

1. License Grants.

- 1.1. This License Agreement (“License” or “Agreement”) is a legal agreement between the person, company or entity (including its wholly-owned subsidiaries) below (the “Licensee”) and 1U Ring, Inc. (“1UR”) regarding Licensee’s purchase of a 1UR device (the “Product”), which is comprised of hardware components, publicly available software and proprietary software (the “Software”). “Software” consists of computer programs created or acquired by or for 1UR as commercial software for which license fees are charged. In the case of a product which is resold, the rights and obligations transfer with the ownership of the unit.
- 1.2. Licensee may not copy, modify, sublicense, or distribute the Software except as expressly provided under this License. Any attempt otherwise to copy, modify, sublicense or distribute the Software is void, and will automatically terminate Licensee’s rights under this License.
- 1.3. Any Software incorporated into or provided for use in or with a Product (whether initially, as part of maintenance or support or otherwise) is not sold, but rather is licensed solely for Licensee’s legitimate business use in or with that Product strictly in accordance with the documentation and any other use restrictions applicable for that Product. Such license is non-exclusive, non-sublicensable and does not include the right to (and Licensee will not) modify, reverse engineer (except to the extent applicable law prohibits reverse engineering restrictions), incorporate or use in any other works, create derivatives of, or copy any portion of such software, or to use the Software or Product for the benefit of any third party. If a Product is provided to any unit or agency of the United States Government (“U.S. Government”), the following provisions shall apply: All software and accompanying documentation are deemed to be “commercial computer software” and “commercial computer software documentation,” respectively, pursuant to DFAR Section 227.7202 and FAR Section 12.212, as applicable. Any use, modification, reproduction, release, performance, display or disclosure of the software and accompanying documentation by the U.S. Government shall be governed solely by the terms of this Agreement and shall be prohibited except to the extent expressly permitted by the terms herein.

2. Intellectual Property Ownership and Proprietary Rights Notices.

- 2.1. All title, ownership rights, and intellectual property rights are held by 1UR and any modifications or derivative works, whether made by 1UR, Licensee, or anyone else, are and will remain 1UR's sole property. 1UR’s Product is protected by copyright and other intellectual property laws and by international treaties.
- 2.2. Some code within the Product is covered by GPL and should that code be modified, the GPL license applies. All GPL terms have been maintained in the production of the Product.
- 2.3. Some code within the Product is covered by the FreeBSD copyright or license which is:

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2. *Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.*

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3. Disclaimer of Warranties.

3.1 Limitation on Warranties. 1UR makes the following disclaimers of warranty:

- 3.1.1 1UR makes no warranty that the Product will meet Licensee's requirements, or that the use of 1UR's Products will be uninterrupted, timely, secure, or error free. 1UR makes no warranty as to the results that Licensee may obtain from the use of the Product or as to the accuracy or reliability of information obtained through the Product.
- 3.1.2 No advice or information, whether oral or written, obtained from or through 1UR creates any warranty not made in this Agreement.
- 3.1.3 No dealer, agent, or employee of 1UR is authorized to make any customized modifications, extensions, or additions to the limited warranty set forth here in Section 3.1 ("Limitation on Warranties") in this Agreement with Licensee.

3.2 1UR PROVIDES THE PRODUCT AS DESCRIBED IN THIS AGREEMENT "AS IS" AND ON AN "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES OF ANY KIND. LICENSEE EXPRESSLY AGREES THAT LICENSEE'S USE OF THE PRODUCT IS AT LICENSEE'S SOLE RISK. EXCEPT FOR THOSE WARRANTIES WHICH CANNOT BE DISCLAIMED UNDER APPLICABLE LAW, 1UR EXPRESSLY DISCLAIMS ALL WARRANTIES, CONDITIONS AND REPRESENTATIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, AS TO ANY MATTER WHATSOEVER INCLUDING, WITHOUT LIMITATION, ANY AND ALL WARRANTIES, CONDITIONS AND REPRESENTATIONS OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL WARRANTIES PROVIDED BY LAW, IF ANY, APPLY, UNLESS THEY ARE REQUIRED TO APPLY BY STATUTE NOTWITHSTANDING THEIR EXCLUSION BY CONTRACT.

