



Subscription Service Provider Agreement

Version 2023050301

This Subscription Service Agreement (“**Agreement**”) is made by and between BaasFlow, Inc. (“**BaasFlow**”), a Delaware corporation having offices in Seattle WA 98117, and the entity that has licensed from BaasFlow products and services (“**Customer**”) either directly or from an authorized reseller of BaasFlow products (“**Authorized Reseller**”). This Agreement shall become effective upon the date last executed below (the “**Agreement Effective Date**”).

In consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Definitions.** Capitalized terms used in this Agreement shall have the meaning assigned to them as set forth below.

1.1. “**Accounts**” or “**Account**” means a unique account that is configured internally and is assigned to one end customer within the BaasFlow “system of record”, where such an account is active within the meaning of activity taking place on such account(s) within the last 90 days.

1.2. “**Account License(s)**” means a license, pursuant to this Agreement, that permits one legal entity to access, receive or benefit from the Services of said Account(s) during the Subscription Term, based on the Order form.

1.3. “**Agreement Term**” means the period of validity for the Agreement, beginning on the Agreement Effective Date and ending as specified herein.

1.4. “**BaasFlow Banking System**” means the components that taken as a whole create a “system of record”, as described in documentation including configuration of the Fineract open source project, the PaymentHUB EE project, the Order Management, Customer 360, and notification components and the running of such components in the cloud.

1.5. “**Confidential Information**” means all non-public information disclosed by a party to the other party which: (a) is marked as “Confidential” or with a comparable legend if disclosed in written, graphic, machine readable or other tangible form, or (b) which

should be reasonably in good faith be treated as confidential or proprietary based on the nature of the information or the circumstance surrounding its disclosure. Confidential Information does not include information which: (i) is generally known or publicly available, or which, hereafter through no act or failure to act on the part of recipient, becomes generally known or available; (ii) is rightfully known to recipient at the time of receiving such information; (iii) is furnished to recipient by a third party without restriction on disclosure; or (iv) is independently developed by recipient without having relied on the Confidential Information of the disclosing party.

1.6. “**Documentation**” means the generally available end user documentation provided by BaasFlow with the Software.

1.7. “**Fees**” means, as applicable, the fees charged by BaasFlow or an Authorized Reseller for licenses and services as set forth on the applicable Order Form.

1.8. “**Intellectual Property Rights**” means any intellectual property rights, including patents, utility models, rights in designs, copyrights, moral rights, topography rights, database rights, trade secrets, and rights of confidentiality, trade secrets or proprietary information, in all cases whether or not registered or registrable in any country, and including the right to apply for the same and all rights and forms of protection of a similar nature or having equivalent or similar effect to any of these anywhere in the world from time to time.

1.9. "**Order Form**" means an order form that incorporates the terms of this Agreement between the Customer and BaasFlow or an Authorized Reseller.

1.10. "**Order Form Effective Date**" means the effective date of each Order Form, as set forth on the applicable Order Form (and if nothing is stated, shall be the last date executed between the parties of such Order Form).

1.11. "**Services**" means, collectively, BaasFlow's generally available: (i) Support Services (as defined in Section 3.1); or (ii) any Deployment Support Services (as defined under Section 3.3).

1.12. "**Software**" means the generally available, commercially licensed software, in binary or in source code form, set forth in the applicable Order Form, including all Updates thereto and the Documentation delivered to the Customer hereunder.

1.13. "**Subscription Term**" means the period of time the applicable licenses are valid, as specified in the Order Form (with the starting date of the Subscription Term referred to as "Subscription Start Date" on the Order Form). The initial term set forth in the Order Form (and referred to as "Subscription Length" on the Order Form) together with any renewal term is collectively referred to as the Subscription Term.

1.14. "**Update**" means a major or minor release of the Software, or a fix or patch thereto, that BaasFlow may make available to Customer.

2. Software License and Restrictions.

2.1. Subscription Rights to Use. During the applicable Subscription Term, subject to conditions in this Section 2 and payment of any applicable license Fees, BaasFlow grants to Customer a world-wide, non-exclusive and non-transferable license to permit its employees to access, copy, install (solely at Customer's facilities, at a Customer-controlled space within a third-party data center, or a third-party hosting provider associated with a Customer-controlled account) and use the Software in accordance with the Documentation.

