

FREE TRIAL ADDENDUM TO VENDOR AGREEMENT

THIS ADDENDUM (“Addendum”) amends the Vendor Agreement between Vendor and FINRA (the “Agreement”). Unless otherwise defined herein, all capitalized terms shall have the meanings ascribed to them in the Agreement.

The parties agree to the following terms that shall be additive to those found elsewhere in the Agreement:

1. **TRIAL.** This Addendum applies to the use of the System, Information and Data provided by FINRA to Vendor for inclusion in a cost free trial of Vendor’s services provided to a prospective Subscriber for the Trial Period, as defined below.

2. **TRIAL PERIOD.** “Trial Period” means the thirty (30) day period after the date Client accesses the Systems, Information and Data, which shall not occur unless the prospective Client has entered into an agreement between Vendor and the prospective Client (“Trial Agreement”) that complies with the applicable conditions in the Agreement and this Addendum. After the Trial Period, prospective Client will not be eligible for any extensions or additional trials for a period of twelve (12) months following the expiration of the initial and any additional Trial Periods. At the end of the Trial Period, unless prospective Client enters into the Subscriber Agreement and pays FINRA's then-applicable fees, Vendor must halt access to and usage of the System, Information and Data and retrieve or destroy the Information and Data in prospective Client’s possession.

3. **AUTHORIZED USE.** For the Trial Period, FINRA grants Vendor the right to provide a prospective Client with Authorized Use of the System, Information and Data as set forth in the Subscriber Agreement, provided, however that the Authorized Use shall be limited to [the Professional Real Time Data Display format and shall be further restricted as described herein.

4. **FREE TRIAL RESTRICTIONS.** Vendor represents and warrants, and FINRA only grants the rights in this Addendum to Vendor to the extent that Vendor is providing a free trial of Vendor’s Service to the prospective Client. The restrictions set forth in the Trial Agreement must limit Client’s use of the System, Information and Data to internal use for evaluation of Vendor’s Service during the Trial Period. The Trial Agreement must limit the use of the Systems, Information and Data to not more than four professionals associated with, employed by or otherwise affiliated with the Client.

5. **DISCLAIMER OF WARRANTY; LIMITATION OF LIABILITY.** THE SYSTEM ALONG WITH ALL INFORMATION AND DATA PROVIDED UNDER THIS ADDENDUM IS PROVIDED “AS IS”, WITHOUT WARRANTY OF ANY KIND. FINRA MAKES NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY RELATING TO THE SYSTEM, INFORMATION AND DATA. FINRA SPECIFICALLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL WARRANTIES OF TITLE AND NON-INFRINGEMENT. FOR THE SYSTEMS,

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INFORMATION AND DATA PROVIDED UNDER THIS ADDENDUM, FINRA SHALL NOT BE LIABLE TO VENDOR OR TO ANY OTHER INDIVIDUAL OR ENTITY CLAIMING THROUGH VENDOR FOR DIRECT, INDIRECT, SPECIAL, PUNITIVE, CONSEQUENTIAL, OR INCIDENTAL LOSS OR DAMAGE (INCLUDING TRADING LOSSES, LOSS OF OPPORTUNITY, LOSS OF ANTICIPATED REVENUES, LOSS OF ANTICIPATED PROFITS, LOSS BY REASON OF SHUTDOWN IN OPERATION OR INCREASED EXPENSES OF OPERATION, OR OTHER LOSS OR DAMAGE) OF ANY NATURE ARISING FROM ANY CAUSE WHATSOEVER, EVEN IF FINRA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES.

6. **NO INDEMNITY.**, FINRA will not be liable to Vendor under any claim, suit or action, under any theory of or related to indemnity arising from the rights granted under this Addendum.

7. **TERMINATION.** FINRA in its sole discretion may terminate this Addendum at any time with notice to Vendor. Termination shall be effective thirty (30) days upon Vendor’s receipt of notice from FINRA.

8. **GENERAL.** Except as set forth above, the Agreement shall continue in full force and effect. In the event of a conflict between the terms found elsewhere in the Agreement and this Addendum, this Addendum shall control.

The Parties have caused this Addendum to be executed by their respective duly authorized officers.

Financial Industry Regulatory Authority, Inc.

Vendor

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____