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The Software's location-based services ("LBS") may be used with Devices equipped with

a GPS receiver or devices utilizing cellular-based location capabilities. The LBS feature is powered by Google. The Terms of Use and Privacy Policy for Google can be accessed at:

- <https://policies.google.com/terms>
- https://www.google.com/help/terms_maps/
- <https://policies.google.com/privacy>

In order to access this third-party service, the product registration code is transmitted from the Software to the IDZOR TECHNOLOGIES and/or its suppliers' LBS Server, which then requests a non-identifiable token from Google on behalf of the end user.

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IDZOR TECHNOLOGIES, its partners, and licensees may provide certain services through the Licensee's Device that rely on location information. Where available and if the Device is GPS-capable, IDZOR TECHNOLOGIES and its partners or licensees may transmit, collect, maintain, process, and use the Licensee's location data, including real-time geographic location and location search queries. The location data and queries collected by IDZOR TECHNOLOGIES will be in a form that does not personally identify the Licensee and may be used to improve location-based services. By using location-based services, the Licensee consents to the transmission, collection, maintenance, processing, and use

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Without limiting the above, IDZOR TECHNOLOGIES shall implement appropriate administrative, physical, and technical safeguards to protect the security, confidentiality, and integrity of the Licensee's data. IDZOR TECHNOLOGIES shall not:

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- (iii) is independently developed by the Recipient without use of or reference to the Discloser's Confidential Information;
- (iv) is approved for release by the Discloser in writing; or
- (v) is received from a third party without breach of a confidentiality obligation, and the Recipient has no knowledge or reason to know of any obligation of confidentiality owed to the Discloser.

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10.3 Protection of Licensee Confidential Information.

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10.4 Protection of Licensee Data

Without limiting the above, IDZOR TECHNOLOGIES shall maintain appropriate administrative, physical, and technical safeguards to protect the security, confidentiality, and integrity of Licensee Data. Specifically, IDZOR TECHNOLOGIES shall:

a) Promptly notify Licensee upon discovering any potential, actual, or suspected misappropriation, unauthorized access, disclosure, or use of Licensee Data, or any other compromise to the security, confidentiality, or integrity of Licensee Data (collectively, "Security Breaches"). IDZOR TECHNOLOGIES will promptly investigate any potential, actual, or suspected Security Breach and assist Licensee with any investigation Licensee may reasonably request regarding such a breach. IDZOR TECHNOLOGIES will take all commercially reasonable steps, as requested by Licensee, to mitigate, halt, or remedy any potential, actual, or suspected Security Breach.

b) Limit access to Licensee Data solely to its personnel who require such access to perform the services under this Agreement. IDZOR TECHNOLOGIES will not sell, disclose, release, or otherwise make available Licensee Data to any other party except as necessary for the performance of the Agreement. Access to Licensee Data will be restricted to the specific information necessary for personnel to perform the services outlined in this Agreement. IDZOR TECHNOLOGIES will inform its personnel with access to Licensee Data of the confidentiality obligations under this Agreement and ensure that such personnel comply with these obligations.

IDZOR TECHNOLOGIES will not be in violation of this obligation when Licensee Data is disclosed in compliance with a legal requirement, such as a court order, valid subpoena, or similar legal process. In such cases, IDZOR TECHNOLOGIES will: (i) provide prompt written notice to Licensee of the legal request or requirement, with sufficient details regarding the request and the Licensee Data to allow Licensee to seek a protective order or remedy, and (ii) reasonably cooperate with Licensee's efforts to seek such protective order or remedy.

c) Use Licensee Data solely for the specific purpose for which it was provided or as otherwise authorized in writing by Licensee. IDZOR TECHNOLOGIES shall only reproduce Licensee Data to the extent necessary for these purposes.

d) Upon the completion of the services under this Agreement, or at any time upon Licensee's written request, IDZOR TECHNOLOGIES shall either (i) destroy all Licensee Data in a manner that prevents its recovery or restoration, or (ii) return Licensee Data in a secure manner to Licensee without retaining any copies of such data, all at no charge to Licensee.

e) Provide Licensee with information reasonably requested by Licensee regarding IDZOR TECHNOLOGIES's compliance with its obligations under this Agreement, including, if available and not protected by attorney-client privilege or work-product doctrine, the results of any audits or tests conducted on IDZOR TECHNOLOGIES's information security program or its components.

f) Cooperate with Licensee and take reasonable actions to enable Licensee to comply with applicable data protection and privacy laws, including applicable laws in the EU, as they pertain to Licensee Data.

Without limiting any other remedies available to Licensee, if (i) a Security Breach occurs that results in Licensee determining that its data is at risk with IDZOR TECHNOLOGIES, or (ii) there is a material breach of IDZOR TECHNOLOGIES's obligations under this section, Licensee may immediately terminate this Agreement, without penalty, by delivering written notice of termination effective as of the date specified in the notice.

