

UNIFORM DEVEXPERTS SUBSCRIBER ADDENDUM

Vendor: Devexperts Inc., having its registered office at 2500 Plaza 5, Harborside Financial Center, Jersey City, NJ 07311, registered number 4722932 referenced below ("Devexperts")

The Agreement appears below. If you are legally capable, at least 18 years old person acting in your name and on your behalf, or you act as the authorized representative of the legal entity, sign it as either a Professional or a Non-Professional Subscriber in a one of the following manners: a) by signing your name or other symbol of your signature on the "Signature" line in the appropriate signature part(s) below, b) by clicking an "ok"/"agree" button, (c) and/or by ticking the box on a dialog box or pop-up window.

1. Subject of the agreement

1.1. Devexperts agrees to provide the Data Services for Subscriber internal use in accordance with the terms and conditions set forth herein and subject to the applicable License For Customer Use of BookMap Software executed between the Subscriber and VeloxPro Software Cyprus Ltd. ("Services").

1.2. Subscriber acknowledges that Devexperts may change this Agreement at any time as a result of changes required by third party providers, governmental authority, law, regulatory rules or valid subpoena, other administrative or legal process or court order.

2. Fees and payment procedure is subject to the License For Customer Use of BookMap Software executed between the Subscriber and the VeloxPro Software Cyprus Ltd.

3. Term of agreement is subject to the License For Customer Use of BookMap Software executed between the Subscriber and the VeloxPro Software Cyprus Ltd.

4. Provision of services

4.1. The Service is provided subject to the condition that it will be used by Subscriber and only for lawful purposes and purposes authorized by this Agreement. Subscriber is responsible for making separate arrangements for use of the specific services provided by the applicable Data Originators and third party providers.

4.2. The Services shall be used for display usage in "BookMap xRay" solution of VeloxPro Software Cyprus Ltd solely by Subscriber him/herself and not for third party access or use.

4.3. Any other use of the Services, not described in the clause 4.2 of this Agreement, is strictly prohibited.

4.4. Subscriber shall not and shall not knowingly permit any third party to format, retransmit or otherwise furnish, display, or alter the information or data received through and from the Services in violation of Regulations of Data Originator's.

4.5. Subscriber shall take reasonable security precautions to prevent unauthorized individuals or entities from gaining access to the Services.

4.6. Subscriber acknowledges that all the Data and other information provided during the course of the Data services provision are and shall remain the property of the appropriate Data Originators and third party providers.

5. Specifications

Devexperts keep the right to make regulations governing the use of the Service ("Regulations") and specifications concerning connection of systems to the Service ("Specifications"). Subscriber also agrees to comply with the rules and regulations of Data Originators and third party service providers (e.g. collocation or data feed providers).

6. Amendments

Where applicable, Devexperts may amend this Agreement, the Regulations, and the Specifications from time to time upon giving notice of the terms of any such amendment to Subscriber by any reasonable means. Devexperts will use reasonable efforts to advise Subscriber of the publication of such amendment by sending Subscriber corresponding notice. Subscriber's use of the Service after 30 (thirty) calendar days since the receipt of notice of amendment of this agreement or of the Specifications constitutes acceptance of that amendment.

7. Termination and alteration

7.1. Devexperts may terminate this Agreement, in whole or in part, immediately and without notice to the Subscriber if Devexperts reasonably: (a) determines that continued provision of the Service, equipment or facilities will contravene any local, state, national or international law or regulation; (b) determines that such action is necessary to prevent or protect against fraud, or otherwise protect the Service,

equipment or facilities from abuse or degradation or to protect its personnel or other Subscribers; or (c) is unable to secure the necessary services, equipment, or facilities to continue to provide Subscriber with the Service.

7.3 Devexperts shall be in default hereunder and Subscriber may immediately terminate this Agreement if Devexperts fails to perform or observe any substantial material term or condition of this Agreement and such failure continues unremedied for a period of 20 (twenty) calendar days after Devexperts receipt of written notice thereof from Subscriber.

