

Master Subscription Agreement

THIS MASTER SUBSCRIPTION AGREEMENT IS A LEGAL AGREEMENT (THE “**AGREEMENT**”) BETWEEN STAMPLI INC., A DELAWARE CORPORATION (“**STAMPLI**”, “**WE**”, “**US**” OR “**OUR**”), ON THE ONE HAND, AND YOU (PERSONALLY OR BEING THE LEGAL ENTITY ON WHOSE BEHALF THE INDIVIDUAL IS ACTING) (THE “**SUBSCRIBER**”, “**YOU**” OR “**YOUR**”) ON THE OTHER HAND, THAT GOVERNS YOUR ACQUISITION, ACCESS AND USE OF THE SERVICES (AS DEFINED BELOW).

BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE, BY EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, BY APPROVING OUR PRICE PROPOSAL THAT REFERENCES THIS AGREEMENT OR BY ACCESSING AND/OR USING AND/OR OTHERWISE EXPLOITING THE SERVICES, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. YOU REPRESENT AND WARRANT THAT YOU ARE OF LEGAL AGE AND HAVE THE RIGHT AND AUTHORITY TO ENTER INTO THIS AGREEMENT ON YOUR OWN BEHALF. 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 THE TERMS AND CONDITIONS OF THIS AGREEMENT, IN WHICH CASE THE TERMS “YOU” OR “YOUR” SHALL REFER TO SUCH ENTITY [AND ITS AFFILIATES].

1. DEFINITIONS

The terms below shall have the meanings ascribed to them below:

- 1.1. “**Content**” means visual, audio, numeric, graphical, text or other data or content supplied by third parties and made available through the Website or otherwise by Stampli for use in conjunction with the Service, if any.
- 1.2. “**Force Majeure Event**” means circumstances beyond Our reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, natural disaster, civil unrest, acts of terror, acts of war, riots, military or national emergencies, government restrictions, strikes or other labor problems, electrical disturbances, lack of power supplies, Internet service provider failure or delay, virus or hacker attacks or denial of service attack.
- 1.3. “**Order Form(s)**” means the form evidencing the initial subscription for the Services approved by You and any subsequent Order Forms submitted in written form or online. In the event of any conflict between the terms of this Agreement and the terms of any such Order Form, the terms of this Agreement shall prevail.
- 1.4. “**Services**” means collaborative invoice processing services based on the Stampli Solution to be provided by Stampli to Subscriber as set forth in more detail in the Order Form, cloud based, made accessible through the Stampli web site, via the URL www.app.stampli.com (the “**Web Site**”) or any other website notified to Subscriber by Stampli from time to time.
- 1.5. “**Stampli Account**” the Subscriber subscription account through which the Subscriber shall access the Services.
- 1.6. “**Stampli Solution**” or “**Software**” means Stampli's object code version of its proprietary computer program known as the Stampli solution, used by Stampli to provide the Services.
- 1.7. “**Subscriber Data**” or “**Your Data**” means any data, text, messages, information, documents or other materials provided or submitted by Users to, or in connection with, the Services in the course of using the Services, including, without limitation, Personal Data.
- 1.8. “**Subscription Term**” means the initial period during which You have agreed to subscribe to the Service as set out in the Order Form, together with any subsequent renewal periods, unless terminated in accordance with the provisions of this Agreement.
- 1.9. “**User(s)**” means Subscriber's employees, representatives or contractors who are the end user(s), authorized by Subscriber to access and use the Services and have been supplied with user identifications and passwords.

2. GENERAL TERMS AND CONDITIONS APPLICABLE TO THE SERVICES

These General Terms and Conditions apply to Subscriber of the Services, in whole or in part, except where otherwise expressly noted below.

- 2.1. **PROVISION OF PURCHASED SERVICES.** On and subject to the terms and conditions of this Agreement and the applicable Order Form, including payment by Subscriber of the applicable Service Fee, We will, during the Subscription Term, (a) grant You a revocable, limited, non-exclusive, non-transferable and non-assignable right, solely for Your internal use (and not for resale, further distribution, or for providing outsourcing or service bureau services), to access and use the web-based Services and Content (if included), (b) provide Our standard support during working days, excluding holidays, between 9:00 am - 5:00 pm, (“**Working Hours**”) for the purchased Services, and (c) use commercially reasonable efforts to make the Services Available 24 hours a day, 7 days a week, except for: (i) planned downtime; (ii) interruption of the Services without notice in order to protect the integrity of the Services, inter alia,

due to security issues, virus attacks, spam issues or other unforeseen circumstances; and (iii) any unavailability caused by a Force Majeure Event or circumstances attributable to You. “**Availability**” or “**Available**” for the purpose hereof means when the Subscriber whose Stampli Account is active and enabled has reasonable access to the Services, subject to the exclusions above and below.

