

SERVICES AGREEMENT

Curo365 and/or its affiliate is a Microsoft Corporation ("**Microsoft**") "**Partner**¹" with the right to market, promote, resell and distribute licenses to Products purchased by Curo365's customers ("**Customers**") and their End Users. The terms and conditions of the Microsoft EULAs (defined in footnote 1 below) are hereby incorporated into this Agreement and each Customer agrees to be bound by the same upon accepting Products or Services (defined below) from Curo365. Customers' use of any Product is governed by the Microsoft EULAs. Curo365 shall act as the designated "**Partner**" for all Customers. This Services Agreement (this "**Agreement**") governs each Customer's (defined below) use of the software and services provided by Curo365, LLC (and its subsidiaries) (collectively, "**Curo365**") and the Products related thereto. This is a legal agreement between Customers and Curo365 and incorporates Curo365's Privacy Policy, which can be found at <https://www.curo365.com/privacy-policy>.

1. DEFINITIONS.

(a) "**Business Administrator**" shall mean an End User with authority to designate additional End Users and/or Business Administrators.

(b) "**Confidential Information**" shall mean the Customer Data and any information, technical data, or know-how considered proprietary or confidential by either party to this Agreement including, but not limited to, either party's research, services, inventions, processes, specifications, designs, drawings, diagrams, concepts, marketing, techniques, documentation, source code, customer information, personally identifiable information, pricing information, procedures, menu concepts, business and marketing plans or strategies, financial information, and business opportunities disclosed by either party before or after the Effective Date of an Order (defined below), either directly or indirectly in any form whatsoever, including in writing, orally, machine readable form or through access to either party's premises.

(c) "**Order**" shall mean a written request from a Customer to Curo365 for Services and/or Products, which shall generally be in the form of a Subscription SaaS Order, Statement of Work or Purchase Order.

(d) "**Originating End User**" shall mean the End User who has initiated the procurement of Services and is assumed by Curo365 to have the sole authority to administer the subscription.

(e) "**Services**" shall mean any software or services provided by Curo365 pursuant to an Order, which may include, but is not limited to Products. Customers hereby

acknowledge that Curo365's software and other intellectual property are integrated with Products but are not "**Products**" for purposes of this Agreement.

2. LIMITED LICENSE & USE OF THE SERVICES.

2.1. Following the execution of an Order, a Customer and its End Users are granted a non-exclusive, non-transferable, limited license to access and use the Services described in the Order. A Customer's and/or End User's rights related to Products shall be as described in the Microsoft EULAs.

2.2. Customers hereby agree not to modify, reverse engineer, adapt or otherwise tamper with the Services or modify another website so as to falsely imply that it is associated with the Services, Curo365, or any other software or service provided by Curo365, or allow the same to occur by their associated End Users. Further, Customers hereby agree that they will not knowingly use the Services in any manner which may infringe copyright or intellectual property rights or in any manner which is unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or in violation of the terms of this Agreement, or allow the same to occur by their associated End Users.

2.3. Except for the non-exclusive license(s) granted pursuant to Orders, Customers acknowledge and agree that all ownership, license, intellectual property and other rights and interests in and to the Services shall remain solely with Curo365 and Microsoft and its licensors own and retain all title and intellectual property rights to all Products.

¹ Capitalized terms not otherwise defined herein shall have the meaning set forth in Microsoft's customer and license agreements, which agreements can be found at the following URLs: <https://www.microsoft.com/licensing/docs/customeragreement> and <https://www.microsoft.com/licensing/terms/>. The foregoing customer and license agreements shall be collectively referred to herein collectively as the "**Microsoft EULAs**."



2.4. Curo365 reserves the right at any time, and from time to time, to modify or discontinue, temporarily or permanently, any feature associated with the Services, with or without notice, for so long as such does not materially impair a Customer's use of Services. Continued use of the Services following any modification constitutes a Customer's acceptance of the modification.

