

LICENSE AGREEMENT

This Agreement is entered into on 7th of January, 2024, between Aurora Sdn Bhd ("ARR") and [FULL LICENSEE NAME], a(n) [name of state] corporation located at [full address] ("LICENSEE").

BACKGROUND

ARR owns certain PATENT RIGHTS (as later defined) relating to ARR "[Aurora]", and has the right to grant licenses under PATENT RIGHTS:

LICENSEE has represented to ARR, to induce ARR to enter into this Agreement, that LICENSEE is experienced in developing, producing, manufacturing, marketing, and selling products similar to the LICENSED PRODUCT(s) (as later defined) and/or using the LICENSED PROCESS(es) (as later defined) and that it shall commit itself to a thorough, vigorous, and diligent program of exploiting the PATENT RIGHTS so that the public shall benefit; and

LICENSEE desires to obtain a license under the PATENT RIGHTS upon the terms and conditions set forth below.

The parties therefore agree as follows:

ARTICLE 1 - DEFINITIONS

For purposes of this Agreement, the following words and phrases have the following meanings:

1.1 "CONFIDENTIAL INFORMATION" means confidential or proprietary information relating to the PATENT RIGHTS, LICENSED PRODUCTS or LICENSED PROCESSES. CONFIDENTIAL INFORMATION may be in written, graphic, oral or physical form and may include scientific knowledge, know-how, processes, inventions, techniques, formulae, products, business operations, customer requirements, designs, sketches, photographs, drawings, specifications, reports, studies, findings, data, plans or other records, biological materials, and/or software. CONFIDENTIAL INFORMATION shall not include:

- information which is, or later becomes, generally available to the public through no fault of the recipient;
- information which is provided to the recipient by an independent third party having no obligation to keep the information secret;
- information which the recipient can establish was previously known to it or was independently developed by it without reference to the CONFIDENTIAL INFORMATION;
- information that is required to be disclosed to comply with applicable law or court order, including Ohio Revised Code Section 149.43, provided that the recipient gives prior written notice of the required disclosure to the discloser.

1.2 "FIELD OF USE" means the use of the licensed intellectual property solely for the development, marketing, and distribution of virtual fitting room technology for headwear within the consumer retail industry..

1.3 "LICENSED PROCESS" means any process that is covered in whole or in part by an issued, unexpired claim or a pending claim contained in the PATENT RIGHTS.

1.4 "LICENSED PRODUCT" means any product or product part which:

- (a) is covered in whole or in part by an issued, unexpired claim or a pending claim contained in the PATENT RIGHTS in the country in which any such product or product part is made, used or sold; or
- (b) is manufactured by using a process or is employed to practice a process which is covered in whole or in part by an issued, unexpired claim or a pending claim contained in the PATENT RIGHTS in the country in which any LICENSED PROCESS is used or in which such product or product part is used or sold.

1.5 "LICENSEE" means [full LICENSEE name] and any company, corporation, or business in which [full LICENSEE name] owns or controls at least fifty percent (50%) of the voting stock.

1.6 "NET SALES" means the gross amount of all sales or leases of LICENSED PRODUCTS and PROCESSES by LICENSEE, Affiliates, or sublicensees to any customer less:

- (a) discounts allowed in amounts customary in the trade;
- (b) sales, tariff duties and/or use taxes directly imposed and with reference to particular sales;
- (c) freight and insurance, if separately itemized on the invoice and paid by the customer; and
- (d) amounts allowed or credited on returns.

No deductions shall be made for cost of collections or for commissions paid to individuals whether they are with independent sales agencies or regularly employed by LICENSEE and on its payroll. LICENSED PRODUCTS are "sold" when billed out or invoiced.

1.7 "PATENT RIGHTS" means all of the following ARR intellectual property:

- (a) Any and all patents and patent applications owned or controlled by Licensor as of the Effective Date and relating to the virtual fitting room technology for headwear.
- (b) Any and all improvements, modifications, or enhancements to the patented technology developed during the term of this Agreement.
- (c) Any divisions, continuations, renewals, reissues, or extensions of the above patents or patent applications.
- (d) Any rights to inventions, designs, or discoveries that arise out of the use, development, or modification of the licensed intellectual property.

ARTICLE 2 - GRANT

2.1 ARR grants to LICENSEE and LICENSEE accepts, subject to the terms and conditions of this Agreement, a(n) [exclusive] license in the FIELD OF USE under PATENT RIGHTS and, to the extent not prohibited by other patents, to make, have made, use, lease, sell, and import LICENSED PRODUCTS and to practice the LICENSED PROCESSES.

