

MASTER SUBSCRIPTION AGREEMENT

This master subscription agreement governs customer's acquisition and use of "ADVISORCONX" (Sharp Point Data Ltd.) services. Capitalized terms have the definitions set forth herein.

If customer registers for a free trial of ADVISORCONX services, the applicable provisions of this agreement will also govern that free trial.

By accepting this agreement, by (1) clicking a box indicating acceptance, (2) executing an order form that references this agreement, customer agrees to the terms of this agreement. If the individual accepting this agreement is accepting on behalf of a company or other legal entity, such individual represents that they have the authority to bind such entity and its affiliates to these terms and conditions, in which case the term "customer" shall refer to such entity and its affiliates. If the individual accepting this agreement does not have such authority, or does not agree with these terms and conditions, such individual must not accept this agreement and may not use the services.

This Agreement was last updated on July 1, 2020. It is effective between Customer and ADVISORCONX as of the date of Customer's accepting this Agreement.

1. DEFINITIONS

- 1.1** "ADVISORCONX", "Sharp Point Data Ltd", "we", "us" or "our" means Sharp Point Data Ltd., a corporation incorporated in the Province of Ontario, whose registered office is at 7611-11 Pine Valley Drive, Vaughan, ON L4L 0A2.
- 1.2** "Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.
- 1.3** "Agreement" means this Master Subscription Agreement.
- 1.4** "Beta Services" means ADVISORCONX services or functionality that may be made available to Customer to try at its option at no additional charge which is clearly designated as beta, pilot, limited release, developer preview, non-production, evaluation, or by a similar description.
- 1.5** "Content" means any graphics, text, icons, buttons, images, video, audio and other files, designs, trademarks, brand names, multimedia clips, or other multimedia content, software or other information or material submitted to, subsisting on or accessible from the Site.
- 1.6** "Customer" means in the case of an individual accepting this Agreement on his or her own behalf, such individual, or in the case of an individual accepting this Agreement on behalf of a company or other legal entity, the company or other legal entity for which such individual is accepting this Agreement, and Affiliates of that company or entity (for so long as they remain Affiliates) which have entered into Order Forms.
- 1.7** "Customer Data" means electronic data and information submitted by or for Customer to the Services, excluding Content and Non-ADVISORCONX Applications.

- 1.8** “Malicious Code” means code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.
- 1.9** “Non-ADVISORCONX Application” means a Web-based, mobile, offline or other software application functionality that interoperates with a Service, that is provided by Customer or a third party. Non-ADVISORCONX Applications, other than those obtained or provided by Customer, will be identifiable as such.
- 1.10** “Order Form” means an ordering document or online order specifying the Services to be provided hereunder that is entered into between Customer and ADVISORCONX or any of their Affiliates, including any addenda and supplements thereto. By entering into an Order Form hereunder, an Affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto.
- 1.11** “Purchased Services” means Services that Customer or Customer’s Affiliate purchases under an Order Form or online purchasing portal, as distinguished from those provided pursuant to a free trial.
- 1.12** “Services” means the products and services that are ordered by Customer under an Order Form or online purchasing portal, or provided to Customer under a free trial, and made available online by ADVISORCONX.
- 1.13** “User” means, in the case of an individual accepting these terms on his or her own behalf, such individual, or, in the case of an individual accepting this Agreement on behalf of a company or other legal entity, an individual who is authorized by Customer to use a Service, for whom Customer has purchased a subscription (or in the case of any Services provided by ADVISORCONX without charge, for whom a Service has been provisioned), and to whom Customer (or, when applicable, ADVISORCONX at Customer’s request) has supplied a user identification and password (for Services utilizing authentication). Users may include, for example, employees, consultants, contractors and agents of Customer, and third parties with which Customer transacts business.

