



## SERVICE LEVEL COMMITMENT

HWML is committed to respond, in accordance with this Service Level Commitment (“SLC”), to problems encountered by Broker that are reproduced by HWML which represent material deviation of the HWML Software Service from the Service Level described herein. Capitalized terms not defined in this SLC have the meanings given to them in the Agreement. The remedies set forth in this SLC are Broker’s sole and exclusive remedies for any failure to achieve the service levels set forth in the SLC.

### 1. DEFINITIONS.

“Agreement” means that certain Software Subscription Agreement and all Orders entered into by Help With My Loan, Inc. and Broker.

“Authorized Contact” means any one of up to three (3) Broker employees who have been identified by Broker as a person authorized to initiate a Support Request pursuant to Section 2.2 below. Broker may update its list of Authorized Contacts at any time upon notice to HWML.

“Business Day” means any day which is not a Saturday, Sunday or statutory public holiday in Los Angeles, California.

“Business Hours” means between the hours of 9:00am and 6:00 pm (pacific time) on a Business Day.

“Error” means a problem or malfunction in the Software that is reproducible by HWML and has a material effect on system performance.

“Support Request” is defined in Section 2.2 below.

“Work-Around” means a temporary work-around, patch or bypass applied or supplied by HWML acceptable to Broker in order to temporarily correct an Error.

Other terms are defined elsewhere in the text of this SLC or the Agreement.

### 2. TECHNICAL SUPPORT SERVICES.

2.1 Priority Levels. HWML will establish the priority level of each reported Support Request that Broker refers to HWML for assistance. The priority level of each reported Support Request shall be classified in accordance with the following definition (the “Priority Level”):

Priority Level	Error Definition/Condition
<b>1 – Major</b>	<b>Major Impact.</b> The Software is totally impaired, with no workaround available.
<b>2 – High</b>	<b>High Impact.</b> Loss of key functionality of the Software that restricts Broker’s ability to use one or more portions of features of the Software to perform a necessary business function but can be circumvented with a workaround.
<b>3 – Moderate</b>	<b>Moderate Impact.</b> Issue that restricts Broker’s ability to use an isolated component or portion of the Software but that does

	not affect the ability of the Software to perform a necessary business function.
<b>4 – Minor</b>	<b>Minor Impact.</b> Software is usable with limitations or non-material issues.
<b>5 – No Error</b>	<b>No error.</b> Severity level for general support requests, installation questions, new feature requests, etc.

2.2 **Support Request.** All Broker requests for support (each, a “Support Request”) will be made by an Authorized Contact via telephone (833-496-5626) or email (support@helpwithmyloan.com). Such contact number and email will be referred to herein as a “Contact Point” and may be changed upon notice to Broker.

2.3 **HWML Response.** HWML will (i) provide Broker access to HWML’s support helpline as outlined above; (ii) provide generally available updates, enhancements, modifications and each release to the then-current, general release version of the Software that are not separately priced or licensed as new products; and (iii) after HWML receives a Support Request from an Authorized Contact that identifies an Error, HWML will respond to Broker within the call back time frame indicated below and use reasonable efforts, working diligently, to respond and provide a remedy to such Problem. Broker will grant HWML necessary access to the Software in order to provide maintenance and resolve any Errors. For Major Errors, these efforts will continue on an around-the-clock basis until a remedy is in place. HWML and Broker will work together to schedule planned downtime, maintenance periods and other system outages consistent with Broker’s business needs and the scope of such required maintenance or other planned activities that require downtime.

<b>Priority</b>	<b>Call Back Time</b>	<b>HWML Action</b>	<b>Frequency of Update to Broker</b>
<b>1 – Major</b>	1 hour	Work continuously	As required
<b>2 – High</b>	2 hours*	Work continuously during Business Hours	Every business day
<b>3 – Moderate</b>	4 hours**	Work diligently during Business Hours	Once per week
<b>4 – Minor</b>	2 Business Days**	Work as necessary during Business Hours	Once every 2 weeks
<b>5 – No Error</b>	At HWML’s discretion	At HWML’s discretion	At HWML’s discretion

\* Call back during Business Hours.

\*\* Call back during Business Hours if requested.

HWML makes no guarantee or warranty, whether express or implied, on the time required to resolve any Error. In addition, HWML must be able to reproduce Errors in order to resolve them. Broker agrees to reasonably cooperate and work closely with HWML to reproduce Errors, and to continuously provide prompt updates to the Error if further information becomes available to Broker.

This Software Subscription Agreement (this “Agreement”) is entered into as of \_\_\_\_\_, 2021 (“Effective Date”), by and between **Help With My Loan, Inc.**, a Delaware corporation (“HWML”) and \_\_\_\_\_, **Inc.**, a \_\_\_\_\_ corporation (“Broker”). HWML makes certain software services available whereby Broker may efficiently underwrite potential lenders and match them to appropriate lenders.

The parties agree as follows:

1. Initial Order. HWML will make the Software and Services set forth below available to Broker in exchange for the fees set forth below (the “Initial Order”). The “Term” of this Agreement shall begin on the Effective Date (also the “Start Date” with regard to the Initial Order) and shall continue for a period of three years thereafter.

2. Software and Services. HWML will make the Software and Services available to Broker according to the tier of service selected by Broker on the HWML Site (e.g. Transactional, Standard, Professional or Advanced) to include second level customer support and the service level commitment set forth on Schedule 1.

3. Fees.

a. Implementation Fee: Waived

b. Monthly Licensing Fee: Customer will pay HWML the monthly licensing fee according to the tier of service selected by Customer set forth on the HWML Site (e.g. Standard, Professional or Advanced) unless Customer has selected the Transactional tier of service. Customer will receive a 10% discount if Customer pays twelve months of licensing fees in advance.

c. Transactional Licensing Fee: If Customer has selected the Transactional tier of service, Customer will pay HWML 1.25% of the underwritten value of all loans closed by Customer utilizing the Services.

4. Schedules. The following schedules are attached to and form part of this Agreement:

Schedule 1 – Service Level Commitment

Schedule 2 – Terms of Service

5. Additional Orders. Broker may order additional Software and Services by entering into an Additional Order with HWML. Each such Additional Order will, at a minimum, specify (i) the type and quantity of Software and/or Services ordered; and (ii) the fees for such Software and/or Services. Each such Additional Order will be effective once executed by Broker and HWML. The terms and conditions of this Agreement will govern regardless of any additional or conflicting terms on any invoice, order acknowledgment or other document or correspondence, except with regard to the terms identified in clauses (i) - (ii) above, and neither party will be bound by contingencies noted or contained in a submitted order; provided, however, that the definitions set forth in any Additional Order will apply to this Agreement with regard to the application of the terms and conditions of this Agreement on any Software or Services ordered under such Additional Order.

