1. Introduction and Acceptance. This Access License Agreement (the "**Agreement**") is a legal agreement between you (either an individual or an entity) ("**You**" or "**Customer**") and Bracket Labs, Inc. ("**Bracket Labs**") setting forth the terms and conditions under which Bracket Labs will grant You the right to access and use certain online, web-based Bracket Labs software as a service described in the accompanying or online documentation (**the "Service**"). BEFORE YOU AGREE TO THE TERMS AND CONDITIONS, CAREFULLY READ THIS AGREEMENT. IF YOU ARE A CORPORATION, PARTNERSHIP LIMITED LIABILITY COMPANY OR OTHER ENTITY, THEN THE PERSON SIGNING THIS AGREEMENT ON THE ENTITY'S BEHALF REPRESENTS THAT HE OR SHE IS AUTHORIZED TO SIGN FOR AND BIND THE ENTITY. IF YOU ARE NOT AUTHORIZED TO SIGN FOR AND BIND THE ENTITY, THEN DO NOT AGREE TO THE TERMS AND CONDITIONS AND DO NOT ACCESS OR USE THE SERVICE. This Agreement is effective between Customer and Bracket Labs as of the date of Customer's accepting this Agreement (the "Effective Date").

2. Provision of the Service; Trial Services.

2.1  Subject to the restrictions set forth below and the payment of all applicable fees as set forth in any applicable Order Form, Bracket Labs grants You a limited, non-exclusive, non-transferable, non-sublicenseable right to access the Service through Your salesforce.com instance ("**SFDC Instance**") for Your use in connection with Your SFDC Instance for the number of users for which You have paid applicable subscription fees for Your internal business purposes. An "Order Form" shall mean an ordering document executed by the parties that specifies the Services purchased by Customer under this Agreement.

2.2  An Affiliate may purchase the Service under this Agreement by entering into an Order Form that incorporates by reference the terms of this Agreement, and in each such case, all references in this Agreement to the Customer shall be deemed to refer to the applicable Affiliate for purposes of that Order Form.  An "Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity.  "Control" means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

2.3  Notwithstanding the foregoing and subject to the terms of this Agreement, You may access and use the Service on a trial basis and free of charge (the "**Trial Service**") for a period not to exceed thirty (30) calendar days ("**Trial Period**"). Your access to the Service will automatically terminate following such Trial Period, unless You have paid in full all applicable fees in accordance with this Agreement. ANY TRIAL SERVICE SHALL BE PROVIDED "AS-IS" WITHOUT ANY WARRANTY AND BRACKET LABS SHALL HAVE NO INDEMNIFICATION OBLIGATIONS WITH RESPECT TO THE TRIAL SERVICE. WITHOUT LIMITING THE FOREGOING, BRACKET LABS DOES NOT REPRESENT OR WARRANT TO YOU THAT: (A) YOUR USE OF THE TRIAL SERVICE WILL MEET YOUR REQUIREMENTS, (B) YOUR USE OF THE TRIAL SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR, AND (C) USAGE DATA PROVIDED THROUGH THE TRIAL SERVICE WILL BE ACCURATE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN SECTION 15 (LIMITATION OF LIABILITY), YOU SHALL BE FULLY LIABLE UNDER THIS AGREEMENT TO BRACKET LABS FOR ANY DAMAGES ARISING OUT OF YOUR USE OF THE TRIAL SERVICE, ANY BREACH BY YOU OF THIS AGREEMENT AND ANY OF YOUR INDEMNIFICATION OBLIGATIONS HEREUNDER.

3. Service Availability. You acknowledge that access to and use of the Service is dependent on the availability and proper functioning of Your SFDC Instance and that Bracket Labs has no control over your SFDC Instance or the salesforce.com service.  Bracket Labs disclaims responsibility and liability for any inability to access or use the Service, or degradation of the performance of the Service, to the extent caused by issues, problems, or malfunctions of, or inaccessibility to, Your SFDC Instance or other third party owned or controlled technology.  You are solely responsible for the configuration of Your SDFC Instance and all technology and services necessary to access and use the Internet and Your SFDC Instance.