2. ADVISORCONX RESPONSIBILITIES

2.1 Provision of Purchased Services. ADVISORCONX will (a) make the Services and Content available to Customer pursuant to this Agreement, and the applicable Order Forms and Documentation, (b) provide applicable ADVISORCONX standard support for the Purchased Services to Customer at no additional charge, and/or upgraded support if purchased, (c) use commercially reasonable efforts to make the online Purchased Services available 24 hours a day, 7 days a week, except for: (i) planned downtime (of which ADVISORCONX shall give advance electronic notice), and (ii) any unavailability caused by circumstances beyond ADVISORCONX’s reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving ADVISORCONX employees), Internet service provider failure or delay, Non-ADVISORCONX Application, or denial of service attack, and (d) provide the Services in accordance with laws and government regulations applicable to ADVISORCONX’s provision of its Services to its customers generally (i.e., without regard for Customer’s particular use of the Services), and subject to Customer’s use of the Services in accordance with this Agreement, the Documentation and the applicable Order Form.

2.2 Protection of Customer Data. ADVISORCONX will maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data, as described in the Documentation. Those safeguards will include, but will not be limited to, measures designed to prevent unauthorized access to or disclosure of Customer Data (other than by Customer or Users). Except with respect to a free trial, the terms of the data processing addendum at <https://www.ADVISORCONX...//> (“DPA”) are hereby incorporated by reference and shall apply to the extent Customer Data includes Personal Data, as defined in the DPA. Upon request by Customer made within 30 days after the effective date of termination or expiration of this Agreement, ADVISORCONX will make Customer Data available to Customer for export or download as provided in the Documentation. After such 30-day period, ADVISORCONX will have no obligation to maintain or provide any Customer Data, and as provided in the Documentation will thereafter delete or destroy all copies of Customer Data in its systems or otherwise in its possession or control, unless legally prohibited.

2.3 ADVISORCONX Personnel. ADVISORCONX will be responsible for the performance of its personnel (including its employees and contractors) and their compliance with ADVISORCONX’s obligations under this Agreement, except as otherwise specified in this Agreement.

2.4 Beta Services. From time to time, ADVISORCONX may, in its sole discretion, invite you to use, on a trial basis, pre-release or beta features that are in development and not yet available to all Users (“Beta Services”). Beta Services may be subject to additional terms and conditions, which ADVISORCONX will provide to you prior to your use of the Beta Services. Such Beta Services and all associated conversations and materials relating thereto will be considered ADVISORCONX Confidential Information and subject to the confidentiality provisions in this agreement. Without limiting the generality of the foregoing, you agree that you will not make any public statements or otherwise disclose your participation in the Beta Services without ADVISORCONX’s prior written consent. ADVISORCONX makes no representations or warranties that the Beta Services will function. ADVISORCONX may discontinue the Beta Services at any time in its sole discretion. ADVISORCONX will have no liability for any harm or damage arising out of or in connection with a Beta Service. The Beta Services may not work in the same way as a final version. ADVISORCONX may change or not release a final or commercial version of a Beta Service in our sole discretion.

2.5 Free Trial. If Customer registers on ADVISORCONX’s website for a free trial, ADVISORCONX will make the applicable Service(s) available to Customer on a trial basis free of charge until the earlier of (a) the end of the free trial period for which Customer registered to use the applicable Service(s), or (b) the start date of any Purchased Service subscriptions ordered by Customer for such Service(s), or (c) termination by ADVISORCONX in its sole discretion. Additional trial terms and conditions may appear on the trial registration web page. Any such additional terms and conditions are incorporated into this Agreement by reference and are legally binding.

Any data customer enters into the services, and any customizations made to the services by or for customer, during customer's free trial will be permanently lost unless (a) customer purchases a subscription to the same services as those covered by the trial, (b) purchases applicable upgraded services, or (c) exports such data, before the end of the trial period.

Notwithstanding the "representations, warranties, exclusive remedies and disclaimers" section and "indemnification by ADVISORCONX" section below, during the free trial the services are provided "as-is" without any warranty and ADVISORCONX shall have no indemnification obligations nor liability of any type with respect to the services for the free trial period. Without limiting the foregoing, ADVISORCONX and its affiliates and its licensors do not represent or warrant to customer that: (a) customer's use of the services during the free trial period will meet customer's requirements, (b) customer's use of the services during the free trial period will be uninterrupted, timely, secure or free from error, and (c) usage data provided during the free trial period will be accurate. Notwithstanding anything to the contrary in the "limitation of liability" section below, customer shall be fully liable under this agreement to ADVISORCONX and its affiliates for any damages arising out of customer's use of the services during the free trial period, any breach by customer of this agreement and any of customer's indemnification obligations hereunder.

