

License Agreement ("Agreement")

Last updated: December 1, 2017

Please read this License Agreement ("Agreement") carefully as it forms a binding agreement between You and Ziguar, Inc ("Ziguar" or "Us" or "We" or "Our") and govern your use of Power Router ("Application").

By downloading or using the Application or by executing an order form that references this agreement, you are agreeing to be bound by the terms and conditions of this Agreement. You further agree that you OR [any person you authorise to use the Application] will comply with the provision of this Agreement.

If you are entering into this Licence Agreement on behalf of a company or other legal entity, you hereby represent that you have the authority to bind such entity to this Licence Agreement, in which case the term "You" or "Your" shall be construed to refer to such entity and its affiliates.

If you do not agree to the terms of this Agreement, you must not accept this agreement and may not use the Application.

1. LICENSE

1.1. License. Subject to all provisions of these Terms, including without limitation your timely payment of all applicable Fees, Ziguar grants You a limited, revocable, non-exclusive, non-sublicensable, non-transferable right and license to install and use the Software, solely for Your benefit, in the manner and for the purposes specified in these Terms and in any documentation which Ziguar may provide from time to time in connection with the Software and/or the Service

1.2 Restrictions. You agree not to, and you will not permit others to:

a) license, sell, rent, lease, assign, distribute, transmit, host, outsource, disclose or otherwise commercially exploit the Application or make the Application available to any third party.

2. DEFINITIONS

2.1. “**Affiliate**” means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. “Control,” for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

2.2. “**Malicious Code**” means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

2.3. “**Order Form**” means the ordering documents for purchases hereunder, including addenda thereto, that are entered into between You and Us from time to time. Order Forms shall be deemed incorporated herein by reference.

2.4. “**Purchased Services**” means Services that You or Your Affiliates purchase under an Order Form.

2.5 “**Licence Agreement Period**” means either: (a) a trial period; or (b) a period of 12 months (or such other period as Ziguar may have expressly agreed in writing) in respect of which the Licensee has paid the Licence Fees or has committed to pay the Licence Fees;

2.6. “**Services**” means the monthly subscription to the application that provides You access and use of the Application that lives within Salesforce.com.

2.7. “**Users**” means individuals who are authorized by You to use the Services, for whom subscriptions to a Service have been purchased, and who have been supplied user identifications and passwords by You (or by Us at Your request) for access to Salesforce.com. Users may include but are not limited to Your employees, consultants, contractors and agents.

2.8. “**Ziguar**,” “**We**,” “**Us**” or “**Our**” means Ziguar, Inc, with office located at 340 S Lemon Ave, #2885 , Walnut, CA - 91789

2.9. “**You**” or “**Your**” means the company or other legal entity for which you are accepting this Agreement, and Affiliates of that company or entity. “Your Data” means all electronic data or information submitted by You to the Purchased Services, excluding aggregate anonymous data derived from Your usage of the Service.

3. OUR RESPONSIBILITIES

3.1. Provision of Purchased Services. We will (a) make the Services and Content available to You pursuant to this Agreement and the applicable Order Forms, (b) provide applicable

standard Email support for the Services to You at no additional charge, and/or upgraded support if purchased, (c) use commercially reasonable efforts to make the online Services available 24 hours a day, 7 days a week, except for: (i) planned downtime (of which We shall give advance electronic notice as provided in the Documentation), and (ii) any unavailability caused by circumstances beyond Our reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving Our employees), Internet service provider failure or delay, or denial of service attack.

3.2. User Subscriptions. Unless otherwise specified in the applicable Order Form, (i) Services are purchased as User subscriptions and may be accessed by no more than the specified number of Users, (ii) additional User subscriptions may be added during the subscription term at the same pricing as that for the pre-existing subscriptions, prorated for the remainder of the subscription term in effect at the time the additional User subscriptions are added, and (iii) the added User subscriptions shall terminate on the same date as the pre-existing subscriptions. User subscriptions are for designated Users and cannot be shared or used by more than one User but may be reassigned to new Users replacing former Users who no longer require ongoing use of the Services

4. USE OF SERVICES AND CONTENT

4.1. Your Responsibilities. You shall (i) be responsible for User's compliance with this Agreement, (ii) be solely responsible for the accuracy, quality, integrity and legality of Your Data and of the means by which You acquired Your Data, (iii) use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify Us promptly of any such unauthorized access or use, and (iv) use the Services only in accordance with applicable laws and government regulations, including, but not limited to, laws governing contests and games of chance (You should seek the advice of competent legal counsel to ensure Your legal and lawful use of the Services).

