

TERMS AND CONDITIONS

Earned Wage Access and Tip to Card Solutions

THIS AGREEMENT GOVERNS YOUR ACQUISITION AND USE OF OUR SERVICES.

BY ACCEPTING THIS AGREEMENT, EITHER BY EXECUTING AN ORDER INCORPORATING THESE TERMS OR BY ACCESSING OR USING THE SERVICES, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS “YOU” OR “YOUR” SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

Background

- We provide Early Wage Access and Tip to Card solutions to employers for the benefit of their employees.
- This Agreement permits You the right to receive such services subject to the terms and conditions herein.

This Agreement is effective between You and Us as of the date of You accepting this Agreement or accessing and using the Service.

1. DEFINITIONS

“Affiliate” means, relative to a party, any present or future entity that (a) directly or indirectly controls (or is controlled by) that party, or (b) is under direct or indirect common control with that party. “Control,” for purposes of this definition, means the power, directly or indirectly, to direct or cause the direction of the management and policies of an entity, whether through the ownership of more than 50% of the entity’s voting securities, by contract or otherwise.

“Agreement” means these terms and conditions together with the Order incorporating these terms and conditions.

“Beta Services” means Instant services or functionality that may be made available to Customer to try at its option at no additional charge which is designated as beta, pilot, limited release, developer preview, non-production, evaluation, or by a similar description.

“Documentation” means the applicable Service’s usage guides and policies, as updated from time to time, accessible via www.instant.co or login to the applicable Service.

“Malicious Code” means code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.

“Non-Instant Product” means a service, product, card, platform, or other solution that is provided by You or a third party and that interoperates with a Service, including, for example, Your time and attendance vendor, Your payroll vendor, an application that is developed by or for You or is identified as Beta Services or by a similar designation.

“Order” means the sales order incorporating these terms and conditions and describing the Services being accepted.

“Services” means the earned wage access and tip to card products and services that You have purchased and are provided to You, including associated Instant offline or mobile components, as described in the applicable Order. “Services” exclude Non-Instant Products.

“User” means an individual who is authorized by You to use a Service, for whom You have purchased a subscription (or in the case of any Services provided by Us without charge, for whom a Service has been provisioned), and to whom You (or, when applicable, Us at Your request) have supplied a user identification and password (for Services utilizing authentication). Users may include, for example, Your employees, consultants, contractors and agents, and third parties with which You transact business.

“We,” “Us” or “Our” means Instant Financial USA, Inc., or its Affiliate that executes an Order with You.

“You” or “Your” means the company or other legal entity for which You are accepting this Agreement.

“Your Data” means electronic data and information submitted by or for Customer to the Services, including but not limited to times and attendance data, wage rates and payment dates, timing and amounts.

2. RESPONSIBILITIES

2.1. Provision of Services. We will (a) make the Services available to You pursuant to this Agreement, (b) use commercially reasonable efforts designed to make the Services

hosted by Us available 24 hours a day, 7 days a week, except for: (i) planned downtime (ii) emergency maintenance, and (iii) any unavailability caused by circumstances beyond Our control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving Our employees), Internet service provider failure or delay, Non-Instant Products, or denial of service, ransomware or other cyber-attacks. No Users will be charged to receive their pay or make purchases using their Instant card. There are no fees to withdraw cash using MoneyPass ATM's or to transfer money once per week from the Instant card to a User designated bank account.

2.2. Protection of Your Data. We will maintain administrative, physical, and technical safeguards designed to protect the security, confidentiality and integrity of Your Data that is in our possession or under our control, as may be further described in the Documentation. Those safeguards will include measures designed to prevent access, use, modification or disclosure of Your Data by Our personnel except (a) to provide or improve the Services and prevent or address service or technical problems, (b) as compelled by law below, or (c) as You expressly permit in writing.

2.3. Beta Services. From time to time, We may make Beta Services available to You at no charge. You may choose to try such Beta Services or not in Your sole discretion. Beta Services are intended for evaluation purposes and not for production use, are not supported, and may be subject to additional terms. Beta Services are not considered "Services" under this Agreement, however, all restrictions, Our reservation of rights and Your obligations concerning the Services, and use of any related Non-Instant Products, shall apply equally to Your use of Beta Services. Unless otherwise stated, any Beta Services trial period will expire upon the earlier of one year from the trial start date or the date that a version of the Beta Services becomes generally available without the applicable Beta Services designation. We may discontinue Beta Services at any time in Our sole discretion and may never make them generally available. We will have no liability for any harm or damage arising out of or in connection with a Beta Service.

