CYGNA LABS CORP.

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The provisions of this Section 1 shall apply to any and all Software, as defined below.

1.1 **Software.** For the purpose of this Agreement, the licensed computer software program(s) downloaded and/or installed pursuant to this Agreement and the supporting documentation for such software program(s) ("Documentation") will be collectively referred to as the "Software."

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govern the license and delivery of technology abroad by persons subject to the jurisdiction of the U.S. government, including the Export Administration Act of 1979, as amended, and any export administration regulations.

1.5 **Limitation of Remedies and Damages.** IN NO EVENT WILL CYGNA LABS, ITS SUBSIDIARIES OR ANY OF THE LICENSORS, DIRECTORS, OFFICERS, EMPLOYEES OR AFFILIATES OF ANY OF THE FOREGOING BE LIABLE TO LICENSEE UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES WHATSOEVER, OR FOR ANY DAMAGES FOR LOSS OF REVENUES OR PROFITS, BUSINESS INTERRUPTION, LOSS OR CORRUPTION OF BUSINESS INFORMATION AND DATA AND THE LIKE, OR FOR COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY OR SERVICES, IN EACH CASE, WHETHER FORESEEABLE OR UNFORESEEABLE, REGARDLESS OF THE BASIS OF THE CLAIM, AND EVEN IF CYGNA LABS OR A CYGNA LABS REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. CYGNA LABS'S CUMULATIVE LIABILITY FOR DAMAGES FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WILL BE LIMITED TO NO GREATER THAN THE AMOUNT OF MONEY PAID TO CYGNA LABS FOR THE SOFTWARE THAT CAUSED THE DAMAGES. NO ACTION MAY BE BROUGHT AGAINST CYGNA LABS LATER THAN ONE (1) YEAR FROM THE TERMINATION OF THIS AGREEMENT.

1.6 **Nondisclosure.** "Confidential Information" means this Agreement, Software, source code, object code, trade secrets, know-how and any proprietary tools, proprietary knowledge or proprietary methodologies disclosed by Cygna Labs to Licensee and not generally available to the public, which Licensee may gain access to or knowledge of as a result of this Agreement. Licensee agrees: (a) to hold Confidential Information in complete confidence indefinitely; (b) to use commercially reasonable efforts and take all reasonable steps to protect the Confidential Information from any use, reproduction, publication, disclosure, or distribution except as specifically authorized by this Agreement; (c) not to disclose Confidential Information to any person (other than (i) Licensee's employees, representatives, contractors, legal counsel, accountants, or professional advisers who, in each case, need to know such information and are bound by confidentiality obligations equivalent to those set forth herein or (ii) as may be required to be disclosed by law, court action, or regulatory or governmental authority) without the consent of Cygna Labs; and (d) to use Confidential Information only to exercise Licensee's rights and fulfill its obligations under this Agreement. Licensee shall promptly notify Cygna Labs of any known unauthorized use or disclosure of the Confidential Information and will cooperate with Cygna Labs in any litigation Cygna Labs brings against third parties to protect its proprietary rights. Upon expiration or termination of this Agreement, Licensee shall immediately return to Cygna Labs, or, if Cygna Labs elects, destroy, all Confidential Information in its possession. A violation of this Section 1.6 might cause irreparable harm to Cygna Labs, for which monetary damages may be inadequate and injunctive relief may be sought for a breach of this Section 1.6.

1.7 **Assignment.** Licensee may not assign, sublicense or transfer its rights or obligations under this Agreement without prior written approval by Cygna Labs, and any purported assignment, sublicense or transfer without Cygna Labs's consent shall be null and void.

1.8 **Injunctive Relief.** Licensee hereby expressly agrees that Cygna Labs, in addition to any other rights or remedies which Cygna Labs may possess, shall be entitled to injunctive and other equitable relief without having to post bond or other security to prevent a material breach or continuing material breach of Licensee's obligations under Section 1.2.2 and Section 1.6 under this Agreement.