[Signatures Follow]

The parties have entered into this Software Subscription Agreement as of the Effective Date. Each party represents and warrants that its respective signatory whose signature appears below is duly authorized to execute this Agreement.

HWML:

**HELP WITH MY LOAN, INC.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Title of Signatory

2550 North Hollywood Way, Suite 440  
Burbank, CA 91505  
legal@helpwithmyloan.com  
833-496-5626

Broker:

\_\_\_\_\_, INC.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Title (if entity)

Address: \_\_\_\_\_  
\_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

**SIGNATURE PAGE TO  
HELP WITH MY LOAN, INC.  
SOFTWARE SUBSCRIPTION AGREEMENT**

## SCHEDULE 1 – SERVICE LEVEL COMMITMENT

HWML is committed to respond, in accordance with this Service Level Commitment (“SLC”), to problems encountered by Broker that are reproduced by HWML which represent material deviation of the HWML Software Service from the Service Level described herein. Capitalized terms not defined in this SLC have the meanings given to them in the Agreement. The remedies set forth in this SLC are Broker’s sole and exclusive remedies for any failure to achieve the service levels set forth in the SLC.

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[END OF SCHEDULE 1]

## SCHEDULE 2 – STANDARD TERMS & CONDITIONS

1. **TERMS OF SERVICE.** Every Software Subscription Agreement (each, an “Agreement”) and all Orders entered into by Help With My Loan, Inc., a Delaware corporation (“HWML”) are bound by (i) all the terms and conditions set forth below (the “Terms of Service”); (ii) HWML’s terms of use located at <https://helpwithmyloan.com/terms-and-conditions/> (as the same may be updated from time to time, the “Terms of Use”); and (iii) HWML’s privacy policy located at <https://helpwithmyloan.com/privacy-policy/> (as the same may be updated from time to time, the “Privacy Policy”). Capitalized terms not defined herein have the same meaning as set forth in the applicable Agreement and capitalized terms not defined in an Agreement have the same meaning as set forth below.

2. **DEFINITIONS.** In this Agreement, the following terms shall have the following meanings, and such meanings shall apply to both singular and plural forms of any such terms:

“HWML Materials” means the Software, APIs, Documentation and HWML Systems and any and all other information, data, documents, materials, works and other content, devices, methods, processes, hardware, software and other technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans or reports, that are provided or used by HWML or any subcontractor or Third Party Provider of HWML in connection with the Services or otherwise comprise or relate to the Services or HWML Systems, including, for the purposes of this Agreement, as between the parties, HWML Third Party Tools and Data. For the avoidance of doubt, HWML Materials include Usage Data.

“HWML Site” means <https://hwml.app/> and/or <https://helpwithmyloan.com/>, as the case may be, including all subdomains and as each may be updated from time to time.

“HWML Systems” means the information technology infrastructure used by or on behalf of HWML in performing the Services, including all computers, software, HWML Site, any HWML application designed for mobile or other specific devices, hardware, databases, electronic systems (including database management systems) and networks, whether operated directly by HWML or through the use of third party services.

“HWML Third Party Tools and Data” means the third party tools, software, services, Third Party Provider Content, content, materials, information, documents, specifications, products, equipment or components of or relating to the Services that are procured by HWML from Third Party Providers and with which any or all of the Services, including the Software, interoperate.

“Broker Data” means information, data and other content, but excluding Usage Data, in any form or medium, which (i) is uploaded or transmitted directly or indirectly by Broker or an Authorized User to HWML by or through the Software Services; (ii) is directly output from the Processing of such information, data or content by or through the Software Services; or (iii) is created by Broker and maintained by Broker within the

Software Services. For clarity, Broker Data includes Broker Personal Information.

“Broker Systems” means Broker’s, or any Authorized User’s, information technology infrastructure, including without limitation or other computers, software, hardware, databases, electronic systems (including database management systems), networks, telephones, telecommunications connections, whether operated directly by Broker or any Authorized User, Third Party Provider or Distributor.

“Broker Third Party Services and Data” means any third party services, hardware, data, information, or content that are procured by Broker from Third Party Providers to interoperate with the Services.

“Access Methods” means the user identifiers and passwords used to verify an Authorized User’s credentials to use the Software Services and Support pursuant to this Agreement.

“Additional Order” means a written order agreed to between Broker and HWML or Broker’s order of additional Software and/or Services through the HWML Site for additional Software or Services to be purchased, licensed or otherwise provided by HWML. All such Additional Orders will be bound by all the terms of the Agreement.

“Affiliate” means an entity either directly or indirectly Controlled by, Controlling or under common Control (as defined below) of a party.

“Agreement” also means this Software Subscription Agreement, all schedules and exhibits to this Software Subscription Agreement, the Initial Order and each Additional Order, all amendments to the foregoing, and all other documents incorporated by reference herein and therein.

“API” means any application program interface that HWML makes available hereunder.

“Applicable Privacy Laws” means all laws, regulations, rules and guidance pertaining to privacy, data processing and data protection applicable to HWML’s Processing of Personal Information in connection with HWML’s provision of and making available of the Services;

“Authority” means any government authority, agency, body or department, whether federal, state, or municipal, having or claiming jurisdiction over the Agreement and “Authorities” means all such authorities, agencies, bodies and departments.

“Authorized User” means those employees, agents, independent contractors, and customer(s) who are authorized by HWML (or by Broker’s Services Administrator, as defined in and specified in an Order) to use Services, and who have been supplied Access Methods, as may be further specified in the Agreement or an Additional Order.

“Claims” means all claims, demands, losses, liabilities and damages (including taxes and related penalties if applicable), and all related costs and expenses, including reasonable legal and professional fees, expert fees and disbursements, and costs of investigation, litigation, settlement, judgment and appeal, if any.

“Control” (and its variants set forth in Section 1.2) means having a more than fifty percent (50%) equity voting interest or the sole power to direct or cause the direction of the management or policies of the entity, whether through the ability to exercise voting power, by contract or otherwise.

“Confidential Information” means any oral, written, graphic or machine readable information including, but not limited to, that which relates to research, trade secrets, product plans, products, developments, inventions, processes, designs, drawings, engineering, formulae, markets, software, hardware configuration, algorithms, business plans, agreements with third parties, services, customers, marketing or finances of the disclosing party, which Confidential Information is designated in writing to be confidential or proprietary, or if given orally, is confirmed in writing as having been disclosed as confidential or proprietary within a reasonable time (not to exceed thirty days) after the oral disclosure, or which information would, under the circumstances, appear to a reasonable person to be confidential or proprietary.

“Distributor” means a third party distributor or vendor over whose network or through whose services Broker may use the Services.

“Documentation” means any written specifications, manuals or instructions for the Software Services that HWML specifically provides or makes available for Broker through Broker’s account, as well as any then-current general minimum Broker System requirements as published by HWML (as may be updated from time-to-time).

