

BROKERAGE SUBSCRIPTION AND LICENSE AGREEMENT
ASTRO™ Operations Suite™

This BROKERAGE SUBSCRIPTION AND LICENSE AGREEMENT (as defined in Recital C and Section 1, “Agreement”), is made and entered into as of the day and an order form is executed or “I agree” button is clicked by and between ASTRO, LLC, a Utah limited liability company (hereinafter, “Astro”), whose principal address is at 376 East 400 South, Suite 120, Salt Lake City, UT 84111 and the brokerage firm identified as the “Customer (Brokerage)” on the summary page (hereinafter, “You” and “Your”) whose principal address is at the location identified for it on the signature page. Astro and You are referred to sometimes in this Agreement singularly as a “Party” and together as the “Parties”.

Background

A. Astro is in the business of developing products and services centered upon software for real estate brokerage operations, related computing and networking and other related products and services.

B. You are a commercial real estate brokerage and property management firm which desires to use the Astro software under the terms and conditions of the Order Form so that You can make the software available to the individuals within Your brokerage, for use in accordance with the Order Form, this Brokerage subscription and License Agreement, Services Summary, Acceptable Use Policy and License Terms. Each order defined in an Order Form will be performed under these terms and conditions.

C. **IMPORTANT: READ THIS ASTRO SOFTWARE SUBSCRIPTION AND LICENSE AGREEMENT (THIS “AGREEMENT”) CAREFULLY BEFORE CONTINUING REGISTRATION. BY CLICKING THE “I ACCEPT” BUTTON OR OTHERWISE ACCEPTING THIS AGREEMENT THROUGH AN ORDER FORM THAT INCORPORATES THIS AGREEMENT (THE “ORDER FORM”), YOU AGREE TO FOLLOW AND BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THE TERMS AND CONDITIONS OF THIS AGREEMENT AND, IN SUCH EVENT, “YOU” AND “YOUR” AS USED IN THIS AGREEMENT SHALL REFER TO SUCH ENTITY, IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE TO ALL THE TERMS AND CONDITIONS IN THIS AGREEMENT, YOU MUST SELECT THE “I DECLINE” BUTTON AND MAY NOT USE THE SERVICES.**

Agreement

In consideration of the mutual promises and covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Agreement Definitions. “You” and “your” refers to the individual or entity that has ordered software as a service from Astro, LLC, a Utah limited liability company (“Astro”), or an authorized distributor by executing the Services Summary that accompanies and incorporates this Agreement (collectively, the “Agreement”). Software as a service consists of system administration, system management, and system monitoring activities that Astro performs for Astro programs, and includes the right to use the Astro programs, support services for such Astro programs, as well as any other services provided by As-

tro, as defined in the Services Summary (collectively, the “Services”). The term “program documentation” refers to the program Services Summary as well as any other materials provided by Astro as part of the Services. The term “Astro programs” refers to the software products owned or distributed by Astro to which Astro grants you access as part of the Services, including program documentation, and any program updates provided as part of the Services. The term “users” shall mean those individuals authorized by you or on your behalf to use the Services, as defined in the Order Form. The term “your data” refers to the data provided by you that resides in your Services environment. The term “Order Form” refers to the Order Form signed by the Parties that accompanies and incorporates this Agreement, including the Services policies and any other document referenced or incorporated into the Order Form.

