



MANDATORY LICENSE TERMS FOR END CUSTOMERS OF BLUE YONDER AUTHORIZED RESELLERS ("TERMS")

BY SIGNING A LICENSE AGREEMENT WITH A **BLUE YONDER AUTHORIZED RESELLER** (DEFINED BELOW) ON WHICH THE LINK TO THESE TERMS APPEAR, YOU AGREE TO BE BOUND BY THE FOLLOWING MANDATORY TERMS, AS UPDATED FROM TIME TO TIME ("TERMS"). THESE TERMS, TOGETHER WITH YOUR LICENSE AGREEMENT WITH A BLUE YONDER AUTHORIZED RESELLER ("LICENSE AGREEMENT"), GOVERN YOUR USE OF THE SOFTWARE AND ANY RELATED DOCUMENTATION LICENSED BY BLUE YONDER AUTHORIZED RESELLER TO YOU. IN THE EVENT OF ANY INCONSISTENCY BETWEEN THESE TERMS AND THOSE CONTAINED IN THE LICENSE AGREEMENT, YOU EXPRESSLY AGREE THAT THESE TERMS SHALL PREVAIL OVER THE LICENSE AGREEMENT TO THE FULLEST EXTENT, AND ALL CONFLICTING TERMS AND CONDITIONS IN THE LICENSE AGREEMENT SHALL BE DEEMED VOID AND OF NO EFFECT TO THE FULLEST EXTENT PERMITTED UNDER THE APPLICABLE LAWS. YOU AGREE THAT BLUE YONDER AND ITS LICENSORS ARE INTENDED THIRD PARTY BENEFICIARIES OF THE LICENSE AGREEMENT. IF THE LICENSE AGREEMENT NAMES AN ORGANIZATION AS THE CUSTOMER, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND THE CUSTOMER TO THESE TERMS, IN WHICH CASE THE TERMS "YOU" AND "YOUR" REFER TO THE ORGANIZATION. FOR THE PURPOSES OF THESE TERMS, "BLUE YONDER" MEANS: (A) **BLUE YONDER TECHNOLOGY (SHANGHAI) CO., LTD.**, A COMPANY INCORPORATED IN THE PEOPLE'S REPUBLIC OF CHINA, IF YOUR PLACE OF BUSINESS REGISTRATION OR INCORPORATION IS ALSO IN THE PEOPLE'S REPUBLIC OF CHINA, AND (B) **BLUE YONDER, INC.**, A DELAWARE CORPORATION, IF YOUR PLACE OF INCORPORATION OR PRINCIPAL PLACE OF BUSINESS IS ANYWHERE ELSE IN THE WORLD.

1. DEFINITIONS

1.1 "**Confidential Information**" means all confidential or proprietary information belonging to Blue Yonder and disclosed, made available by Company to or learned by You, including, without limitation, technical, business, financial, marketing or other information of every kind or nature (including, without limitation, trade secrets, know-how and information relating to the technology, software, designs, specifications and prototypes, customers, business plans, promotional and marketing activities, finances and other business affairs of such party), third party confidential information, and, with respect to Blue Yonder, the Licensed Materials.

1.2 "**Documentation**" means Blue Yonder's standard user instructions and/or functional specifications embedded within the Software, and any additions, updates, copies, translations, derivations, adaptations or modifications of or to the foregoing, in whole or in part.

1.3 "**Blue Yonder Authorized Reseller**" or "**Company**" means the reseller from whom You are obtaining the Licensed Materials under the License Agreement.

1.4 "**License Fees**" means the fees for the licensing of the Software specified in the License Agreement.

1.5 "**License Term**" means the license term identified in the License Agreement.

1.6 "**Licensed Materials**" means the Software and Documentation, and any copies, translations, derivations, adaptations or modifications of any portion of them.

1.7 "**Software**" means the unmodified, object code form version of the software products described on the License Agreement, which includes any updates to such software products provided pursuant to the provision of any maintenance to You, and any copies, translations, derivations, adaptations or modifications thereof.