4.2 Usage Restrictions. You shall not (a) make the Services available to anyone other than Users, (b) sell, resell, rent or lease the Services, (c) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use the Services to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of the Services or third-party data contained therein, or (f) attempt to gain unauthorized access to the Services or their related systems or networks.

4.3. Usage Limitations. Services may be subject to other limitations based upon your agreement with Salesforce.com, such as, for example, limits on disk storage space or the

number of emails sent using the Service, and/or other limitations set forth by Salesforce.com, Inc.'s terms of use or any other terms and conditions set forth by Salesforce.com, Inc.

5. FEES

5.1. User Fees. You shall pay all fees specified in all Order Forms hereunder. Except as otherwise specified herein or in an Order Form, (i) fees are quoted and payable in United States dollars, (ii) fees are based on a monthly subscription fee and not actual usage, (iii) except as otherwise provided in this Agreement, payment obligations are non-cancelable and fees paid are non-refundable, and (iv) the number of User subscriptions purchased cannot be decreased during the relevant subscription term stated on the Order Form. User subscription fees are based on monthly periods that begin on the subscription start date and each monthly anniversary thereof; therefore, fees for User subscriptions added in the middle of a monthly period will be charged for the pro-rated portion of the month in which the subscription is used and the full monthly periods remaining in the subscription term.

5.2 Taxes. All Licence Fees and other amounts stated in and in relation to this Licence Agreement are stated exclusive of VAT and all other sales taxes, which may be payable by you to Ziguar in addition to the principal amount. You are responsible for paying all Taxes associated with Your purchases hereunder. If We have the legal obligation to pay or collect Taxes for which You are responsible under this paragraph, the appropriate amount shall be invoiced to and paid by You, unless You provide Us with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, We are solely responsible for taxes assessable against it based on Our income, property and employees

6. PAYMENT FOR PURCHASED SERVICES

6.1. Acceleration and Suspension of Service. If any amount owing by You under this or any other agreement for Services is 30 or more days overdue (or 10 or more days overdue in the case of amounts You have authorized Us to charge to Your credit card), we will send you notice of the delinquency and inquire as to the status of payment. If payment is not received within 60 days, We may send you notice that Your use of the Services will be suspended. We may also, if payment is not received within 60 days, without limiting Our other rights and remedies, notify you in writing that we have accelerated Your unpaid fee obligations so that all of Your obligations become immediately due and payable. If payment is not received within 90 days, then We may at any time thereafter by further written notice to You suspend and/or terminate any or all of the licences granted in this Licence Agreement and/or this Licence Agreement.

6.2 Payment Disputes We shall not exercise Our rights under this Section 6.1 if the applicable charges are under reasonable and good-faith dispute and You are cooperating diligently to resolve the dispute.

7. PROPRIETARY RIGHTS AND LICENSES

7.1. Reservation of Rights. Subject to the limited rights expressly granted hereunder, We reserve all of Our right, title and interest in and to the Services and Content, including all of Our related intellectual property rights. No rights are granted to You hereunder other than as expressly set forth herein.

7.2. License to Use Feedback. You grant to Us a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into Our services any suggestion, enhancement request, recommendation, correction or other feedback provided by You or Users relating to the operation of Our services.

7.3 Customer Reference. You agree (i) that Ziguar may identify You as a recipient of Services and use Your logo in sales presentations, marketing materials and press releases, and (ii) to develop a brief customer profile for use by Ziguar for promotional purposes.

7.4 Federal Government End Use Provisions. If you are a U.S. federal government end user, the Services are a “Commercial Item” as that term is defined at 48 C.F.R. §2.101, consisting of “Commercial Computer Software” and “Commercial Computer Software Documentation”, as those terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, these Services are licensed to You with only those rights as provided under the terms and conditions of this Agreement.

8. CONFIDENTIALITY

8.1. Definition of Confidential Information. As used herein, “Confidential Information” means all confidential information disclosed by a party (“Disclosing Party”) to the other party (“Receiving Party”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Your Confidential Information shall include Your Data; Our Confidential Information shall include the Services; and Confidential Information of each party shall include the terms and conditions of this Agreement and all Order Forms, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its

disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party. Notwithstanding the foregoing and for clarification, We may disclose, as required by Salesforce.com, Inc., information about you and the terms of this Agreement to Salesforce.com, Inc., which information shall be maintained by Salesforce.com, Inc. pursuant to its privacy policy available at <http://www.salesforce.com>.

8.2. Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information.