2. Applicability of Agreement. This Agreement is valid for the Order Form which this Agreement accompanies.

3. Rights Granted. Subject to Section 6, upon Astro’s acceptance of your order and for the duration of the Services term defined in the Order Form, you have the nonexclusive, non-assignable, royalty free, worldwide limited right to use the Services solely for your internal business operations and subject to the terms of this Agreement. You may allow your users to use the Services for this purpose and you are responsible for your users’ compliance with this Agreement. The Services are provided as described in, and subject to, any services policies referenced in the Order Form and in the following additional documents or at the following locations (and these additional documents or the applicable terms found at the locations identified are incorporated by this reference as if fully set forth in this document): (i) rates or promotional terms accepted by You in the Order Form to which this Agreement is attached); (ii) any pricing schedule separately agreed to by the Parties and made applicable to the Services purchased under this Agreement; (iii) the Services Summary incorporated here in and forward.; (iii) the Acceptable Use Policy (“AUP”) found at the URL; (iv) the applicable License Terms found at the URL specified in; and (v) Any promotional Terms for a six month trial attached as. You acknowledge that Astro has no delivery obligation and will not ship copies of the Astro programs to you as part of the Services. You agree that you do not acquire under this Agreement any license to use the Astro programs specified in the Order Form in excess of the scope and/or duration of the Services. Upon the end of this Agreement or the Services thereunder, your right to access or use the Astro programs specified in the Order Form and the Services shall terminate. Astro may modify this Agreement at any time by sending you a revised agreement or by posting a revised version of this Agreement at: <http://www.astroapplications.com> or at such other location as Astro may designate to You. Any revised terms shall become effective upon the Effective Date shown in the revised Agreement. By continuing to use or receive Services after the Effective Date of any revisions to this Agreement, You agree to be bound by the revised Agreement. It is Your responsibility to check the Astro website pages regularly for changes to this Agreement or to the License Terms. This Agreement was last modified on the date set forth on the last page of this Agreement.

4. Conflicting Terms. If there are conflicting terms contained in the documents referenced, the order of priority of the interpretation shall be in the following order: (a) during a trial period, the Free Six Month Trial Agreement Term and Conditions; and (b) thereafter, first this Agreement, then the Services Summary and policies, then the AUP, and then the License Terms.

5. Rates Applicable; Changes to Rates; Taxes. The rates applicable for Services ordered under this Agreement shall be either (i) the rates selected at the time of ordering by You; or, if no rates were selected at the time of order, (ii) the rates set forth in any pricing schedule made part of this Agreement; or if no rates were selected at the time of ordering by You and no pricing schedule is made part of this Agreement, (iii) the rates set forth in the applicable Services Summary. Promotional terms, discounts or waivers apply only if accepted by You at the time of the order or if described in a pricing schedule, and shall apply only according to the terms expressly stated in the promotion, discount or waiver. Unless a pricing schedule that is made part of this Agreement states that the rates described therein or in the Ser-

vices guide are stabilized for a pricing schedule term, Astro may change the rates applicable to Services ordered under this Agreement at any time upon notice to You, which may occur by posting the new rate in the Services Summary or on the Astro One Touch Services portal. All rates are exclusive of, and, as provided in Section 18, You agree to pay, all current or future taxes, regulatory surcharges, recovery fees, shipping charges, and other similar charges specified or allowed by any governmental entity relating to the sale, use or provision of the Services.

6. Promotional or Trial Terms. If at the time you order Services you qualify for and accept the Services on a trial or promotional basis, the following terms apply in addition to the Free Six Month Trial Agreement Terms and Conditions:

(i) the Effective Date of the trial or promotional terms is the date that You input your subscriber information, register and activate Your account, accept the promotional or trial terms, and accurately input the Astro-provided promotional code at Astro One Touch Services online web portal (<http://www.astroapplications.com>);

(ii) the rates effective upon expiration of the trial or promotional period shall be the rates selected at the time of ordering by You; or, if no rates were selected at the time of order, the rates set forth in any pricing schedule made part of this Agreement; or if no rates were selected at the time of ordering by You and no pricing schedule is made part of this Agreement, the rates set forth in the applicable Services Summary;

(iii) unless the promotion or trial offer expressly states otherwise, You may qualify only for one promotion or trial offer at a time;

(iv) credits due for a promotion or trial offer may be applied by Astro to amounts due in later invoice periods; and

(v) if the promotion or trial offer provides you Services at no charge, at the end of the trial or promotion period, if you do not terminate your use of the Services and you continue to use the Services, Astro will charge you the applicable rates you agreed to consistent with the terms of this Agreement.

All promotions and/or trials are subject to change or withdrawal by Astro at any time in Astro's sole discretion.

7. Billing, Payments, Deposits. Unless payment terms are otherwise specified at the time of order (e.g., credit card payment), payment is due thirty (30) days after the invoice date and must refer to the invoice number. Restrictive endorsements or other statements on checks are void. If You do not dispute a charge in writing within six (6) months after the invoice date, You waive the right to dispute the charge (except to the extent applicable law or regulation requires otherwise). Astro may charge a late fee for overdue payments at the lower of 1.5% per month (18% per annum) or the maximum rate allowed by law; plus all costs (including attorney fees) of collecting delinquent or dishonored payments. Astro may require You to establish a deposit as a condition of providing Services. You authorize Astro to investigate Your credit and share information about You with credit reporting agencies.

