MASTER SUBSCRIPTION AGREEMENT

This **Master Subscription Agreement** (the "Agreement"), is made by and between **OIKOS SOFTWARE, INC.** ("OIKOS"), with its principal place of business located at 250 Commercial Street, STE 3012, Manchester, NH 03101 and **[input]**("Company"), with its principal offices at **[input]** and is effective as of the last date signed below (the "Effective Date").

1. Subscription and License Grant

1.1 For and in consideration of the subscription and license fee paid by Company, OIKOS grants Company the following license rights during the Term, (as defined below)

1.1.1 OIKOS grants to Company the right to have its Named Users (as defined below) log in to and use, on a cloud basis, certain financial application management and modeling functions (the "Services") , in accordance with the subscription and license purchased by Company. Named Users may log in to the OIKOS site (the "OIKOS Site") and use the OIKOS Software on the OIKOS Site ("OIKOS Software"), in accordance with the documentation at OIKOS Site ("Documentation").

1.1.2 Company may store information and data regarding Company's treasury and finance operations ("Data"), on the OIKOS Site, in accordance with the OIKOS data storage policy specified in the Documentation.

1.1.3 In addition to the Company, the license grant contained in this Agreement is also granted to any Affiliate of the Company. Company agrees that it will remain solely liable to OIKOS for any breach of this Agreement by any such Affiliate. For the purposes of this Agreement, "Affiliate" means any entity which Controls, is Controlled by, or is under common Control with the Company. Such entity shall be deemed to be an "Affiliate" only so long as such Control exists. **Control** and/or **Controlled by** means (a) in the case of corporate entities, direct or indirect ownership of more than fifty percent (50%) of the stock or shares entitled to vote for the election of directors; or (b) in the case of non-corporate entities, direct or indirect ownership of more than fifty percent (50%) of the equity interest with the power to direct the management and policies of such non-corporate entities.

1.2 Restrictions and Prohibitions

1.2.1 Company shall identify individual persons as users of the OIKOS Software ("Named Users"). Company's use of the OIKOS Software is limited to the number of licensed Named Users and the data storage that Company has purchased from OIKOS in Company's subscription. To implement Company's subscription to the Services, Company shall appoint one of its Named Users as the "Administrative User." The Administrative User shall have full access to the public functionality of the OIKOS Software, including the administrative controls. The Administrative User shall assign access levels for all other Named Users who are part of the subscription. Each Named User shall have a unique User ID and password, and Company is solely responsible for the assignment, management and security of its ID's and passwords. Company is responsible for all activity occurring under all of the Company's Named User's ID(s) and password(s).

1.2.2 Company may use the OIKOS Software for its own internal business operations, to aid in the management of its treasury and finance functions. Company may not use the OIKOS Software to perform services for third parties, unless Company has purchased a "Professional Services Subscription" from OIKOS.

1.2.3 The Parties acknowledge that this Agreement represents a license to use the OIKOS Software only and that OIKOS retains title and all intellectual property rights in and to the OIKOS Software. Except as expressly permitted by law, Company agree that Company shall not reverse engineer, decompile or reverse assemble the OIKOS Software or otherwise seek to gain access to source code or underlying algorithms for the OIKOS Software. Company may not modify or create derivative works from the OIKOS Software, except as stated in the Documentation as a step in using the OIKOS Software. Company shall not delete, modify or obscure any trademark, copyright notice or other proprietary notice on the OIKOS Software.

2. Term and Termination

2.1 Company's subscription and license to use the OIKOS Software shall extend for the term that Company purchases from OIKOS ("Term"). The commencement date is the date that any Company Named User first logs in to the OIKOS site, The Parties may terminate this Agreement only as provided below in Section 2.2. Thereafter, the Term will automatically renew, for an additional Term of the same duration, unless Company give OIKOS written notice, fifteen or more days before the renewal date, that Company does not wish to renew Company's subscription.

2.2 Either party may terminate this Agreement if the other party (i) commits a material breach of its obligations hereunder and does not cure such breach within ten days of notice by the other party, or (ii) files for bankruptcy protection, has an involuntary petition of bankruptcy filed against it, which is not dismissed within thirty days or ceases to do business as a going concern. OIKOS may terminate this Agreement if Company attempt to assign this Agreement without OIKOS's written permission.

2.3 Upon expiration or termination of this Agreement the Company's right and license to use the OIKOS Software shall cease. Thirty days after expiration or termination, OIKOS will securely delete all Company Data, except for Data contained in backup copies, which

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will be securely deleted in the normal course of OIKOS' business.

3.   Payment. Unless otherwise stated, (i) all subscription fees and renewals are due net thirty (30) days from the invoice date and (ii) all payments made under this Agreement shall be in USD.

Any payment not received from Company within ten (10) days of its due date may accrue at OIKOS's discretion, late charges at the rate of 1% per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid. OIKOS may suspend Company's access to the OIKOS Site during any period that Company's payment is overdue.

If Company is required under any law or regulation of any governmental entity or authority to withhold or deduct any taxes from any payment due to OIKOS pursuant to this Agreement, then the sum payable by Company to OIKOS will be increased by the amount necessary to yield to OIKOS an amount equal to the sum it would have received had no withholding or deduction been made.

4.   Taxes. Applicable taxes will be billed as a separate item or line item if OIKOS is registered to collect such taxes. Company shall bear the cost and pay where applicable sales, use, value added, goods and service and/or any other sales taxes, or related surtaxes or surcharges imposed by any federal, state, foreign or local governmental entity that are levied, assessed, charged, withheld or collected for items and/or services provided under this Agreement.. Company will not be liable for any taxes based solely on OIKOS income or property.

