

SEVANTA DEALFLOW SUBSCRIPTION AGREEMENT

THIS SUBSCRIPTION AGREEMENT (the "Agreement") governs your acquisition and use of our services. By executing an order form that references this agreement, you agree to the terms of this agreement and represent that you have the authority to bind such entity ("CLIENT") and its affiliates to these terms and conditions. If you do not have such authority, or if you do not agree with these terms and conditions, you must not accept this agreement and may not use the services. This agreement is effective as of the date of acceptance of this agreement.

1. DEFINITIONS.

1.1 "SEVANTA" refers to Sevanta Systems Corporation, a Florida corporation.

1.1 "End Users" shall mean those persons whom CLIENT directly or indirectly authorizes to use the Licensed Materials, the functionality thereof, and/or use SEVANTA'S servers or network.

1.2 "Licensed Materials" shall mean (1) the platform, applications, and software marketed by SEVANTA, which provides the functionality, as set forth in the Order Form and its Exhibits, (2) Documentation, (3) on-line help, (4) Updates, (5) Deliverables, (6) interfaces between Licensed Materials and other materials/software, and (7) modifications.

1.3 "Intellectual Property" means all copyright (including but not limited to rights in computer software), patents, trademarks, trade names, trade secrets, registered and unregistered design rights, database rights and topography rights, all rights to bring an action for passing off, any other similar form of intellectual property or proprietary rights, statutory or otherwise, whether registrable or not and shall include applications for any of them, all rights to apply for protection in respect of any of the above rights and all other forms of protection of a similar nature or having equivalent or similar effect to any of these which may subsist anywhere in the world.

1.4 "Update" shall mean a subsequent release or use of the Licensed Materials that is made available to CLIENT by SEVANTA at its sole and absolute discretion. Updates shall include (but not be limited to) all error corrections, bug fixes, enhancements, and future and additional versions of the Licensed Materials or any portions thereof.

2. DELIVERY AND ACCEPTANCE OF MATERIALS AND SOFTWARE.

2.1 Deliverables. On the Commencement Date, SEVANTA shall provide CLIENT with the rights to use the Licensed Materials and the information needed by End Users to access said materials.

2.2 Acceptance. The Deliverables provided to CLIENT shall be deemed accepted in "As Is, Where Is" condition without any warranty express or implied, as to any matter whatsoever, including without limitation, the condition of the Deliverables, its merchantability or its fitness for general purposes or for any specific purpose.

3. CLIENT LICENSE GRANTS.

3.1 Authorization of End Users. CLIENT shall designate and identify in writing to SEVANTA the End Users prior to their access of the Licensed Materials under CLIENT'S license. The use by End Users of the Licensed Materials shall at all times be subject to CLIENT'S satisfaction and compliance of its obligations per the terms and conditions of this Agreement. End Users shall agree to an End User License Agreement prior to use of Licensed Materials, and CLIENT agrees to cooperate with SEVANTA on the enforcement of such agreements.

3.2 License. Upon the terms and conditions contained herein, SEVANTA hereby grants to CLIENT a limited, non-exclusive, non-transferable, revocable right and license to download and use the Licensed Materials solely for CLIENT'S own commercial use. CLIENT hereby acknowledges and agrees that they may not reproduce, duplicate, modify, perform, transfer, post, distribute, sell, create derivative works of or otherwise use or make available the software or website except as expressly provided in this Agreement. No license is granted to CLIENT by this Agreement in the human readable code, known as the source code, of the website or software, and no rights are granted to CLIENT by this Agreement in any patents, copyrights, trade secrets, trademarks or any other rights in respect of the software or website.

3.3 Restrictions, Circumvention and Reproduction. Ownership of all SEVANTA'S Intellectual Property Rights shall vest in and remain with SEVANTA. Other than as provided in Section 3.2, SEVANTA does not by these terms and conditions grant CLIENT any right, title, or interest in or to any SEVANTA software or documentation, or in any related patents, copyrights, trade secrets or other proprietary intellectual property. CLIENT shall acquire no rights of any kind in or to any SEVANTA trademark, service mark, trade name, logo or product or service designation under which SEVANTA'S products or services were or are marketed (whether or not registered) and shall not use same for any reason except as expressly authorized in writing by SEVANTA prior to such use. CLIENT shall not, or attempt to (or otherwise authorize, encourage or support others' attempts to) circumvent, re-engineer, decrypt, break or otherwise alter or interfere with the use of the Licensed Materials.