2.2. Restrictions. Except as expressly set forth in this Agreement, Customer shall not, directly or indirectly: (a) use the Software in violation of the terms and conditions of Section 2.1 (Subscription Rights to Use);

(b) sublicense, resell, rent, lease, distribute or otherwise transfer rights or usage in the Software; (c) provide the Software on a timesharing, service bureau, service provider or other similar basis; (d) remove or alter any copyright, trademark or proprietary notice in the Software; (e) reverse engineer or decompile any portion of the Software not provided in source code format, or in any way derive source code from the Software, except to the extent enforcement of the foregoing is prohibited by applicable law; (f) use any Support Services in connection with, or for the benefit of, any version of the Software other than the licensed version, including but not limited to any open source or community version; (g) use any Software or Services for any benchmarking or development of any competitive products or services; and (h) use the Software or Support Services in violation of any applicable laws, rules, regulations or the Documentation. Customer shall indemnify BaasFlow from any damages or claims arising from third party claims arising from violations of this Section 2.2.

2.3. BaasFlow Intellectual Property. Title to and ownership of all copies of the Software, whether in machine-readable (source, object code or other format) or printed form, and all related technical know-how and all rights therein (including without limitation all Intellectual Property Rights applicable thereto and in all derivative works by whomsoever produced), are reserved by BaasFlow and its licensors and shall remain the exclusive property thereof. All rights not expressly granted to Customer are reserved by BaasFlow and its licensors.

2.4. Customer Responsibilities. Customer shall promptly notify BaasFlow in writing of any unauthorized use or access to the Software or Support Services, or any increase in use of the Software that exceeds the number of Account Licenses purchased. Upon request from BaasFlow and no more than once per calendar quarter, Customer shall report its actual usage of the Software under each Order Form.

2.5. Source Code. The source code underlying the open source components of the Software, subject to the applicable license, is available upon request.

3. Services.

3.1. Support Services. During the Subscription Term, BaasFlow shall provide Customer with the level of

support purchased by Customer and specified on the applicable Order Form (the “**Support Services**”).

3.2. Suggestions. Customer is not obligated to provide BaasFlow with any suggestions, enhancements, recommendations, requirements, or other feedback (“**Feedback**”). To the extent Customer does provide BaasFlow with any Feedback, Customer hereby grants to BaasFlow a royalty-free, worldwide, transferable, sublicensable, irrevocable, right and license to use, copy, modify and distribute, without attribution, including by incorporating into any software or service owned by BaasFlow, any Feedback provided by Customer relating to any software or service owned or offered by BaasFlow.

3.3. Description of Deployment Support Services. The Deployment Support Services are limited to technical consultation or mentoring assistance regarding the BaasFlow Software capabilities, and may be further described in an Order Form (the “**Deployment Support Services**”). The Order Form will specify the number of hours or days of Deployment Support Services that will be made available by BaasFlow (“**Deployment Support Hours**”). All Deployment Support Services shall be valid for the Subscription Length under the corresponding Order Form under which the Deployment Support Services are purchased. Any unused Deployment Support Services will not be subject to any credit or refund and will not be carried forward. Deployment Support Services may be provided by BaasFlow, an Authorized Reseller, or other third party as specified in an Order Form.

3.4. Deployment Support Hours. Deployment Support Hours will be scheduled during the Subscription Length under the corresponding Order Form under which the Deployment Services are purchased. Scheduling shall be based on Customer’s project schedule and availability of the applicable BaasFlow resource. Unless otherwise agreed by BaasFlow, Deployment Support Hours are only available Monday through Friday during BaasFlow’s regular business hours, excluding holidays and planned vacations for the applicable BaasFlow resource, or as reasonable, taking into account location and resource availability.

3.5. Method of Delivery and Exclusions. BaasFlow will make a resource available, either on-site or remote, to provide the Deployment Support Services.

3.6. Conditions and Exclusions. The Deployment Support Services are subject to the following terms,

as well as any additional conditions and exclusions set forth in the applicable Order Form:

(a) Customer will designate a point of contact for the Deployment Support Services who will serve as an escalation point for BaasFlow and assist in scheduling and providing Customer resources, as required for BaasFlow to perform the Deployment Support Services.

(b) Customer will provide a non-production workspace, internet connection, access badges, credentials or other access rights required for the BaasFlow resource to perform the Deployment Support Services.

(c) Customer remains responsible for project management. BaasFlow is not responsible for providing management of Customer’s projects or implementations as part of the Deployment Support Services, but may provide recommendations to Customer and keep internal BaasFlow teams informed about Customer’s project timelines as part of the Deployment Support Services.

