

TAGVAULT.ORG SOURCE CODE AGREEMENT

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9. TERMINATION.

9.1. This Agreement shall become effective on the date when Licensee has paid the amount in Exhibit A to Licensor, Licensee has executed this Agreement and provided it to Licensor and Licensor has provided instructions for Licensee to obtain the Software and shall remain in effect perpetually unless terminated as provided herein.

9.2. Without prejudice to any other rights, Licensor shall have the right to terminate this Agreement if Licensee fails to comply with the terms and conditions of this Agreement. In such event, Licensee shall destroy all copies of the Source Code and all of its component parts.

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11.1. Assignment and Effect: This Agreement shall inure to the benefit of and be binding upon both parties, as well as their employees, employers, agents, parents, subsidiaries, representatives, licensees, and assigns.

11.2. Modifications: There will be no modifications, alterations, or amendments to this Agreement, unless both parties agree in writing.

11.3. Governing Law: This Agreement shall be governed by and construed under the laws of the State of New York, United States of America.

11.4. Transfer of Rights: Without prejudice to any other rights, Licensor shall have the right to transfer any rights and/or obligations hereunder to any third party.

Signatures follow on next page.

Licensee

IEEE-ISTO as Trustee for TagVault.org

Name (Signature)

Name (Signature)

Name (Print)

Name (Print)

Title

Title

Date

Date

Information of Licensee

Company Name

Corporate Address

Telephone

Email

EXHIBIT A

SOFTWARE LISTING

1. TAG VALIDATION UTILITY

Item	TagVault.org Member at the Tool/Service Provider or Publisher Level	TagVault.org Non-Member
Source Code	Free	\$5,000
Updates to Source Code	Free	Not Available

2. TAG CREATION and SIGNING UTILITY

Item	TagVault.org Member at the Tool/Service Provider or Publisher Level	TagVault.org Non-Member
Source Code	Free	\$20,000
Updates to Source Code	Free	Not Available