notice to End Users regarding any such incident, such approval not to be unreasonably withheld, conditioned or delayed.

5.5. Permitted Data Uses. Customer acknowledges and agrees that Sphere may aggregate, deidentify, or anonymize Customer Data so it no longer constitutes “personal information” or “personal data” under applicable data privacy laws, and may use such aggregated, de-identified, or anonymized data to train, develop, improve, or otherwise enhance Sphere’s products or services, including the Sphere Platform. Sphere will not attempt to or actually or directly re-identify any previously aggregated, de-identified, or anonymized data.

5.6. Records. Customer shall make the Records available to Sphere, and shall provide Sphere with access to the Records at all times throughout the Term of this Agreement and for ten (10) years thereafter. Customer shall provide Sphere with real time access to the Records and with the ability to make reports of the Records in real time.

6. FEES; PAYMENT.

6.1. Fees. Customer shall pay the fees indicated in the Order Form in accordance with the payment terms set forth therein.

6.2. Taxes. Each Party will be responsible for any taxes based on its income and receipts. As between the Parties, Customer is responsible for all sales, use, ad valorem and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, multinational or local governmental regulatory authority on any amount payable in connection with Customer’s or End Users use of the Sphere Services, if any. Without limiting the foregoing, in the event that Customer is required to deduct or withhold any taxes from the amounts payable to Sphere hereunder, Customer will pay an additional amount so that Sphere receives the amounts due to it hereunder in full, as if there were no withholding or deduction.

7. LIABILITY FOR TRANSACTIONS

7.1. As between the Parties, Customer is solely responsible for Transactions, including any End User Transaction, Transaction purportedly submitted by End User, fraudulent activity, fees, claims, fines, penalties, and other liabilities incurred by Sphere, Licensed Services Provider, or other customers, or any breach of this

Agreement, Sphere Terms of Service, or any agreement with Licensed Services Provider, including the Licensed Services Addendum.

- 7.2. Customer shall adopt, implement, and maintain fraud monitoring practices consistent with customary, reasonable, and usual standards of fraud monitoring practices for well-managed, regulated financial institutions that originates or offers accounts and services that are similar to Sphere Services or Licensed Services. Customer shall identify and immediately report to Sphere any activity that suggests or indicates potential money laundering or other potential criminal activity, does not appear to have a valid business purpose, is not consistent with the activities expected of the Customer Account, or that appears to be or is fraudulent or suspicious.
- 7.3. Notwithstanding anything to the contrary, Sphere may, without notice, restrict or terminate Customer's ability to open or maintain a Sphere Account or access Sphere Services.

8. INTELLECTUAL PROPERTY

- 8.1. License. Subject to Section 8.4 (Restrictions), Sphere grants to Customer a limited, nonexclusive, non-transferable right to access and use the Sphere Services, solely for Customer's internal business purposes (which, if applicable, includes use for the benefit of End Users and to permit End Users to access and use the Sphere Services as part of such End User's use of the Customer Services). To the extent the Sphere Services include access to the Sphere Platform, subject to the terms of this Agreement, including Section 8.4 (Restrictions), on or as soon as reasonably practicable after the Start Date, Sphere shall provide to Customer the access protocols to allow Customer to access the Sphere Platform and Customer shall comply with such protocols. Sphere grants Customer a nonexclusive, royalty-free, non-transferable, non-sublicensable license during the Term to access and use the Sphere Platform (including via API), solely for Customer's internal business purposes (which, if applicable, includes use for the benefit of End Users and to permit End Users to access and use the Sphere Platform as part of such End User's use of the Customer Platform). Customer will use commercially reasonable efforts to prevent unauthorized access to, or use of, the access protocols and Sphere Platform, and Sphere Services, and notify Sphere promptly of any such unauthorized use known to or reasonably suspected by Customer. This license may be immediately revoked or terminated by Sphere if Customer shares Customer's credentials with any third party (other than third party service providers who need such information in order to perform services for Customer) or if such credentials are compromised or if Customer breaches this Agreement or any agreement with Licensed Services Provider, including the Licensed Services Addendum.
- 8.2. Authorized Users. Customer will not allow any person other than its employees or contractors authorized to use the Sphere Services on behalf of and for the benefit of Sphere in accordance with this Agreement ("**Authorized Personnel**") and End Users (collectively, "**Authorized Users**"). Customer may permit Authorized Users to use the Sphere Services, provided that Customer ensures each Authorized User complies with all applicable terms and conditions of this Agreement, and Customer

is responsible for acts or omissions by Authorized Users in connection with their use of the Sphere Services. Customer will, and will require all Authorized Personnel to, use all reasonable means to secure user names and passwords, hardware and software used to access the Sphere Services in accordance with customary security protocols, and will promptly notify Sphere if Customer knows or reasonably suspects that any user name and/or password has been compromised.

