

ORANJ SUBSCRIPTION AGREEMENT

THIS SUBSCRIPTION AGREEMENT GOVERNS ACCESS TO AND USE OF, THE ORANJ™ SOFTWARE APPLICATION, THIS WEBSITE AND RELATED SYSTEM, INCLUDING ALL UPDATES, ENHANCEMENTS AND RELATED MATERIAL PROVIDED TO YOU AND THE ENTITY YOU REPRESENT (I.E. THE “LICENSEE”) ON THIS SITE. Oranj™ is a trademark and trade name of Investment Grade Technologies, LLC, a Delaware limited liability company d/b/a Oranj (hereafter, along with its affiliates and each of their successors and assigns, “Oranj”). PLEASE READ THIS AGREEMENT CAREFULLY. BY USING THE SYSTEM, YOU ARE CONFIRMING THAT YOU HAVE READ AND UNDERSTAND, AND LICENSEE AGREES TO BE BOUND BY, THIS AGREEMENT. IF LICENSEE DOES NOT AGREE TO THIS AGREEMENT, LICENSEE MAY NOT USE THE SYSTEM OR THIS WEBSITE. This Agreement is in addition to (and does not limit) any other agreements Licensee may have with Oranj.

ORANJ MAY UPDATE AND CHANGE, AND/OR ASSIGN OR TRANSFER, THIS AGREEMENT FROM TIME TO TIME WITHOUT NOTICE TO LICENSEE. LICENSEE IS RESPONSIBLE FOR REVIEWING THIS AGREEMENT WHEN USING THE SYSTEM, AND ORANJ IS RELYING UPON ITS AGREEMENT TO THIS AGREEMENT, AS AMENDED, WHEN PROVIDING THE SYSTEM.

To use the System: (i) you must be 18 years of age or older, and authorized to legally bind Licensee; (ii) Licensee must be an authorized investment company, institution or advisor; (iii) Licensee must be registered with Oranj pursuant to its registration requirements and meet all eligibility for a Subscription Agreement; and (iv) Licensee must be authorized to use the System through a user id/password provided by Oranj.

1. Definitions

“Agreement” means this Subscription Agreement, including all exhibits, schedules, SOWs (if applicable) and other addendums hereto (as amended from time to time).

“Claims” means claims, demands, suits, losses, damages, costs and expenses (including without limitation, any and all fees, costs, disbursements and expenses of attorneys, experts, personnel and consultants incurred in the defense of such claims).

“Host System” means the shared host computer system (as updated and modified) maintained and operated by or on behalf of Oranj.

“Oranj Confidential Information” means the Software, the System, the Updates and Enhancements (as such terms are defined herein), all information, material, documents, trade secrets and know-how related to the Software, System and/or the Updates and Enhancements, and other documentation and information provided in connection with this Agreement, if any, including but not limited to the terms of Schedule A to this Agreement.

“Licensee Confidential Information” means all information, material, documents, and trade secrets provided by Licensee or its Licensee Customers (as defined herein) to Oranj in connection with this Agreement, including but not limited to the confidential proprietary data of Licensee’s Customers stored on the System, and any copies thereof, but expressly excluding any Oranj Confidential Information.

“Software” means the *Oranj* computer software application accessed on the terms herein via the Host System, any Updates, any Enhancements, any files created or used by the software programs, and all related documentation.

“System” means the Software and Host System, collectively.

“Website” means the address on the World Wide Web through which Licensee may access the Software on the Host System.

2. Grant of License

Subject to the terms and conditions of this Agreement, Oranj hereby grants Licensee a limited, non-exclusive and non-transferable right during the Term (as defined herein) hereof to use the System solely for its internal business operations in the following manner:

- (i) to access the System via the Internet and wireless services and to send and retrieve Licensee Customers’ data from the System;
- (ii) to create and display online and offline printouts of the Licensee Confidential Information retrieved from the System;
- (iii) to reproduce, analyze, print and display such printouts; and
- (iv) to permit proper use of the Software (through Licensee) by customers and prospective customers of Licensee (who have properly created an Oranj Account, agreed to have their information accessed by Oranj and Licensee, and otherwise comply with all instructions and requirements for using the System) on the System (“Licensee Customers”) to access such individual’s own account information.

No other use of the System is permitted. Licensee grants to Oranj and shall acquire from Licensee Customers if necessary, all rights to store Licensee Confidential Information on

a database and use such information as intended hereby. Licensee will input its information into the System in any method and format required by Oranj.

3. Restrictions of Use

(a) Licensee may not make copies of the Software without the prior written consent of Oranj.