Customer shall review the applicable service's documentation during the trial period to become familiar with the features and functions of the services before making a purchase.

3. USE OF SERVICES AND CONTENT

3.1 Subscriptions. Unless otherwise provided in the applicable Order Form or Documentation, (a) Purchased Services and access to Content are purchased as subscriptions for the term stated in the applicable Order Form or in the applicable online purchasing portal, (b) subscriptions for Purchased Services may be added during a subscription term at the same pricing as the underlying subscription pricing, prorated for the portion of that subscription term remaining at the time the subscriptions are added, and (c) any added subscriptions will terminate on the same date as the underlying subscriptions. Customer agrees that its purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by ADVISORCONX regarding future functionality or features.

3.2 Usage Limits. Services and Content are subject to usage limits specified in Order Forms and Documentation. If Customer exceeds a contractual usage limit, ADVISORCONX may work with Customer to seek to reduce Customer's usage so that it conforms to that limit. If, notwithstanding ADVISORCONX's efforts, Customer is unable or unwilling to abide by a contractual usage limit, Customer will execute an Order Form for additional quantities of the applicable Services or Content promptly upon ADVISORCONX's request, and/or pay any invoice for excess usage in accordance with the "Invoicing and Payment" section below.

3.3 Customer Responsibilities. Customer will (a) be responsible for Users' compliance with this Agreement, Documentation and Order Forms, (b) be responsible for the accuracy, quality and legality of Customer Data, the means by which Customer acquired Customer Data, Customer's use of Customer Data with the Services, and the interoperation of any Non-ADVISORCONX Applications with which Customer uses Services or Content, (c) use commercially reasonable efforts to prevent unauthorized access to or use of Services and Content, and notify ADVISORCONX promptly of any such unauthorized access or use, (d) use Services and Content only in accordance with this Agreement, and applicable laws and government regulations, and (e) comply with terms of service of any Non-ADVISORCONX Applications with which Customer uses Services or Content. Any use of the Services in breach of the foregoing by Customer or Users that in ADVISORCONX's judgment threatens the security, integrity or availability of ADVISORCONX's services, may result in ADVISORCONX's immediate suspension of the Services, however ADVISORCONX will use commercially reasonable efforts under the circumstances to provide Customer with notice and an opportunity to remedy such violation or threat prior to any such suspension.

3.4 Usage Restrictions. Customer will not (a) make any Service or Content available to anyone other than Customer or Users, or use any Service or Content for the benefit of anyone other than Customer or its Affiliates, unless expressly stated otherwise in an Order Form or the Documentation, (b) sell, resell, license, sublicense, distribute, make available, rent or lease any Service or Content, or include any Service or Content in a service bureau or outsourcing offering, (c) use a Service or Non-ADVISORCONX Application to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use a Service or Non-ADVISORCONX Application to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of any Service or third-party data contained therein, (f) attempt to gain unauthorized access to any Service or Content or its related systems or networks, (g) permit direct or indirect access to or use of any Services or Content in a way that circumvents a contractual usage limit, or use any Services to access or use any of ADVISORCONX intellectual property except as permitted under this Agreement, an Order Form, or the Documentation, (h) modify, copy, or create derivative works based on a Service or any part, feature, function or user interface thereof, (i) copy Content except as permitted herein or in an Order Form or the Documentation, (j) frame or mirror any part of any Service or Content, other than framing on Customer's own intranets or otherwise for its own internal business purposes or as permitted in the Documentation, (k) except to the extent permitted by applicable law, disassemble, reverse engineer, or decompile a Service or Content or access it to (1) build a competitive product or service, (2) build a product or service using similar ideas, features, functions or graphics of the Service, (3) copy any ideas, features, functions or graphics of the Service, or (4) determine whether the Services are within the scope of any patent.

