

1 INTRODUCTION

1.1 HYPERGLANCE LTD (Company No. 06278143) of Office 7, 35-37 Ludgate Hill, London, England, EC4M 7JN (Hyperglance) provide software applications (Software).

1.2 This End User Licence Agreement forms an agreement (Agreement) between Hyperglance and each end user of the Software (User) and governs all access to and use of the Software by the User.

1.3 By using the Software, the User confirms that the User has read, accepts and agrees to be bound by the terms of this Agreement, our Privacy Policy and all other instructions provided in relation to the Software.

1.4 Hyperglance reserves the right at any time to update, modify, improve, change, enhance, or discontinue any part or all of the Software, with or without notice to the User.

1.5 Hyperglance reserves the right to amend this Agreement upon notice to the User and continued use of the Software by the User shall be deemed accepted of those amendments.

2 TRIAL PERIODS

2.1 The Software shall be made available on these Terms, subject to the terms and conditions of any specific offers, promotions and free trial periods (Trial Period).

2.2 Unless specified otherwise by Hyperglance, the following restrictions shall apply during any Trial Period:

- (a) the applicable number of nodes shall be limited (and the User may not run multiple Trial Periods);
- (b) there shall be limited delivery, download, access via specific cloud service, operating system, container or virtual machine – in each case, the User shall remain responsible for delivery and access, in accordance with the terms of the third party provider and otherwise at the risk of the User;
- (c) the Software is provided “as is” without warranty of any kind, either expressed or implied;
- (d) there shall be no support, maintenance and upgrades included during the Trial Period; and
- (e) upon completion of the Trial Period, access to the Software will either (1) cease, or (2) the subscription will commence as purchased Software, applicable Fees shall apply and the User may be permitted to suspend use of the Software and will only be charged Fees (per hour) when the Software is being used.

3 LICENCE

3.1 Subject to payment of all Fee & Charges and compliance with the terms and conditions of this Agreement, the User is granted a worldwide, revocable, limited, non-transferable, non-assignable and non-exclusive licence to access the Software for the duration of the Term, in accordance with the terms and conditions of this Agreement and the Hyperglance Order Form.

3.2 This Agreement provides for a license of the Software only and is not a sale of the original Software or any copy of it.

3.3 The Software shall be licensed for consecutive periods of 12 months, subject to any specific website offer, Trial Period, Hyperglance Order Form or written agreement otherwise with Hyperglance (Term). Each Term shall be automatically renewed for a further Term, subject to the terms of this Agreement.

3.4 The Software is licensed to the User in respect of the business of the User, subject to the Special Conditions (if any) and such further terms or limitations as Hyperglance sees fit. The User must implement adequate controls to ensure that it complies with the terms and conditions of this Agreement.

3.5 The User shall not copy, modify, distribute, sublicense, disclose, market, rent, lease, or offer remote computing services, networking, batch processing or transfer of, the Software to any third party, or permit any person or entity to have access to the Software by means of a time sharing, remote computing services, networking, batch processing, service bureau or time sharing arrangement.

4 CONDITIONS OF USE

The User agrees that it shall only use the Software for legal purposes and shall:

(a) limit use of the Software to the approved number of concurrent individual users for the applicable Fees & Charges;

(b) not designate more than the specified number of named users, nor model more than the specified number of nodes (physical and logical);

(c) be responsible for operating systems, including compliance with third party terms and conditions;

(d) only display the Software in object code;

(e) not engage in any conduct that is unlawful, immoral, threatening, abusive or in a way that is deemed unreasonable by Hyperglance in its discretion.

(f) not use the Software in any manner inconsistent with this Agreement;

(g) not act fraudulently or maliciously, for example, by hacking into or inserting malicious code, including viruses, or harmful data, into the Software or any operating system;

(h) not infringe our intellectual property rights or those of any third party in relation to use of the Software or any Service (to the extent that such use is not licensed by this Agreement);

(i) not transmit any material that is defamatory, offensive or otherwise objectionable in relation to use of the Software;

(j) not use the Software in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users; and

(k) not collect or harvest any information or data from the Software or our systems or attempt to decipher any transmissions to or from the servers running any Software.

4.2 Any breach of these conditions by the User shall entitle Hyperglance to terminate this Agreement without prejudice to its rights to collect additional fees or enforce other rights under this Agreement.

