

EZOPS SAAS MASTER AGREEMENT

This **SOFTWARE AS A SERVICE MASTER AGREEMENT** (“Agreement”) is effective as of _____, 2021 (“Effective Date), by and between **EZOPS, INC.** ("EZOPS") with corporate offices at **409 Joyce Kilmer Avenue, Suite 321 New Brunswick, New Jersey 08901**

and **[SUBSCRIBER NAME]** (“Subscriber”).

Mailing Address:

City:	State/Country:	Zip:
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Phone:	E-Mail:	Fax:
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Contents of Agreement:

(i)	Terms and Conditions	
(ii)	Term and Fees, Authorized Users, Modules and Interfaces	Schedule A
(iii)	EZOPS SaaS Platform Services	Schedule B
(v)	SaaS Maintenance and Support Services	Schedule C-1
(vi)	EZOPS SaaS Catalog	Appendix 1

The parties have read and agree to the terms and conditions set forth below and in Schedules A through C; and Appendix 1, attached to and made part of this Agreement. This Agreement shall be effective as of the Effective Date set forth above, and only when executed in the space provided below by a duly authorized representative of each party.

SUBSCRIBER: _____

By: _____

Name: _____

Title: _____

Signature Date: _____

EZOPS, INC.

By: _____

Name: _____

Title: _____

Signature Date: _____

TERMS AND CONDITIONS

1. SUBSCRIPTION RIGHTS GRANTED

1.1 *Subscription Rights.* Subject to each of the terms and conditions of this Agreement and as set forth in each Schedule, EZOPS hereby grants the Subscriber a limited, non-exclusive, non-transferable (except as provided otherwise herein), limited authorization during the Subscription Term solely to:

- (a) access and use the EZOPS SaaS (as defined below) subject to the limitations on the number of Users, , Modules and Interfaces as specified in **Schedule A**; and
- (b) use the Documentation and make a limited reasonable number of copies of the Documentation, for the purposes of using the EZOPS SaaS.

Subscriber may acquire additional Users, AssetModules and Interfaces authorization, and extend the Subscription Term only pursuant to additional signed Schedules A documents (i.e. series A-2, A-3, A-4).

1.2 *Subscription Rights Exclusions.* Subscriber shall not: (i) modify, translate, reverse engineer, decompile, disassemble, create derivative works of, or otherwise attempt to derive any source code of the EZOPS SaaS; (ii) alter or copy, or permit a third party to alter or copy, any part of the EZOPS SaaS; (iii) use the EZOPS SaaS to provide service bureau, timesharing, access through a public computer bulletin board or “shareware” distribution process, or other services to third parties; or (iv) sublicense, distribute, sell, assign, transfer, lease, rent, disclose, or provide access to the EZOPS SaaS to any third party (v) use the EZOPS SaaS outside the subscribed scope of use of Modules and Authorized Users as set forth in the applicable Schedule A. No access to EZOPS source code is granted in this Agreement.

2. SERVICES

2.1 *EZOPS Software as a Service (“EZOPS SaaS”).* During the Term, EZOPS will:

- a) make the EZOPS Software and related programs and/or interfaces developed by EZOPS available to Subscriber only as a service that may be accessed remotely via internet-based interfaces in accordance with the terms and conditions set forth in this Agreement;
- b) maintain and administer an infrastructure referred to herein as the “EZOPS SaaS Platform” which shall host the EZOPS Software, as further described in **Schedule B** (“EZOPS SaaS Platform Services”);
- c) provide Standard Software maintenance and support services to Subscriber as further described in **Schedule C-1** (“Standard Software Maintenance and Support Services”); and

Collectively, the services set forth above shall be referred to as the “EZOPS SaaS.”

3. SUBSCRIBER RESPONSIBILITIES

3.1 *General Requirements.* When using EZOPS SaaS, the Subscriber shall: (i) provide, at the Subscriber’s sole cost, expense, and liability, all necessary access to services, hardware, software, and other technology (including Internet access service) necessary to access and link the Subscriber’s services, hardware, software, and other related technology to the EZOPS SaaS (collectively “Subscriber Access Systems”) and the Subscriber shall be responsible for installing, maintaining, securing, and supporting all such technology; (ii) reasonably cooperate with EZOPS in reporting and remedying any failures of the EZOPS SaaS, the Subscriber shall provide copies of any and all reports, data files, and other materials reasonably requested by EZOPS for EZOPS to duplicate such failure; and sufficient test time within which EZOPS shall use its commercially reasonable efforts to correct such failure; (iii) perform Subscriber’s obligations hereunder and as specified in the each subsequent Schedule of this Agreement; (iv) ensure that Subscriber’s use of the EZOPS SaaS (but not the EZOPS SaaS themselves) shall comply with any and all applicable Laws; and (v) ensure that Subscriber’s end users comply with all terms and conditions of this Agreement.

(a) 3.2 *Other Licenses.* Subscriber shall be responsible for procuring licenses for any other third party software or technology for use in connection with the EZOPS SaaS. The terms and conditions governing any such licenses, and the fees to be paid for such licenses, shall be as required by the applicable third party provider. Subscriber shall be solely responsible for such fees, and such license shall be between Subscriber and the applicable third party provider. Subscriber agrees that any dispute, claim, allegation, cause of action, loss, damage, liability and/or expense arising out of, relating to, or concerning such third party software or technology shall be solely between Subscriber and the applicable third party provider, and Subscriber shall not seek any remedy or redress from EZOPS whatsoever related to same. Subscriber and its end users: (i) will comply with any customer requirements pertaining to the Services set forth in documentation provided by EZOPS to Subscriber, (ii) are solely responsible for the hardware, software and network connectivity required by Subscriber

to connect to and utilize the EZOPS SaaS, (iii) may not utilize the EZOPS SaaS in connection with or in furtherance of any activity that violates applicable law or that violates the intellectual property rights of any third party, (iv) may not resell the EZOPS SaaS unless Subscriber is party to a written agreement with EZOPS that expressly permits such activity, and (v) will comply with EZOPS's Acceptable Use Policy attached as Appendix 2

3.3 *Entry of Securities Information, Market Data.* The Subscriber is responsible for supplying and entering market data into the database of EZOPS. Except as set forth herein, (i) the terms and conditions governing such market datafeeds or market data, and the fees to be paid for such datafeed or market data shall be as required by the applicable third party provider (ii) The Subscriber shall be solely responsible for such fees, and such license shall be between the Subscriber and the applicable third party provider. EZOPS shall not be bound under this Agreement by any such additional third party terms and conditions unless such terms are attached as an exhibit to this Agreement or accepted by the EZOPS in writing.