8. Compliance with Laws. You agree that You will use the Services(s) in compliance with all applicable laws and regulations, and in compliance with any orders issued by courts or other governmental bodies of competent jurisdiction.

9. User Compliance. You agree that You will cause Users (anyone who uses or accesses a Services provided by Astro to You under this Agreement) to comply with this Agreement, and You are responsible for a User's use of the Services. Except where otherwise required by law, You are not permitted to resell any one or more of the Services to third parties (excluding Your "Affiliates"(defined in Section 30)) without first obtaining written consent from Astro.

10. Contact Information. You agree to maintain current and accurate contact information (email; telephone number, mailing address) and a valid billing address by supplying this information during registration on the Astro Cloud Portal. You agree to monitor messages sent by Astro to the addresses listed by You. If Astro attempts to contact You using the contact information You have supplied (i.e., by sending a message either by email or mail, or by calling the telephone phone number supplied and, where possible, leaving a message) and does not receive a response within the time frame requested in the message, Astro may suspend Your service. If Astro contacts you again about the same matter as the first message and You fail again to reply within the time frame requested, or if Astro ascertains that the contact information is incorrect or fraudulent, Astro may disconnect the Services and cancel Your account. AUP: You agree that You will comply with the AUP and will cause Users to comply with the AUP. No Resale: Except where required by law, You are not permitted to resell a Services to third parties (excluding Your Affiliates) without first obtaining written consent from Astro.

11. License Terms. Use of Services requires You and Users of Services to agree to comply with applicable license terms described herein or presented during access to or use of Services. Your use and acceptance of the Services constitutes Your agreement and acceptance of these license terms. If You do not agree to accept applicable license terms or if a User will not agree to accept applicable license terms necessary for use of the Services, You may not use the Services or allow a User to use the Services and You should cancel and not use the Services. Any License Terms shall be held to apply over any conflicting term found in the documents described herein solely as such license term relates to the use or right that is the subject of the license.

12. Ownership and Restrictions. You retain all ownership and intellectual property rights in and to your data. Astro or its licensors retain all ownership and intellectual property rights to the Services and Astro programs. Astro retains all ownership and intellectual property rights to anything developed and delivered under this Agreement. Third party technology that may be appropriate or necessary for use with some Astro programs is specified in the program documentation or Order Form as applicable. Your right to use such third party technology is governed by the terms of the third party technology license agreement specified by Astro and not under this Agreement. You may not:

- remove or modify any program markings or any notice of Astro's or its licensors' proprietary rights;
- make the programs or materials resulting from the Services available in any manner to any third party for use in the third party's business operations (unless such access is expressly permitted for the specific program license or materials from the Services you have acquired);
- modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the Services (the foregoing prohibition includes but is not limited to review of data structures or similar materials produced by programs), or access or use the Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to Astro;
- disclose results of any services or program benchmark tests without Astro's prior written consent; and

- license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the Services, Astro programs or materials available, to any third party other than, as expressly permitted under the terms of this Agreement.

The rights granted to you under this Agreement are also conditioned on the following:

- the rights of any user licensed to use the Services (e.g., on a “named user” basis) cannot be shared or used by more than one individual (unless such license is reassigned in its entirety to another authorized user, in which case the prior authorized user shall no longer have any right to access or use the license);
- except as expressly provided in this Agreement, no part of the Services may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, including but not limited to electronic, mechanical, photocopying, recording, or other means; and
- you agree to make every reasonable effort to prevent unauthorized third parties from accessing the Services.

13. Privacy. Each party is responsible for complying with the privacy laws applicable to it. If You does not want Astro or Astro personnel to comprehend Your data to which they may have access in the course of providing Services, Astro recommends that You encrypt such data so that it will be unintelligible. You shall be responsible for obtaining any consent from or providing notice to a User regarding Astro's access to, use or processing of the User's information in connection with providing Services.