- 8.3. Sphere IP.** Sphere is the exclusive owner of, and hereby retains all right, title, and interest in and to Sphere Platform and Sphere Services. Except as specifically provided herein, Sphere does not grant to Customer any right or license, express or implied, in the Sphere Services, the Sphere Platform, or any other Sphere intellectual property rights. Unless otherwise expressly specified in a schedule, Sphere hereby retains all right, title, and interest in and to any deliverables under a schedule, including all intellectual property rights therein and thereto.
- 8.4. Restrictions.** Customer will not at any time and will not permit any person (including, without limitation, Authorized Users) to, directly or indirectly: (i) reverse engineer, disassemble, decompile, or otherwise attempt to derive source code from the Sphere Platform or Sphere Services; (ii) make the Sphere Platform or Sphere Services available to any third parties other than as expressly permitted in this Agreement; (iii) modify, adapt, translate, or create derivative works based on or information accessed from the Sphere Platform or Sphere Services except as may be expressly permitted by this Agreement; (iv) reproduce any portion of the Sphere Platform or Sphere Services except as expressly permitted herein; (v) employ any automated process implementing a bot or web crawler for copying or extracting data through the Sphere Platform or Sphere Services (e.g., web scraping or data scraping); (vi) use the Sphere Platform or Sphere Services to create a product or services that competes with, is similar to, or would serve as a substitute for the Sphere Platform or Sphere Services; or (vii) otherwise use the Sphere Platform or Sphere Services in any manner that exceeds the scope of use permitted under this Agreement.
- 8.5.** In the event that Sphere reasonably determines that the Sphere Platform or Sphere Services is likely to be the subject of a Claim of infringement, violation, or misappropriation of third-party rights, Sphere shall have the right (but not the obligation), at its own expense and option, to: (i) procure for Customer the right to continue to use the Sphere Platform as set forth hereunder; (ii) replace the infringing components of the Sphere Platform with other components with the same or similar functionality that are reasonably acceptable to Customer; or (iii) suitably modify the Sphere Platform or Sphere Services so that it is non-infringing and reasonably acceptable to Customer. If none of the foregoing options is available to Sphere on commercially reasonable terms, Sphere may terminate this Agreement without further liability to Customer. This section states Customer's sole and exclusive remedy, and Sphere's sole and exclusive liability, regarding infringement, violation, or misappropriation of any intellectual property rights of a third party.

9. CONFIDENTIALITY.

- 9.1. General. Each Party acknowledges that it shall receive Confidential Information of the other Party.
- 9.2. Confidential Information. “**Confidential Information**” means (i) information provided to a Party (the “**Receiving Party**”) by the other Party (the “**Disclosing Party**”) in connection with this Agreement, or (ii) information about Disclosing Party or its affiliates or their respective businesses or employees that is obtained by the Receiving Party in connection with this Agreement, in each case, including: (a) information regarding Disclosing Party’s product plans, roadmaps, marketing philosophies and objectives, marketing plans, and financial results; (b) information regarding Disclosing Party’s business systems, methods, processes, financing data, programs and products; (c) proprietary technical information, including source codes, of Disclosing Party; (d) Disclosing Party’s sales volume(s), business relationships, and methods of transacting business, operational and data processing capabilities, and systems software and hardware and the documentation thereof; (e) any other information that could reasonably be determined to be confidential, whether or not identified in writing as confidential; and (f) any copies, excerpts, summaries, analyses, or notes of the foregoing.
- 9.3. Exclusions. Notwithstanding the foregoing, “**Confidential Information**” of a Party shall not include information which is: (i) already in the possession of the other Party other than in connection with this Agreement; (ii) obtained in the public domain or which became available in the public domain other than as a result of an unauthorized disclosure by the other Party or its directors, officers, employees, or agents in violation of this Agreement or violation of applicable law; (iii) lawfully received by the other Party on a non-confidential basis from a third party authorized to disclose such information without restriction and without breach of this Agreement or violation of applicable law; or (iv) developed by the other Party without the use of any Confidential Information of such Party.
- 9.4. Mutual Obligation. Each Party shall hold the other Party’s Confidential Information in confidence and shall not disclose such Confidential Information to third parties nor use the other Party’s Confidential Information for any purpose other than (i) as necessary and required to perform its obligations under this Agreement; (ii) to enforce its rights under this Agreement; or (iii) with the prior written consent of the Disclosing Party. Notwithstanding anything to the contrary, Sphere may share Customer’s Confidential Information with Licensed Services Providers, and such Licensed Services Providers may use such Confidential Information in accordance with any agreement between such Licensed Services Providers and Sphere. Except with respect to disclosures made to Licensed Services Provider: (i) the Receiving Party shall, prior to providing any employee or consultant access to any Confidential Information of the Disclosing Party, inform such employee or consultant of the confidential nature of such Confidential Information and require such employee or consultant to comply with the Receiving Party’s obligations hereunder with respect to such Confidential Information; and (ii) the Receiving Party shall be responsible to the Disclosing Party for any violation of this Section 9 by any such employee or consultant. The Receiving Party shall protect the confidentiality of any Confidential Information disclosed by the Disclosing Party

using at least the degree of care it uses to protect its own confidential information (but no less than a reasonable degree of care).

