

## PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

EPAS ID: PAT2861984

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|---|--|--|-----------------------|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT   |  |                       |
| <b>NATURE OF CONVEYANCE:</b>  | LICENSE  |  |                       |
| <b>CONVEYING PARTY DATA</b>   |  |  |                       |
| <b>Name</b>   |  |  | <b>Execution Date</b> |
| FXA GROUP LIMITED   |  |  | 01/31/2014            |
| <b>RECEIVING PARTY DATA</b>   |  |  |                       |
| <b>Name:</b>  | OPSSMART HOLDING COMPANY, INC. F/K/A LUXOR AIM CORPORATION |  |                       |
| <b>Street Address:</b>  | 8605 WESTWOOD CENTER DRIVE                                 |  |                       |
| <b>Internal Address:</b>  | SUITE 207  |  |                       |
| <b>City:</b>  | VIENNA   |  |                       |
| <b>State/Country:</b>   | VIRGINIA   |  |                       |
| <b>Postal Code:</b>   | 22182  |  |                       |
| <b>PROPERTY NUMBERS Total: 1</b>  |  |  |                       |
| <b>Property Type</b>  | <b>Number</b>  |  |                       |
| <b>Patent Number:</b>   | 8392225  |  |                       |
| <b>CORRESPONDENCE DATA</b>  |  |  |                       |
| <b>Fax Number:</b>  | (202)842-7899  |  |                       |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i> |  |  |                       |
| <b>Phone:</b>   | 703-456-8000   |  |                       |
| <b>Email:</b>   | vjohnston@cooley.com                                       |  |                       |
| <b>Correspondent Name:</b>  | COOLEY LLP   |  |                       |
| <b>Address Line 1:</b>  | 1299 PENNSYLVANIA AVENUE                                   |  |                       |
| <b>Address Line 2:</b>  | SUITE 700, ATTN: PATENT GROUP                              |  |                       |
| <b>Address Line 4:</b>  | WASHINGTON, D.C. 20004-2400                                |  |                       |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 321419-101   |  |                       |
| <b>NAME OF SUBMITTER:</b>   | CHRISTOPHER WEBER  |  |                       |
| <b>SIGNATURE:</b>   | /Christopher Weber/  |  |                       |
| <b>DATE SIGNED:</b>   | 05/20/2014   |  |                       |
| <b>Total Attachments: 12</b>  |  |  |                       |
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**TECHNOLOGY LICENSE AND DISTRIBUTION AGREEMENT**

**BY AND AMONG**

**LUXOR AIM CORPORATION.**

**And**

**FXA GROUP LIMITED**

**January 27, 2014**

## **TECHNOLOGY LICENSE AND DISTRIBUTION AGREEMENT**

This Technology License and Distribution Agreement (the "Agreement") is entered into and made effective as of January [31], 2014, (the "Effective Date") by and between FXA Group Limited, a Cayman Islands corporation, which corporation has its principal place of business at 54 BB Building, 19<sup>th</sup> Floor, Suite 1901-1902, Sukhumvit 21 (Asoke) Rd., Klongiuey Nua Wattana, Bangkok 10110 Thailand ("Licensor") and Luxor AIM Corporation, Inc., a Delaware corporation, which corporation has as its principal place of business at 8605 Westwood Center Drive, Suite 207, Vienna, VA 22182 USA ("Licensee").

### **RECITALS**

1. Licensor has developed certain technology, including the software set forth on Schedule A ("Software"), and other intellectual property.
2. Licensee desires to license such technology pursuant to the terms of this Agreement in order to commercialize such technology in a certain geographic territory.

### **AGREEMENT**

In consideration of the premises and the mutual promises made in this Agreement, and in consideration of the representations, warranties, and covenants contained in this Agreement, the sufficiency of which is hereby acknowledged, the Parties agree as follows.

#### **1. Definitions.**

1.1 "Affiliate" means any entity that controls, is controlled by, or is under common control with, a party or a Customer, as applicable. In addition, for the Licensor the term Affiliate includes Arporna Paul Sribhibhadh ("APS").

1.2 "Customer" means any potential customer, user, OEM or distributor of Licensee relating to the Technology that is not an Existing Customer.

