



VERADY, INC.

SAAS AGREEMENT

(Last modified on May 5th 2019)

Acceptance of the Terms of Use

This SAAS Agreement ("**Agreement**") is a binding agreement between you ("**Customer**" or "**you**") and Verady, Inc., a Delaware corporation ("**Verady**," "**we**" or "**us**").

Verady provides cryptocurrency accounting and audit services for the blockchain industry (the "**Services**").

This Agreement and the Privacy Policy at Verady.com govern your relationship with us, your use of the App and our use of your information. It goes into effect on the date (the "**Effective Date**") set out on your signup sheet (the "**Signup Sheet**")

BY CLICKING THE "AGREE" BUTTON, YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT; (B) REPRESENT THAT YOU ARE OF LEGAL AGE TO ENTER INTO A BINDING AGREEMENT; AND (C) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT USE THE SERVICES.

Table of Contents

1.	Definitions and Interpretative Guidelines.....	- 1 -
2.	Services.....	- 1 -
2.1	Provision of Access.....	- 1 -
2.2	Verady Materials License.....	- 1 -
2.3	Service and System Control.....	- 1 -
2.4	Changes.....	- 1 -
2.5	Subcontractors.....	- 1 -
3.	Customer Obligations.....	- 1 -
4.	Service Levels and Credits.....	- 2 -
4.1	Service Levels.....	- 2 -
4.2	Service Level Failures and Remedies.....	- 2 -
4.3	Scheduled Downtime.....	- 2 -
4.4	Service Support.....	- 2 -
5.	Security.....	- 2 -
5.1	Verady Systems and Security Obligations.....	- 2 -
5.2	Data Breach Procedures.....	- 2 -
5.3	Customer Control and Responsibility.....	- 3 -
5.4	Access and Security.....	- 3 -
6.	Fees.....	- 3 -
6.1	Fees.....	- 3 -
6.2	Fee Increases.....	- 3 -
6.3	Expenses.....	- 3 -
6.4	Taxes.....	- 3 -
6.5	Payment.....	- 3 -
6.6	Late Payment.....	- 3 -
6.7	No Deductions or Setoffs.....	- 3 -
7.	Intellectual Property Rights.....	- 4 -
7.1	Services and Verady Materials.....	- 4 -
7.2	Customer Data.....	- 4 -
7.3	Consent to Use Customer Data.....	- 4 -
7.4	Resultant Data.....	- 4 -
8.	Confidentiality.....	- 4 -
9.	Disclaimer of Warranties.....	- 5 -
10.	Limitations of Liability.....	- 5 -
10.1	Exclusion of Damages.....	- 5 -
10.2	Cap on Monetary Liability.....	- 5 -
11.	Term and Termination.....	- 5 -
11.1	Normal Duration.....	- 5 -
11.2	Breach.....	- 5 -
11.3	Surviving Terms.....	- 6 -
12.	Assignment.....	- 6 -

13. **Governing Law**..... - 6 -

14. **Miscellaneous.** - 6 -

14.1 Notice Procedure..... - 6 -

14.2 Exhibits. - 7 -

**VERADY, INC..
SAAS AGREEMENT**

1. Definitions and Interpretative Guidelines.

All words with initial capitals are defined in Exhibit 1, which Exhibit also sets forth some interpretative guidelines.

2. Services.

2.1 Provision of Access.

Subject to and conditioned on Customer's and its Authorized Users' compliance with the terms and conditions of this Agreement, during the term of this Agreement, Verady grants Customer a non-exclusive, non-transferable (except in compliance with Section 12) right to access and use the Services during the term of this Agreement, solely for use by Authorized Users for the Permitted Use in accordance with the terms and conditions herein. Such use is limited to Customer's internal use. Verady must provide to Customer the Access Credentials as of the Effective Date. The total number of Authorized Users may not exceed the number set forth on the Signup Sheet, except as expressly agreed to in writing by the Parties and subject to any appropriate adjustment of the Fees payable under this Agreement.

2.2 Verady Materials License.

Subject to the terms and conditions contained in this Agreement, Verady grants to Customer a non-exclusive, non-sublicenseable, non-transferable (except in compliance with Section 12) license to use the Verady Materials during the term of this Agreement solely for Customer's internal business purposes in connection with its use of the Services.

