SK GLOBAL SOFTWARE

SOFTWARE LICENSE AND SUPPORT AGREEMENT
(Subscription License)

Please read the terms of this software license and support subscription agreement (the "AGREEMENT") carefully.

By clicking the "AGREE" button located at the end of this agreement, you ("LICENSEE" or "YOU") acknowledge that you have read this AGREEMENT, that you understand it, and that you accept and agree to be bound by its terms. This agreement contains disclaimers of warranties and limitations of liability. This agreement represents the entire agreement between YOU and SK GLOBAL SOFTWARE, LLC ("SKG") concerning the license of software and software assurance, and this agreement supersedes and replaces any prior proposal, representation, or understanding you may have had with SKG concerning or relating to the software or software assurance. If you do not agree with all the terms of this agreement, please click the "DO NOT ACCEPT" button or leave the website.

This Agreement sets forth the terms pursuant to which Licensee will be permitted access to use the Software and becomes effective upon Licensee clicking the "AGREE" button (the "*Effective Date*"). The Parties agree as follows:

1.   **Definitions**.   The following terms shall have the following meanings when used in this Agreement.

"*Documentation*" means and includes, without limitation, all operating specifications, technical and design specifications (as may be unique or specifically applicable to Licensee), installation and use instructions, and user manuals provided to Licensee and all other documentation necessary for Licensee's use of the Software in the manner described herein.

"*Dynamics AX Environment*" means the servers - virtual or physical - and software configured to run the Microsoft Dynamics AX/Dynamics 365 ("D365") system.

"*Fees*" means the Subscription Fees.

"*Licensee Data*" means Licensee's electronic data or information inputted into the Software by Licensee.

"*Software*" means SKG's proprietary *Banking and Treasury Automation Suite* modules and third party software licensed to Licensee pursuant to this Agreement and identified in the purchase order or similar document prepared by SKG (the "*Order*"), and includes all updated, modifications, upgrades, corrections, fixes and enhancements made by SKG for all similarly situated licensees as part of Software Assurance or other Support Services.

"*Party*" means each of SKG and Licensee. SKG and Licensee are collectively, the "*Parties*."

"*Software Assurance*" means the maintenance support and knowledge based access services described in Exhibit A to this Agreement under the heading of "Software Assurance".

"*Subscription Fees*" means, in the case of a Subscription License, the periodic fees paid by Licensee to SKG for its license of the Software.

"*Support Services*" means Software Assurance and general support services described in Exhibit A and provided to Licensee for the Software.

"***Third Party Applications***" means applications licensed from third parties which connect with or interoperate with the Software, whether or not purchased from SKG.

2. **License Grant.** For each Software license purchased, SKG grants to Licensee and all of Licensee's authorized users of the Software, including Licensee's employees, agents and contractors acting on Licensee's behalf, a non-transferable and non-exclusive, world-wide, license to use, for Licensee's business purposes only, a single copy of the Software, including Documentation, on a single licensed instance of Microsoft Dynamics, delivered by download in electronic form, on one (1) and only one (1) Dynamics AX/D365 production environment of Licensee's choice. Licensee may permit a third party that provides technology outsourcing services to host, implement and/or support the Software solely on Licensee's behalf (but not for that third party's own use). Licensee may transfer each such license, without cost, to another Dynamics AX/D365 environment, provided the Software is not resident on more than one (1) Dynamics AX/D365 production environment at a time. In addition, Licensee may make and install any number of copies of the Software on any number of Dynamics AX/D365 environments for development, testing, disaster recovery, backup or archive purposes, provided such copies shall **not** be used for production purposes. Except as otherwise expressly provided in this Agreement, Licensee may not:

- use or copy (except for required backup) the Software, or any copy, adaption, transcription, or merged portion thereof, except as expressly authorized by this Agreement
- reverse engineer, decompile or disassemble the Software
- publish the Software for others to copy
- rent, lease or lend the Software
- use the Software for commercial software hosting services

Licensee acknowledges that (i) Software is provided with source code (model files) with the understanding that the source code is merged within the Licensee's unique environment, (ii) Microsoft code, Microsoft hotfixes, customer code/hotfixes, other ISV code/hotfixes, enabling technologies, along with SKG code/hotfixes are all brought together and integrated in the Licensee's environment (the "Integrated Solution"), (iii) the Integrated Solution provides the full working software solution. SKG will provide required hotfixes to Software as updated code files (xml or other). Licensee acknowledges that it is the Licensee's responsibility to build and deploy those changes into its environment.