14. Warranties, Disclaimers and Exclusive Remedies. Astro warrants that the Services will perform in all material respects in accordance with the Services policies referenced in the Order Form. If the Services provided to you for any given month during the Services term were not performed as warranted, you must provide written notice to Astro as specified in the Order Form no later than five business days after the last day of that particular month or within such other period stated in the Order Form. ASTRO DOES NOT GUARANTEE THAT THE SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, OR THAT ASTRO WILL CORRECT ALL SERVICES ERRORS. YOU ACKNOWLEDGE THAT ASTRO DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. ASTRO IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS. FOR ANY BREACH OF THE ABOVE WARRANTIES, ASTRO WILL REMIT A SERVICES FEE CREDIT TO YOU CALCULATED AT [TEN] PERCENT ([10]%) OF NET MONTHLY FEES FOR THE APPLICABLE SERVICES FOR THE MONTH IN WHICH THE BREACH OCCURRED. THE CREDIT WILL BE PROVIDED ONLY TOWARDS ANY OUTSTANDING BALANCE FOR SERVICES OWED TO ASTRO, AND THE REMITTANCE OF SUCH CREDIT WILL REPRESENT YOUR EXCLUSIVE REMEDY, AND ASTRO'S SOLE LIABILITY, FOR ALL BREACHES OF ANY WARRANTY SPECIFIED IN THIS AGREEMENT. TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS INCLUDING FOR HARDWARE, SYSTEMS, NETWORKS OR ENVIRONMENTS OR FOR MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.

These disclaimers and limitations of liability, and those set forth in Section 22, will apply regardless of the form of action, whether in contract, tort, strict liability or otherwise and whether damages were foreseeable. These disclaimers and limitations of liability will survive failure of any exclusive remedies provided in this Agreement.

15. Indemnification. If a third party makes a claim against either you or Astro (each, a “Recipient” which may refer to you or Astro depending upon which party received the Material), that any information, design, specification, instruction, software, service, data, or material (“Material”) furnished by either You or Astro (each, a “Provider” which may refer to you or Astro depending on which party provided the Material), and used by the Recipient infringes its intellectual property rights, the Provider, at its sole cost and expense, will defend the Recipient against the claim and indemnify the Recipient from the damages, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by the Provider, if the Recipient does the following:

- notifies the Provider promptly in writing, not later than 30 days after the Recipient receives notice of the claim (or sooner if required by applicable law);
- gives the Provider sole control of the defense and any settlement negotiations; and
- gives the Provider the information, authority, and assistance the Provider needs to defend against or settle the claim.

If the Provider believes or it is determined that any of the Material may have violated a third party’s intellectual property rights, the Provider may choose to either modify the Material to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may end the license for, and require return of, the applicable Material and refund any unused, prepaid fees the Recipient may have paid to the other party for such Material. If such return materially affects Astro’s ability to meet its obligations under the relevant order, then Astro may, at its option and upon 30 days prior written notice, terminate the order. The Provider will not indemnify the Recipient if the Recipient alters the Material or uses it outside the scope of use identified in the Provider’s user documentation or services policies or if the Recipient uses a version of the Materials which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Material which was provided to the Recipient. The Provider will not indemnify the Recipient to the extent that an infringement claim is based upon (i) any information, design, specification, instruction, software, data, or material not furnished by the Provider, or (ii) any Material from a third party portal or other external source that is accessible to You within or from the Services (e.g., a third party Web page accessed via a hyperlink). Astro will not indemnify You to the extent that an infringement claim is based upon the combination of any Material with any products or services not provided by Astro. Astro will not indemnify You for infringement caused by Your actions against any third party if the Services as delivered to You and used in accordance with the terms of this Agreement would not otherwise infringe any third party intellectual property rights. Astro will not indemnify You for any infringement claim that is based on: (1) a patent that You were made aware of prior to the Effective Date of this Agreement (pursuant to a claim, demand, or notice); or (2) Your actions prior to the Effective Date of this Agreement. This section provides the parties’ exclusive remedy for any infringement claims or damages.

16. Support Services. Support services provided under this Agreement are specified in the Services policies referenced in the Order Form.