2.3 Service and System Control.

Except as otherwise expressly provided in this Agreement, as between the Parties:

- (a) Verady has and will retain sole control over the operation, provision, maintenance and management of the Services and Verady Materials, including the: (i) Verady Systems; (ii) location(s) where any of the Services are performed, including in the United States of America, in countries outside the United States of America, or outside the borders of the country in which Customer or the Customer Systems are located, (iii) selection, deployment, modification and replacement of the Service Software; and (iv) performance of Service maintenance, upgrades, corrections and repairs; and
- (b) Customer has and will retain sole control over the operation, maintenance and management of, and all access to and use of, the Customer Systems, and sole responsibility for all access to and use of the Services and Verady Materials by any Person by or through the Customer Systems or any other means controlled by Customer or any Authorized User, including any: (i) information, instructions or materials provided by any of them to the Services or Verady; (ii) results obtained from any use of the Services or Verady Materials; and (iii) conclusions, decisions or actions based on such use.

2.4 Changes.

Verady reserves the right, in its sole discretion, to make any changes to the Services and Verady Materials that it deems necessary or useful to: (a) maintain or enhance (i) the quality or delivery of Verady's services to its customers, (ii) the competitive strength of or market for Verady's services or (iii) the Services' cost efficiency or performance; or (b) to comply with applicable Law (collectively, the "Service Updates").

2.5 Subcontractors.

Verady may from time to time in its discretion engage third parties to perform Services (each, a "Subcontractor").

3. Customer Obligations.

Customer must at all times during the term of this Agreement: (a) set up, maintain and operate in good repair and in accordance with the Specifications all Customer Systems on or through which the Services are accessed or used; (b) provide Verady Personnel with such access to Customer's premises and Customer

Systems as is necessary for Verady to perform the Services in accordance with the Availability Requirement and Specifications; and (c) provide all cooperation and assistance as Verady may reasonably request to enable Verady to exercise its rights and perform its obligations under and in connection with this Agreement.

4. Service Levels and Credits.

4.1 Service Levels.

Subject to the terms and conditions of this Agreement, Verady will use commercially reasonable efforts to make the Services Available at least 99.5% of the time as measured over the course of each calendar month during the term of this Agreement (each such calendar month, a "Service Period"), excluding unavailability as a result of any of the Exceptions described below in this Section 4.1 (the "Availability Requirement"). "Service Level Failure" means a material failure of the Services to meet the Availability Requirement. "Available" means the Services are available for access and use by Customer and its Authorized Users over the Internet and operating in material accordance with the Specifications. For purposes of calculating the Availability Requirement, the following are "Exceptions" to the Availability Requirement, and neither the Services will be considered un-Available nor any Service Level Failure be deemed to occur in connection with any failure to meet the Availability Requirement or impaired ability of Customer or its Authorized Users to access or use the Services that is due, in whole or in part, to any: (a) act or omission by Customer or any Authorized User/access to or use of the Services by Customer or any Authorized User, or using Customer's or an Authorized User's Access Credentials, that does not strictly comply with this Agreement and the Specifications or Scheduled Downtime.

4.2 Service Level Failures and Remedies.

In the event of a Service Level Failure, Verady must issue a credit to Customer of \$__ times the fraction of the calendar month during which the Service Level Failure occurred (each a "Service Credit"), subject to the following:

- (a) Verady has no obligation to issue any Service Credit unless (i) Customer reports the Service Failure to Verady immediately on becoming aware of it; and (ii) requests such Service Credit in writing within five days of the Service Level Failure; and
- (b) in no event will a Service Level Credit for any Service Period exceed __% of the total Fees that would be payable for that Service Period if no Service Level Failure had occurred.

Any Service Credit payable to Customer under this Agreement must be issued to Customer in the calendar month following the Service Period in which the Service Level Failure occurred. This Section 4.2 sets forth Verady's sole obligation and liability and Customer's sole remedy for any Service Level Failure.