3. **Software Assurance.** So long as Licensee is current on its Subscription Fees SKG will provide Software Assurance to Licensee at no additional charge. Other Support Services may be purchased and will be billed on an hourly basis as described in Exhibit A.

4. **Ownership and Intellectual Property Rights Protection.**

4.1. SKG or its third-party licensors shall have sole and exclusive ownership of all right, title and interest in and to the Software and all modifications and enhancements thereof, except for the license rights expressly provided in this Agreement. Licensee acknowledges and agrees that the Software consists of proprietary, unpublished products of SKG or its third-party licensors, protected under copyright law and trade secret laws generally. Licensee's use of the Software is limited to the rights expressly granted in this Agreement. Licensee will devote Licensee's best efforts to ensure that all of Licensee's personnel and all other persons afforded access to the Software shall protect it against improper use or dissemination. Licensee agrees not to remove any product identifications, copyright or other proprietary notices from the Software or Documentation. SKG acknowledges that, as between SKG and Licensee, all right, title and intellectual property rights in and to the Licensee Data is owned exclusively by the Licensee.

4.2. The Parties acknowledge that, as between the Parties and the third party providers of any Third Party Applications, all right, title and intellectual property rights in and to the Third Party Applications is owned exclusively by the third party providers of any Third Party Applications or their licensors.

5. **Confidentiality**.

5.1. Each Party (each a "***Disclosing Party***") may disclose certain of its Confidential Information (as herein defined) to the other Party (each a "***Receiving Party***") in the course of performance. Each Receiving Party agrees that it will only use the Disclosing Party's Confidential Information to the extent necessary to perform its obligations under this License Agreement, and further agrees that it shall not disclose the Disclosing Party's Confidential Information to anyone other than authorized employees and agents of such Receiving Party and its Affiliates (or persons designated by such duly

authorized employees and agents) on an "as needed basis" to perform Receiving Party's obligations. Receiving Party shall not use the Disclosing Party's Confidential Information for its own benefit, for the benefit of its employees and/or agents, or for the benefit of any third party. Receiving Party shall protect the Disclosing Party's Confidential Information from unauthorized use and access using the same degree of care it uses to protect its own Confidential Information, but in no event less than reasonable care.

5.2.   For purposes of this License Agreement, the term "*Confidential Information*" shall be deemed to mean and include all such information, material and data of the Disclosing Party or any third party (i) labeled or designated in writing as confidential or proprietary, (ii) which is verbal or otherwise intangible and the Disclosing Party advises the Receiving Party or its Representatives is proprietary or confidential or (iii) which, in view of the nature of such information and/or the circumstances of its disclosure the Receiving Party knows or reasonably should know is confidential or proprietary, and solely by way of illustration and not in limitation shall include the following: all electronic data of the Disclosing Party, information relating to financial data, plans, forecasts, intellectual property, methodologies, algorithms, agreements, market intelligence, technical concepts, customer information, strategic analyses and internal developments. The terms and conditions of this License Agreement and shall be treated by each Party as the Confidential Information of the other Party.

5.3.   The confidentiality obligations herein shall not apply to any such information (i) which is or becomes publicly known without any fault of or participation by the Receiving Party, (ii) was in Receiving Party's possession prior to the time it was received from Disclosing Party or came into Receiving Party's possession thereafter, in each case lawfully obtained from a source other than Disclosing Party and not subject to any obligation of confidentiality or restriction on use, (iii) is independently developed by the Receiving Party by persons not having exposure to Disclosing Party's Confidential Information; or (iv) is required to be disclosed by judicial, arbitral or governmental order or operation of law, in which event the Receiving Party shall notify the Disclosing Party of the requirement of disclosure before making such disclosure and shall comply with any protective order or other limitation on disclosure obtained by the Disclosing Party.

