

META IMU LICENSE AGREEMENT

NOTICE TO USER:

- A. THIS META-IMU LICENSE AGREEMENT (“AGREEMENT”) IS A LEGALLY BINDING CONTRACT BETWEEN THE INDIVIDUAL WHO DOWNLOADS THE META-IMU APPLICATION (“YOU”) AND IMU EDUCATION SDN BHD (“THE LICENSOR”), THAT SHOULD BE READ IN ITS ENTIRETY.
- B. THIS IS AN AGREEMENT GOVERNING YOUR USE OF META-IMU APPLICATION, FURTHER DEFINED HEREIN AS “APPLICATION”, AND THE LICENSOR OF THE APPLICATION IS WILLING TO PROVIDE YOU WITH ACCESS TO THE APPLICATION ONLY ON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT. YOU ARE DEEMED TO HAVE READ, UNDERSTOOD AND ACCEPTED ALL SUCH TERMS AND CONDITIONS UPON EXECUTING A DOWNLOAD OF META-IMU APPLICATION.
- C. THIS META-IMU APPLICATION IS COPYRIGHTED AND OWNED BY IMU EDUCATION SDN BHD AND THE OWNER OF THE COPYRIGHT CLAIMS ALL EXCLUSIVE RIGHTS TO SUCH APPLICATION, EXCEPT AS LICENSED TO USERS HEREUNDER AND SUBJECT TO STRICT COMPLIANCE WITH THE TERMS OF THIS AGREEMENT.
- D. IF YOU FAIL TO ABIDE BY ANY OF THE TERMS AND CONDITIONS SET FORTH HEREIN, YOUR LICENSE TO USE SUCH META-IMU APPLICATION SHALL BE IMMEDIATELY AND AUTOMATICALLY REVOKED, WITHOUT ANY NOTICE OR OTHER ACTION BY THE LICENSOR.
- E. BY ACCESSING, STORING, LOADING, INSTALLING, EXECUTING, DISPLAYING, COPYING THE APPLICATION INTO THE MEMORY OF A DEVICE, AS DEFINED BELOW, OR OTHERWISE BENEFITING FROM USING THE FUNCTIONALITY OF THE APPLICATION (“**USE**”), YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, THE LICENSOR IS UNWILLING TO LICENSE THE APPLICATION TO YOU. IN SUCH EVENT, YOU MAY NOT USE THE APPLICATION IN ANY WAY.
- F. BEFORE PUTTING A CHECKMARK AT THE “I accept the terms of the License Agreement” AND CLICKING THE “Next” BUTTON TO PROCEED WITH THE APPLICATION DOWNLOAD, PLEASE CAREFULLY READ THE TERMS AND CONDITIONS OF THIS AGREEMENT, AS SUCH ACTION IS A SYMBOL OF YOUR SIGNATURE AND BY PUTTING A CHECKMARK AT THE “I accept the terms of the License Agreement” AND CLICKING THE “Next” BUTTON, YOU ARE CONSENTING TO BE BOUND BY AND ARE BECOMING A PARTY TO THIS AGREEMENT AND AGREE THAT THIS AGREEMENT IS ENFORCEABLE LIKE ANY WRITTEN NEGOTIATED AGREEMENT SIGNED BY YOU. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, DO NOT MARK THE CHECK BOX “I accept the terms of the License Agreement” AND/OR CLICK THE “Cancel” BUTTON AND THE APPLICATION WILL NOT BE DOWNLOADED INTO YOUR DEVICE. This Application will not download into on your Device unless or until you accept the terms of this Agreement.

1. DEFINITIONS.

“Device” means computers, workstations, personal digital assistants, hand-held devices, or other electronic devices for which the Application was designed.

“Personal Use” shall mean personal non-commercial use, and not on behalf or for the benefit of any clients and excludes any commercial purposes whatsoever, which include without limitation: advertising marketing and promotional materials/services on behalf of an actual client, employer, employee or for Your own benefit, any products that are commercially distributed, whether or not for a fee, any materials or services for sale or for which fees or charges are paid or received. Additionally, the individual licensing terms may specify other terms, conditions and restrictions of Using the Application.