2.2 This Agreement is effective when signed by all parties and shall extend until expiration of the last to expire of the licensed PATENT RIGHTS, unless sooner terminated as provided in Article 11.

2.3 LICENSEE agrees that LICENSED PRODUCTS leased or sold in the United States shall be manufactured substantially in the United States.

2.4 ARR reserves the right to practice under the PATENT RIGHTS for noncommercial research and educational purposes.

ARTICLE 3 – LICENSE FEES and ROYALTIES

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3.1 LICENSEE shall pay royalties to ARR until the term of the PATENT RIGHTS expires or until this Agreement is terminated. Royalties shall include:

- (a) A license issue fee of [840] dollars (\$ 840). Such license issue fee shall be nonrefundable and deemed earned and due immediately upon the effective date of this Agreement; [if granting rights to confidential know-how, include separate price for this (up-front and royalties)]
- (b) A minimum annual royalty of [100] dollars (\$ 100). Such minimum annual royalty shall be deemed earned and accrued as of January 1 of each calendar year after the effective date of this Agreement [or: ...of each year beginning with 200x] and shall be due no later than January 31 of each year. The minimum annual royalty payment shall be credited against running royalties for the corresponding calendar year, and the quarterly reports under Article 6.3 shall reflect such credit. The minimum annual royalty payments shall not be creditable against milestone payments (if any) or against royalty payments due for any other calendar year.
- (c) Running royalties equal to [10] percent (10 %) of NET SALES of the LICENSED PRODUCTS and LICENSED PROCESSES used, leased or sold by and/or for LICENSEE and/or its sublicensees for all countries; and
- (d) Fifty percent (50%) of any non-royalty sublicense income (e.g., license issue fees, maintenance fees) received from sublicensees in consideration for the LICENSED PRODUCTS and LICENSED PROCESSES, other than equity and R&D funds.

3.2 LICENSEE shall be responsible for the payment of all taxes, duties, levies, and other charges, including, but not limited to, sales, use, gross receipts, excise, VAT, and any other taxes, any withholdings or deductions, import and custom taxes, any duties, or any other charges imposed by any taxing authority with respect to the royalties payable to ARR under this agreement. Should LICENSEE be required under any law or regulation of any government entity or authority, domestic or foreign, to withhold or deduct any portion of the payments on royalties due to ARR, then the sum payable to ARR shall be increased by the amount necessary to yield to ARR an amount equal to the sum it would have received had no withholdings or deductions been made. ARR shall cooperate with LICENSEE in the event LICENSEE elects to assert, at its own expense, ARR's exemption from any such tax or deduction.

3.3 LICENSEE is not obligated to pay multiple royalties based on the fact that any LICENSED PRODUCT, its manufacture, use, lease or sale is covered by more than one PATENT RIGHTS patent application or PATENT RIGHTS patent licensed under this Agreement.

3.4 Royalty payments shall be paid in United States dollars in Cleveland, Ohio, or at such other place as ARR may reasonably designate consistent with the laws and regulations controlling in any foreign country. If any currency conversion is required in connection with the payment of royalties, such conversion shall be made by using the exchange rate as published as of the last business day of the applicable calendar quarter in the eastern edition of The Wall Street Journal.

3.5 Royalty payments shall be made on a quarterly basis with submission of the reports required by Article 6, except the minimum annual royalty payment, which shall be due as provided in Paragraph 3.1.b. Such payments and reports shall be due within fourteen (14) days of March 31, June 30, September 30, and December 31 of each calendar year. Late payments, including payments due for patent cost reimbursement, shall be subject to a charge of one and one-half percent (1.5%) per month or \$100, whichever is greater. The payment of such late charge shall not foreclose ARR from exercising any other rights it may have resulting from any late payment.

ARTICLE 4 – SUBLICENSES

4.1 LICENSEE has the right to enter into sublicensing agreements. LICENSEE agrees that any sublicenses granted by it shall provide that the obligations to ARR of Articles 2, 6, 8, 9, 10, 11 and 14 of this Agreement shall be binding upon the sublicensee as if it were a party to this Agreement. LICENSEE further agrees to attach copies of these Articles to sublicense agreements.

4.2 LICENSEE shall forward to ARR copies of all sublicense agreements promptly upon execution by the parties.

4.3 For any sublicenses granted by LICENSEE hereunder, LICENSEE will pay to ARR 50% of all license fees, milestone payments and other financial consideration received by LICENSEE in addition to royalties provided under Section 3.1.c.

4.4 LICENSEE shall not receive from sublicensees anything of value in lieu of cash payments in consideration for any sublicense under this Agreement, without the express prior written permission of ARR.

