Software Technology Licensing Service Contract for [Insert Project Name]

**Principal Terms**

Party A (Licensee): [(please insert)]

Registered address: [(please insert)]

Party B (Licensor): [Beijing Meishe Network Technology Co., Ltd.]

Registered address: [No. 213, Second Floor, Building 8B, Guanchengyuan, Haidian District, Beijing]

Whereas, Party B owns core technology of mobile video and audio processing, and Party A, on the basis of its needs of business development, intends to acquire the licensing service provided by Party B based on such technology so as to apply the same in [(please insert) project] (hereinafter referred to as the “Project”). To define the rights and obligations of and facilitate friendly cooperation between the parties, based on the principles of good faith and integrity and upon mutual agreement, Party A and Party B reach the following contract through true and full expression of their respective intentions in accordance with the Contract Law of the People’s Republic of China. This contract is entered into on [ ] (hereinafter referred to as the “Effective Date”), which takes effect as of the Effective Date and remains valid for a term of [ ] for the mutual compliance by both parties.

**Article 1. Definitions**

1.1 Meishe mobile video and audio SDK means the technological software relating to recording and editing of, and implementation of special effects to, mobile video and audio the rights of which software are lawfully owned by Beijing Meishe Network Technology Co., Ltd. (hereinafter referred to as “Meishe SDK”).

1.2 Affiliate means, in relation to a party, any entity that controls, is controlled by, or is under common control with such party; “control” means the direct or indirect ownership of more than fifty percent (50%) of equity interests, voting rights or the power of management of such entity.

1.3 End User means, for the purposes of this Contract, end user of Meishe SDK.

1.4 Business Day means, for the purposes of this Contract, a day other than Saturdays, Sundays and statutory holidays of the People’s Republic of China.

1.5 APP ID means the unique identification of an APP generally, which is Package ID in the case of an Android APP, or Bundle ID in the case of an IOS APP. Each APP will have a unique APP ID.

**Article 2. Content**

2.1 Party B grants Party A the right to use Meishe SDK. The licensing scheme is set forth in Appendix 1 Licensing Scheme of Meishe Mobile Video and Audio SDK.

**Article 3. Rights and Obligations of the Parties**

3.1 Party A undertakes that it will not reverse engineer, decompile, disassemble, crack or otherwise attempt to obtain the source code of the licensed software or any other technology provided by Party B to Party A for the performance of this Contract. Otherwise, Party B is entitled to rescind this Contract and require Party A to compensate for the direct economic losses incurred therefrom by Party B.

3.2 Party A undertakes that it will not obtain or use such software license in any manner that violates the law or infringes upon the legitimate rights of a third party (including but not limited to intellectual property right, privacy right and portrait right). Otherwise, Party A will assume legal liabilities arising therefrom. Unless expressly agreed herein, Party A shall not use such licensed software obtained from Party B for any product or project other than the agreed product, or distribute SDK or any other technical documentation in any other form obtained from Party B to any third party without Party B's written authorization, or post the same in any online public platform so that a third party may obtain such technical documentation without Party B's written authorization. If Party A breaches the foregoing provision, Party B is entitled to rescind this Contract. Where Party B suffers from any economic loss arising out of such breach by Party A, Party A shall be liable for compensation of all direct and indirect economic losses.

3.3 Party A is required to conduct development in strict compliance with Meishe SDK development documentation to prevent any unnecessary bug in the operation. Subject to Party A's compliance with general SDK development documentation.

3.4 If Party A requires Party B to provide customized theme, customized filter. customized caption template and other services in the operation, the parties may otherwise agree with a separate contract.

3.5 Party A permits Party B to carry out promotion and publicity by using Party A as a typical customer case and to use Party A’s trade names, logos and trademarks as necessary. Each party undertakes that in such promotion and publicity, it will not make any statement that may adversely affect the other party or any Affiliate of the other party or may cause misunderstanding. Otherwise, it shall be liable for breach and compensate for the economic losses incurred therefrom by the other party.

3.6 Party A may not sell, transfer, lease, donate or otherwise make Meishe SDK available to a third party without Party B’s consent. Otherwise, Party B shall be entitled to take measures against Party A, including but not limited to immediately rescinding the license of Meishe SDK and unilaterally rescinding this Contract, and Party A shall compensate for all losses incurred therefrom by Party B.

