Master Services Agreement

This Master Services Agreement ("**Agreement**") is between First AML and the customer identified in the Order ("**Customer**"), and is effective as of the Commencement Date. This Agreement allows Customer to purchase access to the Services under one or more Orders. Certain capitalised terms are defined in Section 22 (Definitions and Interpretation) and others are defined contextually in this Agreement.

1.   Overview. First AML provides a unique Service that helps Customer manage its client onboarding and "know-your-customer" obligations.

2.   The Service.

2.1.   Permitted Use. During the Subscription Term, Customer may access and use the Service only for its internal business purposes in accordance with the Documentation and this Agreement, including any usage limits in an Order or SOW.

2.2.   Users. Only Users may access or use the Service. Each User must keep its login credentials confidential and not share them with anyone else. Customer is responsible for its Users' compliance with this Agreement and actions taken through their accounts (excluding misuse of accounts caused by First AML's breach of this Agreement). Customer will promptly notify First AML if it becomes aware of any compromise of its User login credentials.

2.3.   Restrictions. Customer will not (and will not permit anyone else to) do any of the following: (a) provide access to, distribute, sell or sublicense the Service to a third party, (b) use the Service on behalf of, or to provide any product or service to, third parties, (c) use the Service to develop a similar or competing product or service, (d) reverse engineer, decompile, disassemble or seek to access the source code or non-public APIs to the Service, except to the extent expressly permitted by Law (and then only with prior notice to First AML), (e) modify or create derivative works of the Service or copy any element of the Service (other than authorised copies of the Software), (f) remove or obscure any proprietary notices in the Service, (g) publish benchmarks or performance information about the Service, (h) interfere with the Service's operation, circumvent its access restrictions or conduct any security or vulnerability test of the Service, (i) transmit any viruses, illegal content or other harmful materials to the Service or (j) use the Service for or in connection with any unlawful, infringing, deceptive or offensive activities or products.

3.   SLA and Support. During the Subscription Term, the Service will be subject to any SLA and First AML will provide Support in accordance with the Support Policy.

4.   Customer Data.

4.1.   Data Use. Customer grants First AML the non-exclusive, worldwide right to use, copy, store, transmit, publicly perform and display, modify and create derivative works of Customer Data, but only as necessary to provide the Service, Support and any Technical Services to Customer under this Agreement.

4.2.   Security. First AML uses reasonable technical and organisational measures designed to protect the Service and Customer Data as described in the Security Policy.

4.3.   Personal Data. If Customer's use of the Service requires First AML to process personal data falling within the scope of the European General Data Protection Regulation 2016/679 or the UK Data Protection Act 2018, then each party agrees to comply with the DPA.

4.4.   Data Export. During the Subscription Term, Customer may export its Customer Data from the Service using the export features described in the Documentation. After this export period, First AML may delete Customer Data in accordance with its standard schedule and procedures.

5.   Customer Obligations.

5.1.   Generally. Customer is responsible for its Customer Data, including its content and accuracy, and agrees to comply with Laws and the AUP in using the Service. Customer represents and warrants that it has made all disclosures and has all rights, consents and permissions necessary to use its Customer Data with the Service and grants First AML the rights in Section 4.1 (Data Use), all without violating or infringing Laws, third-party rights (including intellectual property, publicity or privacy rights) or any terms or privacy policies that apply to the Customer Data.

5.2.   Prohibited Uses. Customer must not use the Service with Prohibited Data, for High Risk Activities or in Prohibited Territories. Customer acknowledges that the Service is not intended to meet any legal obligations for these uses. Notwithstanding anything else in this Agreement, First AML has no liability for Prohibited Data or use of the Service for High Risk Activities or in Prohibited Territories. For clarity, the foregoing does not prohibit Customer from separately using Prohibited Data with Third-Party Platforms.