(d) Customer or its applicable implementation services provider will remain solely responsible for any testing, development, configuration, implementation or similar steps required for a production environment or commercial deployment of the BaasFlow Software.

(e) The Deployment Support Services do not provide a point of contact for support. The first point of contact for support is the BaasFlow ticketing system and regional support escalation number provided separately as part of support services.

(f) BaasFlow’s provision of the Deployment Support Services expressly does not include any consulting services, including any hands-on development, configuration or implementation of the Software (“**Consulting Services**”). If Customer requires the provision of Consulting Services, the details and terms of such services will be set forth in a separate signed writing between the parties.

(g) The Deployment Support Services are provided on a non-exclusive basis. Nothing shall be construed as restricting or limiting BaasFlow from providing the same or similar services to other customers. This Agreement does not limit or restrict either party from entering into agreements or services engagements with any other entities or require either party to limit or

restrict the assignment of any of its personnel. Neither party will be restricted with respect to general skills or knowledge acquired by its personnel performing Services under this Agreement or any ideas, information or understandings retained in their unaided human memory.

4. Fees and Payment.

4.1. **Payments & Fees for Reseller Purchases.** In the event that the licenses and services are purchased hereunder through an Authorized Reseller, Customer's obligation to pay shall be subject to a separate agreement to pay such Authorized Reseller. Customer acknowledges, that in addition to all other remedies under the law, the Authorized Reseller may be entitled to terminate licenses granted hereunder for a breach of such separate agreement with Customer (e.g. a failure to pay for such licenses).

4.2. **Payment for Direct Purchases.** If any purchases are made directly with BaasFlow pursuant to this Agreement, all Fees due hereunder will be on the applicable Order Form. Except as otherwise provided therein, Fees are: (a) invoiced upon the Order Form Effective Date or upon BaasFlow's acceptance of a purchase order, as applicable, (b) based upon the number of Account Licenses purchased, even if actual usage is lower and (c) are exclusive of all taxes (for which Customer shall be responsible, except for taxes on BaasFlow's net income). Unless otherwise specified in the Order Form, all Fees shall be due no later than thirty (30) days after the date of BaasFlow's invoice. Customer agrees to provide BaasFlow with complete and accurate billing and contact information. A service charge of 1.0% per month or the highest lawful interest rate permitted by law, whichever is lower, shall be applied to all amounts which are not paid when due under this Agreement or any Order Form, accruing from the due date. Additionally, if any failure to pay amounts when due continues for ten days following written notice thereof, BaasFlow may suspend performance of Services until all past due amounts and interest thereon have been paid, without incurring any obligation or liability to Customer or any other party by reason of such suspension.

4.3. **Renewal.** The Subscription Term of each Order Form shall automatically renew for periods equal to the initial Subscription Term, unless either party gives the other party written notice of non-renewal at least ninety (90) days prior to the end of the then current Subscription Term. All renewal Fees shall be due on the renewal date of the applicable Order Form

Effective Date and payable in accordance with this Section 4. Any pricing or changes in the number of Account Licenses for a renewal term shall be reflected on the applicable Order Form. BaasFlow reserves the right to modify the Fees in connection with a Subscription Term renewal.

4.4. **Audit Rights.** BaasFlow shall have the right at its expense to audit, or have an independent, certified public accountant reasonably acceptable to Customer audit, Customer's records and books of accounts related to the Software for the sole purpose of verifying compliance with the terms of this Agreement; provided, that (a) Customer is provided at least ten (10) business days advance written notice of BaasFlow's intention to audit and (b) the audit is conducted during normal business hours. If the audit reveals Customer has more Accounts than Customer has purchased Account Licenses for, Customer shall immediately pay the applicable Fees for such additional Identities and if the audit reveals a discrepancy of five percent (8%) or more, Customer shall pay the cost of the audit to BaasFlow.

5. Term and Termination.

5.1. **Term.** This Agreement shall become effective upon the Agreement Effective Date and shall continue in full force and effect for the duration of any Subscription Term pursuant to a current Order Form.

5.2. **Subscription Term.** Each Subscription Term shall commence on the date set forth in the relevant Order Form and expire on the date set forth therein, unless renewed in accordance with Section 4.3 (Renewal) or terminated in accordance with this Section 5. The expiration or party's termination for any reason of any individual Order Form shall not result in a termination of this Agreement but shall result only in the termination of such Order Form. The provisions of this Agreement relating to the effects of termination shall apply to each Order Form as an independent contract.