4. FEES AND PAYMENTS, TAXES

4.1 *Subscription and Services Fees.* Subscriber will pay EZOPS the non-refundable, non-cancelable fees and expenses for all EZOPS SaaS set forth in Schedule A. The payment obligation for Subscription fees is not contingent upon the delivery of all or any portion of the EZOPS SaaS Standard Maintenance and Support Services,. Payment of invoices is not subject to or dependant on submission of a Subscriber purchase order. Subscriber shall pay EZOPS all undisputed amounts by the due date. Subscriber must notify EZOPS in writing of any disputed invoice charge within fifteen (15) days of the receipt of the invoice, otherwise the invoice shall be deemed valid. Subscriber shall issue a purchase order to EZOPS if Subscriber's internal process requires a purchase order prior to payment. Subscriber will pay interest at the rate of 1.5% per month or the highest interest rate permitted by applicable law (whichever of the two rates is the lower rate) with respect to any amounts not paid when due under these Terms and Conditions. Subscriber will reimburse EZOPS for all costs, including reasonable attorneys' fees, court costs, bank charges and other related fees and expenses if EZOPS utilizes the services of a collections agency or attorney to collect any amounts due and unpaid hereunder.

4.2 *Taxes.* Unless specified in a Schedule, all sales, use, value-added, withholding or other taxes ("Taxes") measured by sales or receipts are not included in the Schedule prices. Subscriber shall be responsible for and shall pay all Taxes and duties, fees or charges of any kind imposed by any regulatory or government agency or political subdivision, whether federal, state, local or foreign, on any Software or Services provided under this Agreement. Unless EZOPS directly invoices Subscriber for the applicable Taxes, Subscriber agrees to pay and verified back, if requested, to EZOPS Subscriber's payment of the applicable Taxes directly to the taxing authority and in the event EZOPS becomes responsible for Subscriber's Taxes or for failure to make payment of such Taxes, Subscriber will reimburse and indemnify EZOPS for any and all fees and Taxes, including penalties and interest, levied or imposed by reason of the transactions contemplated by this Agreement. EZOPS reserves the right to raise a Taxes-only invoice if such Taxes are challenged by the relevant tax authority.

4.3 If either party is audited by a taxing authority or other governmental entity in connection with Taxes under this Taxes Section, the other party shall reasonably cooperate with the Party being audited in order to respond to any audit inquiries in an appropriate and timely manner, so that the audit and any resulting controversy may be resolved expeditiously.

4.4 Subscriber and EZOPS shall reasonably cooperate with each other with respect to any tax planning. The degree of cooperation contemplated by this section is to enable any resulting tax planning to be implemented.

5. LIMITED WARRANTIES, DISCLAIMERS AND EXCLUSIONS

5.1 *Limited Warranty.* EZOPS warrants that the EZOPS SaaS (i) will be provided in a professional and workmanlike manner, and (ii) will substantially conform in all material respects to the Documentation provided to the Subscriber.

In the event that EZOPS SaaS do not conform to the warranties set forth above, Subscriber shall promptly inform EZOPS of such fact and, as Subscriber's sole and exclusive remedy, EZOPS shall either: (i) repair, replace, or reperform the Services in a good faith attempt to correct any defects without any additional charge to Subscriber; or (ii) in the event that EZOPS cannot correct any defects within a reasonable time using commercially reasonable efforts, either EZOPS or Subscriber may terminate the Agreement in which case EZOPS would return to Subscriber only the prepaid EZOPS SaaS fees that are allocable to the period after the termination date of this Agreement.

5.2 *Disclaimer of Warranties.* EXCEPT AS EXPRESSLY SET FORTH IN SECTION 5.1 ABOVE, ALL EXPRESS OR IMPLIED CONDITIONS, TERMS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE

EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW. EZOPS ALSO SPECIFICALLY DISCLAIMS ANY WARRANTY, THAT: (I) THE SERVICES, APPLICATION, DATABASES, ANALYTIC TOOLS, DOCUMENTATION, OR ANY COMPONENT OF ANY OF THEM WILL MEET SUBSCRIBER'S NEEDS OR REQUIREMENTS, OR THAT (II) SUBSCRIBER'S USE OF THE APPLICATION OR THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE

(a) *Further Exclusions.* THE PARTIES ACKNOWLEDGE THAT SINCE THE INTERNET IS NEITHER OWNED NOR CONTROLLED BY ANY ONE ENTITY, EZOPS MAKES NO GUARANTEES THAT ANY GIVEN USER WILL BE ABLE TO ACCESS THE SERVICES AT ANY GIVEN TIME. EZOPS SHALL NOT BE LIABLE TO SUBSCRIBER FOR FAILURE OF ACCESSIBILITY TO THE SERVICES OR THE INTRODUCTION OF VIRUSES, DUE TO OR RESULTING FROM CAUSES OUTSIDE OF THE CONTROL OF EZOPS, PROVIDED EZOPS HAS IMPLEMENTED, AT MINIMUM, INDUSTRY STANDARD MEASURES TO PROTECT AGAINST SUCH FAILURES OR CORRUPTION. THE SUBSCRIBER'S INTERNET SERVICE PROVIDER (ISP) IS ALSO A PART OF THE ABOVE LIABILITY EXCLUSIONS REGARDING THE INTERNET. EZOPS cannot guarantee that EZOPS Services will be available at all times or that its networks will be completely secure.

