

## **ULTRALIGHT LICENSE SUBSCRIPTION AGREEMENT – V2**

This LICENSE AGREEMENT (“**Agreement**”), effective as of the date first purchased (the “**Effective Date**”), by and between Ultralight, Inc., having an address at 15822 Jamie Lee Drive, Houston, Texas 77095 (“**Ultralight Inc**”) and Licensee (“**Licensee**”). Ultralight Inc and Licensee are collectively referred to as the “**Parties**” and individually referred to as a “**Party**”. A copy of this Agreement may be printed and saved for Licensee's records.

### **RECITALS**

WHEREAS, Ultralight Inc has developed software, known as the Ultralight software (“**Ultralight**”), which includes a library that provides developers the ability to embed and manipulate an instance of a web page and render it using a virtual GPU device driver or CPU-backed pixel buffer.

WHEREAS, Licensee desires to obtain a non-exclusive, Commercial license to use the Ultralight software to develop, distribute, and display applications licensed to third party users (“**End Users**”) or for public display, using Ultralight software to manipulate and render web pages under the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises and of the mutual covenants and obligations hereinafter contained, and other good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

### **ARTICLE 1**

#### **DEFINITIONS**

1.1 **Definitions.** As used herein, the following terms have the meanings set forth below:

1.1.1 “**Affiliates**” means, with respect to an entity or person, any entity or person that directly or indirectly through one or more intermediaries Controls, is Controlled by, or is under common Control with such entity or person.

1.1.2 “**Agreement**” has the meaning as set forth in the preamble.

1.1.3 “**Ultralight**” has the meaning as set forth in the preamble and includes portions of WebKit software. The Ultralight software includes a set of C++ header files, static libraries, dynamically-linked libraries, and documentation.

1.1.4 “**Commercial**” means for profit or in commerce, including marketing and promotions activities, whether or not profit, revenues, or sales are generated by such purpose.

1.1.5 “**Commercial Application**” has the meaning as set forth in Section 2.3.

1.1.6 “**Confidential Information**” means (a) any information disclosed by either Party to the other Party, either directly or indirectly, in writing, orally or by inspection of tangible objects, including, without limitation, trade secrets, data, know-how, materials, inventions, services, formulas, processes, designs, development, photographs, plans, drawings, models, specifications, samples, reports, pricing information, studies, findings, engineering, finances, financial models, business plans, listings and (concepts to the extent practical, Confidential Information will be disclosed in documentary or tangible form marked “Confidential” (collectively, the “**Disclosed Materials**”)) and (b) any information otherwise obtained, directly or indirectly, by a receiving Party through inspection, review or analysis of the Disclosed Materials. Confidential Information shall not lose its status merely because it was disclosed orally. Confidential Information may also include information of a third party that is in the possession of one of the Parties and is disclosed to the other Party under this Agreement. Confidential Information shall not, however, include any information that (i) was publicly known and made generally available in the public domain prior to the time of disclosure by the disclosing Party; (ii) becomes publicly known and made generally available after disclosure by the disclosing Party to the receiving Party through no action or inaction of the receiving Party; (iii) is already in the possession of the receiving Party at the time of disclosure by the disclosing Party as shown by the receiving Party’s files and records immediately prior to the time of disclosure; (iv) is obtained by the receiving Party from a third party lawfully in possession of such information and without a breach of such third party’s obligations of confidentiality; or (v) is independently developed by the receiving Party without use of or reference to the disclosing Party’s Confidential Information, as shown by documents and other competent evidence in the receiving Party’s possession. The burden of proof shall be on the receiving Party to establish the existence of facts giving rise by clear and convincing evidence that any of the foregoing exceptions to the receiving Party’s obligation of confidence apply.

1.1.7 “**Control**” shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management, activities or policies of any Person, whether through the ownership of voting securities, by contract, employment or otherwise.

1.1.8 “**Disclosed Material**” has the meaning as set forth in Section 1.1.6.

1.1.9 “**End Users**” has the meaning as set forth in the preamble.

1.1.10 “**Effective Date**” has the meaning as set forth in the preamble and is the date the Licensee enters into the Agreement with Ultralight Inc, by the Licensee agreeing to the terms and conditions of the Agreement by signing the Agreement or by otherwise accepting the terms and conditions, e.g., by Licensee clicking on a button on a computer screen, or by Licensee using or installing the Ultralight software.

1.1.11 “**WebKit**” is Open Source software code developed by Apple and licensed under the BSD license and other licenses. See also <https://webkit.org/licensing-webkit/>

1.1.12 “**Improvement**” means any enhancement, conception, suggestion, invention or discovery created or otherwise developed by Ultralight Inc or Licensee during the Term, which constitutes an improvement to the Ultralight software.

