

# BlendVision One Terms of Use

Thank you for choosing BlendVision One. This Terms of Use (“Agreement”) constitute a legal agreement between you or the entity or company that you represent (“Customer” , “You” or “Your”) and KKCompany Media & Technology Pte. Ltd, (“KKMT”, “we” “our” or “us”), which governs Customer’s use of the Service. By accessing and/or using BlendVision One Service or our website, you (“Customer”, “you”, “yours”) agree that you have read, understood, and consented to all the content stated in the Agreement and Privacy Policy which could be found at KKMT Privacy Policy incorporated herein by reference. The Agreement will affect your legal rights and obligations. If you do not agree to be bound by all the content in the Agreement, do not access or use BlendVision One Service.

If you are accessing the Service on behalf of your employer or another entity, you represent and warrant that you have the authority to agree to these terms on its behalf. If you do not have such authority, or if you do not agree with these terms and conditions, you must not accept this agreement and may not use the Service.

## Definitions

1. “BlendVision One Service” or “Service” means all of the products and services related to BlendVision One products and services provided by KKMT to Customer under this Agreement.
2. “Plan” means the various paid plans and trial plan, of BlendVision One Service provided by KKMT.
3. “Confidential Information” means all non-public information or data disclosed by disclosing party that is marked or otherwise designated as confidential or that otherwise given the nature of the information or the circumstances surrounding its disclosure, reasonably should be deemed confidential. Confidential Information includes trade secrets, know-how, inventions, developments, software and other non-public or proprietary financial, business plans or technical information, including non-public information regarding features, functionality and performance of the Service disclosed by or for a party, including KKMT’s affiliates and subsidiaries, in relation to this Agreement, but not including any information the receiving party can demonstrate: (a) already rightfully known by it without restriction, (b) rightfully furnished to it by a third party without restriction and without breach of any obligation to the disclosing party, (c) generally available to the public without breach of this Agreement, or (d) independently developed by it without reliance on the Confidential Information of the disclosing party which could be shown by the evidence.
4. “Customer Content” means content contributed to the Service by the Customer that may be viewed on, or accessed through the Service, including but not limited to source files, videos, audiovisual combinations of text, software, scripts, graphics, images, photos, sounds, and music.
5. “Customer Data” means all information and data that Customer provides to KKMT, including but not limited to suggestions and feedbacks, in connection with the use of

BlendVision One Service, including in any registration processes, in any public message area, or through any email, messaging, or sharing feature.

6. "Personal Information" means the data which, directly or indirectly, may refer to you as an individual, such as email address, Billing Information, company name, or company address.

## Service

1. Subject to all terms and conditions of this Agreement, KKMT will use commercially reasonable efforts to provide the Service to Customer and Customer may access and use such Service in accordance with this Agreement. KKMT may provide the Service to Customer directly, or indirectly through contractors or other third-party service providers.
2. Usage Limit: All Plans and subscriptions may have an associated usage limit as specified on or stipulated in concerning contract. Monthly usage limits are calculated based on calendar months, respectively, and are based on the date of account activation. Once an account reaches its applicable usage limit, the Customer will be notified and will be invoiced of the excess/overage fees ("Excess Fee") according to the unit price stipulated on BlendVision One website. KKMT may charge a prepayment of Excess Fees in advance if the usage limit is to be ran out. KKMT reserves the right to suspend your use of and access to BlendVision One Service without liability once (a) we determine that the overage usage exceeding the limit is too substantial or (b) you refuse to make the aforesaid prepayment. The notification of suspension will be delivered on or before the date of suspension.
3. Unless otherwise stipulated hereunder or agreed by KKMT in writing, Customer only has the non-exclusive and nontransferable right to access and use BlendVision One Service subject to the terms of this Agreement during its subscription period unless otherwise stated herein.

KKMT reserves the right to modify or discontinue any BlendVision One Service or Plan (in whole or in part) at any time. We will provide you at least thirty (30) days prior notice if we discontinue material functionality of the Service that you are using, except that this notice will not be required if such notice (a) would pose a security or intellectual property issue to us or the Service, (b) is economically or technically burdensome, or (c) would cause us to violate legal requirements.

