

TRIAL OFFER LICENSE AGREEMENT

This License Agreement is entered into between CRM Software, LLC ("**Junxure**") and the entity identified in the [30 Day free Trial Order Document] ("Order Document") into which this Agreement is incorporated ("**Customer**"). The effective date of this Agreement is date at which the Order Document is signed by both parties ("**Effective Date**").

1. PURPOSE AND SCOPE

1.1 Agreement. This Agreement establishes the general terms and conditions to which the parties have agreed in order to facilitate the licensing of software, content, other products and/or the provision of services. Additional product or service-specific terms and conditions may be set forth in one or more Schedules (as further defined in section 1.2 herein).

All references to the "**Agreement**" shall mean this document, exclusive of Schedules. All references to the "**Agreement**" wherever found shall include this Agreement, and all Schedules, and attachments, if any, incorporated in the Schedules.

1.2 Incorporation of Schedules. This Agreement shall fully incorporate by reference the terms and conditions found in each of the following Schedules listed below.

Schedule F – Data Protection Schedule

1.3. Incorporation of Order Documents.

"**Order Document**" means the document(s), regardless of its actual name, executed by the parties which incorporates by reference the term of this Agreement and applicable Schedules, and describes Customer's order-specific information, such as description of Software or Services ordered, license scope, use and restrictions, fees, milestones, and/or Third Party End User License Agreement ("EULAs") if any.

At any time after execution of the initial Order Document, Customer may purchase additional Software licenses or Services or otherwise expand the scope of such license or Services granted under an Order Document, upon Junxure's receipt and acceptance of a new Order Document specifying the foregoing.

1.4 Incorporation of EULAs. Customer's use of any Third Party Software licensed hereunder or incorporated in the SaaS Services shall be subject to, and Customer shall comply with, the Agreement and any EULAs (if applicable). To the extent any terms and conditions of this Agreement or a Schedule conflict with the terms and conditions of an EULA, the terms and conditions of the EULA shall control.

2. DEFINITIONS

"**Certified Operating Environment**" or "**COE**" means hardware, operating system, middleware, database products and other software on which Junxure indicates the Software will operate.

"**Customer**" means the entity that has entered into this Agreement with Junxure.

"**Customer Data**" means any data and information that Customer provides, generates, transfers or makes available to Junxure under the Agreement, whether printed, electronic, or in some other format, and Customer Data shall include data and information belonging to Customer's clients.

"**Confidential Information**" is defined in Section 4.

"**Content**" means any information, data, text, software, music, sound, photographs, graphics, video messages or other material to which Customer is provided access through Junxure.

"**Customizations**" means, whether such Customizations are performed by Junxure, Customer or a third party (i) configurations implemented through use of the Junxure application toolkit or other Junxure approved industry standard toolkit, and not through source code change, or (ii) modifications to standard software or services, reports or functionality. Examples of such Customizations include configurations to or modifications of PowerTools, or downloads of action sequences or 3rd-party workflows, or custom queries to Junxure's website.

"**Documentation**" means the user instructions, release notes, manuals and on-line help files in the form generally made available by Junxure, regarding

the use of the applicable Software.

"**Error**" means a material failure of the Software to conform to its functional specifications described in the Documentation that is reported by Customer to and replicable by Junxure.

"**Force Majeure Events**": is defined in section 10.1.

"**Implementation Services**" means the configuration, branding, data import, and training services, if any, Junxure shall provide during the implementation phase of Junxure Software.

"**Intellectual Property**" means any and all intellectual property rights, recognized in any country or jurisdiction in the world, now or hereafter existing, and whether or not perfected, filed or recorded, including without limitation inventions, technology, patents rights (including patent applications and disclosures), copyrights, trade secrets, trademarks, service marks, trade dress, methodologies, procedures, processes, know-how, tools, utilities, techniques, various concepts, ideas, methods, models, templates, software, source code, algorithms, the generalized features of the structure, sequence and organization of software, user interfaces and screen designs, general purpose consulting and software tools, utilities and routines, and logic, coherence and methods of operation of systems, training methodology and materials, which Junxure has created, acquired or otherwise has rights in, and may, in connection with the performance of Services hereunder, create, employ, provide, modify, acquire or otherwise obtain rights in. Junxure Intellectual Property excludes Customer Data.

"**License Metrics**" means the limitation on the usage of each of the Software and Technical Support services as designated and/or defined in the applicable Order Document by a term such as concurrent users, named users, number of submissions and the like.

"**Junxure Software**" means each Junxure-developed and/or Junxure-owned software product in machine readable object code (not source code), the Documentation for such product, and any Updates and Upgrades (if purchased by Customer) thereto.

"**Order Document**" is defined in section 1.3.

"**Professional Services**" means data conversion, data migration, implementation, site planning, configuration, integration and deployment of the Software or SaaS Services, training, project management and other consulting services.

"**SaaS Services**" means the provision of the Software and/or Content as a service which is hosted by Junxure or its hosting providers and which is accessed by Customer via the internet, as more fully described in the SaaS Services Schedule and associated Order Document(s).