“Feedback” means all suggestions, input, information, comments, or other feedback provided by or on behalf of Broker to HWML with respect to the Services, but excludes Broker Data.

“Harmful Code” means any software, hardware or other technology, device or means, including any virus, worm, malware or other malicious computer code, the purpose or effect of which is to permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede in any manner any (a) computer, software, firmware, hardware, system or network; or (b) any application or function of any of the foregoing or the security, integrity, confidentiality or use of any data Processed thereby.

“Intellectual Property Rights” means all intellectual property and other proprietary rights, including, without limitation, all rights provided under trade secret law, patent law, copyright law, trade mark or service mark law, design patent or industrial design law, semi-conductor chip or mask work law, and any other statutory provision or common law principle which may provide a right in either ideas, formulae, algorithms, concepts, inventions or know-how, whether registered or not and including all applications therefor.

“Modifications” means any corrections, improvements, translations, alterations, adaptations, revisions, withdrawals, additions, developments, as well as new versions or regular enhancements, changes, upgrades or updates; and “Modify” shall mean the creation of any of the foregoing. For clarity, Modification does not include additional or wholly new modules, products or services.

“Order” means the Initial Order or an Additional Order, as the case may be.

“Personal Information” means (a) information about an identified or identifiable individual; (b) any information that when combined with such individually identifiable information identifies an individual; or (c) information that is otherwise protected under Applicable Privacy Laws.

“Process” means to create, obtain, acquire, record, access, organize, alter, use, store, maintain, copy, aggregate, disclose, erase, destroy, dispose of or otherwise process. “Processing” and “Processed” have correlative meanings.

“Professional Services” means the customization, integration, training, consulting, development and other professional services purchased pursuant to the Agreement or any Order, and any Modifications to such services, but does not include Software Services or Support.

“Service Level Commitment” means the service level commitment attached as Schedule 1.

“Services” means the Software Services, including accompanying Support, and Professional Services.

“Software” means the HWML software application(s) and other software, and all Modifications of the foregoing, that HWML makes available for use as part of the Software Services whether through the HWML Site or otherwise.

“Software Services” means the software services made available by HWML for use by Broker, including the making available of the Software and accompanying Support, and any Modifications to such services and/or software, as may be subscribed to or purchased by Broker pursuant to and as specified in an Order, but not including Professional Services or HWML Third Party Tools and Data.

“Support” means the standard support services accompanying the Software Services, as described in the Service Level Commitment, and any Modifications to such support services, but not including Professional Services or HWML Third Party Tools and Data. For clarity, Support does not include Professional Services, hardware and related supplies and support thereof, or any onsite (e.g. onsite at a Broker location) support.

“Third Party Provider” means a supplier of data, information, content, software, services or other items or infrastructure that are part of or otherwise used in connection with the Services to include Amazon Web Services, Google Analytics, Twilio, Mixpanel, Hotjar, Zendesk and Stripe.



“Use” or “use” (a) of the Software Services, including accompanying Support, means to “access and use” the Software Services and to “access, use and, to the extent applicable, receive” Support; and (b) of Professional Services, means to “receive” Professional Services.

“Usage Data” means information, data and other content collected from, as well as insights, ideas, observations and know-how generated from, HWML’s monitoring of usage and interaction with the Services by Authorized Users that is sufficiently different from Broker Data (including Personal Information) that Broker Data cannot be reverse engineered or otherwise identified from the inspection analysis or further Processing of such data.

“Work Product” means (in any form including source code) any and all processes, methods, formulas, algorithms, reports, programs, manuals, software, flowcharts and systems and any improvements, enhancements, or modifications to any of the foregoing, which are developed, prepared, conceived, or made by HWML as part of, in connection with, or in relationship to the performance of Services pursuant to this Agreement. Work Product also means all such developments as are originated or conceived during the term of this Agreement but are completed or reduced to practice thereafter.

Other terms are defined elsewhere in the text of this Agreement.

### 3. TERM & TERMINATION; FEES.

#### 3.1 Term/Termination/Suspension.

3.1.1 Term of Agreement. This Agreement shall commence on the Effective Date and shall continue in effect thereafter for as long as any Order entered into pursuant to this Agreement remains in effect.

3.1.2 Term of Order(s). The term of each Order will commence on its “Start Date” (as defined and stated therein) and shall continue in effect thereafter for its term as may be specified in any such Order and in accordance with the provisions stated therein. In the event no term is indicated in an Order for Software Services, (a) the term of such Order will be the three (3) year period commencing on the Start Date (as defined and stated in such Order); and (b) such term will automatically renew for successive 12 month periods unless either party notifies the other in writing of its decision not to extend the term of such Order at least 60 days prior to the expiration of the then current term.

3.1.3 Termination for Breach; Insolvency. Either party may terminate any or all Orders in the event of a material breach thereof which is not cured within 30 days of written notice of such material breach; provided, however, such termination shall not take effect if the breaching party cures or corrects the breach within such 30 day notice period. In addition, either party may terminate any or all Orders upon written notice to the other if the other party is adjudicated as bankrupt or if a petition in bankruptcy is filed by or against the other party (and such petition is not dismissed within 30 calendar days) or if the

other party makes an assignment for the benefit of creditors or an arrangement pursuant to any bankruptcy act or insolvency laws.

3.1.4 Suspension of Services. In the event that HWML learns of any of the following described circumstances, then HWML may immediately suspend or disable Broker’s or any Authorized User’s use of any or all of the Services and HWML Materials, without liability to HWML: (a) any breach of Section(s) 3.5.1(a), 3.5.2(a), or 6.2; (b) any circumstance that HWML reasonably and in good faith believes requires temporary suspension of the Services in order to protect the Services, HWML, HWML Materials, any HWML Third Party Provider, or any of HWML’s client’s or their data, for clarity including for example but not exclusively cases of cyber-attack, Broker data breach or physical security risk to equipment; or (c) if Broker does not cure any late payment hereunder within 10 days of the date of HWML’s notice regarding such late payment, HWML will give Broker reasonable advance notice of a suspension under this paragraph and a chance to cure the grounds on which the suspension is based, unless HWML determines, in its reasonable judgment, that a suspension on shorter or contemporaneous notice is necessary to protect the Services, HWML, HWML Materials, any HWML Third Party Provider, or any of HWML’s Brokers or their data from imminent risk. In the event that HWML suspends use of the Service pursuant to this Section 3.4.4, HWML will promptly inform Broker in writing, and will use reasonable efforts to limit the suspension to the affected portion(s) of the Services, and will work with Broker to resolve the issue(s) causing such suspension.

3.1.5 Effect of Termination. In addition to any other termination obligations hereunder, the below provisions shall apply upon the earlier of termination of this Agreement or termination of any Order.