4. KKMT will not be responsible or liable for any failure in the Service resulting from or attributable to: (a) Customer's Systems, Customer Content or the Customer Data, (b) network, telecommunications or other service or equipment failures outside of KKMT's facilities, (c) Customer's or third party's products, services, negligence, acts or omissions, (d) any force majeure or cause beyond KKMT's reasonable control, (e) scheduled maintenance or (f) unauthorized access, breach of firewalls or other hacking by third parties. KKMT is neither responsible for any loss or damages incurred by Customers arising out of any technical problems including but not limited to server crashes, hosting crash.
5. Customer shall obtain and operate all systems needed to connect to, access or otherwise use the BlendVision One Service, and provide all corresponding backup, recovery and maintenance services. Customer shall ensure that all systems are compatible with the

BlendVision One Service. Customer shall maintain the integrity and security of its systems, whether physically, electronically and otherwise.

6. KKMT does not guarantee that your Customer Content and any content generated through BlendVision One Service such as transcoded videos will be stored and saved. Customer shall be responsible to keep and backup these content from time to time.
7. KKMT reserves the right to delete the Customer Content and any other content generated through BlendVision One Service at our sole discretion if (i) your account is terminated, expired or suspended, (ii) you fail to make payment on time, or (iii) for other business reasons.

#### Customer Content& Customer Data

1. Customer Data may contain certain Personal Information of you and third parties authorized by you. Except as set forth in the Privacy Policy as may be established from time to time, your Personal Information will be deemed to be confidential. Non-Personal Information sent to KKMT will generally be deemed to be NOT confidential.
2. Notwithstanding the foregoing, you understand and agree that we may disclose information about you if we have a good faith belief that we are required to do so by law or legal process, to respond to claims, to protect the rights, property, or safety of KKMT or others, or as stated in our Privacy Policy.
3. You agree that Customer Content and Customer Data may not:
  1. be false, inaccurate, misleading or fraudulent;
  2. infringe anyone's copyright, trademark, trade secret, patent or other proprietary rights or rights of publicity or privacy;
  3. violate any law, statute, ordinance or regulation;
  4. be obscene, defamatory, libelous, threatening, abusive or harassing, or encourage any of the foregoing;
  5. contain any viruses, Trojan horses, worms, time bombs, cancelbots, Easter eggs or other computer programming routines that may damage, detrimentally interfere with, intercept or use any system, data or personal information in an unauthorized way;
  6. create liability for KKMT or cause it to lose (in whole or in part) the services of its ISPs or other suppliers.

#### Payment

1. Fees: If you subscribe to any Plan of BlendVision One Service specified on or stipulated in the concerning contract. We will charge you corresponding monthly fees (“Subscription Fee”), Excess Fee (if any), and additional fees for any other services you may purchase, through the payment method authorized and provided by you. You acknowledge that the “cooling-off period” is not applicable to BlendVision One Service. You will be billed by billing period which contains (i) the period from the date you subscribe for the Service until the last day of such month on a pro-rated basis and (ii) each successive period of one calendar month thereafter. Your subscription of BlendVision One Service Plan and any other service provided by KKMT will be automatically renewed and billed unless you cancel or modify your subscription by

notifying KKMT in writing at least twenty (20) days prior to 1st day of next calendar month. If you cancel your use of the BlendVision One Service during a given month, you will not receive a refund for that month but you will continue to have access to the BlendVision One Service for the remaining period of that month. KKMT will not provide refunds or credits in case of cancellations, modification of Plan, or when there are unused portions of the Service. If you choose to subscribe for another Plan during any subscribed month, it will take effect beginning from 1st day of subsequent calendar month.

2. **Payment Terms.** Unless otherwise agreed upon in written agreement, the fees for Service is billed on a monthly basis, depending upon the Plan Customer chooses. All future recurring charges for the Service will follow the billing period . The Subscription Fee must be made in full, prior to the due date specified on the invoice. KKMT will not effect your subscribed Plan until 1st day of calendar month following our receipt of full subscription fee from you. The Excess Fee shall be invoiced to Customer along with Subscription Fee for next month in subsequent calendar month. The additional fees and Excess Fee shall be made prior to the due date specified on the invoice. If the due date is not specified on the invoice, you shall make payment within 30 days upon your receipt of such invoice.
3. **Taxes.** All payments are exclusive of federal, state, local and foreign taxes, duties, tariffs, levies, withholdings and similar assessments (including without limitation, sales taxes, use taxes and value added taxes). Customer will be responsible for paying, withholding, filing, and reporting all taxes, duties, and other governmental assessments associated with Customer's activity in connection with the Service. All amounts due hereunder shall be grossed-up for any withholding taxes imposed by any foreign government.
4. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Service.