4.5 In accordance with paragraph 11.8, termination of the license granted to LICENSEE by Licensor under this Agreement will terminate all sublicenses which may have been granted by LICENSEE, unless mutually agreed in writing otherwise by Licensor and the relevant sublicense.

ARTICLE 5 - DUE DILIGENCE

5.1 LICENSEE shall use its best efforts to bring one or more LICENSED PRODUCTS or LICENSED PROCESSES to market through a thorough, vigorous and diligent program for exploiting the PATENT RIGHTS and to continue active, diligent marketing efforts for one or more LICENSED PRODUCTS or LICENSED PROCESSES throughout the life of this Agreement.

ARTICLE 6 - REPORTS AND RECORDS

6.1 LICENSEE shall keep full, true and accurate books of account containing all particulars necessary to show the amounts payable to ARR. The books of account shall be kept at LICENSEE's principal place of business or the principal place of business of the appropriate division of LICENSEE to which this Agreement relates. The books and supporting data shall be open at all reasonable times for five (5) years following the end of the calendar year to which they pertain, for inspection by ARR or its agents to verify LICENSEE's royalty statement or compliance in other respects with this Agreement. Should such inspection lead to the discovery of discrepancy in reporting which is greater than two percent (2%) to ARR's detriment, LICENSEE agrees to pay the full cost of such inspection.

6.2 LICENSEE shall provide to ARR a written annual report on or before September 1 of each calendar year. The annual report shall include: reports of progress on research and development, regulatory approvals, manufacturing, sublicensing, marketing and sales during the preceding twelve (12) months, and plans for the coming year.

6.3 After the first commercial sale of a LICENSED PRODUCT or LICENSED PROCESS, LICENSEE shall provide quarterly reports to ARR. The quarterly reports shall be delivered within fourteen (14) days after March 31, June 30, September 30, and December 31 of each

year. The quarterly reports shall give particulars of the business conducted by LICENSEE and its sublicensees during the preceding quarter that are pertinent to a royalty accounting, including:

- (a) number of LICENSED PRODUCTS manufactured and sold by LICENSEE and all sublicensees;
- (b) total billings for LICENSED PRODUCTS sold by LICENSEE and all sublicensees;
- (c) accounting for all LICENSED PROCESSES used or sold by LICENSEE and all sublicensees;
- (d) deductions applicable as provided in Paragraph 1.6;
- (e) royalties due on additional payments from sublicensees under Paragraph 3.1.d;
- (f) any minimum annual royalty payment credits applicable against running royalties;
- (g) total royalties due; and
- (h) names and addresses of all sublicensees.

ARTICLE 7 - PATENT PROSECUTION

7.1 ARR shall, in its sole discretion, be responsible for the preparation, filing, prosecution and maintenance of any and all applications and patents included in the PATENT RIGHTS. ARR shall consult with LICENSEE as to the preparation, filing, prosecution and maintenance of such applications and patents and shall furnish to LICENSEE copies of documents relevant to any such preparation, filing, prosecution or maintenance. ARR and LICENSEE shall cooperate fully in determining, in a timely manner, the countries in which patent protection shall be pursued and maintained. Each party shall provide to the other prompt notice as to all matters that come to its attention and which may affect the preparation, filing, prosecution or maintenance of any such patent applications or patents. In particular, LICENSEE will immediately notify ARR if LICENSEE or a sublicensee (or optionee) does not qualify as a “small entity” as provided by the United States Patent and Trademark Office.

7.2 Upon execution of this Agreement, LICENSEE shall reimburse ARR for all documented expenses ARR has incurred for the preparation, filing, prosecution and maintenance of the PATENT RIGHTS. Thereafter, LICENSEE shall reimburse ARR for all such future expenses upon receipt of invoices from ARR. Such reimbursement shall be made within thirty (30) days of receipt of ARR’s invoice and shall, if overdue, be subject to late charges as specified in Paragraph 3.5 above. ARR reserves the right, in its sole discretion, to require the pre-payment by LICENSEE of some or all of the anticipated filing costs for any foreign patent application as a precondition for the filing of such application.

ARTICLE 8 - INFRINGEMENT

8.1 LICENSEE or its sublicensee(s) has the right to prosecute in their own name and at their own expense any infringement of the PATENT RIGHTS, so long as the license is exclusive when the legal action is commenced. ARR agrees to notify LICENSEE promptly of each infringement of the PATENT RIGHTS of which ARR becomes aware. Before LICENSEE or its sublicensees commences an action for infringement, LICENSEE or sublicensee shall notify ARR and carefully consider the views of ARR and the public interest.

