

END USER LICENSE AGREEMENT

BY INSTALLING OR USING THE LICENSED PRODUCT(S), YOU ACCEPT THE TERMS OF THIS AGREEMENT, WHICH IS BINDING AND ENFORCEABLE LIKE ANY WRITTEN AGREEMENT SIGNED BY YOU. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT INSTALL OR USE THE LICENSED PRODUCT(S). IF YOU ARE USING THE LICENSED PRODUCT(S) AS AN EMPLOYEE OR OTHER AUTHORIZED AGENT OF A COMPANY OR OTHER ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT AND BIND THE COMPANY OR OTHER ENTITY THAT IS THE LICENSEE HEREUNDER.

This End user License Agreement (this "Agreement"), including any attachments or terms incorporated by reference, is between DDX Business Solutions or its applicable Affiliate as set forth in Section 14.5 below ("DDXBIZ"), and You (as defined below) and governs Your use of the Licensed Product. The use of any additional services or websites may be subject to separate terms of use, as provided therewith.

1. DEFINITIONS: As used in this agreement:

- 1.1 "Affiliate" means any entity that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with a party hereto. "Control" for purposes of this definition means direct or indirect ownership or control of more than 50% of the voting interest in the subject entity.
- 1.2 Law(s) means any law, ordinance, regulation, order, judgment, or other requirement of any federal, state, local or foreign government, or any court or tribunal of competent jurisdiction, in each case as may be limited by the context of its use.
- 1.3 "Licensed Product(s)" means the proprietary DDXBIZ software in object code form made available by DDXBIZ to You under this Agreement, together with the Related Materials and Updates. Licensed Product(s) also includes the components within each application, such as ddxPlatform, dxAppServer, dxvEngine, aiServer, and other internal tools required for the functionality of each respective application. These components are licensed as part of the overall application license and are not individually licensed. Licensed Product(s) do not include any Third-Party Tools or Third-Party Code.
- 1.4 "Order Form" means an ordering document executed by You and DDXBIZ, which describes the Licensed Products and Services to be provided to You. Order Forms that reference this Agreement shall be deemed a part of this Agreement. Should an Affiliate enter into an Order Form that references this Agreement, such Affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto.
- 1.5 "Related Materials" means the standard published specifications for the Licensed Products, including (i) functional, technical, design and performance specifications; (ii) installation, configuration, administration, operation and maintenance procedures and instructions; and (iii) training guides and user manuals.
- 1.6 "Third-Party Licensors" means third parties that have licensed to DDXBIZ the right to sublicense and/or distribute certain software, data, or Third-Party Tools proprietary to such third parties. Third-Party Licensors shall be beneficiaries of this Agreement as it relates to their respective software, data, or Third-Party Tools.
- 1.7 "You" or "Your (and "Licensee") means the individual or entity that has downloaded or otherwise procured the Licensed Product(s) for use as an end user. However, for the purpose of any agreement arising from an Order Form, reference to "You" shall be construed solely as a reference to the specific customer entity that executes the Order Form.

2. LICENSES RESTRICTIONS:

2.1 GRANT OF LICENSE: DDXBIZ grants You a limited, non-transferable, non-sublicensable, non-assignable and nonexclusive license to install and use Licensed Products for which You have been issued a License Key (as defined below) by DDXBIZ for Your internal business purposes, but conditioned upon use only in accordance with (i) the rights and restrictions contained in this Agreement; (ii) any limits or restrictions set forth on any applicable Order Form; (iii) the Related Materials; and (iv) the number of Authorized Users and/or permitted number of Cores (as applicable). If Your Order Form specifically permits Your Affiliates to use the Licensed Products, such use shall be subject to this Agreement and You, and such Affiliates, shall remain liable for all acts and omissions of all such Affiliates.

2.1.1 PURCHASED LICENSES: User-Based Licenses and Machine-Based Licenses (each as defined below, and together, "Purchased Licenses") shall be used solely in furtherance of Your business purposes.

2.1.1.1 USER-BASED LICENSES: If, per Your Order Form, You purchased a license for a Licensed Product that is limited to a certain number of Authorized Users (as defined below) who may use such Licensed Product (a user-Based License"), each such Licensed Product may only be used by one (1) Authorized User on one (1) personal computer. A User-Based License may not be shared by multiple users or used concurrently on different computers.