"**Services**" means collectively (i) the Professional Services; (ii) Technical Support, and (iii) SaaS Services.

"**Software**" means the Junxure Software and Third Party Software.

"**Software migration**" means the process of moving from the use of one operating environment to another operating environment. Migration may be small-scale (such as migrating a single system) or large-scale (involving many systems, new applications, or a redesigned network) and is solely based on Junxure's discretion.

"**Technical Support**" means the support services for the Software and provision of Updates thereto for the level of services ordered, all of which are provided under Junxure's Technical Support Policies (as may be amended by Junxure from time to time) in effect at the time the Technical Support Services are provided. For the avoidance of doubt, Technical Support excludes Professional Services. A current version of such Technical Support Policies can be supplied if requested by Customer.

"**Third Party EULA**" or "**EULA**" means the end user license agreement that accompanies the Third Party Software, is appended to the Order Document or is otherwise published by the third party supplier, and which governs the use of or access by Customer to the applicable Third Party Software.

"**Third Party Software**" means software in object code form, including

Updates and Upgrades (if purchased by Customer) thereto and Documentation, owned by an entity other than Junxure which are to be provided to Customer by Junxure on a pass-through, reseller or OEM basis pursuant to the terms of the EULA (if applicable).

"Updates" means a new version of the Software or SaaS Services, if and when developed after the effective date of the Order Document, which Junxure makes generally available to its customers as part of the Technical Support. Updates include bug fixes, patches, Error corrections, non-new platform changes, or minor modifications or revisions to the Software that enhance existing performance. Updates also include new minor functionality enhancements or improvements for the product Customer currently licenses. Updates may be designated by an incremental increase in the release number which may be to the left or right of the decimal point. A Software Update does not provide a full software package installation. Updates exclude new products or major optional upgrades/functionality for which Junxure generally charges a separate fee.

"Upgrades" means a newer version of the Software or SaaS Services that includes significant increases in functionality compared to Customer's current implementation. An Upgrade may be new Software or SaaS Services release that may contain (i) new applications (ii) major functionality enhancements or improvements and/or (iii) a new platform.

3. FINANCIAL TERMS

3.1 Fees and Payment Terms. Fees are specified in the applicable Order Document and are waived for this free offer for a limited time of 30 days.

4. CONFIDENTIALITY

4.1 Defined. By virtue of the Agreement, the parties may be exposed to or be provided with certain confidential and proprietary information of the other party or third parties, including but not limited to information designated as confidential in writing or information which ought to be in good faith considered confidential and proprietary to the disclosing party ("**Confidential Information**"). "**Confidential Information**" means, with respect to any Party (and its affiliates, employees, agents, customers and vendors), all information or material that is non-public, confidential or proprietary in nature and is disclosed in connection with complying with the terms hereof, including but not limited to: (i) the terms and conditions of this Agreement (except for any terms and conditions of use required to be accepted by End Users hereunder); (ii) any trade secret, know-how, idea, invention, process, technique, algorithm, program (whether in source code or object code form), hardware, device, design, schematic, drawing, formula, data, plan, strategy or forecast; (iii) any technical, engineering, manufacturing, product, marketing, servicing, financial, personnel or other information or materials; (iv) any Personal Data or client information, including User IDs and Customer Data; and (v) any information that gives such Party some competitive business advantage or the opportunity of obtaining such advantage or the disclosure of which could be detrimental to its interests Confidential Information of Junxure and/or its licensors includes but is not limited to the terms and conditions (but not the existence) of the Agreement, including without limitation all Order Documents, all trade secrets, software, source code, object code, specifications, documentation, business plans, employee and vendor information, customer and end-user lists and Customer Data and related information, financial information, proposals, budgets as well as results of testing and benchmarking of the Software or Services, product roadmap, data and other information of Junxure and its licensors relating to or embodied in the Software or Documentation. Junxure's placement of a copyright notice on any portion of any Software will not be construed to mean that such portion has been published and will not derogate from any claim that such portion contains proprietary and confidential information of Junxure.

4.2 Confidential Information . Each Party agrees (a) to hold any and all Confidential Information obtained from the other Party in strict confidence, to take measures to protect such Confidential Information that are at least as protective as measures taken to protect its own information that it regards as confidential and proprietary, and to use and permit use of such Confidential

Information solely as permitted hereunder; (b) to disclose or provide access to the other Party's Confidential Information only to employees, affiliates, agents or vendors on a need-to-know basis or as otherwise permitted hereunder; (c) to make copies of the other Party's Confidential Information only to the extent permitted hereunder; and (d) not to develop any other materials, products, or services containing any of the concepts or ideas contained in any of the other Party's Confidential Information.

