MASTER TECHNOLOGY LICENSE AGREEMENT

THIS MASTER TECHNOLOGY LICENSE AGREEMENT (this "**Agreement**") is made and entered into this day of _____ (the "**Effective Date**"), by and between Mosaic Automation, Inc., a Florida corporation, and owner of SOVRUN.IO, with offices at 1962 Main Street, Suite 300, Sarasota, FL 34236 ("**Licensor**") and

("**Licensee**"):

Name(s) _____

Address1_____

Address2_____

City _____State_____ Zip_____ Country_____

Each of Licensor and Licensee is referred to herein as a "**Party**," and collectively as the "**Parties**."

WHEREAS, Licensee desires to license from Licensor, the Platform (see definition 1.1), one or more Programs (see definition 1.2), including any improvements, upgrades and modifications which Licensor may implement from time to time (such systematic trade signal-generating algorithms, the "**Licensed Technology**"); and

WHEREAS, Licensor owns all right, title and interest in the Licensed Technology, and is willing and able to grant license rights to Licensee in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. **DEFINITIONS**

As used herein, the following terms shall have the respective meanings set forth below. Other capitalized terms used in this Agreement are defined where they are used and have the meanings so indicated.

1.1.   "**Platform**" means the proprietary platform designed and built by Mosaic Automation that permits licensee to manipulate program and risk parameters, allocation groups, and portfolio and analysis tools. In addition, the platform executes trades automatically, monitors positions and risk, reports trade, symbol, allocation and portfolio return, displays graphics and charts of various trading instruments and statistical measures.

1.2.   **"Programs"** systematic trade signal-generating algorithms produced by and proprietary to Licensor.

1.3.   "**Affiliate**" means, with respect to either Party, any entity that Controls, is Controlled by, or is under common Control with such Party.

1.4.   "**Agreement**" means this Master Technology License Agreement, collectively with all attached Schedules and any subsequent amendments, restatements or supplements hereto.

1.5.   "**Claims**" means any third-party assertions, demands, claims, actions, suits, liabilities, judgments, losses, damages, penalties, and expenses, including court costs and reasonable attorney's fees.

1.6.   "**Confidential Information**" has the meaning set forth in Section 6.

1.7.   "**Control**" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of that entity, whether through the ownership of fifty percent (50%) or more of the voting securities or other ownership interest, by contract, or otherwise.

1.8.   "**Documentation**" means any and all textual and graphic material relating to the Licensed Technology and/or the Subject Systems in print or electronic form, including code, data, factual statements, graphs, flow charts or diagrams, and any other materials in any form describing the calculation, performance, functionality, operation and use of the Licensed Technology and/or Subject Systems customarily provided by Licensor to users of both or either, and if applicable, all modifications thereto.

1.9.   "**Force Majeure Event**" means any fire, earthquake, explosion, flood, natural disaster, war, riot, civil disorder, terrorism, or act of civil or military authorities, or similar cause, in each case which is beyond a Party's reasonable control. Force Majeure Events do not include occurrences where the non-performing Party is at fault for causing the delay, or where the delay could have been prevented by reasonable precautions or could have been circumvented by the non-performing Party through the use of alternate sources, work-around plans, or other reasonable means.

1.10.   "**Intellectual Property Rights**" means (i) all United States and foreign patents, patent applications, and certificates of invention, and all continuations, continuations in part, extensions, renewals, divisions, re-issues and re-examinations relating thereto; (ii) all moral rights and copyrights in any work of authorship or other work recognized by Law, including all copyright registrations issued by the United States Register of Copyrights and applications therefor, together with any renewal or extension thereof, or by similar authority in any other jurisdiction, and all rights deriving therefrom; (iii) all, whether registered or unregistered, trademarks, service marks, trade names, and trade dress, and all goodwill relating thereto; (iv) all domain name registrations, (v) all rights in all trade secrets, know-how, databases, and confidential information; and (vi) other intellectual property rights protectible under any Laws (including international conventions) throughout the world, and in each case including the right to apply for registrations, certificates, or renewals with respect thereto.

