



Software License Agreement

This agreement outlines the terms and conditions for use of licenses and software produced by Daeja Image Systems.

Summary

Daeja operates several different licensing schemes for use of its software, including unlimited users per web site licensing, single user web site licensing, single user application licensing and application service provider licensing.

Daeja Image Systems Software License Agreement

IMPORTANT - PLEASE READ CAREFULLY:

This Software License Agreement (the "Agreement") is a legal agreement and must be accepted by you ("The Licensee"), whether The Licensee is an individual, a company, an institution, an organization or body of any kind, before installation or use of any software ("The Software") or documentation ("The Documentation") or any associated license files, attachments and any optional modules, either whole or in part (collectively termed "The Product") that has been produced by Daeja Image Systems Ltd ("Daeja").

If The Licensee is not an individual then The Licensee also accepts this Agreement for and on behalf of its organization, and must have the authority to do so.

By installing, copying or otherwise using The Product, you agree to be bound by the terms of This Agreement. If you do not agree to the terms of This Agreement then you may not install, copy or otherwise use The Product.

Please note; The Product is licensed, not sold. The Product is owned and copyrighted by Daeja. Your license confers no title or ownership in The Product and is not a sale of any rights in The Product. Daeja may protect its rights in the event of any violation of the terms of This Agreement.

Daeja is a United Kingdom ("U.K.") corporation with offices at London House, High Street, Stony Stratford, Milton Keynes, Buckinghamshire, MK11 1SY, and whose U.K. corporation registration number is 3466397 and EEC VAT/Tax number is GB 745 8474 92.

1. Commencement

This Agreement shall commence upon first install, copy or use of The Product by The Licensee, whether The Product comes in trial, fully licensed or other form. Use of any form of The Product, whether temporary or not, is considered acceptance of this Agreement in its entirety.

2. License schemes

Daeja may grant usage of The Product under various License schemes as defined below. Where usage is required that is covered by more than one scheme, or where is it covered only in part by a scheme, or overlaps another, consultation with Daeja is required for approval and clarification of terms and conditions.

Unless otherwise stated, licenses granted by Daeja, or its agents, are perpetual subject to the payment and other terms of this Agreement.

2.1. Unlimited User Web Site Licensing

Where Daeja grants usage on a web site for unlimited users ("Web Site License") these terms apply:

- 2.1.1. Daeja grants a non-exclusive and non-transferable license to The Licensee for one copy of The Product for unlimited users on a single Licensee's web site service, served by a single web site server.
- 2.1.2. Where the web site service is served by more than one server (e.g. in server farm or load balancing environments etc) then an additional License will be required for each server. Where more than one web site is operated on the same server, then an additional License will be required for each web site from which The Product is accessible.
- 2.1.3. Linking from a web site which does not have a valid fully paid up license for The Product (an "Unlicensed Web Site"), to a web site that does (a "Licensed Web Site") for the purpose of using The Product's functionality for the benefit of the Unlicensed Web Site is not permitted. Linking for The Product will only be permitted between Licensed Web Sites.
- 2.1.4. Where multiple domains or access mechanisms exist for the web site, permission must be sought from Daeja as to their permitted use.
- 2.1.5. Where sub-domains are used to access the web site, permission must be sought from Daeja as to their permitted use.
- 2.1.6. An unlimited number of users of the Licensed Web Site may use The Product provided such use is limited entirely to use on that Licensed Web Site and The Product is not copied or transferred in any way by any user of that web site for use elsewhere or in any other way or for any reason.
- 2.1.7. Where The Licensee is an Application Service Provider ("ASP"), then each client of the ASP shall be deemed to be operating a separate Web Site and therefore each client shall require a separate Web Site License (see the Application Service Provider Licensing section below for further details).
- 2.1.8. The Licensee may make one additional copy of each licensed copy of The Product for back-up or archival purposes. Except for back-up or archival purposes and except as expressly permitted in this Agreement, no permission is granted under

this Agreement to use, copy, modify or distribute The Product or part thereof for NON-COMMERCIAL or COMMERCIAL purposes.

