

WHALEOPS END-USER LICENSE AGREEMENT (“EULA”)

This WhaleOps End-User License Agreement (“Agreement”) is entered into between Hong Kong Dolphin Open Source Technology Limited (“WhaleOps”) and the party identified in the signature block below (“Customer”) as of the last date signed below (“Effective Date”). All headings are for ease of reference for convenience only and do not affect interpretation.

1. SCOPE OF USE

1.1 Customer wishes to acquire certain products and services (“Products”) from WhaleOps as identified in each Exhibit A or other agreed order form between the Parties (“Order”), which may include, but is not restricted to:

Software means licensed products installed by Customer on equipment owned or operated by Customer.

Professional Services means consulting, implement or training services provided by WhaleOps either remotely, or in person.

Support Services means access to WhaleOps’s help desk, and access to updates, upgrades, S/W patches and bug fixes.

1.2 Each Order and each SOW is a separate contractual commitment and must be signed by WhaleOps and Customer or their respective Affiliates as provided for in section 10.3 below. Affiliates shall mean any corporation or other business entity which controls, is controlled by or is under common control with a party through the ownership of more than fifty percent (50%) of the outstanding voting stock of the controlled corporation or more than fifty percent (50%) of the equity interests of a non-corporate entity.

1.3 Software

WhaleOps grants Customer and its Affiliates a non-exclusive, non-transferable, non-sublicensable and perpetual (unless terminated as provided herein or as otherwise set out in the applicable Order) license to use, in object code format, Software and as identified in each Order any updates provided under Support Services subject to the terms, conditions and restrictions set forth herein and therein. Any references to “sale” or “purchase” of the Software in this or any other document shall be deemed to mean “license” in accordance with the terms contained in this Agreement.

For each copy of the Software licensed, Customer may only install one (1) copy of the Software on equipment located in the country identified in the ‘Ship To’ address on the applicable Order. Customer shall inform WhaleOps in writing in advance of any change in the equipment upon which the Software is installed or the location of such equipment. Additional installations or quantities of the Software shall require additional licenses. Any relocation of the Software outside the “Ship To” country shall be subject to WhaleOps’s international transfer policy. Except for a reasonable number of copies of the Software for back-up purposes, Customer shall have no right to copy the Software. All titles, trademarks and copyright and restricted notices shall be reproduced in such copies.

If Customer chooses to install updates to Software made available under Support Services, Customer must uninstall and cease use of all previous versions of the Software so that Customer’s use of the Software corresponds to the quantities acquired by the Customer.

1.4 Use of the Products

shall be limited to the internal data processing and computing needs of Customer and its Affiliates and to the terms and

conditions set forth in the WhaleOps Product Description Schedule current at the time of licensing, a copy of which shall be made available to Customer upon request. Customer shall not make the Products available to unauthorized third parties. The Products may not be used for outsourcing or service bureau purposes or otherwise processing third party data for the benefit of any third party. Customer may not sublicense, rent or lease the Products for third-party training or commercial time-sharing. Customer shall not distribute, sell, sublicense, subcontract or otherwise transfer copies of or rights to the Products or any portion thereof, and shall not use the Products except as expressly permitted hereunder. No third-party software that is provided with the Products may be used independently from the Products. Unless otherwise mutually agreed in writing and except to the extent required to obtain interoperability with other independently created software or as specified by law, Customer further agrees not to adapt, translate, reverse engineer, decompile or otherwise derive the source code for Products or any of the related features of the Products or to allow third parties to do so. Customer may not use the Products for purposes of benchmarking or other competitive purposes.

1.5 Notwithstanding the foregoing, Customer shall have the right to sublicense the use of the Products to external service provider(s) of the Customer ("Service Provider(s)") solely for purposes of providing outsourcing services for the benefit of the Customer and solely for the duration of such outsourcing services. The rights accorded to the Service Provider shall be those as permitted in the Agreement, the Order and no duplication of the quantities of Products purchased is permitted. The Customer shall be fully responsible for the Service Provider's use of the Products in accordance with the terms of the Agreement and accepts any and all liability for Service Provider's use of the Products.

1.6 Customer may print a reasonable number of copies of the softbound version of the documentation provided with the Products ("Documentation") in the form generally available and post the PDF format of the Documentation on Customer's own intranet solely for Customer's internal use.