4 Limitation of Liability.

- 4.1 No Consequential Damages. EXCEPT FOR THIRD PARTY CLAIMS OF INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, 1UR WILL NOT BE LIABLE TO LICENSEE OR ANY OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND RESULTING FROM (i) THE USE OR INABILITY TO USE THE PRODUCT, 1UR SITES OR 1UR TECHNOLOGY, (ii) COST OF PROCUREMENT OF SUBSTITUTE GOODS RESULTING FROM ANY PRODUCTS PURCHASED OR OBTAINED VIA USE OF 1UR SITES OR 1UR TECHNOLOGY, (iii) MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH 1UR SITES OR 1UR TECHNOLOGY, OR (iv) UNAUTHORIZED ACCESS TO OR ALTERATION OF LICENSEE'S TRANSMISSIONS OR DATA, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, REVENUE OR GOODWILL; WORK STOPPAGE IN ANY WAY ARISING OUT OF OR RELATED TO 1UR SITES OR 1UR TECHNOLOGY OR THIS AGREEMENT; COMPUTER FAILURE OR MALFUNCTION; OR ANY AND ALL OTHER COMMERCIAL DAMAGES, REGARDLESS OF THE FORM OF THE ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY OR OTHERWISE, EVEN IF A REPRESENTATIVE OF 1UR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 4.2 Basis of Bargain. THIS DISCLAIMER OF LIABILITY FOR SUCH DAMAGES WILL NOT BE AFFECTED BY ANY FAILURE OF THE SOLE AND EXCLUSIVE REMEDIES UNDER THIS AGREEMENT. LICENSEE HAS ACCEPTED THE DISCLAIMER OF LIABILITY FOR DAMAGES AS PART OF THE BASIS OF THE BARGAIN AND UNDERSTANDS THAT THE FEES HEREUNDER WOULD BE HIGHER IF 1UR WERE REQUIRED TO BEAR LIABILITY FOR SUCH DAMAGES.
- 4.3 Damages Cap. EXCEPT FOR THIRD PARTY CLAIMS OF INFRINGEMENT, IN NO CASE WILL 1UR'S TOTAL LIABILITY TO LICENSEE ARISING OUT OF OR RELATING TO THIS AGREEMENT EXCEED THE TOTAL FEES AND COMMISSIONS RETAINED BY 1UR PURSUANT TO THIS AGREEMENT IN THE TWELVE (12) MONTHS PRECEDING THE CIRCUMSTANCES GIVING RISE TO SUCH DAMAGES.
- 5 Title and Indemnification.
- 5.1 Title and Indemnification by 1U Ring, Inc. 1UR warrants that the Software and related documentation do not infringe on any patents, copyrights or trademarks or constitute misappropriation of third party proprietary information. 1UR will defend, indemnify and hold Licensee harmless against any claim that the Product infringes on or was created in whole or in part by violation of copyright, patent, trade secret or other intellectual property right, provided that:
- 5.1.1 Licensee promptly notifies 1UR of the claim;
 - 5.1.2 1UR has primary control of the defense provided that Licensee shall have full right to participate in the litigation and in all settlement negotiations. Licensee shall further have the right to settle any such claim without 1UR's approval solely on Licensee's own behalf under such claim, provided that any such settlement shall be nonbinding upon 1UR and shall not in any manner prejudice 1UR's defenses to any claims by Licensee; and

- 5.1.3 Licensee provides 1UR with reasonable assistance, information and authority in the litigation. 1U Ring, Inc. represents that it has sufficient right, title, and interest in the 1U Ring, Inc. Software to enter into this Agreement. 1U Ring, Inc. will indemnify, defend, and hold you harmless against any loss or damage, including attorneys' fees and costs of litigation, arising from claims of a third party based in whole or part on:
 - 5.1.4 the infringement of a U.S. copyright or U.S. trademark by the 1U Ring, Inc. actually known to 1U Ring, Inc.; or
 - 5.1.5 the willful misconduct of 1U Ring, Inc., its employees or agents.

5.2 Procedure. In the event that either you or 1UR. becomes aware of a claim described in Sections 5.1, "Title and Indemnification," or may seek indemnification (the "Indemnified Party"), the Indemnified Party will promptly give the other party (the "Indemnifying Party") notice of the claim within thirty (30) calendar days following the date that the Indemnified Party became aware of such claim, and permit the Indemnifying Party to assume the defense of the claim. The Indemnified Party will cooperate fully in defense of the claim, and the Indemnifying Party will pay the Indemnified Party's costs and expenses as incurred. The Indemnifying Party will have no liability under this Section 5, "Title and Indemnification," unless the Indemnified Party has complied with the obligations laid out in this paragraph.