1.8 "**Territory**" means the country or countries specified in the License Agreement.

Terms not otherwise defined herein shall have the meanings given to them in the License Agreement.

2. LICENSE AND SCOPE OF USE

2.1 **Grant of License by Blue Yonder Authorized Reseller to You.** Subject to these Terms and the License Agreement, Company grants You a nonexclusive, non-transferable, non-assignable license to install, access and use the Licensed Materials described in the License Agreement in machine readable, object code form only and for the License Term specified therein, solely to support the internal needs of Your business in the Territory. You acknowledge that such license over the Licensed Materials is granted by Company to You under sublicense from Blue Yonder. For each License Agreement to be signed with Company, You agree that you shall have full responsibility for verifying with Blue Yonder that Company has been duly authorized by Blue Yonder to grant such sub-license to you to use the Software as described in such License Agreement.

2.2 You shall take all reasonable steps to protect the Licensed Materials from unauthorized copying, possession, access or use. Upon Your becoming aware of any such unauthorized copying, possession, access or use, You shall promptly notify Blue Yonder

and Company and provide Blue Yonder and Company with complete details, assist Blue Yonder and Company in preventing the recurrence thereof, and cooperate with Blue Yonder and Company in any litigation or proceedings reasonably necessary to protect the rights of Blue Yonder and Company.

2.3 You may make a reasonable number of copies of the Software for archival, disaster recovery (including high-availability backup), and internal testing purposes. You may make a reasonable number of copies of the Documentation for Your own internal business purposes to support Your use of the Software.

2.4 You will not remove any copyright or proprietary information notices from the Licensed Materials. The Software embodies Blue Yonder's valuable proprietary information and trade secrets. Blue Yonder (or its licensor) retains title, copyright and other proprietary rights to all portions of the Software, and all modifications and alterations thereto, and all copies thereof. You do not receive any express or implied rights to modify, translate, adapt, or create any derivative works of the Software, or any modifications or alterations thereto, and have no right to commercialize or transfer any Software, in whole or in part, or any modifications or alterations thereto, except as expressly permitted by these Terms.

2.5 You shall not: (i) rent, lease, sublicense, distribute, transfer, encumber, copy, reproduce, display, modify or timeshare the Licensed Materials or any portion thereof; (ii) prepare any derivative work based on the Licensed Materials; (iii) remove or alter the copyright, patent, or proprietary information, legends or notices that appear on or in the Licensed Materials; (iv) distribute, sell or otherwise transfer, in whole or in part, the Licensed Materials; (v) allow any third parties to access or use the Licensed Materials without Blue Yonder's prior written consent; (vi) demonstrate or disclose the Licensed Materials or the results of any testing or benchmarking of same to any third parties without Blue Yonder's prior written consent; and (vii) except where such restriction is prohibited by applicable law, reverse engineer, de-compile, attempt to derive source code (or underlying ideas, algorithms, structure or organization), modify in any way, or create derivative works from the Licensed Materials, or any portions thereof. Any third party software included as part of the Software may only be used in conjunction with the Software.

2.6 **Export.** You will not divert Licensed Materials, nor provide services using Licensed Materials, to prohibited locations, end users or end uses. By accepting the terms of the License Agreement, you acknowledge that the Licensed Materials are subject to U.S. sanctions and export controls, and undertakes all necessary action to prevent You, Your employees, or contractors using the Licensed Materials from diverting the Licensed Materials contrary to U.S. and/or European Union law. You specifically represent and warrant that You will not export, re-export, sell, supply or transfer Blue Yonder products to any country or person to which the United States and/or the European Union has embargoed or restricted the provision of items, including, but not limited to, Cuba, Crimea, Iran, North Korea, or Syria, or to nationals of those countries and locations, or to any other embargoed or restricted destination or person, including those entities that are fifty percent (50%) or more owned or controlled by embargoed or restricted persons. You also warrant that You: (a) will not send any of the Licensed Materials to an individual or entity for a prohibited purpose including, without limitation, defense, nuclear, chemical, or biological weapons proliferation or development of missile technology; and (b) upon learning that any of the Licensed Materials were diverted contrary to the obligations in this section, You will immediately notify Blue Yonder.

