

License and Support Agreement

This License and Support Agreement (this "Agreement") is by and between AKI TECH Group, LLC., with a principal place of business at 1407 Las Entradas Dr, Spicewood, TX 78669 ("AKI TECH Group"), and ABC Corp ("Customer" or "you") and is effective March 13, 2018 ("Effective Date"). This Agreement consists of the Commercial Terms on this cover page, the attached Terms and Conditions, and, where applicable, an attached Statement of Work.

Commercial Terms

"Licensed Technology":	(i) eXtended Reality Display Controller IP (ii) Video Port configured to be: AXI4-Stream (iii) Gyro Sensor Port configured to I3C (iv) Peripheral Port configured to be: AXI4 Lite (collectively i-iii, "Licensed IP Core")
"Licensed Product":	ABC_ASIC_1
"License Fees":	\$53,000 payable on Effective Date
"Running Royalties":	0%
Support Services Rate:	1st year of Support Services is included in the license fee and starts on the Effective Date. Support services may be renewed on an annual basis, at an annual rate of: \$26,500
Professional Services:	None
Licensed Technology Delivery Method:	Verilog, System Verilog
Evaluation License:	No

AKI TECH Group, LLC

Name: Igor Komir

Title: President

ABC Corp

Name: John Doe

Title: VP of Engineering

Date: June 1, 2018

Terms and Conditions

1 Licensed Technology; Additional License Terms

- 1.1. *Licensed Technology:* The “Licensed Technology” licensed to Customer hereunder is comprised solely of (i) those listed under on the Commercial Terms to which these Terms and Conditions are attached; (ii) any user manuals, reference manuals, release, application and methodology notes, written utility programs, and other materials in any form provided by AKI TECH Group for use with a Licensed Technology (“Documentation”); and (iii) any improvements to or enhancements of the foregoing delivered hereunder (e.g., under Support Services).
- 1.2. *Additional License Terms:* Additional terms and conditions may apply to certain open source or third party components of the Licensed Technology, which terms will be provided to you and which you must affirmatively accept in order to exercise the licenses herein. If such additional terms and conditions conflict in any way with the terms and conditions stated here, the additional terms and conditions will prevail.

2 Express Limited Licenses

- 2.1. *Evaluation Licenses:* If AKI TECH Group grants you an evaluation license for Licensed Technology as stated on the Commercial Terms, you may use the Licensed Technology only for the purpose of evaluating it and deciding whether to purchase a full license under this Article 2. None of the warranty or indemnification provisions in the Agreement apply to evaluation licenses.
- 2.2. *License Rights:* Subject to the terms and conditions of this Agreement, including without limitation timely payment of all applicable fees, and your remaining in full compliance with this Agreement (e.g., Section 2.4), AKI TECH Group grants you a nonexclusive license, under AKI TECH Group’s Intellectual Property Rights in the Licensed Technology, solely to: (a) reproduce the Licensed IP Core for the sole purpose of embedding such Licensed IP Core, in unmodified form, into the applicable Licensed Product; (b) internally use, reproduce, perform, and display (but not modify) the applicable Licensed Tools solely to design, test, and verify the proper functioning of the Licensed IP Core as embedded into the applicable Licensed Product; and (c) manufacture (or have manufactured by a third party, as described in Section 2.3) the applicable Licensed Products incorporating the unmodified Licensed IP Core; provided that all Licensed Products must make appropriate reference to their use of AKI TECH Group Licensed Technology. Except as described in Section 2.3, such license is not sub-licensable; and you will allow only those of your employees or third party contractors who are on the design team responsible for the Licensed Product to access the Licensed Technology. You are responsible for the acts and omissions of your employees, agents, and permitted contractors and third-party manufacturers with respect to any use of the Licensed Technology or AKI TECH Group Confidential Information, including any breaches by any of them. When the above license or the Agreement expires or is terminated, you may no longer use the Licensed Technology.
- 2.3. *Third-Party Manufacturers:* You may have a third- party manufacturer make Licensee Products incorporating the Licensed IP Cores for you if: (i) the resulting Licensee Products must be made for sale or use only by you; (ii) you provide the Licensed IP Cores to the manufacturer solely as embedded into the GDS file for the complete Licensed Product, and only for the purpose of making the Licensee Products for you, and subject to confidentiality provisions that are at least as protective as those in this Agreement; and (iii) you do not give source code for any Licensee Technology to the manufacturer.
- 2.4. *Restrictions:* You may not (and may not allow anyone else to): (i) copy or use (or provide access to) any Licensed Technology in any manner that is not expressly allowed by this Article 2; (ii) decompile decrypt, or reverse engineer any Licensed Technology or any underlying algorithms, techniques, or ideas, or attempt to derive the source code for any Licensed Technology not delivered to you by AKI TECH Group in source code form; (iii) tamper with, or attempt to circumvent or disable, any license key or other technological restriction on the Licensed Technology; (iv) modify or create a derivative work of any part of the Licensed Technology; (v) make backup or archival copies of a Licensed Technology unless you reproduce all copyright, trademark, and other notices that appear on the original copy; or (vi) use the Licensed Technology to, directly or indirectly, evaluate, support or pursue any patent or utility rights claim against AKI TECH Group or any of its licensees.
- 2.5. *Assignment:* You may assign your license rights only: (i) pursuant to a Change of Control; and (ii) subject to the surviving or acquiring entity in the Change of Control agreeing in writing to be bound by all of the terms and conditions of this Agreement. “Change of Control” means a change in your ownership structure representing more than fifty percent (50%) of your equity ownership, or the sale of all or substantially all of your assets.