5.3. **Termination Rights.** If either party is in default of any material provision of this Agreement, and such default is not corrected within thirty (30) days of receipt of written notice, the other party shall have the right to terminate this Agreement immediately by providing written notice to the party in breach. Either party shall have the right to immediately terminate this Agreement in writing if the other party: (a) voluntarily or involuntarily becomes the subject of a petition in bankruptcy or of any proceeding relating to

insolvency, receivership, liquidation, or composition for the benefit of creditors which is not dismissed within one hundred twenty (120) days or (b) admits in writing its inability to pay its debts as they become due.

5.4. Effect of Termination; Surviving Provisions. Upon expiration or termination of an Order Form or termination of the Agreement as a whole, the Account Licenses purchased thereunder shall immediately terminate and Customer shall immediately: (a) stop using the Software and Services; (b) return or destroy the Software and all Confidential Information in its possession or under its control; and (c) if requested by BaasFlow, provide a signed written certification by an officer of the Customer certifying that Customer has removed the Software and all Confidential Information pursuant to this Section 5.4. Customer's obligation to make payment of any unpaid Fees and the terms of Section 1 (Definitions), 2.2 (Restrictions), 2.4 (BaasFlow Intellectual Property), 4.4 (Audit Rights), 5 (Term and Termination), 6 (Confidentiality), 7.4 (Disclaimer of Warranties), 9 (Limitation of Liability), and 10 (General) shall survive termination or expiration of this Agreement.

6. Confidentiality.

6.1. Obligation. BaasFlow and Customer agree that, for a period of three (3) years after last receipt of the other party's Confidential Information, it will: (a) use the other party's Confidential Information only in connection with fulfilling its rights and obligations under this Agreement, and (b) hold the other party's Confidential Information in strict confidence and exercise due care with respect to its handling and protection, consistent with its own policies concerning protection of its own Confidential Information of like importance but in no instance with less than reasonable care, such due care including without limitation requiring its employees, professional advisors and contractors to execute non-disclosure agreements which are consistent with the terms and conditions of this Agreement and no less protective of each party's Intellectual Property Rights as set forth herein before allowing such parties to have access to the Confidential Information of the other party.

6.2. Exceptions to Obligation. Notwithstanding Section 6.1 (Obligation), either party may disclose Confidential Information to the extent required by law, provided the other party uses commercially reasonable efforts to give the party owning the Confidential Information sufficient notice of such

required disclosure to allow the party owning the Confidential Information reasonable opportunity to object to and to take legal action to prevent such disclosure.

7. Warranties, Exclusive Remedies and Disclaimers.

7.1. Warranties. BaasFlow warrants for the sole benefit of Customer that: (a) the Services will be performed by BaasFlow with due care and skill in a professional, workmanlike manner; (b) during the Subscription Term, the Software shall perform materially in accordance with the Documentation; and (c) BaasFlow shall use commercially reasonable efforts to scan the Software for viruses to ensure that the Software is free from any virus upon delivery. The foregoing warranties shall not apply to any error or failure resulting from: (i) use of the Software in an operating environment other than as set forth in the Documentation; (ii) Customer's failure to follow any reasonable instructions of BaasFlow; (iii) use of the Software outside the terms and conditions of this Agreement; (iv) Customer's negligence or accident; or (v) modification of the Software by anyone other than BaasFlow.

7.2. Services. As BaasFlow's entire liability and Customer's exclusive remedy for breach of the warranty set forth in 7.1(a), if Customer notifies BaasFlow in writing within ten (10) days of completion of the applicable Services, BaasFlow shall re-perform such services at no additional cost to Customer.

7.3. Corrections of Software. As BaasFlow's entire liability and Customer's exclusive remedy for breach of the warranty set forth in Section 7.1(b) and (c), BaasFlow shall, at no charge: (a) use commercially reasonable efforts to make a correction available to the Software; (b) replace the Software with conforming Software; or (c) after making all commercially reasonable efforts to provide the foregoing remedies, terminate the applicable license and refund the unused portion of any pre-paid Fees received by BaasFlow.