(b) Licensee may not use the System or any information or output therefrom for any purpose other than for Licensee's internal business purposes. Licensee shall not sell, assign, distribute, transfer, lease, sublet, rent, modify, sublicense, decompile, unbundle, disassemble, reverse engineer, create derivative works of, store, time-share, display, publish, broadcast, circulate, market, donate, copy, duplicate, create, recreate, disseminate, retransmit, or commercially exploit the Software, the System or the documentation, any part thereof, and/or any information or output therefrom; provided, however, Licensee may make a reasonable number of copies of the documentation for Licensee's internal use.

(c) Licensee shall not remove any of Oranj's copyright or other proprietary rights notices included in or on any of the Software and shall reproduce and include the copyright notice on any copy of the Software.

(d) Except with respect to commercially available applications commonly known as "web browser" software or other applications (which may include mobile applications), in each case approved by Oranj in writing, Licensee agrees not to use any software, program application or other device to access or log on to the System or to automate the process of obtaining, downloading, transferring or transmitting any content or information to or from the System. Licensee agrees to use such versions and releases of web browser software as Oranj may indicate to Licensee in writing from time to time. Licensee shall also comply, and shall ensure the Licensee Customers comply, with any authorization, set-up and use procedures, privacy policy and terms of use, related to accessing and using the System promulgated from time to time by Oranj or its providers ("Terms of Use").

(e) Licensee may not operate a production model of the Software except on the Host System platform. In no way may Licensee download or attempt to download the Software, or access or attempt to access System Source Code. Licensee shall not permit any unauthorized or unintended access or use of the System by its employees, Licensee Customers, or other individuals through Licensee or using Licensee's access or user codes.

(f) Licensee may not access or attempt to access any information of other investment firms, advisors or users. Licensee may expressly only access information of its own Licensee Customers.

(g) Licensee will not export, re-export or transship the System, or any documentation related thereto, or any portion or derivative thereof, outside of the United States without the prior written consent of Oranj. Licensee will be solely responsible for complying fully with all applicable export laws and regulations of the United States and any other relevant jurisdiction with respect to Licensee's use of the Software and the System and will assure that none of the System or any documentation related thereto, or any portion or derivative thereof, is exported, directly or indirectly, in violation of United States law. Licensee shall not permit users outside the United States to have access to the System through Licensee.

(h) Licensee shall ensure that Licensee Customers: (i) solely access and use the System in the manner intended by, and for purposes permitted by, Oranj; (ii) do not access any other participants' information or account; (iii) comply with all security and authorization procedures for access and use of the System; (iv) comply with all of the applicable restrictions on Licensee herein; and (v) comply with all Terms of Use. Licensee is responsible and liable for all access, use, actions, and omissions of, and compliance of the terms herein by, Licensee Customers, and other individuals who access the System through Licensee or using Licensee's access or user codes. Licensee shall promulgate adequate authentication and use procedures for Licensee Customers' use of the System as permitted herein.

(i) Licensee shall provide written notice to Oranj of its authorized system administrator employees who should be given access to the System as Licensee. Licensee shall immediately provide written notice to Oranj of changes to its authorized system administrators so to allow Oranj to modify Licensee authorized access.

LICENSEE MAY NOT USE, COPY OR MODIFY THE SYSTEM, OR ANY COPY OF THE SOFTWARE, IN WHOLE OR IN PART, EXCEPT AS EXPRESSLY PROVIDED FOR IN THIS AGREEMENT. IF LICENSEE ATTEMPTS TO GRANT ACCESS TO THE SOFTWARE OR THE HOST SYSTEM TO ANY PARTY OTHER THAN THE EMPLOYEES OF LICENSEE OR LICENSEE CUSTOMERS, EITHER THROUGH THE TRANSFER OF PASSWORDS OR OTHER IDENTIFYING INFORMATION OR OTHERWISE, THIS LICENSE SHALL BE AUTOMATICALLY TERMINATED.

4. Term

Unless earlier terminated as provided herein, the initial term (the "Initial Term") of this Agreement and the license granted hereunder shall commence on the date of initial click-thru "acceptance" of this Agreement and shall continue for twelve (12) months. Upon expiration of the Initial Term or any Renewal Term, the Agreement, unless earlier terminated as provided herein, will automatically renew for an additional period of twelve (12) months (a "Renewal Term") (the "Initial Term" and any "Renewal Terms" shall be collectively referred to as the "Term"), unless (i) Oranj is notified in writing thirty (30) days prior to the end of the Initial Term or any Renewal Term by Licensee of

its intent to terminate at the end of such term, or (ii) Licensee is notified in writing thirty (30) days prior to the end of the Initial Term or any Renewal Term by Oranj of its intent to terminate at the end of such term.