- 2.6. *Ownership of IP Rights:* AKI TECH Group and its licensors own all Intellectual Property Rights in the Licensed Technology, and all improvements to, derivative works of, or enhancements to the Licensed Technology, whether made by AKI TECH Group, by you, or by you and AKI TECH Group jointly, hereunder and under any Statement of Work, and you hereby assign any right you have or may acquire in any of the foregoing. "Intellectual Property Rights" means all patent rights, copyrights, trade secret rights, mask works, and trademark rights (including service marks and trade names), and any applications for these rights, in all countries. Your only rights in the Licensed Technology are the rights expressly granted in this Article 2; there are no implied licenses under this Agreement and all other rights are reserved by AKI TECH Group. AKI TECH Group's licensors are third-party beneficiaries of, and thus may enforce against you, the license restrictions and confidentiality obligations in this Agreement with respect to their respective Intellectual Property Rights and proprietary information. In addition, AKI TECH Group may freely use and disseminate any Feedback you provide. You agree not to claim that AKI TECH Group owes you any compensation for its use or dissemination of such Feedback. "Feedback" means any ideas or suggestions you voluntarily provide to AKI TECH Group (in any manner, whether in writing or orally or otherwise) regarding the Licensed Technology, including possible enhancements or improvements.

3 Professional Services; Delivery of Licensed Technology

- 3.1. *Professional Services:* If a Statement of Work is incorporated into this Agreement, AKI TECH Group will commence the professional services in such Statement of Work promptly after the Effective Date or, if an initial fee is required on the Effective Date, promptly after the receipt of such fee.
- 3.2. *Delivery:* Following receipt of all required license fees and completion or (if applicable) acceptance of the professional services under the Statement of Work, AKI TECH Group will deliver the Licensed Technology pursuant to the delivery method stated in the Commercial Terms.