17. End of This Agreement. Services provided under this Agreement shall be provided for the period defined in the Order Form unless earlier terminated in accordance with this Agreement. The term

of the Services and any renewal years are collectively defined as the “services term.” At the end of the Services term, all rights to access or use the Services, including the Astro programs listed in the Order Form, shall end. If either of us breaches a material term of this Agreement and fails to correct the breach within 30 days of written specification of the breach, then the breaching party is in default and the non-breaching party may terminate the applicable Order Form under which the breach occurred. If Astro ends the Order Form as specified in the preceding sentence, You must pay within thirty (30) days all amounts which have accrued prior to such end, as well as all sums remaining unpaid for the Services ordered under this Agreement plus related taxes and expenses. If Astro ends the Services under the Indemnification section, you must pay within 30 days all amounts remaining unpaid for services plus related taxes and expenses. The nonbreaching party may agree in its sole discretion to extend the 30 day period for so long as the breaching party continues reasonable efforts to cure the breach. You agree that if You are in default under this Agreement, you may not use the Services ordered. In addition, Astro may immediately suspend Your password, account, and access to or use of the Services (i) if You fail to pay Astro as required under this Agreement and do not cure within the first ten days of the thirty (30) day cure period, or (ii) if You violate any provision within sections 3, 12, 22 or 25 of this Agreement. Astro may terminate the Services hereunder if any of the foregoing is not cured within thirty (30) days after Astro’s initial notice thereof. Any suspension by Astro of the Services under this paragraph shall not excuse You from Your obligation to make payment(s) under this Agreement. At Your request, and for a period of up to sixty (60) days after the termination of the applicable Order Form, Astro may permit You to access the Services solely to the extent necessary for you to retrieve a file of Your data then in the Services environment. You agree and acknowledge that Astro has no obligation to retain Your data and that Your data may be irretrievably deleted after sixty (60) days following the termination of the Order Form. Provisions that survive termination or expiration of this Agreement are those relating to limitation of liability, infringement indemnity, payment, and others which by their nature are intended to survive.

18. Fees and Taxes. You agree to pay for all services ordered as set forth in the applicable Order Form. All fees due under this Agreement are non-cancelable and the sums paid nonrefundable. You agree to pay any sales, value-added or other similar taxes imposed by applicable law that Astro must pay based on the Services You ordered, except for taxes based on Astro’s income. You will reimburse Astro for reasonable expenses related to providing any on-site portion of the Services. Fees for services listed in an Order Form are exclusive of taxes and expenses. All amounts invoiced hereunder are due and payable within 30 days of the date of the invoice. You agree that You have not relied on the future availability of any services, programs or updates in entering into the payment obligations in the Order Form; however, the preceding does not relieve Astro of its obligation to deliver services that You have ordered per the terms of this Agreement.

19. Nondisclosure. By virtue of this Agreement, the Parties may have access to information that is confidential to one another (“confidential information”). We each agree to disclose only information that is required for the performance of obligations under this Agreement. Confidential information shall be limited to the terms and pricing under this Agreement, Your data residing in the Services environment, and all information clearly identified as confidential at the time of disclosure. A Party’s confidential information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other Party; (b) was in the other Party’s lawful possession prior to the disclosure and had not been obtained by the other Party either directly or indirectly from the disclosing Party; (c) is lawfully disclosed to the other Party by a third party without restriction on the disclosure; or (d) is independently developed by the other Party. We each agree to hold each other’s confidential information in confidence for a period of three years from the date of disclosure. Also, we each agree to disclose confidential information only to those employees or agents who are required to protect it against unauthorized disclosure in a manner no less protective than under this Agreement. Astro will protect the confidentiality of Your data residing in the Services environment in accordance with the Astro security practices specified in the Services policies referenced in the Order Form. Nothing shall prevent either Party from dis-

closing the terms or pricing under this Agreement in any legal proceeding arising from or in connection with this Agreement or from disclosing the confidential information to a governmental entity as required by law.

