



MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT GOVERN MERCHANT'S USE OF THE UPFLOW PRODUCT, INCLUDING IF MERCHANT SIGNS UP FOR ANY BETA PRODUCT OR FREE SERVICE. IF MERCHANT REGISTERS FOR A BETA PRODUCT OR ANY FREE SERVICE, THE APPLICABLE PROVISIONS OF THIS AGREEMENT WILL ALSO GOVERN THOSE BETA PRODUCTS OR FREE SERVICES.

BY ACCEPTING THIS AGREEMENT, BY (1) CLICKING A BOX INDICATING ACCEPTANCE, (2) EXECUTING AN ORDER THAT REFERENCES THIS AGREEMENT, OR (3) OTHERWISE USING THE UPFLOW PRODUCT THROUGH THE UPFLOW WEBSITE (INCLUDING ANY BETA PRODUCTS OR FREE SERVICES), MERCHANT AGREES TO THE TERMS OF THIS AGREEMENT. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS ACCEPTING THIS AGREEMENT ON BEHALF OF A MERCHANT, SUCH INDIVIDUAL REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH MERCHANT TO THIS AGREEMENT AND IF YOU ARE NOT AUTHORIZED TO ACCEPT THIS AGREEMENT ON BEHALF OF MERCHANT, YOU MAY NOT ACCESS OR USE ANY OF THE UPFLOW PRODUCTS. UPFLOW COMPETITORS ARE PROHIBITED FROM ACCESSING OR USING ANY OF THE UPFLOW PRODUCTS WITHOUT THE PRIOR WRITTEN CONSENT OF UPFLOW.

1. Definitions

1.1 The following terms, when used in this Agreement will have the following meanings:

"Affiliates" means an entity that directly or indirectly Controls, is Controlled by, or is under common Control with another entity, so long as such Control exists. For the purposes of this definition, "Control" means beneficial ownership of 50% or more of the voting power or equity in an entity.

"Agreement" means this Master Services Agreement.

"Beta Products" means Upflow services, functionality and/or products that may be made available to Merchant to try at its option at no additional charge which is clearly designated as beta, pilot, limited release, non-production, evaluation or by a similar description.

"Confidential Information" means any information or data disclosed by either party that is marked or otherwise designated as confidential or proprietary or that should otherwise be reasonably understood to be confidential in light of the nature of the information and the circumstances surrounding disclosure. However, "Confidential Information" will not include any information which (a) is in the public domain through no fault of the receiving party; (b) was properly known to receiving party, without restriction, prior to disclosure by the disclosing party; (c) was properly disclosed to receiving party, without restriction, by another person with the legal authority to do so; or (d) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information.

"Free Services" means any services or products that Upflow makes available to a Merchant free of charge (including any made available through the Upflow Website).

"Effective Date" means the date a Merchant agrees to the terms of this Agreement, either by (i) executing an Order Form, (ii) agreeing to use the Upflow Products through the Upflow Website or (iii) otherwise using the Upflow Product or any Free Service or Beta Product.

"Merchant" means the company or other legal entity that enters into an Order Form with Upflow or subscribes to the Upflow Product via the Upflow Website.

“Merchant Data” means the electronic data and information submitted by, or on behalf of, Merchant in the Upflow Product.

“Non-Upflow Application” means any web-based, mobile, or other software application or functionality that interoperates with the Upflow Product that is provided by Merchant or a third party, including any Payment Gateway Partner.

“Order Form” means an order form, quote or other similar document that sets forth the specific Upflow Product, pricing, and other relevant terms, that references this Agreement and is executed by a Merchant.

“Payment Services” means those payment services and solutions provided by Upflow (and any Payment Gateway Partner) through the Upflow Product.

“Payment Gateway Partner” means a Third Party Provider that provides a Non-Upflow Application that facilitates the processing and management of Payment Services and with whom Merchant may contract with in connection with Merchant’s enabling Payment Services within the Upflow Product.

“Pricing Schedule” means the Upflow Product pricing schedule found at www.upflow.io/pricing and also as attached as Appendix A to this Agreement (which can be updated and amended from time-to-time on the Upflow Website).

“Product Documentation” means the printed and digital instructions, on-line help files, technical documentation (including Upflow’s Application Protocol Interface (API) documentation), and user manuals made available by Upflow for the Upflow Product.

“Security Documentation” means Upflow’s Information Security Policy provided at <https://security.upflow.io>, which may be updated from time-to-time by Upflow.

“Upflow Product” means Upflow’s SaaS-based product that uses analytics and process automation to aid a Merchant’s management of its invoices, accounts receivables, payment mechanism, other functionality intended to improve cash flow management, facilitate payment, and such other services, products and functionality otherwise offered by Upflow from time-to-time, including Payment Services.

“Upflow Website” means www.upflow.io together with the Upflow Product application.

“Users” means employees, consultants, contractors, and agents of Merchant who have been provided access to the Upflow Product by Merchant.