#### Subscriber Accounts

1. In order to subscribe to the BlendVision One Service, Customer will be required to create an account and will identify an administrative user name for Customer's account (the "Master Account"). Customer may use the administrative user name to create sub accounts for other users (the "Sub Account") (both Master Account and Sub Account are collectively referred to as "Customer Account"), such as Customer's employees, up to the maximum number permitted under subscribed Plan. KKMT reserves the right to refuse registration of or cancel any Customer Account if it deems inappropriate. Customer shall be solely responsible for the acts or omissions of any person or entity who accesses the Service through Customer Account. KKMT will not be responsible for any disputes arising out of use of Service through Customer Account. We recognize and verify Customer's Account with organization or entity's email domain. Free email addresses such as Yahoo, Gmail, Hotmail are not acceptable.
2. You shall keep your password confidential and manage it securely at your responsibility. Please notify us as soon as you discover or suspect any unauthorized use of your account from here.

3. By allowing others to access Customer Account, you agree to be responsible for ensuring that they comply with the terms of this Agreement and you shall be responsible for their use and expenses of the BlendVision One Service.
4. All account information you submit must be accurate, complete and true individual and entity particulars, and shall be updated if necessary. If you provide incorrect or misleading information of individual and entity that result in our failure in reaching you or cause damages to the rights or interests of third parties, you shall be solely responsible for the relevant legal liabilities and/or damages.
5. You may terminate Customer Account by providing written notice to us. Please identify your account and provide a valid reply email address in the event we require additional information to terminate your account.
6. You could temporarily suspend your subscription of BlendVision One Service Plan on BlendVision One website provided there will be no refund of your unused Service and you are still responsible for any outstanding fees.
7. If you choose to change BlendVision One Service Plan during any subscribed month, it will take effect beginning from 1st day of subsequent calendar month.
8. We reserve the right to immediately terminate or restrict your account (including main account or individual account) or your use of the BlendVision One Service or access to the Service at any time, without giving prior notice or having to assume any liability, if KKMT determines in our sole discretion that (i) you have breached this Agreement, (ii) you violate any law, rule, or regulation, (iii) we are unable to verify or authenticate any information you provide to us; (iv) you have engaged in other inappropriate conduct (v) we believe that your actions may cause legal liability to any person or entity, or (vi) for any other business reason.

## Support and Maintenance

1. Support  
KKMT will use commercially reasonable efforts to provide Customers with support and maintenance services for the Service in accordance with its standard practices (as amended from time to time) during business hours, which are 10 a.m. to 6 p.m., Taiwan Standard Time, Monday to Friday, excluding National holidays or when there is an unforeseeable occurrence beyond our control. However, KKMT does not guarantee a specific uptime SLA for the Service unless otherwise agreed in writing.
2. Updates.  
Unless otherwise agreed in writing, KKMT shall have no obligation to provide updates on BlendVision One Service, provided that KKMT will provide Customers with any update that it makes generally available without charge to its similar customers.

## Term and Termination

1. This Agreement shall commence on the date that this Agreement is accepted or the date Customer subscribed for the Service to end of billing period unless this Agreement is terminated or cancelled pursuant to the terms stipulated hereunder. For the avoidance of doubt, if you choose to cancel or terminate this Agreement during a given month, the

Agreement will be cancelled or terminated on the last day of such calendar month provided that you will not receive any refund.

2. Your subscription of BlendVision One Service will be renewed continuously on a monthly basis unless and until you cancel your subscription, or until your account or Service is suspended or discontinued pursuant to this Agreement.
3. Without limiting other remedies it may have, either party may terminate this Agreement or any subscription immediately on notice if (i) the other party materially breaches the Agreement, and fails to cure the breach within 10 days after receipt of notice of the breach; or (ii) the other party becomes Insolvent. Upon such termination, the following will apply:
  1. All licenses granted under this Agreement will terminate immediately.
  2. All amounts due under any unpaid invoices will become due and payable immediately.