5. Ownership of Software, Host System, etc.

(a) Oranj, and/or its third party providers and licensors, shall at all times retain ownership of all rights, title and interest in and to the Host System, Software and any copies and parts thereof (including all Enhancements, modifications, revisions, Updates, supplements, interim works and derivative works thereto produced by or on behalf of Oranj or at the request of Licensee or otherwise), any related technical know-how and all copyright, patent and other intellectual property rights therein. Licensee's rights shall be limited solely to use of the System as provided for herein. Licensee understands that, from time to time, Licensee may provide information to Oranj on which Oranj may partly rely to design, structure or develop a modification, improvement, Update or Enhancement of, or add new functionality to the System (“Developments”). Provided that, as developed, such Developments do not contain any information known by Oranj to be confidential information of Licensee and identifiable in its incorporated form as belonging to or coming from Licensee, Licensee hereby consents to Oranj’s use of such information to design, to structure or to determine the scope of such Developments and acknowledges and agrees that any such Developments shall be, and shall remain, the sole and exclusive property of Oranj. Licensee will have no rights, ownership or interest in or to the System except as described herein, and Oranj expressly reserves all rights not otherwise specifically granted hereunder.

(b) Licensee will retain intact and will not modify or remove any of Oranj’s or its licensors/providers’ trademarks, service marks, logos, copyright and/or trademarks designators or makings, ownership indicators from any splash or display screens, report forms, printout pages, or other forms of retrieved data or displays of the System (regardless of medium), including partial copies or reproductions thereof. Licensee acknowledges and agrees that a copyright notice shall not cause, or be deemed or construed as causing, System, or documentation to be a published copyright work or to be in the public domain.

6. Updates; Support Services; SOWs

(a) Oranj may provide Updates to the Software from time to time by directly installing the Update on the Host System pursuant to Oranj’s Update implementation schedule for Licensee. Oranj shall notify Licensee via e-mail of the new Update along with “release notes” as deemed appropriate by Oranj. For Updates deemed “material” by Oranj: (i) Oranj shall permit Licensee a period of time (in no case more than 30 days) to become familiar with the Update in a non-active environment; and (ii) following such period and on Oranj’s implementation schedule for the Licensee, the Update shall be

inputted into the live System environment. Licensee agrees to only use the Updated Software, which shall be deemed part of the Software and licensed hereunder, and to discontinue all use of any prior version of the Software. Licensee acknowledges that Oranj will not be obligated to continue to support or keep active any prior version of the Software once an Update is released and active for the Licensee. When used herein, the term “Updates” refers to any modifications to the Software, including without limitation, those necessitated by changes in law or interpretations thereof, that Oranj makes generally available to licensees as part of the basic Software package (for the avoidance of doubt, Licensee shall not be entitled to Software customizations which are not generally made available by Oranj to licensees). Oranj is the sole arbiter of whether a given update or enhancement constitutes an Update for purposes of this Agreement. Updates shall be made available to Licensee without additional charge or fee. Oranj may, however, charge for Enhancements (as hereinafter defined) to the Software from time to time. When used herein, the term “Enhancements” means those changes or modifications to the Software that are not generally made available by Oranj to licensees as part of the basic Software package. If Licensee desires to have created or utilize any Enhancements, the additional licensee fee and/or charge for such Enhancements, if any, will be set forth in a separate written Statement of Work describing the services to be performed and signed by each of the parties hereto (each, an “SOW”). Updates and Enhancements may disable or delete features of the Software as necessary, including without limitation due to a change in relationship with a third party licensor or other partner.

(b) Other than the provision of Updates as indicated in Section 6(a), Oranj shall not be obligated to provide any support, maintenance, training or other services except as may be contracted for in writing for a fee agreed to by Oranj pursuant to an SOW. Services to be provided pursuant to an SOW may be services (which cost an additional fee) different than the creation or utilization of Enhancements.

7. Compensation

(a) Licensee shall pay Oranj the fees specified on Schedule A hereto, in any agreed upon SOW and the other fees referenced herein (the “Fees”), together with any and all reasonable travel and other expenses incurred by Oranj related to this Agreement. The Fees and expenses shall be payable as specified herein, on Schedule A and as indicated in the applicable SOW; provided, however, after the first year of the Initial Term, Oranj may increase the Fees at any time upon no less than sixty (60) days written notice.

(b) Licensee shall pay all sales, use, excise and other taxes that may be assessed on the System, its use by Licensee and its Licensee Customers, or otherwise related to this Agreement, and all Fees due hereunder are exclusive of all such charges.

(c) Payments are due Net twenty (20) days (or when otherwise indicated herein) (the “Due Date”). If payments are not received by the forty-fifth (45th) day (“Late Payments”), Oranj, in addition to any other remedies, shall be entitled to disable the

Software, without advance notice to Licensee, until such time as payment is received in full.