Upon expiration or termination of the Subscription Term, all rights granted to Subscriber herein shall immediately terminate and expire.

- 2.2. CHANGE OR MODIFICATION OF SERVICES.** Stampli may change or modify the Services. If Stampli notifies Subscriber of a change and Subscriber does not wish to use the Services after notification of such change, Subscriber may, within thirty (30) days of the date of notification, provide Stampli with a written notice of termination of the Agreement.
- 2.3. TRIAL.** If Subscriber is granted a trial period under this Agreement to a free (no fee) version of the Service, Subscriber agrees that (i) Stampli has no obligation to provide any particular service level or support services, and (ii) Stampli may cease providing the Service at any time without notice. This Section 2.3 supersedes any conflicting term of this Agreement.
- 2.4. PROTECTION OF YOUR DATA.** Without limiting the other provisions of this Agreement, we will implement commercially reasonable administrative, physical and technical measures designed to protect the security, confidentiality and integrity of Your Data. However, no data transmission over the Internet can be guaranteed to be 100% secure, and Stampli provides no assurances that such security measures will withstand attempts to evade security mechanisms or that there will be no cracks, disablements or other circumvention of such security measures. Your Data is currently hosted by Stampli in AWS data centers (servers) located in European Economic Area. Stampli will provide notice if your Data is compromised or subject to a breach.
- 2.5. PASSWORDS AND SECURITY.** You shall keep all passwords confidential to prevent unauthorized use of the Services and You shall not give or make available passwords or other means of accessing the Services or Website to any unauthorized individuals. You must notify Stampli’s Customer Support immediately and in writing upon any suspicion or becoming aware, that a password has been lost, stolen or of any other unauthorized use the Services or Website. Due to security reason usage on public network or computers outside Your organization is at your own responsibility and risk.
- 2.6. CONSENT TO ELECTRONIC DISCLOSURES.** You agree that Stampli, on behalf of itself and third parties who administer or perform Services You choose, may send You communications and notices regarding all transactions You conduct through the Service by email or by posting on the Website. You hereby consent to receive these communications electronically.
- 2.7. FEES AND PAYMENTS.** Subscriber shall pay to Stampli the fees and other charges applicable to the Services as set in the Order Form (“**Service Fees**”). Stampli shall invoice at the end of each calendar month in respect to the total number of invoices processed. You will provide Us with valid and updated credit card information, or with a valid purchase order or alternative document reasonably acceptable to Us. If You provide credit card information to Us, You authorize Us to charge such credit card for the Purchased Services. If the Order Form specifies that payment will be by a method other than a credit card, Stampli will invoice You in advance for the minimum package or as otherwise stated in the Order Form. Unless otherwise stated in the Order Form, invoiced charges are due upon receipt and payable within thirty (30) days. You are responsible for providing complete and accurate billing and contact information to Us and notifying Us of any changes to such information.

We will not invoice for the last month if You terminate the Subscription before the month end, otherwise Service Fees are not refundable. Subscriber shall have no right to withhold or reduce Service Fees under this Agreement or set off any amount against amounts owed for alleged defects in the Service or any other demand or claim against Stampli. Past due payments that are undisputed shall bear interest at the rate of the lesser of 1.5% per month or the highest rate permitted by applicable law, calculated from the date such amount was due until the date that full payment is received. Stampli shall be entitled to reimbursement for the reasonable costs of collection, including reasonable fees and expenses of attorneys. We will not exercise Our rights under of Overdue Charges or Suspension of Service if You are disputing the applicable charges reasonably and in good faith and are cooperating diligently to resolve the dispute. Unless otherwise stated, Our charges do not include any taxes, levies, duties or similar governmental assessments, including value-added, sales, use or withholding taxes assessable by any local, state, provincial or foreign jurisdiction (collectively “**Taxes**”). You are responsible for paying Taxes except those assessable against Stampli based on its income. We will invoice You for such Taxes if We believe We have a legal obligation to do so and You agree to pay such Taxes if so invoiced.

