

DATASTREAM GROUP, INC.

DIGITAL PORTAL LICENSE AGREEMENT

This is an Agreement, entered into on October 1, 2021, by and between Datasys Group, Inc., (“Company”) and Novus QC, Inc. (“Customer” as further defined in Section 1.2 below).

Background

I. Company has developed a proprietary electronic portal that can be used to perform email marketing services (the “Portal”).

II. Customer wishes to license the Portal to access Company’s proprietary data (the “Data”) and develop and track marketing campaigns in its own name.

NOW, THEREFORE, acknowledging the receipt of adequate consideration and intending to be legally bound, the parties agree as follows:

1. Grant of License.

1.1. **In General.** Company hereby grants to Customer a limited, non-exclusive, non-transferable license to use the Portal and Data during the Term, solely for the operation of the Portal (the “License”).

1.2. **Customer Defined.** Any reference to “Customer” in this Agreement refers to Novus QC, Inc., its employees, contractors, agents and others granted use of the Portal by G.F Labrozzi, all jointly and severally.

1.3. **Campaign, Deployment and Redeployment Defined.** An Email Campaign is defined as email records delivered by Company on behalf of Customer. An email campaign shall consist of one or more Deployments and/or Redeployments. Other than Redeployments, as defined below, each instance that company delivers email on behalf of Customer shall be considered a Deployment. Each instance company delivers emails to those who opened emails in a given Campaign’s Deployment, is considered a Redeployment.

1.4. **Restrictions.** Customer shall not (i) decompile or reverse engineer the Portal or otherwise attempt to obtain the source code for the Portal; (ii) sublicense or allow any other person to use the Portal, except pursuant to the normal operation of the Portal (*e.g.*, to list campaigns); (iii) use the name or proprietary logo(s) of Company without Company’s prior written consent; (iv) use the Portal for any purpose other than the operation of the Portal; (v) use the Portal in a manner that interferes with the use of Portal by Company or its other customers.

1.5. **Running Campaigns.** Customer’s license to use the Portal is solely for the purpose of creating, tracking and managing emails. Customer will create each campaign through the Portal. Each Deployment will send out a Customer requested number of emails (“Emails Ordered” or “Email Orders”). For each Deployment and/or Redeployment, Customer may place a maximum

of two (2) subject lines.

2. **Services.** Company shall provide the following services in connection with the creation and operation of the Portal (the “Services”):

2.1. **Intentionally Deleted.**

2.2. **Technical Support.** Company shall provide ongoing support and maintenance services to ensure that the Portal performs as intended.

3. **Fees.**

3.1. **In General.** The fees and other charges of Company are set forth on Schedule A.

3.2. **Taxes.** The fees set forth on Schedule A are exclusive of all federal, state, municipal, or other government excise, sales, use, value-added, gross receipts, personal property, occupational, or other taxes now in force or enacted in the future, and Customer shall pay any such tax (excluding taxes on Company’s net income) that Company may be required to collect or pay now or at any time in the future with respect to such fees.

3.3. **Payment.** Payment of the amounts due to Company shall be based on the payment terms listed on Schedule A. Payment shall be made by wire transfer or other immediately-available funds. Any amount not paid within the terms stated on Schedule A, shall bear a finance charge at the rate of 1 ½% per month.

4. **Functionality of Portal.**

4.1. **Initial Functionality.** Company has demonstrated the Portal to Customer (the “Demonstration Version”). At the time of delivery to Customer, the Portal will have substantially the same “look and feel,” features, and functionality of the Demonstration Version.

4.2. **Future Functionality.** Following delivery of the Portal to Customer, Company may, but is not obligated to, incorporate into the Portal such additional features and functionality as Company desires. Company shall give Customer reasonable advance notice of such additional features and functionality if they are material to the operation of the Portal. Company may change the “look and feel” of the Portal without the consent of Customer, however Company shall not remove functionality that would materially affect Customer’s ability to use the Portal.

