

EzHomeTech Inc. SDK LICENSE AGREEMENT

This License Agreement (the "Agreement") is made by and between EzHomeTech Inc. ("EzHomeTech"), a corporation organized under the laws of the Taiwan of R.O.C., having its principal offices at 6th Floor, No. 8, Alley 1, Lane 14, Section 5, Xinyi Road, Taipei, 110, and Licensee.

BACKGROUND

EzHomeTech has developed and is the owner of an IPTV Player software component known as EZIPTV.

Licensee wishes to license EZIPTV SDK subject to and in accordance with the terms and conditions of this License Agreement.

EzHomeTech and Licensee agree as follows.

1. DEFINITIONS

- 1.1. "**Licensed Products**" shall mean as mentioned below:
Documentation, License Key, SDK and Runtime Core. As to the details of the Licensed Products.
- 1.2. "**Documentation**" means any developer documentation, reference specifications, release notes, and readme files provided by EzHomeTech to license for use with the Licensed Products.
- 1.3. "**SDK**" means the software development kit of EzHomeTech software components.
- 1.4. "**Runtime core**" means any software components that are intended to be integrated into and to be distributed as an integral part of Target System.
- 1.5. "**Target System**" means any Licensee's product that incorporates the licensed Runtime Core items.
- 1.6. "**Error**" means a defect, which causes the Licensed Products to fail to perform in accordance with the Documentation.
- 1.7. "**Maintenance Services**" means the maintenance and support services of the Licensed Products to be provided by EzHomeTech as described on Exhibit A.
- 1.8. "**Intellectual Property**" means all patents, copyrights, design rights, trade marks, topography rights, service marks, trade secrets, know-how and any other intellectual property rights (whether registered or unregistered) and all applications for the same, anywhere in the world.
- 1.9. "**Error Fix Release**" means a revised version of an item of the licensed items that EzHomeTech provides to Licensee of such item of the licensed items at no additional cost that corrects Errors.
- 1.10. "**Minor Enhancement Release**" means a revised version of an item of the licensed items that EzHomeTech provides to Licensee of the licensed items on the same Target System at no additional cost. Typically, Minor Enhancement Releases deliver minor improvement, incremental features or enhancements of existing features, and/or functionality to an item of licensed items.

2. LICENSE GRANT AND LIMITATIONS

2. **SDK License**.

- a. Subject to the terms and conditions of this Agreement, EzHomeTech grants Licensee a non-exclusive, non-transferable license, with no right to sublicense,

- to use each item of the SDK licensed items, for internal use, during the Term, on PC.
- b. Licensee may make up to two (2) copies of the licensed SDK items for backup and/or archival purposes only.
- c. The SDK is licensed for limited developers as described in our site.
- d. Compile and link with the license SDK items in accordance with associated Document for the purpose of developing on PC.
- a. Copy and execute on Target System.

2.1. **Runtime License**.

- a. Subject to the terms and conditions of this Agreement, EzHomeTech grants Licensee a non-exclusive, non-transferable license, with no right to sublicense to use each item of the Runtime Core licensed items, for reproducing and distributing, during Term.
- b. Reproduce and distribute Runtime core of the licensed items by License Key to end-users for use as an integral part of Target system.

2.2. **License Restrictions** : Unless expressly permitted by this Agreement, Licensee agrees not to:

- a. Alter, remove, or cover any trademark, logo, proprietary or licensing notices, labels or marks in or on any part of the Licensed Products.
- b. Employ unauthorized License Key.
- c. Decompile, disassemble, and reverse engineer or attempt to reconstruct, identify or discover any source code of the Licensed Products by any means.

2.3. **Reservation**. EzHomeTech reserves all rights not expressly granted herein. All copies of the Licensed Products will remain the property of EzHomeTech.

3. WARRANTY

EzHomeTech represents and warrants that it has full authority to enter into this Agreement and all of the terms and conditions herein. EzHomeTech represents and warrants that (i) Licensed Products, as delivered to or made available to Licensee, will operate free from Error and do not contain any virus, worm, trojan horse or other commands or instructions that may damage or interfere with Licensee's permitted use of the Licensed Products, and (ii) shall correct, remove, or repair any such virus or other contaminant discovered by Licensee.

4. INTELLECTUAL PROPERTY INFRINGEMENT

6.1 EzHomeTech represents and warrants that: (i) it has a requisite power to license the Licensed Products to Licensee; (ii) the Licensed Products is validly issued and in effect; (iii) to the best knowledge of EzHomeTech no claim has been made contesting the validity of any of the Licensed Products; and (iv) the use of the Licensed Products by Licensee hereunder will not constitute an infringement of any Intellectual Property of a third party.

6.2 EzHomeTech shall defend and indemnify Licensee against any and all third party claims which may be asserted against Licensee on the grounds that the use of the Licensed Products infringes any Intellectual Property of a third party. EzHomeTech shall have the right to defend against, control the defense of, and settle any action based upon any such third party claims, and Licensee shall promptly inform EzHomeTech of such claim and shall furnish such information and assistance as EzHomeTech may reasonably request in connection with defense, settlement or compromise of such claim at EzHomeTech's cost. In no event shall Licensee litigate or settle any such claim without EzHomeTech's prior written consent. This provision shall survive the termination or expiration of this Agreement.