2.2. Single User Web Site Licensing

Where Daeja grants usage for a web site on a per-user basis ("Single User Web Site License") these terms apply:

- 2.2.1. Daeja grants a non-exclusive and non-transferable license to The Licensee for one copy of The Product for use by a single user of a single Licensee's web site service.
- 2.2.2. Each user of the single web site service shall require a separate license.
- 2.2.3. If a user has access to multiple web sites (with access to The Product), that user will require additional Single User Web Site Licenses (one for each site).
- 2.2.4. A Web Site License for The Product is not required provided all users have a separate Single User Web Site License.
- 2.2.5. The Licensee may make one additional copy of each licensed copy of The Product for back-up or archival purposes. Except for back-up or archival purposes and except as expressly permitted in this Agreement, no permission is granted under this Agreement to use, copy, modify or distribute The Product or part thereof for NON-COMMERCIAL or COMMERCIAL purposes.

2.3. Single User Stand-Alone Licensing

Where Daeja grants usage as a 'stand-alone' application (without use of a web server) on a per-user basis ("Single User Stand-Alone License") these terms apply:

- 2.3.1. Daeja grants a non-exclusive and non-transferable license to The Licensee for one copy of The Product for use as a stand-alone application on a single Licensee's machine.
- 2.3.2. Each additional machine usage shall each require a separate license.
- 2.3.3. The Licensee may make one additional copy of each licensed copy of The Product for back-up or archival purposes. Except for back-up or archival purposes and except as expressly permitted in this Agreement, no permission is granted under this Agreement to use, copy, modify or distribute The Product or part thereof for NON-COMMERCIAL or COMMERCIAL purposes.

2.4. Application Service Provider (ASP) Licensing

Application service providers ("ASP's") provide applications to individuals or organizations (the "ASP Client") across the Internet or other network connections. The ASP is typically responsible for implementing, customizing, hosting and maintaining those applications and may charge for those services.

Where Daeja grants usage as part of, or for use within, such environments these terms apply:

- 2.4.1. Unless express permission is granted by Daeja, The Licensee shall not use The Product as part of, or for use within such environments.
- 2.4.2. Where permission is granted, Daeja grants a non-exclusive and non-transferable license to The Licensee, to allow access for one ASP Client to use the Product.
- 2.4.3. Each additional ASP Client shall require a separate License.

2.4.4. The ASP Clients' usage of The Product shall be governed by the appropriate licensing scheme ("Unlimited Web Site Licensing" or "Single User Web Site Licensing"), whichever is chosen by The Licensee, as if that Client had purchased the License. Where the Unlimited Web Site Licensing scheme is used, the ASP Client does not require a separate license for each server that the ASP uses to serve the ASP Client provided each client of the ASP has a valid license.

2.4.5. The ASP may make one additional copy of each licensed copy of The Product for back-up or archival purposes. Except for back-up or archival purposes and except as expressly permitted in this Agreement, no permission is granted under this Agreement to use, copy, modify or distribute The Product or part thereof for NON-COMMERCIAL or COMMERCIAL purposes.

2.5. All Other Licensing Schemes

2.5.1. Where Daeja permits The Product to be used by software developers as a developers API/toolkit/Java bean/development component/component of another system, then the software is licensed only for use on a single machine and for use by a single developer.

Additional licenses will be required for each developer's machine and for each additional developer.

A License will be required for all instances of derivatives and/or systems installed that incorporate The Product or any part thereof, and those License(s) shall be governed by the appropriate license scheme above.

2.5.2. Any usage of The Product that is not covered by any of the above schemes shall require express permission from Daeja and shall be governed by terms and conditions deemed appropriate at Daeja's discretion.

3. Sale, Rental, Lease and Lend

3.1. Unless otherwise agreed with Daeja, The Licensee is not permitted to sell, rent, lease or lend The Product or its Licenses.

3.2. Where Daeja agrees usage by an ASP, the terms of the ASP licensing shall apply (plus any other additional terms agreed on a case by case basis).

4. Trial Software

4.1. Trial software produced by Daeja, for any of the above schemes, cannot be used for any reason other than for evaluation purposes, and cannot be used for more time than the permitted trial period (which is 14 days unless Daeja expressly grants an extension).

4.2. Unless express permission to state otherwise is given by Daeja, trial software cannot be used on any public web site, commercial or otherwise, nor can it be used in any live production site or environment.

4.3. Trial software comes without any warranties or guarantees, whether implied or not.

4.4. If The Licensee chooses not to continue using trial versions of The Software and Documentation, or The Product part thereof, beyond the allowed trial period then The Product is considered unlicensed automatically and The Licensee will be bound by the termination clauses of this Agreement.

