



DATASTREAMER

Datastream Customer Agreement

This AGREEMENT (“Agreement”) is by, and between, Datastreamer SEZC, located at 90 N Church St., George Town, Grand Cayman, KY-9012, Cayman Islands, and you, the Client. The effective date (“Effective Date”) of this Agreement shall be the date of the last signature set forth below.

1. APPOINTMENT

- 1.1. Grant of Rights. Subject to the terms set forth in this Agreement, Datastreamer hereby grants to Client a non-exclusive, non-transferable right to the Datastreamer services and products in the Datastreamer Platform. The Client shall not grant any license for the Products except as specifically permitted by this Agreement and their respective platform tiers. Each Product licensed is for the express use of the Client, and for the Client to provide their service to their individual customers (“End Users”) and must follow the “Datastreamer Terms of Service” (<https://www.datastreamer.io/master-terms-of-service/>).
- 1.2. Reservation of Rights. The rights and licenses granted under this Agreement are only as expressly set forth herein. No other license or right is or will be deemed to be granted, whether by implication, estoppel, inference or otherwise, by or as a result of this Agreement or any conduct of either party under this Agreement. Datastreamer shall retain all right, title, and interest (including all intellectual property rights) in, to, and under the Products. Except as explicitly permitted in this Agreement, Client shall not distribute, lease, rent, grant a security interest in, assign, or otherwise transfer a Product.

2. TERM

- 2.1. The initial term of this Agreement is one (1) year from the Effective Date. This Agreement will automatically renew for successive one (1) year terms unless either

party provides written notice of termination no less than thirty (30) days prior to the anniversary date.

3. PRODUCT AVAILABILITY & REPORTING

- 3.1. Product Availability. Products shall be made available for order by Client and End Users of the Client through an account executive designated by Datastreamer. Datastreamer shall provide Client with sixty (60) days prior written notice of Product discontinuance including alternatives and cessation of Product production. Datastreamer agrees to provide information regarding new Products, price changes, Product changes, or Product discontinuance in an electronic format.
- 3.2. New Product Availability. Datastreamer shall provide Client with new Product development and Product revisions information prior to notification of new Product announcements or introductions. Datastreamer shall notify Client of new Product or Product revisions introduction at least sixty (60) days prior to marketplace introduction and shall make such Product available for distribution by Client no later than the date it is first offered for sale in the marketplace.

4. PRICING

- 4.1. Pricing. Upon at least forty-five (45) days prior written notice to the Client, Datastreamer, in its reasonable discretion, may change the prices of Products and Services from time to time.
- 4.2. Product Terms of Service. Datastreamer product terms shall be as set out in <https://www.datastreamer.io/master-terms-of-service/>.

5. TRADEMARK USE

- 5.1. Use and Ownership of Marks. Each party recognizes the other party's ownership and title to its respective trademarks, service marks and trade names whether or not registered (collectively "Marks"). Client may not use Datastreamer' Marks or Datastreamers' Marks in advertising, promotion, and publicity of the Product without the express written consent of Datastreamer. Neither party shall acquire any rights in Marks of the other nor will it act to impair the rights of the other party in and to such Marks.
- 5.2. Marks Guidelines. Any consent to use Marks will be conditioned upon compliance with the most current guidelines for use of Marks. Upon request by the other party, the party owning Marks shall provide Marks guidelines (or equivalent guidance) to the other. Any unauthorized modification to Marks is expressly prohibited.