4.3 Scheduled Downtime.

Verady must use commercially reasonable efforts to; (a) schedule downtime for routine maintenance of the Services between the hours of __ a.m. and __ a.m., Eastern Time; and (b) give Customer at least __ hours' prior notice of all scheduled outages of the Services ("Scheduled Downtime").

4.4 Service Support.

The Services include Verady's standard customer support services ("Support Services") at the support levels Customer purchases in accordance with the Verady service support schedule then in effect, a current copy of which is attached as Exhibit 3 (the "Support Schedule"). Verady may amend the Support Schedule from time to time in its sole discretion.

5. Security.

5.1 Verady Systems and Security Obligations.

Verady must employ security measures in accordance with Verady's data privacy and security policy as amended from time to time, a current copy of which is set forth in Exhibit 4 ("Privacy and Security Policy").

5.2 Data Breach Procedures.

Verady maintains a data breach plan in accordance with the criteria set forth in Verady's Privacy and Security Policy and must implement the procedures required under such data breach plan on the occurrence of a "Data Breach" (as defined in such plan).

5.3 Customer Control and Responsibility.

Customer has and will retain sole responsibility for: (a) all Customer Data, including its content and use; (b) all information, instructions and materials provided by or on behalf of Customer or any Authorized User in connection with the Services; (c) Customer Systems; (d) the security and use of Customer's and its Authorized Users' Access Credentials; and (e) all access to and use of the Services and Verady Materials directly or indirectly by or through the Customer Systems or its or its Authorized Users' Access Credentials, with or without Customer's knowledge or consent, including all results obtained from, and all conclusions, decisions and actions based on, such access or use.

5.4 Access and Security.

Customer must employ all physical, administrative and technical controls, screening and security procedures and other safeguards necessary to: (a) securely administer the distribution and use of all Access Credentials and protect against any unauthorized access to or use of the Services; and (b) control the content and use of Customer Data, including the uploading or other provision of Customer Data for Processing by the Services.

6. Fees.**6.1 Fees.**

As compensation in full for the Services, Customer must pay Verady the monthly subscription fee set forth on the Customer Signature page (the "Fee").

6.2 Fee Increases.

Verady may increase Fees no more than once any Agreement Year after the first Agreement Year the by providing written notice to Customer at least 60 calendar days prior to the commencement of that Agreement Year.

6.3 Expenses.

Verady and Customer must each bear their own expenses incurred in connection with their activities under this Agreement.

6.4 Taxes.

All Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Customer is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on Verady's income.

6.5 Payment.

The first Fee is payable on the Effective Date and thereafter on the same day of each succeeding month.

6.6 Late Payment.

If Customer fails to make any payment when due then, in addition to all other remedies that may be available:

- (a) Verady may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable Law;
- (b) Customer must reimburse Verady for all reasonable costs incurred by Verady in collecting any late payments or interest, including attorneys' fees, court costs and collection agency fees; and
- (c) if such failure continues for 30 days following written notice thereof, Verady may suspend performance of the Services until all past due amounts and interest thereon have been paid, without incurring any obligation or liability to Customer or any other Person by reason of such suspension.

6.7 No Deductions or Setoffs.

All amounts payable to Verady under this Agreement must be paid by Customer to Verady in full without any setoff, recoupment, counterclaim, deduction, debit or withholding for any reason (other than Service Credits issued pursuant to Section 4.2 or any deduction or withholding of tax as may be required by applicable Law).

7. Intellectual Property Rights.**7.1 Services and Verady Materials.**

All right, title and interest in and to the Services and Verady Materials, including all Intellectual Property Rights therein, are and will remain with Verady and the respective rights holders in the Third-Party Materials. Customer has no right, license or authorization with respect to any of the Services or Verady Materials (including Third-Party Materials) except as expressly set forth in Section 2 or the applicable third-party license, in each case subject to Section 2. All other rights in and to the Services and Verady Materials (including Third-Party Materials) are expressly reserved by Verady and the respective third-party licensors. In furtherance of the foregoing, Customer unconditionally and irrevocably grants to Verady an assignment of all right, title and interest in and to the Resultant Data, including all Intellectual Property Rights relating thereto.