5. Daeja's Fees and Terms of Payment

- 5.1. Where Daeja permits The Product to be used under the "Unlimited User Web Site Licensing" scheme, a fee will be charged for each Web Site License used by The Licensee (Daeja will not charge for each user of the Licensed Web Site).
- 5.2. Where Daeja permits The Product to be used under the "Single User Web Site Licensing" scheme, Daeja will charge a fee for each user of that Web Site.
- 5.3. Where Daeja permits The Product to be used under the "Single User Stand-Alone Licensing" scheme, Daeja will charge a fee for each user.
- 5.4. Where Daeja permits The Product to be used under the "Application Service Provider (ASP) Licensing" scheme, Daeja will charge a fee for each client of the ASP that has access to The Product or part thereof.
- 5.5. Where Daeja permits The Product to be used by software developers as a developers API/toolkit/Java bean/development component/component of another system, fees will be due for each developer's machine or each developer (whichever is the greater number) and fees will be due for all derived products and systems installed that incorporate The Product or any part thereof.
- 5.6. For all other license schemes, fees will be charged as deemed appropriate at Daeja's discretion.
- 5.7. Unless otherwise agreed with Daeja, The Licensee (or any of its users) may not use The Product until Daeja or its agents have received full payment of this fee.
- 5.8. All software is supplied in electronic executable form only and all documentation is supplied in electronic readable form only. The Product and its license are provided by the Daeja web site or email. Charges may be applied for other delivery mechanisms and repeat copies; both remain at Daeja's discretion which will not be unreasonably withheld.
- 5.9. If Daeja allows The Licensee a credit period, where The Licensee may begin using The Product prior to Daeja receiving full payment, then if payment is later than the allowed credit period or payment received is less than the amount invoiced, Daeja reserves the right to take immediate action including, but not limited to revoking The License, and/or terminating any maintenance or other services, and/or refusing future orders from The Licensee, and/or charging interest to The Licensee on the late period (at 5% above the current U.K. base rate). If Daeja decides to revoke The License or The License automatically expires at the end of the credit period, This Agreement will terminate pursuant to its termination clauses.
- 5.10. Where The License is purchased in currencies other than U.K. GBP, the foreign currency quotation for The License will be held for 3 months unless the exchange rate between U.K. and the respective country varies by more than 25%. The value of all foreign currency quotations will be revisable after 3 months from the purchase of The License provided full payment has not already been received by Daeja.
- 5.11. At Daeja's discretion, The License, or Product, or part thereof, supplied prior to full and timely payment may incorporate a time limit with automatic expiry until such payment is received, at which point a replacement License, or Product, will be issued unless otherwise previously revoked or terminated pursuant to the terms of this Agreement.
- 5.12. Except where otherwise agreed with Daeja, Daeja reserve the right to change its fees without notice.
- 5.13. Advice should be sought from Daeja, or its agents, for the then current fees prior to

purchase of licenses.

6. Retention of Rights

- 6.1. Daeja asserts its copyright, ownership rights, intellectual property rights including but not limited to trademark and patent rights (whether registered or not and any applications to register or rights to apply for registration of any of the foregoing) over all aspects of The Product and/or any services supplied and all other intellectual property rights of a similar or corresponding character which may subsist now or in the future in any part of the world. All rights are reserved.
- 6.2. The Licensee agrees that it, and its users, will not perform any translation or localization, decompile, disassemble, reverse engineer or otherwise attempt to derive or interfere with source code, license files or licensing information; remove, replace or alter any digital certificate, trademark, logo, copyright or other proprietary notices, legends, symbols or labels in the software; or publish any results of benchmark tests run on the software to a third party without prior and express written permission from Daeja. The Licensee agrees not to limit or interfere in any manner with Daeja's ownership of rights with respect to any of the above.
- 6.3. All Software and Documentation produced by Daeja must contain all of the original proprietary notices and digital certificates whether used whole or in part. The Licensee agrees not to limit or interfere in any manner with Daeja's proprietary notices with respect to any of the above without prior and express written permission from Daeja.
- 6.4. Unless express written notice or permission to state otherwise is given by Daeja, no permission is granted to use, copy, modify or distribute The Product, or part thereof, for NON-COMMERCIAL or COMMERCIAL purposes without fee (which must be received in full by Daeja) and a valid full License supplied by Daeja or its agents to The Licensee.
- 6.5. Failure to comply with any of the above will be considered breach of this Agreement pursuant to The Licensee's obligations and liabilities defined in this Agreement.
- 6.6. The obligations under the provisions of this clause shall survive the expiry or the termination of this Agreement for whatever reason.

