

LICENSE AGREEMENT (the "Agreement") dated as of the date the user first accesses, uses, installs or downloads any of OSS' Programs (as hereinafter defined) (the "Effective Date") between OSS Nokalva, Inc., having an office at 300 Atrium Drive, Suite 402, Somerset, New Jersey 08873 ("OSS") and the user that accesses, installs, downloads or uses any of the Programs ("Customer" or "you").

THIS IS A BINDING CONTRACT. OSS PROVIDES THE PROGRAMS SOLELY ON THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT AND ON THE CONDITION THAT YOU ACCEPT AND COMPLY WITH THEM. BY ACCESSING, DOWNLOADING OR OTHERWISE USING THE PROGRAM YOU (A) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS; AND (B) REPRESENT AND WARRANT THAT: (I) YOU ARE 18 YEARS OF AGE OR OLDER; AND (II) IF CUSTOMER IS A CORPORATION, GOVERNMENTAL ORGANIZATION OR OTHER LEGAL ENTITY, YOU HAVE THE RIGHT, POWER AND AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF CUSTOMER AND BIND CUSTOMER TO ITS TERMS. IF CUSTOMER DOES NOT AGREE TO THE TERMS OF THIS AGREEMENT, OSS WILL NOT AND DOES NOT LICENSE THE PROGRAMS TO CUSTOMER AND CUSTOMER MUST NOT ACCESS, DOWNLOAD, INSTALL OR USE ANY OF THE PROGRAMS AND, IF CUSTOMER, HAS DOWNLOADED OR INSTALLED ANY OF THE PROGRAMS, CUSTOMER MUST IMMEDIATELY DELETE ALL COPIES OF THE PROGRAMS FROM ITS SYSTEMS AND DESTROY ALL COPIES IN CUSTOMER'S POSSESSION.

In consideration of the obligations and promises contained herein and intending to be legally bound, the parties agree as follows:

1. DEFINITIONS

- 1.1 "Programs" means the content, software, information, tools and programs provided or made available by OSS on Nuget.org, and if the Customer has received a DKey (including the Dcodec software) from OSS, also the DKey, and all updates, revisions and modification to the DKey and such software provided to Customer.
- 1.2 "Dcodec" means OSS' Dcodec software that is available on Nuget.org.
- 1.3 "Documentation" means any and all of the documentation provided or made available by OSS on Nuget.org with respect to the Programs.
- 1.4 "Proprietary Information" means the Programs, all documentation with respect to the Programs and other proprietary information with respect to or included in any of the foregoing.

2. LICENSE

- 2.1 License. Subject to the terms and conditions of the Agreement, OSS hereby grants to Customer a limited, non-transferrable, non-exclusive, revocable and non-sublicensable license solely to use the Programs internally and for the benefit of Customer. Customer has the right to use the Programs (i) for internal uses and the development of products that are only used internally by the Customer and (ii) to develop Customer's products to be provided to third parties, provided that each such product has substantial functionality and a primary and substantial purpose that is in addition to and significantly different than the functionality and purpose of the Programs.[]
- 2.2 Additional Limitations. Customer shall not decompile, disassemble or otherwise reverse engineer the Programs. In no event shall Customer use the Programs to provide services to a third party or to provide outsourcing services or software as a service to a third party.
- 2.3 Restricted Rights. Customer agrees that if Customer is the Department of Defense or other unit or agency of the U.S. Government subject to the DFARs (the "DOD"), the Programs are classified as

“Commercial Computer Programs” and the Documentation with respect to the are classified as “Commercial Programs Documentation” and pursuant to DFARs Section 227.7202 the U.S. Government is acquiring the Programs, and the Documentation in accordance with the terms of this Agreement. If Customer is any unit or agency of the U.S. Government other than the DOD, the Programs are classified as “Commercial Computer Programs” and the Documentation is classified as “Commercial Items” and pursuant to FAR Section 12.212, the U.S. Government is acquiring a license to use the Programs, and the Documentation in accordance with the terms of this Agreement.

- 2.4 No Support Services. “Customer agrees that OSS has no obligations to provide technical support with respect to the Programs, including, without limitation, upgrades, enhancements, defect corrections, unless Customer and OSS expressly enter into an agreement with OSS for such services.

