Symfintek Commission Conductor
End User License Agreement (EULA)

This End-User License Agreement (this "*Agreement*") is an agreement between the individual or business entity obtaining a license for the Software according to the terms of this Agreement ("*you*"), and Symfintek, LLC. ("Symfintek").

Read the terms and conditions of this Agreement carefully, as it becomes effective upon the earlier of (i) issuance of a License Key to the Software, (ii) your first use of the Software, or (iii) entering into your Symfintek Order Form.

1. Definitions

"Symfintek Intellectual Property" means the Software, Documentation, and all trademarks and service marks owned or used by Symfintek, including associated intellectual property rights under copyright, trade secret, patent, or trademark laws.

"Symfintek Proposal" means the Symfintek Order Form you signed when you purchased your Perpetual License or Subscription License from your Authorized Acumatica Reseller or Acumatica.

"Authorized Acumatica Reseller" means a business partner that has entered into a contractual relationship with Acumatica to sell Acumatica software licenses and services to end users.

"Confidential Information" means all your and Symfintek's information, material and data or any third party (i) labeled or designated in writing as confidential or proprietary, (ii) which is verbal or otherwise intangible and the disclosing party advises the receiving party is proprietary or confidential or (iii) which, in view of the nature of such information and/or the circumstances of its disclosure the receiving party knows or reasonably should know is confidential or proprietary, including, but not limited to, software, information relating to financial data, plans, forecasts, intellectual property, methodologies, algorithms, agreements, market intelligence, technical concepts, customer information, strategic analyses and internal developments. Confidential Information does not include information (i) which is or becomes publicly known without any fault of or participation by the receiving party, (ii) was in receiving party's possession prior to the time it was received from disclosing party or came into receiving party's possession thereafter, in each case lawfully obtained from a source other than disclosing party and not subject to any obligation of confidentiality or restriction on use, or (iii) is independently developed by the receiving party by persons not having exposure to disclosing party's Confidential Information.

"Documentation" means the user manuals accompanying the Software.

"Employee" means your employees, consultants, contingent workers, independent contractors, and retirees and of your Affiliates whose business record(s) are or may be managed by the Software and for which a license for the Software has been purchased.

"Fees" shall have the meaning set forth in Section 4.

"License Key" means the data string provided by Symfintek to you that, upon installation, permits the use of the Software in a Production environment in accordance with your Symfintek Order Form.

"Perpetual License" means a license for which you pay a one-time Fee to obtain the right to use and deploy the Software, whether on your premises or at your preferred hosting provider.

"Production" means the use by you or your Employee of, or Symfintek's written verification of, the availability of the Service (i) to administer Employees; (ii) to generate data for your books/records; or (iii) in any decision support capacity.

"Software" means Symfintek's proprietary software, including any modules or add-ons you may elect to install, subscribe to or use. For purposes of this Agreement, the "Software" includes any Updates you are entitled to install or use.

"Software Maintenance Plan" means a maintenance plan for the Software provided by Symfintek and purchased from your Authorized Acumatica Reseller or Acumatica.

"Subscription License" means a license for which you pay a periodic Fee to obtain the right to use and deploy the Software, whether on your premises or at your preferred hosting provider.

"Tenant" means logically separated data in a single database.

"Third Party Application" means applications licensed from third parties which connect with or interoperate with the Software.

"Updates" means any corrections and enhancements including hot fixes, patches, updates, changes, and upgrades to the Software if and when made available to end-users.

"Your Input" means suggestions, enhancement requests, recommendations or other feedback provided by you and your employees and relating to the functionality of the Software.

2. License

Grant of License. Symfintek hereby grants to you, and you accept, a limited, nonexclusive license to use the following software: Commissions Conductor
(Collectively, the "Software"), in machine-readable, object code form only, and the user manuals accompanying the Software (the 'Documentation"), only as authorized in this Agreement, For purposes of this Agreement, the "Software" includes any corrections and enhancements including hot fixes, patches, work-arounds, updates and upgrades to the Software ("Maintenance Releases") made available to end-users through Symfintek's (www.symfintek.com) web site. Notwithstanding the foregoing, Symfintek shall be under no obligation to provide any Maintenance Releases.