2.1.1.2 MACHINE-BASED LICENSES: If, per Your Order Form, You purchased a license for a Licensed Product that is limited to a Machine made available to each installation of such license (a "Machine-Based License"), each Licensed Product may only be installed on one (1) server. The total number of Machine made available to each installation of a Machine-Based License shall not exceed the permitted number of Machines identified on Your Order Form.

2.1.2 TRIAL LICENSES: If You ordered or downloaded a Licensed Product on an unpaid, trial basis (a "Trial License"), You may use the Licensed Product solely in connection with Your own trial use and evaluation of the Licensed Product, and You shall not resell, sublicense or otherwise publicly disclose or disseminate any output of the Licensed Product. A Trial License entitles You to use the Licensed Product on a single personal computer for a fourteen (14) day trial and evaluation period or such other period as may be granted by DDXBIZ ("Trial Period"). The Trial License automatically expires at the end of the Trial Period, at which point, the Licensed Product shall become inoperable. DDXBIZ may terminate Your Trial License at any time with immediate effect for any reason and without liability to DDXBIZ of any kind.

2.1.3 NON-COMMERCIAL LICENSES: If You obtained an unpaid license to any Licensed Product for educational purposes or for a not-for-profit organization (a "Non-Commercial License"), You may use and access the Licensed Product solely for non-commercial purposes for Your educational institution or not-for-profit organization (each, an "Organization"), as applicable. Eligibility for Non-Commercial Licenses is based on verification by DDXBIZ, in its discretion, of Your enrolment or employment, as applicable, with an Organization. Each Non-Commercial License is for a one (1) year term. If the Non-Commercial License is a User-Based License, Section 2.1.1.1 shall apply. If the Non-Commercial License is a Machine-Based License, Section 2.1.1.2 shall apply. DDXBIZ may terminate Your Non-Commercial License at any time upon thirty (30) days' notice, with or without cause, and without liability to DDXBIZ of any kind.

2.2 AUTHORIZED USERS: You must identify to DDXBIZ Your personnel who are authorized to use the Licensed Product and for whom the applicable license fees are paid (each an "Authorized user") in such a manner as required by DDXBIZ (e.g. via a valid email address assigned by You to each such Authorized user). The total count of Authorized Users must not exceed the number of User-Based Licenses purchased pursuant to an Order Form or otherwise granted by DDXBIZ in the case of Non-Commercial Licenses and Trial Licenses. User-Based Licenses may be reassigned to other uniquely identified individuals over time in the event personnel are no longer

employed by You or the job description of designated personnel no longer includes usage of the Licensed Products but may not be reassigned so frequently as to enable the sharing of any single User-Based License between multiple users. Licensees are permitted to reassign allocated licenses to new users, provided the total license count remains within the limits of the purchased license. License reassignment must comply with the terms of this Agreement and cannot exceed the total authorized user count.

2.3 BACKUP COPIES: You may create one (1) backup copy for each Licensed Product You have (not per user) as may be legally necessary, provided that (i) it is used only for backup purposes; (ii) all DDXBIZ and Third Party Licensor information including copyright notices are maintained on such copy; and (iii) possession of the copy is retained by You in a secure location.

