**SOFTWARE** **LICENSE AGREEMENT**

This Software License Agreement (Agreement) is entered into this day of , 2022 between Intelliswift Software, Inc., a California Corporation, located at 39600 Balentine Dr. Suite 200, Newark, CA 94560 (“Licensor”), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(“Licensee”). The Licensor and the Licensee are, collectively, the “Parties.”

WHEREAS, Licensor owns the iMAX migration tool (Product), which will help Licensee to accelerate and perform seamless migration of the API code and related configuration from Apigee Current Gen product to Apigee Next-Gen products; and

WHEREAS, Licensee is desirous of Licensor providing Product for Licensee’s non-exclusive use; to utilize such Product~~, and availing the Services, as subscribed for~~; and

WHEREAS, in connection with the transactions contemplated in the Order Form, Licensee desires to obtain from Licensor, and Licensor desires to grant to Licensee, a license to the Product ~~and related Services, if subscribed for~~; and

WHEREAS, Licensee is willing to accept the Product license ~~and Services~~, if applicable, under the conditions set forth below.

NOW, THEREFORE in consideration of the foregoing and the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. **DEFINITIONS**
   1. **Documentation**: The user documentation that Licensor makes available for the Licensed Product in electronic form or paper form.
   2. **Product**: Migration tool titled iMAX that you may obtain through Licensor's artifact(s).
   3. **~~Support & Maintenance~~**~~: All successor upgrades, revisions, patches, enhancements, fixes modifications, copies, additions or maintenance releases of the ICAF software framework, if any, provided that the updates shall not include customizations, new subsequent releases of the software but include any minor revisions of the software version.~~
   4. **~~Services~~**~~: Support & Maintenance of the Product and/or customization as subscribed for by the Licensee.~~
   5. **Use**: Use of the Product subject to restrictions stated in Section 9.6.
   6. **Licensee**: Licensee means the legal entity or individual that is identified in the applicable Product Order or who has rightfully received a license to the Licensed Product.
   7. **Licensor**: Intelliswift Software, Inc. and its affiliates who own the intellectual property rights in Licensed Product.
   8. **Licensed Product**: The Licensed software framework and Documentation.
   9. **Order Form**: Standard order form executed by both Parties which references this Agreement.
   10. **~~Order Term~~**~~: Order Term means the period for which a Service is agreed as specified in the Order Form.~~
   11. **~~Third Parties~~**~~: Third Parties include, without limitation, contractors and consultants (including contractors and consultants retained to provide services solely for the benefit of Licensee), outsourcers, Licensee’s affiliates and subsidiaries, parent companies, customers, and the public.~~
2. **LICENSE GRANTED**
   1. Subject to the terms and conditions of this Agreement and in consideration of Licensee’s obligation to pay monetary fees as outlined in the Order Form, Licensor hereby grants, and Licensee hereby accepts, a perpetual, non-transferable license to use the Product ~~and receive the type of Services subscribed for~~ within the United States.
   2. The Licensor grants you the non-exclusive and non-transferable license to store, load, install, execute, and display (to "Use") the specified version of the Product pursuant to the terms and conditions of this Agreement. Licensee hereby agrees and accepts the terms and conditions of this Agreement solely for Licensee’s internal business operations, functions and benefit, and not for commercialization of the Licensed Software or to provide services or benefit to any affiliates or subsidiaries of Licensee or any other third party.
   3. ~~Subscriptions: Subject to the terms and conditions of this Agreement including, Licensor hereby grants to Licensee and its Authorized Users a non-exclusive, non-transferable perpetual license to the Product and Services during the applicable Order term, to access and use the Services in accordance with this Agreement and subject to the limitations set forth in the applicable Order Form.~~
3. **~~CUSTOMIZATION~~**

## ~~Licensee may request Licensor to develop a modification or enhancement of the Product to provide certain functionality or compatibility with other softwares (each, a "Customization”). The specifications and terms of development for such Customization will be set forth in a Statement of Work in the form of Exhibit A (the “Statement of Work”) which shall be executed by both parties and shall reference this Agreement and be made a part hereof. Each Statement of Work shall include the timeframe for the completion of such Customization, the estimated cost, and, as applicable, the rate at which such Customization will be provided to Licensee.~~

