

TRIAL DATA LICENSE AGREEMENT

This **Trial Data License Agreement** (“TDLA”) between Prattle Analytics, LLC (“Prattle”), and the counterparty entering into this TDLA (“you” or “your”), is effective as of the date accepted by you, and sets forth the terms and conditions applicable to your access to, and use of, Prattle’s historical Sentiment Index data, and other data and information, provided to you by Prattle (the “Trial Data”).

License: Prattle hereby grants to you, for the term set forth herein, a royalty-free, limited, non-exclusive, non-transferable, non-sublicensable, revocable license to access, use, display, modify, aggregate, and analyze the Trial Data, exclusively for the uses and purposes, and subject to the terms and conditions, set forth herein (the “License”). You agree to access and use the Trial Data for testing purposes only, in order to allow you to evaluate potential future use of Prattle’s Sentiment Index data. You agree to not decompile, reverse compile, disassemble, replicate, or reverse engineer the Trial Data or any portion thereof, and not to permit any third party to do so. There shall be no fees associated with your evaluation of the Trial Data. All rights not specifically granted to you hereunder are reserved by Prattle, including all intellectual property rights in and to the Trial Data and Prattle’s confidential information.

Trial Term: The License granted to you herein shall expire 30 days after delivery of Trial Data to you. The License term is automatically extended for successive 30 day periods unless terminated by the Company. The Company may terminate at any time for convenience. At the end of the trial term you shall purge all Trial Data from your electronic and physical files, except to the extent (i) otherwise permitted in writing by Prattle or (ii) required for regulatory compliance or in the course of your standard recordkeeping and backup procedures. If you desire access to Prattle’s Sentiment Index data after the trial term, you may request, and Prattle may provide, in its sole discretion, a license agreement and/or such other agreements as Prattle may deem necessary, governing your access to the data. Unless and until such agreements are entered into by you and Prattle, you shall have no right or claim to any of Prattle’s Sentiment Index data.

Confidential Information: The Trial Data and all other confidential, proprietary, and/or nonpublic information of any kind, whether written or oral, relating thereto and/or to Prattle and its business constitute confidential information of Prattle. You shall maintain the secrecy of all such confidential information during, and for a period of two (2) years after the expiration of, the term of this TDLA. You shall not use, disclose or otherwise exploit any such confidential information for any purpose not specifically authorized under this TDLA.

Assurances: The Trial Data is wholly derived from publicly available information which was publicly available at the time the information was analyzed. Proprietary methods have been used to systematically analyze this public information and generate Sentiment Index data (including the Trial Data). The Trial Data is therefore proprietary information derived from publicly available materials. As such, Prattle represents, warrants and covenants that: (a) Prattle has the full power to enter into this TDLA and to perform its obligations hereunder; (b) Prattle has the rights to grant the rights and licenses contemplated by this TDLA, without the need for any licenses, releases, consents, approvals or immunities not yet obtained; (c) the Trial Data is not material, non-public information obtained in breach of a duty of trust or confidence under Section 10(b) of the Securities Exchange Act of 1934 or the Securities Act of 1933; (d) the Trial Data is not “personally identifiable information” as defined by the US Office of Management and Budget (OMB) or as is defined by applicable law; and (e) the Trial Data shall be free from any viruses, worms, Trojan horses or other harmful or malicious code or components, and free from any “self-help” code or other disabling code. OTHER THAN THE SPECIFIC REPRESENTATIONS SET FORTH IN THIS PARAGRAPH, THE TRIAL DATA AND ALL OTHER INFORMATION OF PRATTLE WHICH MAY BE PROVIDED OR MADE AVAILABLE TO YOU IS PROVIDED “AS/IS” WITHOUT ANY WARRANTY OR REPRESENTATION OF ANY KIND. PRATTLE EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING: WARRANTIES OF MERCHANTABILITY, SUITABILITY, INTEGRATION, CURRENTNESS, ACCURACY, AND FITNESS FOR A PARTICULAR OR GENERAL PURPOSE. NEITHER PARTY SHALL HAVE ANY LIABILITY TO THE OTHER WITH RESPECT TO ITS OBLIGATIONS UNDER THIS TDLA FOR LOST PROFITS, LOSS OF DATA, WORK STOPPAGE, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INDIRECT, INCIDENTAL OR PUNITIVE DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

No Investment Advice: THE TRIAL DATA IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY,

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Indemnity: Prattle shall indemnify and hold harmless, and at your request defend, you, and your successors and assigns (and its and their officers, directors, employees, sublicensees, customers and agents) from and against any and all claims, losses, liabilities, damages, settlements, expenses and costs (including, without limitation, attorneys' fees and court costs) which arise out of or relate to (a) the fraud, gross negligence or willful misconduct of Prattle; or (b) any third party claim or threat thereof that the Trial Data and/or Prattle Confidential Information (and the exercise of the rights granted herein with respect thereto) infringe, misappropriate or violate any third party rights; provided, in each case, that Prattle shall have no obligation or liability for any claim arising out of or resulting in whole or in part from (i) unauthorized access to or use of the Trial Data and/or Prattle Confidential Information, (ii) modifications to the Trial Data and/or Prattle Confidential Information not made by Prattle, or (iii) combinations of the Trial Data and/or Prattle Confidential Information with any other materials, or use of the Trial Data and/or Prattle Confidential Information as part of a method, financial model or system; provided, further, that Prattle's total cumulative liability arising out of or relating to this Agreement shall not exceed ten thousand dollars (\$10,000).

Governing Law; Venue: This TDLA shall be governed by and construed, interpreted, and enforced in accordance with the laws of the State of New York, without reference to its conflicts or choice of law principles.

General: Prattle shall not use the name, logos, or trademarks of you or your affiliates in promotional and marketing material, publicity releases, or any public manner, without first obtaining your prior express written consent in each instance. Any claim, dispute or controversy that the parties may have which arises out of or relates to this TDLA shall be determined by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules then in effect (which Rules are deemed to be incorporated by reference herein), and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Claims shall be heard by a single arbitrator, to be selected by mutual agreement of the parties. The venue and legal seat of arbitration shall be in the city of New York, Borough of Manhattan.