1.9 **Software Supplied to the U.S. Government.**

1.9.1 The Software is a "commercial product" as defined under Federal Acquisition Regulations ("FAR") section 2.101. Consistent with FAR section 12.212 and Defense Federal Acquisition Regulation Supplement ("DFARS") section 227.7202, any use, modification, reproduction, release, performance, display, disclosure or distribution of the Software by the U.S. government shall be governed solely by the terms of this Agreement and shall be prohibited except to the extent expressly permitted herein.

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1.10 **Survival.** The parties' rights and obligations which by their nature would continue beyond the termination or expiration of this Agreement, shall survive termination or expiration of this Agreement, including but not limited to Sections 1.2, 1.3, 1.5, 1.6, 1.8, 1.10, 1.11, 1.12, 1.13, 1.14, 2.2, 3.3, 3.4, 5 and 6 of this Agreement.

1.11 **Warranties.** THE LIMITED WARRANTIES AS DESCRIBED IN SECTION 2.2 AND SECTION 3.3 OF THIS AGREEMENT ARE THE ONLY WARRANTIES PROVIDED BY CYGNA LABS AND ITS LICENSORS, WHO EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE WITH REGARD TO THE DELIVERABLES.

1.12 **Term; Termination.** Unless this is a Trial License (as defined below) (in which case the term of the license provided in this Agreement expires at the end of the Evaluation Period (as defined below)), the term of the license provided in this Agreement is as set forth in the applicable purchase order. This Agreement or an individual license granted hereunder may be terminated (a) by mutual agreement of Cygna Labs and Licensee; (b) by either party, upon thirty

(30) days' prior written notice to the other party, provided that neither Cygna Labs nor any reseller shall owe Licensee a refund of any license fees paid or owed under this Agreement; or (c) by Cygna Labs, if Licensee or its affiliate breaches this Agreement and fails to cure such breach to Cygna Labs's reasonable satisfaction within thirty (30) days (or ten (10) days with respect to payment obligations) following receipt of Cygna Labs's notice thereof. Notwithstanding the foregoing, this Agreement and the associated license for the Software will terminate automatically and without provision of notice by Cygna Labs if (x) Licensee fails to comply with any of the terms set forth in Section 1.2.2 of this Agreement; or (y) (i) Licensee becomes subject to a bankruptcy order, becomes insolvent, makes any arrangement or assignment for the benefit of creditors, or goes into voluntary or compulsory liquidation, or (ii) a receiver or administrator is appointed over Licensee's assets. Upon any termination of this Agreement or a license granted hereunder, Licensee shall immediately cease use of the applicable Software and certify in writing to Cygna Labs within thirty (30) days after termination that Licensee has destroyed or returned to Cygna Labs or its authorized reseller such Software and all copies thereof. Termination of this Agreement shall not limit either party from pursuing any remedies available to it, including injunctive relief, or relieve Licensee of its obligation to pay all fees that have accrued or have become payable by Licensee hereunder.

1.13 **Payment and Taxes.** Licensee shall make all payments in full within thirty (30) days from the date of the applicable invoice. Any amounts payable by Licensee that remain unpaid after the due date shall be subject to a late charge equal to 1.5% of the invoice amount per month from the due date until such amount is paid, or the maximum rate permitted by law if less. Charges are exclusive of applicable value-added, sales, use, excise, customs duties or other taxes, fees or surcharges (including, but not limited to regulatory fees or surcharges) ("Taxes"), relating to the sale, purchase, delivery, installation, license, use or processing of the Software, Cygna Labs-provided equipment and/or provision of any Services under this Agreement. Licensee will pay all such Taxes, including those paid or payable by Cygna Labs and any related interest and penalties, for goods or services supplied under this Agreement, except to the extent a valid exemption certificate is provided by Licensee to Cygna Labs prior to the delivery of the Software or Services. In the event that payment of any amount of the charges becomes subject to withholding tax, levy or similar payment obligation on sums due to Cygna Labs under the Agreement, such withholding tax amounts shall be borne and paid for by Licensee in addition to the sums due to Cygna Labs. Licensee will provide Cygna Labs free of charge with the appropriate certificate(s) from the relevant authorities confirming the amount of the withholding taxes, levies or similar payments borne and paid for by Licensee.