5 FEES & CHARGES

5.1 Fees & Charges are payable upon deployment and in advance for use of the Software as specified by Hyperglance. Hyperglance reserves the rights to require payment in advance for any specified period or retrospectively by reference to the number of concurrent individual users.

5.2 The User agrees to pay all Fees in the manner as directed by Hyperglance, at the time they are required and as a condition of using the Software. If the Software has been purchased from an Authorised Reseller, the User must make all payments in accordance with any specific requirements of the Authorised Reseller.

5.3 Hyperglance may change any Fees at any time at its absolute discretion. These changes will become effective when the User next makes a payment in relation to the Software.

5.4 Hyperglance may revoke or suspend the User's licence to access the Software for unpaid Fees without liability.

5.5 Hyperglance must render or procure a valid tax invoice to the User for Fees.

5.6 The Client shall not be entitled to set off or withhold any amount payable under this Agreement against any amount payable to the User (whether under this Agreement or otherwise).

5.7 If the User fails to pay an amount due under this Agreement by a due date, interest may be charged on the overdue amount at no more than 10% per annum compounding daily and withhold access to the Software.

6 ACCESS & USE

6.1 Hyperglance reserves the right to upgrade, maintain, tune, backup, amend, add or remove features, redesign, improve or otherwise alter the Software.

6.2 The User agrees and accepts that the functional elements the Software may be hosted by Hyperglance or other third party, in which case the Software shall only be installed, accessed and maintained by Hyperglance or that third party, accessed using the internet or other connection to Hyperglance or other servers.

6.3 Subject to this Agreement, the User may authorise users to access the Software in its absolute discretion. Hyperglance accepts no liability for access by users authorised by the User or using login details of users authorised by the User.

6.4 The User is responsible for ensuring that users authorised to use the Software comply with this Agreement in full and are liable for any breach by them.

6.5 Hyperglance reserves the right to audit the User's use of the Software during normal business hours and with reasonable notice and to include means within the Software to limit the User's use of the Software to the licensed number of Nodes.

7 INTELLECTUAL PROPERTY

7.1 The User acknowledges that Hyperglance retains ownership of all Intellectual Property of Hyperglance incorporated in the Software. The Intellectual Property subject to this Agreement shall include:

(a) all source code, any compiler, similar computer program or other software which is necessary to convert the source code form into the object code form of the Software, and runtime software necessary to execute the source code form of the Software (including interpreters and templates) and any other documentation of the source code form of the Software;

(b) any Intellectual Property generated by Hyperglance in the process of providing the Software and all derivative works, improvements, enhancements, updates and corrections (irrespective of invention, creation or authorship), source code, usage data, ideas, enhancements, feature requests or suggestions for the Software provided by the User;

(c) all explanations, flow charts, schematics, algorithms, subroutine descriptions, class and object descriptions, memory and overlay maps, statements of principles of operations, architecture standards, data flow descriptions, class, base-class and sub-class descriptions, data structures and control logic of the Software.

7.2 The Software may use software, proprietary systems and Intellectual Property owned by Hyperglance, or for which Hyperglance has appropriate authority to use, and the User agrees that such is protected by copyright, trade marks, patents, proprietary rights and other laws, both domestically and internationally. The User warrants that it shall not infringe on any third-party rights through the use of the Software or otherwise, including the Hyperglance name, trade marks, logo and design.

7.3 The User further warrants that by using the Software the User will not:

- (a) use any Intellectual Property of Hyperglance without express permission;
- (b) copy any part of the Software for the User's own commercial purposes; or
- (c) directly or indirectly copy, recreate, decompile, reverse engineer or otherwise obtain, modify or use any source or object code, architecture, algorithms contained in any documentation associated with it.

7.4 To the extent that any derivative works cannot be assigned to Hyperglance, the User hereby grants Hyperglance a perpetual and irrevocable (irrespective of the expiration or termination of this Agreement), non-exclusive, transferable, worldwide, and royalty-free licence to reproduce, distribute, perform, and display any derivative works of the Software developed by or for the User, and to use, make, have made, sell, offer to sell, import, export, and otherwise exploit any product based on any such derivative works.

7.5 Hyperglance is entitled to reasonable attribution of its Software, including specifying any relevant activities are 'Powered by Hyperglance'.