3.7 Party B warrants that it has the full and lawful right to Meishe SDK and has the right to conduct the cooperation hereunder, and that the licensed Meishe SDK complies with Chinese laws and regulations, without any pornographic, political or other illegal information, or any hidden elements that steal or damage user data or system security, or any infringement upon the intellectual property rights or other legitimate rights and interests of others.

3.8 Party B shall provide the corresponding supporting documents of Meishe SDK including technical documentation and sample programs of Meishe SDK, and improve the same in the product modification and upgrade.

3.9 During the license term hereof, Party B has the obligation to guarantee that Meishe SDK provided thereby is free from any obvious quality problem or critical bug. If Party A finds any bug or quality problem in connection with Meishe SDK in its operation, Party B shall actively cooperate and improve the product.

3.9.1 Special bug means any crash that arises in a special Android model that is not used widely. The parties shall communicate via telephone or email for such bug. Party B shall respond to such critical bug within 48 hours upon request of Party A. Party A shall be obliged to provide the model and cooperate with Party B for Party B to conduct a quick debugging.

3.9.2 Critical bug means any crash that is not specific to any special model. The parties shall communicate via telephone or email for such bug. Party B shall respond to such critical bug within 48 hours upon request of Party A. If such critical bug is caused solely by the own problem of Meishe SDK, Party B shall solve such bug within 72 hours after the response; if such critical bug is verified to be caused by external compiling environment such as a system bug or by other reasons non-attributable to Meishe SDK, the parties shall actively solve such bug through negotiations.

3.9.3 General bug means any bug other than a crash. The parties shall communicate via telephone or email for such bug. Party B shall respond to such bug within 48 hours upon request of Party A. If such general bug is caused solely by issues of Meishe SDK, Party B shall solve such bug within 72 hours after the response; if such general bug is verified to be caused by external compiling environment such as a system bug or by other reasons non-attributable to Meishe SDK, the parties shall actively solve such bug through negotiations.

3.10 Party B has the right to update, improve, upgrade and modify Meishe SDK, provided that any upgraded version shall be backward compatible. All upgrades and updates of Meishe SDK shall be sent to Party A in a timely manner by email to the email address corresponding to the sole account of Party A for acquiring the license.

3.11 Party B shall notify Party A of the expiration date of the license hereunder one month in advance by email.

**Article 4. Price and Payment Terms**

The price here under and its calculation method are set forth in Appendix 3.

**Article 5. Intellectual Property Right**

5.1 Party B owns the intellectual property rights in Meishe SDK and all existing and future copyrights, patent rights, trademark rights and other intellectual property rights of Party B shall belong to Party B. Party B shall be entitled to immediately rescind this Contract and request Party A to be liable for all losses if Party A decompiles, decodes or cracks Meishe SDK or otherwise infringes Party B’s intellectual property rights.

5.2 Each Party shall show sufficient respect to and provide sufficient protection for any intellectual property rights of the other party under this cooperation and warrants that all contents and products provided thereby for this cooperation are free from any defect in intellectual property rights; otherwise, it shall be liable for any consequence of its own acts.

5.3 Either party may use the other party’s trademarks, trade names and other commercial signs in the development, production or promotion of the products under this cooperation as set forth herein, provided that it shall notify the other party and obtain the other party’s consent in advance and comply with the other party’s rules for use of trademarks.

5.4 Unless agreed by the parties, the above provisions on intellectual property rights will not become null and void due to modification, suspension, invalidity, early termination, rescission or unenforceability of this Contract.

**Article 6. Confidentiality**

6.1 Except for the disclosure required by laws and regulations, neither party may apply any confidential information provided by the other party to any other project other than the Project provided herein, or authorize, transfer or share the above materials or information with any third party, whether free of charge or not. However, the above confidential information does not include information which:

* 1. is or becomes generally available to the public without fault on the part of either party;
  2. is lawfully disclosed to a party by a third party;
  3. is independently obtained by either party without referring to the information of the other party; or
  4. is required to be disclosed according to any applicable laws and regulations, regulations of a stock exchange or a court order, provided that the information shall be disclosed to the minimum extent as required under such provisions, and the disclosing party shall be immediately provided with the copies of all documents that require disclosure of the information.

