

SERVICE LICENSING AGREEMENT- INVESTMENT ANALYTICS

This Service Licensing Agreement (the "Agreement") is by and between TenViz LLC, a New York limited liability company ("TenViz"), 135 East 54th Street, Suite 4F, New York, NY 10022 and **Client**.

TenViz will provide an access and use TenViz Investment Analytical Tools (the "Content") and related customer support from a period from **date** until **date**.

A license includes access and related analytics to the full suite of TenViz Analytical Tools (tenviz.com), including:

- Turning Points for Indices, Quant Factors, Stocks, Commodities and Government Bonds
- By a choice of a Client, TenViz will maintain a Customized Portfolio and a Watchlist, including underlying leading Macro indicators (taken from Public filings), and Optimized Buy/Sell signals for:
- Full suite of TenViz Analytical Tools (tenviz.com), including:
 - Asset Classes Rotation
 - Equity Sectors Rotation
 - Macro Regimes Monitor: Risk On/Risk Off alert
- Single Names Stocks Buy/Sell Signals (US and Europe)
- Causality Watchlist
- Additional services, including:
 - product support, walkthroughs and tutorials
 - reasonable amount of customization (upon request)
 - high-touch emails and phone (if chosen) alerts for market turns spotted by TenViz models, including market commentary

Contract details:

- Offered at the **annual rate**.
- Billing would cover the period from date until date
- Payable upfront

OTHER:

- Representations Warranties and Confidentiality

Each Party represents and warrants to the other Party that: (i) such Party has the full corporate right, power and authority to enter into this Agreement and to perform the acts required of it thereunder, and (ii) the execution of this Agreement by such Party, and the performance by such Party of its obligations and duties hereunder, do not and will not violate any agreement to which such Party is a party or by which it is otherwise bound. TenViz represents and warrants that (i) it shall take reasonable steps to ensure the accuracy, completeness and correctness of Content provided to Client; (c) it has all rights to the Content necessary to grant Client the rights which are granted under this Agreement; (iii) it acknowledges that Client in its capacity as investment manager to and on behalf of all accounts managed by Client buys and sells securities of publicly traded companies and does not want to obtain material nonpublic information ("MNPI") from TenViz in violation of any obligation or duty that TenViz, its employees or vendors may have to any entity, company, institution (including but not limited to associations, trusts or government instrumentalities or agencies) or individual, whether such obligation or duty results from a current or prior affiliation as a stockholder, owner, officer, director, employee, consultant, by contract or otherwise; (iv) the Content either does not contain MNPI or the provision of Content does not violate any obligation or duty that TenViz, its employees or vendors may have to any entity, company, institution (including but not limited to associations, trusts or government instrumentalities or agencies) or individual, whether such obligation or duty results from a current or prior affiliation as a stockholder, owner, officer, director, employee, consultant, by contract or otherwise, (v) it shall notify Client, to the extent it is disclosed by TenViz or appropriate government, regulatory or self-regulatory authorities, of any legal proceeding or regulatory inquiry relating to TenViz's provision of the Content and (vi) the Content does not infringe or otherwise violate the intellectual property rights of any third party. Both Parties agree that the Term of this Agreement, and surviving this Agreement, each party (the "Receiving Party" as the case may be) shall keep confidential, and other than as provided herein shall not use or disclose, directly or indirectly, any trade secrets, confidential or proprietary information, or any other knowledge, information, documents or materials, owned, developed or possessed ("Proprietary Information") by the other party (the "Disclosing Party" as the case may be), whether in tangible or intangible form. Each party shall take any and all lawful measures to prevent the unauthorized use and disclosure of such information. These provisions shall not apply to knowledge, information, documents or materials which the Receiving Party can conclusively establish: (0) have entered the public domain without a breach by the Receiving Party of any obligation owed to the Disclosing Party: (i) have become known to the Receiving Party prior to the Disclosing Party's disclosure of such information to Receiving Party (ii) are permitted to be disclosed by prior written consent of the Disclosing Party: (iv) have become known to the Receiving Party from a source other than the Disclosing Party other than by breach of an obligation of confidentiality owed to the Disclosing Party: (v) are disclosed by the Disclosing Party to a third party without restrictions on its disclosure, and (vi) are independently developed by the Receiving Party without breach of this Agreement, and without reference to the Disclosing Party's confidential information. Notwithstanding anything contained in this Agreement to the contrary, this Agreement shall not prohibit the Recipient from disclosing Proprietary Information of the Disclosing Party to the extent required in order for the Recipient to comply with applicable laws and regulations. Each Party acknowledges that any breach of this Agreement will cause irreparable harm to the non-breaching Party and that money damages would be an inadequate remedy for any such breach. Accordingly, in the event of a breach or threatened breach of this Agreement, in addition to other remedies provided by applicable law or otherwise, the Disclosing Party shall be entitled to seek specific performance, temporary and permanent injunctive or other appropriate equitable relief restraining or preventing such breach or threatened breach without posting any bond or other security and without proving that damages would be an inadequate remedy.

- All remedies available to Disclosing Party under this Agreement or applicable law shall be cumulative and the exercise by Disclosing Party of any such remedy shall not preclude the exercise of the same or any other remedy on the same or any future occasion.
- TenViz only uses publicly available information.
- TenViz doesn't offer any raw market data to clients by only provides investment research and analytics.
- TenViz would not require any data or inputs from **Client**. TenViz will not directly or indirectly ask **Client** to disclose any confidential, proprietary or material nonpublic (whether based on timing, sequence or content) information, documents or other property of any nature.
- All TenViz Analytical Tools are a sole and exclusive property of TenViz. Subject to the terms and conditions of this Agreement, Client shall have the right to create Original Data from the Content in the ordinary course of business, which, as between the parties and except for any portions of Content or other Services therein, shall be owned exclusively by Client, provided that Client will not market such Original Data in any form. "Original Data" shall mean any tools, information, insights, analysis or data generated or derived by Client through its manipulation or other use of the Content, whether alone or in conjunction with other data, and may include insubstantial amounts of Content. The Subscription signals are provided for business purposes and not for resale or other transfer to a third party. TenViz represents, warrants and covenants that the performance of this Agreement does not and shall not violate, conflict with, or result in a breach of any of the terms, conditions, duties, or obligations of any other agreement to which it or its personnel are bound to any third party
- any rights, including, without limitation, intellectual property rights, of any third party. TenViz agrees to indemnify, defend, protect and hold harmless Client and its affiliates from and against any action, claim, suit, proceeding, damage, loss, cost or liability based on an alleged Infringement by the Subscription or data of any copyright, patent, trademark or other intellectual property right, or any claim that the provision of the Subscription or data to Client constitutes the misappropriation of any trade secret of any third party. TenViz shall not have the right to use the Client's name without express written consent of the Client. The terms of this Agreement may only be changed in whole or in part by an instrument in writing executed by the Client and TenViz. Nothing herein shall constitute a partnership or joint venture by the parties hereto, or constitute either party the agent of the other.
- This Agreement may be executed in counterparts (which may be exchanged by facsimile), each of which shall be deemed an original, but all of which together shall constitute the same Agreement
- This Agreement shall be governed and construed in accordance with the laws of the State of New York without giving regard to conflicts of law principles.

Position

Konstantin Fominykh, CEO

Konstantin Fominykh

CLIENT NAME

TenViz