

Last Revised: October 16, 2016

ONLINE SERVICES AGREEMENT

This Online Services Agreement (this “**Agreement**”) is a legal agreement between Main Street Exchange Corporation (“**Company**”) and the organization agreeing to this Agreement (“**Customer**”). This Agreement governs Customer’s access to and use of Company’s proprietary product known as Main Street Exchange. By clicking “I Agree” or by accessing the Services, you agree to this Agreement as a Customer.

If you are agreeing to this Agreement for use of the Services by an organization, you are agreeing on behalf of that organization. You must have the authority to bind that organization to this Agreement, otherwise you must not sign up for the Services.

If your organization has signed a separate Services Agreement with Company for the provision of Services, the terms of that Services Agreement may be different from the terms described in this Agreement. Please contact your organization’s administrator for details regarding the different or additional terms to which you may be subject.

1. DEFINITIONS.

1.1 “**Services**” means the provision of access over the Internet to Main Street Exchange and the specific features of Main Street Exchange ordered by Customer pursuant to an Order.

1.2 “**Closing**” means the completion of an investment in a Listing pursuant to an Offering.

1.3 “**Customer Account**” means Customer’s account on Main Street Exchange through which Internal Users may access Customer’s Listings and Offerings.

1.4 “**Customer Data**” means the data and content provided by Customer in the course of Customer’s access to, and use of, the Services.

1.5 “**Documentation**” means the specifications and functional requirements published by Company for the Services and provided to Customer in either electronic, online help files or hard copy format, but specifically excluding any marketing, promotional, and similar materials.

1.6 “**End User**” means any Internal User or any Investors.

1.7 “**Intellectual Property Rights**” means any and all worldwide intellectual property rights, including copyrights, trademarks, service marks, trade secrets, know how, inventions, patents, patent applications, moral rights and other proprietary rights, whether registered or unregistered.

1.8 “**Internal Users**” means Customer’s officers, employees, directors, independent contractors and other individuals who are authorized by Customer to access and use the Services on Customer’s behalf.

1.9 “**Investors**” means those persons and entities that are current or prospective investors in a Listing, whether by ownership of equity, convertible debt, or otherwise, and are authorized by Customer to access and use the Services in connection with such current or perspective investment.

1.10 “**Listing**” means each entity listed by Customer on Main Street Exchange.

1.11 “**Offering**” means each fundraising opportunity for a Listing established through the Services.

1.12 “**Order**” means a request for certain Services submitted by Customer through the order form provided on Main Street Exchange.

1.13 “Main Street Exchange” means Company’s proprietary online platform through which Company provides the Services.

2. SERVICE.

2.1 Delivery of the Service. Subject to the terms and conditions of this Agreement, Company shall deliver the Services to Customer pursuant to this Agreement during the applicable Service Term (defined below). The Services are made available through the Internet. Customer is solely responsible for acquiring, installing and maintaining all connectivity equipment, Internet and network connections, hardware, software and other equipment necessary to access Main Street Exchange and use the Services.

2.2 Access and End Users. Each End User will access Main Street Exchange and use the Services using a unique user identification name and password (“**User ID**”). Customer shall be responsible for ensuring the security and confidentiality of User IDs for all End Users. User IDs may not be shared with any person other than the specific End User to whom the User ID is assigned. Customer will use commercially reasonable efforts to prevent unauthorized access to, or use of, the Service, and notify Company promptly of any such unauthorized use. Customer is solely responsible for activity taken in connection with the Customer Account or any Listing or Offering included therein, whether or not such activity is authorized by Customer. Prior to accessing or using Main Street Exchange or Services, each End User may be required to: (a) register with Company and provide information required by Company in order to provide the Services, (b) create a profile on Main Street Exchange, and (c) agree to abide by Company’s standard End User Terms of Use and Code of Conduct.

2.3 Support. Company may, in its sole discretion, provide Customer with certain support and consultation concerning the Services free of charge to assist in the evaluation activities of Customer under this Agreement. If Customer wishes to obtain additional support or consulting services concerning the Services, such services may be provided in Company’s discretion on a time and materials basis at Company’s then-current rates, or as otherwise agreed by the parties.