#### Prohibited Uses.

Except as expressly permitted herein, Customer agrees that it will not, nor allow any third-party on its behalf, to use or otherwise interact with the Service in a manner that:

1. impersonate any other individual, including without limitation another customer or a KKMT staff member;
2. infringes or violates the intellectual property rights or any other rights of any other person or entity including KKMT;
3. violates any law, rule or regulation;
4. is harmful, fraudulent, deceptive, threatening, harassing, defamatory, obscene, pornographic, contains or depicts nudity, or otherwise objectionable, as determined by KKMT in its sole discretion;
5. attempts, in any manner, to obtain the password, account, or other security information from any other customer;
6. violates the security of any computer network, or cracks any passwords or security encryption codes;
7. runs Maillist, Listserv, any form of auto-responder or “spam” on the Service, or any processes that run or are activated while you are not logged into the Service, or that otherwise interfere with the proper working of the Service (including by placing an unreasonable load on the Services’ infrastructure);
8. “crawls,” “scrapes,” or “spiders” any page, data, or portion of or relating to the Service or content regarding the Service(through use of manual or automated means);
9. engage in advertising to, or solicitation of, any other customers of the Service to buy or sell any products or services through the Service;
10. decompiles, reverse engineers, or otherwise attempts to obtain the source code or underlying ideas or information of or relating to the Service;
11. use any of KKMT’s Confidential Information to create any software, documentation or service that is similar to the Service or any documentation provided in connection therewith;
12. modify, translate, or otherwise create derivative works of any part of the Service; or

13. copy, license, sublicense, sell, resell, encumber, rent, lease, time-share, distribute, transfer or otherwise use or exploit or make available the Service in any service bureau arrangement or otherwise for the benefit of any third party without the prior written consent of KKMT.

### Proprietary Rights

1. Customer owns all right, title and interest in and to the Customer Content. KKMT claims no intellectual property rights over the material Customer has created and provided to us. Customer can delete, modify and/or remove the Customer Content at his/her discretion via the Service unless otherwise stated under this Agreement. You grant KKMT a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, fully-paid up, sublicensable right to use, process the Customer Content as necessary to provide the Service to Customer. You shall be responsible for all Customer Content, and represent and warrant that you have all rights necessary to grant the rights in the Customer Content set forth in this herein.
2. Notwithstanding anything contrary contained herein, KKMT may use aggregated and anonymous Customer Data, as combined with other KKMT customers' data, to improve and/or market the Service or develop, market and sell new products and services; provided that Customer is never identified as the source of such Customer Data. Customer hereby grants KKMT a nonexclusive and royalty-free right and license to use the Customer Data solely for the purposes described above.
3. Except for Customer Content, KKMT and its licensors own all right, title and interest in and to the Service and all modifications, enhancements and updates to the Service (including all intellectual property and proprietary rights embodied therein). KKMT reserves all rights not expressly granted hereunder. Customer shall not take any action inconsistent with such rights. Customer shall not alter, obscure or remove any trademark, patent legend or other proprietary or legal notice. Other than the express licenses set forth herein, this Agreement confers no license and no title of ownership in the Service or the underlying software pertaining to the Service and may not be construed as a license or sale of any rights in the software pertaining to the Service.

### Feedback.

Customer may from time to time provide KKMT suggestions or comments for enhancements or improvements, new features or functionality or other feedback ("Feedback") with respect to the Service. KKMT will have full discretion to determine whether or not to proceed with the development of any requested enhancements, new features or functionality. KKMT will have the full, unencumbered right, without any obligation to compensate or reimburse Customer, to use, incorporate and otherwise fully exercise and exploit any such Feedback in connection with its products and services.

### Confidentiality

1. Confidentiality. Except for the specific rights granted by this Agreement, the receiving party shall not use or disclose any of the disclosing party's Confidential Information

without its written consent, and shall use reasonable care to protect the other's Confidential Information, including ensuring that its affiliates, agents, third party service providers, employees and contractors with access (a) have a need to know for the purposes of this Agreement and (b) are bound by obligations of confidentiality at least as protective as those provided herein. Each party shall be responsible for any breach of confidentiality by its affiliates, agents, third party service providers, employees and contractors. Each party may disclose only the general nature, but not the specific terms, of this Agreement without the prior consent of the other party. You will not disclose Confidential Information provided by KKMT and its affiliates and subsidiaries during the term of the Agreement and such confidentiality obligation shall survive after the expiration or termination of the Agreement.