2.8. PROPRIETARY RIGHTS.

- 2.8.1. **Reservation of Rights.** Subject to the limited rights expressly granted hereunder, We and our and suppliers, as the case may be, reserve the sole and exclusive ownership of all rights, title and interest in and to the Stampli Solution and the Services, including (i) all related intellectual property rights, including any and all patents, copyrights, trade secrets, inventions or know-how (whether patentable or not and whether registered or not), (ii) any logos, trade dress, designs or trademarks, service marks, (iii) all modifications and enhancements to the Services or the Stampli Solution, and (iv) any other documents or materials that Stampli provides to Subscriber under or in connection with this Agreement. You are only granted the limited right to use of the Service as expressly set forth herein for the Subscription Term.
- 2.8.2. **License By You to Host and Use Your Data.** You grant Us, a limited- term license to host, copy, use, transmit and display Your Subscriber Data and program code created by or for You using the Services, as necessary for Us to provide the Services in accordance with this Agreement.
- 2.8.3. **License By You To Use Feedback.** You hereby grant Us a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into the Services any suggestion, enhancement request, recommendation, correction or other feedback provided by You or Users relating to the operation of the Services. We may utilize the information concerning Subscriber's use of the Service to improve Stampli's products and services.
- 2.8.4. **Use of Your name and Logo.** You agree to enable Us to use your name, logo and reference that You are a subscriber of the Services in our publications and Website.

2.9. USE RESTRICTIONS. Neither You, nor will you allow any third party, to (a) access or attempt to access any Stampli systems, programs or data that are not available for public use; (b) directly or indirectly, sell, resell, transfer, assign, distribute, rent, lend, disclose, or otherwise commercially exploit or make available the Services to any third party in any manner and any attempt to do so is null and void; (c) modify or make derivative works based upon the Service or Stampli Solution; (d) copy, reproduce, republish, upload, post, transmit or distribute in any way material from the Website or the Services; (e) work around any technical limitations in the Service, or decompile, disassemble or otherwise reverse engineer the Software or make any attempt to ascertain, derive or obtain the source code for the Software; (f) create Internet "links" to the Services or "frame" or "mirror" the Service on any other server or wireless or Internet-based device; (g) access, store, distribute or transmit any viruses, or any material during the course of its use of the Service that is unlawful, obscene or causes damage or injury to any person or property and/or (h) use the Services to take any action that (A) infringes on any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; (B) violate any applicable law, statute, ordinance or regulation (including those regarding export control); (C) are defamatory, trade libelous, threatening, harassing, or obscene; or (D) constitute unauthorized entry to any machine accessible via the network. Stampli shall be entitled to monitor Subscriber's compliance with the terms of this Agreement, including but not limited the Users accessing the Services.

2.10. FUTURE FUNCTIONALITY. You agree that Your purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Us regarding future functionality or features.

2.11. SUBSCRIBER RESPONSIBILITIES. Without derogating from any other Subscriber's obligations and responsibilities hereunder:

- 2.11.1. Subscriber shall be responsible for all activity occurring under its Stampli Account and subscriptions and shall abide by all applicable laws and regulations in connection with Subscriber's use of the Services or the output thereof, including those related to data privacy, international communications and the transmission of technical or personal data. Subscriber shall be responsible for ensuring that its Users comply with the provisions of this Agreement.
- 2.11.2. Subscriber shall be solely responsible for procuring and maintaining its network connections and telecommunications links from its systems to the Stampli's data centers, and all problems, conditions, delays, delivery failures and for all other loss or damage arising from or relating to the Subscriber's network connections or telecommunications links or caused by the Internet, and not by any fault of Stampli.
- 2.11.3. Subscriber is solely responsible for adequate protection and for maintaining appropriate security on Your systems and equipment used in connection with the Services.
- 2.11.4. Subscriber shall be responsible for the acts and omissions of its Users as if they were the acts and omissions of Subscriber.

- 2.11.5. It being clear that there will be no direct legal relationship between Stampli and Subscriber's Vendors or customers and in the event of any claim and/or demand by any third party, Subscriber will indemnify Stampli, its affiliates and their respective employee, directors and officers from and against any liability, loss, cost or expense incurred by any of them, arising from such claim and/or demand.
- 2.11.6. Subscriber shall be solely responsible to establish and implement internal controls that can detect, correct and compensate for errors and failures of the Services. Subscriber expressly agrees that it understands the quality and limitations of those Services and agrees that they are commercially reasonable in light of the price and the Subscriber's business needs.

2.12. LINKS. The Website may contain links to external websites and information provided on such external websites by third-party service providers. Stampli shall not be responsible for the contents of any linked website or for any claim, damage or loss caused or alleged to be caused by or in connection with Subscriber's use of or reliance on any content, goods, products, services or web sites available on or through any such linked website.