3.5 Removal of Content and Non-ADVISORCONX Applications. If Customer receives notice that Content or a Non-ADVISORCONX Application must be removed, modified and/or disabled to avoid violating applicable law, third-party

rights, or the Acceptable Use and External Facing Services Policy, Customer will promptly do so. If Customer does not take required action in accordance with the above, or if in ADVISORCONX's judgment continued violation is likely to reoccur, ADVISORCONX may disable the applicable Content, Service and/or Non-ADVISORCONX Application. If requested by ADVISORCONX, Customer shall confirm such deletion and discontinuance of use in writing and ADVISORCONX shall be authorized to provide a copy of such confirmation to any such third party claimant or governmental authority, as applicable. In addition, if ADVISORCONX is required by any third party rights holder to remove Content, or receives information that Content provided to Customer may violate applicable law or third-party rights, ADVISORCONX may discontinue Customer's access to Content through the Services.

4. NON-ADVISORCONX PRODUCTS AND SERVICES

4.1 Non-ADVISORCONX Products and Services. ADVISORCONX or third parties may make available (for example, through a Marketplace or otherwise) third-party products or services, including, for example, Non-ADVISORCONX Applications and implementation and other consulting services. Any acquisition by Customer of such products or services, and any exchange of data between Customer and any Non-ADVISORCONX provider, product or service is solely between Customer and the applicable Non-ADVISORCONX provider. ADVISORCONX does not warrant or support Non-ADVISORCONX Applications or other Non-ADVISORCONX products or services, whether or not they are designated by ADVISORCONX as "certified" or otherwise, unless expressly provided otherwise in an Order Form. ADVISORCONX is not responsible for any disclosure, modification or deletion of Customer Data resulting from access by such Non-ADVISORCONX Application or its provider.

4.2 Integration with Non-ADVISORCONX Applications. The Services may contain features designed to interoperate with Non-ADVISORCONX Applications. ADVISORCONX cannot guarantee the continued availability of such Service features, and may cease providing them without entitling Customer to any refund, credit, or other compensation, if for example and without limitation, the provider of a Non-ADVISORCONX Application ceases to make the Non-ADVISORCONX Application available for interoperation with the corresponding Service features in a manner acceptable to ADVISORCONX.

5. ADVISORCONX Email

You may generate or send email from your Account using the ADVISORCONX email services (the "Email Services"). In addition to the terms applicable to the Services generally (including ADVISORCONX's [Acceptable Use Policy](#), and [Privacy Policy](#)), the following terms apply to your access and use of the Email Services: by generating or sending email through the email services, you agree to comply with the following requirements (the "email services requirements"). AdvisorconX, or its third party providers, may suspend or terminate your access to and use of the email services if you do not comply with the email services requirements.

5.1 Your use of the Email Services must comply with all applicable laws. Examples of applicable laws include laws relating to spam or unsolicited commercial email

(“UCE”), privacy, security, obscenity, defamation, intellectual property, pornography, terrorism, homeland security, gambling, child protection, and other applicable laws. It is your responsibility to know and understand the laws applicable to your use of the Email Services and the emails you generate or send through the Email Services.

- 5.2** Your use of the Email Services must comply with ADVISORCONX’s Privacy Policy. It is your responsibility to read and understand the Privacy Policy applicable to your use of the Email Services and the emails you generate or send through the Email Services.
- 5.3** You will use commercially reasonable efforts not to send sensitive personal data, including information regarding an individual’s medical or health condition, race or ethnic origin, political opinions, religious or philosophical beliefs, or other sensitive data (collectively, “Sensitive Data”) through the Email Services. It is your responsibility to read and understand your obligations in relation to Sensitive Data.
- 5.4** Your use of the Email Services must follow all applicable guidelines established by ADVISORCONX. The guidelines below are examples of practices that may violate the Email Services Requirements when generating, or sending emails through the Email Services:
 - 5.4.1** using non-permission based email lists (i.e., lists in which each recipient has not explicitly granted permission to receive emails from you by affirmatively opting-in to receive those emails);
 - 5.4.2** using purchased or rented email lists;
 - 5.4.3** using third party email addresses, domain names, or mail servers without proper permission;
 - 5.4.4** sending emails to non-specific addresses (e.g., webmaster@domain.com or info@domain.com);
 - 5.4.5** sending emails that result in an unacceptable number of spam or UCE complaints (even if the emails themselves are not actually spam or UCE);
 - 5.4.6** failing to include a working “unsubscribe” link in each email that allows the recipient to remove themselves from your mailing list;
 - 5.4.7** failing to comply with any request from a recipient to be removed from your mailing list within 10 days of receipt of the request;
 - 5.4.8** failing to include in each email a link to the then-current privacy policy applicable to that email;
 - 5.4.9** disguising the origin or subject matter of any email or falsifying or manipulating the originating email address, subject line, headers, or transmission path information for any email;
 - 5.4.10** failing to include in each email your valid physical mailing address or a link to that information; or
 - 5.4.11** including “junk mail,” “chain letters,” “pyramid schemes,” incentives (e.g., coupons, discounts, awards, or other incentives) or other material in any email that encourages a recipient to forward the Email to another recipient.
- 5.5** If You or a customer knows of or suspects any violations of the Email Services Requirements, please notify ADVISORCONX at ????@ADVISORCONX.com. ADVISORCONX will determine compliance with the Email Services Requirements in its discretion.

