

## Software License Agreement

This Software License Agreement between Easy RFID Pro, a Fun Gear corporation with its principal place of business at 2575 Route 55, Poughquag NY and the LICENSEE

The parties agree to the terms of this agreement.

### 1. License Grant

1. **Software License.** Easy RFID Pro hereby grants to LICENSEE an non-exclusive, non-transferable, non-sublicensable, irrevocable license to use the Software during its paid subscription period.
2. **No Other Rights.** Easy RFID Pro reserves for itself all other rights and interest not explicitly granted under this agreement.
3. **Software.** "Software" means Easy RFID PRO APK File & Cloud Services described on the Easy RFID PRO website at [easyrfidpro.com](http://easyrfidpro.com)

### 2. Training and Support Services

1. **Training.** Easy RFID Pro shall, at Easy RFID Pro's expense, provide LICENSEE]'s employees with the initial training services necessary and desirable to operate the Software, via phone, video or email.
2. **Support**
  - a. **Initial Support.** Beginning on the activation day of the customers cloud account and APK file, and at Easy RFID Pro's own expense, Easy RFID Pro shall provide LICENSEE with
    - i. telephone or electronic support during Easy RFID Pro's normal business hours in order to help LICENSEE] locate and correct problems with the Software, and
    - ii. internet-based support system generally available seven days a week, twenty-four hours a day.
  - b. **Renewed Support.** After the initial [12] month support period, LICENSEE] may elect to renew Easy RFID Pro's support services under this paragraph [SUPPORT] for additional [12] month periods, at Easy RFID Pro's then-current service rates.

### 3. Updates and Maintenance Services

1. **Updates.** Easy RFID Pro shall provide LICENSEE], at Easy RFID Pro's sole expense, with all updates, modifications, and other changes Easy RFID Pro makes or adds to the Software and which Easy RFID Pro offers to other licensees of the Software. This excludes add on modules know as additional session within the application. Each Feature is considered a session. By way of example the ability to place an item on rent would be considered a session. To touch scan an item would be considered a separate session. Additional new sessions or add on modules will be available at the current published rate as they become available.
  2. **Fixes and Patches.** Easy RFID Pro shall provide LICENSEE], at Easy RFID Pro's sole expense, with bug fixes and code corrections to correct Software malfunctions and defects in order to bring the Software into substantial conformity with its operating specifications.
  3. **Exceptions.** Easy RFID Pro may, but will not be required to, provide these maintenance services if LICENSEE] has modified the Software or is in default.
4. **License Fees.** LICENSEE will pay Easy RFID Pro the published device license fee on a monthly or yearly basis. This fee schedule can be found at [easyrfidpro.com](http://easyrfidpro.com)
  5. **Taxes.** Payment amounts under this agreement do not include Taxes. LICENSEE will pay all Taxes applicable to payments between the parties under this agreement.
  6. **Interest on Late Payments.** Any amount not paid when due will bear interest from the due date until paid at a rate equal to [1]% per month ([12.68]% annually) or the maximum allowed by Law, whichever is less.

7. **Restricted Uses.** LICENSEE will not
  1. distribute, license, loan, or sell the Software or other content that is contained or displayed in it,
  2. modify, alter, or create any derivative works from the Software,
  3. reverse engineer, decompile, decode, decrypt, disassemble, or derive any source code from the Software,
  4. remove, alter, or obscure any copyright, trademark, or other proprietary rights notice on or in the Software.
8. **Permitted Uses**
  1. **Installation.** LICENSEE may install and use the Software solely for [personal or internal business use at the LICENSEE place of business.
  2. **Evaluation Use.** If LICENSEE has ordered an evaluation license, LICENSEE] may use the Software only for evaluation purposes and only during the applicable evaluation period.
9. **Term.** This agreement begins on upon installation of the software and will continue until terminated (the "useful life of the device or operating system end of life").
10. **Representations**
  1. **Mutual Representations**
    - a. **Existence.** The parties are corporations incorporated and existing under the laws of the jurisdictions of their respective incorporation.
    - b. **Authority and Capacity.** The parties have the authority and capacity to enter into this agreement.
    - c. **Execution and Delivery.** The parties have duly executed and delivered this agreement.
    - d. **Enforceability.** This agreement constitutes a legal, valid, and binding obligation, enforceable against the parties according to its terms.
    - e. **No Conflicts.** Neither party is under any restriction or obligation that the party could reasonably expect might affect the party's performance of its obligations under this agreement.
    - f. **No Breach.** Neither party's execution, delivery, or performance of its obligations under this agreement will breach or result in a default under
      - i. its articles, bylaws, or any unanimous shareholders agreement,
      - ii. any Law to which it is subject,
      - iii. any judgment, Order, or decree of any Governmental Authority to which it is subject, or
      - iv. any agreement to which it is a party or by which it is bound.
    - g. **Permits, Consents, and Other Authorizations.** Each party holds all Permits and other authorizations necessary to
      - i. own, lease, and operate its properties, and
      - ii. conduct its business as it is now carried on.
    - h. **No Disputes or Proceedings.** [Except as disclosed in the parties respective Disclosure Schedules] There are no Legal Proceedings pending, threatened, or foreseeable against either party, which would affect that party's ability to complete its obligations under this agreement.
    - i. **No Bankruptcy.** Neither party has taken or authorized any proceedings related to that party's bankruptcy, insolvency, liquidation, dissolution, or winding up.
  2. **Easy RFID Pro's Representations**
    - a. **Disclosure Schedule.** Easy RFID Pro's Disclosure Schedule lists any exceptions to its representations.
    - b. **Ownership of Intellectual Property.** [Except as disclosed in Easy RFID Pro's Disclosure Schedule] Easy RFID Pro

