

CCIX CONSORTIUM, INC.
EVALUATION LICENSE AGREEMENT

THIS EVALUATION LICENSE AGREEMENT ("Agreement"), dated as of the Effective Date (as defined below), governs the access and use of the CCIX Specification (as defined herein), which has been developed by, and is owned by, CCIX Consortium, Inc., a Delaware nonprofit corporation ("**CCIX**").

THE PERSON ASSENTING TO THIS AGREEMENT HEREBY ACKNOWLEDGES AND AGREES THAT HE/SHE IS AN AUTHORIZED REPRESENTATIVE OF, AND HAS THE FULL AUTHORITY TO ASSENT TO THIS AGREEMENT ON BEHALF OF THE COMPANY/ USER THAT IS IDENTIFIED IN THE DOWNLOADING PROCESS (HEREINAFTER, THE "COMPANY"). THIS AGREEMENT GOVERNS THE USE OF THE CCIX SPECIFICATION BY THE COMPANY AND ITS AFFILIATES.

IF COMPANY ELECTS TO ACCEPT THIS AGREEMENT BY CHECKING THE "I AGREE" BOX, THE COMPANY HEREBY AUTOMATICALLY AGREES TO BECOME BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT AS IT IS PRESENTED TO COMPANY AS OF THE DATE OF SUCH ASSENT (THE "EFFECTIVE DATE"). NO CHANGES (ADDITIONS OR DELETIONS) TO THIS AGREEMENT WILL BE ACCEPTED BY CCIX.

COMPANY'S RIGHT TO ACCESS AND USE THE CCIX SPECIFICATION IS CONDITIONED ON ITS ACCEPTANCE, WITHOUT MODIFICATION, OF THIS AGREEMENT. IF COMPANY DOES NOT AGREE TO ALL TERMS AND CONDITIONS OF THIS AGREEMENT, COMPANY WILL NOT HAVE ANY RIGHT TO ACCESS OR USE THE CCIX SPECIFICATION. COMPANY SHOULD DOWNLOAD AND PRINT THIS AGREEMENT FOR ITS RECORDS.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Company agree as follows:

1. **DEFINITIONS.** In addition to any other defined terms herein, the following terms have the following meanings:

1.1 "**Effective Date**" has the meaning as set forth above.

1.2 "**Intellectual Property Right(s)**" means any patent, copyright, trade name, trademark, trade secret, know-how, or any other intellectual property right or proprietary right whether registered or unregistered and whether now known or hereafter recognized in any jurisdiction.

1.3 "**CCIX Specification**" means the CCIX specification entitled: CCIX Base Specification Rev1.0a V1.0 for Evaluation

2. **LIMITED LICENSE GRANT.**

2.1 **License Grant.** Subject to compliance with all of the terms and conditions of this Agreement, CCIX hereby grants to Company a limited, non-exclusive, personal, non-transferable, non-sublicensable, non-assignable, copyright license to only review the CCIX Specification solely for internal evaluation purposes ("**Evaluation License**").

2.2 **Additional Restrictions on Evaluation License.** In addition to any other limitations set forth in this Agreement, the Evaluation License is explicitly subject to the following additional terms and conditions:

(i) The Evaluation License: (a) is personal to Company and is not transferable, sub-licensable, or assignable to any other party; and (b) automatically terminates if the Company breaches this Agreement.

(ii) Company is explicitly prohibited from revising, altering, modifying, making any derivatives of, or otherwise amending any part of the CCIX Specification.

(iii) Nothing in this Agreement shall be deemed as granting (either expressly, impliedly or by estoppel) to the Company any of the benefits and/or rights of a Member of CCIX, including without limitation any rights granted to CCIX Members pursuant to CCIX's Intellectual Property Policy, Bylaws, or any other policies, procedures or documents that govern CCIX or its CCIX Members. For purposes of clarity and for the avoidance of doubt, if the Company is not a Member of CCIX but still elects to implement the CCIX Specifications, the Company is hereby given notice that the Company's election to do so is at its own risk and does not give the Company any of the rights or protections of the Members of CCIX, including without limitation any of the rights and/or protections of Members under CCIX's Intellectual Property Policy; and

(iv) Except for the limited Evaluation License pursuant to Section 2.1 above, nothing contained in this Agreement shall be deemed as granting (either expressly, implied or by estoppel) to the Company any kind of license to implement or use the CCIX Specification, any other CCIX standards, or any other Intellectual Property Rights owned or controlled by CCIX, including without limitation any trademarks or service marks of CCIX.

2.3 **Reservation of Rights By CCIX.** Company acknowledges and agrees that, except to the limited Evaluation License in Section 2.1, CCIX retains and reserves all rights, title and interest in and to all of the CCIX Specification, all other CCIX standards, all CCIX trademarks/service marks, and all other CCIX Intellectual Property Rights.

3. **FEEDBACK.** If the Company provides to CCIX any of the Company's feedback, comments, or input related to the CCIX Specifications ("**Feedback**"), the Company hereby automatically grants to CCIX a non-exclusive, worldwide, perpetual, transferable, royalty-free license to use the Feedback in the CCIX Specification or in any other aspect of CCIX's specification development activities or operations.

4. **DISCLAIMERS LIMITATION OF CCIX'S LIABILITY.** COMPANY ACKNOWLEDGES AND AGREES THAT THE CCIX SPECIFICATION AND ALL INFORMATION CONTAINED THEREIN IS PROVIDED "AS IS" AND THAT CCIX MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO THE CCIX SPECIFICATION. TO THE MAXIMUM EXTENT

PERMITTED BY APPLICABLE LAW, CCIX HEREBY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND/OR COVENANTS, WHETHER EXPRESS OR IMPLIED, WRITTEN OR ORAL, STATUTORY OR AT COMMON LAW, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, VALIDITY, AND/OR NON-INFRINGEMENT WITH REGARD TO THE CCIX SPECIFICATION AND THE INFORMATION CONTAINED THEREIN.