1.14 **Miscellaneous.**

1.14.1 This Agreement will be construed under the laws of the State of Delaware, except for that body of law dealing with conflicts of law and the U.N. Convention of Contracts for the Sale of International Goods, which shall not apply. Any legal suit, action, or proceeding related to or arising from this Agreement shall be instituted exclusively in the state and federal courts in Wilmington, Delaware, United States of America, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding and waives any objection based on lack of personal jurisdiction, improper venue, or forum non conveniens.

1.14.2 Performance of any obligation required by a party hereunder may be waived only by a written waiver signed by an authorized representative of the other party, which waiver shall be effective only with respect to the specific obligation described therein.

1.14.3. If any provision of this Agreement shall be held by a court of competent jurisdiction to be invalid, unenforceable or otherwise contrary to law, that provision will be enforced to the maximum extent permissible, and the remaining provisions of this Agreement will remain in full force and effect.

1.14.4 Except for the obligation to make payments hereunder, neither party shall be liable for failure to perform its obligations caused by or resulting from force majeure, which shall include but not be limited to events that are unpredictable, unforeseeable, irresistible and beyond a party's reasonable control, such as any extremely severe weather, flood, landslide, earthquake, storm, lightning, fire, epidemic, pandemic, acts of terrorism, military hostilities (whether or not war is declared), riot, explosions, strikes or other labor unrest, civil disturbance, sabotage, expropriation by governmental authorities or other act or any event that is outside the reasonable control of the concerned party. In the event of such a force majeure event, the affected party shall be entitled to a reasonable extension of time for the performance of its obligations under this Agreement.

1.14.5 The parties agree that this Agreement is the complete and exclusive statement of the agreement between Cygna Labs and Licensee, and this Agreement supersedes any proposal or prior agreement, oral or written, and any other communication relating to the Software. For purposes of this Agreement: (a) the words "include," "includes," and "including" will be deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to this Agreement as a whole. Unless the context otherwise requires, references herein: (i) to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (ii) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement. This Agreement may not be modified except by a writing executed by an authorized representative of both parties hereto. For clarity, no vendor, distributor, reseller, sales representative or other person is authorized to modify this Agreement or to make any warranty, representation or promise which is different from those set forth in this Agreement. No other terms and conditions shall apply, including but not limited to those provided on or with a purchase order (other than the identification of the Software, the price and the quantity of Software, duration or level of service desired, the address for invoicing, and the required delivery date and delivery locations).

1.14.6 Any notice given under this Agreement must be in writing and may be delivered by hand or by courier, or sent by registered first-class mail to the office addresses of Licensor (to the attention of the legal department). Notice shall be deemed to have been given (i) on the date when delivered if delivered personally or by overnight courier (unless delivered after normal business hours, in which case it shall be deemed given on the next business day); or (ii) if delivered by mail, five (5) days after the date of mailing.

1.14.7 This Agreement benefits solely the parties hereto and their respective permitted successors and permitted assigns and nothing in this Agreement, express or implied, confers on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

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2.1.2 Licensee's opportunity for a free evaluation of the Software is limited to one Evaluation Period per release of the Software.

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2.1.6 During the Evaluation Period, Licensee will provide Cygna Labs with access to the Deliverables at such reasonable times as may be required by Cygna Labs.

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"Services" consist of the following, in each case, solely during the Maintenance Term:

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- Cygna Labs shall respond to communications from Licensee that report software failures not previously reported to Cygna Labs.
- Cygna Labs shall respond to a reasonable number of communications from Licensee that request consultation on the operational/technical aspects of the Software.
- Licensee shall have access to Cygna Labs's Technical Support Web site at https://portal.cygnalabs.com/.

During the Maintenance Term, Services are available during standard support hours as indicated on Cygna Labs's Technical Support Web site. For all Software, Cygna Labs's Services shall be available according the then current Cygna Labs SLA.