2.5. Curo365 reserves the right to temporarily suspend access to the Services for operational purposes, including, but not limited to, maintenance, repairs or installation of upgrades, and will endeavor to provide no less than two (2) business days' notice prior to any such suspension and to suspend access to the Services during non-business hours (in the United States). Such notice shall be provided to the Business Administrator(s) in advance by way of notification within the Services, email or other notification method deemed appropriate by Curo365. Further, Curo365 shall endeavor to confine planned operational suspensions with a best effort to minimize disruption to Customers, but reserves the ability to temporarily suspend operations without notice at any time to complete necessary repairs. In the event of a temporary suspension, Curo365 will use the same notification methods listed in this Section to provide updates as to the nature and duration of any temporary suspension.

2.6. Customers hereby grant to Curo365 a non-exclusive, royalty free right during a Customer's use of the Services, to use the Confidential Information for the sole purpose of performing Curo365' obligations under this Agreement in accordance with the terms of this Agreement.

2.7. Customers hereby acknowledge that Microsoft and/or Curo365 may provide preview, beta, or other pre-release features or services to obtain customer feedback ("**Previews**"). PREVIEWS, AND ANY TYPE OF SUPPORT FOR PREVIEWS (IF PROVIDED), ARE PROVIDED "AS-IS," "WITH ALL FAULTS," AND "AS AVAILABLE." At any time and without notice, Microsoft and/or Curo365 may change or discontinue Previews and choose not to make a Preview generally available. In addition to the foregoing, each Customer hereby acknowledges that Previews are subject to reduced or different security, compliance and privacy commitments. Previews are not meant for production use, especially to process data that is subject to heightened compliance requirements (e.g. personal data), and any use of "live" or production data is at a Customer's sole risk. Each Customer further acknowledges that data provided to Microsoft through a

Customer's use of Previews will be subject to compliance with the Microsoft EULAs.

3. ACCESS TO THE SERVICES.

3.1. The initial "*Business Administrator*" shall be the Originating End User with authority to administer the Products and Services and designate additional End Users and/or Business Administrators. Any Business Administrator shall be deemed to have the authority to manage the subscription and any End Users. The Business Administrator will provide notice to Curo365 of the need to deactivate an active End User if the Business Administrator wishes to terminate access to the Services for any End User. Business Administrators are responsible for all use of the Products and Services by End Users.

3.2. As between Curo365 and a Customer, any Customer Data remains the property of the Customer. Upon cancellation or termination of Products or Services, the Business Administrator(s) and/or Originating End User shall be solely responsible for the removal, migration, and/or other such activity related to the Customer Data. Each Customer hereby specifically acknowledges that upon cancellation or termination of Services all Customer Data shall be deleted as part of the termination process and the removal of Services and agrees that it and the Business Administrators are solely responsible for the retention of Customer Data prior to such cancellation or termination. The foregoing notwithstanding, upon request and at a Customer's sole cost and expense, Curo365 shall delay the deletion of Customer Data for a maximum of thirty (30) days following termination so that a Customer may export, migrate, backup, and/or otherwise remove the Customer Data from the Services.

4. CONFIDENTIALITY. Each party agrees to treat all Confidential Information as confidential and not to use or disclose such Confidential Information except as necessary to perform its obligations under this Agreement.

5. SECURITY AND ACCESS. Each Customer is responsible for protecting the security of usernames and passwords, or any other codes associated with the Products and Services, and for the accuracy and adequacy of personal information provided to the Products and Services. Each Customer shall implement policies and procedures to prevent unauthorized use of usernames and passwords, and will promptly notify Curo365 upon suspicion that a

username and password has been lost, stolen, compromised, or misused.

6. **LEGAL COMPLIANCE.** Curo365 maintains that its primary duty is to protect the Customer Data to the maximum extent the law allows. Curo365 reserves the right to provide the Confidential Information to third parties as required and permitted by law (such as in response to a subpoena or court order), and to cooperate with law enforcement authorities in the investigation of any criminal or civil matter. If Curo365 is required by law to make any disclosure of the Confidential Information that is prohibited or otherwise constrained by this Agreement, then Curo365 will provide a Customer with prompt written notice (to the extent permitted by law) prior to such disclosure so that a Customer may seek a protective order or other appropriate relief. Subject to the foregoing sentence, Curo365 may furnish that portion (and only that portion) of the Confidential Information that it is legally compelled or otherwise legally required to disclose.