5. **Delivery of Portal.**

5.1. **Timetable.** Company shall use reasonable commercial efforts to develop and deliver the Portal to Customer as soon as possible. Customer understands that the ability of Company to make the Portal functional for Customer depends on a number of factors beyond the control of Company, especially the timely cooperation of Customer and its employees.

5.2. **Testing and Acceptance.** Company shall notify Customer when Company believes the Portal is ready for use by Customer. Upon receipt of such notice, Customer shall have ten (10)

days in which to test the Portal. If Customer believes there are defects in the Portal it shall so notify Company and the parties shall cooperate in fixing any such defects. Customer shall be deemed to have accepted the Portal (i) if it does not notify Company of defects within such ten (10) day period, (ii) when it notifies Company of such acceptance, or (iii) when it has used the Portal in commerce for thirty (30) days, whichever occurs first.

6. Customer's Obligations.

6.1. At all times during the Term, Customer will perform its obligations under this Agreement and conduct itself in a lawful, ethical, fair, competent, and professional manner, in accordance with the highest standards of the industry. Customer will not, through any action, inaction, statement, or omission, negatively impact the reputation or customer goodwill of the Company and the Komi brand.

6.2. At all times during the Term, Customer will perform the Customer Services only through employees and contractors who are thoroughly knowledgeable about how to use, market, advertise, demonstrate, sell, offer for sale, test, support, service, and provide other services relating to the Portal.

6.3. Customer is solely responsible for obtaining, provisioning, configuring, maintaining, paying for, and protecting all equipment and services necessary for Customer to use the Portal, including providing its own computer equipment, internet access, and email service. Company shall have no responsibility for the same.

6.4. Customer is solely responsible for protecting and safeguarding its Login Information. Customer shall not disclose or make available its Login Information other than to its authorized employees or contractors. Customer shall use all commercially reasonable efforts to prevent unauthorized access to, or use of, its accounts. Customer is entirely responsible for any and all activities that occur by anyone who has authorized access to Customer's accounts, or any other party with whom Customer has shared its Login Information. Customer agrees to notify Company immediately of any unauthorized access or use of its accounts or Login Information, or any other breach of security. Customer shall make any disclosures related to such unauthorized access or use, or other breach of security, that may be required under applicable law. Customer shall also procure each Customer's guarantee and agreement that it will notify Customer promptly of any unauthorized access or use of its account or Login Information, or any other breach of security. If Customer is in receipt of a notification from a Customer, Customer agrees to immediately notify Company. Company is not obligated to verify the actual identity or authority of any individual using the valid Login Information of the Customer, its Customers, or their Users. If Company, in its absolute discretion, considers Login Information to be insecure or to have been compromised, then Company may immediately cancel the affected Login Information without notice and/or suspend any affected accounts.

6.5. Customer, including all users given access to the Portal, is solely responsible and liable for its actions in using the Portal and the Data, including the accuracy, integrity, legality, reliability, and appropriateness of all messages transmitted using the Portal, and any other acts and omissions. Customer will ensure that its use of the Portal, including the Data: (a) complies with all applicable

laws, rules, and regulations, as well as this Agreement; and (b) does not infringe the rights of other parties. Company shall have no responsibility for the same.

6.6. Customer represents that its use of the Portal and the Data, is for lawful purposes only and that the transmission of messages or files is not in violation of any applicable laws, rules, and regulations, including without limitation encouraging conduct that would constitute a criminal offense, infringe third party rights, give rise to civil liability, or otherwise violate any local, provincial, state, national, or other law. Customer may not use the Portal to upload, post, reproduce, or distribute, in any way, any information, software, or other material protected by another party's Proprietary Rights without first obtaining permission. Customer agrees to comply with all applicable laws, rules, and regulations, including those related to email marketing, anti-spam, anti-phishing, data privacy, international communications, and export of technical or personal data. Violations of Section 6 will cause Customer and/or its Customers' accounts to be terminated, suspended, restricted, or otherwise limited pursuant to this Agreement. Company reserves the right to take any other action that it deems necessary or appropriate, in its sole discretion, if Company believes a Customer, its Customer, or their Users have violated or will violate Section 6.

