

END USER LICENSE AGREEMENT

This **END USER LICENSE AGREEMENT** ("Agreement") is entered into as of _____, 201__ ("Effective Date"), between Oblong Industries, Inc., a Delaware corporation having a place of business at 923 E. Third St., Unit 111, Los Angeles, CA 90013 ("Oblong"), and _____^a ("Customer"). _____ corporation having a place of business at _____

1. DEFINITIONS

1.1 "Confidential Information" means the business, technical and financial information belonging to Oblong and its licensors, including without limitation, all Software, source code, inventions, algorithms, know-how and ideas and the terms and conditions of this Agreement, that is designated in writing as confidential, or that is disclosed in a manner that a reasonable person would understand the confidentiality of the information disclosed. Confidential Information does not include information that (i) is previously rightfully known to Customer without restriction on disclosure, (ii) is or becomes known to the general public, through no act or omission on the part of Customer, (iii) is disclosed to Customer by a third party without breach of any separate nondisclosure obligation, or (iv) is independently developed by Customer.

1.2 "Documentation" means any administration guides, installation and user guides, and release notes that are normally provided by Oblong to end users of the Software.

1.3 "Intellectual Property Rights" means patents, design patents, copyrights, trademarks, Confidential Information, know-how, trade secrets, moral rights, and any other intellectual property rights recognized in any country or jurisdiction in the world.

1.4 "Software" means the Oblong products, components and modules in object code format.

2. LICENSE GRANTS AND RESTRICTIONS

2.1 License. There are no implied licenses under this Agreement and Oblong and its licensors reserve all rights, title and interest in and to the Software not expressly granted to Customer under this Agreement. All Software licensed pursuant to this Agreement is unpublished copyrighted material, constitutes trade secrets and proprietary data of Oblong and is Confidential Information of Oblong. Subject to Customer's compliance with the terms and conditions of this Agreement, Oblong grants to Customer a perpetual, worldwide, non-exclusive, non-sublicensable, non-transferable license as set forth herein.

2.2 License to Use Software.

2.2.1 Customer may use the Software only (i) in accordance with the Documentation, (ii) for Customer's internal business purposes and (iii) on the hardware purchased from Oblong or one of its authorized resellers.

2.2.2 Customer has no right to receive, use or examine any source code or design documentation relating to the Software.

2.2.3 Customer may make a reasonable number of copies of the Documentation in support of Customer's authorized use of the Software, provided that Customer does not remove any of Oblong's proprietary notices from the Documentation.

2.3 Restrictions. Customer will not and will not allow a third party to: (i) decompile, reverse engineer, disassemble or otherwise attempt to derive, analyze or use any source code or underlying ideas or algorithms related to the Software by any means whatsoever (except to the extent that such restrictions are prohibited by applicable statutory law); (ii) remove or alter any product identification, copyright or other notices; (iii) use or allow the use of the Software by or for the benefit of third parties, including without limitation by renting, leasing, lending, timesharing, or using for service bureau purposes; (iv) except as specified in the Documentation provided by Oblong, incorporate into or with other software any part of the Software; (v) reproduce the Software; (vi) sell, distribute, translate or market the Software; or (vii) install or use the Software on any hardware not provided or approved by Oblong. Customer agrees to ensure that there is no breach, compromise or violation, by Customer employees, consultants, or independent contractors, of such obligations and Oblong's rights and title to the Software. Customer shall be responsible for any breach, compromise or violation of this Agreement by any employees, consultants or independent contractors of Customer.

3. LIMITED WARRANTY & DISCLAIMER

3.1 Limited Warranty. Oblong warrants to Customer that: (i) the Software will materially perform in accordance with the applicable Documentation for thirty (30) days after initial delivery to Customer; and (ii) the Software as delivered by Oblong does not contain any Trojan horses, worms, or undocumented disabling devices.

3.2 Exclusions. Oblong's warranties in this Section 3 shall not extend to problems that result from: (i) Customer's failure to implement all updates issued by Oblong during the warranty period; (ii) any alterations or additions to the Software not performed by or at the direction of Oblong; (iii) failures in operation of the Software that are not reproducible by Oblong; (iv) Software operated in violation of this Agreement or not in accordance with Documentation therefor; or (v) failures which are caused by Customer's software or other software, hardware or products not licensed or provided hereunder.

3.3 Remedies. For any Software not in conformance with this Section 3, Oblong will, at its discretion and cost, either repair or replace the Software. This is Customer's exclusive remedy, and Oblong's sole liability arising in connection with the limited warranties herein.

3.4 Disclaimer. EXCEPT AS OTHERWISE STATED HEREIN, NEITHER OBLONG NOR ITS SUPPLIERS MAKE ANY OTHER WARRANTIES, AND HEREBY DISCLAIM ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT, REGARDING THE USE AND RESULTS OF THE TECHNOLOGY, OR THAT USE WILL BE UNINTERRUPTED OR ERROR-FREE, AND ALL WARRANTIES ARISING OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE IN TRADE.