1.7 Customer acknowledges that WhaleOps owns all proprietary rights, including all patent, copyright, trade secret, trademark and all other proprietary rights, in and to the Products and any corrections, bug fixes, enhancements, updates or other modifications and derivatives, including custom modifications, to the Software and all other deliverables. Customer agrees not to remove from view any copyright legend, trademark or confidentiality notice appearing on the Products or Products output. WhaleOps reserves all rights not expressly granted to Customer in this Agreement.

2. SUPPORT SERVICES

2.1 Subject to payment of the applicable annual Support Services fee ("Support Fees"), WhaleOps agrees to provide the support and maintenance services ("Support Services") for the Products as set forth in the Order and the WhaleOps Global Customer Support Guide valid at the time of signature of the Order and available at WhaleOps formal website. Details of Support Services may be modified from time to time at the sole discretion of WhaleOps, provided however that no such modification will materially degrade the Support Services.

3. FEES, CHARGES, TAXES AND DELIVERY

3.1 Software The total license and initial annual Support Fees as applicable shall be invoiced upon delivery of the Software. The Support Fees for subsequent years will be invoiced annually following Customer's written acknowledgement of WhaleOps's quote for Support Services ("Renewal Quote") which will be issued approximately sixty (60) days prior to the start of each such annual Support Services term. In order to ensure continuity of Support Services, Customer shall provide WhaleOps acknowledgement and acceptance of the Renewal Quote prior to the end of the current Support Services term.

3.2 The initial annual Support Fees for the first year of Support Services shall be as specified on the Order. After the first year of Support Services, WhaleOps reserves the right to increase the annual Support Services renewal fee by four percent (4%) from the annualized fee paid in the prior year.

3.3 All invoices for Products shall be due and payable within thirty (30) days of receipt. A late charge equal to the lesser of (a) one percent (1%) per month or (b) the maximum amount permitted by law will be assessed for all invoices over thirty (30) days past due, in addition to any costs incurred in collecting such late fees.

3.4 WhaleOps shall have the right, on at least ten (10) business days' prior written notice and not more than once every twelve (12) months, to conduct (or to have an independent public accounting or other third party firm conduct) a software audit during Customer's normal business hours to verify Customer's use of the Software, compliance with the terms of this Agreement and payments made to WhaleOps hereunder. Customer shall complete any request for information by WhaleOps within ten (10) days of the request. Customer shall complete all requests for information in a form and format reasonably satisfactory to WhaleOps. Customer hereby warrants to WhaleOps that all information provided in the course of the audit is true, accurate and complete. Customer agrees to immediately remit to WhaleOps any shortfall in payment disclosed by such software audit including any late charges applicable thereto. In addition, if any such examination discloses a shortfall in payment to WhaleOps of more than five percent (5%) for any year, Customer agrees to pay or reimburse WhaleOps for that software auditing expense upon written request by WhaleOps.

3.5 Customer shall pay, in addition to all fees payable, all taxes (excluding taxes based on WhaleOps's net income) however designated, levied or based on the prices, terms or performance of this Agreement, including, without limitation, state and local sales and use taxes, duties and privilege and excise taxes, unless Customer furnishes appropriate evidence of exemption. Customer acknowledges and agrees that subject only to warranty remedies expressed herein, all fees are non-cancelable, non-contingent and non-refundable. Fees are owed and are to be paid in exchange for the rights granted and services made available hereunder and not based on actual use of the software or services provided.

3.6 Unless requested otherwise as set forth below, the Products, Documentation and all updates furnished under Support Services shall be delivered via electronic delivery. In the event that Customer elects to receive and WhaleOps agrees to deliver the Software and Documentation physically, the Software shall be shipped FOB Origin. All freight, handling and similar charges or costs incurred in connection with delivery shall be borne by WhaleOps.

4. CONFIDENTIALITY

4.1 For purposes of this Agreement the party disclosing Confidential Information is referred to herein as the "Disclosing Party" and the party receiving Confidential Information is referred to as the "Receiving Party". "Confidential Information" means the Products (both object and source code versions of Software), the accompanying Documentation and all related technical and financial information (including the terms of this Agreement) and any information, technical data or know-how, including, without limitation, that which relates to computer software programs or Documentation, specifications, source code, object code, research, inventions, processes, designs, drawings, engineering, products, services, customers, company structure/ownership, markets or finances of the Disclosing Party which (i) has been marked as confidential; (ii) is identified as confidential at the time of disclosure either orally or in writing; or (iii) due to its character and nature, a reasonable person under like circumstances would understand to be confidential. All WhaleOps software, computer code, product development and marketing plans, and non-public financial and human resources data, materials and information are deemed to be Confidential Information.