4.3 Exceptions. Confidential Information shall not include information that (a) was in the receiving party's possession before receipt from the disclosing party (b) is or becomes generally known to the public by any means other than a breach of the obligations of a receiving Party; (c) (was previously known to the receiving Party or rightly received by the receiving Party from a third party; or (d) is independently developed by the receiving Party. (ii);

4.4 Compelled Disclosure. In the event that the receiving party is requested or required by legal or regulatory authority to disclose any Confidential Information, the receiving party shall promptly notify the disclosing party in writing of such request or requirement prior to disclosure, if permitted by law, so that the disclosing party may seek an appropriate protective order. In the event that a protective order or other remedy is not obtained, the receiving party agrees to furnish only that portion of the Confidential Information that it reasonably determines, in consultation with its counsel, is consistent with the scope of the subpoena or demand, and to exercise reasonable efforts to obtain assurance that confidential treatment will be accorded such Confidential Information. The receiving party will provide reasonable cooperation to the disclosing party and its legal counsel with respect to performance of the covenants undertaken pursuant to this Section 4.4.

5. PRIVACY

Customer represents and warrants that before providing to Junxure or its agents any portions of the Customer Data that comprises personal information of its clients, employees and others, Customer will comply with any laws applicable to the disclosure of personal information, including providing notices to or obtaining permission from third parties to allow sharing of such personal information with Junxure under the Agreement and Schedules hereto. No personal information will be disseminated by Junxure to any third parties, except as consented to by Customer or required by law. Customer waives any and all claims that it may have against Junxure or any of its affiliates or vendors arising out of Customer's noncompliance with any applicable law under this section.

6. LIMITED RIGHTS AND OWNERSHIP

"Protected Materials" as used herein means Software, Content, Services, Customizations, or Junxure's or its licensors' Intellectual Property or Confidential Information.

6.1 Reservation of Rights. All rights not expressly granted in the Agreement are reserved by Junxure and its licensors. Customer acknowledges that: (i) all Software is licensed and not sold and all Content is subscribed to and not sold; (ii) Customer acquires only the right to use the Protected Materials and Junxure, its licensors, and Content providers shall retain sole and exclusive ownership of and all rights, title, and interest in the Protected Materials, including (whether developed by Junxure, Customer or a third party) (a) Intellectual Property embodied or associated with Protected Materials, (b) deliverables and work product associated with Protected Materials, and (c) all copies and derivative works thereof; and (iii) the Protected Materials, including the source and object codes, logic and structure, constitute valuable trade secrets of Junxure and its licensors. Customer hereby assigns to Junxure all right, title and interest in and to Customizations developed by Customer or by a third party on behalf of Customer; however, Customer shall retain a license to use such Customizations for so long as Customer retains a license to use the Software or SaaS Services, as applicable used in conjunction with such Customizations. Customer agrees to secure and protect the Protected Materials consistent with the maintenance of Junxure's and its licensors' rights therein, as set forth in this Agreement . Customer agrees to execute such further instruments, and take such further actions as Junxure may

reasonably request, at Junxure's expense, to apply for, register, perfect, confirm, and protect Junxure's rights. Customer shall reimburse Junxure for any and all expenses that Junxure may incur (including interest, attorneys' fees and other legal expenses) in connection with Junxure's efforts to enforce its rights against Customer with respect to the Protected Materials, or any of Junxure's Intellectual Property rights in the event Junxure prevails in such enforcement efforts.

6.2 Restrictions. Customer shall not itself, or through any affiliate, employee, consultant, contractor, agent or other third party: (i) sell, resell, distribute, host, lease, rent, license or sublicense, in whole or in part, the Protected Materials; (ii) decipher, decompile, disassemble, reverse assemble, modify, translate, reverse engineer or otherwise attempt to derive source code, algorithms, tags, specifications, architecture, structure or other elements of the Software, including the license keys, in whole or in part, for competitive purposes or otherwise; (iii) allow access to, provide, divulge or make available the Protected Materials to any user other than Customer's employees and individual contractors who have a need to such access and who shall be bound by a nondisclosure agreement with provisions that are at least as restrictive as the terms of the Agreement; (iv) write or develop any derivative works based upon the Protected Materials, except for authorized Customizations; (v) modify, adapt, translate or otherwise make any changes to the Protected Materials or any part thereof; (vi) use the Protected Materials to provide processing services to third parties, or otherwise use the same on a 'service bureau' basis; (vii) disclose or publish, without Junxure's prior written consent, performance or capacity statistics or the results of any benchmark test performed on the Protected Materials; or (viii) otherwise use or copy the Protected Materials except as expressly permitted herein.

6.3 Customer Data. Customer retains sole and exclusive ownership to any and all Customer Data. Customer represents and warrants that: (a) the use of the Customer Data and any other materials provided to Junxure by Customer will not infringe any third party rights (including, without limitation, intellectual property rights); (b) Customer has all necessary rights, consents and authority to transmit the Customer Data (or to cause the Customer Data to be transmitted) to Junxure for the provision of services hereunder; (c) that if Customer knows or reasonably should know that any such right, consent or authority is terminated or otherwise expires, it shall immediately inform Junxure and shall take all necessary steps to terminate the flow of any Customer Data thereby affected; and (d) it shall (and shall ensure that all of its employees or other authorized users shall) provide Customer Data or otherwise cause Customer Data to be provided to Junxure, in strict compliance with all applicable laws and regulations, including laws relating to data and consumer privacy.