3. PROPRIETARY RIGHTS AND RESTRICTIONS ON USE. Main Street Exchange, the Services (including any updates or enhancements thereto), the look and feel and layout of any reports or deliverables generated in connection with the Service, and all worldwide Intellectual Property Rights therein, are the exclusive property of Company and its licensors. All rights in and to Main Street Exchange and the Services not expressly granted to Customer in this Agreement are reserved by Company. Except as expressly permitted in this Agreement or as otherwise authorized by Company in writing, Customer will not, and will not permit any End User to (a) modify, adapt, alter, translate, or create derivative works from Main Street Exchange or the Services; (b) sublicense, lease, rent, loan, sell, distribute, make available or otherwise transfer the Services or access to Main Street Exchange to any third party, (c) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code for the Services or Main Street Exchange in order to (i) build a competitive product or service, (ii) build a product using similar ideas, features, functions or graphics of the Service, or (iii) copy any ideas, features, functions or graphics of the Service; (d) interfere in any manner with the operation of the Services or Main Street Exchange; (e) remove, alter, or obscure any proprietary notices (including copyright notices) of Company or its licensors displayed in connection with the Services; or (f) otherwise use the Services or Main Street Exchange except as expressly allowed under this Agreement.

4. CUSTOMER DATA. Customer acknowledges and agrees that Company requires access to certain data and content from Customer in order to provide the Services (“**Customer Data**”). Customer hereby grants to Company a non-exclusive, non-transferable right and license to use the Customer Data: (a) for the limited purpose of performing Company’s obligations hereunder for the benefit of Customer, and (b) on a confidential basis in order to test, evaluate, improve, and commercialize the Services (or any successor products or services). Subject to the rights granted in this Agreement, as between the parties, Customer retains all right, title and interest in and to the Customer Data, and Company acknowledges that it neither owns nor acquires any additional rights in or to the Customer Data not expressly granted by this Agreement. Notwithstanding the

foregoing, Customer acknowledges and agrees that Company may aggregate and anonymize data made available to Company in connection with the Services (“**Metric Data**”) and may use such Metric Data for its own lawful purposes including, in order to improve the Services and Company’s other products and services, and to better understand and predict market trends.

5. ORDERS, FEES AND PAYMENT.

5.1 Orders. Customer shall order Services by issuing an Order through Main Street Exchange and providing all information requested by Company to provide the requested Services. Each Order for Services is subject to acceptance by Company. Terms, provisions or conditions on any purchase order, acknowledgement, or other business form or writing that Customer may use in connection with its order of the Services will have no effect on the rights, duties or obligations of the parties hereunder, regardless of any failure of Company to object to such terms, provisions or conditions.

5.2 Fees and Payment Terms. Some Services are provided for a fee (“**Fee**”). The Fees for the Services are posted on Main Street Exchange and are subject to change without notice. Customer will pay, and authorizes Company to charge Customer using Customer’s selected payment method, for all applicable Fees. Customer shall provide Company with accurate and complete billing information including legal name, address, telephone number, and credit card or debit card billing information if applicable. If such information is false or fraudulent, Company reserves the right to terminate Customer’s use of the Services, in addition to seeking any other remedies available to Company. Company is not responsible for any charges or expenses (e.g., for overdrawn accounts, exceeding credit card limits, etc.) resulting from charges billed by Company. Each charge will be considered valid unless disputed by Customer in writing within thirty (30) days after the billing date. No adjustments will be made for disputed charges made more than thirty (30) days after the billing date. All payments must be made in U.S. dollars. Outstanding balances shall accrue interest at a rate equal to the lesser of one and one half percent (1.5%) per month and the maximum rate permitted by applicable law, from due date until paid, plus Company’s reasonable costs of collection. All Fees due hereunder are exclusive of, and Customer shall pay, all sales, use and other taxes, export and import fees, customs duties and similar charges applicable to the transactions contemplated by this Agreement, except for taxes based upon Company’s net income. Except as specified otherwise in this Agreement, all Fees paid hereunder are non-refundable.

