

TRIAL Master Subscription Agreement

This Trial Master Subscription Agreement ("**Agreement**") is for Your use of the Trial Edition to develop and maintain applications and services that interoperate with or complement Our online platform and/or applications.

YOU INDICATE YOUR ACCEPTANCE OF THIS AGREEMENT BY CLICKING A CHECK BOX OR BUTTON OR EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, OR BY ACCESSING THE TRIAL EDITION. BY ACCEPTING THIS AGREEMENT, YOU AGREE TO ITS TERMS. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE TRIAL EDITION.

You may not, without our prior written consent, access or use the TRIAL EDITION:

- for production purposes, or
- if You are Our direct competitor, or
- to monitor the availability, performance or functionality of the TRIAL EDITION, or
- for any other benchmarking or competitive purposes.

This Agreement was last updated on July 01, 2016. It is effective between You and Us as of the date of You accept this Agreement.

1. DEFINITIONS

"Affiliate" means any entity which 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.

"Order Form" means the ordering documents for any purchases of Supplemental TRIAL EDITION hereunder, including addenda thereto, that are entered into by You and Us from time to time. Order Forms shall be deemed incorporated herein by reference.

"User Guide" means the online documents, recipes and FAQ for the TRIAL EDITION, accessible via odaseva.com platform at <http://www.odaseva.com> as updated from time to time.

"Third-Party Applications" means online, Web-based applications and offline software products that are provided by third parties, interoperate with the TRIAL EDITION, and are identified as third-party applications.

"User" means an individual who is authorized by You to use the TRIAL EDITION and who has been supplied a user identification and password by You (or by Us at Your request). A User may be, without limitation, your employee, consultant, contractor or agent, or a third party with which You transact business, or an employee or contractor of such a third party.

"We," "Us" or "Our" means the odaseva.com Inc company

"You" or "Your" means the company or other legal entity for which you are accepting this Agreement, and Affiliates of that company or entity.

"Your Data" means all electronic data or information submitted by You to the TRIAL EDITION.

2. PROVISION AND USE OF TRIAL EDITION

2.1. Provision of TRIAL EDITION. We shall make the TRIAL EDITION available to You pursuant to this Agreement.

2.2. User Subscriptions. Unless otherwise agreed in writing by Us, TRIAL EDITION are made available as User Subscriptions and may be accessed by a number of Users no greater than the number of user IDs we allocate to You. User Subscriptions are for designated Users and cannot be shared or used by more than one User but may be reassigned to new Users replacing former Users who no longer require ongoing use of the TRIAL EDITION.

2.3. Our Responsibilities. We shall use commercially reasonable efforts to: (i) make the TRIAL EDITION available 24 hours a day, 7 days a week, except for: (a) planned downtime, or (b) any unavailability caused by circumstances beyond Our reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Our employees), or Internet service provider failures or delays, and (ii) provide the TRIAL EDITION in accordance with applicable laws and government regulations. The Basic TRIAL EDITION exclude support. We may make developer support available separately as a Supplemental Trial Edition or through other programs from time to time.

2.4. Your Responsibilities. You shall (i) be responsible for Users' compliance with this Agreement, (ii) be solely responsible for the accuracy, quality, integrity and legality of Your Data and of the means by which You acquired Your Data, (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the TRIAL EDITION, and notify Us promptly of any such unauthorized access or use, and (iv) use the TRIAL EDITION only in accordance with the User Guide and applicable laws and government regulations. You shall not (a) make the TRIAL EDITION available to any person or entity other than Users, (b) sell, resell, rent or lease the Developer Services, (c) use the TRIAL EDITION to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy or confidentiality rights, (d) use the TRIAL EDITION to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of the TRIAL EDITION or third-party data contained therein, or (f) attempt to gain unauthorized access to the TRIAL EDITION or their related systems or networks.

2.5. Usage Limitations. TRIAL EDITION may be subject to other limitations, such as, for example, limits on disk storage space, on the number of calls You are permitted to make against Our application programming interface. Any such limitations are specified in the User Guide or the Order Form.

3. THIRD-PARTY PROVIDERS

3.1. Your Acquisition of Third-Party Products and Services. To use the TRIAL EDITION, You must have a supported computer device, Web browser and Internet connection; no purchase of any other third-party products or services is required to use the TRIAL EDITION. We may offer Third-Party Applications for sale under Order Forms. Any other acquisition by You of third-party products or services, including but not limited to Third-Party Applications and implementation, customization and other consulting services, and any exchange of data between You and any third-party provider, are solely between You and the applicable third-party provider. We do not warrant or support third-party products or services, whether or not they are designated by Us as "certified" or otherwise, except as specified in an Order Form.

3.2. Third-Party Applications and Your Data. If You install or enable Third-Party Applications for use with the TRIAL EDITION, You acknowledge that We may allow providers of those Third-Party Applications to access Your Data as required for the interoperation of such Third-Party Applications with the TRIAL EDITION. We shall not be responsible for any disclosure, modification or deletion of Your Data resulting from any such access by Third Party Application providers.

