

SOFTWARE LICENSE AGREEMENT

This Software License Agreement (the “**Agreement**”) is entered into and made effective as _____, 202__ (the “**Effective Date**”), by and between VirtualZ Computing Corporation, a Delaware corporation, with its principal place of business at 5775 Wayzata Blvd., Ste. 700, Minneapolis, MN 55416 (“**VZC**”), and _____, a _____ with its principal place of business at _____ (“**Licensee**”). The parties herein may be referred to individually as a “**Party**” and collectively as the “**Parties**”.

RECITALS:

WHEREAS, VZC is the developer and licensor of a proprietary software described below; and

WHEREAS, Licensee wishes to obtain, and VZC is willing to grant, a license to use the Software on the terms and conditions in this Agreement.

AGREEMENT:

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **License and Support.**

1.1. **Procurement Pursuant to Schedule or PO.** Should Licensee desire to procure Licensed Products from VZC, Licensee and VZC will execute a “**Schedule**”, a template of which is attached as Schedule 1 hereto, or issue a Purchase Order (“**PO**”) that will include, at a minimum, the following information: (1) the Licensed Products to be licensed by VZC to Licensee; (2) scope of license grant; (3) term of license; (4) license fees, invoice contact and address, payment terms; (5) reference incorporating this Agreement; (6) Licensee support contact(s); 7) Licensee notice contact. The first Schedule may be executed contemporaneously with this Agreement. In the event of a conflict between this Agreement and a Schedule, the Schedule will take precedence solely for the limited scope of that individual Schedule and not otherwise amend this Agreement or any other Schedule to this Agreement. Any “pre-printed terms” or other terms and conditions attached to a PO in conflict with this Agreement will be null, void and without effect.

1.2. **Licensed Products.** Executable code of the VZC’s proprietary software set forth on applicable Schedule (“**Software**”) and associated documentation published on VZC’s website, support or license portals, or made available electronically to Licensee (“**Documentation**,” and together with the Software, the “**Licensed Products**”).

1.3. **Licensed Location.** Licensee may run the Software on any Licensee-owned platforms as described in the Documentation, including at a properly authorized third party provider solely for Licensee’s benefit; provided that such third party provider complies with all license and support requirements hereunder.

1.4. License Grant. Subject to and conditioned on Licensee's payment of Fees and compliance with all other terms and conditions of this Agreement, VZC hereby grants to Licensee a personal, non-exclusive, non-sublicensable, and non-transferable license to install and use the Software and Documentation during the Term (defined in Section 3.2 below).

1.5. Scope of Licensed Access and Use. The scope of licensed access and use shall be set forth on the Schedule with respect to the Licensed Products

1.6. License Restrictions. Except as this Agreement expressly permits, Licensee will not, and will not permit any other person or entity to:

1.6.1. modify, correct, adapt, translate, enhance, or otherwise prepare derivative works or improvements any of the Licensed Products;

1.6.2. rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available any of the Licensed Products to any person or entity;

1.6.3. reverse engineer, disassemble, decompile, decode, or adapt any of the Licensed Products, or otherwise attempt to derive or gain access to the source code of any of the Licensed Products, in whole or in part;

1.6.4. use any of the Licensed Products other than for the Permitted Use or in any manner or for any purpose or application not expressly permitted by this Agreement; or

1.6.5. notwithstanding anything to the contrary in this Agreement, Schedule, or PO, Licensee may not export to, nor provide access or use of the Licensed Product by any person or entity on the Office of Foreign Asset Control embargoes and sanctions lists.

1.7 Open-source Software. The Licensed Products are distributed with open-source components necessary to operate the Licensed Product. These open-source components are subject to their requisite license agreements as indicated in their distributions. Licensee shall comply with all applicable license agreements with respect to open-source components and any breach by Licensee thereof will be deemed a breach of this Agreement. Ownership of all Intellectual Property Rights in such open-source components remains with the respective owners thereof.