20. Entire Agreement. You agree that this Agreement (including the information which is incorporated into this Agreement by written reference (including reference to information contained in a URL or referenced policy), is the complete agreement for the Services ordered by You, and that this Agreement supersedes all prior or contemporaneous agreements or representations, written or oral, regarding such services. If any term of this Agreement is found to be invalid or unenforceable, the remaining provisions will remain effective and such term shall be replaced with a term consistent with the purpose and intent of this Agreement. It is expressly agreed that the terms of this Agreement, including any Astro Order Form, shall supersede the terms in any purchase order or other non-Astro document and no terms included in any such purchase order or other non-Astro document shall apply to the Services ordered. This Agreement may not be modified and the rights and restrictions may not be altered or waived except in a writing signed or accepted online through an Astro website by authorized representatives of Yours and of Astro.

21. Limitation of Liability. NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE OR PROFITS (EXCLUDING FEES UNDER THE AGREEMENT), DATA, OR DATA USE. ASTRO'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR YOUR ORDER, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL IN NO EVENT EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNTS ACTUALLY PAID TO ASTRO FOR THE SERVICES UNDER THE ORDER THAT IS THE SUBJECT OF THE CLAIM IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. ANY DAMAGE IN YOUR FAVOR AGAINST ASTRO SHALL BE REDUCED BY ANY REFUND OR CREDIT RECEIVED BY YOU UNDER THIS AGREEMENT AND ANY SUCH REFUND AND CREDIT SHALL APPLY TOWARDS THE LIMITATION OF LIABILITY. ASTRO'S SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. ASTRO IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS

22. Export. Export laws and regulations of the United States and any other relevant local export laws and regulations may apply to the Services. You agree that such export control laws govern Your use of the Services (including technical data) and any Services deliverables provided under this Agreement, and You agree to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). You agree that no data, information, software programs and/or materials resulting from Services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws.

23. Force Majeure. Neither of us shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancellation of any export or other license); other event outside the reasonable control of the obligated party. We both will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 30 days, either of us may cancel unperformed services upon written notice. This section does not excuse either Party's obligation to take reasonable steps to follow its normal disaster recovery procedures or your obligation to pay for the Services.

24. Your Data. In performing the Services, Astro will comply with the *Astro Privacy Policy*, which is available at <http://www.astroapplications.com> and incorporated herein by reference. The *Astro Privacy Policy* is subject to change at Astro's discretion; however, Astro policy changes will not result in a material reduction in the level of protection provided for Your data during the period for which fees for the Services have been paid. The Services policies referenced in your Order Form specifies our respective responsibilities for maintaining the security of Your data in connection with the Services. Astro reserves the right to provide the Services from locations, and/or through use of subcontractors, worldwide. [Astro subscribes to the United States/European Union Safe Harbor Principles, and as a result, appears on the U.S. Department of Commerce Safe Harbor list (available at <http://www.export.gov/safeharbor>) as of the effective date of this Agreement. Astro's Safe Harbor certification specifically includes Astro's performance of hosting services for customer provided personal information.] You agree to provide any notices and obtain any consents related to Your use of the Services and Astro's provision of the Services, including those related to the collection, use, processing, transfer and disclosure of personal information. You shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and ownership of all of Your data.

25. Restrictions on Use of the Services. You agree not to use or permit use of the Services, including by uploading, emailing, posting, publishing or otherwise transmitting any material, for any purpose that may (a) menace or harass any person or cause damage or injury to any person or property, (b) involve the publication of any material that is false, defamatory, harassing or obscene, (c) violate privacy rights or promote bigotry, racism, hatred or harm, (d) constitute unsolicited bulk e-mail, "junk mail", "spam" or chain letters; (e) constitute an infringement of intellectual property or other proprietary rights, or (f) otherwise violate applicable laws, ordinances or regulations. In addition to any other rights afforded to Astro under this Agreement, Astro reserves the right to remove or disable access to any material that violates the foregoing restrictions. Astro shall have no liability to you in the event that Astro takes such action. You agree to defend and indemnify Astro against any claim arising out of a violation of your obligations under this section.