6. INDEMNIFICATION

6.1 *Infringement Indemnity.* EZOPS will defend any action brought against Subscriber based upon a claim that EZOPS SaaS as defined herein infringe any U.S. patent or copyright, and will pay the costs, damages and reasonable attorneys' fees attributable to such claim that are finally awarded against Subscriber or agreed upon by EZOPS in settlement, provided that Subscriber: (a) promptly notifies EZOPS in writing of the claim; (b) grants EZOPS control of the defense and settlement of the claim; and (c) provides EZOPS with all assistance, information and authority required for the defense and settlement of the claim.

6.2 *Injunctions.* If Subscriber's use of the EZOPS SaaS is enjoined or threatened to be enjoined due to a third party infringement claim, EZOPS shall: (a) procure for Subscriber the right to continue using such EZOPS SaaS; (b) replace or modify such EZOPS SaaS so that it is non-infringing and substantially equivalent in function to the enjoined EZOPS SaaS; or (c) if neither of the above can be accomplished despite EZOPS's reasonable efforts, then EZOPS may terminate this Agreement and refund to Subscriber the unamortized portion of the Subscription fees paid based upon a reasonable depreciation schedule.

6.3 *Exclusions.* EZOPS will have no liability for any infringement claim of any kind to the extent it results from: (a) modification of the EZOPS SaaS and EZOPS Software made other than by EZOPS; (b) the combination, operation or use of any item and/or service of EZOPS SaaS and EZOPS Software supplied hereunder with equipment, devices or software not supplied by EZOPS to the extent such a claim would have been avoided if these items and/or services were not used in such combination; (c) failure of Subscriber to use updated or modified EZOPS SaaS and EZOPS Software provided by EZOPS to avoid infringement; or (d) compliance by EZOPS with designs, plans or specifications furnished by or on behalf of Subscriber. Subscriber shall defend and hold EZOPS harmless against any expense, judgment or loss for alleged infringement of any patents or copyrights or misappropriation of trade secrets which result from EZOPS's compliance with Subscriber's designs, specifications or instructions.

6.4 *Sole Remedy.* THESE PROVISIONS STATE EZOPS'S SOLE AND EXCLUSIVE OBLIGATIONS, AND SUBSCRIBER'S SOLE AND EXCLUSIVE REMEDIES, WITH RESPECT TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF ANY KIND.

7. OWNERSHIP

7.1 *Ownership of Software.* EZOPS and its licensors own all worldwide right, title, and interest in and to all or any portion of the Software and in any software tools, specifications, ideas, metadata, concepts, domain names, know-how, processes, and techniques used by EZOPS in performing enhancements to the Software. Subscriber will not delete, alter or obscure the copyright, trademark, or other proprietary rights notices appearing on the EZOPS Software.

7.2 *Ownership of Platform.* Nothing in this Agreement shall operate so as to transfer ownership of any equipment, hardware or software used by EZOPS in the provision of the EZOPS SaaS to the Subscriber.

7.3 *Ownership of Subscriber Materials.* EZOPS acknowledges that the Subscriber Materials, and all trade secret, copyright, patent, trademark, trade name, domain names, and other intellectual and proprietary rights in the Subscriber Materials, are and at all times shall remain the valuable property of Subscriber and its licensors. The Subscriber hereby licenses EZOPS to use the Subscriber Materials during the Term of this Agreement for the purposes of carrying out the EZOPS SaaS.

7.4 *Ownership of Subscriber Access Systems.* Subscriber shall retain all right, title, and interest in and to the Access Systems. Subscriber grants only those rights and licenses expressly provided for herein and does not thereby transfer any title or ownership interest to the Access Systems. EZOPS shall not interfere with or otherwise challenge Subscriber's rights in the Access Systems or remove or alter, or cause or allow to be removed or altered, any notice, symbol, or legend or any trademark, copyright notice, or other proprietary rights appearing in or on any of the Access Systems.

7.5 *Ownership of Subscriber Data.* As between the parties, Subscriber will be the sole and exclusive owner of all databases, information, data and metadata, including without limitation information identifying or otherwise relating to Subscriber's clients, provided to EZOPS by Subscriber, uploaded by Subscriber into the EZOPS SaaS environment or otherwise acquired or used by EZOPS or accessed by EZOPS from hardware, software, databases or Subscriber Access Systems owned or leased by, or proprietary to, Subscriber or licensed to Subscriber by third parties (collectively, the "Subscriber Data"). EZOPS shall utilize the Subscriber Data solely for purposes of this Agreement and shall not sell, transfer, lease, or otherwise commercially exploit the Subscriber Data. Subscriber Data will be deemed Subscriber Confidential Information for purposes of Section 8. EZOPS is not responsible for the accuracy, completeness, or currency of Subscriber Data. Subscriber represents and warrants that it has the appropriate rights to provide Subscriber Data to EZOPS in accordance with the terms of this Agreement.

8. NONDISCLOSURE OBLIGATION

8.1 *Definition.* Confidential Information means: (a) the Software; (b) each party's business or technical information, including but not limited to any information relating to software plans, designs, costs, prices and names, finances, marketing plans, business opportunities, personnel, research, development or know-how that is designated by the disclosing party as "confidential" or "proprietary" or the receiving party knows or should reasonably know is confidential or proprietary; (c) Subscriber Data; and (d) the terms, conditions and pricing of this Agreement

8.2 *Exclusions.* Confidential Information does not include information that: (a) is or becomes generally known to the public through no fault or breach of this Agreement by the receiving party; (b) is rightfully known to the receiving party at the time of disclosure without an obligation of confidentiality; (c) is independently developed by the receiving party without use of the disclosing party's Confidential Information; (d) the receiving party rightfully obtains from a third party without restriction on use or disclosure; or (e) is disclosed with the prior written approval of the disclosing party.

8.3 *Use and Disclosure Restrictions.* During the term, and for a period of five (5) years after any termination of this Agreement, each party will not use the other party's Confidential Information except as permitted herein, and will not disclose such Confidential Information to any third party except to employees and consultants as is reasonably required in connection with the exercise of its rights and obligations under this Agreement (and only subject to binding use and disclosure restrictions at least as protective as those set forth herein). However, each party may disclose Confidential Information: (a) pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided that the disclosing party gives reasonable notice to the other party to contest such order or requirement; (b) on a confidential basis to legal or financial advisors; and/or (c) pursuant to a required registration report or exhibits thereto to be filed with the Securities and Exchange Commission, listing agency or any state securities commission, or any other associated filings to the extent required by law or regulation.