2.4. Your Obligations.

2.4.1. Fees. You shall pay Us a one-time implementation fee, and beginning ninety (90) days after the effective date of this Agreement, a recurring minimum monthly fee, as each such fees are set forth in the Order (collectively, the "Fees"); provided, however, if during the Term more than three-hundred and fifty (350) cards issued by Instant to Users are loaded with funds by such Users, We will refund You the one-time implementation fee and You will no longer be required to pay the minimum monthly fee beginning on the

next monthly payment. You are responsible for all taxes arising due to Your purchase of Services under this Agreement, except for taxes on Our income. If You are more than ten (10) days late paying any Fees, We may, in addition to any other rights or remedies We may have under law or in equity, (a) suspend provision of the Services and/or (b) charge late fees at a rate of 1.5% per month or the maximum allowed under state law (whichever is lower). You may not withhold or offset fees due from You against other amounts for any reason.

2.4.2. No Charge to Users. You shall not charge Users in any way for access to their funds over the Services and acknowledge that most states require employers to give their employees a choice of how they want to receive their pay.

2.4.3. Payroll; Accounts. You are solely responsible for the payment of wages, payment timing, providing pay stubs or earnings statements, payroll taxes and other taxes required to be withheld by employers, and other legally required wage or payroll related obligations with respect to your personnel ("Your Payroll Obligations"). You shall set up a bank account and place funds on deposit in sufficient amounts to meet Your Payroll Obligations on time ("Your Account") and indemnify Us against any damages, costs, attorney's fees, or losses arising from the insufficiency of funds in Your Account, including but not limited to the cost of enforcement of Our rights under this section. You will grant us access to Your Account and such funds to permit the Services using Your Data to load each User's card with such User's wages for each applicable pay period, less the earned wage access payments made to Users through the Services during such pay period (such payments, the "EWA Payments"). To the extent the funds in Your Account are insufficient to reimburse us the EWA Payments, You shall (i) be and remain liable to Us for the amount of any such EWA Payments, and (ii) shall reimburse Us for the EWA Payments within five business days of Instant's demand and indemnify Us against any other costs, attorney's fees, or losses directly related to an EWA Payments, including but not limited to the cost of enforcement of Our rights under this section. If any EWA Payment is not received by Us within such five business day period, then, without limiting Our rights or remedies, any such amounts will accrue interest at a rate of 1.5% per month or the maximum allowed under state law (whichever is lower). Any breach of this section will be deemed a material breach to which no limitations on liability apply and shall entitle Us to immediately terminate or suspend this Agreement, the Services or any portion thereof.

2.4.4. Publicity. You agree to serve as a reference customer for Us, and grant Us the right to use Your company name, logo (subject to appropriate trademark attribution), and any associated statements of support for the Services on Instant's marketing collateral,

including Instant's website, press releases, presentations and documents, case studies, and in sales discussions with prospective customers.

3. USE OF SERVICES

3.1. Usage Limits. Services may be subject to usage limits, including, for example, any licensing metrics or other limitations if specified in the Order. Unless otherwise specified, (a) the Service may not be accessed by more than the permitted number of Users stated in the Order (if any), (b) a User's password or login credentials may not be shared with any other individual or third party, and (c) a User identification may only be reassigned to a new individual replacing one who will no longer use the Service. If You exceed a contractual usage limit, We may work with You to seek to reduce Your usage so that it conforms to that limit. If, notwithstanding Our efforts, You are unable or unwilling to abide by a contractual usage limit, You will promptly upon Our request, and/or pay any invoice for excess usage in accordance with Section 5.2 (Invoicing and Payment).

3.2. Your Responsibilities. You will (a) timely cooperate with Us in connection with Your support requests, (b) use the Services in accordance with the Documentation and be responsible for Users' compliance with this Agreement and Documentation, (c) be responsible for the accuracy, quality and legality of Your Data and the means by which You acquired Your Data, (d) use commercially reasonable efforts to prevent unauthorized access to or use of Services, and notify Us promptly of any such unauthorized access or use, (e) use Services only in accordance with this Agreement, Documentation, and applicable laws and government regulations, (f) immediately notify Us if a User is no longer Your employee, and (g) comply with the applicable agreement or terms of service of any Non-Instant Products with which You use with the Services.