4. OWNERSHIP

4.1 Oblong Ownership of Software. Oblong and its licensors retain all rights, title, and interest, and all Intellectual Property Rights, in the Software and Documentation, including any modifications, enhancements, maintenance releases, error corrections, patches, releases, workarounds, updates and upgrades thereto.

4.2 Third Party Software. Customer's license to third party software that is installed on, embedded within or used in connection with its Software (operating systems and the like) will be governed exclusively by the terms of the separate software license agreements of the third party, and such licenses will be shipped with the Software.

5. TERM AND TERMINATION

5.1 License Term. Subject to Section 5.2, the term of all licenses granted hereunder will be perpetual.

5.2 Termination. Either party may terminate this Agreement immediately on written notice and the licenses granted hereunder if the other party (i) becomes insolvent and becomes unwilling or unable to meet its obligations under this Agreement, (ii) files a petition in bankruptcy, (iii) is subject to the filing of an involuntary petition for bankruptcy which is not rescinded within a period of forty-five (45) days, or (iv) fails to cure a material breach of any material term or condition of this Agreement within thirty (30) days of receipt of written notice specifying such breach. Oblong may terminate this Agreement immediately on written notice and the licenses granted hereunder if Customer materially breaches its obligations of confidentiality hereunder.

5.3 Effects of Termination. If the termination was made by Oblong based upon the provisions of Section 5.2, all licensed rights granted in this Agreement will immediately cease, and Customer will promptly discontinue all use of the Software and Documentation and return to Oblong or destroy all copies of the Software, Documentation and any other Oblong Confidential Information on tangible media in Customer's possession or control and certify in writing to Oblong that it has fully complied with these requirements.

5.4 Survival. The following provisions will survive any expiration or termination of this Agreement: 3.4 (Disclaimer), 4 (Ownership), 5.3 (Effects of Termination), 5.4 (Survival), 6 (Limitations of Liability), 7 (Indemnification), 8 (Confidentiality) and 10 (General).

6. LIMITATIONS OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, OBLONG AND ITS SUPPLIERS WILL NOT BE LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT, UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR (I) ANY AMOUNTS IN EXCESS, IN THE AGGREGATE, OF THE AMOUNTS RECEIVED BY OBLONG IN RESPECT OF THE SOFTWARE; (II) ANY INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL, RELIANCE OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS; (III) COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY OR SERVICES; (IV) LOSS, INACCURACY, OR CORRUPTION OF DATA OR INTERRUPTION OF USE; OR (V) ANY MATTER BEYOND ITS REASONABLE CONTROL. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

7. INDEMNIFICATION

7.1 Indemnity. Oblong will defend, indemnify and hold Customer harmless against any third party claims, liabilities or expenses incurred (including reasonable attorneys' fees), as well as amounts finally awarded in a settlement or by a court arising from any claim or allegation by a third party that the Software infringes or misappropriates a valid United States patent, copyright or trade secret right of a third party; *provided* that Customer gives Oblong: (i) prompt written notice of any such claim or allegation; (ii) control of the defense and settlement thereof; and (iii) reasonable assistance in such defense or settlement. If any Software becomes or, in Oblong's opinion, is likely to become the subject of an injunction, Oblong may, at its option, (a) procure for Customer the right to continue using such Software, (b) replace or modify such Software so that it becomes non-infringing without substantially compromising its functionality, or, if (a) and (b) are not reasonably available to Oblong, then (c) terminate Customer's license to the allegedly infringing Software. The foregoing states the entire liability of Oblong with respect to infringement of patents, copyrights, trade secrets or other intellectual property rights.

7.2 Exclusions. The foregoing obligations shall not apply to: (i) Software modified by any party other than Oblong, if the alleged infringement relates to such modification, (ii) Software combined or bundled with any non-Oblong products, processes or materials where the alleged infringement relates to such combination, (iii) the use of a version of the Software other than the version that was current at the time of such use, as long as Oblong shall have provided Customer with such non-infringing version, (iv) Software created to the specifications of Customer, or (v) infringement or misappropriation of any proprietary right in which Customer has an interest. Customer will defend, indemnify and hold Oblong harmless against any costs, claims, damages or expenses incurred (including reasonable attorneys' fees), as well as amounts finally awarded in a settlement or by a court arising from any such claim or allegation, subject to conditions reciprocal to those in Section 7.1.

8. CONFIDENTIALITY

Except as expressly and unambiguously allowed herein, Customer will hold in confidence and not use or disclose any Confidential Information and shall similarly bind its employees, consultants, independent contractors and clients in writing. Upon the expiration or termination of this Agreement, all of the Confidential Information (including any copies) will be returned to Oblong, and Customer will make no further use of such materials. If required by law, Customer may disclose Confidential Information of Oblong, but will give adequate prior notice of such disclosure to Oblong to permit Oblong to intervene and to request protective orders or other confidential treatment thereof.

