

**IVIX SOFTWARE END USER LICENSE AGREEMENT**

***Last Revised on March 10, 2026***

This End User License Agreement (together with any Exhibits attached hereto, this “**Agreement**”) is made by and between IVIX Tech Inc. a company incorporated under the laws of Delaware, having offices at 488 Madison Avenue, Suite 1103 New York NY 10022 (“**IVIX**”); and the person or entity (i) identified as such in the Order Form to which this Agreement is attached or that references the Agreement, or (ii) otherwise accepts this Agreement in relation to its use of and access to the Services (“**Licensee**”). This Agreement applies to the Solution provided to you (“**you**” or “**your**”) for use by Licensee directly from IVIX or, if applicable, indirectly from a third party licensed and authorized to distribute the Services (each an “**IVIX Partner**”).

Whereas, IVIX has developed, and owns or obtained the required license to all rights and title to its proprietary innovative tax evasion and financial crime discovery solution (the “**Solution**”), through which IVIX provides its customers with certain services aimed at assisting and facilitating with detecting and identifying tax evasion or other financial crime (the “**Solution Service**”), and at providing insights and feedback concerning such matter (the “**Output**”) through use of Applicable Data Sets (as defined below). IVIX offers its customers to purchase, either directly from IVIX or indirectly from an IVIX Partner, a license and right to use and/or access the Solution, and thereby receive the Solution Services and also certain additional services (the Solution, Output, Solution Services, and any other services made available to Licensee hereunder, together with any related documentation, respectively the “**Services**”). The types, quantities and other usage attributes related to your access to the Services are described in another document or a quotation issued by IVIX or an IVIX Partner (the “**Order Form**”). IVIX’s Affiliates (each an “**IVIX Affiliate**”) may enter into an Order Form with Licensee. In such event, for purposes thereof: (a) the IVIX Affiliate will be considered “IVIX” as that term is used herein and therein (and IVIX will not be responsible for any act or omission of any IVIX Affiliate); (b) the terms and conditions of this Agreement and the relevant Order Form shall apply only to such IVIX Affiliate; and (c) such IVIX Affiliate shall be the only entity liable for its obligations to Licensee thereunder, and IVIX and IVIX’s other Affiliates shall not be jointly or severally liable for such IVIX Affiliate’s obligations to Licensee thereunder.

**IVIX PROVIDES THE SERVICES SOLELY ON THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT AND ON THE CONDITION THAT LICENSEE ACCEPTS AND COMPLIES WITH THEM. BY DOWNLOADING, ACCESSING OR USING THE SERVICES, BY SIGNING A QUOTE OR AN ORDER FORM THAT REFERENCES THIS AGREEMENT, OR CLICKING “ACCEPT” OR “AGREE”, CHECKING A BOX INDICATING ACCEPTANCE, OR OTHERWISE AFFIRMATIVELY INDICATING ASSENT TO THIS AGREEMENT, YOU ACKNOWLEDGE THAT YOU (A) HAD THE OPPORTUNITY TO REVIEW AND ACCEPT THIS AGREEMENT AND AGREE THAT LICENSEE IS LEGALLY BOUND BY ITS TERMS; AND (B) REPRESENT AND WARRANT THAT (I) YOU ARE OF LEGAL AGE TO ENTER INTO A BINDING AGREEMENT, AND (II) YOU HAVE THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF LICENSEE AND BIND LICENSEE TO ITS TERMS. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, IVIX WILL NOT AND DOES NOT LICENSE THE SERVICES TO LICENSEE AND YOU MUST NOT USE THE SERVICES.**

**SECTION 13 CONTAINS AN ARBITRATION CLAUSE AND CLASS ACTION WAIVER. BY AGREEING TO THE TERMS OF THIS AGREEMENT, YOU AGREE (A) TO RESOLVE ALL DISPUTES (WITH LIMITED EXCEPTION) RELATED TO THIS AGREEMENT THROUGH BINDING INDIVIDUAL ARBITRATION, WHICH MEANS THAT YOU WAIVE ANY RIGHT TO HAVE THOSE DISPUTED DECIDED BY A JUDGE OR JURY, AND (B) TO WAIVE YOUR RIGHT TO PARTICIPATE IN CLASS ACTIONS, CLASS ARBITRATIONS, OR REPRESENTATIVE ACTIONS, AS SET FORTH BELOW.**

