AUGMATE
SOFTWARE LICENSE AGREEMENT

This Software License Agreement ("Agreement") is entered into, effective as of the __9th__ day of October, 2014 (the "Effective Date"), by and between Augmate Corp., a New York corporation ("Augmate" or "Licensor"), and Royal Mail Group, Ltd., a limited corporation organized under the laws of England and Wales ("RMG" or "Licensee").

WHEREAS, Augmate provides building blocks to create customizable and scalable digital eyewear business applications for deskless workers and it owns certain proprietary Source Code technology (the "Software"). For the avoidance of doubt, "Source Code" means closed source proprietary applications and software, together with any updates, upgrades, modifications, improvements, additions or revisions which may be developed by Augmate during the course of this Agreement;

WHEREAS, RMG wishes to license certain bar code scanning Source Code, as described on **Appendix A** ("License Particulars"), for use on one Google Glass® for the development of a Proof of Concept ("POC") for RMG with the following functionality:

Barcode Scanning Application: this is where the barcode (in a specific format) printed on any surface and in any orientation on the mail piece (letter, large letter or parcel) is recognized when held at up to arm's length by the operator. The Application will scan the barcode as soon as it is in the operators view and will confirm correct decoding and detection in less than 1 second or sooner. The post-person is then guided to place parcel in the correct trolley for delivery. The parcel scan event will also be captured by the back-end systems, recording that the parcel is now in the pipeline and the location and time that the scan took place.
NOTE: The functionality to capture data in back-end systems will be simulated in the trial phase.

NOW, THEREFORE, in consideration of the foregoing recitals of the parties and the mutual promises and other good and valuable consideration set forth herein, Augmate and RMG hereby agree as follows:

1.   License and Use.
(a)   Subject to the provisions hereof, Augmate grants RMG a limited, non-exclusive, nontransferable, revocable license to access and use the License Particulars, as described on Appendix A, in the Territory of England and Wales, during the Term. "Term" means the period beginning on the Effective Date and continuing until terminated in accordance with the terms of this Agreement. RMG shall be solely responsible for obtaining and maintaining appropriate equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, computers, computer operating system, web browser, wearables.

(b)   RMG shall not directly or indirectly (i) reverse engineer, disassemble, decompile, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of the Applications or the Software; (ii) adapt, copy, distribute, modify, reprogram, service, or create any software program or device having similar or the same functions or look

and feel as the Applications or prepare any derivative work based on any Software, in whole or part; (iii) grant sublicenses or otherwise transfer the Software or Applications or give access thereto or use thereof to any third party; (iv) disclose any unique metric provided by Augmate; (v) remove any proprietary notices or labels from the Applications or Software; or (vi) permit any third party to do any of the foregoing. RMG shall use the Services solely for its internal purposes and not to operate a service bureau or timesharing service. RMG shall not knowingly or willfully use the Software in any manner that could damage, disable, overburden, impair or otherwise interfere with Augmate's provision of the Software. RMG's violation of any of the provisions of this **Section 1(b)** shall constitute a material breach of this Agreement that is not curable.

(c)   Augmate shall retain exclusive ownership of all right, title and interest (including any patents, copyrights, trademarks, service marks, trade dress, logos, technical information, know-how, trade secrets or confidential or proprietary information, or other intellectual property rights, whether currently existing or hereafter developed or acquired, and all applications, disclosures and registrations with respect thereto) in and to the Software and License Particulars and all legally protectable elements, derivative works, modifications and enhancements thereto. All suggestions, enhancements requests, feedback, recommendations or other input provided by RMG or any other party relating to the Software shall be owned by Augmate, and RMG hereby does and shall make all assignments and take all reasonable acts necessary to accomplish the foregoing ownership. Any rights not expressly granted herein are reserved by Augmate. Without limiting the foregoing, and notwithstanding any other provision hereof, Augmate shall have the right to collect, compile, analyze, distribute, and use anonymous statistical and other data relating to RMG's use of the Software and RMG's End Users' use of content made available to them by RMG through the Software, as long as neither RMG nor any End User can be identified to the data, and Augmate shall own such data and information derived therefrom. "End User" shall mean RMG's employees and/or development team.