2.7 **U.S. Government Restricted Rights.** The Licensed Materials provided under these Terms are "commercial items" as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation," as these terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government end-users acquire the Licensed Materials with only those rights set forth herein. Owner and licensor is Blue Yonder, Inc., 15059 N. Scottsdale Rd., Scottsdale, AZ 85254 USA.

2.8 **Compliance and Audit Rights.** Upon written request by Company or Blue Yonder, Your authorized representative will certify, in a form reasonably satisfactory to Blue Yonder, the scope of Your use of the Software. You will submit the report no later than 30 days after the date of Company or Blue Yonder's written request. Additionally, no more than once during each 12-month period, upon written notice and during normal business hours, Company or Blue Yonder may audit Your records and systems to verify that the Your use of the Software is within the scope permitted by these Terms. You will permit the audit no later than 30 days after the date of such notice. If the report or audit reveals use of the Software beyond the scope permitted by the License Agreement and these Terms, You agree that additional fees shall be paid for the additional use of the Software. Further, if as a result of an audit or review, a deficiency of greater than five percent (5%) is found in the fees paid, You shall bear the reasonable cost of the audit or review.

3. DELIVERY AND EXPORT

Company shall be solely responsible for providing delivery of the Licensed Materials to You, without liability on the part of Blue Yonder. Delivery shall be made by Company shortly after the execution of the License Agreement between Company and You.

4. MAINTENANCE AND SERVICES

You may purchase maintenance, implementation, consulting, education, cloud, and other services ("Services") from Blue Yonder pursuant to a separate, signed written services agreement between Blue Yonder and You. Unless specifically agreed in such a separate agreement between Blue Yonder and Customer with fees to be paid separately by You to Blue Yonder, both Company and You agree that You shall receive all Services in relation to the Software only through Your interaction with Company, and that no

Services (including no support or maintenance services) whatsoever shall be provided by Blue Yonder to You.

5. WARRANTY, DISCLAIMERS AND LIMITATION OF LIABILITY

5.1 **Software Performance Warranty.** Subject to Your payment of License Fees to Company and Section 5.4, Company warrants that, for a period of 180 days from the first delivery date of Company's delivery to You (the "Software Warranty Period"), the Software and any updates made available in respect to the Software during the Software Warranty Period, will substantially conform in all material respects to the Documentation.

5.2 **Blue Yonder's Responsibility.** For the avoidance of doubt, Company shall be solely and exclusively responsible to You for the above warranty and all such warranties as may be contained in the License Agreement. Blue Yonder shall be responsible only for entertaining such warranty claims made by Company as permitted under the separate license agreement between Blue Yonder and Company.

5.3 **Exclusive Remedies.** You shall promptly notify Company in writing of any claimed breach of warranty. Your exclusive remedy and entire liability of both Company and Blue for a breach of warranty will be for Company to promptly and at no cost to You work with Blue Yonder to either: (i) repair the Software; or (ii) replace the Software with functionally equivalent software (which software will, on its replacement of the Software, constitute Software hereunder); or (iii) if Blue Yonder reasonably determines that it cannot repair or replace the non-conforming Software within a commercially reasonable period of time, then Company may terminate the license for the affected Software, whereupon Company will refund the License Fees paid for the non-conforming Software.

5.4 **Exclusions.** The warranty set forth in Section 5.1 does not apply to problems arising out of or relating to: (a) Your or a third-party's modification of or damage to the Software or the media on which it is provided; (b) Your operation or use of the Software other than as specified in the Documentation; (c) Your combination, operation or use of the Software with any technology (including any software, hardware, firmware, system or network) or service not specified for Your use in the Documentation; (d) Your negligence or abuse of the Software; (e) Your failure to promptly install all Updates that Blue Yonder has made available to You during the Software Warranty Period; (f) the operation of, or access to, You or a third party system or network; (g) Your breach of any material provision of these Terms; or (i) any other circumstances or causes outside of the reasonable control of Blue Yonder (including abnormal physical or electrical stress). For the avoidance of doubt, if You have not contracted for maintenance to be provided to You under Section 4, then Company shall not be obligated to provide any warranty remedies.

