Source Code License/Non-Resale Agreement

BY INSTALLING, COPYING, DOWNLOADING, ACCESSING OR OTHERWISE USING THE SOFTWARE PROVIDED IN THIS PACKAGE (THE "SOFTWARE" OR "ULTRASMSSCRIPT"), YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, THAT YOU UNDERSTAND IT AND THAT YOU AGREE TO BE BOUND BY ITS TERMS.

Licensor - Josh Vallera - Owner of UltraSMSScript
Licensee - **[YOUR NAME HERE]**

Preamble

Licensor has developed certain proprietary software products including software for managing text message campaigns on Exhibit A attached hereto (the"**Software**"). Licensee now wishes to license, and Licensor wishes to grant, a license interest in the source code version of the Software to allow Licensee to develop a customized version of the Software and/or integrate some or all of the functionality of the Software into Licensee's own programs, all subject to the terms and conditions set forth herein. THEREFORE, with the intent to be legally bound, the parties hereby agree as follows:

Agreement

1.   **Definitions**. As used in this Agreement, the following capitalized terms shall have the definitions set forth below:

"**Derivative Works**" are works developed by Licensee, its officers, agents, contractors or employees, which are based upon, in whole or in part, the Source Code and/or the Documentation and may also be based upon and/or incorporate one or more other preexisting works. Derivative Works may be any improvement, revision, modification, translation (including compilation or recapitulation by computer), abridgment, condensation, expansion, or any other form in which such a preexisting work may be recast, transformed, or adapted. For purposes hereof, a Derivative Work shall also include any compilation that incorporates such a preexisting work.

"**Documentation**" is written, printed or otherwise recorded or stored (digital or paper) material relating to the Software and Source Code, including technical specifications and instructions for its use including Source Code annotations and other descriptions of the principles of operation of the Source Code and Tools and instructions for its use.

"**Improvements**" shall mean, with respect to the Source Code, all modifications and changes made, developed, acquired or conceived after the date hereof and during the entire term of this Agreement.

"**Source Code**" is the computer programming source code form of the Software in the form provided by Licensor to Licensee, and includes all non-third-party executables, libraries, components, and Documentation created or used in the creation, development, maintenance, and support of the Software as well as all updates, error corrections and revisions thereto provided by Licensor, all provided by Licensor for use, in whole or in part, either by itself or in the development of Derivative Works.

2.   **Source Code License.**

(a)   <u>Grant of License</u>.   For the consideration set forth below, Licensor hereby grants to Licensee, and Licensee hereby accepts the license and conditions set forth below:

(i)   The right and license to use and incorporate the Source Code and/or the Documentation, in whole or in part, to develop Derivative Works (including the integration of all or part of the Source Code into Licensee's own software).

(ii)   The right and license to use and copy the Source Code, in whole or in part, in compiled, object-code form for Licensee's internal testing and development use.

(iii)   The right and license to make a backup copy of Source Code and Documentation.

(b)   <u>Scope; Rights and Responsibilities</u>.

(i)   Licensor shall deliver to Licensee one complete copy of the Source Code, and one complete copy of the Documentation.

(ii)   The Source Code is intended for the use of Licensee in development efforts.   Licensee has no right hereunder to compile such Source Code in the form provided hereunder by Licensor to Licensee and distribute the resulting, unmodified Licensor Software.

(iii)   Licensee does not have the right to distribute the Source Code, whether modified or unmodified, nor does licensee have any rights to rebrand UltraSMSScript(actual script/source code) and sell it under a different brand name.

(iv)   Only licensor, UltraSMSScript(Joshua Vallera), will have exclusive rights to commercialize, prepare and sell digital products based upon UltraSMSScript, and otherwise use and exploit the Intellectual Property Rights of UltraSMSScript. Licensee has full rights to use UltraSMSScript and directive works on a

SaaS(Software as a Service) basis to sell SMS services to licensee's own clients.

(v) Notwithstanding the restrictions in Section 2(b)(ii,iii,iv) above, Licensee may appoint, or work with, third parties to perform development services using the Source Code, the source code to Derivative Works and/or the Documentation on behalf of, or working with, the Licensee. Release of Source Code, Derivative Work source code and/or Documentation to such third parties shall be subject to the agreement of such third parties to be subject to appropriate limited, non-transferable sub-license terms and conditions. Furthermore, such Licensee contractors shall provide a written statement saying he/she will not hold any copies of the Source Code following termination of their agreement with the Licensee.

(c) Ownership.

(i) <u>Software and Source Code</u>. Except for the rights granted to Licensee herein, all rights, title, copyright, and interest in the Software and Source Code will be and remain the property of Licensor.

(ii) <u>Acquisition Transfer.</u> Licensee has full rights to transfer license of source code and directive works to third party in the event of licensee's business being acquired.

3. **Consideration.**

(a) Licensee shall pay to Licensor the amount set forth on Exhibit A, attached hereto and incorporated by reference herein, as a one-time, upfront fee in consideration for the licenses and rights granted hereunder (the "**License Fee**").

(b) Once paid, the License Fee shall be <u>non-refundable.</u> Licensee agrees to not dispute the payment with licensee's credit card company and they understand the charges authorized is/are non-refundable, non revocable, non contestable and licensee waive's right of refund and/or dispute the charge.

4. **Representations and Warranties.**

(a) <u>Mutual</u>. Each of the parties represents and warrants to the other as follows.