6. WARRANTIES & COVENANTS

- 6.1. Warranties & Covenants of Client. Client represents, warrants and covenants to Datastreamer that:
- 6.1.1. it has full power, right and authority to enter into this Agreement;
 - 6.1.2. the performance of the terms of this Agreement and of Client's obligations hereunder does not breach any agreement by which Client is bound;
 - 6.1.3. it shall not use any name or trademark confusingly similar to or undertake any other action that will interfere with or diminish Datastreamer's right, title or interest in, any Product trademark(s) or trade names(s).
 - 6.1.4. it agrees to allow Datastreamer, at its discretion, to use it's name, trademarks and trade name to identify it as a Client of Datastreamer on Datastreamer' Website, and for use in Datastreamer' corporate, promotional and marketing materials, provided that Datastreamer shall seek its prior written approval (not to be unreasonably withheld or delayed) prior to each such use;
 - 6.1.5. it shall not, and shall not permit or suffer an End User to, reverse engineer, decompile, disassemble, modify, translate, make any attempt to discover the source code of a Product, or in any other manner decode a Product;
 - 6.1.6. it shall not, and shall not permit or suffer an End User to, modify or create any derivatives of the Products or merge all or any part of the Products with another program;
 - 6.1.7. it shall promptly notify Datastreamer of any suspected or known violation of any End User Agreement or of any suspected or known infringement or misappropriation of any intellectual property rights in the Product and Client shall provide commercially reasonable assistance in verifying the facts surrounding such suspected or known violations, infringements or misappropriations;
 - 6.1.8. it shall follow good proprietary rights practices and procedures to protect Datastreamer's rights, including those practices and procedures that may be reasonably required by Datastreamer and its suppliers;
 - 6.1.9. it shall make no representation or warranties, or any express or implied warranty to third parties (including, without limitation, to any End Users), on behalf of Datastreamer, other than on the terms set out in this Agreement;
 - 6.1.10. it shall comply with all applicable laws and regulations of governmental bodies or agencies in performing its obligations under this Agreement, including the payment of all applicable sales tax and indemnify Datastreamer from and against any taxes, duties, tariffs or other assessments levied by or on behalf of any jurisdiction having jurisdiction over Client in respect to such matters including the payment of any withholding tax on payments to be made by Client to Datastreamer pursuant to this Agreement.
- 6.2. Warranties & Covenants of Datastreamer. Datastreamer represents, warrants and covenants to Client that:
- 6.2.1. it has full power, right and authority to enter into this Agreement;

- 6.2.2. the performance of the terms of this Agreement and of Datastreamer' obligations hereunder does not breach any agreement by which Datastreamer is bound;
- 6.2.3. the Products do not contain any virus or any other disabling devices;
- 6.3. Exclusions. Except as expressly stated in this Agreement, there are no warranties or conditions (whether implied or arising by statute or otherwise in law or from a course of dealing or usage of trade) for the Products or Services. LICENSOR DISCLAIMS ALL STATUTORY OR IMPLIED WARRANTIES AND CONDITIONS INCLUDING WITHOUT LIMITATION THE CONDITIONS AND/OR WARRANTIES OF MERCHANTABILITY, MERCHANTABLE QUALITY, NON-INFRINGEMENT OR FITNESS FOR ANY PURPOSE, PARTICULAR, SPECIFIC OR OTHERWISE. Datastreamer does not warrant that the functions contained in the Product will meet Client's or its customers requirements or that the operation of the Product will be uninterrupted or error-free.

7. LIMITATION OF LIABILITY

- 7.1. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOST PROFITS OR BUSINESS, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER BASED IN CONTRACT OR TORT (INCLUDING NEGLIGENCE, STRICT LIABILITY OR OTHERWISE) WHETHER OR NOT EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL LICENSOR (INCLUDING ITS AFFILIATES, SUBCONTRACTORS, AGENTS, LICENSORS, SUPPLIERS, DIRECTORS OR EMPLOYEES) LIABILITY UNDER THIS AGREEMENT TO Client., REGARDLESS OF THE BASIS OF LIABILITY OR THE FORM OF ACTION (INCLUDING FUNDAMENTAL BREACH, TORT, NEGLIGENCE, MISREPRESENTATION, OR OTHER CONTRACTUAL OR TORT CLAIM), EXCEED TOTAL PAYMENTS MADE BY THE Client TO LICENSOR IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT OR EVENTS GIVING RISE TO THE LIABILITY.

