

DOREMI STANDARD SOFTWARE LICENSE AGREEMENT

THIS SOFTWARE LICENSE AGREEMENT (this “**License Agreement**”) is provided by Doremi Labs, Inc. (“**Licensor**” or “**Doremi**”), to you, the customer (the “**Customer**”). **PLEASE READ ITS TERMS CAREFULLY, AS THE CUSTOMER’S USE OF THE SOFTWARE WILL CONSTITUTE THE CUSTOMER’S ACCEPTANCE OF THE TERMS OF THIS LICENSE AGREEMENT.**

1. License. Licensor hereby grants to the Customer a non-transferable (except as otherwise provided herein) and non-exclusive license to use the software (the “**Software**”) and associated documentation (the “**Documentation**”) being provided with the Doremi equipment being acquired by the Customer (the “**Equipment**”) on a single piece of Equipment at one site. The Software and the piece of Doremi equipment must remain at the same location for the term of this license. The number of users of the Software is not limited and the users are not required to be personally identified to Licensor.

2. Restrictions. Customer acknowledges that the Software and its structure, organization and source code constitute valuable trade secrets of Licensor and its suppliers. Accordingly, Customer agrees not to and shall not allow others to (a) modify, adapt, alter, translate, or create derivative works from the Software; (b) merge the Software with other software; (c) sublicense, lease, rent, loan or otherwise transfer the Software to any third party; (d) make the Software available to any third party as part of any time-sharing, ASP, or service bureau arrangement or otherwise operate the Software for the benefit of any third party; (e) reverse engineer, decompile, disassemble or otherwise attempt to derive the source code for the Software (except to the extent the provisions of this clause (e) are expressly prohibited by applicable law); or (f) otherwise use or copy the Software except as expressly allowed in Section 1. Title in, ownership of, and all rights associated with the Software and Documentation shall remain vested in the Licensor. Licensor reserves all rights not expressly granted to the Customer herein.

3. Confidentiality of the Software. The Customer acknowledges and agrees that the Software and the Documentation constitute valuable proprietary products and trade secrets of the Licensor embodying substantial creative efforts and confidential information, ideas and expressions. The Customer agrees to maintain in all respects the confidentiality of the Software including, without limitation, agreeing not to disclose or otherwise make available to any other person or entity, in any manner, the Software or Documentation in any form whatsoever, except that such disclosure or availability shall be permitted to an employee of the Customer whose duties and responsibilities require access to the Software and/or Documentation in the course of his or her employment or to agents or independent contractors of the Customer performing maintenance or support services requiring access to the Software. The Customer further agrees not to alter or remove any copyright or other proprietary rights notice or identification which indicates the Licensor’s ownership from any part of the Software and/or Documentation.

4. License Non-Transferable. Neither the license granted by this License Agreement nor any copies of the Software, the Documentation, or any other materials delivered by the Licensor to the Customer pursuant to this License Agreement may, in whole or in part, be assigned, sublicensed, loaned out, distributed, or otherwise transferred by the Customer to any other person or entity without the prior written consent of the Licensor, except as provided below. Any attempt to assign, sublicense, loan, distribute or otherwise transfer such materials in violation of the terms of this License Agreement shall be deemed null and void. If the Customer desires to transfer the license granted by this License Agreement in connection with a sale of the Equipment being purchased by another customer of Doremi, the Licensor hereby consents to the assignment of the license provided (a) such sale otherwise complies with the terms of this License Agreement and applicable law; (b) the transferee reads and agrees to accept the terms

and conditions of this License Agreement; and (c) the transferee must be another customer of Doremi.

5. Export by Law Assurances. The Customer agrees and certifies that neither the Software and Documentation nor any direct product thereof is being or will be downloaded, shipped, transferred, exported, or re-exported, directly or indirectly, into any country to which export is prohibited by the laws and regulations of the United States.

6. Government End Users. If acquiring the Software on behalf of any unit or agent of the United States government, the Customer agrees that: (a) the Software is "Commercial Computer Software" as the term is defined in paragraph 27.401 of the Department of Defense's Defense Federal Acquisition Regulation Supplement (the "**Supplement**") or is within the equivalent classification of any other federal agencies' regulations; (b) the Software was developed at private expense, and no part of it was developed with government funds; (c) the government's use of the Software is subject to "Restricted Rights" as that term is defined in clause 52.227-7013 (b) (3) (ii) of the Supplement or in the equivalent clause of any other federal agencies' regulations; (d) the Software is a "trade secret" of the Licensor for all purposes of the Freedom of Information Act; and (e) each copy of the Software will contain the following Restricted Rights Legend:

"Restricted Rights Legend"

Use, duplication, or disclosure is subject to restriction as set forth in the subdivision (b)(3)(ii) of the Rights in the Technical Data and Computer Software clause at FAR 52.227-7013. Manufacturer: Doremi Labs, Inc., 1020 Chestnut Street, Burbank, CA 91506. The Customer agrees to indemnify Licensor for any liability, loss, costs and expense (including court cost and reasonable attorney's fees) arising out of any breach of the provisions of this License Agreement relating to use by the government.