2. Upflow Responsibilities

2.1 Provision of Upflow Product. Subject to the terms and conditions of this Agreement, Upflow will (i) make the Upflow Product available to Merchant pursuant to this Agreement and the applicable Order Form, and hereby grants Merchant a limited, non-transferable, non-exclusive right to access and use the Upflow Product, (ii) provide standard customer support to Users of the Upflow Product, and (iii) use commercially reasonable efforts to provide access to the Upflow Product 24 hours a day seven (7) days a week, except for (A) planned down-time, and (B) any unavailability caused by circumstances that are beyond Upflow’s reasonable control, including, for example, an act of god, act of government, civil unrest, fires, floods, natural disasters, acts of terror, labor unrest or strikes (other than Upflow employees), internet service provider failures or delay, denial of service attack or third party applications.

2.2 Protection of Merchant Data.

(a) Upflow will maintain appropriate administrative, physical, technical safeguards for the protection, security and confidentiality of Merchant Data as described in Upflow’s Security Documentation, which will include customary safeguards and measures designed to prevent unauthorized access to or

usage of Merchant's Data (other than by Merchant's Users). Upflow's security safeguards include measures for preventing access, use, modification, or disclosure of Merchant Data by Upflow personnel except (a) to provide the Upflow Product and prevent or address service or technical problems, (b) as required by applicable law, or (c) as Merchant expressly permits in writing or under this Agreement. Upflow will not materially diminish the protections provided in this Section 2.2 during the term of this Agreement.

(b) The terms of the Data Processing Agreement at www.upflow.io/legal for the relevant Upflow entity on the Order Form (the "DPA") posted as of the Effective Date are hereby incorporated by reference into this Agreement. To the extent personal data from the European Economic Area, the United Kingdom or Switzerland are processed by Upflow, the terms of the DPA, including the Standard Contractual Clauses shall apply, as further set forth in the DPA. For the purpose of the Standard Contractual Clauses, Merchant (and its Affiliates) are each the data exporter, and Merchant's acceptance of this Agreement (and execution of the Order Form), shall be treated as its execution of the Standard Contractual Clauses (and any relevant appendices thereto).

2.3 Compliance with Applicable Laws. Upflow will comply with all applicable laws (including data privacy law) related to it providing the Upflow Product to Merchant, subject to Merchant's (and its Users) use of the Upflow Product in accordance with this Agreement, the Order Form, the DPA and all Upflow Product Documentation provided to Merchant from time-to-time.

2.4 Beta Products. From time-to-time, Upflow may make Beta Products available to Merchant at no charge. Merchant may choose to try such Beta Products or not at their sole discretion. Merchant agrees that any such use of Beta Products by Merchant will be with no recourse to Upflow and such Beta Products will be provided "AS-IS" with no representations or warranties and that Upflow will have no liability to Merchant based on its usage of any such Beta Products and Merchant hereby waives any and all potential claims against Upflow in connection with its usage of any such Beta Products.

2.5 Free Services. Upflow may make Free Services available to Merchant from time to time including through the Upflow Website. In the event of a conflict between this Section 2.5 and any other portions of this Agreement, this Section 2.5 shall control with respect to any Free Services. Free Services are provided to Merchant without charge up to certain limits as are described in the relevant Product Documentation or on the Upflow Website. Merchant agrees that Upflow, in its sole discretion and for any reason, may terminate Merchant's access to any Free Services without prior notice and that Merchant may lose access to all data it has inputted into any Free Service. Merchant agrees that Upflow will not be liable to Merchant or any third party for such termination of a Free Service.

3. Merchant Responsibilities

3.1 Merchant Limitations. The rights granted herein are subject to the following restrictions (the "**License Restrictions**"). Merchant will not directly or indirectly:

(a) reverse engineer, decompile, disassemble, modify, create derivative works of or otherwise create, attempt to create, or derive, or permit or assist any third party to create or derive, the source code underlying the Upflow Product (or any Free Service or Beta Product);

(b) attempt to probe, scan or test the vulnerability of the Upflow Product (or any Free Service or Beta Product), breach the security or authentication measures of the Upflow Product (or any Free Service or Beta Product) without proper authorization or willfully render any part of the Upflow Product (or any Free Service or Beta Product) unusable;

(c) use or access the Upflow Product (or any Free Service or Beta Product) to develop a product or service that is competitive with any Upflow's products/services or engage in competitive analysis or benchmarking;

(d) use the Upflow Product (or any Free Service or Beta Product) to store or transmit any infringing, libelous or otherwise unlawful content or data or to store or transmit any material in violation of any third-party privacy rights;

(e) transfer, distribute, resell, lease, license, or assign Upflow Product (or any Free Service or Beta Product) or otherwise offer the Upflow Product (or any Free Service or Beta Product) on a standalone basis;

(f) frame or mirror any part of the Upflow Product (or any Free Service or Beta Product), except as otherwise permitted under the Product Documentation; or

(g) otherwise use the Upflow Product (or any Free Service or Beta Product) outside the scope expressly permitted hereunder, the applicable Order Form or the Upflow Product Documentation.

3.2 Merchant Responsibilities.

(a) Merchant acknowledges that Upflow's provision of the Upflow Product is dependent on Merchant providing all reasonably required cooperation (including the prompt provision of access to Merchant's applications, software systems, personnel, cooperation, and materials as reasonably required and any other access as may be specified in the applicable Order Form), and Merchant will provide all such cooperation in a diligent and timely manner.

