

COPPERLAN LICENSE AGREEMENT

This COPPERLAN LICENSE AGREEMENT (hereinafter referred to as "**AGREEMENT**") dated as of the EFFECTIVE DATE (as hereinafter defined) is made and entered

by and between

COMPANY NAME:

ADDRESS:

CITY/STATE:

ZIP/POSTAL CODE:

COUNTRY:

hereinafter referred to as "**LICENSEE**"

and

ARCHWAVE TECHNOLOGIES B.V. a company duly organized and existing under the laws of Netherlands and having its principal office and place of business at de Gaest 18, Gennepe, Netherlands, being the exclusive licensee for the CopperLan technology.

hereinafter referred to as "**AWT**" or "**LICENSOR**"

each referred to herein as a "**Party**" and jointly the "**Parties**";

WITNESSETH:

WHEREAS,

LICENSEE desires to obtain the right to make, manufacture, sell or otherwise supply products based upon AWT's COPPERLAN SPECIFICATION; and

WHEREAS,

AWT is willing to grant a non-exclusive sub-license of its COPPERLAN SPECIFICATION to entities desiring such a license on the terms and conditions herein; and

WHEREAS,

AWT wishes to protect and promote all its intellectual property rights in connection with the COPPERLAN SPECIFICATION; and

NOW THEREFORE,

in consideration of the premises and the faithful performance of the mutual covenants hereinafter set forth, the parties hereto hereby agree as follows:

1. DEFINITIONS

For the purpose of this AGREEMENT, the following terms shall have the respective meanings set forth below:

- 1.1. "**THE COPPERLAN SPECIFICATION**" means a complete solution for networking all equipment (Hardware and Software) in the domains of pro-audio, light show and music production and made of the following parts:

- 1.1.1. "**THE CHAI**" means a library of software (middleware) to be included into LICENSEE'S Software application that allows said application to exchange information with the VNM.
- 1.1.2. "**THE CHAIFREWARE**" means a restricted capabilities version of the CHAI.
- 1.1.3. "**THE CHAILINK**" means a library of software (middleware) to be included into LICENSEE'S Hardware (embedded) application that allows said application to exchange information with the CHAI.
- 1.1.4. "**THE VNM**" means Virtual network Manager, a software that emulates physical network, serving LICENSEE'S LICENSED PRODUCT and potentially extending through physical links to one or more additional VNMs.
- 1.2. "**THE PATENTS**" means all patents or patent applications implemented into the COPPERLAN SPECIFICATION and which would otherwise be infringed by LICENSEE'S making, using, selling, offering for sale, or importing of its LICENSED PRODUCTS, and which AWT and/or AWT'S AFFILIATES represent an exclusive licenseship during the term of this AGREEMENT.
- 1.3. "**THE COPPERLAN COPYRIGHTS**" means worldwide rights arising under contract, statute or common law, whether or not perfected, and associated with:
 - (i) works of authorship, including copyrights, mask works, and moral rights;
 - (ii) the protection of trade and industrial secrets and confidential information;
 - (iii) any rights analogous to those set forth herein and any other proprietary rights relating to intangible or intellectual property now existing or later recognized in any jurisdiction (excluding trademarks, service marks, trade names, and trade dress); and
 - (iv) divisions, continuations, renewals, reissuances, reexaminations, applications, registrations, and any extensions of the foregoing (as applicable), now existing or hereafter filed, issued or acquired.
- 1.4. "**THE COPPERLAN TRADEMARKS**" means all the rights associated with the name and logos, as explained in Annex 1.
- 1.5. "**THE COPPERLAN INTELLECTUAL PROPERTY RIGHTS**" means the COPPERLAN COPYRIGHTS, the COPPERLAN PATENTS and the COPPERLAN TRADEMARKS.
- 1.6. "**APPLICATION**" means any software or firmware that runs on any computing platform, including and not restricted to: personal computer, personal digital assistant, smartphone, virtualized computing environments, embedded hardware, etc, with or without operating system.
- 1.7. "**HOST APPLICATION**" means APPLICATION that has the possibility to use one or more SATELLITE APPLICATION by a means defined among them.
- 1.8. "**SATELLITE APPLICATION**" means APPLICATION or APPLICATION part that adds functionality to a HOST APPLICATION.
- 1.9. "**DECLARATION**" means message sent from a SATELLITE APPLICATION to a HOST APPLICATION, telling the HOST APPLICATION that it can instantiate CopperLan resources and/or parts of the CopperLan specification or code emulating those, for the purpose of serving the SATELLITE APPLICATION.
The practical aspects of the DECLARATION setting-up and its transfer are left to the designer of the link between the HOST and the SATELLITE.
- 1.10. "**LICENSED APPLICATION**" means APPLICATION which directly or indirectly instantiate or make instantiate any CopperLan resource and/or using parts of the COPPERLAN SPECIFICATION or code emulating any of those, that are developed by or for the LICENSEE and/or LICENSEE'S CONNECTED UNDERTAKINGS, under an established or registered trade name or trademark of LICENSEE and/or LICENSEE'S CONNECTED UNDERTAKINGS.