2.4 USES NOT PERMITTED: Unless otherwise expressly set forth in this Agreement, You may not: (i) copy, modify or make derivative works of any part of the Licensed Product or Third-Party Code, or incorporate the Licensed Product or Third-Party Code into other software (in each case, except to the extent permitted by an applicable open source software license); (ii) distribute, sell, resell, rent, lease, sublease, sublicense, timeshare, lend or otherwise disseminate the Licensed Product, Syndicated Data, Third-Party Code, or any copies thereof, or Your rights under this Agreement; (iii) offer, use, or permit the use of the Licensed Products in a computer service business, third-party outsourcing service, on a membership or subscription basis, on a service bureau basis, on a time-sharing basis, as part of a hosted service, or on behalf of any third-party; (iv) place the Licensed Product on the Internet or any similar network or network service or virtualize an User-Based License without DDXBIZ's prior written consent; (v) make any attempt to unlock or bypass any initialization system, or encryption techniques utilized by the Licensed Product; (vi) alter, remove or obscure any product identification, proprietary legend, copyright, trademark, service mark, or other notices contained in or on the Licensed Product; (vii) disclose any passwords, lock-codes, authorization codes, license keys or serial numbers provided by DDXBIZ (each, a "License Key"), or use any License Key not supplied by DDXBIZ; (viii) decompile, disassemble, decode, reverse engineer or in any other way attempt to derive, reconstruct, or discover a source code version of any Licensed Product or any of its components, including any data incorporated therein; (ix) publicly disseminate performance information or analysis from any source relating to the Licensed Product; (x) use the Licensed Product to develop a product that is competitive with any DDXBIZ product offering; (xi) assert, nor will You authorize, assist or encourage any third party to assert, against DDXBIZ, any of its Affiliates, or Third-Party Licensors, any patent infringement or other intellectual property infringement claim regarding any Licensed Product, workflow or derivative work thereof; or (xii) disclose the terms and conditions of this Agreement or any Order Form.

2.5 THIRD-PARTY CODE: The Licensed Product may contain or be provided with components from Third-Party Licensors ("Third-Party Code"). To the extent applicable to the provision of Licensed Products hereunder, Third-Party Code shall be subject to the terms and conditions of open-source software licenses as described in the "Help" section of the Licensed Product.

3. DATA AND THIRD-PARTY TOOLS:

3.1 SYNDICATED DATA If You purchased a license to third-party data sourced by DDXBIZ (Syndicated Data"), the following terms apply to Your use of the Syndicated Data: <https://www.ddxbiz.com/syndicateddata>.

3.2 LICENSEE-SOURCED DATA: You may use the Licensed Products with Your own data sets and/or third-party data sets licensed directly by You from third parties ("Licensee-Sourced Data"), provided that You are compliant with the terms and conditions of Your agreement with such third party. DDXBIZ shall not be liable for any damages or claims incurred as a result of Your use of Licensee-Sourced Data with the Licensed Products. The Output Provision with respect to use of Syndicated Data shall apply if output or results include both Licensee-Sourced Data and Syndicated Data.

3.3 THIRD-PARTY TOOLS: You agree that use of any configurable component or widget not embedded in the Licensed Product at the time of delivery but created by a third party or You and added to or used by You with the Licensed Product ("Third-Party Tools") may be subject to applicable terms and conditions for such the Third-Party Tools.

3.4 DATA PRIVACY: DDXBIZ does not collect or have access to any client data used within the Licensed Products. The software is designed to be self-managed within Your environment, and You are responsible for managing, storing, and processing data in accordance with applicable laws and regulations. DDXBIZ assumes no responsibility for data processed or stored by the Licensed Products within Your infrastructure.

4. SUPPORT AND UPDATES: For Purchased Licenses, DDXBIZ will provide to You support and consultation in accordance with the DDXBIZ Support Guidelines available at <http://ddxbiz.com/support> (the "Support Guidelines") and as may be further specified in an applicable Order Form. During the term of the applicable Order Form, DDXBIZ will provide revised releases of the Licensed Products, incorporating corrections, improvements, and enhancements ("Updates") to You in accordance with the Support Guidelines. These Updates may include general features and improvements that DDXBIZ believes will benefit all clients. If You request specific features or updates tailored to Your environment, such requests may be reviewed by DDXBIZ, and a customization fee may be applicable for the development and implementation of such custom features.

5. SERVICES: DDXBIZ will provide the number of days or hours of training, enablement, or other services ("Services") as may be purchased by You and set forth in an Order Form. The parties acknowledge that the scope of the Services consists solely of assistance with deployment, training, and guidance in use of the Licensed Product.

6. PAYMENT: For Purchased Licenses, You agree to pay DDXBIZ the fees and any applicable sales and use taxes, including VAT, GST, and service tax, pursuant to the invoice schedule set forth in the Order Form. A finance charge equal to the lesser of one and a half percent (1.5%) per month or the maximum amount allowed by applicable Law shall be assessed on all undisputed amounts that are past due. If You fail to remit payment for undisputed fees past due, DDXBIZ may, at its option and upon notification, terminate Services or rescind any licenses unless You remit payment to DDXBIZ within ten (10) business days of notification. Such notice shall also serve as notice of breach under Section 8.2(i) of this Agreement Except as expressly set forth herein, Order Forms are non-cancellable and all fees are non-refundable.