7.4. Disclaimer of Warranties. EXCEPT AS SET FORTH IN SECTION 7.1 (WARRANTIES), THE SOFTWARE LICENSED HEREUNDER, ALL DEPLOYMENT SUPPORT SERVICES, RECOMMENDATIONS, REPORTS, AND OTHER INFORMATION AND MATERIALS ARE LICENSED AND/OR PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND. BAASFLOW AND ITS

LICENSORS EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTY OF NON-INFRINGEMENT. THE REMEDIES SET FORTH HEREIN ARE THE SOLE AND EXCLUSIVE REMEDIES FOR ANY CLAIMS THAT BAASFLOW HAS VIOLATED ANY WARRANTY. NOTWITHSTANDING ANYTHING TO THE CONTRARY, BAASFLOW SHALL NOT HAVE ANY LIABILITY ARISING OUT OF OR RELATING TO ANY USE, IMPLEMENTATION OR CONFIGURATION OF ANY OF THE DEPLOYMENT SUPPORT SERVICES, RECOMMENDATIONS, REPORTS, OR OTHER INFORMATION OR MATERIALS IN ANY PRODUCTION ENVIRONMENT OR FOR ANY COMMERCIAL DEPLOYMENT.

8. Indemnity.

8.1. BaasFlow Intellectual Property Indemnification. BaasFlow agrees to indemnify Customer against any damages finally awarded against Customer including reasonable attorney's fees incurred in connection with a third party claim alleging that the Customer's use of the unaltered Software infringes or misappropriates any third party U.K., U.S., or European Union member states' patent or copyright in the country designated for delivery of the Software in accordance with the terms of this Agreement, provided that Customer provides prompt written notice of such claim to BaasFlow, grants BaasFlow the sole right to control and defend such claim, and provides to BaasFlow all reasonable assistance. In the event of a claim or threatened claim under this Section by a third party, BaasFlow may, at its sole option: (a) revise the Software so that it is no longer infringing; (b) obtain the right for Customer to continue using the Software; or (c) terminate the Agreement upon thirty (30) days' notice and refund any pro-rata unused, pre-paid license fees received by BaasFlow. Notwithstanding the foregoing, BaasFlow shall have no liability or indemnification obligations from claims that arise from: (i) a version of the Software other than the then current version; (ii) modification of the Software by anyone other than BaasFlow; (iii) combination, operation or use of the Software with any other products not supplied by BaasFlow; (iv) any claim made for any use of the Software outside of a valid Subscription Term; or (v) any claim or damages arising after BaasFlow's notice to Customer that

Customer should cease use of the Software in accordance with this paragraph.

8.2. THIS SECTION 8 STATES THE ENTIRE LIABILITY OF BAASFLOW AND THE SOLE AND EXCLUSIVE REMEDY OF CUSTOMER WITH RESPECT TO THE INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS BY THE SOFTWARE.

9. Limitation of Liability.

9.1. Limitation on All Damages. TO THE EXTENT NOT PROHIBITED BY LAW, EXCEPT FOR EITHER PARTY'S BREACH OF SECTION 6 (CONFIDENTIALITY) AND CUSTOMER'S LIABILITY ARISING UNDER SECTION 2.2 (RESTRICTIONS), IN NO EVENT SHALL EITHER PARTY'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED IN THE AGGREGATE 100% OF THE FEES PAID IN CONNECTION WITH THE RELEVANT ORDER FORM WHICH GAVE RISE TO THE DISPUTE. THE FOREGOING SHALL NOT LIMIT CUSTOMER'S PAYMENT OBLIGATIONS FOR ITS ACCOUNT LICENSES.

9.2. Disclaimer of Consequential Damages. EXCEPT FOR EITHER PARTY'S BREACH OF SECTION 6 (CONFIDENTIALITY) AND CUSTOMER'S LIABILITY ARISING UNDER SECTION 2.2 (RESTRICTIONS), IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, ANY LOST PROFITS, REVENUE, OR DATA, INTERRUPTION OF BUSINESS OR FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL OR INDIRECT DAMAGES OF ANY KIND, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR IF SUCH DAMAGE COULD HAVE BEEN REASONABLY FORESEEN.

10. General.

10.1. Publicity. Either party may include the other's name and logo in customer or vendor lists on such party's website and marketing collateral. Customer also agrees to: (a) serve as a reference or host onsite reference visits; (b) collaborate on press releases announcing or promoting the relationship; and (c) collaborate on case studies or other marketing collateral.

10.2. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Washington without reference to its conflicts of law provisions. Both parties hereby irrevocably consent to the personal and exclusive jurisdiction of the state and federal courts of competent jurisdiction located in Seattle, Washington. The substantially prevailing party shall be entitled to recover its reasonable attorneys' fees, and costs and expenses incurred.