8.4 *Data Security.* EZOPS acknowledges that Subscriber is required to comply with information security standards required by privacy, confidentiality and data security, statutory, and regulatory requirements (collectively "Privacy Regulations") as well as Subscriber's internal information security programs for information protection. Subscriber must provide EZOPS with a copy of such Privacy Regulations. To the extent EZOPS has access to Subscriber Access Systems and any Subscriber Data, at all times during and after the Term, EZOPS shall comply with the Privacy Regulations that would be applicable to EZOPS as a software as a service provider, and with Subscriber's policies governing the security and protection of the Subscriber Data. EZOPS's information security program shall contain at least those elements specified by Subscriber after consultation with EZOPS. At Subscriber's request EZOPS shall make commercially reasonable modifications to its information security program or to the procedures and practices thereunder to conform to Subscriber's security requirements as they exist from time to time.

9. LIMITATION OF LIABILITY

9.1 EXCEPT FOR THE PARTIES' INDEMNIFICATION OBLIGATIONS AND SUBSCRIBER'S OBLIGATIONS UNDER THE SECTION ENTITLED SUBSCRIPTION RIGHTS EXCLUSIONS, EACH PARTY'S LIABILITY TO THE OTHER FROM ALL CAUSES OF ACTION AND ALL THEORIES OF LIABILITY WILL NOT EXCEED THE TOTAL FEES PAID UNDER THIS AGREEMENT BY SUBSCRIBER IN THE TWELVE (12) MONTHS PRECEDING THE DATE ON WHICH THE CLAIM FIRST ACCRUED.

9.2 IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, REVENUE, SERVICES, DATA, BUSINESS OR PROFITS) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE USE OR PERFORMANCE OF THE EZOPS SaaS, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), SOFTWARE LIABILITY OR OTHERWISE, AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

9.3 THIS SECTION SETS FORTH THE ENTIRE ALLOCATION OF RISK AS BETWEEN THE PARTIES.

10. TERM AND TERMINATION

10.1 *Term.* The term of this Agreement, agreed by the parties is defined in Schedule A.

10.2 *Termination for Breach.* Each party will have the right to terminate this Agreement or any Software license granted hereunder if the other party breaches any material term of this Agreement, including but not limited to nonpayment, and fails to cure such breach within thirty (30) days after written notice thereof. In the event that Subscriber terminates this Agreement before the expiration of the Initial Term or Term as set forth in the Service Schedule, other than in connection with EZOP's uncured material breach as set forth in the preceding sentence, Customer shall be obligated to pay EZOPS the full amount for each of the remaining months of the Initial Term (or Term, as applicable) of the Agreement.

10.3 *Effect of Termination.* Upon any termination of this Agreement or of any individual Schedule A: (a) Subscriber will promptly discontinue use of the EZOPS SaaS and return to EZOPS or, at EZOPS's request, destroy all copies of the Documentation or other Confidential Information supplied by EZOPS and Confidential Information and all copies and portions thereof, in all forms and types of media, and provide EZOPS with an officer's written certification, certifying to Subscriber's compliance with the foregoing. EZOPS shall correspondingly return, or at Subscriber's request, destroy and certify the destruction of all Subscriber Confidential Information.

10.4 *Nonexclusive Remedy.* Termination of this Agreement by either party will be a nonexclusive remedy for material breach and will be without prejudice to any other right or remedy of such party at law or in equity.

10.5 *Survival.* The rights and obligations of the parties contained in this subsection and Sections 1.2, 4, 5, 6, 7, 8, 9, 12, and 13 will survive the termination of this Agreement or of any Schedule.

11. AUDIT RIGHTS AND CONFIRMATIONS AND INTERNATIONAL PROVISIONS

11.1 EZOPS may request certification of compliance with the terms of the scope of the subscription granted hereunder by an authorized representative of Subscriber at any time but no more frequently than twice per year. If certification is not sufficient assurance of compliance, EZOPS may, at EZOPS's expense, during Subscriber's regular business hours and upon ten (10) days prior written notice to Subscriber, enter upon Subscriber premises to audit Subscriber's compliance with the scope of the License.

11.2 Subscriber shall promptly respond to EZOPS's independent auditors in connection with audit confirmation and verification processes.

11.3 International Provisions

(a) Scope of this Section. The provisions of this Section 11.3 apply to (i) any Subscriber subsidiary or affiliate that is organized under the laws of any jurisdiction outside of the United States (a "**Non-U.S. Company**"), (ii) any Subscriber subsidiary or affiliate that is receiving or utilizing any Services under this Agreement at a location outside the U.S., or (iii) any Subscriber subsidiary or affiliate that at any time pays EZOPS for any Services using funds originating outside the U.S.

(b) Compliance with OFAC Regulations. Subscriber represents and warrants that neither the Subscriber nor any of its subsidiaries, nor any person controlling, controlled by or under common control with the Subscriber, is (i) on the list of Specially-Designated Nationals and Blocked Persons maintained by the United States Department of the Treasury, Office of Foreign Asset Control (the "**US-OFAC**") (currently available at <http://treas.gov/offices/enforcement/ofac/sdn/index.shtml>) or (ii) is subject to any sanctions programs currently managed by US-OFAC (collectively, the "**OFAC Sanctions**"). Subscriber agrees promptly to notify EZOPS in writing if the foregoing representation ceases to be true.

12. DEFINITIONS

“EZOPS SaaS Catalog” means EZOPS’s statement of Software, Modules, definition and classes of Users and other related Software product information as set forth in Appendix 1 attached hereto.

“EZOPS SaaS” shall have the meaning set forth in Section 2.

“EZOPS SaaS Platform” means the infrastructure including and not exclusively hardware, database, firewalls, active directory services, any setup, configurations operations and web site, EZOPS Software which the Subscriber is connected to as part of the Subscription to EZOPS SaaS.

“EZOPS Software” means the EZOPS application, as specified in Schedule A, and published user documentation, improvements, updates, enhancements, error corrections, release notes, upgrades and changes to the Software.