7. DELIVERY: DDXBIZ will deliver the Licensed Product, at its option, electronically or on physical media, to the delivery location as specified in the applicable Order Form or as otherwise agreed to by the parties in writing. All Licensed Products shall be deemed delivered when made available to You for download.

8. TERM AND TERMINATION:

8.1 TERM: This Agreement is effective as of the delivery or download of the Licensed Products and expires when all licenses and Services hereunder have expired in accordance with their own terms. The term of Your license under this Agreement is limited as specified in the Order Form or in the purchasing documentation if purchased through a Reseller. Each Order Form shall become effective when duly signed by each of the parties and shall continue in effect through the expiration date for the licenses granted thereunder, unless terminated earlier by either party in accordance with this Agreement.

8.2 TERMINATION: DDXBIZ or You may terminate this Agreement upon notice to the other party if the other party: (i) breaches any material obligation under this Agreement and fails to cure such breach within thirty (30) days from the date the other party receives notice of the breach from the nonbreaching party, provided that DDXBIZ may terminate this Agreement and any license(s)

immediately upon any breach of Section 2.4; (ii) ceases operation without a successor; or (iii) seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition, or comparable proceeding, or if any such proceeding is instituted against such party (and not dismissed within sixty (60) days). Termination is not an exclusive remedy and the exercise by either party of any remedy under this Agreement shall be without prejudice to any other remedies it may have under this Agreement, by law, or otherwise.

8.3 EFFECTS OF TERMINATION: upon expiration or termination of this Agreement, You agree to remove all copies of the Licensed Product(s), Third-Party Tools and Syndicated Data from all computers and servers on which they have been installed and to destroy all copies of the Licensed Product(s), Third-Party Tools and Syndicated Data in Your possession, provided that You may retain copies of any Results. If so requested by DDXBIZ, You shall certify to DDXBIZ in writing that such actions have been taken.

9. FEEDBACK: In the event that You provide to DDXBIZ any feedback, suggestions, ideas, or identification of problems or deficiencies and possible remedies therefor (collectively, "Feedback") with respect to the Licensed Product(s) or Services or any other existing or potential product or service of DDXBIZ, You grant to DDXBIZ and its Affiliates a worldwide, non-exclusive, royalty-free, non-terminable license to use such Feedback in any way, including but not limited to incorporating it into the Licensed Product(s) or other existing or future products or services of DDXBIZ, its Affiliates, partners, and Resellers.

10. OWNERSHIP: All title and intellectual property rights in and to any product or service provided by DDXBIZ to You (including but not limited to the Licensed Products, Syndicated Data, content, application programming interfaces, maps, directions, and any images, photographs, video, audio, text, and "applets," if any) and all copies, modifications, and derivative works thereof (including any changes which incorporate Your Feedback) are owned or licensed by DDXBIZ and no ownership rights are being conveyed to You under this Agreement or otherwise. Nothing in this Agreement constitutes a waiver of DDXBIZ's rights under any Laws, including but not limited to U.S. or international intellectual property Laws. All rights not specifically granted under this Agreement are reserved by DDXBIZ and its suppliers, including the Third-Party Licensors. The Services and any related deliverables are not a Work-for-Hire as defined by applicable Law. You agree to reproduce, and shall not remove or obscure, any copyright notices and proprietary rights legends on all authorized copies of the Licensed Products and any Syndicated Data. Third-Party Licensors specifically retain title to all Third-Party Code, data or Third-Party Tools owned by them. You retain all title and intellectual property rights to any data or information owned and provided by You when using the Licensed Product.