(b) Merchant will (i) be responsible for all use of the Upflow Product (or any Free Service or Beta Product) under its account (whether or not authorized) by its Users, (ii) use commercially reasonable efforts to prevent unauthorized access to or use of the Upflow Product (or any Free Service or Beta Product) and notify Upflow promptly of any such unauthorized access or use, (iii) use the Upflow Product (or any Free Service or Beta Product) in accordance with the terms of this Agreement, the Order Form, the Upflow Product Documentation and applicable laws and regulations, and (iv) be responsible for obtaining and maintaining any equipment, software and ancillary services needed to connect to, access or otherwise use the Upflow Product (or any Free Service or Beta Product), including as set forth in the Upflow Product Documentation. Merchant will be solely responsible for its failure to maintain such equipment, software, and services, and Upflow will have no liability for such failure (including under any service level agreement, if applicable). In addition, Merchant will be responsible for ensuring that its systems (e.g., APIs) have sufficient bandwidth to use the Upflow Product (or any Free Service or Beta Product).

(c) Merchant will not use the Upflow Product (or any Free Service or Beta Product) to transmit or provide to Upflow (i) any medical information of any nature, or any sensitive personal data (e.g., social security numbers, national identification numbers, driver's license numbers, birth dates, passport or visa numbers), and (ii) any credit card information or commercial bank account numbers, except in the areas of the Upflow Product (or any Free Service or Beta Product) which is expressly established for the input of such sensitive payment information.

(d) Merchant is responsible for the accuracy, quality and legality of the Merchant Data, its right to use any Merchant Data or input, store or use such Merchant Data within the Upflow Product (or any Free Service or Beta Product), and the means by which it obtains or acquires such Merchant Data.

Any use of the Upflow Product (or any Free Service or Beta Product) by Merchant (or its Users) in violation of the above terms that in Upflow's reasonable judgment (i) threatens the security, integrity or availability of the Upflow Product or (ii) violates applicable laws or Merchant's obligations hereunder, may result in the immediate suspension of Merchant's usage of the Upflow Product, however Upflow will use commercially reasonable efforts under the circumstances to provide Merchant prior notice and an opportunity to remedy such threat or violation prior to any such suspension.

3.3 Affiliates. Any Affiliate of Merchant will have the right to enter into an Order Form executed by such Affiliate and Upflow and this Agreement will apply to each such Order Form as if such Affiliate were a

signatory to this Agreement. With respect to such Order Forms, such Affiliate becomes a party to this Agreement and references to Merchant in this Agreement are deemed to be references to such Affiliate. Each Order Form is a separate obligation of the Merchant entity that executes such Order Form, and no other Merchant entity has any liability or obligation under such Order Form.

4. Non-Upflow Applications

4.1 Non-Upflow Applications. Upflow may make available Non-Upflow Applications to Merchant. Any use of such Non-Upflow Applications by Merchant, and exchange of data between Merchant and a provider of a Non-Upflow Application is solely between Merchant and the providers of such Non-Upflow Application, unless otherwise specified in this Agreement or an applicable Order Form or another agreement between the parties. Upflow is not responsible for, nor warrants as to any Non-Upflow Applications, unless otherwise specified in writing in this Agreement or an applicable Order Form or another agreement between the parties. Merchant may directly contract with a Payment Gateway Partner in connection with receiving Payment Services hereunder and as such Merchant agrees that Upflow is not responsible for any claims or damages related to such Payment Gateway Partner's acts, omissions, or negligence.

4.2 Integration with Non-Upflow Applications. The Upflow Product may contain features designed to interoperate with certain Non-Upflow Applications. Upflow cannot guarantee the continued availability of such functionality or features within the Upflow Product that are reliant on certain integrations with Non-Upflow Applications.

5. Fees

5.1 Fees. Merchant will pay Upflow the fees set forth in an Order Form or the Pricing Schedule, if the Merchant subscribed to the Upflow Product through the Upflow Website. Except as otherwise specified herein or in any applicable Order Form, (a) fees are quoted and payable in either United States dollars, Euros or British pounds (as specified in the applicable Order Form), and (b) payment obligations are non-cancelable and non-pro-ratable for partial months, and fees paid are non-refundable, unless otherwise provided for in an applicable Order Form. The fees for the Payment Services Merchant uses in the Upflow Product will be as disclosed in the Upflow Product or an Order Form Merchant enters into with Upflow. Upflow may change the relevant fees due by Merchant for any Payment Services, provided Upflow agrees to provide Merchant with at least sixty (60) days' prior written notice of any changes to the Payment Services fees. Payment for all fees owed by Merchant for use of the Payment Services will be collected on a per transaction basis.

5.2 Invoicing and Payment. Merchant will provide Upflow with a valid and updated credit card and/or banking information to charge the Merchant. Unless otherwise provided for in the Order Form, all invoiced fees are due upon the date of invoice. Merchant is responsible for providing Upflow current and accurate billing and contact information and notifying Upflow of any changes to its billing information at billing@upflow.io.

