

SOFTWARE LICENSE AGREEMENT

THIS SOFTWARE LICENSE AGREEMENT (“Agreement”), is entered into on this ____ day of _____ 2021, by and between TV KNOWS YOU.COM, INC., a Nevada limited liability company (“Company”) and _____, (“Licensee”).

WHEREAS, Company owns patents that relate to digital video communications systems (“Software”).

WHEREAS, Licensee is in the business of providing a platform for video communications to the end-users, or it is an end-user.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto, intending to be legally bound, agree as follows:

Accordingly, acknowledging the receipt of adequate consideration and intending to be legally bound, the parties agree as follows:

AGREEMENT

1. Software, License and Ownership.

- (a) Software. “Software” shall mean the software as specified in Exhibit A to this Agreement.
- (b) License Grant. Subject to the terms of this Agreement, the Company hereby grants Licensee a, nonexclusive, nonsublicensable, nontransferable, license to use the Software, solely for Licensee’s internal use in the United States during the term set forth in this Agreement.
- (c) Restrictions. Licensee shall not (and shall not allow any end user or third party to) (i) decompile, disassemble, or otherwise reverse engineer the Software or attempt to discover any source code or underlying ideas or algorithms of the Software, (ii) remove any product identification, copyright, or other notices embedded within the Software, (iii) modify or create a derivative work of the Software (except as otherwise expressly authorized by Company in writing), (iv) remove or export any Software from the United States in violation of applicable laws or regulations, (v) relicense, provide, lease, or lend the Software to any third party, or use the Software for timesharing or service bureau purposes, (vi) copy the Software or any portion thereof except as provided herein, or (vii) disclose any performance information or analysis (including, without limitation, benchmarks) from any source relating to the Software.
- (d) Ownership. As between the parties, Company shall retain all rights, title, and interest in and to the Software including all modifications, derivative works, or improvements, and all related intellectual property rights. Customer shall retain all rights, title, and interest in and to Customer’s claim, policy, and other data.
- (e) Embedded Software. Licensee acknowledges that third party software may be embedded or otherwise delivered with the Software. Licensee may only use such third-party software as integrated with and part of the Software. The licensors of the third-party software are intended beneficiaries of this Agreement, as it pertains to Licensee’s rights to use such software.
- (f) Intellectual Property Rights. Company represents and warrants to Licensee that it has the unencumbered right to grant the license granted herein and that there is no claim relating to the Software based on actual or alleged violation of the intellectual property rights of any other person pending or threatened against Company.

2. Fees and Payment.

- (a) Fees. Licensee shall pay Company a one-time license fee in the amount of _____ US Dollars (“License Fees”), unless otherwise agreed upon in writing by the parties.

3. Confidentiality.

a. Confidential Information. The parties agree that (i) the Software, Documentation, pricing, discounts, and other terms offered to Licensee, including, without limitation, the material terms of this Agreement, any functional limitations of, or errors in, the Software, are the confidential property of Company, and (ii) any other confidential business, technical, financial, or other information disclosed by one party to the other pursuant to this Agreement is the confidential information of the disclosing party (collectively, “Confidential Information”). Except as expressly allowed in Section 4(b) or elsewhere herein, each party shall hold in confidence and shall not use or disclose to any third party any Confidential Information of the other party. The restrictions of this Section shall apply for the greater of (i) the term of this Agreement and for two years thereafter, (ii) the time period dictated by any applicable law, statute, or regulation, or (iii) for any Confidential Information that constitutes a trade secret, as long as such Confidential Information remains a trade secret under applicable law.

b. Permitted Disclosure. A party shall not be obligated under Section 3(a) with respect to information that it can document: (i) is or has become readily publicly available without restriction through no fault of such party or its personnel, (ii) is received, without restriction, from a third party lawfully in possession of such information and lawfully empowered to disclose such information, (iii) was rightfully in such party’s possession without restriction prior to its disclosure by the other party, (iv) independently developed without use of the Confidential Information, or (v) or as otherwise required by law or regulation.