9. EXPORT

The Software and related technical data may be subject to U.S. export control laws, including without limitation the U.S. Export Administration Act and its associated regulations, and may be subject to export or import regulations in other countries. Customer shall comply with all such regulations and agrees to obtain all necessary licenses to export, re-export, or import the Software and related

technical data.

10. GENERAL

10.1 No Agency. Oblong and Customer each acknowledge and agree that the relationship established by this Agreement is that of independent contractors, and nothing contained in this Agreement shall be construed to: (i) give either party the power to direct or control the day-to-day activities of the other; (ii) deem the parties to be acting as partners, joint venturers, co-owners or otherwise as participants in a joint undertaking; or (iii) permit either party or any of either party's officers, directors, employees, agents or representatives to create or assume any obligation on behalf of or for the account of the other party for any purpose whatsoever.

10.2 Compliance with Laws. Each party agrees to comply with all applicable laws, regulations, and ordinances relating to their performance hereunder. Without limiting the foregoing, Customer warrants and covenants that it will comply with all then current laws and regulations of the United States and other jurisdictions relating or applicable to Customer's use of the Software including, without limitation, those concerning Intellectual Property Rights, invasion of privacy, defamation, and the import and export of software.

10.3 Force Majeure. Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder (except for the payment of money) on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, labor conditions, earthquakes, material shortages or any other cause which is beyond the reasonable control of such party.

10.4 Notices. Any notice required or permitted hereunder shall be in writing in English and shall be delivered as follows (with notice deemed given as indicated): (i) by personal delivery when delivered personally; (ii) by established overnight courier upon written verification of receipt; (iii) by facsimile transmission when receipt is confirmed orally; (iv) by certified or registered mail, return receipt requested, upon verification of receipt; or (v) via email with verified receipt. Either party may change its contact person for notices and/or address for notice by means of notice to the other party given in accordance with this Section. Notices shall be sent to the addresses set forth on the signature page hereto.

10.5 Confirmations. Upon request by Oblong, Customer agrees to reasonably cooperate with Oblong's auditors to confirm Customer's compliance with the terms and conditions of this Agreement.

10.6 Marketing; Publicity. Customer agrees to allow Oblong to state that the Customer is a customer on its website and marketing materials. Oblong may issue press releases, white papers and case studies in text and video that references the Customer and its license of the Software, subject to the Customer's prior review and written approval.

10.7 Governing Law; Venue and Jurisdiction. This Agreement shall be interpreted according to the laws of California without regard to or application of choice-of-law rules or principles. The parties expressly agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply. Any legal action or proceeding arising under this Agreement will be brought exclusively in the federal or state courts located in Los Angeles, CA and the parties hereby consent to the personal jurisdiction and venue therein.

10.8 Injunctive Relief. The parties agree that monetary damages would not be an adequate remedy for the breach of certain provisions of the Agreement, including, without limitation, all provisions concerning infringement, confidentiality and nondisclosure, or limitation on permitted use of the Software. The parties further agree that, in the event of such breach, injunctive relief would be necessary to prevent irreparable injury. Accordingly, either party shall have the right to seek injunctive relief or similar equitable remedies to enforce such party's rights under the pertinent provisions of the Agreement, without limiting its right to pursue any other legal remedies.

10.9 Entire Agreement and Waiver. This Agreement shall constitute the entire agreement and contains all terms and conditions between Oblong and Customer with respect to the subject matter hereof and all prior agreements, representations, and statement with respect to such subject matter are superseded hereby. This Agreement may be changed only by written agreement signed by authorized representatives of both Oblong and Customer. No failure of either party to exercise or enforce any of its rights under this Agreement shall act as a waiver of subsequent breaches; and the waiver of any breach shall not act as a waiver of subsequent breaches.

10.10 Severability. In the event any provision of this Agreement is held by a court or other tribunal of competent jurisdiction to be unenforceable, that provision will be enforced to the maximum extent permissible under applicable law, and the other provisions of this Agreement will remain in full force and effect. The parties further agree that in the event such provision is an essential part of this Agreement, they will begin negotiations for a suitable replacement provision.

10.11 Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered (including by facsimile or electronic transmission), shall be deemed an original, and all of which shall constitute the same agreement.

10.12 Assignment. Customer may not, without the prior written consent of Oblong, assign this Agreement, in whole or in part, either voluntarily or by operation of law, and any attempt to do so shall be a material default of this Agreement and shall be void. Oblong may freely assign this Agreement at any time. This Agreement shall be binding upon and shall inure to the benefit of the respective parties hereto, their respective successors and permitted assigns.

10.13 United States Government Users. If a user or licensee of the Software is an agency, department, or other entity of the United States Government ("Government"), the use, duplication, reproduction, release, modification, disclosure or transfer of the Software, or any related documentation of any kind, including technical data or manuals, is restricted in accordance with Federal Acquisition Regulation 12.212 for civilian agencies and Defense Federal Acquisition Regulation 227.7202 for military agencies. The Software is commercial computer software and the related documentation is commercial computer software documentation. The use of the Software and related documentation is further restricted in accordance with the terms of this Agreement, and any modification hereto.