“You” means the individual person installing or Using the Application on his or her own behalf; or, if the Application is being downloaded or installed on behalf of an organisation, such as an employer, or the organisation for which the Application is downloaded or installed and You represent that You have authorised the person accepting this agreement to do so on Your behalf. For purposes hereof the term **“organisation,”** without limitation, includes any partnership, limited liability company, corporation, association, joint stock company, trust, joint venture, labor organisation, unincorporated organisation, or governmental authority.

2. GRANT OF LICENSE.

2.1. License.

2.1.1. The Licensor hereby grants to You a non-exclusive and non-transferable license, without rights to sublicense, to Use the Application subject to your compliance with all of the terms and conditions of this Agreement.

2.1.2. You may use the Application solely for Personal Use on one (1) Device that You own, lease or control.

You may make one backup copy of the Application for your own use to replace the primary copy in the event of hard-drive failure or other unavailability of the primary copy. The backup copy shall retain all copyright notices.

2.1.3. You may not use the Application for multiple users or on a local area network without written consent from the Licensor.

2.1.4. Your license to use the Application shall be revocable by the Licensor upon written notice to You. This license shall automatically terminate upon your violation of the terms hereof or upon your use of the Application beyond the scope of the license provided herein.

2.1.5. Use within the scope of this license is free of charge and no royalty or licensing fees shall be payable by You. Use beyond the scope of this license shall constitute copyright infringement.

2.2. Updates; Maintenance and Support Services. Licensor will not provide You with any support services for the Application under this Agreement.

3. PROPRIETARY RIGHTS AND NON-DISCLOSURE.

3.1. Ownership Rights. The Application is protected by copyright and other intellectual property laws and treaties. You agree that the Application and the authorship, systems, ideas, methods of operation and other information contained in the Application, are proprietary intellectual properties and/or the valuable trade secrets of the Licensor or its suppliers and/or licensors and are protected by civil and criminal law, and by the law of copyright, trade secret, trademark and patent of Malaysia, other countries and international treaties. You may use trademarks only insofar as to identify printed output produced by the Application in accordance with accepted trademark practice, including identification of trademark owner's name. Such use of any trademark does not give You any rights of ownership in that trademark. The Licensor and/or its suppliers own and retain all right, title, and interest in and to the Application, including without limitations any error corrections, enhancements, updates or other modifications to the Application, whether made by the Licensor or any third party, and all copyrights, patents, trade secret rights, trademarks, and other intellectual property rights therein. Your possession, installation or use of the Application does not transfer to You any title to the intellectual property in the Application, and You will not acquire any rights to the Application except as expressly set forth in this Agreement. All copies of the Application made hereunder must contain the same proprietary notices that appear on and in the Application. Except as stated herein, this Agreement does not grant You any intellectual property rights in the Application and You acknowledge that the License, as further defined herein, granted under this Agreement only provides You with a right of limited use under the terms and conditions of this Agreement. Licensor reserves all rights not expressly granted to You in this Agreement.

3.2. Third Party Components. Licensor's Application and future updates and revisions of Licensor's Application may contain components and materials (including but not limited articles, photos, drawings, graphics, rich media, applications, programs, including operating system and application software and other content owned by a party other than Licensor's with which the Application interfaces and which provides certain functionality essential to the operation of the Application ("**Third Party Components**"). Any Third Party Components incorporated into or accompanying Licensor's Application is third parties' intellectual property and is protected by Malaysian laws, and international copyright laws and applicable treaties. Licensor has obtained such rights, permissions and consents as are necessary for Licensor to use the Third Party Components in conjunction with the License as licensed by this Agreement. However, all such Third Party Components incorporated into or accompanying the Application is or may be subject to a separate software licensing agreement containing separate and discrete terms, conditions and restrictions governing Your right to use the Third Party Components. Irrespective of Your acceptance and/or use of the Application, You will not receive or gain any rights, privileges or entitlements in respect of the Third Party Components greater than such rights, privileges or entitlements as Licensor is able to provide to You pursuant to this Agreement (each as may be amended, from time to time). You acknowledge that the License granted under this Agreement only provides You with a right of limited use under the terms and conditions of this Agreement. And You agree and confirm to use the Third Party Components only in conjunction with the Application, as permitted by this Agreement, and as permitted by the more restrictive of any Third Party Components license agreement applicable to Your and/or Licensor's use of the Third Party Components.