4. Warranty; Disclaimer. Company warrants that for a period of nine months from Licensee’s first acquisition of Software that such Software will materially conform to Company’s user documentation under this Agreement (“Documentation”). This warranty only covers reproducible errors reported to Company in writing during the warranty period. Licensee’s exclusive remedy for breach of this warranty shall be prompt correction or replacement of the Software affected or, if Company is unable to do so, then to cancel the license for the defective Software and receive a refund of the License Fees paid for the defective Software. COMPANY DOES NOT WARRANT THAT THE SOFTWARE IS ERROR FREE. EXCEPT AS SET FORTH ABOVE, COMPANY DISCLAIMS ALL WARRANTIES RELATING TO THE SOFTWARE, SUPPORT SERVICES OR OTHERWISE REGARDING THIS AGREEMENT, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5. Limitation of Liabilities. EXCEPT FOR A BREACH OF SECTIONS 1 OR 3, IN NO EVENT SHALL EITHER PARTY BE LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT, UNDER ANY LEGAL OR EQUITABLE THEORY, FOR ANY CONSEQUENTIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, INDIRECT, OR SPECIAL DAMAGES, OR FOR ANY LOSS OF PROFITS OR LOSS OF GOODWILL OR LOST DATA, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR COSTS. NOTWITHSTANDING ANYTHING TO THE CONTRARY AND WITH THE EXCEPTION OF COMPANY’S EXPRESS INDEMNITY OBLIGATIONS UNDER THIS AGREEMENT, COMPANY’S AGGREGATE LIABILITY TO LICENSEE UNDER THIS AGREEMENT AND RELATING TO (A) DEFECTIVE SUPPORT SERVICES, SHALL NOT EXCEED THE FEES PAID BY LICENSEE DURING THE THEN-CURRENT ANNUAL SUPPORT SERVICES TERM; OR (B) THE SOFTWARE OR OTHERWISE RELATING TO THIS AGREEMENT, SHALL NOT EXCEED THE AMOUNT OF LICENSE FEES PAID TO COMPANY WITH RESPECT TO THE SOFTWARE GIVING RISE TO THE CLAIM.

6. Term and Termination.

a. Term. This Agreement shall commence on the Effective Date and shall remain in full force and effect until terminated as set forth below.

b. Termination. This Agreement may be terminated as follows: (i) by Company, immediately, for any violation by Licensee of the scope of the license rights granted herein; (ii) by either party upon thirty (30) days written notice if the other party shall be in breach or default of any material provision of this Agreement, unless such breach is cured before the end of such thirty (30) day period, or (iii) automatically if at the end of the Initial Term or a Renewal Term (as defined in Exhibit A) this Agreement is not renewed as set forth in the applicable Order Form.

c. Effect of Termination. Upon any termination hereof, (i) all rights and licenses granted to Licensee shall immediately terminate and Licensee shall immediately cease use of and return or destroy all copies of the Software, and (ii) any rights to payment, and any right of action for breach of the Agreement prior to termination shall survive.

7. Indemnification.

a. Company shall defend or settle at its expense any claim or suit (an "Action") against Licensee, arising out of or in connection with an assertion that the Software or the use thereof as specifically authorized by Company, infringes any U.S. patent in existence as of the Effective Date, infringes any U.S. copyright or trademark rights, or misappropriates a trade secret of any third party; provided that Company shall have no obligation under this Section to the extent any claim of infringement or misappropriation results solely from (i) use of the Software in combination with any other hardware or software supplied by any third person or entity other than Company; (ii) any alteration or modification of the Software not provided or authorized by Company; or (iii) use of the Software in a way not intended by Company or not provided for or described in the applicable Documentation, if such infringement would not have occurred but for such combination, alteration, modification, or unintended or unauthorized use of the Software (collectively the "Indemnification Exceptions").

b. Licensee shall defend or settle at its expense any Action against Company, and each of its directors, officers, agents, employees, and sublicensees to the fullest extent permitted by law, arising out of, in connection with, or related to any of the foregoing Indemnification Exceptions.

c. As an express condition to the foregoing indemnity obligations, the party seeking indemnity shall (i) promptly notify the indemnifying party in writing of any such actual or threatened loss, suit, claim, liability, expense, or proceeding, (ii) allow the indemnifying party, at its own expense, to direct the defense of such suit, claim or proceeding, (iii) give the indemnifying party all information and assistance reasonably necessary to defend such suit, claim, or proceeding, and (iv) not enter into any settlement of any such suit, claim, or proceeding without the indemnifying party's written consent, which shall not be unreasonably withheld or delayed.

d. Should Software become, or in Company's opinion be likely to become, the subject of a claim for which Company is required to indemnify pursuant to this Section, Company may, at its discretion, (i) obtain for Licensee, at no additional cost to Licensee, the right to continue using the Software under this Agreement; (ii) modify or replace the Software or part of the Software in a manner so that such modified or replacement software provides the same or better functionality as the Software, at no additional cost to Licensee, to avoid such claim, or (iii) if Company determines that neither (i) or (ii) is commercially feasible, terminate the license to the applicable Software and refund the License Fees paid for the Software, prorated over a five (5) year term from the Effective Date. THIS SECTION STATES COMPANY'S ENTIRE LIABILITY AND LICENSEE'S EXCLUSIVE REMEDY FOR ANY CLAIMED, POTENTIAL, OR ACTUAL INFRINGEMENT.