7.2 Customer Data.

As between Customer and Verady, Customer is and will remain the sole and exclusive owner of all right, title and interest in and to all Customer Data, including all Intellectual Property Rights relating thereto, subject to the rights and permissions granted in Section 7.3.

7.3 Consent to Use Customer Data.

Customer irrevocably grants all such rights and permissions in or relating to Customer Data: (a) to Verady, its Subcontractors and the Verady Personnel as are necessary or useful to perform the Services; and (b) to Verady as are necessary or useful to enforce this Agreement.

7.4 Resultant Data.

Notwithstanding anything to the contrary in this Agreement, Verady may monitor Customer's use of the Services and collect and compile Resultant Data. As between Verady and Customer, all right, title, and interest in Resultant Data, and all intellectual property rights therein, belong to and are retained solely by Verady. Customer acknowledges that Verady may compile Resultant Data based on Customer Data input into the Services. Customer agrees that Verady may (i) make Resultant Data publicly available in compliance with applicable law, and (ii) use Resultant Data to the extent and in the manner permitted under applicable law; provided that such Resultant Data do not identify Customer or Customer's Confidential Information.

8. Confidentiality.

For the purposes of this Agreement, "Confidential Information" means non-public information about a Party's business or activities, including, but not limited to, business, financial, technical and other information that is disclosed by such Party and designated by such Party as "confidential" or "proprietary;" or that, by the nature of the circumstances surrounding the disclosure, ought in good faith to be treated as confidential. Each Party agrees that it may not disclose any of the other Party's Confidential Information to any third party, except as required by law or court order (in which case the Party that must disclose the information must provide the other Party with prompt notice so that such other Party may seek a protective order) and it will not use such information for any purpose whatsoever other than performing this Agreement. Without the prior written consent of the disclosing Party, the receiving Party must, and must use its reasonable best efforts to cause each of its representatives to, use the Confidential Information only for the purpose of the activities authorized under this Agreement. Notwithstanding anything in this Agreement to the contrary, "Confidential Information" does not include information that: (i) is publicly known, already known by, or in possession of the non-disclosing Party as demonstrated through written records, (ii) is independently developed by the non-disclosing Party as demonstrated through written records, (iii) is later lawfully obtained by the non-disclosing Party from a source other than the disclosing Party, as demonstrated through written records, or (iv) becomes, through no act or failure on the recipient Party's part, generally known or available. Unless specifically assigned or transferred by a written instrument, all Confidential Information furnished under this Agreement remains the property of the Party furnishing the information and must be returned to it (or destroyed) promptly upon written request if made during the term of this Agreement or upon the termination of this Agreement. The covenants and agreements contained in this Section 8 with respect to Confidential Information deemed a trade secret under applicable law continue until the information ceases to be a trade secret under applicable law. The covenants and agreements contained in this Section 8 with respect to Confidential Information deemed a trade secret under applicable law continue until the information ceases to be a trade secret under applicable law. The obligations with respect to all other Confidential Information continues for a period of three years after the termination of Customer's engagement by Verady.

9. Disclaimer of Warranties.

EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTION 4, ALL SERVICES AND VERADY MATERIALS ARE PROVIDED "AS IS" AND VERADY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHER, AND VERADY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, VERADY MAKES NO WARRANTY OF ANY KIND THAT THE SERVICES OR VERADY MATERIALS, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES EXCEPT IF AND TO THE EXTENT EXPRESSLY SET FORTH IN THE SPECIFICATIONS, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE OR ERROR FREE. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY THIRD-PARTY MATERIALS IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF THE THIRD-PARTY MATERIALS.