5.4.   Confidential Information shall remain the exclusive property of the Disclosing Party and no patent, copyright, trademark or other proprietary right is licensed, granted or otherwise transferred by this Section 4 (including all subsections) or any disclosure of Confidential Information to the Receiving Party, except as otherwise expressly set forth in this License Agreement. Receiving Party acknowledges that any use or disclosure of Disclosing Party's Confidential Information in a manner inconsistent with the provisions of this Section 4 (including all subsections) may cause the Disclosing Party irreparable damage for which remedies other than injunctive relief will be inadequate, and agrees that the Disclosing Party may request injunctive or other equitable relief seeking to restrain such use or disclosure, without limitation or waiver of any other remedy available at law or in equity. Both Parties acknowledge that, during the course of the Services, they may communicate electronically (by e-mail and otherwise) with each other and with other entities Licensee may have engaged.

6.   **Protection of Personal Data (GDPR).**

6.1.   SKG does not process personal data, on behalf of the Licensee, under this Agreement or as part of the license granted hereunder.

6.2.   SKG may process personal data related to the Licensee itself (e.g. basic contact information of Licensee) when necessary, to fulfill the Agreement.

7.   **Subscription Fees.** Subscription Fees are due and payable as provided in the Order. Notwithstanding the foregoing, Licensee acknowledges that Licensee will not receive activation keys (and consequently the Software will have limited functionality) until the first installment of the Subscription Fees are paid in full. The Subscription Fees paid by Licensee are paid in consideration of the license granted under this Agreement. Except as otherwise expressly provided in this Agreement, SKG does not refund Subscription Fees. Licensee fully understands that once a Subscription Fee payment is made to SKG, Licensee will have no recourse for receiving a refund of any part of the Subscription Fees.

8.   *Important Notices*:

8.1.   **Licensee acknowledges that if Licensee fails to pay Subscription Fees prior to the commencement of a renewal term, the Software will deny Licensee access to the Software at the end of the term for which Subscription Fees have been paid**.

8.2.	Once installed, the Software monitors the registered user count (shown on the registration tab of the Treasury Automation Suite Parameters screen). If/when more users are added to the system, the monthly cost may be adjusted to reflect the new user count. If the additional users cause the total count to move to the next pricing tier, a new unlocking key must be issued to allow the Software to continue to operate. The upgrade cost is the difference in Subscription Fees between the old tier and the new tier based on list price in effect at the time of the tier change.

9.	**Term and Termination.** This Agreement and the license granted hereunder shall remain in full force and effect unless terminated by a Party pursuant to the following rights:

9.1.	The initial term of this Agreement commences as provided in the Order. The length of the initial term of this Agreement is set forth in the Order. This Agreement will terminate upon expiration of the initial term or any renewal term should you fail to pay Subscription Fees for the next succeeding term prior to the expiration of the initial term or any renewal term. SKG is not liable for any damages or costs incurred in connection with expiration of the Agreement.

9.2.	Either Party may terminate this Agreement and the license (i) upon thirty (30) days prior written notice to the other Party of a material breach by the other Party if such breach remains uncured at the expiration of such notice period; or (ii) immediately in the event the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

9.3.	In the event Licensee terminates this Agreement due to any uncured breach by SKG, then Licensee shall receive a pro rata refund of the Subscription Fees paid for the remainder of the current term.

10.	**Transfer in connection with Dynamics AX/D365.** If ownership of Licensee's Dynamics AX/D365 environment is transferred to another party, the Software licensed under this Agreement may be likewise transferred, provided that the transferee first signs a Software License Agreement and provides the signed agreement to SKG.