## **~~SUPPORT AND MAINTENANCE.~~**

* 1. ~~Licensee is not entitled to any updates to the Licensed Product, unless Licensee purchases support and maintenance services. Support and Maintenance services shall include, but are not limited to, any new versions, bug fixes, and patches.~~
  2. ~~Licensor will provide Licensee with email technical support & maintenance Services for a period of one (1) year or as subscribed in the Order Form, provided however that Licensee may extend the technical support & maintenance Services, as available, by signing up and paying the appropriate subscription fees for support services to Licensor per applicable terms and conditions set forth in the Order Form.~~

## **PAYMENTS**

* 1. Licensee agrees to pay the applicable license fees for the Product, one-time installation cost, ~~Customization cost, if applicable, and first year Services subscription payment, if subscribed for,~~ in United States dollars prior to installation of the Licensor’s Product or such other date as agreed in writing by the Parties as set forth in the Order Form ~~or in the applicable SOW~~.
  2. ~~For renewal of the Services subscription, Licensee will pay to Licensor (i) Subscription Fees within 30 days after the Effective Date unless otherwise set forth in the applicable Order Form; and, if applicable, (ii) Customization Service Fees as set forth in the applicable SOW, in each case without deduction or setoff.~~
  3. The fees for the Product ~~and the opted Services~~ shall be paid without any deduction or tax withholding. The Fees are exclusive of any applicable transportation charges, sales, use, value added tax, and other applicable taxes and duties, and all such amounts shall be paid or reimbursed by Licensee.
  4. If Licensee payment is more than thirty (30) days past due, interest at the rate of twelve percent (12%) per annum (or, if lower, the maximum rate permitted by applicable law) shall accrue. Unless otherwise specified in this Agreement, all fees and other amounts paid by Licensee under this Agreement are non-refundable.

## **WARRANTIES OF LICENSOR**

* 1. Licensor warrants that it has the right to provide the Product to Licensee hereunder. Otherwise, Licensor provides the Software to Licensee “as is.” Licensor makes no warranties or representations that the Product is free of errors or defects, or that it adequately performs the functions it is intended to perform. Licensee shall test the Product to ensure its acceptability for Licensee’s purpose prior to putting the Product in productive use.
  2. Licensor is under no obligation to update or correct defects or errors in the Software ~~unless Licensee opts for the support and maintenance Services~~.
  3. THE SOFTWARE IS PROVIDED “AS IS” AND LICENSOR MAKES NO OTHER WARRANTIES WITH RESPECT TO THE SOFTWARE, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

## **LICENSEE’S EXCLUSIVE REMEDIES**

* 1. Licensee’s sole and exclusive remedy for Licensor not meeting the Documentation shall be the repair of the Licensed Product free of charge so that it substantially conforms to the Documentation or, if Licensor reasonably determines that such remedy is not economically or technically feasible, Licensee shall be entitled to a full refund of the license fee and any maintenance fee paid for such Licensed Product. Upon such refund, Licensee’s license to use such Licensed Product will immediately terminate.
  2. The remedies set forth in this Section 7 shall not apply if the defects in the Licensed Product result from: (a) failure to use the Licensed Product in accordance with the Documentation or this Agreement; (b) the malfunctioning of Licensee’s equipment or network; (c) accident, neglect, or abuse; (d) service by any unauthorized person; (e) other software used by Licensee and not provided by Licensor, or for which the Licensed Product is not designed or licensed for such use; (f) Third Party Software (Open source software); (g) any other cause occurring after initial delivery of the Licensed Product, unless caused directly by Licensor. THE FOREGOING WARRANTIES DO NOT APPLY, AND LICENSOR DISCLAIMS ALL WARRANTIES, WITH RESPECT TO ANY THIRD-PARTY SOFTWARE (Open source software). The remedies set forth in this Section 7 will not apply and will become null and void if Licensee materially breaches any provision of this Agreement.

1. **OPEN SOURCE SOFTWARE AND COMPONENTS**

The Licensed Product may include certain open source software. Open source software is licensed pursuant to the applicable open source license. To the extent applicable, information about the open source software is set forth in Exhibit B.

