Dated Sep 06, 2021

This Software License Agreement is a legal agreement ("Agreement") between you or the entity you represent (referred to as "you" or "Licensee" as identified in more detail on the applicable license order) and Gudu Software Limited ("Licensor" or "Gudu").

By downloading, installing, or using the General SQL Parser software (together with its accompanying documentation and support material, collectively "Software"), you indicate that you read and accept the provisions of this Agreement and that you agree to be bound by all terms and conditions set forth herein. Gudu is only willing to enter with you in this Agreement and grant you a Software license ("License") if you obtained the Software from Gudu or a Gudu' authorized reseller. If you obtained the Software from any other source you may not install or use the Software.

PLEASE READ THIS SOFTWARE LICENSE AGREEMENT CAREFULLY BEFORE USING THE SOFTWARE. GUDU LICENSES THE SOFTWARE ONLY ON THE CONDITION THAT LICENSEE ACCEPTS ALL OF THE TERMS CONTAINED OR REFERENCED IN THIS AGREEMENT. IF YOU DO NOT WISH TO BECOME A PARTY OF THIS AGREEMENT AND BE BOUND BY ALL OF ITS TERMS AND CONDITIONS, DO NOT INSTALL OR USE THIS SOFTWARE AND DESTROY THE SOFTWARE AND ALL COPIES OF THE SOFTWARE IN YOUR POSSESSION.

The terms of this Agreement apply to the Software provided with this Agreement, all updates or upgrades to the Software that may be provided later by Gudu as part of any maintenance, technical support, or other services program for the Software, unless such update or upgrade comes with separate Software License terms. Software does not include any certain third party software that Gudu provides to you but that is subject to separate License terms either presented at the time of installation or otherwise provided with the Software.

If you are entering into this Agreement on behalf of a company or other legal entity, you represent that you have the legal authority to bind such entity to these terms.

All modifications or extensions of this Agreement need to be in writing signed by both parties.

In the event of conflict or inconsistency among incorporated terms and stipulations within the Agreement, the following order of precedence shall apply:

(1) Individual agreements, signed by both parties

(2) Gudu product-related specific Software License Terms

(3) Gudu Sales and Delivery Terms

(4) Other documents (e.g. service specifications, statements of work, exhibits, attachments)

1. Ownership

The Software is licensed to you, not sold, notwithstanding any reference herein to "sale" and "purchase". The Software and all copies thereof are proprietary to Gudu and title thereto remains in Gudu, at all times. You agree that the Software contains proprietary information, including trade secrets, know-how and confidential information (the "Confidential/Proprietary Information"). The Software is protected by international copyright laws, the copyright laws of Hong Kong, and other intellectual property rights. All rights in and to the Software not expressly granted herein are reserved by Gudu. There are no implied licenses under this Agreement. Except as expressly allowed by this Agreement, Licensee shall not use or disclose any Software technology, idea, algorithm or information except to the extent Licensee can document that it is generally available for use and disclosure by the public without any charge or license.

If the License for the Software is purchased by you with any intent to breach Gudu' Intellectual Property Rights, especially with the intent to reverse engineer, decompile, unauthorized transfer Proprietary Information, to include any exposed methods or source code where provided, no licensed right of use shall exist, and any products created as a result shall be judged illegal by definition of all applicable law. Any sale or resale of Proprietary Information or created derivatives so obtained will be prosecuted to the fullest extent of all local, federal, and international law. Violators will be prosecuted to the maximum extent possible.

Gudu has full power and authority to grant Licensee the rights granted herein. Gudu warrants that the performance of the terms herein and of Gudu' duties to the Licensee hereunder will not breach any separate agreement or arrangement by which Gudu is bound. Gudu warrants that the Software delivered to the Licensee hereunder do not violate or infringe any patent, copyright, trade secret or other proprietary right of any third party, and that Gudu is not aware of any facts upon which such a claim for infringement could be based.

2. License Grant

2.1. Rights and Limitations

The following rights and restrictions apply to all Licenses for the Software granted to you under this Agreement:

(a) You may not sell, rent, loan, or otherwise encumber or transfer the Software in whole or in part, to a third party, except as expressly granted below.

(b) The Software may include certain files intended for distribution by you to the users of the software applications that you create. These files are called Redistributable(s) and include library files. You may not distribute any files, except those that Gudu has expressly designated as Redistributable. Developer Guide of Software (if any) or any other documents (such as API documentation) which are intended to teach you how to use the Software are not considered Redistributable(s).

(c) Your own software applications may not expose the functionality provided by the Software in a way that enables a third party to use these applications as a complete or partial replacement of the Software. This especially means that your applications may not expose an API to a third party that will allow them to access functionality provided by the Software. Redistributables may only be distributed with and for the sole purpose of executing applications permitted under this Agreement and which you have created using the Software.