3.3. Trial Edition Features that Integrate with Third-Party Services. The TRIAL EDITION contain features designed to interoperate with third-party services (which may include, for example, Amazon AWS and Salesforce). Such Trial Edition features depend on those third-party providers continuing to make their services, including their application programming interfaces ("**APIs**") where applicable, available for the Trial Edition. If any of those third-party service providers ceases to make its applicable services or APIs available on reasonable terms for the TRIAL EDITION, We may cease

providing the corresponding features without entitling You to any refund, credit, or other compensation.

4. NO FEES FOR TRIAL EDITION

We currently provide the TRIAL EDITION at no charge. We reserve the right to change our pricing policies for TRIAL EDITION at any time in our sole discretion. We will provide you reasonable notice of any such changes.

5. PROPRIETARY RIGHTS

5.1. Reservation of Rights. Subject to the limited rights expressly granted hereunder, We reserve all rights, title and interest in and to the TRIAL EDITION, including all related intellectual property rights. No rights are granted to You hereunder other than as expressly set forth herein.

5.2. Restrictions. You shall not (i) permit any third party to access the TRIAL EDITION except as permitted herein, in an Order Form or in the User Guide, (ii) create derivative works based on the TRIAL EDITION, (iii) copy, frame or mirror any part or content of the TRIAL EDITION, other than copying or framing on Your own intranets or otherwise for Your own internal business purposes, (iv) reverse engineer the TRIAL EDITION, or (v) access the TRIAL EDITION in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the TRIAL EDITION.

5.3. Your Applications and Code. You authorize Us to host, copy, transmit, display and adapt Your Applications and any program code that You or any User create using the TRIAL EDITION, solely as necessary for Us to provide the TRIAL EDITION in accordance with this Agreement. Subject to the above, We acquire no right, title or interest from You or Your licensors under this Agreement in or to Your Applications or any program code created by You or by a third party for You, including any intellectual property rights therein.

5.4. Customer Data. Subject to the limited rights granted by You hereunder, We acquire no right, title or interest from You or Your licensors under this Agreement in or to Your Data, including any intellectual property rights therein.

5.5. Suggestions. We shall have a royalty-free, worldwide, irrevocable, perpetual license to use or incorporate into the TRIAL EDITION and other online services any suggestions, enhancement requests, recommendations or other feedback provided by You, including Users, relating to the operation of the TRIAL EDITION.

5.6. Competitive Applications. Subject to Our and Your respective rights and obligations under this Agreement, We acknowledge that You may develop and make available products and services that are similar to or otherwise compete with Our products and services, and You acknowledge that We may develop and make available products and services that are similar to or otherwise compete with Your products and services.

6. CONFIDENTIALITY

6.1. Definition of Confidential Information. As used herein, "**Confidential Information**" means, in the case of information disclosed by Us to You, the TRIAL EDITION; and in the case of information disclosed by You to Us, Your Data, and information regarding applications or other materials developed using the TRIAL EDITION to the extent disclosed to Us by the hosting of such applications or materials on our platform or to the extent disclosed to our Customer Support organization. However, Confidential Information shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the disclosing party (the "**Disclosing Party**"), (ii) was known to the receiving party (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.

6.2. Protection of Confidential Information. Except as otherwise permitted in writing by the Disclosing Party, (i) the Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) the Receiving Party shall limit access to Confidential Information of the Disclosing Party to those of its employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein.

6.3. Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such 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 such Confidential Information.

7. LIMITED WARRANTIES AND DISCLAIMERS

Each party represents and warrants that it has the legal power to enter into this Agreement. EXCEPT AS PROVIDED IN THE PRECEDING SENTENCE AND IN SECTION 11.5 (WARRANTIES) BELOW, NEITHER PARTY MAKES IN THIS AGREEMENT ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

8. INDEMNIFICATION

You shall defend Us against any claim, demand, suit, or proceeding ("**Claim**") made or brought against Us by a third party alleging that Your Data, or applications or other materials developed by You using the Developer Services, infringe or misappropriate the intellectual property rights of a third party or violate applicable law (to the extent such infringement, misappropriation or violation do not arise from the TRIAL EDITION), and shall indemnify Us for any damages finally awarded against, and for reasonable attorney's fees incurred by, Us in connection with any such Claim; provided, that We (a) promptly give You written notice of the Claim; (b) give You sole control of the defense and settlement of the Claim (provided that You may not settle any Claim unless the settlement unconditionally release Us of all liability); and (c) provide to You all reasonable assistance, at Our expense. The foregoing states Your sole liability and Our exclusive remedy for any type of Claim described in this Section.

9. LIMITATION OF LIABILITY

9.1. Limitation of Liability. IN NO EVENT SHALL OUR AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE TOTAL AMOUNT PAID BY YOU HEREUNDER OR, WITH RESPECT TO ANY SINGLE INCIDENT, THE LESSER OF \$5,000 OR THE AMOUNT PAID BY YOU HEREUNDER IN THE 12 MONTHS PRECEDING THE INCIDENT.