- 9.5. Governmental Requests.** Notwithstanding the foregoing, a Party may disclose Confidential Information as required by applicable law; provided that the Receiving Party (i) notifies the Disclosing Party in writing to the extent permitted by applicable law and as soon as practicable; (ii) limits disclosure to information required to be disclosed; (iii) takes reasonable measures to protect the confidentiality of the Confidential Information to be disclosed; and (iv) cooperates with the Disclosing Party's efforts (at the Disclosing Party's expense) to limit disclosure and protect the confidentiality of such Confidential Information.
- 9.6.** Each Party acknowledges that the other Party may be irreparably harmed by any breach of this Section, and agrees that such other Party may seek, in any court of appropriate jurisdiction, an injunction and/or any other equitable relief necessary to prevent or cure any such actual or threatened breach thereof, without the necessity of proving monetary damages or posting a bond or other security. The preceding sentence shall in no way limit any other legal or equitable remedy, including monetary damages, the non-breaching Party would otherwise have under or with regard to this Agreement.

10. REPRESENTATIONS AND WARRANTIES.

10.1. Each Party represents and warrants that:

- 10.1.1. It is duly organized and validly existing under the laws of the jurisdiction in which it is organized.
- 10.1.2. It has full power and authority, and has obtained all approvals, permissions, and consents necessary, to enter into this Agreement and to perform its obligations hereunder.
- 10.1.3. This Agreement is legally binding upon it.
- 10.1.4. The execution, delivery, and performance of this Agreement does not and will not conflict with any other agreement to which it is a party.
- 10.1.5. It will perform its obligations hereunder in accordance with applicable law.

10.2. Customer. Customer represents and warrants that:

- 10.2.1. It has all rights necessary to provide the Customer Data to Sphere and for Sphere to use such Customer Data in accordance with the terms of this Agreement.
- 10.2.2. It has obtained and is in compliance with all licenses, permits, memberships, consents and authorizations required to perform all its obligations under this Agreement, including any money transmission or similar licenses, or otherwise required under applicable law and other agreements which must be executed to affect the services provided by Customer.
- 10.2.3. It will perform its obligations hereunder, including the provision of Customer Data, in accordance with applicable law and third-party rights.
- 10.2.4. It will ensure that the Customer Data delivered to Sphere through the Sphere Services is accurate and error-free.

10.2.5. The Customer Data will not include any viruses, other computer instructions, or technological means intended to disrupt, damage, or interfere with Sphere computers or related systems.

10.2.6. It will not use any data or information provided by Sphere to determine or have any bearing on a consumer's credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics, or mode of living to establish a consumer's eligibility for credit or a consumer's eligibility for employment purposes or otherwise in connection with a "credit report" as defined under the Fair Credit Reporting Act ("**FCRA**") or regional equivalent under applicable law.

11. WARRANTIES; DISCLAIMER.

11.1. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE SPHERE SERVICES AND SPHERE PLATFORM ARE PROVIDED ON AN "AS IS" BASIS AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW AND EXCEPT AS EXPRESSLY SET FORTH HEREIN, SPHERE, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND ITS AND THEIR RESPECTIVE LICENSORS, PROVIDERS, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE SPHERE SERVICES, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, SPHERE PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE SPHERE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR FREE OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED. CUSTOMER ASSUMES ALL RESPONSIBILITY AND RISK FOR THE USE OF THE SPHERE SERVICES, SPHERE PLATFORM AND THE APPLICATIONS, SERVICES, AND LINKS PROVIDED THEREBY.

11.2. CUSTOMER, AS A USER OF THE SPHERE SERVICES, ASSUMES RESPONSIBILITY FOR CUSTOMERS (AND ITS AUTHORIZED USERS' AND END USERS') USE AND UNDERSTANDS THAT THESE DISCLAIMERS AND LIMITATION OF LIABILITY ARE A MATERIAL PART OF THIS AGREEMENT. CUSTOMER UNDERSTANDS THAT ITS SOLE REMEDY AGAINST SPHERE FOR LOSS OR DISSATISFACTION WITH THE SPHERE SERVICES IS TO STOP USING THE SPHERE SERVICES.