4 Consideration and Payment

- 4.1. *Consideration:* The consideration for the products and services you may purchase under this Agreement are set forth in the Commercial Terms. You agree to pay such consideration according to the terms of this Agreement.
- 4.2. *Payments:* Unless otherwise set out in the Commercial Terms, payment of consideration will be due within 30 days after the date of AKI TECH Group's invoice. With respect to Support Services, payment is due in advance of the annual Support Services term. The initial Support Services term shall begin on the delivery of the Licensed Technology pursuant to Section 3.2 above, and AKI TECH Group may deliver its invoice for Support Services fees on or after such date. If you do not pay an amount by the scheduled due date, AKI TECH Group will have the right to withhold the delivery of Licensed Technology and/or terminate this Agreement. All payments are non-refundable. You may not offset any amounts you believe AKI TECH Group owes you against any payments you make to AKI TECH Group hereunder. You must make payments in U.S. dollars. If you do not pay an amount by the due date, you must also pay a late payment charge of 1.5% per month or the highest rate permitted by law, whichever is less.
- 4.3. *Royalty Reporting and Payment:* If royalties are due, then within 30 days after the end of each calendar quarter following the Effective Date, you will submit a royalty report to AKI TECH Group, on a form approved by AKI TECH Group, that accurately sets forth the number of units of each Licensee Product that you sold, distributed, or otherwise disposed of during that quarter, along with payment of all reported amounts. You are to submit a royalty report even during quarters where you report no sales, distributions, or disposals of Licensee Products. Note that you will continue to be obligated to make royalty reports and pay royalties until you permanently discontinue sales or distributions of the applicable Licensee Product. In the event of such a discontinuation, you will provide AKI TECH Group with a written certification that the Licensee Product has been discontinued, along with a final royalty report for the applicable Licensee Product. You shall keep full, clear, and accurate records regarding your use of the Licensed Technology, sales and other disposals of Licensee Products, and royalties due hereunder.
- 4.4. *Taxes:* You will be solely responsible for paying all taxes (including sales, use, consumption, withholding, and value-added taxes and similar taxes), other than AKI TECH Group's income taxes, that are imposed on or result from your purchase, license, or use of AKI TECH Group products and services. If AKI TECH Group is required by law to collect and remit any such taxes, AKI TECH Group may invoice you for such taxes and you agree to pay the invoiced amount to AKI TECH Group. If you are required by the respective jurisdiction where the Licensed Technology are used, or where services are provided, to withhold taxes from payments to AKI TECH Group, you may withhold from the total amount due to the respective AKI TECH Group distributing entity the minimum amount required (but no more). You may only withhold taxes related to a payment at the time of such payment.

You must then promptly pay that amount to the appropriate tax authority and provide AKI TECH Group with an official receipt for the payment within 60 days of your payment.

- 4.5. *Bankruptcy*: If you become the subject of any bankruptcy, dissolution, liquidation, or similar proceedings or make a general assignment for the benefit of your creditors, AKI TECH Group may apply any payments you have previously made to AKI TECH Group for products or services not yet delivered by AKI TECH Group against any amounts you owe AKI TECH Group at that time for products or services that have been delivered by AKI TECH Group (under this agreement or otherwise).

5 Support Services

- 5.1. *Support Services*: "Support Services" consist only of the following:
- (a) *Support*: AKI TECH Group will provide you with remote (online chat and email) access to AKI TECH Group support personnel between the hours of 9:00 AM and 5:00 PM Central time, excluding AKI TECH Group's scheduled holidays, with the scope and type of such support being subject to AKI TECH Group's standard support methodology. A valid corporate email address is required to access online support.
 - (b) *Updates*: AKI TECH Group will use commercially reasonable efforts to provide Error corrections to the Licensed Technology, as well as minor improvements to the Licensed Technology, as such corrections and improvements become generally available. Any other upgrades or enhancements to the Licensed Technology are not made available by AKI TECH Group as part of Support Services and may be subject to additional charges. "Error" means a reproducible defect in the Licensed Technology that causes it to deviate substantially from the functional specifications in the corresponding Documentation.
- 5.2. *Updates to Terms*: AKI TECH Group may update its Support Services terms on 60 days prior written notice, provided that these updates are applied generally to all Support Service customers.
- 5.3. *Conditions*: In order to receive Support Services for a Licensed Technology, you must: (i) have purchased Support Services for such Licensed Technology; (ii) appoint a qualified contact person trained in the use of such Licensed Technology to interface with AKI TECH Group regarding Support Services, and identify such person to AKI TECH Group in advance; (iii) provide AKI TECH Group with access to the information and system facilities reasonably necessary to provide the Support Services; (iv) follow the directions provided by AKI TECH Group to resolve technical problems; (v) follow the operating instructions and procedures for the Licensed Technology as specified in the Documentation or provided by AKI TECH Group; and (vi) notify AKI TECH Group of any Error using AKI TECH Group's current problem reporting procedure. AKI TECH Group will have no obligation to provide Support Services for any Licensed Technology that are damaged, modified (by anyone other than AKI TECH Group), incorporated into other software, or installed in any computing environment not supported by AKI TECH Group; or for any version of a Licensed Technology other than the latest and immediately preceding version; or for any problems caused by your negligence, abuse, misuse, or by any causes beyond AKI TECH Group's reasonable control.
- 5.4. *Reinstatement of Support Services*: If Support Services are terminated for any reason, or if you wish to renew Support Services more than thirty (30) days after Support Services have been terminated, you may be permitted to reinstate or renew Support Services, at AKI TECH Group's sole option, provided that (i) AKI TECH Group offers Support Services to its customers generally for the Licensed Technology in question, and (ii) you pay AKI TECH Group all applicable Support Services fees for the period during which you were off Support Services, and AKI TECH Group's then-current reinstatement fee plus payment for the new Support Services term.
- 5.5. *Limitation on Support Services*: For the avoidance of doubt, Support Services are provided only with respect to the integration of the Licensed IP Cores into the Licensed Product as contemplated under Article 2 hereof. Without limiting the preceding sentence, Support Services will not be provided with respect to (i) the Licensed IP Cores other than as described in the preceding sentence, (ii) any other product or service of AKI TECH Group, or (iii) any product or service of any third party.