(1) Broker shall immediately cease using any terminated or expired Services, HWML Third Party Tools and Data and HWML Materials. Broker shall within 30 days: (a) pay all agreed upon sums owing to HWML under the affected Order(s) to the date of termination; (b) return to HWML, or at HWML’s written request destroy, all documents and tangible materials containing, reflecting, incorporating, or that are based on, any HWML Materials or other HWML Confidential Information; (c) permanently erase all HWML Materials and other HWML Confidential Information, as well as all electronic files containing, reflecting, incorporating, or that are based on HWML Confidential Information or HWML Materials, from all Broker Systems; and (d) upon HWML’s request, certify to HWML in a signed written instrument that it has complied with the requirements of this Section.

(2) Notwithstanding anything to the contrary in this Agreement, with respect to information and materials then in its possession or control: (a) HWML may retain Broker’s Confidential Information and HWML may retain Broker Data, in each case, in its then current state and solely to the extent and only for so long as required by applicable law, rule or regulation; and (b) HWML may retain Broker Data in its backups, archives and disaster recovery systems until such Broker Data is deleted in the ordinary course (up to 180 days following the date of termination of this Agreement). All information and materials

described in this Section 3.4.5(2) will remain subject to all confidentiality, security and other applicable requirements of this Agreement.

3.1.6 Transition. Upon termination of this Agreement, at Broker's request, and for a period not to exceed ninety (90) days from the date of termination, HWML shall cooperate with Broker in the transition of moving Broker Data back to Broker or Broker's designee. If the Agreement is terminated by HWML pursuant to Section 3.4.3, then such services shall be provided by HWML at its then-current standard professional services rates plus expenses and Taxes, and HWML may at its discretion require advance payment or other adequate security for payment as HWML may consider appropriate in connection with or as a condition to the provision of services described in this Section 3.4.6.

### 3.2 General Services Restrictions and Obligations; Representations and Warranties.

3.2.1 General Broker Obligations. Broker shall: (a) obtain and maintain all necessary licenses, consents, and permissions necessary for HWML, its contractors and agents to perform their obligations under this Agreement; and (b) comply with all applicable laws, rules, and regulations applicable to its use of the Services, HWML Materials and Broker Third Party Services and Data, including privacy laws, securities laws, and export laws.

3.2.2 Responsibility. Broker shall be responsible for its, and any Authorized User's (a) compliance with, and breach of, (i) this Agreement; (ii) the Terms of Use; and (iii) the Privacy Policy; and (b) any conclusions, decisions or actions based on their use of the Services, HWML Materials or Broker Third Party Services and Data. None of Broker or any Authorized User may use the Services or any HWML Materials other than in the manner specifically identified in this Agreement.

3.2.3 Access Methods. Authorized Users may only use the Services via the Access Method(s) stated in the applicable Order(s). Broker is responsible for protecting the security and integrity of all Access Methods. Broker shall hold in strict confidence all administrative Access Methods. Broker is responsible for any acts or omissions occurring under any administrative Access Methods, other than those administrative Access Methods which are under the control or care of HWML.

3.2.4 Corrective Action and Notice. If Broker becomes aware of any actual or threatened activity prohibited by this Section 3, then Broker shall, immediately: (a) take all reasonable and lawful measures within its control necessary to stop the activity or threatened activity and to mitigate its effects; and (b) notify HWML of any such actual or threatened activity.

3.2.5 Broker Systems. As between the parties, Broker has and will retain sole control over the operation, maintenance and management of, and all use of, any Broker Systems, and sole responsibility for all use and receipt of the Services and HWML Materials by any person by or through Broker Systems or any other means controlled or directed by

Broker or Authorized User, including any information, instructions or materials provided by same to the Services or HWML.

3.2.6 Cooperation. Broker shall: (a) provide reasonable cooperation and assistance as HWML may reasonably request to enable HWML to exercise its rights and perform its obligations under and in connection with this Agreement; (b) promptly communicate to HWML all changes to Broker's resources, equipment, facilities and software, that impact or may impact the Services; and (c) carry out all other Broker responsibilities set out in this Agreement in a timely and efficient manner. HWML is not responsible or liable for any delay or failure of performance caused in whole or in part by Broker's delay in performing, or failure to perform, any of its obligations under this Agreement.

3.2.7 Relationship Management. The parties will each appoint a person to act as its representative for managing the overall relationship between the parties. The parties' representatives will meet quarterly to review the status of the Services, and the parties' compliance with this agreement, and other relationship governance matters as mutually agreed from time to time.

3.2.8 Modifications; Upgrades; New Services. HWML reserves the right to Modify any of the Software Services or HWML Materials and any portions or configurations thereof, from time to time; provided that no such Modification may materially diminish any functionality or feature of the Software Service material to Broker's use of the Software. HWML may, in its sole discretion, make available, for additional fees, additional or wholly new modules, services and products that have materially different functionality from the Software Services as described in the Initial Order.

3.2.9 HWML Third Party Tools and Data. Except with respect to HWML's Hosting Providers, HWML shall be responsible for all HWML Third Party Tools and Data provided as part of the Software Services and shall provide Support for the same.

3.2.10 Broker Third Party Services and Data. Broker may from time to time procure Broker Third Party Services and Data. Any acquisition by Broker of any such Broker Third Party Services and Data, and any exchange of data between Broker and any Third Party Provider, is solely between Broker and the applicable Third Party Provider. HWML does not warrant or support Broker Third Party Services and Data, except that (i) HWML will support integration of the interoperability of the Software Services with Broker Third Party Services and Data; and (ii) HWML may agree to other support if specifically agreed to by the parties in a particular Order.

3.2.11 Promotional Material. If HWML or Broker wishes to use promotional material referring to the other party, its services or marks, the party desiring to use such material shall, before using it, submit such material to the other party for review and written approval. The parties agree that any of them can withhold approval until the promotional material is agreeable to such party.

3.2.12 Mutual Representations and Warranties. Each party represents and warrants to the other party that: (a) it is duly organized, validly existing and in good standing as a corporation or other entity under the laws of the jurisdiction of its incorporation or other organization; (b) it has the full right, power and authority to enter into his Agreement; (c) the execution of this Agreement by its representative whose signature is set forth at the end of this Agreement has been duly authorized by all necessary corporate or organizational action of such party; (d) when executed and delivered by both parties, this Agreement will constitute the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms; and (e) the fulfilment of its obligations under this Agreement will not breach its contractual or other obligations to third parties, and will not breach any applicable laws.

