



This Software License Agreement ("Agreement") is entered into by and between Integrated Media Technologies, Inc. ("IMT") and the Licensee indicated on the applicable License Order with regard to IMT's proprietary SoDA Software ("Software" as further defined below) provided pursuant to this Agreement. For the avoidance of doubt, download or use of any Software by Licensee or its Affiliates or any of their employees will constitute Licensee's and Licensee's Affiliates' acceptance of these terms.

1. Definitions.

"Affiliate" means a separate corporation, company, or other legal entity that now or hereafter, directly or indirectly, controls, is controlled by, or is under common control of or with a party. The term "control" as used in this definition means (i) ownership of more than fifty percent of the outstanding shares, securities or other equity interests (representing the right to vote for the election of directors or other managing authority) of such corporation, company, or other entity or (ii) the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity. Such corporation, company or other entity shall be deemed to be an Affiliate only so long as such "control" exists.

"Effective Date" means the date stated on the applicable License Order from Licensee.

"Licensee" as used herein means the entity identified on the applicable License Order and its Affiliates, only so long as such Affiliate remains an Affiliate as defined above.

"License Order" means the fee schedule, quote or order document for the Software indicating the number and type of Software licenses ordered by Licensee.

"License Term" means the Software license period set forth in the applicable License Order.

"Software" means the SoDA software in object code form, and any associated media, any printed materials, and any "online" or electronic documentation provided to Licensee by IMT in whatever form or media.

2. License Grant. Subject to the terms hereof, including payment of all applicable fees, IMT grants to Licensee for the License Term a personal, non-transferable (except as otherwise set forth in this Agreement) and non-exclusive right and license to use the Software provided with this Agreement for the number of authorized users, usage limits and scope of use specified in the applicable License Order. Licensee agrees it will not use or copy the Software except as necessary for the internal business purposes of its and its Affiliates' personnel, only at Licensee's and its Affiliates' respective business locations. This license shall immediately terminate with respect to any Affiliate that no longer qualifies as an Affiliate of Licensee as defined above.
3. Restrictions on License Grant. The following restrictions shall govern Licensee's and its Affiliates' use of the Software: (a) Modifying, translating, renting, loaning, leasing, hosting, time sharing, copying, transferring or assigning all or part of the Software, or any rights granted hereunder, to any other persons or removing any proprietary notices, labels or marks from the Software is strictly prohibited except as otherwise set forth in this Agreement; (b) Licensee agrees that it will not attempt, and will use its commercially reasonable efforts to prevent its Affiliates, employees and contractors from attempting to reverse compile, modify, translate or disassemble the Software in whole or in part. Licensee hereby agrees not to create derivative works based on the Software; (c) Licensee will not publish or disclose to any third party any opinions relating to, or test results, benchmarking or comparative study involving the Software without the prior written consent of IMT; and (d) Licensee will not possess or use the Software, or allow the transfer, transmission, export, or re-export of the Software or portion thereof in violation of



any export control laws or regulations administered by the U.S. Commerce Department, U.S. Treasury Department's Office of Foreign Assets Control, or any other government agency. Any failure to comply with the above or any other terms and conditions contained herein where such failure continues beyond the applicable notice and cure periods may result in the termination of this license and the reversion of the rights granted hereunder to IMT. The license grant applies to the portions of the Software that do not fall under a third-party license. Those portions that do fall under a third-party license are identified, with their full licenses, in the Software documentation under "Help / About."

