

PRIMATE LABS

SOFTWARE LICENSE AGREEMENT

BY INDICATING YOUR ASSENT TO ENTER THIS SOFTWARE LICENSE AGREEMENT (THE “AGREEMENT”), YOU SUBMIT TO PRIMATE LABS INC., A CANADIAN CORPORATION (“PRIMATE LABS”), AN OFFER AS OF THE DATE HEREOF (THE “EFFECTIVE DATE”) TO OBTAIN THE RIGHT TO ACCESS AND USE THE PRODUCTS OR SERVICES DESCRIBED BELOW UNDER THE PROVISIONS OF THIS AGREEMENT AND HEREBY AGREE THAT YOU HAVE THE REQUISITE AUTHORITY, POWER AND RIGHT TO FULLY BIND THE PERSON AND/OR ENTITIE(S) (COLLECTIVELY, THE “LICENSEE”) WISHING TO ACCESS AND USE SUCH PRODUCTS AND SERVICES LISTED ON EACH APPLICABLE ORDERING DOCUMENT (AS DEFINED BELOW). THE TERMS OF EACH ORDERING DOCUMENT WILL SET FORTH THE SPECIFIC TERMS OF THE ORDER BUT ALL APPLICABLE TERMS AND CONDITIONS BELOW SHALL APPLY.

IF YOU DO NOT HAVE THE AUTHORITY TO BIND LICENSEE OR YOU OR LICENSEE DO NOT AGREE TO ANY OF THE TERMS BELOW, PRIMATE LABS IS UNWILLING TO PROVIDE THE PRODUCTS OR SERVICES TO LICENSEE, AND YOU SHOULD DISCONTINUE THE ORDER AND/OR REGISTRATION PROCESS.

1. Ordering. Pursuant to this Agreement, Licensee may order from Primate Labs or one of its third party distribution partners (each, a “Partner”) (a) licenses to certain Primate Labs software, including applicable Updates (as defined in Section 10 below) (“Software”); and/or (b) related maintenance and support (“Maintenance and Support”). The specifics of each Licensee order will be set forth on one or more written or electronic quotations, order form(s) and/or other ordering documents provided by Primate Labs or a Partner (each, an “Ordering Document”) that reference this Agreement and is agreed upon by both Licensee and either Primate Labs or a Partner, as applicable; provided that each applicable Ordering Document shall specify whether applicable licenses are “Site Licenses” or “Source Licenses.” All Ordering Documents are incorporated herein by reference.

2. License Grant and Restrictions.

2.1. License. Subject to the terms of this Agreement, Primate Labs grants to Licensee a limited, perpetual, non-exclusive, non-transferable license, without sublicense rights, to (i) install and use the Software set forth in applicable Ordering Documents (in object code format for Site Licenses and in object and source code format for Source Licenses); and (ii) for Source Licenses only, create modifications and/or derivative works of such Software (each a “Licensee Modification”) solely for internal testing and evaluation purposes (i.e., to generate benchmark results “Benchmarks”). Licensee Modifications are made at Licensee’s own risk and Primate Labs takes no responsibility for and neither makes nor gives any guarantees, conditions or warranties with respect to any Licensee Modifications or the Software’s interoperability with such Licensee Modifications. Licensee owns the Licensee Modifications. Licensee agrees that neither it nor any of its affiliates shall commence any action or claim against Primate Labs or its licensees or customers (direct or indirect) or any of their respective successors based upon such party’s use of software or other

intellectual property that is similar to any of the Licensee Modifications but was independently developed without access to or benefit of the Licensee Modifications. The foregoing covenant shall survive any termination of this Agreement. Licensee also acknowledges and agrees that, to the extent the Software is configured by Licensee to allow it, (x) such Benchmarks shall be automatically collected and sent to Primate Labs' website(s) in accordance with the Software's functionality and documentation; and (y) Primate Labs may use, publish and/or distribute such Benchmarks for its business purposes; provided that Primate Labs will not identify Licensee as the source of such Benchmarks, but may identify the make and model of applicable devices.

- 2.2. Restrictions: Licensee shall not undertake the following activities without the express written consent of Primate Labs (except to the extent that Licensee is permitted to do so under applicable law in circumstances where such applicable law does not permit Primate Labs to prevent Licensee from doing so): (a) distribute, lend, rent, sell, transfer or grant sublicenses to, or otherwise make available the Software (or any portion thereof) or Benchmarks to third parties; (b) embed or incorporate in any manner Software (or any element thereof) into other applications of Licensee or third parties; (c) create modifications to or derivative works of Software other than Licensee Modifications (if authorized); (d) use or otherwise export or re-export the Software except as authorized by applicable laws; (e) permit the Software to be used by any person embargoed or subject to export restrictions that would limit their use as required by applicable laws; or (f) in any way access, use, or copy any portion of the Software code (including the logic and/or architecture thereof and any trade secrets included therein) to directly or indirectly develop, promote, distribute, sell or support any product or service that is competitive with the Software.
- 2.3. Government Use: This paragraph applies if Licensee is using the Software on behalf of a government entity or public body. The Software and all related documentation are commercial items under applicable law, including pursuant to 48 C.F.R. §2.101 and other applicable laws relating to government end use. Licensee may only use the Software in connection with a government entity or public body under a paid, commercial license, and by ordering such license Licensee confirms that such entity or body accepts the terms of this Agreement. All access to and use of the Software by or for any government, including the United States or Canadian government, is subject to restricted rights expressly contained in this Agreement. Without limiting this Agreement at all, the Software may not be used, reproduced or disclosed by any government entity user except with Primate Labs' prior written consent. Any other rights or limitations regarding the use, duplication or disclosure of the Software that are not expressly contained in this Agreement must be stated in a separately written contract even if provided for under applicable law, and all rights not expressly granted pursuant to this Agreement are expressly reserved by Primate Labs.
3. **Publicity Rights**. Licensee hereby agrees that Primate Labs may list Licensee as a customer who uses the Software on the Primate Labs website and in other materials promoting the Software. Primate Labs will remove Licensee's name from any such list within thirty (30) days of receipt of Licensee's reasonable written request to do so, or upon notification that Licensee has discontinued Licensee's use of the Software.