8.2 ARR agrees to join, subject to the approval of the Ohio Attorney General, as a party plaintiff in any lawsuit initiated by LICENSEE, if requested by LICENSEE, with all costs, attorney fees and expenses to be paid by LICENSEE.

8.3 If LICENSEE undertakes to enforce and/or defend the PATENT RIGHTS by litigation, LICENSEE may withhold up to fifty percent (50%) of the payments otherwise thereafter due during the course of such litigation to ARR under Article 3. LICENSEE may apply the amounts withheld to reimburse up to half of LICENSEE's litigation expenses, including reasonable attorneys' fees. If LICENSEE recovers damages in the patent litigation, the award shall be applied first to satisfy ARR's and LICENSEE'S unreimbursed expenses and legal fees for the litigation, and next to reimburse ARR for any payments under Article 3 which are past due or were withheld pursuant to this Article 8. The remaining balance shall be divided equally between LICENSEE and ARR.

8.4 No settlement, consent judgment or other voluntary final disposition of the suit may be entered into without ARR's consent, which shall not be unreasonably withheld.

8.5 If LICENSEE and its sublicensee(s) elect not to exercise their right to prosecute or defend an infringement of the PATENT RIGHTS, ARR may do so at its own expense, controlling such action and retaining all recoveries.

8.6 If a declaratory judgment action alleging invalidity of any of the PATENT RIGHTS is brought against LICENSEE or ARR, then ARR, at its sole option, has the right to intervene and take over the defense of the action at its own expense.

ARTICLE 9 - PRODUCT LIABILITY

9.1 LICENSEE shall at all times during the term of this Agreement and thereafter, indemnify, defend and hold ARR, its trustees, directors, officers, employees and affiliates, (collectively, the "Indemnitees") harmless against all claims, proceedings, demands and liabilities of any kind whatsoever, including legal expenses and reasonable attorneys' fees, arising out of the death of or injury to any person or persons or out of any damage to property, or resulting from the

production, manufacture, sale, use, lease, consumption or advertisement of the LICENSED PRODUCT(s) and/or LICENSED PROCESS(es) or arising from any obligation of LICENSEE under this Agreement, except claims that the PATENT RIGHTS infringe third party intellectual property.

9.2

- (a) LICENSEE shall, at all times after the effective date of this Agreement and prior to the occurrence of an event described in Subparagraph 9.2.b, maintain commercial general liability insurance in amounts adequate to assure its obligations to ARR under Section 9.1 of this Agreement.
- (b) Beginning at the time any product, process or service relating to, or developed pursuant to, this Agreement is being commercially distributed or sold (other than for the purpose of obtaining regulatory approvals) by LICENSEE or by a sublicensee or agent of LICENSEE, LICENSEE shall, at its own expense, procure and maintain commercial general liability insurance in amounts of not less than [5] million dollars (\$ 5,000,000) per incident and [10] million dollars (\$ 10,000,000) annual aggregate and naming Indemnitees as additional insureds. During clinical trials of any such product, process or service, LICENSEE shall, at its sole expense, procure and maintain commercial general liability insurance in such equal or lesser amounts as ARR may require. The general commercial liability insurance required under this paragraph shall provide (i) product liability coverage and (ii) broad form contractual coverage for LICENSEE's indemnification under this Agreement.
- (c) LICENSEE shall provide ARR with written evidence of such insurance upon request of ARR. LICENSEE shall provide ARR with written notice at least fifteen (15) days prior to the cancellation, non-renewal or material change of such insurance; if LICENSEE does not obtain replacement insurance providing comparable coverage within such fifteen (15) day period, ARR shall have the right to terminate this Agreement effective at the end of such fifteen (15) day period without notice or any additional waiting periods.
- (d) LICENSEE shall maintain such commercial general liability insurance beyond the expiration or termination of this Agreement during (i) the period that any product, process, or service relating to, or developed pursuant to, this Agreement is being commercially distributed or sold by LICENSEE or a sublicensee or agent of LICENSEE and (ii) a reasonable period after the period referred to Paragraph 9.2.d.i above which in no event shall be less than fifteen (15) years.