5.3 Late Payment. If any invoiced amount is not received by Upflow on the due date, then without limiting Upflow's rights or remedies, (i) those unpaid amounts may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum amount per month permitted under applicable law, whichever amount is lower and (ii) Upflow may suspend access to the Upflow Product immediately upon five (5) business days' notice to Merchant, if Merchant fails to pay any amounts hereunder at least five (5) business days past the applicable due date, provided that Upflow will not exercise its right to suspend access if Merchant is disputing any Fees owed under this Agreement and any applicable Order Form reasonably and in good faith and is diligently cooperating with Upflow to resolve any such dispute.

5.4 Taxes. All amounts payable hereunder are exclusive of any sales, use, value-added, and other taxes or duties, however designated (collectively "**Taxes**"). Merchant will be solely responsible for payment of all Taxes associated with the subscription or purchase of the Upflow Product. If Upflow has any legal obligation to pay or withhold any of Merchant's taxes, Upflow will invoice Merchant and Merchant will pay

Upflow such amounts, unless Merchant provides Upflow a valid tax exemption certificate authorized by the appropriate taxing authority. Merchant will not withhold any taxes from any amounts due to Upflow.

6. Proprietary Rights and Confidentiality

6.1 Reservation of Rights. Subject to the limited rights granted to Merchant hereunder, Upflow reserves all of its rights, title, and interest in and to the Upflow Product (or any Free Service or Beta Product) and its Confidential Information, including any and all intellectual property rights therein. No rights are granted to Merchant, except as expressly provided herein.

6.2 Proprietary Rights. As between the parties, Upflow exclusively owns all right, title, and interest in and to the Upflow Product (and any Free Service or Beta Product) and Upflow's Confidential Information, and Merchant exclusively owns all right, title, and interest in and to the Merchant Data and Merchant's Confidential Information.

6.3 License by Merchant. Merchant grants Upflow (and its Affiliates) a license to host, copy, use, collect, transmit and display Merchant's Data to: (i) provide the Upflow Product to Merchant, (ii) ensure the proper functioning of the Upflow Product (including addressing any bugs and technical problems), (iii) support Merchant in its usage of the Upflow Product, (iv) to confirm payment obligations within the Upflow Product, (v) to investigate and address any fraudulent, abusive or unlawful usage of the Upflow Product, and (vi) to mitigate and address any security risks. Upflow is also permitted to use Merchant Data to train its algorithms internally through machine learning and artificial intelligence technologies and techniques, and to analyze, aggregate and use Merchant's performance and usage data related to the Upflow Product, provided any such Merchant Data is aggregated and de-identified/anonymized by Upflow, such that Merchant cannot be associated or identified with any such aggregated data or the usage of such data by Upflow.

6.4 Feedback. Merchant (and its Users) may from time to time provide Upflow suggestions or comments for enhancements or improvements, new features or functionality or other feedback ("**Feedback**") with respect to the Upflow Product (or any Free Service or Beta Product). Upflow will have full discretion to determine whether or not to proceed with the development of any requested enhancements, new features, or functionality. Upflow will have the full, unencumbered right, without any obligation to compensate or reimburse Merchant (or its Users), to use, incorporate and otherwise fully exercise and exploit any such Feedback in connection with its products and services.

6.5 Confidentiality. Each party agrees that it will use the Confidential Information of the other party solely in accordance with the provisions of this Agreement and it will not disclose, or permit to be disclosed, the same directly or indirectly, to any third party without the other party's prior written consent, except as otherwise permitted hereunder. However, either party may disclose Confidential Information (a) to its employees, officers, directors, attorneys, auditors, financial advisors, contractors, vendors and other representatives who are legally bound to keep such information confidential; and (b) as required by law, in which case the receiving party will provide the disclosing party with prior written notification thereof, will provide the disclosing party with the opportunity to contest such disclosure, and will use its reasonable efforts to minimize such disclosure to the extent permitted by applicable law. Neither party will disclose the terms of this Agreement to any third party, except that either party may confidentially disclose such terms to actual or potential lenders, investors, or acquirers. Each party agrees to exercise reasonable due care in protecting the Confidential Information from unauthorized use and disclosure. In the event of an actual breach of the provisions of this Section, the non-breaching party will be entitled to seek immediate injunctive and other equitable relief, without waiving any other rights or remedies available to it. Each party will promptly notify the other in writing if it becomes aware of any violations of the confidentiality obligations set forth in this Agreement.

7. Warranties and Disclaimers

7.1 Upflow Warranties. Upflow warrants during the applicable subscription term, that (i) this Agreement, the Order Form and the Security Documentation will accurately describe the applicable administrative, physical and technical safeguards for the protection of the security, confidentiality and integrity of Merchant Data, (ii) that Upflow will not materially decrease its overall security of the Upflow Product, and (iii) the Upflow Product will conform and perform in all material respects with the Upflow Product Documentation. For material breach of the foregoing express warranties, Merchant's sole and exclusive remedy shall be its right to terminate the applicable Order Form in accordance with Section 10.2 and recover a pro-rata portion of the pre-paid fees paid to Upflow (representing exclusively the period after such termination) for such deficient Upflow Product.

7.2 Third Party Services and Integrations. Upflow may use third party service providers for the implementation of the Upflow Products, including integration partners and payment partners ("**Third Party Providers**"). In the event of unavailability of the Upflow Product due to these Third Party Providers, Upflow will use its commercial best efforts to maintain the Upflow Product pursuant to this Agreement, provided under no circumstances will Upflow be considered liable for any failure to provide the Upflow Product due to failings by any Third Party Providers. Upflow is not responsible for any act or omission of any Third Party Providers it integrates with or uses.