5.3 Auto Renewals. IF FEES ARE CHARGED ON A RECURRING BASIS OR CUSTOMER’S SERVICES ARE SET TO AUTO RENEWAL, COMPANY MAY AUTOMATICALLY CHARGE FEES FOR THE RENEWAL, UNLESS CUSTOMER NOTIFIES COMPANY THAT CUSTOMER WANTS TO CANCEL OR DISABLE THE SERVICE OR THE AUTO RENEWAL.

5.4 Fees for Offerings. Unless otherwise provided in an Order, Fees for Offerings are due and payable in advance. An Order may provide for Fees for Offerings to be deferred until the occurrence of certain events (each a “**Deferred Fee Offering**”). If there have been no Closings of a Deferred Fee Offering within the period specified in the Order, then upon mutual agreement of the parties and in lieu of payment of the applicable Fees for the Deferred Fee Offering, Company or its affiliate may accept equity in the applicable Listing at its then-current valuation, which valuation shall be reasonably agreed by Company and Customer, in an amount equal to the Fees outstanding in connection with the Deferred Fee Offering.

5.5 Purchase Orders. If Customer requires the use of a purchase order or purchase order number, Customer (a) must provide the purchase order number at the time of purchase and (b) agrees that any terms and conditions on a Customer purchase order will not apply to this Agreement and are null and void.

6. DISCLAIMERS.

6.1 Warranty Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE SERVICES ARE PROVIDED WITHOUT WARRANTY OF ANY KIND. COMPANY HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY REGARDING THE SERVICE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. CUSTOMER IS RESPONSIBLE FOR MAINTAINING AND BACKING UP ANY STORED DATA.

6.2 Disclaimer of Legal and Financial Advice. THE COMPANY, AND ITS PERSONNEL, ARE NOT ACTING AS LAWYERS OR FINANCIAL PROFESSIONALS IN PROVIDING THE SERVICES, AND THE SERVICES SHOULD NOT BE TREATED AS A SUBSTITUTE OR REPLACEMENT FOR LAWYERS OR FINANCIAL PROFESSIONALS. THE COMPANY CANNOT AND DOES NOT PROVIDE ANY KIND OF ADVICE, EXPLANATION, OPINION, OR RECOMMENDATION ABOUT POSSIBLE LEGAL RIGHTS, REMEDIES OR STRATEGIES, NOR DOES THE COMPANY PROVIDE ANY ADVICE, EXPLANATION, OPINION, OR RECOMMENDATION REGARDING FINANCIAL OR TAX PLANNING OR STRATEGIES. COMMUNICATIONS BETWEEN THE PARTIES ARE NOT PROTECTED BY ATTORNEY-CLIENT PRIVILEGE.

7. LIMITATION OF LIABILITY. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL, OR INCIDENTAL DAMAGES, INCLUDING ANY LOST DATA AND LOST PROFITS, ARISING FROM OR RELATING TO THIS AGREEMENT EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. COMPANY'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED THE LESSER OF THE FEES ACTUALLY PAID BY CUSTOMER TO COMPANY FOR SERVICES OR \$1,000.

8. CONFIDENTIALITY.

8.1 Definition. "Confidential Information" means the terms and conditions of this Agreement and all information related to a party's business, financial affairs or operations, including but not limited to information related to business plans, technology, source code, product or service development plans, pricing, techniques and methods, which is either marked or identified as confidential or which the receiving party knew or reasonably should have known, under the circumstances, was confidential.

8.2 Protection. The party receiving Confidential Information ("Receiving Party") from the other party ("Disclosing Party") will not use any Confidential Information of the Disclosing Party for any purpose not expressly permitted by this Agreement, and will disclose the Confidential Information of the Disclosing Party only to the employees or contractors of the Receiving Party who have a need to know such Confidential Information for purposes of this Agreement and who are under a duty of confidentiality no less restrictive than the Receiving Party's duty hereunder. The Receiving Party will protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner as the Receiving Party protects its own confidential or proprietary information of a similar nature and with no less than reasonable care.