5.5 **Disclaimer of Warranties.** SUBJECT ALWAYS TO SECTION 5.2 ABOVE, NEITHER BLUE YONDER, ITS AFFILIATES NOR ITS LICENSORS MAKE ANY WARRANTY, REPRESENTATION, TERM, CONDITION OR AGREEMENT WITH RESPECT TO THE LICENSED MATERIALS AND THE LICENSED MATERIALS ARE PROVIDED "AS-IS." BLUE YONDER AND ITS LICENSORS EXPRESSLY DISCLAIM AND EXCLUDE TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ALL IMPLIED AND STATUTORY WARRANTIES (INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE). WITHOUT LIMITING THE FOREGOING, BLUE YONDER MAKES NO WARRANTY OR REPRESENTATION OF ANY KIND THAT THE LICENSED MATERIALS, OR ANY OTHER BLUE YONDER OR THIRD-PARTY GOODS, SERVICES, TECHNOLOGIES OR MATERIALS (INCLUDING BUT NOT LIMITED TO ANY SOFTWARE OR HARDWARE), OR ANY PRODUCTS OR RESULTS OF THE USE OF ANY OF THEM, WILL MEET YOUR OR OTHER PERSONS' REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY OTHER GOODS, SERVICES, TECHNOLOGIES OR MATERIALS (INCLUDING BUT NOT LIMITED TO ANY SOFTWARE, HARDWARE, SYSTEM OR NETWORK), OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE OR ERROR FREE. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY OF THEM IS STRICTLY BETWEEN YOU AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF SUCH THIRD-PARTY MATERIALS. BLUE YONDER FURTHER EXPRESSLY DISCLAIMS ANY LIABILITY WHATSOEVER FOR COMPANY'S PERFORMANCE OF THE TERMS OF THE LICENSE AGREEMENT, OR ANY OTHER AGREEMENT BETWEEN YOU AND COMPANY.

5.6 IN NO CIRCUMSTANCES SHALL THE CUMULATIVE, AGGREGATE LIABILITY OF BLUE YONDER AND ITS AFFILIATES FOR ALL CLAIMS OR OTHER LOSSES ARISING OUT OF OR RELATING TO THESE TERMS AND THE LICENSE AGREEMENT EXCEED THE AMOUNT OF FEES RECEIVED BY BLUE YONDER FOR THE SOFTWARE LICENSED BY COMPANY TO YOU. BLUE YONDER IS NOT LIABLE IN ANY WAY FOR ANY LOST PROFITS, LOST REVENUE, LOSS OF DATA, LOSS OF RECREATING DATA, OR THE COST OF ANY SUBSTITUTE EQUIPMENT OR SOFTWARE (IN EACH CASE WHETHER DIRECT OR INDIRECT IN NATURE) OR FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES ARISING IN ANY WAY OUT OF THE USE OF THE LICENSED MATERIALS OR THESE TERMS, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING BUT LIMITED TO NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, AND EVEN IF BLUE YONDER IS INFORMED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES IN ADVANCE.

5.7 ANY RIGHT OF ACTION, PROCEEDING OR CLAIM PERMITTED UNDER THESE TERMS AND NOT BROUGHT WITHIN 24 MONTHS AFTER THE OCCURRENCE OF THE ACT, OMISSION OR EVENT FIRST GIVING RISE IS IRREVOCABLY WAIVED.

6. CONFIDENTIALITY

6.1 **Exclusions.** Confidential Information does not include any information that (i) is or becomes generally available to the public through no improper action or inaction by You; (ii) was properly in Your possession or properly known by You, without restriction, prior to receipt from Blue Yonder; (iii) was rightfully disclosed to You by a third party without restriction; or (iv) is independently developed by the You without use of or reference to Blue Yonder's Confidential Information.