- 1.11. "**LICENSED PRODUCT**" means LICENSED APPLICATION or SATELLITE APPLICATION that is compliant with the rules in point 3.
- 1.12. "**NON-COMMERCIAL LICENSED PRODUCT**" means LICENSED APPLICATION or SATELLITE APPLICATION both compliant with the "CopperLan Non-Commercial License Agreement" and that are transferred without compensation, consideration or money.
- 1.13. "**FREE LIMITED LICENSED PRODUCT**" means LICENSED PRODUCT which:
- (i) have the limitation that they cease functioning after a maximum of 30 (thirty) days; and
 - (ii) allow a unique and non-repeatable installation on the same computer system; and
 - (iii) is distributed, free of charge, to promote LICENSED PRODUCTS that are not FREE LIMITED LICENSED PRODUCTS.
- 1.14. "**CONTROL**" means that an entity directly or indirectly owns and/or controls more than 50% (fifty percent) in nominal value of the issued equity share capital of another entity, or more than 50 % (fifty percent) of the shares entitled to vote upon the election of:
- (i) the directors, or
 - (ii) persons performing functions similar to those performed by directors, or
 - (iii) persons otherwise having the right to elect or appoint (a) directors having the majority vote of the Board of Directors or (b) other persons having the majority vote of the highest and most potent directive body, of such other entity.
- 1.15. "**BUNDLE**" means a set of APPLICATIONS that are packaged in a way that makes them unsuitable to be sold separately, and containing at least one LICENSED PRODUCT within a distinctive marketing package different from that of the LICENSED PRODUCTS when sold separately.
- 1.16. "**UPGRADE**" means a LICENSED PRODUCT that provides added enhancements over an earlier version of a LICENSED PRODUCT. This could be realized by software and/or hardware.
- 1.17. "**UPDATE**" means a LICENSED PRODUCT that corrects deficiencies of an earlier version of a LICENSED PRODUCT without adding enhancements. This could be realized by software and/or hardware.
- 1.18. "**THIRD PARTY(IES)**" means any party which is not named as a Party to this AGREEMENT .
- 1.19. "**DERIVATIVE WORK**" means any adaptation, transformation, extraction or extension of the COPPERLAN SPECIFICATION.
- 1.20. "**LICENSE ADMINISTRATOR**" means an external and independent entity designated by AWT to administer the terms and act as an independent agent to manage the royalties.
- 1.21. "**OTHERWISE SUPPLY**" or "**OTHERWISE SUPPLIED**" mean to sell, offer for sale, distribute, dispose, rent, lend, lease, commercialize, exploit, or otherwise transfer without compensation, consideration, or money.
- 1.22. "**SELL**" or "**SOLD**" mean to sell, offer for sale, distribute, dispose, rent, lend, lease, commercialize, exploit, or otherwise transfer for money or any other form of compensation or consideration.
- 1.23. "**LICENSEE'S CONNECTED UNDERTAKINGS**" means
- (i) Undertakings in which Licensee, directly or indirectly, at least one of the following points applies:
 - a. Owns half or more than half of the capital or business assets;
 - b. Has the power to exercise half or more than half of the voting rights;
 - c. Has the power to appoint half of more than half of the members of the

- supervisory board, board of directors, or bodies legally representing the undertaking, or;
- d. Has the right to manage the affairs of the undertaking;
- (ii) Undertakings which directly or indirectly have in or over Licensee the rights or powers listed in (i);
- (iii) Undertakings in which an undertaking referred to in (ii), directly or indirectly has the rights or powers listed in (ii);
- (iv) Undertakings in which Licensee or undertakings connected to it jointly have rights or powers listed in (i).

1.24. "**AWT'S AFFILIATES**" means any company, which is CONTROLLED by Archwave Technologies

1.25. "**EFFECTIVE DATE**" means the date on which this AGREEMENT enters into force between the Parties:

1.26. "**SIGNATURE DATE**" means the date upon which the last of the parties hereto has signed this AGREEMENT.

1.27. "**AGREEMENT**" means this CopperLan License AGREEMENT including the ANNEXES.

1.28. "**ANNEX**" means an ANNEX to this AGREEMENT, which forms an integrated part of this AGREEMENT.