1.1.13 “**Indemnified Party**” has the meaning as set forth in [Section 8.3](#).

1.1.14 “**Indemnifying Party**” has the meaning as set forth in [Section 8.3](#).

1.1.15 “**Infringement**” has the meaning as set forth in [Section 4.6](#).

1.1.16 “**Internal**” means solely within Licensee and Licensee's Affiliates.

1.1.17 “**Ultralight Inc**” has the meaning as set forth in the preamble.

1.1.18 “**Licensed Product**” means any application, device, or software developed by the Licensee, the access, copy, distribution, display, manufacture, use, or sale of which would, if not licensed under this Agreement, infringe or misappropriate in any way the Ultralight software.

1.1.19 “**Licensee**” refers to the party to the Agreement to whom Ultralight Inc grants license rights to the Ultralight software as described herein.

1.1.20 “**Losses**” has the meaning as set forth in [Section 8.1](#).

1.1.21 “**Maintenance Release**” has the meaning as set forth in [Section 5.1](#).

1.1.22 “**Non-Commercial**” means academic or other scholarly research which (a) is not undertaken for profit, or (b) is not intended to produce works, services, or data for Commercial use, or (c) is neither conducted, nor funded, by a person or an entity engaged in the Commercial use, application or exploitation of works similar to the software.

1.1.23 “**Open Source**” means software in which source code is generally available for modification and distribution, and which may include specific license requirements for other software that accesses, embeds, or uses the open source software.

1.1.24 “**Party**” or “**Parties**” has the meaning as set forth in the preamble.

1.1.25 “**Renewal Term**” means an extension of the previous term (“**Term**”) as agreed upon by the parties.

1.1.26 “**Platform**” has the meaning as set forth in [Section 2.3](#).

1.1.27 “**Support Period**” has the meaning as set forth in [Section 5.1](#).

1.1.28 “**Term**” has the meaning as set forth in Section 10.1.

1.1.29 “**Trademarks**” means any filed or unfiled, common law, state law and federal law rights, as well as all international trademark rights, Ultralight Inc has in any trademarks for Ultralight software.

1.1.30 “**Web**” means the World Wide Web as set forth in the preamble.

## ARTICLE 2

### LICENSE GRANT

2.1 **Development License Grant.** Ultralight Inc hereby grants to Licensee a limited, non-transferable, non-exclusive, revocable, non-sublicensable, world-wide right and license to the Ultralight software, valid for the Term and any subsequent Renewal Term(s), solely to develop applications that access, embed, and use the Ultralight software (“Licensed Products”), including to test and evaluate such Licensed Products Internally by Licensee, under the terms and conditions herein. For purposes of clarity, this development license grant in Section 2.1 does not include any right or license to distribute the Ultralight software or to publicly display or publicly perform Licensed Products utilizing the Ultralight software.

2.2 **[This Section intentionally reserved.]**

2.3 **Distribution License Grant, Commercial Application.** Ultralight Inc hereby grants to Licensee a limited, non-transferable, non-exclusive, revocable, sublicensable as described herein, world-wide right and license to the Ultralight software, valid for the Term and any subsequent Renewal Term(s), to copy, develop, display, distribute, evaluate, export, import, make, market, publicly perform, sell, test, and use a Licensed Product utilizing the Ultralight software for Commercial purposes, limited to one or more Commercial Applications as defined in one or more Sales Orders, online forms, quotes, Purchase Order confirmations, and/or appendixes pursuant hereto and incorporated into this Agreement. Each Commercial Application means a single title or software application. This license grant includes all updates and additional content to the designated Application provided to Licensee's End Users at no additional charge. This license grant explicitly excludes any sequels, updates, or expansions that are sold separately or in addition to the designated Application.

2.4 **Trademark License.** In the event that Licensee, at its sole discretion, decides to use Ultralight Inc's Trademarks, Ultralight Inc hereby grants Licensee a non-exclusive, valid for the Term and any subsequent Renewal Term(s), royalty-free right and license to use, including the right to sublicense, the Trademarks in conjunction with Licensee’s marketing, advertising, manufacturing information, and product packaging activities.

2.4.1 **Non-Assignment.** Licensee acknowledges and agrees that the trademark rights granted to Licensee by and obtained by Licensee as a result of or in connection with this Agreement are license rights only, and nothing contained in this Agreement constitutes or shall be construed to be an assignment of any or all

of Ultralight Inc's rights in the Trademarks. All goodwill associated with such activities of Licensee shall inure to the benefit of the Ultralight Inc.