5.   Warranty and Support
5.1   OIKOS represents and warrants that, during the Term, the OIKOS Software will conform in all material respects to the Documentation. If OIKOS receives notice from Company that the OIKOS Software is not performing in accordance with the Documentation, OIKOS will use commercially reasonable efforts to remedy or fix such defect.

5.2   OIKOS further warrants that it has implemented, and will maintain during the Term, data security features in accordance with industry standards for the type of data processed by the OIKOS Software, and as described in the Documentation (as revised from time to time, but not to be diminished.) The Parties acknowledge and agree that OIKOS personnel (including independent contractors) may have access to Company Data on the OIKOS Site, as a consequence of providing and maintaining the OIKOS Services. OIKOS will maintain the confidentiality of such Data and will not disclose Data to any third party.

5.3   **Company Responsibility.** Company acknowledges, (i) that the OIKOS Software is intended as a tool only and not a guarantee of a particular outcome or result; Company is solely responsible for the results achieved using the OIKOS Services; (ii) that the technical support provided by OIKOS hereunder is not intended as a substitute for adequate training and supervision of Company's Named Users; (iii) that the OIKOS Software is enabled to receive and transmit encrypted data, but Company has control of and is solely responsible for the secure transmission of data and results to and from the OIKOS Site; and (iv) that while OIKOS will take reasonable steps to back up data on the OIKOS Site, Company is responsible to maintain and back up all Company Data, including the results achieved using the OIKOS Software.

5.4   EXCEPT FOR THE EXPRESS WARRANTIES MADE OR REFERENCED IN THIS AGREEMENT, OIKOS DOES NOT MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE SUBJECT MATTER OF THIS AGREEMENT, AND OIKOS HEREBY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON INFRINGEMENT.

5.5   **Support.** Support options and descriptions are available to Company as set forth on the OIKOS web site at www.oikossoftware.com. OIKOS reserves the right to modify the support options at any time and without notice. Any modifications to any support option selected by Company shall not become effective until the following Term or in the case of a multi-year Term, upon the next 12 month period of the multi-year Term.

6.   Limitation of Liability. IN NO EVENT SHALL OIKOS BE LIABLE FOR ANY DAMAGES RESULTING FROM LOSS OF USE, DATA, PROFIT OR BUSINESS, OR FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER ARISING IN AN ACTION OF CONTRACT, TORT OR OTHER LEGAL THEORY WHETHER OR NOT OIKOS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY REMEDY. OIKOS'S LIABILITY FOR DAMAGES FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF ACTION (IN CONTRACT OR TORT), SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY COMPANY DURING THE TERM DURING WHICH COMPANY'S CAUSE OF ACTION ACCRUES.

7.   Export. Company agrees that Company shall not directly or indirectly export the OIKOS Software, such as by providing remote access, without first obtaining a license from the U.S. Department of Commerce or any other appropriate agency of the U.S. Government, as required by law. Diversion of products contrary to U.S. law is prohibited.

8.   U.S. Government Restricted Rights. The OIKOS Software is a commercial product, developed at private

expense, and provided with Restricted Rights. Use, reproduction, release, modification or disclosure of the OIKOS Software, or any part thereof, including technical data, by the Government is restricted in accordance with Federal Acquisition Regulation ("FAR") 12.212 for civilian agencies and Defense Federal Acquisition Regulation Supplement ("DFARS") 227.7202 for military agencies. The manufacturer is: OIKOS Software, Inc., Manchester, NH 03101.

9. Miscellaneous

9.1 Neither party may assign this Agreement, or its rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, however, either party may assign all of its rights and obligations hereunder to a successor party in the event that such party merges or sells its relevant assets to such successor party, or engages in a similar type transaction, and provided that such successor party agrees to be bound by all of the terms and conditions of this Agreement.

9.2 Each party shall comply with all applicable laws and regulations of governmental bodies or agencies in its performance under this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of New Hampshire without regard to its conflict of law provisions and excluding application of the United Nations Convention for the International Sale of Goods. Nothing herein shall preclude either party from applying for emergency or interim relief, in any court of competent jurisdiction in New Hampshire, to prevent irreparable harm to such party, or to preserve the status quo pending arbitration.

9.3 Neither party shall, by lapse of time or inaction, be deemed to waive any breach by the other party of this Agreement. A waiver of any breach or default by either party shall not constitute a waiver of any other breach or default of this Agreement. The waiver by either party of a particular breach of this Agreement shall not be a continuing waiver of such breach. No waiver shall be effective unless in writing and signed by the party against whom such waiver is sought. Neither party shall be in default if failure to perform any obligation hereunder is caused by conditions beyond that party's control, including acts of God, civil commotion, strikes, labor disputes, and governmental demands or requirements.

9.4 If any provision of this Agreement shall be held unenforceable or illegal, the validity of the remaining portions or provisions hereof shall not be affected thereby. The parties agree that this Agreement is the complete and exclusive statement of their agreement and supersedes all proposals (oral or written), understandings, representations, conditions, warranties, covenants and all other communications between the parties relating thereto. The Parties may amend this Agreement only by a written instrument that refers to this Agreement and is duly signed by both parties.

OIKOS SOFTWARE, INC.

By:_____

Name:_____

Title:_____

Date:_____

Company:

By:_____

Name:_____

Title:_____

Date:_____