6.7. **Unsolicited Email Marketing.** The transmission of unsolicited email is regulated by the CAN-SPAM Act (United States), the EU Opt-In Directive (Europe), and CASL (Canada), among other laws, rules, and regulations in these and other countries, states, provinces, and jurisdictions. Unsolicited email marketing in violation of such laws, rules, and regulations using the Portal and/or the Data is prohibited and is a material violation of this Agreement. Customer warrants its compliance with laws, rules, and regulations regarding unsolicited email marketing and will require its Customers to comply as well.

6.8. Customer is fully responsible for the content of its transmissions using the Portal. Customer agrees and acknowledges that: (a) Customer is the creator of all content; and (b) Company is not the author or publisher of any content.

6.9. Customer and its Customers shall not use the Portal to store any type of information that imposes independent legal or regulatory obligations upon Company.

6.10. Customer agrees that it will not use the Portal or the Data, to send messages that encourage, promote, provide, sell, or offer to sell products or content relating to illegal or fraudulent activities, or services related to the same. This includes without limitation illegal drugs; counterfeit or pirated goods; instructions on how to assemble or otherwise make bombs, grenades, or other weapons; and material that exploits children, encourages violence, or contains obscenity or sexually explicit content. This is not an exhaustive list and Company, in its sole discretion, may determine whether a particular message is prohibited. Company's determination shall be final, binding, and conclusive.

6.11. Any unlawful or prohibited content stored on Company's servers may be deleted at any time by Company without notice. Upon receipt of a complaint, Company reserves the right, but is not obligated, to review the content of any messages sent using the Portal for compliance with applicable laws, rules, and regulations, as well as this Customer Agreement.

6.12. Customer acknowledges and agrees that Company does not (a) Represent or endorse the accuracy or reliability of any opinion, advice, or statement made through the Portal; b) Assume liability for any harassing, offensive, or obscene/sexually explicit material distributed through the Portal by Customers, its Customers, or their Users, or any other parties using the accounts of the foregoing; c) Assume any liability for material distributed through the Portal by Customers, its Customers, or their Users, or any other parties using the accounts of the foregoing, that violates of any other party's rights, including Proprietary Rights and rights of publicity or privacy; d) Assume liability for claims concerning unsolicited messages sent by Customers, its Customers, or their Users, or any other parties using the accounts of the foregoing, including without limitation claims under the CAN-SPAM Act, the EU Opt-In Directive, and CASL.

6.13. Customer may not attempt to gain unauthorized access to the Portal or any other computer systems or networks connected to any Company server, through hacking, password mining, or any other means. Customer will not obstruct the identification procedures used by Company in the Portal.

6.14. Customer and its Customers may not use the Portal in any manner that could damage, disable, overburden, or impair any Company server or a network connected to a Company server, or interfere with any other party's use and enjoyment of the Portal.

6.15. To the extent that Company suspects that Customer's Customers and/or Users have violated, or will violate, any of the provisions in Section 6, Customer agrees to work in good faith with Company to investigate and resolve any issues.

6.16. Prior to the use of the Portal by non-employees of the Customer (Additional User"), Customer have the Additional User sign the Komi Digital Portal License User Agreement, attached hereto as Schedule B. Customer shall deliver the signed User Agreement to the Company prior to the Additional User's use of the Portal.

6.17. If Customer consists of more than one Person, their liability shall be joint and several, and the compromise of any claim with, or the release of, any Customer shall not constitute a compromise with, or a release of, any other Customer.

7. **Warranties.**

7.1. Use of the Portal is at Customer's, its Customers', and their Users' own risk. The Portal may be affected by numerous factors beyond Company's control, and may not be continuous, uninterrupted, or secure. Although Company will do its best to prevent any issues, security and privacy risks cannot be eliminated. Login Information may not prevent unauthorized access. Company is not responsible for the use of the Portal by Customer, its Customers, and their Users.

7.2. Company will use its best efforts to provide Customer with the Portal and Data in order for Customer to reach desired customers. However, Company cannot guarantee any result to the Customer with regard to the number of email opens or click through rates.