11. LIMITED WARRANTY:

11.1 PRODUCT WARRANTY: For Purchased Licenses, DDXBIZ warrants for a period of ninety (90) days from initial delivery to You ("Warranty Period") that the Licensed Product will operate in substantial conformity with the terms of the Related Materials and will be, at the time of delivery of the Licensed Product, free of viruses, Trojan horses, worms, spyware, or other such code designed to maliciously impede in any manner, the intended operation of the Licensed Product. DDXBIZ's entire liability and Your exclusive remedy for the foregoing warranties shall be, at DDXBIZ's sole option and discretion, to use commercially reasonable efforts to provide You with a replacement of the Licensed Product or an error correction or workaround which corrects the defect; provided, however, if DDXBIZ determines such remedy to be impracticable, DDXBIZ may terminate the applicable Order Form and provide a refund of the applicable purchase price of the defective Licensed Product. DDXBIZ will have no obligation with respect to a warranty claim unless notified of such claim within the Warranty Period. This warranty applies only to the initial delivery of Licensed Product under an Order Form and does not renew or reset.

11.2 REPRESENTATIONS AND WARRANTIES: Each party hereby represents and warrants that (i) if it is a company or other entity, it is duly organized and validly existing under the Laws of the place of its incorporation or formation and has full corporate power and authority to enter into this Agreement and to carry out the provisions hereof; (ii) it is duly authorized to execute and deliver this Agreement and to perform its obligations hereunder; (iii) this Agreement is a legal and valid obligation binding upon it and enforceable according to its terms; (iv) the execution, delivery, and performance of this Agreement do not conflict with any agreement, instrument, or understanding, oral or written, to which it is a party or by which it may be bound, nor violate any Laws of any court, governmental body, or administrative or other agency having jurisdiction over it; (v) it will comply with all applicable Laws in its performance of this Agreement; and (vi) it shall comply with the export Laws of the U.S. and other applicable jurisdictions in using the Licensed Products and obtain any permits, licenses and authorizations required for such compliance.

11.3 DISCLAIMERS: Except as may otherwise be expressly set forth herein, neither DDXBIZ nor Third-Party Licensors make any representations or warranties, express or implied, with respect to the Licensed Products, Services, Third-Party Code or Third-Party Tools, including but not limited to, the implied warranties of title, merchantability, fitness for a particular purpose and non-infringement. Any Trial Licenses, Non-commercial Licenses and SDKs are provided on an "as-is" basis. DDXBIZ disclaims any and all liability for Third-Party Code, and Third-Party Tools. Neither DDXBIZ nor Third-Party Licensors make any representations or warranties, express or implied, with respect to the accuracy, reliability or completeness of the Licensed Products, Third-Party Code or Third-Party Tools. Except as expressly set forth herein, the entire risk as to the use of the Licensed Products, Third-Party Code and Third-Party Tools is assumed by You. You acknowledge that in entering into this Agreement, You have not relied on any promise, warranty or representation not expressly set forth in this Agreement.

12. LIMITATION OF LIABILITY:

12.1 In no event shall You, DDXBIZ or Third-Party Licensors be liable regardless of the cause, for any special, indirect, incidental, consequential, exemplary or punitive damages; loss of goodwill, profits, business opportunity, anticipated savings, or data; work stoppage; or computer failure or malfunction, even if the affected party has been advised of the possibility of such damages, and whether the same arise in contract, tort (including negligence) or otherwise.

12.2 DDXBIZ's entire liability for claims or obligations arising under or related to this Agreement shall not exceed the license fees paid and/or payable by You in the twelve-month period prior to the events giving rise to the claim or obligation.

13. INDEMNIFICATION:

13.1 INDEMNIFICATION BY DDXBIZ: DDXBIZ will defend any action, claim, demand, or suit brought by a third party against You, Your Affiliates and the respective officers, directors, employees, agents, successors, and assigns of You or Your Affiliates ("Licensee Parties") that is based on a claim alleging a Licensed Product as supplied by DDXBIZ to You infringes or misappropriates such third party's U.S. issued patent, or any trademark, trade secret right or copyright (an "Infringement Claim") and DDXBIZ will indemnify and hold harmless the Licensee Parties for any damages and costs (including reasonable attorneys' fees) finally awarded against Licensee Parties by a court of competent jurisdiction for the Infringement Claim. DDXBIZ's indemnity obligation under this Section 13.1 shall not apply: (i) if the Licensed Product(s) is modified by any party, other than DDXBIZ; (ii) if the Licensed Product(s) is customized in accordance with written specifications provided by You; (iii) if the Licensed Product(s) is combined with products or processes not provided by DDXBIZ; (iv) to any unauthorized use of the Licensed Product(s); (v) to any unsupported release of the Licensed Product(s) or if You fail to install an Update provided by DDXBIZ that could have avoided the actual or alleged Infringement Claim; (vi) to systems,