3.3 **Limited Warranty.**

3.3.1 Cygna Labs warrants that for a period of thirty (30) days from the date of initial delivery (i) the media provided by Cygna Labs, if any, on which the Software is recorded will be free from material defects in materials and workmanship under normal use, and (ii) the operation of the Software, as provided by Cygna Labs, will substantially conform to the Documentation applicable to the Software. Cygna Labs shall have no responsibility for warranty service under this Section 3.3.1 if the defect in such media or the Software is (a) the result of an accident, abuse or misuse, (b) cured by a modification of other Cygna Labs software, any third-party hardware or the Software, or (c) the result of Licensee's failure to use the most current version of the Software.

3.3.2 **THE SOFTWARE IS PROVIDED "AS IS" AND UNSUPPORTED, AND THE FOREGOING WARRANTIES SET FORTH IN THIS SECTION 3.3 ARE EXCLUSIVE AND IN LIEU OF, AND CYGNA LABS HEREBY DISCLAIMS, ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.**

3.3.3. Licensee must report in writing any breach of the foregoing warranties in this Section 3.3 to Cygna Labs during the 30-day warranty period. Licensee's exclusive remedy, and Cygna Labs's sole obligation, for any such breach of warranty shall be for (a) Cygna Labs to replace defective media and to correct or provide a workaround for reproducible errors that cause a breach of the warranty within a reasonable time considering the severity of the error and its effect on Licensee; or (b) at Cygna Labs's option, refund the license fees paid for the nonconforming Software upon return of such Software to Cygna Labs and termination of the related license hereunder.

3.4. **Usage Verification.** At Cygna Labs's request, but not more frequently than annually, Licensee shall furnish Cygna Labs with a document signed by Licensee's authorized representative verifying Licensee's usage of the Software. Licensee will permit Cygna Labs to review Licensee's deployment and use of the Software for compliance with the terms of this Agreement at Cygna Labs's expense. Any reviews shall be scheduled at least 15 days in

advance, shall be conducted during normal business hours at Licensee's facilities, and shall not unreasonably interfere with Licensee's business activities. If Licensee's use of the Software is found to be greater than contracted for, Licensee will be invoiced for the additional licenses or license upgrades (based on the applicable units of measure, e.g., users or servers) and the unpaid license fees shall be payable in accordance with this Agreement. Additionally, if the unpaid fees exceed 5% of the license fees paid for the subject Software, then Licensee shall also pay Cygna Labs's reasonable costs of conducting the audit.

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IN ADDITION TO THE FOREGOING, THE FOLLOWING TERMS AND CONDITIONS APPLY TO THE DIAMOND IP SOFTWARE. "DIAMOND IP SOFTWARE" MEANS IMAGECONTROL, IPCONTROL, SAPPHIRE, IPAM AUDITOR, EXECUTIVE MANAGEMENT APPLIANCE, AND CLOUD AUTOMATION APPLIANCE.

SECTION 4. HARDWARE.

Title and risk of loss to any Hardware as provided to Licensee by Cygna Labs, if any, shall pass to Licensee upon delivery to a common carrier, FOB shipping point. Licensee shall be responsible for any Hardware shipping charges. Hardware will be delivered to Licensee at:

1. the address on the purchase order if within the United States; or
2. the applicable port of entry in the delivery country, in which case the Hardware will be supplied DDU (INCO terms 2000), as modified by the express provisions of this Agreement. Licensee will act as the importer of record and Cygna Labs will be the exporter of record. Licensee must clear the Hardware through the applicable customs authority in the destination country and shall be liable for any import tax, duty and/or excise duty incurred.

It may be possible for Cygna Labs to arrange shipping services to deliver the Hardware to the final destination address(es) specified in the purchase order if outside the United States. Cygna Labs will provide end-to-end delivery services to the delivery destination address(es) except that Licensee will:

1. perform any import clearance tasks that the law of the applicable country requires;
2. pay import duty and other charges in accordance with DDU (INCO Terms 2000) to Cygna Labs (or the relevant person if Cygna Labs cannot lawfully pay on behalf of the Licensee); and
3. if requested by Cygna Labs, provide authorization as soon as practicable authorizing Cygna Labs or its agent to carry out its obligations as shipping agent. Any such authorization shall be as narrow as is required for the fulfillment of the task. If Licensee cannot give such authorization, Licensee will undertake those tasks itself at its own cost.