“Change of Control” means a transaction or series of related transactions to sell, convey or otherwise dispose of all or substantially all of the property or business or merge into or consolidate with any other corporation (other than a wholly-owned subsidiary corporation) unless the stockholders of the corporation who own more than 50% of the voting power of the corporation immediately prior to such transaction will own more than 50% of the voting power of the surviving corporation following such transaction.

“Modules” means the set of functions performed in the banking marketplace for which Subscriber is authorized to use the Software pursuant to this Agreement, as expressly specified in a Schedule A with reference to the EZOPS SaaS Catalog, **Appendix 1**.

“Production” means use of Software: (i) to generate data for Subscriber’s books/records; or (ii) in any decision support capacity.

“Subscriber Access Systems” has the meaning set forth in Section 3.

“Subscriber Data” has the meaning set forth in Section 7.

“Subscriber Materials” means content, Subscriber Data or other items entered, uploaded or provided by or on behalf of Subscriber in connection with the use of the EZOPS SaaS.

“Subscription Term” means Subscriber’s use of the EZOPS SaaS on an annual subscription basis as set forth in a Schedule A.

“Users” means the specific and limited number of named individuals as in the designated roles as set forth in a Schedule A that are authorized to access and use the Software and which are further defined in the EZOPS SaaS Catalog.

13. GENERAL

13.1 Assignment. Neither party will have the right to assign this Agreement or any Software licenses, in whole or in part, without the other party’s prior written consent. Any attempt to assign this Agreement without such consent will be null and void. Notwithstanding the above, as part of a Change of Control, public offering or reincorporation, EZOPS may assign or transfer this Agreement upon written notice to Subscriber.

13.2 Governing Law and Jurisdiction. This Agreement will be governed by and construed in accordance with the laws of the State of New York without application of conflict of laws principles. The parties specifically disclaim the UN Convention on Contracts for the International Sale of Goods. Any legal action or proceeding arising will be brought exclusively in the federal or state courts of New York.

13.3 Severability. If for any reason a court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible and the other provisions of this Agreement will remain in full force and effect.

13.4 Waiver. The failure by either party to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision.

13.4 Notices. All notices, demands or consents required or permitted shall be in writing. Notice shall be considered effective on the earlier of actual receipt or: (a) the day following transmission if sent by facsimile followed by written confirmation; (b) one day (two days for international addresses) after posting when sent via a commercial express courier; or (c) five days after posting when sent via certified United States mail. Notice shall be sent to the address for each party set forth on the first page of this Agreement, or at such other address as

shall be given by either party to the other in writing. Notices to each party shall be addressed to the attention of: "Chief Executive Officer" at the party's address listed above or as amended.

13.5 *Force Majeure*. Neither party will be responsible for any failure or delay in its performance due to causes beyond its reasonable control, including but not limited to, labor disputes, strikes, lockouts, shortages of or inability to obtain labor, energy, raw materials or supplies, war, riot, act of God or governmental action.

(a) 13.6 *Relationship of Parties*. The parties to this Agreement are independent contractors and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise, or agency between the parties. The parties do not intend to create any third-party beneficiaries of this Agreement, and nothing in this Agreement is intended, nor shall anything herein be construed to create any rights, legal or equitable, in any person other than the parties to this Agreement.

13.7 *Announcements*. Subscriber agrees that after six months from the Effective Date, EZOPS may publicly announce and list Subscriber as a EZOPS client with Subscriber's advance written approval, such approval not to be unreasonably withheld or delayed.

13.8 *Non-Solicitation/Non-Hire*. Subscriber acknowledges that soliciting and hiring EZOPS's employees possessing EZOPS product technical skills may have a material adverse effect on the parties' on-going relationship. For a period of five (5) years from the Effective Date and so long as Subscriber is receiving Maintenance and Support Services from EZOPS and 3 years thereafter, Subscriber will not directly or indirectly recruit, solicit, or hire any such EZOPS employee(s) or ex-employee(s) who has worked on EZOPS-related work within a prior twelve (12) month period.

In the event Subscriber nevertheless hires such a EZOPS employee or ex-employee without EZOPS's prior and authorized written consent and places them on EZOPS product-related work, as EZOPS's sole remedy, Subscriber agrees to immediately pay EZOPS liquidated damages in the amount of four times (4x) the amount of the subject employee's then current or last annual gross total EZOPS cash compensation, (including any incentive cash compensation).

These payment amounts are not designed to be a penalty, rather since the actual financial damage that EZOPS is likely to suffer is difficult to ascertain with accuracy, this amount is determined to reasonable value the out of pocket costs likely to be incurred by EZOPS (such as external and internal recruiting costs/fees) as well as the training costs and timing costs associated with EZOPS having to secure, train, educate a replacement for the person hired by Subscriber in violation of this section. This section is not intended to prevent the EZOPS person from engaging in professional work, rather it is intended to create a reasonable financial disincentive for Subscriber not to hire EZOPS talent from EZOPS without obtaining EZOPS's prior written consent, which may be withheld in EZOPS's reasonable discretion. In the event of any action required to enforce the terms of this section, including recovery of the liquidated damages, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

13.9 *Precedence*. In the event of a conflict, the terms of the Schedule(s) EZOPS Product Catalog shall take precedence over the terms of the Agreement

13.10 *Government Regulations*. Subscriber may not export, re-export, transfer or make available, whether directly or indirectly, any regulated item or information to anyone outside the United States in connection with this Agreement without first complying with applicable export control laws and regulations which may be imposed by the United States government and any country or organization of nations within whose jurisdiction Subscriber operates or does business.

13.11 *Entire Agreement*. This Agreement, including all referenced Schedules, appendices, exhibits and attachments attached hereto, contains the complete understanding and agreement of the parties and supersedes all prior or contemporaneous agreements or understandings, oral or written, relating to the subject matter herein, including any Subscriber purchase order or similar document. Any waiver, modification or amendment of any provision of this Agreement will be effective only if in writing and signed by duly authorized representatives of the parties. The parties have executed this Agreement by their authorized representatives as of the Effective Date.

