

## BETA AGREEMENT

IMPORTANT: THE PRODUCT (AS DEFINED BELOW) IS STILL UNDER DEVELOPMENT AND TESTING. BROADRIDGE HAS NOT MADE THE PRODUCT GENERALLY AVAILABLE FOR PURCHASE BY ITS CUSTOMERS.

IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY (“**CUSTOMER**”) AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MAY NOT ACCEPT THIS AGREEMENT AND CUSTOMER MAY NOT USE THE PRODUCT.

THIS BETA AGREEMENT (THIS “**AGREEMENT**”) IS BETWEEN CUSTOMER AND BROADRIDGE INVESTOR COMMUNICATION SOLUTIONS, INC. (“**BROADRIDGE**”).

BY USING THE PRODUCT AFTER NOTICE OF THIS AGREEMENT OR BY CLICKING OR CHECKING A BOX INDICATING YOUR ACCEPTANCE OF OR ASSENT TO THE TERMS OF THIS AGREEMENT (THE FIRST DATE ON WHICH ANY SUCH ACTION OCCURS, THE “**EFFECTIVE DATE**”), CUSTOMER AGREES TO ALL OF THE TERMS OF THIS AGREEMENT.

1. **Definitions.** Capitalized terms in this Agreement have the meanings given to such terms in this Section 1 or in the Section of the Agreement in which the terms first appear.
  1. “**Beta Plan**” means Customer’s testing and evaluation of the Product in a non- for its internal purposes only.
  2. “**Beta Test Period**” means the period of time beginning on the Effective Date and ending 60 days thereafter.
  3. “**Feedback**” means suggestions, comments, improvements, ideas or other feedback provided by Customer or its employees or agents to Broadridge related to the Product.
  4. “**Product**” means the applicable product licensed or made available to Customer by Broadridge, or any applicable documentation provided to Customer by Broadridge, and all derivative works thereof and modifications thereto.
2. **Beta Plan.** Customer desires to test and evaluate the Product in accordance with the Beta Plan on a free of charge basis for the Beta Test Period, and Broadridge hereby grants Customer the right to do the same subject to the terms and conditions herein. Customer acknowledges that the Product is still under development and testing and that Broadridge has not made the Product generally available as a formal Broadridge product or service.
3. **License Grant; License Conditions.** Subject to the terms and conditions of this Agreement, Broadridge hereby grants Customer a non-exclusive, non-transferable, non-sublicensable license during the Beta Test Period to use the Product solely in accordance with the Beta Plan and this Agreement. As a condition to the foregoing license, Customer must not: (a) use the Product to process Customer’s client data; (b) sell, distribute, rent, lease, sublicense, display, modify, time share, outsource or otherwise provide the Product to any third party or use it in a service

bureau, outsourcing environment, or for the processing of third party data; (c) modify, copy or create derivative works based on the Product; (d) create Internet “links” to or reproduce any content forming part of the Product; (e) disassemble, reverse engineer, or decompile the Product or any part thereof, or access it in order to copy any ideas, features, content, functions or graphics of the Product; (f) interfere with or disrupt the integrity or performance of the Product; (g) use the Product in violation of any applicable law or regulation or any right of any third party; (h) attempt to gain unauthorized access to the Product or its related software, systems, platforms or networks; (i) use any components provided with the Product separately from Product; (j) access the Product for benchmarking or competitive purposes; (k) modify, delete or remove any ownership, title, trademark, patent or copyright notices from the Product; or (l) use the Product for any purpose other than as specifically provided in this Agreement.

4. **Termination; Effect of Termination.** Either party may terminate this Agreement at any time for any or no reason upon written notice to the other party. Upon expiration of the Beta Test Period or any earlier termination of this Agreement: (a) Customer’s license hereunder will automatically expire; (b) Customer must cease all use of the Product (c) the Product’s features or capabilities may become restricted or removed. Nothing herein obligates either party to enter into any further agreement with the other party. Sections 5, 6, and 8-18 survive any expiration or termination of this Agreement. If a generally available product (“**GA Product**”) is announced that replaces the Product and Customer desires to acquire a license to access and use that GA Product, then Customer must acquire access to that GA Product under the then-current subscription service terms with Broadridge or its appropriate affiliate.
5. **Feedback.** All Feedback is provided at the sole discretion of Customer. Customer hereby assigns to Broadridge all right, title and interest in the Feedback, including all intellectual property rights therein. If requested by Broadridge, Customer agrees to execute such further instruments as Broadridge may reasonably request confirming Broadridge’s ownership interest in such Feedback. Feedback is not Confidential Information of Customer.
6. **Ownership.** Broadridge and its affiliates or licensors own and retain all right, title and interest to the Product, including all related intellectual property and proprietary rights therein. Broadridge owns and retains all right, title and interest in all software, documentation, questionnaires, methodologies, algorithms, logic, models, charts, reports and any other items used to deliver the Product or made available to Customer as a result of the Product (“**Product Accessories**”) and access to and use of the relevant Product Accessories is governed by the terms of this Agreement, including the conditions in Section 3 above. Broadridge reserves any rights not expressly granted to Customer in this Agreement.
7. **Support.** Broadridge may, in its sole discretion, provide Customer with certain support and consultation services with respect to the Product free of charge to assist in the evaluation and testing activities under this Agreement; provided, however, that Broadridge is not obligated to correct any bugs, defects, or errors in the Product or otherwise support or maintain the Product. Broadridge may discontinue any support or consulting services at any time.
8. **Confidential Information.** In the course of their relationship, the parties may disclose to each other information identified at the time of disclosure as confidential (“**Confidential Information**”), which may include information concerning their respective businesses and