10. Limitations of Liability.**10.1 Exclusion of Damages.**

EXCEPT FOR VERADY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT WILL VERADY OR ANY OF ITS LICENSORS, SERVICE VERADYS OR SUPPLIERS BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE, FOR ANY: (a) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE OR PROFIT OR DIMINUTION IN VALUE; (b) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION OR DELAY OF THE SERVICES, OTHER THAN FOR THE ISSUANCE OF ANY APPLICABLE SERVICE CREDITS PURSUANT TO SECTION 4.2, (c) LOSS, DAMAGE, CORRUPTION OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY, OR (d) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

10.2 Cap on Monetary Liability.

EXCEPT FOR VERADY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT WILL THE COLLECTIVE AGGREGATE LIABILITY OF VERADY AND ITS LICENSORS, SERVICE PROVIDERS AND SUPPLIERS UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE, EXCEED _____. THE FOREGOING LIMITATION APPLIES NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

11. Term and Termination.**11.1 Normal Duration.**

This Agreement will go into effect on the Effective Date and, unless terminated early pursuant to Section 11.2, will continue in effect as set forth on the Signup Sheet.

11.2 Breach.

If at any time a Party makes a material breach of any of its material obligations under this Agreement and the breach continues for 30 days after the other Party has given notice to the breaching Party specifying the breach and requiring it to be remedied, then the non-breaching Party may terminate this Agreement by notifying the breaching Party within 30 days after the expiration of the 30-day period. If Customer fails to pay Verady any undisputed amount under this Agreement when it is due and payable and the amount remains unpaid for 10 days after written notice thereof is given by Verady to Customer, then Verady may terminate this Agreement by notifying Customer within 30 days after the expiration of the 5-day period.

11.3 Surviving Terms.

The rights and obligations of the Parties set forth in this Section 11 and Sections 10, 13, and any right or obligation of the Parties in this Agreement which, by its express terms or nature and context is intended to survive termination or expiration of this Agreement, will survive any such termination or expiration.

12. Assignment.

This Agreement may not be assigned, in whole or in part, by either Party without the prior written consent of the other Party. All of the rights and obligations of a Party under this Agreement may be assigned, in whole or in part by the Party, to an Affiliate of the Party or to a Person who acquires all, or substantially all, of its business; provided, however, that (i) the assigning Party gives the non-assigning Party written notice of the assignment, (ii) the assignee executes an agreement assuming those obligations and delivers the agreement to the non-assigning Party, and (iii), in case of an assignment to an Affiliate, the assigning Party delivers to the non-assigning Party a written unconditional guaranty of the performance of the obligations so assigned and assumed. Upon the assignment, assigning Party has no further obligations under this Agreement with respect to the obligations assigned except for the obligations imposed under the guaranty. Subject to the foregoing, this Agreement inures to the benefit of and is binding upon the successors and assigns of the Parties.

13. Governing Law.

Regardless of the place of contract, place of performance, or otherwise, this Agreement and all amendments, modifications or supplements to it, must be construed under, and be governed by, the laws of Georgia, without giving effect to the principles of law (such as conflicts of law or choice of law rules) that might make the law of some other jurisdiction applicable.

14. Miscellaneous.**14.1 Notice Procedure.**

No notice or other communication under this Agreement is sufficient to affect any rights, remedies or obligations of a Party unless the notice or communication is in writing and (as elected by the Party giving the notice) is (i) personally delivered, (ii) transmitted by facsimile or e-mail (with receipt acknowledgment), (iii) transmitted by a recognized courier service agreed to by the Parties from time to time or (iv) transmitted by postage prepaid certified or registered mail (with a return receipt requested - airmail if international), to the Party to which notice or communication is being given at the appropriate address as follows:

(a) If to Verady:

Verady, Inc.
75 5th Street NW #2195
Atlanta, GA 30308
Attention: James Kell Canty

Tel: (404) 939-1747
Email: Kell@verady.com

(b) If to Customer:

As set forth on the Signup Sheet

Except as otherwise specified in this Agreement, all notices or communications are deemed to have been duly given (i) on the date of receipt if delivered personally, (ii) on the date of transmission if transmitted by facsimile or e-mail, (iii) the day after pick-up by courier if delivered by courier or (iv) 3 days after mailing if delivered by the postal service. A Party may change its address by notice to the other Party.