7.3 Merchant Data. Merchant warrants that it has all rights necessary to provide any information, data, or other materials that it provides hereunder (including all Merchant Data), and to permit Upflow to use the same as contemplated hereunder.

7.4 DISCLAIMERS. EXCEPT AS EXPRESSLY SET FORTH HEREIN, EACH PARTY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. THE UPFLOW PRODUCT IS PROVIDED TO MERCHANT "AS-IS." MERCHANT ACKNOWLEDGES THAT THE UPFLOW PRODUCT IS BASED ON AUTOMATION WORKFLOWS, AND IS INTENDED TO AUGMENT THE EFFICIENCY OF, BUT NOT REPLACE, MERCHANT'S FINANCING NEEDS OR HUMAN RISK ASSESSMENT. THE UPFLOW PRODUCT MAY CONTAIN BUGS OR MAKE ERRORS. UPFLOW DOES NOT REPRESENT OR WARRANT THAT ANY OR ALL FINANCING AND/OR INVOICE REQUIREMENTS WILL BE RESOLVED OR THAT HUMAN INTERVENTION WILL NOT BE REQUIRED TO RESOLVE A FINANCING AND/OR INVOICE REQUIREMENT.

7.5 BETA PRODUCTS. FROM TIME TO TIME, MERCHANT MAY HAVE THE OPTION TO PARTICIPATE IN A PROGRAM WITH UPFLOW WHERE MERCHANT GETS TO USE BETA PRODUCTS OFFERED BY UPFLOW. THE BETA PRODUCTS ARE NOT GENERALLY AVAILABLE AND ARE PROVIDED "AS IS". UPFLOW DOES NOT PROVIDE ANY INDEMNITIES, SERVICE LEVEL COMMITMENTS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE, IN RELATION THERETO. MERCHANT OR UPFLOW MAY TERMINATE MERCHANT'S ACCESS TO THE BETA PRODUCTS AT ANY TIME.

7.6 FREE SERVICES. NOTWITHSTANDING THE "INDEMNIFICATION" SECTION BELOW AND ANY CONFLICTING TERMS HEREIN, THE FREE SERVICES ARE PROVIDED "AS-IS" WITHOUT ANY WARRANTY AND UPFLOW SHALL HAVE NO INDEMNIFICATION OBLIGATIONS NOR LIABILITY OF ANY TYPE WITH RESPECT TO THE FREE SERVICES UNLESS SUCH EXCLUSION OF LIABILITY WITH RESPECT TO THE FREE SERVICES IS NOT PERMITTED UNDER APPLICABLE LAW, IN WHICH CASE UPFLOW'S LIABILITY WITH RESPECT TO THE FREE SERVICES SHALL NOT EXCEED \$500. WITHOUT LIMITING THE FOREGOING, UPFLOW AND IT AFFILIATES DO NOT REPRESENT OR WARRANT TO MERCHANT THAT: (A) MERCHANT'S USE OF THE FREE SERVICES WILL MEET MERCHANT'S REQUIREMENTS, (B) MERCHANT'S USE OF THE FREE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR, AND (C) THAT THE USAGE DATA PROVIDED THROUGH MERCHANT'S USE OF THE FREE SERVICE WILL BE ACCURATE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE "LIMITATION TO LIABILITY" SECTION

BELOW, MERCHANT SHALL BE FULLY LIABLE UNDER THE AGREEMENT TO UPFLOW AND ITS AFFILIATES FOR ANY DAMAGES ARISING OUT OF MERCHANT'S USE OF THE FREE SERVICES AND ANY BREACH BY MERCHANT OF THIS AGREEMENT.

8. Indemnification

8.1 Indemnity by Upflow. Upflow will defend Merchant against any claim, demand, suit, or proceeding ("**Claim**") made or brought against Merchant by a third party alleging that the use of the Upflow Product as permitted hereunder infringes or misappropriates a copyright or trade secret and will indemnify Merchant for any damages finally awarded against (or any settlement approved by Upflow) Merchant in connection with any such Claim; provided that (a) Merchant will promptly notify Upflow of such Claim, (b) Upflow will have the sole and exclusive authority to defend and/or settle any such Claim (provided that Upflow may not settle any Claim without Merchant's prior written consent, which will not be unreasonably withheld, unless it unconditionally releases Merchant of all related liability) and (c) Merchant reasonably cooperates with Upflow in connection therewith. If the use of the Upflow Product by Merchant has become, or in Upflow's opinion is likely to become, the subject of any claim of infringement, Upflow may at its option and expense (i) procure for Merchant the right to continue using and receiving the Upflow Product as set forth hereunder; (ii) replace or modify the Upflow Product to make it non-infringing (with comparable functionality); or (iii) if the options in clauses (i) or (ii) are not reasonably practicable, terminate this Agreement and provide a pro rata refund of any prepaid fees corresponding to the terminated portion of the applicable subscription term. Upflow will have no liability or obligation with respect to any Claim if such Claim is caused in whole or in part by (A) compliance with designs, guidelines, plans or specifications provided by Merchant; (B) use of the Upflow Product by Merchant not in accordance with this Agreement and the Product Documentation; (C) modification of the Upflow Product by any party other than Upflow without Upflow's express consent; (D) Merchant Confidential Information or (E) the combination, operation or use of the Upflow Product with other applications, portions of applications, product(s) or services where the Upflow Product would not by itself be infringing (clauses (A) through (E), "**Excluded Claims**"). This Section 8.1 states Upflow's sole and exclusive liability and obligation, and Merchant's exclusive remedy, for any claim of any nature related to infringement or misappropriation of intellectual property.