1.11.   "**Law**" means all applicable laws (including those arising under common law), statutes, codes, rules, regulations, reporting or licensing requirements, ordinances and other pronouncements having the effect of law of the United States, any foreign country or any domestic or foreign state, county, city or other political subdivision, including those promulgated, interpreted or enforced by any governmental or regulatory authority.

1.12.   "**Licensed Technology**" has the meaning set forth in the Recitals. References to the Licensed Technology are to be treated as applying <u>only</u> to that relating to the Licensor systems specified in <u>Schedule 1</u> hereto.

1.13.   "**Payment Period**" means each calendar month, or such other period in which License Fees for the Licensed Technology shall be due and payable by Licensee to Licensor, in arrears, as specified in <u>Schedule 2</u> hereto.

1.14.   "**Person**" means any individual, corporation, limited liability company, partnership, joint venture, association, joint stock company, trust, unincorporated organization, or other legal entity.

1.15.   "**Subject Systems**" means any and all of, but only, those Licensor systems specified in Schedule 1 hereto.

1.16.   "**Taxes**" means any and all valid taxes, excises, duties, fees, and assessments levied, assessed or imposed by any foreign, U.S. federal, state, local, municipal or other governmental or taxing authority on the services provided hereunder or the use by Licensee thereof, except for such amounts based on Licensor's income, profits, receipts, net worth, capital, or arising as a result of or in connection with the transactions contemplated under this Agreement, now or hereafter imposed on Licensor (or any third parties with which Licensor is permitted to enter into agreements relating to its undertakings hereunder).

2.   **GRANT OF TECHNOLOGY LICENSE; USE AND RESTRICTIONS**

2.1.   Scope and Purpose of Technology License.

    2.1.1.   Technology License. Licensor hereby grants to Licensee a world-wide, non-exclusive, nontransferable right and license to the Licensed Technology, to the extent and for the purposes set forth herein. Without limiting the foregoing, nothing herein shall limit or restrict Licensor from using the Licensed Technology for its own purposes or licensing the Licensed Technology, the Intellectual Property Rights, and/or any or all Licensor systems, including, without limitation, the Subject Systems to any third party.

    2.1.2.   Use; Purpose. Licensee may use the Licensed Technology only for the purpose of trading its own funds. Any other use of the Licensed Technology shall be subject to the execution of a separate license agreement provided by the Licensor.

    2.1.3.   Restrictions.

        2.1.3.1. Except as otherwise provided by this Agreement or as permitted or required by Law, Licensee shall not (i) use any Licensed Technology or Subject Systems to provide access to third parties as a service bureau, reseller (value added or otherwise), publisher or re-publisher, or white label capacity similar to any of the foregoing; (ii) use any Licensed Technology in connection with anything other than the Subject Systems; (iii) sell, market, license, sublicense, disclose, distribute or otherwise grant to any third party any right to use the Licensed Technology and/or the Subject Systems, except in accordance with the purposes described herein; (iv) use any Licensed Technology or Subject Systems in any way that suggests (expressly or otherwise) that Licensor (A) has given any approval, endorsement or consent to the issue of or the investment in the Subject Systems or is otherwise connected to them in a way which may put Licensor in breach of any applicable Law, (B) has made any judgment about or expressed any opinion on Licensee or the Subject Systems, or (C) has given any investment advice in relation to the Licensed Technology or the Subject Systems or made any claim as to the suitability of the Subject Systems to any investor or the suitability of the Licensed Technology for its use in connection with any Subject System; (v) use any Licensed Technology in any other way not expressly permitted by this Agreement; or (vi) cause or suffer any third party to do any of the foregoing.

        2.1.3.2. Licensee shall not remove any copyright, trademark, patent, or confidentiality notices that appear on any Licensed Technology as delivered to Licensee or any of the Subject Systems.

2.2.   Documentation.

    2.2.1.   License. Licensor hereby grants to Licensee a world-wide, non-exclusive license to the Documentation and all relevant Intellectual Property Rights therein.

2.2.2.   Use. Licensor grants to Licensee the right to use the Documentation in furtherance of Licensee's use of the Licensed Technology.

