

SOFTWARE LICENSE AGREEMENT

1. GENERAL

THIS LICENSE CONTRACT FOR SOFTWARE (HEREINAFTER REFERRED TO AS A "Contract") CONSTITUTES A LEGALLY BINDING CONTRACT CONCLUDED BETWEEN:

Mizutech S.R.L. (hereafter "Licensor") with address located Str.Vulcan, Nr. 109, 500188 Brasov, jud. Brasov, Romania MIZUTECH S.R.L,

and

XXX

dated as of April 26, 2016

Licensor and Licensee agree that the following terms and conditions apply to the provision of software (hereafter "Software") as specified in Exhibit A attached hereto.

2. COPY RIGHTS

The Licensor declares that he is the creator of the Software and he is entitled to enjoy thereto related copy rights.

The Licensor declares and ensures that he enjoys exclusive and full property law to the Software which is the subject of this Contract. The above mentioned rights are not burdened with any rights of any third parties and the disposition of them is not in any way excluded or limited.

3. LICENSE

This Software is licensed, not sold. Licensor hereby grants, and Licensee accepts, a single non-transferable and non-exclusive license to use Software subject to all the terms and conditions of this Contract. All rights not specifically granted to Licensee by this license shall remain in Licensor.

Licensee shall not have the right to adapt, translate, reverse engineer, decompile, disassemble, create derivative works based on the Software.

Title, ownership rights, and intellectual property rights in the Software shall remain with Licensor and/or its suppliers. Title and related rights in the content accessed through the Software is the property of the applicable content owner and is protected by applicable law. The license granted under this Agreement gives you no rights to such content.

The License is granted for indefinite period of time.

The Licensee hereby authorizes the Licensor to control the manner of using the Software. Such controls should be conducted during working hours of the Licensee in a manner which does not hinder his standard operation.

The Licensee hereby authorizes the Licensor to block his use of the Software in case the Licensor finds out the Licensee has breached the provisions of this Contract.

4. FORM OF CODE PROVIDED

Licensee is licensed to use only the executable version of the Software under this Contract and not the source code.

5. SUPPORT

Licensor shall provide up to 8 hours e-mail based support service for the Licensee. Additional support might be purchased based on further written agreements.

Licensor shall provide maintenance upgrades for the software up to 2 years if any.

6. ROYALTIES

In consideration of the license granted herein, the User shall pay a nonrefundable license fee regarding the chosen license plan.

Payment is due upon execution of this Agreement. All payments are due in U.S. dollars, and shall be made by wire transfer to the Licensor bank account or via PayPal payment.

7. CONFIDENTIALITY AND NON-DISCLOSURE:

The Licensee agrees to keep all of the Licensor proprietary or confidential information in strict confidence and agrees not to make the proprietary or confidential information available in any form to any third party/personal or to use the proprietary or confidential information.

Licensee acknowledges that the Software is proprietary product of and shall remain the property of Licensor or its suppliers. Licensee shall take appropriate action by instruction or signed agreements with such employees and users to satisfy Licensee's obligations under this Contract. If for any reason Licensee gains access to Licensor 's materials containing any confidential or proprietary marking, or Licensor 's software source code to which Licensee does not have a right of access under a written agreement between Licensee and Licensor, Licensee agrees to not examine, use, copy, or keep such items, but shall return them promptly to Licensor. Licensee 's obligations of confidentiality and nondisclosure shall apply to all forms of software received.

Because harm not adequately compensable might result from unauthorized disclosure of proprietary or confidential information, Licensor may seek injunctive relief, without posting a bond, if Licensee breeches its obligations of nondisclosure under this Contract.

Provisions of this Article shall survive any termination of this Contract.

8. SCOPE OF LICENSE GRANT

Licensee may:

- Access the software from any number of client computers
- Give the access to the software for your customers or use within your company
- Use the software with the VoIP server(s) agreed with licensor (hardcoded/preconfigured ip or domain). All the VoIP servers must be owned by you or your company.

Licensee may not:

- Resell the software
- Sell the software services for third party VoIP providers or other companies and agents
- Reverse engineer, decompile, or disassemble the software
- Modify the software in any way (except modifying the applet parameters and adding digital certificates)
- Rent, lease, grant a security interest in, or otherwise transfer purchase rights of the software
- Use the software connected with VoIP server not agreed on with the licensor
- Make any additional revenue from it by offering the service for other companies or reselling (except the prices according to your voip service tariffs)

9. LIABILITIES OF THE LICENSEE

The Licensee is obliged to immediately inform the Licensor about the installation of the Software on other server that specified during the first installation of the Software by Licensor as well as defining the place of the new installation of the Software.

The Licensee is obliged to protect all copies of the Software against the acquisition or copying by any third Parties.