2.   Fees.
(a)   For the Software License and services provided hereunder, RMG shall pay the fees set forth in **Appendix C** ("Fee Schedule").

(b)   All invoices are due sixty (60) days after their respective dates. All fees are exclusive of taxes, levies, or duties imposed by tax authorities, and RMG shall be responsible for payment of all such taxes, levies, or duties, if any.

(c)   Unpaid amounts that are not the subject of a written good faith dispute are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all reasonable expenses of collection.

3.   Support and Maintenance.
Augmate shall provide RMG with Support and Maintenance Services related to the Software as set forth in **Appendix B** ("Support Services"). All such Support Services will be provided by Augmate for an hourly fee of $175/hour , subject to any reasonable price increases from time to time on notice to RMG, (see **Appendix C**) from final acceptance of the Software by RMG.

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4. Termination.

(a)   This License is effective until terminated by either party with a minimum of thirty (30) days written notice.

(b)   Notwithstanding the above, subject to the next sentence, in the event of a material breach by either party, the non-breaching party shall have the right to terminate the Agreement, on notice, if such breach is not curable, or upon thirty (30) days' notice, if curable and not cured within such period. IN ADDITION TO ALL OTHER RIGHTS AUGMATE MAY HAVE UNDER THIS AGREEMENT OR UNDER LAW, IN CASE OF RMG'S UNCURED MATERIAL BREACH OF THIS AGREEMENT, OR RMG'S FAILURE TO PAY ANY INVOICE WITHIN THIRTY (30) DAYS AFTER IT IS DUE, AUGMATE MAY IMMEDIATELY TERMINATE THE LICENSE AND RMG'S ACCESS TO THE SERVICES.

(c)   Notwithstanding any expiration or termination of the Term, Sections 1(b) and (c), and 5 through 8 shall remain in effect. Upon any expiration or termination of the Term, RMG's right to access and use the Software shall terminate.

5. Indemnification.

(a)   Augmate shall defend, indemnify and hold harmless RMG, its affiliates, officers, directors, employees and agents from and against any loss, damage, liability or costs (including reasonable attorneys' fees) incurred in connection with claims, demands, suits, or proceedings ("Claims") made or brought against RMG by a third party alleging that the use of the Software licensed to RMG under the Agreement, infringes or misappropriates a patent, copyright, trademark, service mark, trade secret, or other intellectual property rights of a third party; provided, that RMG (a) promptly gives written notice of the Claim to Augmate, (b) gives Augmate sole control of the defense and settlement of the Claim (provided that Augmate may not settle any Claim without RMG's consent, unless RMG is unconditionally released of all liability), and (c) provides to Augmate, at Augmate's cost, all reasonable assistance.

(b)   RMG shall defend, indemnify and hold harmless, Augmate, its affiliates, officers, directors, employees and agents from and against any loss, damage, liability or costs (including reasonable attorneys' fees) incurred in connection with Claims made or brought against Augmate by a third party alleging that RMG data, or RMG's use of the Software is in violation of the Agreement, or RMG's use of third party data infringes the intellectual property rights of, or has otherwise harmed, a third party or violates any law or regulation; provided, that Augmate (a) promptly gives written notice of the Claim to RMG, (b) gives RMG sole control of the defense and settlement of the Claim (provided that RMG may not settle or defend any Claim without Augmate's consent, unless Augmate is unconditionally released of all liability), and (c) provides to RMG, at RMG's cost, all reasonable assistance.

6. Warranty; Limitation of Liability

(a)   Each party and any individual executing this Agreement on behalf of such party represents and warrants to the other that such party is duly authorized and empowered to execute and deliver this Agreement on behalf of such party and each party will perform under the terms of this Agreement in a commercially reasonable manner.

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(b)   Augmate further represents and warrants that the Software substantially conforms to its intended specifications and is suitable for the purpose for which it is designed, so long as it is used with the Google Glass®.

