

FINQUERY INBOX BETA TERMS AND CONDITIONS

THESE FINQUERY INBOX BETA TERMS AND CONDITIONS (these “Terms”) are by and between FinQuery, LLC, a Delaware limited liability company (“FinQuery”), and the party using the FinQuery Inbox Beta Program, as defined below (“Client”). These Terms govern Client’s access to and use of the FinQuery Inbox Beta Program (as defined below).

By using the FinQuery Inbox Beta Program, you (as an employee, manager officer, owner or other authorized agent of Client), on behalf of Client, accept and agree to be bound and abide by these Terms. In consideration for the mutual covenants and agreements contained in this Agreement, the parties agree as follows:

1. Beta Program. Subject to these Terms and the applicable terms of the existing agreement between Client and FinQuery (the “Subscription Agreement”), Client may participate in the “FinQuery Inbox Beta Program,” which (i) assigns to Client a dedicated email address (the “Client Inbox”), and allows Client to forward documents, pictures, and emails (including any documents attached thereto) to the Client Inbox, which operates with FinQuery’s Solution using its AI Functionality (each, as defined in the Subscription Agreement or the AI Terms, as applicable) to intake, classify, and associate the document with a new or existing Record (as defined in the Subscription Agreement) within Client’s instance of the Solution. Client is responsible for the ultimate review and approval of the documents processed by the FinQuery Inbox Beta Program. The processing and entry of the documents submitted to FinQuery Inbox Beta Program shall be treated as part of the Solution. Except as set forth below, all terms and conditions of the Subscription Agreement applying to the Solution shall also apply to Client’s participation in the FinQuery Inbox Beta Program and access thereto. For clarity, the AI Functionality is subject to the existing AI terms between FinQuery and Client.

2. Beta Program Disclaimers. By using the FinQuery Inbox Beta Program, Client agrees and acknowledges that it is solely responsible for the content of any email and any and all documents, pictures, and emails (and any documents attached thereto) that are sent to the Client Inbox. The content restrictions contained in the Subscription Agreement apply to the FinQuery Inbox Beta Program. FinQuery is not responsible for the accuracy of any document sent to the Client Inbox, and Client is responsible for reviewing the accuracy of (i) the document’s association with the correct existing Record, if applicable, or the creation of a new Record, and (ii) the Predictions (as defined in the Subscription Agreement) returned by the AI Functionality. Information sent to the Client Inbox shall be considered Client Data under the Subscription Agreement.

3. Beta Program Feedback. By submitting any suggestions, recommendations or other feedback provided by FinQuery or its representatives relating to the subject of these Terms (collectively, “Beta Program Feedback”) to FinQuery, Client hereby grants and assigns to FinQuery all right, title and interest in and to such Beta Program Feedback, including all patents or patent applications and all copyrights therein, and all rights to use, reproduce, and otherwise exploit the Beta Program Feedback in any and all formats or media and all channels, whether now known or hereafter created. Client agrees to cooperate with FinQuery and to execute and deliver all papers, instruments, and assignments as may be necessary to vest all right, title, and interest in and to the intellectual property rights to the Beta Program Feedback in FinQuery. Client acknowledges that it has no right to or interest in its Beta Program Feedback or product resulting from such Beta Program Feedback performed hereunder.

4. Limitations of Liability. The FinQuery Inbox Beta Program will be provided for at no cost to Client. As such, **NO WARRANTY REGARDING THE FINQUERY INBOX BETA PROGRAM IS MADE BY FINQUERY, AND THE FINQUERY INBOX BETA PROGRAM IS PROVIDED “AS IS.” TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL FINQUERY OR ANY OF ITS AFFILIATES OR SUBCONTRACTORS, REGARDLESS OF THE CAUSE AND REGARDLESS OF ANY OTHER FAILURE OF ANY PROVISION OR UNDERTAKING IN THESE TERMS, UNDER CONTRACT, TORT OR ANY OTHER THEORY OF LIABILITY (INCLUDING CLAIMS ALLEGING NEGLIGENCE), HAVE ANY LIABILITY WHATSOEVER RELATING TO THESE TERMS OR THE FINQUERY INBOX BETA PROGRAM.**

5. Termination. Either party may terminate these Terms at any time for any or no reason upon written notice to the other party. In the event that Client is removed from the FinQuery Inbox Beta Program (which FinQuery may do for any or no reason), the FinQuery Inbox Beta Program is terminated, or the Subscription Agreement is terminated, these Terms shall automatically terminate. In the event that FinQuery determines to cease offering the cloud-based application or interface that has been a part of the FinQuery Inbox Beta Program free of charge, which it may do at any time in its sole discretion, FinQuery will offer to provide Client with access to the Beta Program for a fee, and if Client declines, these Terms shall automatically terminate, provided that FinQuery will notify Client (which may be via email or through the Solution) of the effective date of such access termination date at least 30 days in advance. Upon termination of these Terms, all access to the FinQuery Inbox Beta Program will be immediately discontinued. The termination of these Terms shall have no effect on the Subscription Agreement.

6. Miscellaneous. Except as expressly amended or supplemented hereby, the Subscription Agreement shall remain in full force and effect in accordance with its terms. The Subscription Agreement, as modified and supplemented by these Terms, constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior understandings, proposals, negotiations and communications, oral or written, between the parties or their representatives with respect to the subject matter hereof. In the event of a conflict between these Terms and the Subscription Agreement, these Terms shall control solely to the extent of such conflict.