1. **PROPERTY RIGHTS AND RESTRICTIONS ON USE**
   1. Licensee recognizes that Licensor regards the Licensed Product as its proprietary information and as confidential trade secrets of great value. The Licensed Product and the authorship, systems, ideas, methods of operation, Documentation and other information contained in the Product, are proprietary intellectual properties and/or the valuable trade secrets of the Licensor and are protected by civil and criminal law, and by the law of copyright, trade secret of the United States, other countries and international treaties. Licensee agrees not to provide or to otherwise make available in any form the Licensed Product, or any portion thereof, to any person other than employees of Licensee without the prior written consent of Licensor.
   2. Licensee further agrees to treat the Licensed Product with at least the same degree of care with which Licensee treats its own confidential information and in no event with less care than is reasonably required to protect the confidentiality of the Licensed Product. Licensee recognizes that the Product, ~~and Customizations,~~ updates or corrections, if any, and all copyrights, trade secret rights, and other intellectual property rights therein are the property of, and all rights thereto, are owned by Licensor. Title to the Product~~, and Customizations~~, updates or corrections, if any, shall at all times remain with Licensor.
   3. Licensee shall keep the Product, ~~and Customizations,~~ updates and/or corrections, if any, free and clear of any claims, liens and encumbrances attributable to the use or possession of the Product by Licensee. Any act of Licensee, whether voluntarily or involuntarily, purporting to create a claim of encumbrance shall be void. The Product is for the sole use of Licensee and shall be Used only for the purpose set forth in this Agreement.
   4. Any suggestions, ideas for modifications, enhancements, and other feedback from Licensee regarding the Licensed Software provided at any time (collectively, the “Feedback”), including (but not limited to) all intellectual property rights in and to such Feedback, shall be owned exclusively by Licensor. Licensee hereby assigns all right, title and interest in and to such Feedback and all the intellectual property rights therein to Licensor, without the necessity of any further consideration. To the extent any Feedback cannot be assigned to Licensor, Licensee hereby grants to Licensor a perpetual, irrevocable, exclusive, worldwide, royalty-free, fully paid up license, with the right to sublicense through multiple tiers to use, make, sell, distribute, execute, adapt, translate, reproduce, display, perform, modify, create derivative works of and otherwise exploit the Feedback in any manner.
   5. Licensee shall promptly notify Licensor if it becomes aware of any infringement or misappropriation of the Licensed Products and shall fully cooperate with Licensor, at Licensor’s expense, in any legal action taken by Licensor to enforce its intellectual property rights.
   6. Licensee agrees that for the term of this Agreement and thereafter, for the entire duration the Licensee has custody and possession of the Product, Licensee will not:
2. provide or make available the Product to any person or entity other than employees of Licensee who have a need to know consistent with Licensee’s use thereof under this Agreement. Under no circumstances Licensee shall sell, loan, rent, lease, loan, license, sublicense, publish, display, distribute, or otherwise transfer to a third party the Product, any copy or use thereof, in whole or in part, without Licensor's prior written consent. In no case you may permit third parties to benefit from the use or functionality of the Product via a timesharing, service bureau or other arrangement; or
3. use, copy, emulate, clone, rent, lease, sell, modify, decompile, disassemble, otherwise reverse engineer, or otherwise reduce any party of the Product to human readable form or transfer the licensed Product, or any subset of the licensed Product, nor permit any third party to do so, except to the extent the foregoing restriction is expressly prohibited by applicable law. Notwithstanding the foregoing sentence, decompiling the Product is permitted to the extent the laws of your jurisdiction give you the non-waivable right to do so to obtain information necessary to render the Product interoperable with other software; provided, however, that you must first request such information from the Licensor and the Licensor may, in its discretion, either provide such information to you (subject to confidentiality terms) or impose reasonable conditions, including a reasonable fee, on such use of the Product to ensure that the Licensor's proprietary rights in the Software are protected. Licensee may not modify, or create derivative works based upon the Product in whole or in part. Any such unauthorized use shall result in immediate and automatic termination of this Agreement and the License granted hereunder and may result in criminal and/or civil prosecution. Neither Product's binary code nor source may be used or reverse engineered to re-create the program algorithm, which is proprietary, without written permission of the Licensor. All rights not expressly granted here are reserved by Licensor and/or its suppliers and licensors, as applicable.
   1. Licensee agrees to promptly notify Licensor if it obtains information as to any unauthorized possession, use or disclosure of the Product by any person or entity, and further agrees to cooperate with Licensor in protecting Licensor’s proprietary rights. If Licensee, its officers, agents, or employees, breach any provision of this Agreement, such breach must be cured within thirty (30) days of receipt of Licensor’s written notice describing such breach. If such breach is not cured within the thirty (30) days after receipt of the notice, Licensee shall pay Licensor reasonable monetary payments for loss and/or damages related to such breach.
   2. If Licensee breaches, or threatens to breach these provisions, Licensee agrees that Licensor would have no adequate remedy at law and would therefore be entitled to seek immediate injunctive and other equitable relief, without the necessity of posting a bond.
4. **TERM**
   1. The term of this Agreement ("Term") shall begin when Licensor installs the Product on the Licensee’s server and shall continue, unless otherwise terminated pursuant hereto, in perpetuity or for the term specified in the License granted hereunder.