2.2.3.   Restrictions. Licensee shall not remove any copyright, trademark, patent, or confidentiality notices that appear on the Documentation as delivered to Licensee.

2.3.   Delivery. Within Fourteen (14) days following the Effective Date, or sooner if agreed to by the Parties, Licensor shall deliver access to the Licensed Technology and Documentation to Licensee or its designated Affiliate in a secure manner in a commercially reasonable form and format mutually agreed and suitable for the exercise of the rights granted hereunder.

3.   **OWNERSHIP AND TITLE**

3.1.   Licensor Technology. The Licensed Technology and Documentation is provided by Licensor on a strictly limited use basis. Licensee acknowledges that the Licensed Technology and Documentation provided hereunder is proprietary information of Licensor. Licensee acknowledges that the Licensed Technology is a valuable commercial product, the development of which has involved the expenditure of substantial time and money by Licensor. Except for the rights granted to Licensee herein, Licensee understands and agrees that Licensor is and shall remain the sole and exclusive owner of all rights, title and interest in the Licensed Technology, the Documentation, the Intellectual Property Rights and the Subject Systems, and all copyrights and renewals thereof, heretofore or hereafter secured therein. Subject to the rights granted Licensee under this Agreement, all publication, dissemination, licensing and other rights in and to the Licensed Technology, Subject Systems, Intellectual Property Rights and Documentation are reserved to Licensor in all languages, formats and media throughout the world for the sole and exclusive use or any other disposition by Licensor, their respective assignees or grantees at any time and from time to time without obligation or liability to Licensee.

3.2.   Products and Investors. It is understood and agreed by the Parties that Licensor shall own all systems, including without limitation the Subject Systems, designed and developed based upon the Licensed Technology, including other improvements to the Licensed Technology, regardless of source. Licensor will have complete and sole right and title to any such systems without any obligation to share any interest, profits, or proceeds with respect thereto with Licensee or any third party, other than as otherwise specified in this Agreement. The foregoing shall not modify or otherwise affect any ongoing payments or other obligations of Licensee with respect to the Licensed Technology upon which all such systems are based. Subject to the foregoing, in the event Licensee and Licensor shall jointly develop new systems from the Licensed Technology, or Licensee independently develops new systems based on the Licensed Technology. All newly developed systems will be added to the list of Subject Systems hereunder, licensor shall consent to the same subject but not necessarily to the same fee arrangements applicable to the pre-existing Subject System.

3.3   Licensor Conflicts. A principal of Licensor is also the principal of Robot Futures, LLC (NFA ID 0387250) and Robot Capital Corp (NFA ID 0522716) and may receive a portion of brokerage commissions, up to 100%, on any account. There will be a maximum commission charge of $10.00 per round-turn per contract. These commissions include all Exchange and NFA fees. This could be viewed as an incentive to overtrade the Account.

4. **PAYMENT AND INVOICING**

4.1   License Fees. In consideration of the license granted to Licensee hereunder, Licensee shall pay to Licensor the license fees as described in Schedule 1 ("**Subject Systems"**) and Schedule 2 ("**License Fees**").
   4.1.1   Subject Systems. Lists minimum capital costs per unit for each subject system.

4

4.1.2   License Fees. Lists monthly license fees for each subject system unit.

4.2   No Other Fees. No fees, expenses, or costs other than those expressly set forth herein shall be due under this Agreement. The payments required by this Section shall constitute Licensor's complete compensation under this Agreement unless otherwise specified by licensor with explanation.

4.3.   Payment. All License Fees shall be due and payable by Licensee monthly on the fifth (5th) day of each calendar month following the Effective Date. If this Agreement is terminated pursuant to Section 7.3 hereof due to a breach by Licensor, any pre-paid License Fees for the Payment Period during which the Agreement is terminated will be refunded to Licensee for the portion of such Payment Period that remains after termination, *pro rata*, together with any License Fees Licensee may have prepaid for future Payment Periods under this Agreement.