2.4.2 Quality of Product. In the event Licensee decides to use Ultralight Inc's Trademarks, Licensee agrees to maintain a high quality of any Licensed Product provided under the Trademark consistent with the quality of previous versions of Ultralight Inc's products as of the Effective Date and consistent with a standard that ensures the continued protection of the Trademark and the goodwill pertaining to the Trademark. In such an event, Ultralight Inc reserves the right to receive samples of the mark as used in conjunction with the Licensed Product no more than once per year or as reasonably provided by Licensee, to ensure that the quality meets the foregoing standard.

2.4.3 Trademark Format. Licensee shall only use or display the Trademark in a format approved by Ultralight Inc, such approval not to be unreasonably withheld.

2.4.4 Proper Notice and Acknowledgment. Every use of the Trademark by Licensee shall incorporate in an appropriate manner a "TM" or once it is registered an "R" enclosed by a circle or the phrase "Reg. U.S. Trademark of Ultralight, Inc.".

2.4.5 Impairment of Ultralight Inc's Rights. If Licensee decides to use the Trademark, Licensee shall not at any time, whether during or after the Term of this Agreement, do or cause to be done any act or thing challenging, contesting, impairing, invalidating, or tending to impair or invalidate any of Ultralight Inc's rights in the Trademark or any registrations derived from such rights.

2.4.6 Ultralight Inc's Rights and Remedies. If Licensee decides to use the Trademark, Licensee acknowledges and agrees that Ultralight Inc has, shall retain and may exercise, both during the Term of this Agreement and thereafter, all rights and remedies available to Ultralight Inc, whether derived from this Agreement, from statute, or otherwise, as a result of or in connection with Licensee's breach of the trademark license granted in this Agreement, misuse of the Trademark or any other use of the Trademark by Licensee which is not permitted by this Agreement.

### ARTICLE 3

#### RESTRICTIONS AND IMPROVEMENTS

3.1 Restrictions. All rights not expressly granted in this Agreement are reserved by Ultralight Inc. Nothing contained in this Agreement shall be interpreted to give Licensee any rights with respect to any copyrights, patents, trademarks, or other intellectual property, including software by Ultralight Inc other than Ultralight software under the terms described herein.

3.2 Ownership of Intellectual Property. As between Ultralight Inc and Licensee, Ultralight Inc owns and shall continue to own all intellectual property rights in the Ultralight software. Nothing in this agreement shall be construed to grant Ultralight Inc any rights to Licensee's Licensed Products, except as expressly stated herein.

3.3 **Interest in Improvements.** Ultralight Inc shall own all intellectual property rights and all other property rights in new patent applications and Improvements which Ultralight Inc makes to the Ultralight software, including using information received from Licensee or while performing Ultralight Inc's obligations under the terms of this Agreement. Licensee hereby assigns, transfers and conveys to Ultralight Inc, and the Ultralight Inc hereby accepts and assumes, free and clear of and from encumbrances, all right, title and interest, together with all rights of priority, in and to such Improvements and the patent(s) that may issue from such Improvements, and including the subject matter of all claims that may be obtained therefrom, any foreign counterparts or equivalents thereto, existing now or in the future, and any and all divisionals, continuations (in whole or in part), reissues, renewals and extensions of any of the foregoing, any substitutions therefore and any patents that may issue from the foregoing, the same to be held and enjoyed by Ultralight Inc for its own use and benefit, and for the use and benefit of its successors or assigns, to the end of the term or terms for which said patents are or may be granted or reissued, as fully and entirely as the same would have been held and enjoyed by the Licensee if this assignment had not been made. Such assignment includes, without limitation, all income, royalties, damages or payments due or payable after the Effective Date related to any of the foregoing and all claims for damages by reason of past, present or future infringement or other unauthorized use of the foregoing, with the right to sue for and collect the same. Licensee hereby authorizes and requests the Commissioner of Patents of the United States Patent and Trademark Office, or any equivalent body in any foreign jurisdiction, to record this assignment so as to reflect Ultralight Inc's ownership of the Improvements. Licensee hereby covenants and agrees that the Licensee will, at any time, upon request, execute and deliver any and all papers and take any and all other reasonable actions that may be necessary or desirable to implement or perfect this assignment, without further compensation but at the expense of the assignee, its successors or assigns with respect to Licensee's reasonable out-of-pocket costs.

3.4 **Protection of Improvements.** Ultralight Inc shall prepare, file, prosecute, obtain, maintain and enforce any or all intellectual property rights in, to, and under the Improvements. Notwithstanding the foregoing, Ultralight Inc shall be under no obligation to prosecute or pursue intellectual property protection, in, to or under any Improvements inside or outside of the United States.

## ARTICLE 4

### CERTAIN LICENSEE OBLIGATIONS

4.1 **[This Section intentionally reserved.]**

4.2 **[This Section intentionally reserved.]**

4.3 **Licensing of End Users.** Subject to the license grant in ARTICLE 2, Licensee may distribute to End Users the Ultralight software, as part of and in conjunction with Licensed Products, provided that such distribution to End Users is subject to the End User License Agreement in Exhibit A, or a license by Licensee having substantially the same terms and conditions.