2. GRANT OF RIGHT AND LICENSE

2.1. As of the EFFECTIVE DATE, AWT hereby grants LICENSEE:

2.1.1. *Limited Grant.* Subject to and conditioned upon LICENSEE'S having accepted and being bound by the COPPERLAN LICENSING AGREEMENT and LICENSEE'S compliance with the restrictions and obligations contained in this AGREEMENT, AWT hereby grants to LICENSEE, a worldwide, non-exclusive and (except as otherwise provided in Article 6.2. with respect to LICENSEE'S limited right to transfer or assign the same) non-transferable, non-assignable sub-license to use the COPPERLAN INTELLECTUAL PROPERTY RIGHTS solely for the purpose of developing LICENSED PRODUCTS. No license is granted for any other purpose, including any of the activities described in Article 2.1.2

2.1.2. *Limitations.* Licensee may not:

- (i) sub-license or distribute the COPPERLAN INTELLECTUAL PROPERTY Rights to any third party;
- (ii) create DERIVATIVE WORKS; i.e. modify or emulate the COPPERLAN SPECIFICATION or enable/allow Third Parties to modify or emulate the COPPERLAN SPECIFICATION in such a way that these become suitable for use in on-line applications or for running on computing platforms that are not supported in the deliverables provided by AWT;
- (iii) disassemble or decompile binary portions of the COPPERLAN SPECIFICATION; or attempt to gain access to the source-codes by analyzing the object codes; or otherwise attempt to derive the source code from such portions;
- (iv) directly or indirectly alter the Licensed AWT's deliverables(s);
- (v) obtain access to or any use of source code(s) or files of AWT software. AWT does not grant any rights whatsoever in AWT' source codes or files.

2.1.3. LICENSEE shall make no statements that any of the LICENSED PRODUCTS have been approved, tested or certified by AWT or CopperLan. At his sole discretion, AWT may publish compliance results and issues and may also list all LICENSED PRODUCTS in an index of LICENSED PRODUCTS.

2.2. *Proprietary Rights Notices.* LICENSEE shall not remove any copyright notices, trademark notices or other proprietary legends of AWT or its suppliers contained on or in the COPPERLAN SPECIFICATION, and shall incorporate such notices in all copies it makes of any COPPERLAN SPECIFICATION. LICENSEE shall comply with requests by AWT to include additional copyright or other proprietary rights notices of AWT or third parties from time to time.

2.3. *Use of Trademarks.*

- The COPPERLAN TRADEMARKS must appear on any LICENSED PRODUCTS.
- Only LICENSED PRODUCTS have the right to use the COPPERLAN TRADEMARKS on LICENSED PRODUCTS, the packages and promotional material.
- All use of the COPPERLAN TRADEMARKS will be in compliance with the CopperLan trademarks artwork and usage guidelines as defined in Annex1.

2.4. *Ownership.* LICENSEE acknowledges and agrees that AWT as exclusive Licensee for the CopperLan technologies, holds all right, title and interest in and to the COPPERLAN SPECIFICATION, DERIVATIVE WORKS thereof and the COPPERLAN INTELLECTUAL PROPERTY RIGHTS associated therewith.

2.5. *No Other Grant.* This AGREEMENT does not grant to LICENSEE any right or license, under any Intellectual Property Rights of AWT or otherwise, except as expressly provided in this

Section 2, and no other right or license is to be implied by or inferred from any provision of this AGREEMENT or by the conduct of the parties.

- 2.6. *Delivery.* As soon as practicable after the EFFECTIVE DATE, AWT shall deliver to LICENSEE one (1) copy of each of the deliverables. LICENSEE acknowledges that certain of the deliverables are in various stages of completion and agrees to accept the deliverables as and to the extent completed as of the date of the delivery and "AS IS".
- 2.7. *Brand ID.* Every LICENSEE is entitled to at least one Brand ID. The Brand ID is provided to the LICENSEE after the signature of the present contract. This Brand ID is a unique number assigned to the LICENSEE and different from all other LICENSEES ID. The LICENSEE will use this ID (according to the technical methods described in the COPPERLAN SPECIFICATIONS) such as all of the LICENSED PRODUCTS he produces will be uniquely identified as belonging to his production. The LICENSEE is not allowed to use any other Brand ID than the one assigned to him.
- 2.8. *License Support.* Nothing in this AGREEMENT shall oblige AWT to provide technical support or other assistance concerning the COPPERLAN SPECIFICATION to LICENSEE or to any distributor or customer of LICENSEE for its LICENSED PRODUCTS.

3. CONSIDERATION - CALCULATION AND TERMS OF PAYMENT

ROYALTY RATE AND RULES

- 3.1. In consideration of the rights and licenses granted under this AGREEMENT, LICENSEE agrees to pay to AWT's LICENSE ADMINISTRATOR during the term of this AGREEMENT, a royalty of 2€ (two Euro) for each unit or copy of a LICENSED PRODUCT SOLD and/or OTHERWISE SUPPLIED by the LICENSEE and/or LICENSEE's CONNECTED UNDERTAKINGS.
In order for a LICENSEE to distribute a NON-COMMERCIAL LICENSED PRODUCT, LICENSEE must sign and respect the rules of the "CopperLan Non-Commercial License Agreement".