6.   Suspension of Service. First AML may suspend Customer's access to the Service and related services and disable integrations with Third-Party Platforms if Customer breaches Section 2.3 (Restrictions) or Section 5 (Customer Obligations), if Customer's account is 30 days or more overdue, if Customer fails to comply with any usage limits in an Order (e.g. on storage, bandwidth

usage, number of users, transactions, support tickets, page views or API calls), or if Customer's actions (including use that requires disproportionate resources to deliver) risk harm to other customers or the security, availability or integrity of the Service. Where practicable, First AML will use reasonable efforts to provide Customer with prior notice of the suspension. Once Customer resolves the issue requiring suspension, First AML will promptly restore Customer's access to the Service in accordance with this Agreement.

7.   Third-Party Platforms. Customer may choose to use the Service with Third-Party Platforms. Use of Third-Party Platforms is subject to Customer's agreement with the relevant provider and not this Agreement. First AML does not control and has no liability for Third-Party Platforms, including their security, functionality, operation, availability or interoperability or how the Third-Party Platforms or their providers use Customer Data. If Customer enables a Third-Party Platform with the Service, First AML may access and exchange Customer Data with the Third-Party Platform on Customer's behalf. Where, at Customer's request, First AML charges Customer for the services of a Third-Party Platform directly, such charges will be as agreed between Customer and First AML.

8.   Technical Services. Any purchased Technical Services are as described in the relevant Order or SOW. Customer will give First AML timely access to Customer Materials reasonably needed for the Technical Services, and if Customer fails to do so, First AML's obligation to provide Technical Services will be excused until access is provided. First AML will use Customer Materials only for purposes of providing Technical Services. Any Technical Services deliverables will relate to the configuration or use of the Service. Customer may use the deliverables only as part of its authorised use of the Service, subject to the same terms as for the Service in Section 2 (The Service) and Section 5 (Customer Obligations).

9.   Commercial Terms.

9.1.   Subscription Term. Each Subscription Term will renew for successive 12-month periods unless either party gives the other party notice of non-renewal at least 30 days before the current Subscription Term ends.

9.2.   Fees. Fees are as described in each Order and SOW. Fees are invoiced in accordance with the schedule in the Order or SOW. Unless the Order or SOW provides otherwise, all fees are due within 30 days of the invoice date. Fees for renewal Subscription Terms, unless otherwise agreed in an Order or SOW, are at First AML's then-current rates, regardless of any discounted pricing in a prior Order. Late payments are subject to a service charge of 1.5% per month or the maximum amount allowed by Law, whichever is less. All fees are non-refundable except as set out in Section 10.2 (Warranty Remedy), Section 15.4 (Mitigation and Exceptions) and the SLA.

9.3.   Taxes. Customer is responsible for any sales, use, GST, value-added, withholding or similar taxes or levies that apply to its Orders, whether domestic or foreign ("**Taxes**"), other than First AML's income tax. Unless the Order or SOW provides otherwise, all Fees and expenses are exclusive of Taxes. Customer will indemnify and hold harmless First AML against any claims by any tax authority for any underpayment of any Taxes, including any penalties and interest. If Customer is required to withhold or deduct Taxes from the fees, Customer will pay First AML such additional amounts as are necessary to ensure receipt of the full amount which would have been received but for the deduction.

9.4.   Bank Fees. If Customer is located outside of New Zealand, Australia, or the United Kingdom, payment of fees could incur additional bank fees at the discretion of Customer's bank. Bank fees may be charged for currency conversion and international settlement, and Customer may be subject to such additional fees even if Customer is being charged by First AML in Customer's local currency. First AML is not liable for any additional bank transaction fees that may be charged.

9.5.   Affiliate Orders. An Affiliate of Customer may enter its own Order(s) and SOW(s) as mutually agreed with First AML. This creates a separate agreement between the Affiliate and First AML incorporating this Agreement with the Affiliate treated as "Customer". Neither Customer nor any Customer Affiliate has any rights under each other's agreement with First AML, and breach or termination of any such agreement is not breach or termination under any other.