11.	**Limited Warranty.** SKG warrants to Licensee: (a) for a period of one (1) year from the date Licensee first runs the Software, that the Software will substantially conform to published specifications and to the Documentation, and that all material functions will perform, provided that the Software is used on the computer hardware and with the operating system for which it was designed; (b) any changes made to the Documentation will not diminish the features and functionality contained in the Software as of the Effective Date; (c) that SKG is the owner of the Software or otherwise has the right to grant to Licensee the license to use the Software as set forth in this Agreement without violating any proprietary rights of any third party; (d) there is no pending or threatened litigation which would have a material adverse effect on SKG's ability to perform its obligations under this Agreement; (e) Software shall be free of viruses, Trojan horses, worms, spyware, or other malicious code or components; and (f) that the Software will not infringe the intellectual property rights of any third party (provided this warranty does not apply if the alleged infringement results from (i) Licensee's modification of the Software, or (ii) the combination, operation, or use of the Software with any product, data, apparatus, or business method that SKG did not provide, or (iii) the distribution, operation or use of the Software for the benefit of a third party) (the "**IP Warranty**"). This limited warranty does not extend to Licensee's alterations and customizations, Licensee Data, Third Party Applications or third-party customizations. No reseller, consultant or any third party is authorized to make any representation or warranty to Licensee regarding the Software. SKG further warrants that the IP Warranty will extend for a period of one (1) year from the date Licensee first runs any and all updated releases, modifications, upgrades, corrections, fixes and enhancements made by SKG to the Software; provided that Licensee has purchased Support Services at the time of such updated releases, modifications, upgrades, corrections, fixes and enhancements.

THE FOREGOING ARE THE ONLY WARRANTIES MADE BY SKG. SKG MAKES NO OTHER WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED. ANY AND ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED AND EXCLUDED BY SKG. EXCEPT FOR A BREACH OF THE CONFIDENTIALITY PROVISIONS OF THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER OR ANY OTHER PERSON FOR ANY INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12.	**Third Party Applications.**

12.1.	SKG does not warrant any Third Party Application regardless of who Licensee may purchase or license the application from. Licensee must refer to the separate limited warranty documentation, if any, provided by the third party providers of the Third Party Application for information on the limited warranties, if any, and disclaimers of certain

warranties for such Third Party Application. Remedies for breach of any such warranties will be limited to those expressly set forth in such documentation. **OTHER THAN WARRANTIES, IF ANY, AS TO A THIRD PARTY APPLICATION SET FORTH IN DOCUMENTATION PROVIDED BY THE THIRD PARTY PROVIDERS OF SUCH THIRD PARTY APPLICATION, SKG MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE. THE FOREGOING WILL NOT BE DEEMED TO LIMIT ANY DISCLAIMER OR LIMITATION OF WARRANTY SET FORTH IN THE DOCUMENTATION PROVIDED WITH THIRD PARTY APPLICATIONS BY THE THIRD PARTY PROVIDERS OF SUCH THIRD PARTY APPLICATIONS.**

12.2.   Any agreement for use by Licensee of a Third Party Application is solely between Licensee and the applicable third party provider. Licensee may not use a Third Party Application to enter and/or submit transactions to be processed by the Software, unless Licensee has procured the applicable license or subscription to do so.

12.3.   SKG is not responsible for any aspect of a Third Party Application that Licensee may purchase, license, subscribe to or connect to or through the Software, or any interoperation or other information related to the foregoing. If Licensee installs or enables a Third Party Application for use with the Software, Licensee agrees that SKG may enable such third party provider to access Licensee Data for the interoperation of such Third Party Application with the Software. SKG is not responsible for any exchange of data or other interaction between Licensee and a third party provider of the Third Party Application. Any such exchange or interaction is solely between Licensee and such third party provider and is subject to a separate privacy policy or other terms governing Licensee's access to or use of the Third Party Application. SKG shall not be responsible for any disclosure, modification, corruption or deletion of Licensee Data resulting from any such access by a Third Party Application for third party providers.

13.   **Indemnity**.

13.1.   SKG will indemnify Licensee against all costs, losses, damages and expenses arising out of or in connection with a breach by SKG of the IP Warranty ("*IP Indemnity*").

13.2.   In the event Licensee discovers any failure of the Software to substantially conform to published specifications and Documentation (an "*Error*"), Licensee's sole remedy is to return such Software to SKG for correction of such Error, or if SKG, after reasonable efforts, is unable to correct such Error, SKG shall provide a refund of the Subscription Fees Licensee paid for the Software. Because computer programs are inherently complex and may not be completely free from errors, Licensee is advised to verify Licensee's work and make periodic backups of Licensee's data.