2.1. Scope of Use

You may use (i) one copy of the Software activated by a license key on a single server (virtual or physical) owned, leased, or otherwise controlled by you, at a single time, and (ii) only on the type of data base server licensed by you; provided, the database for the
Software may reside on a separate single server. If you have multiple license keys for the Software, you may make and use as many copies of the Software as you have license keys For purposes of this Agreement, "use" of the software means loading the Software into the temporary

or permanent memory of a computer. Installation of the Software on a network server solely for distribution to other computers is not "use" of the Software, and is permitted, as long as you have a license key for each server (virtual or physical) to which the Software is distributed and for each data base server being accessed by the Software. The Software may not be used on or distributed to a greater number of computers than you have license keys. You may also use a reasonable number of copies of the Software for testing, off-line archival purposes, and training on a non-production server. No other right or license to use or make copies of the software is granted or implied. Without limiting the foregoing, the following use of the Software requires an additional secondary license: Multiple databases; multi-server configurations; and separated customizations between entities.

2.2. Maintenance of Software

Symfintek will only make Maintenance Releases available to you if you are an active subscriber of a Symfintek maintenance plan, if and when such Maintenance Releases are made available to end-users of the Software. Maintenance Releases include Software updates, version upgrades and hot fixes at no additional cost, but do not include new products or add-ons to the Software which include new features for which Symfintek charges a separate fee to its end-users. All Maintenance Releases are subject to this Agreement. If you are an active subscriber of an Symfintek Maintenance Plan, you also receive access to support forums, frequently asked questions and answers, and documentation as it becomes available, and receive credit for your existing license payment when you upgrade the edition of the Software you are using. You should refer to the maintenance plan that you subscribe to for the definitive terms and conditions of that plan. You acknowledge that installation of Maintenance Releases may cause customizations which have been made to your Software to no longer function as intended. To avoid such a situation, you should coordinate installation of all Maintenance Releases with the parties supporting your Software, test the Maintenance Release and any customizations on a separate test system, insure that the system is fully operational, and remedy any non„functioning components before installing the Maintenance Release on your production server.

2.3. Operating Environments.

You acknowledge that Symfintek licenses the Software for use with (1) operating environments (web browsers, cloud services, servers, peripherals, database management systems and operating systems) supported by Symfintek or (2) operating environments compatible with those supported by Symfintek. Symfintek makes NO representation as to what environments are compatible with supported operating environments.

2.4. Assignment of Rights

You may not sublicense, lease, rent, or lend your rights in the Software, Documentation, or license keys, as granted by this Agreement, with any third party without prior written consent of Symfintek. Notwithstanding the foregoing, you may assign your rights in this Agreement without such consent in the case of a sale of substantially all of your assets or equity interests, or in the case of a merger, change in control or similar transaction, provided that (i) the assignee agrees in

writing to be bound by the terms and conditions of this Agreement, (ii) you are not in material default hereunder, and (iii) you agree to remain liable for any breach of this Agreement by the assignee.

3. Intellectual Property and Confidentiality

3.1 Use Reporting, License Violations and Remedies.

Symfintek reserves the right to gather data on key usage including license key numbers, server IP addresses, domain counts and other information deemed relevant, to ensure that our products are being used in accordance with the terms of this Agreement. Symfintek expressly prohibits simultaneous, multiple installations of our licensed products and domain count overrides without prior written approval. Any unauthorized use shall be considered by Symfintek to be a violation of this Agreement. Symfintek reserves the right to remedy violations immediately upon discovery, by giving written notice thereof to you and charging the then current list price of unauthorized keys to the credit card used to make the original, authorized purchase, or by any other means necessary. You agree not to block, electronically or otherwise, the transmission of data required for compliance with this agreement. Any blocking of data required for compliance under this Agreement is considered to be violation of this Agreement and will result in immediate termination of this Agreement pursuant to Section 4.

3.2 License Automatic Update and Expiration.

Your license may include an expiration date that can result in the termination of the license. For permanent (non-lease) license keys, the license updates automatically except if Symfintek determines that a license is used in violation of the terms of this Agreement If your license key is stolen, or if you suspect any improper or illegal usage of your license outside of your control you should promptly notify Symfintek of such occurrence. A replacement license will be issued to you and the suspect license will be allowed to expire. For lease licenses, your monthly payment for each month must be processed prior to
the expiration date in order for the license updates to be performed. For your convenience Symfintek provides license expiration warnings in the product interface should there be any issues that would cause the product license to expire. It is your responsibility to contact Symfintek regarding any potential expiration that you deem inappropriate. Symfintek is not liable for any damages or costs incurred in connection with the expiring licenses.