4. **Upgrades.** If the Software is an upgrade from an earlier release or previously released version, Licensee now may use the upgraded Software only in accordance with this Agreement. Any Software updates or upgrades provided to Licensee shall constitute Software and as such are subject to the terms and conditions of this Agreement.
5. **License Fees; Payment.** The applicable fees for the Software set forth in the License Order ("License Fees") are due and payable within thirty (30) days after the Effective Date or, if applicable, the date of any invoice issued after the Effective Date for additional licenses. All payments shall be made in the currency of, and within the borders of the United States. Any payment more than thirty (30) days overdue will bear a late payment fee of one percent (1%) per month, or, if lower, the maximum rate allowed by law. In addition, Licensee will pay all taxes, shipping, duties, withholdings, backup withholding and the like; when IMT has the legal obligation to pay or collect such taxes, the appropriate amount shall be invoiced to and paid by Licensee directly to IMT.
6. **Software Support.** Subject to payment of the applicable support fees set forth in the License Order ("Support Fees"), IMT will provide Software in accordance with its then current Software Support Terms identified in the License Order, which are deemed incorporated herein.
7. **Ownership and Title.** The Software is protected by copyright laws and international copyright treaties, as well as other intellectual property laws and treaties, and is licensed, not sold. Licensee acknowledges that no title to the intellectual property in the Software is transferred to Licensee. Licensee further acknowledges that title and full ownership rights to the Software will remain the exclusive property of IMT and/or its suppliers, and Licensee will not acquire any rights to the Software, except as expressly set forth above. All copies of the Software will contain the same proprietary notices as contained in or on the Software. All title and copyrights in and to the Software (including but not limited to any images, photographs, animations, video, audio, music, text and "applets," incorporated into the Software), the accompanying printed materials, and any copies of the Software, are owned by IMT or its suppliers. The Software is protected by U.S. and international copyright laws and treaties. Licensee may not copy the printed materials accompanying the Software except as necessary for use in accordance with the license grant.
8. **Limited Warranty and Disclaimer.** IMT warrants that the Software will perform substantially in accordance with the Software documentation and this Agreement, for a period of ninety (90) days from the date of delivery (the "Software Warranty Period"). During the Software Warranty Period, IMT will correct or revise any deficiencies in the Software without additional compensation, provided that Customer promptly reports any such deficiencies to IMT in writing during the Warranty Period, and includes sufficient information for IMT to reproduce such deficiencies. Any liability of IMT with respect to the Software or the performance thereof under any warranty, negligence, strict liability or other theory will be limited exclusively to product repair or replacement. IMT shall have no obligation under the warranty provisions in this Section 8 for any nonconformance caused by: (a) accident, neglect or misuse of the Software; (b) alteration, modification, or enhancement of the Software other than as authorized in writing by IMT; (c) failure to provide an installation environment recommended by IMT for the Software; (d) use of the Software other than in accordance with this Agreement or the applicable documentation or specifications; (e) use of the Software on any systems other than the specified hardware platform



recommended for such Software; (f) published or unpublished changes made by third parties to their published protocols or interfaces (e.g., communications protocols or interfaces) that cause interoperability or other issues that affect access to external third party services (whether or not directly targeted at the Software); or (g) Licensee's failure to incorporate any upgrade or other revision of the Software previously released by IMT at no additional charge, that corrects any nonconformance. Except as otherwise set forth herein, the Software is provided "AS IS" without warranty of any kind. IMT and its suppliers disclaim and make no other express or implied warranties and specifically disclaim the warranties of merchantability, fitness for a particular purpose and non-infringement of third-party rights. Except as otherwise set forth herein, the entire risk as to the quality and performance of the Software is with Licensee. Neither IMT nor its suppliers warrant results of use or that the functions contained in the Software will meet Licensee's requirements, or that the operation of the Software will be uninterrupted or error-free. IMT is not obligated to provide any updates or upgrades to the Software except that if updates or upgrades are developed by IMT and made available to its other customers and licensees, such updates and upgrades will be offered to Licensee at IMT's published prices.