(d) Licensee agrees not to make partial payments, except when authorized in advance by Oranj in writing. Fees not paid in full by the Due Date shall bear interest at the rate of 1.5% per month until paid. Additionally, any partial payments will be considered Late Payments, and shall entitle Oranj to take such actions as Oranj shall determine to be appropriate, including but not limited to the actions set forth in Section 7(c) above, at the option of Oranj.

(e) Licensee shall provide Oranj with proper credit card and/or ACH information for charges hereunder. Schedule A fees (and other fees, expenses and charges for which Oranj deems this process to be practical) shall be autopaid each month via a charge to Licensee's credit card or ACH. Oranj shall provide a monthly receipt regarding such payments. Licensee consents to such charges, and shall maintain updated information and otherwise cooperate with Oranj regarding the foregoing process and payments.

8. Representations, Warranties and Covenants

(a) Oranj represents and warrants to Licensee the following:

1. The Software licensed by Licensee will not violate or infringe upon any registered United States' patent or copyright of any third party (but any remedy for a breach hereof is limited to as indicated in Section 11(a)).

2. When used in the proper environment and when active, the Software will have the basic functionality indicated on Schedule B.

3. Oranj shall use good faith efforts to provide any services to be performed pursuant to an SOW in a diligent and workmanlike manner.

(b) Licensee represents, warrants and covenants to Oranj that:

1. Acquiring, operating and maintaining the proper environment necessary to properly operate and access the System, including without limitation the telecommunications infrastructure, hardware, interfaces and other software, is the sole responsibility of the Licensee.

2. Licensee is responsible for determining whether the System will achieve the results it desires and for selecting qualified personnel to use the System on Licensee's behalf as permitted herein. Licensee is responsible for adopting reasonable measures to limit its exposure with respect to potential losses and damages arising from use, nonuse, interruption, delay, errors, or omissions of or in the System or Internet or wireless service

access, or the results thereof, including (without limitation) examination and confirmation of data prior to use thereof, and provision for identification and correction of errors and omissions. Licensee agrees to maintain at all times alternative methods capable of substitution in the event the System is unavailable to Licensee and/or Licensee Customers for whatever reason.

3. Licensee is solely responsible for complying with all applicable international, federal, state and local laws, rules and regulations relating to the use of the System, the Software and the information and data related thereto, privacy (including without limitation for sharing information with Oranj and putting information on the System), and trading of securities (including without limitation related to late trading and market timing).

4. Licensee shall perform (or contract with Oranj to perform at agreed upon rates) internal training of Licensee's employees regarding proper use of the System.

5. Licensee shall: (i) obtain and maintain an Internet service connection as required to access and use the System from time to time, and (ii) provide a communication connection between Licensee's system and hardware, and the Host System as required.

6. Licensee shall identify a Licensee system expert who is familiar with, and trained regarding the use of, the System, Software and hardware.

7. Licensee's data shall be properly inputted into the System, and no improper or otherwise inappropriate code (such as a virus) shall be inputted into the System.

(c) Each party represents and warrants to the other that:

1. It is duly organized and validly existing under the laws of the jurisdiction of its organization or incorporation and, if relevant under such laws, in good standing.

2. It has the power to execute this Agreement and any other documentation relating to this Agreement to which it is a party, to deliver this Agreement and any other documentation relating to this Agreement that it is required by this Agreement to deliver and to perform its obligations under this Agreement and has taken all necessary action to authorize such execution, delivery and performance.

3. Such execution, delivery and performance do not violate or conflict with any law applicable to it, any provision of its organizational documents, any order or judgment of any court or other agency of government applicable to it or any contractual restriction binding on or affecting it.

4. Its obligations under this Agreement constitute its legal, valid and binding obligations, enforceable in accordance with their respective terms (subject to applicable

bankruptcy, reorganization, insolvency, moratorium or similar laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application regardless of whether enforcement is sought in a proceeding in equity or law).

5. It will comply with all applicable laws and orders to which it may be subject if failure to do so would materially impair its ability to perform its obligations under this Agreement.

6. Other than that Oranj may use Licensee's name and mark in its customer lists (including without limitation on its website), neither party will use the name or mark of the other party (or its affiliates' names or marks) in any manner without the other party's written consent except as required by any applicable federal or state law, rule or regulation, and except pursuant to any mutually agreed upon promotional programs.

