

## WHITE LABEL AGREEMENT

THIS AGREEMENT (“Agreement”) is and between Instoo("Brand Name"), andVerdi Ergün (“Partner”).

WHEREAS, Verdi Ergün has the right to sublicense the software defined below as Licensed Software;  
and

WHEREAS, the parties desire that Instoo sublicense to Partner the rights to white label Instoo’s software product(s), and to market and distribute such White-labeled Product(s), subject to the terms and conditions hereof;

NOW, THEREFORE, in consideration of the foregoing, and in reliance on the mutual agreements contained herein, the parties agree as follows:

### 1. Definitions.

1. "Licensed Software" means the INSTOO AUTOMATION EXTENSION software in compiled form.
2. "Whitelabeled products", “White label” and/or “White labeled” means a rebranded version of the Licensed Software only to be handled by Partner as described in accordance with Exhibit A.
3. "Proprietary Rights" means any and all rights, whether registered or unregistered, in and with respect to patents, copyrights, confidential information, know-how, trade secrets, moral rights, contract or licensing rights, branding features, and confidential and proprietary information protected under contract or otherwise under law, and other similar rights or interests in intellectual or industrial property
4. "Branding features" means proprietary domain names, trade names, trademarks, logos,or other distinctive branding features.

### 2. Grant of License and Restrictions. Subject to the terms and conditions herein, Instoo hereby grants to Partner a non-exclusive, worldwide license, subject to Instoo Proprietary Rights, as follows:

1. To distribute the Licensed Software in white labeled format only.
2. In accordance with the rights granted in 2.1 through Partner’s subsidiaries, value-added resellers, distributors and resellers (including affiliate partners participating in an organized affiliate program), if any, (collectively “Partner Network”) to distribute the rebranded version of the Licensed Software.
3. Partner is not authorized (i) to incorporate the Licensed Software into any product or code other than the White labeled Product, or (ii) to distribute the Licensed Software on a standalone basis, independent of the White labeled Product, nor may Partner sublicense the right to white label the product to any third party if not covered by this Agreement or any addition to this agreement.
4. Branding Requirements; “White Label” Rights and Obligations. There are no branding

requirements.

5. Proprietary Rights Notice(s). Partner shall affix Proprietary Rights notices to the Whitelabeled Products in accordance with Exhibit A.
6. Export. The Licensed Software, including associated technical data, may be subject to export or import regulation in other countries. Partner agrees at its expense to comply strictly with all such regulations, and acknowledges that it has the responsibility to obtain such licenses to export, re-export, or import Whitelabeled Products.
7. Reservation of Rights. All rights not expressly granted to Partner herein are expressly reserved by Instoo.
8. Royalties. There are no royalties.
9. Partner's Resale Policies. Partner is encouraged to follow Instoo's pricing policies for products.
10. Marketing and Support Obligations. Each party shall perform the marketing and support obligations in accordance with Exhibit B attached.
11. Warranty Disclaimers. TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, EACH PARTY ON BEHALF OF ITSELF AND ITS SUPPLIERS HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WITH REGARD TO THE SOFTWARE AND ANY RELATED WRITTEN MATERIALS, SYSTEM INTEGRATION, AND DATA ACCURACY. EACH PARTY ACKNOWLEDGES THAT IT HAS NOT RELIED ON ANY REPRESENTATION THAT IS NOT EXPRESSLY SET OUT HEREIN.
12. Indemnification.
  1. Partner shall indemnify, defend and hold Instoo and its subsidiaries and their employees, officers, directors, and licensors harmless from any and all liabilities, losses, claims, demands, actions, proceedings, damages, costs and expenses including without limitation, reasonable legal fees and expenses in connection with any suit or claim (i) arising out of Partner's marketing or distribution of the Licensed Software.
  2. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL INSTOO BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING WITHOUT LIMITATION, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES FOR PERSONAL INJURY, LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR ANY OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OF OR INABILITY TO USE THIS PRODUCT, EVEN IF INSTOO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, INSTOOS' ENTIRE LIABILITY UNDER ANY PROVISION OF THIS AGREEMENT SHALL BE

LIMITED TO THE PRICE PAID BY PARTNER FOR ONE LICENSE OF  
WHITELABELED PRODUCT.