Moreover, CLIENT agrees to the following restrictions:

- (a) CLIENT will not reprint, republish or distribute any Licensed Materials.
- (b) CLIENT will not attempt to decipher, decompile, disassemble or reverse engineer any software comprising or in any way used or downloaded from the website or the Licensed Materials.
- (c) CLIENT will not sell any information found on the Licensed Materials or website.
- (d) CLIENT will not use any information found within the Licensed Materials in violation of any other party's rights, including copyrights or privacy rights, or in violation of any relevant laws.

3.4 Password and Account. Each End User will receive a password and account designation upon completion of the set-up process and upon CLIENT identifying the END USER per SEVANTA'S requirements. Each account is assigned to a specific individual and may not be shared with other individuals or transferred to other individuals. CLIENT is responsible for ensuring that End Users maintain the confidentiality of the password and account, and CLIENT is fully responsible for all activities that occur under such accounts. CLIENT shall immediately notify SEVANTA of any unauthorized use of the End User accounts or any breach of security. SEVANTA cannot and will not be liable for any loss or damage arising from CLIENT'S failure to comply with this Section.

4. FEES AND PAYMENTS.

4.1 "Setup Fee". CLIENT shall pay to SEVANTA a one time, non-refundable fee to configure the Licensed Materials for use by CLIENT as defined on the Order Form.

4.1 "System License Fee". In consideration of the license and services granted herein, CLIENT shall pay to SEVANTA an annual fee as defined on the Order Form. Such fee shall be paid for the year in advance.

4.2 "End User License Fees". In consideration of the license and services granted herein, CLIENT shall pay to SEVANTA a monthly fee for each End User as enumerated on the Order Form. Such fee shall be paid for 12 months in advance.

4.3 Additional Users. In the event that the CLIENT desires to add additional End Users, CLIENT shall notify SEVANTA of same in writing and shall submit payment to SEVANTA equal to the yearly fee for such user, prorated for the number of days until the end of the current Term.

4.4 Removal of Users. In the event that CLIENT desires to decrease the number of End Users, to no fewer than the "Minimum Number of Users" as defined on the Order Form, the CLIENT shall be entitled to a credit equal to the prorated amount of such person's fee for the remainder of such Term which credit shall be applicable towards any of CLIENT'S future renewals.

4.5 Taxes. CLIENT shall pay any sales, use, property, license, value added, withholding, excise or similar tax, whether federal, state or local, that may be imposed upon or with respect to the delivery and/or use by CLIENT of the Licensed Materials, as well as any costs, penalties or interest associated with the collection or withholding thereof.

4.6 Initial Payment. The total fee payable upon execution of this Agreement from CLIENT shall be the sum of Setup Fees and End User License Fees for the "Initial Number of Users" as defined on the Order Form, for the 12 months following the Commencement Date.

5. TERM AND TERMINATION.

5.1 Term. This Agreement shall continue in force from the Commencement Date until twelve consecutive months thereafter, unless extended as provided herein or terminated as provided hereunder.

5.2 Automatic Renewal. This agreement shall automatically renew for consecutive 12 month periods upon receipt of the License Fees, as provided herein. For purposes of this Agreement, the initial term and each renewal term shall be referred to each, as a "Term."

5.3 Inflation Adjustment. License Fees shall be increased by 3% for every consecutive term.

5.4 Termination upon Breach. Either party may terminate this Agreement upon sixty (60) days' written notice of a material breach by the other party if such breach is not cured within such sixty (60) day period; provided, however, that there shall be no cure period for Intellectual Property infringement, a breach of the confidentiality provisions or use restrictions contained herein. Furthermore, either party may terminate this Agreement in the event that the other party institutes or has instituted against it any proceedings seeking relief, reorganization or arrangement under any laws relating to insolvency or bankruptcy, which proceedings are not

dismissed within sixty (60) days, or upon any assignment for benefit of creditors, appointment of a receiver, liquidator or trustee, of either party's property or assets, or upon the liquidation, dissolution or winding up of either party's business, or shall suffer anything analogous to these matters.

5.5 Elective Termination. After the first 12-month Term, either party may terminate this Agreement upon sixty (60) days' written notice prior to the end of a Term. In the event that this Agreement is terminated pursuant to this Section 5.5, CLIENT shall be entitled to the receipt of the pro rata share of the unused End User License Fees for the balance of Term from the date the termination takes effect.