3. OWNERSHIP AND CONFIDENTIALITY

- 3.1 Ownership. Customer acknowledges that all right, title, and interest in and to the Programs, the Proprietary Information and all intellectual property rights with respect thereto are and at all times shall remain with OSS. Customer acknowledges that no right, title, or interest in or to the Programs or the Proprietary Information and all intellectual property rights with respect thereto are granted under this Agreement, and no such assertion shall be made by Customer. Customer acknowledges that the Programs and the Proprietary Information are and shall remain the sole property of and proprietary to OSS. To the extent that Customer is deemed to have any ownership rights in the Programs or the Proprietary Information or any modifications or derivatives of or to the Programs or the Proprietary Information, Customer hereby assigns all of such rights to OSS. Nothing in this Agreement shall alter these rights and no title to or ownership of the Programs, the Proprietary Information or any intellectual property rights with respect thereto are transferred to Customer. No rights are granted to Customer other than the limited license rights expressly set forth herein. Customer is granted only a limited right of use of the Programs and the Proprietary Information, which right of use is not coupled with an interest and is revocable at any time by OSS.

- 3.2 Maintaining Confidentiality. Customer acknowledges and agrees that the Programs and the Proprietary Information are the confidential information of OSS. Customer will maintain the confidentiality of the Programs and the Proprietary Information using at least the same procedures as it uses to maintain the confidentiality of its own highly confidential information, but in no event shall Customer use less than reasonable care. Customer shall not remove any copyright, confidentiality, or other proprietary rights notice provided by OSS in connection with the Programs or the Proprietary Information and any and all copies which Customer may make shall have such notices.

4. TERM

- 4.1 Termination by OSS. Customer agrees that OSS, in its sole discretion and without any liability, may terminate this license and/or suspend making available to Customer the Programs and the Proprietary Information at any time, even if access and use continues to be allowed to others. In the event that Customer breaches any of the terms and conditions of this Agreement, OSS has the right to immediately terminate this Agreement and the license to use the Programs by providing written notice to any mailing address of Customer or email address provided by Customer to OSS. Customer has the right to terminate this Agreement at any time by providing written notice to OSS. If OSS has reason to believe that the continued use by Customer of any of the Programs or the Documentation could result in a third party claim against OSS, OSS has the right to immediately terminate this Agreement or, at OSS’ option, Customer’s license to use such Programs or Documentation.

- 4.2 Effect of Termination. Upon the termination or expiration of this Agreement, all licenses granted to Customer hereunder shall immediately terminate. Upon the termination or expiration of this Agreement, Customer will immediately cease using the Programs and Proprietary Information and erase or otherwise destroy all copies of the Programs and Proprietary Information and delete all components of the Programs Proprietary Information from its systems. Sections 1, 3, 4.2, 5 and 6 shall survive the expiration and termination of this Agreement.

5. **DISCLAIMERS AND LIMITATION OF LIABILITY.**

- 5.1 GENERAL DISCLAIMER. THE PROGRAMS AND THE PROPRIETARY INFORMATION ARE PROVIDED "AS IS" WITHOUT ANY WARRANTIES OR REPRESENTATIONS, EXPRESS, IMPLIED OR STATUTORY. OSS EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES AND REPRESENTATIONS WITH RESPECT TO THIS AGREEMENT, THE PROGRAMS AND THE PROPRIETARY INFORMATION, INCLUDING, WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE.

- 5.2 LIMITATION OF LIABILITY. EVEN IF ADVISED OF THE POSSIBILITY THEREOF AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY, IN NO EVENT WILL OSS (ITS AFFILIATES AND ITS AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, AND REPRESENTATIVES) BE LIABLE HEREUNDER OR OTHERWISE, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, ARISING OUT OF OR RELATING TO THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, THE TERMINATION OF THIS AGREEMENT) OR ANY OR ALL OF THE PROGRAMS, THE PROPRIETARY INFORMATION, OR THE USE OF THE PROGRAMS OR THE PROPRIETARY INFORMATION, FOR ANY CLAIMS OF PERSONAL INJURY OR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES OR DAMAGES BASED ON RELIANCE, COVER, COSTS OF SUBSTITUTE GOODS, BUSINESS INTERRUPTION, TORT, LOSS OF PROFITS OR BENEFITS OR LOSS OF DATA, BUSINESS REPUTATION OR GOODWILL. OSS AND ITS AFFILIATES HAVE NO LIABILITY WITH RESPECT TO ANY CLAIM OR DEMAND BY ANY THIRD PARTY AGAINST CUSTOMER ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE PROGRAMS, THE PROPRIETARY INFORMATION OR THE USE OF THE PROGRAMS OR THE PROPRIETARY INFORMATION. WITH RESPECT TO ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE PROGRAMS, THE PROPRIETARY INFORMATION OR THE USE OF THE PROGRAMS OR THE PROPRIETARY INFORMATION, OSS' AND ITS AFFILIATES' AGGREGATE LIABILITY SHALL NOT BE IN EXCESS OF ONE DOLLAR.