* 1. **Termination by Licensor for cause**: Licensor may terminate this Agreement immediately by giving Licensee written notice of termination in the event that
  2. Licensee breaches any material term or condition of this Agreement and fails to remedy such breach within thirty (30) days of receipt of Licensor’s notice detailing such breach;
  3. Licensee becomes insolvent, has a receiver appointed, or files for or has filed against it, liquidation, bankruptcy or analogous proceedings; or
  4. Licensee infringes or misappropriates the intellectual property rights of Licensor.

Termination shall be without prejudice to any other rights or remedies Licensor may have.

* 1. Upon any termination of this Agreement for cause, Licensee must immediately cease use of the Product and destroy all copies of the Product. Upon termination of this Agreement for cause, Licensee will no longer be authorized to use the Product in any way ~~and/or avail the Services offered by the Licensor~~.
  2. ~~If Licensee has subscribed for a Support & Maintenance plan, such subscription shall automatically terminate upon expiry of the term specified in the Order Form, unless earlier terminated under this Section 10.~~
  3. ~~In the event Licensee has subscribed for a Customization plan, such subscription shall automatically terminate upon expiry of the term specified in the SOW, unless earlier terminated under this Section 10.~~
  4. Early termination of this Agreement shall not entitle Licensee to any refund or reimbursement of any previously paid fees.
  5. The rights and obligations of the parties contained in Sections 2 (License Granted), 5 (Payment), 6.3 (Disclaimer of Warranty), 9 (Property Rights; Restrictions on Use), 11 (Indemnification), 12 (Limitation of Liability), 13 (Privacy Policy), 16 (Notice to U.S. Government End Users) and 18 (Miscellaneous) will survive the termination or expiration of this Agreement.
  6. In the event of termination for cause, Licensee will immediately discontinue use of the Licensed Programs. Within one (1) month after termination of this Agreement, Licensee will furnish to Licensor a confirmation in writing which certifies with respect to the Licensed Product that, through its best effort and to the best of its knowledge, the original and all copies, in whole or in part and in any form, of each of the Licensed Product have been destroyed.

1. **INDEMNIFICATION**
   1. Either Party agrees to indemnify, defend and hold harmless the other Party and its respective officers, directors, employees, agents, successors, and assigns from any and all losses, liabilities, damages and claims, and all related expenses (including reasonable legal fees and disbursements and costs of investigation, litigation, settlement, judgment, interest and penalties) and costs related to, arising from, or in connection with any third-party claim related to, arising from, or in connection with (i) the actual or alleged infringement by the defaulting Party (except when such breach is exclusively attributable to the indemnified Party) of any third-party intellectual property and/or proprietary right, including, but not limited to, patent, trademark, copyright, trade secret, publicity and/or privacy, (ii) property damage due to the gross negligence or intentional misconduct of the defaulting Party, and/or (iii) breach by the defaulting Party of any of its representations, warranties, obligations, and/or covenants set forth herein.
   2. Licensor shall have no obligation to defend any action or indemnify Licensee from damage if:
2. Licensee has modified the Product in combination with other software and the action would have been avoided without such combined use.
3. Licensee is using the Product in combination with other Software and the action would have been avoided without such combined use.
   1. Obligations set forth herein are contingent upon the other party:
4. Providing the indemnifying party with prompt written notice of any action brought against the other party; and
5. The other party cooperating with the indemnifying party in the defence of any such action, and allowing the indemnifying party to control the defence and settlement of any such action at its expense.
6. **LIMITATION ON LIABILITY**
   1. NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES. IN NO EVENT WILL THE LICENSOR BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, LOSS OF GOODWILL, WORK STOPPAGE, HARDWARE OR SOFTWARE DISRUPTION IMPAIRMENT OR FAILURE, REPAIR COSTS, TIME VALUE OR OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OR INABILITY TO USE THE PRODUCT, OR THE INCOMPATIBILITY OF THE PRODUCT WITH ANY HARDWARE SOFTWARE OR USAGE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
   2. IN NO EVENT WILL LICENSOR'S TOTAL LIABILITY TO LICENSEE FOR ALL DAMAGES IN ANY ONE OR MORE CAUSE OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE EXCEED THE AMOUNT PAID BY LICENSEE FOR THE PRODUCT.
   3. LICENSEE’S REMEDIES IN THIS AGREEMENT ARE LICENSEE’S EXCLUSIVE REMEDIES. LICENSEE AGREES THAT, IN ENTERING INTO THIS AGREEMENT, IT DID NOT RELY ON ANY REPRESENTATIONS (WHETHER WRITTEN OR ORAL) OF ANY KIND OTHER THAN THOSE EXPRESSLY SET OUT IN THIS AGREEMENT.
7. **PRIVACY POLICY**
   1. Licensee is solely responsible for and assumes all liability with respect to its own collection, processing, storage, and transfer of any user data, including, but not limited to, personally identifiable information and personal health and financial information (collectively, “Personal Information”). Licensee shall be solely responsible for notifying its users of proper use of such data.
   2. Each party is responsible for complying with its respective obligations under all applicable laws, regulations, and industry standards regarding data collection and data privacy applicable for the use of the Licensed Product by the relevant party.
   3. Licensee shall not provide any Personal Information to Licensor for processing by Licensor on behalf of Licensee, unless otherwise agreed by the parties in writing in an applicable transaction document with applicable privacy terms.
   4. Information about Licensor’s processing of personally identifiable data is available at https://www.intelliswift.com/privacy or can be provided by Licensor at Licensee’s request.
8. **COMPLIANCE WITH LAW**