This royalty is to be paid according to the following rules:

- 3.1.1. A HOST may instantiate CopperLan resources and/or parts of the CopperLan specification or code emulating those, for a SATELLITE, only if said HOST has received a DECLARATION from said SATELLITE.
A SATELLITE must send a DECLARATION to the Host so that the latter instantiates CopperLan resources and/or parts of the CopperLan specification or code emulating those, in relation to said SATELLITE.
- 3.1.2. The point 3.1.1 is not applicable when a HOST and a SATELLITE are exclusively communicating together via either MIDI or DMX protocol. This exception is allowed in good faith, as long as such implementation is not used for the purpose of escaping the payment of royalty normally due for a SATELLITE.
- 3.1.3. A royalty is due on all UPGRADES and UPDATES to the exception of UPGRADE and UPDATE offered without compensation, consideration or money.
- 3.1.4. An UPGRADE of a non-LICENSED PRODUCT (that has been not offered without compensation, consideration or money) to a LICENSED PRODUCT, may not be offered without compensation, consideration or money.
- 3.1.5. Only one royalty shall be due for a BUNDLE.
- 3.1.6 It is not allowed to promote, deliver, directly or indirectly, a NON-COMMERCIAL LICENSED PRODUCT together with or in relation with a SOLD or OTHERWISE SUPPLIED APPLICATION, unless the latter is a COMMERCIAL LICENSED PRODUCT.
- 3.2. A LICENSED PRODUCT shall be considered SOLD or OTHERWISE SUPPLIED when invoiced, or if not invoiced prior to delivery, when delivered for sale to a third party.
Further, a LICENSED PRODUCT shall be considered SOLD or OTHERWISE SUPPLIED when changed and/or modified from a FREE LIMITED PRODUCT to a LICENSED PRODUCT that is not a FREE LIMITED PRODUCT.

ANNUAL MINIMUM ROYALTY (AMR)

Annual Minimum Royalty (AMR): LICENSEE shall pay to LICENSE ADMINISTRATOR an annual minimum royalty of _____ € within the month of _____ .

The AMR is irrevocable, non-recoupable and non-refundable but shall be credited against the royalties owed, pursuant to the section 3.1, only at the end of the year.
In case during any calendar year, the royalties do not exceed the annual AMR paid by LICENSEE, LICENSEE will not be entitled to any reimbursement, refund or credit.

ROYALTY REPORTING

- 3.4. Within 15 days after end of each month during the term of this AGREEMENT, LICENSEE shall:
- 3.4.1. Submit a royalty statement (even if no sales occurred in the reporting period) for the preceding month to LICENSE ADMINISTRATOR (the first statement shall cover the period from the EFFECTIVE DATE to the end of the following calendar month under this AGREEMENT). Each such statement shall be certified by a duly authorized representative of LICENSEE, sent in writing or in electronic form or otherwise, required by LICENSE ADMINISTRATOR and detail:
- (i) product identification of LICENSED PRODUCTS, which allows to identify the products on the market; and
 - (ii) the quantity of each LICENSED PRODUCT SOLD and/or OTHERWISE SUPPLIED; and
 - (iii) such other information as requested or which is reasonably necessary to enable LICENSE ADMINISTRATOR to understand LICENSEE's or LICENSEE'S CONNECTED UNDERTAKINGS calculation of the amounts due under this AGREEMENT.
- 3.4.2. Without set-off or recoupment, within the time frame stipulated on the invoice, pay to LICENSE ADMINISTRATOR the royalty due for each unit or copy of a LICENSED PRODUCT SOLD and/or OTHERWISE SUPPLIED.
- 3.4.3 In case of late reporting, each of the amounts payable under this AGREEMENT shall, when overdue, bear interest equal to the "Euribor (Euro Interbank Offered Rate) for 12 months" plus five percent (5 %) as determined on a daily basis according to the official publication and starting on the due date of the payments accrued under this AGREEMENT.
- 3.5. If on the date of expiration or earlier termination of this AGREEMENT any LICENSED PRODUCT remains in stock of LICENSEE, LICENSEE'S CONNECTED UNDERTAKINGS and/or any third party authorized to make and/or manufacture LICENSED PRODUCTS for LICENSEE and/or LICENSEE'S CONNECTED UNDERTAKINGS, LICENSEE agrees to pay to LICENSE ADMINISTRATOR the royalty for each unit or copy of such LICENSED PRODUCTS.