(c)   LIMITATION OF LIABILITY. Other than for damages arising out of a party's indemnification obligation; fraud or willful misconduct; or breach of confidentiality, in no event shall a party be liable for any consequential, punitive, indirect, incidental, reliance, or special damages, damages for lost profits or revenues, loss of business or data or punitive damages, of any kind, whether or not the party has been advised about the possibility thereof, and in all such events, damages shall be limited to actual, direct, proven damages. EXCEPT AS EXPRESSLY WARRANTED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE LICENSED SOFTWARE OR USE THEREOF, THE SERVICES OR THE CONTENT, AND EACH PARTY EXPRESSLY DISCLAIMS ANY WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

RMG ACKNOWLEDGES THAT NEITHER AUGMATE NOR ITS THIRD PARTY PROVIDERS CONTROLS THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE LICENSED SOFTWARE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. AUGMATE IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS. EXCEPT WHERE EXPRESSLY PROVIDED OTHERWISE BY AUGMATE, THE SOFTWARE IS PROVIDED TO RMG ON AN "AS IS" BASIS.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT, EACH PARTY'S MAXIMUM LIABILITY TO THE OTHER SHALL NOT EXCEED AN AMOUNT EQUAL TO 150% OF THE TOTAL FEES PAID IN THE AGGREGATE BY RMG TO AUGMATE HEREUNDER PRIOR TO AN ACT OR OMISSION GIVING RISE TO ANY POTENTIAL LIABILITY.

7.   Confidential Information.
The parties acknowledge that, in connection with this Agreement, each party will have access to confidential, proprietary and trade secret information concerning the other and the other's business, including the Applications, Services, Software (the "Confidential Information"). All Confidential Information shall remain solely the property of the disclosing party, and the recipient shall maintain and protect the confidentiality of such Confidential Information with the same degree of care used to protect its own Confidential Information, but in any event, no less than a reasonable degree of care. Except in performance of or as otherwise expressly permitted by this Agreement, no party shall duplicate in any manner another's Confidential Information or disclose the Confidential Information to any third party or to any of its employees or agents not having a need to know. Any disclosure to employees or agents shall be made pursuant to obligations of confidentiality that are at least as rigorous as the obligations provided herein.

Each of the parties further agrees not to utilize another's Confidential Information for any purpose other than the performance of this Agreement or as otherwise expressly permitted hereby. The parties shall treat the existence and terms of this Agreement as confidential in accordance with this paragraph.

8. Miscellaneous.

(a)   This Agreement sets forth the entire agreement of the parties with respect to the subject matter hereof. No provision of this Agreement may be explained or qualified by any prior or contemporaneous understanding, negotiation, discussion, conduct, or course of conduct, and, except as otherwise expressly stated herein, there is no condition precedent to the effectiveness of any provision hereof. No party has relied on any representation, warranty, or agreement of any person in entering this Agreement, except those expressly stated herein. The exchange of a fully executed Order Form by fax, email, or electronic signature shall be sufficient to bind the parties hereunder.

(b)   This Agreement is made at arms' length. Nothing in this Agreement constitutes the parties as partners or joint venturers. Neither party owes any fiduciary or other special duty to the other.

(c)   Neither party shall assign, sub-license, charge or otherwise encumber any of its rights or obligations under this Agreement without prior written consent of the other party, with consent not being unreasonably withheld, except that either party may assign this Agreement (1) to entity which controls, is controlled by or is under common control with the assigning party or (2) to any entity which succeeds to all or substantially all of the assets and business of the assigning party. The assigning party will promptly provide the other party thirty (30) days prior written notice of such assignment permitted in the preceding sentence.

(d)   This Agreement cannot be amended, except by a writing signed by each party, or terminated orally or by course of conduct. No provision hereof can be waived, except by a writing signed by the party against whom such waiver is to be enforced, and any such waiver shall apply only in the particular instance in which such waiver shall have been given.

(e)   Neither any failure or delay in exercising any right or remedy hereunder or in requiring satisfaction of any condition herein nor any course of dealing shall constitute a waiver of or prevent any party from enforcing any right or remedy or from requiring satisfaction of any condition. No exercise of any right or remedy with respect to a breach of this Agreement shall preclude exercise of any other right or remedy, as appropriate, subject to **Section 6**, to make the aggrieved party whole with respect to such breach or subsequent exercise of any right or remedy with respect to any other breach. Except as otherwise expressly provided herein, no statement herein of any right or remedy shall impair any other right or remedy stated herein or that otherwise may be available.

