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Software Agreement
Between
Thinknum, Inc.
And
TBD

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This Software Agreement (the "**Agreement**") is entered into as of (DATE) by and between Thinknum, Inc., an incorporation with offices at 575 5th Avenue 26th Floor, New York, NY 10017 ("**Licensor**") and TBD with offices at (ADDRESS), acting on behalf of itself and all other subsidiaries and affiliates of itself (collectively referred to as "**TBD"**).

WITNESSETH:

WHEREAS, Licensor is in the business of providing certain software, hosting and data processing services over the Internet.

WHEREAS, TBD desires to purchase and Licensor desires to provide those software, hosting and data processing services described in Exhibit A (the "**Services**").

NOW THEREFOR, in consideration of the mutual promises and covenants hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. **Title and Confidentiality**

(a)   Licensor retains title to the Services and does not convey any proprietary interest therein to TBD other than the limited license provided in this Agreement.

(b)   Licensor shall regard and preserve as confidential, and shall not use (other than as necessary to perform its obligations under this Agreement) or disclose to third parties any information provided by or obtained from users of the Services or otherwise related to the business of TBD, or its clients, that may be obtained by Licensor from any source as a result of this Agreement (collectively, the "**Confidential Information**"). Licensor shall not, without first obtaining TBD 's prior written consent, disclose to any person, firm or enterprise, or use in any way, any Confidential Information. Licensor shall segregate the Confidential Information from the data, reports and other information of other Licensor clientele and shall maintain appropriate physical, electronic and procedural safeguards to store, dispose of (if applicable) and secure Confidential Information to protect it from unauthorized access, use, disclosure, alteration, loss and destruction.

(c)   Licensor and TBD agree that TBD may use data sourced from the Services for its internal business purposes and in connection with its production and distribution of research and other reports for TBD's customers, including without limitation including any such data in reports published by TBD to its customers. To the extent such reports are published to TBD's customers, TBD agrees to adequately source the data contained therein to Licensor. For the avoidance of

doubt, notwithstanding the foregoing, Licensor shall have no right or interest in, or title to, the reports generated by TBD or any derivative works or designs related thereto.

2.   **Warranties and Covenants**

(a)   Licensor warrants to TBD that: (i) Licensor has the right to furnish to TBD the Services and other materials covered hereunder free of all liens, claims, encumbrances and other restrictions; (ii) the Services, documentation and other materials furnished hereunder do not infringe or misappropriate the rights of any third party or violate the laws or regulations of any governmental or judicial authority; (iii) TBD shall have quiet enjoyment of the Services and other materials furnished hereunder subject to and in accordance with the provisions of this Agreement; (iv) TBD's use of the Services and other materials will not be interrupted or otherwise disturbed by any entity asserting a claim under or through Licensor; (v) Licensor is under no obligation or restriction that would in any way interfere or conflict with the Services to be provided under this Agreement; (vi) Licensor possesses the necessary servers, back-up and restoration facilities and restoration procedures and tools that will enable it to perform the Services in the manner described in Exhibit A; (vii) Licensor shall comply with all applicable federal, state, local and foreign laws, ordinances, regulations and codes, including the identification and procurement of required permits, certificates, licenses, insurance, approvals and inspections in performing this Agreement; and (viii) Licensor will prevent unauthorized access to the Services, User Data and Reports, and any databases or other sensitive material generated from or used in conjunction with the Services.

(b)   To the best of Licensor's knowledge, the software utilized or supplied by Licensor in connection with the Services does not contain any malicious code, program, or other internal component (e.g., computer virus, computer worm, computer time bomb, or similar component), which could damage, destroy, or alter any TBD software, firmware, or hardware or which could, in any manner, reveal, damage, destroy, or alter any data or other information accessed through or processed in connection with the Services in any manner. Licensor shall promptly advise TBD, in writing, upon reasonable suspicion or actual knowledge that any software may result in the harm described above and upon discovery Licensor shall immediately commence commercially reasonable steps to correct any such harm.

3.   **Governing Law.**

This Agreement (including any attachments) its subject matter and the parties' respective rights and obligations hereunder shall be governed by and construed and enforced in accordance with the laws of the State of New York, without giving effect to principles regarding conflict of laws. Licensor hereby irrevocably consents to the jurisdiction of the courts of the State of New York and of any federal court located in such State in connection with any action or proceeding arising out of or relating to this Agreement, or its subject matter, any document or instrument delivered pursuant to, or a breach of this Agreement or any such document or instrument. Licensor hereby waives any objection to personal jurisdiction, improper venue or forum non convenience in any such action or proceeding.

*   *   *

IN WHITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day, month and year first written above.

Approved and Accepted:

TBD		**THINKNUM, INC.**	
By:	_____	By:	_____
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

EXHIBIT A

Description of Services

Dated:

This Schedule is issued pursuant to the Software Agreement between TBD and the Licensor specified below.

Description of Information Services: Institutional Account Access (Web Only)

Number of licenses: 1

Subscription Fee: $16,800

Start Date:

End Date:

Payment terms: 1 payment, due upon order

Approved and Accepted:

TBD		**THINKNUM, INC.**	
By:		By:	
Name:		Name:	
Title:		Title:	
Date:		Date:	