1.3 "Documentation" means the technical, marketing and any and all other written or published material relating to the performance and/or functionality of the Software.

1.4 "Existing Customers" will be the entities set forth on Exhibit B hereto, for the period of time such entities maintain their existing agreement with Licensor (but excluding any period of time after a renewal of such agreement, automatic or otherwise).

1.5 "Improvements" means any modification, enhancement or derivative work of the Licensed Technology, and all Intellectual Property Rights in any such modification, enhancement or derivative work, created after the Effective Date.

1.6 "Intellectual Property" means all algorithms, application programming interfaces (APIs), concepts, data, databases and data collections, designs, diagrams, documentation, drawings, flow charts, ideas and inventions (whether or not patentable or reduced to practice), know-how, materials, marketing and development plans, marks (including brand names, product names, logos, and slogans),

  
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Page 1/17

methods, models, architectures, procedures, processes, protocols, software code (in any form including source code and executable or object code), uniform resource identifiers including uniform resource locators (URLs), user interfaces, web sites, specifications, subroutines, techniques, works of authorship, and other forms of technology, along with any improvements to the foregoing that are created by Licensor or otherwise owned by Licensor.

1.7 "Intellectual Property Rights" means collectively, any and all now known or hereafter known tangible and intangible intellectual property rights or similarly protected rights in any country, now or in the future, whether or not registered or perfected, and whether arising by operation of law, contract, license, or otherwise, of technical information, data and processes whether tangible or intangible, including, without limitation: (a) copyrights, inventor certificates, and other rights associated with works of authorship throughout the world, including but not limited to, copyrights and moral rights (including the right of an author to be known as the author of a work); (b) know-how and trade secret rights; (c) patent rights; (d) rights related to designs, algorithms, semiconductor mask work rights; and (e) to the extent applicable, all registrations, initial applications, renewals, extensions, continuations, continuations-in-part, divisions or reissues hereof now or hereafter in force, including any rights in any of the foregoing.

1.8 "Licensed Patents" means all patents and patent applications, and any renewals, extensions, continuations, continuations-in-part, divisions and reissues thereof, and all foreign counterparts thereof, owned or controlled by Licensor, including, but not limited to, U.S. Patent No. US Patent 8,392,225.

1.9 "Licensed Technology" will mean the Intellectual Property set forth and described in Schedule A, including the Software, and all Intellectual Property Rights related to the foregoing.

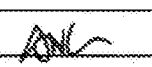
1.10 "Specifications" mean, collectively, the descriptions, specifications and documentation for the Software published or otherwise provided by Licensor, including, without limitation, the Documentation and any sales or marketing collateral.

1.11 "Territory" means worldwide.

## 2. License Grant.

2.1 Exclusive License. Licensor hereby grants to Licensee a perpetual, exclusive (including to the exclusion of Licensor and its Affiliates) right, with rights to sublicense, under all of Licensor's Intellectual Property Rights throughout the Territory to make, have made, use, modify, create derivative works, offer for sale, sell, lease, import, export, perform, display, reproduce, copy and otherwise commercially exploit the Licensed Technology for any purpose whatsoever, including, without limitation, creating improvements, distributing and importing the Software into and within the Territory to Customers and to sublicense the foregoing rights to Licensee's and Licensee's Affiliates' suppliers, contractors and distributors or otherwise dispose of the Licensed Technology in the Territory. This right shall be irrevocable.

2.2 Documentation License. Licensor hereby grants to Licensee a non-exclusive, worldwide license, under all of the Licensor Intellectual Property Rights in the Documentation, to reproduce, modify,

  
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display, distribute and create derivative works of the Documentation in connection with creation and distribution of Licensed Technology.

**2.3 Trademark License.** Licensor hereby grants to Licensee an exclusive, transferable, sublicenseable right and license to use the trademarks, trade names and logos set forth in Schedule A ("Licensed Marks") in connection with the rights granted in Section 2.1 above. Licensee will have sole control over the branding, packaging, promotion, pricing and channel management of the Licensed Technology and Software, including the right to private label or use another name, mark or brand to represent the Licensed Technology and Software.