4. Ownership.

4.1 The rights granted hereunder do not constitute a transfer or sale of Bracket Labs' or its licensors' ownership rights in or to the Service, including, without limitation: (a) the Service and the applicable documentation; (b) Bracket Labs' name, logo, domain name, Bracket Labs product names and other trademarks; and (c) hardware, processes, algorithms, user interfaces, know-how and other trade secrets or technology (collectively, "**Bracket Labs Technology**"). The Bracket Labs Technology is protected by applicable intellectual property laws, including, but without limitation, United States copyright laws and international treaties. Except for the rights granted above, Bracket Labs and its licensors retain all right, title and interest in and to Bracket Labs Technology, including all intellectual property rights therein.

4.2 As between Bracket Labs and You, You own the information in Your SFDC Instance and Bracket Labs makes no claim of ownership to any information in Your SFDC Instance. You acknowledge and agree that the Service will access and use Customer information from your SFDC instance, but solely to the extent necessary for the Service to perform as intended.  This access and use does not permit the Service, or Bracket Labs, to access or use such Customer information outside of Your SFDC instance or for any other purpose, except as expressly permitted in writing by You.  You are solely responsibility for the accuracy of all information in Your SFDC Instance.

5. Restrictions; Responsibilities; Feedback.

5.1 YOU MAY NOT (AND MAY NOT ALLOW A THIRD PARTY TO) RENT, LEASE, SUBLICENSE, SELL, CHARGE, ASSIGN, LOAN, USE FOR TIMESHARING OR SERVICE BUREAU PURPOSES OR OTHERWISE TRANSFER THE SERVICE OR ANY OF YOUR RIGHTS AND OBLIGATIONS UNDER THIS AGREEMENT. You may not (and may not allow a third party to): (a) reverse engineer, decompile, disassemble or attempt to reconstruct, identify or discover any source code, underlying ideas, user interface techniques or algorithms of the Service by any means whatsoever, except to the extent the foregoing restrictions are expressly prohibited by applicable law; (b) remove or destroy any copyright notices or other proprietary markings; (c) attempt to circumvent any use restrictions or gain unauthorized access to the Service, computer systems or networks related to the Service; (d) modify or create derivative works based on the Service; (e) copy or distribute the Service; (f) allow use of the Service by anyone other than user(s) authorized and paid for by You; (g) knowingly transmit through the Service unlawful, libelous, tortious, defamatory, threatening, vulgar, or obscene material or material containing viruses or other harmful code; or (h) otherwise use the Service other than as permitted in Section 2. You acknowledge that Bracket Labs may utilize technological license control features that can limit Your access to or use of Service to ensure Your compliance with this Agreement.

5.2 You are responsible for all activity occurring under your user accounts and shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with your use of the Service, including those related to data privacy, international communications and the transmission of technical or personal data.  You shall: (i) use commercially reasonable efforts to prevent unauthorized access to, or use of, the

Service, and will notify Bracket Labs promptly of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to Bracket Labs immediately and use reasonable efforts to stop immediately any unauthorized copying or distribution of content that is known or suspected by You or Your users; and (iii) not impersonate another Bracket Labs user or provide false identity information to gain access to or use the Service.  You will not attempt to or use your access to the Service to knowingly interfere with or disrupt the integrity or performance of the Service or the data contained therein.

5.3  You grant to Bracket Labs a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into the Service any suggestion, enhancement request, recommendation, correction or other feedback provided by You or your users relating to the operation of Bracket Labs' Service.