**1. DEFINITIONS.**

- “**Affiliate**” means any entity which controls, is controlled by or is under common control with either of the parties, whether by ownership or management. Any entity shall be deemed to “control” another entity if it owns directly or indirectly more than 50% of the

outstanding voting securities or capital of another entity or other comparable equity with respect to an entity other than a company.

- **“Documentation”** means the instructions, user guides, manuals and release notes that are generally provided by IVIX to its customers, in printed and/or electronic form, that describe the installation, operation, use or technical specifications of the Solution. Unless the Documentation is separately referred to herein, all references in this Agreement to the Solution and/or Services shall include the Documentation.
- **“Solution”** means the Solution (as defined above) together with all Updates and Upgrades thereto (to the extent made available to Licensee hereunder), for which Licensee has purchased a subscription or license as set forth in the Order Form(s).
- **“Updates”** means any unspecified updates, service patches, or releases made to the Solution from time to time which are generally made available by IVIX to its Licensee’s at no additional costs.
- **“Upgrades”** any new version of the Solution, service patches, or releases thereof which includes material new features and/or new capabilities beyond the existing scope of the features and/or capabilities of the Solution.
- **“User”** means Licensee’s individual employees, agents, contractors, consultants, suppliers or other individuals who are authorized under the applicable Order Form to use the Services.

## 2. RIGHTS TO USE; RESTRICTIONS ON USE

2.1 The type, scope and deployment mode of the subscription or license for the use of the Services (**“Subscription”**) are determined in the Order Form and shall include the contemplated period of the permitted use and access to the Solution (the **“Subscription Period”**). If Licensee wishes to extend the Subscription Period or increase its scope, purchase of additional Subscription Periods and capacity is required.

2.2 Subject to payment of the Subscription Fees pursuant to the applicable Order Form, use of the Services shall be enabled, and shall be accessible by Licensee, either through cloud or on-prem deployment, as set forth in the Order Form.

2.3 Subject to payment of Subscription Fees pursuant to the applicable Order Form, IVIX hereby grants Licensee a limited, revocable, nonexclusive, non-transferable and non-assignable right during the Subscription Period, to access and use the Services as made available by IVIX in accordance with the scope and capacity set forth in the applicable Order Form, solely for the purpose of supporting its tax evasion and financial crime detection use case stated in the Order Form (the **“Purpose”**), all in accordance with the terms and conditions set forth hereof and in the Order Form.

2.4 **Additional Rights and Restrictions.** The Licensee agrees that it will not, and will not permit others to: (i) use the Solution or Solution Services for any purpose other than the Purpose or at any location, network, capacity or deployment, other than as made available by IVIX and as expressly permitted hereunder and under the applicable Order Form; (ii) use the Solution or Solution Services or any part thereof for provision of services which are competitive with the Solution or Solution Services, or which essentially make the Solution or Solution Services, their functionality or any part thereof available to third parties, including without limitation as a managed service or otherwise offer for sale, lease, license commercialize, transfer, distribute or otherwise dispose of the Solution Services or of its rights to access and use the Solution; (iii) modify, translate, emulate, convert to another programming language, reverse engineer, decompile, debug, reproduce in any form or disassemble, make derivatives works of all or any part of the Solution or the Solution Services, or derive source code, techniques, algorithms or processes from the Solution or Solution Services, nor attempt to do any of the foregoing; and (iv) use the Solution or Solution Services, or the results of its assessment of the Solution Services for its own competing development activities or otherwise disclose

such results and conclusions to any third parties; (v) test or use the Solution Services in connection with any benchmark tests or any other tests or comparisons of which the results are to be published in any form or media; (vi) represent that Licensee possess any proprietary interest in the Solution or Solution Services; (viii) directly or indirectly, take any action to contest IVIX's intellectual property rights in or in connection to the Solution or Solution Services or related services or infringe them in any way.