4.4 **Marking.** Licensee shall ensure that the text contained within **NOTICES**, or a successor text as designated by Ultralight Inc from time to time, shall appear in the credit section of any Licensed Product:

4.5 **Export Controls.** The Ultralight software, including any downloading or use of, may be subject to export controls imposed by U.S. export control laws, including the U.S. Export Administration Act and its associated regulations, and may be subject to export or import regulations in other countries. Licensee agrees to comply strictly with all such regulations and acknowledges that Licensee has the responsibility to obtain licenses to export, re-export, or import the Ultralight software.

4.6 **Infringement.** Licensee agrees to promptly notify Ultralight Inc if it becomes aware of any third party that infringes Ultralight Inc's intellectual property rights, including misappropriation of the Ultralight software or violations of an End User license agreement (an "**Infringement**"). Ultralight Inc, at its discretion, shall have the right, but not the obligation, to enforce intellectual property rights against any Infringement. Ultralight Inc shall solely control any such enforcement action.

4.7 **Update Contact Information.** Licensee shall promptly report to Ultralight Inc any change in mailing address, name or company affiliation during the period of this Agreement, and Licensee also shall promptly report when, and if, Licensee discontinues its development and marketing of the Ultralight software, and/or when Licensee discontinues its efforts to bring the Licensed Products to practical application.

## ARTICLE 5

### CERTAIN ULTRALIGHT INC OBLIGATIONS

5.1 **Support and Maintenance Releases.** For the duration of the Term and any subsequent Renewal Term(s), Ultralight Inc shall take commercially reasonable efforts to provide support for the Ultralight software to include providing an electronic forum, bug and issue tracking software, and a wiki for comments by Licensee and other licensees; to include providing work-arounds or bug fixes to diagnosed errors and malfunctions in the Ultralight software; and to include providing releases that implement corrections ("**Maintenance Releases**"). Maintenance Releases may provide corrections to errors or malfunctions and also may include new features and functions added to the Ultralight software. Maintenance Releases are licensed under the same terms and conditions of this Agreement. The timing and content of Maintenance Releases will be at the sole discretion of Ultralight Inc.

5.2 **Priority E-Mail Support.** For the duration of the Term and any subsequent Renewal Term(s), Ultralight Inc shall also provide dedicated e-mail support to Licensee with a guaranteed response time of 48 hours during normal business hours (Monday through Friday, 9:00AM – 5:00 PM, normal U.S. holidays excluded), limited to twelve (12) support requests during any twelve (12) month period.

## ARTICLE 6

### PAYMENTS AND ROYALTY

6.1 **License Fees.** License fees are described in one or more Sales Orders, online forms, quotes, Purchase Order confirmations, and/or appendixes pursuant hereto and incorporated into this Agreement. License fees shall not be refunded nor claimed as a credit in any event for any reason whatsoever.

6.2 **Ordering Renewals.** Licensee may purchase additional Renewal Term(s) for this license pursuant to agreed pricing terms or, if no specific pricing terms have been agreed upon, at Ultralight Inc's standard pricing terms applicable at the time of purchase. Unless otherwise provided, any pricing terms referenced in this agreement shall be valid for twelve (12) months from the Effective Date of this Agreement.

6.3 **Payment Terms.** License fees and any other charges under this Agreement shall be paid by Licensee immediately upon receipt of the applicable invoice from Ultralight Inc.

## ARTICLE 7

### REPRESENTATIONS AND WARRANTIES

7.1 **LIMITATION OF WARRANTY; "AS IS".** THE ULTRALIGHT SOFTWARE, INCLUDING, WITHOUT LIMITATION, ALL SOFTWARE, DOCUMENTS, FUNCTIONS, MATERIALS, AND INFORMATION, IS PROVIDED "AS IS." TO THE FULLEST EXTENT PERMISSIBLY BY LAW, ULTRALIGHT INC MAKES NO OTHER REPRESENTATIONS, EXTENDS NO OTHER WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT (INCLUDING ANY OPEN SOURCE VIOLATIONS), AND ASSUMES NO LIABILITY TO LICENSEE OR ANY OTHER PERSON FOR OR ON ACCOUNT OF ANY INJURY, LOSS OR DAMAGE, OF ANY KIND OR NATURE, SUSTAINED BY, OR ANY DAMAGE ASSESSED OR ASSERTED AGAINST, OR ANY OTHER LIABILITY INCURRED BY OR IMPOSED ON LICENSEE OR ANY OTHER PERSON (INCLUDING DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, NOT LIMITED TO PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE)), ARISING OUT OF OR IN CONNECTION WITH OR RESULTING FROM THE USE OF THE ULTRALIGHT SOFTWARE OR THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.