8.3 Exceptions. The Receiving Party's obligations under Section 9.1 above with respect to any Confidential Information of the Disclosing Party will terminate if and when the Receiving Party can document that such information: (a) was already lawfully known to the Receiving Party at the time of disclosure by the Disclosing Party; (b) is disclosed to the Receiving Party by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of the Receiving Party has become, generally available to the public; or (d) is independently developed by the Receiving Party without access to, or use of, the Disclosing Party's Confidential Information. In addition, the Receiving Party may disclose Confidential Information of the Disclosing Party to the extent that such disclosure is: (i) approved in writing by the Disclosing Party, (ii) necessary for the Receiving Party to enforce its rights under this Agreement in connection with a legal proceeding; or (iii) required by law or by the order of a court or similar judicial or

administrative body, provided that the Receiving Party notifies the Disclosing Party of such required disclosure in writing prior to making such disclosure and cooperates with the Disclosing Party, at the Disclosing Party's reasonable request and expense, in any lawful action to contest or limit the scope of such required disclosure.

8.4 Return of Information. Except as otherwise expressly provided in this Agreement, the Receiving Party will return to the Disclosing Party or destroy all Confidential Information of the Disclosing Party in the Receiving Party's possession or control and permanently erase all electronic copies of such Confidential Information promptly upon the written request of the Disclosing Party or upon the expiration or termination of this Agreement, other than any such information that Company is required by law to retain. Upon the request of the Disclosing Party, the Receiving Party will certify in a writing signed by an officer of the Receiving Party that it has fully complied with its obligations under this Section 8.4.

8.5 Publicity and Public Evaluation. Customer shall not, without Company's prior written consent, publish or disclose to any third party an evaluation of the Service. Company may, without Customer's prior consent, display Customer's name and/or logo on any list of its customers.

8.6 Injunctive Relief. Each party acknowledges that a breach or threatened breach of this Section 9 would cause irreparable harm to the non-breaching party, the extent of which would be difficult to ascertain. Accordingly, each party agrees that, in addition to any other remedies to which a party may be legally entitled, the non-breaching party shall have the right to seek immediate injunctive or other equitable relief in the event of a breach of this Section 9 by the other party or any of its employees or agents.

9. TERM AND TERMINATION.

9.1 Term. The term of this Agreement shall commence on the Effective Date and shall continue for as long as continues to provide Customer with the Services hereunder ("**Term**"). The specific term during which Company will provide each Service is the ("**Service Term**").

9.2 Termination. Either party may terminate this Agreement if the other party breaches any material provision of this Agreement and does not cure such breach within fifteen (15) days after receiving written notice thereof.

9.3 Effects of Termination. Upon termination or expiration of this Agreement for any reason, any amounts owed to Company under this Agreement before such termination or expiration will be immediately due and payable, all rights granted by Company to Customer in this Agreement will immediately cease to exist and Customer must discontinue all use of the Services and return to Company or destroy all copies of Company Confidential Information in Customer's possession or control. Sections 1, 3, 4, 5, 6, 7, 8, 9.3, 10, and 11 together with any accrued payment obligations, will survive expiration or termination of this Agreement for any reason.

10. INDEMNIFICATION.

10.1 By Customer. Customer will indemnify, defend, and hold harmless Company from and against all liabilities, damages, and costs (including settlement costs and reasonable attorneys' fees) arising out of any claim by a third party against Company and its affiliates regarding: (a) Customer Data; (b) Customer's use of the Services in violation of this Agreement; or (c) End Users' use of the Services in violation of this Agreement.

10.2 By Company. Company will indemnify, defend, and hold harmless Customer from and against all liabilities, damages, and costs (including settlement costs and reasonable attorneys' fees) arising out of any claim by a third party against Customer to the extent based on an allegation that Company's technology used to provide the Services to the Customer infringes or misappropriates any copyright, trade secret, U.S. patent, or trademark right of the third party. In no event will Company have any obligations or liability under this section arising from: (a) use of any Services in a modified form or in combination with materials not furnished by Company or (b) any content, information, or data provided by Customer, End Users, or other third parties.