**2.5 Marks and Use of IVIX's Name.** This Agreement does not grant Licensee any rights to IVIX's trademarks or service marks. The Licensee will not remove or modify any Services markings or any notice of IVIX's proprietary rights.

**2.6 Transfer to a Third Party.** The rights granted to Licensee in this Agreement may not be assigned or transferred by Licensee to a third party, without IVIX's prior written consent. IVIX may assign or transfer (i) its rights to receive money under this Agreement and any applicable Order Form to any third party without limitation subject only to prompt written notice to Licensee, and (ii) any and all other rights and obligations and undertakings hereunder to any IVIX Affiliate or in connection with a sale or transfer of all or substantially all of IVIX's assets, stock or business by sale, merger, consolidation, or similar transaction. Any purported assignment or transfer in violation of this section shall be void.

**2.7 Open Source and Third-Party Software.** The Solution may contain components of open source software, which are governed by their applicable license terms as shall be made available to you as part of the Documentation. Open source software that is delivered as part of the Solution are included in the warranties and support commitments applicable to the Solution, *provided* they are not removed or used separately from the Solution and that your use of the Solution is as permitted and is in compliance with this Agreement (including any Order Form).

**3. FEES.** Licensees shall pay the amount of fees due for the Subscription and Services as set forth in the Order Form (the "Fees").

#### **4. SUPPORT AND MAINTENANCE; PROFESSIONAL SERVICES.**

**4.1** Where specifically stated in the Order Form, IVIX shall provide the support and maintenance services stated in a Service Level Agreement attached to the Order Form ("**Support Services**").

**4.2** Unless otherwise expressly indicated in the Order Form, the Support Services do not include, however, any configuration, installation, integration, customization or other services ("**Professional Services**") with respect to the Solution, not expressly provided in the Support Services. If Licensee desires to receive any Professional Services with respect to the Solution, such Professional Services shall be governed by a separate Order Form and statement of work to be agreed upon in writing between the parties hereto.

#### **5. DISCLAIMER**

**5.1** THERE ARE NO REPRESENTATIONS OR WARRANTIES OFFERED UNDER OR PURSUANT TO THIS AGREEMENT, AND ALL REPRESENTATIONS AND WARRANTIES, IF ANY, ARE AS SET FORTH IN AN ORDER FORM. IT IS AGREED AND ACKNOWLEDGED THAT (I) THE SERVICES INCLUDE A COMPLEX COMPUTER SOFTWARE THE PERFORMANCE OF WHICH WILL VARY INTER-ALIA DEPENDING ON THE LICENSEE'S HARDWARE PLATFORM, SOFTWARE INTERACTIONS, NETWORK, THE CONFIGURATION OF THE SOLUTION AND OTHER FACTORS WHICH ARE NOT CONTROLLED BY IVIX AND THAT EXCEPT FOR THE WARRANTIES SET FORTH IN AN ORDER FORM, THE SERVICES AND THE DOCUMENTATION ARE PROVIDED "AS IS", AND IVIX EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY CONCERNING USE, PERFORMANCE, ACCURACY, FITNESS FOR PURPOSE, OR RESULTS OF THE SERVICES, AND IVIX DOES NOT WARRANT OR GUARANTEE THAT THE SERVICES WILL MEET LICENSEE'S REQUIREMENTS, THAT THE SERVICES WILL OPERATE ERROR-FREE, THAT LICENSEE'S USE OF THE SERVICES WILL BE UNINTERRUPTED, THAT IT WILL BE COMPATIBLE WITH ALL OF LICENSEE'S EQUIPMENT OR SOFTWARE CONFIGURATIONS OR THAT IVIX WILL CORRECT ALL ERRORS IN

THE SERVICES; AND (II) THE SERVICES ARE PROVIDED SOLELY AS A DECISION ASSISTING TOOL AND ANY OUTPUT AND IMPLEMENTATION BY LICENSEE OF THE SOLUTION SERVICE MUST BE VALIDATED BY LICENSEE PRIOR TO THEIR IMPLEMENTATION.