7.6 Nothing in this clause shall affect the ownership and responsibility of the User for all Content relating to the User (and not the Software itself), the networks and network devices, servers, server hardware, storage systems, computer systems, file systems, print systems, applications, software or software components, database management systems and related systems, used by the User to connect, exchange data, interface or otherwise interoperate or communicate with the Software.

7.7 The User expressly consents to the collection by Hyperglance of designs, logos, images and other Content from the User, authorises the reproduction of any copyright in such Content and grants to Hyperglance an irrevocable, royalty-free, non-exclusive, non-transferable, and worldwide license and right to use such Content, for marketing and promotional purposes and otherwise as provided by this Agreement.

9 DATA PROTECTION

9.1 To the extent that either party, each as Controller, shares Personal Data with the other, or otherwise Processes Personal Data in providing the Services or otherwise under the Agreement, the provisions of this clause 9 shall apply. The terms "Controller", "Processing", "Process" and "Processor" shall have the meaning given to those terms (or equivalent terms) under the Data Protection Laws.

9.2 In order to provide the Software and fulfil their obligations under the Agreement, the parties acknowledge that it is necessary for Personal Data to be shared between the parties, provided that each party shall (and shall procure that their employees and sub-contractors shall) at all times:

- (a) Only share Personal Data necessary to use and benefit from the Software;

(b) Ensure Personal Data provided to the other party is accurate and up to date to the best of its knowledge;

(c) Ensure as a receiving party that it Processes any Personal Data in compliance with Data Protection Laws;

(d) When disclosing, transferring or otherwise making available the Personal Data to the other party, take appropriate technical and organisational measures against unauthorised or unlawful Processing of the Personal Data and against accidental, unauthorised or unlawful Processing, loss or destruction of, alteration, or damage to or disclosure of, or access to, the Personal Data, which take into account the risk to the rights and freedoms of the affected individuals;

9.3 Provide all reasonable cooperation, assistance and information to the other party as may be required, without undue delay, to allow the party to comply with the Data Protection Laws with respect to; (a) fulfilling the rights of individuals pursuant to the Data Protection Laws, including without limitation, subject access rights, rights to rectification, restriction of processing, data portability, the right to object to processing and automated decision-making; (b) responding to any notice served by any competent court or governmental administrative body or a regulator of the Data Protection Laws; (c) assessing, responding to, remediating and reporting any Personal Data Breaches; (d) responding to any other notification, complaint or communication in relation to the Personal Data; and (e) promptly consider such a request from the other party to amend, transfer or delete the Personal Data.

9.4 Ensure as the disclosing party that any Personal Data that is shared, disclosed or transferred to the receiving party has been obtained in accordance with Data Protection Laws and that it has provided all necessary notices to individuals and has procured all necessary consents, or satisfied another legal basis, in order for the receiving party to Process the Personal Data in compliance with Data Protection Laws.

8 THIRD PARTY SERVICES & SOFTWARE

8.1 The Software may use native device functionality and other data from certain third party services (TPS), which will be governed by the applicable TPS terms & conditions. Hyperglance is not responsible and accepts no liability whatsoever for any TPS or any interruptions to the website of the User due to the TPS under any circumstances.

8.2 The Client acknowledges that the Background IP and the Project IP may contain software and copyright for which the original source code is used under conditional license from the copyright owner, subject to any licence which restricts redistribution and modification, including under permissive or open source licence (Third Party Software).

8.3 In respect of certain Third Party Software, the Client accepts that redistribution and use in source and binary forms, with or without modification, are permitted on the same terms and provided that the following conditions are met:

(a) Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer; and

(b) Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.

8.4 If any Third Party Software is licensed under the GNU General Public License, the GNU Lesser General Public License or any other open source license that requires that the distributor in a hosted service environment provide the User with a complete, machine-readable copy of the applicable source code for the applicable open source binary code (GPL and Other Software), it is either: (i) included in program files in on the relevant marketplace; or (ii) upon written request. Hyperglance may charge the User a fee covering the cost of distribution, a complete machine-readable copy of the GPL and Other Source Code by mail or from a download site provided by Hyperglance.