1.8 Support.

1.8.1 Support Generally. Provided that Licensee is using the Software in accordance with the most current version of the Documentation and has met all the requirements in the Documentation, VZC will provide support and Error (defined herein) correction as provided in this Section. An "Error" is a failure of the Software to operate in accordance with the Documentation or a defect in the Documentation to

reasonably describe the installation or VZC's intended operation of the Software. Licensee will submit all support and Error correction requests according the process provided in the most current version of the Documentation a detailed description of the nature of the Error or the support need, details of the operating environment and circumstances creating the Error, and the good faith prioritization of the Error from the following definitions: (1) "High Priority Error" means production use of the Software is not possible; (2) "Medium Priority Error" means production use of the software is possible but not error free, usability of the Software is significantly inhibited or reduced, or test/dev environment use not possible; or (3) "Low Priority Error" means operation of the Software has a minor defect or performance impairment, or there is a defect in the Documentation.

1.8.2 Response Times. Provided that the support prerequisites are met, VZC will make good faith efforts to make an initial response from first report of 2 hours for High Priority Error, 24 hours of a Medium Priority Error and 3 business days of a Low Priority Error.

1.8.3 Maintenance Releases. During the Term, VZC will provide Licensee with all Maintenance Releases (including updated Documentation) that VZC may, in its sole discretion, make generally available to its licensees at no additional charge. All Maintenance Releases provided by VZC to Licensee are deemed Software. Licensee will install all Maintenance Releases that are not Emergency Releases as soon as practicable, but not to exceed thirty (30) days, after receipt. Licensee will install all Emergency Releases within 24 hours after receipt. Notwithstanding the support obligations in **Section 1.8 (Support)**, VZC will not be obligated to provide support for any version of the Software prior to the current Maintenance Release. "**Maintenance Release**" means any update, upgrade, release, or other adaptation or modification of the Software, including any updated Documentation, that VZC may provide to Licensee from time to time during the Term, which may contain, among other things, error corrections, enhancements, improvements, or other changes to the user interface, functionality, compatibility, capabilities, performance, efficiency, or quality of the Software. "**Emergency Release**" means a Maintenance Release that corrects or prevents critical Errors (High Priority Errors) and is designated as an Emergency Release by VZC in its discretion.

1.9 Feedback. Part of this Agreement is to receive feedback for improvement, operability and utility of the Licensed Products. VZC may utilize any feedback received from Licensee without attribution, compensation or royalty and will be considered derivative works owned by VZC.

2 Fees and Payment.

2.1 License Fees. Licensee shall pay VZC the license fees set forth in the Schedule in accordance with the Schedule and the terms of this Section 2. If the Term is renewed for any Renewal Term(s) pursuant to Section 3.2, Licensee shall pay the then-current standard license fees that VZC charges for the Licensed Products during the applicable Renewal Term.

2.2 Taxes. All Fees and other amounts payable by Licensee under this Agreement are exclusive of taxes and similar assessments. Without limiting the foregoing, Licensee is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Licensee hereunder, other than any taxes imposed on VZC's income.

2.3 Payment. Licensee shall pay all license fees due and owing under this Agreement on or before the payment due date set forth in the Schedule. Licensee shall make all payments hereunder in US dollars by ACH, check or wire transfer to the address or account specified in the Schedule or such other address or account as VZC may specify in writing from time to time.

2.4 Late Payment. If Licensee fails to make any payment when due then, in addition to all other remedies that may be available to VZC:

2.4.1 VZC may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable Law;

2.4.2 Licensee shall reimburse VZC for all reasonable costs incurred by VZC in collecting any late payment of amounts due or related interest, including attorneys' fees, court costs, and collection agency fees; and

2.4.3 if such failure continues for ten (10) days following written notice thereof, VZC may: (i) disable Licensee's use of the Software (including by means of a disabling code, technology or device); (ii) withhold, suspend or revoke its grant of a license hereunder; and/or (iii) terminate this Agreement under Section 3.3, as applicable.

2.5 No Deductions or Setoffs. All amounts payable to VZC under this Agreement shall be paid by Licensee to VZC in full without any setoff, recoupment, counterclaim, deduction, debit or withholding for any reason (other than any deduction or withholding of tax as may be required by applicable Law).