3.3. Applicability to Third Party Components. LICENSOR MAKES NO REPRESENTATIONS OR WARRANTIES AND PROVIDES NO INDEMNIFICATION OR REPLACEMENT COVENANTS OF ANY KIND WITH RESPECT TO THIRD PARTY COMPONENTS. Licensor's sole responsibility as to Third Party Components is to pass through any intellectual property warranties, indemnification and replacement provisions that Licensor receives from the vendors or suppliers of such Third Party Components and which Licensor is allowed to pass on.

3.4. Confidential Information. You agree that, unless otherwise specifically provided herein the Application, including the specific design and structure of individual programs and the Application, constitute confidential proprietary information of the Licensor or its suppliers and/or licensors. You agree not to transfer, copy, disclose, provide or otherwise make available such confidential information in any form to any third party. Furthermore, Licensor reserves the right to implement an activation procedure requiring You in order to enable the full functionality of the Application to connect, through the Application interface, to Licensor's server and by entering into this Agreement You agree to comply with such online activation procedure. You agree to implement reasonable security measures to protect such confidential information.

4. TERM AND TERMINATION.

4.1. The term of this Agreement ("**Term**") shall begin when You install the Application until the Agreement is terminated as provided herein.

4.2. Without prejudice to any other rights, this Agreement will terminate automatically, if You fail to comply with any of the limitations or other requirements described herein.

4.3. Upon any termination or expiration of this Agreement, You must immediately cease use of the Application and permanently destroy and/or delete all copies of the Application.

5. RESTRICTIONS.

5.1. **No Transfers.** Under no circumstances You shall sell, rent, lease, loan, license, sublicense, publish, display, distribute, or otherwise transfer to a third party the Application, any copy or use thereof, in whole or in part, without Licensor's prior written consent, *provided that* if such non-waivable right is specifically granted to You under applicable law in Your jurisdiction You may transfer Your rights under this Agreement permanently to another person or entity, provided that (a) You also transfer this Agreement, the Application, all accompanying printed materials, and all other software or hardware bundled or pre-installed with the Application, including all copies, updates and prior versions, to such person or entity; (b) retain no copies, including backups and copies stored on a Device; and (c) the receiving party accepts the terms and conditions of this Agreement and any other terms and conditions upon which You legally purchased a license to the Application. Notwithstanding the foregoing, You may not transfer education, pre-release, or "not for resale" copies of the Application. In no case You may permit third parties to benefit from the Use or functionality of the Application via a timesharing, service bureau or other arrangement.

5.2. **Prohibitions.** Except as otherwise specifically provided for in this Agreement, You may not use, copy, emulate, clone, rent, lease, sell, modify, decompile, disassemble, otherwise reverse engineer, or otherwise reduce any part of the Application to human readable form or transfer the licensed Application, or any subset of the licensed Application, nor permit any third party to do so, except to the extent the foregoing restriction is expressly prohibited by applicable law. You may not modify, or create derivative works based upon the Application in whole or in part. Any such unauthorised use shall result in immediate and automatic termination of this Agreement and the License granted hereunder and may result in criminal and/or civil prosecution. Neither Application binary code nor source may be used or reverse engineered to re-create the program algorithm, which is proprietary, without written permission of the Licensor. All rights not expressly granted here are reserved by Licensor and/or its suppliers and licensors, as applicable.

5.3. **Username and Password.** You may not give, make available, give away, sell or otherwise transfer Your username and password or any copy thereof to a third party. Application username and password may not be distributed, except as provided herein, outside of the area of legal control of You, without written permission of the Licensor. Doing so will result in an infringement of copyright. The Licensor retains the right of claims for compensation in respect of damage which occurred by Your giving away the username and password therein. This claim shall also extend to all costs which the Licensor or its licensors incur in defending themselves.

