SOURCE CODE LICENSE AGREEMENT

This Agreement (this "Agreement") is made as of _____, 2022, (the "Effective Date") by and between Codemesh, Inc., a Delaware corporation with a principal place of business at P.O. Box 3410, Westport, Massachusetts 02790, USA ("Codemesh") and _____ ("Licensee").

RECITALS

Codemesh is the owner of certain computer Software (as defined below) described on Exhibit A, which is licensed to Licensee under a separate license agreement (the "Product License Agreement").

Codemesh desires to grant to Licensee, and Licensee desires to acquire from Codemesh, a nonexclusive license to use the Software Source Code (as defined below) solely as set forth herein.

In consideration of the mutual covenants contained herein, the parties agree as follows:

1. **DEFINITIONS**

    1.1.   "Improvements" shall have the meaning set forth in Section 2.4(c).

    1.2.   "Software" means the computer programs described in Schedule A, in object code form, which has been licensed to Licensee under the Product License Agreement.

    1.3.   "Source Code" means the human readable form of programming code for the Software and related system documentation, including all comments and build instructions.

2. **LICENSE GRANT; RESTRICTIONS; OWNERSHIP**

    2.1.   Grant of Rights.   Provided Licensee performs its obligations hereunder, Codemesh hereby grants Licensee a nonexclusive, nontransferable license, solely within the United States, Canada, and the European Union, to use (for internal purposes only) and modify the Source Code solely for the purpose of modifying (including creating additional platform and compiler ports, and modifying functionality), maintaining, de-bugging, and supporting the Software.

    2.2.   Copies. Licensee may make a reasonable number of copies of the Source Code solely for archival, backup, disaster recovery, internal demonstration, testing, and training purposes.

    2.3.   Restrictions.   Licensee may use the Source Code only as expressly authorized under this Agreement.   Without limiting the generality of the foregoing, Licensee shall

not (i) disclose the Source Code to any third party, or (ii) permit others to: use, modify, copy, or otherwise reproduce the Source Code in whole or in part. Licensee shall comply with all the provisions of the Product License Agreement with respect to its use of the Software. Subject to Codemesh's prior written approval, Licensee may engage contractors who have signed non-disclosure agreements with Licensee protecting the confidentiality of the Source Code to assist Licensee in modifying the Source Code.

2.4.   <u>Proprietary Rights and Notices</u>.

(a)   Codemesh and its licensors, where applicable, shall retain sole and exclusive ownership of all right, title, and interest in and to the Software and the Source Code, including all copyright and any other intellectual property rights. This Agreement conveys a license to use the Source Code and shall not be construed as conveying title to the Source Code to Licensee. All rights in and to the Source Code not expressly granted to Licensee are reserved by Codemesh.

(b)   Licensee shall not remove or modify any copyright, trademark, or other proprietary notices of Codemesh affixed to the media containing the Source Code or contained within the Source Code (for example, in "About" or other splash screens). Licensee shall reproduce all such copyright, trademark, and other proprietary notices on any and all copies of the Source Code made by Licensee in accordance with this Agreement.

(c)   Codemesh shall retain all right, title and interest in any modifications, improvements, and/or derivative works of the Software made by Licensee using the Source Code (collectively "Improvements"). Licensee shall promptly notify Codemesh of any such Improvements made by or on behalf of Licensee, and hereby assigns all rights, including but not limited to all rights of copyright, in and to the Improvements to Codemesh. Licensee shall execute any documents necessary to effect such assignment of rights in any Improvements created by or on behalf of Licensee, and hereby irrevocably appoints Codemesh and its duly authorized officers and agents, as Licensee's agents and attorneys-in-fact to execute and file any documents and to do all other lawfully permitted acts in order to perfect such assignment of rights hereunder.

(d)   Codemesh grants Licensee a nonexclusive license under the same terms and conditions set forth in this Section 2 for any Improvements directly related to the Software. To the extent Licensee has the right to distribute the Software under the Product License Agreement it shall have the right to distribute such Improvements (but not the Source Code) in conjunction with the Software. Notwithstanding the foregoing, any such Improvements shall not conflict with or be identified in the same or similar manner as such Software, including but not limited to use of Codemesh's trademarks or the prefix set forth in Exhibit A.

(e) If Codemesh files a voluntary petition in bankruptcy, makes a general assignment for the benefit of its creditors, suffers or permits the appointment of a trustee or receiver for its business assets, becomes subject to any proceeding under any bankruptcy or insolvency law which is either consented to by such party or is not dismissed within sixty (60) days, initiates actions to wind up or liquidate its business voluntarily or otherwise, or ceases to do business in the ordinary course, Licensee shall have the right to continue to use the Source Code solely according to the terms of the license set forth herein.

3. **DELIVERY**

Codemesh shall deliver a snapshot of the most current Source Code to Licensee, in an electronic format to be mutually agreed upon by the parties, upon signature of this Agreement.