10.   Warranties and Disclaimers.

10.1.   Limited Warranty. First AML warrants to Customer that:

(a)   the Service will perform materially as described in the Documentation and First AML will not materially decrease the overall functionality of the Service during a Subscription Term (the "**Performance Warranty**") and

(b)   First AML will perform any Technical Services in a professional and workmanlike manner (the "**Technical Services Warranty**").

10.2.   Warranty Remedy. If First AML breaches Section 10.1 (Limited Warranty) and Customer makes a reasonably detailed warranty claim within 30 days of discovering the issue, then First AML will use reasonable efforts to correct the non-conformity. If First AML cannot do so within 30 days of Customer's warranty claim, either party may terminate the affected Order or SOW as relates to the non-conforming Service or Technical Services. First AML will then refund to Customer any pre-paid, unused fees for the terminated portion of the Subscription Term (for the Performance Warranty) or for the non-conforming Technical Services (for the Technical Services Warranty). These procedures are Customer's exclusive remedy and First AML's entire liability for breach of the warranties in Section 10.1. These warranties do not apply to (a) issues caused by misuse or unauthorised modifications, (b) issues in or caused by Third-Party Platforms or other third-party systems or (c) Trials and Betas or other free or evaluation use.

10.3.   Disclaimers. Except as expressly provided in Section 10.1 (Limited Warranty), the Service, Support, Technical Services and all related First AML services are provided "AS IS". First AML and its suppliers make no other warranties, whether express, implied, statutory or

otherwise, including warranties of merchantability, fitness for a particular purpose, title or noninfringement. Without limiting its express obligations in Section 3 (SLA and Support), First AML does not warrant that Customer's use of the Service will be uninterrupted or error-free, that First AML will review Customer Data for accuracy or that it will maintain Customer Data without loss. First AML is not liable for delays, failures or problems inherent in use of the Internet and electronic communications or other systems outside First AML's control. First AML does not warrant that Customer's use of the Service allows Customer to meet any legal obligations it may have regarding the retention or storage location of verification, accounting, taxation or transaction records. Customer may have other statutory rights, but any statutorily required warranties will be limited to the shortest legally permitted period.

11. Term and Termination.

11.1. Term. This Agreement starts on the Commencement Date and continues until expiration or termination of all Subscription Terms.

11.2. Termination. Either party may terminate this Agreement (including all Orders and SOWs) if the other party (a) fails to cure a material breach of this Agreement (including a failure to pay fees) within 30 days after written notice, (b) ceases operation without a successor or (c) seeks protection under a bankruptcy, receivership, trust deed, creditors' arrangement, composition or comparable proceeding, or if such a proceeding is instituted against that party and not dismissed within 60 days.

11.3. Effect of Termination. Upon expiration or termination of this Agreement or an Order or SOW, Customer's access to the Service and Technical Services will cease. At the disclosing party's request upon expiration or termination of this Agreement, the receiving party will delete all of the disclosing party's Confidential Information (excluding Customer Data, which is addressed in Section 4.4). Customer Data and other Confidential Information may be retained in the receiving party's standard backups after deletion but will remain subject to this Agreement's confidentiality restrictions.

11.4. Survival. These Sections survive expiration or termination of this Agreement: 2.3 (Restrictions), 4.4 (Data Export), 5 (Customer Obligations), 9.2 (Fees), 9.3 (Taxes), 9.4 (Bank Fees), 10.3 (Disclaimers), 11.3 (Effect of Termination), 11.4 (Survival), 12 (Ownership), 13 (Usage and Aggregated Data), 14 (Limitations of Liability), 15 (Indemnification), 16 (Confidentiality), 20 (General Terms) and 22 (Definitions). Except where an exclusive remedy is provided, exercising a remedy under this Agreement, including termination, does not limit other remedies a party may have.

12. Ownership. Neither party grants the other any rights or licenses not expressly set out in this Agreement. Except for First AML's use rights in this Agreement, between the parties Customer retains all intellectual property and other rights in Customer Data and Customer Materials provided to First AML. Except for Customer's use rights in this Agreement, First AML and its licensors retain all intellectual property and other rights in the Service, any Technical Services deliverables and related First AML technology, templates, formats and dashboards, including any modifications or improvements to these items made by First AML. If Customer provides First AML with feedback or suggestions regarding the Service or other First AML offerings, First AML may use the feedback or suggestions without restriction or obligation.