5.6 Rights Upon Termination If this Agreement is terminated or expires, the license to use the Licensed Materials granted hereunder shall terminate. SEVANTA shall not be required to provide any Updates, maintenance, or support after termination and shall have the right to immediately terminate CLIENT'S access to the website and Licensed Materials. SEVANTA reserves the right to destroy all data and backups immediately upon termination.

6. TRAINING, SUPPORT AND MAINTENANCE.

6.1 Consulting. SEVANTA shall provide during each Term consultation, configuration, and remote training concerning the use, operation, and functionality of the software and website. Such support shall not exceed twenty-five (25) hours per Term. Any other consulting, support or custom programming work will be charged at \$200 an hour, in 1/10 of an hour increments. SEVANTA may adjust this hourly rate from time to time with 15 days advance notice.

6.2 Maintenance Obligations. CLIENT may receive Updates, with or without additional charge at SEVANTA'S sole and absolute discretion. Further, SEVANTA hereby reserves the right to determine at its discretion if Support is necessitated in addition to the Updates due to CLIENTS misuse of the Licensed Materials or if services requested by CLIENT are considered consulting or custom programming work, all for which shall be charged as provided above.

6.3 Standard Support. SEVANTA shall offer to CLIENT the Standard Support services set forth below ("Support") at no additional charge. SEVANTA shall establish and maintain the organization and processes to provide support to CLIENT. Support shall include but not be limited to (i) a diagnosis of problems or performance deficiencies of the Licensed Materials and (ii) a resolution of problems or performance deficiencies of the Licensed Materials. SEVANTA shall provide Support on a prompt basis within 24 hours from receipt of request via email or phone.

6.4 Downtime. SEVANTA shall not be held liable for connectivity problems due to CLIENT'S computers, internet connections or networks. SEVANTA shall not be liable for any loss of data that may occur due to flaws or security breaches in CLIENT'S equipment or CLIENT'S Internet Service Provider. In the event that SEVANTA'S systems are unavailable for more than one (1) hour in any one (1) month, except for previously scheduled downtime, and CLIENT is able to satisfactorily demonstrate, at SEVANTA'S sole and absolute discretion, that such downtime was a result of SEVANTA'S servers or the Licensed Materials, SEVANTA shall solely and exclusively be responsible for extending the Term of this Agreement for one (1) additional month at no cost to CLIENT. The foregoing shall be CLIENT'S sole and exclusive remedy for SEVANTA'S systems being unavailable for more than one (1) hour in any one (1) month. Notwithstanding, SEVANTA shall have the right to schedule up to 5 hours of downtime for maintenance and support on any given weekend after having provided CLIENT with at least one week's prior written notice of same.

7. CONFIDENTIALITY AND NONCOMPETITION AGREEMENT.

7.1 Confidential Information. By virtue of this Agreement, the parties may have access to information that is confidential to one another ("Confidential Information").

(a) Confidential Information means any information which one party discloses to the other in connection with the Licensed Materials or which is developed in connection with the development of the Licensed Materials unless it is in the public domain at the time of the disclosure or development or thereafter becomes public information other than by breach of an obligation of confidentiality. Confidential Information includes, without limitation, plans, designs, drawings, specifications, processes, procedures, techniques, data, financial information, charts, analytical matter and know-how, whether communicated in writing, orally or electronically. Confidential information shall also include, whether or not such information is in the public domain, any and all data and information obtained and resulting from the utilization of the Licensed Materials by CLIENT.

(b) Neither party will disclose Confidential Information to third parties or permit confidential information in its possession to be disclosed to third parties except that either party may disclose Confidential Information to a consultant, attorney, accountant or employee that is engaged to work on any deal that is pursued or contemplated by CLIENT, but the party engaging such consultant, attorney, accountant or employee will cause such person to use the information solely in connection with the negotiation and development of proposed deal and not to disclose it to anyone else. Further, the covenant with respect to disclosure will not apply to disclosure to any of CLIENT'S Affiliates, or any successor to all or substantially all of the business and assets of a party that becomes bound by the obligations of that party under this Agreement.

(c) Notwithstanding any provision contained in this Agreement to the contrary, each party acknowledges that violation of the provisions of this Section will cause irreparable harm to the other that cannot be reasonably or adequately compensated by damages. Accordingly, each party will be entitled, without posting bond or other security, to injunctive and other equitable relief in a Court of Law to prevent or cure any breach or threatened breach of this Section; but no action for any such relief will be deemed to waive the right of the aggrieved to a claim for damages pursuant to the Arbitration Section of this Agreement.

