



LANE FOUR BY NUVEM LICENSE AGREEMENT

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 Nuvem Inc. (“Nuvem”, “Lane Four”) setting forth the terms and conditions under which Nuvem will grant You the right to access and use the Lane Four application (“Software”).

2. Software. Subject to the restrictions set forth below and the payment of all applicable fees, Nuvem grants Customer a limited, non-exclusive, non-transferable, non-sublicenseable right to install the Software in Your salesforce.com instance (“SFDC Instance”) for the number of users for which you have paid applicable subscription fees.

3. Subject to the terms of this Agreement, Customer may access and use the Software on a trial basis and free of charge for a period defined by the signed order schedule (“Trial Period”). Customer’s access to the Software will automatically terminate following such Trial Period, unless Customer has paid in full all applicable fees in accordance with this Agreement.

3.1 Software Availability. You acknowledge that access to and use of the Software is dependent on the availability and proper functioning of Your SFDC Instance and that Nuvem has no control over your SFDC Instance or the salesforce.com service. Nuvem disclaims responsibility and liability for any inability to access or use the Software, or degradation of the performance of the Software, 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 SFDC 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 Nuvem’ or its licensors’ ownership rights in or to the Software, applicable documentation; Nuvem name, logo, domain name, hardware, processes, algorithms, user interfaces, know-how and other trade secrets or technology (collectively, “Nuvem Technology”). The Nuvem Technology is protected by applicable intellectual property laws., Nuvem and its licensors retain all right, title and interest in and to Nuvem Technology, including all intellectual property rights therein.

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

4.3 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 SOFTWARE 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 Software 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 Software, computer systems or networks related to the Software; (d) modify or create derivative works based on the Software; (e) copy or distribute the Software; (f) allow use of the Software by anyone other than user(s) authorized and paid for by You; (g) knowingly transmit through the Software unlawful, libelous, tortious, defamatory, threatening, vulgar, or obscene material or material containing viruses or other harmful code; or (h) otherwise use the Software other than as permitted in Section 2. You acknowledge that Nuvem may utilize technological license control features that can limit Your access to or use of Software to ensure Your compliance with this Agreement.

5. Fees, Payment and Terms.

5.1 Customer shall pay in advance fees defined by the signed order schedule. Nuvem will invoice You on the payment schedule defined by the signed order schedule. You will not be given access to the Software until You have paid the applicable fees. The first fee shall start to accrue as of the first day immediately following the Trial Period. The fees do not include any taxes or duties of any kind, which may be imposed by any governmental entity on the transactions contemplated by this Agreement, and Customer shall be solely responsible for all such taxes other than taxes based solely on Nuvem' income. All amounts paid are non-refundable. Nuvem reserves the right to suspend your access to and use of the Software if you fail to pay any undisputed amount owed on or before its due date.

5.2 The initial term of this Agreement shall be the number of years defined in the signed order schedule from the date also defined by the signed order schedule. This contract shall automatically renew for additional successive 1 year terms at the annual cost defined by the signed order schedule, unless terminated by either party upon 30 days notice prior to the expiration of the then current term.

6. Termination. Either party shall have the right to terminate this Agreement in one of two scenarios. (1) If the order schedule contains an "Opt out by date", You are entitled to end this agreement by providing written notice anytime before this date and will not incur fees of any kind. The Customer is entirely responsible for understanding this deadline and will not be given a warning of any kind to the approaching or passing of this date. Once this date has passed, all fees will be immediately invoiced and payment is due on the invoice date. (2) 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 Customer's failure to pay any fees when due hereunder, which must be cured within 5 days after receipt of written notice from Nuvem. 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 Customer hereunder will immediately terminate and Customer shall immediately discontinue any use of the Software. Termination shall not relieve Customer of the obligation to pay any fees accrued or payable to Nuvem prior to the effective date of termination.

7. Support; Updates. Nuvem will provide email and telephone support to Customer for current versions of the Software. Nuvem will investigate all of Customer's questions and problems promptly. Customer agrees to provide adequate information to Nuvem to assist in the investigation and to confirm that any problems have been resolved. Nuvem targets a support case response time of twenty-four (24) hours or less during weekdays, excluding holidays.

Nuvem may, in its sole discretion, from time to time update the Software and may include such updates, free of charge, in the Software, provided Customer has paid all applicable fees then due hereunder.

8. 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. Nuvem' "Confidential Information" shall include, but not be limited to, Software, 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.

9. Customer Warranties. Customer shall be solely responsible for all activities in connection with the Software that occur under Customer's username(s). Without limiting the generality of the foregoing, Customer shall: (i) comply with all applicable laws and regulations; and (ii) be solely responsible for the accuracy, reliability, and quality of any information or data submitted by Customer to Nuvem or processed using the Software. Customer warrants that any data, content, or materials used, stored or created by Customer using the Software will not infringe the copyright, trade secret, patent, privacy, publicity, or other proprietary or intellectual property right of any third party.

10. Breach of Customer Warranties. In the event of any breach, or reasonably anticipated breach, of any of Customer's warranties or obligations, or Customer infringes or misappropriates Nuvem' intellectual property rights, in addition to any other remedies available at law or in equity, Nuvem will have the right to immediately, in Nuvem' sole discretion, suspend Customer's access to or use of the Software and/or terminate this Agreement, if deemed reasonably necessary by Nuvem to prevent any harm to Nuvem or its business.

11. Indemnity.

11.1 Customer shall indemnify and hold Nuvem and its subsidiaries, affiliates, officers, agents, and employees harmless from any claims by third parties, and any related damages, losses or costs (including reasonable attorneys' fees and costs), arising out of a claim or demand alleging that any data or content submitted by Customer to Nuvem infringes, misappropriates, or violates any rights of a third party including any third party intellectual property rights.

12. WARRANTY DISCLAIMER. THE SOFTWARE IS PROVIDED ON AN "AS IS" BASIS. CUSTOMER ASSUMES ALL RESPONSIBILITY FOR SELECTION OF THE SOFTWARE TO ACHIEVE ITS INTENDED RESULTS AND FOR THE USE OF AND RESULTS OBTAINED FROM THE SOFTWARE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NUVEM 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. NUVEM DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE WILL MEET CUSTOMER'S REQUIREMENTS, BE UNINTERRUPTED, OR ERROR-FREE.

13. LIMITATION OF LIABILITY. EXCEPT FOR A PARTY'S OBLIGATIONS UNDER SECTION 13 OR A PARTY'S BREACH OF SECTION 2 OR 10, 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 SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT WILL NOT EXCEED \$100,000. THE FOREGOING LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF THEIR ESSENTIAL PURPOSE.

14. Survival. The following provisions will survive any expiration or termination of this Agreement: Sections 4 (Ownership), 5 (Fees and Payment), 6 (Termination), 8 (Confidentiality), 9 (Customer Warranties), 11 (Indemnity), 12 (Warranty Disclaimer), 13 (Limitation of Liability), 14 (Survival), 15 (General).

15. General. This Agreement shall be governed by Ontario 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 Toronto, Canada.