- i. is the owner of all Intellectual Property rights included in the Software and granted under in the [DELIVERABLE], and
  - ii. has the exclusive right to grant the software.
- c. **Maintenance of Intellectual Property.** Easy RFID Pro has properly maintained all its Intellectual Property rights licensed under the Easy RFID PRO Software, including paying all applicable registration and maintenance fees.
- d. **No Infringement.** [To Easy RFID Pro's Knowledge,] The Software does not infringe the Intellectual Property rights or other rights of any third party.
- e. **No Third Party Infringement.** [Except as disclosed in Easy RFID Pro's Disclosure Schedule] To Easy RFID Pro's Knowledge, no third party is infringing its Intellectual Property rights in the Software.

#### 11. No Warranty

- 1. **"As-Is"**. The [Licensed] Software is provided "as is," with all faults, defects, bugs, and errors.
- 2. **No Warranty.** Unless otherwise listed in this agreement,
  - a. Easy RFID Pro does not make any warranty regarding the [Licensed] Software, which includes that
  - b. ***Easy RFID Pro disclaims to the [fullest] extent authorized by Law any and all [other] warranties, whether express or implied, including any implied warranties of [title, non-infringement, quiet enjoyment, integration,] merchantability or fitness for a particular purpose.***

12. **Intellectual Property.** Easy RFID Pro will retain exclusive interest in and ownership of its Intellectual Property rights in and to the Software and expressly reserves all rights not expressly granted under this agreement.

13. **Compliance with Laws.** Each party will

- 1. comply with all applicable Laws [relating to [SUBJECT MATTER OF AGREEMENT]], and
- 2. notify the other party if it becomes aware of any non-compliance in connection with this section.

14. **Confidentiality Obligations.** The parties continue to be bound by the terms of the non-disclosure agreement between the parties

#### 15. Publicity

- 1. **Consent.** Neither party will use the other party's name, logo, or trademarks, or issue any press release or public announcement regarding this agreement, without the other party's written consent, unless specifically permitted under this agreement or required by Law.
- 2. **Cooperation.** The parties will cooperate to draft all appropriate press releases and other public announcements relating to the subject matter of this agreement and the relationship between the parties.
- 3. **No Unreasonable Delay.** The parties will not unreasonably withhold or delay their consent to press releases or public announcements.

#### 16. Termination

- 1. **Termination on Notice.** Easy RFID Pro may terminate this agreement for any reason on [30] Business Days' notice to the other party.
- 2. **Termination for Material Breach.** Easy RFID Pro may terminate this agreement with immediate effect by delivering notice of the termination to the other party, if
  - a. the other party fails to perform, has made or makes any inaccuracy in, or otherwise materially breaches, any of its obligations, covenants, or representations, and
  - b. the failure, inaccuracy, or breach continues for a period of [30] Business Days' after the injured party delivers notice to the breaching party reasonably detailing the breach.

## 17. Effect of Termination

1. **Payment Obligations.** On the expiration or termination of this agreement, each party shall
  - a. pay any amounts it owes to the other party, including payment obligations for services already rendered, work already performed, goods already delivered, or expenses already incurred, and
  - b. refund any payments received but not yet earned, including payments for services not rendered, work not performed, or goods not delivered, expenses forwarded.
2. **Termination of License Grant.** On the expiration or termination of this agreement the [DELIVERABLE] granted under this agreement will terminate with immediate effect.

## 18. Return of Property.

On termination or expiration of this agreement, or on Easy RFID Pro's request, LICENSEE] will

1. return to Easy RFID Pro all originals of the information and other property, including Intellectual Property, it received from Easy RFID Pro,
2. destroy all copies of such information and other property it has in its possession or control, and
3. on Easy RFID Pro's request, certify to Easy RFID Pro in writing that it destroyed all such copies.