13. Usage and Aggregated Data. First AML may collect logs, utilisation statistics and other technical data regarding Customer's use of the Service, and use it to operate, improve and support the Service. First AML may also aggregate such data and/or Customer Data with other data in a form that is non-personally identifiable and use it for analytics, improvements, benchmarking and other lawful business practices.

14. Limitations of Liability.

14.1. Consequential Damages Waiver. Except for Excluded Claims or Special Claims, neither party (nor its suppliers) will have any liability arising out of or related to this Agreement for any loss of use, lost data, lost profits, failure of security mechanisms, interruption of business or any indirect, special, incidental, reliance or consequential damages of any kind, even if informed of their possibility in advance.

14.2. Liability Cap. Except for Excluded Claims or Special Claims, each party's (and its suppliers') entire liability arising out of or related to this Agreement will not exceed in aggregate the amounts paid or payable by Customer to First AML during the prior 12 months under this Agreement ("General Liability Cap"). For any and all Special Claims, First AML's aggregate liability will not exceed two times (2x) the General Liability Cap.

14.3. Excluded Claims and Special Claims. "**Excluded Claims**" means: (a) Customer's breach of Sections 2.3 (Restrictions) or 5 (Customer Obligations), (b) either party's breach of Section 16 (Confidentiality) (but excluding claims relating to Customer Data) or (c) amounts payable to third parties under the indemnifying party's obligations in Section 15 (Indemnification). "**Special Claims**" means any unauthorised disclosure of Customer Data caused by a breach by First AML of its obligations under Section 4.2 (Security).

14.4. Nature of Claims and Failure of Essential Purpose. The waivers and limitations in this Section 14 apply regardless of the form of action, whether in contract, tort (including negligence), strict liability or otherwise and will survive and apply even if any limited remedy in this Agreement fails of its essential purpose.

15.   Indemnification.

15.1.   <u>Indemnification by First AML</u>. First AML will defend Customer from and against any third-party claim to the extent alleging that the Service, when used by Customer as authorised in this Agreement, infringes a third party's patent, copyright, trademark or trade secret, and will indemnify and hold harmless Customer against any damages or costs awarded against Customer (including reasonable attorneys' fees) or agreed in settlement by First AML resulting from the claim.

15.2.   <u>Indemnification by Customer</u>. Customer will defend First AML from and against any third-party claim to the extent resulting from Customer Data, Customer Materials or Customer's breach or alleged breach of Section 5 (Customer Obligations), and will indemnify and hold harmless First AML against any damages or costs awarded against First AML (including reasonable attorneys' fees) or agreed in settlement by Customer resulting from the claim.

15.3.   <u>Procedures</u>. The indemnifying party's obligations in this Section 15 are subject to receiving (a) prompt written notice of the claim, (b) the exclusive right to control and direct the investigation, defense and settlement of the claim and (c) all reasonably necessary cooperation of the indemnified party, at the indemnifying party's expense for reasonable out-of-pocket costs. The indemnifying party may not settle any claim without the indemnified party's prior written consent if settlement would require the indemnified party to admit fault or take or refrain from taking any action (other than relating to use of the Service, when First AML is the indemnifying party). The indemnified party may participate in a claim with its own counsel at its own expense.