2. **Compelled Disclosure.** Nothing herein shall prevent a receiving party from disclosing any Confidential Information as necessary pursuant to any court order, lawful requirement of a governmental agency or when disclosure is required by operation of law (including disclosures pursuant to any applicable securities laws and regulations); provided, that prior to any such disclosure, the receiving party shall use reasonable efforts to: (a) promptly notify the disclosing party in writing of such requirement to disclose, and (b) cooperate with the disclosing party in protecting against or minimizing any such disclosure or obtaining a protective order.
3. **Effect of Termination.** Promptly after any termination or expiration of this Agreement (or at the disclosing party's request at any other time), the receiving party shall return all of the other's tangible Confidential Information, permanently erase all Confidential Information from any storage media and destroy all information, records and materials developed therefrom. Notwithstanding the foregoing, KKMT may retain and use Customer Content, as combined with other KKMT customers' information, solely to improve and/or market the Service, even after termination or expiration of the term of Service.

#### Limited Warranty and Disclaimers

1. **Disclaimer Of Warranties YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND KKMT EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. KKMT DOES NOT WARRANT OR GUARANTEE THAT (1) THE SERVICE ARE COMPATIBLE WITH ANY SOFTWARE, INCLUDING WITHOUT LIMITATION INTERNET BROWSER SOFTWARE; (2) THE SERVICE WILL BE FREE OF INFECTION BY VIRUSES, WORMS, TROJAN HORSES OR ANYTHING ELSE MANIFESTING CONTAMINATING OR DESTRUCTIVE PROPERTIES; (3) ALL CONTENT WILL BE ACCURATE, COMPLETE OR UP TO DATE; (4) ANY INFORMATION OR OTHER CONTENT CONTAINED WITHIN THE SERVICE WILL NOT CONTAIN DEFAMATORY MATERIAL, OR MATERIAL WHICH SOME INDIVIDUALS MAY DEEM OBJECTIONABLE; OR (5) THE SERVICE WILL MEET CUSTOMERS'S REQUIREMENT OR THAT THE FUNCTIONS OR**

SERVICE KKMT PERFORMS WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE OR THAT DEFECTS IN THE SERVICE WILL BE CORRECTED. YOU SPECIFICALLY ACKNOWLEDGE AND AGREE THAT KKMT IS NOT RESPONSIBLE FOR THE CONTENT DISTRIBUTED ON OR THROUGH THE SERVICE, AND IT ASSUMES NO RESPONSIBILITY FOR AND MAKES NO WARRANTY OR REPRESENTATION AS TO THE ACCURACY, CURRENCY, COMPLETENESS, RELIABILITY OR USEFULNESS OF INFORMATION DISTRIBUTED THROUGH THE SERVICE. CUSTOMER UNDERSTANDS AND AGREES THAT ANY CUSTOMER CONTENT RESIDING ON KKMT/BLENDVISION ONE SERVICE, SYSTEMS OR SERVERS MAY BE DELETED AT ANY TIME FOR ANY REASON IN KKMT'S SOLE DISCRETION, WITH OR WITHOUT NOTICE AND WITH NO LIABILITY OF ANY KIND. WE DO NOT PROVIDE OR GUARANTEE, AND EXPRESSLY DISCLAIM, ANY VALUE, CASH OR OTHERWISE, ATTRIBUTED TO ANY DATA RESIDING ON KKMT'S SERVICE, SYSTEMS OR SERVERS. YOU SHOULD NOT RELY ON US TO PROVIDE COPIES OF OR ACCESS TO YOUR DATA OR CUSTOMER CONTENT.