Within one (1) month after expiration or earlier termination of this AGREEMENT, LICENSEE shall:

- 3.5.1. Submit a statement (even if empty), certified by a duly authorized representative of LICENSEE, in writing or in electronic form or otherwise reasonably required by LICENSE ADMINISTRATOR to LICENSE ADMINISTRATOR, setting forth:
- (i) product identification of LICENSED PRODUCTS, which allows to identify the products on the market; and
 - (ii) the quantity of each LICENSED PRODUCT in stock at such time of expiration or earlier termination of this AGREEMENT; and
 - (iii) such other information as requested or which is reasonably necessary to enable LICENSE ADMINISTRATOR to understand LICENSEE's or LICENSEE'S CONNECTED UNDERTAKINGS calculation of the royalty due under this AGREEMENT.

RETURNS

No credits or deductions from the ROYALTIES payable by LICENSEE shall be allowed for the returns of the LICENSED PRODUCTS

ROYALTY PAYMENT

- 3.5.2. Without set-off or recoupment, the LICENSEE will pay to LICENSE ADMINISTRATOR the royalty due.
- 3.6. All payments under this AGREEMENT shall be made to the account of LICENSE ADMINISTRATOR.

All amounts payable under this AGREEMENT shall not be deemed paid until actually received at such account and freely withdrawable by LICENSE ADMINISTRATOR to the same extent as cash.

- 3.7. Each of the amounts payable under this AGREEMENT shall, when overdue, bear interest equal to the "Euribor (Euro Interbank Offered Rate) for 12 months" plus two percent (2 %) as determined on a daily basis according to the official publication and starting on the due date of the payments accrued under this AGREEMENT.

GENERIC – COUNTRY TAX CLAUSE

- 3.8. If any payment under this AGREEMENT is subject to withholding or income tax in the country from where such payment is made and such tax is:
- (i) required to be withheld from the payment by LICENSEE under this AGREEMENT and
 - (ii) permitted to be withheld from the payment to LICENSE ADMINISTRATOR under any applicable tax convention between the country from where such payment is made and LICENSE ADMINISTRATOR'S country, the amount of such tax shall be deducted from the payment by LICENSEE, provided, however, that such deduction may not exceed the lowest applicable amount specified in the applicable tax convention between the country from where such payment is made and the LICENSE ADMINISTRATOR'S country.

LICENSEE must promptly furnish to LICENSE ADMINISTRATOR all appropriate tax receipts to enable LICENSE ADMINISTRATOR to obtain corresponding tax credits.

In case of payments originating in the LICENSE ADMINISTRATOR'S country, such payments shall be made plus Value Added Tax at the rate prevailing on the date such payment is actually made.

In case of payments originating in countries that do not have any applicable tax convention with the LICENSE ADMINISTRATOR'S country, LICENSEE shall pay the full amount due under this AGREEMENT to the LICENSE ADMINISTRATOR and - as far as such payment is subject to withholding or income tax in such country - such tax shall be borne by LICENSEE.

Any other tax (i.e., other than withholding or income tax for which the LICENSE ADMINISTRATOR is entitled to obtain a corresponding tax credit) or cost relating to the payment from LICENSEE to the LICENSE ADMINISTRATOR shall be borne by LICENSEE.

ACCOUNTING AND INSPECTION

- 3.9. LICENSEE and LICENSEE'S CONNECTED UNDERTAKINGS shall keep complete and accurate records of all transactions relating to LICENSED PRODUCTS upon which the royalty provided for hereunder shall accrue. These records shall be open, during normal business hours, for five (5) years (whether during the term of this AGREEMENT or thereafter), after the end of the particular period for which the record was made, to an independent certified public accountant selected by the LICENSOR, who shall have access to said records not more often than once each calendar year, for the sole purpose of verifying the royalty accrued as herein provided.
- 3.10. The LICENSEE will make available, in the required form and in the required manner, all information and documentation, which the Inspectors considers necessary for the proper performance of the Inspection.
- 3.11. The Licensee must give all assistance necessary to the Inspectors to carry out their Inspection and permit the Inspectors to take copies of any of those records to the extent necessary to comply with applicable professional standards to keep a record of work performed such as for defense and archiving purposes.

- 3.12. Fees and expenses incurred in connection with Inspections shall be borne by AWT, unless such inspection shall reveal that an error of two percent (2%) or more, in any royalty reporting was made. In such case the fees and expenses in connection with the Inspection during which such error was discovered and forthwith all outstanding royalties with interest thereon calculated shall be borne by the LICENSEE.

If an underpayment is revealed by such verification, LICENSEE will pay the amount overdue as well as the interest, as specified in Article 3.7.

- 3.13. AWT has the right to increase the applicable royalty rate based on the Consumer Price Index for Euro-zone published by Eurostat/European Central Bank on <http://www.ecb.int/home/html/index.en.html>, but in no event more than once every five years. The increase will be made by comparison value of the indexes in the month of July of years "y" being and "y+5".

