

Interception License

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constraints imposed by this Agreement, provided any and all derivative works are created to replace the original work for the purpose the work was originally intended.

5. Term and Termination

- (A) This Agreement shall commence as of date of Licensee's payment of the license's one time fee. Such date is the Effective Date and shall continue in full force and effect perpetually, unless either party provides written notice. This agreement will terminate a minimum of 30 days after written notice.
- (B) In the event that Licensee sells all of its assets to a third party, or otherwise ceases to exist in its current form, Licensor, at its discretion, may immediately terminate this Agreement.
- (C) Upon termination or expiration of the license granted under this Agreement by operation of law or otherwise, all rights, including the right to use the Work, privileges and obligations arising from this Agreement shall cease to exist.

6. Fees

Licensee agrees to pay Licensor a one time fee of 2,200.00 USD upon execution of this Agreement. Renewals or extensions of this Agreement are subject to additional fees, to be agreed upon by the Parties prior to renewal or extension. Licensee agrees to pay Licensor an hourly fee of 47.00 USD for the time Licensor will spend in providing assistance on usage and modifications of Work. Such assistance can be provided upon Licensee's request and is charged in advance.

7. Indemnification

- (A) Licensee shall fully indemnify, defend, and hold harmless Licensor from and against any and all claims, losses, damages, expenses, and liability — other than those for infringement, including without limitation, suits arising from offering, promoting, advertising, sale, or use by Licensee, or any of its authorized sublicenses, of the Work, whether or not such use conforms to standards set by Licensor, provided that such claim, loss, damage, expense, or liability does not arise from the negligence of Licensor.
- (B) Licensor has the right, but shall not be obligated, to obtain and maintain federal intellectual property registration of the Work. In the event that Licensee becomes aware of any claimed or alleged infringement of the Work by a third party, Licensee shall promptly advise Licensor in writing of the nature and extent of such infringement or dilution. Licensor has no

obligation to take any action whatsoever in the event that any infringement or dilution occurs with respect to the Work, but Licensor shall have the sole right to determine whether any action shall be taken. In the event Licensor sues or takes other action, legal, equitable, administrative, or otherwise, to stop an infringement or dilution of the Work, Licensee shall cooperate fully with Licensor. Licensee has no right to enforce the Work through litigation without prior written authorization of Licensor. In any legal action arising from use, or ownership rights of the Work, where both Licensor and Licensee are co-parties, Licensor retains the right to control the litigation, including any and all settlement negotiations.

8. Assignment

This Agreement (including, without limitation, the license granted hereunder) is personal to Licensee and shall not be assigned or transferred by Licensee, including, without limitation, by operation of law, except that, and only with prompt written notice to Licensor, the Agreement may be transferred to a purchaser of all or substantially all of the assets of Licensee. Any attempt on the part of Licensee to assign, sub-license, or transfer Licensee's rights under this Agreement, except as provided herein, shall be invalid and void. Licensor shall have the right to assign and/or license its rights and obligations under this Agreement and all its right, title and interest in the Work without the consent of Licensee.

9. Arbitration and Governing Law

All disputes arising from the terms of this Agreement may be subjected to binding arbitration upon consent of both parties, with one arbitrator selected by each party, and a third arbitrator selected by the two chosen arbitrators. This Agreement shall be governed by and construed in accordance with the laws of State of Residence without regard to the conflicts of laws rules thereof and any arbitration shall be brought in State of Arbitration using Laws of Arbitration laws.

10. Independent Business Relationship

Licensor and Licensee are independent entities and are not and shall not be construed as joint venturers, partners, employer/employee, or agents of the other, and neither shall have the power to bind or obligate the other, except as set forth in this Agreement.

11. Miscellaneous

- (A) This Agreement constitutes the entire agreement and understanding of the Licensor and Licensee with respect to the subject matter hereof, superseding any and all prior agreements, understandings, negotiations, and discussions. No amendment, alteration, modification, or waiver of this Agreement shall be binding unless evidenced by an instrument in writing signed by the party against whom enforcement thereof is sought.
- (B) If any provision of this Agreement, or the application of such provision to any person or circumstance shall be held invalid, the remainder of this Agreement, or the application of such provisions to any other persons or circumstances, shall not be affected thereby.
- (C) This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document.

12. Licensor Contact Information

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IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

Appendix A

The “Work” embodies all source code of Interception, including source code of drivers, installers, libraries, all of their derivatives and any executable code that’s produced from them, as well as sources provided for miscellaneous purposes (documentation, build scripts, etc).

Currently, Interception’s source code is composed of:

1. Source code for the necessary drivers.
2. Source code for a command line installer of the drivers.
3. Source code for a dynamic library that install the drivers.
4. Source code for the Interception library that communicates with the drivers.
5. Other miscellaneous sources for documentation and other purposes.