7.3. **No Other Warranties.** EXCEPT FOR ANY EXPRESS WARRANTIES SET FORTH IN SECTIONS 7.1 AND 7.2, THE PORTAL IS PROVIDED ON AN "AS IS" AND "AS

AVAILABLE” BASIS. THERE ARE NO OTHER WARRANTIES, REPRESENTATIONS, OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, WRITTEN OR ORAL, ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING, USAGE OF TRADE, OR OTHERWISE WITH RESPECT TO THE PORTAL. THE COMPANY FURTHER EXPRESSLY DISCLAIMS GUARANTEE OF CONTINUED AVAILABILITY OF THE PORTAL, OR ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, SATISFACTORY QUALITY, DURABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT. NO REPRESENTATION OR OTHER AFFIRMATION OF FACT INCLUDING BUT NOT LIMITED TO MARKETING LITERATURE OR COLLATERAL, OR STATEMENTS REGARDING PERFORMANCE OF THE SERVICES BY COMPANY THAT ARE NOT CONTAINED IN THIS SECTION 7 SHALL BE CONSIDERED TO BE A WARRANTY OR REPRESENTATION, AND SHOULD NOT BE RELIED UPON AND IS NOT BINDING UPON THE COMPANY.

8. Confidentiality; Employees.

8.1. Confidentiality.

8.1.1. **Included Information.** For purposes of this Agreement, the term “Confidential Information” means all confidential and proprietary information of a party, including but not limited to (i) financial information, (ii) business and marketing plans, (iii) the names of employees and owners, (iv) the names and other personally-identifiable information of users of the Portal, (v) security codes, and (vi) all documentation provided by Company.

8.1.2. **Excluded Information.** For purposes of this Agreement, the term “confidential and proprietary information” shall not include (i) information already known or independently developed by the recipient without the use of any confidential and proprietary information, or (ii) information known to the public through no wrongful act of the recipient.

8.1.3. **Confidentiality Obligations.** During the Term and at all times thereafter, neither party shall disclose Confidential Information of the other party or use such Confidential Information for any purpose other than in furtherance of this Agreement. Without limiting the preceding sentence, each party shall use at least the same degree of care in safeguarding the other party’s Confidential Information as it uses to safeguard its own Confidential Information. Notwithstanding the foregoing a party may disclose Confidential Information (i) if required to do by legal process (*i.e.*, by a subpoena), provided that such party shall notify the other party prior to such disclosure so that such other party may attempt to prevent such disclosure or seek a protective order; or (ii) to any applicable governmental authority as required in the operation of such party’s business.

8.2. **Injunctive Relief.** The parties acknowledge that a breach of this section 8 will cause the damaged party great and irreparable injury and damage, which cannot be reasonably or adequately compensated by money damages. Accordingly, each party acknowledges that the remedies of injunction and specific performance shall be available in the event of such a breach, in addition to money damages or other legal or equitable remedies.

9. **Responsibility for Operation of Portal.** The parties agree that Customer, and not Company, is solely responsible for the operation of the Portal. The role of Company is only to provide the Portal and the Services. Company does not act as a fiduciary, business or legal advisor, or co-venturer. Customer is solely responsible for ensuring that the Portal is operated in accordance with applicable laws, for monitoring the content displayed on the Portal, and for establishing the terms of its relationships with users of the Portal. Company is not responsible for any information or content displayed on or transmitted through the Portal.

10. **Term.**

10.1. **In General.** The initial term of this Agreement shall be for two (2) years, followed by successive renewal periods of one (1) year each (together, the “Term”), unless sooner terminated pursuant to this section 10 or other provisions of this Agreement providing for termination.

10.2. **Termination for Cause.** This Agreement may be terminated at any time if either party fails to perform any of its material obligations hereunder and such failure continues for thirty (30) days following written notice from the non-breaching party. For these purposes (i) any obligation of Customer to pay any amount to Company shall be treated as a material obligation, and (ii) if Customer fails to make a required payment by the due date on more than three (3) occasions during any period of twelve (12) months, Company may (but shall not be required to) terminate this Agreement without giving written notice of such failure or any additional failure.