CCIX SHALL HAVE NO LIABILITY ARISING OUT OF ANY USE OF THE CCIX SPECIFICATION BY COMPANY, ANY OF ITS CUSTOMERS, OR ANY OTHER PARTY, WHETHER BASED UPON WARRANTY, CONTRACT, TORT OR OTHERWISE. NEITHER CCIX, NOR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, MEMBERS, OR AFFILIATES SHALL BE LIABLE TO COMPANY, ITS CUSTOMERS OR ANY OTHER PARTY FOR DIRECT OR INDIRECT DAMAGES, WHETHER SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, OR LOSS OF USE DAMAGES), AND WHETHER OR NOT FORESEEABLE, ARISING OUT OF, OR RESULTING FROM, COMPANY'S LICENSE TO USE, OR ANY OTHER USE OF, THE CCIX SPECIFICATION.

IN NO EVENT SHALL CCIX OR ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, MEMBERS OR AFFILIATES BE LIABLE TO COMPANY, ITS CUSTOMERS, OR ANY OTHER PARTY FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION ANY LOSS OF PROFITS, LOSS OF DATA OR EQUIPMENT DOWNTIME, EVEN IF CCIX HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. IN THE EVENT THAT ANY LIABILITY IS NEVERTHELESS IMPOSED ON CCIX UNDER THIS AGREEMENT FOR ANY REASON WHATSOEVER, THE AGGREGATE AMOUNTS PAYABLE BY CCIX BY REASON THEREOF SHALL NOT EXCEED ONE THOUSAND US DOLLARS (\$1000).

5. **INDEMNITY.** Company hereby agrees to defend, indemnify and hold harmless CCIX and its successors, affiliates, and assigns, and its CCIX Members, and their respective current and former officers, directors, employees, affiliates and agents ("**Indemnified Parties**") from any and all actions, causes of action, suits, proceedings, claims, demands, judgments, bona fide settlements, penalties, damages, losses, liabilities, costs, and expenses (including without limitation reasonable attorneys' fees and costs) arising out of or related to: (i) any breach by Company of any provisions of this Agreement; or (ii) any use by CCIX or any of the other Indemnified Parties of the Feedback which was provided by Company (as such term is defined in Section 3 of this Agreement).

6. **TERMINATION.** This Agreement may be terminated by CCIX, at CCIX's election, upon the breach by Company of any of the terms and conditions of this Agreement. Upon the termination, expiration or cancellation of this Agreement, regardless of the cause, all rights granted to Company hereunder, including without limitation the Evaluation License, shall immediately and automatically cease.

7. **GENERAL PROVISIONS.**

7.1 **Entire Agreement.** This Agreement represents the entire understanding of the parties as of the Effective Date with respect to the subject matter hereof, and supersedes all prior agreements, negotiations, understandings, representations, statements, and writings between the parties relating thereto.

7.2 **Assignment of Agreement.** Company shall not assign this Agreement (including without limitation the Evaluation License) without the prior written consent of CCIX. Any attempted assignment or transfer by Company without the prior written consent of CCIX shall be null and void, and at CCIX's option, forthwith terminate and cancel this Agreement

7.3 **Relationship of Parties.** Nothing herein contained shall be deemed to create an agency, joint venture or partnership relation between the parties hereto. It is understood and agreed that Company is not, by reason of this Agreement or anything herein contained, constituted or appointed the agent or representative of CCIX for any purpose whatsoever, nor shall anything herein contained be deemed or construed as granting to Company any right or authority to assume or to create any obligation or responsibility, express or implied, for, on behalf of, or in the name of CCIX, or to bind CCIX in any way or manner whatsoever.

7.4 **Governing Law; Enforcement.** This Agreement shall be governed by the laws of the State of Delaware (USA), without reference to conflict of laws principles. CCIX is entitled to an injunction for Company's breach because money damages would not cure the harm from the breach. The exclusive jurisdiction for enforcing this Agreement are the federal or state courts in Portland, Oregon, where both parties hereby consent to jurisdiction.

7.5 **Notices.** All notices or other communications that are required or permitted hereunder shall be in writing and sufficient if delivered personally, sent by prepaid overnight courier, sent by certified or registered mail, or sent by email or facsimile transmission, to the address set forth below or such other address as is subsequently specified in writing:

If to Company: to the Company's address or email address identified in the downloading process.

If to CCIX:

CCIX Consortium, Inc. c/o VTM, Inc.
3855 SW 153 Drive, Beaverton, OR 97006

Email: _____

Any such communication shall be deemed to have been given when delivered if personally delivered, on the business day after dispatch if sent by overnight courier, on the fourth business day following the date of certified or registered mailing if sent by certified or registered mail; or on the date of an email/facsimile transmission if sent by email or facsimile transmission.

7.6 **Severability.** If any one or more of the provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

7.7 **Waiver.** The failure of any Party hereto to insist upon strict performance of any provision of this Agreement or to exercise any right hereunder will not constitute a waiver of that provision or right.

7.8 Attorney's Fees. If any suit or action is filed by any party to enforce this Agreement or otherwise with respect to the subject matter of this Agreement, the prevailing party shall be entitled to recover reasonable attorney fees incurred in preparation or in prosecution or defense of such suit or action as fixed by the trial court and, if any appeal is taken from the decision of the trial court, reasonable attorney fees as fixed by a court of competent jurisdiction.

If You Have Questions: If Company has any questions about this Agreement, then Company should write to CCIX at admin@ccix.casuewaynow.com.