3 Term and Termination.

3.1 Initial Term. The initial term of this Agreement commences as of the Effective Date and continues in effect until one (1) year from such date unless terminated earlier pursuant to any of the Agreement's express provisions (the "**Initial Term**").

3.2 Renewal Term. This Agreement will automatically renew for up to two additional successive one (1) year terms unless earlier terminated pursuant to any of the Agreement's express provisions or either Party gives the other Party written notice of non-renewal at least sixty (60) days prior to the expiration of the then-current term (each a "**Renewal Term**" and together with the Initial Term, the "**Term**").

3.3 Termination. This Agreement may be terminated at any time:

3.3.1 by VZC, effective on written notice to Licensee, if Licensee fails to pay any amount when due under this Agreement, where such failure continues more than fifteen (15) days after VZC's delivery of written notice thereof;

3.3.2 by either Party, effective on written notice to the other Party, if the other Party materially breaches this Agreement and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) days after the non-breaching Party provides the breaching Party with written notice of such breach; or

3.3.3 by VZC, effective immediately, if the Licensee: (i) is dissolved or liquidated or takes any corporate action for such purpose; (ii) becomes insolvent or is generally unable to pay its debts as they become due; (iii) becomes the subject of any voluntary or involuntary bankruptcy proceeding under any domestic or foreign bankruptcy or insolvency Law; (iv) makes or seeks to make a general assignment for the benefit of its creditors; or (v) applies for, or consents to, the appointment of a trustee, receiver or custodian for a substantial part of its property.

3.4 Effect of Termination or Expiration. On the expiration or earlier termination of this Agreement:

3.4.1 all rights, licenses and authorizations granted to licensee hereunder will immediately terminate and Licensee will (A) immediately cease all use of and other activities with respect to and use of the Software and Documentation; (B) within fifteen (15) days deliver to VZC, or at VZC's written request destroy, and permanently erase from all devices and systems Licensee directly or indirectly controls, the Software, the Documentation and the VZC's Confidential Information, including all documents, files, and tangible materials (and any partial and complete copies) containing, reflecting, incorporating, or based on any of the foregoing, whether or not modified or merged into other materials; and (C) certify to VZC in a signed written instrument that it has complied with the requirements of this Section 3.4.1; and

3.4.2 all amounts payable by Licensee to VZC of any kind are immediately payable and due no later than fifteen (15) days after the effective date of the expiration or after VZC's termination of this Agreement.

4 Intellectual Property Rights.

4.1 Intellectual Property Ownership of Licensed Products. Subject solely to the express license granted by VZC under this Agreement, as between the parties, VZC reserves and retains all right, title, and interest in and to the Licensed Products and VZC's other Confidential Information, including the sole and exclusive ownership of all Intellectual Property Rights relating thereto. Licensee shall and hereby does unconditionally and irrevocably assign to VZC, the entire right, title, and interest that Licensee may have acquired in any Licensed Product or any of VZC's Confidential Information, including the sole and exclusive ownership of all Intellectual Property Rights relating thereto.

4.2 No Implied Rights. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel or otherwise, to Licensee or any third party any Intellectual Property Rights or other right, title, or interest in or to any of the Licensed Products.

5 Confidentiality.

5.1 Confidential Information. In connection with this Agreement, each Party (the “**Disclosing Party**”) may disclose or make available Confidential Information to the other Party (the “**Receiving Party**”). Subject to Section 5.2, “**Confidential Information**” means information in any form or medium (whether oral, written, electronic, or other) that the Disclosing Party considers confidential or proprietary, including information consisting of or relating to the Disclosing Party's technology, trade secrets, know-how, business operations, plans, strategies, customers, and pricing, and information with respect to which the Disclosing Party has contractual or other confidentiality obligations, whether or not marked, designated, or otherwise identified as “confidential.” Without limiting the foregoing: the Software and Documentation are the Confidential Information of VZC.

5.2 Exclusions. Confidential Information does not include information that the Receiving Party can demonstrate by written or other documentary records: (a) was rightfully known to the Receiving Party without restriction on use or disclosure prior to such information being disclosed or made available to the Receiving Party in connection with this Agreement; (b) was or becomes generally known by the public other than by the Receiving Party's or any of its personnel noncompliance with this Agreement; (c) was or is received by the Receiving Party on a non-confidential basis from a third party that was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality; or (d) the Receiving Party can demonstrate by written or other documentary records was or is independently developed by the Receiving Party without reference to or use of any Confidential Information.