5. EZHOMETECH OWNERSHIP

EzHomeTech and/or its licensors own and shall retain all right, title and interest in and to the Licensed Products, Documentation, including all Intellectual Property therein. All copies will be considered Licensed Products for the purpose of this Agreement and shall remain the property of EzHomeTech.

6. LICENSEE OWNERSHIP.

Licensee will retain all right, title and interest in and to the products it develops using the Licensed Products.

7. MAINTENANCE SERVICES

If elected by Licensee, EzHomeTech will provide Maintenance Services under the terms and conditions set forth on Exhibit A herein.

8. CONFIDENTIALITY

Each party will protect the other's Confidential Information from unauthorized dissemination and use with the same degree of care that each such party uses to protect its own like information. Neither party will use the other's Confidential Information for purposes other than those necessary to directly further the purposes of this Agreement. Neither party will disclose to third parties the other's Confidential Information without the prior written consent of the other party. In the event that a party is ordered or required to disclose the Confidential Information of the other pursuant to a judicial or governmental request, requirement or order, such party will immediately notify the other and will take reasonable steps to assist the other party in contesting such request, requirement or order or otherwise protecting the other party's Confidential Information.

9. TERM AND TERMINATION

9.1. **Term.** This term of this Agreement will commence on the date of your acceptance of this Agreement and is effective until terminated.

9.2. **Termination.** In the event that either party hereto fails substantially to perform any obligation and undertaking to be performed by it hereunder, and such default is not corrected within sixty (60) days from the date of notice from the non-defaulting party to the defaulting party, the non-defaulting party may terminate this Agreement by giving notice to the defaulting party and this Agreement shall be terminated thirty (30) days after the date of dispatch of such notice without service of formal notice by a court bailiff or any judicial proceedings. In the event of bankruptcy, receivership, insolvency or assignment for the benefit of creditors of either party hereto, the other party may terminate this Agreement effective immediately, by giving the irregularity-causing party notice to that effect without service of formal notice by a court bailiff or any judicial proceedings. Silence or abstention on the part of the aggrieved party on the occasion of one or more breaches of this Agreement shall, in no case, be deemed to constitute a tacit consent which can be relied upon as a precedent by the breaching party.

10. LIMITATION OF LIABILITY

10.1. **Direct Damages.** EZHOMETECH TOTAL LIABILITY ARISING OR RELATING TO THIS AGREEMENT WILL NOT EXCEED THE LICENSE FEE RECEIVED BY EZHOMETECH FROM LICENSEE FOR THE PARTICULAR ITEM OF LICENSED PRODUCTS INVOLVED.

10.2. ***Consequential Damages.*** UNDER NO CIRCUMSTANCES WILL EZHOMETECH BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING IN ANY WAY OUT OF THIS AGREEMENT OR THE USE OF THE LICENSED PRODUCTS AND DOCUMENTATION, HOWEVER CAUSED (WHETHER ARISING UNDER A THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE), INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOSS OF DATA, OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES.

11. GENERAL PROVISIONS

This Agreement shall be governed and construed by the laws of R.O.C. without reference to conflict of law principles.

EXHIBIT A. TOOL INSTALLATION SERVICES TERMS AND CONDITIONS

Provided that Licensee has paid EzHomeTech all License Installation Fees then due and payable, EzHomeTech will provide the following Installation services to Licensee:

- (a) EZIPTV SDK : EzHomeTech will exercise commercially reasonable efforts to support Licensee about the EZIPTV SDK installation.

EXHIBIT B. TOOL MAINTENANCE SERVICES TERMS AND CONDITIONS

Provided that Licensee has paid EzHomeTech all License Maintenance Fees then due and payable, EzHomeTech will provide the following maintenance services to Licensee:

- (a) Error Corrections – EzHomeTech will exercise commercially reasonable efforts to correct any Error in the licensed items reported by Licensee.
- (b) Software Updates – EzHomeTech will provide Error Fix Releases and Minor Enhancement Releases of the licensed items.
- (c) Software Errors are classified according to the severity of the Error and the impact it has on Licensee's operations. The determination of the seriousness of the Error and EzHomeTech response will be made in accordance with the following:
- (i) "Level A Error" – is a "critical problem." The Licensed Products is unusable, and the Error severely impacts Licensee's operations– EzHomeTech will correct the Error immediately.
 - (ii) "Level B Error" – is a "minor problem." The Licensed Products is operational but does not necessarily perform the task in a proper, orderly manner; the Error does not seriously affect Licensee's productivity or there is a known workaround – EzHomeTech will correct the Error in the next Software Updates, Minor Enhancement Release or Error Fix Release, in its discretion.
 - (iii) "Level C Error" – is a "very minor problem" that is not significant to the Licensee's operations; the user may be able to circumvent the problem –EzHomeTech will correct the Error in the next Software Updates, Minor Enhancement Release or Error Fix Release, in its discretion.