6.4 License Grant by Customer. Customer grants to Junxure a non-exclusive, royalty free license, to use equipment, software, Customer Data or other material of Customer solely for the purpose of performing its obligations under the Agreement.

6.5 Enforcement. Customer shall (i) ensure that all users of all Protected Materials comply with the terms and conditions of the Agreement, (ii) promptly notify Junxure of any actual or suspected violation thereof and (iii) cooperate with Junxure with respect to investigation and enforcement of the Agreement.

6.6 Upgrades/End Of Life. Junxure reserves the right (a) as to Software licensed to and hosted by Customer, to cease support for given Software provided that Junxure ceases all support for such Software to its customers generally, and (b) as to Software provided as part of SaaS Services provided by Junxure, to cease support for such Software provided that Junxure offers a new version of the Software (incorporating Updates or Upgrades, as applicable) as part of the continued SaaS Services

6.7 Feedback. Customer may, from time to time, provide feedback ("Feedback") to Junxure, including, but not limited to, suitability, problem reports, case reports and test results with respect to the Junxure Software or SaaS Services. All such Feedback shall be the property of Junxure, deemed to be Junxure's Confidential Information and may be used by Junxure for any purpose it sees fit without compensation. Junxure shall have all necessary rights to use Feedback at its discretion, including the incorporation of Feedback into the Junxure Software or other software or products

developed by Junxure as well as the right to assign, license or to otherwise transfer to third parties any product which incorporates Feedback without any liability or obligation whatsoever to Customer. Customer hereby grants and assigns to Junxure and its licensees all right, title, interest and licenses as are necessary to incorporate Feedback into the Junxure Software or other software or products developed by Junxure and to distribute and otherwise commercially exploit such Software without any payment or accounting to Customer whatsoever.

6.8 Data Collection and Reporting. Notwithstanding anything else to the contrary in this Agreement, (a) Junxure may collect statistical data from Customer's use of Junxure Software and the data that Customer stores on or via Junxure Software for the sole purpose of creating aggregate statistics regarding Junxure Software usage and activities and results among Junxure Customers as a whole (the "Aggregate Statistics"); and (b) Junxure may disclose Aggregate Statistics to third parties. All Aggregate Statistics shall be in aggregate form only and will not contain any statistics or information specific or personally identifiable to Customer or any of Customer's users. Further, Junxure may offer additional services by which Customer consents to the collection of data regarding Customer's use of Junxure Software and the data that Customer stores on or via Junxure Software for the purposes of recommending use for best practices, and Junxure shall obtain such rights and use upon Customer's consent. Further, Junxure shall have the right to disclose the existence of this Agreement between Customer and Junxure to selected third party vendors (e.g., custodial companies), provided that such third party vendors have a preexisting relationship with each of Junxure and Customer.

7. INFRINGEMENT INDEMNIFICATION

Junxure will defend or settle, at its option and expense, any action, suit or proceeding brought against Customer that the Junxure Software or SaaS Services infringe a third party's USA patent, copyright, or trademark ("Claim"). Junxure will indemnify Customer against all damages and costs finally awarded in such action, which are attributable exclusively to such Claim, provided that Customer: (i) promptly gives written notice of the claim to Junxure; (ii) gives Junxure sole control of the defense and settlement of the Claim; (iii) provides Junxure, at Junxure's expense, with all available information and assistance relating to the Claim and cooperates with Junxure and its counsel; (iv) does not compromise or settle such Claim; and (v) is not in material breach of any agreement with Junxure.

Junxure has no obligation to the extent any Claim results from: (i) Customer having modified the Junxure Software or SaaS Services or used a release other than a current unaltered release of the Junxure Software, if such an infringement would have been avoided by the use of a current unaltered release of the Junxure Software, (ii) Third Party Software and/or Content, (iii) Customizations or (iv) the combination, operation or use of the Junxure Software or SaaS Services with software or data not provided by Junxure.

If it is adjudicated that an infringement of the Junxure Software or SaaS Service by itself and used in accordance with the Agreement infringes any USA patent, registered copyright, or registered trademark, Junxure shall, at its option: (i) procure for Customer the right to continue using the Junxure Software or Service; (ii) replace or modify the same so it becomes non-infringing; or (iii) Customer will be entitled to a refund of the pro-rata portion of the SaaS Services or term license fees paid to Junxure for the affected Software or Service. THIS SECTION STATES JUNXURE'S ENTIRE OBLIGATION TO CUSTOMER AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIM OF INFRINGEMENT.