5.2 **Exclusive Remedies.** Notwithstanding anything in this Agreement or in an Order Form to the contrary, and unless otherwise expressly agreed between Licensee and IVIX, Licensee's exclusive remedy, and IVIX's entire and sole liability under this Agreement with respect to the Services, shall be to rectify, at its own expense, any material defects to the Services; provided that (i) Licensee has fully paid all applicable fees, (ii) Licensee is not otherwise in breach of this Agreement, and (iii) Licensee has reported in writing to IVIX the claimed failure as soon as reasonably possible after discovery. IVIX will have no obligation or liability under this Section 5 if the Services have been: (i) altered, modified, or serviced other than by IVIX; (ii) improperly installed or used in a manner other than as specified in the Documentation; or (iii) if Licensee violated the Subscription restrictions set forth under Section 2.4 hereto.

## 6. INTELLECTUAL PROPERTY; CONFIDENTIAL INFORMATION

6.1 **Intellectual Property.** No rights other than the license rights expressly granted hereunder, shall pass to the Licensee and nothing in this Agreement constitutes a waiver of IVIX's intellectual property rights under any law. Licensee acknowledges and agrees that as between Licensee and IVIX, the Solution, the Solution Services and the Documentation, including any corrections, modifications, enhancements, or derivatives works thereof, and Updates, and/or Upgrades thereto, are and shall at all times remain IVIX's exclusive property protected under copyright laws, patent law, and/or other laws and international treaties protecting intellectual property rights and trade secrets. Licensee will not knowingly do anything to impair IVIX's proprietary rights in the Solution or Solution Services or seek to acquire or register any rights in IVIX's proprietary marks, copyrights or information. In the event Licensee provides IVIX with suggestions, comments or other feedback relating to the Solution or Solution Services (collectively "**Feedback**"), whether such Feedback is provided or generated (as applicable) prior to, on or after the Effective Date of the applicable Order Form, such Feedback shall become the sole and exclusive property of IVIX and/or its Affiliates.

6.2 All Licensee proprietary data and information made available by the Licensee for processing and analysis by the Solution (the "**Licensee Data Sets**") including without limitation, Licensee's collection models (the "**Models**") and any Output produced by the Solution Services in the scope of the Services commissioned by Licensee, is and shall at all times remain the property of Licensee. Unless specifically authorized in this Agreement or in writing by the Licensee, and then only to the extent so authorized, IVIX shall not use the Licensee Data Sets in any manner whatsoever except as required to provide the Solution Services. In the event that Licensee includes in the Licensee Data Sets any personal and/or identifying information of any person, the processing of such data by IVIX shall be according to Section 7 hereto.

6.3 Licensee hereby authorizes IVIX and grants IVIX (i) a limited, non-exclusive and royalty-free right, for the Term only, to access, process and use Licensee Data Sets and Models on Licensee's behalf, for the sole purpose of providing the Services as contemplated hereunder, and (ii) a limited, non-revocable, perpetual, non-transferable, non-sub-licensable, non-exclusive, royalty-free right to use, any depersonalized anonymous or statistical data, which does not identify Licensee or any of its Users, which is derived or deduced by IVIX from Licensee's use of the Services pursuant hereto, for IVIX's research, development and internal uses.

6.4 **Confidential Information.** Prior to or during the Term, IVIX may, directly or indirectly, disclose certain Confidential Information (as defined below), whether in writing, oral form or in any other manner. For the purposes of this Agreement, "**Confidential Information**" means any and all information, data and know-how of a private, non-public or confidential nature, in whatever form, that relates to the business, financial condition, technology and/or products of IVIX, its Affiliates, customers, suppliers, or potential customers or suppliers, provided or disclosed to Licensee or which becomes known to Licensee, whether or not marked or otherwise designated as "confidential", "proprietary" or with any other legend indicating

its proprietary nature. By way of illustration and not limitation, Confidential Information includes all forms and types of financial, business, scientific, technical, or engineering information and know-how, including but not limited to in relation to the Solution and/or the Solution Services including the pricing terms of any Order Form. “**Confidential Information**” shall not include information or any matter that Licensee can demonstrate by written and dated evidence: (a) was already known to Licensee from a source other than IVIX prior to disclosure; (b) was independently developed by Licensee without use of, or reference to, the Confidential Information; (c) has become a part of the public knowledge, through no fault of, or breach of this Agreement by Licensee; (d) was lawfully received by Licensee from another person or entity having no confidentiality obligation to IVIX or its Affiliates; or (e) is explicitly approved in writing by IVIX for release by Licensee. Licensee shall treat all Confidential Information as strictly confidential, and except as expressly contemplated hereunder it shall: (a) not, directly or indirectly use or otherwise exploit Confidential Information for any other purpose other than for performing hereunder; (b) refrain, either by itself or through any third party, from analyzing or attempting to analyze the Confidential Information or any part of it, including by way of disassembly, decompiling or reverse engineering any samples, prototypes, software or other tangible objects, in order to determine the composition, design or specifications thereof; (c) not modify, create derivative works based, or emulate the functionality of any samples, prototypes, software or other tangible objects constituting Confidential Information; (d) protect and safeguard the Confidential Information against any unauthorized use, disclosure, transfer or publication with at least the same degree of care as it uses for its own confidential or proprietary information, but in no event using less than a reasonable degree of care; (e) restrict disclosure of the Confidential Information to those directors, officers, employees, agents, consultants, contractors, or representatives of itself or of its Affiliates (“**Representatives**”) who strictly have a need-to-know such Confidential Information to perform their duties; (f) advise such Representatives of their obligations to comply with the terms and conditions of this Agreement, and Licensee shall be liable for any acts or omissions of its Representatives as if performed by Licensee; and (g) notify IVIX immediately upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement. In the event that Licensee becomes legally compelled to disclose any of the Confidential Information, it will provide IVIX with prompt notice thereof so that IVIX may seek a protective order or other appropriate remedy against the disclosure, and in any event, will limit the disclosure to the greatest extent reasonably possible under the circumstances. Licensee acknowledges that a breach of this Section will cause irreparable damage to IVIX that cannot be calculated or that cannot be adequately compensated for by money damages and, accordingly, IVIX shall be entitled to seek injunctive relief under this Agreement, as well as such further relief as may be granted by a court of competent jurisdiction.

## **7. PRIVACY & INFORMATION SECURITY.**

7.1 IVIX and Licensee shall comply with all applicable privacy and data protection laws, including without limitation, if and as applicable the European Union's General Data Protection Regulation (2016/679) (“**GDPR**”), and any other applicable laws and regulations relating to the processing of “*Personally Identifiable Information*” (“**PII**”) (as such terms are defined in the GDPR) and privacy protection as amended from time to time that apply to them in connection with the Licensee Data Sets (“**Data Protection Laws**”). The Parties acknowledge that if and to the extent that the Licensee Data Sets and any public data designated by Licensee for IVIX to process for the purpose of provision of the Services to Licensee under this Agreement (“**Designated Data Sets**” and together with the Licensee Data Sets, the “**Applicable Data Sets**”) include PII (“**Data Set PII**”), then (i) IVIX shall be deemed a ‘*Data Processor*’ of Licensee with respect to the processing by IVIX of such Data Set PII, and (ii) Licensee shall be deemed a “*Data Controller*” (as such terms are defined by the GDPR) and (iii) at Licensee request, the Parties shall execute a Data Processing Agreement, in such form to be reasonably acceptable to both Parties, in such respect. Licensee represents and warrants that it is and shall be legally authorized to allow IVIX to process the Data Set PII in accordance herewith.

7.2 Without limiting the foregoing, and in addition to its confidentiality and security obligations as otherwise set forth in the Agreement, IVIX will, with respect to Data Set PII, use commercially reasonable

efforts to (i) ensure the security and confidentiality of such information or materials, (ii) protect against any anticipated threats or hazards to the security or integrity of such records, (iii) detect unauthorized access to or use of such records or information, and (iv) protect against unauthorized access to or use of such records or information that would result in harm to Licensee. The specific information security precautions used by IVIX are set forth in **Appendix A** below.

**8. INFRINGEMENT.** In the event of a claim that the Services infringe any third party patent copyright, or other intellectual property right, IVIX may, at its option and expense, either: (i) obtain for Licensee the right to continue to use the Services; (ii) replace the Services with a product with substantially equivalent functionality; or (iii) modify the Services so that it becomes non-infringing, while maintaining substantially equivalent functionality. If (i), (ii) or (iii) above are not commercially practical, then IVIX may elect to give Licensee a refund of prepaid fees on a prorated basis from the date the Services became unavailable for Licensee's use and IVIX shall be entitled to terminate this Agreement and any relevant Order Form.

**9. INDEMNIFICATION.** By entering into this Agreement and accessing or using the Services, you agree that you shall defend, indemnify and hold IVIX and its Affiliates harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) incurred by IVIX or its Affiliates arising out of or in connection with: (i) your violation or breach of any term of this Agreement or any applicable law or regulation; (ii) your violation of any rights of any third party; (iii) your misuse of the Services; and (iv) your negligence or willful misconduct. If you are obligated to indemnify IVIX or any of its Affiliates hereunder, then you agree that IVIX (or, at its discretion, the applicable Affiliate) will have the right, in its sole discretion, to control any action or proceeding and to determine whether IVIX wishes to settle, and if so, on what terms, and you agree to fully cooperate with IVIX in the defense or settlement of such claim.

**10. LIMITATION OF LIABILITY.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW:

10.1 IN NO EVENT SHALL IVIX OR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT DAMAGES (INCLUDING, WITHOUT LIMITATION, CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES, DAMAGES FOR LOST PROFITS OR REVENUES, BUSINESS INTERRUPTION, LOSS OF GOODWILL, COMPUTER FAILURE OR MALFUNCTION, LOSS OF DATA OR BUSINESS INFORMATION) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE THE SERVICES, SUPPORT SERVICES, OR PROFESSIONAL SERVICES, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH POSSIBILITY WAS REASONABLY FORESEEABLE.

10.2 IN NO EVENT WILL IVIX AND ITS AFFILIATES' AGGREGATE LIABILITY FOR DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ITS SUBJECT MATTER, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE, EXCEED THE TOTAL AMOUNT PAID TO IVIX HEREUNDER IN THE TWELVE (12) MONTHS' PERIOD PRECEDING THE APPLICABLE DATE A CLAIM IS MADE.

**11. TERM AND TERMINATION.** This Agreement shall enter into effect upon the Effective Date of the applicable Order Form, and unless terminated earlier in accordance with the terms hereof or any terms of termination expressly set forth and agreed upon between the Parties in an Order Form, it shall continue until the expiration of all Subscription Periods set forth in the applicable Order Forms (the "**Term**"). Either party may terminate this Agreement and any applicable Order Form if the other party breaches its terms and such breach is not cured within thirty (30) days of the terminating Party's written notice of such breach. Sections 2.5, 2.6, 5, 6, 7, 9, 10, 11, 12, 14 and 15 shall survive any termination or expiration of this Agreement and any Order Form.

**12. RETURN OR DESTRUCTION OF SOLUTION AND DOCUMENTATION UPON TERMINATION OF**

**SUBSCRIPTION.** Upon termination or expiration of this Agreement and the applicable Order Form, Licensee must immediately and in any event within thirty (30) days thereafter cease using the Solution Services and the Solution, permanently delete and remove any and all portions of the Solution (if such were made available to Licensee) including Solution Agents from its systems and network, and promptly return the Documentation and any copies thereof (in all forms, partial and complete, in and on all types of media and computer memory, and whether or not modified or merged into other materials) to IVIX or certify in writing that it has been destroyed and either party shall return to the other party and purge its systems from any Confidential Information of the other party that it holds or has access to, and certify of the same in writing. Upon termination or expiration of this Agreement IVIX shall make the Output and Applicable Data Sets it holds available for Licensee to download for a period of thirty (30) days, following such period, IVIX shall delete any such Output and Applicable Data Sets.

**13. PUBLICITY.** Unless Licensee notifies IVIX otherwise in writing at any time, IVIX may use Licensee's name and/or logo to refer to Licensee as a customer of IVIX. Any such use shall terminate upon termination of this Agreement and the applicable Order Form(s).

**14. GOVERNING LAW; DISPUTE RESOLUTION.**

14.1 This Agreement, its interpretation and any claims and disputes related hereto, shall be governed by the laws of the state of New York, without reference to conflicts of law principles. The United Nations Convention of Contracts for the International Sale of Goods shall not apply to the Agreement.

14.2 ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE FINALLY SETTLED BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION ("AAA") ON A CONFIDENTIAL BASIS IN ACCORDANCE WITH THE PROVISIONS OF AAA'S COMMERCIAL ARBITRATION RULES. THE ARBITRATOR, AND NOT ANY FEDERAL, STATE OR LOCAL COURT OR AGENCY, SHALL HAVE EXCLUSIVE AUTHORITY TO RESOLVE ALL DISPUTES ARISING OUT OF OR RELATING TO THE INTERPRETATION, APPLICABILITY, ENFORCEABILITY OR FORMATION OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO ANY CLAIM THAT ALL OR ANY PART OF THIS AGREEMENT IS VOID OR VOIDABLE. THE ARBITRATOR SHALL BE EMPOWERED TO GRANT WHATEVER RELIEF WOULD BE AVAILABLE IN COURT UNDER LAW OR IN EQUITY. THE ARBITRATOR'S AWARD SHALL BE FINAL AND BINDING ON THE PARTIES AND MAY BE ENTERED AS A JUDGMENT IN ANY COURT OF COMPETENT JURISDICTION, SUBJECT TO REVIEW IN ACCORDANCE WITH APPLICABLE STATUTES GOVERNING ARBITRATION AWARDS. THE INTERPRETATION AND ENFORCEMENT OF THIS AGREEMENT SHALL BE GOVERNED BY THE FEDERAL ARBITRATION ACT. NOTWITHSTANDING THE ABOVE, NEITHER PARTY WILL BE REQUIRED TO ARBITRATE A DISPUTE RELATING TO THE MISUSE, MISAPPROPRIATION, OR INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, WHICH DISPUTE SHALL BE BROUGHT IN THE FEDERAL AND STATE COURTS IN NEW YORK COUNTY, NEW YORK, AND EACH PARTY HEREBY CONSENTS TO THE JURISDICTION AND VENUE OF SUCH COURTS FOR SUCH DISPUTES. NOTHING IN THIS SECTION SHALL PREVENT EITHER PARTY FROM SEEKING IMMEDIATE INJUNCTIVE RELIEF IN ANY COURT OF COMPETENT JURISDICTION TO PREVENT THE ACTUAL OR THREATENED INFRINGEMENT, MISAPPROPRIATION OR VIOLATION OF SUCH PARTY'S INTELLECTUAL PROPERTY OR PROPRIETARY RIGHTS.