Cygna Labs may, at its sole discretion, assign the supply of Hardware outside the U.S. to an affiliate of Cygna Labs to provide and invoice for. Notwithstanding any other provisions of this Agreement, Licensee hereby agrees to any such assignment.

SECTION 5. WEEE REGULATION COMPLIANCE.

In the event any equipment supplied under this Agreement is imported into a European Union State, then Licensee shall be responsible, pursuant to regulation (9) of the Waste Electrical and Electronic Equipment Regulations (2006) (the "WEEE Regulations"), for the costs of collection, treatment, recovery, and environmentally sound disposal of any equipment supplied under this Agreement which has become waste electrical and electronic equipment. In accordance with the WEEE Regulations, this paragraph shall be considered an agreement between the parties stipulating that Licensee accepts responsibility and liability for any financial arrangements necessary for the collection, treatment, recovery, recycling and environmentally sound disposal of such equipment. Licensee shall also be responsible for any information recording or reporting obligations imposed by the WEEE Regulations. Licensee shall indemnify and hold harmless Cygna Labs against all losses, costs, damages, expenses, liabilities and claims caused to and made against Cygna Labs which would not have been caused or made had Licensee fulfilled its express or implied obligations under this Section 5 or in connection with the WEEE Regulations.

SECTION 6. LIMITED WARRANTY.

Cygna Labs warrants that the Hardware shall be free from defects in material and workmanship for thirty (30) days after delivery to Licensee and shall conform to the design and specifications as provided with the Hardware from Cygna Labs. This warranty includes all internal components as provided by Cygna Labs; however, any components added in after the original assembly shall not be covered by this warranty. Cygna Labs shall, for any Hardware which fails to conform with the warranties in this Section 6, promptly either repair or replace it, at Cygna Labs's option and cost, which shall be Licensee's exclusive remedy, and Cygna Labs's sole obligation, for any such breach of warranty. Cygna Labs shall have no responsibility for warranty service under this Section 6 if the defect is the result of an accident, abuse or misuse. The start date for any actual warranty under this Section 6 will be determined by the date of shipment. THE HARDWARE IS PROVIDED "AS IS" AND UNSUPPORTED, AND THE FOREGOING WARRANTIES SET FORTH IN THIS SECTION ARE EXCLUSIVE AND IN LIEU OF, AND CYGNA LABS HEREBY DISCLAIMS, ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

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The terms in this Section 7 apply to the Diamond IP Software:

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8.1**Australia.**

8.1.1 Limitation of Remedies and Damages (Section 1.5). The following paragraph is added to this Section: "Where Cygna Labs is in breach of a condition of warranty implied by the Trade Practices Act 1974, Cygna Lab's liability is limited to: (a) where Cygna Labs supplied Services - the cost of having the Services supplied again; or (b) where Cygna Labs supplied goods - the repair or replacement of the goods, or the supply of equivalent goods." Where that condition or warranty relates to right to sell, quiet possession or clear title, or the goods are of a kind ordinarily acquired for personal, domestic or household use or consumption, then none of the limitations in this paragraph apply.

8.1.2 Limited Warranty (Section 3.3; Section 6). The warranties specified these Sections are in addition to any rights Licensee may have under the Trade Practices Act or other legislation and are only limited to the extent permitted by the applicable legislation.

8.2 **Canada.** Miscellaneous (Section 1.14). This Agreement is governed by the laws of the Province of Ontario.

8.3 **Central Europe and Russia.** Miscellaneous (Section 1.14). This Agreement is governed by the material laws of Austria. All disputes and controversies between the parties arising out of, or in connection with, this Agreement or its implementation, performance or interpretation, shall be finally settled under the Rules of Arbitration and Reconciliation of the Arbitral Centre of the Federal Economic Chamber in Vienna (Vienna Rules), by three arbitrators appointed in accordance with said Rules. The arbitration shall be held in Vienna, Austria. The official language of the proceedings shall be English. The decision of the arbitrators shall be final and binding upon both parties and therefore, the parties pursuant to paragraph 588(2) of the Austrian code of Civil Procedure, expressly waive the application of paragraph 595(1), figure 7 of said Code. The clauses set forth above shall, however, in no way limit Cygna Labs's right to institute proceedings in any court of competent jurisdiction.