9.2. Exclusion of Consequential and Related Damages. IN NO EVENT SHALL WE HAVE ANY LIABILITY TO YOU FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

10. TERM AND TERMINATION

10.1. Term of Agreement. This Agreement commences on the date You accept it and continues until all User Subscriptions granted in accordance with this Agreement have expired or been terminated.

10.2. Term of Basic Trial Edition User Subscriptions. User Subscriptions for Basic TRIAL EDITION commence on the date you accept this Agreement and continue until terminated by either party in accordance with Section 10.3 (Termination of Basic Trial Edition User Subscriptions).

10.3. Termination. You may terminate Basic Trial Edition User Subscriptions without cause at any time upon written notice to Us. We may terminate Basic Trial Edition User Subscriptions (i) at any time without cause upon 60 days' written notice to You, (ii) upon notice to You if Your Basic TRIAL EDITION have not been accessed by a User for 6 months or longer, or (iii) upon 7 days' written notice to You of a material breach of this Agreement if such breach remains uncured at the expiration of such period. Notwithstanding the above, to the extent any Basic Trial Edition User Subscriptions are required to use Supplemental Trial Edition User Subscriptions, the parties' rights to terminate such Basic Trial Edition User Subscriptions will be governed by Section 11.7(b) (Termination of Agreement for Cause) instead of this Section.

10.4. Return of Your Data. Upon request by You made within 30 days after the effective date of termination of a TRIAL EDITION subscription, We will make available to You for download a file of Your Data in comma separated value (.csv) format along with attachments in their native format. After such 30-day period, We shall have no obligation to maintain or provide any of Your Data and shall thereafter, unless legally prohibited, delete all of Your Data in Our systems or otherwise in Our possession or under Our control.

10.5. Loss of Applications and Materials. UPON ANY TERMINATION OF THIS AGREEMENT, ALL APPLICATIONS AND OTHER MATERIALS DEVELOPED BY YOU USING THE TRIAL EDITION AND HOSTED ON OUR PLATFORM WILL BE PERMANENTLY LOST.

10.6. Surviving Provisions. Sections 5 (Proprietary Rights), 6 (Confidentiality), 7 (Limited Warranties and Disclaimers), 8 (Indemnification), 9 (Limitation of Liability), 10.4 (Return of Your Data), 11 (Who You Are Contracting With, Notices, Governing Law and Jurisdiction) and 12 (General Provisions) shall survive any termination or expiration of this Agreement.

11. WHO YOU ARE CONTRACTING WITH, NOTICES, GOVERNING LAW AND JURISDICTION

11.1. General. This Agreement shall be governed by the laws of California both as to interpretation and performance, without regard to California's choice of law requirements. Us and You agree that any legal suit, action or proceeding arising out or relating to this agreement will be commenced in a federal court in the northern district of California or in state court in the country or San Francisco, California, and each party hereto irrevocably submits to the exclusive jurisdiction and venue or any such court in any such suit, action or proceeding.

11.2. Manner of Giving Notice. Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery, (ii) the second business day after mailing, (iii) the second business day after sending by confirmed facsimile, or (iv) the first business day after sending by email (provided email shall not be sufficient for notices of termination or an indemnifiable claim). Notices to You shall be addressed to the system administrator designated by You for Your relevant Services account, and in the case of billing-related notices, to the relevant billing contact designated by You.

11.3. Agreement to Governing Law and Jurisdiction. Each party agrees to the applicable governing law above without regard to choice or conflicts of law rules, and to the exclusive jurisdiction of the applicable courts above.

11.4. Waiver of Jury Trial. Each party hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.

12. GENERAL PROVISIONS

12.1. Export Compliance. Each party shall comply with the export laws and regulations of the United States and other applicable jurisdictions in providing and using the Services. Without limiting the foregoing, (i) each party represents that it is not named on any U.S. government list of persons or entities prohibited from receiving exports, and (ii) You shall not permit Users to access or use Services in violation of any U.S. export embargo, prohibition or restriction.

12.2. 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.

12.3. No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

12.4. Waiver and Cumulative Remedies. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

12.5. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

12.6. Attorney Fees. You shall pay on demand all of Our reasonable attorney fees and other costs incurred by Us to collect any fees or charges due Us under this Agreement following Your breach of Section 6.2 (Invoicing and Payment)

12.7. Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld).

Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Order Forms), without consent of the other party, to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. A party's sole remedy for any purported assignment by the other party in breach of this paragraph shall be, at the non-assigning party's election, termination of this Agreement upon written notice to the assigning party. In the event of such a termination, We shall refund to You any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

12.8. Entire Agreement. This Agreement, including all exhibits and addenda hereto and all Order Forms, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and either signed or accepted electronically by the party against whom the modification, amendment or waiver is to be asserted. However, to the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any exhibit or addendum hereto or any Order Form, the terms of such exhibit, addendum or Order Form shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in Your purchase order or other order documentation (excluding Order Forms) shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.