9 SUPPORT SERVICES

9.1 Hyperglance shall use commercially reasonable endeavours to provide the following support services during normal UK business hours for the Software to the User (Support Services) and respond within 24 hours to requests from Users for Support Services:

(a) Ongoing updates and fixes for bugs and system instability;

(b) Email and online advice to assist with the downloading, installation and configuration of the Software;

(c) Assistance with troubleshooting to diagnose and fix errors in the Software; and

(d) Access to instructions, information and other materials relating to use of the Software.

9.2 Hyperglance may agree additional service level support for individual Users subject to payment of additional Fees.

9.3 In no circumstances whatsoever will Hyperglance have any obligation to support any customisation, altered or modified Software, use with unapproved hardware, Software accessed or used in breach of this Agreement (including on unlicensed Nodes) or inconsistent with instructions from Hyperglance.

9.4 Hyperglance may specify a designated contact, subcontract and/or prioritise the provision of Support Services in its absolute discretion. If the Software has been purchased from an Authorised Reseller, the User must contact the Authorised Reseller to manage the provision of all Support Services.

10 LIMITED WARRANTY

10.1 The User agrees that it uses the Software entirely at its own risk. Hyperglance does not warrant that the functions contained in the Software will meet User requirements. No performance is guaranteed by Hyperglance.

10.2 HYPERGLANCE DISCLAIMS ALL OTHER WARRANTIES AND REPRESENTATIONS, WHETHER EXPRESS, IMPLIED, OR OTHERWISE, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. HYPERGLANCE DOES NOT WARRANT THAT THE SOFTWARE IS ERROR-FREE OR WILL OPERATE WITHOUT INTERRUPTION. NO RIGHTS OR REMEDIES REFERRED TO IN ARTICLE 2A OF THE UCC WILL BE CONFERRED ON YOU UNLESS EXPRESSLY GRANTED HEREIN. HYPERGLANCE SPECIFICALLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR SUCH PURPOSES.

10.3 IF APPLICABLE LAW REQUIRES ANY WARRANTIES WITH RESPECT TO THE SOFTWARE, ALL SUCH WARRANTIES ARE LIMITED IN DURATION TO THIRTY (30) DAYS FROM THE DATE OF DELIVERY.

10.4 NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY HYPERGLANCE, ITS DEALERS, DISTRIBUTORS, AGENTS OR EMPLOYEES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF ANY WARRANTY PROVIDED HEREIN.

10.5 (USA ONLY) SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

11 EXCLUSIVE REMEDY

11.1 TO THE EXTENT PERMITTED BY LAW, HYPERGLANCE'S LIABILITY FOR BREACH OF THIS AGREEMENT OR OTHERWISE IN CONNECTION WITH THE SOFTWARE, INCLUDING ANY IMPLIED WARRANTY OR CONDITION THAT CANNOT BE EXCLUDED, IS RESTRICTED AT HYPERGLANCE'S OPTION TO THE RE-SUPPLY OF SERVICES, OR PAYMENT OF THE COST OF RE-SUPPLY OF SERVICES (IF APPLICABLE).

12 LIABILITY & INDEMNITY

12.1 The User acknowledges that Hyperglance is not responsible for the conduct or activities of any user and that Hyperglance is not liable for such under any circumstances, including:

- (a) any illegal conduct of any users of the Software;
- (b) any defect or fault in the Software resulting from customisation or modifications;

(c) any use of the Software in contravention of this Agreement or other breach any of the terms or conditions set out in this Agreement.

12.2 The User agrees to indemnify Hyperglance for any loss, damage, cost or expense that Hyperglance may suffer or incur as a result of or in connection with the User's use of or conduct in connection with the Software, including use of the Content and any breach by the User of this Agreement.

12.3 NEITHER HYPERGLANCE NOR ITS SUPPLIERS SHALL BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, COVER OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR THE INABILITY TO USE EQUIPMENT OR ACCESS DATA, LOSS OF BUSINESS, LOSS OF PROFITS, BUSINESS INTERRUPTION OR THE LIKE), ARISING OUT OF THE USE OF, OR INABILITY TO USE, THE SOFTWARE AND BASED ON ANY THEORY OF LIABILITY INCLUDING BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF HYPERGLANCE OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

12.4 (USA only) SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OF CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

12.5 Each party acknowledges that it has not relied on any representation, warranty or statement made by any other party, other than as set out in this Agreement.

12.6 The User acknowledges and agrees that the User is solely responsible for the accuracy, quality and legality of all Content managed using the Software.