8.4 **Estonia, Latvia and Lithuania.** Miscellaneous (Section 1.14). All disputes arising in connection with the present Agreement shall be finally settled in Arbitration. Each party shall appoint one arbitrator and they shall jointly appoint the chairman. If they cannot agree on the chairman, then the chairman shall be appointed by the Central Chamber of Commerce in Helsinki. In the Arbitration the law on Arbitration will be adhered to. Finnish law shall apply. The arbitrators shall come together in Helsinki.

8.5 **Germany, Austria and Switzerland.**

8.5.1 Limitation of Remedies and Damages (Section 1.5). The limitations and exclusions specified in the Agreement will not apply to damages caused by Cygna Labs with intention or gross negligence.

8.5.2 Miscellaneous (Section 1.14). The limitation on bringing a legal action is not applicable in case of tort by either Cygna Labs, its agents or Licensee.

8.5.3 Limited Warranty (Section 3.3; Section 6). The warranty for the Deliverable(s) covers the functionality of the Deliverable(s) for their normal use. In case the Deliverable(s) are delivered without specifications, Cygna Labs will only warrant that the information provided with the Deliverable(s) correctly describes the Deliverable(s) and that the Deliverable(s) can be used according to the information provided. In case non-Cygna Labs software, hardware and documentation are delivered by Cygna Labs, the warranty for such non-Cygna Labs software or documentation is the same warranty as specified in this Agreement, unless otherwise agreed by the parties in writing.

8.6 **Israel.** Miscellaneous (Section 1.14). The limitation on bringing a legal action will be according to the law of limitation provided a notification concerning the cause of action was sent no more than two years after the cause of action arose or became known to plaintiff.

8.7 **Ireland.** Limited Warranty (Section 3.3; Section 6). No statement in this Agreement shall affect the statutory rights of consumers.

8.8 **Middle Eastern Countries (Abu-Dhabi (U.A.E.), Bahrain, Dubai (U.A.E.), Oman, Kuwait and Qatar).** Miscellaneous (Section 1.14). This Agreement is governed by the law and jurisdiction of Bahrain.

8.9 **New Zealand.**

8.9.1 Limitation of Remedies and Damages (Section 1.5). The following paragraph will be added to this Section: "Where products or services are not acquired for the purposes of a business as defined in the Consumer Guarantees Act 1983, the limitations in this Section are subject to the limitations in that Act."

8.9.2 Limited Warranty (Section 3.3; Section 6). The warranties specified in these Sections are in addition to any rights Licensee may have under the Consumers Guarantee Act 1993 or other legislation which cannot be excluded or limited. The Consumer Guarantees Act 1993 will not apply in respect of any goods or services which Cygna Labs provides if Licensee requires the goods or services for the purposes of a business as defined in that Act.

8.10 **People's Republic of China.**

8.10.1 Miscellaneous (Section 1.14). The laws of the State of New York govern this Agreement. Any dispute concerning this Agreement may be settled by arbitration. The arbitration will take place in Stockholm, Sweden, under the auspices of the International Arbitration Center in English in accordance with the rules then in effect under the United Nations Commission on International Trade Law (UNCITRAL). The arbitration award will be final and binding on both parties and both parties shall act accordingly. The arbitration fee shall be borne by the losing party.

8.10.2 Licenses (Section 3.1). All banking charges incurred in the People's Republic of China shall be borne by Licensee and those incurred outside the People's Republic of China shall be borne by Cygna Labs.

8.11 **United Kingdom.** Limitation of Remedies and Damages (Section 1.5). The limitation of liability shall not apply to any breach of Cygna Labs's obligations implied by Section 12 of the Sales of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act of 1982.