4.2 Confidential Information shall not include information which (a) Receiving Party can demonstrate was rightfully in its possession, without confidentiality obligations, before receipt; (b) is or subsequently becomes publicly available without Receiving Party's breach of any obligation owed the Disclosing Party; (c) is disclosed to Receiving Party, without confidentiality obligations, by a third party who has the right to disclose such information; or (d) Receiving Party can demonstrate was independently developed without reliance on any Confidential Information of the Disclosing Party, provided that if only part of any Confidential Information falls within one or more of the exceptions set out in this Section 4.2, the remaining part of the Confidential Information shall continue to be subject to the restrictions set forth in this Agreement.

4.3 The parties hereby agree that: (a) Receiving Party may use Confidential Information solely for the purposes of this Agreement; (b) Receiving Party shall instruct and require all of its employees, agents, and contractors who have access to the Confidential Information of the Disclosing Party to maintain the confidentiality of the Confidential Information; (c) Receiving Party shall exercise at least the same degree of care, but not less than reasonable care, to safeguard the confidentiality of the Confidential Information as Receiving Party would exercise to safeguard the confidentiality of Receiving Party's own confidential property; (d) Receiving Party shall not disclose the Confidential Information, or any part or parts thereof, except on a "need to know" basis to those of its employees, agents, and contractors who are bound to confidentiality obligations at least as protective of the Confidential Information as those set forth herein; and (e) Receiving Party may disclose the Disclosing Party's Confidential Information to the extent required by a valid order by a court or other governmental body or by applicable law, provided, however, that Receiving Party will use all reasonable efforts to notify Disclosing Party of the obligation to make such disclosure in advance of the disclosure so that Disclosing Party will have a reasonable opportunity to object to such disclosure and further provided the Receiving Party shall otherwise continue to treat such Confidential Information in accordance with this Agreement. The Receiving Party's obligations set forth herein shall also be applicable to Confidential Information disclosed by the Disclosing Party to the Receiving Party prior to the execution of this Agreement. The Receiving Party will return any tangible materials containing Confidential Information, and any copies or reproductions thereof, to the Disclosing Party within ten (10) days after the Disclosing Party's written request. Receiving Party agrees to undertake whatever action is reasonably necessary to remedy any breach of Receiving Party confidentiality obligations set forth herein or any other unauthorized disclosure or use of the Confidential Information by Receiving Party, its employees, its agents, or contractors. The Receiving Party acknowledges that monetary damages may not be a sufficient remedy for unauthorized disclosure of Confidential Information and that the Disclosing Party shall be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction without the necessity of posting any bond.

5. PROFESSIONAL SERVICES

5.1 Professional Services. WhaleOps shall provide Professional Services as further described and set forth in statements of work executed by the parties from time to time ("SOW").

5.2 WhaleOps warrants that its Professional Services shall be provided in a professional manner. If at any time Customer is dissatisfied with the performance of an individual working on a Customer project, Customer shall report its dissatisfaction to WhaleOps in writing and may ask WhaleOps to replace the individual. For time and materials SOW, WhaleOps warrants that the Professional Services and deliverables will substantially conform to the agreed upon specifications set forth in the SOW. At no additional cost to Customer, WhaleOps will promptly re-perform any warrantable Professional Services or deliverables of which WhaleOps is notified within thirty (30) days after the delivery of such services or deliverables to Customer. For this purpose, nonconformity is a deviation from the applicable specifications set forth in the SOW to which the parties have mutually agreed in writing. Re-performance or replacement will be Customer's sole remedy for breach under this warranty. Each SOW is separate contractual obligation and a breach by either party of a SOW is not deemed to be a breach under any other SOW.

or this Agreement.

