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(iii) any trade secrets relating to the Deliverables; and

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#### 6. TERM AND TERMINATION.

6.1 The licenses granted hereunder are perpetual unless terminated earlier as specified herein. Licensee may terminate this Agreement at any time and for any reason upon the provision of written notice to Leadbacker. Without prejudice to any other right or remedy which may be available to it, Leadbacker shall be entitled to terminate this Agreement, upon the provision of written notice to Licensee, if Licensee:

- (i) ceases the development, distribution and/or support of Licensee’s Product and/or Licensee’s Software;
- (ii) commits a material breach of any term hereof that is incapable of cure, including but not limited to an assignment or attempted assignment in violation of Section 9.1 hereof, and/or a material breach of any term hereof that is capable of cure but remains uncured fifteen (15) days after notice from Leadbacker to Licensee of the existence of such breach;
- (iii) makes any voluntary arrangement with its creditors for the general settlement of its debts or becomes subject to the supervision of a bankruptcy tribunal; and/or
- (iv) has an order made against it, or passes a resolution, for its winding-up or has a lien holder take possession or has a receiver or similar officer appointed over all or substantially all of its property or assets.

6.2 Upon termination of this Agreement for any reason, Licensee agrees to immediately cease use of, and to return or destroy, at Leadbacker's sole option, the Proprietary Deliverables, all Derivatives thereof and any other Confidential Information of Leadbacker or its licensors in Licensee's possession, custody or control, together with all copies and merged portions in any form, including but not limited to deletion of the foregoing from Licensee's computers, and to certify such return or destruction in writing. Notwithstanding anything to the contrary contained herein, the provisions of Sections 1, 2.1, 2.4, 2.5 and 3 through 9 shall survive any termination of this Agreement.

## 7. EXPORT.

The Deliverables and Confidential Information are, inter alia, subject to EU export control laws and regulations, and may be subject to export or import regulations in other countries. Licensee agrees that it will not export, re-export or transfer the Deliverables, Derivatives, Confidential Information or any products developed with or utilizing the Deliverables, Derivatives or Confidential Information, in violation of any applicable laws or regulations of the United States or the country where the Deliverables or Confidential Information were obtained. Licensee is responsible for obtaining any licenses or authorizations required for Licensee to export, reexport, transfer or import the Deliverables, Derivatives and Confidential Information. In addition to the above, the Deliverables, Derivatives and Confidential Information may not, in the absence of authorization by EU and local law and regulations, as required, be used by or exported or reexported to

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(ii) any person, entity, organization or other party identified on the EU Department of Commerce's Denied Persons or Entity List, the EU Department of Treasury's Specially Designated Nationals or Blocked Persons List, or

(iii) any party engaged in nuclear, chemical/biological weapons or missile proliferation activities.

## 8. UNITED STATES GOVERNMENT RESTRICTED RIGHTS AND FCC REQUIREMENTS.

8.1 The Deliverables are "Commercial Items(s)" as defined in 48 C.F.R. § 2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," as such terms are used in 48 C.F.R. § 12.212 or 48 C.F.R. § 227.7202, as applicable.

(a) only as Commercial Items and

(b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein.

### §1 General description

a. The host product uses authorized code only for operation of the application. Authorized code are made available by Leadbacker on secure communication channels.

b. The host product manufacturer will not modify the code.

c. The configuration of the code when installed into the host product must be within the authorization at all times and cannot be changed to include unauthorized modes of



operation through accessible interfaces of the host product.

## §2 Third party access control

(1) The product is protected from being easily modified by third parties\* to configure unauthorized modes of operation for the code.

\*“third parties” are coders, professional developers, and end users. Key users may connect the host product with other applications. Professional installers are responsible for putting the end product into operation. End-user is the party using the end-product.

(2) The product which is installed does not provide any interface to third parties to upload any unauthorized code and prevents third parties from making unauthorized changes to all or parts of the software.

## §3 User Configuration Guide

(1) The product does not provide any interface to enter configuration parameters into the product that exceeds those authorized.

(2) The product will have a regional setting that is compliant with authorized EU / US modes and the product does not provide any type of user interface that makes it possible for third parties to change the regional setting to unauthorized modes.

## 9. MISCELLANEOUS.

9.1 Licensee shall not assign or otherwise transfer this Agreement or any of its rights and obligations hereunder, whether in whole or in part, including by operation of law, without the

prior written consent of an authorized signatory of Leadbacker. This Agreement will bind and inure to the benefit of the parties and any permitted successors and assigns.

9.2 Licensee hereby acknowledges that its breach of this Agreement may cause irreparable harm and significant injury to Leadbacker or its licensors in an amount that may be difficult to ascertain and for which a remedy at law may be inadequate. Accordingly, Licensee agrees that, in addition to any other rights and remedies it may have, Leadbacker shall have the right to seek injunctive relief in any court of competent jurisdiction to enforce Licensee's obligations under this Agreement.

9.3 Except where otherwise expressly provided under this Agreement (e.g. Sec. 7. and 8.), this Agreement shall be construed and governed by the laws of Austria, including its conflict of laws rules. The parties hereto consent to the jurisdiction of all the courts of Vienna, Austria. The parties exclude in its entirety the application to this agreement of the united nations convention on contracts for the international sale of goods.