5.   **REPRESENTATIONS; WARRANTIES**

5.1.   General Business Warranties.

5.1.1.   Licensor represents, warrants, and covenants that: (i) it is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization; (ii) it has the full legal right, title, authority and power to enter into this Agreement; (iii) the execution, delivery and performance of this Agreement has been duly authorized by all necessary corporate action on the part of Licensor; (iv) it has all legal right, title, authority and power (including all necessary Intellectual Property Rights) to license and otherwise provide to Licensee the Licensed Technology and Documentation in accordance with this Agreement; and (v) in performing its obligations under this Agreement, it will comply with any and all applicable Law and that its performance hereunder does not and shall not violate applicable Law.

5.1.2.   Licensee represents and warrants that: (i) it is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization; (ii) it has the full legal right, title, authority and power to enter into this Agreement; (iii) the execution, delivery and performance of this Agreement has been duly authorized by all necessary corporate action on the part of Licensee; (iv) the performance of Licensee's obligations under this Agreement does not and will not conflict with its charter documents or result in a material breach of any agreements, contracts or other arrangements to which it is a party; (v) Licensee will use the Licensed Technology in compliance with all federal, state and local laws and regulations applicable to the Licensed Technology; and (vi) Licensee will use the Licensed Technology solely for the purposes as described herein.

5.1.3.   Licensee acknowledges that Licensor has not given any investment advice to any Person, or made any claim as to the suitability of any or all of the Subject Systems, or the Licensed Technology for its use in connection with any or all of the Subject Systems, and Licensee has made its own assessment as to the suitability of each Subject System and the Licensed Technology for any such use (and Licensee is qualified to make such assessment or has received suitable independent advice)**.**

5.2.   Warranties; Responsibility for Use.

5.2.1.   Warranties. Licensor represents, warrants, and covenants that Licensor has sufficient legal and equitable rights in the Licensed Technology to perform its obligations under this Agreement, including but not limited to granting Licensee the license granted under this Agreement, and that the use by Licensee of the Licensed Technology shall not infringe the intellectual property rights of any third party.

5.2.2.   Except as provided in Section 5.2.1 and to the maximum extent, any reliance upon the Licensed Technology is at Licensee's risk, and absent gross negligence or willful misconduct by Licensor, Licensor shall not be responsible to Licensee or any third party for any liability arising from or related to

the use of the Licensed Technology or the Subject Systems in any way. Except as provided in Section 5.2.1 and absent gross negligence or willful misconduct by Licensor, THE LICENSED TECHNOLOGY IS PROVIDED AS IS, AS AVAILABLE AND WITH ALL FAULTS, AND DATACORE MAKES NO REPRESENTATIONS OR WARRANTIES, AND DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, ORAL OR WRITTEN, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTY ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE IN TRADE REGARDING THE LICENSED TECHNOLOGY, SUBJECT SYSTEMS, OR ANY OTHER DELIVERABLES. Anything to the contrary notwithstanding, in no event shall the quantum of damages for which Licensor may be liable exceed two times (2X) the amount of License Fees earned by Licensor under this Agreement during the twelve (12) months prior to the time any such claim may accrue.

5.2.3. Responsibility for Use. Licensee assumes responsibility for the use of the Licensed Technology and the Subject Systems, including the liability and responsibility for any and all claims, demands, losses, damages, liabilities, costs, charges and expenses, including reasonable attorney's fees, arising out of Licensee's use of the Licensed Technology and the Subject Systems. Licensee undertakes that it will comply with all applicable Law relevant to the use of the Licensed Technology and the Subject Systems. Licensor reserves the right to have human intervention if market moves and/or technology issues dictate at the sole discretion of Licensor.

5.2.4. THE PARTIES ACKNOWLEDGE THAT THEY HAVE NOT BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY ANY REPRESENTATION OR WARRANTY NOT SET FORTH IN THIS AGREEMENT.

5.3. Product Materials. Licensee shall employ no marketing materials, offering documents, prospectuses or similar materials arising out of or in connection with the Subject Systems, except those wholly produced by Licensor and unmodified.