3.3. Prohibited Uses. You will not (a) make any Service available to, or use any Service for the benefit of, anyone other than You or Users, unless expressly stated otherwise in the Documentation, (b) sell, resell, license, sublicense, distribute, make available, rent or lease any Service, or include any Service in a service bureau or outsourcing offering, (c) use a Service or Non-Instant Product to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use a Service or Non-Instant Product to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of any Service or third-party data contained therein, (f) attempt to gain unauthorized access to any Service or its related systems or networks, (g) permit direct or indirect access to or use of any Service in a way that circumvents a contractual usage limit, or use any of Our Services to access or use any of Our intellectual property except as permitted under this Agreement, or the Documentation, (h) copy a Service or any part, feature, function or user interface

thereof, (i) frame or mirror any part of any Service, other than framing on Your own intranets or otherwise for Your own internal business purposes or as permitted in the Documentation, (j) access any Service in order to build a competitive product or service or to benchmark with a Non-Instant product or service, or (k) reverse engineer any Service (to the extent such restriction is permitted by law). Any use of the Services in breach of this Agreement or Documentation by You or Users that in Our judgment threatens the security, integrity or availability of any of Our products or services, may result in Our immediate suspension of the Services, however We will use commercially reasonable efforts under the circumstances to provide You with notice and an opportunity to remedy such violation or threat prior to such suspension.

3.4. Updates; Removal of Non-Instant Products. We may update, change, upgrade or modify the Services in our sole discretion. If We receive information that a Non-Instant Product may violate applicable law or third-party rights, We may so notify You and in any event You will, or We may, immediately disable such Non-Instant Product's interoperation with a Service until the potential violation is resolved.

3.5. Overpayments. If, in connection with Our performance of the Services, any payment is made by or on behalf of You to any User in an amount greater than the amount to which such User is entitled for any reason other than the Services, when correctly used, not performing in accordance with the Documentation (each, an "Overpayment"), We shall notify You of the details of such Overpayment. You shall (i) be liable to Us for the amount of any such Overpayment, and (ii) shall reimburse Us for the Overpayment within five business days of Instant's demand and indemnify Us against any other costs, attorney's fees, or losses directly related to an Overpayment, including but not limited to the cost of enforcement of Our rights under this section. You represent and warrant that You will immediately notify Us if a User is paid outside of the Services so that We can prevent Overpayments from occurring. If any Overpayment amount is not received by Us within such five business day period, then, without limiting Our rights or remedies, any such amounts will accrue interest at a rate of 1.5% per month or the maximum allowed under state law (whichever is lower). Any breach of this section will be deemed a material breach to which no limitations on liability apply and shall entitle Us to immediately terminate or suspend this Agreement, the Services or any portion thereof. Overpayments constitute a reasonable estimation of our damages, not a penalty, and are part of Our rates.

3.6. Underpayments. If, in connection with Our performance of the Services, We make available to a User less than the full amount that the applicable User validly requested and You correctly transferred with available funds, in each case, using the Services in

accordance with the Documentation and this Agreement (each, an “Underpayment”), then We are solely responsible to compensate that User for the remaining amount not previously made available by Us (each, an “Outstanding Payment”). For each Underpayment, We must make available to such User the Outstanding Payment following Your notification to Us of the User owed an Outstanding Payment. You shall provide Us reasonable cooperation in ensuring such Outstanding Payment is made to the right individual. We have no obligations under this Section to the extent that the Outstanding Payment resulted from an error not directly caused by Us, including without limitation, the unavailability of funds in Your Account, incomplete or errors in Your Data, or any other materials or information provided by You or any User. This Section states Our sole liability to, and the User and Your exclusive remedy against Us, for any type of dispute related to an Outstanding Payment as described in this Section.

4. NON-INSTANT PROVIDERS

4.1. General. We or third parties may make available or provide Non-Instant Products and implementation and other consulting services in connection with Our Services or that are able to interoperate with the Services. Any acquisition by You of such products or services, and any exchange of data between You and the provider of such products or services (each, a “Non-Instant Provider”), is solely between You and the applicable Non-Instant Provider. We do not warrant or support Non-Instant Products.

4.2. Non-Instant Products and Your Data. You shall timely provide, and shall cause the Non-Instant Provider to timely provide, Us with any reasonably requested information and materials needed to integrate the Non-Instant Product with the Services and to maintain such integration. You grant Us permission to allow the Non-Instant Provider and its contractors or agents to access, store, transmit and otherwise use Your Data (including but not limited to any data that constitutes Confidential Information) for the interoperation of that Non-Instant Product with a Service, the provision of the Non-Instant Product and Services, and any other uses in connection with Your agreement with the Non-Instant Provider. We are not responsible for any disclosure, modification or deletion of Your Data resulting from use or access by such Non-Instant Product or the Non-Instant Provider or its contractors or agents.