12.7 Nothing in this Agreement shall limit or exclude our liability for:

- (a) death or personal injury resulting from our negligence;
- (b) fraud or fraudulent misrepresentation; and
- (c) any other liability that cannot by law be excluded or limited.

13 BASIS OF THE BARGAIN

13.1 The Limited Warranty and Disclaimer, Exclusive Remedies and Limited Liability set forth above are fundamental elements of the basis of the agreement between Hyperglance and you. Hyperglance would not be able to provide the Software on an economic basis without such limitations. Such Limited Warranty and Disclaimer, Exclusive Remedies and Limited Liability inure to the benefit of Hyperglance's licensors.

14 US GOVERNMENT RESTRICTED RIGHTS LEGEND

14.1 The Software is provided with “RESTRICTED RIGHTS.” Use, duplication, or disclosure by the United States Government (the “U.S. Government”) is subject to restrictions as set forth in FAR 52.227-14 and DFAR 252.227-7013 et seq. or their successors. All U.S. Government users acquire the Software and user documentation with only those rights herein that apply to non-governmental customers. Use of either the Software or user documentation or both constitutes agreement by the U.S. Government that the Software and user documentation are “commercial computer software” and “commercial computer software documentation,” and constitutes acceptance of the rights and restrictions herein. Use of the Software by the Government constitutes acknowledgment of Hyperglance’s proprietary rights therein. The manufacturer of the Hyperglance Software is HYPERGLANCE LTD, Office 7, 35-37 Ludgate Hill, London, England, EC4M 7JN.

15 TERMINATION

15.1 This Agreement shall continue for the period specified on relevant website or as separately agreed with Hyperglance (Term) and shall be renewed automatically for successive Terms unless terminated in accordance with this Agreement.

15.2 The User may terminate this Agreement after the period specified on relevant website or otherwise or as separately agreed with Hyperglance prior to the end of the Term.

15.3 Hyperglance may revoke or suspend the licence to the Software, or terminate this Agreement, in the event of any breach by the User of this Agreement.

15.4 Expiry or termination of this Agreement is without prejudice to and does not affect the accrued rights or remedies of any of the parties arising in any way out of this Agreement up to the date of expiry or termination.

15.5 All provisions of this Agreement which by their nature should survive termination shall survive termination, including intellectual property rights, limitation of liability, disclaimer of warranty and indemnification.

16 DISPUTE RESOLUTION

16.1 If any dispute arises between the User and Hyperglance in connection with this Agreement (Dispute), then either party may notify the other of the Dispute with a notice (Dispute Notice) which:

(a) includes or is accompanied by full and detailed particulars of the Dispute; and

(b) is delivered within 10 Business Days of the circumstances giving rise to the Dispute first occurring.

16.2 Within 10 Business Days after a Dispute Notice is given, a representative (with the authority to resolve the dispute) of the User and Hyperglance must meet and seek to resolve the Dispute.

16.3 Subject to clause 16.4, a party must not bring Arbitration proceedings in the United States or court proceedings elsewhere in respect of any Dispute unless it first complies with the requirements of the dispute resolution mechanism outlined in this clause.

16.4 Nothing in this clause prevents either party from instituting court proceedings to seek urgent injunctive, interlocutory or declaratory relief in respect of a Dispute.

16.5 Despite the existence of a Dispute, the parties must continue to perform their respective obligations under this document and any related agreements.

If you are located in the United States, Sections 17 and 18 apply to you:

17 ARBITRATION, WAIVER OF CLASSWIDE ARBITRATION, VENUE.

17.1 GENERALLY. SUBJECT TO CLAUSE 17.3 BELOW, YOU AND HYPERGLANCE EACH ACKNOWLEDGE AND AGREE THAT ANY CLAIM, DISPUTE OR CONTROVERSY BETWEEN YOU AND HYPERGLANCE ARISING OUT OF OR RELATING TO (1) THIS AGREEMENT, INCLUDING THE VALIDITY OF THIS SECTION, AND (2) YOUR USE OF SOFTWARE AND/OR PRODUCT(S) UNDER THIS AGREEMENT (COLLECTIVELY, THE “DISPUTE”) SHALL BE RESOLVED EXCLUSIVELY AND FINALLY BY BINDING ARBITRATION ADMINISTERED BY JAMS, A NATIONALLY RECOGNIZED ARBITRATION AUTHORITY, PURSUANT TO ITS CODE OF PROCEDURES THEN IN EFFECT FOR CONSUMER-RELATED DISPUTES. YOU UNDERSTAND THAT WITHOUT THIS PROVISION YOU WOULD HAVE HAD A RIGHT TO LITIGATE A DISPUTE THROUGH A COURT BEFORE A JURY OR JUDGE, AND THAT YOU HAVE EXPRESSLY AND KNOWINGLY WAIVED THOSE RIGHTS AND AGREE INSTEAD TO RESOLVE ANY DISPUTES THROUGH BINDING ARBITRATION IN ACCORDANCE WITH THE PROVISIONS OF THIS SECTION.

17.2 ARBITRATION PROCEDURES AND FEES. PRIOR TO SUBMITTING A CLAIM FOR ARBITRATION, EITHER PARTY SHALL FIRST NOTIFY THE OTHER PARTY TO TRY TO RESOLVE THE DISPUTE ACCORDING TO SECTION 16 ABOVE. IF THE DISPUTE IS NOT RESOLVED PURSUANT TO SECTION 16 ABOVE, THEN THE CLAIM WILL BE SUBMITTED FOR ARBITRATION. THE ARBITRATION OF ANY DISPUTE OR CLAIM SHALL BE CONDUCTED IN ACCORDANCE WITH THE THEN CURRENT AND APPLICABLE RULES OF JAMS AS MODIFIED BY THIS AGREEMENT. THE ARBITRATION SHALL OCCUR BEFORE A SINGLE ARBITRATOR, WHO MUST BE A RETIRED JUDGE OR JUSTICE, IN ONE OF THE REGIONAL VENUES CONSISTENT WITH THE VENUE PROVISION BELOW. WHETHER OR NOT YOU PREVAIL IN THE DISPUTE, SO LONG AS YOUR CLAIM IS NOT FOUND TO BE FRIVOLOUS BY THE ARBITRATOR AS MEASURED BY RULE 11(b) OF THE FEDERAL RULES OF CIVIL PROCEDURE, YOU SHALL BE ENTITLED TO BE REIMBURSED FOR YOUR COSTS OF

ARBITRATION, WITHIN THE SOLE DISCRETION OF THE ARBITRATOR. IF THE ARBITRATION AWARD IS EQUAL TO OR GREATER THAN THE AMOUNT YOU DEMANDED IN YOUR ARBITRATION CLAIM, HYPERGLANCE WILL PAY FOR YOUR REASONABLE AND ACTUAL ATTORNEYS' FEES YOU HAVE INCURRED TO ARBITRATE THE DISPUTE, PLUS A MINIMUM RECOVERY OF \$2,500. ANY DECISION OR AWARD BY THE ARBITRATOR RENDERED IN AN ARBITRATION PROCEEDING SHALL BE FINAL AND BINDING ON EACH PARTY, AND MAY BE ENTERED AS A JUDGMENT IN ANY COURT OF COMPETENT JURISDICTION. IF EITHER PARTY BRINGS A DISPUTE IN A COURT OR OTHER NON-ARBITRATION FORUM, THE ARBITRATOR OR JUDGE MAY AWARD THE OTHER PARTY ITS REASONABLE COSTS AND EXPENSES (INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES) INCURRED IN ENFORCING COMPLIANCE WITH THIS BINDING ARBITRATION PROVISION, INCLUDING STAYING OR DISMISSING SUCH DISPUTE. ANY ARBITRATION SHALL BE CONFIDENTIAL, AND NEITHER YOU, NOR HYPERGLANCE NOR THE ARBITRATOR MAY DISCLOSE THE EXISTENCE, CONTENT OR RESULTS OF ANY ARBITRATION, EXCEPT AS MAY BE REQUIRED BY LAW OR FOR PURPOSES OF ENFORCEMENT OR APPEAL OF THE ARBITRATION AWARD. JUDGMENT ON ANY ARBITRATION AWARD MAY BE ENTERED IN ANY COURT HAVING PROPER JURISDICTION. IF ANY PORTION OF THIS ARBITRATION CLAUSE IS DETERMINED BY A COURT TO BE INAPPLICABLE OR INVALID, THEN THE REMAINDER SHALL STILL BE GIVEN FULL FORCE AND EFFECT.