7. PAYMENT, REFUNDS AND SUBSCRIPTION CHANGES.

7.1. Customers with subscriptions will provide Curo365 with a valid credit card for payment of the applicable subscription fees, which fees shall be described in an Order. All subscription fees are exclusive of all federal, state, municipal or other taxes, which Customers agree to pay based on where the Customer is primarily domiciled. If a Customer is required to deduct or withhold any taxes from such payments, then the sum payable shall be increased as necessary so that, after making all required deductions or withholdings, Curo365 receives an amount equal to the sum it would have received had no such deduction or withholding been made.

7.2. Customers with subscriptions will be charged upon the expiration of any applicable free trial period. Subscriptions canceled prior to the expiration of any trial period, will not be charged. Month-to-month subscriptions will thereafter be charged in advance each thirty (30) day period. Annual subscriptions will thereafter be charged annually on the anniversary date of the initial subscription charge (or Customers that have agreed to multi-year subscriptions pursuant to an Order shall be charged annually, or monthly, as indicated in such Order, pursuant to this Section 7.2). All charges are final and non-refundable, including payments made related to annual subscriptions.

7.3. No refunds or credits will be issued for partial periods of service, upgrade/downgrade refunds, or refunds for periods unused with an active subscription, including, but not limited to, instances involving the removal of a Customer for breach of this Agreement, an Order or an applicable Microsoft EULA.

7.4. The amount charged on the next billing cycle will be automatically updated to reflect any changes to the subscription, including upgrades or downgrades. Subscription changes, including downgrades, may result in loss of access to Customer Data, features, or an increase or reduction in the amount of available storage capacity provided by or associated with the Products or Services.

7.5. Microsoft controls pricing related to the Products and therefore all such prices are subject to change upon notice from Microsoft. To the extent Microsoft does not provide notice of such changes, Curo365 shall use commercially reasonable efforts to provide notice of pricing changes via an e-mail message to the Business Administrator, or in the form of an announcement on the Products or Services.

8. CANCELLATION AND TERMINATION

8.1. Business Administrators are solely responsible for canceling subscriptions, subject to the terms of the relevant Order, this Agreement and the Microsoft EULAs.

8.2. Curo365 in its sole discretion has the right to suspend or discontinue providing the Services to any Customer without notice for actions that are in material violation of this Agreement, an Order or the Microsoft EULAs. If (i) Curo365 provides a Customer with commercially reasonable notice of a violation; (ii) Curo365 uses commercially reasonable efforts to discuss and resolve the violation with the Customer; and (iii) despite the foregoing, the violation is not resolved to Curo365's reasonable satisfaction within thirty (30) days of such notice, then Curo365 reserves the right to suspend access to the Products and Services.

8.3. Customers hereby acknowledge that the Services are integrated with and/or dependent upon various Products, all of which licenses to Products may be retained by a Customer following the termination of an Order (in Customer's sole discretion). However, upon termination of an Order, all Services related to such Order shall be removed from Products and/or restricted so that a Customer is unable to access the Services.



Specifically, all Services shall be removed from a Customer's Microsoft Dynamics 365™ "Tenant."

9. **LIMITATION OF LIABILITY.** Customers hereby specifically acknowledge that access to technology via Services shall be accomplished solely through a Customer's licensing and utilization of Products, which are third-party technologies related to which all Services are rendered, and Curo365's role in that regard is simply as a reseller of the Products. Based upon the foregoing, Customers hereby agree that Curo365 may not be held liable for any claim that results from a Customer's use of Products. CUSTOMERS HEREBY FURTHER AGREE THAT CURO365 IS NOT AND WILL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING WITHOUT LIMITATION, ATTORNEY FEES) RELATING TO THIS AGREEMENT OR AN ORDER. THESE DISCLAIMERS APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, WHETHER THOSE DAMAGES ARE FORESEEABLE AND WHETHER CURO365 HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF DAMAGES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY CURO365 TO CUSTOMERS AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE FROM AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT. Customers will solely be responsible for any damage and/or loss of Customer Data contained in a Customer's technology which occurs as a result of a Customer's electronic equipment and/or a Customer's computer system.

10. **DISCLAIMER OF WARRANTIES.** CURO365 HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO SERVICES.