The Licensee may be not engaged in, or participate with any third party, in any unauthorized event, multiplication, delivering, transferring or using false or illegal version of Software.

The Licensor does not grant any guarantees, assurances or promises other than those express defined in this Contract, and the Licensee shall assume any and all risks stemming from the outcomes of using this software.

The Licensor does not guarantee that the Software shall meet the requirements of the Licensee or that the Software should operate without any problems. The Licensor shall not be responsible for any damage (including but not limiting to any damage stemming from losses in conducted activity, intervals in conducting of the operation, loss of information related to conducted activity or any other financial or no financial damage) resulting from the use or impossibility to use the Software.

10. NO BUSINESS PARTNERSHIP.

This Agreement shall not constitute, create, give effect to or otherwise imply a joint venture, pooling arrangement, partnership or formal business organization of any kind. Nothing herein shall be construed as providing for the sharing of profits or losses arising out of efforts of either or both parties.

11. REPRESENTATIONS AND WARRANTIES

THE LICENSED SOFTWARE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. LICENSOR DOES NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS REGARDING THE USE, OR THE RESULTS OF THE USE OF THE LICENSED SOFTWARE IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, CURRENTNESS, OR OTHERWISE. THE ENTIRE RISK AS TO THE RESULTS AND PERFORMANCE OF THE LICENSED SOFTWARE IS ASSUMED BY THE LICENSEE. LICENSOR DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE LICENSED SOFTWARE, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY AND WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE. LICENSOR SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, AND THE LIKE) ARISING OUT OF ANY CLAIM REGARDING THE USE OF OR INABILITY TO USE THE LICENSED SOFTWARE.

LICENSEE IS RESPONSIBLE FOR THE SELECTION OF SOFTWARE TO ACHIEVE ITS INTENDED RESULTS, USE OF SOFTWARE, AND THE RESULTS OBTAINED THEREFROM. LICENSEE AGREES TO INDEMNIFY AND HOLD LICENSOR AND ITS SUPPLIERS HARMLESS WITH RESPECT TO ALL CLAIMS BY THIRD PARTIES ARISING OUT OF LICENSEE 'S USE OF THE RESULTS OF OPERATION OF THE SOFTWARE.

The Software is not fault-tolerant and is not designed, manufactured or intended for use as on-line control equipment in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines, or weapons systems, in which the failure of the Software could lead directly to death, personal injury, or severe physical or environmental damage ("High Risk Activities"). Accordingly, Licensor and its suppliers specifically disclaim any express or implied warranty of fitness for High Risk Activities.

12. TERMINATION

This Contract or the license of any Software may be terminated as follows: This Agreement and the license granted hereunder will terminate automatically if Licensee or Licensor fail to comply with the limitations described herein. Upon termination, Licensee must destroy all copies of the Software.

13. AGREEMENT; COUNTERPARTS

This Agreement constitutes the exclusive and entire agreement between the parties with respect to the subject matter hereof. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same instrument

14. EXPORT CONTROLS

It is understood that Licensor is subject to United States Laws and regulations controlling the export of technical data, computer software, laboratory prototypes and other commodities (including the Arms Export Control Act, as amended and the Export Administration Act of 1979),

and that its obligations hereunder are contingent on compliance with applicable United States export laws and regulations. The transfer of certain technical data and commodities may require a license from the cognizant agency of the United States Government and/or written assurances by LICENSEE that LICENSEE shall not export data or commodities to certain foreign countries without prior approval of such agency. Licensor neither represents that a license shall not be required nor that, if required, it shall be issued. LICENSEE shall be responsible for compliance with any and all applicable United States or foreign export or import laws and regulations.

15. SURVIVAL OF AGREEMENTS

Notwithstanding the termination or completion of this Contract, all representations, warranties, and duties of non-disclosure in this Contract will continue in full force and affect to the extent required for their full observance and performance.

16. ENTIRE CONTRACT

The terms and conditions stated in this Contract constitute the complete and exclusive statement of the Contract between Licensee and Licensor and supersede all prior oral and written statements of any kind whatsoever made by either party or their representatives. Any terms and conditions of any subsequent invoice or other such agreement used by Licensor in connection with this Contract shall be considered valid and enforceable to the extent that such terms and conditions can be interpreted as consistent with this Contract. If such terms and conditions cannot be interpreted as consistent with this Contract, those terms shall be superseded by this Contract.

This License Agreement is valid without Licensor signature. It becomes effective upon the earlier of Licensee signature or Licensee's use of the Software.

XXX

Mizutech S.R.L.

by: _____

by: Istvan Fenesi

for and on the behalf of

XXX

for and on the behalf of
Mizutech S.R.L.

Exhibit A

Software Description

-SOFTWARE: Mizu WebPhone

Homepage: <https://www.mizu-voip.com/Software/WebPhone.aspx>