10.3. **Termination Due to Bankruptcy.** Company may in its absolute discretion terminate this Agreement for cause immediately upon delivery of notice to Company if Company becomes bankrupt, takes any step or proceeding available to it for the benefit of insolvent debtors, becomes insolvent, or takes any step or proceeding for its liquidation, dissolution, or winding up.

10.4. **Termination for Cessation of Business.** Customer may terminate this Agreement by giving at least ninety (90) days’ notice to Company if it discontinues the business using the Portal. Company may terminate this Agreement by giving at least one hundred eighty (180) days’ notice to Customer if it discontinues providing its portal to its customers.

10.5. **Termination, Suspension, Restriction, or Other Limitation Under Special Circumstances.** In its sole discretion and without liability, Company may terminate, suspend, restrict, or otherwise limit Customer’s and/or any of its Customers’ use of, and licenses to, the Portal based on: (a) Company’s reasonable belief that Customer or its Customers have violated or will violate this Agreement; (b) an order issued by a court or other governmental authority requiring such termination, suspension, restriction, or limit; or (c) Company’s reasonable belief that use of the Portal by Customer or its Customers have or will adversely affect Company’s equipment, security network infrastructure, or service to others.

10.6. **Termination Without Cause.** Either Party may terminate this Agreement at any time by giving at least one hundred eighty (180) days’ notice to Company.

10.7. **Effect of Termination.** Upon any termination of this Agreement, the License shall terminate and (a) Customer and will cease using the Portal; (b) Company will cease providing the

Portal to Customer; and (c) Customer will pay to Company all Fees accrued up to the date of termination without any right of deduction or setoff. Customer. Provided that Customer has paid all amounts due and otherwise complied with all of its material obligations under this Agreement, Company shall provide Customer, in a standard database format, with all of the data and information Customer at no additional charge.

11. Ownership of Intellectual Property.

11.1. **Intellectual Property of Company.** Company is the exclusive owner of the Portal and all of the intellectual property rights associated with the Portal, including all Data, software and copyrights, even if Company incorporates into the Portal suggestions made by Customer.

11.2. **Intellectual Property of Customer.** Customer is the exclusive owner of its name, logo(s), and trademarks that have been incorporated into the Portal.

11.3. **Data.** Company may collect, use, store, and sell data concerning the operation of the Portal provided that such data not (can cannot be used to) reveal the identity of Customer or any user of the Portal.

11.4. **Use of Customer's Name.** Company may, but shall not be required, advertise that Customer uses the Portal.

12. Limitation of Claims and Damages.

12.1. **Limitation of Claims.** THE COMPANY SHALL NOT BE LIABLE TO THE CUSTOMER UNDER ANY CIRCUMSTANCES (EVEN IF THIS AGREEMENT IS TERMINATED) FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE OR INDIRECT DAMAGES (INCLUDING WITHOUT LIMITATION LOSS OF PROFIT, REVENUE, BUSINESS OPPORTUNITY OR BUSINESS ADVANTAGE), WHETHER BASED UPON A CLAIM OR ACTION OF TORT CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, BREACH OF STATUTORY DUTY, CONTRIBUTION, INDEMNITY OR ANY OTHER LEGAL THEORY OR CAUSE OF ACTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12.2. **Limitation of Damages.** THE COMPANY'S TOTAL LIABILITY UNDER OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE CAUSE OR FORM OF ACTION, AND WHETHER BEFORE OR AFTER ITS TERMINATION, SHALL NOT EXCEED THE TOTAL OF ALL AMOUNTS PAID TO THE COMPANY BY THE CUSTOMER LESS A PRO RATA ABATEMENT OF SUCH AMOUNT FOR EACH FULL OR PARTIAL MONTH OF THE FIRST SIXTY (60) MONTHS FOLLOWING DELIVERY.

13. Indemnification by Customer.

13.1. **Obligation to Indemnify.** Customer will indemnify and hold harmless Company, its licensors, service providers, and their respective affiliates, managers, agents and employees, from and against all losses, costs, and expenses, including reasonable attorneys' fee, from third party

claims arising from Customer's operation of the Portal, except for claims arising from the wrongful acts or omissions of Company.

