TRIAL LICENSE AGREEMENT

**JetTrack** Software as a Service

This Trial License Agreement (the “Agreement”) is entered into on

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Effective Date”), between

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Subscriber”), with its principal offices at

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

and JetTrack.io, Inc. (“Vendor”), of 335 Madison Avenue, New York, NY 10017 in which Subscriber wishes to evaluate (the “Evaluation”) certain software provided by Vendor, which is more particularly described herein.

1. Evaluation Purpose. Vendor has certain software, and related information and services or services (collectively, including what is described in section 4, “Software”) that the Subscriber wishes to use and evaluate under this Agreement which may lead to a future commercial agreement to use the Data in the course of its business.
2. Definitions.
	1. “Affiliate” of a party means any company or other entity which directly or indirectly through one or more intermediaries controls, is controlled by or is under common control with the ultimate holding company of that Party, or any limited partnership or limited liability partnership whose general partner or managing member is an aforementioned company or entity. “Control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a company or other entity, whether through the ability to exercise voting power, by contract or otherwise. The licenses and rights described in this Agreement extend to Subscriber’s Affiliates.
	2. “Nominated Consultants” means a chosen third party of the Subscriber that is used in the Evaluation process. The licenses and rights described in this Agreement extend to Subscriber’s Nominated Consultants.
	3. “Subscriber Report(s)” means any printed or electronic books, records, reports, memoranda, correspondence, statements, confirmations, and/or presentations produced for or by Subscriber (or its Affiliates and Nominated Consultants) in the course of business relating to transactions, positions or proposed transactions or positions of Subscriber (or its Affiliates and Nominated Consultants).
	4. “Subscriber Materials” means any analytic, model, spreadsheets or output of the same which is developed or produced with Data and substantial Subscriber and/or third-party data and/or work product.
	5. “Insubstantial Amounts” of the Data means an amount that has no independent commercial value as a product and could not be used as a substitute for Vendor’s products or services.
	6. In this Agreement
		1. references to the plural include the singular and vice versa;
		2. “all” includes “any” and “any” includes “all;”
		3. “or” is disjunctive but not necessarily exclusive; and
		4. “include(s)” and “including” mean “including without limitation;”.
	7. “Commercially Sensitive Period” means the last three (3) months of the available Data where the data history is greater than one (1) year, or the last two (2) months where the data history is less than one (1) year.
	8. "Personal Information" means all information or materials, in any form, that alone, or in combination with other information or materials, (a) uniquely identifies an individual (*e.g.,* names, addresses, telephone numbers, information concerning accounts, financial standing, investment holdings and other financial data and information, assets, etc.), or (b) is considered "sensitive personal data", such as political opinions, ethnicity, religious beliefs or information related to the physical or mental health of an individual, protected health information, or (c) information relating to an individual or individuals which is otherwise protected under applicable law.
	9. “Open FIGI” means the Financial Instrument Global Identifier, an established global standard issued under the guidelines of the Object Management Group, an international, non-profit standards organization.
3. Fees. Vendor will not charge any fee or other amount in connection with the Evaluation.
4. Software Description. The Software is described in Appendix One SOFTWARE DESCRIPTION.
	1. Vendor represents, warrants and covenants that:
		1. Data Breadth: Data provided to Subscriber contains the full available breadth of coverage; and captures all available geographic and company level data, unless otherwise specified herein.
		2. Data Timestamp: Where possible, Data provided to Subscriber will contain timestamped information.
		3. Software Support: Vendor will provide necessary assistance to Subscriber during the Evaluation Period.
		4. It will, where possible include a verified 3rd party symbology, such as Open FIGI.
5. Agreement Duration. This Agreement will continue until terminated. Either party may terminate this Agreement for any reason upon two (2) days’ notice to the other party.
6. Evaluation Period. The Subscriber may evaluate the Software for a period of thirty (30) days with such period extendable by prior written agreement of the parties.
7. Subscriber expressly acknowledges Vendor’s representation that the Software is confidential and proprietary to Vendor and/or its third party data suppliers and constitutes or incorporates trade secrets of Vendor and/or its third party data suppliers. Subscriber shall receive and maintain the content as a confidential disclosure and shall not disclose the content or any part thereof to any other person or entity except Nominated Consultants, Affiliates, directors, officers, agents or employees of Subscriber or as permitted by Vendor hereinafter for the purpose of evaluating the Data. Notwithstanding the foregoing, the obligation to maintain confidentiality of the content shall not extend to:
8. any content that is in the public domain other than as a result of Subscriber’s breach of confidentiality or the wrongful conduct of others; or
9. any content that has been given to Subscriber by a third party who is not known by Subscriber to be in breach of any obligation of secrecy to Vendor; or
10. any content which Subscriber is required to provide or disclose to any court, government or regulatory body of competent jurisdiction; or
11. any content already in Subscriber’s free possession at the time of its disclosure by the Vendor or on Vendor’s behalf to Subscriber; or
12. any content independently developed by the Subscriber without reference to the Data; or
13. any content that Subscriber is required to provide or disclose under any law, statute, regulation, directive, decree, order or notification binding on Subscriber.