15.4.   <u>Mitigation and Exceptions</u>. In response to an actual or potential infringement claim, if required by settlement or injunction or as First AML determines necessary to avoid material liability, First AML may at its option: (a) procure rights for Customer's continued use of the Service, (b) replace or modify the alleged infringing portion of the Service to avoid infringement without reducing the Service's overall functionality or (c) terminate the affected Order and refund to Customer any pre-paid, unused fees for the terminated portion of the Subscription Term. First AML's obligations in this Section 15 do not apply (1) to infringement resulting from Customer's modification of the Service, (2) to infringement resulting from use of the Service in combination with items not provided by First AML (including Third-Party Platforms and any integrations thereto), (3) to infringement resulting from Software other than the most recent release, (4) to unauthorised use of the Service, (5) if Customer settles or makes any admissions about a claim without First AML's prior written consent, (6) to Trials and Betas or other free or evaluation use or (7) to the extent the alleged infringement is not caused by the particular technology or implementation of the Service but instead by features common to any similar service. This Section 15 sets out Customer's exclusive remedy and First AML's entire liability regarding infringement of third-party intellectual property rights.

16.   Confidentiality.

16.1.   <u>Definition</u>. "**Confidential Information**" means information disclosed under this Agreement that is designated by the disclosing party as proprietary or confidential or that should be reasonably understood to be proprietary or confidential due to its nature and the circumstances of its disclosure. First AML's Confidential Information includes the terms and conditions of this Agreement and any technical or performance information about the Service. Customer's Confidential Information includes Customer Data.

16.2.   <u>Obligations</u>. As receiving party, each party will (a) hold in confidence and not disclose Confidential Information to third parties except as permitted in this Agreement, including Section 4.1 (Data Use), and (b) only use Confidential Information to fulfil its obligations and exercise its rights in this Agreement. The receiving party may disclose Confidential Information to its employees, agents, contractors and other representatives having a legitimate need to know (including, for First AML, the subcontractors referenced in Section 21.9), provided it remains responsible for their compliance with this Section 16 and they are bound to confidentiality obligations no less protective than this Section 16.

16.3.   <u>Exclusions</u>. These confidentiality obligations do not apply to information that the receiving party can document (a) is or becomes public knowledge through no fault of the receiving party, (b) it rightfully knew or possessed prior to receipt under this Agreement, (c) it rightfully received from a third party without breach of confidentiality obligations or (d) it independently developed without using the disclosing party's Confidential Information.

16.4.   <u>Remedies</u>. Unauthorised use or disclosure of Confidential Information may cause substantial harm for which damages alone are an insufficient remedy. Each party may seek appropriate equitable relief, in addition to other available remedies, for breach or threatened breach of this Section 16.

17.   Trials and Betas. If Customer receives access to the Service or Service features on a free or trial basis or as an alpha, beta or early access offering ("**Trials and Betas**"), use is permitted only for Customer's internal evaluation during the period designated by First AML (or if not designated, 30 days). Trials and Betas are optional and either party may cease Trials and Betas at any time for any reason. Trials and Betas may be inoperable, incomplete or include features that First AML may never release, and their features and performance information are First AML's Confidential Information. Notwithstanding anything else in this Agreement, First AML provides no warranty, indemnity, SLA or support for Trials and Betas.

18.   Publicity. Neither party may publicly announce this Agreement except with the other party's prior written consent or as required by Laws. However, Customer agrees to provide First AML with a testimonial upon request and First AML may include such testimonial and Customer's name and its trademarks in

First AML's customer lists and promotional materials, but will cease this use at Customer's written request.

19.   Required Disclosures. Either party may disclose data of or regarding the other party, including Customer Data and other Confidential Information, if required by Law, subpoena or court order, provided (if permitted by Law) it notifies the other party in advance and cooperates in any effort to obtain confidential treatment.

20.   Modifications to Agreement. First AML may modify this Agreement (which may include changes to Service pricing and plans) from time to time by giving notice to Customer by email or through the Service. Unless a shorter period is specified by First AML (e.g. due to changes in the law or exigent circumstances), the modifications become effective thirty (30) days after such notice. If within the notice period Customer notifies First AML in writing of its objection to the modifications, First AML (at its option and as Customer's exclusive remedy) will either: (a) permit Customer to continue under the existing version of this Agreement until expiration of the then-current Subscription Term (after which time the modified Agreement will go into effect) or (b) allow Customer to terminate this Agreement and receive a refund of any prepaid Service fees allocable to the terminated portion of the applicable Subscription Term. Customer may be required to click to accept or otherwise agree to the modified Agreement in order to continue using the Service, and, in any event, continued use of the Service after the updated version of this Agreement goes into effect will constitute Customer's acceptance of such updated version.