6.2 **Confidentiality Obligations.** You shall (i) hold in strict confidence all Confidential Information of Blue Yonder, (ii) use the Confidential Information solely to perform Your obligations or exercise its rights under this Agreement, and (iii) not transfer, display, convey or otherwise disclose or make available all or any part of such Blue Yonder Confidential Information to any person or entity other than to Your directors, officers, employees, consultants, subcontractors, auditors, and legal and financial advisors ("**Representatives**") who need to know such Confidential Information and who are under confidentiality obligations at least as restrictive as the terms of this Agreement. You are responsible for any breaches of this Agreement by your Representatives. Except as otherwise expressly provided in these Terms, You shall not use or disclose Confidential Information of Blue Yonder without the prior written consent of Blue Yonder. You shall use the same degree of care to protect Blue Yonder's Confidential Information as you use to protect your own Confidential Information, but in no circumstances less than reasonable care.

6.3 **Permitted Disclosures.** You may disclose s Confidential Information in response to a valid court order, subpoena, civil investigative demand, law, rule, regulation (including, without limitation, any securities exchange regulation), or other governmental action, provided that (i) to the extent permitted by applicable law or regulation, You notify Blue Yonder in writing prior to disclosure of the information, (ii) You use reasonable efforts to obtain a protective order or, in the absence of a protective order, to limit the disclosure of such Confidential Information and to obtain confidential treatment thereof, and (iii) You have allowed Blue Yonder to participate in the proceeding that requires the disclosure.

6.4 **Remedies Upon Breach.** You agree that Blue Yonder may have no adequate remedy at law if there is a breach or threatened breach of this Section 6 and, accordingly, that Blue Yonder is entitled (in addition to any legal or equitable remedies available to it) to seek injunctive or other equitable relief without the necessity of proof of actual damages to prevent or remedy such breach.

7. TERM AND TERMINATION

7.1 **Term.** The validity of these Terms commences on the Effective Date of the first License Agreement and continues until the earlier of (a) the expiration of the License Term, (b) the termination of the License Agreement, or (c) the date Blue Yonder's sub-license granted under these Terms is terminated in accordance with this Section 7.

7.2 **Termination for Cause.** Blue Yonder may terminate its sub-license under these Terms for cause if You materially breach Section 2 of these Terms and do not cure the breach within 30 days after its receipt of written notice specifying such breach from Blue Yonder. Consent to extend the cure period will not be unreasonably withheld. Termination of any agreement between Blue Yonder and You for Blue Yonder's provision of any maintenance or services, if any, will not terminate these Terms.

7.3 **Effect of Termination.** Upon termination of these Terms or expiration of the License Term, You shall (a) immediately discontinue all use of the Licensed Materials and return to Blue Yonder, or at Blue Yonder's option destroy, all copies of same; and (b) deliver a letter signed by Your duly authorized officer certifying compliance with the requirements set forth herein.

8. MISCELLANEOUS

8.1 **Governing Law; Jurisdiction and Venue.** These Terms and the rights and obligations of the parties with respect to their relationship under these Terms (excluding specifically the License Agreement between You and Company) are governed by the applicable laws and dispute resolution provisions set forth on **Appendix A: Country Unique Terms**, as determined according to Your principal place of business, and are incorporated herein by reference. The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act are expressly excluded from these Terms.

8.2 **Equitable Relief.** Notwithstanding anything to the contrary contained in Section 8.1, either party may immediately seek equitable relief to stop a threatened or actual breach of these Terms (without posting a bond or proving actual harm), including, without limitation, temporary injunctive relief, in a court of competent jurisdiction.

8.3 **Attorneys' Fees and Costs.** The prevailing party, or if there isn't one, the substantially prevailing party, in any action or proceeding to enforce these Terms, is entitled to recover from the other party its costs and reasonable attorneys' and expert witness' fees in addition to its damages.