3.2.13 HWML Representations and Warranties. HWML represents and warrants that the Professional Services will be performed in a competent, professional and workmanlike manner. To the extent any acceptance criteria are required in connection with any Work Product provided as part of any Professional Services provided pursuant to a particular Order, then such criteria shall be set out in such Order. In the event such Work Product do not meet such acceptance criteria, HWML will reasonably proceed to correct the deficiency until such Work Product are accepted (not to be unreasonably withheld) by Broker. For a period of 90 days from such Acceptance ("Work Product Warranty Period"), HWML warrants that such Work Product will materially conform to such applicable acceptance criteria, if any. During the Work Product Warranty Period, HWML's sole responsibility and Broker's sole remedy with respect to non-conforming Work Product is for HWML to, at its option, either use commercially reasonable efforts to correct the deficiency or terminate the affected Professional Services and refund to Broker any amounts paid for such Work Product, but termination may only be selected if the deficiency cannot be corrected by HWML, using commercially reasonable efforts, within 30 days of Broker's written notice of the deficiency. The warranty set forth in in this Section 6.3.2 does not apply upon any of the following: (a) any change, addition, deletion or other modification was made to the Work Product, except as specifically authorized in writing by HWML; and (b) failure by Broker to report a deficiency within the specified Work Product Warranty Period.

### 3.3 Fees and Charges.

3.3.1 Fees and Charges; Payment Terms. Broker shall pay fees and charges stated in the applicable Order(s), in United States Dollars, plus all applicable Taxes, within 15 days after the date of HWML's invoice. These fees and charges shall be due and payable by Broker to HWML regardless of whether Broker uses any Services. In case of Termination for Breach or Insolvency as per Section 3.4.3, only the unused portion of pre-paid fees is refundable.

3.3.2 Fee Increases. There will be no increase in the fees and charges for the Software Service(s) specified in a particular Order for at least one year following the Effective Date. Thereafter, HWML may increase the fees and charges in such Order by providing advance written notice to Broker, but HWML shall not increase its fees and charges for the

Software Service subscribed to thereunder more than once during any 12 month period.

3.3.3 Late Payment. HWML may assess a late charge at a rate of (i) 1% per month; or (ii) the maximum amount allowed under the law, whichever shall be greater, on all amounts due and not paid within 30 days of the date of HWML's invoice until the time of HWML's receipt of payment.

3.3.4 Taxes. HWML's rates, fees and other charges set forth in this Agreement do not include any and all present or future taxes, levies, customs, duties, deductions, charges or withholdings, and all liabilities (including penalties, additions to tax, interest and expenses) with respect thereto, including but not limited to value added tax, sales tax, consumption tax and similar taxes or duties, as well as any similar city, municipal, provincial or state taxes whether currently imposed or to be imposed in the future, but excluding always taxes or duties determined on HWML's gross or net income, personnel or property (collectively, hereinafter referred to as "Taxes"), for which Broker will be responsible. For any Taxes that HWML is required to withhold or remit to the applicable taxing authority, HWML shall include each such Tax as a separate line item on its applicable invoice, shall timely remit such Taxes to the applicable taxing authority and shall indemnify Broker from any failure thereof by HWML. If any Taxes are found to be applicable or if Broker or any person paying to HWML on behalf of Broker (including banks) shall be required by Law to deduct any Taxes from or in respect of any sum payable to HWML hereunder, then: (a) the sum payable to HWML shall (at the same time and on the same conditions as applied to the sum payable) be increased as may be necessary such that following all required deductions, HWML receives the amount equal to the sum it would have received had no such deductions been made; and (b) Broker shall pay the full amount deducted to the relevant taxation authority or other authority in accordance with the applicable Law. Upon the request of HWML, Broker shall promptly take all reasonable and proper actions, including, without limitation, the completion of forms, certificates and documents and the provision of information to the relevant taxing authority, of the kind required under the applicable Law.

4. NONDISCLOSURE OF CONFIDENTIAL INFORMATION. HWML and Broker each agree not to use any Confidential Information disclosed to it by the other party for its own use or for any purpose other than to carry out the purposes of this Agreement. Neither party will disclose or permit disclosure of any Confidential Information of the other party to third parties or to employees of the party receiving Confidential Information, other than directors, officers, employees, consultants and agents who are required to have the information in order to carry out the purposes of this Agreement. Each party has had, or will have, entered into arrangements with its employees, consultants and agents who have access to Confidential Information of the other party with substantially similar restrictions on disclosure to this provision. Each party agrees that it will take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of the other party in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized under this provision to have any such information. Such measures will include, but not be

limited to, the highest degree of care that the receiving party utilizes to protect its own Confidential Information of a similar nature, which will be no less than reasonable care. Each party agrees to notify the other in writing of any actual or suspected misuse, misappropriation or unauthorized disclosure of Confidential Information of the disclosing party which may come to the receiving party's attention. Notwithstanding the above, neither party will have liability to the other with regard to any Confidential Information of the other which the receiving party can prove: (i) was in the public domain at the time it was disclosed or has entered the public domain through no fault of the receiving party; (ii) was known to the receiving party, without restriction, at the time of disclosure, as demonstrated by files in existence at the time of disclosure; or (iii) is disclosed with the prior written approval of the disclosing party. Confidential Information may be disclosed pursuant to the order or requirement of a court, administrative agency, or other governmental body; provided, however, that the receiving party will provide prompt notice of such court order or requirement to the disclosing party to enable the disclosing party to seek a protective order or otherwise prevent or restrict such disclosure. Confidential Information so disclosed will continue to be treated as Confidential Information as between the parties hereto. Notwithstanding the foregoing, either party may provide information about the terms and status hereof on a confidential basis to its subcontractors, lenders, private investors, legal counsel, accountants, auditors and other professional advisors, and either party may file a copy of this Agreement with the Securities and Exchange Commission or other applicable regulatory body on advice of counsel; provided, however, that the filing party will use reasonable efforts to seek confidential treatment of the economic terms of this Agreement and will notify the other (non-filing) party in writing in advance of such filing. Each party acknowledges that the restrictions and obligations in this Section 6.6 are reasonable and necessary to protect the other party's interests and in the event of a violation of these restrictions or obligations, remedies at law may be inadequate and a violation may cause irreparable damages. Accordingly, notwithstanding anything to the contrary herein, each party shall be entitled to immediately seek injunctive relief, without posting bond or other security, against the other party or the other party's employees or agents for any violation thereof.

## 5. SECURITY; PERSONAL INFORMATION; DISASTER RECOVERY.

5.1 Security. HWML shall be responsible for implementing and complying with commercially reasonable measures (including technical and organizational security measures) designed to maintain the security and non-disclosure of all Broker Data in the course of providing the Software Services and Support under this Agreement. HWML shall comply with all Laws (including Applicable Privacy Laws) applicable to its Processing of Broker Data and otherwise performing the Services. HWML shall use reasonable endeavors to set up, maintain and operate in good repair all systems used to perform the Services. In addition, HWML shall ensure, using commercially reasonable endeavors, that all systems used to provide the Services are configured in accordance with the "principle of least privilege".

5.2 Personal Information. HWML acknowledges that Broker Data may include Personal Information of Authorized

Users ("Broker Personal Information"). With respect to such Broker Personal Information, HWML shall: (a) use Broker Personal Information only for the purposes necessary to fulfill this Agreement; and (b) maintain Broker Personal Information only for so long as may be required to fulfill the purposes for which Broker Personal Information was collected, or as may be permitted herein.