8.3. Protection of Your Data. Without limiting the above, although We do not anticipate receiving any personally identifiable data from You, with regard to your use of the Services, We shall maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Your Data. We shall not (a) modify Your Data, (b) disclose Your Data except as compelled by law in accordance with Section 9.4 (Compelled Disclosure) or as expressly permitted in writing by You, or (c) access Your Data except to provide the Services or prevent or address service or technical problems, or at Your request in connection with customer support matters.

9. REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS

9.1. Representations. Each party represents that it has validly entered into this Agreement and has the legal power to do so.

9.2. Our Warranties. We warrant that the functionality of the Services will not be materially decreased during a subscription term and will be consistent with the specifications and features published on Our website as of the subscription start date. For any breach of either such warranty, Your exclusive remedy shall be as provided in Section 12.3 (Termination for Cause) and Section 12.4 (Refund or Payment upon Termination) below.

9.3. Your Warranties. You warrant that Your use of the Services complies with all applicable laws and regulations, including, but not limited to, those regulating contests and games of chance

9.4 Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

9.5. Disclaimer. Except as expressly provided herein, neither party makes any warranties of any kind, whether express, implied, statutory or otherwise, and each party specifically disclaims all implied warranties, including any warranties of merchantability or fitness for a particular purpose, to the maximum extent permitted by applicable law. EXCEPT AS EXPRESSLY STATED in this agreement, YOU ACKNOWLEDGE THAT ZIGUAR DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE OR VIRUS-FREE, AND NO INFORMATION OR ADVICE OBTAINED BY YOU FROM US OR THROUGH THE SERVICES SHALL CREATE ANY WARRANTY.

10. INDEMNIFICATION

10.1. Indemnification by Us. We will indemnify and hold You harmless, from and against any claim against You by reason of Your use of the Services as permitted hereunder, brought by a third party alleging that the Services infringe a valid patent or copyright, or misappropriates a third party's trade secret (such claims, collectively, "Claim"). Ziguar shall, at its expense, defend

such Claim and pay damages finally awarded against You in connection therewith, including the reasonable fees and expenses of the attorneys engaged by Ziguar for such defense, provided that (i) You promptly notify Ziguar of the threat or notice of such Claim, (ii) Ziguar will have the sole and exclusive control and authority to select defense attorneys, defend and/or settle any such Claim, and (iii) You fully cooperate with Ziguar in connection therewith. If Your use of the Services has become, or in Ziguar's opinion is likely to become, the subject of any such Claim, Ziguar may at its option and expense (a) procure for You the right to continue using the Services as set forth hereunder; (b) replace or modify the Services to make it non-infringing; or (c) if options (a) or (b) are not reasonably practicable, terminate this Agreement and repay You any unused fee for the Services. Ziguar will have no liability or obligation under this Section 11.1 with respect to any Claim if such claim is caused in whole or in part by (i) compliance with designs, data, instructions or specifications provided by You; (ii) modification of the Services by anyone other than Ziguar; or (iii) the combination, operation or use of the Services with other hardware or software where the Services would not by itself be infringing.

10.2. Indemnification by You. You will defend Us against any claim, demand, suit or proceeding made or brought against Us by a third party alleging that any of Your Data infringes or misappropriates such third party's intellectual property rights, or arising from Your use of the Services or Content in violation of the Agreement, the Documentation, Order Form or applicable law (each a "Claim Against Us"), and You will indemnify Us from any damages, attorney fees and costs finally awarded against Us as a result of, or for any amounts paid by Us under a settlement approved by You in writing of, a Claim Against Us, provided We (a) promptly give You written notice of the Claim Against Us, (b) give You sole control of the defense and settlement of the Claim Against Us (except that You may not settle any Claim Against Us unless it unconditionally releases Us of all liability), and (c) give You all reasonable assistance, at Your expense.

11. LIMITATION OF LIABILITY

11.1. Limitation of Liability. EXCEPT FOR BREACHES OF SECTIONS 8 (CONFIDENTIALITY), AND 10 (INDEMNIFICATION) ABOVE, IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE TOTAL AMOUNT PAID BY YOU HEREUNDER OR, WITH RESPECT TO ANY SINGLE INCIDENT, THE LESSER OF \$50 OR THE AMOUNT PAID BY YOU HEREUNDER IN THE 11 MONTHS PRECEDING THE INCIDENT. THE FOREGOING SHALL NOT LIMIT YOUR PAYMENT OBLIGATIONS UNDER SECTION 5 (FEES AND PAYMENT FOR PURCHASED SERVICES).

