

COMMERCIAL DEVELOPMENT AND DEPLOYMENT AGREEMENT

This Commercial Development and Deployment Agreement (the “**Agreement**”) is entered into as of _____, (the “**Effective Date**”), by and between Boiler Bay Inc., a California Corporation having its principal place of business at Boiler Bay Inc. Boiler Bay Inc. P.O. Box 2792 Aptos, CA 95001-2792 (hereinafter referred to as “**Boiler Bay**” or “**Licensor**”) and *name and address of Licensee* _____ (hereinafter referred to as the “**Licensee**”). The agreed Commercial Enterprise and sub-division for the deployment of AirConcurrentMap is (if applicable) _____, and the agreed annual fee is (if applicable) _____ USD per year, and the agreed Per-unit Royalty Starting Unit Count is (if applicable) _____ units, and the agreed Per-unit Royalty is (if applicable) _____ USD, and the agreed particular Commercial Purpose is _____. Termination agreement is attached (true or false) _____.

The software called AirConcurrentMap (hereinafter referred to as the "Software") is licensed, not sold, to Licensee by Boiler Bay for use subject to the terms of this Agreement, and Boiler Bay reserves any rights not expressly granted to Licensee. Licensee owns the media on which the Software is recorded or fixed, but Boiler Bay and its licensors retain ownership of the Software itself.

AGREEMENT

1. **DEFINITIONS.** For purposes of this Agreement, the following terms are defined as below.
 - a. ***AirConcurrentMap*** is software conformant to at least the Maps as defined in the Java Collections Framework. AirConcurrentMap is the Licensed Software.
 - b. ***Deployment*** is the use of any work that includes the AirConcurrentMap product. If your program invokes or calls methods or functions of AirConcurrentMap or loads it or causes it to be loaded into a Java Virtual Machine, then it is subject to the Per-unit Royalty fee if applicable and the annual fee, if applicable.
 - c. ***Commercial License*** is the license granted here to use the Software for an agreed particular Commercial Purpose.
 - d. ***Commercial Purpose:*** According to 18 USCS § 31, the term "used for commercial purposes" means “the carriage of persons or property for any fare, fee, rate, charge or other consideration, or directly or indirectly in connection with any business, or other undertaking intended for profit.”
 - e. ***Commercial Enterprise*** is any business or other undertaking intended for profit.
 - f. ***Support License*** is granted to every Commercial Licensee as part of this Agreement.

- g. **Source Code License** is the License that allows Licensee to access and modify the Source Code under restrictions described in that separate License Agreement. This agreement does not license source code.
- h. **Per-unit-royalty** is the fee to be paid annually corresponding to the number of Distinct Deployments. This may be agreed to be zero or more per unit.
- i. **Distinct Deployment** is a deployment in the Commercial Enterprise in a distinct division or in a distinct division of an affiliate or in a distinct product unit shipped.
- j. **Per-unit-royalty Starting Unit Count** is the number of deployments above which the Per-unit-royalty begins to be effective. The units below the starting unit count are not included in the fee. This may be agreed to be zero or more units.
- k. **Termination Agreement** a separate agreement, possibly attached to this agreement, which is signed by the licensee and delivered to Boiler Bay to terminate this agreement.

2. **LICENSE RESTRICTIONS AND GRANTS.** Each of the license grants below is subject to all of the terms of this Agreement, including payment of all associated license fees and compliance with all the applicable restrictions stated below and any additional restrictions that may be stated in the Appendices to this Agreement.

- a. **License Restrictions.** Licensee shall not under any circumstances attempt, or knowingly permit or encourage anyone, inside or outside of Licensee's organization to decompile, decipher, disassemble, reverse engineer or otherwise decrypt or discover the source code for the Software. Licensee shall not copy or transmit any portion of the Software or any email or other documentation provided in support thereof except as authorized below. The Software is licensed, not sold, to Licensee. All rights not specifically granted herein shall be retained by Boiler Bay and its licensors. Licensee shall not remove, efface or obscure any copyright, Patent, or other proprietary notices or legends from any portion of the Software and shall reproduce all such notices and legends if licensed below to reproduce the Software.
- b. **Use and Deployment License.** Boiler Bay grants to Licensee a non-exclusive, non-transferable license to use and make Deployments within and outside of its organization, company, division, or corporation. Subject to the two restrictions set forth below, the Licensee is granted a non-exclusive, non-transferable license to use the Software instead of the standard library Java Map Implementations when the Software proves to increase the speed and/or extend the memory of the program of the Licensee.
 - i. Licensee may not, under any circumstances, grant to a VAR, OEM, or other intermediary, or to an End User, a license to use the Software to develop other Commercial Deployments. Licensee must only grant

internal and external users the right to use the programs containing the Software developed by the Licensee.