6. **CONFIDENTIALITY**

6.1. Confidential Information and Nondisclosure.

6.1.1. Each Party (the "**Receiving Party**") agrees that it shall not disclose to any third party any information concerning the other Party (the "**Disclosing Party**") or its Affiliates, its customers, employees, counterparties, data, trade secrets, methods, products, developments, processes, or procedures, any documentation or other materials that are marked as "confidential" by the Disclosing Party, any documentation or other materials that are of a type generally considered to be of a confidential nature, whether so marked or not, or any other private, financial or business information which it learns during the course of its performance of this Agreement (collectively, "**Confidential Information**"), without the prior written consent of the Disclosing Party; provided, however, the Receiving Party may disclose such information as is required or requested to be disclosed by any court of competent jurisdiction, regulatory or governmental body, or tribunal that is authorized to order its disclosure, in accordance with applicable Law. "Confidential Information" shall include this Agreement and all data, trade secrets, business information and other information of a confidential or proprietary nature of any kind whatsoever that the Receiving Party receives in writing, orally, visually or in any other medium, or to which the Disclosing Party provides access.

6.1.2. The Receiving Party agrees to use commercially reasonable efforts to, and to cause its Affiliates, employees, agents, consultants, contractors, and subcontractors to use commercially reasonable efforts to: (i) use the Confidential Information of the Disclosing Party for the sole purpose of carrying out the purposes of this Agreement; (ii) limit disclosures of the Disclosing Party's Confidential Information to its employees, subcontractors, or agents who have a need to know such Confidential Information, and are made aware of its confidential nature, and who have agreed to written confidentiality obligations that are at least as stringent as those contained herein; (iii) establish internal

data security procedures and processes sufficient to comply with the confidentiality requirements of this Agreement and all applicable privacy laws.

6.1.3.   Notwithstanding the provisions of Sections 6.1.1 and 6.1.2, Licensee and Licensor may disclose the terms and conditions of this Agreement to potential licensees or others where necessary to further the purposes of this Agreement.

7. **TERM AND TERMINATION**

7.1.   <u>Term of Agreement</u>. The Parties hereby acknowledge and agree that this Agreement shall apply and remain in effect from the Effective Date and perpetually thereafter unless terminated pursuant to this Section or until no Licensed Technology exists under it.

7.2.   <u>Termination</u>.

7.2.1.   The Parties may mutually agree to terminate this Agreement at any time by written agreement upon thirty (30) days written notice.

7.2.2.   In the event the licensor terminates this Agreement or changes the allocation of subscribed program(s) while an open position(s) exists, the changes will take effect once the position(s) are closed.

7.2.3.   In the event the licensor changes the allocation of intra-day subscribed program(s) during NYSE exchange hours (9:30 AM EST – 4:00 PM EST), if open position(s) exist, the changes will take effect once the position(s) are closed, or the next business day.

7.2.4.   The Agreement shall terminate upon notice of termination by the non-breaching Party in accordance with Section 7.3.

7.2.5.   Upon a Party filing in any court pursuant to any statute of any individual state or country, a petition in bankruptcy, insolvency or for reorganization or for an agreement among creditors or for the appointment of a receiver or trustee of such Party or of its assets, or if a Party proposes a written agreement of composition or extension of its debts, or if a Party shall be served with an involuntary petition against it filed in any insolvency proceeding, and such petition shall not be dismissed within sixty (60) days after the filing thereof, or if a Party shall propose or be a party to any dissolution or liquidation, or if a Party shall make an assignment for the benefit of creditors, then, in the event of any of the above, the other Party shall have the right to terminate this Agreement immediately.

7.2.6.   <u>Termination</u>. Upon termination, Licensee must promptly stop using the Licensed Technology for any purpose. Licensee shall remain subject to payment of all License Fees outstanding as of the date of Licensee's cessation of use of the Licensed Technology, *prorate* for partial Payment Periods.

7.3.   <u>Default</u>. If either Party breaches any material obligation hereunder, which breach continues or remains uncured for a period of thirty (30) days after providing written notice to the breaching Party, the non-breaching Party may terminate this Agreement immediately upon notice to the breaching Party. However, if a default is not capable of being cured in thirty (30) days, and the breaching Party notifies the non-breaching Party prior to receipt of notice of termination that the breaching Party believes that the breach can be cured within a reasonable additional time period, and that the breaching Party is vigorously pursuing a cure with diligent efforts, such cure period shall only be extended with written confirmation from Licensor.