(d) You may not remove, alter, or obscure any confidentiality or proprietary notices (including copyright and trademark notices) of Gudu or its suppliers on, in, or displayed by the Software.

(e) You may not reproduce or use the Software except as expressly authorized under this Section 2.

2.2. Library License

The Library License for the Software grants you the right to use the API of the Software Redistributables to develop software applications.

You are not allowed to reverse engineer, decompile, de-obfuscate or otherwise attempt to derive the source code of the Software, create derivative works, modify, translate, or disassemble the Software, unless and only to the extent that such activity is expressly permitted by applicable law or by this Agreement.

2.2.1. Evaluation License

If you received the Software on an evaluation basis ("Evaluation License"), then the evaluation version of the Software is licensed to you for evaluation purposes only. The Evaluation License is a Library License. The evaluation period is up to ninety (90) days from the date of installation or such shorter or longer time period as set forth on the Software's packaging, license certificate, or accompanying documentation. During the evaluation period Gudu grants you a personal, non-transferable, non-exclusive limited license to install and execute the Software for your personal internal use.

Upon completion of the evaluation period all copies of the Software and all data derived from the Software have to be completely deleted unless you acquire a regular license for the Software. If you desire to continue to use the Software following the evaluation period, you should contact Gudu or a Gudu' authorized reseller to order a regular license to use the Software.

2.2.2. Single License

A Single License is a non-exclusive, perpetual Library License for the Software. The License is valid for one (1) individual developer who has to be specified in the License Order. The Single License grants the individual developer the right to install and use multiple copies of the Software during the development. Each individual developer with access to the Software needs a Single License for the Software of his own. The Single License cannot be shared or used concurrently by

more than one individual developer. The Single License is NOT a 'floating' license, that is, you cannot temporarily transfer access rights to another user. You may not transfer the Single License to another developer except for the named developer is leaving the company or the team that is using the Software. Gudu has to be notified in writing and provided with the name of the new-assigned individual developer.

This single license entitles you to deploy this library with your software that depends on the library to a single machine inside your organization. This library can't be deployed to more than one machine without purchase the additional distribution license.

You can't deploy this library together with your product/service to customers outside your organization. Don't hesitate to contact us for a distribution license if you need to distribute this library outside your organization as a part of your product/service.

2.2.3. Team License

A Team License is a non-exclusive, perpetual Library License for the Software. The License is valid for a team which may includes up to five (5) individual developers on one authorized site who has to be specified in the License Order. The Team License grants all those developers the right to install and use multiple copies of the Software during the development. The Team License cannot be shared or used concurrently by more than five developers. The Team License is NOT a 'floating' license, that is, you cannot temporarily transfer access rights to users outside the team. Gudu has to be notified in writing and provided with the name of the new-assigned developer If the named developer is leaving team that is using the Software.

This team license entitles you to deploy this library with your software that depends on the library to five machines inside your organization. This library can't be deployed to more than five machines without purchase the additional distribution license.

You can't deploy this library together with your product/service to customers outside your organization. Don't hesitate to contact us for a distribution license if you need to distribute this library outside your organization as a part of your product/service.

2.2.4. Site License

A Site License is a non-exclusive, perpetual, royalty free Library License for the Software that is valid for one authorized site. The authorized site must be a specific place of business of Licensee that is defined by its mail address and has to be specified in the License Order. If projects that are hosted at different or multiple sites need to access the Software, each such site requires a separate License for the Software(This is also known as Enterprise Level License). A Site License grants you the right to share or use the Software concurrently by multiple individual developers at the authorized site.

This site license entitles you to deploy this library with your software that depends on the library to unlimited machines inside your organization.

You can't deploy this library together with your product/service to customers outside your organization. Don't hesitate to contact us for a distribution license if you need to distribute this library outside your organization as a part of your product/service.

2.3. Subscription

Subject to the provisions contained in this Agreement, and timely payment of the applicable fees for maintenance and support services, Gudu offers Software maintenance and support services ("Subscription") to you. Gudu is not obliged to provide maintenance and support services to you outside a current Subscription.

You can enter into a Subscription along with the purchase of the Software License ("Corresponding License"). Effective date of the Subscription is the invoice date of the Corresponding License. Subscription is generally offered in one-year increments. It is rendered for an initial term of twelve (12) months from the effective date ("Initial Term").

You may purchase a renewal of your Subscription for an additional term ("Renewal Term") at the end of the Initial Term and any anniversary thereof. If you do not purchase a renewal for your Subscription prior to the end of its Initial or Renewal Term, your Subscription and your entitlement to receive maintenance and support services will automatically expire.