6.2 Confidential information means all confidential and proprietary information, i.e., information directly or indirectly disclosed by either party hereto to the other party relating to the business or technology of the disclosing party, whether in written, oral, visual, non-visual or any other form, in any media, including but not limited to project documents, research and development, data, models, samples, manuals, reports, designs, drawings, plans, flow charts, software (in source code or object code format), algorithms, program directories, hard copies of data files, hardware, processes, product information, plans for new products, sales and marketing plans and proposals, price information, customer lists and other customer information, financial information and files or other information of employees. If disclosed in writing, such information shall be marked “confidential” or with other similar words; if disclosed orally or visually, it shall be announced as confidential information of the disclosing party at the time of disclosure. In addition to the above, confidential information also includes information which ought to be known as confidential by a rational person with capacity for civil conduct by paying due attention, regardless of whether the above-mentioned mark or announcement is made.

6.3 After the termination of this Contract and upon the written instruction of a party, the other party shall delete all materials provided by the first party and any copies thereof, and issue the confirmation document signed by its authorized representative to the first party.

6.4 The contents hereof shall remain strictly confidential. Unless the parties reach an agreement or where disclosure is permitted by laws and regulations, neither party may disclose any content hereof, the progress of the technological development (including but not limited to testing reports) or the technical documentation of the other party to any third party or make any comments on the technological capacities of the other party.

6.5 The obligations under the above confidentiality clause shall remain effective without a specified expiration date, and shall not be impacted by the modification, rescission or termination of this Contract, unless the confidentiality clause is terminated by the parties with a written agreement.

**Article 7. Liability for Breach**

7.1 Either party’s direct or indirect breach of any provision hereof, or failure to assume or timely and fully assume its obligations hereunder shall constitute a breach. The non-breaching party shall have the right to request the breaching party by a written notice to rectify its breach and take sufficient, effective and timely measures to eliminate the consequences of the breach and compensate for all the losses suffered by the non-breaching party due to the breach of the breaching party. If the breaching party fails to rectify its breach within 10 days after receiving the aforesaid written notice with respect to its breach from the non-breaching party, the non-breaching party shall have the right to unilaterally terminate this Contract with a written notice, and to hold the breaching party liable for breach.

7.2 After occurrence of a breach, if upon the reasonable and objective judgment by the non-breaching party such breach has made it impossible or unfair for the non-breaching party to perform its corresponding obligations hereunder, the non-breaching party shall have the right to give a written notice to the breaching party to early terminate this Contract, in which case the non-breaching party shall compensate for losses suffered by the non-breaching party due to the breach of the breaching party.

7.3 In case of Party A’s delay in paying the royalties (subject to the transfer information issued by the bank), Party A shall pay Party B a late penalty equal to 0.05% of the contract price for each day of delay. In case of delay for more than 15 Business Days, Party B has the right to rescind this Contract without refunding the fees paid by Party A, and Party A shall still pay the royalties, customized development fee (if any), customized design fee (if any) and on-site fee (if any) that have incurred.

**Article 8**. **Amendment to, Assignment and Rescission of Agreement**

**8.1** Party A and Party B may amend the terms hereof with mutual agreement after consultation. The amendment hereto shall be made by written supplementary agreement, which shall be attached hereto as an appendix and shall become effective upon signature and seal by both parties. All amendments shall be reflected in print fonts. Such supplementary agreement shall have the same legal effect as this Contract.

8.2 Contract assignment: Save as otherwise provided herein, neither party may assign its rights or obligations hereunder in whole or in part without the prior written consent of the other party.

8.3 Contract rescission: Save as any rescission circumstances as agreed in the terms hereof, if either party has any evidence to prove that the other party has committed, is committing or will commit any breach, it may cease to perform this Contract with a timely notice to the other party. If the other party continues its non-performance of, or improperly performs or breaches this Contract, the non-breaching party may rescind this Contract and require the other party to make compensation for its direct losses.