14.2 Exhibits.

The following exhibits are incorporated into this Agreement by this reference:

Exhibit 1 Definitions and Interpretative Guidelines

Contact Us

If you have any questions or concerns, please feel free to contact us at:

Verady, Inc.
75 5th Street NW #2195
Atlanta, GA 30308
Attention: James Kell Canty

Tel: (404) 939-1747
Email: Kell@verady.com

VERADY, INC.
SAAS AGREEMENT

DEFINITIONS AND INTERPRETATIVE GUIDELINES

1. **Definitions.**

"Access Credentials" means any user name, identification number, password, license or security key, security token, PIN or other security code, method, technology or device used, alone or in combination, to verify an individual's identity and authorization to access and use the Services.

"Affiliate" means any Person controlling, controlled by or under common control with Customer. As used in this definition, "controlling" (including with correlative meanings the term's "controlled "by" and "under common control with") means (i) with respect to a Person that is a company or corporation, the ownership, directly or indirectly through one or more intermediaries, of more than 50% of the voting rights attributable to the shares of capital stock of that company or corporation and more than 50% of all capital stock of that company or corporation; and (ii) with respect to a Person that is not a company or corporation, the ownership, directly or indirectly, of more than 50% of the equity capital of that Person and the power to direct or cause the direction of the management and policies of the Person.

"Agreement" means this SAAS Agreement, as amended from time to time.

"Agreement Year" means any one-year period during the term of this Agreement that starts on the Effective Date or on an anniversary of the Effective Date and the period starting on the last anniversary of the Effective date prior to the termination of this Agreement and ending on the date of termination.

"Authorized User" means Customer's employees, consultants, contractors, and agents (a) who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Agreement; and (b) for whom access to the Services has been purchased under this Agreement.

"Availability Requirement" has the meaning set forth in Section 4.1.

"Available" has the meaning set forth in Section 4.1.

"Business Day" means any day on which commercial banking institutions are generally open for business in Atlanta, Georgia.

"Confidential Information" has the meaning assigned to it in Section 8.

"Customer" has the meaning assigned to it in the preamble.

"Customer Data" means, other than Resultant Data, information, data and other content, in any form or medium, that is collected, downloaded or otherwise received, directly or indirectly from Customer or an Authorized User by or through the Services or that incorporates or is derived from the Processing of such information, data or content by or through the Services.

"Customer Systems" means the Customer's information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems) and networks, whether operated directly by Customer or through the use of third-party services.

"Exceptions" has the meaning assigned to it in Section 4.1.

"Fees" has the meaning assigned to it in Section 6.1.

"Intellectual Property Rights" means any and all registered and unregistered rights granted, applied for or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection or other intellectual property rights laws, and all similar or equivalent rights or forms of

protection, in any part of the world.

"Law" means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree or other requirement of any federal, state, local or foreign government or political subdivision thereof, or any arbitrator, court or tribunal of competent jurisdiction.

"Paid-Up Fee" has the meaning assigned to it in Section 6.1.

"Party" means either Verady or Customer.

"Permitted Use" means any use of the Services by an Authorized User for the benefit of Customer solely in or for Customer's internal business operations.

"Person" means an individual, partnership, corporation, limited liability company, trust or other entity.

"Privacy and Security Policy" has the meaning assigned to it in Section 5.1.

"Process" means to take any action or perform any operation or set of operations that the Services are capable of taking or performing on any data, information or other content, including to collect, receive, input, upload, download, record, reproduce, store, organize, compile, combine, log, catalog, cross-reference, manage, maintain, copy, adapt, alter, translate or make other derivative works or improvements, process, retrieve, output, consult, use, perform, display, disseminate, transmit, submit, post, transfer, disclose or otherwise provide or make available, or block, erase or destroy. **"Processing"** and **"Processed"** have correlative meanings.

"Resultant Data" means information, data and other content that is derived by or through the Services from Processing Customer Data and is sufficiently different from such Customer Data that such Customer Data cannot be reverse engineered or otherwise identified from the inspection, analysis or further Processing of such information, data or content.

"Scheduled Downtime" has the meaning set forth in Section 4.3.

"Service Credit" has the meaning set forth in Section 4.2.

"Service Level Failure" has the meaning set forth in Section 4.1.

"Service Period" has the meaning set forth in Section 4.1.

"Service Software" means the Verady software application or applications and any third-party or other software, and all new versions, updates, revisions, improvements and modifications of the foregoing, that Verady provides remote access to and use of as part of the Services.