**2.4 Retained Rights.** Notwithstanding the license granted in Section 2.1, Licensor hereby retains the limited, worldwide, non-exclusive, non-sublicenseable, non-transferrable personal right to copy, display, perform, transmit, and use the Software, Documentation and Licensed Marks solely to the limited extent necessary to support the Existing Customers' in the government sector specifically listed on Schedule B use of the Software existing on the Effective Date (the "Retained Right") for the remaining term of such agreements with such Existing Customers. Licensor may not use the Software for any other purpose and will have no right to sublicense, distribute or make available any component of the Software to any person other than an Existing Customer in the government sector specifically listed on Schedule B. Licensor may not renew any such agreement with an Existing Customer without the written consent of Licensee.

**2.5 Delivery and Installation.** Licensor covenants and agrees that within 3 days after the Effective Date it will make available to Licensee all of the Licensed Technology (both in source code and object code) and any documents and materials related to the Licensed Technology in its possession, custody or control including, without limitation, those items listed in Schedule A and all source code, customer records and files, accounting files, configurations and any other information related to any Existing Customers or any other customers or usage of the Software.

### 3. Licensor Obligations.

**3.1 Noncompetition.** Except to exercise the Retained Right with Existing Customers, neither Licensor nor any of its Affiliates shall: (i) sell, distribute, or otherwise provide the Licensed Technology to any third party in the Territory; or (ii) grant any other licenses or rights to the Licensed Technology in the Territory to any third party.

**3.2 Support.** Licensor will provide support to Licensee and its customers for the Software. Such support will include, at a minimum, Licensor assisting and providing any information and documentation necessary to support Licensee in diagnosing, repairing, and servicing the Products. The Parties shall bear their own costs and expenses in connection with Licensor's support of the Products as described in this Section 3.2.

**3.3 Existing Customers.** Licensee will offer to all Existing Customers the opportunity to enter new contracts directly with Licensee. Neither Licensor nor any Affiliates will directly or indirectly offer any ongoing licensing or support to Licensor or any of its Affiliates customers without Licensee's prior written consent.

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Page 3/17

3.4 Training. Licenser will conduct technical seminars and Software training sessions for Licensee's employees and contractors (the "Product Training Sessions") at such locations as reasonably requested by Licensee. The Product Training Sessions will include training in sales, use and services related to the Products in the language of the applicable Territory in which Licensee sells, offers for sale, or intends to sell or offer for sale, the particular Software for which such Product Training Sessions are being requested. Licensee will bear the costs of engaging interpreters for Product Training Sessions in languages in which Licenser cannot reasonably provide training. The Parties shall bear the costs of transportation, lodging and meals of their respective employees for conducting or participating in such Product Training Sessions.

#### 4. Ownership and Protection of Intellectual Property.

4.1 Licensed Intellectual Property. Except as provided for in this Agreement, Licenser shall retain all right, title and interest in and to all Licensed Technology (including all Intellectual Property Rights therein), and Licensee acknowledges and agrees that Licenser is and shall at all times continue to own all Licensed Technology.

4.2 Improvements. In the event that Licensee creates any Improvements or further develops the Licensed Technology, such Improvements, and any Intellectual Property Rights related thereto, shall be owned solely and exclusively by Licensee, without regard to any underlying rights of Licenser to the Licensed Technology. In the event that Licenser creates any Improvements or further develops the Licensed Technology, such Improvements, and any Intellectual Property Rights related thereto, shall be owned solely and exclusively by Licenser, but shall be immediately provided to Licensee and included in the definition of Licensed Technology and/or Software, as applicable.

4.3 Prosecution and Maintenance of Licensed Patents. Licenser hereby grants Licensee the right and Licensee shall have the right, but not the obligation, to file, pursue, maintain, or continue any Licensed Patent or other Intellectual Property Rights in any country in the Territory. Additionally, Licensee shall have the right to pursue patents in the Territory relating to the Licensed Technology in Licenser's name and on its behalf. Licenser shall undertake all actions reasonably required to assist Licensee in the prosecution of such patents. In addition, Licenser shall reimburse Licensee for all expenses incurred in prosecuting, maintaining and continuing any such patents, including but not limited to, attorney fees and filing fees. If Licenser does not promptly reimburse Licensee for such expenses, Licensee may elect to take ownership of such patents by giving Licenser notice of its failure to reimburse and election to take ownership. If Licenser does not pay Licensee all outstanding reimbursable expenses within ten (10) business days of its receipt of the notice, all patents and patent applications in the Territory shall be assigned to Licensee. Licenser hereby agrees to undertake all actions necessary to effectuate such an assignment.

