INT

SOFTWARE LICENSE AGREEMENT

This Software License Agreement ("Agreement") is between Interactive Network Technologies, Inc. ("INT") and the Customer that has procured the licensed Software ("Customer"). This Agreement covers all Software, Support and Maintenance Services.

Customer may place orders under these Master Terms by submitting separate Order Form(s).

1. **DEFINITIONS**

    Affiliate: means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

    Documentation: means any supporting product help and technical specifications documentation provided by INT with the Software to Customer.

    Effective Date: means the date of Customer first Order Form or the initial Delivery date of the Software (whichever is earlier).

    License Term: means the Software license term specified on the applicable Order Form. The License Term may be a fixed term, a limited term for evaluation versions, or perpetual.

    Order Form: means any order on an INT order form which references this Agreement. Each Order Form shall be deemed a part of this Agreement.

    Software: means the proprietary INT product(s) provided in connection with this Agreement in object code form (or as otherwise specified in any related Order Form). "Software" shall also include any Support and Maintenance Services releases provided to Customer under this Agreement. Unless otherwise noted, the Software and Documentation are referred to collectively herein as "Software".

    Maintenance and Support: means those support services and maintenance services described in the applicable Order Form.

    "User" or "Users": means , individually or collectively, individuals who are authorized to use the Software, as per the terms of the applicable Order Form. "Users" may include but are not limited to Customer, its employees, consultants, contractors and agents; or third parties with which Customer transacts business.

2. **LICENSE**

    2.1. **License Rights.** In consideration for the payment of license fees specified on an INT Order Form, and subject to the terms and conditions of this Agreement, INT grants to Customer a nonexclusive, non-transferable, non-assignable, limited license to use the Software, at the Customer's location(s). Customer may make one copy of the Software only for archival

purposes in support of Customer's use of the Software, provided that Customer reproduces all copyright and other proprietary notices that are on the original copy of the Software. The Software is protected by a licensing system that controls the usage of the software as well as the functionality that is accessible to Customer**.**

The terms of this Agreement shall govern the usage of the Software and shall supersede the terms of any license agreement packaged with or in any fashion incorporated in the Software, including, but not limited to license agreements that must be accepted for installation and use of the product to occur

2.2. License Restrictions. The Software is licensed to Customer only under the terms of this Agreement, and INT reserves all rights not expressly granted to Customer. Customer may not use, copy, modify, or transfer the Software, or any copy thereof, except as expressly provided for in this Agreement. Customer may not reverse engineer, disassemble, decompile, or translate the Software, or otherwise attempt to derive the source code of the Software. Customer may not rent, lease, loan, sell, or distribute the Software, or any part of the Software. No right, title, or interest in or to any trademarks, service marks, or trade names of INT is granted hereunder. Customer should not attempt to circumvent or disable the software licensing system included into the Software.

2.3. Software SDK and API's. The Software can be licensed with access to the Software Development Kit (SDK) and API's for tailoring application behavior and creating customer-specific connectors to proprietary web services and data sources. Provided the license fees are paid, permission is hereby granted for Customer to use these SDK and API's to enhance integration of the Software into Customer's environment. Changes made by the Customer are the customer responsibility.

3. OWNERSHIP

Notwithstanding anything to the contrary contained herein, except for the limited license rights expressly provided herein, INT and its licensors have and will retain all rights, title and interest (including, without limitation, all patent, copyright, trademark, trade secret and other intellectual property rights) in and to the Software, and all copies, modifications and derivative works thereof (including any changes which incorporate any of Customer's ideas, feedback or suggestions). Customer acknowledges obtaining a limited license right to the Software, and that irrespective of any use of the words "purchase", "sale" or like terms hereunder no ownership rights are being conveyed to you under this Agreement or otherwise.

4. PAYMENT

Customer shall pay all fees associated with the Software licensed and any services purchased hereunder as set forth in the applicable Order Form. All payments shall be made in the currency noted on the applicable Order Form within thirty (30) days of the date of the applicable electronic invoice. Except as expressly set forth herein, all fees are non-refundable once paid. Unless timely provided with a valid certificate of exemption or other evidence that items are not taxable, INT will invoice you for all applicable taxes including, but not limited to, VAT, GST, sales tax, consumption tax and service tax. If any withholding tax is required by applicable law to be paid by you in relation to payments due to INT hereunder, you will provide INT with official receipts and/or certificates from the appropriate taxing authorities to establish that any applicable taxes have been paid.

5. TERM AND TERMINATION

5.1. Term of License. Unless sooner terminated as provided herein, your license to Software expires at the end of the applicable License Term. License Terms may be renewed if mutually agreed by the parties in a renewal Order Form.

5.2. Term of Agreement. This Agreement commences on the Effective Date and expires at such time as all License Terms and service subscriptions hereunder have expired in accordance with their own terms (the "Term"). Either party may terminate this Agreement (including all related Order Forms) if the other party: (a) fails to cure any material breach of this Agreement within thirty (30) days after written notice of such breach including without limitation your failure to pay, provided that INT may terminate this Agreement and the Software (including termination of the Software license(s) if this Agreement has already expired or has been terminated) immediately upon any breach of Section 2.2 (License Restrictions)); or (b) ceases operation without a successor. Unless otherwise specified herein, termination is not an exclusive remedy and the exercise by either party of any remedy under this Agreement will be without prejudice to any other remedies it may have under this Agreement, by law, or otherwise.

5.3. Termination. Upon any expiration or termination of this Agreement, you shall cease any and all use of any Software, destroy all copies thereof and so certify to INT in writing.