**Article 9. Miscellaneous**

9.1 In case of any failure of performance or delay in performing this Contract in whole or in part owing to force majeure, Party A and Party B shall not assume any liability for breach towards each other.

9.2 In case of any dispute with respect to this Contract between Party A and Party B, it shall be resolved by the parties through consultation. In case no settlement can be reached through consultations within 60 Days after the date of notification of the existence of the dispute, then such dispute shall be submitted to China International Economic and Trade Arbitration Commission (“CIETAC”) for arbitration which shall be conducted in accordance with the CIETAC's arbitration rules in effect at the time of applying for arbitration.

9.2.1 Each Party shall appoint one arbitrator and the third arbitrator, who shall act as the chairman of the tribunal, shall be appointed by the two arbitrators appointed by the Parties respectively. The Parties agree that the third arbitrator shall not be a national of either Party. If the third arbitrator is not appointed within 10 Days after the date of appointment of the later of the two arbitrators appointed by the Parties, he shall be appointed by the CIETAC.

9.2.2 The arbitral award shall be final and binding upon the Parties and shall be enforceable pursuant to its terms. Any arbitration expense (excluding attorney fees) shall be paid by the losing party or as fixed by the arbitral tribunal.

9.2.3 The arbitral award may be enforced by filing as judgment in any court having jurisdiction, or application may be made to such court for assistance in enforcing the award, as the case may be. If it becomes necessary for either Party to enforce an arbitral award by legal action of any kind, the defaulting Party shall pay all reasonable costs and expenses and attorney’s fees, including any cost of additional litigation or arbitration that shall be incurred by the Party seeking to enforce the award.

9.2.4 During the period when a dispute is being resolved, the Parties shall in all respects other than the issue(s) in dispute continue their performance of this Contract.

9.2.5 Nothing contained in this Article 9.2 shall preclude either Party from seeking specific performance, injunctive relief or other equitable remedies in any court with competent jurisdiction.

9.3 With respect to anything uncovered herein, the Parties shall handle it in the spirit of friendliness and may enter into supplementary agreement.

9.4 Upon the expiration of the license, if Party A does not propose to terminate the license and continues to use the relevant Meishe SDK, it shall be deemed that Party A agrees to purchase a new license term, in which case the parties will otherwise negotiate the specific price thereof and enter into a supplementary agreement.

9.5 This Contract shall be written in the Chinese and English. Both versions shall be of equal legal effect. This Contract shall become effective upon stamps by both parties. It shall be executed in four (4) copies and each party shall retain two (2) copies. All copies shall have the same legal effect.

(Signature page to follow, no text below)

List of Appendices

Appendix 1: Licensing Scheme of Meishe Mobile Video and Audio SDK

Appendix 2: Price and Method of Settlement

Appendix 3: Supplementary Agreement

Party A: (Stamp)

Legal representative/Authorized representative:

Date:

Party B: Beijing Meishe Network Technology Co., Ltd. (Stamp)

Legal representative/Authorized representative:

Date:

Appendix 1:

**Licensing Scheme of Meishe Mobile Video and Audio SDK**

**Licensed Project:**

|  |  |  |
| --- | --- | --- |
| **Functionality Type** | **Functionality** | **Functionality Description** |
|
| UI | Customized UI | No restriction on UI, developers feel free to customize UI |
| SDK Basic Functionalities | Video Size Setting | Setting resolution, bitrate, etc while capturing and editing |
| Video Composition | Compositing unlimeted number of videos and images into one video |
| Mixed Video/Image Editing | Mixed videos and images editing, generating MV, album etc. |
| Realtime Rreview | Effects like fiter, sticker, theme can be previewed immediately while capturing and editing without preprocessing |
| Volume Setting | Volumes of each clip (video, audio, dub) can be tuned separately |
| Thumbnail Sequence | Video thumbnail sequence view is provided to save users' time |
| Effect Extension Interface | Developers can integrate their own video processing into the video processing of SDK |
| Live Streaming | Capturing effects are available in live streaming |
| Multi-track Video | Developers can use multiple video tracks to achieve picture-in-picture, split-screen and other special effects |
| Video Capture | Full HD Recording | Supporting up to 1080P video recording, custom bit rate,gop size,aspect ratio, etc. |
| Multi-segment Capturing | Capturing multipile segments with seperate video files or a single video file |
| Unlimited Capture Duration | Unlimited capture duration |
| Camera Switch | Supporting both front-end and back-end camera capturing |
| Flash | Supporting toggle flash for light compensation during video capturing |
| Focus | Supporting auto focus during video capturing |
| Focal Length Setting | Supporting video zooming during video capturing |
| Background Music | Supporting playing background music while capturing |
| Exposure Compensation | Adjusting the exposure compensation while capturing |
| Beautification | Realtime beautification effect, which Supporting tuning of redness, whitening, smoothness |
| Background Keying | Developers can implement pure color background keying and apply complex background animation |
| Picture-In-Picture Recording | Embedding an existing video into the capturing video to generate one video or the reverse |
| Filter | Basic Filters | Rich filter effects, including color palette, borders,rainy,snowing, etc. |
| 3D LUT based CC Filter | Supporting applying 3D LUT data to filter, so that developers can make filters with tools like PS on their own |
| Filter Intensity Tuning | Supporting tuning of filter intensity |
| Tiktok-Like Filter | Providing tiktok-like effects like jitter, hallucinations, soul out of the body, (repeating, speed changing, reversed-playback need to be purchased) |
| Convenient Basic Color Correction | Adjusting brightness, saturation, contrast |
| Specialty | Theme Module | Theme module that enables production of high quality video MVs, photo albums |
| Audio | Multi-track/Multi-track Audio | Allowing compositing video with multiple audio tracks. Supporting mp3, wma, wav, flac, AAC and other formats |
| Audio Recording | Supporting audio recording with multiple segments and audio playback during recording. |
| Audio In-Point/Out-Point | Adjusting audio clip position in audio track |
| Audio Trim | Supporting triming of audio clip |
| Audio Fade-in/Fade-out | Adding fade-in/fade-out effects at the start and end of audio clip |
| Voice Effect | Supporting 8 special voice effects, such as doll, girls, etc. |
| Caption | Multiple Captions | Supporting multiple captions and multiple lines of text |
| Font Size | Supporting font size adjustment |
| Caption In-point/Out-point | Setting of the emerging and vanishing time of caption on the video |
| Caption Position | Setting of the display position on the screen |
| Caption Rotation | Supporting 360 degree rotation of caption |
| Caption Color | Setting of color and transparency of caption |
| Caption Font Famliy | Supporting font family by using third party font file |
| Caption Alignment | Supporting left-aligned, center-aligned, right-aligned (default left-aligned) in case of multi-line |
| Font Style | Including Bold, Black, Italic, etc. |
| Caption Stroke | Settings of color, thickness, and transparency of the caption stroke |
| Caption Style Setting | Unique caption package style, with caption background, movement, per-glyph animation and other effects |
| Animated Sticker | Animated Sticker | Includes still image sticker, animated sticker, sticker with sound effects, etc. |
| Multi-Sticker | Supporting adding multiple stickers |
| Sticker Position | Setting of display position of sticker |
| Sticker Lifetime | Setting of emerging and vanishing time of sticker |
| Sticker Rotation | 360 degree rotation, anchor setting is supported |
| Mirrored Sticker | Supporting mirrored sticker |
| Customized Sticker | Developers can make their own animated sticker with JPG, PNG, etc. |
| Sticker Tool | Sticker building tool is provided on the official site |
| Transition | Basic Transition | Transition effect between clips, including face-in, black screen, etc. |
| Special Effect Transition | Marvelous transition effects, cinematic effects, dozens of transition in choice |
| Edit | Clip | Trimming video/audio to a certain duration (accurate to frame) |
| Clip Deletion | Removing a video/image/audio clips from a timeline |
| Clip Insertion | Adding video/image/audio clips into a timeline |
| Clip Order Adjustment | Adjusting the order of clips |
| Video Rotation | Rotating videos and images |
| Image Lifetime | Setting the emerging and vanishing time of image |
| Video Grabbing | Developers can grabbing video frame and save it as an image during video editing |
| Video Cropping | Cropping video to a certain display size |
| Clip Spliting | Splitting video to several segments |
| Video Reversed-Playback | A video can be playbacked reversely, and realtime reversed-playback is enabled with I-Frame or small GOP size video clip. |
| Clip Speed-Change | Applying speed-change on clip,including speed-change recording and playback |
| Image Cropping | Cropping image to certain size so as to display only part of it |
| Animated Image | Setting the animation style of image (as starting and ending frames) |
| Stroke Painter | Stroke Painter | Draw static / animated strokes with fingers, parameters such as color, texture, storke width and stroke style could be set. |
| Output | Output Size Setting | Setting the output resolution and bitrate (up to 4K) |
| Hardware/Software Encoder support | Use hardware encoder by default. Fallback to software encoder is supported, which offers better video quality at the same bitrate |
| Video Cover Setting | Taking a certain frame on the timeline as cover |
| Video Watermark Setting | Adding a watermark sticker as the video watermark |
| Video Generation | Generating media file with formats like MP4, MOV, etc. |
| Video Transcoding | Video transcoding, including Intro-frame only transcoding or reverse transcoding |
| capturing & edting | 58,000 USD/year | Contains material and quantity(free): effects filter-40 caption style-30 transition -30 theme MV-30 animated sticker-80 |