Gudu has the right to give you notice of non-renewal at the end of a Subscription Initial or Renewal Term for any reason, including but not limited to circumstances where the Software has become obsolete or has been modified. Your Subscription shall terminate immediately upon termination of your Corresponding License.

Gudu will only support the most current maintenance release of major versions of the Software. Six (6) months after the release of a new major version, Gudu may stop maintaining and supporting an older major version of the Software.

Gudu and you agree to cooperate in good faith to achieve satisfactory results during the Term of your Subscription. You understand that the level of support that Gudu is able to provide is dependent upon your cooperation and the quantity and quality of information that you can provide. You agree to provide Gudu with such information as Gudu may reasonably require for fulfilling its Subscription obligations.

Your Subscription includes (i) all versions and upgrades of the Corresponding License released during the Term, (ii) email based technical support for the Corresponding License and access to online support material during the Term, and (iii) in case of a Subscription renewal for another year, the right to renew your Subscription at expiration date for just a renewal fee.

Gudu maintains qualified personnel to provide timely and knowledgeable Subscription services. You agree to maintain qualified personnel capable to use the Software.

When you encounter a Software problem, you need to report the problem to Gudu. In your problem or bug report, you must include a detailed description of the problem accompanied by a self-contained source code sample that allows Gudu to easily reproduce the problem. Gudu will address your problem, and provide you with bug fixes or workarounds in case of Software bugs.

2.4. Deliverables

Gudu shall provide you with the electronic documentation and with the licensed Software (Internet delivery). The Software shall be deemed accepted after a period of fifteen (15) days following delivery of the Software.

3. Services

There are no services provided under this Agreement. You are responsible for installing the Software on your computers as permitted under this Agreement. Support, maintenance and other services must be purchased separately.

4. Disclaimer

The Software is made available by Gudu Software Limited for reproduction and distribution "AS IS" without warranties or conditions of any kind, express or implied including but not limited to warranties or security, non-infringement and quiet enjoyment. GUDU SOFTWARE LIMITED MAKES NO WARRANTIES, CONDITIONS, REPRESENTATIONS, OR TERMS (EXPRESS OR IMPLIED WHETHER BY STATUTE, COMMON LAW, CUSTOM, USAGE OR OTHERWISE) AS TO ANY MATTER INCLUDING WITHOUT LIMITATION, MERCHANTABILITY, INTEGRATION, SATISFACTORY QUALITY, OR FITNESS FOR ANY PARTICULAR PURPOSE. The foregoing exclusions and limitations will apply to the maximum extent permitted by applicable law, even if any remedy fails its essential purpose..

5. Intellectual Property Ownership, Copyright Protection

The Software and any authorized copies that Licensee makes are the intellectual property of and are owned by Gudu Software Limited and its suppliers. The structure, organization and code of the Software are the valuable trade secrets and confidential information of Gudu Software Limited and its suppliers. The Software is protected by law, including without limitation the copyright laws of the United States and other countries, and by international treaty provisions. Except as expressly stated herein, this agreement does not grant Licensee any intellectual property rights in the

Software and all rights not expressly granted are reserved by Gudu Software Limited and its suppliers.

6. Limitation of Liability

EXCEPT FOR INFRINGEMENT OF INTELLECTUAL PROPERTY CLAIMS, IN NO EVENT WILL EITHER PARTY TO THIS AGREEMENT BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL DAMAGES, OR ANY LOST PROFITS OR LOST SAVINGS, EVEN IF A GUDU SOFTWARE REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, DAMAGES, CLAIMS OR COSTS OR FOR ANY CLAIM BY ANY THIRD PARTY. THE FOREGOING LIMITATIONS AND EXCLUSIONS APPLY TO THE EXTENT PERMITTED BY APPLICABLE LAW IN LICENSEE'S JURISDICTION.

Nothing contained in this agreement limits Gudu Software's or its suppliers' liability to Licensee in the event of death or personal injury resulting from negligence or for the tort of deceit (fraud). Gudu Software Limited is acting on behalf of its suppliers for the purpose of disclaiming, excluding and/or limiting obligations, warranties and liability as provided in this agreement, but in no other respects and for no other purpose..

7. Privacy

You agree that - in conjunction with the business you have been doing with Gudu and in accordance with the law - your company and personal data will be saved and processed in the database of Gudu. We may use your email address or phone number to communicate with you, for example to provide your order status, to respond to queries, to notify you of a new release of the Software you purchased or to remind you of the expiry of a service agreement with us.

If not expressly disagreed by you in your License order, Gudu shall be entitled to reference you and/or the legal entity you represent as a user of the Software.

Gudu Software Limited