SCHEDULE A-1

TERM, SCOPE AND FEES

A1. SUBSCRIPTION TERM, SCOPE AND FEES

SUBSCRIPTION TERM	Minimum, non-terminable, twelve (12) months from Schedule A-1 Effective date
AUTHORIZED USER, BY TYPE	10 Users
AUTHORIZED MODULES	ARO Core ARO Data Modeler ARO Reconciliation : Standard ARO Reconciliation : Standard Cash
ANNUAL LICENSE AND EZOPS SAAS STANDARD MAINTENANCE AND SUPPORT SERVICES FEE	\$20K per Month for upto 100K Transactions per Month.
PAYMENT TERMS	Monthly in advance First monthly payment shall be due on the Schedule A-1 Effective Date. Subsequent monthly payment shall be due on each monthly anniversary of the Schedule A-1 Effective Date.
EXPIRATION OF SUBSCRIPTION TERM	12 Months from Schedule A-1 Effective Date

A.2 MAINTENANCE AND SUPPORT SERVICES FEES

The fee for EZOPS SaaS Standard Maintenance and Support Services as described in Schedule C-1 is included in the Annual Fees as above.

A.3 FEE REVISION

The Annual License and EZOPS SaaS Standard Maintenance and Support Services fees, as listed above, shall increase annually by US consumer price index measure.

After the minimum term, the Subscription term will renew automatically for another One (1) year term. Either party may terminate the Subscription at the end of the then current Subscription term by delivering a written notice to EZOPS no less than one-hundred and eighty (180) days prior to the expiration date of the current Subscription term.

A.4 SAAS PLATFORM INFRASTRUCURE

The SaaS platform infrastructure as per Schedule B, is included in the Subscription Fees listed in section A1 above. In addition, the Subscriber shall pay for each interface - all interface-vendor costs, inclusive but not limited to setup fees, hardware and communication charges.

A.5 TELECOMMUNICATION COSTS

The Subscriber shall bear its own expenses related to its telecommunications organization (hardware, subscription and other fixed costs) for accessing EZOPS SaaS Platform’s portal. The Subscriber shall also pay for the cost of Leased lines between EZOPS Hosting Environment and Interfaces, and any related hardware, if required.

A.6 OTHER SUBSCRIPTION TERMS

1. Transaction per Month refers to all transactions processed by EZOPS Software

Schedule A-1 Effective Date: [DATE]

SUBSCRIBER:

[NAME]

EZOPS, INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Signature Date: _____

Signature Date: _____

Schedule B

EZOPS SaaS Platform

HOSTING INFRASTRUCTURE

EZOPS has partnered or may partner with a Managed Hosting provider for hosting EZOPS Software. On behalf of EZOPS, the Managed Hosting provider houses all hardware and software in a secure data center.

EZOPS reserves the right to change its Managed Hosting provider, of a similar profile, and its location during the term of this Agreement, with prior notification to the Subscriber.

BASIC CLIENTS' REQUIREMENTS

The EZOPS SaaS requires minimum customers' infrastructure:

- Internet Connection for access to the Hosted Site.
- Subscriber should provide for Level one support personnel at their end to interface with EZOPS.
 - Contact (First name and Last name):
 - Address:
 - Phone:
 - Email:
 - Fax:

DISASTER RECOVERY SERVICES

In consideration of the annual License and EZOPS SaaS Standard Maintenance and Support Services fees paid by Subscriber, EZOPS will use commercially reasonable efforts to provide disaster recovery services.

In the event of a disaster resulting in an interruption in the EZOPS SaaS platform services, EZOPS will endeavor to restore the EZOPS SaaS platform services as soon as commercially reasonable following a such disaster by providing a hosting infrastructure from another site.

Schedule C - 1

EZOPS SaaS STANDARD SOFTWARE MAINTENANCE AND SUPPORT SERVICES

B1. Scope of Coverage

In consideration for the annual SaaS Maintenance and Support Services Subscription fees paid by Subscriber, EZOPS will use commercially reasonable efforts to provide the standard software maintenance and support services (“EZOPS SaaS Standard Maintenance and Support Services”) set forth herein below for the EZOPS Software properly included in the Schedule A of this contract agreement between the Subscriber and EZOPS. Such EZOPS SaaS Standard Software Maintenance and Support Services are in addition to any specific services that the Subscriber may procure from EZOPS. As part of the EZOPS SaaS Standard Software Maintenance and Support Services, EZOPS shall also provide Improvements. “Improvements” shall mean all improvements, updates, enhancements, error corrections, release notes, upgrades and changes to the Software and published user documentation, as developed by EZOPS and made generally available without a separate charge to Subscriber.

B2. Severity Levels and EZOPS Response

Problem notification: 24 x 6 x 365.

When notifying EZOPS of a problem, Subscriber shall indicate the Severity Level of the problem and provide EZOPS with a reproducible case. EZOPS reserves the right to invoice Subscriber at EZOPS’s then-current consulting rates for any time used to diagnose a Subscriber Generated Error. A maximum of two (2) named Subscriber representatives shall be authorized to report problems. Subscriber may change the named representatives at any time with written notice to EZOPS. Severity Levels and the associated EZOPS response procedures are defined as follows:

S1 Critical Problem: Subscriber’s service is down or Subscriber is experiencing a problem causing a severe loss of service which limits critical functionality. Response: EZOPS will commence work on resolving the problem within one (1) hour of notification and will engage staff continuously until the problem is resolved or alleviated to a Severity Level 2 problem.

S2 Significant Problem: Subscriber is experiencing a problem causing a loss of service not affecting critical functionality. Response: EZOPS will commence work on resolving the Problem within two (2) hours of notification and will engage staff during business hours to produce a workaround. If no workaround is available, EZOPS will provide an interim solution by a mutually agreed upon date, and a permanent solution in the next release.

S3 Other Problem: Subscriber is experiencing a problem causing a minor loss of service. Response: EZOPS will respond to the request for support within two (2) business days of notification and will schedule staff to work with Subscriber to discuss an acceptable workaround. If the problem is a Software defect, the workaround may be replaced by a permanent solution in a future release.

B3. Additional Services EZOPS shall also provide following additional services as part of EZOPS SaaS Standard Maintenance and Support Services.