6. **GENERAL**

- 6.1 Entire Agreement; Waiver. This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior oral and written quotations, communications, agreements and understandings of the parties with respect to its subject matter. The failure of either party at any time to enforce any right or remedy available to it under this Agreement or otherwise with respect to any breach or failure by the other party will not be construed to be a waiver of such right or remedy with respect to such breach or failure of any other breach or failure by the other party. Any waiver of the performance of any of the terms or conditions of this Agreement shall be effective only if in writing and signed by the party against which such waiver is to be enforced
- 6.2 Certain Remedies. In the event of (i) any breach or threatened breach of any provision of this Agreement by Customer with respect to or relating to the Programs or the Proprietary Information or Section 3 of this Agreement, or (ii) any infringement or threatened infringement by Customer of any of OSS' intellectual property rights, OSS will incur irreparable injury inadequately

compensated by money damages and OSS may seek an injunction (including, without limitation, temporary and preliminary relief) and other appropriate equitable remedies with respect thereto without posting a bond. This remedy is in addition to such other remedies as OSS may have under this Agreement or by law.

- 6.3 Law and Venue. This Agreement and all transactions under it and all claims arising out of or relating to this Agreement, the Programs or the Proprietary Information, including, without limitation, tort claims, will be governed by the laws of the State of New Jersey excluding its choice of laws, rules, except that with respect to any claim with respect to copyright and patent rights United States federal laws shall apply. The parties agree that the United Nations Convention for the International Sale of Goods shall not apply or govern this Agreement. With respect to all disputes and claims arising out of relating to this Agreement, the Programs or the Proprietary Information, the parties agree to submit to the exclusive jurisdiction of the New Jersey federal and state courts and waive any claim of or any rights with respect to immunity or inconvenient form. **Except to the extent prohibited by applicable law, Customer agrees that Customer waives any and all rights to a jury trial with respect to any claim arising out of or relating to this Agreement, the Programs or the Proprietary Information.**
- 6.4 Export. Customer hereby gives written assurance that it will: (i) only export or re-export the Programs and the Proprietary Information in compliance with the laws of the United States, including without limitation all Export Administration Regulations (“EAR”) of the United States Department of Commerce; and (ii) bear sole responsibility for any violation of such laws and regulations. In addition, Customer further represents and warrants that Customer, nor any affiliate of Customer, is now, or will become in the future, a “Denied Person” within the meaning of 15 of the EAR. If Customer becomes a Denied Person within the meaning of the EAR, Customer shall immediately inform OSS of such status and this Agreement and the license granted hereunder shall immediately terminate.
- 6.5 Notices. Notices to OSS will be deemed effective hereunder if provided in writing, delivered in person, or by certified or registered mail, or by FedEx or similar private courier service to the address of OSS set forth above or, if provided to Customer, by sending written notice to any address of Customer or any email provided by Customer to OSS.
- 6.6 Partial Invalidity. If any of the provisions of this Agreement will be invalid or unenforceable, the invalidity or unenforceability will not invalidate or render unenforceable this entire Agreement, which will instead be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of the parties will be construed and enforced accordingly.
- 6.7 Assignment. Customer has no right to assign or transfer (by operation of law or otherwise) this Agreement or the license granted under this Agreement without OSS’ written consent. Any assignment or transfer in violation of this Section shall be null and void.
- 6.8 Authorization with Respect to Use of Personal Information. Customer, acknowledges, agrees and consents that if Customer is an individual, (i) OSS may maintain correspondence with Customer and personal information with respect to Customer that OSS may use in its business, including, Customer’s name, contact information, email and IP addresses during the term of this Agreement or relating to this Agreement and other business matters, (ii) Customer shall only provide such personal data as is needed in connection with Customer’s use of the Programs and its obligations under this Agreement and (iii) Customer’s personal information that has been provided by Customer will be exported and maintained in the United States and other countries in connection with OSS’ business needs. If Customer is an entity (“Entity Customer”), then Entity Customer acknowledges and agrees that Entity Customer requires its personnel that communicate with OSS to only communicate with OSS through their work email and only use Entity Customer owned and issued devices with respect to such communications. In addition, Entity Customer does not and does not permit any of its employees or contractors and contractors’ personnel to provide to OSS

any personal data other than such data as is needed in connection with Entity Customer's use of the Programs and its obligations under this Agreement, and in such cases Entity Customer has advised such individuals providing such data that such data may be disclosed to OSS and that such data may be exported to and maintained in the United States and other countries by OSS in connection with OSS' business needs. Entity Customer agrees that for all purposes under applicable law, Entity Customer is the Data Controller (as defined under any applicable laws) with respect to any personal data provided by Entity Customer, its employees, its contractors and its contractors' employees. Entity Customer acknowledges, agrees and consents that OSS may maintain correspondence with Entity Customer and personal information with respect to Entity Customer's employees and contractors and contractors' employees as is needed in connection with OSS' business needs, including, such individual's names, contact information, email and IP addresses, and that Customer is authorized by such individuals to permit such use.