10.3 Possible Infringement. If Company believes the Services infringe or may be alleged to infringe a third party's intellectual property rights, then Company may: (a) obtain the right for Customer, at Company's expense, to continue using the Services; (b) provide a non-infringing functionally equivalent replacement; or (c)

modify the Services so that they no longer infringe. If Company does not believe the options described in this section are commercially reasonable then Company may suspend or terminate Customer's use of the affected Services (with a pro-rata refund of prepaid fees for the Services).

10.4 Indemnification Procedures. The party seeking indemnification will promptly notify the other party of the claim and cooperate with the other party in defending the claim. The indemnifying party will have full control and authority over the defense, except that: (a) any settlement requiring the party seeking indemnification to admit liability requires prior written consent, not to be unreasonably withheld or delayed and (b) the other party may join in the defense with its own counsel at its own expense. THE INDEMNITIES ABOVE ARE COMPANY AND CUSTOMER'S ONLY REMEDY UNDER THIS AGREEMENT FOR VIOLATION BY THE OTHER PARTY OF A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS.

11. GENERAL.

11.1 Modification. Company may modify this Agreement at any time. Modifications become effective immediately upon Customer's first access to or use of the Services after the "Last Revised" date at the top of this Agreement. Customer's continued access to or use of the Services after the modifications have become effective will be deemed Customer's conclusive acceptance of the modified Agreement.

11.2 Non-Exclusive. This Agreement shall not be construed to limit or prohibit Company in any manner or fashion in providing products and/or services of any type of nature including those identical to the Services to any other customer in its sole discretion.

11.3 Assignment. Neither party may assign or transfer, by operation of law or otherwise, any of its rights under this Agreement (including the license rights granted to Customer to access the Service) to any third party without the other party's prior written consent, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, Company may assign its rights and obligations under this Agreement to a parent, affiliate, or subsidiary, or to a successor, whether by way of merger, sale of all or substantially all of its assets or otherwise. Any attempted assignment of this Agreement not in accordance with this subsection shall be null and void.

11.4 Relationship of Parties. The relationship of the parties established under this Agreement is that of independent contractors and neither party is a partner, employee, agent or joint venture partner of or with the other, and neither party has the right or authority to assume or create any obligation on behalf of the other party.

11.5 Force Majeure. Except for any payment obligations, neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder for any cause which is beyond the reasonable control of such party.

11.6 Notices. All notices, consents, and approvals under this Agreement must be delivered in writing by courier or internationally recognized overnight delivery service, or by certified or registered mail (postage prepaid and return receipt requested) and are deemed given when received. Notices to Customer may also be sent to the applicable account email address and will be deemed given when sent. Notices to Company must be sent to 1525 Spruce Street, Suite 202, Boulder CO 80302, with a copy to the Legal Department.

11.7 Governing Law and Venue. This Agreement will be governed by and interpreted in accordance with the laws of Colorado, without reference to its choice of laws rules. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

11.8 Arbitration. The parties shall resolve any action brought by any party under or in relation to this Agreement, including to interpret or enforce any provision of this Agreement, by final and binding arbitration under the then-existing arbitration rules and procedures of JAMS (the "**Administrator**") regarding commercial or business disputes; however, any party may seek a temporary or permanent injunction in connection with this Agreement in any court having competent jurisdiction. There will be one arbitrator, to be appointed by the Administrator, in any such action unless the amount in dispute exceeds the equivalent of U.S. \$1,000,000, in which event there will be three arbitrators. When three arbitrators are involved, (a) each party shall appoint one arbitrator from a list provided by the Administrator, (b) those two arbitrators are to appoint the

third within thirty days, and (c) the third arbitrator will be the Chairman. The arbitration hearing will be held in Denver, Colorado and will be conducted in English. Any arbitration will be limited to the dispute between Company and Customer. Unless otherwise agreed by the parties in writing, an arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of any class or representative proceeding. Regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to Services or this Agreement must be brought, if at all, within one year from the accrual of the claim or cause of action or be forever barred.

11.9 Waivers. All waivers must be in writing. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

11.10 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.

11.11 Entire Agreement. This Agreement (including all exhibits and attachments) constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior or contemporaneous agreements, understandings, and communication, whether written or oral regarding such subject matter.