1. Scope of license: Limited only to (required\* please insert the name of APP), a mobile APP lawfully owned by Party A , including the Android client (package name [(please insert)]) ;
2. Use of license: Party B grants to Party A a non-exclusive, non-transferable and non-sublicensable license for Party A’s use in the research, development and design of the licensed APP.
3. Content of services during the license term:

4.1 During the license term hereunder, Party B shall provide Party A with upgrades of all functions in the Meishe SDK licensing scheme free of charge;

4.2 During the license term hereunder, Party B shall provide Party A with supporting documentations of Meishe SDK, including technical documentations and sample programs of Meishe SDK; and

4.3 During the license term hereunder, Party B shall provide Party A with online technical support from operation and maintenance engineers of Meishe SDK.

Party A: Party B: Beijing Meishe Network Technology Co., Ltd.

Company Chop: Company Chop:

Date: Date:

Appendix 2:

Price and Method of Settlement

1. With respect to the scheme, the royalty of Meishe SDK license are 58,000 USD/year , including the royalty, technical support fee.
2. Within twenty(20) Business Days upon the execution of this Contract, Party A shall pay Party B the royalty of 58,000 USD.
3. Party B’s account information:

|  |  |
| --- | --- |
| Party B’s company name: | Beijing Meishe Network Technology Co., Ltd. |
| company address | 2/F, CDV Technical Plaza,No.131 West Fourth Ring North Road ,Haidian District Beijing,P.R.CHINA |
| Bank name: | Beneficiary'Bank :  China Merchants Bank, H.O. Shenzhen |
| Account number: | 110915326410903 |
| Swift Code: | CMBCCNBSXXX |
| Beneficiary'Bank address: | China Merchants Bank Tower No.7088, Shennan Boulevard, Shenzhen, China |
| Registered address: | Room 6005, 6/F, No.1 Xicaochang, Haidian District, Beijing |

1. Party A’s invoicing information**＊**: (please insert)

|  |  |
| --- | --- |
| Party A’s company name: |  |
| Account number: |  |
| Bank name: |  |
| Taxpayer ID number: |  |
| Contact address: |  |
| Registered address: |  |
| Tel.: |  |

1. **Designated mailing addresses\***

**Party A’s mailing address: (please insert)**

Mailing address:

Tel.:

Email:

Attention:

**Party B’s mailing address: (please insert)**

Mailing address: 2/F, CDV Technical Plaza, No.131 West Fourth Ring North Road, Haidian District, Beijing

Tel.: +86 15801332014

Email: zhaojing@cdv.com

Attention: Miranda Zhao

In case of any change in the receiving account or mailing address, the relevant party shall notify the other party three Business Days in advance.

Appendix 3:

Supplementary Agreement

(Meishe does not advise any modification to the Principal Terms of the Contract. In case modification is necessary in light of the situation, please insert the modification here and submit the same to the legal team for approval.)