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The Licensee acknowledges that IDZOR TECHNOLOGIES's Confidential Information may provide insights into the Licensee's respective industry, and that access to such Confidential Information could unfairly benefit the Licensee if they were to engage in a competing business. Therefore, the Licensee agrees that, during the term of this Agreement and for a period of two (2) years following the Effective Date, the Licensee shall not engage in any business that is closely related to IDZOR TECHNOLOGIES's business.

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Each party (the "Indemnifying Party") agrees to indemnify and hold harmless the other party, including its employees, officers, directors, partners, and controlling persons, from and against any third-party claims arising out of or relating to:

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(ii) any breach or alleged breach of this Agreement by the Indemnifying Party;

(iii) any violation of any statute, law, ordinance, or regulation by the Indemnifying Party;
or

(iv) any infringement of any patent, copyright, trademark, trade secret, or other intellectual property rights or any other rights of a third party by the Indemnifying Party.

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This Agreement shall terminate upon the earlier of (i) the initial commercial release of the Software or (ii) upon written notice of termination from IDZOR TECHNOLOGIES. Either party may terminate this Agreement at any time, for any reason or no reason, by providing the other party with advance written notice. Upon expiration or termination of this Agreement, the rights and licenses granted to the Licensee under this Agreement shall immediately terminate. The Licensee shall immediately cease using the Software, Documentation, and any other proprietary materials or items containing Confidential Information, and shall return or, at IDZOR TECHNOLOGIES's request, destroy all such materials in the Licensee's possession or control.

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If the Licensee engages or attempts to engage in high-risk activities, the Licensee shall:

- (i) assume full responsibility for all risks associated with such activities;
- (ii) be solely responsible for any injury, loss, or damage that arises while engaging in high-risk activities;
- (iii) hold harmless and indemnify IDZOR TECHNOLOGIES for any damage to property or personal injury to third parties resulting from such activities; and
- (iv) release IDZOR TECHNOLOGIES, its affiliates, subsidiaries, officers, directors, agents, employees, and representatives from any liability arising out of the Licensee's engagement in high-risk activities. If the Software fails in performing such high-risk activities, the above obligations shall still apply.

15.2 Applicable Law.

This Agreement shall be governed by and construed under the laws of the People's Republic of China. Each party irrevocably waives any objections regarding venue, forum non-conveniens, or similar grounds and consents to the service of process by mail or any manner permitted by applicable law. Both parties further consent to the jurisdiction of the China International Economic and Trade Arbitration Commission (CIETAC).

15.3 Report to IDZOR TECHNOLOGIES

The Licensee acknowledges that the Software is in Beta version and that its use may result in bugs, errors, and other problems that could potentially cause failure of the Software or related hardware. The Licensee agrees to voluntarily report any bugs or errors identified in the Software to IDZOR TECHNOLOGIES. This reporting is voluntary, and failure to do so does not affect the Licensee's obligations under this Agreement.

15.4 Sanctions.

The Licensee agrees not to export, re-export, transfer, divert, or dispose of any Software, source code, or related technology provided by IDZOR TECHNOLOGIES under this Agreement to any person, entity, or destination prohibited by applicable laws and regulations, including those of the People's Republic of China, without obtaining prior authorization from the relevant authorities. A breach of this sanctions compliance clause shall be grounds for immediate termination of this Agreement.

15.5 Amendments & Severability.

This Agreement may not be amended or modified unless in writing and mutually agreed upon by both IDZOR TECHNOLOGIES and the Licensee. If any provision of this Agreement is found to be invalid or unenforceable, that provision shall be modified to conform with the minimum requirements of law. All other provisions of this Agreement shall remain valid and enforceable to the fullest extent permitted by law.

15.6 Assignment.

The Licensee may not assign or transfer any rights or obligations under this Agreement to any other person, corporation, or entity without the prior written consent of IDZOR TECHNOLOGIES. Any attempted assignment without such consent shall be null and void.

15.7 No Third Party Beneficiaries.

This Agreement is solely for the benefit of the Licensee and IDZOR TECHNOLOGIES and does not grant any third party the right to enforce or bring an action for any remedy, claim, liability, or cause of action under this Agreement.

15.8 Language.

If IDZOR TECHNOLOGIES or another party provides a translation of this Agreement, the Licensee agrees that the translation is provided for convenience only. The English version of this Agreement governs the relationship between IDZOR TECHNOLOGIES and the Licensee. In the event of any conflict between the English version and a translated version, the English version shall prevail. All disputes under this Agreement shall be resolved in the English language.

15.9 Entire Agreement.

This Agreement supersedes all prior agreements, whether oral or written, between the parties concerning the matters addressed herein and contains all the covenants and agreements between the parties with respect to the subject matter.

15.10 Knowing Consent and Authority to Consent.

Both parties knowingly and expressly consent to the terms and conditions of this Agreement. Each party affirms that it is authorized to enter into this Agreement on behalf of its respective organization.

15.11 Waiver.

The failure or delay of either party in exercising any right under this Agreement will not operate as a waiver of that right. Any waiver must be in writing to be effective.

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