8. WARRANTIES, DISCLAIMERS AND LIMITATION OF LIABILITY.

8.1 WARRANTIES

Junxure warrants that (i) it has the right and authority to enter into and to grant the rights described in this Agreement and (ii) it will provide the Service in a manner consistent with general industry standards reasonably applicable to the provision thereof; and (iii), for a period of thirty (30) days from the Delivery Date of the initial version of the Junxure Software, the Junxure Software, as updated and used in accordance with the Documentation and

in the COE, will operate in all material respects in conformity with the Documentation

Customer represents and warrants that its use of the SaaS Services or any of the Services will be in compliance with all laws applicable to Customer and Junxure and that it possesses, and will continue to possess throughout the term hereof, all necessary and required approvals, licenses and registrations under all applicable laws related to Customer's use of the SaaS Services and additional Services,

Junxure is not responsible for any claimed breach of any warranty set forth in this section caused by: (i) modifications made to the Junxure Software by anyone other than Junxure; (ii) the combination, operation or use of the Junxure Software with any items that are not part of the COE; (iii) Customer's failure to use any new or corrected versions of the Junxure Software made available by Junxure; (iv) Junxure's adherence to Customer's specifications or instructions; (v) Customer deviating from the Junxure Software operating procedures described in the Documentation; or (vi) Errors caused by Customizations.

Third Party Software. Customer acknowledges that certain modules of the SaaS Services may contain Third Party Software. Junxure warrants that it is an authorized distributor of the Third Party Software. Junxure makes no warranty with respect to any Third Party Software. Customer's sole remedy with respect to such Third Party Software shall be pursuant to the original licensor's warranty, if any, to Junxure, to the extent permitted by the original licensor. Third Party Software is made available by Junxure on an "AS IS, AS AVAILABLE" BASIS.

Junxure may add and/or substitute functionally equivalent products for any third party items in the event of product unavailability, end-of-life, or changes to software requirements. The provision of Content is subject to availability from third party Content providers and Junxure shall have no liability should such Content become unavailable for any reason or is no longer available under reasonable commercial terms. Customer's use of any Third Party Software shall be subject to, and Customer and users shall comply with this Agreement and any applicable Third Party EULAs.

8.2 DISCLAIMERS JUNXURE, ITS LICENSORS AND SUPPLIERS EXPRESSLY DISCLAIM TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, (i) ANY WARRANTY THAT ANY SOFTWARE, SAAS SERVICES, CONTENT, DELIVERABLES OR SERVICES ARE ERROR-FREE OR WILL OPERATE WITHOUT INTERRUPTION OR THAT ALL ERRORS WILL BE CORRECTED; (ii) ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, (iii) ANY WARRANTY THAT CONTENT OR THIRD PARTY SOFTWARE WILL BE ACCURATE, RELIABLE AND ERROR-FREE AND (iv) ANY AND ALL IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. NO ADVICE, STATEMENT OR INFORMATION GIVEN BY JUNXURE, ITS AFFILIATES, CONTRACTORS OR EMPLOYEES SHALL CREATE OR CHANGE ANY WARRANTY PROVIDED HEREIN.

EXCEPT AS SET FORTH IN THIS SECTION 8, THE SAAS SERVICES ARE PROVIDED ON AN AS IS AND AS AVAILABLE BASIS. Customer acknowledges that use of or connection to the Internet provides the opportunity for unauthorized third parties to circumvent security precautions and illegally gain access to the Services and Customer Data. Accordingly, Junxure cannot and does not guaranty the privacy, security or authenticity of any information so transmitted over or stored in Customer's system connected to the Internet. In no event does Junxure guarantee the accuracy, reliability or availability of Customer's Internet connection to the SaaS Service.

8.3 LIMITATION OF LIABILITY. TO THE FULLEST EXTENT PERMITTED BY LAW, JUNXURE'S TOTAL LIABILITY (INCLUDING ATTORNEYS FEES AWARDED UNDER THE AGREEMENT) TO CUSTOMER FOR ANY CLAIM

BY CUSTOMER OR ANY THIRD PARTIES UNDER THE AGREEMENT, WILL BE LIMITED TO THE FEES PAID FOR THE PRIOR TWELVE (12) MONTHS FOR THE SOFTWARE OR SERVICE WHICH IS THE SUBJECT MATTER OF THE CLAIM.

IN NO EVENT WILL JUNXURE BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY PUNITIVE, TREBLE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS, REVENUE, PROFITS, STAFF TIME, GOODWILL, USE, DATA, OR OTHER ECONOMIC ADVANTAGE), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, WHETHER OR NOT JUNXURE HAS PREVIOUSLY BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.4 LIMITATION OF CLAIMS. NO CLAIM ARISING OUT OF THE AGREEMENT, REGARDLESS OF FORM, MAY BE BROUGHT MORE THAN THE PERIOD ALLOWED BY LAW AFTER THE CAUSE OF ACTION HAS OCCURRED. THIS SECTION 8 SHALL SURVIVE FAILURE OF ANY EXCLUSIVE REMEDY.

9. TERM AND TERMINATION

9.1 Term. The term of this Agreement shall commence on the Effective Date set forth above and shall continue in full force and effect until the expiration of the thirty (30) day free trial period or termination of all then current Order Documents, unless otherwise terminated earlier as provided hereunder.

9.2 Termination. Either party may terminate the Agreement including all Schedules immediately upon written five (5) notice:

(i) in the event that the other party commits a non-remediable material breach of the Agreement, or if the other party fails to cure any remediable material breach; or

(ii) in the event of institution of bankruptcy, receivership, insolvency, reorganization, or other similar proceedings by or against either party under any section or chapter of the United States Bankruptcy Code, as amended, or under any similar laws or statutes of the United States or any state thereof; or the insolvency or making of an assignment for the benefit of creditors or the admittance by either party of any involuntary debts as they mature or the institution of any reorganization arrangement or other readjustment of debt plan of either party not involving the United States Bankruptcy Code.