8. GENERAL PROVISIONS

- 8.1. Confidentiality.
 - 8.1.1. Either party may disclose to the other information in connection with its performance hereunder which it deems to be confidential and proprietary. Such information, which is originated by the disclosing party (the "Owner") or is within the special knowledge of such party shall, if in documentary form and conspicuously marked "confidential" at the time of disclosure, be considered to be confidential and proprietary ("Confidential Information"). If such information is not marked and in documentary form when disclosed, but is thereafter

reduced to a writing and forwarded to the other party within ten (10) days of the date of initial visual or oral disclosure and marked "confidential", it shall, effective from the time of initial disclosure be considered ("Confidential Information"). Notwithstanding, however, the presence or absence of a marking as indicated above, Confidential Information shall include all information, regardless of the form in which it is transmitted, relating to the Owner's (or another party whose information Owner has in its possession under obligations of confidentiality) past, present or future research, development or business plans, operations or systems (including, without limitation, the terms and conditions of this Agreement, studies or reports, software, memoranda, drafts and other information in either tangible or intangible form).

- 8.1.2. For a period of two (2) years from the date of disclosure to the party receiving the Confidential Information (the "Recipient"), Recipient shall not disclose any Confidential Information it receives from Owner to any person, firm or corporation except: (i) employees of Recipient and its affiliated companies who have a need to know and who have been informed of Recipient's obligation hereunder; (ii) contractors or consultants under contract to Recipient who have a need to know, who have been informed of Recipient's obligations hereunder, and who have agreed in writing not to disclose Confidential Information for a period not shorter than the nondisclosure period provided above; and (iii) as provided in subparagraph (c) below. Recipient shall use the same degree of care, but in no case less than reasonable care, to avoid disclosure of such Confidential Information as Recipient uses with respect to its own Confidential Information of like importance.
- 8.1.3. Information shall not be deemed confidential or proprietary for purposes of this Agreement, and Recipient shall have no obligation with respect to any such information, which: (i) is already known to Recipient at the time of its disclosure; (ii) is or becomes publicly known through no wrongful act of Recipient; (iii) is received from a third party without similar restrictions and without breach of this Agreement; (iv) is independently developed by Recipient; or (v) is lawfully required to be disclosed to any government agency or is otherwise required to be disclosed by law.
- 8.1.4. All Confidential Information disclosed by Owner to Recipient pursuant to this Agreement in tangible form (including, without limitation, information incorporated in computer software) shall be and remain in the property of Owner, and all such Confidential Information shall be promptly returned to Owner or certified as destroyed, as the Owner may so designate, upon written request.
- 8.1.5. Neither party shall be liable for any errors or omissions in the Confidential Information or for the use or the results of use of Confidential Information. ANY AND ALL INFORMATION DISCLOSED UNDER THIS AGREEMENT IS PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, AND DISCLOSURE HEREBY DISCLAIMS ALL STATUTORY OR IMPLIED WARRANTIES AND CONDITIONS INCLUDING WITHOUT LIMITATION THE CONDITIONS AND/OR WARRANTIES OF MERCHANTABILITY, MERCHANTABILITY OR FITNESS FOR ANY PURPOSE, PARTICULAR, SPECIFIC OR OTHERWISE.