4.3. Disclaimer. We cannot guarantee the continued availability of any Services or features thereof that rely upon interoperation with a Non-Instant Product, and may cease providing them without being in breach of this Agreement or entitling You to any refund, credit, or other compensation, if for example and without limitation, the Non-Instant Provider fails to maintain the applicable integration or ceases to make the Non-Instant

Product available for interoperation with the corresponding Service in a manner acceptable to Us.

5. PROPRIETARY RIGHTS AND LICENSES

5.1. Reservation of Rights. Subject to the limited rights expressly granted hereunder, We and Our licensors reserve all of Our/their right, title and interest in and to the Services, including all of Our/their related intellectual property rights. No rights are granted to You hereunder other than as expressly set forth herein.

5.2. License to the Services. Subject to Your compliance with this Agreement, during the Term, We grant You a non-exclusive, limited, personal, non-transferable, and non-sublicensable license to use the Services in accordance with the Documentation and this Agreement.

5.3. License to Your Data. You grant Us, Our Affiliates and applicable contractors a worldwide, royalty-free, term-limited license to host, copy, transmit and display Your Data, any Non-Instant Products and program code created by or for You using a Service or for use by You with the Services, as reasonably necessary or useful for Us to (a) perform under this Agreement, (b) improve the Services and (c) develop new products or services. You represent and warrant You that have the right to grant the foregoing license, and will ensure You have procured such rights from each applicable Non-Instant Provider. Subject to the limited licenses granted herein, We acquire no right, title or interest from You or Your licensors under this Agreement in or to any of Your Data, Non-Instant Product or such program code.

6. CONFIDENTIALITY

6.1. Definition of Confidential Information. “Confidential Information” means all information disclosed by a party (“Disclosing Party”) to the other party (“Receiving Party”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Our Confidential Information includes the Services; and Confidential Information of each party includes the terms and conditions of this Agreement a, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third

party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

6.2. Non-Disclosure. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to (i) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (ii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not materially less protective of the Confidential Information than those herein. Neither part will disclose the terms of this Agreement to any third party other than its Affiliates, legal counsel and accountants without the other party's prior written consent, provided that a party that makes any such disclosure to its Affiliate, legal counsel or accountants will remain responsible for such Affiliate's, legal counsel's or accountant's compliance with this "Confidentiality" section. Notwithstanding the foregoing, We may disclose the terms of this Agreement to a subcontractor or Non-Instant Provider to the extent necessary to carry out Our obligations.

6.3. Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information.

6.4. Feedback. Any suggestions or proposed modifications to the Services (in any form) or suggestions for new products or services, provided by You may be freely used by Instant or its Affiliates without limitation, compensation, or restriction of any kind, and any modification to the Services or Our other existing or new products resulting from such suggestions or proposed modifications will be exclusively owned by Us.

7. REPRESENTATIONS AND DISCLAIMERS

7.1. Representations. Each party represents that it has validly entered into this Agreement and has the legal power to do so.

7.2. Disclaimers. EXCEPT AS EXPRESSLY PROVIDED HEREIN, WE DO NOT MAKE ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. BETA SERVICES ARE PROVIDED “AS IS,” EXCLUSIVE OF ANY WARRANTY WHATSOEVER. WE DISCLAIM ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD-PARTY HOSTING PROVIDERS OR NON-INstant PRODUCTS.

7.3. Relationship. The parties are independent contractors. Neither party is the agent, partner or employee of the other party.

8. INDEMNIFICATION

You will at Your expense defend Us and other against any claim, demand, suit or proceeding made or brought against Us by a third party (including without limitation any Non-Instant Provider) (a) alleging that any of Your Data or other materials infringes, violates or misappropriates such third party’s rights, or (b) arising from (i) Your use of the Services in violation of the Agreement or the Documentation, (ii) Your use of a Non-Instant Product in violation of Your agreement with its provider, (iii) Your violation of any applicable laws or regulations, (iv) Your Payroll Obligations, Overpayments, Your Data, or any Malicious Code transmitted to Us by Your or Your User’s use of the Service, or (v) any dispute or conflict between You and a Non-Instant Provider to the extent not proximately caused by our breach of this Agreement (each of (a) or (b), a “Claim Against Us”), and You will indemnify Us from any damages, losses, attorney fees and costs incurred by Us as a result of, or for any amounts paid by Us under a settlement approved by You in writing of, a Claim Against Us. We will (A) promptly give You written notice of the Claim Against Us, (B) give You sole control of the defense and settlement of the Claim Against Us (except that We may approve of selected counsel in our reasonable discretion and You may not settle any Claim Against Us unless it unconditionally releases Us of all liability), and (C) give You any reasonable assistance, at Your expense.