- ii. Licensee's agreement with its VAR, OEM or End Users shall prohibit the VAR, OEM, or End User from attempting or knowingly permitting or encouraging others to attempt, to decompile, decipher, disassemble, or reverse engineer or otherwise decrypt or discover the source code of all or any portion of the Software or the Dependent Application.
3. **FEES.** Each separate commercial product that you produce requires a Commercial License. Versions of one product do not require an additional fee. Commercial Licenses are paid yearly. License fees may be determined as an agreed fixed annual fee for a particular site, plus an agreed per-unit-shipped fee for the commercial product, and a starting unit count at which point the per-unit-shipped fee begins.
4. **Taxes.** Licensee shall be responsible for any sales or use or other taxes (other than taxes based on Boiler Bay's net income) to the extent that any such taxes may arise in connection with this Agreement.
5. **Attorney's Fees.** Should it become necessary for either party to take legal action against the other party in order to enforce compliance with the terms of this agreement, the losing party shall be responsible for full attorneys and court fees of the prevailing party in addition to fees and damages which are determined to be owed to the prevailing party.
6. **Currency.** All dollar amounts shall be in United States of America Dollars.
7. **WARRANTIES AND SUPPORT.**
 - a. **Warranty.** Boiler Bay warrants that it holds all rights necessary to grant the licenses hereby granted to the Licensee and that the Software does not infringe any copyright, trademark, trade secret, or United States patent.
 - b. **Limited Warranty.** Boiler Bay warrants that for a period of 365 days (one year) following delivery to Licensee, the Software will perform substantially in accordance with the accompanying Boiler Bay documentation. Boiler Bay does not warrant that the Software will be error-free or will operate without interruption. Licensee's exclusive remedy for breach of the warranty contained in this Limited Warranty Section shall be, at Boiler Bay's discretion, the correction, within a reasonable period of time, of any such failure to perform or refund of the license fee paid by Licensee with respect to such non-conforming Software, but only to the extent that such non-conformance resulted in the actual loss of use by Licensee. This warranty period shall be extended by the same number of days of the repair or correction period.
 - c. **Support.** Boiler Bay shall perform the following functions for its Licensees.
 - i. It shall offer to its Licensees any software upgrades that it deems necessary to improve the performance of the Software and any software

upgrades that it deems necessary to enable the Software to perform as represented in documentation.

- ii. Boiler Bay shall respond to email requests for additional support beyond that contained in its documentation, but only if it deems that those requests should be documented and were not, or if said requests can be responded to efficiently within a brief amount of time – one hour or less – and not totaling more than 10 hours for a single customer during one year of time. Email us at support@boilerbay.com if you would like additional support and we will provide that for an appropriate fee, usually 200.00 U.S. Dollars Per Hour.
- iii. You can hire Boiler Bay Product Experts for a reasonable per diem to visit your site and teach you how to use the Software and how to best program to make the best use of it.
- d. **Boiler Bay Warranty Disclaimer.** THE FORGOING LIMITED WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. LICENSEE SHALL MAKE NO REPRESENTATIONS OR WARRANTIES ON BOILER BAY'S BEHALF WITHOUT BOILER BAY'S EXPRESS WRITTEN CONSENT. Boiler Bay shall have no liability with respect to claims relating to or arising from the use of non-Boiler Bay products or services, even if Boiler Bay recommended, referred or introduced Licensee to such products or services.
- e. **Licensee's Support to End Users.** Licensee and not Boiler Bay will be responsible for providing support to each End User to which it provides a Deployment.