13. Ownership of Licensed Software. Title to the Proprietary Rights embodied in the Licensed Software shall remain in and be the sole and exclusive property of Instoo.
14. Reciprocal Disclosure of Confidential Information. The parties anticipate that each may disclose confidential information to the other. Accordingly, the parties desire to establish in this Section terms governing the use and protection of certain information one party ("Owner") may disclose to the other party ("Recipient"). For purposes hereof, "Confidential Information" means the terms and conditions hereof, and other information of an Owner (i) which relates to designs and programming techniques embodied in the Licensed Software in the case of Instoo and the Whitelabeled Products in the case of Partner, and the business models and plans, and technical information and data of an Owner or its customers or suppliers regarding the Licensed Software in the case of Instoo and the Whitelabeled Products in the case of Partner, or (ii) which, although not related to the Licensed Software or Whitelabeled Products, is nevertheless disclosed hereunder, and which, in any case, is disclosed by an Owner or an affiliate to Recipient in document or other tangible form bearing an appropriate legend indicating its confidential or proprietary nature, or which, if initially disclosed orally or visually is identified as confidential at the time of disclosure and a written summary hereof, also marked with such a legend, is provided to Recipient within fifteen (15) days of the initial disclosure. Recipient may use Confidential Information of Owner only for the purposes of this Agreement and shall protect such Confidential Information from disclosure to others, using the same degree of care used to protect its own proprietary information of like importance, but in any case using no less than a reasonable degree of care. Recipient may disclose Confidential Information received hereunder only as reasonably required or permitted hereunder and only to its employees or contractors who have a need to know for such purposes and who are bound by signed, written agreements to protect the received Confidential Information from unauthorized use and disclosure. The restrictions of this Agreement on use and disclosure of Confidential Information shall not apply to information that: (i) is in the possession or control of Recipient at the time of its disclosure hereunder; (ii) is, or becomes publicly known, through no wrongful act of Recipient; (iii) is received by Recipient from a third party free to disclose it without obligation to Owner; or (iv) is independently developed by Recipient without reference to Confidential Information.
15. Injunctive Relief. The parties hereby agree that any breach of any provision of this Agreement regarding confidentiality or protection of Proprietary Rights would constitute irreparable harm, and that the aggrieved party shall be entitled to specific performance and/or injunctive relief in addition to other remedies at law or in equity.
16. Term and Termination.
  1. Term of Agreement. The initial term of this Agreement shall commence as of the Effective Date hereof.
  2. Termination for Cause. Either party may terminate this Agreement at any time.
  3. Termination for Convenience. Partner may terminate this Agreement at any time. Instoo may terminate this Agreement and the licenses granted hereunder for its convenience at

any time by giving the other party at least one hundred twenty (120) calendar days written notice,

4. Effect of Expiration or Termination. Upon the expiration or termination hereof, all rights and licenses granted herein shall terminate, and Partner shall cease distributing Whitelabeled Products. Each party shall promptly return all Confidential Information of the other party. Notwithstanding the forgoing, Partner may exercise the rights and licenses necessary solely for Partner to fulfill its outstanding support obligations to existing customers. The terms and conditions of Sections 9 through 15, and any payment obligations, and any rights of action for breach of this Agreement that may have arisen prior to termination or expiration, shall survive any termination or expiration of this Agreement.
17. Assignment. This Agreement shall inure to the benefit of, and be binding upon, any successor to all or substantially all of the business and assets of each party, whether by merger, sale of assets, or other agreements or operation of law. Except as provided above, Partner shall not assign this Agreement or any right or interest under this Agreement without Instoo's prior written consent. Any attempted assignment or delegation in contravention of this Section shall be void and ineffective.
18. Independent Contractors. The relationship of the parties is that of independent contractor, and nothing herein shall be construed to create a partnership, joint venture, franchise, employment, or agency relationship between the parties. Partner shall have no authority to enter into agreements of any kind on behalf of Instoo and shall not have the power or authority to bind or obligate Instoo in any manner to any third party.
19. Force Majeure. Neither Instoo nor Partner shall be liable for damages for any delay or failure of delivery arising out of causes beyond their reasonable control and without their fault or negligence, including, but not limited to, Acts of God, acts of civil or military authority, fires, riots, wars, embargoes, epidemics, Microsoft/Windows or Google blocks/lockouts or communications failures. Notwithstanding anything to the contrary contained herein, if either party is unable to perform hereunder for a period of thirty (30) consecutive days, then the other party may terminate this Agreement immediately without liability by ten (10) days written notice to the other.
20. Notices. Any notice or communication required or permitted to be given hereunder may be delivered by hand, deposited with an overnight courier, sent by e-mail or facsimile (provided delivery is confirmed), or mail (registered or certified only), return receipt requested, to the address set forth below or such other addresses as the parties may designate from time to time in writing in accordance with this Section. Notice by mail shall be effective on the date it is officially recorded as delivered to the intended recipient by return receipt or equivalent. Notices sent by facsimile or email shall be deemed effective on the date sent provided that delivery is confirmed.