6. Fees and Payment. You shall pay in advance all fees for users to access and use the Service. Fees are described in the applicable Service listing on the Salesforce AppExchange.  Bracket Labs will invoice You annually, and You will not be given access to the Service until You have paid the applicable fees.  The first annual fee shall start to accrue the earlier of (i) the day you first access the Service, or (ii) the date set forth on an Order Form. Payment obligations are non-cancelable and all fees paid are non-refundable.  You may purchase additional user licenses at any time on a pro-rata basis so that all licenses will have the same expiration date. Fees for the Service are based on subscriptions purchased during a Subscription Term and not actual usage.  The number of subscriptions purchased cannot be decreased during a Subscription Term. All amounts are quoted in and must be paid in US dollars. The fees do not include any taxes, levies or duties or similar government assessments of any kind, which may be imposed by any governmental entity on the transactions contemplated by this Agreement (collectively "Taxes") and You shall be solely responsible for all such Taxes other than taxes based solely on Bracket Labs' income.  If Bracket Labs has the legal obligation to pay or collect Taxes for which You are responsible under this section, Bracket Labs will invoice You and You will pay that amount unless You provide Bracket Labs with a valid tax exemption certificate authorized by the appropriate taxing authority. In addition to any other rights granted to Bracket Labs herein, Bracket Labs reserves the right to suspend your access to and use of the Service if you fail to pay any amount owed on or before its due date.  You agree that Your purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by Bracket Labs regarding future functionality or features.

7. Term; Subscription Term. This Agreement commences on the Effective Date and continues until all Order Forms have expired or been terminated. The Order Form will identify the period of time during which Customer is authorized to use the Service (the "Subscription Term").  . Except as otherwise specified in the applicable Order Form, Subscription Terms  shall automatically renew for additional successive 1 year terms at the Bracket Labs' then-current list price, unless either party gives notice to the other party of non-renewal at least thirty (30) days prior to the expiration of the then-current Subscription Term.

8. Termination. Either party shall have the right to terminate this Agreement in the event of a breach by the other party, which breach has not been cured within 30 days of the receipt of written notice thereof, except in the case of Your failure to pay any fees when due hereunder, which must be cured within 5 days after receipt of written notice from Bracket Labs. Upon any termination for cause by You, Bracket Labs shall refund to you and prepaid, unused fees applicable to the remaining portion of the subscription term following the effective date of termination.  Either party may terminate this Agreement if the other party becomes the subject of an involuntary petition in bankruptcy or other proceeding relating to insolvency, receivership, or liquidation, if such petition is not dismissed within 60 days of filing. Upon termination of this Agreement for any reason, the rights granted to You hereunder will immediately terminate and You shall immediately discontinue any use of the Service. Termination shall not relieve You of the obligation to pay any fees accrued or payable to Bracket Labs prior to the effective date of termination.

9. Support; Updates. Bracket Labs will provide You with email support for current versions of the Service. Bracket Labs will investigate all of Your questions and problems promptly. You agree to provide adequate information to Bracket Labs to assist in the investigation and to confirm that any problems have been resolved. Bracket Labs targets a support case response time of twenty-four (24) hours or less during weekdays, excluding holidays. Bracket Labs may, in its sole discretion, from time to time update the Service and may include such updates, free of charge, in the Service, provided You have paid all applicable fees then due hereunder.

10. Confidentiality. "**Confidential Information**" means information disclosed by either party to the other, whether orally, electronically or in writing, which is designated as confidential or would reasonably be considered to be confidential under the circumstances by a reasonable person. Bracket Labs' "Confidential Information" shall include, but not be limited to, Service, documentation, technology and technical information, product designs and business processes. Each party agrees to use Confidential Information solely to perform obligations and exercise rights under this Agreement and not to disclose, or permit to be disclosed, either directly or indirectly, Confidential Information to any third party without the other's prior written consent. Each party shall safeguard the Confidential Information of the other party using the same measures it uses to protect its own confidential information, but in no event less than reasonable care. Notwithstanding the foregoing, neither party bears responsibility for safeguarding information that is publicly available without breach of an obligation owed to the disclosing party hereunder, obtained from third parties not under confidentiality restrictions, independently developed or known to the recipient without breach of an obligation owed to the disclosing party, or required to be disclosed by order of court or other governmental entity. If either party breaches, or threatens to breach the provisions of this Section 10, each party agrees that the non-breaching party will have no adequate remedy at law and is therefore entitled to immediate injunctive and other equitable relief.