(f)   This Agreement will be interpreted in accordance with the laws of England and Wales, without regard to its conflict of laws principles that would result in the applicable of the substantive law of another jurisdiction. Any dispute or claim with respect to the rights and obligations of the parties under and related to this Agreement shall be finally and

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exclusively settled by arbitration in London, England in accordance with the rules of the International Chamber of Commerce (the "ICC") in effect as of the date hereof. Each of the parties hereby irrevocably waives to the fullest extent permitted by applicable law any objection it may now or hereafter have to the laying of venue in such geographic location and forum, including but not limited to any claim based on forum non conveniens. The ICC International Court of Arbitration shall be the appointing authority and administrator with respect to any such arbitration. The arbitrators may be of any nationality, but the presiding arbitrator shall not be of the same nationality as any of the parties hereto, and no arbitrator shall have any affiliation with either party. The number of arbitrators shall be three and the language to be used in the proceedings shall be English. The presiding arbitrator, who shall act as chairman of the tribunal, shall be chosen by the two arbitrators appointed by the parties hereto. If he or she is not chosen by the two arbitrators within thirty (30) days of the date of appointment of the later of the two party-appointed arbitrators to be appointed, he or she shall be appointed by the ICC. No party hereto shall be required to give general discovery of documents, but may be required to produce specific, identified documents which are relevant to the dispute. The arbitrators' award shall be final and not subject to appeal. Judgment upon the award of the arbitrators may be entered in any court having jurisdiction thereof. Each party shall bear its own fees and expenses relating to any arbitration except that they shall each pay half of the arbitration costs.

(g)   Neither party shall be liable to the other for failure to perform its obligations hereunder as a result of circumstances outside its reasonable control, including acts of God, war, terrorism, fire, flood, epidemic, power or communications outage, labor strife, or severe weather (collectively "Force Majeur Events"), as long such party attempts to complete performance as soon as practicable. The foregoing does not relieve RMG of any payment obligations.
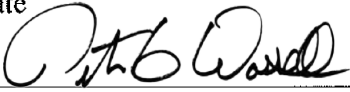
(h)   Augmate may give notices applicable to Augmate's RMGs generally on its Services portal and specific notices to RMG at RMG's e-mail address at damien.thackeray@royalmail.com or by first-class mail or overnight courier to RMG's address at: Damien Thackeray, BG24 Roland Hill House, Boythorpe Road, Chesterfield, S49 1HQ, United Kingdom. Any notice by RMG to Augmate must be sent by certified or registered mail, return receipt requested, at 335 Madison Avenue, New York, New York 11027 U.S.A., ATTN: Pete Wassell.

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IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed by their respective duly authorized officers.

LICENSOR:

Augmate

By: _____

Name: __Peter G Wassell__

Title:__CEO__

LICENSEE:

Royal Mail Group

By:_____

Name: _____

Title:_____

09/10/2014

APPENDIX A:

License Particulars

The Software License shall include the following:

1. Barcode scanning of code 39, code 128 and 2D standards
2. Barcode scanning at arm's length of a parcel (scan surface – 2'x2')
3. Barcode scanning speed = < one second
4. Any other related Source Code that Augmate builds for RMG's Proof of Concept ("POC"), for the avoidance of doubt, this Software License does not include any development of applications, extra unrelated Source Code or any prototype.

APPENDIX B:

Support and Maintenance Services

Augmate will provide the Support Services and Maintenance for the Software set forth in this Appendix B so long as the Agreement is in effect, for the avoidance of doubt, this does not include assistance with development of applications, extra coding or any prototype. Support and Maintenance Services means Augmate shall provide technical/help-desk support via email, live chat, or call support from 7:30 a.m. to 6:00 p.m. Eastern Time, Monday to Friday.

(a)   Issue Classification. For the purposes of this Schedule, an "Issue" means any failure of the Software to operate in accordance with the applicable specifications and documentation.

(b)   RMG shall report Issues to Augmate via email at pete@augmate.com. Augmate shall provide an initial response and use best efforts to resolve each Issue reported by RMG within a reasonable time, so long as it does not interfere with work being conducted for Augmate's other RMGs.

APPENDIX C:

Fee Schedule

The following table outlines applicable fees for the Software (all amounts are represented in U.S. Dollars, at the exchange rate at time of invoice):

Item/Component	Amount
One-time license fee	$10,000.00
Support services	$175.00 per hour