

SOFTWARE LICENSE AGREEMENT

This Software License Agreement (“**Agreement**”) is entered into by and between EnHelix, Inc., a corporation organized and existing under the law of the State of Delaware (“**Licensor**”) and the individual or corporation named on the signature page hereto (“**Licensee**”), (individually a “**Party**” and collectively the “**Parties**,”) effective as of the installation of the Software (defined below) and clicking on “I agree to the Terms and Conditions.” In consideration of the matters described above, and of the mutual benefits and obligations set forth in this Agreement, the Parties agree to the following:

AGREEMENT

1. **Purpose.** Licensor has developed certain computer programs, namely, Software License Agreement for EnHelix Aptinium SDK (“**Software**”) and desires to grant Licensee a license to use the Software. Licensee wishes to use the Software under the conditions set forth in this Agreement.

2. **License.** Licensor grants Licensee a non-exclusive, non-transferable, non-profitable license to (1) use the Software for its internal operations and (2) copy the Software for archival or backup purposes only, provided that all titles, trademarks, and copyright, proprietary and restricted rights notices shall be reproduced in all such copies, and that all copies shall be subject to the terms of this Agreement.

3. **Distribution.** Except as explicitly provided herein, Licensee shall not: (1) make available nor distribute all or part of the Software to any third party by assignment, sublicense, or by any other means; (2) reproduce, redistribute, copy, adapt, reverse engineer, decompile, disassemble, or modify, in whole or in part, any of the Software; or (3) use the Software to operate in or as a time-sharing, outsourcing, or service bureau environment, or in any way allow third party access to the Software.

4. **Intellectual Property Rights.** Licensee acknowledges and agrees that the copyright, patent, trade secret, and all other intellectual property rights of whatever nature in the Software is and shall remain the property of Licensor, and nothing in this Agreement should be construed as transferring any aspects of such rights to Licensee or any third party.

5. **Confidential Information.** “**Confidential Information**” shall mean the Software and terms and conditions of this Agreement. Licensee acknowledges the confidential and proprietary nature of the Confidential Information and agrees that it shall not reveal or disclose any Confidential Information for any purpose to any other person, firm, corporation, or other entity, other than Licensee's employees with a need to know such Confidential Information to perform employment responsibilities consistent with Licensee's rights under this Agreement. Licensee shall safeguard and protect the Confidential Information from theft, piracy, or unauthorized access in a manner at least consistent with the protections Licensee uses to protect its own most confidential information. Licensee shall inform its employees of their obligations

under this Agreement, and shall take such steps as may be reasonable in the circumstances, or as may be reasonably requested by Licensor, to prevent any unauthorized disclosure, copying or use of the Confidential Information. Licensee acknowledges and agrees that in the event of the Licensee's breach of this Agreement, Licensor will suffer irreparable injuries not compensated by money damages and therefore shall not have an adequate remedy at law. Accordingly, Licensor shall be entitled to a preliminary and final injunction without the necessity of posting any bond or undertaking in connection therewith to prevent any further breach of these confidentiality obligations or further unauthorized use of Confidential Information. This remedy is separate and apart from any other remedy Licensor may have.

6. Unauthorized Disclosure. Licensee shall notify Licensor immediately upon discovery of any prohibited use or disclosure of the Confidential Information, or any other breach of these confidentiality obligations by Licensee, and shall fully cooperate with Licensor to help Licensor regain possession of the Confidential Information and prevent the further prohibited use or disclosure of the Confidential Information.

7. WARRANTY DISCLAIMER. SOFTWARE IS PROVIDED "AS IS." THE PARTIES AGREE THAT THE SOFTWARE'S FAILURE TO PERFORM IN ACCORDANCE WITH THE SPECIFICATIONS SHALL NOT BE CONSIDERED A FAILURE OF THE ESSENTIAL PURPOSE OF THE REMEDIES CONTAINED HEREIN. THE ENTIRE RISK OF THE SOFTWARE'S QUALITY AND PERFORMANCE IS WITH LICENSEE.

8. Indemnification. Licensor hereby indemnifies Licensee against any claim that the Software, furnished and used within the scope of this Agreement, infringes any registered copyright or patent, provided that: (1) Licensor is given prompt notice of the claim; (2) Licensor is given immediate and complete control over the defense and/or settlement of the claim, and Licensee fully cooperates with Licensor in such defense and/or settlement; (3) Licensee does not prejudice in any manner Licensor's conduct of such claim; and (4) the alleged infringement is not based upon the use of the Software in a manner prohibited under this Agreement, in a manner for which the Software was not designed, or in a manner not in accordance with the Specifications.