11.3. NO INFORMATION PROVIDED BY SPHERE AND/OR SPHERE'S EMPLOYEES OR ANY THIRD PARTY SHALL CREATE ANY WARRANTY REGARDING THE SPHERE SERVICES. SPHERE DOES NOT WARRANT THAT THE INFORMATION OR SERVICES OFFERED BY THE SPHERE SERVICES, LINKED WEBSITES, OR

AS OTHERWISE ACCESSIBLE ON OR TRANSMITTED FROM THE SPHERE SERVICES WILL BE UNINTERRUPTABLE OR ERROR-FREE OR THAT ANY INFORMATION, SOFTWARE OR OTHER MATERIAL ACCESSIBLE FROM THE Sphere SERVICES OR ANY OTHER WEBSITE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. SPHERE DOES NOT PROMISE THAT CUSTOMER'S USE OF THE SPHERE SERVICES WILL PROVIDE A SPECIFIC RESULT.

12. LIMITATION OF LIABILITY.

- 12.1. Exclusion of Damages.** SUBJECT TO SECTION 13, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY (NOR TO ANY PERSON CLAIMING RIGHTS DERIVED FROM SUCH OTHER PARTY'S RIGHTS) FOR CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR PROFITS, LOSS OF USE, OR LOSS OF GOODWILL OR REPUTATION) WITH RESPECT TO ANY CLAIMS BASED ON CONTRACT, TORT, OR OTHERWISE (INCLUDING NEGLIGENCE AND STRICT LIABILITY) ARISING OUT OF THIS AGREEMENT, REGARDLESS OF WHETHER THE PARTY LIABLE OR ALLEGEDLY LIABLE WAS ADVISED, HAD OTHER REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY THEREOF. FROM TIME TO TIME, CUSTOMER MAY INSTRUCT SPHERE TO TAKE CERTAIN ACTIONS, INCLUDING BUT NOT LIMITED TO, MAKING CHANGES TO CUSTOMER'S DATA OR EXECUTING TRANSACTIONS ON BEHALF OF THE CUSTOMER; IN NO EVENT WILL SPHERE HAVE ANY LIABILITY WITH RESPECT TO ANY SUCH ACTION TAKEN AT CUSTOMER'S INSTRUCTION, UNLESS DUE TO SPHERE' GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.
- 12.2. Total Liability.** SPHERE' MAXIMUM LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE CAUSE OF ACTION (WHETHER IN CONTRACT, TORT, BREACH OF WARRANTY, OR OTHERWISE), WILL NOT EXCEED THE AGGREGATE AMOUNT OF THE FEES PAID AND PAYABLE TO SPHERE BY CUSTOMER DURING THE SIX (6) MONTH PERIOD PRECEDING THE DATE ON WHICH THE CLAIM ARISES.
- 12.3.** THE EXCLUSIONS AND LIMITATIONS OF LIABILITY SET FORTH IN SECTION 12.1 SHALL NOT APPLY TO: (I) CUSTOMER'S INDEMNIFICATION OR CONFIDENTIALITY OBLIGATIONS SET FORTH IN THIS AGREEMENT; (II) A PARTY'S FRAUD, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT; OR (III) CUSTOMER'S FAILURE TO PAY ANY SUMS DUE HEREUNDER OR BREACH OF SECTION 8.4.

13. INDEMNIFICATION.

- 13.1. Indemnification by Customer.** Customer shall defend, indemnify, and hold harmless Sphere, its Affiliates and their respective officers, directors, managers, and employees (each, a "**Sphere Indemnitee**") from any and all Losses incurred by them in connection with any Claim: (i) arising from Customer's or End User's actions or omissions; (ii) arising from Customer's breach of its obligations, representations and warranties hereunder; (iii) alleging that the use of any materials provided by Customer in

accordance with this Agreement infringes, violates, or misappropriates any third-party intellectual property rights; (iv) arising from any Authorized Users' or End Users' access to, and use of, the Sphere Services, Sphere Platform and/or Licensed Services; (v) arising from Customer's or End User's breach of any agreement with Sphere, including Sphere Terms of Service, or Licensed Services Provider, including the Licensed Services Addendum; (vi) arising from Customer's provision of Customer Data to Sphere or the processing or use of the Customer Data as permitted in this Agreement; (vii) alleging or arising out of any breach of any agreement with Licensed Services Provider, including the Licensed Services Addendum, with or by End User or Licensed Services Provider; or (viii) Customer's products or services.