7.4. In addition to any other remedy, Devexperts may suspend or terminate distribution of information to Subscriber if Contractor has reason to suspect non-compliance with any of the terms of the Agreement or if Devexperts is required to do so by the data originators for any reason.

7.5. This Agreement shall be deemed terminated automatically upon termination or expiration of the applicable License For Customer Use of BookMap Software executed between the Subscriber and the VeloxPro Software Cyprus Ltd.

8. INDEMNIFICATION AND LIMITATIONS ON LIABILITY

8.1. Subscriber shall indemnify and hold Devexperts, its owners, officers, directors, employees and consultants harmless from and against all and any loss, liability, damage, claim, cost and expense (including without limitation attorneys' fees and reasonable legal expenses) whether or not involving a third party claim, which arise out of or in relation to any (i) breach of the Subscriber's representations, warranties in this Agreement; (ii) any breach or violation of any covenant or other obligation or duty of the Subscriber under this Agreement (including but not limited to those implied in the Paragraph 5) or under the applicable law; (iii) Subscriber's misuse of the Service, except for Devexperts willful misconduct or gross negligence. Devexperts, its owners, officers, directors, employees and consultants shall not be liable to Subscriber or anyone claiming through Subscriber for any damages whatsoever unless such damage is caused by Devexperts (or any of its employees, agents or representatives) willful misconduct or gross negligence. Under this Agreement, Devexperts, its owners, officers, directors, employees and consultants exercise no control over, and accept no responsibility for, the content of the information transmitted. Use of such information is at Subscriber's own risk. Subscriber is solely responsible for maintaining the accuracy and integrity of its own data. Devexperts, its owners, officers, directors, employees, consultants, Data Originators and third party providers shall not be liable for any damages whatsoever due to the acts or omissions of Subscriber. Devexperts total liability in respect of any

and all claims arising from or related to this Service Agreement, in contract, tort, or otherwise, will be limited to the lesser of (i) actual damages incurred and proved by Subscriber as a direct result of Devexperts act or omission or (ii) ten thousand (10 000.00) USD. IN NO EVENT SHALL DEVEXPERTS, ITS OWNERS, OFFICERS, DIRECTORS, EMPLOYEES AND CONSULTANTS, AS WELL AS DATA ORIGINATORS LISTED IN SCHEDULE "A" AND CONTRACTOR THIRD PARTY SERVICE PROVIDERS AND THEIR RESPECTIVE OWNERS, OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES, AGENTS, CONSULTANTS AND LICENSORS BE LIABLE TO SUBSCRIBER FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, OR PUNITIVE LOSS OR DAMAGE OF ANY KIND, (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR INFORMATION AND THE LIKE) WHETHER OR NOT DEVEXPERTS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE, BY REASON OF ANY ACT OR OMISSION IN ITS PERFORMANCE UNDER THIS AGREEMENT.

8.2. DEVEXPERTS MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY, COMPLETENESS OR FITNESS FOR A PARTICULAR PURPOSE OR USE OR NON-INFRINGEMENT.

9. Confidential Information

9.1. "Confidential Information" shall be defined as all material and information concerning any matters relating to the business of the parties hereto and all trade secrets, know-how, ideas, concepts and methodologies incorporated therein, including without limiting the generality of the foregoing, any of their customers, the prices either party obtains or has obtained from the sale of, or at which either party sells or has sold, its products and/or services, the fees and charges payable by Subscriber hereunder, or any other information concerning the business of either party, their manner of operation, plans or other data.

9.2. A party receiving "Confidential Information" hereunder ("Receiving Party") shall not have an obligation of confidentiality and non-disclosure under this Section with respect to any material, records, data and/or information of the other party ("Disclosing Party") which:

- (a) is already known to the Receiving Party; or
- (b) is or becomes publicly known through no wrongful act of the Receiving Party; or

(c) is rightfully received by the Receiving Party from a third party without restriction and without breach of any confidentiality obligation owed by the third party to the Disclosing Party; or

(d) is furnished to a third party by the Disclosing Party without a similar restriction on the third party's rights; or

(e) is approved for release by written authorization of the Disclosing Party; or

(f) is developed or may hereafter be developed independently by the Receiving Party without reference to the information acquired from the Disclosing Party; or

(g) inherently disclosed in the use, lease, sale, or other distribution of any present or future product or service produced by, for, or under authorization of the Disclosing Party.