6 Confidentiality

- 6.1. *Confidentiality Obligations*: Each party, with respect to the other party's Confidential Information: (a) will not disclose it to any third party unless (i) the other party has given its specific and express prior written approval, (ii) the disclosure is expressly allowed under this agreement, or (iii) the disclosure is necessary to comply with a valid court order or subpoena; (b) will not use it for any reason other than to exercise its rights and perform its obligation under this agreement; and (c) will protect it from unauthorized dissemination in the same manner as that party protects its own Confidential Information, and in any event with reasonable precautions (which include limiting access to employees and contractors on a "need to know" basis).

- 6.2. *Mandatory Disclosures:* If you believe you must disclose AKI TECH Group's Confidential Information in order to comply with a valid court order or subpoena, you must promptly notify AKI TECH Group and cooperate with AKI TECH Group if AKI TECH Group chooses to contest the disclosure requirement, seek confidential treatment of the information to be disclosed, or to limit the nature or scope of the information to be disclosed. AKI TECH Group will do the same if it believes it must disclose your Confidential Information in these circumstances.
- 6.3. *Additional Obligations:* In addition to your general obligations of confidentiality regarding the Licensed Technology, you must ensure that each user of the Licensed Technology who is your independent contractor (not your employee) has access to and uses the Licensed Technology and Documentation abides by the terms of this Agreement.
- 6.4. *Definition. "Confidential Information" of AKI TECH Group means (a) the Licensed Technology (in any form) and related Documentation; (b) all ideas and information (such as algorithms, design rules, and design techniques) contained or embodied in the Licensed Technology; (c) the prices, discounts, payment terms, and other information in this Agreement; (d) training materials including without limitation presentations, demonstrations, software and course handouts, and (e) any other confidential or proprietary information that AKI TECH Group provides to you in connection with this agreement. Your "Confidential Information" is any confidential or proprietary information in (i) written form that you provide to AKI TECH Group in order for AKI TECH Group to fulfill your orders and provide products and services to you under this agreement, and (ii) oral form that you provide to AKI TECH Group in order to receive Support Services; as long as you notify AKI TECH Group in writing at the time of disclosure that such information is to be treated as confidential under this agreement. However, Feedback is not your Confidential Information. Also, "Confidential Information" does not include any of the following: (i) information that has become generally available to the public, through no fault of the receiving party and that is not still regarded as a trade secret under laws governing information that was negligently or maliciously distributed; (ii) information that the receiving party had already obtained in a tangible form, through lawful means, before obtaining it under this agreement; (iii) information that the receiving party developed independently, without the use of any materials or information obtained from the other party in connection with this Agreement; (iv) information that the receiving party has lawfully obtained, in a tangible form, from a third party that had the right to provide it to the receiving party; or (v) information that the disclosing party releases for publication in writing.*
- 6.5. *Separate Non-Disclosure Agreements:* If we have signed a separate non-disclosure or similar confidentiality agreement with you ("Prior NDA"), this Article 6 supersedes and replaces the Prior NDA prospectively. Any disclosures prior to the Effective Date, however, will continue to be governed by the terms of the Prior NDA.