(d) The provisions of this Section will survive termination of this Agreement.

(e) CLIENT acknowledges and agrees that: (i) SEVANTA and its Affiliates, employees and consultants retain all rights, title and interest in and to the Licensed Materials, and CLIENT acknowledges and agrees that it does not acquire any rights, express or implied, therein and (ii) if at any time CLIENT suggests any new features, functionality, or performance that SEVANTA subsequently incorporates into the Licensed Materials, such new features, functionality, or performance shall be the sole and exclusive property of SEVANTA.

8. WARRANTY.

8.1 Compliance with Laws. CLIENT represents and warrants that by using the Licensed Materials they are not violating any applicable laws or regulations.

8.2 Disclaimer of Warranties and Limitation of Liability. CLIENT understands and agrees that the use of the Licensed Materials is at their own risk and that CLIENT will be solely responsible for any damage to their computer systems that may result from their use or

downloads of the Licensed Materials. CLIENT agrees that the service is provided on an "As Is" and "As Available" basis, except as otherwise provided in this Agreement. CLIENT acknowledges that SEVANTA shall have no liability to CLIENT or any third party for any modification, suspension, discontinuance or termination of the service or any part thereof. SEVANTA expressly disclaims all warranties of any kind, whether express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement. SEVANTA makes no warranties that the service will meet CLIENT'S requirements, or that the service will always be timely, accurate, uninterrupted or secure. No advice or information, whether oral or written, obtained by CLIENT from the Licensed Materials shall create any warranty not expressly made herein. CLIENT is liable for the quality and validity of the data utilized by CLIENT, and SEVANTA expressly disclaims any warranty related thereto. CLIENT may not rely on any information or advice, without further research. To the extent jurisdictions do not allow the exclusion of certain warranties, some of the above exclusions may not apply.

Except in jurisdictions where such provisions are restricted, CLIENT agrees that SEVANTA'S entire liability to CLIENT or any third party and CLIENT'S or Third Person's exclusive remedy, in law, in equity, or otherwise, with respect to the services provided under this Agreement and/or for any breach of this Agreement is solely limited to the amount CLIENT paid for such services during the Term of such breach. Except in jurisdictions where such provisions are restricted, SEVANTA, and its affiliates, employees, consultants, shall not be liable for any indirect, incidental, special or consequential damages even if SEVANTA has been advised of the possibility of such damage being asserted. To the extent that a jurisdiction does not permit the exclusion or limitation of liability as set forth herein, SEVANTA's liability is limited to the maximum extent permitted by law in such jurisdiction.

9. INDEMNIFICATION.

CLIENT agrees to release, indemnify, defend and hold harmless SEVANTA, its parent companies, subsidiaries, and affiliates, together with their respective officers, directors, shareholders, contractors, agents, employees, licensors and assigns from and against all liabilities, claims, damages, costs and expenses (including reasonable attorney's fees and costs) arising out of or in connection with (a) CLIENT'S use of or failure to use the services provided herein or the Licensed Materials; (b) breach or alleged breach of this Agreement; (c) CLIENT'S breach or alleged breach of copyright, trademark, proprietary or other rights of third parties; (d) breach of any of CLIENT'S representations and warranties; and (e) from any damages asserted based on or relating to the use of the Licensed Materials or based on any violations of the end user provisions.

10. MISCELLANEOUS.

10.1 Governing Law. The substantive laws of the State of Florida, U.S.A., exclusive of any conflicts of laws or principles that could require the application of any other law, shall govern this Agreement for all purposes, including the resolution of all disputes between or among the parties.

(a) Place and Language of Arbitration. Unless otherwise agreed by all parties to the dispute, the place of arbitration shall be Miami-Dade County, Florida, U.S.A. The arbitration proceedings shall be conducted in the English language and the arbitrator(s) shall be fluent in the English language.

(b) Rules. Any dispute arising out of or relating to, or in connection with this Agreement including any question regarding its existence, interpretation, validity or termination, or breach

thereof, which cannot be amicably resolved by the parties, shall be settled before three arbitrators, unless all parties to the dispute agree to a sole arbitrator within thirty (30) days after the filing of the arbitration, in accordance with the Rules of Arbitration of the International Chamber of Commerce (ICC). The filing of the arbitration means the date on which the claimant's request for arbitration is received by the other parties to the dispute. The arbitration shall proceed in the absence of a party who, after due notice, fails to answer or appear. An award shall not be made solely on the default of a party, but the arbitrator(s) shall require the party who is present to submit such evidence as the arbitrator(s) may determine is reasonably required to make an award. The resulting arbitral award shall be final and binding without right of appeal, and judgment upon such award may be entered in any court having jurisdiction thereof. A dispute shall be deemed to have arisen when either party notifies the other party in writing to that effect.