## 19. Indemnification

1. **Indemnification by LICENSEE].** LICENSEE] (as an indemnifying party) shall indemnify Easy RFID Pro (as an indemnified party) against all losses and expenses in connection with any proceeding arising out of
  - a. LICENSEE]'s use of the Software, and
  - b. LICENSEE]'s unauthorized customization, modification, or other alterations to the Software, including claims that its customization, modification, or other alterations infringe a third party's Intellectual Property rights,
2. **Mutual Indemnification.** Each party (as an indemnifying party) shall indemnify the other (as an indemnified party) against all losses in connection with any proceeding arising out of the indemnifying party's willful misconduct or gross negligence.
3. **Notice and Failure to Notify**
  - a. **Notice Requirement.** Before bringing a claim for indemnification, the indemnified party shall
    - i. notify the indemnifying party of the indemnifiable proceeding, and
    - ii. deliver to the indemnifying party all legal pleadings and other documents reasonably necessary to indemnify or defend the indemnifiable proceeding.
  - b. **Failure to Notify.** If the indemnified party fails to notify the indemnifying party of the indemnifiable proceeding, the indemnifying will be relieved of its indemnification obligations to the extent it was prejudiced by the indemnified party's failure.
4. **Exclusive Remedy.** The parties' right to indemnification is the exclusive remedy available in connection with the indemnifiable proceedings described in this section [INDEMNIFICATION].

## 20. Limitation on Liability.

Neither party will be liable for breach-of-contract damages that are remote or speculative, or that the breaching party could not reasonably have foreseen on entry into this agreement.

## 21. General Provisions

1. **Entire Agreement.** The parties intend that this agreement, together with all attachments, schedules, exhibits, and other documents that both are referenced in this agreement and refer to this agreement,

- a. represent the final expression of the parties' intent relating to the subject matter of this agreement,
  - b. contain all the terms the parties agreed to relating to the subject matter, and
  - c. replace all of the parties' previous discussions, understandings, and agreements relating to the subject matter of this agreement.
2. **Counterparts**
  - a. **Signed in Counterparts.** This agreement may be signed in any number of counterparts.
  - b. **All Counterparts Original.** Each counterpart is an original.
  - c. **Counterparts Form One Document.** Together, all counterparts form one single document.
3. **Amendment.** This agreement can be amended only by a writing signed by both parties.
4. **Assignment.** Neither party may assign this agreement or any of their rights or obligations under this agreement without the other party's written consent.
5. **Notices**
  - a. **Method of Notice.** The parties will give all notices and communications between the parties in writing by (i) personal delivery, (ii) a nationally-recognized, next-day courier service, (iii) first-class registered or certified mail, postage prepaid to the address that a party has notified to be that party's address for the purposes of this section.
  - b. **Receipt of Notice.** A notice given under this agreement will be effective on
    - i. the other party's receipt of it, or
    - ii. if mailed, the earlier of the other party's receipt of it and the fifth business day after mailing it.
6. **Governing Law and Consent to Jurisdiction and Venue**
  - a. **Governing Law.** This agreement, and any dispute arising out of the Easy RFID PRO software, shall be governed by the laws of the State of New YORK.
  - b. **Consent to Jurisdiction.** Each party hereby irrevocably consents to the exclusive, jurisdiction and venue of any New York court located within Dutchess County, State of New York, in connection with any matter arising out of this agreement or the transactions contemplated under this agreement.
  - c. **Consent to Service.** Each party hereby irrevocably
    - i. agrees that process may be served on it in any manner authorized by the Laws of the State of New York, and
    - ii. waives any objection which it might otherwise have to service of process under the Laws of the State of New York.
7. **Dispute Resolution**
  - a. **Arbitration.** Any dispute or controversy arising out of this agreement and Easy RFID PRO software will be settled by arbitration in New YORK, according to the rules of the American Arbitration Association then in effect, and by 3 arbitrators[s].
  - b. **Judgment.** Judgment may be entered on the arbitrator's award in any court having jurisdiction.
  - c. **Arbitrator's Authority.** The arbitrator will not have the power to award any consequential damages.
8. **Waiver**
  - a. **Affirmative Waivers.** Neither party's failure or neglect to enforce any rights under this agreement will be deemed to be a waiver of that party's rights.
  - b. **Written Waivers.** A waiver or extension is only effective if it is in writing and signed by the party granting it.

- c. **No General Waivers.** A party's failure or neglect to enforce any of its rights under this agreement will not be deemed to be a waiver of that or any other of its rights.
  - d. **No Course of Dealing.** No single or partial exercise of any right or remedy will preclude any other or further exercise of any right or remedy.
9. **Severability.** If any part of this agreement is declared unenforceable or invalid, the remainder will continue to be valid and enforceable.