4.4 Licenser Confidentiality Obligation. Licenser shall retain all Licensed Technology, including all Intellectual Property Rights, in strict confidence and shall not disclose, or permit any employee or agent of Licenser, to disclose any Licensed Technology to any person, firm or corporation in the Territory other than Existing Customers for the Retained Right without the prior written approval of Licensee, provided that such disclosure may be made to any employee, contractor, agent, supplier, customer, or permitted licensee of Licenser who has a reasonable need for access thereto for the purposes of installing, operating and maintaining any equipment or manufacturing or using any materials incorporating or utilizing the Licensed Technology so long as Licenser imposes identical obligations on

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any such disclosure to maintain the confidentiality of such Intellectual Property Rights. Licensor shall exercise all reasonably necessary precautions to safeguard the secrecy of the any of Licensor's Intellectual Property Rights and to prevent the unauthorized disclosure or use thereof. The obligations of confidentiality of Licensor under this Section shall not apply to any Intellectual Property Right that has: (i) become public knowledge or generally known in the industry to which the information relates through no breach of this Agreement; (ii) been disclosed to Licensor by a third party under no obligation of confidentiality to Licensee; or (iii) been or is hereafter furnished by Licensee to others on a non-confidential basis. Notwithstanding the foregoing provisions of this Section, Licensor shall be permitted to disclose the Intellectual Property Rights to the limited extent necessary to comply with a valid order by a court or other governmental body, provided that Licensor provides timely notification to Licensee of such disclosure in order to permit Licensee to seek confidential treatment of such information and cooperates with Licensee's efforts, at Licensee's expense, to obtain a such confidential treatment, and provided further that disclosure solely pursuant to this exception shall not release Licensor from its obligation to maintain confidentiality unless otherwise permitted by this Agreement.

**4.5 Cooperation of the Parties.** At the reasonable request of the Party responsible for filing, prosecuting and/or maintaining a particular patent or patent application, the other Party agrees to cooperate reasonably in the preparation, filing, prosecution and maintenance of such patent or patent application. In the event the Parties have a mutuality of interest and identical legal interest, such as in the event of the threatened or actual litigation initiated by either Party to enforce any Licensed Technology, each Party acknowledges that it is in each of the Parties' individual and mutual best interests to share with the other Party information relating to the evaluation of such legal issues. In such event, each Party agrees to share and exchange in confidence certain information and communications in order to facilitate the evaluation of such legal issues. Any privileged information exchanged to facilitate the evaluation of such legal issues will be treated and maintained by each Party, each Party's counsel, the personnel of each Party's counsel, and any other person directly assisting in the evaluation of such legal issues as privileged and confidential communications.

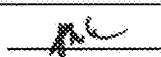
**5. Fees and Consideration.**

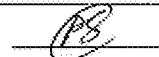
**5.1 Consideration.** The consideration for this Agreement shall be set forth in Schedule C. No other payments or fees shall be owed by Licensee to Licensor for the grant of rights or performance of other obligations hereunder. Except as set forth in Schedule C, each party will bear its own expenses in exercising its rights or carrying out its obligations, except as otherwise provided herein.

**5.2 Taxes.** Licensor shall be obligated to pay any and all taxes including, without limitation, sales, excise, value-added, duties and fees that arise from the rights granted to Licensee by Licensor.

**6. Warranties.**

**6.1 General.** Licensor represents and warrants that (a) Licensor owns all rights, title and interest in and to the Licensed Technology, (b) Licensor is a corporation in good standing organized under the laws of the Cayman Islands; (c) Licensor has the full power and authority to enter into this Agreement and to grant the rights granted to Licensee herein; (d) no claim currently exists or has ever been made against Licensor and Licensor knows of no claim or threatened litigation relating to any rights granted to Licensee herein; and (e) Licensor has not granted, and will not grant any, rights in the Licensed Technology that are inconsistent with the rights granted to Licensee under this Agreement.