8.4 **Notices.** All notices must be in writing and in English and may be sent by email, except for notices of breach or demands for indemnification, which must be sent by either, certified mail or internationally recognized courier to the address indicated in the relevant Schedule or such other address as either party may indicate by at least 10 days' prior written notice to the other party. Notices to Blue Yonder will be addressed to Chief Executive Officer, with a copy to General Counsel at Blue Yonder, Inc., 15059 N. Scottsdale

Rd., Scottsdale, AZ 85254.

8.5 **Waiver; Severability; Survival.** The failure of either party to enforce any provision of these Terms will not waive its right to subsequently enforce such provision. If any provision in these Terms is invalid or unenforceable, that provision will be construed, limited, modified or, if necessary, severed to the extent necessary to eliminate its invalidity or unenforceability, and the other provisions of these Terms will remain in full force and effect. Provisions concerning the parties' rights and obligations which by the content of the provision operate after termination or which are necessary to enforce any right will survive termination of these Terms.

8.6 **Assignment; Successors and Assigns.** You shall not assign (by operation of law or otherwise) any of Your rights, obligations, or privileges under these Terms without the prior written consent of Company and Blue Yonder, which consent will not be unreasonably withheld. Any attempted assignment in violation of this Section is null and void. Subject to the foregoing, these Terms is binding upon and inures to the benefit of the parties hereto and their successors and permitted assigns.

8.7 **Purchase Orders.** Nothing contained in any purchase order, invoice, or any similar document or instrument will modify or add any additional terms or conditions to these Terms, and any such modified or additional terms or conditions are expressly rejected and excluded.

8.8 **Data Protection.** You acknowledge that Blue Yonder is relying on the fact that You shall not provide or give access to Blue Yonder any personal or sensitive data with regard to You or any of Your customers, vendors, end users or otherwise.

APPENDIX A

COUNTRY UNIQUE TERMS

If Your principle place of business is located in the United States, the following terms apply to these Terms:

Governing Law; Jurisdiction and Venue. These Terms and the rights and obligations of the parties with respect to their relationship under these Terms are governed by and must be construed and enforced in accordance with the laws of the state of Delaware, without reference to its choice of law rules. All disputes arising under these Terms must be brought exclusively in the state and federal courts located in Maricopa County, Arizona, and You hereby submit to the personal jurisdiction of such state and federal courts. In the event that any dispute is commenced by either party against the other party arising out of or related to these Terms, the prevailing party shall be entitled to recover its reasonable attorneys' and experts' fees and court costs from the non-prevailing party.

If Your principle place of business is located in Europe, Middle East, or Africa, the following terms apply to these Terms:

Governing Law; Disputes. These Terms and the rights and obligations of the parties with respect to their relationship under these Terms are governed by and must be construed and enforced in accordance with the laws of England and Wales.

All disputes arising out of or relating to these Terms will be settled by arbitration before a panel of three arbitrators of different nationalities under the commercial arbitration rules of the International Chamber of Commerce in effect at the time such claim is submitted to arbitration. The seat or place of arbitration shall be London, England. The arbitrators will be persons having experience with and knowledge of the computer software business and the language of the arbitration will be English. The arbitrators will not have any authority to make any ruling, finding, or award that does not conform to these Terms. The arbitration award will be final and binding on all parties and may be entered as a judgment and enforceable by any court of competent jurisdiction.

If Your principle place of business is located in India or any Asia Pacific Countries, except the People's Republic of China, the following terms apply to these Terms:

Governing Law; Disputes. These Terms and the rights and obligations of the parties with respect to their relationship under these Terms are governed by and must be construed and enforced in accordance with laws of Singapore, without reference to its choice of law rules. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act are expressly excluded from these Terms.

All disputes arising out of or relating to these Terms will be settled by arbitration before a panel of three arbitrators of different nationalities under the commercial arbitration rules of the International Chamber of Commerce in effect at the time such claim is submitted to arbitration. The seat of the arbitration will be Singapore. The arbitrators will be persons having experience with and knowledge of the computer software business and the language of the arbitration will be English. The arbitrators will not have any authority to make any ruling, finding, or award that does not conform to these Terms. The arbitration award will be final and binding on all parties and may be entered as a judgment and enforceable by any court of competent jurisdiction.