5.3 Protection of Confidential Information. As a condition to being provided with any disclosure of or access to Confidential Information, the Receiving Party shall:

5.3.1 not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement;

5.3.2 except as may be permitted under the terms and conditions of Section 5.4, not disclose or permit access to Confidential Information other than to its personnel who: (i) need to know such Confidential Information for purposes of the Receiving Party's exercise of its rights or performance of its obligations under and in accordance with this Agreement; (ii) have been informed of the confidential nature of the Confidential Information and the Receiving Party's obligations under this Section 5; and (iii) are bound by written confidentiality and restricted use obligations at least as protective of the Confidential Information as the terms set forth in this Section 5;

5.3.3 safeguard the Confidential Information from unauthorized use, access or disclosure using at least the degree of care it uses to protect its similarly sensitive information and in no event less than a reasonable degree of care; and

5.3.4 ensure compliance by its personnel and be responsible and liable for any non-compliance by its personnel with, the terms of this Section 5.

Notwithstanding any other provisions of this Agreement, the Receiving Party's obligations under this Section 5 with respect to any Confidential Information that constitutes a trade secret under any applicable Law will continue until such time, if ever, as such Confidential Information ceases to qualify for trade secret protection under one or more such applicable Laws other than as a result of any act or omission of the Receiving Party or any of its personnel.

5.4 Compelled Disclosures. If the Receiving Party or any of its personnel is compelled by applicable Law to disclose any Confidential Information then, to the extent permitted by applicable Law, the Receiving Party will: (a) promptly, and prior to such disclosure, notify the Disclosing Party in writing of such requirement so that the Disclosing Party can seek a protective order or other remedy or waive its rights under Section 5.3; and (b) provide reasonable assistance to the Disclosing Party, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. If the Disclosing Party waives compliance or, after providing the notice and assistance required under this Section 5.4, the Receiving Party remains required by Law to disclose any Confidential Information, the Receiving Party will disclose only that portion of the Confidential Information that the Receiving Party is legally required to disclose and, on the Disclosing Party's request, will use commercially reasonable efforts to obtain assurances from the applicable court or other presiding authority that such Confidential Information will be afforded confidential treatment

6 **Limited Warranty and Limitation of Liability.**

6.1 Warranties.

6.1.1 VZC WARRANTS IT HAS THE RIGHT TO GRANT THE LICENSE AND DISTRIBUTE THE LICENSED PRODUCTS UNDER THIS AGREEMENT.

6.1.2 LICENSEE REPRESENTS, WARRANTS, AND COVENANTS THAT IT IS ENTERING INTO THIS AGREEMENT AND INTENDS TO USE THE LICENSED PRODUCTS SOLELY AS A BONA FIDE CUSTOMER OF VZC AND THAT LICENSEE WILL NOT USE OR CAUSE OR PERMIT OTHERS TO USE THE LICENSED PRODUCTS, IN WHOLE OR IN PART, TO DEVELOP, DISTRIBUTE, PROVIDE, OR USE ANY PRODUCT OR SERVICE THAT COMPETES WITH ANY OF THE LICENSED PRODUCTS, OR IN OR FOR ANY PURPOSE, MANNER, OR APPLICATION THAT DISADVANTAGES VZC OR VZC'S BUSINESS OR OPERATIONS.

6.2 Warranty Disclaimer. EXCEPT FOR THE LIMITED WARRANTIES SET FORTH IN SECTION 6.1, ALL LICENSED PRODUCTS AND OTHER PRODUCTS, INFORMATION, MATERIALS, AND SERVICES PROVIDED BY VZC ARE PROVIDED "AS IS." VZC SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, VZC MAKES NO WARRANTY OF ANY KIND THAT THE LICENSED PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET LICENSEE'S OR OTHER PERSONS' REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEMS, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE OR ERROR FREE. ALL OPEN-SOURCE COMPONENTS AND OTHER THIRD-PARTY MATERIALS ARE PROVIDED "AS IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY OF THEM IS STRICTLY BETWEEN LICENSEE AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF SUCH OPEN-SOURCE COMPONENTS AND THIRD-PARTY MATERIALS.