11. Customer Obligations and Warranties. You shall be solely responsible for all activities in connection with the Service that occur under Your username(s). Without limiting the generality of the foregoing, You shall: (i) comply with all applicable laws and regulations in performing Your obligations hereunder; and (ii) be solely responsible for the accuracy, reliability, and quality of any information or data submitted by You to Bracket Labs or processed using the Service. You warrant that any data, content, or materials used, stored or created by You using the Service will not infringe the copyright, trade secret, patent, privacy, publicity, or other proprietary or intellectual property right of any third party.  In the event of any breach, or reasonably anticipated breach, of any of Your warranties or obligations, or if You infringe or misappropriate Bracket Labs' intellectual property rights, in addition to any other remedies available at law or in equity, Bracket Labs will have the right to immediately, in Bracket Labs' sole discretion, suspend Your access to or use of the Service and/or terminate this Agreement, if deemed reasonably necessary by Bracket Labs to prevent any harm to Bracket Labs or its business.

12.  Bracket Labs Warranties.  Bracket Labs warrants that: (i) it shall comply with all applicable laws and regulations in performing its obligations hereunder; (ii) it will provide the Service in a manner consistent with general industry standards reasonably applicable to the provision thereof; and (iii) it owns or otherwise has sufficient rights in the Service to grant to You the rights to use the Service granted herein.  Your exclusive remedy and Bracket Labs' entire liability for a breach of the warranties in this Section 12(i) and 12(ii) are those described in Section 8 ("Termination") above and for a breach of the warranty in this Section 12(iii), the indemnification described in Section 14 ("Indemnification") below.

13. WARRANTY DISCLAIMER. THE SERVICE IS PROVIDED ON AN "AS IS" BASIS. YOU ASSUME ALL RESPONSIBILITY FOR SELECTION OF THE SERVICE TO ACHIEVE ITS INTENDED RESULTS AND FOR THE USE OF AND RESULTS OBTAINED FROM THE SERVICE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, BRACKET LABS DISCLAIMS ALL WARRANTIES, EITHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, QUALITY, ACCURACY, FITNESS FOR A PARTICULAR PURPOSE. BRACKET LABS DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SERVICE WILL MEET YOUR REQUIREMENTS, BE UNINTERRUPTED, OR ERROR-FREE.

14. Indemnity.

14.1 Subject to this Agreement, Bracket Labs shall defend You, at Bracket Labs' expense, against any claims made or brought against You by third parties, arising out of a claim or demand alleging that Your use of the Service as contemplated hereunder infringes a U.S. patent, copyright or trademark of a third party or misappropriates such third party's trade secrets. Further, Bracket Labs shall indemnify and hold You harmless against all costs (including reasonable legal fees and expenses) finally awarded against You by a court of competent jurisdiction or an arbitrator, or agreed to in a written settlement agreement signed by Bracket Labs, in connection with such claims. Bracket Labs may, at its option and expense: (a) procure for You the right to continue using the Service; (b) replace or modify the Service so that it is no longer infringing but continues to provide comparable functionality; or (c) terminate this Agreement and Your access to the Service and refund any amounts previously paid for the Service attributable to the remainder of the then-current subscription term following the effective date of termination. Bracket Labs will have no liability to You for any infringement action that arises out of a breach of the terms and conditions of this Agreement by You or of the use of the Service (i) after it has been modified by You or a third party without Bracket Labs' prior written consent, or (ii) in combination with any other service, equipment, software or process not provided by Bracket Labs where the combination is the basis for the infringing activity.

14.2 Subject to this Agreement, You shall defend Bracket Labs, at Your expense, against any claims made or brought against Bracket Labs by third parties, arising out of a claim or demand alleging that any data or content submitted by You to Bracket Labs infringes, misappropriates, or violates any rights of a third party including any third party intellectual property rights. Further, you shall indemnify and hold Bracket Labs harmless against all costs (including reasonable legal fees and expenses) finally awarded against Bracket Labs by a court of competent jurisdiction or an arbitrator, or agreed to in a written settlement agreement signed by You, in connection with such claims.