4. **FEES**

Licensee shall pay Codemesh a one-time Source Code license fee of one thousand dollars ($1,000.) payable upon full execution of this Agreement.

5. **MAINTENANCE**

Licensee shall pay Codemesh an annual Source Code license maintenance fee of six hundred dollars ($600.) payable upon the anniversary of full execution of this Agreement. If Licensee lets maintenance lapse for one year or longer, regaining access to updated Source Code shall require payment of any skipped Maintenance fees.

6. **CONFIDENTIAL INFORMATION**

Each party shall retain in confidence all non-public information and know-how disclosed pursuant to this Agreement, whether oral or in writing, that is either designated as proprietary and/or confidential or, by the nature of the circumstances surrounding disclosure, should in good faith be treated as proprietary and/or confidential, including without limitation information regarding the other party's research and development and business affairs (collectively, "Confidential Information"), provided that the parties may disclose Confidential Information on a need to know basis to (a) their approved (as set forth in Section 2.3) consultants who agree in writing to be bound by these non-disclosure obligations, and (b) their employees. Each party shall use at least the same degree of care in safeguarding the other party's Confidential Information as it uses in safeguarding its own Confidential Information, subject to a minimum standard of reasonable diligence and protection. The parties' obligations of non-disclosure under this Agreement shall not apply to Confidential Information which the receiving party can demonstrate: (i) is or becomes a matter of public knowledge through no fault of the receiving party; (ii) was or becomes available to the receiving party on a non-confidential basis from a third party, provided that such third party is not bound by an obligation of confidentiality to the disclosing party with respect to such Confidential Information; or (iii) is required to be disclosed to comply with applicable laws or regulations, or with a valid order of a court or other

governmental body of the United States or any political subdivisions thereof, but only to the extent and for the purposes of such required disclosure and provided that the party required to disclose such information promptly notifies the other party in order to provide it an opportunity to seek a protective order.

7.   **CODEMESH'S REPRESENTATIONS AND WARRANTIES**

7.1.   <u>Warranty of Authority</u>. Codemesh represents and warrants that it has the right and authority to grant to Licensee the rights and licenses set forth herein.

7.2.   <u>Source Code Warranties</u>.   Codemesh warrants that as of the date of this Agreement, the Source Code does not infringe any patents, copyrights, trademarks, trade secrets or other proprietary right of any kind of any third party, nor has any claim (whether or not embodied in an action, past or present) of such infringement been threatened or asserted, nor is such a claim pending against Codemesh (or insofar as Codemesh is aware, any entity from which Codemesh has obtained such rights).

7.3.   <u>Codemesh's Obligations in the Event of Infringement Claims</u>. In the event that any claim of infringement under Section 7.2 is, or in Codemesh's judgment is likely to be, substantiated, Codemesh will use best efforts to achieve either of the following remedies, at its option and expense:

(a)   obtain the right for Licensee to continue using the Source Code upon commercially reasonable terms; or

(b)   modify the Source Code to avoid such infringement without materially impairing its functionality.

THE OBLIGATIONS SET FORTH ABOVE SHALL BE CODEMESH'S SOLE OBLIGATIONS AND LICENSEE'S SOLE REMEDY WITH RESPECT TO ANY SUCH INFRINGEMENT CLAIMS.

7.4.   <u>Limitations</u>. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 7.2, THE SOURCE CODE IS PROVIDED TO LICENSEE "AS IS" AND CODEMESH MAKES NO WARRANTIES AS TO THE PERFORMANCE OF THE SOURCE CODE EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

CODEMESH SHALL NOT BE LIABLE FOR ANY DAMAGES SUFFERED BY LICENSEE OR ANY THIRD PARTY AS A RESULT OF USING OR MODIFYING THE SOURCE CODE OR USING ANY MODIFIED VERSION OF THE SOURCE CODE OR SOFTWARE. IN NO EVENT SHALL CODEMESH BE LIABLE FOR DAMAGES, DIRECT OR INDIRECT, INCLUDING PERSONAL INJURY, INCIDENTAL OR CONSEQUENTIAL DAMAGES SUCH AS INTERRUPTION OF BUSINESS, LOSS OF DATA OR LOSS OF PRODUCTIVITY, SUFFERED BY LICENSEE OR ANY THIRD PARTY, INCLUDING END

USERS, CLAIMING BREACH OF WARRANTY OR BREACH OF CONTRACT, NEGLIGENCE, OR ANY OTHER LEGAL GROUND OF ACTION.

IN THE EVENT ANY OF THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT BE ENFORCED, CODEMESH'S LIABILITY SHALL NOT EXCEED THE AMOUNT PAID BY LICENSEE TO CODEMESH AS SET FORTH IN SECTION 4 ABOVE.

8. **TERM AND TERMINATION**

8.1. <u>Term</u>. This Agreement will commence on the Effective Date and, unless terminated as provided below, shall continue for the period Licensee is paying for support and maintenance under the Product License Agreement and maintenance under the Source Code License Agreement.