8. INDEMNIFICATION.

- a. **Boiler Bay Indemnity.** Boiler Bay shall indemnify, defend, and hold Licensee harmless from and against any costs losses, liabilities, claims, expenses (including attorney's fees) and damages actually awarded by a court of competent jurisdiction arising out of any claim that the Software, as used within the scope of this Agreement, infringes on the intellectual property or proprietary rights of any third party, provided that (i) Licensee notifies Boiler Bay promptly in writing of the claim; (ii) Boiler Bay has sole control of the defense and all related settlement negotiations; and (iii) licensee provides Boiler Bay with all necessary assistance, information, and authority to perform the above. Licensee shall have the right to participate in the investigation and defense of any such claims at Licensee's own expense.
- b. **Exclusions.** Boiler Bay shall have no liability for any claim of infringement based on (i) use of other than the latest commercially available version of the

Software made available to the Licensee, to the extent the infringement would have been avoided by use of such version; (ii) modification of the Software by Licensee; or (iii) the combination or use of the Software with materials not furnished by Boiler Bay to the extent such infringement would have been avoided by use of the Software alone.

- c. **Alternatives.** In the event the Software is held to, or Boiler Bay reasonably believes is likely to be held to, infringe on the intellectual property or proprietary rights of any third party, Boiler Bay shall have the right at its sole option and expense to (i) substitute or modify the Software so that it is non-infringing, while retaining equivalent features and functionality; or (ii) obtain for Licensee a license to continue using the Software under commercially reasonable terms; or (iii) if (i) and (ii) are not reasonably practicable, terminate this Agreement as to the infringing Software and return to Licensee any license fees paid by Licensee hereunder with respect thereto.
- d. **Sole Obligation.** The foregoing states the sole obligation and exclusive liability of Boiler Bay, and Licensee's sole recourse and remedy, for any infringement or claim of infringement by the Software.
- e. **Licensee Indemnity.** Licensee agrees to indemnify, defend, and hold Boiler Bay harmless from and against any costs losses, liabilities, claims or expenses (including attorney's fees) arising out of: (i) any claim that any Dependent Application infringes on the intellectual property or proprietary rights of any third party, except to the extent such infringement is caused by the Software, provided that (a) Boiler Bay promptly notifies Licensee in writing of the claim; (b) Licensee has sole control of the defense and all related settlement negotiations; and (c) Boiler Bay provides Licensee with all necessary assistance, information, and authority to perform the above; or (ii) the distribution of any Dependent Application or other added functionality by any third party; or (iii) the use of any Dependent Application by any End User or third party. Boiler Bay shall have the right to participate in the investigation and defense of any such claims at Boiler Bay's own expense.

9. **TERM AND TERMINATION.**

- a. **Term and Termination.** This Agreement shall become effective on the Effective Date and remain in effect unless terminated as provided below. Either party may terminate this Agreement if the other party materially breaches a material term hereof and fails to cure such breach within thirty (30) days following receipt of written notice to the breaching party. Upon termination of this Agreement all licenses granted to Licensee pursuant to this Agreement shall automatically terminate. The foregoing notwithstanding, any use or Deployments made within or outside of the Licensee's organization, where those uses and Deployments were made in full compliance with all of the requirements and restrictions of this Agreement shall remain in effect so long as such licenses are used in accordance with the respective license grant contained in this

Agreement or the End User Agreement, as applicable. Licensee may terminate this Agreement at any time upon thirty (30) days written notice provided that Licensee has fully paid Boiler Bay all fees due and payable. Fees for a given year are not refundable should Licensee choose to terminate within that year. The statement contained in **Appendix B** of this Agreement must be signed by the Licensee and delivered to Boiler Bay in the event of any termination of this Agreement..

- b. **Survival.** This Section 6, and the Definitions, Audit, Boiler Bay Warranty Disclaimer, Confidentiality, Limitation of Liability, Consequential Damages Waiver, and Miscellaneous Sections, any outstanding obligations to submit any reports or pay any fees, and any other terms of this Agreement that by their nature extend beyond termination, survive termination or expiration of this Agreement.