5.6 ADVISORCONX's Email Services utilize Third Party Providers, including SendGrid (a Twilio Company). Your use of the Email Services is subject to SendGrid's Acceptable Use Policy as it may be amended by SendGrid from time to time.

6. FEES AND PAYMENT

6.1 Fees. Customer will pay all fees specified in Order Forms. Except as otherwise specified herein or in an Order Form, (i) fees are based on Services and Content subscriptions purchased and not actual usage, (ii) payment obligations are non-cancelable and fees paid are non-refundable, and (iii) quantities purchased cannot be decreased during the relevant subscription term.

6.2 Invoicing and Payment. Customer will provide ADVISORCONX with valid and updated credit card information, or with a valid purchase order or alternative document reasonably acceptable to ADVISORCONX. If Customer provides credit card information to ADVISORCONX, Customer authorizes ADVISORCONX to charge such credit card for all Purchased Services listed in the Order Form for the initial subscription term and any renewal subscription term(s) as set forth in the "Term of Purchased Subscriptions" section below. Such charges shall be made in advance, either annually or in accordance with any different billing frequency stated in the applicable Order Form. If the Order Form specifies that payment will be by a method other than a credit card, ADVISORCONX will invoice Customer in advance and otherwise in accordance with the relevant Order Form. Unless otherwise stated in the Order Form, invoiced fees are due net 30 days from the invoice date. Customer is responsible for providing complete and accurate billing and contact information to ADVISORCONX and notifying ADVISORCONX of any changes to such information.

6.3 Overdue Charges. If any invoiced amount is not received by ADVISORCONX by the due date, then without limiting ADVISORCONX's rights or remedies, (a) those charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, and/or (b) ADVISORCONX may condition future subscription renewals and Order Forms on payment terms shorter than those specified in the "Invoicing and Payment" section above.

6.4 Suspension of Service and Acceleration. If any charge owing by Customer under this or any other agreement for services is 30 days or more overdue, (or 10 or more days overdue in the case of amounts Customer has authorized ADVISORCONX to charge to Customer's credit card), ADVISORCONX may, without limiting its other rights and remedies, accelerate Customer's unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend Services until such amounts are paid in full, provided that, other than for customers paying by credit card or direct debit whose payment has been declined, ADVISORCONX will give Customer at least 10 days' prior notice that its account is overdue, in accordance with the "Manner of Giving Notice" section below for billing notices, before suspending services to Customer.

6.5 Payment Disputes. ADVISORCONX will not exercise its rights under the "Overdue Charges" or "Suspension of Service and Acceleration" section above if Customer is

disputing the applicable charges reasonably and in good faith and is cooperating diligently to resolve the dispute.

- 6.6** All Fees are exclusive of applicable federal, provincial, local or other governmental sales, goods and services, harmonized or other taxes, fees or charges now in force or enacted in the future (“Taxes”).
- 6.7** You are responsible for all applicable Taxes that arise from or as a result of your subscription to or purchase of ADVISORCONX’s products and services. To the extent that ADVISORCONX charges these Taxes, they are calculated using the tax rates that apply based on the billing address you provide to us. Such amounts are in addition to the Fees for such products and services and will be billed to your Authorized Payment Method. If you are exempt from payment of such Taxes, you must provide us with evidence of your exemption, which in some jurisdictions includes an original certificate that satisfies applicable legal requirements attesting to tax-exempt status. Tax exemption will only apply from and after the date we receive evidence satisfactory to ADVISORCONX of your exemption. If you are not charged Taxes by ADVISORCONX, you are responsible for determining if Taxes are payable, and if so, self-remitting Taxes to the appropriate tax authorities in your jurisdiction.