technology. The Product (including the performance characteristics of the Product) and all Product Accessories are the Confidential Information of Broadridge. All Confidential Information will remain the property of the disclosing party, and the receiving party will have no interest in or rights to such Confidential Information except as necessary to accomplish the purposes of this Agreement. Except as authorized herein, each party agrees to maintain all Confidential Information of the other party in confidence, to not use or disclose any Confidential Information of the other party except as expressly permitted by this Agreement, to restrict access to the other party's Confidential Information to its employees and contractors who have a need to have access to the Confidential Information and who are bound by confidentiality obligations at least as restrictive as those set forth in this Agreement, and to take all reasonable precautions to prevent any unauthorized disclosure of such information. The foregoing restrictions on use and disclosure of Confidential Information do not apply to information that: (a) is in the possession of the receiving party at the time of its disclosure and is not otherwise subject to obligations of confidentiality; (b) is or becomes publicly known through no wrongful act or omission of the receiving party or (c) is received, without restriction, from a third party free to disclose it without obligation to the disclosing party; or (d) information which is aggregated and/or statistical data received or created in the course of providing or receiving the Product.

9. **No Warranty.** CUSTOMER ACKNOWLEDGES THE PRODUCT IS EXPERIMENTAL IN NATURE AND IS PROVIDED "AS IS," WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. THE PRODUCT IS NOT INTENDED FOR ANY PRODUCTION USE OF ANY KIND. CUSTOMER AGREES THAT BROADRIDGE AND ITS AFFILIATES AND LICENSORS HAVE NO LIABILITY OF ANY NATURE AS A RESULT OF ANY USE OF THE PRODUCT DURING THIS BETA PERIOD.
10. **Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL BROADRIDGE BE LIABLE FOR ANY LOSS OF USE, LOST DATA, FAILURE OF SECURITY MECHANISMS, INTERRUPTION OF BUSINESS, OR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, BROADRIDGE'S ENTIRE LIABILITY TO CUSTOMER UNDER THIS AGREEMENT WILL NOT EXCEED US\$5. CUSTOMER ACKNOWLEDGES THE ALLOCATION OF RISK SET FORTH IN THIS SECTION, AND ACKNOWLEDGES THAT BROADRIDGE WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY.
11. **Acknowledgements.** Broadridge does not guarantee that it will make a commercial release of a version of the Product available. Customer acknowledges and agrees that the Product is a pre-release version, does not represent a final product from Broadridge, and may contain bugs, errors, or other problems that could cause Product failures and other damages. CUSTOMER'S USE OF THE PRODUCT IS ENTIRELY AT ITS OWN RISK.
12. **Government End-Users.** The Product is commercial computer software. If the user or licensee of the Product is an agency, department, or other entity of the United States government, the use,

duplication, reproduction, release, modification, disclosure, or transfer of the Product, or any related documentation of any kind, including technical data and manuals, is restricted by a license agreement or by the terms of this Agreement in accordance with Federal Acquisition Regulation 12.212 for civilian purposes and Defense Federal Acquisition Regulation Supplement 227.7202 for military purposes. The Product is a “commercial item” consisting of “commercial computer software” and “commercial computer software documentation” and was developed fully at private expense. All other use is prohibited.

13. **Exports.** Customer will not export, directly or indirectly, any technical data acquired from Broadridge pursuant to this Agreement or any product utilizing any such data to any country for which the U.S. government or any agency thereof at the time of export requires an export license or other governmental approval without first obtaining such license or approval. Customer indemnifies and holds Broadridge and its licensors harmless from any actions, claims, losses, or damages arising from breach of this Section.
14. **Remedies.** The parties acknowledge that money damages are not an adequate remedy for any breach or threatened breach of one or more of a party’s obligations set forth in Sections 3 or 8. The parties therefore agree that in addition to any other remedies available at law or under this Agreement, Broadridge or Customer will be entitled, without further proof of irreparable harm other than this acknowledgement, to equitable relief, including injunctions, against the other party for any breach of the foregoing obligations, all without proof of money damages and without the posting of bond.
15. **Severability.** If any provision of this Agreement is unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.
16. **Governing Law; Venue.** This Agreement is governed by the laws of the State of New York without regard to its conflict of laws provisions. Customer agrees to personal jurisdiction by and exclusive venue in the state and federal courts sitting in the State of New York, with regard to any and all claims arising out of or relating to the Product or this Agreement.
17. **Miscellaneous.** If any provision of this Agreement is held unenforceable, that provision will be enforced to the extent permissible by law and the remaining provisions will remain in full force. By providing Customer’s email address to Broadridge or a reseller, Customer agree to receive all required notices from Broadridge electronically to that email address. Such notices are effective upon being sent to the email address or being published via in-product messaging. It is Customer’s responsibility to change or update Customer’s email address. Customer may not assign this Agreement without the prior written consent of Broadridge This Agreement sets forth the entire understanding and agreement between Broadridge and Customer with regard to the subject matter herein and supersedes any prior oral or written agreements or understandings between Customer and Broadridge with regard to the subject matter herein. This Agreement may only be modified or amended with Broadridge’s express written consent.