9.3. The Receiving Party hereby agrees to use reasonable care (the same being not less than that employed to protect its own proprietary information of like importance which it does not desire to have published or disseminated) to safeguard Confidential Information and shall not at any time, or in any manner, either directly or indirectly, divulge, disclose or communicate Confidential Information to any person, firm or corporation, in any manner whatsoever.

9.4. The Receiving Party may not use the Disclosing Party's information for any purpose other than the purpose for which it was provided without the prior written consent of the Disclosing Party.

9.5. The foregoing restriction shall not apply to the Receiving Party's employees, consultants and parent companies having a "need to know" such Confidential Information in connection with the Services provided by Contractor hereunder. It is further agreed that the Receiving Party will take all reasonable precautions to insure that all employees, consultants and parent companies to whom disclosure of Confidential Information is made shall be under an obligation to maintain the confidentiality thereof and shall have been advised of the confidential nature thereof by Subscriber or Contractor, as the case may be.

9.6. Notwithstanding anything contained herein to the contrary, the Receiving Party shall be permitted to disclose Confidential Information to the extent such disclosure is required to be made pursuant to governmental authority, law, regulations, rules or valid subpoena, other administrative or legal process, court order and/or, to the extent applicable, rules or standards of a state board of accountancy, the AICPA or similar body, in which event the Receiving Party shall provide notice to the Disclosing Party prior to any such disclosure by the Receiving Party.

9.7. Notwithstanding the foregoing, the Parties' obligations under this Paragraph shall remain in effect within 5 (five) years after the Agreement termination.

10. Force Majeure

Devexperts shall not be deemed in default of any of its obligations under this Agreement to the extent that performance is prevented or delayed by any act of God or public enemy, war, insurrection or riot, fire, flood, explosion, earthquake or labor dispute causing cessation, slowdown or interruption of work, national emergency, act or omission of any governing authority or agency thereof, inability after reasonable endeavors to procure equipment, data or materials from suppliers or any other circumstances beyond the affected party's reasonable control.

11. Applicable law and dispute resolution

This Agreement and the rights and obligations of the parties hereunder shall be governed by the internal laws, and not the laws of conflict, of the State of New Jersey, USA. To the extent permitted by applicable law, the parties hereby waive any provision of law which renders any provision in this Agreement unenforceable in any respect. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision shall be held to be prohibited by or invalid under applicable law, such provision shall be deemed amended to accomplish the objectives of the provision as originally written to the fullest extent permitted by law and all other provisions shall remain in full force and effect. The Parties hereby consent to jurisdiction in the State of New Jersey and agree that the courts within the State of New Jersey shall have exclusive jurisdiction over any issues regarding the enforcement of this Agreement. Subscriber expressly waives any and all defenses related to jurisdiction and venue, including, but not limited to, forum non convenienc or personal jurisdiction, with respect to any such action brought pursuant to this Agreement.

12. Assignment

Subscriber may not assign or delegate any of its rights or obligations arising hereunder, except with the prior written consent of Devexperts, which will not be unreasonably withheld. Any purported assignment or delegation in violation of this Paragraph 12 shall be null and void.

13. Publicity

Each party agrees not to disclose the terms, conditions or scope of this Agreement without the prior express written consent of the other party.

14. General provisions

14.1. Any notice or other communication required or authorized to be given under this Agreement shall be in writing and may be served by personal delivery, or by pre-paid, or recorded delivery letter, or by overnight courier, or by email or by facsimile addressed to the relevant Party at its address stated in this Agreement, or at such other address, or facsimile number as is notified by the relevant Party to the other for this purpose from time to time or at the address or facsimile number of the relevant Party last known to each other.

BOTH PARTIES AGREE THAT THE FEES, REMEDIES, AND LIMITATIONS HEREIN FORM AN ESSENTIAL PART OF THE BARGAIN AND REPRESENT AN EQUITABLE ALLOCATION OF RISKS BETWEEN THE PARTIES.