21.   General Terms.

21.1.   Assignment. Neither party may assign this Agreement without the prior written consent of the other party, except that either party may assign this Agreement in connection with a merger, reorganisation, acquisition or other transfer of all or substantially all its assets or voting securities. Any non-permitted assignment is void. This Agreement will bind and inure to the benefit of each party's permitted successors and assigns.

21.2.   Governing Law, Jurisdiction and Venue. This Agreement is governed by the laws of the jurisdiction set out in the Order without regard to conflicts of laws provisions and without regard to the United Nations Convention on the International Sale of Goods. The jurisdiction and venue for actions related to this Agreement will be the courts located in the jurisdiction set out in the Order and both parties submit to the personal jurisdiction of those courts.

21.3.   Notices. Except as set out in this Agreement, notices under this Agreement must be sent to the address set out in an Order or SOW. Either party may update its address with notice to the other party. First AML may also send operational notices to Customer through the Service.

21.4.   Dispute Resolution. The parties intend to amicably resolve any Disputes. Except where this Agreement otherwise provides for a specific remedy, prior to commencing legal action in relation to a Dispute, the parties will first attempt to resolve the Dispute in accordance with the following: (a) promptly after either party's notification of a Dispute, the parties' designated employees ("**Relationship Managers**") will attempt to resolve the Dispute in good faith, (b) if the Relationship Managers are unable to resolve the Dispute within 15 days after the notice, then the Dispute will be escalated to the senior executives having responsibility over the parties' relationship ("**Senior Executives**") for resolution for at least another 15 days. Each party may change its Relationship Manager or Senior Executive from time-to-time and will inform the other party of such a change. Notwithstanding the foregoing, this Section shall not be construed to prevent a party from seeking injunctive relief to prevent irreparable harm or limit the exercise of suspension or termination rights hereunder.

21.5.   Entire Agreement. This Agreement (which includes all Orders, SOWs, the Policies and the DPA (if applicable pursuant to Section 4.3 (Personal Data)) is the parties' entire agreement regarding its subject matter and supersedes any prior or contemporaneous agreements regarding its subject matter. In this Agreement, headings are for convenience only and "including" and similar terms are to be construed without limitation. This Agreement may be executed in counterparts (including electronic copies and PDFs), each of which is deemed an original and which together form one and the same agreement.

21.6.   Amendments. Except as otherwise provided herein, any amendments, modifications or supplements to this Agreement must be in writing and signed by each party's authorised representatives or, as appropriate, agreed through electronic means provided by First AML. Nonetheless, with notice to Customer, First AML may modify the Policies to reflect new features or changing practices, but the modifications will not materially decrease First AML's overall obligations during a Subscription Term. The terms in any Customer purchase order or business form will not amend or modify this Agreement and are expressly rejected by First AML; any of these Customer documents are for administrative purposes only and have no legal effect.

21.7.   Waivers and Severability. Waivers must be signed by the waiving party's authorised representative and cannot be implied from conduct. If any provision of this Agreement is held invalid, illegal or unenforceable, it will be limited to the minimum extent necessary so the rest of this Agreement remains in effect.

21.8.   Force Majeure. Neither party is liable for any delay or failure to perform any obligation under this Agreement (except for a failure to pay fees) due to events beyond its reasonable control, such as a strike, blockade, war, act of terrorism, riot, Internet or utility failures, refusal of government license or natural disaster.

21.9.   Subcontractors. First AML may use subcontractors and permit them to exercise First AML's rights, but First AML remains responsible for their compliance with this Agreement and for its overall performance under this Agreement.

21.10.   Independent Contractors. The parties are

independent contractors, not agents, partners or joint venturers.