8.2 Indemnification by Merchant. Merchant will defend Upflow against any Claim made or brought against Upflow by a third party arising out of (i) Merchant's Data or the use of Merchant's Data under this Agreement, or (ii) the Excluded Claims, and Merchant will indemnify Upflow for any damages finally awarded against (or any settlement approved by Merchant) Upflow in connection with any such Claim; provided that (a) Upflow will promptly notify Merchant of such Claim, (b) Merchant will have the sole and exclusive authority to defend and/or settle any such Claim (provided that Merchant may not settle any Claim without Upflow's prior written consent, which will not be unreasonably withheld, unless it unconditionally releases Upflow of all liability) and (c) Upflow reasonably cooperates with Merchant in connection therewith.

9. Limitation of Liability

TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, EXCEPT FOR A PARTY'S INDEMNIFICATION OBLIGATIONS OR A BREACH OF CONFIDENTIALITY OR THE LICENSE RESTRICTIONS, UNDER NO LEGAL THEORY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, WILL EITHER PARTY BE LIABLE TO THE OTHER UNDER THIS AGREEMENT FOR (A) ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY CHARACTER, INCLUDING DAMAGES FOR LOSS OF GOODWILL, LOST PROFITS, LOST SALES OR BUSINESS, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, LOST CONTENT OR DATA, EVEN IF A REPRESENTATIVE OF SUCH PARTY HAS BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, OR (B) EXCLUDING MERCHANT'S PAYMENT OBLIGATIONS, ANY DIRECT DAMAGES, COSTS, OR LIABILITIES IN EXCESS OF THE AMOUNTS PAID BY MERCHANT UNDER THE APPLICABLE ORDER FORM DURING THE TWELVE (12) MONTHS PRECEDING THE INCIDENT OR CLAIM. IN ADDITION, IN NO EVENT WILL UPFLOW BE LIABLE FOR ANY ACTS OR OMISSIONS OR ANY LIABILITY ARISING FROM THIRD PARTY PROVIDERS.

10. Termination

10.1 Term. The term of this Agreement will commence on the Effective Date, and continue until terminated as set forth below (the “**Term**”). To the extent the parties have signed an Order Form, the initial term of each Order Form will begin as provided pursuant to the terms of the Order Form, provided that the terms of this Agreement shall apply as of the Effective Date of such Order Form and the Order Form will continue for the subscription term set forth therein. Except as set forth in such Order Form, the term of such Order Form will automatically renew for successive renewal terms equal to the length of the initial term of such Order Form, unless either party provides the other party with written notice by registered letter (unless otherwise agreed by Upflow) of non-renewal at least thirty (30) days prior to the end of the then-current term. Merchant agrees that Upflow is permitted to increase its Fees by up to 8% annually for Order Form auto-renewals on the same terms and conditions as the Order Form that is auto-renewing.

10.2 Termination. Each party may terminate this Agreement (or the applicable Order Form) upon written notice in the event (a) the other party commits any material breach of this Agreement or the applicable Order Form and fails to remedy such breach within thirty (30) days after written notice of such breach or (b) subject to applicable law, upon the other party’s liquidation, commencement of dissolution proceedings or assignment of substantially all its assets for the benefit of creditors, or if the other party become the subject of bankruptcy or similar proceeding that is not dismissed within sixty (60) days.

10.3 Survival. Upon termination of this Agreement, all rights and obligations will immediately terminate except that any terms or conditions that by their nature should survive such termination will survive, including the license restrictions and terms and conditions relating to proprietary rights, data right and confidentiality, disclaimers, indemnification, limitations of liability and termination and the general provisions below.

11. General

11.1 Export Compliance. Each party will comply with the export laws and regulations of the United States, European Union, and other applicable jurisdictions in providing and using the Upflow Product.

11.2 Publicity. Merchant agrees that Upflow may refer to Merchant’s name and trademarks in Upflow’s marketing materials and website; however, Upflow will not use Merchant’s name or trademarks in any other publicity (e.g., press releases, customer references, and case studies) without Merchant’s prior written consent (which may be provided by email).

11.3 Assignment; Delegation. Neither party hereto may assign or otherwise transfer this Agreement, in whole or in part, without the other party’s prior written consent, except that either party may assign this Agreement without consent in connection with any sale of the business, merger or change of control transaction, provided that the other party provides written notice of such event after the fact. Any attempted assignment, delegation, or transfer by either party in violation hereof will be null and void. Subject to the foregoing, this Agreement will be binding on the parties and their successors and assigns.