7 Term and Termination

- 7.1. *Term of Agreement:* The term of this Agreement will begin on the Effective Date and will continue in effect unless terminated sooner by either party as provided herein, or in the case of Support Services, if Support Services are not renewed.
- 7.2. *Rights to Terminate:* Each party has the right to terminate this Agreement, by giving written notice of termination to the other party, if (a) the other party breaches this Agreement and (b) either the breach cannot be cured or, if the breach can be cured, it is not cured by the breaching party within 15 days after receiving written notice of the breach from the non-breaching party.
- 7.3. *Consequences of Termination:* If and when either you or AKI TECH Group terminates this Agreement, all licenses in effect at that time will also terminate. When this Agreement expires or is terminated: (a) you must immediately cease all use of the Licensed Technology, promptly return to AKI TECH Group or destroy all copies of the Licensed Technology and Documentation in your possession or control, and certify in writing to AKI TECH Group that you have so complied; and (b) the provisions of Sections 2.4, 2.6, and 8.2, and Articles 4, 6, 9 and 10 will remain in effect.

8 Express Limited Warranty

- 8.1. *Warranty:* For a period of thirty (30) calendar days after (i) initial delivery of Licensed Technology hereunder or (ii) if applicable, after completion of work under the Statement of Work (the "warranty period"), AKI TECH Group warrants that the Licensed Technology will substantially conform to its corresponding Documentation. This warranty will be void if you, or anyone else other than AKI TECH Group, modifies or attempts to modify the Licensed Technology. To claim a breach of warranty, you must, during the warranty period, notify AKI TECH Group in writing of the nonconformity and provide AKI TECH Group with all the information you have, in written or electronic form, so that AKI TECH Group can attempt to reproduce, diagnose, and correct the nonconformity. Your exclusive remedy for any breach of this warranty is that AKI TECH Group will use commercially reasonable efforts to (at AKI TECH Group's option) correct the nonconformity you have reported or provide a replacement

product that does not contain these nonconformities, or if AKI TECH Group is unable to provide a correction or a replacement or determines that it will not be feasible to do so, AKI TECH Group will refund the License Fees you paid for that Licensed Technology.

- 8.2. **DISCLAIMER:** THIS IS THE ONLY WARRANTY AKI-GROUP PROVIDES FOR THE LICENSED TECHNOLOGY, ANY RELATED SERVICES, OR THIS AGREEMENT. EXCEPT FOR THIS WARRANTY, ALL LICENSED TECHNOLOGY AND SERVICES ARE PROVIDED "AS IS". AKI-GROUP DISCLAIMS ALL OTHER WARRANTIES (EXPRESS, IMPLIED, OR STATUTORY), INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON- INFRINGEMENT AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE. NO WARRANTY OF ANY KIND IS PROVIDED WITH RESPECT TO SUPPORT SERVICES OR OTHER PROFESSIONAL SERVICES (E.G., UNDER THE STATEMENT OF WORK).

9. Infringement Claims

- 9.1. **Indemnity:** AKI TECH Group will, at its own expense, defend (or at its option, settle) any claim asserted against you by a third party that any Licensed Technology you obtained from AKI TECH Group under this Agreement infringes any U.S. patent, copyright, trademark, or trade secret. AKI TECH Group will indemnify you for any damages you suffer and costs you reasonably incur that are directly attributable to any such claim and that are assessed against you in a final judgment or agreed upon by AKI TECH Group in a settlement.
- 9.2. **Conditions:** AKI TECH Group's obligations to defend and indemnify you with respect to a particular claim are subject to the following conditions: (a) you must promptly give AKI TECH Group written notice of the claim; (b) you must give AKI TECH Group sole control and authority over the defense and settlement of the claim; and (c) you must provide AKI TECH Group with all information you have regarding the claim and cooperate with AKI TECH Group when AKI TECH Group defends or attempts to settle the claim.
- 9.3. **Pro-Active Steps:** If any Licensed Technology is, or AKI TECH Group believes is likely to become, the subject of a claim for which AKI TECH Group would be obligated to defend and indemnify you, then AKI TECH Group may, at its option, do any of the following: (a) obtain for you (at no cost to you) the right for you to continue using the Licensed Technology as permitted by this agreement; (b) replace or modify the Licensed Technology to avoid the infringement problem, as long as there is no material loss of functionality; or (c) if AKI TECH Group reasonably concludes that it will not be feasible to do either of the above, terminate your license for the Licensed Technology and give you a prorated refund of the License Fees you paid for that license based on 3-year straight line depreciation.
- 9.4. **Exclusions:** AKI TECH Group will have no obligation to defend or indemnify you (notwithstanding the first paragraph of this Article 9) with respect to any claim that is based on or attributable to any of the following: (a) any modification made to the Licensed Technology by anyone other than AKI TECH Group; (b) the combination or use of the Licensed Technology with other products, processes, or materials not supplied by AKI TECH Group or specified in the Documentation as being necessary to use the Licensed Technology; (c) your continued engagement in infringing activities after you were notified of the infringement or after AKI TECH Group informed you of a modification or workaround that would have avoided the infringement; (d) your use of the Licensed Technology in a manner not permitted by Article 2 of this Agreement; or (e) direct or indirect compliance with your directions, instructions, specifications, or technical requirements (including any requirement that the Licensed Technology support or comply with industry or technical standards), if there are no known commercially-reasonable means of complying with such directions, instructions, specifications, or technical requirements free of a claim of infringement.
- 9.5. **No Other Obligations:** Except as expressly stated in this Article 9, AKI TECH Group has no obligation or liability to you for any actual or alleged infringement related to the Licensed Technology.