7. PROPRIETARY RIGHTS AND LICENSES

- 7.1 Reservation of Rights.** Subject to the limited rights expressly granted hereunder, ADVISORCONX, its Affiliates, its licensors and Content Providers reserve all of their right, title and interest in and to the Services and Content, including all of their related intellectual property rights. No rights are granted to Customer hereunder other than as expressly set forth herein.
- 7.2 Access to and Use of Content.** Customer has the right to access and use applicable Content subject to the terms of applicable Order Forms, this Agreement and the Documentation.
- 7.3 License by Customer to ADVISORCONX.** Customer grants ADVISORCONX, its Affiliates and applicable contractors a worldwide, limited-term license to host, copy, use, transmit, and display any Non-ADVISORCONX Applications and program code created by or for Customer using a Service or for use by Customer with the Services, and Customer Data, each as appropriate for ADVISORCONX to provide and ensure proper operation of the Services and associated systems in accordance with this Agreement. If Customer chooses to use a Non-ADVISORCONX Application with a Service, Customer grants ADVISORCONX permission to allow the Non-ADVISORCONX Application and its provider to access Customer Data and information about Customer’s usage of the Non-ADVISORCONX Application as appropriate for the interoperation of that Non-ADVISORCONX Application with the Service. Subject to the limited licenses granted herein, ADVISORCONX acquires no right, title or interest from Customer or its licensors under this Agreement in or to any Customer Data, Non-ADVISORCONX Application or such program code.
- 7.4 License by Customer to Use Feedback.** Customer grants to ADVISORCONX and its Affiliates a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into its services any suggestion, enhancement request, recommendation, correction or other feedback provided by Customer or Users

relating to the operation of ADVISORCONX's or its Affiliates' services.

8. CONFIDENTIALITY

8.1 Definition of Confidential Information. "Confidential Information" means all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information of Customer includes Customer Data; Confidential Information of ADVISORCONX includes the Services and Content, and the terms and conditions of this Agreement and all Order Forms (including pricing). Confidential Information of each party includes business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party. For the avoidance of doubt, the non-disclosure obligations set forth in this "Confidentiality" section apply to Confidential Information exchanged between the parties in connection with the evaluation of additional ADVISORCONX services.

8.2 Protection of Confidential Information. As between the parties, each party retains all ownership rights in and to its Confidential Information. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to (i) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (ii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not materially less protective of the Confidential Information than those herein. Neither party will disclose the terms of this Agreement or any Order Form to any third party other than its Affiliates, legal counsel and accountants without the other party's prior written consent, provided that a party that makes any such disclosure to its Affiliate, legal counsel or accountants will remain responsible for such Affiliate's, legal counsel's or accountant's compliance with this "Confidentiality" section. Notwithstanding the foregoing, ADVISORCONX may disclose the terms of this Agreement and any applicable Order Form to a subcontractor or Non-ADVISORCONX Application Provider to the extent necessary to perform ADVISORCONX's obligations under this Agreement, under terms of confidentiality materially as protective as set forth herein.

8.3 Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's

cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information.

9. REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS

9.1 Representations. Each party represents that it has validly entered into this Agreement and has the legal power to do so.

9.2 ADVISORCONX Warranties. ADVISORCONX warrants that during an applicable subscription term (a) this Agreement, the Order Forms and the Documentation will accurately describe the applicable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data, (b) ADVISORCONX will not materially decrease the overall security of the Services, (c) the Services will perform materially in accordance with the applicable Documentation, and (d) subject to the "Integration with Non-ADVISORCONX Applications" section above, ADVISORCONX will not materially decrease the overall functionality of the Services. For any breach of a warranty above, Customer's exclusive remedies are those described in the "Termination" and "Refund or Payment upon Termination" sections below.