If Your principle place of business located in the People's Republic of China, the following terms apply to these Terms:

Governing Law; Disputes. These Terms and the rights and obligations of the parties with respect to their relationship under these Terms are governed by and must be construed and enforced in accordance with the laws of Hong Kong, without reference to its choice of law rules. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act are expressly excluded from these Terms.

All disputes arising out of or relating to these Terms will be settled by arbitration before a panel of three arbitrators of different nationalities under the commercial arbitration rules of the Hong Kong International Arbitration Centre (HKIAC) Administered Arbitration Rules in force when the Notice of Arbitration is submitted. The seat of arbitration shall be Hong Kong. The arbitrators will be persons having experience with and knowledge of the computer software business and the language of the arbitration will be English. The arbitrators will not have any authority to make any ruling, finding, or award that does not conform to these Terms. The arbitration award will be final and binding on all parties and may be entered as a judgment and enforceable by any court of competent jurisdiction.

If Your principle place of business is located in Canada, the following terms apply to these Terms:

Governing Law; Disputes. These Terms and the rights and obligations of the parties with respect to their relationship under these Terms are governed by and must be construed and enforced in accordance with laws of the Province of Ontario and the laws of Canada applicable therein, without reference to its choice of law rules. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act are expressly excluded from these Terms.

All disputes arising out of or relating to these Terms will be settled by arbitration in that country before a panel of three arbitrators of different nationalities under the commercial arbitration rules of the International Chamber of Commerce in effect at the time such claim is submitted to arbitration. The seat of the arbitration shall be Toronto, Canada. The arbitrators will be persons having experience with and knowledge of the computer software business and the language of the arbitration will be English. The arbitrators will not have any authority to make any ruling, finding, or award that does not conform to these Terms. The arbitration award will be final and binding on all parties and may be entered as a judgment and enforceable by any court of competent jurisdiction.

If Your principle place of business is located in Latin America or South America, the following terms apply to these Terms:

Governing Law; Dispute. These Terms and the rights and obligations of the parties with respect to their relationship under these Terms are governed by and must be construed and enforced in accordance with the laws of the state of Delaware, without reference to its choice of law rules. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act are expressly excluded from these Terms.

All disputes arising out of or relating to these Terms will be settled by arbitration in that country before a panel of three arbitrators of different nationalities under the commercial arbitration rules of the Commercial Arbitration Rules of the American Arbitration Association in effect at the time such claim is submitted to arbitration. The seat or place of arbitration shall Phoenix, Arizona. The arbitrators will be persons having experience with and knowledge of the computer software business and the language of the arbitration will be English. The arbitrators will not have any authority to make any ruling, finding, or award that does not conform to these Terms. The arbitration award will be final and binding on all parties and may be entered as a judgment and enforceable by any court of competent jurisdiction.

If Your principle place of business not located in any of the countries or regions identified above, the following terms apply to these Terms:

Governing Law; Disputes. These Terms and the rights and obligations of the parties with respect to their relationship under these Terms are governed by and must be construed and enforced in accordance with the laws of the state of Delaware, without reference to its choice of law rules. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act are expressly excluded from these Terms.

All disputes arising out of or relating to these Terms will be settled by arbitration in that country before a panel of three arbitrators of different nationalities under the commercial arbitration rules of the Commercial Arbitration Rules of the American Arbitration Association in effect at the time such claim is submitted to arbitration. The seat or place of arbitration shall Phoenix, Arizona. The arbitrators will be persons having experience with and knowledge of the computer software business and the language of the arbitration will be English. The arbitrators will not have any authority to make any ruling, finding, or award that does not conform to these Terms. The arbitration award will be final and binding on all parties and may be entered as a judgment and enforceable by any court of competent jurisdiction.