

## NON-COMMERCIAL SOFTWARE LICENSE AGREEMENT

This Non-Commercial Software License Agreement ("Agreement") is between SkipLabs, Inc., a c-corporation organized in New York with an address of 82 Nassau Street, #61076, New York, NY 10038 ("Company" or a "Party") and you, the entity or individual entering into this Agreement ("You" or "User" or a "Party" and collectively with Company, the "Parties"). The Company's software and documentation provided to User ("Software") are licensed and are not sold. This Agreement is part of a package that includes Company's Software, and covers Your permitted download, installation and use of the same. BY "DOWNLOADING" AND/OR "INSTALLING" THE SOFTWARE, YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE READ ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, UNDERSTAND THEM, AND AGREE TO BE LEGALLY BOUND BY THEM. If You do not agree with the terms of this Agreement, You may not download, install or use the Software.

**1. SCOPE.** This Agreement describes the licensing of the Software provided to User on a non-commercial (i.e., not intended for or directed towards any form of commercial advantage, commercial objective, or monetary compensation) basis. If User desires to use the Software on a commercial basis, You must separately purchase a commercial-use license from Company. Every recipient of the Software automatically receives an offer from Company to exercise the rights granted under the terms and conditions of this Agreement as a User, but You may not offer or impose any additional or different terms or conditions on the Software.

**2. LICENSE.** Subject to the other terms of this Agreement, Company grants User a perpetual, free-of-charge, non-exclusive, non-transferable, non-commercial license to: (a) use the Software only: (i) in an educational institution environment, (ii) in a personal capacity, or (iii) for non-commercial, evaluation purposes in User's internal business operations, subject to Section 3 (a) below; (b) make derivative works of the binary form of the Software, and to operate and distribute such derivative works, but only when combined with Company Software; and (c) make one copy of the Software for archival and backup purposes. Company reserves all rights not expressly granted.

### **3. RESTRICTIONS.**

(a) Prohibitions. User is specifically prohibited from: (a) transferring, assigning, sublicensing, or renting the Software or using it in any type of software service provider or outsourcing environment where the functionality of the Software is provided to a third party; (b) causing or permitting the reverse engineering, decompiling, disassembly, or translation of the Software to discover the source code or create a functional equivalent; or (c) valuating or using, or facilitating the evaluation or use, of the Software for the purpose of competing with Company.

(b) Conditions. If You provide any portion of the Software or related materials to the public by any means or process that requires permission under this Agreement, such as reproduction, public display, public performance, distribution, dissemination, communication, or importation, and to make any portion of the Software or related materials available to the public including in ways that members of the public may access the material from a place and at a time individually chosen by them ("Share"), You must, in such Shared material(s): (i) retain the following if it is supplied by Company with the Software: (A) identification of the creator(s) of the Software and any others designated to receive attribution, in any reasonable manner requested by Company (including by pseudonym if designated); (B) appropriate intellectual property ownership notices (e.g., copyright notice, etc.); (C) a notice that refers to this Agreement; (D) a notice that refers to the disclaimer of warranties; and (E) a URI or hyperlink to the Software to the extent reasonably practicable; (ii) indicate if You modified the Software and retain an indication of any previous modifications; and (iii) indicate the Software is licensed under this Agreement, and include the text of, or the URI or hyperlink to, this Agreement. For the avoidance of doubt, You do not have permission under this Agreement to Share and material that is derived from or based upon the Software and in which the Software is translated, altered, arranged, transformed, or otherwise modified in a manner requiring permission by Company ("Adapted Material"). You may satisfy the conditions in this Section 3(b) above in any reasonable manner based on the medium, means, and context in which You Share the Software. For example, it may be reasonable to satisfy the conditions by providing a URI or hyperlink to a resource that includes the required information. If requested by Licensor, You must remove any of the information required by Section 3(b)(i) to the extent reasonably practicable.

(c) No Endorsement. Nothing in this Agreement constitutes or may be construed as permission to assert or imply that You are, or that Your use of the Licensed Material is, connected with, or sponsored, endorsed, or granted official status by, Licensor or others designated to receive attribution as provided in this Section 3.