MONITORING

EZOPS SaaS Standard Maintenance and Support Services provides for monitoring of the hardware infrastructure, database management and logs.

SOFTWARE UPGRADES AND MAINTENANCE

EZOPS shall upgrade the hosted Software to a new release on a regular basis. Each upgrade is scheduled and the customers are notified about upgrades in advance. Subscriber shall validate, by way of testing on a EZOPS provided environment, all upgrades, enhancements and bug fixes before they are applied to a Production environment.

BACKUPS

All customer data is backed up on a regular basis with weekly full backup and multiple daily incremental backups.

SYSTEM AVAILABILITY

EZOPS shall provide to the Subscriber, access to EZOPS SaaS during normal business hours (i.e., Monday through Friday from 8am to 6pm EST, excluding public bank holidays—“Normal Business Hours”)

Definition of Availability - "Available" and "Availability" refer to EZOPS’s provision of the EZOPS SaaS Services for Subscriber to be able to login and access the EZOPS application such that the Subscriber Authorized Users can access the EZOPS SaaS Platform during Normal Business Hours, in accordance with the standards set forth in this Agreement and its Attachments.

The EZOPS SaaS shall not be available under following conditions:

- Scheduled Maintenance Windows;
- Interrupted Availability as a result of actions or inactions of the Subscriber or general failures of the Internet;
- Failures caused by EZOPS or its designees not being able to access hardware or software due to repair or integration at the Subscriber’s premises, if any;
- Issues associated with the Subscriber-provided Data feeds, hardware, software, or other equipment;
- Issues associated with any non-EZOPS-provided local area networks, ISP connections or leased lines into the EZOPS data center;
- The Subscriber’s use of hardware or software that is not listed in this Agreement or otherwise approved by EZOPS for use with the Services;
- The Subscriber’s use of hardware or software that has been modified, when such modifications would have an adverse impact on the use of the Services and such modifications were not approved by EZOPS; and
- Issues arising from the misuse of the Services by the Subscriber or the Subscriber’s End Users.

The Subscriber must notify EZOPS of the unavailability through regular channels by using the following address:

Email:	saas_support@EZOPS.com
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B4. Term of Support All Software licensed under the Agreement shall be considered one software product, for which Subscription must be purchased on an all or nothing basis at the time of execution of each applicable Schedule A. EZOPS may modify its EZOPS SaaS Standard Software Maintenance and Support Services upon reasonable written notice to Subscriber, but in no event may EZOPS make modifications to Standard Software Maintenance and Support Services that would materially reduce the level of Standard Software Maintenance and Support Services during the then-current annual term.

B5. Exclusions to EZOPS SaaS Standard Maintenance and Support Services . EZOPS shall have no obligation to provide EZOPS SaaS Standard Software Maintenance and Support Services for problems in the operation or performance of the Software caused by any "Subscriber-Generated Error". EZOPS reserves the right to invoice Subscriber and Subscriber agrees to pay EZOPS at EZOPS’s then-current consulting rates for any time used to diagnose a Subscriber Generated Error. Other services related to the Software (such as consulting, training and professional services, dissemination of advice or know-how via phone or email, EZOPS SaaS End of Day Services and EZOPS SaaS Premium Services) shall be excluded from Standard Software Maintenance and Support Services and may be purchased from EZOPS at the then current published rates for all such services.

APPENDIX 1

EZOPS Product Catalog Version 6.1

I. ARO Core

	Component	Details
1	Operations Dashboard	<ul style="list-style-type: none">• File / feed arrival tracking vs ETA• Track Recon Signoff Vs SLA• View high level stats of reconciliations run and related results (T0)• Links to recon results• Ability to filter or prioritize based on account metadata and recon type• Metrics on each Recon run, including number of matched records and materiality calculations• Configurable column views
2	Inbox / Workflows	<ul style="list-style-type: none">• Access to<ul style="list-style-type: none">○ Recon Workflow○ Approval Workflow• Admin<ul style="list-style-type: none">○ User configurable workflows○ Maintain and manage workflows<ol style="list-style-type: none">1. Assign responsibility of tasks to specific users or user groups2. Enforce four-eyes principle by selecting a "Checker Task"• Inbox<ul style="list-style-type: none">○ Exceptions Monitoring & Management<ol style="list-style-type: none">1. Group / Ungroup tasks2. Assign to specific users3. Claim tasks4. Un-claim tasks5. Add comments6. Upload attachments7. Send email alerts○ Edit records○ Alerts management
3	User Management	<ul style="list-style-type: none">• Setup users & user info• Define roles for each user• Set up usergroups for recon actions
4	Role Management	<ul style="list-style-type: none">• Define permissions and resources assigned to the various roles in ARO
5	Calendar Management	<ul style="list-style-type: none">• Define holidays and business days for calendars to be used for processing

6	Client Management	<ul style="list-style-type: none">• Setup client details and business unit hierarchies• Set up Contacts
7	Process Monitor	<ul style="list-style-type: none">• View the status of the various ARO microservices
8	Scheduling	<ul style="list-style-type: none">• Create and manage scheduled tasks with email alerts / recipients:<ul style="list-style-type: none">○ Reconciliation○ Chain Job○ Load External Data○ Late file Notifications○ ST Report<ul style="list-style-type: none">▪ View when results are completed▪ Lookup historical statuses of scheduled tasks
9	Audit	<ul style="list-style-type: none">• General<ul style="list-style-type: none">○ Create, update, and delete actions are captured along with details on who performed the action and when it was performed• Workflow<ul style="list-style-type: none">○ View details on inbox actions and when tasks were completed / terminated• Reconciliation<ul style="list-style-type: none">○ Details on create, update & delete actions on reconciliation configurations and reconciliation results
10	File Monitor	<ul style="list-style-type: none">• View files that were loaded into the system with filename, timestamp, user, and status
11	File Cabinet	<ul style="list-style-type: none">• View stored files and reports
12	Reference Data	<ul style="list-style-type: none">• Maintain reference data tables such as user aliases, static/security data.
13	Market Data	<ul style="list-style-type: none">• Store market data pricing snaps such as FX rates, Net Assets, Fund Units and other data to assist with break analysis
14	Proforma API	<ul style="list-style-type: none">• REST API's are available for querying the various data sources exposed to Insights
15	Reports	<ul style="list-style-type: none">• Recon Results• Recon Statistics• Break Statistics