26. Services Tools. Astro may use tools, scripts, software, and utilities (collectively, the "tools") to monitor and administer the Services and to help resolve Your Astro service requests. The tools will not collect, report or store any of Your data residing in the Services production environment, except as necessary to troubleshoot Services requests or other problems in the Services. Data collected by the tools (excluding production data) may also be used to assist in managing Astro's product and service portfolio and for license management. You agree that (a) except as set forth in the following paragraph, You may not access or use the tools, and (b) You will not use or restore the tools from any tape backup at any time following termination of this Agreement. If Astro provides You with access to or use of any tools in connection with the Services, Your right to use such tools is governed by the license terms that Astro specifies for such tools; however, if Astro does not specify license terms for such tools, You shall have a non-transferable, non-exclusive, limited right to use such tools solely to facilitate your administration and monitoring of your Services environment, subject to the terms of this Agreement. Any such tools are provided by Astro on an "as is" basis and Astro does not provide technical support or offer any warranties for such tools. Your right to use such tools will terminate upon the earlier of Astro's notice (which may be through posting on <http://www.astroapplications.com> or such other URL designated by Astro), the end of the Services term, or the date that the license to use such tools ends under the license terms specified for such tools.

27. Statistical Information. Astro may compile statistical information related to the performance of the Services, and may make such information publicly available, provided that such information does not incorporate Your data and/or identify your confidential information or include Your company's name. Astro retains all intellectual property rights in such information.

28. Third Party Web Sites, Content, Products and Services. The Services may enable You to add links to Web sites and access to content, products and services of third parties, including users, advertisers, Affiliates and sponsors of such third parties. Astro is not responsible for any third party Web sites or third party content provided on or through the Services and You bear all risks associated with the access and use of such Web sites and third party content, products and services.

29. References to You. You agree (i) that Astro may identify You as a recipient of Services and use your logo in sales presentations, marketing materials and press releases, and (ii) to develop a brief customer profile for use by Astro on Astro.com for promotional purposes.

30. Interpretation, etc.

(a) Astro is an independent contractor and we agree that no partnership, joint venture, or agency relationship exists between us. We each will be responsible for paying our own employees, including employment related taxes and insurance.

(b) You shall obtain at your sole expense any rights and consents from third parties necessary for Astro and its subcontractors to perform the Services under this Agreement.

(c) This Agreement is governed by the substantive and procedural laws of Utah and you and Astro agree to submit to the exclusive jurisdiction of, and venue in, the courts in Salt Lake County in Utah in any dispute arising out of or relating to this Agreement. The United Nations Convention on Contracts for International Sale of Goods will not apply.

(d) If you have a dispute with Astro or if You wish to provide a notice under the Indemnification section of this Agreement, or if You become subject to insolvency or other similar legal proceedings, you will promptly send written notice to: Astro, LLC, 376 East 400 South, Suite 120, Salt Lake City, UT 84111, USA, Attention: General Counsel. Astro may give notice applicable to Astro's software as a service customer base by means of a general notice on the Astro portal for the Services, and notices specific to You by electronic mail to Your e-mail address on record in Astro's account information or by written communication sent by first class mail or pre-paid post to your address on record in Astro's account information.

(e) You may not assign this Agreement or give or transfer the Services or an interest in them to another individual or entity. If You grant a security interest in any portion of the Services, the secured party has no right to use or transfer the Services or any deliverables, and if You decide to finance your acquisition of the Services, you will follow Astro's policies regarding financing.

(f) Except for actions for nonpayment or breach of Astro's proprietary rights, no action, regardless of form, arising out of or relating to this Agreement may be brought by either Party more than two years after the cause of action has accrued.

(g) Astro may audit Your use of the Services. You agree to cooperate with Astro's audit and provide reasonable assistance and access to information. Any such audit shall not unreasonably interfere with Your normal business operations. You agree to pay within 30 days of written notification any fees applicable to Your use of the Services in excess of your rights. If You do not pay, Astro can end Your services and/or this Agreement. You agree that Astro shall not be responsible for any of Your costs incurred in cooperating with the audit.

(h) The Uniform Computer Information Transactions Act does not apply to this Agreement or orders placed under it. You understand that Astro's business partners, including any third party firms

retained by You to provide computer consulting services, are independent of Astro and are not Astro's agents. Astro is not liable for nor bound by any acts of any such business partner, unless the business partner is providing services as an Astro subcontractor on an engagement ordered under this Agreement.

(i) This Agreement is limited to Services to be provided in the United States of America.

(j) "Affiliate" as used in this Agreement means with respect to a person, any other person or entity who controls, is controlled by or is under common control with such person.

Effective Date of Agreement: November 1st, 2015