9.4 When any notice is required or authorized hereunder, such notice shall be given in writing by recognized delivery service or personal delivery addressed to the other party. Notices shall be sent to the parties at their respective addresses set forth in the introductory paragraph of this Agreement and at [info@Leadbacker.com](mailto:info@Leadbacker.com) Attn: Legal Department / CEO. Either party may change the address for notice hereunder by providing the other party with written notice thereof.

9.5 The original of this Agreement has been written in the English language, and the governing language of this Agreement shall be English. Licensee hereby waives and agrees not to assert any right to have this Agreement written in

the language of Licensee's place of residence if other than English.

9.6 A waiver of any default hereunder or of any of the terms or conditions of this Agreement shall not be deemed to be a continuing waiver or a waiver of any other default or of any other term or condition but shall apply solely to the instance to which such waiver is directed. The exercise of any right or remedy provided in this Agreement shall be without prejudice to the right to exercise any other right or remedy provided by law or equity, except as expressly limited by this Agreement.

9.7 In the event any provision of this Agreement is found to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired, and a valid, legal and enforceable provision of similar intent and effect shall be substituted for such invalid, illegal or unenforceable provision.

9.8 This Agreement constitutes the entire agreement between the parties with respect to the license of the Deliverables and Derivatives and supersedes and terminates all other prior and/or contemporaneous verbal and/or written agreements and understandings with respect thereto. Except with respect to modifications made by Leadbacker to Exhibit A pursuant to Section 1.3 hereof, no modifications to this Agreement shall be enforceable except when in writing and signed by an authorized signatory of each party.

9.9 This Agreement may be executed in counterparts, each of which shall be deemed an original and together which shall constitute one and the same instrument. The parties agree that a facsimile or scanned copy of a signed

counterpart shall be as effective and have the same force and effect as an original paper copy thereof.

## EXHIBIT A

## OPEN SOURCE AND THIRD-PARTY DELIVERABLES LICENSE TERMS

## I. Open-Source Deliverables:

The GPL Deliverables are provided to Licensee under the terms of the General Public License version 2 (the “GPL”), and any use of such GPL Deliverables shall comply with the terms and conditions of the GPL.

## II. Third Party Deliverables:

## 1) WAPI Deliverables

The WAPI Deliverables are provided under the terms of this Agreement. WAPI Deliverables and Derivatives may be distributed to Licensee’s end users only in object code format, and only provided that Licensee has obtained an appropriate patent license from IWNCOMM.

Under no circumstances can the WAPI Deliverable or Derivatives be made Open-Source licensed.

## 2) NXP Deliverables

## a) Specific terms for different product categories

For wireless LAN embedded client and NXP Mobile Hotspot solutions (NXP Product):

NXP’s proprietary reference design, firmware, NXP Wireless utility, WPS application, wireless LAN API, and manufacturing tools shall constitute Proprietary Deliverables.

Any changes to the WPA supplicant are released under NXP proprietary license.

The wireless driver may also be provided under GPL or under a BSD-style Open-Source license. Other Deliverables may be provided under GPL and will be identified in the Deliverables as such by means of a README file, header, or other commonly used method of informing licensees of the applicable license.

The remaining Deliverables, including Windows drivers, shall constitute “Proprietary Deliverables” hereunder.

The GPL Deliverables will be provided to Licensee in source code form, the firmware portion of the Proprietary Deliverables will be provided in binary or executable form, and the remaining Proprietary Deliverables will be provided in, at NXP’s sole discretion, source code and/or binary or executable form.

For wireless LAN 802.11 AP solutions (NXP Product):

NXP’s proprietary reference design, AP firmware, wireless driver, operating system-specific board support packages, U-Boot monitor, hostapd, manufacturing tools and wireless LAN GUI command code for the NXP Product, together with any associated documentation and materials, in any form or media, provided by NXP to Licensee pursuant to this Agreement.



#### For Bluetooth Solutions:

Firmware either as standalone BT solution or as part of a multi-function firmware will be provided under proprietary license.

BlueZ stack is an official Linux Bluetooth protocol stack. It is an Open-Source project distributed under GNU General Public License (GPL). BlueZ kernel is part of the official Linux kernel since version 2.4.6. <http://www.bluez.org/>

Bluedroid stack is an official Android Bluetooth protocol stack. It is an Android Open System Project (AOSP). Reference the Open-Source Android operating system license (Apache v. 2.0).

NXP BT stack is provided as a binary only deliverable under the NXP proprietary license.

#### For FM Solutions:

Firmware either as standalone FM solution or as part of a multi-function firmware will be provided under proprietary license.

The FM driver and applications will be provided either as proprietary or GPL deliverable depending on the platform / operating system.

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#### For Near Field Communications (NFC) deliverables:

Driver – as per current WLAN licensing model of Dual-license of GPL v2 or NXP proprietary

Firmware – as per current WLAN licensing model of NXP proprietary Android framework changes - as per current WLAN licensing model of Apache Any NFC application – NXP proprietary

Android/Google TV framework changes or applications for all deliverables:

Provided under Apache 2.0 for existing Android Framework files.

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