3.3 Proprietary Rights to Software and Trademarks.

You acknowledge that the Software and the Documentation are proprietary to Symfintek, and the Software and Documentation are protected under United States copyright law and international treaties. You further acknowledge and agree that, as between you and Symfintek, Symfintek owns and shall continue to own all right, title, and interest in and to the Software and Documentation, including associated intellectual property rights under copyright, trade secret,

patent, or trademark laws. This Agreement does not grant you any ownership interest in or to the Software or the Documentation, but only a limited right of use that is revocable in accordance with the terms of this Agreement. Any and alt trademarks or service marks that Symfintek uses in connection with the Software or with services rendered by Symfintek are marks owned by Symfintek. This Agreement does not grant you any right, license, or interest in such marks, and you shall not assert any right, license, or interest in such marks or any words or designs that are confusingly similar to such marks.

3.4 Restrictions on Use of the Software and License Keys.

You shall permit only authorized users, who possess rightfully, obtained license keys, to use the Software or to view the Documentation. Except as expressly authorized by this Agreement, you shall not make available the Software, Documentation, or any license key to any third party. You will use your best efforts to cooperate with and assist Symfintek in identifying and preventing any unauthorized use, copying, or disclosure of the Software, Documentation, or any portion thereof.

4. License Fees

The Software will be available to you for use upon your receipt of one or more license keys. Upon acceptance of this Agreement, you may obtain Symfintek's (www.symfintek.com) web site. The license fees paid by you are paid in consideration of the license granted under this Agreement. Symfintek does not refund license fees. By accepting this Agreement you fully understand that once license fee payment is made to Symfintek you will have no recourse for receiving a refund of any part of the fees.

5. Term and Termination

This Agreement is effective upon your acceptance of the Agreement, or upon your downloading, accessing, and using the Software, even if you have not expressly accepted this Agreement. This Agreement shall continue in effect until terminated. Without prejudice to any other rights, this Agreement will terminate automatically if you fail to comply with any of the limitations or other requirements described herein. If you are leasing the Software, and fail to pay the applicable license fees, Symfintek shall have the right to disable the Software. You may terminate this License Agreement at any time by: (i) providing written notice to Symfintek of your decision to terminate the Agreement by a certain date, and (ii) either returning the Software, Documentation, all copies thereof, and all license keys that you have obtained to Symfintek or destroying all such materials and providing written verification of such destruction to Symfintek. Symfintek may terminate this Agreement if you breach any term of the Agreement by giving you thirty (30) days' written notice of your breach and Symfintek's decision to terminate the Agreement. Upon termination of this Agreement by Symfintek, you agree to either return to Symfintek the Software, Documentation, all copies thereof, and all license keys that you have obtained, or to destroy all such materials and provide written verification of such destruction to Symfintek.

6. Remedies, Indemnification

6.1. Symfintek will, at its expense, indemnify, hold you harmless, and defend against any claims made by an unaffiliated third party that the Software infringes its patent, copyright or trademark or misappropriates its trade secret; provided (i) you notify Symfintek, in writing, not later than 20 days after you receive notice of the claim, (ii) you retain the sole control of the defense and any settlement negotiations, and (iii) you cooperate with Symfintek in defending against or settling the claim. Symfintek's obligation of indemnification will not apply to the extent that the claim is based on (i) your use of the Software after Symfintek notifies you to discontinue use due to such a claim; (ii) your combining the Software with non-Symfintek product, data or business process including third party add-ons or programs; (iii) damages attributable to the value of the use of a non-Symfintek product, data or business process; (iv) your altering or modifying the Software, including any modifications by third parties; or (v) your use of the Software in violation of this Agreement. You will reimburse us for any costs or damages that result from these actions. If Symfintek receives information concerning an infringement or misappropriation claim related to the Software, Symfintek may, at its expense and without obligation to do so, either (i) procure for you the right to continue to run the Software or (ii) modify the Software or replace it with a functional equivalent, to make it non-infringing, in which case you will stop using the allegedly infringing Software immediately. If, as a result of an infringement or misappropriation claim, your use of the Software is enjoined by a court of competent jurisdiction, Symfintek will, at its option, either procure the right to continue its use, replace it with a functional equivalent, modify it to make it non-infringing, or refund the amount paid and terminate the license granted in this Agreement. This Section 9.1 constitutes your exclusive remedy for third party infringement and trade secret misappropriation claims.

6.2. You will, at your own expense, indemnify and hold Symfintek, and its subsidiaries and affiliates, and all officers, directors, and employees thereof, harmless from and against any and all claims, actions, liabilities, losses, damages, judgments, grants, costs, and expenses, including reasonable attorneys' fees (collectively, "Claims"), arising out of any use of the Software by you, any party related to you, or any party acting upon your authorization in a manner that is not expressly authorized by this Agreement.