Where a party has a right to terminate the Agreement, the non-breaching party may at its discretion either terminate the Agreement or the applicable Schedule and associated Order Document(s). Schedules that are not terminated shall continue in full force and effect under the terms of this Agreement.

Following termination of the Agreement or a Schedule (for whatever reason), Customer shall promptly certify that it has returned or destroyed all copies of the applicable Software, Content and Confidential Information and acknowledges that its rights to use the same are relinquished. Termination of this Agreement for any reason shall not excuse Customer's obligation to pay in full any and all amounts due, nor shall termination by Junxure result in a refund of fees paid.

10. GENERAL PROVISIONS

10.1 Force Majeure. Neither party shall have the right to terminate the Agreement or a Schedule and neither party shall incur any liability to the other party on account of any loss, claim, damage or liability to the extent resulting from any delay or failure to perform all or any part of this Agreement (except for payment obligations), if and to the extent such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the control and without any negligence on the part of the party seeking protection under this section. Such events, occurrences, or causes shall include, without limitation, acts of God, strikes, lockouts, riots, acts of war, terrorism, cyber-terrorism, earthquake, fire or explosions ("Force Majeure Events"). Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

10.2 Assignment. Customer may not assign any of its rights or obligations under this Agreement without providing prior written notice to Junxure. Any attempt by Customer to assign its rights or obligations under this Agreement in breach of this section shall be void and of no effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the Parties, their respective successors and permitted assigns.

10.3 Notice of U.S. Government Restricted Rights. If the Customer hereunder is the U.S. Government, or if the Software are acquired hereunder on behalf of the US Government with U.S. Government federal funding, notice is hereby given that the Software are commercial computer software and documentation developed exclusively at private expense and are furnished as follows: "U.S. GOVERNMENT RESTRICTED RIGHTS. Software delivered subject to the FAR 52.227-19. All use, duplication and disclosure of the Software by or on behalf of the U.S. Government shall be subject to this Agreement and the restrictions contained in subsection (c) of FAR 52.227-19, Commercial Computer Software - Restricted Rights (June 1987)".

10.4 Export. Customer shall comply fully with all relevant export laws and regulations of the United States to ensure that the Software is not exported, directly or indirectly, in violation of United States law. Customer acknowledges that the Software may include a license manager component to track usage of the Software and agrees not to impede, disable or otherwise undermine such license manager's operation.

10.7 Notices. Any notice required or permitted to be sent under this Agreement may either be delivered by overnight courier, by hand, by registered mail or electronic mail, to the address of the parties first set forth in the Agreement or to such other address of the parties designated in writing in accordance with this subsection.

10.8 Relationship. The Agreement is not intended to create a partnership, franchise, joint venture, agency, or a fiduciary or employment relationship. Neither party may bind the other party or act in a manner which expresses or implies a relationship other than that of independent contractor.

10.9 Invalidity. If any provision of the Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.

10.10 Survival. The following provisions will survive any termination or expiration of the Agreement or a Schedule: sections 1, 2, 3, 4, 6.1, 6.2, 6.3, 6.5, 7, 8, 9, and 10.

10.11 No Waiver. Any waiver of the provisions of the Agreement or of a party's rights or remedies under the Agreement must be in writing to be effective. Any such waiver shall constitute a waiver only with respect to the specific matter described in such writing and shall in no way impair the rights of the party granting such waiver in any other respect or at any other time. The waiver by either of the parties hereto of a breach or of a default under any of the provisions of the Agreement shall not be construed as a waiver of any other breach or default of a similar nature, or as a waiver of any of such provisions, rights or privileges hereunder. The rights and remedies herein provided are cumulative and none is exclusive of any other, or of any rights or remedies that any party may otherwise have at law or in equity. Failure, neglect, or delay by a party to enforce the provisions of the Agreement or its rights or remedies at any time, shall not be construed and shall not be deemed to be a waiver of such party's rights under the Agreement and shall not in any way affect the validity of the whole or any part of the Agreement or prejudice such party's right to take subsequent action.

10.12 Entire Agreement; Amendment. This Agreement, including any and all schedules and exhibits hereto, constitutes the entire agreement between the Parties concerning the subject matter hereof, and supersedes all prior or contemporaneous representations, discussions, proposals, negotiations, conditions, agreements, and communications, whether oral or written, between the Parties relating to the subject matter of. No amendment or modification of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized signatory of Junxure and Customer.

10.13 Third Party Beneficiaries. This Agreement is for the benefit of the parties and their successors and permitted assigns, and does not confer any rights or benefits on any third party, including any employee of a party, any Customer of a party, or any employee of a Customer of a party. Notwithstanding the above, the parties acknowledge that all rights and benefits afforded to Junxure under the Agreement shall apply equally to the owner of the Third Party Software with respect to the Third Party Software, and such third party is an intended third party beneficiary of the Agreement, with respect to the Third Party Software and for purposes of enforcing this Agreement against Customer as to matters under this Agreement that pertain to any such Third Party Software.