8. **INDEMNIFICATION; LIMITATION ON LIABILITY**

8.1.   Indemnification.

8.1.1.   Subject to the limitations on Licensor's liability set forth in Section 5.2.2 hereof, Licensor will indemnify Licensee against any loss, damage, liability or expense (including reasonable legal fees) incurred by Licensee as a result of or in relation to (i) any claim by a third party that a Licensed Technology, Subject System or the Documentation violate the Intellectual Property Rights of a third party or (ii) Licensor's material breach of any term, obligation, representation, warranty and/or covenant contained in this Agreement. Licensee will indemnify Licensor against any loss, damage, liability or expense (including reasonable legal fees) incurred by Licensor as a result of or in relation to (i) Licensee's breach of any term, obligation, representation, warranty and/or covenant contained in this Agreement, and (ii) any claim by a third party arising from or in relation to Licensee's use of the Licensed Technology; provided that such loss, damage, liability or expense was not caused by Licensor's gross negligence or willful misconduct.

8.1.2.   In relation to any claim to which Section 8.1.1 above applies, the party seeking indemnification ("**Indemnified Party**") must promptly notify the indemnifying party ("**Indemnifying Party**") if a claim is to be made under this Agreement (provided that the failure to notify the Indemnifying Party shall not relieve the Indemnifying Party from any indemnification liability imposed by this Section 8.1, except and only to the extent that the Indemnified Party's failure to give such notice actually and materially prejudices Licensee's rights).

8.1.2.1. The Indemnifying Party shall be entitled to participate in the defense of any claim, and to assume the defense thereof with the assistance of counsel reasonably satisfactory to the Indemnified Party if the Indemnifying Party provides notice of such assumption within thirty (30) days after learning of such claim.

8.1.2.2. The Indemnified Party shall have the right to retain its own counsel, but the fees and expenses of such counsel shall be at the Indemnified Party's own expense, unless (i) the Indemnifying Party fails to assume the defense provided in Section 8.1.2.1 above, (ii) otherwise agreed by Licensor and Licensee, or (iii) the named parties to the claim (including any impleaded parties) include both Licensor and Licensee, and the Indemnified Party determines that representation of both parties by the same counsel creates a conflict of interest.

8.1.2.3. The Indemnified Party shall reasonably cooperate with the Indemnifying Party in connection with any such claim. The Indemnified Party shall make all information relevant to the claim available to the Indemnifying Party and grant such authorizations and powers of attorneys to the agents, representatives and counsel of the Indemnifying Party as the Indemnifying Party may reasonably request in connection with the defense of any such claim.

8.1.3.   The Indemnifying Party (i) shall not settle any claim under this Section 8.1 without the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld or delayed, and (ii) shall not be liable under this Section 8.1 for any settlement of any claim effected by the Indemnified Party without its consent with respect to which indemnity may be sought hereunder, which consent shall not be unreasonably withheld or delayed.

8.2.   Limitation on Liability. Licensor and Licensee, and/or their Affiliates, and their respective principals, managers, members, partners, directors, shareholders, officers, employees, agents and any other applicable representatives, or any of them, shall not be liable (whether for breach of contract, negligence or for any other reason) for loss of profits, sales, revenue, goodwill, reputation, or opportunity costs, losses of value in or relating to the Licensed Technology and/or the Subject Systems; or, indirect,

consequential or special loss or damage, whether alleged or otherwise. Nothing contained herein shall limit the liability of any Party with respect to its indemnification obligations, breach of confidentiality or its gross negligence or willful misconduct as may be elsewhere and otherwise set forth herein.

8.3.   Notice of Claim. Each Party must promptly notify the other Party if a claim is made against it relating to the Licensed Technology, the Intellectual Property Rights, the Subject Systems, the Documentation or any other rights or deliverables issued pursuant to this Agreement.