7. Limited Warranties; Disclaimer

7.1. Limited Warranties.

Symfintek warrants to you that (i) the Software (including updates) will perform in all material respects as described in the Documentation, provided that, problems caused by your acts or failures to act, or caused by software or hardware not provided by Symfintek shall be excluded; and (ii) the Software (including updates) is and will be free of malicious code (software designed to intentionally infiltrate or damage a computer system without the owner's consent) and malware (software intended to disrupt computer operation, gather sensitive data, or gain access to computer systems, including, without limitation, viruses. worms, Trojan horses, root kits, spyware and adware). This limited warranty covers the Software for a period of six (6) months after acquired by you. If you receive updates to the Software, this limited warranty covers the update to the Software for thirty (30) days or the balance of the original 6 month warranty period, whichever is longer.

7.2. Exclusive Remedies.

In the event of any breach of the limited warranty in Section 6.1(i), Symfintek will use reasonable effort, at its expense, to make available to you corrections sufficient to eliminate any demonstrable breaches within thirty (30) days of notice of the breach. In the event of any breach of the warranty in Section 10.1(ii), Symfintek will promptly cure, at its expense, the breach if Symfintek fails to provide the remedies specified in this Section within a reasonable period of time, but in no event more than thirty (30) days of notice of the breach, you may elect, as your exclusive remedy, to terminate the license and return the Software and receive a refund of the license fees paid by you for the Software.

7.3. Purchase of License From Third Parties.

If you obtained the Software from a third party (such as a reseller), you must report breaches of the limited warranties specified in Section 10.1 to the third party, and the remedies specified in Section 10.2 shall be provided to you by the third party, and not directly by Symfintek.

7.4. Disclaimers.

Except as provided in this section 10, Symfintek disclaims any and all warranties, whether express or implied, including, without limitation, any implied warranties of merchantability or fitness for a particular purpose, to the extent authorized by law. Without limiting the foregoing, Symfintek expressly disclaims any warranty that the software will meet your requirements or that operation of the software will be uninterrupted or error free. you assume responsibility for selecting the software to achieve your intended results, and for the results obtained from your use of the software. you shall bear the entire risk as to the quality and the performance of the software.

8. Limitation of Liability

Symfintek's cumulative liability to you or any party related to you for any costs or damages resulting from any claims, demands, or actions arising out of or relating to this agreement, including without limitation Symfintek's intellectual property indemnification obligations, shall be limited to the amount of license fees paid to Symfintek by you under this agreement, but in no event such liability shall exceed us$io,ooo in the aggregate for all occurrences. This limitation applies to all causes of action or claims in the aggregate, including, without limitation, breach of contract, breach of warranty, indemnity, negligence, strict liability, misrepresentation, and
other torts. in no event shall either party be liable to the other or any other party for any indirect, incidental, consequential, special, exemplary, or punitive damages or lost profits, even if advised of the possibility of such damages.

9. General Terms

9.1. Governing Law and Choice of Forum.

This Agreement shall be governed by and

interpreted in accordance with the laws of the State of Florida, without regard to the conflicts of law rules thereof.

9.2. Severability.
If any term or provision of this Agreement is declared void or unenforceable in a particular situation, by any judicial or administrative authority, this declaration shall not affect the validity of enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation.

9.3. Survival.
Articles 2, 5, 6, 7, and 8 of this Agreement and all Sections thereof, shall survive the termination of this Agreement, regardless of the cause for termination, and shall remain valid and binding indefinitely.

9.4. Headings.
The Article and Section headings contained in this Agreement are incorporated for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

9.5. No Waiver.
The failure of either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach hereunder shall not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches.

9.6. Right To Use Name.
Unless Symfintek receives Client's written consent to such extent, Symfintek may not use Client's name in print, on-line, and in other multimedia advertising or marketing materials.

9.7. Taxes.
You shall, in addition to the license fees required under this Agreement, pay all applicable sales, use, transfer, or other taxes and all duties, whether national, state, or local, however designated, that are levied or imposed by reason of the transaction contemplated under this Agreement, excluding income taxes on the net profits of Symfintek. You shall reimburse Symfintek for any such taxes or duties paid or incurred directly by Symfintek as a result of this transaction.

8.United States Government Restricted Rights

The Software and Documentation are provided with Restricted Rights. Use, duplication, or disclosure by the government is subject to restrictions as set forth in subparagraph (c)(f)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c) (1) and (2) of the Commercial Computer Software4Restricted Rights at 48 C.F.R. S:52.227-19, as applicable.

In Witness Whereof, the parties have set their hands, by their duly authorized representatives. on the dates set forth below.