5.3 Prevention of Infringement. If any component of the 1UR Product becomes, or in 1UR's opinion is likely to become, the subject of a claim of infringement, then Licensee will permit 1UR, at 1UR's option and expense, either

- 5.3.1 to procure for Licensee the right to continue using the 1UR Product as permitted in this Agreement, or
- 5.3.2 to replace or modify the potentially infringing component of the 1UR Product so it no longer infringes. If, after using reasonable efforts, 1UR is unable to cure the potential infringement, either party may terminate this Agreement upon thirty (30) days written notice to the other.

5.4 Sole and Exclusive Remedy. THE FOREGOING STATES THE ENTIRE LIABILITY OF 1UR, AND IS LICENSEE'S SOLE AND EXCLUSIVE REMEDY FOR, INFRINGEMENT OF COPYRIGHT OR OTHER INTELLECTUAL PROPERTY OR PROPRIETARY RIGHTS OF ANY KIND IN ANY JURISDICTION. 1UR will have no liability to Licensee if any alleged infringement or claim is based on

- 5.4.1 modifications to the 1UR Product made by Licensee, or
- 5.4.2 the use of the 1UR Product in connection or combination with equipment, devices, services or software or in a manner for which it was not intended.

6 Confidentiality.

6.1 Definition of Confidential Information. "Confidential Information" means all materials or information disclosed by either party (the "Disclosing Party") to the other (the "Recipient") in confidence. Confidential Information does not include information that:

- 6.1.1 is or becomes generally available to the public other than
 - 6.1.1.1 as a result of a disclosure by the Recipient, the Recipient's employees, or any other person who receives the information from the Recipient or the Recipient's employees; or

- 6.1.1.2 as a result of a disclosure by a third party who is known by the Recipient as having violated a confidentiality obligation to the Disclosing Party,
 - 6.1.2 is or becomes available to Recipient on a non-confidential basis from a source that is entitled to disclose it to Recipient,
 - 6.1.3 is not labeled as Confidential, or
 - 6.1.4 was developed by employees or agents of the Recipient independently of and without reference to any information communicated to the Recipient by the Disclosing Party.
- 6.2 Obligation of Confidentiality. During the term of this Agreement, the Disclosing Party may provide Confidential Information to the Recipient, who agrees to the following:
 - 6.2.1 The Recipient will hold the Confidential Information in strict confidence, with the understanding that the Recipient may disclose the Confidential Information to employees, contractors, and advisors who need to know the Confidential Information to fulfill the Recipient's obligations under this Agreement.
 - 6.2.2 The Recipient will advise these individuals that the Confidential Information is confidential and that by receiving such information they agree to be bound by the terms of this Section 6, "Confidentiality".
 - 6.2.3 Without the Disclosing Party's prior written consent, the Recipient will not, and will direct its employees, contractors, and advisors not to, disclose the Confidential Information in whole or part, except to the extent compelled by law.
 - 6.2.4 The Recipient will employ all reasonable steps to protect the Confidential Information from unauthorized or inadvertent disclosure or use, including all steps that the Recipient takes to protect its own trade secrets.
- 6.3 Injunctive Relief. Recipient understands and agrees that monetary damages would not be a sufficient remedy for any breach of the Recipient's obligations under Section 6 ("Confidentiality") and that the Disclosing Party will be entitled to specific injunctive relief as a remedy for any such breach. Such remedy will be in addition to all other available legal or equitable remedies. The Recipient agrees to reimburse the Disclosing Party for all costs and expenses incurred by the Disclosing Party related to enforcement of Section 6 ("Confidentiality") of this Agreement.

7 Term and Termination.

- 7.1 Term. This Agreement will continue until terminated by either Licensee or 1UR in the manner provided in Section 8.4 ("Notices") in this Agreement. 1UR may terminate this Agreement by giving Licensee at least ninety (90) days written notice. Licensee may terminate this Agreement by giving 1UR at least thirty (30) days written notice.
- 7.2 Termination for Breach or Insolvency. Either party may terminate this Agreement
 - 7.2.1 upon thirty (30) days written notice for material breach by the other of any of its obligations as laid out in this Agreement unless such breach is cured with a thirty (30) day period, and
 - 7.2.2 immediately after giving written notice if the other party becomes insolvent or if any proceeding is commenced by or against the other party under any law providing relief to such other party as debtor.