- 8.2. Currency. All references in this Agreement or any P.O. to dollars, unless otherwise specifically indicated, are expressed in United States currency.
- 8.3. Independent Contractors. Each party shall be considered an independent contractor. The relationship between the parties shall not be construed to be that of employer and employee, nor constitute a partnership, joint venture or agency of any kind. Neither party shall have any right to enter into any contracts or commitments in the name of, or on behalf of, the other party, or to bind the other party in any respect whatsoever.
- 8.4. Notices. Any legal notices which either party may desire to give the other party must be in writing and may be given by (i) personal delivery to an officer of the party, (ii) by mailing the same by registered or certified mail, return receipt requested, or via nationally recognized courier services to the party at the address of such party as set forth in your Portal Registration, or such other address as the parties may hereinafter designate, and (iii) by facsimile subsequently to be confirmed in writing pursuant to item (ii) herein.
- 8.5. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of Cayman Islands applicable therein, and each of the parties hereto irrevocably attorns to the exclusive jurisdiction of the courts of Cayman Islands without regard to conflicts of laws principles. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.
- 8.6. Force Majeure. Neither party shall be responsible for its failure to perform to the extent due to unforeseen circumstances or causes beyond its control, including but not limited to acts of God, wars, terrorism, riots, embargoes, acts of civil or military authorities, fires, floods, accidents, or strikes (each a "Force Majeure Event"), provided that such party gives the other party prompt written notice of the failure to perform and the reason therefore and uses its reasonable efforts to limit the resulting delay in its performance.
- 8.7. Compliance. Client shall comply with all applicable provincial, state, federal, and where applicable, country specific rules and regulations and shall indemnify Datastreamer in the event of any violations thereof.
- 8.8. Export and Bribery. Client agrees to conform to, and abide by, the economic sanctions and export laws and regulations of Canada and the United States, including but not limited to, the US Export Administration Act of 1979 as amended and its implementing regulations. Client agrees to adhere to the provisions of the US Foreign Corrupt Practices Act and similar legislation applicable in any territory in which the Client's End Users reside. Client has not made, and will not make, any direct or indirect payment, offer to pay, or authorization to pay, any money, gift, promise to give, or authorization of the giving, of anything of value to any government official or politician, or the immediate family of any such official or politician, for the purpose of influencing an act or decision of the government or such individual in order to assist, directly or indirectly, in obtaining or retaining business, or securing an improper advantage.
- 8.9. Media Releases. Except for any announcement intended solely for internal distribution by either party or any disclosure required by legal, accounting, or regulatory requirements, all media releases, public announcements, or public disclosures, including but not limited to promotional or marketing material, by either party or its employees or agents relating to this Agreement or its subject matter, or including the Marks of the other party or any affiliate of such party, shall be coordinated with and approved in writing by the other party prior to the release thereof.

- 8.10. Construction. The parties to this Agreement and their counsel have reviewed and revised this Agreement and the normal rule of construction that any ambiguities in the Agreement are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.
- 8.11. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 8.12. Section Headings. Section headings in this Agreement are for convenience only, and shall not be used in construing the Agreement.
- 8.13. Severability. If any provision of these terms and conditions shall be held to be invalid, illegal or unenforceable, such provision shall be enforced to the fullest extent permitted by applicable law and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- 8.14. No Implied Waivers. If either party fails to require performance of any duty hereunder by the other party, such failure shall not affect its right to require performance of that or any other duty thereafter. The waiver by either party of a breach of any provision of this Agreement shall not be a waiver of the provision itself or a waiver of any breach thereafter, or a waiver of any other provision herein.
- 8.15. Binding Effect: Assignment. Client shall not assign this Agreement without the express written consent of Datastreamer, in its sole discretion. Any assignment by Client of any rights under this Agreement without the express written consent of Datastreamer shall not be binding upon Datastreamer and shall not relieve Client from any liability or obligation under this Agreement. In the event of assignment in accordance with this Section, Client shall be liable, jointly and severally with any assignee, for any liabilities and obligations incurred by such assignee hereunder to the same extent as if such liabilities and obligations had been incurred by Datastreamer. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
- 8.16. Termination. Either party may terminate this Agreement with written notice if the other party: materially breaches any term of this Agreement and fails to cure within fifteen (15) days after written notification of such breach; or ceases to conduct business in the normal course, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, or avails itself of or becomes subject to any proceeding under any Bankruptcy Act or any other federal or state statute relating to insolvency or the protection of rights of creditors.
- 8.17. Survival. Unless a provision setting forth the rights or obligations of a party hereunder is expressly terminated pursuant to the specific language of the provision, the parties acknowledge and agree that all rights and obligations set forth herein, which by their nature or operation are considered material, shall survive termination of this Agreement.

8.18. Entirety. This Agreement constitutes the entire agreement between the parties regarding its subject matter. This Agreement supersedes any and all previous proposals, representations or statements, oral or written. Any previous agreements between the parties pertaining to the subject matter of this Agreement are expressly terminated. The terms and conditions of each party's purchase orders, invoices, acknowledgments, confirmations or similar documents shall not apply to any order under this Agreement, and any such terms and conditions on any such document are objected to without need of further notice or objection. Any modifications to this Agreement must be in writing and signed by authorized representatives of both parties.