9. General Provisions.

a. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Nevada, without regard to its conflicts of law provisions. In any action to enforce this Agreement, the prevailing party will be entitled to costs and attorneys' fees from the non-prevailing party. Unless waived by Company in a particular instance, the parties hereby submit to the exclusive personal jurisdiction of, and agree that any legal proceeding with respect to or arising under this Agreement shall be brought in, the United States District Court for the District of Nevada or the state courts located in Clark County, State of Nevada.

b. Assignment. Neither this Agreement nor any rights, licenses, or obligations hereunder, may be assigned by Licensee, by operation of law or otherwise, without the prior written consent of Company, provided that Licensee's parent corporation and any corporate affiliates controlled by such parent shall have the right to use the Software in the United States, subject to all of the provisions of this Agreement; and provided further, that such approval shall not be unreasonably withheld. It shall be deemed unreasonable for Company to withhold consent where a requested assignment does not increase the use of the Software (e.g., a transaction which does not result in combining Licensee's insurance operations with additional insurance operations). Licensee shall be responsible for any breach of this agreement by such parties. Company may assign this Agreement in whole or in part. Any attempted assignment in violation of this Agreement shall be void and without effect. Subject to the foregoing, this Agreement will benefit and bind the parties' successors and assigns.

c. Relationship of the Parties. The parties hereto expressly understand and agree that each party

is an independent contractor in the performance of each and every part of this Agreement, is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection therewith. Neither party nor its agents or employees are the representatives of the other party for any purpose and neither party has the power or authority as agent, employee, or any other capacity to represent, act for, bind, or otherwise create or assume any obligation on behalf of the other party for any purpose whatsoever.

d. Entire Agreement. This Agreement, including the exhibits hereto, contains the entire understanding of the parties with respect to the matters contained herein and supersedes all prior agreements or discussions between the parties with respect to the matters contained herein.

e. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect any other provision of this Agreement, and the remaining provisions shall continue with the same effect as if such unenforceable or invalid provision had not been included in this Agreement.

f. Modification and Waiver. Except as otherwise expressly provided herein, any provision of this Agreement may be amended and the observance of any provision of this Agreement may be waived (either generally or any particular instance and either retroactively or prospectively) only with the written consent of the party against whom such modification or waiver will be enforced. No terms contained in a Licensee purchase order or similar document will be binding on Company unless both parties execute the same as an addendum to this Agreement.

g. Force Majeure. Neither party shall be liable to the other for any delay or failure to perform any obligation under this Agreement if the delay or failure is due to unforeseen events, which occur after the signing of this Agreement and which are beyond the reasonable control of the parties including but not limited to strikes, blockade, war, revolutions or riots, natural disasters, refusal of license by the government or other governmental agencies, or other stipulations or restrictions by the authorities, insofar as such an event prevents or delays the affected party from fulfilling its obligations and such party is not able to prevent or remove the force majeure at reasonable costs.

h. Counterparts. This Agreement may be executed in two counterparts, each of which shall be an original, and which together shall constitute one and the same instrument.

i. Notices. Any notice required or permitted to be given by either party under this Agreement shall be in writing and shall be personally delivered or sent by nationally recognized overnight commercial courier service (e.g., FedEx) to the other party at its address set forth herein, or such new address as may from time to time be supplied hereunder by the parties.

10. Marketing

a. Use of Logos. Licensee grants Company a limited, non-exclusive right to place Licensee's trademarks and logos on Company's web site and marketing materials solely for the purpose of identifying Licensee as a customer of the Software.

b. Press releases. Licensee grants Company the right to issue at least two press releases regarding the parties' relationship: the first when Licensee is signed as a customer, and the second when Licensee is operational on the Software. Licensee and Company must mutually agree upon the language in the press release.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Company:
TV KNOWS YOU.COM, INC.

Signature: _____

Print Name: Gabriel De La Vega

Title: President and Chief Executive Officer

Date: _____

Licensee:

Signature: _____

Print Name: _____

Title: _____

Date: _____

**EXHIBIT A
SOFTWARE**