### **4. PROPRIETARY RIGHTS AND MUTUAL CONFIDENTIALITY.**

(a) Proprietary Rights.

(i) Intellectual Property. The Software, workflow processes, user interface, designs, know-how and other technologies provided by Company as part of the Software are the proprietary property of Company and its licensors (if applicable), and all right, title and interest in and to such items, including all associated intellectual property

rights, remain only with Company and its licensors (if applicable). The Software is protected by applicable copyright and other intellectual property laws. Moral rights, such as the right of integrity, are not licensed under this Agreement, nor are publicity, privacy, and/or other similar personality rights, nor are patent or trademark rights. User may not remove any product identification, copyright, trademark or other notice from the Software. Third party contractors of User may use or access the Software pursuant to the terms of this Agreement, but User will be liable for any breaches of this Agreement by such contractors.

(ii) Sui Generis Database Rights. For purposes of this Agreement, "Sui Generis Database Rights" means rights other than copyright resulting from Directive 96/9/EC of the European Parliament and of the Council of 11 March 1996 on the legal protection of databases, as amended and/or succeeded, as well as other essentially equivalent rights anywhere in the world. Where the right granted hereunder include Sui Generis Database Rights that apply to Your use of the Software: (A) for the avoidance of doubt, Section 2(a) above grants You the right to extract, reuse, reproduce, and Share all or a substantial portion of the contents of the database pursuant to this Agreement; (B) if You include all or a substantial portion of the database contents in a database in which You have Sui Generis Database Rights, then the database in which You have Sui Generis Database Rights (but not its individual contents) is considered Adapted Material; and (c) You must comply with the conditions in Section 3(b) if You Share all or a substantial portion of the contents of the database. For the avoidance of doubt, this Section 4(a)(ii) supplements and does not replace Your obligations under this Agreement with respect to Section 4(a)(i) above.

(b) Mutual Confidentiality. Any Party that receives Confidential Information (as hereinafter defined) ("Recipient") from the other Party ("Discloser") may not disclose such Confidential Information to any third party or use the Confidential Information in violation of this Agreement.

(i) Confidential Information. "Confidential Information" means all confidential, non-public, proprietary information that is disclosed to the Recipient by the Discloser and includes, among other things: (A) any and all information relating to products or services provided by a Discloser, software code, flow charts, techniques, specifications, development and marketing plans, strategies, and forecasts; (B) as to Company as Discloser, the Software and the terms of this Agreement.

(ii) Exclusions from Confidentiality. Confidential Information excludes information that: (A) was rightfully in Recipient's possession without any obligation of confidentiality before receipt from the Discloser; (B) is or becomes a matter of public knowledge through no fault of Recipient; (C) is rightfully received by Recipient from a third party without violation of a duty of confidentiality; or (D) is independently developed by or for Recipient without use or access to the Confidential Information. Recipient may disclose Confidential Information if required by law, but it will attempt to provide notice to the Discloser in advance so that Discloser may seek a protective order, and Recipient shall reasonably cooperate with Discloser in connection with the same. Each Party acknowledges that any misuse of the other Party's Confidential Information may cause irreparable harm for which there is no adequate remedy at law and as such, either Party may seek immediate injunctive relief in such event.