5.3 Ownership. The parties acknowledge that the material delivered by WhaleOps hereunder may contain pre-existing material developed by WhaleOps under similar terms and conditions for others, and WhaleOps shall retain all right, title and interest in such pre-existing material. WhaleOps does, however, grant Customer an irrevocable, non-exclusive, world-wide royalty-free license to use, copy and authorize others to use such pre-existing material (other than commercially available WhaleOps products and WhaleOps training materials) solely as part of the project for which such material was delivered. Nothing contained in this Agreement shall restrain WhaleOps or its personnel in the use of the techniques and skills of computer operation, system design and programming acquired in the performance of Professional Services hereunder, and WhaleOps retains the unrestricted right to use, copy and authorize others to use any material developed by WhaleOps hereunder which is generic in nature and not specifically related to a Customer project and which does not incorporate Customer's Confidential Information.

6. WARRANTY

6.1 Software warranty

WhaleOps warrants that the Software will operate in conformity with the then current standard Documentation (except for minor defects or errors not material to the core functionality of the Software) for a period of ninety (90) days from the date of initial delivery of the Software ("Warranty Period"). If the Software does not perform in accordance with the foregoing warranty during the Warranty Period, upon written notice by Customer during the Warranty Period and verification of any such nonconformity, WhaleOps will use reasonable efforts to correct any deficiencies in the Software so that it will perform in accordance with such warranty. Customer's sole and exclusive remedy, and WhaleOps's sole obligation, in the event of nonconformity of the Software with the foregoing warranty will be the correction of the condition making it nonconforming. Customer shall provide all information reasonably requested to enable WhaleOps to cure the nonconformity. The above warranty specifically excludes defects resulting from accident, abuse, unauthorized repair, modifications, misapplication, or use of the Software that is otherwise materially inconsistent with the Documentation.

6.2 EXCEPT AS EXPRESSLY SET FORTH ABOVE SERVICE AND SOFTWARE, INCLUDING WITHOUT LIMITATION ALL WHALEOPS CONTENT, IS PROVIDED TO CUSTOMER STRICTLY ON AN "AS IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON- INFRINGEMENT, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY WHALEOPS AND ITS LICENSORS.

7. INTELLECTUAL PROPERTY INDEMNIFICATION

7.1 WhaleOps agrees to indemnify, defend and hold Customer harmless from any third party intellectual property claim asserted against the Products, as a result of WhaleOps's performance of Professional Services under this Agreement, provided that: (a) WhaleOps is given prompt written notice of any such claim; (b) WhaleOps has the right to control and direct the defense and any settlement of such claim provided however that no such settlement requires admission of wrongdoing or payment of damages on the part of Customer; and (c) Customer shall reasonably cooperate with WhaleOps in such defense.

7.2 WhaleOps shall have no liability for any claim of infringement that results from: (a) any modification of the Products by Customer; (b) any failure by Customer to implement updates to the Products as supplied by WhaleOps under Support

Services; (c) the combination, operation, or use of the Products with non- WhaleOps programs, data or documentation, if such infringement would have been avoided by the use of the Products without such combination, operation or use; (d) any use of the Products that is not expressly permitted under this Agreement; (e) Customer's continued use of infringing Products after WhaleOps, for no additional charge, supplies or offers to supply modified or replacement non-infringing Products as contemplated under 7.3(a) below, or (f) materials developed by WhaleOps in accordance with Customer's specific design instructions.

7.3 In the event the Products, in WhaleOps's opinion, are likely to or do become the subject of a claim of infringement, WhaleOps shall have the right at its sole option and expense to:

(a) modify the Products to be non-infringing while preserving substantially equivalent functionality; (b) obtain for Customer at WhaleOps's expense a license to continue using the Products; or (c) terminate this Agreement and the license granted hereunder, accept return of the Products and refund to Customer a pro rata portion of the applicable fee paid to WhaleOps hereunder for that portion of the Products which is the subject of such infringement. For Software such refund shall be based on a straight line amortization over a five (5) year term beginning on the date of initial delivery of the Products.

7.4 THE FOREGOING STATES THE ENTIRE LIABILITY AND OBLIGATION OF WHALEOPS, AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, WITH RESPECT TO ANY INFRINGEMENT OR CLAIMS OF INFRINGEMENT BY THE SOFTWARE, OR ANY PART THEREOF, OF ANY PATENT, COPYRIGHT, TRADE SECRET OR OTHER PROPRIETARY RIGHT.