7. Warranties

- 7.1. Daeja makes no representations or warranties about the suitability of The Product, or part thereof, or services either express or implied, including but not limited to the implied warranties or merchantability, fitness for a particular purpose, or non-infringement, or that it is free of defects. Daeja shall not be liable for any damages suffered by The Licensee as a result of using, modifying or distributing The Product, or part thereof, or any of its derivatives. The entire risk as to the suitability and performance of The Product, or part thereof, is borne by The Licensee. The Licensee agrees that Daeja is not liable in respect of loss of earnings, service, time, repair or any other indirect or consequential damages caused while using The Product, or part thereof, and The Licensee agrees to determine that The Product, or part thereof, sufficiently meets its requirements prior to its use.
- 7.2. The Product, or any part thereof, or services supplied by Daeja are not designed or intended for use, resale or transfer to any equipment in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines, or weapons systems, in which the failure of the software could lead directly to death, personal injury, or severe physical or environmental damage ("high risk activities"). Daeja specifically disclaims any express or implied warranty of fitness for high risk activities. The Licensee agrees that

Daeja will not be liable for any claims or damages arising from the use of The Product, or part thereof, in such applications.

- 7.3. Daeja represents that it has taken reasonable precaution to ensure that to the best of Daeja's knowledge, The Product does not contain (1) any virus or similar code that may destroy, modify, alter, or cause the deliberate destruction, modification or alteration, in whole or in part, of any of The Licensees equipment, devices or software or (2) other computer software routine or hardware components that are designed (i) to deliberately permit unauthorized access or use by third parties of The Product installed on The Licensees equipment, (ii) to deliberately disable or damage hardware or deliberately damage, erase or delay access to software or data installed on The Licensees equipment, or (iii) to deliberately perform any other similar actions.
- 7.4. Daeja's product(s) may be supplied with a Daeja digital certificate. The Daeja digital certificate is intended to provide the licensee with the comfort that the product is as shipped by Daeja (unmodified). If the product is found to have a non-Daeja certificate then there can be no assurances that the product is as shipped by Daeja, and if that certificate is replaced without correct written authority by Daeja then all warranties, whether stated or implied are withdrawn by Daeja and Daeja shall no longer provide any form of support or services of any kind for the product. Such an unauthorized replacement shall constitute a breach of these terms and conditions.
- 7.5. Trial software comes without any warranties or guarantees, whether implied or not.
- 7.6. Save as expressly set out in this Agreement and statutorily implied terms as to title, all representations, warranties, terms and conditions, whether oral or written, express or implied by law, custom, statute or otherwise and including but not limited to satisfactory quality or fitness for any particular purpose are excluded.

8. Software Maintenance

- 8.1. Daeja may offer at its discretion optional software maintenance services for The Product to The Licensee, pursuant to a separate Daeja Image Systems Software Maintenance Agreement (the "Software Maintenance Agreement"). The maintenance and any other service fees will be in addition to the License fee as defined in their respective agreements. Services are available only for fully paid up and valid Licenses.
- 8.2. This License, its terms and conditions and The Licensees obligations and liabilities are not dependent upon or rely upon any services supplied by Daeja, or its agents, including but not limited to maintenance services. Any such services shall be governed by separate agreements.

9. Terms and conditions

- 9.1. Daeja retains the right to reject, for any reason, the supply of The Product, or part thereof, and that which is supplied is governed by the laws of England and Wales, and where sold outside the United Kingdom (U.K.) is governed by international treaties with the U.K. If The Licensee has already downloaded or obtained copies of The Product, or part thereof, or paid a fee via electronic means (i.e. without express prior agreement from Daeja), and subsequently Daeja rejects the supply thereof and terminates this Agreement, Daeja will return all fees paid in full and The Licensee agrees to destroy all copies of The Product, or part thereof, and must provide reasonable evidence of having done so pursuant to the termination clauses of this Agreement.
- 9.2. Both party's (The Licensee and Daeja) are responsible for complying with any local laws in its jurisdiction which might impact its right to import, export or use The Product, license or

part thereof, and both party's represent that it has complied with any regulations or registration procedures required by its governing law to make these terms and conditions enforceable.