7. Term. The license is effective until terminated. Customer may terminate the license at any time by either, at Supplier's election, (a) destroying the Software and Documentation, together with all copies permitted by this License Agreement, and providing Licensor with a sworn certificate of destruction signed by an officer of Customer, or (b) returning the Software and Documentation, together with all copies, to Licensor. Licensor may terminate this license upon thirty (30) days prior written notice to Customer if Customer materially breaches any provision of this License Agreement and fails to cure such breach, if curable, during such thirty (30) day period; provided that if Customer breaches the provisions of Sections 2, 3 or 4, Licensor shall have the right to terminate this License Agreement immediately upon written notice to Customer. The license will also terminate upon conditions set forth elsewhere in this License Agreement. The Customer agrees upon such termination to either destroy all copies of the Software and Documentation or return them to Licensor pursuant to the requirements specified in subsections (a) and (b) above.

8. Disclaimer of Warranty. THE SOFTWARE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SOFTWARE IS WITH THE CUSTOMER. SHOULD THE SOFTWARE PROVE DEFECTIVE, THE CUSTOMER (AND NOT LICENSOR OR A LICENSOR AUTHORIZED DISTRIBUTOR) ASSUMES THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIRING, OR CORRECTION. LICENSOR DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE WILL MEET THE CUSTOMER'S REQUIREMENTS OR THAT THE OPERATION OF THE SOFTWARE WILL BE

UNINTERRUPTED OR ERROR FREE OR THAT DEFECTS IN THE SOFTWARE WILL BE CORRECTED. IF ANY MODEL OR SAMPLE WAS SHOWN TO THE CUSTOMER, SUCH MODEL OR SAMPLE WAS USED MERELY TO ILLUSTRATE THE GENERAL TYPE AND QUALITY OF THE SOFTWARE AND NOT TO REPRESENT THAT THE SOFTWARE WOULD NECESSARILY CONFORM TO SUCH MODEL OR SAMPLE.

9. Limitation of Remedies. The Licensor shall not, under any circumstances, be liable to the Customer for any consequential, incidental, special, direct, indirect, exemplary or punitive damages arising out of the use, or results of use of, the Software and Documentation or otherwise relating to the functioning thereof or arising out of this License Agreement or any breach of this License Agreement by the Licensor, even if the Licensor has been advised of the possibility of such damages. Licensor's liability to the Customer for actual damages for any cause whatsoever, and regardless of the form of the action, will be limited to the greater of \$300 or the money paid for the Software that caused the damages or that is the subject matter of, or is directly related to, the cause of action.

10. General.

(a) The terms of this License Agreement are intended as a final expression of the parties' agreement with respect to such terms as are included in this License Agreement and may not be contradicted by evidence of any prior or contemporaneous agreement. This License Agreement constitutes the complete and exclusive statement of its terms and no extrinsic evidence whatsoever may be introduced in any judicial proceeding, if any, involving this License Agreement.

(b) This License Agreement shall be construed and enforced in accordance with the laws of the State of California applicable to contracts made and to be performed entirely in the State of California without regard to such state's conflict of laws provisions.

(c) This License Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California, without regard to conflicts of law principles. Any dispute between the parties relating to the interpretation or enforcement of this License Agreement shall be governed by California the Superior Court of the State of California, County of Los Angeles shall have exclusive jurisdiction and venue over this matter.

(d) If any legal action or any arbitration or other proceeding is brought by Licensor against Customer for Customer's breach of the terms herein, then Supplier shall be entitled to recover from Buyer its reasonable attorneys' fees, and related costs and expenses, incurred as a result of having to engage in such proceeding.

(e) Customer hereby acknowledges that any breach of the covenants, agreements, representations and warranties set forth in this License Agreement will cause irreparable harm and significant injury to Licensor that may be difficult to ascertain. Accordingly, Customer hereby agrees that Licensor shall have the right to obtain immediate injunctive and/or declaratory relief to enforce Customer's obligations under this License Agreement, in addition to any other rights and remedies that Licensor may have at law or in equity.

THIS LICENSE AGREEMENT MAY BE MODIFIED FROM TIME TO TIME BY DOREMI IN ITS SOLE AND ABSOLUTE DISCRETION. POSTING OF THE UPDATED LICENSE AGREEMENT ON WWW.DOREMILABS.COM SHALL CONSTITUTE NOTICE TO CUSTOMER OF THE REVISED LICENSE AGREEMENT TERMS.