11.4 Amendment; Waiver. No amendment or modification to this Agreement, nor any waiver of any rights hereunder, will be effective unless assented to in writing by both parties. Any such waiver will be only to the specific provision and under the specific circumstances for which it was given, and will not apply with respect to any repeated or continued violation of the same provision or any other provision. Failure or delay by either party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision.

11.5 Relationship. Nothing contained herein will in any way constitute any association, partnership, agency, employment, or joint venture between the parties hereto, or be construed to evidence the intention of the parties to establish any such relationship. Neither party will have the authority to obligate or bind the other in any manner, and nothing herein contained will give rise or is intended to give rise to any rights of any kind to any third parties.

11.6 Unenforceability. If a court of competent jurisdiction determines that any provision of this Agreement is invalid, illegal, or otherwise unenforceable, such provision will be enforced as nearly as possible in accordance with the stated intention of the parties, while the remainder of this Agreement will remain in full force and effect and bind the parties according to its terms.

11.7 Entire Agreement. This Agreement (and as applicable, the Order Form, the Pricing Schedule and relevant DPA) comprises the entire agreement between Merchant and Upflow with respect to its subject matter, and supersedes all prior and contemporaneous proposals, statements, sales materials or presentations and agreements (oral and written). No oral or written information or advice given by Upflow, its agents, or employees will create a warranty or in any way increase the scope of the warranties in this Agreement (or the Order Form).

11.8 Force Majeure. Neither party will be deemed in breach hereunder for any cessation, interruption, or delay in the performance of its obligations due to causes beyond its reasonable control ("**Force Majeure Event**"), including earthquake, flood, or other natural disasters, act of God, labor controversy, civil disturbance, terrorism, war (whether or not officially declared), cyber-attacks (e.g., denial of service attacks), mass pandemic, or the inability to obtain sufficient supplies, transportation, or other essential commodity or service required in the conduct of its business, or any change in or the adoption of any law, regulation, judgment or decree.

11.9 Upflow Contracting Entity, Notices, Governing Law, and Venue. The Upflow entity entering into this Agreement, the address to which Merchant should direct notice to under this Agreement, the law that will apply in any dispute or lawsuit arising out of or in connection with this Agreement (and applicable Order Forms), depends upon where Merchant is domiciled:

For Merchants domiciled in the United States or anywhere in the World (other than Europe Economic Area and the United Kingdom):

The Upflow Entity Entering into the Agreement	Notices Address for Upflow	Governing law is:	Venue and Courts with Exclusive Jurisdiction:
Upflow, Inc.	Email to legal@upflow.io and written notice to: Upflow, Inc. 440 N Barranca Ave #7517, Covina, CA 91723-1722, USA	State of New York Law (USA)	New York City, New York (USA), any state or federal court.

For Merchants domiciled anywhere in European Economic Area and the United Kingdom:

The Upflow Entity Entering into the Agreement	Notices Address for Upflow	Governing law is:	Venue and Courts with Exclusive Jurisdiction:
Upflow SAS	Email to legal@upflow.io and written notice to Upflow, 14 avenue du Général de Gaulle, 94160 Saint Mandé, FRANCE	French Law	The courts of Paris, France

11.10 Manner of Giving Notice. Except as otherwise provided in the Agreement, all notices related to this Agreement will be in writing and will be effective upon (i) second business day after mailing, or (ii) except for notices of termination or notice of an indemnification claim or breach claim (each a “**Legal Notice**”), which must include in the header “Legal Notice”, the day of sending the email to the correct email address for notice.

11.11 Agreement to Governing Law and Venue. Each party agrees to the applicable governing law set forth above, based upon the Merchant’s domicile, without regard to choice-of-law or conflicts-of-law rules, and to the exclusive jurisdiction of the applicable courts above.

11.12 Local Law Requirements (French Law) for all Merchants Domiciled in the European Economic Area or the United Kingdom, the following provisions shall be applicable in the Agreement:

(a) Section 7.1 “Upflow Warranties” is replaced with the following:

“7.2. Upflow Warranties. Upflow warrants during the applicable subscription term, that (i) this Agreement, the Order Form and the Security Documentation will accurately describe the applicable administrative, physical and technical safeguards for the protection of the security, confidentiality and integrity of Merchant Data, (ii) that Upflow will not materially decrease its overall security of the Upflow Product, (iii) the Upflow Product will conform and perform in all material respects with the Upflow Product Documentation, and (iv) subject to the “Integration with Non-Upflow Applications” section above, Upflow will not materially decrease the overall functionality of the Upflow Product.”

(b) A new Section 11.12.1 is added as follows:

11.12.1 PGSSI-S. To the extent Merchant is subject to Article L. 1111-8 (or any successor thereto) of the French public health code (Code de la Santé Publique), Merchant shall abide by the Global Security Policy for the Healthcare Sector (PFSS-S) pursuant to Article L. 1110-4 (or any successor thereto) of the aforementioned code.

(c) A new Section 11.12.2 is added as follows:

11.12.2 Exclusions. To the extent permitted under applicable law, the provisions of Article 1222 and 1233 of the French Civil Code shall in no event be applicable.

(d) A new Section 11.12.3 is added as follows:

11.12.3 Language. The parties agree that this Agreement, the DPA and/or any Security Documentation/Product Documentation and other information or policies referenced or attached to this Agreement may be in English.

