

InterNiche Technologies, Inc.
SOFTWARE LICENSE AGREEMENT
embTCP

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March 14, 2012

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In addition to other terms defined elsewhere in this Agreement, the following terms, when the first letter is capitalized, have the meanings set forth in this Section 1. All definitions below shall apply both to their singular or plural forms, as the context may require.

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8.3 Licensee may terminate this Agreement anytime upon thirty (30) days prior written notice to InterNiche.

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9.1 The provisions of Sections 3, 4, 5, 7, 8 and 9 shall survive the expiration or termination of this Agreement.

9.2 Licensee may not assign its rights or obligations under this Agreement without the prior written consent of InterNiche, and any purported assignment without such consent shall have no force or effect. In the event Licensee desires to assign this Agreement to a successor in interest by merger or acquisition of its entire business, Licensee shall obtain InterNiche's prior written approval, which approval shall not be unreasonably withheld. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the respective parties hereto and their successors and assigns. In the event of an assignment or attempted assignment by Licensee without InterNiche's prior written approval, this Agreement shall immediately terminate.

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9.8 Licensee acknowledges that a breach of this Agreement may cause irreparable damage for which recovery of money damages would be inadequate, and that in addition to any and all remedies available at law and equity, InterNiche shall be entitled to seek injunctive relief to protect its rights under this Agreement.

9.9 In the event any proceeding or lawsuit is brought by either Party in connection with this Agreement, the prevailing Party in such proceeding or lawsuit shall be entitled to receive its costs for such action, including its reasonable attorneys' fees and expert witness fees.

9.10 Each Party acknowledges and agrees that this Agreement does not confer any rights to use any of the other Party's names, trademarks, or logos for any reason, including but not limited to, in connection with it advertising, publicity or other marketing activities.

9.11 No failure or delay by either Party to enforce or take advantage of any provision or right under this Agreement shall constitute a subsequent waiver of that provision or right, nor shall it be deemed to be a waiver of any of the other terms and conditions of this Agreement.

9.12 This Agreement shall be governed by and interpreted in accordance with the laws of the State of California, without regard to provisions concerning conflicts of law. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

9.13 Each Party agrees to comply with all applicable United States laws in performing under this Agreement.

9.14 All notices or communications to be given under this Agreement shall be by email to the person named in the purchase registration.

If to InterNiche: Licensing@iNiche.com

9.15 In the event that any provision of this Agreement is prohibited by any law governing its construction, performance or enforcement, such provision shall be ineffective to the extent of such prohibition without invalidating thereby any of the remaining provisions of the Agreement.

March 14, 2012