13.2. Procedure for Handling Indemnification Claims. In the event of any Claim for which indemnification is available, the indemnified Party shall give prompt written notice of any such Claim to the indemnifying Party; provided, however, that the failure of the Party seeking indemnification to give timely notice hereunder will not affect rights to indemnification hereunder, except to the extent that the indemnifying Party demonstrates actual damage caused by such failure. The indemnifying Party shall have the right to control and direct the investigation, defense, and settlement of each such Claim; provided that Sphere shall have the right to control and direct the investigation, defense and settlement of any such Claim brought by a governmental authority. The indemnified Party shall reasonably cooperate with the indemnifying Party (at the indemnifying Party's sole cost and expense) in connection with the foregoing. The indemnified Party may participate in the defense of the Claim with counsel of its own choosing, at its own cost and expense, on a strictly monitoring basis. The indemnifying Party shall not enter into any settlement or resolution of any Claim that would constitute an admission of guilt or liability on the part of the indemnified Party, without the indemnified Party's express prior written consent. Amounts owing to Sphere Indemnitee under this Agreement shall be paid immediately upon written demand for indemnification containing in reasonable detail the facts giving rise to such Losses.

14. TERM AND TERMINATION.

14.1. Term. The term of this Agreement will commence on the Start Date and continue for the Initial Term of 12 months. Thereafter, the Agreement will automatically be extended for consecutive one (1) year periods following the Initial Term ("the Renewal Term"), unless a Party gives written notice of termination to the Other Party at least sixty (60) days before such extension. The Initial Term and all Renewal Terms shall be the "**Term.**"

14.2. Mutual Termination. Each Party may terminate this Agreement upon written notice if (i) the other Party ceases to do business in the ordinary course or is insolvent (i.e., unable to pay its debts in the ordinary course as they come due), or is the subject of any liquidation or insolvency proceeding which is not dismissed within ninety (90) days, or makes any assignment for the benefit of creditors, or (ii) the other Party breaches any material term of this Agreement and fails to cure such breach within thirty (30) days after written notice thereof.

14.3. Termination by Sphere. Without limiting the above, Sphere will have the right in its sole discretion to suspend the Sphere Services or access to the Sphere Platform or terminate this Agreement upon written notice in the event that (i) Customer fails to pay any undisputed fees within ten (10) days of the applicable due date, (ii) Sphere reasonably determines that Customer poses a security, credit, legal risk, or any other risk to Sphere or (iii) Sphere discontinues all or a material part of the Sphere Services for all customers.

14.4. Regulatory. In addition, Sphere may suspend, modify, or terminate the provision of the Sphere Services or this Agreement, in whole or in part, as Sphere reasonably determines is necessary to comply with applicable laws or regulations or guidelines, rules, directions, or orders imposed by any governmental authority or Licensed Services Provider.

14.5. Sphere may suspend Customer's or an End User's right to access and use the Sphere Platform or Sphere Services, in whole or in part, immediately upon notice to Customer if Sphere determines in its reasonable discretion that Customer's or an End User's use or access of the Sphere Platform or Sphere Services (i) poses a security risk to Sphere, the Sphere Platform, the Sphere Services or any third party, (ii) may adversely impact the availability, functionality or performance of the Sphere Platform, or Sphere Services or (iii) may be fraudulent, illegal or otherwise prohibited by Sphere. Sphere may terminate or suspend any End User or Customer if such End User or Customer engages in activities Sphere considers high-risk, in its sole and absolute discretion.

14.6. Effect of Termination. Upon expiration or termination of this Agreement: (i) the rights granted pursuant to Section 8.1 will terminate and Customer will cease using the Sphere Services and Sphere Platform; and (ii) Customer will return or destroy, at Sphere's sole option, all Sphere's Confidential Information in its possession or control at Sphere's request, certify in writing to Sphere's that such actions have been taken. No expiration or termination will affect Customer's obligation to pay all fees or any other financial obligation owed by Customer to Sphere's that may have become due or otherwise accrued through the effective date of expiration or termination, or entitle Customer to any refund.

14.7. Survival. All provisions of this Agreement which by their nature extend beyond the expiration or termination of this Agreement, including Sections 1, 5, 6, 7, 8.4, 8.5, 9, 10.2, 11, 12, 13, 14.6, 14.7, and 15 and any provisions related to Customer's indemnification obligations and assumption of liability for Losses, will survive the termination or expiration of this Agreement for any reason.

15. MISCELLANEOUS.

15.1. Notices. All notices, authorizations and requests in connection with the Agreement are deemed given on the day they are (a) on the day personally delivered to the Party for whom intended; (b) the earlier of two business days after

being deposited in the US mails, postage prepaid, certified or registered, return receipt requested, or upon receipt; (c) the earlier of one business day after being sent by a nationally recognized overnight courier with a reliable tracing system, charges prepaid, return receipt requested, or upon receipt; or (d) on the date of transmission if delivered by electronic mail within the hours before 5:00 p.m. of the time in effect at the place of receipt or on the next business day if such transmission is made later than 5:00 p.m.; and to the address set forth in the Order Form or to such other address as a Party may from time to time advise to the other Party by notice in writing in accordance with this Section.