4. LIMITATIONS

- 4.1. Nothing in this AGREEMENT shall constitute or be construed as:
- (i) a warranty or representation by AWT as to the validity, enforceability or scope of any of the COPPERLAN INTELLECTUAL PROPERTY RIGHTS; or
 - (ii) a requirement that AWT shall file any patent application, secure any patent or maintain any patent in force; or
 - (iii) an obligation on the part of AWT to furnish any technical information, technical support, software of any kind or any information concerning pending patent applications of AWT or pending part of the COPPERLAN INTELLECTUAL PROPERTY RIGHTS.
- 4.2. If any part of the COPPERLAN INTELLECTUAL PROPERTY RIGHTS is declared void or unenforceable, any payment accrued and/or made by LICENSEE under Article 3. prior to such event shall remain due and/or will not be reimbursed to LICENSEE, provided that LICENSEE would have infringed one or more of the COPPERLAN INTELLECTUAL PROPERTY RIGHTS during the accrual period but for this AGREEMENT.
- 4.3. AWT make no representation, extend no warranties or indemnification of any kind, express or implied, nor assume any responsibilities whatsoever with respect to the commercial utility of any of COPPERLAN INTELLECTUAL PROPERTY RIGHTS and/or LICENSED PRODUCTS or with respect to the manufacture, sale, use and/or other disposition by LICENSEE, LICENSEE'S CONNECTED UNDERTAKINGS and/or their vendors, vendees or transferees of products incorporating or made by use of inventions licensed under this AGREEMENT.
- 4.4. Nothing in this AGREEMENT shall constitute or be construed as a warranty or representation by AWT that any of the COPPERLAN INTELLECTUAL PROPERTY RIGHTS and/or LICENSED PRODUCTS are free from claims of infringement of any patent or other intellectual property right owned by any third party arising out of the manufacture, sale and/or use of the COPPERLAN SPECIFICATION in LICENSED PRODUCTS by or for LICENSEE and/or LICENSEE'S CONNECTED UNDERTAKINGS.
- 4.5. Product liability with respect to any LICENSED PRODUCT made, manufactured, SOLD and/or OTHERWISE SUPPLIED by or for LICENSEE and/or LICENSEE'S CONNECTED UNDERTAKINGS shall be the sole responsibility of LICENSEE and/or LICENSEE'S CONNECTED UNDERTAKINGS to the extent permitted by law. LICENSEE agrees to hold harmless AWT from any claim or alleged claim of third parties in this respect.
- 4.6. AWT represents and warrants herewith that AWT is duly authorized and entitled to grant the licenses stipulated in this AGREEMENT.

4.7. For the avoidance of ambiguity, any licenses of LICENSEE and/or LICENSEE'S CONNECTED UNDERTAKINGS shall respect the way-of-use and other restrictions in this AGREEMENT.

5. DURATION AND TERMINATION OF AGREEMENT

- 5.1. After the last of the parties hereto has signed this AGREEMENT, this AGREEMENT shall be effective as of the EFFECTIVE DATE and continue in full force and effect for an unlimited period of time.
- 5.1.1. PARTIES are entitled to terminate this AGREEMENT by giving three (3) months written notice prior to December 31 of each calendar year by registered letter.
Such termination shall not affect payments, the rights to which have fallen due under this AGREEMENT prior to such termination, or the furnishing of statements and explanatory information as provided in Article 3.
- 5.2. In the event a party hereto substantially fails to comply with any of its obligations under this AGREEMENT or of any Annex hereto and does not remedy the failure of performance within one (1) month after it has been notified in writing thereof, the other party may, by written notice, terminate this AGREEMENT at the end of said period, without prejudice to any damages or legal redress to which it may be entitled.
The curing period above shall only be available for a first substantial breach, after which a further substantial breach of the same obligation shall render this AGREEMENT immediately terminable upon written notice by the non-breaching party.
Any such termination shall not affect payments, the rights to which have fallen due under this AGREEMENT prior to such termination, or the furnishing of statements and explanatory information as provided in Article 3.
- 5.3. Should either party hereto become insolvent or be subjected to bankruptcy or winding up proceedings, the other party may, by written notice, terminate this AGREEMENT immediately.
- 5.4. To the extent allowed by law, AWT may, by written notice, change the special terms and conditions offered to the LICENSEE of this AGREEMENT immediately, in case a third party, who does not CONTROL LICENSEE as of the SIGNATURE DATE, comes to CONTROL LICENSEE after the SIGNATURE DATE.
- 5.5. To the extent allowed by law, AWT may, by written notice, terminate this AGREEMENT in accordance with Article 5.2., in case LICENSEE and/or LICENSEE'S CONNECTED UNDERTAKINGS file a revocation, nullity action or opposition against parts of the COPPERLAN INTELLECTUAL PROPERTY RIGHTS in use, past use, or contemplated for use by LICENSEE.
- 5.6. Notwithstanding anything in this AGREEMENT to the contrary and further provided this AGREEMENT has not been terminated according to Articles 5.2., 5.3., 5.4. and/or 5.5., LICENSEE and/or LICENSEE'S CONNECTED UNDERTAKINGS shall have the right to sell and/or use, and to authorize others to sell and/or use LICENSED PRODUCTS remaining in stock of LICENSEE, LICENSEE'S CONNECTED UNDERTAKINGS and/or any third party authorized to make and/or manufacture LICENSED PRODUCTS for LICENSEE and/or LICENSEE'S CONNECTED UNDERTAKINGS, provided royalty has been paid for such LICENSED PRODUCTS according to Article 3.4.