- 9.3. The terms and conditions of this Agreement may be changed for any upgrade, update, or new version of The Product whatever form. If the terms and conditions have not changed and have not been supplied with any upgrade, update or new version then it is assumed that these terms and conditions prevail.

10. Publicity and Advertising

Unless Daeja is expressly advised otherwise by The Licensee, and subject to the Confidentiality clauses of This Agreement, The Licensee grants Daeja the right, at no charge and without the prior consent of The Licensee, to make reference to the existence of this Agreement and to otherwise utilize The Licensee's name and other public information regarding The Licensee in any press release, marketing and advertising undertaken by Daeja. This right shall survive the termination of this Agreement.

11. Confidentiality

- 11.1. For the purposes of this Section, "Confidential Information" means any information, in whatever form, received by the recipient party from the disclosing party.
- 11.2. Each party agrees to maintain the confidentiality to the same extent that it protects its own confidential and proprietary information and, at a minimum, each party will not directly or indirectly make available to third parties or reveal, disclose, display, transfer, distribute or make use of the Confidential Information except in accordance with the terms of this Agreement and as necessary to exercise its rights and discharge its obligations under this Agreement or applicable law.
- 11.3. The obligations of either party contained in this Section will not apply to any Confidential Information that:
- 11.3.1. now or hereafter may be in the public domain by acts not attributable to the other party;
 - 11.3.2. was lawfully in the possession of the other party prior to receiving it from the disclosing party;
 - 11.3.3. is required to be disclosed by any applicable law or regulation;
 - 11.3.4. is received in good faith by the Receiving Party from a third party who, on reasonable enquiry by the Receiving Party has no obligations of confidence to the other party to this Agreement in respect of it and who imposes no obligations of confidentiality upon the Receiving Party.
- 11.4. Without prejudice to any other rights or remedies the Disclosing Party may have, the Receiving Party acknowledges and agrees that in the event of breach of this clause the Disclosing Party shall, without proof of special damage, be entitled to an injunction or other equitable remedy for any threatened or actual breach of the provisions of this clause in addition to any damages or other remedies to which they may be entitled.
- 11.5. The obligations of the parties under the provisions of this clause shall survive the expiry or the termination of this Agreement for whatever reason.

12. Force Majeure

- 12.1. Neither party shall be deemed to be in breach of this Agreement or otherwise liable to the other party for any delay in performance or any non-performance of any obligations under this Agreement (and the time for performance shall be extended accordingly) if, and to the extent that the delay or non-performance is, due to an event or circumstance beyond the reasonable control of that party ('an event of force majeure').
- 12.2. Conditions beyond a party's reasonable control include, but are not limited to, natural disasters, acts of government, power failure, fire, flood, acts of God, acts of terrorism, labor disputes, riots, acts of war, and epidemics.
- 12.3. If the event of force majeure in question prevails for a continuous period in excess of 3 (three) months after the date on which it began, the other party may give notice to the party terminating this Agreement. The notice to terminate must specify the termination date, which must be not less than 30 (thirty) days after the date on which the notice to terminate is given. Once a notice to terminate has been validly given, this Agreement will terminate on the termination date set out in the notice. Neither party shall have any liability to the other in respect of termination of this Agreement due to an event of force majeure, but rights and liabilities that have accrued before termination shall not be affected.

13. Termination

- 13.1. It is the responsibility of The Licensee to take all reasonable precautions to ensure The License and its terms are not abused, breached or misused in anyway. Failure to comply with this requirement will render this Agreement automatically terminated, save for those terms that survive its termination, and may leave The Licensee liable for civil and criminal proceedings.
- 13.2. Without prejudice to any other rights, Daeja may terminate this Agreement if The Licensee breaches any of its terms and conditions.
- 13.3. Upon termination for whatever reason except infringement or rejection under the Terms and Conditions section as set out in this Agreement, Daeja will not be liable for returns of any fees paid by The Licensee unless Daeja has been proven to be in significant and unrecoverable breach of this Agreement for its reasonably recoverable fault and then only if that breach occurred within 3 (three) months of the start of this Agreement.
- 13.4. Upon termination for whatever reason, The Licensee shall destroy all copies of The Product, or part thereof, and must provide reasonable evidence of having done so. Further, Daeja will be permitted to request an audit for verification of this by an approved official auditing authority and The Licensee must cover the costs of such an audit if it transpires that The Licensee had not adhered to this condition or there was reasonable cause for concern that such a case may have arisen. Such audits will not be unreasonably requested by Daeja.
- 13.5. Following termination of this Agreement, those clauses in this Agreement that are expressly stated as surviving termination shall remain in force and the Licensee remains obligated to them.