7.2 **Maximum Liability.** Regardless of the basis on which a claim is made (including fundamental breach, negligence, misrepresentation, or other contract or tort claim), Ultralight Inc's maximum liability under this Agreement is further limited to the total license fee as defined in one or more Sales Orders, online forms, quotes, Purchase Order confirmations, and/or appendixes pursuant hereto and incorporated into this Agreement. This limitation shall not apply to any claim based on an indemnity in ARTICLE 8 below.

## ARTICLE 8

### INDEMNIFICATION

8.1 **Indemnification by Licensee.** Provided that Ultralight Inc provides prompt and reasonable notice to Licensee, then Licensee shall defend and indemnify Ultralight Inc from and against any and all claims for damages, losses, liabilities, costs and expenses (including reasonable legal fees and expenses), deficiencies, including interest and penalties imposed or assessed by any judicial or administrative body, including, all amounts paid in investigation, defense or settlement of the foregoing, (collectively, the "**Losses**") incurred by Ultralight Inc that arise out of:

8.1.1 any breach of Licensee's obligations in ARTICLE 4; or

8.1.2 any breach of the confidentiality obligations under ARTICLE 9 by Licensee, its Affiliates, employees, or contractors; or

8.1.3 any third-party claim of infringement or misappropriation that arises out of the Licensed Product due to use of the Ultralight software in combination with Licensee's software or technology.

8.2 **Indemnification by Ultralight Inc.** Provided that Licensee provides prompt and reasonable notice to Ultralight Inc, then Ultralight Inc shall defend and indemnify Licensee from and against all Losses incurred by Licensee that arise out of: any breach of the confidentiality obligations under ARTICLE 9 by Ultralight Inc, its Affiliates, employees, or contractors.

8.3 **Party Seeking Indemnification.** (a) If either Party seeks indemnification under the terms of this ARTICLE 8 (the "**Indemnified Party**") against the other Party (the "**Indemnifying Party**"), the Indemnified Party shall promptly notify the Indemnifying Party in writing of the third party claim or threatened third party claim it receives notice thereof, shall permit the Indemnifying Party, at the Indemnifying Party's cost and expense, to assume direction and control of the defense of the third party claim, and shall cooperate as requested (at the expense of the Indemnifying Party), in the defense of the claim.

8.3.1 The obligations of the Indemnifying Party to indemnify the Indemnified Party pursuant to Section 8.1 and Section 8.2 are conditioned upon the delivery of written notice to the Indemnifying Party of any asserted or threatened third party claim promptly after the Indemnified Party becomes aware of such third party claim; provided, that, the failure of the Indemnified Party to give such notice or any delay thereof shall not offset the Indemnified Party's right to indemnification

hereunder, except to the extent that such failure or delay impairs the Indemnifying Party's ability to defend or contest any such third party claim.

## ARTICLE 9

### CONFIDENTIALITY

9.1 **Non-use and Non-disclosure.** Each Party agrees not to use any Confidential Information of the other Party for any purpose except for the purposes set forth in this Agreement. Each Party agrees not to disclose any Confidential Information of the other Party, except that, subject to Section 9.2 below, a receiving Party may disclose the other Party's Confidential Information (except Source Code unless otherwise specified in writing) to those employees of the receiving Party who are required to have the information for the purposes set forth in this Agreement, and relevant consultants, provided that the receiving Party first obtains a signed confidentiality agreement with terms similar to this Agreement from the consultants, such that consultants are under a confidentiality obligation to the receiving Party. If a receiving Party is required by law to make any disclosure that is prohibited or otherwise constrained by this Agreement, the receiving Party will provide the disclosing Party with prompt written notice of such requirement so that the disclosing Party may seek a protective order or other appropriate relief. Subject to the foregoing sentence, such receiving Party may furnish that portion (and only that portion) of the Confidential Information that the receiving Party is legally compelled or is otherwise legally required to disclose; provided, however, that the receiving Party provides such reasonable assistance as the disclosing Party may request in obtaining such order or other relief.

9.2 **Maintenance of Confidentiality.** Each Party agrees that it shall take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information of the other Party. Without limiting the foregoing, each Party shall take at least those measures that it takes to protect its own confidential information of a similar nature, but in no case less than reasonable care (including, without limitation, all precautions the receiving Party employs with respect to its confidential materials). Prior to any disclosure of Confidential Information to its employees, each Party shall ensure that such employees who have access to the other Party's Confidential Information have signed a non-disclosure agreement in content similar to the provisions of this Agreement or are otherwise legally obligated not to disclose such Confidential Information. Each Party shall reproduce the other Party's proprietary rights notices on any photo or electronic copies, in the same manner in which such notices were set forth in or on the original. A Party receiving Confidential Information shall promptly notify the Party disclosing such Confidential Information of any use or disclosure of such Confidential Information in violation of this Agreement of which the receiving Party becomes aware.