14.   **Limitation of Liability.** Except for SKG's liability under the IP Indemnity and/or a breach by SKG of the IP Warranty, and further excluding each Party's breach of its confidentiality obligations, each Party's cumulative liability under this Agreement, including any cause of action sounding in contract, tort, or strict liability, shall in no event exceed the total amount of Subscription Fees paid or payable by Licensee for the twelve (12) months immediately preceding the date that the events giving rise to the cause of action occurred. All limitations on liability, damages and claims are intended to apply without regard to whether other provisions of this Agreement have been breached or have proven ineffective.

15.   **Assignment.** Neither Party may assign, transfer or sublicense its rights to this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, either Party may assign its rights in this Agreement without such consent in the case of a sale of substantially all of its assets or equity interests, or in the case of a merger, change in control or similar transaction, provided that (i) the assignee agrees in writing to be bound by the terms and conditions of this Agreement, and (ii) the assigning Party is not in material default hereunder.

16.   **Amendment; Enforceability; Entire Agreement; Survival.** No modification of this Agreement shall be binding unless it is in writing and is signed by an authorized representative of the Party against whom enforcement of the modification is sought. If any term or provision of this Agreement is declared void or unenforceable in a particular situation, by any judicial or administrative authority, this declaration shall not affect the validity of enforceability of the remaining terms and provisions of this Agreement or the validity or enforceability of the offending term or provision in any other situation. Any terms of this Agreement which, by their nature, survive termination of this Agreement shall remain in effect notwithstanding termination.

17.   **Notice.** Any notice required to be sent pursuant to this Agreement must be sent by certified mail, return receipt requested or by an overnight carrier. Notices to SKG shall be addresses to SK Global Software, LLC, 940 Gemini Street, Suite 200, Houston, TX 77058. Notices to Licensee shall be addressed to the contact provided to SKG in the Order.

18.   **Governing Law**. If Licensee acquired the license for the Software in the European Union, then the interpretation of this Agreement and any claims arising from this Agreement shall be governed by the laws of Denmark without regard to conflicts of law principles. If Licensee acquired the license for the Software in any other country, including the United States, then the interpretation of this Agreement and any claims arising from this Agreement shall be governed by the laws of the State Florida without regard to conflicts of law principles.

Exhibit A
Support Services

Support Services consist of the Software Assurance and other support services listed below.

Software Assurance

The Software Assurance portion of this agreement provides for access to the maintenance and support listed below. Software Assurance is included in the per user cost of the Software.

Software Assurance for the software consists of the following:

- Access to periodic maintenance releases, in addition to free upgrades to new versions of the Treasury Automation Suite modules for Microsoft Dynamics AX/D365. Software Assurance includes any corrections and enhancements including hot fixes, patches, workarounds, updates and upgrades to the software made available to end-users of the software. Licensee shall not be charged any additional License Fees or Subscription Fees for upgrading/patching or like-for-like functionality in future releases or replacement product, provided that Licensee is current on Subscription Fees

- Unlimited maintenance support for all versions of the Software so long as Licensee is current on Software Assurance. Notice that maintenance support covers actual product related issues, i.e. bugs and potential product defects only. Software Assurance is *not* intended to cover, and specifically excludes customization, creation of reports or queries, database or file conversions or repairs, installation, setup/configuration, basic product training, and testing services.

- In the process of providing Software Assurance, SKG will answer specific questions asked of SKG's Support Team. If it is identified that other types of support services (General Support) are required, and otherwise excluded from Software Assurance, SKG will recommend those services. General *Support* services are available at SKG's standard hourly, billed in ¼ hour increments.

SK Global Software will provide maintenance and support for all versions of the Software so long as Licensee is current on Subscription Fees.

Licensee acknowledges that maintenance support does NOT include identification and correction of defects in Licensee's environment or problems with Licensee's environment or enabling technology, or Third Party Applications.