9. Host System and Website

(a) Licensee acknowledges and agrees that Oranj (i) offers the Host System and Website solely as a convenience on an "as is" and "as available" basis; subject to the Terms of Use specified on the Host System and Website from time to time, and Licensee agrees to abide by such terms and conditions, and (ii) disclaims all express and implied warranties regarding the Host System and Website, including without limitation any warranty of merchantability, fitness for a particular purpose, or arising from course of dealing or performance. Licensee further acknowledges and agrees that in no event will Oranj, or any of its affiliates, employees, licensors or vendors be liable (in contract, tort, or otherwise) to Licensee, its registered representatives, or third parties for (i) Licensee use or non-use of the Host System and/or the Website and any data or information in connection therewith; (ii) any delay, malfunction, or lack of security associated with, or caused by, the Host System and/or the Website; or (iii) acts or omissions of third parties, including without limitation any entity which has licensed software or systems to Oranj or any of its affiliates in connection with the Host System and/or the Website, including but not limited to the vendor providing the Host System. Except as strictly necessary pursuant to this Agreement, Licensee will not make or permit any disclosure or use of the Host System or Website or any related documentation or information without Oranj's prior written consent. Licensee agrees to provide such security necessary to prevent any unauthorized use of the Host System and Website.

(b) Licensee assumes sole responsibility for the security and integrity of its Internet service and wireless connections, its hardware, and all data and information transmitted to, from, or through the System. Licensee agrees to provide such security as is necessary to prevent any unauthorized use of the System, including without limitation by implementing a user password policy to restrict access to the System. Licensee represents and warrants that it has examined and tested the internal systems that it has developed to support the services outlined in this Agreement and has no knowledge of

any situation or circumstance that will inhibit the Licensee's ability to use the Software, the Website and the Host System in accordance with this Agreement.

(c) As a condition to using the Host System and the Website, Licensee will complete and regularly update, or cause to be updated, all such applications, authorizations, and other documents that may be required from time to time by Oranj and any entity that has licensed software or systems to Oranj in connection with the Host System and/or the Website. In addition, Licensee will immediately notify Oranj if any password issued to Licensee in connection herewith is or may be jeopardized, or if any unauthorized access to the System has occurred or is occurring.

(d) Oranj may change the Host System host or other providers at any time, and Licensee shall cooperate with such change (including without limitation with any related changes such as using a new Website address for access).

10. Confidentiality

(a) Licensee acknowledges that the Oranj Confidential Information is the property of and contains trade secrets of Oranj, and that unauthorized disclosure of the Oranj Confidential Information may cause substantial economic loss to Oranj. Licensee shall, and shall cause its employees, Licensee Customers and permitted consultants to, maintain the confidentiality of the Oranj Confidential Information, and shall not disclose any Oranj Confidential Information to any third party without the express prior written consent of Oranj. Notwithstanding the foregoing, Licensee may, without liability to Oranj, release or disclose Oranj Confidential Information to its employees and consultants, provided that such employees and consultants execute a confidentiality or secrecy agreement with Licensee for the protection and benefit of both Licensee and Oranj, whereby they agree to the same confidentiality restrictions for themselves as applied to Licensee herein with respect to the release and disclosure of Oranj Confidential Information to third parties. Licensee shall not be required to maintain the secrecy or confidentiality of Oranj Confidential Information that (a) has become public knowledge due to no violation of any obligation of confidentiality, (b) has been released to a third party by Oranj without confidentiality restrictions or (c) is required to be disclosed pursuant to applicable law or regulation, regulatory authorities or legal process, provided that (i) Licensee notifies Oranj of such requirement prior to disclosure, and (ii) Licensee makes such disclosures only to the extent necessary to comply with such requirement. Oranj Confidential Information also includes the fees paid by the Licensee to Oranj. Licensee shall only use Oranj Confidential Information as expressly permitted herein.

(b) Oranj shall, and shall cause its employees and contractors to, maintain the confidentiality of the Licensee Confidential Information, and shall not disclose any Licensee Confidential Information to any third party other than its employees and contractors except to provide the services related hereto, as permitted by the Terms of Use, or with the express prior written consent of Licensee. Notwithstanding the foregoing, Oranj shall not be required to maintain the secrecy or confidentiality of

Licensee Confidential Information that (a) has become public knowledge due to no violation of any obligation of confidentiality, (b) has been released to a third party by Licensee without confidentiality restrictions or (c) is required to be disclosed pursuant to applicable law or regulation, regulatory authorities or legal process, provided that (i) Oranj notifies Licensee of such requirement prior to disclosure, and (ii) Oranj makes such disclosures only to the extent necessary to comply with such requirement. In addition, for any non-public personal information of Licensee Customers (“NPI”) disclosed to Oranj hereunder other than by choice of the Licensee Customer, Oranj agrees that it will use such NPI only as follows: (i) as required to fulfill its obligations related hereto; (ii) as permitted by Regulation S-P; or (iii) as required by applicable law. Oranj shall implement policies and procedures reasonably designed to: (A) insure the security and confidentiality of NPI; (B) protect against any anticipated threats or hazards to the security or integrity of NPI; and (C) protect against unauthorized access or use of NPI that could result in substantial harm or inconvenience to any participant.