21.11. <u>Export</u>. Customer agrees to comply with all relevant export and import Laws in using the Service. Customer (a) represents and warrants that it is not listed on any government list of prohibited or restricted parties or located in (or a national of) a country that is subject to a government embargo or that has been designated by a government as a "terrorist supporting" country, and (b) agrees not to access or use the Service in violation of any export embargo, prohibition or restriction..

21.12. <u>Open Source</u>. The Software may incorporate third-party open source software ("**OSS**"), as listed in the Software, Documentation or by First AML upon request. To the extent required by the OSS license, that license will apply to the OSS on a stand-alone basis instead of this Agreement.

22.   Definitions.

"**Affiliate**" means an entity directly or indirectly owned, is controlled by or under common control with a party, where "ownership" means the beneficial ownership of fifty percent (50%) or more of an entity's voting equity securities or other equivalent voting interests and "control" means the power to direct the management or affairs of an entity. For clarity, a franchisor-franchisee relationship with an entity does not constitute "control".

"**AUP**" means the First AML Acceptable Use Policy, the current version of which (if any) is available here;

"**Commencement Date**" means the earlier of:

- the date indicated as such in an Order or, if no date has been indicated, 20 days from the date of signing; or
- the date on which you commence use of the Service.

"**Customer Data**" means any data, content or materials that Customer (including its Users) submits to the Service, including from Third-Party Platforms.

"**Customer Materials**" means materials, systems and other resources that Customer provides to First AML in connection with Technical Services.

"**Dispute**" means a dispute, claim or issue arising between the parties under this Agreement.

"**Documentation**" means First AML's usage guidelines and standard technical documentation for the Service.

"**DPA**" means the Data Protection Addendum between the parties, available here.

"**High Risk Activities**" means activities where use or failure of the Service could lead to death, personal injury or environmental damage, including life support systems, emergency services, nuclear facilities, autonomous vehicles or air traffic control.

"**Laws**" means all relevant local, state, federal and international laws, regulations and conventions, including those related to data privacy and data transfer, international communications and export of technical or personal data.

"**Order**" means an order for access to the Service, Support, Technical Services or related services that is executed by Customer and references this Agreement.

"**Privacy Policy**" means the First AML Privacy Policy, the current version of which is available here.

"**Policies**" means the AUP, Security Policy, Privacy Policy, Support Policy and SLA.

"**Prohibited Data**" means any (a) patient, medical or other protected health information regulated by the Health Insurance Portability and Accountability Act (as amended and supplemented), (b) credit, debit or other payment card data subject to the Payment Card Industry Data Security Standards (PCI DSS), (c) any data similar to the above protected under foreign or domestic Laws.

"**Prohibited Territories**" means the geographic areas where use of the Service violates any Laws, such as related to language requirements or the non-compliant processing of personal information.

"**Security Policy**" means the First AML Security Policy, the current version of which is available here.

"**Service**" means First AML's proprietary cloud service, as identified in the relevant Order and as modified from time to time. The Service includes the Software and Documentation but does not include Technical Services deliverables or Third-Party Platforms.

"**SLA**" means the First AML Service Level Agreement, the current version of which (if any) is available here.

"**Software**" means any First AML software, code or applications provided to Customer by First AML for use with the Service.

"**SOW**" means a statement of work referencing this Agreement and executed by both parties describing the Technical Services to be performed, fees and any applicable milestones, dependencies and other technical specifications or related information.

"**Subscription Term**" means the term for Customer's use of the Service as identified in an Order.

"**Support**" means support for the Service as described in the Support Policy. Customer's Support level will be identified in its Order.

"**Support Policy**" means the First AML Support Policy, the current version of which (if any) is available here.

"**Technical Services**" means any training, enablement or other technical services provided by First AML related to the Service, as identified in an Order or SOW.

"**Third-Party Platform**" means any platform, add-on, service or product not provided by First AML that Customer elects to integrate or enable for use with the Service.

"**User**" means any employee or contractor of Customer or its Affiliates that Customer allows to use the Service on its behalf.