5.4. **Compliance with Law.** You agree that in using the Application and in using any report or information derived as a result of using this Application, You will comply with all applicable international, national, state, regional and local laws and regulations, including, without limitation, privacy, copyright, export control and obscenity law.

5.5. **No Transfer of Rights.** Except as otherwise specifically provided herein, You may not transfer or assign any of the rights granted to You under this Agreement or any of Your obligations pursuant hereto.

5.6. **No Reverse Engineering.** You acknowledge that the Application is proprietary to the Licensor and constitutes trade secrets of the Licensor. You agree not to modify, adapt, translate, reverse engineer, decompile, disassemble or otherwise attempt to discover the code of the Application in any way.

5.7. **No Modification.** You agree not to modify or alter the Application in any way. You may not remove or alter any copyright notices or other proprietary notices on any copies of the Application.

5.8. **Transfer of the Application.** You may move the Application to a different Device; such transfer may require You to contact Licensor to effectuate such transfer. After the transfer, You must completely remove the Application from the former Device. **YOU MAY NOT SUBLICENSE, RENT OR LEASE YOUR RIGHTS IN THE APPLICATION OR AUTHORIZE ANY PORTION OF THE APPLICATION TO BE COPIED EXCEPT AS MAY BE EXPRESSLY PERMITTED IN THIS AGREEMENT.**

5.9. **Material Terms and Conditions.** You specifically agree that each of the terms and conditions of this Section 5 are material and that failure of You to comply with these terms and conditions shall constitute sufficient cause for Licensor to immediately terminate this Agreement and the License granted under this Agreement. The presence of this Section 5 shall not be relevant in determining the materiality of any other provision or breach of this Agreement by either party hereto.

6. **ADDITIONAL PROTECTION MEASURES.** Solely for the purpose of preventing unlicensed use of the Application, the Licensor may install on Your Device technological measures that are designed to prevent unlicensed use, and the Licensor may use this technology to confirm that You have a licensed copy of the Application. The update of these technological measures may occur through the installation of the updates.

7. **RIGHT TO AUDIT.** To prevent fraud Use of the Application and support services, Licensor, without written notice to users during Licensor's business hours may examine and/or audit the Use of Licensor's Application by any user.

If any examination or audit should reveal unlicensed Use of the Application and support services by either an individual or an entity, then Licensor reserves the right to reset the number of activations, demand such user to deactivate the Application and stop providing such users with support services for the Application, until such users obtain a license for the Application.