5.4. Survival. Sections 2.2 (License Restrictions), 3 (Ownership), 4 (Payment), 5 (Term and Termination), 6 (Warranty), 8 (Limitation of Damages), 9 (Confidential Information), 10 (Export Compliance) and 11 (General) shall survive any termination or expiration of this Agreement.

6. WARRANTY

6.1. THE SOFTWARE IS PROVIDED TO CUSTOMER "AS IS". ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, SATISFACTORY QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE, ARE DISCLAIMED, EXCEPT TO THE EXTENT THAT SUCH DISCLAIMERS ARE HELD TO BE LEGALLY INVALID.

6.2. INT warrants that the software infringes no valid patent or trademark, and agrees to defend, indemnify and hold Customer harmless from losses, damages and expenses arising out of such claim.

7. SUPPORT & MAINTENANCE

INT will deliver Software Maintenance and Support as set forth in the Order Form.

8. LIMITATION OF DAMAGES

TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, INT'S AGGREGATE LIABILITY TO CUSTOMER OR TO ANY THIRD PARTY FOR CLAIMS RELATING TO THIS AGREEMENT, WHETHER FOR BREACH OR IN TORT, WILL BE LIMITED TO THE FEES PAID BY CUSTOMER FOR SOFTWARE WHICH IS THE SUBJECT MATTER OF THE

CLAIMS. IN NO EVENT WILL INT BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGE IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT (INCLUDING LOSS OF BUSINESS, REVENUE, PROFITS, USE, DATA OR OTHER ECONOMIC ADVANTAGE), HOWEVER IT ARISES, WHETHER FOR BREACH OR IN TORT, EVEN IF INT HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. LIABILITY FOR DAMAGES WILL BE LIMITED AND EXCLUDED, EVEN IF ANY EXCLUSIVE REMEDY PROVIDED FOR IN THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE.

9. CONFIDENTIAL INFORMATION

The Software is the confidential and proprietary information of INT and/or its licensors. The terms of this Agreement and the licensing terms constitute confidential information of INT. Customer agrees not to disclose confidential information to anyone except employees of Customer who have a need to know. The Software is protected by United States copyright law and international treaty. Unauthorized reproduction or distribution is subject to civil and criminal penalties. Customer agrees to take adequate steps to protect the Software from unauthorized disclosure or use.

10. EXPORT LAW

INT hereby certifies that the Software is export compliant under the laws of the United States and shall provide to CUSTOMER upon request the proper Export Control Classification Number ("ECCN") or confirmation that such item qualifies for a particular License Exception. Customer is responsible for complying with any applicable local laws and regulations, including but not limited to, the export and import laws and regulations of other countries.

11. GENERAL

11.1. **Assignment.** INT may assign this Agreement to any affiliate or in connection with a merger, reorganization, acquisition, or other transfer of all or substantially all of INT's assets or voting securities. You may not assign or transfer this Agreement, in whole or in part, without INT's written consent. Any attempt to transfer or assign this Agreement without such written consent will be null and void.

11.2. **Severability.** If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited to the minimum extent necessary so that this Agreement shall otherwise remain in effect.

11.3. **Governing Law; Jurisdiction and Venue.** Excluding conflict of laws rules, this, Agreement shall be governed by and construed under the laws of the State of Texas, United States of America.

11.4. **Attorneys' Fees and Costs.** The prevailing party in any action to enforce this Agreement will be entitled to recover reasonable attorneys' fees and costs in connection with such action.

11.5. **Notices.** Any notice given by either Party shall be in writing and shall be addressed to the other Party at the following address:

TO CUSTOMER:

TO INT:
Olivier Lhemann c/o Contract Department
Interactive Network Technologies
2901 Wilcrest, Suite 300
Houston, TX 77042 USA
Email: Contracts@int.com

11.6. **Independent contractor.** In performance of this Agreement, INT is an independent contractor and nothing in this Agreement or any other communication on this subject shall in any way imply that INT (or its employees) is an employee, agent or representative of Customer. INT shall retain complete control over its personnel and operations and conform to all applicable labor laws, regulations and orders with respect to its employees.

11.7. **Audit Rights.** Upon INT's written request, Customer shall certify in a signed writing that Customer's use of the Software is in full compliance with the terms of this Agreement. With reasonable prior notice, INT may audit Customer's use of the Software, software monitoring system and records, provided such audit is during regular business hours. If such inspections or audits disclose that Customer has installed, accessed or permitted access to the Software in a manner that is not permitted under this Agreement, then (i) INT may terminate this Agreement pursuant to Section 5 and (ii) Customer will be liable for the reasonable costs of the audit in addition to any other fees, damages and penalties INT may be entitled to under this Agreement and applicable law.

11.8. **Force Majeure.** Neither party shall be liable to the other for any delay or failure to perform any obligation under this Agreement (except for a failure to pay fees) if the delay or failure is due to unforeseen events, which occur after the signing of this Agreement and which are beyond the reasonable control of the parties, such as strikes, blockade, war, terrorism, riots, natural disasters, refusal of license by the government or other governmental agencies, in so far as such an event prevents or delays the affected party from fulfilling its obligations and such party is not able to prevent or remove the force majeure at reasonable cost.

11.9. **Language.** Regardless of any language into which this Agreement may be translated, the official, controlling and governing version of this Agreement shall be exclusively the English language version**.**

11.10. **Trademarks and logos.** This License does not authorize Customer to use any INT name, trademark or logo.

12. Entire agreement. This Agreement and the Order Forms are the parties' entire agreement relating to the subject matter contained herein. It supersedes all prior or contemporaneous oral or written communications, proposals, warranties, and representations with respect to its subject matter, and will prevail over any conflicting or additional terms of any subsequent quote, order, acknowledgment, or any other communications by or between the parties. No modification to this Agreement will be binding, unless in writing and signed by an authorized representative of each party.