10.14 Publicity. Neither party shall use the name of the other party in any publicity without the prior written approval of the other party, which approval shall not be unreasonably withheld. Each party shall complete its review of any proposed materials or activities submitted by the other party within five (5) business days of its receipt of such materials from the other party. Upon Junxure's request and Customer's approval, not to be unreasonably withheld, Customer will participate in a joint press release within sixty (60) days of the execution of this Agreement.

10.15 Governing Law and Venue. The Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina without giving effect to its principles of conflict of laws. Any dispute shall be litigated in the state or federal courts located in the Eastern District of North Carolina to whose exclusive jurisdiction the parties hereby consent. For purposes of establishing jurisdiction in North Carolina under this Agreement, each party hereby waives, to the fullest extent permitted by applicable law, any claim that: (i) it is not personally subject to the jurisdiction of such court; (ii) it is immune from any legal process with respect to it or its property; and (iii) any such suit, action or proceeding is brought in an inconvenient forum.

10.16 Order of Precedence. To the extent any terms and conditions of this Agreement conflict with the terms and conditions of any Schedule, the provisions of this Agreement shall control unless the Schedule expressly states the intent to supersede a specific portion of the Agreement.

To the extent any provision of this Agreement or a Schedule conflict with the provisions of a Third Party EULA, the Third Party EULA will take precedence. In the event of a conflict between an Order Document and the rest of the Agreement, the Agreement shall prevail, provided, however, that such standard variable terms such as price, quantity, license scope and License Metrics, tax exempt status, payment terms, shipping instructions and the like shall be specified on each Order Document. All pre-printed terms of any Customer purchase order or other business processing document shall have no effect.

10.17 Headings and Drafting. The headings in the Agreement shall not be used to construe or interpret the Agreement. The Agreement shall not be construed in favor of or against a party based on the author of the document.

10.18 Counterparts. The Agreement may be executed, via the Order Document, in one or more counterparts, with the same effect as if the Parties had signed the same document. Each counterpart so executed shall be deemed to be an original, and all such counterparts shall be construed together and shall constitute one Agreement. The parties agree that that facsimile and/or pdf scanned copies of signatures shall be as effective and binding as original signatures, as will electronic execution of agreements as may mutually be agreed by the parties.

SCHEDULE F

DATA PROTECTION SCHEDULE EU GENERAL DATA PROTECTION REGULATION

This Schedule is entered into between CRM Software, LLC and its affiliates such as AdvisorEngine Inc. ("Junxure" or "Processor") and the entity identified on the Order Document ("Customer or Controller") (collectively the "parties"). The provisions of the Agreement between the parties are hereby fully incorporated herein by reference. The Effective Date ("Effective Date") of this schedule shall be as set forth in the Order Document. Capitalized terms that are not otherwise defined in this Schedule shall have the meanings set forth in the Agreement. The above parties agree to the following:

This Data Protection Schedule amends the Agreement and any related agreements (collectively, "the Agreements") pursuant to which the Processor provides services to Controller (collectively, the "Services") that may entail the Processing of Personal Data (as defined below).

The European General Data Protection Regulation ("GDPR") imposes specific obligations on Controller and other companies with regard to their vendor relationships. The GDPR requires companies to conduct appropriate due diligence on processors and to have contracts containing specific provisions relating to data protection.

Each of the Agreements contains provisions requiring each party to comply with all applicable laws. This Data Protection Schedule ("Schedule") documents the data protection requirements imposed upon the parties by the GDPR. This Schedule is hereby incorporated by reference into each Agreement in order to demonstrate the parties' compliance with the GDPR.

1. For purposes of this Schedule, "GDPR" means Regulation (EU) 2016/679, the General Data Protection Regulation, together with any addition implementing legislation, rules or regulations that are issued by applicable supervisory authorities. Words and phrases in this Schedule shall, to the greatest extent possible, have the meanings given to them in Article 4 of the GDPR. In particular:

(a) "Controller" has the meaning to give it in Article 4(7) of the GDPR: "the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of personal data."

(b) "Personal Data" has the meaning to give it in Article 4(1) of the GDPR: "any information relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person," but only to the extent such personal data pertain residents of the European Economic Area (EEA) or are otherwise subject to the GDPR.

(c) "Personal Data Breach" has the meaning given to it in Article 4(12) of the GDPR: "[any] breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, personal data transmitted, stored or otherwise processed."

(d) "Processing" has the meaning given to it in Article 4(2) of the GDPR: "any operation or set of operations which is performed on personal data or on sets of personal data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction."

(e) "Processor" has the meaning given to it in Article 4(8) of the GDPR: "a natural or legal person, public authority, agency or other body which processes personal data on behalf of the controller."

(f) "Subprocessor" means any processor as defined in Article 4(8) of the GDPR: "[any] natural or legal person, public authority, agency or other body which processes personal data" on behalf of the Processor (including any affiliate of the Processor).