10 Other Terms

- 10.1. **Audit and Compliance:** AKI TECH Group may audit (using its own employees and those of an independent auditing firm that is subject to appropriate confidentiality obligations) your use of the Licensed Technology and Documentation to verify your compliance with this Agreement. You agree to give AKI TECH Group (or the auditing firm) reasonable access to your facilities and records for purposes of conducting these audits. AKI TECH Group will give you at least five days advance notice before conducting an audit. Audits will be conducted during normal business hours and no more than once per year, unless AKI TECH Group has a good-faith basis for believing that more frequent audits are warranted. AKI TECH Group will bear all the costs it incurs (including the fees and expenses of the auditing firm, if any) in conducting an audit, unless the audit reveals that you have failed to comply with this agreement in a material way, in which case you agree to reimburse AKI TECH Group for these costs.

- 10.2. *LIMITATION OF LIABILITY:* AKI-GROUP'S TOTAL, CUMULATIVE LIABILITY TO YOU, INCLUDING WITHOUT LIMITATION UNDER ARTICLE 9, IS LIMITED TO FIFTY PERCENT (50%) OF THE AMOUNT OF LICENSE FEES YOU PAID FOR THE RELEVANT LICENSED TECHNOLOGY (REGARDLESS OF THE NATURE OF THE LIABILITY OR THE NATURE OR NUMBER OF CLAIMS GIVING RISE TO THE LIABILITY). AKI-GROUP WILL NOT, UNDER ANY CIRCUMSTANCES OR ANY THEORY OF LIABILITY, BE LIABLE TO YOU FOR ANY LOST PROFITS, LOSS OF DATA, OR CONSEQUENTIAL, INCIDENTAL, OR SPECIAL DAMAGES ARISING FROM THIS AGREEMENT OR THE PRODUCTS AND SERVICES PROVIDED TO YOU UNDER THIS AGREEMENT, EVEN IF IT KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. HOWEVER, THIS DISCLAIMER OF AKI-GROUP'S LIABILITY FOR CONSEQUENTIAL DAMAGES DOES NOT LIMIT OR REDUCE AKI-GROUP'S OBLIGATIONS TO INDEMNIFY YOU UNDER SECTION 9 TO THE EXTENT THAT AWARDS OR SETTLEMENT PAYMENTS TO THE THIRD PARTY CLAIMANT WOULD OTHERWISE BE DEEMED TO BE CONSEQUENTIAL DAMAGES. THE LIMITATIONS OF LIABILITY IN THIS SECTION ARE A FUNDAMENTAL PART OF THIS AGREEMENT AND ARE INTENDED TO APPLY EVEN IF AN EXCLUSIVE REMEDY IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.
- 10.3. *Export Controls:* The Licensed Technology is subject to the export control laws and regulations of the United States. In addition, Licensed Technology may not be exported, re-exported, or transferred to any person or entity listed on the "Entity List", "Denied Persons List" or the list of "Specifically Designated Nationals and Blocked Persons" as such lists are maintained by the U.S. Government.
- 10.4. *Governing Law; Jurisdiction:* This Agreement is governed by the laws of the United States and the State of Texas, without regard to conflicts of laws principles. The federal and state courts located in Travis County, Texas have exclusive jurisdiction over any disputes arising from or relating to this agreement, and each party consents to such jurisdiction and venue.
- 10.5. *Notices:* Any notice, approval, consent, or other communication intended to have legal effect under this Agreement must be given to the other party in writing, must be sent by first-class, registered, or overnight mail or private overnight courier (to the address for the other party stated on the cover page, unless the other party has given notice of a new address), and will be deemed given upon receipt or when delivery is refused.
- 10.6. *Waivers:* Either party's failure to enforce any provision of this Agreement will not be deemed a waiver of the future enforcement of that provision or enforcement of any other provision. In order to be binding, a waiver must be in writing and signed by the party giving the waiver.
- 10.7. *Independent Contractors:* The parties are independent contractors. Neither party is the agent or partner of the other party, or has any power to act on behalf of the other party.
- 10.8. *Severability:* If any provision is found to be invalid or unenforceable as written, the remaining provisions will remain in full force and effect and the invalid or unenforceable provision is to be construed (and, if necessary, modified) so that it is valid and enforceable to the greatest extent possible.
- 10.9. *Attorneys' Fees:* The prevailing party in any action to enforce this agreement will be entitled to recover costs and expenses including reasonable attorneys' fees.
- 10.10. *Remedies:* Except where this Agreement expressly provides exclusive remedies, all rights and remedies of either party (including termination rights) are cumulative. You agree that monetary damages alone would not be an adequate remedy, and therefore AKI TECH Group will be entitled to injunctive relief if you materially breach the license restrictions or confidentiality provisions in this Agreement.
- 10.11. *Force Majeure:* Each party will be excused from performance of its obligations, except payment obligations, to the extent that performance is rendered impossible by earthquake, fire, flood, governmental action, labor disruptions, supplier failures, or any other event or circumstance beyond that party's reasonable control.
- 10.12. *Construction:* Section headings are for convenience only. The word "including" (and variations thereof) is not intended to be limiting. No rule of strict construction is to be used when interpreting this Agreement.
- 10.13. *Counterparts:* This Agreement may be signed in multiple counterparts, each of which will be deemed an original and which together will constitute one instrument.
- 10.14. *Logos and Marks:* The license grants in this Section 10.14 do not apply with respect to evaluation agreements of Licensed Technology. Subject to your entering into a commercial agreement with AKI TECH Group with respect to the Licensed Technology, you hereby grant AKI TECH Group a royalty-free and fully paid up, worldwide, right and license to display your logos and trademarks on AKI TECH Group's website to identify you as our customer, subject to our adherence to reasonable usage guidelines that you may provide. Subject to your entering into a commercial agreement with AKI TECH Group with respect to the Licensed Technology, AKI TECH Group hereby