15.2. Governing Law, Venue. The validity, interpretation, and performance of this Agreement shall be governed by the laws of the State of Delaware without giving effect to the conflicts of laws provisions thereof. Any disputes, controversies, or claims in connection with or arising out of this Agreement, its negotiation, breach, existence, validity, or termination, shall proceed in a federal or state court in the State of Delaware. Each Party hereby irrevocably submits to the exclusive jurisdiction of such courts. Each Party irrevocably waives, to the fullest extent permitted by Applicable Law, any objection to the laying of venue in such courts of any legal action or proceeding arising out of or relating to this Agreement and any claim that any such action or proceeding has been brought in an inconvenient forum. Service of process shall be made in any manner allowed by applicable law.

15.3. Cooperation Regarding Risk, Compliance and Regulatory Matters. For the avoidance of doubt, Customer agrees to fully cooperate with Sphere and any Licensed Services Provider in the investigation, audit, inquiry and/or information request of, or related to, any Transaction, Customer's or End User's use of the Sphere Services or Licensed Services or any other matter related to this Agreement or the End User Agreement, including by immediately providing, upon Sphere's request and without any further cost, all information requested by Sphere or any Licensed Services Provider, and in the resolution of any claims, inquiries, risks identified by Sphere or Licensed Services Provider, chargebacks, or complaints related to or arising out of any Transaction, Customer's or End User's use of the Sphere Services or Licensed Services or any other matter related to this Agreement or the End User Agreement. Without limiting the generality of the foregoing, Customer further agrees to implement any controls or mitigations and to take any other steps, in each case, as identified or deemed necessary by Sphere or any Licensed Services Provider, with respect to any Transaction, Customer's or End User's use of the Sphere Services or Licensed Services or any other matter related to this Agreement or the End User Agreement.

Customer agrees to cooperate with any examination, inquiry, audit, information request, document or record request, site visit or the like, which may be required by any regulatory or governmental authority with audit examination or supervisory authority over Sphere or any Licensed Services Provider to the fullest extent requested by such regulatory or governmental authority. Customer shall also provide such other information as a or governmental may request, including, but not limited to, information related the financial condition of Customer and such other reasonable information as

such or governmental may request from time to time with respect to any third party who has contracted with Customer.

Customer shall notify Sphere, promptly, but in no event later than two (2) business days after (i) becoming aware of any actual or threatened litigation, investigation, proceeding, or judicial, tax or administrative action by any regulatory or governmental authority, state attorney general or any other person related to, regarding, arising out of or in connection with any Transaction, Customer's or End User's use of the Sphere Services or Licensed Services or any other matter related to this Agreement or the End User Agreement, and (ii) receiving any communications from any regulatory or governmental authority related to, regarding, arising out of or in connection with any Transaction, Customer's or End User's use of the Sphere Services or Licensed Services or any other matter related to this Agreement or the End User Agreement.

15.4. Independent Contractors. The Parties are independent contractors. Each Party is not, will not be deemed an employee, agent, partner, joint venturer, franchisee, or legal representative of the other for any purpose, and will not have any right, power, or authority to create any obligation or responsibility on behalf of the other, unless otherwise set forth in this Agreement.

15.5. No Third Party Beneficiaries. Nothing expressed or implied in this Agreement is intended to confer, nor will anything herein confer, upon any person other than the Parties hereto and their respective permitted successors and assigns, any rights, remedies, obligations, or liabilities whatsoever.

15.6. Severability. If any provision of this Agreement will be held by a court of competent jurisdiction to be contrary to law, such provision will be changed and interpreted to best accomplish the objectives of the original provision to the fullest extent allowed by law and the remaining provisions of this Agreement will remain in full force and effect.

15.7. Assignment. Neither Party may assign or otherwise transfer any of its rights or obligations under this Agreement without the prior, written consent of the other Party; provided, however, that Sphere may, without the consent of Customer, assign or otherwise transfer this Agreement: (i) to any of its Affiliates; or (ii) in connection with a change of control transaction (whether by merger, consolidation, sale of equity interests, sale of all or substantially all assets, or otherwise). Any assignment or other transfer in violation of this Section shall be null and void. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their permitted successors and assigns.