9. LIMITATION OF LIABILITY

9.1. Limitation of Liability. EXCEPT FOR OUR OBLIGATIONS WITH RESPECT TO OUTSTANDING PAYMENTS, IN NO EVENT SHALL OUR AGGREGATE LIABILITY TOGETHER WITH ALL OF OUR AFFILIATES ARISING OUT OF OR RELATED TO THIS

AGREEMENT EXCEED THE GREATER OF (A) THE AMOUNT ACTUALLY RECEIVED BY US DUE TO YOUR USER'S USE OF THE SERVICES IN THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM OR (B) ONE THOUSAND DOLLARS (\$1000). THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) OR OTHERWISE AND REGARDLESS OF THE THEORY OF LIABILITY.

9.2. Exclusion of Consequential and Related Damages. IN NO EVENT WILL WE HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOST PROFITS, REVENUES, GOODWILL, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER WILL NOT APPLY SOLELY TO THE EXTENT PROHIBITED BY LAW.

10. TERM AND TERMINATION

10.1. Term. The term of this Agreement is set out in the applicable Order ("Term").

10.2. Termination. A party may terminate this Agreement for cause (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if 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.

10.3. Your Data Portability and Deletion. Upon request by You made within 30 days after the effective date of termination or expiration of this Agreement, We will make Your Data available to You for export or download as provided in the Documentation or in a format of our choosing. After such 30-day period, We will have no obligation to maintain or provide any Your Data, and will thereafter delete or destroy all copies of Your Data in Our systems or otherwise in Our possession or control, unless legally prohibited.

10.4. Surviving Provisions. The sections titled "OVERPAYMENTS," "CONFIDENTIALITY," "REPRESENTATIONS AND DISCLAIMERS," "INDEMNIFICATION," "LIMITATION OF LIABILITY," "YOUR DATA PORTABILITY AND DELETION," "REMOVAL OF NON-INSTANT PRODUCTS," "SURVIVING PROVISIONS" and "GENERAL PROVISIONS" will survive any termination or expiration of this Agreement.

11. WHO YOU ARE CONTRACTING WITH, NOTICES, GOVERNING LAW AND JURISDICTION

11.1. Manner of Giving Notice. Notices should be sent to 2500 Northwinds Parkway, Suite 275, Alpharetta, GA 30009, Attn: VP Sales, with a copy to Attn: General Counsel. Except as otherwise specified in this Agreement, all notices related to this Agreement will be in writing and will be effective upon (a) personal delivery, (b) the second business day after mailing, or (c), except for notices of termination or an indemnifiable claim (“Legal Notices”), which shall clearly be identifiable as Legal Notices, the day of sending by email. All other notices to You will be addressed to the relevant Services system administrator designated by You.

11.2. Agreement to Governing Law and Jurisdiction. This Agreement is governed by the laws of the State of Georgia, USA. The United Nations Convention on Contracts for the International Sale of Goods do not apply in any respect to this Agreement or the parties. Exclusive venue for any action arising out of or in connection with this agreement shall be in Fulton County, Georgia. The parties each hereby consent to such jurisdiction and venue, and waive any objections to such jurisdiction and venue.

12. GENERAL PROVISIONS

12.1. Export Compliance. The Services and other technology We make available, and derivatives thereof are be subject to export laws and regulations of the United States and other jurisdictions. You represents that neither You nor any User are named on any U.S. government denied-party list. You shall not permit Users to access or use any Service in a U.S. embargoed country (currently Cuba, Crimea region – Ukraine, Iran, North Korea, or Syria) or in violation of any U.S. export law or regulation. You shall indemnify us for any losses, damages or fines incurred in connection with this section, including but not limited to our legal costs in enforcing this section.

12.2. Anti-Corruption. You agree that You have not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of Our employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If You learn of any violation of the above restriction, You will use reasonable efforts to promptly notify Our Legal Department at legal@instant.co.

12.3. Entire Agreement and Order of Precedence. This Agreement is the entire agreement between You and Us regarding Your use of Services and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. Except as otherwise provided herein, no modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by the party against whom the modification, amendment or waiver is

to be asserted. The parties agree that any term or condition stated in Your purchase order or in any other of Your order documentation is void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) these terms and conditions and (2) the Order.

12.4. Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other party's prior written consent (not to be unreasonably withheld); provided, however, We may assign this Agreement in its entirety, without Your consent to Our Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns. Any assignment in violation of this Section is void.

12.5. Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

12.6. Third-Party Beneficiaries. There are no third-party beneficiaries under this Agreement.

12.7. Waiver. No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right.

12.8. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect.