

Independent Software vendor (ISV) Terms for Plugin Development & Plugin Submission

You are advised to print these Agreements for your records and/ or save it to your computer

A. PLUGIN DEVELOPMENT AGREEMENT

1. INTRODUCTION

1.2 Hybrid Solutions Middle East FZE, an FZE corporation incorporated in UAE with address RAK Business Center, Boulevard Street, Downtown, Dubai, Pob 329588, its partners, subsidiaries and affiliates (“Hybrid Solutions”).

1.2 The Plugin Development Kit (referred to in this License Agreement as the "KIT" and specifically including the VertexFX system files, VertexFX API's including VertexFX Currency API, Backoffice API, Client API , the web service and VTL documentation, the latest is licensed to You subject to the terms of this License Agreement. This License Agreement forms a legally binding contract between You and Hybrid Solutions in relation to Your use of the KIT.

1.3 In order to use the KIT, You must first agree to this License Agreement. You may not use the KIT if You do not accept this License Agreement.

1.4 By clicking to accept and by Using the KIT You hereby agrees to the terms of this License Agreement.

1.5 You may not use the KIT and may not accept the License Agreement if You are a person barred from receiving the KIT under the laws of the Hashemite Kingdom of Jordan, the United States, Russian Federation or other countries including the country in which You are resident or from which You use the KIT.

1.6 If You are agreeing to be bound by this License Agreement on behalf of Your employer or other entity, You represent and warrant that You have full legal authority to bind Your employer or such entity to this License Agreement. If You do not have the requisite authority, You may not accept the License Agreement or use the KIT on behalf of Your employer or other entity.

2. GRANT OF LICENSE

2.1 Subject to the terms of this License Agreement, Hybrid Solutions grants You a limited, worldwide, royalty-free, non-assignable, non-exclusive, and non-sub licensable license to use the KIT solely to develop Plugins to run on the VertexFX platform.

2.2 You may not use this KIT to develop Plugins for other platforms (including non-compatible implementations of VertexFX) or to develop another KIT. You are of course free to develop Plugins for other platforms, including non-compatible implementations of VertexFX, provided that this KIT is not used for that purpose.

2.3 You agree that Hybrid Solutions and/or its Licensors own all legal right, title and interest in and to the KIT, including any Intellectual Property Rights that subsist in the KIT. "Intellectual Property Rights" means any and all

rights under patent law, copyright law, trade secret law, trademark law, and any and all other proprietary rights. Hybrid Solutions reserves all rights not expressly granted to You.

2.4 You may not use the KIT for any purpose not expressly permitted by this License Agreement. Except to the extent required by applicable third party licenses, You may not: (a) copy (except for backup purposes), modify, adapt, redistribute, decompile, reverse engineer, disassemble, or create derivative works of the KIT or any part of the KIT; or (b) load any part of the KIT onto a mobile handset or any other hardware device except a personal computer, combine any part of the KIT with other software, or distribute any software or device incorporating a part of the KIT.

2.5 Use, reproduction and distribution of components of the KIT licensed under an open source software license are governed solely by the terms of that open source software license and not this License Agreement.

2.6 You agree that the form and nature of the KIT that Hybrid Solutions provides may change without prior notice to You and that future versions of the KIT may be incompatible with Plugin developed on previous versions of the KIT. You agree that Hybrid Solutions may stop (permanently or temporarily) providing the KIT (or any features within the KIT) to You or to end users generally at Hybrid Solutions' sole discretion, without prior notice to You.

2.7 Nothing in this License Agreement gives You a right to use any of Hybrid Solution's trade names, trademarks, service marks, logos, domain names, or other distinctive brand features.

2.8 You agree that You will not remove, obscure, or alter any proprietary rights notices (including copyright and trademark notices) that may be affixed to or contained within the KIT.

2.9 You may use this KIT solely to develop plugins for added value to the end user, You may not use this Kit in any way that might compete with and/or replace any and/or harm any component of or the entire VertexFx platform.

3. USE OF THE KIT

3.1 Hybrid Solutions agrees that it obtains no right, title or interest from You (or Your licensors) under this License Agreement in or to any Plugins that You develop using the KIT, including any intellectual property rights that subsist in those Plugins.

3.2 You agree to use the KIT and write Plugin only for purposes that are permitted by (a) this License Agreement and (b) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions (including any laws regarding the export of data or software to and from the United States or other relevant countries).

3.3 You agree that if You use the KIT to develop Plugins for general public end users, You will protect the privacy and legal rights of those end users. If the end users provide You with user names, passwords, or other login information or personal information, You must make the users aware that the information will be available to Your Plugin, and You must provide legally adequate privacy notice and protection for those end users. If Your application stores personal or sensitive information provided by end users, it must do so securely. If the end

user provides Your application any information for a limited purpose, Your application may only use that information for the limited purpose for which, the user has given You permission to do so.

3.4 You agree that You will not engage in any activity with the KIT, including the development or distribution of a Plugin that interferes with, disrupts, damages, or accesses in an unauthorized manner the servers, networks, or other properties or services of any third party.

3.5 You agree that You are solely responsible for (and that Hybrid Solutions has no responsibility to You or to any third party for) any data, content, or resources that You create, transmit or display through VertexFX and/or Plugins for VertexFX, and for the consequences of Your actions (including any loss or damage which Hybrid Solutions may suffer) by doing so.

3.6 You agree that You are solely responsible for (and that Hybrid Solutions has no responsibility to You or to any third party for) any breach of Your obligations under this License Agreement, any applicable third party contract or Terms of Service, or any applicable law or regulation, and for the consequences (including any loss or damage which Hybrid Solutions or any third party may suffer) of any such breach.

4. THIRD PARTY APPLICATION

4.1 If You use the KIT to run applications or Plugins developed by a third party or that access data, content or resources provided by a third party, You agree that Hybrid Solutions is not responsible for those plugins, applications, data, content, or resources. You understand that all data, content or resources which You may access through such third party applications are the sole responsibility of the person from which they originated and that Hybrid Solutions is not liable for any loss or damage that You may experience as a result of the use or access of any of those third party applications, data, content, or resources.

4.2 You should be aware the plugins, data, content, and resources presented to You through such a third party application may be protected by intellectual property rights which are owned by the providers (or by other persons or companies on their behalf). You may not modify, rent, lease, loan, sell, distribute or create derivative works based on these data, content, or resources (either in whole or in part) unless You have been specifically given permission to do so by the relevant owners.

4.3 You acknowledge that Your use of such third party applications, data, content, or resources may be subject to separate terms between You and the relevant third party. In that case, this License Agreement does not affect Your legal relationship with these third parties.

5. DISCLAIMER, LIMITATION OF LIABILITY, AND DEFENSE OF CLAIMS.

5.1 DISCLAIMER OF WARRANTY. HYBRID SOLUTION PROVIDES THE KIT "AS-IS," "WITH ALL FAULTS," AND "AS AVAILABLE." YOU BEAR THE RISK OF USING THE DEVELOPMENT KIT. YOU HEREBY EXCLUDE ANY IMPLIED WARRANTIES OR CONDITIONS, INCLUDING THOSE OF PRODUCT LIABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORT, AND NON-INFRINGEMENT, RELATING TO THE STORE AND DEVELOPER CENTER. YOU MAY HAVE CERTAIN RIGHTS UNDER YOUR LOCAL LAW. NOTHING IN THESE TERMS IS INTENDED TO AFFECT THOSE RIGHTS, IF AND SOLELY TO THE EXTENT THAT THEY ARE APPLICABLE. WITHOUT

LIMITING THE FOREGOING, COVERED PARTIES EXPRESSLY DISCLAIM ANY WARRANTIES THAT ACCESS TO, OR USE OF, THE VSTORE OR THE KIT WILL BE UNINTERRUPTED OR ERROR FREE.

5.2 LIMITATION OF LIABILITY. YOU CAN RECOVER FROM HYBRID SOLUTIONS AND ITS AFFILIATES ONLY DIRECT DAMAGES UP TO AN AMOUNT EQUAL TO HYBRID SOLUTIONS ACCOUNT FEE (OR \$1, IF THERE IS NO ACCOUNT FEE). YOU AGREE NOT TO SEEK AND WAIVE ANY RIGHT TO RECOVER ANY OTHER LOSSES OR DAMAGES, INCLUDING WITHOUT LIMITATION CONSEQUENTIAL, LOST PROFITS, SPECIAL, INDIRECT, PUNITIVE OR INCIDENTAL DAMAGES FROM ANY COVERED PARTY. THESE LIMITS AND EXCLUSIONS APPLY EVEN IF THE COVERED PARTY KNEW OR SHOULD HAVE KNOWN ABOUT THE POSSIBILITY OF THE DAMAGES. THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU BECAUSE YOUR STATE OR COUNTRY MAY NOT ALLOW THE EXCLUSION OF CERTAIN DAMAGES.

5.3 Duty to Defend. You will defend, indemnify and hold harmless each Hybrid Solutions, as applicable, from and against (including by paying any associated costs, losses, damages or expenses and attorney's' fees) any and all third party claims: (i) alleging that Your Plugin infringes any proprietary or personal right of a third party; (ii) arising from a failure of Your Plugin to comply with any of the Evaluation Requirements; (iii) alleging Your breach of this agreement, (iv) relating to the use of or inability to use the KIT including any product liability claims; or (v) by any tax authority based on any nonpayment or underpayment of any sales, use, goods and services, value added or other similar tax, including any associated penalties and interest, which You are obligated to pay.

6. Support

6.1 Hybrid Solutions will provide a FORUM Technical Support service only between the hours of 7:00 AM to 4:00 PM (UK Time), Sunday to Thursday, excluding Public Holidays. First Party will provide a forum account to which all Technical Support queries may be directed. No email or phone call support is provided.

7. TERM & TERMINATION

7.1 This Agreement will remain in effect until terminated.

7.2 If you want to terminate this License Agreement, You may do so by ceasing your use of the KIT.

7.3 Hybrid Solutions may at any time, terminate this License Agreement with you if:

- (A) You have breached any provision of this License Agreement; or
- (B) Hybrid Solutions is required to do so by law; or
- (C) the partner with whom Hybrid Solutions offered certain parts of KIT (such as APIs) to You has terminated its relationship with Hybrid Solutions or ceased to offer certain parts of the KIT to You; or
- (D) Hybrid Solutions decides to no longer provide the KIT or certain parts of the KIT to users in the country in which you are resident or from which you use the service, or the provision of the KIT or certain KIT services to You by Hybrid Solutions is, in Hybrid Solutions' sole discretion, no longer commercially viable.
- (E) An assertion or claim that the Plugin infringes the intellectual property rights of a third party;
- (F) Hybrid Solution receives a complaint(s) about the content or quality of the Plugin.
- (G) Hybrid Solutions deems the Plugin commercially unviable in Hybrid Solution's sole discretion.

7.4 When this License Agreement comes to an end, all of the legal rights, obligations and liabilities that You and Hybrid Solutions have benefited from, been subject to (or which have accrued over time whilst this License Agreement has been in force) or which are expressed to continue indefinitely, shall be unaffected by this cessation, and the provisions of Clause 5.3 shall continue to apply to such rights, obligations and liabilities indefinitely.

8. GENERAL

8.1 You acknowledge and agree that each provision of this License Agreement that provides for a disclaimer of warranties or an exclusion or limitation of damages represents an express allocation of risk, and is an integral part of this License Agreement.

8.2 Amendment. Hybrid Solutions shall have the right, at any time and without prior written notice to or consent from you, to add to or modify the terms of this License Agreement by requiring you to accept an updated License Agreement upon accessing the KIT. Your access to or use of the KIT after the date such amended terms are delivered to you shall be deemed to constitute acceptance of such amended terms.

8.3 Waiver. No waiver of any term, provision or condition of this License Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or shall constitute, a waiver of any other term, provision or condition hereof, whether or not similar, nor shall such waiver constitute a continuing waiver of any such term, provision or condition hereof. No waiver shall be binding unless executed in writing by the party making the waiver.

8.4. Survival. Sections of this Agreement that, by their terms, require performance after the termination or expiration of this Agreement will survive.

B. PLUGIN SUBMISSION TO THE VSTORE AGREEMENT

9. PLUGIN REQUIREMENTS

Each Plugin You develop and submit to Hybrid Solutions FZE for listing through the store must meet the following requirements:

9.1 The Plugin must comply with this Agreement and with the main reason it was developed for according to the customers' requirements, the Evaluation (testing) and Technical Requirements as mandated by the Hybrid Solutions team and any other materials provided by the Hybrid Solutions, as any of these may be revised from time to time.

9.2 Local Laws. Your Plugins and your marketing of the Plugins must comply with the laws of each territory or country in which the Plugin and Plugin content are available. This includes: (i) data protection, privacy and other laws and regulations relating to collection and use of Personal Information by the Plugin, (ii) telecommunications laws, (iii) content ratings regulations, (iv) consumer protection and marketing laws, including laws that prohibit direct exhortations to children to buy advertised products, and (v) export control laws. If You are required to make any disclosures to end users prior to sale or download of the Plugin, then You must provide those in the Plugin description field. Those may include Your full contact information, notice that a Plugin supports in-app purchase, or other disclosures. You must make such notices sufficiently prominent as is required by local law. You must not require further export, import or technology control licensing from any government. You must disclose to Hybrid Solutions any controlled technology employed, used or supported by its Plugin. You may not use the vStore or any services or tools made available for the development of Plugins for, or to permit others to carry out, any illegal activity.

9.3 Third Party Rights. Your Plugin must not infringe or misappropriate any intellectual property or personal right of any third party. You are, and will continue to be, at Your sole cost and expense, responsible for securing, reporting, and maintaining all necessary rights, clearances and consents and paying all licensing fees (including but not limited to applicable public performance license fees to music publishers and/or performance rights and other sums, costs, and/or considerations associated with providing music or video (and all content embodied therein) in and through Your Plugin), and for undertaking all associated reporting obligations related thereto.

9.4 Subscriptions. You are responsible for accurately and clearly describing all offers and associated terms and conditions related to the Plugins

9.5 No Harm to Users. Your Plugin must not result in discomfort, injury or any other harm to an end user. You must include appropriate warnings and disclaimers in each Plugin.

9.6 If You use any Plugin to retrieve an end user's data from Hybrid Solutions, You acknowledge and agree that You shall retrieve data only with the user's explicit consent and only when, and for the limited purposes for which, the end user has given You permission to do so.

10. vSTORE MARKETPLACE: PLUGIN PRICING, PAYMENTS, TRANSACTIONS AND TAXES

10.1 The currency of the vStore is the U. S. dollar. For the avoidance of doubt, all payments and fees referred to in this License Agreement are in U.S. dollars.

10.2 Appointment of Hybrid Solutions. Hybrid Solution's role is to provide the technology and services to enable the vStore, and to process the related purchases, returns and chargebacks for You. You hereby appoint Hybrid Solutions to act as your agent or commissionaire, as applicable, for these purposes and You acknowledge that You, not Hybrid Solutions, are the distributor of the Plugin. You give Hybrid Solutions the right to appoint sub-agents for these purposes as Hybrid Solutions deems fit.

10.3 Plugin Pricing. When You submit a Plugin, you will designate the price to be charged to end users and Hybrid Solutions will charge end users that price for the license to Plugin as acquired through the vStore.

10.4 Store Fee. Hybrid Solutions shall charge a [10] % of the Plugin cost to the end customer as a Store Fee in exchange for availing the Plugin to the vStore's end users.

10.5 Payment Process. Hybrid Solutions will pay You the Plugin proceeds 14 days after receipt of payment by the Hybrid Solutions from the end user. Hybrid Solutions shall deduct the Store Fee as per Clause 10.4 in exchange for its services. For the avoidance of doubt, Hybrid Solutions' sole obligation under this agreement is to facilitate payment in accordance with this clause.

10.6 Refund, Reconciliation and Offset. You are responsible for all costs and expenses for returns and chargebacks of Your Plugin, including the full refund and chargeback amounts paid or credited to end users. Hybrid Solutions may offset any amounts owed to Hybrid Solutions (including the refund and chargeback costs described in this paragraph) against amounts Hybrid Solutions owes you. You grant Hybrid Solutions a right to provide refunds to end users in accordance with Hybrid Solutions' prevailing policies and applicable laws from time to time.

10.7 Taxes on Payments. You are responsible for Your own taxes, including taxes unique to where You reside, that are related to payments received under this License Agreement. You are also responsible for paying any sales, use, or value-added taxes (if any) in connection with the Store Fee that Hybrid Solutions collects from You.

10.8 Plugin Availability. Hybrid Solutions has no obligation to make any Plugin available that You submit or to maintain the availability of the Plugin, even if that Plugin has been approved by Hybrid Solutions.

10.9 Removal Policies. Hybrid Solutions may remove or suspend the availability of any Plugin from the vStore for any reason. Reasons may include, without limitation, (i) Your breach of the terms of this Agreement; (ii) Your express termination of this Agreement or of the license grants associated with a Plugin; (iii) an assertion or claim that Your Plugin infringes the intellectual property rights of a third party; Hybrid Solutions also may disable previously downloaded copies of a Plugin if Hybrid Solutions believes that the Plugin could cause harm to end

users or their devices, third parties, or to comply with any judicial process, government order or lawsuit settlement. Unless the Plugin that accrued is removed or disabled for breach of this Agreement or in response to an infringement allegation (in which case Clause 13 will apply), Hybrid Solutions will pay to the You the amounts owed, if any, in connection with the distribution of Your Plugin that accrued before removal or disablement. Hybrid Solutions' termination and suspension rights are without prejudice to its other rights and remedies.

10.10 Response to Complaints. If Hybrid Solutions receives a complaint from a third party requesting that Your Plugin be changed or removed, Hybrid Solutions may, at its sole discretion, remove the Plugin and/or refer that complaint to You. You must respond to the complaint as soon as reasonably practicable, and comply with any other requirements the situation may demand. If You discover that Your Plugin violates the terms of this Agreement, You must immediately notify Hybrid Solutions without delay.

10.11 Modification or Discontinuance. The vStore is the property of the Hybrid Solutions. Hybrid Solutions may, in its sole discretion, change, modify or discontinue the vStore at any time.

10.12 Marketing Rights. You hereby grants Hybrid Solutions, its agents, contractors, licensees, marketing partners, and Affiliates the right to use, reproduce, display, publicly perform and publish Your entity name, Plugin or portion of the Plugin, and to modify the Plugin description to correct obvious spelling, grammatical or typographical errors, in connection with (i) the marketing of the Plugin through the vStore, (ii) advertising or promoting the Plugin in any and all media, and (iii) in any marketing, presentations, demonstrations, trade shows, industry events, and press releases, for any other Hybrid Solutions products and services related to the vStore. Nothing in this Agreement, however, will preclude Hybrid Solutions from using the Plugin as permitted by law without a license (e.g., fair use under applicable copyright law or "referential" use under trademark law).

10.13 Plugin Placement and Promotion. Hybrid Solutions reserves the right, in its sole discretion, to make (or to designate Affiliates or third parties to make) all decisions regarding placement or promotion of Plugins anywhere in the vStore.

10.14 Privacy Policy. You must maintain a privacy policy if (1) Your Plugin accesses, collects or transmits any Personal Information to You or a third party, (2) otherwise required by law. You are responsible for informing end users of its privacy policy (including by submitting that policy to us for display to end users). Your privacy policy must (i) comply with applicable laws and regulations, (ii) inform users of the information accessed, collected or transmitted by its Plugin and how that information is used, stored, secured and disclosed, and (iii) describe the controls that users have over the use and sharing of their information, and how they may access their information. Covered Parties' privacy policies will not apply to a Customer's use of Your Plugin. License to end user for vStore. You, not the Hybrid Solutions, will license the right to install and use each Plugin to end users. You may provide a license agreement to the end user. That license agreement or other terms that govern the end user's use of Your Plugin (including any privacy policy), or a link to them, must be delivered to Hybrid Solutions for publication via the Plugin description materials You provide to Hybrid Solutions.

10.15 License for Use of Plugin. You, not Hybrid Solutions, will license the right to install and use each Plugin to the end users. You may provide a license agreement to the end user for Your Plugin. That license agreement or other terms that govern an end user's use of Your Plugin or a link to them, must be delivered to Hybrid Solutions.

11. WARRANTIES.

You hereby represent, warrant and undertake to Hybrid Solutions that:

11.1 You have the power and authority to enter into this Agreement and to fully perform its obligations under this Agreement;

11.2 Your Plugin, together with all advertising or other materials accessible from or that provide access to its Plugin complies with and will continue to comply with all requirements of this Agreement, including the Evaluation Requirements.

11.3 Listing, distribution, and monetization of the Plugin in the vStore do not and will not violate any agreements to which the You are a party or of which You is otherwise aware. You hereby warrant that it has obtained any and all consents, approvals or licenses (including written consents of third parties where applicable) required for the You to make its Plugin available in the vStore and for the Plugin to access any Internet-based or Microsoft-provided services, if any, to which the Plugin enables access.

11.4 Hybrid Solutions' exercise of the rights granted by You under this Agreement will not obligate Hybrid Solutions or its Affiliates to pay any third party any amounts.

11.5 You hereby warrant the information You provide to Hybrid Solutions under or in connection with this Agreement is true, accurate, current, and complete.

12. CONFIDENTIALITY

During the term of this Agreement and for five (5) years after, the recipient of Confidential Information under this Agreement will hold in confidence, and will not use or disclose any of the other party's Confidential Information to a third party, except contractors who are performing on the receiving party's behalf and only subject to confidentiality terms at least as protective as this section. "Confidential Information" means all information that a party designates as confidential, or a reasonable person knows or reasonably should understand to be confidential. This section does not prohibit either party from responding to lawful requests from law enforcement authorities.

13. DISCLAIMER, LIMITATION OF LIABILITY, AND DEFENSE OF CLAIMS.

13.1 DISCLAIMER OF WARRANTY. HYBRID SOLUTION PROVIDES THE VSTORE "AS-IS," "WITH ALL FAULTS," AND "AS AVAILABLE." YOU BEAR THE RISK OF USING THE VSTORE. YOU HEREBY EXCLUDE ANY IMPLIED WARRANTIES OR CONDITIONS, INCLUDING THOSE OF PRODUCT LIABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORT, AND NON-INFRINGEMENT, RELATING TO THE STORE AND DEVELOPER CENTER. YOU MAY HAVE CERTAIN RIGHTS UNDER YOUR LOCAL LAW. NOTHING IN THESE TERMS IS INTENDED TO AFFECT THOSE RIGHTS, IF AND SOLELY TO THE EXTENT THAT THEY ARE APPLICABLE. WITHOUT LIMITING THE FOREGOING, COVERED PARTIES EXPRESSLY DISCLAIM ANY WARRANTIES THAT ACCESS TO, OR USE OF, THE VSTORE OR THE KIT WILL BE UNINTERRUPTED OR ERROR FREE.

13.2 LIMITATION OF LIABILITY. YOU CAN RECOVER FROM HYBRID SOLUTIONS AND ITS AFFILIATES ONLY DIRECT DAMAGES UP TO AN AMOUNT EQUAL TO HYBRID SOLUTIONS ACCOUNT FEE (OR \$1, IF THERE IS NO ACCOUNT FEE). YOU AGREE NOT TO SEEK AND WAIVE ANY RIGHT TO RECOVER ANY OTHER LOSSES OR DAMAGES, INCLUDING WITHOUT LIMITATION CONSEQUENTIAL, LOST PROFITS, SPECIAL, INDIRECT, PUNITIVE OR INCIDENTAL DAMAGES FROM ANY COVERED PARTY. THESE LIMITS AND EXCLUSIONS APPLY EVEN IF THE COVERED PARTY KNEW OR SHOULD HAVE KNOWN ABOUT THE POSSIBILITY OF THE DAMAGES. THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU BECAUSE YOUR STATE OR COUNTRY MAY NOT ALLOW THE EXCLUSION OF CERTAIN DAMAGES.

13.3 Duty to Defend. You will defend, indemnify and hold harmless each Hybrid Solutions, as applicable, from and against (including by paying any associated costs, losses, damages or expenses and attorney's' fees) any and all third party claims: (i) alleging that Your Plugin infringes any proprietary or personal right of a third party; (ii) arising from a failure of Your Plugin to comply with any of the Evaluation Requirements; (iii) alleging Your breach of this agreement, (iv) relating to the use of or inability to use the Plugin including any product liability claims; or (v) by any tax authority based on any nonpayment or underpayment of any sales, use, goods and services, value added or other similar tax, including any associated penalties and interest, which You are obligated to pay.

14. TECHNICAL SUPPORT

14.1 Plugins will be supported from their authors.

15. TERM & TERMINATION

15.1 This Agreement shall remain effected for 1 year from signing it unless terminated as provided herein.

15.2 If You want to terminate this License Agreement, You may do so by submitting a (60) sixty day written notice to Hybrid solutions.

15.3 Hybrid Solutions may at any time, terminate this License Agreement with You if:

(A) You have breached any provision of this License Agreement; or

(B) Hybrid Solutions is required to do so by law; or

(C) the partner with whom Hybrid Solutions offered certain parts of KIT (such as APIs) to You has terminated its relationship with Hybrid Solutions or ceased to offer certain parts of the KIT to You; or

(D) Hybrid Solutions decides to no longer provide the KIT or certain parts of the KIT to users in the country in which You are resident or from which You use the service, or the provision of the KIT or certain KIT services to You by Hybrid Solutions is, in Hybrid Solutions' sole discretion, no longer commercially viable.

(E) An assertion or claim that the Plugin infringes the intellectual property rights of a third party;

(F) Hybrid Solution receives a complaint(s) about the content or quality of the Plugin.

(G) Hybrid Solutions deems the Plugin commercially unviable in Hybrid Solution's sole discretion.

15.4 Hybrid Solutions also may disable previously downloaded copies of a Plugin if Hybrid Solutions believes that the Plugin could cause harm to end users or their devices, third parties (including any Covered Parties), or to comply with any judicial process, government order or lawsuit settlement. Unless the Plugin that accrued is removed or disabled for breach of this Agreement or in response to an infringement allegation (in which case

Clause XX will apply), Hybrid Solutions will pay to the You the amounts owed, if any, in connection with the distribution of Your Plugin that accrued before removal or disablement. Hybrid Solutions' termination and suspension rights are without prejudice to its other rights and remedies.

15.5 When this Agreement comes to an end, all of the legal rights, obligations and liabilities that You and Hybrid Solutions have benefited from, been subject to (or which have accrued over time whilst this Agreement has been in force) or which are expressed to continue indefinitely, shall be unaffected by this cessation, and the provisions of Clause 5 shall continue to apply to such rights, obligations and liabilities indefinitely.

16. GENERAL

16.1 You acknowledge and agree that each provision of this Agreement that provides for a disclaimer of warranties or an exclusion or limitation of damages represents an express allocation of risk, and is an integral part of this Agreement.

16.2 Amendment. Hybrid Solutions shall have the right, at any time and without prior written notice to or consent from You, to add to or modify the terms of this Agreement by posting the amended Agreement at its website. It shall be deemed effective from the date of the posting.

16.3 Waiver. No waiver of any term, provision or condition of this License Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or shall constitute, a waiver of any other term, provision or condition hereof, whether or not similar, nor shall such waiver constitute a continuing waiver of any such term, provision or condition hereof. No waiver shall be binding unless executed in writing by the party making the waiver.

16.4 Survival. Sections of this Agreement that, by their terms, require performance after the termination or expiration of this Agreement will survive.