Licensee agrees that in Using the Product, Licensee will comply with all applicable international, national, state, regional and local laws and regulations, including, without limitation, privacy, copyright, export control and obscenity law.

1. **FORCE MAJUERE**

Except with respect to Client’s payment obligations, neither Party shall be liable for, nor shall either Party be considered in breach of this Agreement due to any failure to perform its obligations under this Agreement as a result of a cause beyond its control, including any act of God or a public enemy, act of any military, civil or regulatory authority, change in any law or regulation, fire, flood, earthquake, storm or other like event, disruption or outage of communications (including the Internet or other networked environment), power or other utility, labor problem, unavailability of supplies or any other cause which could not have been prevented by the non-performing Party with reasonable care.

1. **NOTICE TO U.S. GOVERNMENT END USERS**

The Licensed Products are deemed to be “Commercial Items,” as defined at 48 C.F.R. §2.101, consisting of “Commercial Computer Software” and “Commercial Computer Software Documentation,” as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with such sections, the Licensed Products are licensed to U.S. Government end users (i) only as Commercial Items, and (ii) with only those rights as are granted pursuant to this Agreement.

1. **EXPORT REGULATIONS**

This Agreement may be subject to export control laws, regulations, and other restrictions of the United States (including, but not limited to, the U.S. Export Administration Regulations) regarding export or re-export of computer software and technology. Licensee agrees to comply with all applicable export control laws, regulations, and restrictions and agrees to indemnify and hold Licensor harmless from any loss, damages, liability or expenses incurred by Licensor as a result of Licensee's failure to comply with any export regulations or restrictions.

1. **MISCELLANEOUS**
   1. **Amendment and Modification.** The terms and conditions of this Agreement may not be amended, waived or modified, except in a writing signed by both Parties.
   2. **Waiver.** No waiver of any term, provision, or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or shall constitute, a waiver of any other provision hereof, whether or not similar, nor shall such waiver constitute a continuing waiver, and no waiver shall be binding unless executed in writing by the party making the waiver.
   3. **Notices.** Any notice required to be given by this Agreement shall be given in writing and may be delivered by hand, by email or by post to the address of the party specified below:

**Licensee**:

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Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Licensor**:

Intelliswift Software, Inc.