(c) Each party acknowledges and agrees that the other party’s breach of its obligations under this Section 10 may cause irreparable damage and that such non-breaching party shall be entitled to seek preliminary and other injunctive relief against such a breach or default. Any injunctive relief shall be in addition to and shall in no way limit any rights or remedies otherwise available to the non-breaching party.

11. Indemnification

(a) Oranj shall defend, at its expense, any action brought against Licensee arising out of any claim that Oranj has breached its representation in Section 8A(1) hereof, provided that (x) Licensee shall notify Oranj promptly in writing of any such action, (y) Oranj, at its option, shall have sole control of the defense of any such action and all negotiations and decisions for its settlement or compromise, and (z) further that Licensee shall reasonably cooperate with Oranj in defending such actions. Oranj shall indemnify and hold Licensee harmless against any and all damages and costs awarded against Licensee by final court order regarding the foregoing breach. Notwithstanding the foregoing, Oranj shall have no obligation to indemnify Licensee and shall have no liability to Licensee if the alleged infringement is based on (i) a modification of the System by anyone other than Oranj, (ii) modifications to the System based on Licensee’s request, (iii) the Host System itself, (iv) use of the Software in violation of this Agreement or not in the proper operating environment, or (v) a patent claim for which the existing U.S. Patent issue date is subsequent to the initial click-thru “acceptance” of this Agreement. THIS SECTION STATES THE ENTIRE LIABILITY OF ORANJ AND LICENSEE’S SOLE AND EXCLUSIVE REMEDIES WITH RESPECT TO MISAPPROPRIATION OR INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.

(b) In the defense or settlement of any claim referred to in Section 11(a) above, Oranj may, in its sole judgment: (i) obtain for Licensee the right to continue using the Software; (ii) replace or modify the Software so that it becomes noninfringing; or (iii) if

Oranj cannot reasonably obtain the remedies in (i) or (ii), as its sole obligation, terminate this Agreement, and upon receipt of the infringing Software, all copies thereof and any documentation provided in connection therewith, Licensee shall owe no additional Fees for the period following such termination.

(c) Except for claims for which Oranj is obligated to provide indemnification for under Section 11(a) above, Licensee shall defend, indemnify and hold harmless Oranj from and against any and all Claims arising out of: (i) Licensee's use or nonuse (or any Licensee Customers' or other third party's use or nonuse through Licensee) of the System and/or the Software, including, without limitation, personal injury or death; (ii) Licensee's breach of this Agreement; (iii) unavailability, malfunction or error of the System; (iv) trades of securities, movement of funds and other matters regarding Licensee Customers or their accounts; and (v) the act or omission of any agent, employee, participant, business invitee or business visitor of Licensee, or any others accessing or attempting to access the System using Licensee's access or user codes.

12. Disclaimer of Warranties; Limitation of Liability

(a) THE WARRANTIES GIVEN BY ORANJ IN SECTION 8 ABOVE ARE IN LIEU OF ALL OTHER WARRANTIES WHETHER WRITTEN, ORAL, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND LICENSEE ACKNOWLEDGES THAT THE SOFTWARE, THE WEBSITE AND THE HOST SYSTEM, AS WELL AS ANY UPDATES AND OTHER MATERIALS, AND SERVICES, ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SOFTWARE, THE WEBSITE AND THE HOST SYSTEM IS WITH LICENSEE. ORANJ DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE WILL MEET LICENSEE'S REQUIREMENTS OR THAT THE OPERATION OF THE SOFTWARE, THE WEBSITE OR THE HOST SYSTEM WILL BE UNINTERRUPTED OR ERROR FREE. IN ADDITION, LICENSEE EXPRESSLY AGREES THAT ACCESS TO THE SYSTEM MAY BE LIMITED OR UNAVAILABLE DURING PERIODS OF PEAK DEMAND, SYSTEM UPGRADES, MALFUNCTIONS, OR SCHEDULED OR UNSCHEDULED MAINTENANCE OR FOR OTHER REASONS. ORANJ MAKES NO WARRANTIES REGARDING MATERIALS PROVIDED BY THIRD PARTY LICENSORS OR HOSTS, PARTNERS, ARRANGEMENTS WITH THIRD PARTIES, OR USE OF THIRD PARTY SITES, SYSTEMS OR SERVICES.