13.2. **Notice and Defense of Claims.** Company will promptly notify Customer of any claim for which it believes it is entitled to indemnification under the preceding paragraph. Customer may, but shall not be required to, assume control of the defense and settlement of such claim provided that (i) such defense and settlement shall be at the sole cost and expense of Customer (ii) Customer shall be permitted to control the defense of the claim only if Customer is financially capable of such defense and engages the services of a qualified attorney, each in the reasonable judgment of the Indemnified Party; (iii) Customer shall not thereafter withdraw from control of such defense and settlement without giving reasonable advance notice to Company; (iv) Company shall be entitled to participate in, but not control, such defense and settlement at its own cost and expense; (v) before entering into any settlement of the claim, Customer shall be required to obtain the prior written approval of Company, which shall be not unreasonably withheld, if pursuant to or as a result of such settlement, injunctive or other equitable relief would be imposed against Company; and (vi) Customer will not enter into any settlement of any such claim without the prior written consent of Company unless Customer agrees to be liable for any amounts to be paid to the third party pursuant to such settlement and is financially able to do so.

14. **Miscellaneous.**

14.1. **Amendments; Waivers.** No amendment, modification, or waiver of any provision of this Agreement shall be binding unless in writing and signed by the party against whom the operation of such amendment, modification, or waiver is sought to be enforced. No delay in the exercise of any right shall be deemed a waiver thereof, nor shall the waiver of a right or remedy in a particular instance constitute a waiver of such right or remedy generally.

14.2. **Notices.** Any notice or document required or permitted to be given under this Agreement may be given by a party or by its legal counsel and shall be deemed to be given by electronic mail with transmission acknowledgment, to General Counsel, Datasys Group, Inc., 750 Park of Commerce Drive, Suite 150, Boca Raton, FL 33487, with an email copy to: slubin@digdev.com and paul.price@digdev.com and if to Company, to _____ if to Customer, or to such other email address or addresses as the parties may designate from time to time by notice satisfactory under this section.

14.3. **Governing Law.** This Agreement shall be governed by the internal laws of State of Florida without giving effect to the principles of conflicts of laws. Each party hereby consents to the personal jurisdiction of the Federal or Circuit courts located in Broward County, Florida, and agrees that, subject to section 14.4, all disputes arising from this Agreement shall be prosecuted in such courts. Each party hereby agrees that any such court shall have in personam jurisdiction over such party and consents to service of process by notice sent by regular mail to the address set forth above and/or by any means authorized by Florida law.

14.4. **Disputes.**

14.4.1. **In General.** The following procedure shall be followed in the event of a dispute

arising from this Agreement: (a) The principals (chief executive officers) of Company and Customer shall speak directly concerning the dispute; (b) If the principals are unable to resolve the dispute, then within five (5) business days they shall exchange written summaries of their respective positions, containing such information and/or proposals as they may determine in their sole discretion, and thereafter meet or speak by telephone to attempt to resolve the dispute. Such summaries shall be deemed in the nature of settlement discussions and shall not be admissible in any further proceeding; (c) If the principals are still unable to resolve the dispute, they may, but shall not be required to, participate in non-binding mediation conducted by a single neutral mediator chosen the parties.

14.4.2. If the principals elect not to participate in mediation or are unable to resolve the dispute in mediation, they may file a lawsuit as described in section 14.3.

14.4.3. **Exceptions.** This section 14.4 shall not apply to (i) more than one (1) dispute during any six (6) month period, (ii) actual or alleged violations of section 8, (iii) situations in which the failure to immediately file a lawsuit would materially prejudice the interests of either party, or (iv) any dispute following the inability of the parties to resolve a previous dispute by following such procedures.

14.5. **Waiver of Jury Trial.** Each party waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement.