7.3 Termination in Case of Violation of Law. 1UR may terminate this Agreement immediately upon written notice without liability if

7.3.1 1UR is notified or otherwise determines in good faith that Licensee is using the Product in any way that violates any law, rule, or regulation, or

7.3.2 1UR or its directors, officers, stockholders, employees or agents are made the subject of a criminal or civil action or investigation or are threatened by such action as a consequence of Licensee's use of the Product.

7.4 Rights Upon Termination. Upon termination of this Agreement:

7.4.1 Licensee will immediately cease using the Product and all other 1UR intellectual property;

7.4.2 Within thirty (30) days after the termination, Licensee and 1UR will both immediately deliver to the other or destroy all copies of Confidential Information and Product or other materials owned solely by the other. If these materials are destroyed, Licensee or 1UR will provide to the other written certification within fifteen (15) days of such destruction, that, to the best of their knowledge, such materials were destroyed.

7.5 Survival. Sections which by their nature survive termination will survive any termination of this Agreement, including: Sections titled "Intellectual Property Ownership", "Disclaimer of Warranties", "Limitation of Liability", "Title and Indemnification", "Confidentiality", "Term and Termination" and "General Provisions".

8 General Provisions.

8.1 Governing Law. With regard to governing law, Licensee agrees that:

8.1.1 This Agreement and all disputes related to this Agreement are governed by the laws of the State of California without regard to the choice of law provisions.

8.1.2 The provisions of the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

8.2 Dispute Resolution.

8.2.1 In any litigation arising out of the Agreement Licensee and 1UR submit to the jurisdiction of, and waive any venue objections against, the United States District Court for the Northern District of California or the Superior Court of California, County of San Francisco.

8.2.2 Neither party waives the right to remove to federal court an action filed in state court by the other.

8.3 Notices. Unless otherwise required by law, notices may be given in writing via postal mail, fax, or through electronic transmission. Notices to Licensee will be sent to the most recently updated electronic mail address Licensee provides to 1UR, and notices to 1UR should be sent to legal@networknightmare.com and sent via postal mail to: 1U Ring, Inc., 4062 Fabian Way, Palo Alto, CA 94303 USA.

8.4 Assignment. Neither party may assign this Agreement to a third party without the prior written consent of the other, with the understanding that consent will not be unreasonably withheld or delayed. However, either party, without the other's consent,

may assign this Agreement in connection with any merger, reorganization, sale of all or substantially all of the company's assets, acquisition or similar combination. This Agreement will apply to and bind any successor or permitted assignees.

8.5 No Agency. Both parties are acting as independent contractors and not as agents, partners, nor joint ventures with the other. Except as provided in this Agreement, neither party may act nor create any obligation on behalf of the other.

8.6 Entire Agreement; Miscellaneous. This Agreement constitutes the entire agreement between Licensee and 1UR related to the subject matter hereof and supersedes any and all prior or contemporaneous written or oral agreements between the parties pertaining to such subject matter. This Agreement may be modified at any time by written agreement signed by both parties. No waiver of any obligation under this Agreement shall be valid except if in writing and signed by the party against whom enforcement is sought. If any provision of the Agreement is held by a court to be contrary to law, then such provision will be construed to reflect the intentions of the parties with the other provisions remaining in full force and effect. The failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights. The section titles in this Agreement are solely used for convenience and have no legal or contractual significance.

8.7 Licensee shall comply with the U.S. Foreign Corrupt Practices Act (regarding, among other things, payments to government officials) and all export laws and restrictions and regulations of the Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control ("OFAC"), or other United States or foreign agency or authority, and not export, or allow the export or re-export of any Product in violation of any such restrictions, laws or regulations.

Confirmation of Your Acceptance. If the terms of this Agreement are acceptable, and you wish to agree to them and be legally bound by them, then you may signal your acceptance through a purchase of a product from 1UR or by signing below.

IN WITNESS WHEREOF, the parties, by their duly authorized representatives, have executed this Agreement as of the last date written below.

1U Ring, Inc.

Licensee: _____

Signature

Signature

Name

Name

Title

Title

Date

Date