8. TERM, TERMINATION; EFFECTS OF TERMINATION

8.1 **Services Term** - The term for each subscription to the Services ("Term") is: (i) the time period specified in the applicable Order, commencing on the date of last signature of such Order, except as may be otherwise set forth in an applicable schedule, or (ii) for transaction-based Services, the Term shall be the validity period for processing the transactions and any renewal thereof, as set forth in the Product Description Schedule unless specifically stated in the Order. Upon the expiration of the Term, the subscription to the Services and/or the transactions in the applicable Order will terminate and Customer's access to the Services will cease, unless both parties have signed a new Order for a renewal Term.

8.2 Either party has the right to terminate this Agreement and any and/or all rights granted hereunder upon written notice to the other party if the other party: (a) is in default of any obligation hereunder which default is incapable of being cured, or which, being capable of being cured, has not been cured within thirty (30) days after receipt of written notice of such default; or (b) becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, becomes subject to any proceeding under any bankruptcy or insolvency law whether domestic or foreign, or has been liquidated, voluntarily or otherwise.

8.3 Immediately upon termination, the licenses granted hereunder and rights to use shall terminate, and Customer shall cease all use of the Products. Within five (5) days after termination, Customer will de-install the Software and all copies thereof and

(a) return to WhaleOps the Software in the form provided by WhaleOps and all copies in whole or in part made by Customer; or

(b) upon request by WhaleOps destroy the Software and all copies, and certify in writing that they have been destroyed.

8.4 Termination shall not relieve Customer from paying all fees accruing prior to termination and shall not limit either party from pursuing any other available remedies.

8.5 Sections 3, 4, 5.3, 7.2, 7.3, 7.4 and 8 through 10 shall survive termination of this Agreement.

9. LIMITATION OF LIABILITY

9.1 the liability of WhaleOps and its licensors or resellers to customer or any third party arising from the license or use of the Software, or the provision of Support Services or, Professional Services in connection therewith, however caused, and on any theory of liability, including contract, strict liability, negligence, or other tort, shall not exceed the amount paid for the license, Support or Professional Service fee associated with the License or Service that gave rise to the liability. WhaleOps's financial responsibility for liability arising from the provision of the Services shall be limited to fees paid for that service in the twelve (12) months immediately preceding the event that gave rise to the applicable liability.

9.2 Except in the context of a liability arising from a breach of WhaleOps's intellectual property rights, breach of confidentiality, a violation of applicable law, or a payment obligation, in no event will customer or WhaleOps or its licensors or resellers be liable for any indirect, incidental, special or consequential damages, including damages for loss of profits, revenue, data or data use, even if advised of the possibility of such damages.

9.3 WhaleOps disclaims all responsibility and liability with respect to any content or data that the Customer processes with the Products. Customer acknowledges and agrees that (i) the Products function only as a tool or vehicle for data processing, which data is not visible to WhaleOps; (ii) WhaleOps cannot control the jurisdiction where the data originates; and (iii) neither WhaleOps nor its Products is a "data controller" or similar under applicable law with respect to any Customer content or data. Customer acknowledges and agrees that, as between the parties, it is the sole "data controller" and must ensure that it is in full compliance with applicable data protection and privacy laws, especially with laws that apply to the use or transmission of sensitive information, personal information or personally identifiable information.

9.4 These limitations will apply notwithstanding the failure of the essential purpose of any remedy. Each party acknowledges that the fees, exclusions, disclaimers of warranties and limitations of liability set forth in this agreement are negotiated and agreed upon essential components of this agreement and neither party would not enter into this agreement without such warranty disclaimers and limitations on its liability. The parties acknowledge and agree that these disclaimers and limitations are not unconscionable and these disclaimers and limitations will apply notwithstanding any failure of essential purpose of any limited remedy.

10. GENERAL

10.1 Notwithstanding any provision in this Agreement to the contrary, WhaleOps may include Customer's name in a public list of current customers who use WhaleOps's products, provided that (a) Customer's name is not highlighted and does not stand out in comparison to the names of WhaleOps's other customers; and (b) WhaleOps does not and will not make any representation with respect to Customer and does not and will not attribute any endorsements to Customer without Customer's prior written consent. Within sixty (60) days of the Effective Date of this Agreement, WhaleOps may issue a press release announcing Customer as a new WhaleOps customer. Customer will have full review and editing authority of the language in such press release prior to distribution.