2.13. LIMITED WARRANTY FOR THE SERVICE. Stampli warrants to Subscriber that during the Subscription Term, the Service (excluding any third party products, Content or services accessed through the Service) will perform substantially in accordance with the description of the Service in Stampli's Documentation, as may be amended from time to time. If the Service does not conform to the foregoing warranty, and Stampli is unable to correct the Service using commercially reasonable efforts, Subscriber's sole and exclusive remedy shall be to stop using the Service and cancel the Stampli Account by notifying Stampli Customer Support.

The Service may include Content. This Content is provided "As Is", and Stampli makes no warranty regarding such Content.

The above warranty shall not apply: (i) if the Service is not used in accordance with this Agreement and any associated documentation; or (ii) to evaluation subscription Services (free or trial).

2.14. WARRANTY DISCLAIMER. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 2.13 ABOVE, THE SERVICES ARE PROVIDED ON A "AS-IS", AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES, CONDITIONS OR REPRESENTATIONS, OF ANY KIND WHATSOEVER, EITHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, ORAL OR WRITTEN, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES IMPLIED IN LAW WHICH THE LAW PERMITS TO BE DISCLAIMED, AND EXPRESSLY, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURACY, RELIABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT. YOU ASSUME SOLE RESPONSIBILITY AND LIABILITY AND ALL RISK AS TO THE RESULTS AND PERFORMANCE OF THE SERVICE. STAMPLI DOES NOT WARRANT THAT THE SERVICE IS COMPLETELY SECURE OR IS FREE FROM BUGS, INTERRUPTIONS, OR ERRORS.

2.15. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT OR APPLICABLE LAW, IN NO EVENT SHALL STAMPLI, ITS AFFILIATES AND/OR ITS VENDORS, DISTRIBUTORS AND SUBCONTRACTORS, THEIR RESPECTIVE EMPLOYEES, OFFICERS AND DIRECTORS AND/OR ANYONE ACTING ON THEIR BEHALF (COLLECTIVELY, "STAMPLI INDEMNITIES"), (I) BE LIABLE TO SUBSCRIBER, ITS AFFILIATES, AGENTS, ANYONE ACTING ON THEIR BEHALF OR ANY OTHER THIRD PARTY FOR ANY INCIDENTAL, SPECIAL, INDIRECT, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF INCOME, DATA, PROFITS, REVENUE, BUSINESS OR BUSINESS INTERRUPTION, LOSS OF GOODWILL, LOSS OF DATA AND/OR UNDERTAKING THE RESTORATION OF DATA OR COST OF SUBSTITUTE SERVICES, OR OTHER ECONOMIC LOSS, ARISING OUT OF THIS AGREEMENT OR THE SERVICES; (II) AGGREGATE LIABILITY TO YOU OR ANY THIRD PARTY FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT OR THE SERVICES, EXCEED THE TOTAL SERVICES FEES ACTUALLY PAID TO STAMPLI BY SUBSCRIBER AND RECEIVED BY STAMPLI IN THE SIX (6) MONTH PERIOD PRECEDING THE EVENTS THAT GAVE RISE TO SUCH LIABILITY. THE FOREGOING LIMITATION OF LIABILITIES WILL APPLY REGARDLESS OF THE FORM OR THEORY OF THE CLAIM OR ACTION AND WHETHER ANY CLAIM FOR RECOVERY IS BASED ON THEORIES OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE.

2.16. CONFIDENTIALITY

2.16.1. Subscriber acknowledges that the Services and Software are commercially valuable and proprietary to Stampli. Subscriber, its employees, Users and/or anyone acting on its behalf, will hold the Confidential Information in confidence and shall not, directly or indirectly, copy, disclose or otherwise transfer any of the Confidential Information (whether in written, oral, electronic or other form), which is obtained from Stampli or otherwise prepared or discovered in the performance of this Agreement.

As used herein, the term "Confidential Information" mean all information or data concerning or related to Stampli and/or the Services and/or Software, processes, or general business

operations, which, if not otherwise described above, is of such a nature that a reasonable person would understand it to be confidential or proprietary given the nature of the information and the circumstances of disclosure

2.16.2. Stampli will hold in confidence and shall not, directly or indirectly, disclose or otherwise transfer any information disclosed by You to Stampli which is in tangible form and labeled "confidential" (or with a similar legend). For purposes of these Agreement, Your Data shall be deemed Confidential Information. Notwithstanding the foregoing, Your confidential information shall not include information that (a) was already known to Stampli at the time of disclosure by You; (b) was or is obtained by Stampli by a third party not known by Stampli to be under an obligation of confidentiality with respect to such information; (c) is or becomes generally available to the public other than by violation of these Agreement; or (d) was or is independently developed by Stampli or anyone on its behalf without use of Subscriber's confidential information.