5.3 Government Demand. Notwithstanding anything to the contrary in this Agreement, HWML may disclose Broker Data as required by applicable law, rule or regulation, including Applicable Privacy Law, or by proper legal or Authority. HWML shall, to the extent legally permitted, give Broker prompt notice of any such legal or governmental demand and reasonably cooperate with Broker in any effort to seek a protective order or otherwise to contest such required disclosure, at Broker's expense.

5.4 Hosting. Broker agrees that HWML may transfer Broker Data to, and Process Broker Data via, providers of hosting and backup services for the purposes of HWML providing and making available the Services (each, a "Hosting Provider"). HWML shall provide to Broker a list of such Hosting Provider(s) involved in the Services who have been transferred Broker Data for backup storage, hosting storage and Processing services, and a copy of any information HWML receives describing the information security of such Hosting Providers. Broker shall be provided notice of any changes by HWML from one Hosting Provider to another.

## 6. ADDITIONAL TERMS AND CONDITIONS.

6.1 Broker Data; Feedback. As between the parties, Broker owns all right, title and interest in and to Broker Data. Broker hereby grants to HWML and its Affiliates a non-exclusive, worldwide, royalty-free, fully paid-up license to use and Process (including, without limitation, to host, store, copy, record, transmit, maintain, and display), including via Broker's Third Party Providers, Broker Data and any Broker Third Party Services and Data for the purposes of (i) making available and providing the Services hereunder; and (ii) research, statistical, data analysis, marketing, sales tracking or similar purposes. Broker is solely responsible for the following with respect to any Broker Data and Broker Third Party Services and Data: (a) compliance with the Acceptable Use Policy; (b) all storage, backup and retrieval thereof not used by HWML to provide or make available the Services; (c) any transmission errors, corruption, or compromise thereof transmitted via Distributors or other Third Party Providers, or otherwise transmitted via the Internet; and (d) the condition, completeness, timeliness, backup, legality, reliability, integrity, accuracy and quality thereof. Broker agrees that HWML does not review, edit, substantiate, determine or otherwise have any responsibility for the accuracy, quality, integrity, legality, reliability, or appropriateness of any Broker Data or Broker Third Party Services and Data. For certainty, HWML is not responsible for and has no liability for Broker not storing and backing-up all Broker Data. Broker may from time to time provide Feedback. Broker agrees that all Feedback is and shall be given entirely voluntarily. Feedback, even if designated as confidential by Broker shall not, absent a separate written agreement, create any confidentiality obligation for HWML. HWML shall be free to use,

disclose, reproduce, license or otherwise distribute, and exploit the Feedback provided to it as it sees fit, entirely without obligation or restriction of any kind on account of Intellectual Property Rights or otherwise.

6.2 HWML's Proprietary Rights; Third Party Beneficiaries; Equitable Relief. All right title and interest in and to the Services and HWML Materials, and any Work Product, including, without limitation, all Intellectual Property Rights and other proprietary rights therein, are and shall remain the sole and exclusive property of HWML, its Affiliates and their Third Party Providers, as the case may be. This Agreement does not grant any Intellectual Property Rights or license under any Intellectual Property Rights in or to the Services or HWML Materials. All rights in and to the Services and HWML Materials are expressly reserved by HWML and the respective Third Party Providers. Broker shall not violate the Intellectual Property Rights and other proprietary rights of HWML, its Affiliates, and their Third Party Providers in the Services and HWML Materials, including, but not limited to, any contractual, statutory, or common-law rights, during and after the term of this Agreement or of any Order. Upon any termination of this Agreement or suspension of Services, Broker shall immediately cease all use of Software, Software Services and HWML Materials. Broker shall comply with all reasonable requests made by HWML to protect the rights of HWML at their expense, its Affiliates, and their Third Party Providers in the Services and HWML Materials. As between the parties, all Broker Data and Broker Systems, and all Intellectual Property Rights therein, shall remain the sole and exclusive property of Broker, and, except in the course of fulfilling its obligations hereunder, HWML shall not use, disclose, or otherwise share such with any third-party including but not limited to any other financial service provider. The parties agree that any breach or threatened breach of Section 4 or this Section 6.2 shall cause a party, its Affiliates and/or their Third Party Providers irreparable injury that cannot be adequately compensated for by means of monetary damages. Any breach thereof may be enforced by the affected party, its Affiliates, or their Third Party Providers by means of equitable relief (including, but not limited to, injunctive relief) in addition to any other rights and remedies that may be available, without the need to post a bond or other security.

6.3 DISCLAIMERS. EXCEPT AS EXPRESSLY SPECIFIED IN THIS AGREEMENT, WITH RESPECT TO THE SERVICES, HWML MATERIALS, THIRD PARTY TOOLS AND DATA, BROKER THIRD PARTY SERVICES AND DATA, WORK PRODUCT, AND ANY DATA OR RESULTS OBTAINED OR OUTPUT BY USING ANY OF THEM: (A) BROKER'S OR AUTHORIZED USER'S, USE THEREOF ARE ALL AT THEIR SOLE RISK; (B) ARE PROVIDED "AS IS" AND "AS AVAILABLE"; (C) THE REMEDIES LISTED IN THE SERVICE LEVEL COMMITMENT ARE BROKER'S SOLE AND EXCLUSIVE REMEDY, AND HWML'S SOLE OBLIGATION, REGARDING ANY FAILURE OF OR OTHER ISSUE WITH THE SOFTWARE, SERVICES OR SUPPORT; AND (D) THERE ARE NO REPRESENTATIONS, WARRANTIES, CONDITIONS OR GUARANTEES, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED (WHETHER ARISING UNDER COMMON LAW, STATUTE, COURSE OF DEALING

OR TRADE, OR OTHERWISE) (I) REGARDING ANY OF THEM, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OR CONDITION OF FITNESS FOR A PARTICULAR PURPOSE, QUALITY, MERCHANTABILITY, QUALITY, NON-INFRINGEMENT, CURRENCY, COMPLETENESS, ACCURACY, ACCESSIBILITY, RELIABILITY, SECURITY, AVAILABILITY, OR UNINTERRUPTED USE; OR (II) THAT ANY OF THEM WILL MEET ANY REQUIREMENTS, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE (INCLUDING FROM HACKING OR OTHER UNAUTHORIZED INTRUSION, SUCH AS DENIAL OF SERVICE ATTACKS), ERROR FREE, OR FREE OF HARMFUL CODE.