17.3 WAIVER OF CLASSWIDE CLAIMS; SMALL CLAIMS COURT. NEITHER YOU NOR HYPERGLANCE SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS IN ARBITRATION BY OR AGAINST OTHER CONSUMERS OR ARBITRATE ANY CLAIMS AS A REPRESENTATIVE OR MEMBER OF A CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. YOU UNDERSTAND THAT WITHOUT THIS PROVISION YOU MAY HAVE HAD A RIGHT TO ARBITRATE A DISPUTE ON A CLASSWIDE OR REPRESENTATIVE BASIS, AND THAT YOU HAVE EXPRESSLY AND KNOWINGLY WAIVED THOSE RIGHTS AND AGREE INSTEAD TO ARBITRATE ONLY YOUR OWN DISPUTE(S) IN ACCORDANCE WITH THE PROVISIONS OF THIS SECTION. NOTWITHSTANDING THE ABOVE AGREEMENT TO ARBITRATE DISPUTES, YOU AND HYPERGLANCE EACH ACKNOWLEDGE AND AGREE THAT EITHER PARTY MAY, AS AN ALTERNATIVE TO ARBITRATION, BRING AN INDIVIDUAL ACTION IN SMALL CLAIMS COURT TO RESOLVE A DISPUTE, SO LONG AS SUCH SMALL CLAIMS COURT DOES NOT PROVIDE FOR OR ALLOW FOR JOINDER OR CONSOLIDATION OF CLAIMS.

17.4 VENUE. EXCEPT FOR INDIVIDUAL SMALL CLAIMS ACTIONS WHICH CAN BE BROUGHT IN ANY SMALL CLAIMS COURT WHERE JURISDICTION AND VENUE ARE PROPER, ANY ARBITRATION, LEGAL SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY DISPUTE SHALL BE COMMENCED IN (1) NEW YORK, NEW YORK, (2) LONDON, ENGLAND, AND YOU AND HYPERGLANCE EACH IRREVOCABLY SUBMIT TO THE EXCLUSIVE JURISDICTION AND VENUE OF ANY SUCH PROCEEDING. HOWEVER, FOR A DISPUTE OF \$10,000 OR LESS, YOU MAY CHOOSE WHETHER THE ARBITRATION IN ANY OF THE TWO

VENUES PROCEEDS IN PERSON, BY TELEPHONE, OR BASED ONLY ON SUBMISSIONS.

18 GOVERNING LAW

18.1 This Agreement will be governed by New York law, without reference to its or any other jurisdiction's conflict of laws principles. Any action arising out of or relating to this Agreement may be brought exclusively in the appropriate state or federal court in New York, New York, and Hyperglance and you irrevocably consent to the jurisdiction of such courts and venue in New York, New York. However, if you are a consumer and you live in a country where Hyperglance markets or distributes the Software, local law may require that certain consumer protection laws of your country of residence apply to some sections of this Agreement. In addition, Hyperglance may seek injunctive relief in any court having jurisdiction to protect its intellectual property rights. Each of the United Nations Convention on Contracts for the International Sale of Goods and the United Nations Convention on the Limitation Period in the International Sale of Goods is hereby expressly excluded and will not apply to this Agreement.

If you are located outside of the United States, or if Sections 17 and 18 do not apply to you or are otherwise unenforceable as adjudicated by a court of competent jurisdiction, then Section 19 applies to you:

19 GOVERNING LAW.

19.1 This Agreement is governed by the laws of England & Wales. Each of the parties hereby submits to the non-exclusive jurisdiction of courts with jurisdiction there.

20 NOTICES

20.1 The User can direct notices, enquiries, complaints and so forth to Hyperglance as set out in this Agreement. Hyperglance will notify the User of a change of details from time-to-time.

20.2 Hyperglance will send the User notices and other correspondence to the details that the User submits to Hyperglance, or that the User notifies Hyperglance of from time-to-time. It is the User's responsibility to update its contact details as they change.

20.3 A consent, notice or communication under this Agreement is effective if it is sent as an electronic communication unless required to be physically delivered under law.

21 ASSIGNMENT

21.1 The User may only assign or otherwise create an interest in their rights under this Agreement with the written consent of Hyperglance.