9.3 **Source Code.** For purposes of clarity, any Source Code may not be disclosed by a receiving Party to any third party, including consultants under non-disclosure agreements, without the prior written consent of the disclosing Party.

9.4 **Limitation on Copying.** Other than Ultralight Inc's rights in the Improvements, the disclosing Party retains and owns all copyrights, rights in derivative works in the Confidential Information and the receiving Party hereby agrees not to copy the Confidential Information, in whole or in part, except as is necessary to perform its tasks under this Agreement.

9.5 **Return of Materials.** All documents and other tangible objects containing or representing Confidential Information that have been disclosed by either Party to the other Party, shall be and remain the property of the disclosing Party and shall be promptly returned to the disclosing Party upon the disclosing Party's written request. Notwithstanding the foregoing, one (1) copy of any written or photographic Confidential Information provided by the other Party may be retained by the receiving Party for archival purposes only.

9.6 **Duration.** The confidentiality obligations of each receiving Party under this Agreement shall survive until such time as all Confidential Information of the other Party disclosed hereunder becomes publicly known and made generally available through no action or inaction of the receiving Party. The obligations to hold information in confidence as required by ARTICLE 9 also shall survive any termination of this Agreement.

9.7 **Duty to Notify of Confidentiality Breach.** Either Party shall immediately provide written notice to the other Party of any breach of this ARTICLE 9, specifying the specific nature of the breach. The breaching Party shall then have thirty (30) days to reasonably cure the breach. Should such breach not be reasonably cured within sixty (60) days from receipt of such notice, then the non-breaching Party may terminate this Agreement.

9.8 **Availability of Equitable Relief.** Each Party understands and agrees that its breach or threatened breach of this Agreement will cause irreparable injury to the other Party and that money damages will not provide an adequate remedy for such breach or threatened breach, and both parties hereby agree that, in the event of such a breach or threatened breach, the non-breaching Party will also be entitled, without the requirement of posting a bond or other security, to equitable relief, including injunctive relief and specific performance. The Parties' rights under this Agreement are cumulative, and a Party's exercise of one right shall not waive the Party's right to assert any other legal remedy.

## ARTICLE 10

### TERM AND TERMINATION

10.1 **Term.** This Agreement will be for a term beginning on the Effective Date and will continue in effect for as long as there is any License(s) purchased under this Agreement in effect ("**Term**" and/or "**Renewal Term**"), unless otherwise terminated as provided by under Section 9.7 or as provided for in this ARTICLE 10 or as provided by additional terms as defined in one or more Sales Orders, online forms, quotes, Purchase Order confirmations, and/or appendixes pursuant hereto and incorporated into this Agreement, including:

10.1.1 **Termination by Licensee.** Licensee may terminate this Agreement by providing Ultralight Inc with thirty (30) days prior written notice intent to terminate.

10.1.2 **Termination by Ultralight Inc.** Ultralight Inc may terminate this Agreement with notification to Licensee of any breach of Licensee's obligations in ARTICLE 4 if such breach is not reasonably cured within thirty (30) days from receipt of such notice.

10.2 **Suspension of Rights.** Ultralight Inc shall have the right to suspend or withhold grants of all rights to the Ultralight software hereunder, including but not limited to the Development License, Distribution License, Support, and Source Code Updates, should Licensee fail to make payment in timely fashion or otherwise violates or is reasonably suspected to violate its obligations or terms of this Agreement, and where such violation or breach is not cured within five (5) business days following Ultralight Inc's written notice thereof.

10.3 **Effect of Termination.** Upon termination or expiration of this Agreement, (1) the licenses granted to Licensee herein shall immediately cease; (2) if Licensee has decided to use the Trademark, Licensee shall immediately cease and desist from using the Trademark in conjunction with any future marketing and advertising activities; and (3) any license fee, consulting fee, or other payment owed by Licensee to Ultralight Inc shall become immediately due and payable.

10.4 **Surviving Provisions.** Notwithstanding any provision herein to the contrary, the rights and obligations of the Parties set forth in Articles 3, 7, 8, 9, 10 and 11, as well as any rights or obligations otherwise accrued hereunder, including any accrued payment obligations, shall survive the expiration or termination of the Term.