"Service Updates" has the meaning set forth in Section 2.4.

"Services" means the software-as-a-service offering.

"Signup Sheet" has the meaning assigned to it in the preamble.

"Specifications" means the specifications for the Services.

"Subcontractor" has the meaning set forth in Section 2.5.

"Support Schedule" has the meaning set forth in Section 4.4.

"Support Services" has the meaning set forth in Section 4.4.

"Third-Party Materials" means materials and information, in any form or medium, including any open-source or other software, documents, data, content, specifications, products, equipment or components of or relating to the Services that are not proprietary to Verady.

"Verady" has the meaning assigned to it in the preamble.

"Verady Materials" means the Service Software, Specifications, Verady Materials and Verady Systems and any and all other information, data, documents, materials, works and other content, devices, methods, processes, hardware, software and other technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans or reports, that are provided or used by Verady or any Subcontractor in connection with the Services or otherwise comprise or relate to the Services or Verady Systems. For the avoidance of doubt, Verady Materials include Resultant Data and any information, data or other content derived from Verady's monitoring of Customer's access to or use of the Services, but do not include Customer Data.

"Verady Personnel" means all individuals involved in the performance of Services as employees, agents or independent contractors of Verady or any Subcontractor.

"Verady Systems" means the information technology infrastructure used by or on behalf of Verady in performing the Services, including all computers, software, hardware, databases, electronic systems (including database management systems) and networks, whether operated directly by Verady or through the use of third-party services.

2. Interpretative Guidelines.

Generally. Should the provisions of this Agreement require judicial or arbitral interpretation, it is agreed that the judicial or arbitral body interpreting or construing this Agreement may not apply the assumption that the terms must be more strictly construed against one Party by reason of the rule of construction that an instrument is to be construed more strictly against the Party which itself or through its agents prepared the instrument, it being agreed that the agents of both Parties have participated equally in the preparation of this Agreement.

Singular and Plural of Defined Terms. The definitions in this Exhibit apply equally to both the singular and plural of the terms defined.

Gender of Pronouns. Whenever the context may require, any pronoun includes the corresponding masculine, feminine and neuter forms.

References to Agreement. Words such as "herein," "hereinafter," "hereof," "hereto" and hereunder" refer to this Agreement as a whole unless the context otherwise requires.

References to Sections and Exhibits. All references in this agreement to Sections and Exhibits are deemed to be references to Sections of and Exhibits to this Agreement unless the context otherwise requires.

Captions. The captions or headings of the Sections and other subdivisions of this Agreement are inserted only as a matter of convenience or reference and have no effect on the meaning of the provisions of those Sections or subdivisions.

Recitals. The recitals to this Agreement may not be taken into account in the construction or interpretation of any provision of this Agreement.

Interpretation of "Including." The words "include," "includes," and "including" are deemed to be followed by the phrase "without limitation."

Negative Covenants. Any undertaking in this Agreement not to do any act or thing is deemed to include an undertaking not to permit or suffer the doing of that act or thing.

References to "Day." Any reference in this Agreement to "day" or number of "days" without the explicit qualification of "Business" must be interpreted as a reference to a calendar day or number of calendar days. If any action or notice is to be taken or given on or by a particular calendar day and that calendar day is not a Business Day, then the action or notice is deferred until, or may be taken or given, on the next Business Day.

References to Date and Time. Any reference in this Agreement to a date or time is a reference to that date or time in Atlanta, Georgia, unless the contract otherwise requires.

Entirety of Agreement. This Agreement constitutes the final agreement between the Parties. It is the complete and exclusive expression of the Parties' agreement on the matters contained in this Agreement. All prior and contemporaneous negotiations and agreements between the Parties on the matters contained in this Agreement are expressly merged into and superseded by this Agreement. The provisions of this Agreement may not be explained, supplemented, or qualified through evidence of trade usage or a prior course of dealings. In entering into this Agreement, neither Party has relied upon any statement, representation, warranty, or agreement of the other Party except for those expressly contained in this Agreement. There are no conditions precedent to the effectiveness of this Agreement other than those expressly stated in this Agree