(c) Method of Appointment of the Arbitrators. The arbitrator(s) will be jointly selected by the parties to the dispute. If the parties to the dispute fail to agree on the arbitrator(s) within thirty (30) days after the filing of the arbitration, then the arbitrator(s) shall be appointed in accordance with the Rules of the Court of Arbitration of the International Chamber of Commerce.

(d) Interest. The award shall include interest, as determined by the arbitral award, from the date of any default or other breach of this Agreement until the arbitral award is paid in full. Interest shall be awarded at twelve percent (12%) per annum.

(e) Currency of Award. The arbitral award shall be made and payable in United States dollars, free of any tax or deduction.

10.2 Notices. All notices, authorizations, consents, or other communications required or permitted to be given hereunder shall be made in writing and shall be deemed effective when delivered according to contact info as provided on the Order Form.

Any party hereto may change its address for purposes hereof by so notifying the other party. The person and/or persons designated above shall be the authorized representative for CLIENT and any decisions made by such person shall be binding upon CLIENT. In the event that such person no longer has authority to bind CLIENT, CLIENT shall promptly notify SEVANTA of a substitute representative. SEVANTA shall have no liability in the event that it relies on a person that no longer has authority to bind CLIENT unless SEVANTA has received a notice of such change by certified mail, return receipt requested at the address provided for above. All notices shall be provided by certified mail or express mail (i.e. Federal Express or other courier service), return receipt requested at the address provided for above. E-Mail notifications shall be deemed effective so long as there is an acknowledgment of receipt by the recipient and concurrently therewith, if written notice is required per the terms of this Agreement, the delivering party provides such notice by certified mail or express mail (i.e. Federal Express or other courier service), return receipt requested at the address provided for above.

10.3 Severability. In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force.

10.4 Waiver. The waiver by either party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach.

10.5 No Partnership or Joint Ventures. No agency, employment, partnership, joint venture, or other joint relationship is created hereby. CLIENT and SEVANTA are each independent contractors with respect to the other and neither has any authority to bind the other in any respect whatsoever.

10.6 Assignment. Neither party may assign, transfer or delegate this Agreement or any such party's right and obligation hereunder to any third party hereto, without the consent of the other party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, each party may assign this Agreement and such party's rights and obligations hereunder without the consent of the other party to an affiliate of such party so long as such party remains primarily liable for its obligations hereunder. In addition, either party may assign this Agreement, and its rights and obligations hereunder, to any third party that acquires substantially all of such party's stock or assets relating to that portion of such party's business that is related to the subject of this Agreement. Any attempted assignment, delegation, or transfer in contravention of this Agreement shall be null and void.

10.7 Entire Agreement. This Agreement, together with the schedules hereto, constitutes the complete agreement between the parties and supersedes all prior or contemporaneous agreements or representations, written or oral, concerning the subject matter of this Agreement and such schedules. This Agreement may not be modified or amended except in a writing signed by a duly authorized representative of each party. No other act, document, usage or custom shall be deemed to amend or modify this Agreement.

10.8 FORCE MAJEURE. Neither party shall be deemed to be in default of or to have breached any provisions of this Agreement as a result of any delay, failure in performance, or interruption of service resulting directly or indirectly from acts of God, acts of civil or military authority, civil disturbance, war, strikes or other labor disputes, fires, transportation contingencies, laws, regulations, acts or orders of any government agency or official thereof, other catastrophes or any other circumstances beyond the party's reasonable control.

10.9 Headings. The section headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of any such section nor in any way affect this Agreement.

10.10 Attorney's Fees and Costs. In the event of any litigation between the parties arising out of or relating to this Agreement, the prevailing party shall be entitled to recover all costs incurred and reasonable attorneys' fees, including attorneys' fees, in all investigations, trials, bankruptcies, and appeals.

10.11 Waiver by Jury Trial. Each of the parties to this Agreement hereby waives its right to trial by jury in any judicial proceeding to which it is a party involving this Agreement, or any of the transactions contemplated hereby or thereby.

This agreement was last updated: 5 August 2011