- 5. DISCLAIMER OF WARRANTIES.** THE SOFTWARE IS PROVIDED AS-IS AND AS-AVAILABLE, AND MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND CONCERNING THE SOFTWARE, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHER, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, ABSENCE OF LATENT OR OTHER DEFECTS, ACCURACY, OR THE PRESENCE OR ABSENCE OF ERRORS, WHETHER OR NOT KNOWN OR DISCOVERABLE. USER UNDERSTANDS THAT THE SOFTWARE MAY NOT BE ERROR FREE, AND USE MAY BE INTERRUPTED.
- 6. TERMINATION.** User may terminate this Agreement upon a material breach by Company, which breach is not cured within sixty (60) business days of notice from User specifying such breach with particularity. Company may terminate this Agreement immediately, for any or no reason, upon notice to User. Upon termination of this Agreement, User must discontinue using the Software, de-install and destroy or return the Software and all copies, within five (5) days of the date of termination. Upon Company's request, User will provide written certification of such compliance.
- 7. LIMITATION OF LIABILITY.** EXCEPT WHERE THIS EXCLUSION OR RESTRICTION OF LIABILITY WOULD BE VOID OR INEFFECTIVE UNDER APPLICABLE STATUTE OR REGULATION, IN NO EVENT SHALL COMPANY OR ITS LICENSORS BE LIABLE TO USER OR ANY THIRD PARTY FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS OR SAVINGS) WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY, EVEN IF COMPANY OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL COMPANY OR ITS LICENSORS' LIABILITY UNDER THIS AGREEMENT EXCEED THE AMOUNT PAID BY USER FOR THE SOFTWARE OR SERVICE GIVING RISE TO THE CLAIM. IN THE EVENT THAT NO AMOUNT WAS PAID, COMPANY SHALL HAVE NO LIABILITY FOR ANY DAMAGES WHATSOEVER.

**8. CONTROLLING LAW.** This Agreement and the legal relations among the Parties hereto shall be governed by and construed in accordance with the laws of the State of New York applicable to such agreements wholly made and to be performed within New York, notwithstanding any conflict of law provisions to the contrary.

**9. OTHER TERMS.**

(a) Entire Agreement. This Agreement contains the entire agreement and understanding relating to this subject matter and supersedes all prior or contemporaneous agreements, written or oral, between the Parties. Any terms or conditions appearing on any purchase order issued by User that add to or conflict with this Agreement will not be effective unless an authorized representative of Company specifically agrees to them in writing. This Agreement may not be modified except by written document signed by an authorized representative of each Party. The terms of this Agreement, including without limitation, the licensing and assignment provisions shall be binding upon User's heirs, successors in interest and assigns. The provisions of this Section shall survive the termination or expiration of this Agreement.

(b) Assignment, Transfer and Relocation. User may not relocate, sublicense, assign or otherwise transfer this Agreement, or the licenses, rights and duties under it, whether by operation of law or otherwise ("attempted transfer") without Company's prior written consent. Any attempted transfer without Company's prior written consent shall be void and of no force or effect.

(c) Independent Contractors. The Parties are independent contractors with respect to each other.

(d) Enforceability. If any term of this Agreement is invalid or unenforceable, the other terms remain in effect.

(e) Survival of Terms and Force Majeure. All terms that by their nature survive termination or expiration of this Agreement, will survive. Neither Party is liable for force majeure events.

(f) Audit. User shall keep all necessary accounting records for purposes of determining compliance with its obligations under this Agreement. Company or its representative shall have the right to audit, by prior appointment, during normal business hours and not more frequently than once per year, User's relevant records and accounts that may contain information regarding User's exercise of its rights and the performance of its obligations under this Agreement. Any information so revealed to Company shall be kept in confidence and used solely for the purpose of verifying User's compliance with this Agreement. The rights and obligations of this Section shall survive the expiration or termination of this Agreement.

(g) Export Compliance. Portions of the Software contain encryption technology. User must comply with all applicable export control laws of the United States, foreign jurisdictions and other applicable laws and regulations. Specifically, User covenants that it shall not, directly or indirectly, sell, export, re-export, transfer, divert, or otherwise dispose of any Software (including products derived from or based on such technology) to any other person, entity or destination prohibited by the laws or regulations of the United States, without obtaining prior authorization from the applicable government authority.

(h) Restricted Rights Notice. Software was developed entirely at private expense. All Software is commercial computer software within the meaning of the applicable acquisition regulations. Accordingly, pursuant to US FAR 48 CFR 12.212 and FAR 48 CFR 227.7202, use, duplication, and disclosure of the Software by or for the US Government or a US Government subcontractor is subject solely to the terms and conditions set forth in this Agreement, except for provisions which are contrary to applicable mandatory federal laws.