Vendor agrees to treat all information and other materials which are (or have been) disclosed or provided by (or on behalf of) Subscriber as confidential and not to disclose it or them to anyone without Subscriber’s prior written consent (subject to the exceptions described in clauses (i) – (v) above) . This includes, without limitation, the fact of Subscriber’s engagement with Vendor, the terms of this Agreement, Subscriber’s interest in any particular type of Data, any industries or areas of discussion or in any companies in any relevant industries/areas. Vendor agrees not to act on this information in any way, including in any manner that might constitute market abuse.

In the event that a receiving party receives a request, or is required, to disclose any confidential information under a subpoena, court order, statute, law, rule, regulation or inquiry issued by a court of competent jurisdiction or by a judicial or administrative agency, legislative body or committee, or self-regulatory organization (each a “Legal Request”), such receiving party shall, as permitted by law, promptly notify the disclosing party in writing of such demand for disclosure so that such disclosing party may seek to avoid or minimize the Legal Request or obtain an appropriate protective order or other relief, or in the discretion of such disclosing party, waive compliance with the provisions of this Agreement. If so requested, such receiving party shall reasonably cooperate in the defense against any Legal Request. If such disclosing party is unable to obtain or does not seek a protective order and such receiving party is legally required to disclose such confidential information, such receiving party will disclose only that portion of the requested confidential information that it is required to disclose. Such disclosing party agrees to reimburse such receiving party for its reasonable expenses, including the reasonable fees and expenses of its counsel, in connection with action taken pursuant to this paragraph. Notwithstanding the foregoing, notice to such disclosing party shall not be required where disclosure is made in response to an examination by a regulatory or self-regulatory authority.