- 10. **CONFIDENTIALITY.** Boiler Bay and Licensee will hold in strict confidence the terms of this Agreement and any other information provided by one party (the “**Disclosing Party**”) to the other (the “**Receiving Party**”) under this Agreement and identified as confidential or defined herein as Confidential Information. “**Confidential Information**” means the proprietary and confidential information of either party, including, without limitation, all information, software, email correspondence, client names, know-how, marketing and development plans, techniques and materials, and other information related to clients, price lists, pricing policies and financial information, and technical and product information, methods of production, use, operation and application: which are not generally known to the public; and in which such party or its suppliers or clients has rights. Information shall not be considered Confidential Information if the Receiving Party demonstrates that such information: (i) is or becomes a part of the public domain through no act or omission of the other party; or (ii) is lawfully disclosed to the other party by a third party without restriction on disclosure; or (iii) is developed by any supplier, partner, officer, director or employee of the Receiving Party who had no access to the disclosed information as demonstrated by bona fide evidence in the Receiving Party’s possession; or (iv) was previously known by the Receiving Party without confidentiality constraints; or (v) is disclosed by either party through the operation of law. In the event of a dispute about whether information qualifies as Confidential Information or not, the Receiving Party shall bear the burden of proof of demonstrating by clear and convincing evidence that the information falls under one of the above exceptions. Each party shall use the Confidential Information of the other party solely in the performance of its business obligations under this Agreement, exercising the highest degree of care in the protection of such Confidential Information as it affords its own Confidential Information, and shall not disclose the Confidential Information other than 1) to its affiliates and only those of its employees and representatives who need to know the Confidential Information to perform the Agreement; or 2) as required by law or court order (provided that the party with rights in the Confidential Information was provided with prompt notice of the legal requirement for the disclosure of the Confidential Information). Each party shall use commercially reasonable efforts (by instruction, agreement or otherwise), and in no event less than the same efforts such party uses to protect its own valuable proprietary information and data, to maintain the confidentiality

of the Confidential Information of the other party. Upon termination of this Agreement for any reason, the Receiving Party shall return to the Disclosing Party all Confidential Information, and shall not make copies of the same, except as strictly necessary for archival purposes and to fulfill those obligations or exercise those rights that survive termination as set forth in Section 6.1 (Term and Termination) and Appendix B (Termination). The provisions of this Section 7 are necessary for the protection of the business and goodwill of Disclosing Party and are considered by the Receiving Party to be reasonable for such purpose. The Receiving Party agrees that any breach of this Section 7 will cause Disclosing Party substantial and irreparable damages and, therefore, in the event of any such breach, in addition to other remedies that may be available, Disclosing Party shall have the right to seek specific performance and other injunctive and equitable relief, in which event the Receiving Party expressly waives any requirement that Disclosing Party post a bond or undertaking, make a deposit or give any other security.

11. **LIMITATION OF LIABILITY.** Except in the event of a party's violation of its obligations under Section 5 (Indemnification) or Section 7 (Confidentiality), or Licensee's breach of Section 2.1 (License Restrictions), and to the greatest extent allowable by law, EACH PARTY'S ENTIRE LIABILITY TO THE OTHER FOR DAMAGES IN ANY WAY RELATING TO THIS AGREEMENT, REGARDLESS OF THE CAUSE OF ACTION, SHALL NOT EXCEED ANY LICENSE FEES RECEIVED BY BOILER BAY UNDER THIS AGREEMENT. Liability claims must be noticed by registered mail to the party against which the claim is made within three months after the event causing the alleged liability happened, in any case not later than 30 days after the time when such event was discovered.
12. **CONSEQUENTIAL DAMAGES WAIVER.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES, LOST PROFITS OR LOST DATA, OR ANY OTHER INDIRECT DAMAGES, EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
13. **MISCELLANEOUS.** Boiler Bay and Licensee are independent contractors. Licensee may assign this agreement to an affiliate or to the succeeding party in the case of a merger, acquisition or change of control so long as in doing so, Boiler Bay is notified in writing within ninety (90) days of the closure of such transaction. Any permitted assignee shall be bound by the terms and conditions of this Agreement. Licensee may not download, export, or re-export the Software except as authorized by Boiler Bay and except in compliance with all applicable laws and regulations, including United States export control restrictions. It is Licensee's responsibility to comply with such restrictions as they may be amended from time to time. If any provision of this Agreement is held to be illegal, unenforceable or void, then each other provision will remain in effect. No failure of either party to enforce any provision of this Agreement shall be construed as a waiver of that or any other provision. This Agreement sets forth the entire agreement between the parties on the subject matter hereof and supersedes all prior proposals, agreements, and representations between them, whether written or oral. This Agreement supersedes any conflicting terms in any purchase order or other document submitted by

Licensee, whether or not formally rejected by Boiler Bay. This Agreement may be changed only in a writing signed by both parties. Neither party shall be liable for any delay or failure in performance, except for failure to pay fees, due to causes beyond its reasonable control.