9. **Limitation of Liability.** Except with respect to either party's indemnity and confidentiality obligations hereunder, (a) each party's entire liability and the other party's exclusive remedy under this Agreement shall not exceed the License Fees and Support Fees paid or owed for the Software; and (b) in no event shall Licensee, IMT or IMT's suppliers be liable to the other party for (i) any consequential, special, incidental or indirect damages of any kind arising out of this Agreement or the use or inability to use the Software; (ii) any cost of procurement of substitute goods, technology, services or rights; (iii) any interruption of use or loss or corruption of data; or (iv) any matter beyond its reasonable control; in each case, even if the party at fault has been advised of the possibility of such damages, or any claim by a third party.
10. **Indemnification By IMT.** IMT shall hold Licensee harmless from liability to third parties resulting from infringement by the Software of any United States patent issued sixty (60) days or more before delivery of such Software or any copyright or misappropriation of any trade secret, provided IMT is promptly notified of any and all threats, claims and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over defense and settlement; IMT will not be responsible for any settlement it does not approve. The foregoing obligations do not apply with respect to the Software or portions or components thereof (i) not created by IMT, (ii) made in whole or in part in accordance to Licensee specifications, (iii) that are modified after delivered by IMT, (iv) combined with other products, processes or materials where the alleged infringement relates to such combination, (v) where Licensee continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (vi) where Licensee's use of such Software is not strictly in accordance herewith. Licensee will indemnify IMT from all damages, costs, settlements, attorneys' fees and expenses related to (I) any claim of infringement or misappropriation excluded from IMT's indemnity obligation by the preceding sentence, or (II) any other claim in connection with the Software or the use or distribution thereof.
11. **Termination.**
 - a. **For Breach.** This Agreement and any license granted hereunder may be terminated immediately by either party for material breach by the other party of any of the provisions of this Agreement, and such breach has not been cured within thirty (30) days of written notice thereof. In the event that Licensee terminates this Agreement due to the default of IMT, IMT will refund the pro-rata portion of any prepaid Support Fee that is attributable to the time subsequent to the effective date of termination. In the case of integrated Software support included in the Licensee Fees, the Support Fee is considered to be 12.5% of the License Fees.
 - b. **Bankruptcy.** This Agreement may also be terminated by either party if the other party becomes insolvent, is adjudged bankrupt or becomes the subject of dissolution, liquidation or bankruptcy



proceedings whether voluntarily or involuntarily (which proceedings are not dismissed within sixty (60) days), is subject to the appointment of a receiver or examiner, applies for judicial or extra-judicial settlement with its creditors, makes an assignment for the benefit of creditors, or otherwise discontinues business.

- c. **Effect of Expiration or Termination.** Upon any expiration or termination of this Agreement, or any expiration or termination of the license with respect to a former Affiliate as provided in Section 14 below, Licensee (or such Affiliate) shall immediately cease all use of all affected Software and return or destroy all copies of all affected Software and all portions thereof and so certify to IMT. Except as otherwise expressly provided herein, the terms hereof (including the terms of Sections 3, 5, 7, 8, 9, 10, 11, 12, 14, 15 and 16) shall survive any termination. Termination is not an exclusive remedy and all other remedies will be available whether or not termination occurs.
12. **Confidentiality.** “Confidential Information” is defined as any information disclosed by either party and/or its Affiliates (the “Disclosing Party”) to the other party (the “Receiving Party”) relating to, without limitation, the Disclosing Party’s business, products, services, activities, suppliers, customers, technology, operations, strategies, programs, systems, inventions, product formulations, programs, databases, forecasts, pricing, marketing, sales, financial information, drawings, prototypes, test data, the terms and subject matter of this Agreement and confidential and proprietary information the Disclosing Party receives from third parties. Confidential Information includes, without limitation, written documentation, oral disclosures, disclosures made in graphic, photographic, electronic, computerized or other form, and disclosures made by visual observation. Confidential Information shall not include any information that: (a) is already known to the Receiving Party at the time of disclosure; (b) is generally available to the public or becomes publicly known through no breach of this Agreement by the Receiving Party; or (c) is received by the Receiving Party from a third party who was not under an obligation of confidentiality with the Disclosing Party.
 13. The Receiving Party shall (a) use the Disclosing Party’s Confidential Information solely for the purpose of performing this Agreement and (b) not distribute, disseminate, convey, publish or disclose, directly or indirectly, in any form or through any medium, such Confidential Information without the Disclosing Party’s prior written consent to any person or entity other than to those of its and its Affiliates’ respective employees, agents and advisors who: (i) have a need to know such Confidential Information in connection with the performance of this Agreement and (ii) have been informed by the Receiving Party of the confidential nature of such information and the obligations of the Receiving Party under this Agreement (collectively, “Permitted Recipients”). All Permitted Recipients shall agree to be bound by confidentiality and non-disclosure obligations with respect to the Confidential Information which are at least as restrictive as those set forth in this Agreement, and the Receiving Party will take reasonable steps to require its Permitted Recipients to perform such obligations. The Receiving Party shall be responsible for any breach of this Agreement by its Permitted Recipients. The Receiving Party agrees and acknowledges that the Confidential Information is the property of the Disclosing Party.
 14. Upon expiration or earlier termination of this Agreement and upon written request of the Disclosing Party, the Receiving Party will: (i) return to the Disclosing Party all Confidential Information (including copies) provided by the Disclosing Party under this Agreement; (ii) destroy all summaries, abstracts and the like prepared by IMT that incorporate the Disclosing Party’s Confidential Information and (iii) certify to the destruction of the same; provided, however, that IMT may retain one complete copy of the Confidential Information in its legal archives for the purpose of determining its obligations under this Agreement and for legal and regulatory purposes, provided that the Confidential Information is kept confidential.
 15. If the Receiving Party becomes legally compelled, by applicable laws or by legal, administrative or regulatory process, to disclose Confidential Information, the Receiving Party shall provide prompt written