14.6. **Assignment.** Neither Company nor Customer may assign its rights or obligations under this Agreement without the prior written consent of the other. Notwithstanding the preceding sentence, a party may assign its interest in this Agreement to a person acquiring (by sale, merger, reorganization, or otherwise) substantially all of the transferor's assets or business, provided that (i) the transferee agrees to assume and perform all obligations of the transferor for periods following the transfer, (ii) the transferor remains liable for all obligations prior to the transfer, and (iii) in the case of a transfer by Customer the transferee shall not be engaged in the business of developing, marketing, or supporting an electronic portal in competition with the Portal. The transferring party may charge a reasonable fee for the review and processing of the information regarding the transfer.

14.7. **Payment of Fees.** In the event of a dispute arising under this Agreement, the prevailing party shall be entitled to recover reasonable attorneys fees and costs, provided that if a party prevails only in part the court shall award fees and costs in accordance with the relative success of each party.

14.8. **Language Construction.** The language of this Agreement shall be construed in accordance with its fair meaning and not for or against any party. The parties acknowledge that each party and its counsel have reviewed and had the opportunity to participate in the drafting of this Agreement and, accordingly, that the rule of construction that would resolve ambiguities in favor of non-drafting parties shall not apply to the interpretation of this Agreement.

14.9. **Force Majeure.** Neither party shall be entitled to recover damages or terminate this Agreement by virtue of any delay or default in performance by the other party (other than a delay

or default in the payment of money) if such delay or default is caused by Acts of God, government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected; provided that the party experiencing the difficulty shall give the other prompt written notice following the occurrence of the cause relied upon, explaining the cause and its effect in reasonable detail. Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

14.10. **Signature in Counterparts.** This Agreement may be signed in counterparts, each of which shall be deemed to be a fully-executed original.

14.11. **Signature by Facsimile or Email.** An original signature transmitted by facsimile or email shall be deemed to be original for purposes of this Agreement.

14.12. **No Third Party Beneficiaries.** This Agreement is made for the sole benefit of the parties. No other persons shall have any rights or remedies by reason of this Agreement against any of the parties or shall be considered to be third party beneficiaries of this Agreement in any way.

14.13. **Binding Effect.** This Agreement shall inure to the benefit of the respective heirs, legal representatives and permitted assigns of each party, and shall be binding upon the heirs, legal representatives, successors and assigns of each party.

14.14. **Titles and Captions.** All article, section and paragraph titles and captions contained in this Agreement are for convenience only and are not deemed a part of the context hereof.

14.15. **Pronouns and Plurals.** All pronouns and any variations thereof are deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the person or persons may require.

14.16. **Days.** Any period of days mandated under this Agreement shall be determined by reference to calendar days, not business days, except that any payments, notices, or other performance falling due on a Saturday, Sunday, or federal government holiday shall be considered timely if paid, given, or performed on the next succeeding business day.

14.17. **Entire Agreement.** This Agreement constitutes the entire agreement between Company and Customer and supersedes all prior agreements and understandings.

SIGNATURE PAGE BELOW

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

DATASYS GROUP, INC., COMPANY

By _____

Novus QC, Inc. , CUSTOMER

G.F. Labrozzi

By *Gary Labrozzi*

Schedule A

1. Fees and Other Charges. Customer shall pay Company either (a) Fifteen U.S. Dollars per One Thousand Emails Ordered (\$15 USD CPM) per Deployment, or (b) Five hundred U.S. Dollars (\$500 USD) per Deployment, whichever is greater, as well as all applicable taxes, late charges and interest, if any. Customer shall be responsible for, and pay the above fee for, any and all Deployments made by Customer, its employees, agents contractors and Additional Users. The above fee is non-refundable.

1.1 Redeployment. Customer shall pay Company the CPM price listed in Section 1 above, as well as all applicable taxes, late charges and interest, if any. Customer shall be responsible for, and pay the above fee for, any and all Redeployments made by Customer, its employees, agents contractors and Additional Users. The above fee is non-refundable. A Redeployment is limited to 10% of the emails sent in the original Campaign Deployment.

2. Payment Terms. Customer shall have Net 30 payment terms. The fees and charges listed in Section 1 of this Schedule A are due, in full, within thirty (30) days after the date of the invoice.