  
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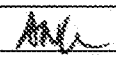
**6.2 Non-Infringement.** Licensor represents and warrants that sale, licensing or use of any Licensed Technology and Documentation furnished under this Agreement do not and shall not infringe, misappropriate or otherwise violate any Intellectual Property Right. Licensor warrants that during the term of this Agreement, Licensee may use Software without disturbance. Licensor represents that this Agreement, the Licensed Technology and any Intellectual Property Rights therein are not subject or subordinate to any right of Licensor's creditors, or if such subordination exists, the agreement or instrument creating it provides for nondisturbance of Licensee.

**6.3 Open Source.** Licensor represents and warrants that the Software will not include any computer code licensed or otherwise acquired from a third party on an "open source" or "copyleft" basis, including license under GNU Public License, Lesser GNU Public License, or Mozilla Public License, or any other arrangement that (i) could require, or could condition the use or distribution of the Software on, the disclosure, licensing, or distribution of any source code for any portion of the Software, or (ii) could otherwise impose any limitation, restriction, or condition on the right or ability of SSI to use or distribute the Software

**6.4 Harmful Code.** Licensor represents and warrants that the Software and any media used to distribute it contain no computer instructions, circuitry or other technological means ("Harmful Code") whose purpose is to disrupt, damage or interfere with Licensee's use of its computer and telecommunications facilities for their commercial, test or research purposes. Harmful Code shall include, without limitation, any automatic restraint, virus, worm, Trojan horse, time-bomb, trap-door or other harmful code or instrumentality that will cause the Software or any other software, hardware or system to cease to operate or to fail to conform to its specifications.

**7. Indemnification.** Licensor and its Affiliates shall indemnify, defend, and hold harmless Licensee, Licensee's Affiliates and each of their respective officers, directors, shareholders, employees, agents, and representatives (collectively, "Indemnitees") against any and all liabilities, claims, costs, damages, and expenses (including, without limitation, attorney's fees) incurred by or against an Indemnitee arising out of or resulting from: (a) any claim that the Licensed Technology infringes or misappropriates any Intellectual Property Rights held by any third parties; (b) any claim for bodily injury or property damage resulting from use of the Licensed Technology; (c) any claim that the Improvements infringe any Intellectual Property Rights held by any third party; (d) any claim made by any of Licensor's or Licensor's Affiliates' creditors, shareholders or investors or (e) a breach of Licensor's representations and/or warranties hereunder. In connection with any legal claim hereunder, each Indemnitee may appoint its own counsel to represent its own interest at Licensor's expense.

**8. Limitation of Liability.** EXCEPT FOR LICENSOR'S BREACH OF SECTIONS 4.4 OR 6 OR OBLIGATIONS UNDER SECTION 7, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY LOSS OF PROFITS, OR FOR ANY SPECIAL, INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, REGARDLESS OF FORM OF ACTION, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL LICENSEE'S LIABILITY FOR DAMAGES UNDER THIS AGREEMENT EXCEED \$10,000. The provisions of this Section allocate the risks under this Agreement between Licensor and Licensee. The parties acknowledge and agree that this Agreement and the risk of commercialization Licensee is undertaking is predicated on the allocation of risk and the limitations of liability specified herein and these allocations and limitations are essential to the basis of the bargain of the parties.

  
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9. **Term and Termination of the Agreement.**

9.1 **Term.** This Agreement is effective as of the Effective Date, and unless terminated sooner as provided below, will continue in perpetuity.

9.2 **Termination for Convenience.** Licensee may terminate this Agreement for any reason immediately upon thirty (30) days' advanced written notice.

9.3 **Termination for Breach.** Licensee may terminate this Agreement due to Licensor's breach of this Agreement, which breach is not cured within thirty (30) days of written notice to Licensor of such breach.

9.4 **Bankruptcy.** The Parties agree that all Licensed Technology delivered pursuant to this Agreement and the documentation therefore constitute "intellectual property" under Section 101(35A) of the Code (11 U.S.C. section 101(35A)). Licensor agrees that if it, as a debtor-in-possession, or if a trustee in bankruptcy for Licensor, in a case under the Code, rejects this Agreement, Licensee may elect to retain its rights under this Agreement as provided in Section 365(n) of the Code. Licensee, and any intellectual property rights, licenses or assignments from Licensor of which Licensee may have the benefit, shall receive the full protection granted to Licensee by applicable bankruptcy law.