8. DISCLAIMERS.

8.1. NO WARRANTIES. EXCEPT FOR ANY WARRANTY, CONDITION, REPRESENTATION OR TERM TO THE EXTENT TO WHICH THE SAME CANNOT OR MAY NOT BE EXCLUDED OR LIMITED BY LAW APPLICABLE TO YOU IN YOUR JURISDICTION, THE APPLICATION AND SUPPORT SERVICES ARE PROVIDED "AS-IS" WITHOUT ANY WARRANTY WHATSOEVER AND THE LICENSOR MAKES NO PROMISES, REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESSED OR IMPLIED, WHETHER BY STATUTE, COMMON LAW, CUSTOM, USAGE OR OTHERWISE, REGARDING OR RELATING TO THE APPLICATION OR CONTENT THEREIN OR TO ANY OTHER MATERIAL FURNISHED OR PROVIDED TO YOU PURSUANT TO THIS AGREEMENT OR OTHERWISE. YOU ASSUME ALL RISKS AND RESPONSIBILITIES FOR SELECTION OF THE APPLICATION TO ACHIEVE YOUR INTENDED RESULTS, AND FOR THE INSTALLATION OF, USE OF, AND RESULTS OBTAINED FROM THE APPLICATION. THE LICENSOR MAKES NO WARRANTY THAT THE APPLICATION AND SUPPORT SERVICES WILL BE ERROR FREE OR FREE FROM INTERRUPTION OR FAILURE, OR THAT IT IS COMPATIBLE WITH ANY PARTICULAR HARDWARE OR APPLICATION. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LICENSOR DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, INTEGRATION, SATISFACTORY QUALITY OR FITNESS FOR ANY PARTICULAR PURPOSE WITH RESPECT TO THE APPLICATION AND THE ACCOMPANYING WRITTEN MATERIALS OR THE USE THEREOF. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. YOU HEREBY ACKNOWLEDGE THAT THE APPLICATION AND SUPPORT SERVICES MAY NOT BE OR BECOME AVAILABLE DUE TO ANY NUMBER OF FACTORS INCLUDING WITHOUT LIMITATION PERIODIC SYSTEM MAINTENANCE, SCHEDULED OR UNSCHEDULED, ACTS OF GOD, TECHNICAL FAILURE OF THE APPLICATION, TELECOMMUNICATIONS INFRASTRUCTURE, OR DELAY OR DISRUPTION ATTRIBUTABLE TO VIRUSES, DENIAL OF SERVICE ATTACKS, INCREASED OR FLUCTUATING DEMAND, AND ACTIONS AND OMISSIONS OF THIRD PARTIES. THEREFORE, THE LICENSOR EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY REGARDING SYSTEM AND/OR APPLICATION AVAILABILITY, ACCESSIBILITY, OR PERFORMANCE. THE LICENSOR DISCLAIMS ANY AND ALL LIABILITY FOR THE LOSS OF DATA DURING ANY COMMUNICATIONS AND ANY LIABILITY ARISING FROM OR RELATED TO ANY FAILURE BY THE LICENSOR TO TRANSMIT ACCURATE OR COMPLETE INFORMATION TO YOU.

8.2. LIMITED LIABILITY; NO LIABILITY FOR CONSEQUENTIAL DAMAGES. YOU ASSUME THE ENTIRE COST OF ANY DAMAGE RESULTING FROM YOUR USE OF THE APPLICATION AND THE INFORMATION CONTAINED IN OR COMPILED BY THE APPLICATION, AND THE INTERACTION (OR FAILURE TO INTERACT PROPERLY) WITH ANY OTHER HARDWARE OR APPLICATION WHETHER PROVIDED BY THE LICENSOR OR A THIRD PARTY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE LICENSOR OR ITS SUPPLIERS OR LICENSORS BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, LOSS OF GOODWILL, WORK STOPPAGE, HARDWARE OR APPLICATION DISRUPTION IMPAIRMENT OR FAILURE, REPAIR COSTS, COST OF PROCURING SUPPORT SERVICES, TIME VALUE OR OTHER PECUNIARY LOSS) ARISING OUT OF THE USE OR INABILITY TO USE THE APPLICATION, OR THE INCOMPATIBILITY OF THE APPLICATION WITH ANY HARDWARE, APPLICATION OR USAGE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. INDEMNIFICATION

You will, at Your own expense, indemnify and hold Licensor, and its affiliates and suppliers, and all officers, directors, and employees thereof, harmless from and against any and all claims, actions, liabilities, losses, damages, judgments, grants, costs, and expenses, including reasonable attorneys' fees (collectively, "**Claims**"), arising out of any use of the Application by You, any party related to You, or any party acting upon Your authorization in a manner that is not expressly authorised by this Agreement.

10. PERSONAL DATA.

10.1. Processing of Personal Data.

a) By entering into this Agreement, You agree that the Licensor process Your personal data during or in connection with your Use of the Application, gathered during your installation of the Application, including Your email address. The Licensor employs other companies and individuals to perform certain functions on its behalf. Examples include delivering packages, sending e-mail, analyzing data, providing marketing assistance, and providing customer service. They have access to personal information needed to perform their functions, but may not use it for other purposes.

b) Licensor operates as a data controller for the purpose of providing the Application and assistance to You. You hereby instruct Licensor to process the personal data that you share with Licensor in order to provide you with and improve the Application (hereinafter "Personal Data").