11. INDEMNIFICATION

11.1. Customers hereby agree to indemnify and hold harmless Curo365 from and against any claim, action, proceeding, loss, liability, judgment, obligation, penalty, damage, cost or expense, including attorney fees, which arise from or relate to an End User's: (a) breach of any obligation stated in this Agreement or a

Microsoft EULA; and (b) negligent acts or omissions. Customers will undertake, at a Customer's own cost, the defense of any claim, suit or proceeding with counsel reasonably acceptable to Curo365. Curo365 reserves the right to participate in the defense of the claim, suit, or proceeding, at Curo365' expense, with counsel of Curo365's choosing.

11.2. Curo365 shall defend, indemnify and hold Customers harmless against any loss, damage or costs (including reasonable attorney fees) in connection with claims, demands, suits, or proceedings ("**Claims**") made or brought against a Customer by a third party alleging that a Service, or use of a Service as contemplated hereunder, infringes a copyright, a U.S. patent issued as of the date of final execution of this Agreement, or a trademark of a third party or involves the misappropriation of any trade secret of a third party; provided, however, that the Customer (a) promptly gives written notice of the Claim to Curo365; (b) gives Curo365 sole control of the defense and settlement of the Claim; and (c) provides to Curo365 all reasonable assistance. Curo365 shall not be required to indemnify a Customer in the event of: (x) modification of the Services by a Customer in conflict with a Customer's obligations or as a result of any prohibited activity as set forth herein to the extent that the infringement or misappropriation would not have occurred but for such modification; (y) use of the Services in combination with any other product or service not provided by Curo365 to the extent that the infringement or misappropriation would not have occurred but for such use; or (z) use of the Services in a manner not otherwise contemplated by this Agreement to the extent that the infringement or misappropriation would not have occurred but for such use.

12. MISCELLANEOUS.

12.1. Curo365 may provide the ability to integrate the Products and Services with third-party products and services that a Customer may use at its option and risk. Access to and use of any third-party products and services are subject to the separate terms and conditions required by the providers of the third-party products and services. Customers hereby agree that Curo365 has no liability arising from a Customer's use of any integrations or arising from the third-party products and services.

12.2. Customers acknowledge the risk that Customer Data stored and transmitted electronically may be intercepted by third parties. Customers hereby



agree to accept that risk and will not hold Curo365 liable for any loss, damage, or injury resulting from the interception of information.

12.3. The failure of either party to enforce any provision hereof shall not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time.

12.4. This Agreement, the Order(s) associated with it, and the Microsoft EULAs, constitute the entire agreement between Customers and Curo365 and govern Customer's and End Users' use of the Products and Services, superseding any prior agreements between Customers and/or End Users and Curo365 (including, but not limited to, any prior versions of this Agreement).

12.5. Curo365 reserves the right to amend this Agreement for so long as such amendment does not materially diminish a Customer's rights related to Products or Services or modify its obligations related to the same. In the event of changes to this Agreement, Curo365 will notify Customers, by email, or by other reasonable means of these changes prior to their enactment. Continued use of the Services and/or Products by a Customer after reasonable notice will be considered acceptance of any new terms.

12.6. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (which consent shall not be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety without consent of the other party in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets provided the assignee has agreed to be bound by all of the terms of this Agreement. Any attempt by a party to assign its rights or obligations under this Agreement in breach of this Section shall be void and of no effect.

12.7. This Agreement and a Customer's relationship with Curo365 shall be governed exclusively by, and will be enforced, construed, and interpreted exclusively in accordance with, the laws applicable in the State of Utah, and shall be considered to have been made and accepted in Utah without regard to its conflict of law provisions. All disputes under this Agreement will be resolved by the courts of Utah located in Salt Lake City, and Customers hereby consent to the jurisdiction of and venue in such courts and waives any objection as to inconvenient forum.

12.8. Customers represent and warrant that: (i) they have all necessary power and authority to enter into this Agreement; (ii) upon the execution of an Order, this Agreement shall be construed as being duly and validly authorized by all necessary actions (corporate or otherwise) on the part of a Customer and no other proceedings on the part of the Customer are necessary to authorize the effectiveness of this Agreement; (iii) this Agreement constitutes a legal, valid and binding agreement of a Customer enforceable in accordance with its terms against a Customer, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or other similar laws relating to creditors' rights generally and by general principles of equity.