## ARTICLE 11

### GENERAL PROVISIONS

11.1 **Severability.** If any provision(s) of this Agreement are deemed to be unenforceable or are or become invalid, or are ruled illegal by any court of appropriate jurisdiction under then current applicable law from time to time in effect during the Term hereof, it is the intention of the Parties that the remainder of this Agreement shall not be affected thereby provided that a Party's rights under this Agreement are not materially affected. The Parties hereto covenant and agree to renegotiate any such term, covenant or application thereof in good faith in order to provide a reasonably acceptable alternative to the term, covenant or condition of this Agreement or the application thereof that is invalid, illegal or unenforceable, it being the intent of the Parties that the basic purposes of this Agreement are to be effectuated.

11.2 **Venue and Jurisdiction.** This Agreement shall be governed by and construed in accordance with the internal laws of the State of Texas, without reference to its conflicts of laws and choice of law rules or principles. Any disputes arising hereunder shall be

adjudicated in Harris County, Texas, which state or federal courts having appropriate jurisdiction shall have exclusive jurisdiction over such dispute(s) but not including any appeals from decisions therefrom.

11.3 **Notification**. All notices, requests and other communications hereunder shall be in writing, shall be addressed to the receiving Party's address set forth below or as otherwise provided by Licensee to Ultralight Inc, or to such other address as a Party may designate by notice hereunder, and shall be either: (a) delivered by hand; (b) made by facsimile transmission (to be followed with written fax confirmation); (c) sent by private courier service providing evidence of receipt; or (d) sent by registered or certified mail, return receipt requested, postage prepaid. The addresses and other contact information for the Parties are as follows:

If to Ultralight Inc:

Mr. Adam Simmons  
15822 Jamie Lee Dr.  
Houston, TX 77095

Email: adam@ultralig.ht

All notices, requests and other communications hereunder shall be deemed to have been given either: (a) if by hand, at the time of the delivery thereof to the receiving Party at the address of such Party set forth above; (b) if made by telecopy or facsimile transmission, at the time that receipt thereof has been acknowledged by the recipient; (c) if sent by private courier, on the day such notice is delivered to the recipient; or (d) if sent by registered or certified mail, on the fifth (5th) business day following the day such mailing is made.

11.4 **Entire Agreement**. This is the entire Agreement between the Parties with respect to the subject matter hereof and supersedes all prior representations, understandings and agreements between the Parties with respect to the subject matter hereof. No modification shall be effective unless in writing with specific reference to this Agreement and signed by the Parties.

11.5 **Waiver**. The terms or conditions of this Agreement may be waived only by a non-electronic written instrument executed by the Party waiving compliance. The failure of either Party at any time or times to require performance of any provision hereof shall in no manner affect its rights at a later time to enforce the same. No waiver by either Party of any condition or term shall be deemed as a continuing waiver of such condition or term or of another condition or term.

11.6 **Headings**. Section and subsection headings are inserted for convenience of reference only and do not form part of this Agreement.

11.7 **Assignment**. Neither this Agreement nor any right or obligation hereunder may be assigned, delegated or otherwise transferred, in whole or part, by either Party without the prior express written consent of the other provided, however, that either Party may, without

the prior written consent of the other Party, assign this Agreement and its rights and delegate its obligations hereunder to its Affiliates, and may assign this Agreement in conjunction with an acquisition, merger, sale of substantially all of its assets, or other business combination. Any permitted assignee shall assume all obligations of its assignor under this Agreement. Any purported assignment in violation of this Section 11.7 shall be void. The terms and conditions of this Agreement shall be binding upon and inure to the benefit of the permitted successors and assigns of the Parties.

11.8 **Force Majeure.** Neither Party shall be liable for failure of or delay in performing obligations set forth in this Agreement, and neither shall be deemed in breach of its obligations, if such failure or delay is due to natural disasters, acts of terrorism or any other causes beyond the reasonable control of such Party. In event of such force majeure, the Party affected thereby shall use reasonable efforts to cure or overcome the same and resume performance of its obligations hereunder.

11.9 **Construction.** The Parties hereto acknowledge and agree that: (i) each Party and its counsel reviewed and negotiated the terms and provisions of this Agreement and have contributed to its revision; (ii) the rule of construction to the effect that any ambiguities are resolved against the drafting Party shall not be employed in the interpretation of this Agreement; and (iii) the terms and provisions of this Agreement shall be construed fairly as to all Parties hereto and not in favor of or against any Party, regardless of which Party was generally responsible for the preparation of this Agreement.

11.10 **Status.** Nothing in this Agreement is intended or shall be deemed to constitute a partner, agency, employer-employee, or joint venture relationship between the Parties.

11.11 **Further Assurances.** Each Party agrees to execute, acknowledge and deliver such further instructions, and to do all such other acts, as may be reasonably necessary or appropriate in order to carry out the purposes and intent of this Agreement.