2.17. ACKNOWLEDGEMENT. The parties acknowledge that the limitations and exclusions contained in this Agreement represent the parties' agreement based upon the perceived level of risk associated with their respective obligations under this Agreement and the Service Fees paid hereunder.

2.18. TERM AND TERMINATION.

2.18.1. **Term of the Agreement.** This Agreement commences on the date Stampli, through the Stampli Solution, provides You with the Administrator initial password for the Services or otherwise acknowledge its acceptance in writing, and continues according to the terms defined in the Order Form. This Agreement will automatically renew for additional periods equal to the Initial (subscription) Term, unless either party gives the other notice of non-renewal at least 30 days before the end of the relevant subscription term.

2.18.2. **Termination.** A party may terminate this Agreement for cause (i) upon 30 days written notice to the other party of a breach (including 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. In addition, Stampli may terminate this Agreement, forthwith, with immediate effect, in the event of a breach of any of provisions 2.5, 2.8.1, 2.8.2, 2.9 and 2.16 of this Agreement by Subscriber.

Each party may terminate this Agreement at any time, without giving any reason or incurring any liability thereby, by giving the other party a thirty (30) days' prior written notice.

If Subscriber cancels the Service, all accrued Service Fees will be immediately become due.

2.18.3. **Effects of Termination.** Upon termination or expiry of this Agreement at any time and for any reason, Stampli may destroy any Subscriber Data in its possession upon Subscriber request. Upon termination or expiry of this Agreement at any time and for any reason, Subscriber will: (i) discontinue any and all use of the Services; and (ii) deliver to Stampli certification that Subscriber has complied with the termination obligations.

2.18.4. **Survival.** The provisions of this Agreement which expressly or by their nature are required to survive termination of this Agreement shall survive the expiration or termination of this Agreement for whatever reason.

2.19. NOTICES. Stampli may give notice by means of an electronic mail to the e-mail address on record in Stampli's account information with clarity that it should be forwarded to the General Counsel or by first class mail to the address of record in Stampli's account information with attn.: General Counsel. Such notice shall be deemed given six (6) hours after sending by electronic mail, or seventy-two (72) hours after sending by first class mail. Except as provided herein, Subscriber may give notice to Stampli by confirmed facsimile or delivery by nationally recognized overnight delivery service or first class mail to Stampli as specified on the Website. Such notice shall be deemed given when received by Stampli.

2.20. CHANGES TO AGREEMENT. Stampli reserves the right to modify the terms and conditions of this Agreement and its policies relating to the Service at any time, in its sole discretion, by providing notice on the Website in advance of the effective date of such changes ("**Amendment Date**"). Continuing to use the Service and failing to cancel your account by no later than the Amendment Date constitutes acceptance of the revised terms and conditions of the Agreement. This Agreement may not be modified or amended by Subscriber except in a writing signed by a duly authorized representative of Stampli.

2.21. GENERAL. (i) The Agreement and all matters arising out of or relating to the Agreement shall be governed by and construed in accordance with the laws of the State of Delaware (without giving effect to its conflict of law principles), and parties irrevocably submit to the exclusive jurisdiction of the courts

of Dover city, without regard to its conflict of law provisions. Any legal action or proceeding relating to the Agreement shall be brought exclusively in the competent courts of Dover, Delaware and the parties hereby irrevocably agree to submit to the exclusive jurisdiction of such courts. (ii) The waiver of any default or breach of the Agreement shall not constitute a waiver of any other or subsequent default or breach. (iii) In the event any provision of the Agreement is held to be invalid, illegal or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of the Agreement shall remain in full force and effect, but such provision shall be deemed modified to the extent necessary to render such term or provision enforceable, preserving to the fullest extent permissible the intent and agreements of the parties herein set forth. (iv) The Agreement is intended for the sole and exclusive benefit of the parties thereto (and Stampli's suppliers) and is not intended to the benefit of any third party on Subscriber's behalf. (v) The Agreement constitutes the complete and exclusive agreement between the parties concerning its subject matter and supersedes all prior or contemporaneous agreements or understandings, written or oral, concerning such subject matter. (vi) The headings in the Agreement are for convenience of reference only and have no legal effect. (vii) Subscriber may not assign or transfer the Agreement, in whole or in part, without Stampli's prior written consent. Stampli may without Your consent, assign this Agreement, provided that any such successor agrees to fulfill Stampli's obligations pursuant to this Agreement. Subject to the foregoing restrictions, this Agreement will be fully binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and permitted assigns.