#### 6.4 LIABILITY.

6.4.1 LIMITATION. IN NO EVENT WILL THE MAXIMUM CUMULATIVE LIABILITY OF HWML OR ITS AFFILIATES, OR BROKER OR ITS AFFILIATES, FOR ANY AND ALL LIABILITIES AND CLAIMS ARISING IN CONNECTION WITH THIS AGREEMENT (REGARDLESS OF WHEN MADE) EXCEED THE TOTAL FEES PAID BY BROKER TO HWML UNDER THE APPLICABLE ORDER FOR THE SERVICE IN QUESTION IN THE 12 MONTH PERIOD PRECEDING THE DATE ON WHICH SUCH LIABILITY IS ALLEGED TO HAVE ARISEN.

6.4.2 EXCLUSIONS. IN NO EVENT WILL HWML OR ITS AFFILIATES, OR BROKER OR ITS AFFILIATES, BE LIABLE FOR ANY OF THE FOLLOWING DAMAGES OR LOSSES WHATSOEVER ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT (A) INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, AGGRAVATED, EXEMPLARY OR PUNITIVE DAMAGES OR LOSSES; (B) LOSS OF BUSINESS OR GOODWILL, SALES, USE, PROFITS, OR REVENUE, OR LOSS OF OR CORRUPTION TO DATA OR CONTENT; OR (C) COSTS FOR THE PROCUREMENT OF SUBSTITUTE PRODUCTS OF SERVICES.

6.4.3 CARVE-OUT. THE LIMITATIONS AND EXCLUSIONS IN SECTION 6.4.1 AND SECTION 6.4.2 DO NOT APPLY TO LIABILITY FOR (I) DEATH OR PERSONAL INJURY RESULTING FROM A PARTY'S NEGLIGENCE OR MISCONDUCT; (II) A PARTY'S INDEMNIFICATION OBLIGATIONS IN SECTION 6.6; (III) A PARTY'S BREACH OF SECTION 4 (TO THE EXTENT NOT DUE TO A SECURITY INCIDENT OR A SECURITY INCIDENT CAUSE); (IV) THE VIOLATION OF A PARTY'S INTELLECTUAL PROPERTY RIGHTS; OR (V) A PARTY'S OR ITS REPRESENTATIVES' FRAUD, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT.

6.4.4 APPLICATION. THIS SECTION 6.4 APPLIES TO ALL CAUSES OF ACTION, WHETHER BASED IN CONTRACT, TORT OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, FOR FUNDAMENTAL BREACH, HOWEVER CAUSED AND REGARDLESS OF THE LEGAL THEORY OF LIABILITY, EVEN IF ANY EXCLUSIVE

REMEDY PROVIDED FOR HEREIN FAILS ITS ESSENTIAL PURPOSE, AND EVEN IF A PARTY IS ADVISED IN ADVANCE OF THE DAMAGES OR LOSSES IN QUESTION OR EVEN IF SUCH DAMAGES OR LOSSES WERE FORESEEABLE. THE PARTIES HAVE FREELY AND OPENLY NEGOTIATED THIS AGREEMENT, INCLUDING THE PRICING, IN THE KNOWLEDGE THAT THE LIABILITY OF THE PARTIES IS TO BE LIMITED IN ACCORDANCE WITH THE PROVISIONS OF THIS AGREEMENT.

6.5 INDEMNIFICATION BY HWML. HWML will defend, indemnify, and hold harmless Broker, its officers, directors, employees, contractors, Affiliates, Authorized Users and agents (the “Broker Indemnitees”) from and against any and all liabilities, losses, damages, claims, and expenses, including legal fees (collectively, “Losses”) to the extent arising from any allegation that the Services, the Software or their use in accordance with the terms hereof Agreement infringe a third party’s Intellectual Proprietary Rights.

6.5.1 Exceptions. Notwithstanding Section 6.5, HWML has no obligation hereunder and will be indemnified by Broker to the extent any infringement claim or litigation, or any liabilities, losses, damages, costs or expenses, including reasonable lawyers’ fees (“Losses”), arises as a result of: (a) use of any of the Services, Work Product or HWML Materials in violation of this Agreement; (b) any modification to any of the Services, Work Product or HWML Materials by a party other than HWML or its authorized agents; (c) any combination of any of the Services, Work Product or HWML Materials with any computer program, software, hardware or equipment where such claim of infringement would not exist without such combination; or (d) use of any of the Services, Work Product or HWML Materials after HWML notifies Broker to discontinue such use.

6.5.2 Additional Infringement Remedies. In the event that any Services performed or Deliverable supplied by or through HWML in connection with this Agreement or any HWML Materials becomes, or in HWML’s reasonable opinion, is likely to become, the subject of a Claim of infringement, or if Broker is prevented from using the Services, the Work Product or the HWML Materials by reason of a Claim of infringement, HWML shall make commercially reasonable efforts, at HWML’s expense, to (i) modify the applicable component of the Services, Work Product or HWML Materials so that there is no longer any infringement, provided that the modification does not adversely affect the functionality or performance capabilities of the Work Product, Services or HWML Materials; (ii) procure for Broker Indemnitees the right to continue using the infringing component of the Work Product, Services or HWML Materials on terms not less favorable than those provided in this Agreement; or (iii) replace the infringing Services, Work Product or HWML Materials with functionally equivalent non-infringing Services, Work Product or HWML Materials that satisfy the warranties and covenants herein. In the event that the foregoing are not reasonably feasible within ninety (90) days after Broker is advised by HWML to cease using the allegedly infringing Deliverable, Service or HWML Materials, then either Party may terminate the Agreement and HWML shall refund all unused fees directly attributable to the infringing Services, Work Product or HWML

Materials previously paid by Broker, including any unused prepayments received by HWML for Services or Work Product not provided as a result termination under this Section or as a result of Broker being advised to cease using the Services or Work Product as set out herein, as liquidated settlement of any liability other than the foregoing obligation of indemnification.

6.5.3 Sole Remedy. This Section 6.5 constitutes Broker’s sole remedy, and HWML’s sole obligations, in respect of infringement claims, proceedings inclusive of litigation and arbitration, and demands.

6.6 INDEMNIFICATION BY BROKER. Broker shall indemnify, hold harmless and defend HWML, its Affiliates, and each of their respective officers, directors, employees, agents, heirs, successors in interest from and against any and all Losses from any third-party claim to the extent arising from: (a) Broker Data; (b) Broker’s or any Authorized User’s breach of this Agreement; (c) Broker’s or any Authorized User’s, breach of any applicable laws, rules or regulations; (d) Broker’s or any Authorized User’s, fraud or willful misconduct; (d) any property damage or personal injury caused by Broker or any Authorized User; or (e) Broker’s or any Authorized User’s financial, business or commercial judgments.