(b) EXCEPT AS SPECIFICALLY PROVIDED IN SECTION 11, ORANJ (AND ITS PROVIDERS AND LICENSORS) SHALL NOT BE LIABLE FOR ANY CLAIMS AGAINST LICENSEE BY ANY THIRD PARTY (INCLUDING BY LICENSEE'S EMPLOYEES, PARTICIPANTS OR CONTRACTORS). IN NO CASE, HOWEVER, SHALL ANY LIABILITY OF ORANJ (AND ITS PROVIDERS AND LICENSORS) FOR ANY MATTER RELATED TO THIS AGREEMENT EXCEED THE TOTAL

FEES PAID TO ORANJ BY LICENSEE IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING LICENSEE'S NOTICE TO ORANJ OF A CLAIM. FURTHERMORE, ORANJ (AND ITS PROVIDERS AND LICENSORS) SHALL UNDER NO CIRCUMSTANCES BE LIABLE FOR PUNITIVE, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES RELATING TO LOSS OF USE, INACCURATE RESULTS, LOST DATA, LOST PROFITS OR LOST SAVINGS) WHETHER OR NOT APPRISED OF THE POSSIBILITY THEREOF.

13. Termination and Effects of Termination

(a) This Agreement may be terminated:

1. By either Oranj or Licensee in the event of a material breach of this Agreement by the other party. Such termination in the event of a material breach shall be effective ten (10) days after written notice of such breach is provided by the non-breaching party;

2. By either Oranj or Licensee, immediately upon written notice of termination to the other party, if the other party is adjudicated bankrupt, files a voluntary petition in bankruptcy, makes a general assignment for the benefit of creditors, is unable to meet its obligations in the normal course of business as they fall due or if a receiver, trustee, liquidator and/or administrative receiver is appointed on account of the other party's insolvency; or

3. By mutual agreement of the parties set forth in a writing signed by both parties.

(b) Upon termination:

1. Licensee shall immediately: (i) stop accessing or using the System; (ii) return to Oranj all documentation and all other materials (regardless of medium) provided by Oranj regarding the Software and/or System, and any and all copies, summaries, notes, etc. thereof; and (iii) provide written notice to all Licensee Customers that the Software will no longer be used by Licensee. A senior officer of Licensee shall certify in writing to Oranj that Licensee shall no longer access or use the System and has otherwise completed the requirements of this Section.

2. Oranj will disable access of Licensee (including without limitation of Licensee Customers) to the Software (including all Updates and Enhancements, if any), by disabling access to the Host System, the Website, or otherwise. Accordingly, termination of this Agreement will result in the Software becoming inaccessible by the Licensee. Oranj may expressly retain Licensee and Licensee Customers' records and information for records retention purposes and for legal compliance.

3. Licensee shall remain obligated to Oranj for all Fees due under this Agreement through the date of termination pursuant to the terms herein. Such Fees include all minimum and maintenance fees remaining under this Agreement through such date of termination.

4. The respective rights and obligations of the parties pursuant to the enforceability of the “click-thru” and Sections 3, 5, 7, 9, 10, 11, 12, 13 and 14 shall remain in full force and effect and shall survive termination of this Agreement.

14. Other Provisions

(a) Governing Law, Forum and Timing of Claims: This Agreement shall be construed and enforced in accordance with the laws of the State of Delaware applicable to contracts performed entirely within the State, and without reference to the conflicts of law principles. Subject to the dispute resolution provisions of Section 14(b) hereof, the parties irrevocably consent to resolve any dispute concerning this Agreement or its negotiation in the state or federal courts located in Cook County, Illinois, and expressly waive all defenses and objections based on lack of personal jurisdiction, lack of proper venue, or the inconvenience of the forum. Any claims made by Licensee related to this Agreement must be brought within one (1) year of the date such cause of action accrues.

(b) Dispute Resolution: The parties in good faith shall attempt to resolve disputes arising under the terms of this Agreement through negotiation between executives with full authority to settle the controversy. Either party may give the other written notice of any dispute not resolved in the normal course of business. Within fifteen (15) days after delivery of the disputing party’s notice, the receiving party shall submit to the other a written response. The notice and response shall include (i) a statement of each party’s position and a summary of arguments supporting that position and (ii) the name and title of the executive authorized to act for such party in attempting to resolve the controversy. Within thirty (30) days after delivery of the disputing party’s notice, the named executives of the parties shall meet at a mutually acceptable time and place to attempt to resolve the dispute. In the event that the parties fail to resolve such dispute by negotiation within forty-five (45) days of the giving of the disputing party’s notice, the dispute shall (at any time thereafter upon election of either party) be settled by arbitration, before a single arbitrator in Cook County, Illinois, administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. Each party shall bear its own costs and expenses in connection with any such arbitration and shall equally bear the fees and costs of the arbitrator. The parties agree to be bound by the determination of the arbitration proceedings, which determination shall be legally enforceable and reducible to judgment in any court of competent jurisdiction. In the event that any dispute is submitted to arbitration pursuant to the provisions of Section 14(b), each party shall remain bound to perform its obligations under this Agreement pending the final resolution or determination of such arbitration, except where such obligations entail the disputed payment of monies by one party to the other, such money shall be paid into an interest-bearing escrow account pending such final resolution or

determination. Notwithstanding the foregoing, either party may seek injunctive relief in a court of law or equity to enforce, assert or preserve its rights in: (i) any intellectual property, including without limitation, any rights it has in patents, copyrights, trademarks or trade secrets; or (ii) confidential or proprietary information as described in this Agreement.