notice to the Disclosing Party and the parties shall cooperate so that a protective order or other appropriate remedy may be sought, unless the Disclosing Party authorizes the Receiving Party in writing to disclose such Confidential Information. In the event that such protective order or other remedy is not obtained, or the Disclosing Party waives compliance with the provisions of this Agreement, the Receiving Party shall furnish only that portion of the Confidential Information that it is required to disclose, based on the opinion of counsel, and shall take all reasonable efforts to obtain a protective order or other reasonable assurance that confidential treatment will be accorded to such Confidential Information.

16. **Publicity.** IMT may use Licensee's name and logo in client listings. IMT may issue a press release announcing the relationship contemplated hereby, subject to Licensee's prior written approval which shall not be unreasonably withheld or delayed.
17. **Assignment.** Neither this Agreement nor the licenses granted hereunder are assignable or transferable (and any attempt to do so shall be void); provided that either party signing below may assign and transfer the foregoing to an Affiliate or to a successor to substantially all of such party's business or
18. **Assets;** provided that in the case of such assignment by Licensee, if the authorized copies or users are not limited, the assignee is not licensed to expand use beyond Licensee's bona fide pre-assignment use plus reasonably expected growth assuming the assignment and related transactions had not occurred; and provided further, that the licenses granted hereunder are not assignable or transferable by Licensee to a former Affiliate that Licensee no longer directly or indirectly controls, is controlled by, or is under common control of or with (as "control" is used in the definition of Affiliate above), or to any third party taking control of such former Affiliate, and the license grant shall immediately expire and terminate with respect to such former Affiliate.
19. **Governing Law; Dispute Resolution.** This Agreement shall be deemed to have been made in, and shall be construed pursuant to the laws of the State of California and the United States without regard to conflicts of laws provisions thereof, and without regard to the United Nations Convention on the International Sale of Goods or the Uniform Computer Information Transactions Act. Unless otherwise elected by IMT in writing for a particular instance, the sole jurisdiction and venue for actions related to the subject matter hereof shall be the state and U.S. federal courts located in Los Angeles County, California, and both parties consent to the jurisdiction of such courts. The substantially prevailing party in any action to enforce this Agreement will be entitled to recover its attorney's fees and costs in connection with such action. Notwithstanding the foregoing, where a dispute arises out of or in connection with this Agreement, the parties shall first attempt to settle any claim or controversy through consultation and negotiation exercising commercially reasonable efforts and in the spirit of mutual cooperation.
20. **General.** The provisions hereof are for the benefit of the parties and Licensee's Affiliates only and not for any other person or entity. Any notice, report, approval, authorization, agreement or consent required or permitted hereunder shall be in writing; notices shall be sent to the address the applicable party has or may provide by written notice or, if there is no such address, the most recent address the party giving notice can locate using reasonable efforts. Notices shall be deemed given when received by the addressee. No failure or delay in exercising any right hereunder will operate as a waiver thereof, nor will any partial exercise of any right or power hereunder preclude further exercise. If any provision shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that this arrangement shall otherwise remain in full force and effect and enforceable. This Agreement and any License Order to which it is attached or referenced is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter hereof and any waivers or amendments shall be effective only if made in writing; however, any pre-printed or standard terms of any purchase order, confirmation, or similar form, even if signed by the parties after the effectiveness hereof, shall have no force or effect.