6.7 INDEMNIFICATION PROCEDURES. The indemnification obligations on the part of either party hereunder are conditional upon: (a) the indemnifying party being notified in writing promptly of the indemnified party’s receipt of notice of the claim (provided, however, that the failure to provide such notice shall not relieve the indemnifying party of its indemnification obligations under Section 6.5 or Section 6.6, except to the extent of any material prejudice to the indemnifying party as a direct result of such failure); (b) the indemnifying party having sole control over the defense or settlement of such claim; and (c) the indemnifying party being given the necessary authorization, information and full co-operation and assistance by the indemnified party for the defense of same (at the indemnifying party’s cost); provided in all cases, however, that the indemnifying party shall not make any admission against the indemnified party’s interests or enter into any settlement or compromise of any Claim in the event such settlement or compromise imposes any liability or obligation on the indemnified party without the indemnified party’s prior written consent.

## 7. MISCELLANEOUS.

7.1 Independent Contractors. Broker and HWML are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties. Neither party is an agent or representative of the other or is authorized to make any warranties or assume or create any other obligations on behalf of the other.

7.2 Force Majeure and Uncontrollable Events. Except for the payment of money for goods delivered or services rendered, neither party will be liable for any interruption, delay or failure to perform any obligation under this agreement when such interruption, delay or failure results from causes beyond such

party's reasonable control, including any law or act of any governmental authority, war, riot, terrorism, insurrection or other hostilities, embargo, fuel or energy shortage, equipment breakdowns, power failure, pandemic, epidemic, fire, mass casualty event, flood, earthquake, act of God, strikes, lockouts, labor shortages, failure of a third party to satisfy its contractual obligations, or any other similar cause.

7.3 Export Controls. Broker acknowledges and agrees that the Software Services, Support or HWML Materials may be subject to export controls under United States and other export control Laws. Broker shall not directly or indirectly, whether to an Affiliate or a third party: (a) export, re-export, transfer, or release (herein referred to as "export") any component of the Software Services, Support or HWML Materials, to any prohibited or restricted destination, person, or entity; or (b) access or use or allow any Authorized User, Affiliate or third party to use the Software Services, Support or HWML Materials in a manner prohibited or restricted by export control Laws. Broker shall comply with all applicable export controls Laws at all times.

7.4 Audit; Inspection. During the term of this Agreement, and upon at least 14 days' prior written notice to Broker, no more often than once per annum HWML shall have the right, during normal business hours, to audit the manner of use of the Services solely in accordance with the scope of audit agreed to by the parties in advance of such audit, each party's consent to such scope of audit not to be unreasonably withheld, and under Broker's reasonable supervision. HWML will ensure that the audit is conducted in a manner that will result in minimal disruption to Broker's business.

7.5 Governing Law; Venue. The laws of the State of California shall be applied to this Agreement, without reference to conflicts of law principles, and the parties submit to the exclusive jurisdiction of (a) the United States District Court for the Central District of California (to the extent it has subject matter jurisdiction); or (b) the Superior Court of California, County of Los Angeles; but the Parties agree that HWML may seek equitable relief in any venue it so chooses. This Agreement shall not be governed by the United Nations Convention of Contracts for the International Sale of Goods, as amended, replaced or re-enacted from time to time, the application of which is hereby expressly excluded.

7.6 Assignment. The parties shall not assign or transfer (including by operation of law) this Agreement, including any Order(s), without the prior written consent of the other and any attempted assignment or transfer shall be null and void and shall constitute a material breach of this Agreement. In addition to and notwithstanding the foregoing, if the ownership of Broker at any time shall pass out of the majority control of its then-current owners by sale of stock or assets, merger or otherwise, Broker shall give HWML not fewer than 30 days' prior written notice to the effective date of any change of control. HWML shall have the right to terminate any or all affected Order(s) by providing written notice to Broker within the later of 60 days following (a) receipt of such notice of change of control; or (b) the date such change of control occurs. If HWML elects not to exercise the foregoing termination right, any successor-in-interest to the Order(s) as a result of the change of control shall assume all rights and

obligations of Broker and shall be responsible for adhering to the terms thereof. Any attempted assignment in violation of this section will be null and void. This Agreement shall be binding upon, shall enure to the benefit of, and shall be enforceable by the parties and their permitted successors and assigns.

7.7 Entire Agreement; Amendments. This Agreement represents the entire agreement between the parties with respect to its subject matter and supersedes all previous agreements, representations, discussions, understandings or writings between the parties with respect to its subject matter. There are no oral or written collateral representations, agreements or understandings. This Agreement may not be modified except in a written document signed by the parties.

7.8 Conflicts. In the event of any conflict among the terms of this Agreement or any Order, the terms of the Order shall prevail only with respect to the Services and pricing specified in such Order, as well as any provisions in the Agreement that are specifically excluded or modified in such Order. Except as may be specifically provided for in a particular Order, any such exclusion or modifications contained in any Order shall not modify this Agreement with respect to any other Order.

7.9 Headings; Interpretation. The section and subsection headings used in this Agreement are for reference and convenience only, and shall not affect in any way the meaning or interpretation of the Agreement. Where the word "including" or "includes" is used herein, it means "including without limitation" or "includes without limitation", respectively.

7.10 Waiver; Severability. The failure of a party to insist upon strict compliance with any term or condition of this Agreement on any occasion shall not be construed as a waiver with regard to any subsequent failure to comply with such term or condition. No waiver of any term or condition of this Agreement, including any Order, shall be effective unless agreed to in writing by the party making the waiver. If any term or condition hereof is found by a court, administrative agency or jurisdiction to be unenforceable, the remaining terms and conditions hereof shall remain in full force and effect and shall be enforceable to the maximum extent permitted by law, and the parties shall substitute a valid, legal and enforceable provision as close in legal and economic consequence as possible to the provision being struck or considered unenforceable. If the limitation of liability set forth in this Agreement is limited by law, then HWML's liability will be limited to the greatest extent permitted by law.

7.11 Counterparts; Electronic Transmission. This Agreement may be signed in any number of counterparts with the same effect as if the parties had signed the same document. Delivery by electronic transmission is as effective as delivery of an original of this Agreement.

7.12 Survival. Notwithstanding the termination or expiry of this Agreement, all obligations which either expressly or by their nature are to continue after the termination or expiry of this Agreement shall survive and remain in effect, including, without limitation, Sections 3.1.5, 3.1.6, 3.2.1, 3.2.2, 4, 6 and 7.

7.13 Notices. All notices and other communications under this Agreement shall be in writing and shall be deemed to have been duly delivered if delivered by hand or sent by nationally recognized overnight carrier, or prepaid registered or certified mail, return receipt requested, with acknowledgment by the receiving party as of the date received, to the address listed in the first paragraph above, or to such other address as either party shall specify in a written notice to the other.

7.14 Commencement of Services. Commencement of the Service(s) prior to the signing of this Agreement or any applicable Order(s) by HWML does not constitute acceptance by HWML of any changes made by Broker to the terms and conditions of this Agreement or any Order(s) and no such changes are binding on HWML until HWML has agreed to them in writing.

[END OF SCHEDULE 2]