15.8. Force Majeure. Except with respect to obligations to make payments hereunder, neither Party will be deemed in default hereunder any cessation, interruption, or delay in the performance of its obligations hereunder due to causes beyond its reasonable control including, but not limited to: earthquake, flood, fire, storm, pandemic, epidemic, or other natural disaster, act of God, labor controversy or threat thereof, civil disturbance or commotion, disruption of the public markets, war or armed conflict, or the inability to obtain sufficient material, supplies, labor,

transportation, power, or other essential commodity or service required in the conduct of its business, including internet access, or any change in or the adoption of any law, ordinance, rule, regulation, order, judgment, or decree.

15.9. Publicity. Sphere shall have the right, but not the obligation, to: (i) publicly announce in any and all media now known or hereafter devised that Customer is a customer of Sphere and a user of the Sphere Services; and (ii) use Customer's trademarks, service marks, and trade names, in any and all media now known or hereafter devised to promote Sphere and/or the Sphere Services. For the avoidance of doubt, Customer shall be solely responsible for the marketing, advertising, and promotion of its own products and services.

15.10. Headings and Construction. The titles, captions, and headings of this Agreement are included for ease of reference only and will be disregarded in interpreting or construing this Agreement. Unless otherwise specifically stated, all references herein to "sections" and "exhibits" will mean "sections" and "exhibits" to this Agreement. The word "including" means including without limitation, and the words "herein", "hereby", "hereto", and "hereunder" refer to this Agreement as a whole.

15.11. Modification. Sphere may modify all or any part of this Agreement, in which case Sphere will revise the "Last Updated" date at the top of this Agreement, and such updated Agreement will be effective as of the time of posting or such other date as may be specified in the updated Agreement or Sphere's notice to Customer. If Sphere makes changes to the Agreement that are material, it will use reasonable efforts to notify Customer. Customer's continued access or use of the Sphere Services after the modified Agreement has become effective will be deemed Customer's acceptance of the modified Agreement. Except as set forth in this Agreement, this Agreement may not be modified except in writing and signed by authorized representatives of both Parties.

15.12. Entire Agreement. This Agreement, each Order Form and any executed Statements of Work contain the entire understanding of the Parties with respect to the subject matter hereof and supersede all prior agreements and commitments with respect thereto. There are no other oral or written understandings, terms, or conditions, and neither Party has relied upon any representation, express or implied, not contained in this Agreement or an Order Form. In the event of any conflict between any terms or conditions contained in this Agreement, an Order Form, any Statement of Work, or any Schedule to this Agreement, the following agreements and documents shall control in the following order of descending precedence: (i) the Order Form; (ii) the body of this Agreement; (iii) the applicable Statement of Work; and (iv) the applicable Schedule. Notwithstanding the foregoing, provisions of this Agreement may be modified in a Statement of Work, solely for the purposes of that Statement of Work, only by an express statement specifically identifying the Section(s) of this Agreement to be modified.

Order Form

Sphere Entity:	<input checked="" type="checkbox"/> Sphere Laboratories, Inc. <input checked="" type="checkbox"/> S Digital 2 Corp. <input checked="" type="checkbox"/> Symmetry Financial Technologies, LLC <input checked="" type="checkbox"/> Arcadia Financial Technologies, LLC
Sphere Services:	<input checked="" type="checkbox"/> OTC <input checked="" type="checkbox"/> Dashboard <input checked="" type="checkbox"/> Ramp
Initial Term:	12 months following the Start Date
Renewal Term:	The Agreement (including the Order Form) will automatically be extended for consecutive one (1) year periods following the Initial Term, unless a Party gives written notice of termination to the Other Party at least sixty (60) days before such extension.
Service Level Agreement	Set forth in Exhibit A (“ Service Level Agreement ” or “ SLA ”).
Licensed Services Provider:	<p>By accessing or otherwise using the Licensed Services, Customer agrees to the additional terms and conditions of the Licensed Services Providers, which may be attached below or provided separately.</p> <p>Customer hereby designates and appoints Sphere to act as its agent to select a new or different Licensed Services Provider than those listed above (“Substitute License Services Provider”) and to consent and agree to on behalf of Customer the terms and conditions of such Substitute License Services Provider (such terms and conditions to thereafter be considered a Licensed Services Addendum). Customer further designates and appoints Sphere to take any and all actions on behalf of Customer with respect to the substitution or selection of a licensed service provider to provide Licensed Services, as contemplated by the terms of the Agreement. This agency appointment shall be valid until Customer terminates it by providing prior written notice to Sphere. Upon Sphere selecting a Substitute License Services Provider and consenting to its terms and conditions on behalf of Customer, Sphere will use reasonable efforts to notify Customer. Customer’s use of Sphere Services after Sphere’s selection of Substitute License Services Provider and consenting to its terms and conditions on behalf of Customer shall constitute acceptance of such selection and consent by Sphere.</p> <ul style="list-style-type: none"> • Bridge • Lumx • Infinite • Fin