4. Proprietary Rights. Primate Labs will retain all right, title and interest in and to the Software and Updates thereto, including any and all other intellectual property and other proprietary rights to the foregoing.

5. Representations and Warranties.

5.1. Mutual. Each party represents and warrants to the other that on the date hereof it: (a) has all necessary corporate power and authority to enter into and deliver this Agreement and to perform its obligations hereunder; (b) all action on the part of each party necessary for the authorization, entering into and delivery of this Agreement and the performance of all obligations of that party hereunder have been taken or will be taken prior to the signing of this Agreement; and (c) each party will comply with all applicable laws in connection with its performance of obligations and exercise of rights under this Agreement.

5.2. Disclaimer. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH ABOVE, THE SOFTWARE, IS PROVIDED “AS IS” AND PRIMATE LABS HEREBY DISCLAIMS ALL WARRANTIES, IMPLIED OR EXPRESS, INCLUDING THE IMPLIED WARRANTIES OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS, NON-INFRINGEMENT, TITLE, ACCURACY, AND COURSE OF DEALING. ADDITIONALLY, LICENSEE ACKNOWLEDGES THAT THE SOFTWARE CONTAINS CERTAIN FREEWARE AND OPEN SOURCE COMPONENTS WHICH ARE GENERALLY AVAILABLE UNDER THE TERMS OF APPLICABLE OPEN SOURCE LICENSES AND PRIMATE LABS ASSUMES NO RESPONSIBILITY OR LIABILITY OF ANY KIND WITH RESPECT SUCH COMPONENTS.

6. Indemnification. Primate Labs will defend or settle, at its own expense, any claim or suit against Licensee alleging that the Software infringes any U.S. copyright or misappropriates any U.S. trade secret. Primate Labs will also pay all damages and costs that by final judgment may be assessed against Licensee due to such infringement or misappropriation. Primate Labs’ obligation as set forth in the foregoing paragraph is expressly conditioned upon the following: (1) that Primate Labs shall be notified promptly in writing by Licensee of any claim or suit; (2) that Primate Labs shall have sole control of the defense or settlement of any claim or suit; (3) that Licensee shall cooperate with Primate Labs in a reasonable way to facilitate the settlement or defense of any claim or suit; and (4) that the claim or suit does not arise from any combinations of Licensed Software with non-Primate Labs programming or devices. Primate Labs’ indemnification obligations shall not apply to the extent that any claim or liability results from any Licensee Modification. This Section 6 states Licensor’s entire liability and Licensee’s sole and exclusive remedy for infringement claims and actions.

7. Limitation on Liability. EXCEPT FOR LIABILITY UNDER SECTION 6 ABOVE, IN NO EVENT SHALL PRIMATE LABS, A PARTNER OR ITS SUPPLIERS BE LIABLE TO LICENSEE, USERS OR TO ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, CONSEQUENTIAL OR SPECIAL DAMAGES (INCLUDING BUT NOT LIMITED TO DAMAGES TO BUSINESS REPUTATION, LOST BUSINESS OR LOST PROFITS), WHETHER FORESEEABLE OR NOT AND HOWEVER CAUSED, EVEN IF PRIMATE LABS OR A PARTNER IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE TOTAL LIABILITY OF PRIMATE LABS, A PARTNER OR ITS SUPPLIERS TO LICENSEE OR ANY THIRD PARTY EXCEED THE FEES PAID BY LICENSEE HEREUNDER.

8. Maintenance and Support Services; Feedback. Upon payment by Licensee to Primate Labs of maintenance and support services fees for each Software licensed hereunder as such fees are set forth on the Ordering Document, Primate Labs will begin providing the maintenance and support at the level specified in the Ordering Document (“Maintenance and Support”) for the annual period specified in the Ordering Document. Licensee must remain current on Maintenance and Support to have continued access to technical support and any updates, upgrades, fixes, enhancements or other modifications that Primate Labs may generally make available for the Software (each an “Update”). If Licensee provides Primate Labs with any comments, ideas, suggestions, or impressions of the Software, or other Primate Labs products and services (collectively, the “Feedback”), Primate Labs has all right, title, and interests necessary to commercially exploit (or not) the Feedback and may do so in its sole discretion. Licensee hereby grant Primate Labs a royalty-free and fully paid-up, non-exclusive, worldwide, irrevocable and perpetual license to use the Feedback for any purpose, including commercial exploitation, regardless of whether or not Primate Labs actively solicited the Feedback.