9.3 Disclaimers. Except as expressly provided herein, neither party makes any warranty of any kind, whether express, implied, statutory or otherwise, and each party specifically disclaims all implied warranties, including any implied warranty of merchantability, fitness for a particular purpose or non-infringement, to the maximum extent permitted by applicable law. Content and beta services are provided "as is," and as available exclusive of any warranty whatsoever.

10. MUTUAL INDEMNIFICATION

10.1 Indemnification by ADVISORCONX. ADVISORCONX will defend Customer against any claim, demand, suit or proceeding made or brought against Customer by a third party alleging that any Purchased Service infringes or misappropriates such third party's intellectual property rights (a "Claim Against **Customer**"), and will indemnify Customer from any damages, attorney fees and costs finally awarded against Customer as a result of, or for amounts paid by Customer under a settlement approved by ADVISORCONX in writing of, a Claim Against Customer, provided Customer (a) promptly gives ADVISORCONX written notice of the Claim Against Customer, (b) gives ADVISORCONX sole control of the defense and settlement of the Claim Against Customer (except that ADVISORCONX may not settle any Claim Against Customer unless it unconditionally releases Customer of all liability), and (c) gives ADVISORCONX all reasonable assistance, at ADVISORCONX's expense. If ADVISORCONX receives information about an infringement or misappropriation claim related to a Service, ADVISORCONX may in its discretion and at no cost to Customer (i) modify the Services so that they are no longer claimed to infringe or misappropriate, without breaching ADVISORCONX's

warranties under “ADVISORCONX Warranties” above, (ii) obtain a license for Customer’s continued use of that Service in accordance with this Agreement, or (iii) terminate Customer’s subscriptions for that Service upon 30 days’ written notice and refund Customer any prepaid fees covering the remainder of the term of the terminated subscriptions. The above defense and indemnification obligations do not apply if (1) the allegation does not state with specificity that the Services are the basis of the Claim Against Customer; (2) a Claim Against Customer arises from the use or combination of the Services or any part thereof with software, hardware, data, or processes not provided by ADVISORCONX, if the Services or use thereof would not infringe without such combination; (3) a Claim Against Customer arises from Services under an Order Form for which there is no charge; or (4) a Claim against Customer arises from Content, a Non-ADVISORCONX Application or Customer’s breach of this Agreement, the Documentation or applicable Order Forms.

10.2 Indemnification by Customer. Customer will defend ADVISORCONX and its Affiliates against any claim, demand, suit or proceeding made or brought against ADVISORCONX by a third party alleging (a) that any Customer Data or Customer’s use of Customer Data with the Services, (b) a Non-ADVISORCONX Application provided by Customer, or (c) the combination of a Non-ADVISORCONX Application provided by Customer and used with the Services, infringes or misappropriates such third party’s intellectual property rights, or arising from Customer’s use of the Services or Content in an unlawful manner or in violation of the Agreement, the Documentation, or Order Form (each a “Claim Against **ADVISORCONX**”), and will indemnify ADVISORCONX from any damages, attorney fees and costs finally awarded against ADVISORCONX as a result of, or for any amounts paid by ADVISORCONX under a settlement approved by Customer in writing of, a Claim Against ADVISORCONX, provided ADVISORCONX (a) promptly gives Customer written notice of the Claim Against ADVISORCONX, (b) gives Customer sole control of the defense and settlement of the Claim Against ADVISORCONX (except that Customer may not settle any Claim Against ADVISORCONX unless it unconditionally releases ADVISORCONX of all liability), and (c) gives Customer all reasonable assistance, at Customer’s expense. The above defense and indemnification obligations do not apply if a Claim Against ADVISORCONX arises from ADVISORCONX’s breach of this Agreement, the Documentation or applicable Order Forms.

10.3 Exclusive Remedy. This “Mutual Indemnification” section states the indemnifying party’s sole liability to, and the indemnified party’s exclusive remedy against, the other party for any third party claim described in this section.

11. LIMITATION OF LIABILITY

11.1 Limitation of Liability. In no event shall the aggregate liability of each party together with all of its affiliates arising out of or related to this agreement exceed the total amount paid by customer and its affiliates hereunder for the services giving rise to the liability in the twelve months preceding the first incident out of which the liability arose. The foregoing limitation will apply whether an action is in contract or

tort and regardless of the theory of liability, but will not limit customer's and its affiliates' payment obligations under the "fees and payment" section above.