14.3 TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU AND IVIX EACH AGREE THAT ANY PROCEEDING TO RESOLVE ANY DISPUTE, CLAIM OR CONTROVERSY WILL BE BROUGHT AND CONDUCTED ONLY IN THE RESPECTIVE PARTY'S INDIVIDUAL CAPACITY AND NOT AS PART OF ANY CLASS (OR PURPORTED CLASS), CONSOLIDATED, MULTIPLE-PLAINTIFF, OR REPRESENTATIVE ACTION OR PROCEEDING ("CLASS ACTION"). YOU AND THE COMPANY EXPRESSLY WAIVE ANY ABILITY TO MAINTAIN A CLASS ACTION IN ANY FORUM. THE PARTIES AGREE THAT ANY ARBITRATION ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE CONDUCTED SOLELY ON AN INDIVIDUAL BASIS AND NOT AS A CLASS, CONSOLIDATED, COLLECTIVE OR REPRESENTATIVE ACTION. THE ARBITRATOR SHALL HAVE NO AUTHORITY TO CONDUCT ANY CLASS OR REPRESENTATIVE PROCEEDING OR TO CONSOLIDATE CLAIMS OF MULTIPLE PARTIES OR MAKE AN AWARD TO ANY PERSON OR ENTITY NOT A PARTY TO THE ARBITRATION.

**15. GENERAL.** In the event any provision or part of this Agreement is held to be invalid or

unenforceable by any court of competent jurisdiction, it shall be amended to the extent required to render it valid, legal and enforceable, or deleted if no such amendment is feasible, and such amendment or deletion shall not affect the enforceability of the other provisions hereof. No waiver of any breach of this Agreement will be a waiver of any other breach, and no waiver will be effective unless made in writing and signed by an authorized representative of the waiving party. The failure of either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach hereunder shall not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches. This Agreement, together with any referenced Order Forms, exhibits, appendix, and/or schedules, constitutes the entire agreement between the parties hereto and supersedes all previous agreements or representations, written or oral, with respect to its subject matter. Paragraph headings in this Agreement have been inserted merely for convenience and shall not affect the rights and obligations of the parties hereto or the meaning of the language in this Agreement. Nothing in this Agreement shall be deemed to constitute any party the partner of the other party, nor constitute any party the agent or legal representative of the other party. It is not the intention of the parties to create, nor shall this Agreement be construed to create any commercial or other partnership. Neither of the parties shall have any authority to act for or to assume any obligation or responsibility on behalf of the other party. Any conflicting terms and conditions contained in any purchase order, proposal, quotation, delivery note, invoice, statement or any other such documents between the parties shall not have any effect, unless mutually agreed upon in writing and expressly stating to be preceding any conflicting terms of this Agreement.

**APPENDIX A**  
**INFORMATION SECURITY PRECAUTIONS**

**1. Security Precautions.**

In an effort to comply with IVIX's obligations in Section 7 of the Agreement, IVIX shall take precautions which include, but are not limited to, establishing and maintaining: (i) contractual restrictions on access to the information by contractors (ii) intrusion detection systems on all information systems of where protected information is maintained or controlled by IVIX, and (iii) notification procedures for notifying Licensee promptly in the event a security breach is detected or suspected, as well as other response programs when there is a suspected or detected security breach involving protected information. These precautions will also include, as appropriate: (1) access controls to IVIX's information systems, including controls to identify and permit access only to authorized individuals and controls to prevent access to Licensee Confidential Information through improper means; (2) IVIX Personnel controls and training; (3) physical access restrictions at locations where Licensee Confidential Information is located; and (4) encryption of electronic Licensee Confidential Information in transit and at rest.

IVIX will: (1) monitor the foregoing measures with periodic audits or testing, and (2) provide copies of the same sufficient to assure Licensee, or its regulatory authorities, that IVIX is implementing these precautions, and (3) notify Licensee immediately in the event IVIX becomes aware of any security breach ("**Security Breach**"). In providing any notice of a Security Breach, IVIX shall (i) provide notice to one or more Licensee managers generally responsible for security matters affected by the Security Breach, within seventy-two (72) hours of discovering the Security Breach, and (ii) keep Licensee informed as to the actual and anticipated effects of the Security Breach and the corrective actions taken or to be taken in response to the Security Breach.