39600 Balentine Dr. Suite 200, Newark, CA 94560

Email: contracts@intelliswift.com

* 1. **Entire Agreement.** This Agreement contains the entire agreement between the parties hereto and supersedes all prior and contemporaneous agreements, arrangements, negotiations and understandings between the parties hereto, relating to the subject matter hereof. There are no other understandings, statements, promises or inducements, oral or otherwise, contrary to the terms of this Agreement. No representations, warranties, covenants or conditions, express or implied, whether by statute or otherwise, other than as set forth herein have been made by any party hereto.
  2. **No Third-Party Beneficiaries.** Nothing in this Agreement, express or implied, is intended to or shall confer upon any Person other than the parties, their Affiliates and their respective successors and permitted assigns any legal or equitable right, benefit or remedy of any nature under or by reason of this Agreement.
  3. **Period for Bringing Actions.** No action, regardless of form, arising out of the transactions under this Agreement, may be brought by either party hereto more than one(1) year after the cause of action has occurred, or was discovered to have occurred, except that an action for infringement of intellectual property rights may be broughtwithin the maximum applicable statutory period.
  4. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of California without reference to conflict of law principles. The application of the United Nations Convention on Contracts for the International Sale of Goods to this Agreement is expressly excluded and the Uniform Computer Information Transaction Act or any version thereof, adopted by any state, in any form, shall not apply to this Agreement. Any controversy, dispute or claim arising out of or relating to this Agreement or breach thereof shall first be settled through good faith negotiation. If the dispute cannot be settled through negotiation, the parties agree to attempt in good faith to settle the dispute by arbitration administered by JAMS at San Francisco, California.
  5. **Waiver of Jury Trial.** EACH OF THE PARTIES TO THIS AGREEMENT HEREBY IRREVOCABLY WAIVES ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

* 1. **Restrictions of Transfer.** This Agreement and the rights and obligations under this Agreement shall not be transferable, sublicensable or assignable to any other person, firm or corporation by Licensee, without the express prior written consent of the Licensor. The rights and obligations of this Agreement shall inure to the benefit of and be binding upon the parties hereto, their successors and permitted assigns.
  2. **Severability.** Any part, provision, representation or warranty of this Agreement which is prohibited or which is held to be void or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof. Any part, provision, representation or warranty of this Agreement which is prohibited or unenforceable or is held to be void or unenforceable in any jurisdiction shall be ineffective, as to such jurisdiction, to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof. To the extent permitted by applicable law, the parties hereto waive any provision of law which prohibits or renders void or unenforceable any provision hereof. The validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
  3. **Injunction.** Without limiting the remedies available to the Licensor, Licensee acknowledges that a breach of any of the material provisions of this Agreement may result in irreparable injury to the Licensor for which there is no adequate remedy at law, that it will not be possible to measure precisely damages for such injuries and that, in the event of such a breach or threat thereof, the Licensor shall be entitled, without the requirement to post bond or other security, to obtain a temporary restraining order and/or injunction restraining Licensee from engaging in activities prohibited by this Agreement or such other relief as may be required to specifically enforce any of the provisions of this Agreement.
  4. **Counterparts; Electronic Signatures.** This Agreement may be executed in two or more counterparts, all of which when taken together shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party, it being understood that both parties need not sign the same counterpart. In the event that any signature is delivered by facsimile transmission, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) the same with the same force and effect as if such facsimile signature page were an original thereof.
  5. **No Presumption Against Drafting Party.** Each Party agrees and acknowledges that this Agreement has been freely negotiated by both Parties; and that in any controversy, dispute, or contest over the meaning, interpretation, validity, or enforceability of this Agreement or any of its terms or conditions, there shall be no inference, presumption, or conclusion drawn whatsoever against either party by virtue of that party having drafted this Agreement or any provision thereof.
  6. **Headings.** The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, the Parties hereby execute this Agreement as of the date first appearing above.

|  |  |  |  |
| --- | --- | --- | --- |
| Intelliswift Software, Inc. | | Licensee | |
| **By:** |  | **By:** |  |
| **Name:** |  | **Name:** |  |
| **Its:** |  | **Its:** |  |
| **Date:** |  | **Date:** |  |

**Exhibit B**

**List of Open Software**

|  |  |  |
| --- | --- | --- |
| Software/Tool | Version | License |
| PHP | 7.3.21 | Open Source |
| Python | 3.10.4 | Open Source |
| WampServer | 3.3.0 | Free Edition |
| JavaScript | ES 2022 | Open Source |
| jQuery | 3.5.1 | Open Source |
| Google Management APIs | 1.0 | Google Open APIs |
| Apigee Management APIs | 1.0 | Google Open APIs |
| Bootstrap | 4.5.2 | Open Source |
| HTML | 5 | Open Source |
| CSS | 3 | Open Source |
| MySQL | 5.7.31 | Open Source/Community Edition |