9.   MISCELLANEOUS

9.1.   Assignment. Neither Party may assign this Agreement or any of its rights and obligations hereunder, to a third party without the prior written consent of the other Party. Any purported assignment without the other Party's consent shall be null and void. Subject to such limitation on assignment, this Agreement shall inure to the benefit of and be binding upon each of the Parties and their respective successors and assigns.

9.2.   Notices. All notices or other communications required or permitted to be given or delivered by one Party to the other under this Agreement shall be in writing and shall be sufficient if sent by certified mail, return receipt requested, or via courier with the ability to show written proof of receipt, to the respective addresses set forth below:

If to Licensor:	**If to Licensee:**
Mosaic Automation, Inc.	_____
1962 Main Street	_____
Suite 300	_____
Sarasota, FL 34236	City _____ State ____ ZIP_____
Attn: Robert J. Ogilvie	Attn: _____
Email: rogilvie@mosaicautomation.com	Email: _____

9.3.   Governing Law. This Agreement shall be governed by and construed in accordance with the Laws of the State of Florida without reference to its choice of Law provisions.

9.4.   Consent to Jurisdiction, Venue, and Service. The Parties consent and agree that all legal proceedings relating to the subject matter of this Agreement and all disputes arising from this Agreement shall be maintained in courts sitting within the State of Florida, and the Parties consent and agree that jurisdiction and venue for such proceedings shall lie exclusively with such courts and venue shall be in Sarasota, Florida.

9.5.   Severability. If any provision of this Agreement is held invalid or otherwise unenforceable, the enforceability of the remaining provisions shall not be impaired thereby.

9.6.   Survival. In the event this Agreement is terminated for any reason, the provisions of Sections 6 and 8 hereof shall survive such termination, and the termination of the Agreement will not affect any accrued rights or liabilities which either Party may have as of the date of termination.

9.7.   Captions; Construction. Captions and paragraph headings used in this Agreement are for convenience only and are not a part of this Agreement and shall not be used in construing it. As used in this Agreement, "including" or "includes" means, in each instance, "including without limitation" or "includes without limitation," respectively. Notwithstanding the general rules of construction both Parties that they were given an equal opportunity to negotiate the terms and conditions contained in this Agreement and agree that the identity of the drafter of this Agreement is not relevant to any interpretation of the terms and conditions of this Agreement.

9.8.   Schedules. All Schedules referenced in this Agreement are hereby incorporated into this Agreement by reference and made an integral part of this Agreement.

9.9.   Entire Agreement. This Agreement along with all Schedules attached hereto, is the complete and exclusive statement of the agreement between the Parties, and supersedes all prior agreements and communications, oral or written, with respect to the subject matter. The terms of this Agreement shall apply notwithstanding any proposed variations or additions which may be contained in any purchase order, invoice, notice, confirmation, acceptance, or in any policies, manuals, guidelines, notices, legends, agreements or the like posted on-line or other communication submitted, presented, displayed or distributed by either Party. All authorized modifications or amendments hereto shall be in writing and signed by both Parties.

9.10.   Remedies. The remedies under this Agreement shall be cumulative and are not exclusive. Election of one remedy shall not preclude pursuit of other remedies available under this Agreement or at law, in equity, or otherwise.

9.11.   No Waiver. The failure by either Party at any time to require performance by the other of any provision of this Agreement shall in no way affect that Party's right to enforce such provision, nor shall the waiver by either Party of any breach of any provision of this Agreement be taken or held to be a waiver of any further breach of the same provision or any other provision.

9.12.   Independent Contractors; Beneficiaries. In performing their obligations, and exercising their rights, under this Agreement, the Parties shall be independent contractors, and neither shall have the authority to bind or act as agent for the other. No partnership, joint venture, or other business organization is created by this Agreement. Except as otherwise expressly provided herein, there are no third party beneficiaries of this Agreement.

9.13.   Force Majeure. Neither Party will be liable to the other for delay of up to thirty (30) days in its performance hereunder if such delay is caused by a Force Majeure Event. The Party whose performance is delayed shall immediately notify the other Party verbally and in writing of the delay and the cause thereof, and shall in any event take reasonable steps to avoid or remove and respond to such circumstance of delay, and shall resume performance as soon as possible.