If to Instoo: Name and Address

21. Registration of Data. All Whitelabeled products use the Instoo Toolkit. The Instoo Toolkit registers the following information: Computer ID, start of trial, expiration of trial and whether the

Computer ID has purchased a subscription or not. No personal data is registered and the data in question is used for subscription control only. Instoo will at no time attempt to try to contact Partner's customers on the basis of the information gathered by the Toolkit.

22. Treatment of Information. Partner warrants that it will conform to international laws regarding security, spam, and gathering of personal data.
23. Miscellaneous. This Agreement shall be construed under the laws of Denmark, without regard to its principles of conflicts of law. This Agreement constitutes the entire understanding of the parties with respect to the subject matter of this Agreement and merges all prior communications, understandings, and agreements. This Agreement may be modified only by a written agreement signed by the parties. The failure of either party to enforce at any time any of the provisions hereof shall not be a waiver of such provision, or any other provision, or of the right of such party thereafter to enforce any provision hereof.

EXHIBIT A  
SOFTWARE DESCRIPTION; ROYALTIES

1. Licensed Software: The compiled version of Instoo's proprietary software Product(s), along with its accompanying technical documentation, and any updates or upgrades delivered by Instoo to Partner under this Agreement.
  2. Whitelabeled Products: Rebranded version of Product(s) to be marketed, distributed and resold by Partner under its own brand.
  3. Proprietary Right Notice(s) for Whitelabeled Products. The Parties agree that a copyright notice shall at all times appear (somewhere) in the Whitelabeled Product or License Agreement in a type size that is clearly readable as follows : "Copyright © Instoo ApS. All rights reserved worldwide".
  4. Product Keys: Partner will be provided with access to Instoo's online reseller module. Partner can use the reseller module to retrieve the desired amount of Product Keys, which are then delivered by e-mail. Partner will purchase keys needed online and pay accordingly.
- All sales are final and Product Keys can not be returned once purchased.  
Product Keys purchased may ONLY be used for the white label product registered. They are not for resell for any other brand or product and may be cancelled if attempted.
5. Royalties. There will be no royalties.
  7. Taxes. Partner will be responsible for, and will promptly pay, all applicable taxes, government fees, duties, excises, tariffs, and other similar amounts of any kind imposed on either party associated with this Agreement or Partner's receipt, use, export or import of the licensed software, or the associated services, except for Instoo's normal operating income taxes.

## EXHIBIT B

### MARKETING AND SUPPORT OBLIGATIONS

1. Instoo's Obligations. Instoo shall perform the following obligations at its cost and expense, unless otherwise indicated.

1.1 Location of Services. All services hereunder shall be performed at Instoo's facilities.

1.2 Instoo shall build and provide Partner with a finished installer of the Whitelabeled Product according to the specifications set forth in the Instoo online White Label Guide at Instoo\_\_\_\_\_

1.3 Technical Support Consultation; Instoo shall provide technical support only to Partner and not to Partner's customers, end-users, or Partner Network.

1.4 Error Correction. Instoo shall undertake commercially reasonable efforts to correct any (i) failure of the licensed software to conform to documentation supplied by Instoo, and (ii) any error in the licensed software caused by Instoo that materially affects the use of the licensed software.

1.5 New builds. Partner can create builds online, but if special assistance is needed, there may be a cost incurred to Partner involved.

1.6 Translation: Instoo will provide the product with standard translation into selected languages. If changes in the translation are desired by the Partner, those can be widely met but must be paid for by partner and submitted by partner to their own builds in their own interface (toolkit) provided by Instoo (see Whitelabel Guide).

2. Partner's Obligations. Partner shall perform the following obligations at its cost and expense, unless otherwise indicated.

2.1 Providing/uploading graphical assets and technical resources needed to produce a White label version of the software as specified in the Instoo White label Guide. Partner shall be solely responsible for producing any additional artwork and or technical resources needed to produce a White label version of the Licensed Product.

2.2 Marketing and Distribution. Partner shall be solely responsible for all marketing and distribution of whitelabeled products. If a Partner breaks any code of Conduct in Distribution set by good standard of the Internet, Google or Microsoft, Instoo is in their right to stop functionality of the product and close the account. Any violation of Good Conduct by one partner can mean blacklisting of the product and harm to all partners. So please behave!

2.4 Technical Contact. Instoo provides technical assistance to Partner only. Any Technical questions can be submitted to OEM@mg.Instoo.com.

2.5 First Technical Support. Partner shall be solely responsible for providing "First Line" technical support directly to its customers, end-users, and Partner Network regarding the Whitelabeled Product(s).