10.3. Assignment. Customer may not assign any of its rights or obligations under this Agreement without the prior written consent of BaasFlow, which consent shall not be unreasonably withheld. This Section shall not be construed as limiting BaasFlow's right to use contractors and its affiliates to carry out any of its obligations under this Agreement, provided that BaasFlow shall remain responsible for any such services provided by a contractor or affiliate. Any assignment not in conformity with this Section shall be null and void.

10.4. Notices. Any notices required under this Agreement shall be given in writing, shall reference this Agreement, and shall be deemed to have been delivered and given: (a) when delivered personally; (b) three (3) business days after having been sent by registered or certified U.S. mail, return receipt requested; or (c) one (1) business day after deposit with a commercial overnight courier, with written verification of receipt. All communications shall be sent to the addresses set forth in the preamble of this Agreement or to such other address as may be designated by a party by giving written notice to the other party. Notices shall be addressed to the Legal Department.

10.5. Force Majeure. Except for any payments due hereunder, neither party shall be responsible for delay or failure in performance caused by any government act, law, regulation, order or decree, by communication line or power failures beyond its reasonable control, or by fire, flood or other natural disasters or by other causes beyond its reasonable control, nor shall any such delay or failure be considered a breach of this Agreement.

10.6. Compliance with Law. The Software is subject to U.S. export control laws, including the U.S. Export Administration Act and its associated regulations, and may be subject to export or import regulations in other countries. Customer agrees to comply fully with all laws and regulations of the United States and other

countries ("**Export Laws**") to assure that neither the Software, nor any direct products thereof are: (a) exported, directly or indirectly, in violation of Export Laws, either to any countries that are subject to U.S. export restrictions or to any end user who is prohibited from participating in the U.S. export transactions by any federal agency of the U.S. government or (b) intended to be used for any purpose prohibited by Export Laws, including, without limitation, nuclear, chemical, or biological weapons proliferation. Further, Customer agrees to comply with all relevant anti-bribery and anti-corruption laws in effect in the U.S. and its local regulations, if any. As such, Customer acknowledges and agrees to comply with the United State Foreign Corrupt Practices Act in all business related to this Agreement.

10.7. US Government Restrictions. Customer acknowledges that the Software consists of "commercial computer software" and "commercial computer software documentation" as such terms are defined in the Code of Federal Regulations. No government procurement regulations or contract clauses or provisions shall be deemed a part of any transaction between the parties unless its inclusion is required by law, or mutually agreed in writing by the parties in connection with a specific transaction. Use, duplication, reproduction, release, modification, disclosure or transfer of the Software is restricted in accordance with the terms of this Agreement.

10.8. General. No modification, termination, extension, renewal or waiver of any provision of this Agreement shall be binding upon a party unless made in writing and signed by both parties. No modification of this Agreement or of any term or condition hereof shall result due to either party's acknowledgment or acceptance of the party's forms (e.g., purchase orders, acknowledgment forms, etc.) containing different or additional terms and conditions unless expressly and specifically accepted by both parties by means of a writing which references this Section. In the event that licenses or services purchased hereunder are from an Authorized Reseller, BaasFlow's sole obligations and liabilities shall be as set forth in this Agreement and, in no event, shall the terms of such Authorized Reseller's separate contract with the Customer be binding on BaasFlow. A waiver on one occasion shall not be construed as a waiver of any right on any future occasion. No delay or omission by a party in exercising any of its rights hereunder shall operate as a waiver of such rights. In performing their respective duties under this Agreement BaasFlow and Customer will be operating

as independent contractors and neither party is the legal representative, agent, joint venturer, or employee of the other party for any purpose whatsoever. The headings of the sections of this Agreement are for convenience only and shall not be of any effect in construing the meaning of the sections. In the event that it is determined by a court of competent jurisdiction that any provision of this Agreement is invalid, illegal, or otherwise unenforceable, such provision shall be enforced as nearly as possible in accordance with the stated intention of the parties, while the remainder of this Agreement shall remain in full force and effect and

bind the parties according to its terms. To the extent any provision cannot be enforced in accordance with the stated intentions of the parties, such terms and conditions shall be deemed not to be a part of this Agreement. This Agreement, including Order Forms, may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement constitutes the entire and exclusive agreement between the parties with respect to the subject matter hereof and supersedes any prior agreements between the parties with respect to such subject matter.

In witness whereof, Baasflow and Customer have caused this Agreement to be executed by duly authorized representatives as of the dates set forth below.

By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
	Address: _____