11.12 **Counterparts.** This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

11.13 **Negotiation and Mediation.** If an issue arises over the subject matter of this Agreement, before initiating litigation, the Parties hereby agree to attempt in good faith to settle any disputes or issues through mediation, including a direct exchange between chief executives, at least thirty (30) days prior to any filing suit.

## ARTICLE 12

### SUBSCRIPTION RENEWAL

12.1 **Automatic Renewal.** Upon expiration of the initially agreed-upon Term, the respective License Grants shall automatically extend to one or more Renewal Term(s), unless and until either Party notifies the other Party in writing, or any other method acceptable to Ultralight Inc, that it does not wish to continue the Term, such notification to

be provided to the other Party no less than thirty (30) days before expiration of the respective Term.

12.2 **Renewal Term and Pricing.** Unless otherwise agreed by both Parties, Renewal Term shall be of equal length to the initial Term. Any such Renewal Term shall be subject to license fees agreed upon by both Parties or, if no such agreement exists, subject to Ultralight Inc's standard pricing applicable at the initial date of any such Renewal Term. Any price or other term specified for a Renewal Term shall be valid only for the specified time.

12.3 **Renewal Process.** Ultralight Inc may either request the Licensee to place a purchase order corresponding to a quote by Ultralight Inc, or use Licensee's stored payment information in a third-party payment processor to automatically charge the Licensee for the relevant Renewal Term.

## ARTICLE 13

### ADDITIONAL RESTRICTIONS

13.1 **Small Businesses and Startups ONLY.** This agreement is valid ONLY for Small Businesses and Startups (defined as any company or incorporated entity that had a turnover less than US \$50,000,000 in its last fiscal year).

## **ARTICLE B**

### **SOURCE CODE ADDENDUM**

This Source Code Addendum is incorporated into the Ultralight License Subscription Agreement effective as of **Effective Date**, by and between Ultralight, Inc., having an address at 15822 Jamie Lee Drive, Houston, Texas 77095 (“**Ultralight Inc**”) and Licensee.

## **ARTICLE B-1**

### **SOURCE CODE LICENSE GRANT**

**B-1.1 Source Code License Grant.** In addition to the license grants in ARTICLE 2 of this Agreement, Ultralight Inc hereby grants to Licensee a limited, non-transferable, non-exclusive, revocable, non-sublicensable, world-wide right and license to the Source Code to Ultralight software, valid for the Term and any subsequent Renewal Term(s), to develop Licensed Products, including to test and evaluate such Licensed Products Internally by Licensee, under the terms and conditions herein. For purposes of clarity, this development license grant in Section B-1.1 does not include any right or license to distribute the Source Code to the Ultralight software or to publicly display or publicly perform Licensed Products utilizing the source code to the Ultralight software.

**B-1.2 Distribution License Grant.** In addition to the license grants in ARTICLE 2 of this Agreement, Ultralight Inc hereby grants to Licensee a limited, non-transferable, non-exclusive, revocable, sublicensable as described herein, world-wide right and license to the Ultralight software, valid for the Term and any subsequent Renewal Term(s), to copy, develop, display, distribute, evaluate, export, import, make, market, publicly perform, sell, test, and use a Licensed Product utilizing and derived from the Source Code to the Ultralight software for Commercial purposes, limited to one or more Commercial Applications as defined in one or more Sales Orders, online forms, quotes, Purchase Order confirmations, and/or appendixes pursuant hereto and incorporated into this Agreement. Each Commercial Application means a single title or software application. This license grant includes all updates and additional content to the designated Application provided to Licensee's End Users at no additional charge. This license grant explicitly excludes any sequels, updates, or expansions that are sold separately or in addition to the designated Application.

**B-1.3 No License to Publish Source Code.** Nothing contained in this Addendum or this Agreement shall be interpreted to give Licensee any rights with respect to publishing or disclosing to any third party the Source Code to the Ultralight software, including as embedded or available in the source code to a Licensed Product.



## ARTICLE B-2

### ADDITIONAL WARRANT AND INDEMNITY

B-2.1 **Warranty, Duty to Safeguard**. Licensee warrants and represents that Licensee will safeguard the Source Code to the Ultralight software. Licensee shall use best efforts to protect the secrecy of and avoid disclosure and unauthorized use of the Source Code to the Ultralight software. Prior to any disclosure of the Source Code to the Ultralight software to its employees, Licensee shall ensure that such employees who have access to the Source Code to the Ultralight software have signed a non-disclosure agreement in content similar to the provisions of this Agreement or are otherwise legally obligated not to disclose such information.

B-2.2 **Indemnification by Licensee**. Provided that Ultralight Inc provides prompt and reasonable notice to Licensee, then Licensee shall defend and indemnify Ultralight Inc from and against any and all Losses incurred by Ultralight Inc that arise out of: any breach of Licensee's obligations in Section B-2.1.