9. Confidentiality.

9.1. General. Each party acknowledges that it may have access to certain confidential information of the other party concerning the other party’s business, plans, customers, technology, products and services (“Confidential Information”). Confidential Information will include, but not be limited to, each party’s proprietary software, technology and trade secrets and customer information, to the extent identified as confidential or proprietary, and the terms and conditions of this Agreement. Each party agrees that it will not use in any way, for its own account or the account of any third party, nor disclose to any third party (except as required by law or to the disclosing party’s attorneys, accountants and other advisors as reasonably necessary and subject to the confidentiality provisions hereof), any of the other party’s Confidential Information and will take reasonable precautions to protect the confidentiality of Confidential Information.

9.2. Exclusion. Information will not be deemed Confidential Information hereunder if such information: (i) is rightfully known to the receiving party prior to receipt from the disclosing party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party; (ii) becomes known (independently of disclosure by the disclosing party) to the receiving party directly or indirectly from a source other than one having an obligation of confidentiality of the disclosing party; (iii) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the receiving party; or (iv) is independently developed by the receiving party.

10. Term and Termination.

10.1 Term. This Agreement will remain in effect until terminated. Maintenance and Support is provided on an annual basis for the Software to which it pertains.

10.2 Termination. Either party may terminate this Agreement thirty (30) days (ten (10) days in the event of non-payment) after giving written notice to the other party if the other party materially breaches any term of this Agreement and fails to cure such breach within such period after receiving written notice describing the breach from the non-breaching party.

10.3 Effect. Upon any termination of this Agreement, without prejudice to any other rights or remedies which the parties may have, (a) all rights licensed and obligations required hereunder shall immediately cease (including Licensee's and Users' right to access and use the Software); provided that Sections 2.2, 4, 5, 6, 7, 9, 10.3, 11 and 12 shall survive termination, (b) Licensee will promptly delete and destroy all instances of the Software in its possession or control (if any), and (c) Licensee shall promptly pay to Primate Labs any outstanding fees that have accrued prior to the date of termination.

11. Fees and Payment. Subject to the terms and conditions below, all fees for the Software licenses, and/or Maintenance and Support will be set forth on the applicable Ordering Document. Unless otherwise agreed to in writing by the parties, Licensee will pay all undisputed fees owed within thirty (30) days after Primate Labs' issuance of an invoice pertaining thereto. Payments will be sent to the address included on the invoice. All amounts payable shall be in the currency of the United States and specifically exclude (and Licensee is responsible for) any and all applicable sales, use and other taxes, (other than taxes based on Primate Labs' income). Each party is responsible for its own expenses under this Agreement. Any amounts due under the Agreement which are not paid by the applicable due date shall be subject to a late payment charge of 1-1/2% and shall thereafter bear interest at a rate of 18% per annum until paid.

12. Miscellaneous. The parties are independent contractors with respect to each other. Each party will be excused from any delay or failure in performance hereunder, other than the payment of money, caused by reason of any occurrence or contingency beyond its reasonable control. The obligations and rights of the party so excused will be extended on a day-to-day basis for the period of time equal to that of the underlying cause of the delay. Neither party will assign, transfer or delegate its rights or obligations under this Agreement (in whole or in part) without the other party's prior written consent except pursuant to a transfer of all or substantially all of such party's business and assets, whether by merger, sale of assets, sale of stock, or otherwise. Any attempted assignment, transfer or delegation in violation of the foregoing shall be null and void. All modifications to or waivers of any terms of this Agreement must be in a writing that is signed by the parties hereto and expressly references this Agreement. This Agreement shall be governed by the laws of the New York, U.S.A., excluding its conflicts of law principles. The exclusive venue and jurisdiction for any and all disputes, claims and controversies arising from or relating to this Agreement shall be the courts located in New York, New York, U.S.A. Each party waives any objection (on the grounds of lack of jurisdiction, forum non conveniens or otherwise) to the exercise of such jurisdiction over it by any such courts. The United Nations Convention on Contracts for the International Sale of Goods will not apply to the interpretation or enforcement of this Agreement. A person who is not a party to this agreement shall not have any rights under or in connection with it, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise. In the event that any provision of this Agreement conflicts with governing law or if any provision is held to be null, void or otherwise ineffective or invalid by a court of competent jurisdiction, (a) such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law, and (b) the remaining terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing. This

Agreement includes any applicable Ordering Documents. Collectively the foregoing constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements or communications. The terms on any purchase order or similar document submitted by Licensee to Primate Labs will have no effect and are hereby rejected. All notices, consents and approvals under this Agreement must be delivered in writing by courier, by facsimile, or by certified or registered mail, (postage prepaid and return receipt requested) to the other party at its main corporate headquarters and sent to the attention of such party's Chief Executive Officer.

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