(e) A new Section 11.12.4 is added as follows:

11.12.4 Independence Toward Third Parties. For the avoidance of doubt, any third parties, including those of Merchant contracted with to provide consulting services in relation to the Product, are independent of Upflow and Upflow shall in no event be responsible for their acts or omissions, including when such omissions impact Merchant’s use of the Upflow Product.

(f) In the event of any conflict between any statutory law in France applicable to Merchant, and the terms and conditions of this Agreement, the applicable French statutory law shall apply and prevail.

Appendix 1: Pricing Schedule

As of the Effective Date, the following Pricing Schedule shall apply (based upon the relevant currency), unless superseded by pricing terms set forth on an Order Form executed by Merchant, or unless the relevant Pricing Schedule is subsequently updated on the Upflow Website.



DISCOVER

For teams who want to understand their AR in a few clicks

GROW

For startups and SMBs who want to gain control of their cashflow by efficiently managing their AR.

SCALE

For fast-growing teams looking to scale processes and tailor-make AR collections.

ENTERPRISE

For scaleups and large businesses looking for best-in-class AR solutions with customizable workflows.

Available plans

Monthly plan

monthly billings included

\$0

unlimited

\$489

\$250k/mo

\$978

\$500k/mo

Not available

Yearly plan

10% discount on per-month basis

yearly billings included

\$0

unlimited

\$5,280
(incl. discount)

\$3m/year

\$10,560
(incl. discount)

\$6m/year

Let's talk!
Custom pricing available.

Setup & deploy in no time

Native billing softwares integrations ("1-click")

Quickbooks Online



Xero



Chargebee



Stripe Billing



Netsuite



Sage Intacct



Zuora



Native CRM & Productivity integrations ("1-click")

Salesforce



Slack



Custom integrations

Upflow API



Deploy at scale in your company

User seats included

unlimited

unlimited

unlimited

unlimited

Support via email



Dedicated Customer Success Manager



- Onboarding your team on Upflow



- Designing optimal collection workflows



- Quarterly impact review (optional)



Multi-subsiary platforms



Supercharge your collections

Accounts Receivable analytics



Smart collection reminders (email, calls)



unlimited

unlimited

unlimited

Involve & engage with your team



- in-app user mentions and tagging



- implement multi-user collection workflows



- personalized analytics



FAQ and in-app template workflows



Implement multi-action collection strategies



- emails



- call reminders



- snail mail (pricing displayed on the website)



Next-gen online payments experience for your customers

Payments platforms

Stripe Payments



Debit cards



Credit cards



ACH credit & debit (US-only)



GoCardless



This Pricing Schedule shall be read in conjunction with the Upflow Master Service Agreement available at www.upflow.io/legal, and any Order Form, as applicable.

All prices are exclusive of applicable taxes. You are free to upgrade or downgrade your plan at any time. Changes will be reflected in your next billing cycle. Plans are prepaid, usage fees are billed post paid. Billing thresholds are indexed to the subscription frequency.

Accepted payment methods:

- monthly plans: cards (credit, debit) or direct debits (ACH, SEPA)

- yearly plans except Enterprise: cards (credit, debit), direct debits (ACH, SEPA) or wire transfers.

- Enterprise plans: direct debits (ACH, SEPA) or wire transfer.

Billing thresholds are computed using the Gross Invoiced Value ("GIV") which represents the total value of invoices (including tax) that were loaded on your Upflow platform in a given Subscription Period. If Merchant uploads a value in excess of the agreed billing threshold, then a new Order Form shall be signed to continue using the Upflow Services, or Upflow may restrict the use of the Service for the Merchant.



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Available plans

Monthly plan	€0	€489	€978	Not available
monthly billings included	unlimited	€250k/mo	€500k/mo	
Yearly plan	€0	€5,280	€10,560	Let's talk! Custom pricing available.
10% discount on per-month basis		(incl. discount)	(incl. discount)	
yearly billings included	unlimited	€3m/year	€6m/year	
Setup & deploy in no time				
Native billing softwares integrations ("1-click")				
Quickbooks Online	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Xero	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Chargebee	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Stripe Billing	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Sellsy	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Pennylane	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Netsuite	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Sage Intacct	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Zuora	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Native CRM & Productivity integrations ("1-click")				
Salesforce	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Slack	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Custom integrations				
Upflow API	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Deploy at scale in your company				
User seats included	unlimited	unlimited	unlimited	unlimited
Support via email	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Dedicated Customer Success Manager				
- Onboarding your team on Upflow	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
- Designing optimal collection workflows				
- Quarterly impact review (optional)				
Multi-subsidiary platforms	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Supercharge your collections				
Accounts Receivable analytics	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Smart collection reminders (email, calls)	<input type="checkbox"/>	unlimited	unlimited	unlimited
Involve & engage with your team				
- in-app user mentions and tagging	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
- implement multi-user collection workflows				
- personalized analytics				
FAQ and in-app template workflows	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Implement multi-action collection strategies				
- emails	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
- call reminders				
- snail mail (pricing displayed on the website)				
Next-gen online payments experience for your customers				
Payments platforms				
Stripe Payments	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Debit cards	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Credit cards	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
ACH credit & debit (US-only)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
GoCardless	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

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