1. License. Vendor grants Subscriber, its Affiliates and Nominated Consultants a worldwide, royalty-free license to access, copy and use the Data as further described herein. This license includes the right for Subscriber, its Affiliates, and Nominated Consultants to (i) allow the Data to be accessed, used and operated on Subscriber’s (and its Affiliate’s and Nominated Consultant’s) behalf by Subscriber’s (and its Affiliate’s and Nominated Consultant’s) service providers, provided that the service providers may only use the Software for the purpose and in the course of providing services for Subscriber (or its Affiliates and Nominated Consultants); (ii) allow a service provider, for the benefit of Subscriber (or its Affiliates and Nominated Consultants), to access, copy and host Data on computers and other media at a service provider facility, regardless of location; (iii) use any Data internally at any location in the ordinary course of its various businesses and business groups, including (a) in connection with the purchase and sale of securities and other financial instruments and (b) use in backtesting (testing how a trading strategy would have performed if it had been implemented in the past using historical data), research, and analysis and use in the creation of algorithms; (iv) import any Data into its various databases, and internally redistribute among its departments and Affiliates at any location any such Data or databases without restriction; and/or (v) disclose externally Insubstantial Amounts of the Data.
2. Compliance with Applicable Laws and Other Obligations. Vendor covenants that it (including its employees and agents) will not disclose to Subscriber any (a) material, non-public information, (b) information that is subject to a confidentiality obligation, (c) information that Vendor does not have the right to disclose or (d) Personal Information.Vendor shall notify Subscriber immediately after discovering any possible breach of these covenants.
3. Representations and Warranties.
	1. Vendor represents, warrants and covenants that: (a) it has all requisite legal and corporate power and authority to disclose all of the Data to Subscriber as contemplated hereby for use as contemplated hereunder; (b) it has taken all corporate action necessary for the authorization, execution and delivery of this Agreement; (c) it has obtained and shall maintain all rights, approvals, licenses, certifications, accreditations and consents necessary to perform its obligations under this Agreement and disclose Data to Subscriber for the uses contemplated hereunder; (d) where Data includes third party information and/or sources, all necessary permissions and licenses have been obtained by Vendor; and (e) each disclosure of Data by it hereunder will be in full compliance with all applicable laws and regulations, including the Gramm-Leach-Bliley Act of 1999 and its implementing regulations and guidelines, and the European Union’s General Data Protection Regulation.
	2. Subscriber represents, warrants and covenants that
		1. The Data is provided to the Subscriber for evaluation purposes only, and is not meant to be used as the basis of commercial decisions that the Subscriber may make in the ordinary course of its business.
4. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflicts of law provisions. Each party agrees (i) that the Federal Courts of the United States and the courts of the State of New York in New York County are to have jurisdiction to settle any disputes in connection with this Agreement, (ii) to submit to the jurisdiction of such courts, and (iii) to waive any objection which it may have at any time to the laying of venue of any proceedings brought in any such court, waive any objection that such proceedings have been brought in an inconvenient forum and further waive the right to object, with respect to such proceedings, that such court does not have jurisdiction over said party. Each party will have the right to seek injunctive or other equitable relief in order to remedy or prevent any breach or threatened or anticipated breach of this Agreement by the other. Any injunction or equitable relief will be in addition to any damages or other relief to which either party may be entitled. Each party, to the extent permitted by law, knowingly, voluntarily and intentionally waives its right to a trial by jury in any action or other legal proceeding arising out of or relating to this agreement.
5. Independent Contractor Status. The parties acknowledge that Vendor is an independent contractor for purposes of this Agreement and nothing in this Agreement shall be construed to constitute the parties as partners, joint ventures, co-owners or otherwise as participants in a joint enterprise with respect to the matters set forth herein. Neither party has the power to bind the other party in any manner whatsoever by virtue of this Agreement. To the extent this Agreement confers any rights and benefits on Subscriber, such rights and benefits shall be deemed conferred on Subscriber’s affiliates.
6. Rights after Termination. Upon termination, unless otherwise agreed in writing, following written request Subscriber will delete any Data in its possession within four (4) weeks of termination, except Subscriber will not be required to delete (a) Data residing on Subscriber’s backup tapes or its servers if permanent deletion would be infeasible, (b) copies of Data to the extent required by law or maintained pursuant to Subscriber’s document retention program, (c) Data in Subscriber Materials and Subscriber Reports or (d) Insubstantial Amounts of the Data used in the ordinary course of business. Subscriber may use any such retained Data for any of the purposes permitted in this Agreement. Each party’s rights and obligations under sections 7 and 11-18 of this Agreement shall survive any termination of this Agreement.
7. Limitation of Damages. Except for the intellectual property indemnity below, breach of confidentiality or in the event of a party’s fraud, willful misconduct or gross negligence, neither party shall be liable to the other or to any third party for indirect or consequential damages, whether in contract, tort or otherwise, even if a party has been advised of the possibility of such damages.
8. Third Party Intellectual Property Indemnification. Vendor shall defend, indemnify and hold Subscriber. Its Affiliates and its and their directors, officers, employees, agents and other representatives, including Nominated Consultants harmless against any third party claim that the Data, when used as a stand-alone product by Subscriber and without any modification, infringes such third party's intellectual property rights or other proprietary rights.
9. Use of Name. Vendor shall not (a) disclose that Subscriber (or its Affiliates) is its client or is receiving Software or (b) use Subscriber’s (or its Affiliates’) names, trademarks, service marks or symbol, or any abbreviation, contraction or simulation thereof in any advertising, publicity, press release, or other promotional endeavor, including any customer list, web site or other materials distributed to Vendor’s customers or potential customers, without Subscriber’s written consent, which if given may be withdrawn at any time.
10. No Restriction on Trading. Nothing herein is intended to limit or prohibit Subscriber or any of its Affiliates from trading any financial product, including specifically those regulated by the SEC or CFTC.
11. Entire Agreement. The parties agree that this Agreement (a) is a complete and exclusive statement between the parties with respect to the subject matter hereof, (b) supersedes all related discussions, understandings, prior agreements and other communications between the parties with respect to the subject matter hereof, and (c) may not be modified, amended or rescinded unless set forth in writing and signed by both parties. No click-through, pop-up or other online terms presented by Vendor or the Software shall have any force or effect notwithstanding whether any Subscriber personnel accept such terms in their use of the Software.

Accepted and Agreed:

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| --- | --- | --- |
|  | Subscriber | Vendor |
| Signed by: |  |  |
| Print Name |  | John Casano |
| Title |  | CEO |
| Date |  |  |
| Address for Notices |  | 335 Madison Avenue16th FloorNew York, NY 10017USA |
| With a mandatory copy via email to: |  | info@jettrack.io |

# APPENDIX ONE: SOFTWARE DESCRIPTION:

JetTrack allows a few sophisticated institutional investors to identify future corporate transactions based on corporate flight activity.

Subscriber will be given access to the entirety of the software, for as many users as it would request.