6.3 Limitations of Liability.

6.3.1 Exclusion of Damages. EXCEPT AS OTHERWISE PROVIDED IN SECTION 6.3.3, NEITHER PARTY WILL BE LIABLE FOR ANY (A) LOSS OF PRODUCTION, USE, BUSINESS, CONTRACTS, REVENUE, PROFIT, ANTICIPATED SAVINGS, OR ANY DIMINUTION IN VALUE; (B) BUSINESS INTERRUPTION OR IMPAIRMENT, OR ANY USE OF OR INABILITY TO USE ANY OF THE LICENSED PRODUCTS OR OTHER MATERIALS, (C) LOSS, DAMAGE, CORRUPTION, OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY, OR (E) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

6.3.2 Cap on Monetary Liability. EXCEPT AS OTHERWISE PROVIDED IN SECTION 6.3.3, IN NO EVENT WILL THE AGGREGATE LIABILITY OF VZC AND ITS SERVICE PROVIDERS, AND SUPPLIERS UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, EXCEED THE TOTAL AMOUNTS PAID OR PAYABLE TO VZC UNDER THIS AGREEMENT IN THE 12 MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATIONS APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

6.3.3 Exceptions. The exclusions of damages and limitations of liability set forth in this Section 6.3 do not apply to a Party's obligations under Section 4 (Intellectual Property Rights); Section 5 (Confidentiality); Section 6.1 (Warranties); or a party's gross negligence, willful or more culpable acts or omissions.

7 **Reporting and Audits.**

7.1 Reporting. Licensee's Fees owed may be based on the expected bi-directional volume of data through the Software as set forth on the Schedule. If applicable, this volume is measured and recorded in System Management Facilities (SMF) data of Licensee's IBM z series system and can be accessed and monitored at any time by Licensee. VZC may request from Licensee the unaltered SMF data from each instance of the Software at any time but at a minimum once a year, typically within 30 days before or after renewal. Should Licensee have exceeded the Licensed volume of licensed data tier and Licensee is renewing at this higher tier, then Licensee will only be required to pay a true-up for a total of fifty percent (50%) of the highest tier achieved in the prior license Term plus the license fee for the renewal Term. If Licensee is not renewing the License or wishes to renew at the lower volume of data tier, then Licensee must pay the full true-up of the highest volume of data tier from the prior term.

7.2 Audit Procedure. VZC or its nominee (including its accountants and auditors) may, in VZC's on ten (10) days' notice, inspect and audit Licensee's use of the Software under this Agreement at any time during the Term and for two years following the termination or earlier expiration of this Agreement. All audits will be conducted during regular business hours. Licensee shall make available all such books, records, equipment, information, and personnel, and provide all such cooperation and assistance, as may be requested by or on behalf of VZC with respect to such audit. VZC shall only examine information directly related to Licensee's use of the Software.

7.3 Cost and Results of Audit. If the audit determines that Licensee's use of the Software exceeded the usage permitted by this Agreement by more than 10%, Licensee shall pay to VZC all amounts due for such excess use of the Software, plus interest on such amounts, as calculated pursuant to Section 2.4.1. If the audit determines that such excess use equals or exceeds 50% of Licensee's permitted level of use, Licensee shall also pay to VZC all reasonable costs incurred by VZC in conducting the audit. Licensee shall make all payments required under this Section 7.3 within 30 days of the date of written notification of the audit results.

8 **General Provisions.**

8.1 Notice. All notices, consents and other communications hereunder must be in writing by email or to the address below:

VZC: VirtualZ Computing Corporation
5775 Wayzata, Blvd., Ste. 700
Minneapolis, MN 55416
notice@virtualzcomputing.com

Licensee: See Purchase Order or License Schedule

Notices sent in accordance with this Section 8.1 will be deemed effectively given: (a) when received, if delivered by hand, with signed confirmation of receipt; (b) when received, if sent by a nationally recognized overnight courier, signature required; (c) when sent by email, (with confirmation of transmission), if sent during the addressee's normal business hours, and on the next business day, if sent after the addressee's normal business hours; and (d) on the third day after the date mailed by certified or registered mail, return receipt requested, postage prepaid.