II. ARO Data Modeler

Self-service module that allows a business user to pre-process, enrich and augment data files before ingestion into ARO

	Component	Details
1	Data Transformations	<ul style="list-style-type: none">• Drag and drop files for configuration• Support parsing of multiple file formats including: Excel, csv, txt, xml and fixed width files• Merging of Multiple Files• Skip rows at the beginning or end of files (e.g., a summary or disclaimer)• Perform row and column operations• Create complex transformation expressions with support for String, Numeric, Logical, Date and Array based operators• Group and Aggregate data• Perform lookups to supplemental data sources• Transpose data across both axes• Rename columns or add column headers• Preview transformations before they are finalized• Edit and delete existing transformations on a template

III. ARO Reconciliation: Standard

	Component	Details
1	Configuration	<ul style="list-style-type: none">• Source Configuration<ul style="list-style-type: none">○ Auto-config sources to define column names, header row○ Define Rounding on source• Recon/Control Point Configuration<ul style="list-style-type: none">○ Supports reconciliation types<ul style="list-style-type: none">▪ Cash▪ Cash Activity▪ Commission▪ Dividend▪ Position▪ Trade○ Create mapping between files○ Ability to add multiple files on either side○ Multi asset recons are possible○ Recons can be created with no Account, a single Account or Group Account○ Recon can be created with a Parent, Child or Standard Recon type. Parent/child structure allows<ul style="list-style-type: none">▪ Control of Recon Configuration at the parent level, across many child recons▪ Signoff at the Parent level for all underlying recons, or signoff at the child level○ Define complex matching logic○ Provide notifications to source contacts for late source files○ Restrict Force Match to block manual matching on restricted fields○ Auto Update Value Mappings enables the system to automatically remember ID mappings based off of user force matching○ Ability to create Gap items○ Define Base Currency & Holiday Calendar of Recon for use in Rules○ Define Recon Results Template with choice of Columns, Sorting & Clustering• Quality Rules Manager<ul style="list-style-type: none">○ Define individual, matching or netting, quality rules<ul style="list-style-type: none">▪ Define multiple match priority keys▪ Tolerances can be Amount or Percentage based, can be positive or negative, and are applied to key fields▪ Tolerances can be applied to all field types (Amount, Date and Text)▪ Unlimited Tolerances are available▪ Different tolerances are available for Matches, Proposed Matches & Proposed Breaks▪ Includes advanced tolerances such as fuzzy matching, base currency equivalent, NAV Materiality or NAV per share▪ Available matching types are 1:1, 1:A, A:1, A:A, M:0, 0:M, M:N and N:M matching▪ Available netting rules are 0:2, 2:0, A:0 and 0:A▪ Perfect Match prioritizes non-tolerance based matches○ Define rule sets to group sets of rules and re-use across different reconciliations

2	Recon Process	<ul style="list-style-type: none">• Recon Process<ul style="list-style-type: none">○ Auto-initiate recons when all files arrive○ Identification of Matched, Unmatch, Proposed Matched and Proposed Break records○ Troubleshoot breaks○ Aging○ Materiality, NAV Materiality & NAV per share calculations○ Flow to Inbox for Exception Management
3	Recon Results	<ul style="list-style-type: none">• Configurable Recon Workspace• Results searchable by filters and user defined script filters• Force Match/Unmatch• Manual Actions can be restricted to defined usergroup• Can be viewed at parent or child level• All the inbox functionality is available to perform updates:<ul style="list-style-type: none">○ Group / Ungroup tasks○ Assign to specific users○ Claim tasks○ Un-claim tasks○ Add comments○ Upload attachments

IV. ARO Reconciliation: Standard Cash

	Component	Details
1	Cash Reconciliation	<ul style="list-style-type: none">• Cash Activity Reconciliation<ul style="list-style-type: none">○ Matches cash transactions based off of matching rules and netting rules• Cash Summary<ul style="list-style-type: none">○ Reconciles currency balances across accounts○ Overview showing currency balances and details of the break amounts○ Drill down into specific currencies to view transaction details○ Sense checks are performed to ensure day-to-day balances are consistent, and that starting balances + activity are consistent with ending balances○ Unique case handling, such as performing reconciliations where only the end of day balance is provided in the data set○ Auto-Initiate Recon when all files arrive

APPENDIX 2

EZOPS AUP Policy

This Acceptable Use Policy ("Policy") outlines unacceptable use of EZOPS Services (the "Services"). This Policy is in addition to any other terms and conditions under which EZOPS provides the Services to you. EZOPS may modify this Policy from time to time by posting a new version of this document on the EZOPS Web site at "www.EZOPS.com/services/aup.html"

Questions about this Policy (e.g., whether any contemplated use is permitted) and reports of violations of this Policy should be directed to aup@us.EZOPS.com.

Prohibited content, uses and activities include, without limitation, any use of the Services in a manner that, in EZOPS's reasonable judgment, involves, facilitates, or attempts any of the following:

1. violating any law;
2. displaying, performing, sending, receiving or storing any content that is obscene, inappropriate, offensive, or otherwise objectionable, even if the material or its dissemination is lawful;
3. harassing any person or advocating or encouraging violence of any kind against any person, entity or government;
4. infringing, violating or misappropriating another's rights;
5. obtaining unauthorized access to, or interfering by any means with, any user, system, network, service, or account, including evasion of filters or violation of the security or integrity of any network or system;
6. distributing computer viruses or malware of any kind or
7. sending, receiving or supporting email messages that are unsolicited, deceptive, anonymous, excessively voluminous or that contain falsified identifying information, including spamming and phishing.

You are responsible to ensure that use of the Service and content is in compliance with all applicable laws, including laws where the Service or content is uploaded, hosted, stored, accessed or used and to implement necessary restrictions to prohibit use by any individual (e.g. restrictions on access by minors) or in any jurisdiction, as required to comply with such laws. Similarly, EZOPS reserves the right to take all actions it deems appropriate to comply with applicable laws.