14. Infringement

- 14.1. If Daeja is notified promptly in writing of any action (and all prior related claims) brought against The Licensee alleging that The Licensee's use of the unaltered validly licensed Product (the "Licensed Product") infringes any United Kingdom, United States, or world-wide patent, copyright, or trademark right, Daeja will defend The Licensee against that

action at Daeja's expense and will pay the costs and damages awarded against The Licensee in the action, provided that Daeja shall have sole control of the defence of any such action and all negotiations for its settlement or compromise. Further, Daeja shall only hold harmless The Licensee if Daeja are the entire cause of such action.

If a final injunction is obtained in such action against The Licensee's use of any Licensed Product or if in Daeja's opinion any Licensed Product is likely to become the subject of a claim of infringement, Daeja will, in its reasonable judgment, and at its option and expense either:

- 14.1.1. procure for The Licensee the right to continue to use the Licensed Product;
 - 14.1.2. replace or modify the Licensed Product so that it becomes non infringing;
 - 14.1.3. remove any features/code without the need for further replacement pursuant to the JPEG2000 and LZW/GIF clauses below;
 - 14.1.4. if (1), (2) or (3) above are not reasonably feasible, terminate this Agreement without liability to Daeja except that Daeja shall refund the price of the Licensed Product pro-rated to the extent that The Licensee is unable to use the Licensed Product during a one year period beginning with the commencement date of this Agreement.
- 14.2. The Licensee shall endeavour to inform Daeja of any information that it becomes aware relating to a potential case of infringement or facts that may lead to infringement by Daeja.
- 14.3. The Licensee shall defend and hold Daeja harmless against all expenses, judgments and losses for infringement of any patent, trademark, copyright or other right that results from:
- 14.3.1. The Licensee's designs, specifications, instructions, products or services;
 - 14.3.2. claims based on modifications to any Licensed Product made by or for The Licensee;
 - 14.3.3. any third party software, documentation, services, product of any kind being used with The Licensed Product;
 - 14.3.4. any software, documentation, services, product of any kind being used with The Licensed Product that is not under the control of Daeja.
- 14.4. No costs or expenses shall be incurred for the account of Daeja without the prior written consent of Daeja.
- 14.5. The Product may include features for handling image files/formats conforming to the JPEG2000 International Standard, an ISO/ITU Standard. Daeja will hold harmless of infringement the authors of any sample source code (JJ2000 or otherwise) that may have been used to assist in the development of extensions for The Product by Daeja. Further and unless otherwise expressly stated, such features will cover Part 1 (one) of this standard where the contributors have already expressly declared that no fees or royalties will be sought for use of such sample source or derived code including binaries and that such code may be used in this way for commercial and non-commercial use. Daeja have taken all reasonable procedures to ensure no infringement has taken place, however if at anytime it is found that any features/code within The Product does infringe then that specific feature/code will be removed from The Product without further obligation to The Licensee.
- 14.6. The Product may include features for handling image files/formats conforming to the LZW/GIF Unisys standard. Such features have been licensed to Daeja by the Unisys

Licensing Department (the “Unisys License”) for use within The Product provided these features remain unavailable until The Licensee can provide reasonable evidence of having their own license from the Unisys Licensing Department. Therefore, to ensure conformity with the Unisys License and to prevent infringement these features will be disabled until The Licensee is able to supply Daeja with a valid copy of The Licensee’s own license agreement with the Unisys Licensing Department.

15. Assignment

- 15.1. This Agreement may not be assigned by either party without the prior written consent of the other party, except that either party may assign this Agreement without consent to a successor entity in the event of a merger, acquisition or sale of all or substantially all of its assets, and in the case of Daeja, its software sources, copyrights, patents and trademarks of any kind.
- 15.2. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and assigns.

16. Entire Agreement

This Agreement (including any addenda hereto signed by both parties) represents the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all previous communications, representations, understandings and agreements, either oral or written, between the parties with respect to the said subject matter.