grant you a royalty-free and fully paid up, worldwide, right and license to display our logos and trademarks, solely in connection with the use of the Licensed Technology in Licensed Products, and solely in conformance with such trademark usage guidelines as we may provide to you. You will allow us to review, in advance, samples of such licensed use of our logos and trademarks.

- 10.15. *Government Users:* If you are a branch or agency of the United States Government, or are acquiring any Licensed Technology on behalf of any branch or agency of the United States Government, then the following provision applies. The Licensed Technology is comprised of “commercial computer software” and “commercial computer software documentation”, as such terms are used in 48 C.F.R. 12.212, and are provided to the Government (i) for acquisition by or on behalf of civilian agencies, consistent with the policy set forth in 48 C.F.R. 12.212; or (ii) for acquisition by or on behalf of units of the Department of Defense, consistent with the policies set forth in 48 C.F.R. 227.7202-1 and 227.7202-3.
- 10.16. *Entire Agreement:* This Agreement and any applicable attachments collectively are the entire agreement between the parties concerning its subject matter, and supersede any prior or contemporaneous agreements, communications, or understandings (whether written or oral). However, any confidentiality or nondisclosure agreements that AKI TECH Group previously entered into with you will remain in effect (according to their terms) with respect to the confidential information disclosed thereunder.
- 10.17. *Amendments:* This Agreement may be amended only by means of a written instrument signed by authorized representatives of both parties that specifically refers to this Section.
- 10.18. *Non-Solicitation:* During the term of this Agreement, you will not solicit any of AKI TECH Group’s employees or contractors who, in the previous twelve (12) calendar months, directly provided services to you hereunder, whether as Support Services or otherwise, to terminate his/her employment or contractor relationship with AKI TECH Group. This obligation does not prohibit the placement of general advertisements for employment not particularly targeted at an individual described in the preceding sentence.