output, analytics applications, algorithms or other applications or programming built or created by or on behalf of You through or as a result of use of the Licensed Product; or (vii) if You settle or make any admissions with respect to an Infringement Claim without DDXBIZ's prior written consent. If an Infringement Claim is brought or threatened, DDXBIZ may, at its sole option and expense, use commercially reasonable efforts to either (i) procure a license that will protect You against such Infringement Claim without cost to You; (ii) modify or replace all or portions of the Licensed Product as needed to avoid infringement, such update or replacement having substantially similar or better capabilities; or (iii) if (i) and (ii) are not commercially feasible, terminate this Agreement and any applicable Order Form(s) and refund to You a pro-rata refund of the license fees paid under such applicable Order Form(s) for the terminated portion of the term of such Order Form(s). The rights and remedies granted to You under this Section 13 state DDXBIZ's entire liability, and Your exclusive remedy, with respect to any third-party claim of intellectual property infringement.

13.2 INDEMNIFICATION BY you: You will defend any action, claim, demand, or suit brought by a third party against DDXBIZ, its Affiliates, the respective officers, directors, employees, agents, successors, and assigns of DDXBIZ or any DDXBIZ Affiliate ("DDXBIZ Parties") that is based on (i) Your use, alteration, application or disclosure of the Licensed Products or Syndicated Data in violation of this Agreement or applicable Law; or (ii) any Licensee-Sourced Data or any Output or Results generated by You or the use thereof, and You will indemnify and hold harmless the DDXBIZ Parties for any damages and costs (including reasonable attorneys' fees) finally awarded for such claims.

13.3 INDEMNIFICATION PROCEDURES: In order to seek and receive indemnification under this Agreement, the indemnified party must: (i) give prompt notice to the indemnifying party of the indemnifiable event; (ii) grant authority to the indemnifying party to defend or settle any related action or claim, provided that the indemnifying party will not enter into any settlement that would diminish the rights of the indemnified party or that includes an admission of fault or wrongdoing or the payment of money by the indemnified party; and (iii) provide, at the indemnifying party's expense, information, cooperation and assistance to the indemnifying party as may be reasonably necessary for the indemnifying party to defend or settle the claim or action. An indemnified party may participate, at its own expense, in any defence.

14. GENERAL:

14.1 ENTIRE AGREEMENT; SURVIVAL: This Agreement represents our entire understanding and agreement regarding the Licensed Products, Syndicated Data, Third-Party Code and Third-Party Tools, and supersedes any prior purchase order, communication, advertising, or representation between You and DDXBIZ and/or any Reseller. To the extent there is any conflict between the terms of this Agreement and an Order Form, the terms of the Order Form shall take precedence. No provision of any purchase order or other business form, including any electronic invoicing portals and vendor registration processes, employed by You will supersede the terms and conditions of this Agreement (even if after the date of this Agreement or any Order Form), and any such document shall be for administrative purposes only and shall have no legal effect. Any Order Form not terminated concurrently with the termination of this Agreement shall survive until such Order Form expires or terminates by its own terms. The termination of this Agreement but not all issued and outstanding Order Form(s) shall prevent any new Order Forms from being executed by the parties. DDXBIZ may make changes to this Agreement and will make a such version available on the website where the Licensed Product is made available, and You agree to be bound by this Agreement, as amended. The provisions of Sections 1, 3, 6 and 8 through 14 shall survive any termination of this Agreement.

14.2 SEVERABILITY: If any provision of this Agreement shall be unlawful, void or for any reason unenforceable, that provision shall be enforced only to the extent permissible by applicable Law and otherwise deemed severable from and shall in no way affect the validity or enforceability of, the remaining provisions.

14.3 ANTI-CORRUPTION: You confirm You have not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an DDXBIZ employee, agent or partner in connection with this Agreement. In case You have knowledge of any violation of the above restriction, You will promptly notify DDXBIZ.