10.2. Security. Licensor shall maintain appropriate technical and organisational measures for the protection of the security, confidentiality, and integrity of personal data (including protection against unauthorised or unlawful processing and against accidental or unlawful destruction, loss, or alteration or damage, unauthorised disclosure of, or access to personal data). Licensor regularly monitors compliance with these measures. Licensor will not materially decrease the overall security of the Application during its provision of the Application pursuant to this Agreement. Licensor shall ensure that persons authorised to carry out processing have committed themselves to confidentiality or are under the appropriate statutory obligation of confidentiality.

10.3. Incident Notification. Licensor shall notify You without undue delay after becoming aware of the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to personal data transmitted, stored, or otherwise processed by Licensor or its sub-processors of which Licensor becomes aware (a "Data Incident"). Licensor shall make reasonable efforts to identify the cause of such Data Incident and take steps as Licensor deems necessary and reasonable in order to remediate the cause of such a Data Incident to the extent the remediation is within Licensor's reasonable control. The obligations herein shall not apply to incidents that are caused by You.

10.4. Return and Deletion. Upon your written request Licensor will return or delete Personal Data that You (and no other customer) made available to Licensor. Licensor may also refuse such requests where returning or deleting such Personal Data would be prohibited by applicable law, or where Licensor must retain such Personal Data due to legal obligations, to protect its rights or those of a third party, or as required by Licensor for processing pursuant to a legitimate interest as documented by Licensor.

10.5. International Transfer. The Application is provided via equipment and other resources located in Malaysia and other locations throughout the world. You acknowledge and agree that the Personal Data will be stored and processed in Malaysia countries in which Licensor or its affiliates maintain facilities. By using the Application, You consent to the transfer of such Personal Data outside of the country in which you provide the information and You hereby expressly consent to having Your Personal Data processed by Licensor in Malaysia according to the Licensor's current privacy policy as of the date of the effectiveness hereof which is incorporated into this Agreement by reference.

11. MISCELLANEOUS.

11.1. Governing Law; Jurisdiction and Venue. This Agreement shall be governed by and construed and enforced in accordance with the laws of Malaysia.

11.2. Period for Bringing Actions. No action, regardless of form, arising out of the transactions under this Agreement, may be brought by either party hereto more than (1) year after the cause of action has occurred, or was discovered to have occurred, except that an action for infringement of intellectual property rights may be brought within the maximum applicable statutory period.

11.3. Entire Agreement; Severability; No Waiver. This Agreement is the entire agreement between You and Licensor and supersedes any other prior agreements, proposals, communications or advertising, oral or written, with respect to the Application or to subject matter of this Agreement. You acknowledge that You have read this Agreement, understand it and agree to be bound by its terms. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable for any reason, in whole or in part, such provision will be more narrowly construed so that it becomes legal and enforceable, and the entire Agreement will not fail on account thereof and the balance of the Agreement will continue in full force and effect to the maximum extent permitted by law or equity while preserving, to the fullest extent possible, its original intent. No waiver of any provision or condition herein shall be valid unless in writing and signed by You and an authorised representative of Licensor provided that no waiver of any breach of any provisions of this Agreement will constitute a waiver of any prior, concurrent or subsequent breach. Licensor's failure to insist upon or enforce strict performance of any provision of this Agreement or any right shall not be construed as a waiver of any such provision or right.

11.4. Injunctive Relief. You agree that a breach of this Agreement adversely affecting Licensor's proprietary rights in the Application may cause irreparable injury to Licensor for which monetary damages would not be an adequate remedy and Licensor shall be entitled to seek equitable relief in addition to any remedy it may have hereunder or at law.

All rights of the Licensor are hereby reserved. The Application is the copyrighted property of the Licensor and/or its licensors and protected by copyright laws and international intellectual property treaties. Licensor's trademarks and related logos, and all related product and service names, design marks and slogans are the trademarks and/or registered trademarks of the Licensor and/or its licensors. All other product and service marks contained herein are the trademarks of their respective owners. Any use of the Licensor's or third-party trademarks or logos without the prior written consent of the Licensor or the applicable trademark owner is strictly prohibited.

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