10.2 This Agreement may not be amended by Customer except by a writing signed by an authorized representative of WhaleOps and Customer. If Customer issues a Purchase Order or other document regarding the Products provided under this

Agreement, such instrument will be deemed for Customer's internal use only, and any provisions contained therein shall have no effect whatsoever upon this Agreement.

10.3 All terms and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns. WhaleOps shall have the right to assign, novate or otherwise transfer its rights and obligations under this Agreement to an Affiliate or incorporate an Affiliate as a party to this Agreement or in connection with a merger, reorganization, acquisition or other transfer of all or substantially all of WhaleOps's assets or voting securities or for bona fide restructuring purposes. Customer may not assign or otherwise transfer by operation of law, change of control or otherwise, any of its rights under this Agreement without WhaleOps's prior written consent, which shall not be unreasonably withheld

The parties acknowledge and agree that the terms of this Agreement shall be applicable to Products validly acquired by an Affiliate of Customer from WhaleOps or from an Affiliate of WhaleOps as if references to "WhaleOps" in the Agreement were to WhaleOps or the WhaleOps Affiliate, as applicable, and references to "Customer" in the Agreement were to such Customer Affiliate. An Affiliate shall execute an Order in the country in which it is located with the WhaleOps Affiliate located in such country.

10.4 This Agreement and any other matter related thereto shall be governed, construed and interpreted in accordance with the laws of the People's Republic of China. In the event that either party is forced to bring an action, proceeding or arbitration to enforce the provisions of this Agreement, such party shall be entitled to collect all reasonable legal fees and expenses incurred in connection therewith.

10.5 The waiver or failure of a party to exercise in any respect any rights provided for in this Agreement shall not be deemed a waiver of any further right under this Agreement. If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be severed from this Agreement and the other provisions shall remain in full force and effect.

10.6 Except as expressly agreed in writing by WhaleOps, Customer may not export the Products, the Documentation or any copies thereof. In addition, Customer agrees to comply with all laws and regulations of People's Republic of China and other countries ("Export Laws") to ensure that neither the Products, nor any direct products thereof are exported, directly or indirectly, in violation of Export Laws, including the Bureau of Export Administration's restrictions on the export of certain encryption security technology, or are used for any purpose prohibited by Export Laws, including, without limitation, nuclear, chemical or biological weapons proliferation.

10.7 Each party acknowledges its obligation to comply with all applicable laws, rules, statutes and regulations, including specifically but not limited to anti-corruption legislation and represents that, to the best of its knowledge, no money or other consideration of any kind paid or payable under this Agreement or by separate agreement is, has been or will be used for unlawful purposes, including purposes violating anti-corruption laws, including making or causing to be made payments to any employee of either party or anyone acting on their behalf to assist in obtaining or retaining business with, or directing business to, any person, or securing any improper advantage. Each party will fully indemnify and defend the other party, its Affiliates, officers, directors, agents and employees against any fees, fines, costs, expenses, liens, judgments or other liabilities that any such party may incur as a result of an actual, threatened or perceived violation of this provision.

10.8 WhaleOps is engaged by Customer only for the purpose and to the extent set forth in this Agreement, and its relation to Customer shall be that of an independent contractor. WhaleOps's personnel are not, and shall not be considered, employees

or agents of Customer for any purpose whatsoever. WhaleOps shall be responsible for payment of all employment taxes, fees and claims with respect to such personnel, including workers' compensation and other liabilities related to WhaleOps's business operations.

10.9 This Agreement, the attached exhibits, the Product Description Schedule, the attached addenda and each supplemental exhibit signed by the parties constitutes the entire agreement between the parties with respect to the Products and supersedes any prior or contemporaneous understandings, oral or written, and all other communications between the parties. Customer acknowledges that it has not relied on the availability of any future version of the Products or any future product in executing this Agreement. This Agreement may be executed in one (1) or more counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same instrument. This Agreement may be executed via facsimile or other electronic copy signature.

Hong Kong Dolphin Open Source Technology Limited

Address: 61-65 des Voeux Road Central, Central, Hong Kong

Attn: Legal Department

Signature: _____

Name: _____

Title: _____

Date: _____

CUSTOMER

Name: _____

Address: _____

Attn: _____

Signature: _____

Name: _____

Title: _____

Date: _____