(i) such party is a legal entity duly organized, validly existing and in good standing in its jurisdiction of incorporation;

(ii)   such party has the corporate power and authority to conduct its business as presently conducted and to execute, deliver and perform this Agreement.

(iii)   This Agreement has been duly and validly executed and delivered by such party and constitutes the legal, valid and binding obligations of such party respectively, enforceable against such party in accordance with their respective terms;

(iv)   the execution, delivery and performance of this Agreement does not and will not violate such party's charter or by-laws; nor require any consent, authorization, approval, exemption or other action by any third party or governmental entity.

(b)   Licensor warrants that, at the time of delivery, the files resulting from the Source Code will be true copies of Licensor's most recently released, standard version of Software.

5.   **Indemnification**.

Licensor shall not be responsible for any modifications to the Software and/or Source Code that were made by Licensee, and/or any claims, demands, actions, costs, expenses, liabilities, judgments, causes of action, proceedings, suits, losses, and damages of any nature resulting from Licensee's use of the Software and/or Source Code.

6.   **Miscellaneous.**

(a)   General Provisions. This Agreement: (i) may be amended only by a writing signed by each of the parties; (ii) may be executed in several counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument; (iii) contains the entire agreement of the parties with respect to the transactions contemplated hereby and supersedes all prior written and oral agreements, and all contemporaneous oral agreements, relating to such transactions; (iv) shall be governed by, and construed and enforced in accordance with, the laws of the State of Illinois ; and (v) shall be binding upon, and inure to the benefit of, the parties and their respective successors and permitted assigns. Each of the parties hereby irrevocably submits to the jurisdiction of the County Court of Will County, Illinois for the purposes of any action or proceeding arising out of or relating to this Agreement or the subject matter hereof and brought by any other party; provided, however any party may at its option seek injunctive relief in any court with relevant jurisdiction where such other party or such assets may be found or where such other party may be subject to personal jurisdiction, and may effect service of process as provided under any applicable law. The rights and remedies of the parties hereunder are cumulative and not exclusive of any rights or remedies which the parties would otherwise have. The waiver by a party of any breach or violation of any provision of this Agreement shall not operate or be construed a waiver of any subsequent breach or violation hereof.

(b)　　　Notices.　Unless otherwise specifically provided herein, all notices, consents, requests, demands and other communications required or permitted hereunder:

(i)　　　shall be in writing;

(ii)　　　shall be sent by messenger, certified or registered U.S. mail, a reliable express delivery service or telecopier (with a copy sent by one of the foregoing means), charges prepaid as applicable, to the appropriate address(es) or number(s) set forth below; and

(iii)　　　shall be deemed to have been given on the date of receipt by the addressee, as evidenced by (A) a receipt executed by the addressee (or a responsible person in his or her office), the records of the Party delivering such communication or a notice to the effect that such addressee refused to claim or accept such communication, if sent by messenger, U.S. mail or express delivery service, or (B) a receipt generated by the sender's telecopier showing that such communication was sent to the appropriate number on a specified date, if sent by telecopier.

(d)　　　Severability.　It is the intent of the parties that the provisions of this Agreement be enforced to the fullest extent permissible under the laws and public policies of each jurisdiction in which enforcement hereof is sought.　In furtherance of the foregoing, each provision hereof shall be severable from each other provision, and any provision hereof which is unenforceable in any jurisdiction shall be subject to the following:　(i)　if such provision is contrary to or conflicts with any requirement of any statute, rule or regulation in effect in such jurisdiction, then such requirement shall be incorporated into, or substituted for, such unenforceable provision to the minimum extent necessary to make such provision enforceable; (ii)　the court, agency or arbitrator considering the matter is hereby authorized to (or, if such court, agency or arbitrator is unwilling or fails to do so, then the parties shall) amend such provision to the minimum extent necessary to make such provision enforceable, and the parties hereby consent to the entry of an order so amending such provision; and　(iii)　if any such provision cannot be or is not reformed and made enforceable pursuant to clause (i) or (ii) above, then such provision shall be ineffective in such jurisdiction to the minimum extent necessary to make the remainder of this Agreement enforceable in such jurisdiction.　Any application of the foregoing provisions to any provision hereof shall not (1) effect the validity or enforceability of any other provision hereof or (2) prevent such provision from being enforced as written in any other jurisdiction.

7. **Non-Disclosure**

(a).　　　For purposes of section 7 of this agreement, "Confidential Information" shall mean any and all non-public information, including, without limitation, technical, developmental, marketing, sales, operating, performance, cost, know-how, business plans, business methods, and process information, disclosed to the Licensor.

(b)　　　All Confidential Information disclosed to the Licensor will be used solely for the Business Purpose and for no other purpose whatsoever. The Licensor agrees to keep the Licensee's Confidential Information confidential and to protect the confidentiality of such

Confidential Information with the same degree of care with which it protects the confidentiality of its own confidential information, but in no event with less than a reasonable degree of care. Licensor may disclose Confidential Information only to its employees, agents, consultants and contractors on a need-to-know basis. Licensor agrees to keep the relationship with licensee confidential and will not disclose relationship with public in any way.

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Signature Page for

Source Code License/Non-Resale Agreement

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<<LICENSEE>>

http://copyrightweb.com/CheckDeposit.aspx?numdepot=DEP635552271003336803&sct=UltraSMSScript.com

_____
Signature

Print Name: _____

Address: _____

Phone:_____

Date: _____

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EXHIBIT A

Software

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Name	Version	Price
UltraSMSScript - Level 4(Source Code)	2017	USD $1,997.00