6. ASSIGNMENT

- 6.1. AWT may assign this AGREEMENT to any other company, person, firm or entity, provided, however, that AWT shall give notice of such assignment to LICENSEE and that all of the terms and conditions of this AGREEMENT shall be binding upon such assignee.
- 6.2. LICENSEE may not assign or transfer this AGREEMENT in part or in its entirety to any third party without the prior written confirmation of AWT.

7. MISCELLANEOUS PROVISIONS

- 7.1. **Notices.** All notices, summons and communications related to this AGREEMENT and sent by either party hereto to the other shall be written in English and shall be given in writing by letter or facsimile directed,

In respect of AWT to: Archwave Technologies B.V.
Postbus 208
6590 AE GENNEP
Netherlands

In respect of Licensee:

7.2. Infringement

- 7.2.1. Neither AWT nor AWT's AFFILIATES shall be under any liability to LICENSEE and/or LICENSEE'S CONNECTED UNDERTAKINGS for infringement or alleged infringement of any patent or other intellectual property right owned or claimed by any third party arising out of the manufacture, sale and/or use of LICENSED PRODUCTS by or for LICENSEE and/or LICENSEE'S CONNECTED UNDERTAKINGS.

- 7.2.2. If LICENSEE shall become aware of any actual or apparent infringement of any of the COPPERLAN INTELLECTUAL PROPERTY RIGHTS by third parties, LICENSEE shall give prompt written notice to AWT of such fact, it being understood and agreed that AWT alone shall decide, in its sole discretion, whether, and if so, what, measures shall be taken as a result of any such infringement.

- 7.2.3. Nothing contained in this AGREEMENT shall be construed:

- (i) as imposing on either party an obligation to institute any suit or action for infringement of any of the COPPERLAN INTELLECTUAL PROPERTY RIGHTS hereunder, or to defend any suit or action brought by a third party which challenges or concerns the validity of any such COPPERLAN INTELLECTUAL PROPERTY RIGHTS hereunder;
- (ii) as conferring by implication, estoppel or otherwise any right or license to copy or to simulate the appearance, trade dress and/or design of products of AWT and/or AWT's AFFILIATES;
- (iii) as conferring by implication, estoppel or otherwise any right or license to make, manufacture, use, sell, license or otherwise dispose of products or devices other than LICENSED PRODUCTS.

- 7.3. **Amendment.** This AGREEMENT or any provision thereof may be amended or modified only with the mutual consent of the parties as set out in a written instrument, signed by a duly authorized officer of each of the parties, and expressly stating the parties' intent to amend this AGREEMENT.

This AGREEMENT is devised in good faith of both parties, and is put in place such as the LICENSEE understands the underlying motivations of this AGREEMENT. The LICENSEE should not try to escape the payment of due licensing. Given the unavoidable evolution of technology, it is not impossible that a forthcoming change in the technological landscape creates a breach, not foreseen by the present contract that would allow LICENSEE to escape the terms of the present AGREEMENT while continuing to benefit from the COPPERLAN

SPECIFICATION. Only in this particular case, AWT reserves the right to amend the present contract, without the consent of the LICENSEE, but only such as to counteract the effects of the newly found breach.