10. **Compliance with Laws.**

10.1 **Required Permits in Territory.** Licensor will at all times comply with all applicable laws and regulations in marketing and reselling the Software. Licensor will obtain all licenses and approvals required under and will otherwise comply with all laws of the Territory governing the importation or distribution of the Software into and throughout the Territory and will pay (and reimburse Licensee if it is required to pay) all related governmental charges and related expenses.

10.2 **Export Controls.** Licensor will comply with all applicable export and import control laws and regulations in its distribution of the Software including regulations of the United States Bureau of Industry and Security and other applicable agencies. Licensor will not, directly or indirectly, export or re-export, or knowingly permit the export or re-export of any Software to any country for which approval is required under the laws of the United States or any other country unless the appropriate export license or approval has first been obtained. Without limiting the generality of the foregoing, each party agrees that it does not intend to nor will it, directly or indirectly, engage in any export or re-export: (a) to any prohibited destination under U.S. export restrictions, or to any national of any such country, wherever located; (b) to any entity or individual who such party knows or has reason to know is engaging in the design, development or production of nuclear, chemical or biological weapons, or missile technology; or (c) to any entity or individual who has been prohibited from participating in U.S. export transactions by any federal agency of the U.S. Government, including the U.S. Department of Treasury's Office of Foreign Assets Control and the U.S. Bureau of Industry and Security. Licensor will provide Licensee with copies of all export registrations and filings with the United States government.

10.3 **Corrupt Practices.** Licensor will comply with the U.S. Foreign Corrupt Practices Act and will not use any payment or other benefit derived from Licensee to offer, promise or pay any money, gift or any other thing of value to any person for the purpose of influencing official actions or decisions affecting the Agreement.

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Page 7/17

**10.4 Boycott.** Licenser will use its best efforts to not, directly or indirectly, take any action that would cause Licensee to be in violation of United States anti-boycott laws under the United States Export Administration Act or the United States Internal Revenue Code, or any regulation thereunder. Licensee will work with Licenser to keep Licenser advised of any changes to the United States anti-boycott laws and regulations described above.

**10.5 Government Registration.** If any approval or registration of this Agreement ("Required Registrations") is required, either initially or at any time during the Term, in order to give the Agreement legal effect within any jurisdiction in the Territory, or with respect to exchange regulations or requirements so as to assure the right of remittance abroad of sums due to Licensee, Licenser agrees, at its sole expense, to take whatever steps may be necessary to secure such Required Registration, immediately and prior to commencing within any jurisdiction in the Territory any activities which are subject to such approval or registration.

**11. General Provisions.**

**11.1 Amendments.** This Agreement may be supplemented, amended, or modified only by the parties' mutual agreement in writing. No supplement, amendment, or modification to this Agreement will be binding unless it is in writing and signed by both parties.

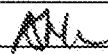
**11.2 Entire Agreement.** This Agreement and each Exhibit hereto as specified below constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter hereof and supersedes all prior and/or contemporaneous understandings or agreements of the parties. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty outside those expressly set forth in this Agreement.

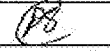
**11.3 Notices.** Any notice under this Agreement shall be considered to be given or transmitted when sent by certified mail, postage prepaid, addressed to the party for whom it is intended at its address of record as set forth on the first page hereof (subject to change as provided herein); by facsimile or email, which notice will be effective on computer confirmation of receipt; or by courier or messenger service, which notice will be effective on receipt by recipient as indicated on the carrier's receipt.

**11.4 No Waiver.** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by this Agreement will be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy will be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor will any waiver constitute a continuing waiver unless the writing so specifies.

**11.5 Headings.** The headings in this Agreement are included for convenience only and will affect neither the construction nor interpretation of any provision in this Agreement nor any of the rights or obligations of the parties to this Agreement.

**11.6 Governing Law and Choice of Forum.** The validity, construction, and performance of this Agreement shall be governed by the laws of the State of Delaware without application of its conflict of laws principles. The parties agree that the United Nations Convention or the International Sale of Goods shall not apply to this Agreement.

  
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11.7 Arbitration.