14. **COMPLIANCE WITH LAW.** Each party agrees to comply with all applicable laws, regulations, and ordinances relating to their performance hereunder. Licensee shall be solely responsible for complying with the laws and regulations applicable in the territory, or any nation, or political subdivision thereof, in which it engages in business in performing its responsibilities hereunder as well as those applicable to the distribution and sale of the Software by Licensee, including, without limitation, tax, export and foreign exchange laws, export controls imposed by the U.S. Export Administration Act of 1979, as amended, and the United States Foreign Corrupt Practices Act. Additionally, Licensee specifically acknowledges that the Software is subject to United States export controls, pursuant to the Export Administration Regulations, 15 C.F.R. Parts 730 to 774. Licensee shall strictly comply with all requirements of the Export Administration Regulations with respect to the ~~Software~~. Licensee expressly agrees that, without the prior written authorization of Boiler Bay and the United States Government, Licensee shall not, and shall cause its representatives (if any) to agree not to (a) export, re-export, divert or transfer the Software or any direct product thereof to any destination, company or person restricted or prohibited by the United States export controls, or (b) disclose any data derived from the Software or any direct product thereof to any national or any country when such disclosure is restricted or prohibited by the United States export controls. Upon reasonable request, Licensee shall make its records available to Boiler Bay in order to permit Boiler Bay to confirm Licensee's compliance with its obligations as set forth in this Section 11. Licensee shall bear all expenses and costs related to compliance with any law and/or regulations. **NOTICE.** All notices and other communications which may be given by one Party to the other under this Agreement shall be given in writing and may be sent by courier, registered mail, any recognized express mail service providing proof of delivery, or by facsimile or email with proof of receipt, addressed to the other Party (at the address specified in this Agreement until further notice) and shall be deemed to have been received, if given by registered mail, five (5) business days after its mailing (except in case of disruption of the postal service in which case the other authorized means shall be used) and, if given by one of the other authorized means, the first business day at the destination address following the day of its dispatch.
15. **PUBLICITY.** Nothing in this Agreement shall be deemed to give either Party any right to use the other Party's trademarks or trade names without the other Party's prior written consent. No press release disclosing this agreement or the Parties' relationship shall be released without the prior written approval of its terms by the other Party.
16. **GOVERNING LAW; VENUE.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to or application of choice of law rules or principles. Venue for any legal action arising out of this Agreement shall be the state courts residing in Santa Cruz County, California, or the federal district court in or closest to Santa Cruz County, CA, and the parties hereby

consent to the personal jurisdiction of such courts. Each party agrees to comply with all applicable laws, regulations, and ordinances relating to their performance hereunder.

17. **OFFICIAL LANGUAGE.** This Agreement shall be executed in the English language. In case of any conflict between the English version and any translated version of this Agreement, the English language version shall govern.
18. **NO AGENCY.** Boiler Bay and Licensee 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.
19. **DEDICATED PERSONNEL.** Each party shall designate a program sales manager ("**Program Manager**") who shall supervise the party's activities hereunder including, with respect to Boiler Bay's Program Manager, sales, support and resource allocation; and, with respect to the Licensee's Program Manager, support and quality control. A party may change its Program Manager upon notice to the other party's Program Manager. The Boiler Bay Program Manager and the Licensee Program Manager shall each serve as the principle point of contact for the other party for the resolution of any issues or problems that may arise hereunder. The services of each party's respective Program Manager shall be at no charge to the other party.
20. **COUNTERPARTS; EXCHANGES BY FAX.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The exchange of a fully executed Agreement (in counterparts or otherwise) by fax or e-mail shall be sufficient to bind the parties to the terms and conditions of this Agreement.
21. **AUDIT RIGHTS.** Licensee will maintain accurate records as to its use of the Software as authorized by this Agreement, for at least two (2) years from the termination date of this Agreement. Boiler Bay, or persons designated by Boiler Bay, will, at any time during the period when Licensee is obliged to maintain such records, be entitled to audit such records and to ascertain completeness and accuracy, in order to verify that the Software is and has been used by Licensee in accordance with the terms of this Agreement and that Licensee has paid the applicable license fees, provided that: (a) Boiler Bay may conduct no more than one (1) audit in any twelve (12) month period; (b) any such audit shall be subject to a mutually agreed upon non-disclosure agreement negotiated in good faith and entered into by the parties (including any third party agent Boiler Bay may use in connection with such audit); (c) the audit will be conducted during normal business hours; and (d) Boiler Bay shall use commercially reasonable efforts to minimize the disruption of Licensee's normal business activities in connection with any such audit. Licensee shall promptly pay to Boiler Bay any underpayments revealed by any such audit. Any such audit will be performed at Boiler Bay's expense, provided,