(g) "Transfer" means to disclose or otherwise make Personal Data available to a third party (including to any affiliate or Subprocessor), either by physical movement of the Personal Data to such third party or by enabling access to the Personal Data by other means.

2. In connection with performing its obligations under this Schedule, Processor will Process Personal Information on behalf of Controller as set forth in Schedule 1 (Scope of Processing).

3. In accordance with GDPR Article 28(1), Processor represents that it has implemented appropriate technical and organizational measures in such a manner that its Processing of Personal Data will meet the requirements of the GDPR and ensure the protection of the rights of the data subjects.

4. In accordance with GDPR Article 28(2), Processor shall not engage any Subprocessor without prior specific or general written authorization of the Controller. Accordingly, this Schedule constitutes Controller's written authorization to Processor's engagement of subcontractors and disclosure of Personal Information to such subcontractors; a subcontractor list is available upon request. Processor shall inform Controller of any intended changes concerning the addition or replacement of other Subprocessors and give Controller the opportunity to object to such changes. Processor shall also comply with the requirements for subprocessors as set forth in Article 28(4), namely that the data protection obligations set forth herein (and as may otherwise be agreed by the Processor in the Agreements) such be imposed upon the Subprocessor, so that the Processor's contract with the Subprocessor contains sufficient guarantees that the Processing will meet the requirements of the GDPR.

5. In accordance with GDPR Article 28(3), the following terms are incorporated by reference into the Agreements:

(a) Processor shall process the Personal Data only (i) as needed to provide the Services, (ii) in accordance with the specific instructions that it has received from Controller, including with regard to any Transfers, and (iii) as needed to comply with law (in which case, Processor shall provide prior notice to Controller of such legal requirement, unless that law prohibits this disclosure);

(b) Processor shall ensure that persons authorized to process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;

(c) Processor shall take all security measures required by GDPR Article 32, namely:

i. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Processor shall implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk, including inter alia as appropriate: (a) the pseudonymization and encryption of Personal Data; (b) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services; (c) the ability to restore the availability and access to Personal Data in a timely manner in the event of a physical or technical incident; and/or (d) a process for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures for ensuring the security of the processing.

ii. In assessing the appropriate level of security, account shall be taken in particular of the risks that are presented by processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data transmitted, stored or otherwise processed.

iii. Processor shall take steps to ensure that any natural person acting under the authority of the Processor who has access to Personal Data does not process them except on instructions from Controller, unless required to do so by EEA Member State law.

(d) Taking into account the nature of the processing, Processor shall reasonably assist Controller by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of Controller's obligation to respond to requests for exercising the data subject's rights;

(e) Taking into account the nature of processing and the information available to Processor, Processor shall comply with (and shall reasonably assist Controller to comply with) the obligations regarding Personal Data Breaches (as set forth in GDPR Articles 33 and 34), data protection impact assessments (as set forth in GDPR Article 35), and prior consultation (as set forth in GDPR Article 36);

(f) At the Controller's discretion, Processor shall delete or return all the Personal Data to Controller after the end of the provision of services relating to Processing, and delete existing copies unless applicable EEA member state law requires storage of the Personal Data;

(g) Processor shall provide Controller with all information necessary to demonstrate compliance with the obligations laid down in the GDPR, and allow for and contribute to audits, including inspections, conducted by Controller or another auditor mandated by Controller; and

(h) Processor shall immediately inform Controller if, in its opinion, an instruction infringes the GDPR or other Union or Member State data protection provisions.

6. Processor shall not Transfer any Personal Data (and shall not permit its Subprocessors to Transfer any Personal Data) without the prior consent of Controller. Processor understands that Controller must approve and document that adequate protection for the Personal Data will exist after the Transfer, using contracts that provide sufficient guarantees (such as standard contractual clauses) unless another legal basis for the Transfer exists (e.g., the EU-U.S. and Swiss-U.S. Privacy Shield Frameworks).

7. Processor will promptly and thoroughly investigate all allegations of unauthorized access to, use or disclosure of the Personal Data. Processor will notify Controller without undue delay in the event of any Personal Data Breach.

8. Processor shall maintain all records required by Article 30(2) of the GDPR, and (to the extent they are applicable to Processor's activities for Controller) Processor shall make them available to Controller upon request.

SCHEDULE 1

SCOPE OF PROCESSING

Subject Matter of Processing: The context for the Processing of Personal Information is Processor's provision of the services under the Agreements including without limitation use of the software platform to collect, organize and store client relationship information so it can be managed in a commercially reasonable manner.

Duration of Processing: The Processing will begin on the effective date of the Agreements and will end upon expiration or termination of the Agreements.

Nature and Purpose of Processing: The nature and purpose of the Processing is to provide services as described under the Agreements.

Types of Personal Information: The types of Personal Information processed will include contact information and other Personal Information related to Processor's provision of services.

Categories of Data Subjects: The categories of data subjects will include Controller's employees and workers; clients; and other individuals whose Personal Information will be Processed to provide services under the Agreements.