(a) *Forum and Procedures.* Subject only to Section 11.4, any claim, dispute or controversy of whatever nature arising out of or relating to the Agreement or the transaction contemplated hereby, including without limitation, any claim based on tort, contract or statute, or concerning the interpretation, effect, termination, validity, performance or breach of the Agreement, will be resolved by final and binding arbitration before a single arbitrator ("Arbitrator") selected from and administered by JAMS. The Arbitrator must be a person having substantial experience in the software industry. The arbitration will be conducted in accordance with the provisions of the Agreement and the then-existing Comprehensive Arbitration Rules and Procedures of JAMS regarding commercial or business disputes, and in the event of a conflict, the provisions of the Agreement will control. The arbitration hearing will be held in Washington, D.C. and conducted in the English language.

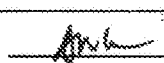
(b) *Authority of Arbitrator.* The Arbitrator is authorized to award damages subject to the limitations of liability set forth in the Agreement, and the parties expressly waive their right to obtain damages inconsistent with those limitations. The Arbitrator is authorized to grant any temporary, preliminary or permanent equitable remedy or relief the Arbitrator deems just and equitable and within the scope of the Agreement, including without limitation, an injunction or order for specific performance. The Arbitrator is not authorized to reform, modify or materially change the Agreement or any other agreements contemplated under the Agreement. The Arbitrator must construe and apply this Agreement in accordance with the laws of the State of Delaware without regard to that state's conflict of laws principles.

(c) *Arbitration Award.* The Arbitrator will, within fifteen (15) calendar days after the conclusion of the arbitration hearing, issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The award will be final and binding on the parties, and judgment on the award may be entered in any court of competent jurisdiction.

(d) *License Fees and Costs of Arbitration.* The Arbitrator is authorized to determine whether a party is the prevailing party, and if so, to award to that prevailing party reimbursement for its reasonable attorneys' fees, costs and disbursements (including, for example, expert witness fees and expenses, photocopy charges, travel expenses, etc.) and the fees and costs of the Arbitrator.

(e) *Waiver of Rights.* BY AGREEING TO THESE BINDING ARBITRATION PROVISIONS, THE PARTIES UNDERSTAND THAT THEY ARE WAIVING CERTAIN RIGHTS AND PROTECTIONS THAT MAY OTHERWISE BE AVAILABLE WERE A CLAIM BETWEEN THE PARTIES DETERMINED BY LITIGATION IN COURT, INCLUDING WITHOUT LIMITATION, THE RIGHT TO A JURY TRIAL, CERTAIN RIGHTS OF APPEAL AND A RIGHT TO INVOKE FORMAL RULES OF PROCEDURE AND EVIDENCE.

11.8 Attorneys' Fees. In any proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or otherwise) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be awarded reasonable attorneys' fees, together with any costs and expenses, to resolve the dispute and to enforce the final judgment.

  
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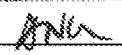
  
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**11.9 Severability.** In the event that any provision of this Agreement contravenes or violates any applicable law of any state or country in which this Agreement is effective, such provision will be construed and enforced to the maximum extent possible within such law and/or deemed amended to reflect the intent of the parties to the extent that such law is contravened and will not affect any other provision of this Agreement.

**11.10 Assignment.** This Agreement shall be binding upon, inure to the benefit of, and be assignable to the successors and assigns of Licensee. This Agreement may not be assigned by Licensor without the prior consent of Licensee, and any such purported assignment shall be null and void and be of no force and effect.

**11.11 Relationship of the Parties.** This Agreement does not constitute a partnership agreement, nor does it create a joint venture or agency relationship between the Parties. Each of the parties shall be deemed independent contractors, and neither Party shall hold itself out in a manner contrary to the terms of this Section.

**11.12 Counterparts.** This Agreement may be executed in two (2) counterparts, and each such counterpart will be deemed an original of this Agreement.

  
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IN WITNESS WHEREOF, Licensors and Licensee have caused this Agreement to be executed by their respective duly authorized officers on the dates and at the places indicated below.

Date: \_\_\_\_\_

[Licensor]

By: Paul Sribhagwan

Name: PAUL SRIBHAGWAN

Date: JANUARY 31, 2014

[Licensee]

By: Asim Khan

Name: ASIM KHAN

[Signature]

WITNESS: ZUBAIR NIZAM

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