21.2 Hyperglance may assign or otherwise create an interest in their rights under this Agreement by giving the User written notice.

22 GENERAL

22.1 Formation. This Agreement is formed when the User acknowledges their consent to this Agreement, whether done electronically or physically.

22.2 Prevalence. To the extent that the Special Conditions are inconsistent with this Agreement, the Special Conditions will prevail.

22.3 Disclaimer. Each party acknowledges that it has not relied on any representation, warranty or statement made by any other party, other than as set out in this Agreement.

22.4 Relationship. The relationship of the parties to this Agreement does not form a joint venture or partnership.

22.5 Waiver. No clause of this Agreement will be deemed waived and no breach excused unless such waiver or consent is provided in writing.

22.6 Further Assurances. Each party must do anything necessary (including executing agreements and documents) to give full effect to this Agreement and the transaction facilitated by it.

22.7 Liability for Expenses. Each party must pay its own expenses incurred in negotiating, executing, stamping and registering this Agreement.

22.8 Inconsistency. If this Agreement is inconsistent with any other document or agreement between the parties, this document prevails to the extent of the inconsistency.

22.9 Counterparts. This Agreement may be executed in any number of counterparts. All counterparts together will be taken to constitute one instrument.

22.10 Time. Time is of the essence in this Agreement.

22.11 Severability. Any clause of this Agreement, which is invalid or unenforceable is ineffective to the extent of the invalidity or unenforceability without affecting the remaining clauses of this Agreement.

22.12 Interpretation. Headings are only for convenience and do not affect interpretation. The following rules apply in this Agreement unless the context requires otherwise:

(a) The singular includes the plural and the opposite also applies.

(a) If a word or phrase is defined, any other grammatical form of that word or phrase has a corresponding meaning.

(b) A reference to a clause refers to clauses in this Agreement.

(c) A reference to legislation is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it.

(d) Mentioning anything after includes, including, or similar expressions, does not limit anything else that might be included.

(e) A reference to a party to this Agreement or another agreement or document includes that party's successors and permitted substitutes and assigns (and, where applicable, the party's legal personal representatives).

(f) A reference to a person, corporation, trust, partnership, unincorporated body or other entity includes any of them.

(g) A reference to information is to information of any kind in any form or medium, whether formal or informal, written or unwritten, for example, computer software or programs, concepts, data, drawings, ideas, knowledge, procedures, source codes or object codes, technology or trade secrets.

22.13 Definitions. The following definitions apply in this document:

(a) Agreement means this Agreement and any Special Conditions.

(b) Business Day means a day (other than a Saturday, Sunday or public holiday) on which banks are open for general banking business in London, UK.

(c) Content means content, data and other information that is accessed or used via the Software.

(d) Data Protection Laws means, as applicable: (a) until the date when the GDPR comes into force (i.e. 25 May 2018), the Data Protection Act 1998 (the "DPA") and the Data Protection Directive 95/46/EC of the European Parliament and any other laws or regulations implementing it; (b) from and including the GDPR Date, Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (the "GDPR") and any legislation which seeks to implement the GDPR as may be implemented into applicable law; and (c) both before, on and after the GDPR Date, any and all legally binding guidelines, recommendations, best practice, opinions, directions, decisions, codes of practice and codes of conduct issued, adopted or approved by the European Commission, the Article 29 Working party, the European Data Protection Board, the UK's Information Commissioner's Office and/or any other applicable supervisory authority or data protection authority;

(e) Fees means the fees and charges for use of the Software as specified by Hyperglance from time to time on the Hyperglance website, third party website or by separate agreement with Hyperglance.

(f) Hyperglance Order Form means the online or offline order form executed by the User for the Software.

(g) Intellectual Property means all rights (present and future) conferred by common law, equity or statute (and all moral rights) connected with business names, computer software, confidential information, copyright, designs, domain names, formulas, inventions, knowhow, patents, trade marks, and other results of intellectual activity in the industrial, commercial, scientific, literary or artistic field, the benefit of any application to register such a right and the benefit of any renewal or extension of such a right.

(h) Personal Data” means the personal data (as defined under the relevant Data Protection Laws) as processed or provided by one party to the other in connection with the Agreement; (g) Special Conditions means any client agreement or other terms and conditions agreed with Hyperglance in writing (including in the Hyperglance Order Form).

END

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