2. Limitation of Liability EXCEPT FOR DEATH, BODILY INJURY OR FRAUD, OR TO THE EXTENT THAT ANY EXCLUSION OR LIMITATION OF ITS LIABILITY IS VOID, PROHIBITED OR UNENFORCEABLE BY APPLICABLE LAW, IN NO EVENT SHALL KKMT BE LIABLE CONCERNING THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF THE FORM OF ANY CLAIM OR ACTION (WHETHER IN CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE), FOR ANY (A) MATTER BEYOND ITS REASONABLE CONTROL (INCLUDING ANY ERROR OR DAMAGE ATTRIBUTABLE TO ANY NETWORK OR SYSTEM), (B) LOSS OR INACCURACY OF DATA, LOSS OR INTERRUPTION OF USE, OR COST OF PROCURING SUBSTITUTE TECHNOLOGY, GOODS OR SERVICES, (C) INDIRECT, PUNITIVE, INCIDENTAL, RELIANCE, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF BUSINESS, REVENUES, PROFITS OR GOODWILL, OR (D) DIRECT DAMAGES IN EXCESS, IN THE AGGREGATE, OF FEE PAID TO KKMT WITHIN ONE MONTH PRECEDING THE DATE CAUSE OF ACTION AROSE, EVEN IF KKMT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS ARE INDEPENDENT FROM ALL OTHER PROVISIONS OF THIS AGREEMENT AND SHALL APPLY NOTWITHSTANDING THE FAILURE OF ANY REMEDY PROVIDED HEREIN.

#### General Provisions

1. Third Party Sites. The Service may contain links or connections to third party websites or services that are not owned or controlled by KKMT. When you access third party websites or use third party services, you accept that there are risks in doing so, and that KKMT is not responsible for such risks. You should read the terms and conditions and privacy policy of each third party website or service that you visit or utilize.
2. Linked Sites. KKMT is not affiliated with sites that may be linked to BlendVision One Service through hypertext. KKMT has no control over, and is not responsible for, the

content on/from any such sites. Those sites are for customer convenience only and you shall access them at your own risk.

3. Entire Agreement. This Agreement, Plan subscription order, together with KKMT's privacy policy constitutes the entire agreement, and supersedes all prior negotiations, understandings or agreements (oral or written), between the parties about the subject matter of this Agreement. In the event of any conflict or inconsistency between this Agreement and the Plan subscription order, the terms and conditions in the Plan subscription order will prevail and be controlling. No waiver, consent or, except as expressly provided herein, modification of the terms of this Agreement shall bind either party unless in writing and signed by the party against which enforcement is sought. The failure of either party to enforce its rights under this Agreement at any time for any period will not be construed as a waiver of such rights. If any provision of this Agreement is determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.
4. Choice of Law and Forum. This Agreement is governed by, and construed in accordance with, the laws of Taiwan (ROC). You agree that the Taipei District Court has the exclusive jurisdiction to solve any dispute arising in connection with these terms of the Agreement or BlendVision One Service.
5. Remedies. Except as specifically provided otherwise, each right and remedy in this Agreement is in addition to any other right or remedy, at law or in equity. Each party agrees that, in the event of any breach or threatened breach of terms on confidentiality, the non-breaching party may suffer irreparable damage for which it may have no adequate remedy at law. Accordingly, the non-breaching party shall be entitled to seek injunctive and other equitable remedies to prevent or restrain such breach or threatened breach, without the necessity of posting any bond.
6. Notices. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.
7. Assignment. Neither party may assign any of its rights or obligations under this Agreement without the prior written consent of the other party which consent shall not be unreasonably withheld or delayed, except that KKMT may assign its rights and obligations under this Agreement without Customer's consent in connection with any merger (by operation of law or otherwise), consolidation, reorganization, change in control or sale of all or substantially all of its assets related to this Agreement or similar transaction, to be effective upon notice to Customer. This Agreement inures to the benefit of and shall be binding on the parties' permitted assignees, transferees and successors.
8. Independent Contractors. Nothing herein will constitute either party as the employer, employee, agent or representative of the other party, or both parties as joint ventures or partners for any purpose.
9. Publicity. Customer acknowledges and agrees that KKMT has the right to issue a press release announcing the fact of this Agreement and describing the nature of their relationship hereunder. KKMT shall have the right during or after the term to list Customer as a customer in written, oral and electronic materials which include the names of

KKMT's customers , unless otherwise notified by Customer to remove in writing. Except as expressly permitted in this Agreement, KKMT will not use any trademark, service mark, trade name, or other name or logo of Customer in any advertising or publicity and shall not issue any public statement concerning this Agreement or the Service rendered hereunder without the prior written consent of Customer.

#### Change of Terms

KKMT reserves the right to modify or amend the terms of this Agreement due to service adjustment or changes of relevant local laws and regulations. Please visit and review this Agreement from time to time. Your continuing use of BlendVision One Service after any such modification or amendment constitutes your acceptance of the new Agreement.

#### Contact Information

If you have any questions or comments about this Agreement as outlined above, you can contact us.