8.2 Modification and Waiver. No modification of this Agreement and no waiver of any breach of this Agreement will be effective unless in writing and signed by an authorized representative of the Party against whom enforcement is sought. No waiver of any breach of this Agreement and no course of dealing between the Parties will be construed as a waiver of any subsequent breach of this Agreement.

8.3 Severability. The provisions of this Agreement are severable. If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions will in no way be affected or impaired thereby.

8.4 Survival of Certain Provisions. In the event this Agreement is terminated, the provisions of Section 1.6 (License Restrictions), Section 1.9 (Feedback), Section 2.4 (Late Payment), Section 3.4 (Effect of Termination or Expiration), Section 4 (Intellectual Property Rights), Section 5 (Confidentiality), Section 6.2 (Warranty Disclaimer), Section 6.3 (Limitations of Liability), Section 7 (Reporting and Audits) and Section 8 (General Provisions) of this Agreement will survive such termination.

8.5 Governing Law and Forum. This Agreement will be construed as having been made in and will be governed in accordance with the laws of, the State of Minnesota, excluding any applicable conflict of law provision and under the exclusive jurisdiction of the state and federal courts of the State of Minnesota.

8.6 Remedies Upon Default. In the event of breach by either Party, the non-breaching Party will be entitled to exercise any and all rights and remedies as will be available to it at law or in equity. The non-breaching Party may exercise remedies concurrently or separately, and the exercise of one remedy will not be deemed either an election of such remedy or a preclusion of the right to exercise any other remedy.

8.7 Entire Understanding. This Agreement includes any properly executed attachments riders, including, but not limited to, schedules exhibits, or addenda, now or hereafter attached hereto. Further, the Parties agree that the Recitals and the attachments contained herein are specifically incorporated into the Agreement by the reference herein. In addition, this Agreement constitutes the exclusive and entire agreement between the Parties with respect to its subject matter and as of its date supersedes all prior or contemporaneous agreements, negotiations, representations and proposals, written or oral, relating to its subject matter.

8.8 Export Regulation. The Licensed Product may be subject to US export control laws, including the Export Control Reform Act and its associated regulations. Licensee will not, directly or indirectly, export, re-export, or release the Licensed Product to, or make the Licensed Product accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. Licensee will comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Licensed Product available outside the US.

8.9 US Government Rights. The Licensed Product is a “commercial product” as that term is defined at 48 C.F.R. § 2.101, consisting of “commercial computer software” and “commercial computer software documentation” as such terms are used in 48 C.F.R. § 12.212. Accordingly, if Licensee is an agency of the US Government or any contractor therefor, Licensee receives only those rights with respect to the Licensed Product as are granted to all other end users under license, in accordance with (a) 48 C.F.R. § 227.7201 through 48 C.F.R. § 227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. § 12.212, with respect to all other US Government licensees and their contractors.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed by their duly authorized representatives as of the Effective Date.

VirtualZ Computing Corporation
(VZC)

(Licensee)

By _____

By _____

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____

Schedule 1
License Schedule

This Schedule No. __, dated _____ (“**Effective Date**”), is entered into pursuant to the Software License Agreement dated _____, by and between VirtualZ Computing Corporation (“**VZC**”) and , _____ (“**Licensee**”), all of the terms of which are hereby incorporated herein by reference.

- A. Licensed Products
- B. License Scope
- C. License Term
- D. License Fees,
- E. Invoice Contact and Address,
- F. Payment Terms
- G. Licensee Support Contacts
- H. Licensee Notice Contact

By the signatures of their duly authorized representatives below, VZC and Licensee, intending to be legally bound, agree to all of the provisions of this Schedule, the Agreement, and any attachments thereto between the Parties as of the Effective Date set forth above.

VirtualZ Computing Corporation
(VZC)

(Licensee)

By _____

By _____

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____