9. Survival of Covenants. All restrictive covenants contained in this Agreement shall survive the termination of this Agreement.

10. Termination by Breach. Licensor may terminate this Agreement and the License, without prejudice to any other remedy Licensor may have, immediately without further obligation to Licensee, in the event of (1) any breach by Licensee of this Agreement which cannot be remedied within twenty-four (24) hours of Licensor's notice to Licensee of the breach and Licensor's intent to terminate the License or (2) Licensee's making an assignment for the benefit of its creditors, the filing under any voluntary bankruptcy or insolvency law, under the reorganization or arrangement provisions of the United States Bankruptcy Code, or under the provisions of any law of like import in connection with Licensee, or the appointment of a trustee or receiver for Licensee or its property.

11. Termination by Remedy. Licensee may terminate the License, without prejudice to any other remedy Licensee may have, in the event of any material breach of this Agreement which is not remedied within 30 days of Licensee's notice to Licensor of the breach and Licensee's

intent to terminate the License. Termination shall not relieve Licensee's obligation to pay all amounts which are due and payable or which Licensee has agreed to pay.

12. Cessation of Use. Upon termination of this Agreement, Licensee shall cease using the Software and promptly return all copies of the Software and all other Confidential Information in its possession or control. Licensee shall delete all copies of such materials residing in- on- or off-line computer memory, and destroy all copies of such materials which also incorporate Licensee's Confidential Information. Licensor shall be entitled to enter the Location(s) to repossess and remove the Software and any other Confidential Information. Licensee shall, within 10 days from the effective date of the termination, certify in writing by an officer or director of the party that all copies of the Software have been returned, deleted and destroyed.

13. General Provisions.

13.1. Limitation of Liability. Licensor shall have no liability with respect to its obligations under this Agreement or otherwise for consequential, exemplary, special, incidental, or punitive damages even if Licensor has been advised of the possibility of such damages. In any event, the liability of Licensor to Licensee for any reason and upon any cause of action shall be limited to the lesser of the amount paid to Licensor under this Agreement or \$1.00. This limitation applies to all causes of action in the aggregate, including without limitation to breach of contract, breach of warranty, negligence, strict liability, misrepresentations, and other torts or civil actions.

13.2. Notices. All notices, consents, waivers or other communications required to be given under the provisions of this Agreement shall be in writing and shall be served personally or forwarded by certified mail, return receipt requested, upon or addressed to the Parties at the addresses set forth in the Recitals or to such other address as may be contained in a notice from either Party to the other given pursuant to this paragraph. Notice by certified mail shall be deemed to be given when received, or when receipt is refused.

13.3. Severability. If any paragraph of this Agreement or any portion thereof is determined to be unenforceable or invalid by the decision of any court by competent jurisdiction, which determination is not appealed or appealable, for any reason whatsoever, such unenforceability or invalidity shall not invalidate the whole Agreement, but the Agreement shall be construed as if it did not contain the particular provision held to be invalid and the rights and obligations of the parties shall be construed and enforced accordingly.

13.4. Amendments and Waivers. No modification of or amendment to this Agreement, nor any waiver of any rights hereunder, shall be effective unless in writing signed by the parties to this Agreement. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance.

13.5. Successors and Assigns. This Agreement may not be assigned by either Party without prior written consent of the other Party. Except for the prohibition on assignment contained in the preceding sentence, this Agreement shall be binding and inure to the benefit of heirs, successors, and assigns of the Parties hereto.

13.6. Attorney's Fees. In the event that any legal proceeding is brought to interpret or enforce any right or obligation under this Agreement, the Parties each agree to waive

their right to a jury trial. In addition, the prevailing Party shall recover its reasonable court costs and attorney fees from the non-prevailing Party. The Parties agree to make a good-faith effort at informal and/or formal settlement negotiations prior to filing of any lawsuit.

13.7. Entire Agreement. This instrument contains the entire and only agreement between the parties, and no oral statements or representations or prior written matter not contained in this instrument shall have any force and effect. This Agreement shall not be modified in any way except by a writing executed by both parties.