This order form (the “**Order Form**”) is entered into by and between the Sphere contracting entity whose

name appears in this Order Form (“**Sphere**”) and the customer whose name appears above in this Order Form (“**Customer**”), and is effective as of the date of the last signature below (“**Effective Date**”). This Order Form is governed by the Services Agreement entered into between Sphere and the Customer (the “**Services Agreement**”). This Order Form constitutes an Order Form as defined in the Services Agreement. This Order Form, the Services Agreement, Licensed Services Addendum, Service Level Agreement and any Statements of Work, addenda or other exhibits attached hereto or thereto shall collectively be referred to as the “**Agreement**.” Capitalized terms used in this Order Form that are not defined herein have the meaning set forth in the Services Agreement.

Exhibit A: Service Level Agreement

This SLA describes the service levels and related remedies applicable to the Services. Sphere retains the right to modify the provisions of this SLA at any time, by providing 30 days' prior written notice to the Customer. Unless defined herein, capitalized terms used in this SLA have the meanings ascribed to such terms in the Order Form or Services Agreement, as applicable.

1. General Terms

1.1. Communications Channel

1.1.1. Parties will agree to use a common communication channel, such as a shared Slack channel, to communicate any relevant issues, errors, or requests.

1.2. Availability

1.2.1. Sphere agrees to use commercially reasonable efforts to provide 99.9% or higher uptime during the duration of this engagement, notwithstanding any force majeure defined in the Services Agreement and other conditions beyond its control.

1.2.2. This excludes:

1.2.2.1. Planned maintenance

1.2.2.1.1. Sphere reserves the right to temporarily make the Services unavailable to implement new features, fix bugs, and carry out maintenance on the Sphere Platform.

1.2.2.1.2. Sphere will make its best effort to schedule these Planned Maintenance during weekend hours from 12:00 AM CST to 6:00 AM CST.

1.2.2.2. Unplanned emergency maintenance and force majeure

1.2.2.2.1. In the event of unplanned emergency maintenance, or force majeure as defined within the Services Agreement, including but not limited to Affiliate or external service provider failures, from internet to banking infrastructure, Sphere will promptly notify the Customer and maintain close communication regarding when service is brought back up. Sphere agrees to help communicate with End Users to the extent practical, clarifying downtime.

1.3. Customer Support

1.3.1. Sphere agrees to provide support services, including but not limited to:

1.3.1.1. Answering questions and assisting with any service-related issues communicated in the Communications Channel.

1.3.1.2. Diagnosing and responding to Sphere Platform issues ("**Platform Errors**") in a timely manner based upon their severity as defined herein.

1.3.1.3. Provide updates on new features and functionality, as well as errors that have been resolved, as they become available to the Customer.

1.3.2. Customer Support will be available from 9:30 AM CST to 11:00 PM CST, Monday through Friday, during the calendar year, excluding banking and national holidays, via either a shared Slack channel or a Sphere-approved communication method. However, Sphere reserves the right to provide Customer Support, including these times, as determined by the severity level of Platform Errors.

1.3.2.1. If Sphere is unavailable for Customer Support during any of these times, a written notice will be made to Customer within a reasonable timeframe.

1.4. Remediation

1.4.1. In the event of failure by Sphere to abide by the guarantees set above, then the Customer has the sole right to escalate service failures with Sphere’s leadership personnel. Following the meeting, Sphere will provide the Client with a corrective action plan (the “**Service Level Action Plan**”) detailing the steps Sphere intends to take to address and prevent the Service Failure.

1.4.2. Sphere commits to diligently working towards fulfilling this Service Level Action Plan. At the close of the next calendar quarter, Customer has the option to arrange a review meeting with Sphere to assess its adherence to the plan and discuss potential modifications, if necessary.

1.4.3. Should any unresolved disagreements arise regarding the Service Level Action Plan or its execution, the Parties agree to engage in third-party mediation to achieve a resolution. The selection of this independent third-party will be subject to reasonable efforts by both parties. In the event that the parties are unable to reach an agreement, the issue will default to the conditions for liability set forth in the Services Agreement.

1.5. Platform Severity Levels and Response Guidelines

Level	Definition	Response Time	Update Frequency	Resolution Time
S1	Critical issue rendering the total system unusable	2 Hours	Every 4 Hours	24 Hours
S2	Major issue causing significant impact to multiple users	4 Hours	Every 8 Hours	48 Hours
S3	Minor issue causing minimal user impact.	24 Hours	Every 24 Hours	3-5 Business Days
S4	Comment, general request, or error that has no functional impact on Services	48 Hours	Every 3-5 Business Days	15-30 Business Days