11.2.Disclaimer of Consequential Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, ZIGUAR WILL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO YOU FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, COVER, PUNITIVE OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THE TRANSACTIONS CONTEMPLATED UNDER THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, GOODWILL, WORK STOPPAGE, LOST PROFITS OR LOSS OF BUSINESS, EVEN IF APPRISED OF THE LIKELIHOOD OF SUCH LOSSES.

12. TERM AND TERMINATION

12.1. Term of Agreement. This Agreement commences on the date You accept it and continues until all User subscriptions granted in accordance with this Agreement have expired or been terminated.

12.2. Term of Purchased User Subscriptions. User subscriptions purchased by You commence on the start date specified in the applicable Order Form and continue for the subscription term specified therein. User subscriptions are non-cancelable once accepted by Us, and the number of User subscriptions specified in an accepted Order Form cannot be decreased, prior to the end of the applicable Order Form, regardless of any non use or other conduct or inaction on Your part.

12.3. Termination for Cause. A party may terminate this Agreement for cause: (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

12.4. Refund or Payment upon Termination. Upon any termination for cause by You, We shall refund You any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Upon any termination for cause by Us in accordance to 12.3, You shall pay any unpaid fees covering the remainder of the term of all Order Forms after the effective date of termination. In no event shall any termination relieve You of the obligation to pay any fees payable to Us for the period prior to the effective date of termination.

12.5.Surviving Provisions. Section 5 (Fees and Payment for Purchased Services), 7 (Proprietary Rights and Licenses), 8 (Confidentiality), 9.5 (Disclaimer), 10 (Indemnification), 11 (Limitation of Liability), 12.4 (Refund or Payment upon Termination), 13 (Notices, Governing Law and Jurisdiction) and 14 (General Provisions) shall survive any termination or expiration of this Agreement.

13. NOTICES, GOVERNING LAW AND JURISDICTION

13.1. Manner of Giving Notice. Except as otherwise specified in this Agreement, all notices related to this Agreement will be in writing and will be effective upon (a) personal delivery, (b) the second business day after mailing, or (c), except for notices of termination or an indemnifiable claim (“Legal Notices”), which shall clearly be identifiable as Legal Notices, the day of sending by email. Notices to Us shall be addressed to Ziguar, Inc, 340 S Lemon Ave, #2885 Walnut, CA 91789, Attn: General Counsel. Billing-related notices to You will be addressed to the relevant billing contact designated by You. All other notices to You will be addressed to the relevant Services system administrator designated by You.

13.2. Agreement to Governing Law and Jurisdiction. In an effort to select a neutral jurisdiction for resolving disputes and as each of the parties have entered into agreements with Salesforce.com that subject the parties to the laws of the State of California and the jurisdiction of the County of San Francisco, the Parties agree that: i) this Agreement shall be governed by, construed and enforced in accordance with the laws of the State of California, applicable to contracts negotiated, executed and performed wholly within the State of California without regard to any choice of law; and ii) each Party hereby irrevocably submits to the exclusive jurisdiction of the Courts within the County of San Francisco located in the State of California.

13.3. Waiver of Jury Trial. Each party hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.

14. GENERAL PROVISIONS

14.1. Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

14.2. No Third-Party Beneficiaries. Nothing in this Agreement confers on any third party the right to enforce any provision of this Agreement. You acknowledge that each Order Form only permits use by and for the legal entity or entities identified in the Order Form and not any affiliated entities.

14.3. Waiver and Cumulative Remedies. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated

herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

14.4. Severability. If any provision of this Agreement is found by any court of competent jurisdiction to be unenforceable or invalid, that provision will be limited to the minimum extent necessary so that this Agreement may otherwise remain in effect.

14.5. Attorney Fees. The prevailing party in a dispute shall be entitled to recover from the other party reasonable attorney fees and other costs incurred by it and to collect any fees or charges due it under this Agreement.

14.6. Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Order Forms), without consent of the other party, to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. A party's sole remedy for any purported assignment by the other party in breach of this paragraph shall be, at the non-assigning party's election, termination of this Agreement upon written notice to the assigning party. In the event of such a termination, We shall refund to You any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

14.7 Entire Agreement and Order of Precedence. This Agreement is the entire agreement between You and Us regarding Your use of Services and Content and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. Except as otherwise provided herein, no modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. The parties agree that any term or condition stated in Your purchase order or in any other of Your order documentation (excluding Order Forms) is void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable Order Form, (2) this Agreement, and (3) the Documentation.