

One Plus Corp. End User License Agreement

(1) Introduction

This End User Software License Agreement (hereafter “**License**”) is designed to help you understand the conditions upon which One Plus Corp (“**OPC**”) makes its Software (as defined below) available to you, and to help you understand your responsibilities as you may access and/or use the Software.

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You should understand that this License is a binding contract: By accessing the Site, by downloading any Software, and/or by using any of the features of the Software, You are accepting this License and agreeing that You will be legally bound by all of the terms and conditions contained herein. Accordingly, please review all of the following terms and conditions carefully.

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(3) Terminology

In this License the following capitalized words will have the meanings assigned below. Other words will also be defined in other sections of this License.

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- B. The terms “**We**,” “**Us**,” “**Our**,” “**Ours**” and equivalent License refer to OPC and all of such entity’s employees, officers, directors and agents.
- C. The terms “**You**,” “**Your**,” “**Yours**,” and equivalent terms refer in each case to the individual (whether acting either individually or representing a corporate entity) who accesses or uses the Software and has thereby accepted this License.
- D. The term “**User Content**” shall refer to any and all user-generated materials or content of any kind that You post on and/or submit to the Site. Content shall include, but not be limited to, text, comments, posts, images, videos, audio files, links, data, code, graphics and other forms of media and content.
- E. The term “**Our Content**” refers to content and/or proprietary materials that are created and/or owned by Us or our partners. Our Content includes all of the materials that constitute, are incorporated into and/or made available to You on the Site, including all graphic elements, design elements, text, business processes, pictures, videos, code and configuration information, and all other Site-related materials.

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(5) Website Terms of Use and Privacy Policy

Use of the Site will be subject to the terms and conditions of OPC’s terms of use, privacy policy, and other policies as may be posted on the Site.

(6) Notices, Contact Information

You can contact Us at the following:

info@oneplus.com

One Plus Corp.
3182 Mac Arthur Blvd.
Northbrook, IL 60062

847-498-0955

(7) Ownership and Proprietary Rights

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- (iv) use the Software to rent, lease or otherwise provide location-enabled telecommunication or information services to Your customers, including, without limitation, data processing, hosting, outsourcing, service bureau or online application services (ASP) offerings; or
- (v) modify, enhance, reverse-engineer, decompile, disassemble or create substantially derived forms of the Software.

D. Enforcement of Restrictions

We will have the right to inspect and enforce the restrictions and covenants contained in this License at Your sole expense, and You hereby agree to promptly notify Us of any known violations of such restrictions.

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A. Warranty

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B. Indemnity

We warrant that the Software does not infringe on any current subsisting and enforceable third party copyright, and We will and hereby do agree to indemnify and hold You harmless in respect of any losses, costs, damages or expenses (including reasonable attorney’s fees and court costs) arising out of any claim, demand or action alleging that the Software violates or infringes the copyright, patent or other intellectual property right

of any third party, providing that You provide Us with reasonable cooperation in preparing a defense against any such claim.

C. DISCLAIMER

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D. LIMITATION OF LIABILITY AND REMEDIES

IN NO EVENT WILL WE BE LIABLE FOR ANY LOSSES OR DAMAGES INCURRED BY YOU, WHETHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL, INCLUDING LOST OR ANTICIPATED PROFITS, SAVINGS, INTERRUPTION TO BUSINESS, LOSS OF BUSINESS OPPORTUNITIES, LOSS OF BUSINESS INFORMATION OR DATA, THE COST OF RECOVERING SUCH LOST INFORMATION, THE COST OF SUBSTITUTE INTELLECTUAL PROPERTY OR ANY OTHER PECUNIARY LOSS ARISING FROM THE USE OF, OR THE INABILITY TO USE, THE SOFTWARE REGARDLESS OF WHETHER YOU HAVE ADVISED US OR WE HAVE ADVISED YOU OF THE POSSIBILITY OF SUCH DAMAGES.

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NEITHER YOU NOR WE MAY INSTITUTE ANY ACTION IN ANY FORM ARISING OUT OF THIS AGREEMENT MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ARISEN. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE EXCLUSIONS MAY NOT APPLY.

E. Dispute Resolution

You acknowledge that We possess valuable confidential and proprietary information, including intellectual property, trade-marks and business practices. You further acknowledge and agree that it is preferable to resolve all disputes between Us and You confidentially, individually and in an expeditious and inexpensive manner. We and You accordingly acknowledge and agree that private dispute resolution is preferable to court actions. Before commencing any arbitration in the manner set out below, We and You shall first attempt to resolve any dispute or differences between the both of us by way of

good faith negotiation. The good faith negotiation shall commence by each of Us and You communicating our position regarding the complaint, claim, dispute or controversy to the other party, and how the both of us should resolve the dispute. We and You shall then make good faith efforts to negotiate a resolution of the claim, dispute or controversy. Neither We nor You shall commence any arbitral proceedings unless and until the good faith negotiation fails.

(11) Successors and Assigns

You may not assign Your rights and duties under this Agreement to any party at any time. This Agreement will inure to the benefit of and will be binding on Us and our respective successors and permitted assigns. In the event of corporate merger, amalgamation, divestiture or asset sale, We will have the right to transfer and assign Our rights and obligations hereunder to any third party (the "Assignee"), upon written notice to You, provided that We cause the Assignee to agree in writing to all the terms contained in this Agreement.

(12) Upgrades and Support

Except as may be expressly agreed by Us in a separate writing, We shall have no obligations to provide updates or support services to You.

(13) Term

The term of this License will commence on the date of Your agreement to these terms and shall continue for as long as You use or otherwise access the Software.

(14) General Terms

A. Entire Agreement. This License constitutes the entire agreement of the Parties, and no amendment to the terms of this License will be effective unless in writing and signed by both parties hereto.

B. Equitable Relief. You agree that any breach of this License by You would cause irreparable damage, and that, in event of such breach, in addition to any and all remedies at law, We will have the right to an injunction, specific performance or other equitable relief to prevent the continuous violations of the terms of this License.

C. Force Majeure. Notwithstanding anything herein to the contrary, We shall not be liable for any delay or failure in performance caused by circumstances beyond Our reasonable control.

D. Relationship of the Parties. This License does not constitute a partnership or joint venture, and nothing herein contained is intended to constitute, nor will it be construed to constitute, such a partnership or joint venture. Except as expressly provided in this License, neither We nor You will have any power or authority to act in the name or on behalf of the other party, or to bind the other party to any legal agreement.

E. Severability. The provisions of this License are to be considered separately, and if any provision hereof should be found by any court or competent jurisdiction to be invalid or

unenforceable, this License will be deemed to have effect as if such provision were severed from this License.

F. JURISDICTION. THE PARTIES HEREBY IRREVOCABLY ATTORN TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF COOK COUNTY, STATE OF ILLINOIS, USA WITH RESPECT TO ANY DISPUTE ARISING HEREUNDER.

G. GOVERNING LAW. THIS AGREEMENT AND ANY SALES THEREUNDER SHALL BE DEEMED TO HAVE BEEN MADE IN THE STATE OF ILLINOIS, USA AND SHALL BE CONSTRUED AND INTERPRETED ACCORDING TO THE LAWS OF THE STATE OF ILLINOIS, USA.

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