14.3 Promptly upon receiving notice of a claim or demand, the indemnified party shall (a) give the indemnifying party prompt written notice of the claim; (b) give the indemnifying party sole control of the defense and settlement of the claim (provided that the indemnifying party may not settle or defend any claim unless it unconditionally releases the indemnified party of all liability); and (c) provide to the indemnifying party, at indemnifying party's sole cost and expense, all reasonable assistance in the defense or settlement of such claim. The indemnifying party's indemnification obligation shall be offset only to the extent its ability to defend or settle a claim is materially prejudiced by the indemnified party's failure to provide prompt notice of the claim as required in subsection (a) of the aforementioned sentence.

14.4 This Section 14 states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this Section 14.

15. LIMITATION OF LIABILITY. EXCEPT FOR A PARTY'S OBLIGATIONS UNDER SECTION 14 ("INDEMNIFICATION"), UNDER NO CIRCUMSTANCES WILL A PARTY BE LIABLE FOR LOSS OF PROFITS, BUSINESS OR DATA (EVEN IF THE SAME WERE JUDGED BY A COURT TO BE DIRECT LOSSES) OR FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, INCIDENTAL OR PUNITIVE DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION OR OTHER SUCH PECUNIARY LOSS), WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE, ARISING OUT OF THE USE OR INABILITY TO USE THE SERVICE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR A PARTY'S OBLIGATIONS UNDER SECTION 14 ("INDEMNIFICATION"), OR YOUR BREACH OF THE RESTRICTIONS IN SECTION 5.1, IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT EXCEED THE FEES PAID BY YOU FOR THE SERVICE FOR THE IMMEDIATELY PRECEDING 12 MONTH PERIOD. THE FOREGOING LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF THEIR ESSENTIAL PURPOSE.

16. Survival. The following provisions will survive any expiration or termination of this Agreement: Sections 4 (Ownership), 5 (Restrictions; Responsibilities; Feedback), 6 (Fees and Payment), 8 (Termination), 10 (Confidentiality), 13 (Warranty Disclaimer), 14 (Indemnity), 15 (Limitation of Liability), 16 (Survival), and 17 (General).

17. General. This Agreement shall be governed by Colorado law without giving effect to any conflicts of laws principles that require the application of the law of a different jurisdiction, and any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the Service shall be subject to the exclusive jurisdiction of the state and federal courts located in Denver, Colorado USA. This Agreement may not be assigned by either party without the prior written approval of the other party, (such approval not to be unreasonably withheld) except in connection with (i) a merger, consolidation, or similar transaction involving (directly or indirectly) a party, (ii) a sale or other disposition of all substantially all of the assets of a party, or (iii) any other form of combination or reorganization involving (directly or indirectly) such party. Any purported assignment in violation of this section shall be void. No text or information set forth on any other purchase order, preprinted form or document (other than an associated Bracket Labs' quote or invoice, if applicable) shall modify the terms and conditions of this Agreement. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. The parties are independent contractors and this Agreement does not create any joint venture, partnership, employment, or agency relationship between you and Bracket Labs. The failure of Bracket Labs to enforce any right or provision in this Agreement shall not constitute a waiver of that or any future right or provision unless acknowledged and agreed to by Bracket Labs in writing. This Agreement, together with any associated Bracket Labs' quote or invoice, comprises the entire agreement between you and Bracket Labs and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein. All notices, required or permitted under this Agreement must be delivered in writing by courier, facsimile, or by certified or registered mail (postage prepaid and return receipt requested) to the other party at its address set forth in this Agreement. Notice hereunder will be effective (a) upon receipt or three (3) days after being deposited in the mail as required above with the postal authority of the receiving party's country, whichever occurs sooner, or (b) if delivered by email, upon receipt of email if delivered by email with a fax confirmation sent on the same day. Any notice

to Bracket Labs will be delivered to Bracket Labs, Inc., 10170 Church Ranch Way, Suite 125, Westminster, 90021. Any delay in or failure of performance by either party under this Agreement will not be considered a breach of this Agreement and will be excused to the extent caused by any Force Majeure.

*Rev 060121*