Our *Pre-implementation Checklist & Sign-Off* document will be used during implementation to document the specifics of Licensee's environment. It also includes a "sign-off" section for each of the modules. This sign-off will mark the handoff from our Implementation & Training team to our Support team (for the designated module(s)), which may or may not be comprised of the same personnel. This must be completed and returned to SKG's support group (axsupport@sksoft.com) at the end of implementation and training.

General Support

Support hours are Monday through Friday, 9 AM to 5 PM (EST) excluding local holidays in the US and Denmark, as follows:

North America Support hours are provided 9am – 5pm ET:
SK Global's Support Team may be reached via: axsupport@sksoft.com, +1.301.963.7300, x114 (US)

EMEA Support hours are provided, 9am - 5pm CET:
SK Global's Support Team may be reached via: axsupport@sksoft.com

Support hours are subject to change, but shall not be less than eight (8) hours per day in any event. SK Global Software is not responsible for the integrity or accuracy of Licensee's data, and is not responsible for loss of Licensee's data, unless the loss is directly occasioned by the act of SK Global Software. Any such loss shall be limited to the cost of the software. It is the responsibility of Licensee to provide adequate backup of its program and data files. Telephone support is not intended

to replace installation, setup/configuration, training and/or testing services. In the process of providing telephone support SKG will answer specific questions asked of SKG. If it is clear that other types of services are required (as itemized above), SKG will recommend those services. Specifically excluded from telephone support services are creation of reports or queries, database or file conversions or repairs, installation, setup/configuration, basic product training, testing and product upgrades. These services are available at a cost of $200 per hour (U.S. Dollars), or SKG's then standard rates, billed in ¼ hour increments.

Support Response Time

4 hour standard: All support requests are responded to in the order in which they are received and the perceived urgency of the request. SKG ensures a "best effort" attempt to respond to Urgent requests (defined as a "work stoppage" event that impacts the entire system or an entire department) as "next in Queue", and typically within 1 hour.

In order to provide you a response within an adequate timeframe, please ensure that you contact a Support Team within your regional business hours (see above).

Exclusions: Performance issues of the current system (i.e. Infrastructure or connectivity issues not under the control of SK Global Software, Microsoft bugs or a problem caused by a modification or 3rd Party not created by SK Global Software) are excluded from the definition of Urgent.

Support Agreement Overview

	Included / Additional	Covers	Response time
Software Assurance	**Included – Maintenance Support** Available after training and go-live sign-off has been completed as long as you are current on Subscription Fees.	Unlimited support related to; • New version rights • Product Upgrades • Updates • Enhancements • Patches • Corrections • Product defects / Bugs You will always be entitled to an unlimited number of support inquires. Please notice that a support inquiry may, per SKG's discretion, be deemed as "General support", please see below.	4 Hour Standard
	Included – KnowledgeBase Access	24/7 online access to SKG's Knowledge Base with 100's of articles covering your product.	Available online via SKG Customer/Partner Portal
General Support	**Additional – General Support** At $200 USD/Hour (subject to change upon 30 days' notice) (Unless other support agreement is agreed to)	General support includes, but is not limited to the following; • Bank communication support • Installation • Setup & Configuration • Post-Implementation Training • Basic End-user support in using the SKG solution • Testing services • System, connectivity and infrastructure connectivity issues not related to SKG Software. • Creation of reports or queries • Data migration • Database or file conversions • Database or file repairs	4 Hour Standard

	General Availability	Support End Date
Support Life Cycle	For full Release history and AX version availability please see: www.sksoft.com/support/release_history.php	The same date as the Microsoft published Mainstream Support End date for the corresponding Dynamics product.

Warranties

SK Global Software warrants that:

(a) the Support Services provided under this Agreement will be provided in accordance with good industry practice and to a professional industry standards; and

(b) the maintenance releases, free upgrades and other materials, if any, provided to Licensee as part of the Support Services will not infringe the intellectual property rights of any third party.

EXCEPT AS PROVIDED ABOVE, THE SUPPORT SERVICES ARE PROVIDED "AS IS".

I have read the SK Global Software License and Support Agreement and agree to its terms and conditions. _____