11.2 Exclusion of Consequential and Related Damages. In no event will either party or its affiliates have any liability arising out of or related to this agreement for any lost profits, revenues, goodwill, or indirect, special, incidental, consequential, cover, business interruption or punitive damages, whether an action is in contract or tort and regardless of the theory of liability, even if a party or its affiliates have been advised of the possibility of such damages or if a party's or its affiliates' remedy otherwise fails of its essential purpose. The foregoing disclaimer will not apply to the extent prohibited by law.

12. TERM AND TERMINATION

12.1 Term of Agreement. This Agreement commences on the date Customer first accepts it and continues until all subscriptions hereunder have expired or have been terminated.

12.2 Term of Purchased Subscriptions. The term of each subscription shall be as specified in the applicable Order Form. Except as otherwise specified in an Order Form, subscriptions will automatically renew for additional periods equal to the expiring subscription term or one year (whichever is shorter), unless either party gives the other written notice (email acceptable) at least 30 days before the end of the relevant subscription term. Except as expressly provided in the applicable Order Form, renewal of promotional or one-time priced subscriptions will be at ADVISORCONX's applicable list price in effect at the time of the applicable renewal. Notwithstanding anything to the contrary, any renewal in which subscription volume or subscription length for any Services has decreased from the prior term will result in re-pricing at renewal without regard to the prior term's per-unit pricing.

12.3 Termination. A party may terminate this Agreement for cause (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

12.4 Refund or Payment upon Termination. If this Agreement is terminated by Customer in accordance with the "Termination" section above, ADVISORCONX will refund Customer any prepaid fees covering the remainder of the term of all Order Forms after the effective date of termination. If this Agreement is terminated by ADVISORCONX in accordance with the "Termination" section above, Customer will pay any unpaid fees covering the remainder of the term of all Order Forms to the extent permitted by applicable law. In no event will termination relieve Customer of its obligation to pay any fees payable to ADVISORCONX for the period prior to the effective date of termination.

12.5 Surviving Provisions. The sections titled "Free Services," "Fees and Payment," "Proprietary Rights and Licenses," "Confidentiality," "Disclaimers," "Mutual Indemnification," "Limitation of Liability," "Refund or Payment upon Termination," "Removal of Content and Non-ADVISORCONX Applications," "Surviving Provisions" and "General Provisions" will survive any termination or expiration of this Agreement, and the section titled "Protection of Customer Data" will survive any

termination or expiration of this Agreement for so long as ADVISORCONX retains possession of Customer Data.

13. GENERAL PROVISIONS

- 13.1 Anti-Corruption.** Neither party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other party in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction.
- 13.2 Entire Agreement and Order of Precedence.** This Agreement is the entire agreement between ADVISORCONX and Customer regarding Customer's use of Services and Content and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. The parties agree that any term or condition stated in a Customer purchase order or in any other Customer order documentation (excluding Order Forms) is void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable Order Form, (2) this Agreement, and (3) the Documentation. Titles and headings of sections of this Agreement are for convenience only and shall not affect the construction of any provision of this Agreement.
- 13.3 Relationship of the Parties.** The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. Each party will be solely responsible for payment of all compensation owed to its employees, as well as all employment-related taxes.
- 13.4 Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.
- 13.5 Waiver.** No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right.
- 13.6 Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect.
- 13.7 Assignment.** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other party's prior written consent (not to be unreasonably withheld); provided, however, either party may assign this Agreement in its entirety (including all Order Forms), without the other party's consent to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Notwithstanding the foregoing, if a party is acquired by, sells substantially all of its assets to, or undergoes a change of control in favor of, a direct competitor of the other party, then such other party may terminate this Agreement upon written notice. In the event of such a termination, ADVISORCONX will refund Customer any prepaid fees covering the remainder of the term of all subscriptions for the period after the effective date of such termination. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

13.8 ADVISORCONX Contracting Entity, Notices, Governing Law, and Venue.

The laws of the Province of Ontario and the laws of Canada applicable therein shall govern as to the interpretation, validity and effect of this agreement. You consent and submit to the exclusive jurisdiction of the courts of the Province of Ontario in any action or proceeding instituted under or related to this agreement.