- 7.4. **Non-Waiver.** If at any time a party shall elect not to assert its rights under any provision of this AGREEMENT, such action or lack of action in that respect shall not be construed as a waiver of its rights under said provision or of any other provision of this AGREEMENT.
- 7.5. **Dispute Settlement.** This AGREEMENT shall be governed by the laws of Belgium, without giving effect to its conflict of law provisions. The courts of Brussels, Belgium shall have exclusive jurisdiction for purposes of interpreting and enforcing this AGREEMENT. The institution of any proceeding shall not relieve LICENSEE of its obligation to make payments, which accrue hereunder during the continuance of such proceeding.
- 7.6. **Language.** This AGREEMENT is in the English language only, which language shall be controlling in all respects, and all versions of this AGREEMENT in any other language shall be for accommodation only and shall not be binding on the parties to this AGREEMENT. All communications and notices made or given pursuant to this AGREEMENT, and all documentation and support to be provided, unless otherwise noted, shall be in the English language.
- 7.7. **Binding Effect.** This AGREEMENT shall be binding upon and shall inure to the benefit of, the parties hereto and their assigns permitted under Article 6. hereof.
- 7.8. **Severability.** Should any part or provision of this AGREEMENT be held unenforceable or in conflict with the law of any jurisdiction, the validity of the remaining parts or provisions shall not be affected by this holding. Such unenforceable part or provision shall then be replaced, upon mutual written consent between the parties hereto, by other enforceable part or provision, which, in its effect, corresponds or comes closest to the effect of such unenforceable part or provision.
- 7.9. **Entire Agreement.** This AGREEMENT including its Annex(s) embodies the entire understanding of the parties and cancels and supersedes all prior representations, warranties, or agreements between the parties relating hereto, and this AGREEMENT is executed and delivered upon the basis of this understanding.
- 7.10. **Administrative Expenses.** LICENSEE shall bear all costs and expenses arising in connection with payments originating from this AGREEMENT, including, but not limited to, bank charges, taxes, levies, and other additional costs of approvals for payment.
- 7.11. **Confidentiality.** Notwithstanding anything to the contrary in this AGREEMENT, LICENSEE and AWT agree to maintain confidential the terms and conditions of this AGREEMENT. LICENSEE and AWT shall only disclose information concerning the content of this AGREEMENT on a need-to-know basis to employees of LICENSEE, LICENSEE'S CONNECTED UNDERTAKINGS, AWT, AWT'S AFFILIATES for the proper implementation of this AGREEMENT. LICENSEE and AWT are entitled to disclose to third parties that LICENSEE has entered into this AGREEMENT.
- 7.12. **No Obligation.** Notwithstanding any other provision of this AGREEMENT, LICENSEE shall have no obligation to market, sell or otherwise distribute LICENSED PRODUCTS or any product or other material based on or using the COPPERLAN SPECIFICATION, either alone or in any LICENSEE product.

IN WITNESS WHEREOF,
each of the parties hereto has caused this AGREEMENT to be executed in two (2) original copies,
one (1) for LICENSEE and one (1) for AWT, by its duly authorized officer or representative.

Archwave Technologies B.V.

LICENSEE

Name: A.H.P.J. van den Broek

Name:

Title: CEO

Title:

Date:

Date:

Signature:

Signature:

Annex 1

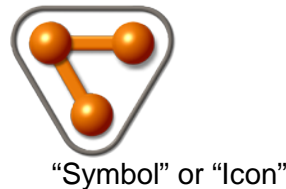
THE COPPERLAN TRADEMARKS ARTWORK AND USAGE GUIDELINES

Overview

These guidelines show the correct treatment of the COPPERLAN ARTWORK on hardware, software, marketing and communications materials such as packaging, advertising, promotions, manuals and websites.

All COPPERLAN ARTWORKS can be obtained at www.copperlan.org

The COPPERLAN ARTWORK:



The COPPERLAN SYMBOL or ICON (on the right) is realized by a combination of geometric forms. The COPPERLAN LOGO (on the left) consists of the COPPERLAN symbol and the COPPERLAN logotype.

Both the LOGO and the SYMBOL are available in three different renderings:

1. monochrome flat rendering;
2. color flat rendering;
3. color three-dimensional rendering

Using the COPPERLAN ARTWORK

For each LICENSED PRODUCT having the right to use the COPPERLAN TRADEMARKS, as stated in Article 2.3, the LICENSEE must apply COPPERLAN ARTWORKS as follows:

- Licensed product must display at least one COPPERLAN LOGO.
- When the monochrome flat rendering is chosen:
 - o Black or reverse (white on dark background) is recommended as the first option;
 - o If black or reverse are not possible, then hues close to black (or white), taken from a gray scale are allowed;
 - o If the two previous options are not available then the hue is defined by the LICENSEE
- Hue should be chosen to offer the best contrast against the background.
- When a color rendering is chosen, the hues, saturation, and lightness should be as close as possible to the original.
- LOGO and SYMBOL proportions (height to width ratio) may not be altered in any way, may not be rotated, animated, font changed, space between letters.
- LOGO and SYMBOL may not be translated or localized, no words added or version numbers are allowed.
- Resizing is allowed as long as the result remains identifiable.
- The package, manuals, leaflets, advertisements may use the COPPERLAN ARTWORK of any type and of any rendering with the preference of the color three-dimensional rendering.

COPPERLAN ARTWORK may not be used in any way that will mislead Internet users into believing that a web page or web site is emanating from the COPPERLAN TRADEMARKS owner, when in fact it is not.