however, that Licensee shall promptly reimburse Boiler Bay for the cost of such audit and any applicable fees if such audit reveals an underpayment by Licensee of more than five percent (5%) of the amounts payable by Licensee to Boiler Bay for the period audited.

Accepted by: _____ Accepted by: **BOILER BAY INC.**

Signature: _____ Signature: _____

Name: _____ Name: _____

Title: _____ Title: _____

Date: _____ Date: _____

Appendix A.
Restricted Use, Copyright, Trade Secret and U.S. Patents Statements

1. The following Boiler Bay Restricted Use, Copyright, Trade Secret, and U.S. Patents Statement must be included with other copyright notices included with any programs that make calls to or invocations of methods or functions of AirConcurrentMap, provided that there is a place that is appropriate for such statements.

“This Application contains ‘AirConcurrentMap’ which is Copyright © 2014-2016 Roger L. Deran, All Rights Reserved. The Software is U.S. Patent Applied. AirConcurrentMap may not be extracted from or otherwise used separately from [Product Name or Product Group Name here.] See <http://boilerbay.com>.”

2. Licensee allows Licensor to add your logo to the Partners Page and other similar pages of our website and brochure materials. You may add our Logo to your Partners Page and other similar pages of your website and brochure materials.

Accepted by: _____ Accepted by: **BOILER BAY INC.**

Signature: _____ Signature: _____

Name: _____ Name: _____

Title: _____ Title: _____

Date: _____ Date: _____

Appendix B Termination

The following Statement must be signed and express mailed to Boiler Bay by the Licensee, should Licensee wish to terminate this Agreement. This statement may be provided up to the date on which yearly fees are due to Boiler Bay. There is no refund for yearly fees, should Licensee wish to terminate this Agreement during a year in which fees have been paid.

Licensee warrants that no copies of the Software remain in existence on any developer or test seats at any Licensee site or the site of any of its affiliates or contractors. Licensee also warrants that no further use of this Software shall be made for any reason whatsoever, except those Deployments made as part of this Agreement. These users of the Deployments are those who licensed the Deployment for use during the active period of this Agreement and who continue to use it. At no time are these users to gain access to any portion of the Boiler Bay deliverables, other than as they exist in their embedded form within the Deployed Program. These already-deployed deliverables may remain in use, but no further instances may be deployed within the Licensee's Corporation or to any of its contractors, affiliates, or Customers. Should Licensee continue to receive fees for Support or any other type of payment for any Deployments of AirConcurrentMap, Licensee continues to owe yearly Licensing Fees to Licensor. For the avoidance of doubt, notwithstanding the foregoing, Licensee may continue to allow Customers to access copies of already-deployed deliverables for disaster recovery and like purposes. No other departments, affiliates, contractors, divisions, or units associated with or which are part of the Licensee shall receive any portion of the Software for any purpose from this point forward and all who have any portion of the Software shall delete their copies. Notwithstanding anything to the contrary contained herein, both Boiler Bay and Licensee understand and agree that Licensee may continue to use the Software and deliverables for the purpose of supporting users of the programs that were developed while this License is active.

Accepted by: _____ Accepted by: **BOILER BAY INC.**

Signature: _____ Signature: _____

Name: _____ Name: _____

Title: _____ Title: _____

Date: _____ Date: _____