9.14.   Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute only one and the same Agreement.

9.15.   Average Pricing System (APS). The Licensor intends to employ an APS to allocate bulk orders to clients on an average price basis. Average prices that are not calculated by an exchange system will be calculated by the broker(s) executing the order. The average price is not the actual execution price. APS will calculate the same price for all clients that participate in the same order or in a series of orders entered for a group of clients. APS may produce prices that do not confirm to whole cent increments. In such cases, any amounts less than one cent may be retained by the clearing broker. In addition, APS may result in clients receiving prices that are higher or lower than clients would receive if a different allocation methodology were used or if orders were not executed on a bulk basis. For more information on APS, please visit the following site: https://www.cmegroup.com/education/articles-and-reports/cmes-average-pricing-algorithm.html

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IN WITNESS WHEREOF, each of the Parties hereto has caused this Agreement to be executed by its duly authorized representative as of the Effective Date.

MOSAIC AUTOMATION, INC: **LICENSOR(S):** _____

                                                      _____

By: _____   By: _____

Name: _____   Name: _____

Title: _____   Title: _____

SCHEDULE 1

SUBJECT PROGRAMS

The Mosaic programs were designed to provide portfolio allocation to non-correlated alternative markets while limiting volatility of returns and peak drawdown exposures. The programs are constructed with risk management as the primary objective and designed to target reduced return volatility and high risk-adjusted returns.

DELTA is an intraday long-short program, with trades intra-day to lasting multiple days, utilizing a proprietary trend following methodology that executes when specific criteria are met. DELTA ST executes trades in various markets utilizing various time intervals to calculate its criteria.

STANDARD: Capital per Unit = $50,000

MICRO: Capital per Unit = $5,000

GAMMA is a short term (intraday) program comprising of a unique set of mechanical models with theoretical daily and monthly risk limits. When conditions are met, the systems execute during regular NYSE market hours. Most of the short-term positions are flat ahead of the underlying cash market close minimizing the majority of overnight price shock risk to capital.

STANDARD: Capital per Unit = $100,000

MICRO: Capital per Unit = $10,000

VEGA is an intermediate-term (often multiple day) program utilizing a unique method of analysing investor sentiment and then executing long and short at expansion and contraction points in sentiment, respectively. When all conditions are met, the program enters at the NYSE and CBOE market closes.

STANDARD: Capital per Unit = $50,000

MICRO: Capital per Unit = $5,000

IVOL is a mechanistic program in nature, incorporating dynamic metrics in its volatility-adjusted trade and risk management models. The VOL system executes trades in equity, treasury, metals, energy, grains, soft and currency futures markets utilizing long and short strategies at expansion and contraction points in volatility. A multitude of strategy parameters for entry and exit signals are automatically executed according to pre-defined parameters without user intervention, removing human emotions that may hinder the consistency and returns of the strategy.

Capital per Unit = $100,000

SOV RUN

SCHEDULE 2

Clearing Firm (Check your FCM)**:**

ADMIS ____ Dorman ____ Marex ____ RJO'Brien ____ StoneX ____ Wedbush ____

Account Number: _____

PROGRAM LICENSE FEES ***	MARKET(s)	UNITS
PER UNIT PROGRAM SUBSCRIPTION FEES MAY BE REDUCED DUE TO INCREASED PROGRAM SUBSCRIPTION LEVELS		
DELTA	ES or NQ	_____$200/MONTH (Per Unit)
DELTA MICRO	ES or NQ	_____$50/MONTH (Per Unit)
GAMMA	ES or NQ	_____$300/MONTH (Per Unit)
GAMMA MICRO	ES or NQ	_____$50/MONTH (Per Unit)
VEGA	ES or NQ	_____$200/MONTH (Per Unit)
VEGA MICRO	ES or NQ	_____$50/MONTH (Per Unit)
IVOL MM (CL, NG, GC, HG, ES & US /Minimum Unit)		_____$400/MONTH (Per Unit)