14.4 PUBLICITY: DDXBIZ may identify You as a customer of DDXBIZ and use Your name and logo in any of its advertising or marketing materials (including any press release or statement) solely in connection with such identification. You can retract the foregoing permission by submitting a written request via email to loqo.optout@ddxbiz.com.

14.5 GOVERNING LAW; CONTRACTING ENTITY: This Agreement, including any claims or disputes arising from or related to this Agreement, shall be governed by and construed in accordance with the laws of Hong Kong, without regard to its conflict of law principles. The Licensed Products, including all intellectual property rights, are owned by DDX Business Solutions Limited, a Hong Kong corporation. Any disputes arising under this Agreement shall be subject to the exclusive jurisdiction of the courts of Hong Kong.

14.6 ASSIGNMENT: This Agreement bind and inure to the benefit of each party's permitted successors and assigns. You may not assign this Agreement or any of its rights or obligations granted hereunder, including by operation of Law, Without the prior written consent of DDXBIZ, which shall not be unreasonably withheld or delayed. Any attempt to transfer or assign this Agreement without such written consent will be null and void. DDXBIZ may assign this Agreement to any Affiliate or in connection with a merger, reorganization, acquisition or other transfer of all or substantially all of DDXBIZ's assets or voting securities.

14.7 RESELLER SALES: If You acquired the Licensed Products through an DDXBIZ authorized reseller, partner, or original equipment manufacturer of DDXBIZ products (each, a "Reseller"), You acknowledge that (i) payment and delivery terms for the Licensed Products must be established separately and independently between You and Reseller, (ii) this Agreement constitutes the entire agreement between You and DDXBIZ regarding the license rights for the Licensed Products and the obligations of DDXBIZ as set forth herein and is controlling; (iii) the terms and conditions of any purchase order or any other agreement between You and Reseller are not binding on DDXBIZ; (iv) Reseller is not authorized to alter, amend or modify the terms of this Agreement or to otherwise grant any license or other rights or any obligations relating in any way to the Licensed Products; and (v) Your non-payment of any amount due to a Reseller or any other relevant third party relating to its licensed rights under this Agreement shall constitute a basis for DDXBIZ's termination of this Agreement. You further acknowledge that DDXBIZ makes no representation or warranty, nor incurs an obligation with respect to, with regard to any services or other products provided by any Reseller, or any actions or failures to act by any Reseller.

14.8 COMPLIANCE: upon DDXBIZ's reasonable request, You shall certify in a signed writing that Your use of the Licensed Product is in compliance with the terms of this Agreement.

14.9 NOTICES: Any notice hereunder shall be in writing and emailed to general.counsel@ddxbiz.com. Notices shall be deemed given: (i) upon receipt confirmed by email delivery; or (ii) upon receipt if acknowledged.

14.10 NO WAIVER: None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of either party, its agents, or employees, but only by an instrument in writing signed by an authorized signatory of a party.

14.11 FORCE MAJEURE: Neither party shall be liable to the other for any delay or failure to perform any obligation under this Agreement (except for a failure to pay fees) if the delay or failure is due to unforeseen events that occur after the signing of this Agreement and which are beyond the reasonable control of the parties, such as strikes, blockade, war, terrorism, riots, natural disasters, in so far as

such an event prevents or delays the affected party from fulfilling its obligations and such party is not able to prevent or remove the force majeure at reasonable cost.

14.12 LANGUAGE: Regardless of any language into which this Agreement may be translated, the official, controlling and governing version of this Agreement shall be exclusively the English language version.

14.13 THIRD PARTY RIGHTS: Unless expressly provided in this Agreement, a person who is not a party to this Agreement shall not have any rights to enforce any term of this Agreement.

14.14 DISPUTE RESOLUTION AND ARBITRATION: In the event of any dispute, controversy, or claim arising out of or relating to this Agreement, the parties shall first attempt in good faith to resolve the matter by negotiation. If the dispute is not resolved within thirty (30) days of such negotiations, the parties agree to submit the dispute to binding arbitration in accordance with the rules of the Hong Kong International Arbitration Centre (HKIAC). The arbitration shall be conducted in English, and the decision of the arbitrator shall be final and binding on the parties. Each party shall bear its own costs of arbitration unless otherwise determined by the arbitrator. Nothing in this section shall prevent either party from seeking injunctive relief in a court of competent jurisdiction.