8.2. <u>Termination</u>.

(a) Either party may terminate this Agreement in the event of a material breach of this Agreement by the other party which is not cured within thirty (30) days after its receipt of written notice thereof from the non-breaching party, or immediately upon notice if the Product License Agreement is terminated.

(b) Codemesh may terminate this Agreement if Licensee files a voluntary petition in bankruptcy, makes a general assignment for the benefit of its creditors, suffers or permits the appointment of a trustee or receiver for its business assets, becomes subject to any proceeding under any bankruptcy or insolvency law which is either consented to by Licensee or is not dismissed within sixty (60) days, initiates actions to wind up or liquidate its business voluntarily or otherwise, or ceases to do business in the ordinary course.

(c) Licensee may terminate this Agreement upon thirty (30) days written notice to Codemesh.

8.3. <u>Effect of Termination</u>. Upon termination or expiration of this Agreement:

(a) Termination shall not affect any pre-termination obligations of either party under this Agreement, and any termination is without prejudice to the enforcement of any undischarged obligations existing at the time of termination. Within ten (10) calendar days after termination of this Agreement, Licensee shall either deliver to Codemesh all copies of the Source Code in its possession, or destroy all such copies of the Source Code.

(b) Except as otherwise provided in this Agreement, each party shall return all of the other party's Confidential Information to such party (or destroy such Confidential Information, at the disclosing party's option).

(c)   Licensee shall certify in writing to Codemesh its compliance with the foregoing Sections 10.3(a) and 10.3(b), as applicable.

(d)   Sections 6, 7, 8.3(d), and 9 shall survive any termination or expiration of this Agreement.

9.   **GENERAL**

9.1.   <u>Assignment</u>. This Agreement and the license granted hereunder may not be assigned, sublicensed, or otherwise transferred by the Licensee, without the prior written consent of Codemesh.

9.2.   <u>Notices</u>. All notices given pursuant to this Agreement shall be in writing sent by certified or registered mail (return receipt requested) or commercial express courier (with tracking capabilities), and shall be deemed effective upon receipt. All such notices shall be sent to the following addresses (which may be changed by notice given in accordance with this Section):

If to Codemesh: Alexander Krapf
                         Codemesh, Inc.
                         P.O. Box 3410
                         Westport, MA 02790

With a copy to: Day Pitney LLP
                         Attn: Peter Katz, Esq.
                         One Federal Street
                         Boston, MA 02110

If to Licensee:

9.3.   <u>Independent Contractor Status</u>. The parties are independent contractors under this Agreement, and nothing herein shall be construed to create a partnership, joint venture, employment, or agency relationship between them.

9.4.   <u>Compliance with Laws</u>. Each party agrees to comply with all applicable laws, rules, regulations, orders, and ordinances of the United States and in any other state or country with jurisdiction over the party or party's activities in performance of its obligations hereunder, including without limitation all applicable import or export regulations and all licensing or permitting requirements.

9.5.   Severability.   If any provision of this Agreement is declared void, illegal, or unenforceable, the remainder of this Agreement will be valid and enforceable to the extent permitted by applicable law.   In such event, the parties agree to use their best efforts to replace the invalid or unenforceable provision by a provision that achieves the purpose originally intended.

9.6.   Waivers. No waiver of any provision of this Agreement shall be effective unless set forth in a writing signed by the waiving party. Any failure by either party to enforce any term or condition under this Agreement will not be considered a waiver of that party's right thereafter to enforce each and every term and condition of this Agreement.

9.7.   Force Majeure. Neither party will be responsible for delays resulting from acts beyond the reasonable control of such party, provided that the nonperforming party uses commercially reasonable efforts to avoid or remove such causes of nonperformance and continues performance hereunder with reasonable dispatch as soon as such causes are removed.

9.8.   Governing Law.   This Agreement will be governed by and construed in accordance with the laws, and in the state and federal courts, of the Commonwealth of Massachusetts without regard to its conflict of laws provisions. Both parties consent to the exclusive personal jurisdiction of, and waive any objections to the venue of, such courts.

9.9.   Entire Agreement.   This Agreement, together with all Exhibits, constitutes the entire agreement between the parties and supersedes all previous discussions, representations, and understandings related to the subject matter of this Agreement (excluding the Product License Agreement, which shall remain in full force and effect) and cannot be altered except in a writing signed by both parties. No purchase order shall supersede this Agreement.

9.10.   Counterparts. This Agreement may be executed in counterparts, each of which will be deemed to be an original and all of which together will be deemed to be one and the same instrument.

The parties have caused this Agreement to be executed by their respective duly authorized representatives as of the Effective Date.

CODEMESH, INC.   LICENSEE

By:_____   By: _____
                (Signature)   (Signature)

Name: _____   Name: _____

Title: _____   Title: _____

Date: _____   Date: _____

SCHEDULE A

<u>Description of Software</u>