(c) Assignment and Delegation: Licensee may not assign its rights or delegate its obligations under this Agreement without the prior written consent of Oranj. Any attempted assignment or delegation by Licensee without such prior consent shall be void. Otherwise, this Agreement shall be binding upon and inure to the benefit of the parties and their heirs, representatives, permitted successors and assigns. Licensee expressly acknowledges that Oranj may use subcontractors, host providers, and other providers related hereto.

(d) Waiver: No provision hereof may be waived unless by a writing signed by the party against whom the waiver is sought to be enforced.

(e) Notices: Notices shall be sent by courier, certified mail, or facsimile (with fax confirmation) to the addresses or facsimile numbers set forth below, or to any succeeding address or facsimile number provided to a party by notice hereunder, if applicable:

If to Oranj:

Investment Grade Technologies, LLC (d/b/a Oranj)
351 W. Hubbard St, Suite 501
Chicago, IL 60654
Attention: Legal Department

If to Licensee:

To the address then indicated in Oranj's records.

(f) Independent Contractors: The parties hereby acknowledge that they are independent contractors and that no joint venture, partnership, agency, or employment agreement is created hereby.

(g) Severability. If any provision of this Agreement is found to be illegal, invalid, unenforceable or void by a court of competent jurisdiction, then both parties shall comply with the provisions to the extent permitted by law. However, if the remaining provisions of this Agreement shall not be affected by such finding, then such remaining provisions not so affected shall be enforced to the fullest extent permitted by law.

(h) Entire Agreement: This Agreement and the attachments referenced and attached hereto operate as a single, integrated contract and supersede all other proposals, agreements (including any purchase orders which may have been accepted by Oranj),

understandings, statements and representations, written or oral, concerning the subject matter hereof, and constitute the entire binding agreement between the parties as to the subject matter of this Agreement. In the event of conflict between the terms and conditions of this Agreement and the terms and conditions of any purchase order or similar document issued by Licensee, whether issued prior or subsequent to the date of this Agreement, and regardless of any statement to any other effect in any such document, the terms and conditions of this Agreement will control, and Oranj objects to any additional terms or conditions that may be included in any such purchase order or similar document.

(i) Postponement and Waiver: Any postponement or waiver pursuant to this Agreement shall be in writing and shall be effective only to the specific instance and for the purpose for which given. No failure or delay on the part of any party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

(j) Force Majeure. Oranj shall not be responsible for delay or failure to perform under this Agreement due to causes beyond its reasonable control including, but not limited to, Licensee delays or delays or failures on the part of Oranj providers, work stoppages, labor disputes, fires, electrical or telecommunications failures, failure of Internet access, unavailability or disruption of Internet access, problems with Internet service providers, problems with equipment or services relating to Licensee's computer system, problems with intermediate computer or communications networks or facilities, problems with data transmission facilities or Licensee's telephone or telephone service, system problems, Licensee's wireless services or hardware, theft, operator errors, severe weather, labor disputes, civil disobedience, riots, rebellions, war, Acts of God, any court-ordered cessation of operation, or other similar occurrences.

BY CLICKING YOUR "AGREEMENT" TO THE TERMS OF THIS AGREEMENT, YOU REPRESENT AND WARRANT THAT YOU ARE LEGALLY AUTHORIZED TO LEGALLY BIND THE ENTITY YOU ARE PURPORTING TO REPRESENT, AND THAT SUCH ENTITY SHALL BE LEGALLY BOUND BY SUCH TERMS.

PLEASE CLICK "AGREED" BELOW TO LEGALLY BIND YOUR INSTITUTION.

IF YOU DO NOT AGREE TO THIS AGREEMENT, YOU MAY NOT USE THE SYSTEM.

Last Revised: August 2016

SCHEDULE A

Pricing

FEES for the Oranj SaaS Platform:

Onboarding Fee: \$500 (one-time fee)

1st Seat: \$175 per month

Additional Seats: \$175 per month

These fees are CONFIDENTIAL information proprietary to Oranj.

***Oranj* Feature Overview Schedule B**

Oranj is a financial services software application provided to Financial Advisors to use with clients & prospective clients. Oranj provides clients & prospects with an online dashboard to view their financial accounts and track their goals. Oranj provides Financial Advisors with an online dashboard to view their clients & prospects profiles.