9.3 EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, ARR, ITS TRUSTEES, DIRECTORS, OFFICERS, EMPLOYEES, AND AFFILIATES MAKE NO REPRESENTATIONS AND EXTEND NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, VALIDITY OF PATENT RIGHTS CLAIMS ISSUED OR PENDING, AND THE ABSENCE OF LATENT OR OTHER DEFECTS, WHETHER OR NOT DISCOVERABLE. NOTHING IN THIS AGREEMENT SHALL BE CONSTRUED AS A REPRESENTATION MADE OR WARRANTY GIVEN BY ARR THAT THE PRACTICE BY LICENSEE OF THE LICENSE GRANTED SHALL NOT INFRINGE THE PATENT RIGHTS OF ANY THIRD PARTY. ARR, ITS TRUSTEES, DIRECTORS, OFFICERS, EMPLOYEES AND

AFFILIATES SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING ECONOMIC DAMAGE OR INJURY TO PROPERTY AND LOST PROFITS, REGARDLESS OF WHETHER ARR IS ADVISED, HAS OTHER REASON TO KNOW, OR IN FACT DOES KNOW OF THE POSSIBILITY.

ARTICLE 10 – CONFIDENTIALITY

10.1 During the course of this Agreement, ARR and LICENSEE may provide each other with CONFIDENTIAL INFORMATION. All CONFIDENTIAL INFORMATION shall be designated in writing as such by the discloser. ARR and LICENSEE each intend to maintain the confidential status of their CONFIDENTIAL INFORMATION. Each shall exercise reasonable care to protect the CONFIDENTIAL INFORMATION from disclosure to third parties; no such disclosure shall be made without the other's written permission. Upon termination or expiration of this Agreement, ARR and/or LICENSEE shall comply with the other's written request to discontinue using and/or return all CONFIDENTIAL INFORMATION. This Confidentiality provision shall continue for a period of three (3) years following the termination or expiration of this Agreement.

ARTICLE 11 - TERMINATION

11.1 If LICENSEE becomes bankrupt or insolvent, or files a petition in bankruptcy court, or if the business of LICENSEE is placed in the hands of a receiver, assignee or trustee for the benefit of creditors, whether by the voluntary act of LICENSEE or otherwise, the exclusive license granted under Article 2 herein will automatically convert to a nonexclusive license that may not be assumed or assigned without the consent of ARR.

11.2 If LICENSEE fails to make any payment due to ARR, ARR has the right to terminate this Agreement effective on thirty (30) days' written notice, unless LICENSEE makes all such payments within the thirty (30) day period. If LICENSEE has not made all such payments to ARR by the time the thirty (30) day period expires, this Agreement shall automatically terminate.

11.3 If LICENSEE defaults on its obligations under Paragraph 9.2, ARR shall have the right to terminate this Agreement without further notice as provided under Subparagraph 9.2(c).

11.4 Upon any material breach or default of this Agreement by LICENSEE other than those occurrences listed in Paragraphs 5.3, 11.1, 11.2 and 11.3 (the terms of which shall take precedence over the handling of any other material breach or default under this Paragraph 11.4), ARR has the right to terminate this Agreement effective on ninety (90) days' written notice to LICENSEE.

Such termination shall become automatically effective upon expiration of the ninety (90) day period unless LICENSEE cures the material breach or default before the period expires.

11.5 LICENSEE has the right to terminate this Agreement at any time on three (3) months' written notice to ARR if LICENSEE:

- (a) pays all amounts due ARR through the effective date of the termination;
- (b) submits a final report of the type described in Paragraph 6.3;
- (c) returns any confidential or trade-secret materials provided to LICENSEE by ARR in connection with this Agreement;
- (d) suspends its use of the LICENSED PROCESS(ES) AND LICENSED PRODUCT(S) (subject to Paragraph 11.6 below);
- (e) provides ARR with all data and know-how developed by LICENSEE in the course of LICENSEE's efforts to develop LICENSED PRODUCTS and PROCESSES. ARR shall have the right to use such data and know-how for any purpose whatsoever, including the right to transfer same to future licensees ; and
- (f) provides ARR the right to access any regulatory information filed with any US or foreign government agency with respect to LICENSED PRODUCTS and PROCESSES

11.6 If LICENSEE has filed patent applications or obtained patents to any modification or improvement to LICENSED PRODUCTS or PROCESSES within the scope of the LICENSED PATENTS, LICENSEE agrees upon request to enter into good faith negotiations with ARR or its future licensee(s) for the purpose of granting licensing rights to said modifications or improvements in timely fashion and under commercially reasonable terms.

11.7 Termination of this Agreement shall not release ARR and LICENSEE from any obligation that matured prior to the effective date of such termination. Articles 1, 9, 10, 11 and 14 shall survive termination. LICENSEE and any sublicensee may, however, after the effective date of such termination, complete and sell LICENSED PRODUCTS in the process of manufacture and sell all LICENSED PRODUCTS already in existence at the time of termination, if LICENSEE pays ARR as required by Article 3 and submits the reports required by Article 6 of this Agreement.

11.8 Upon termination of this Agreement for any reason, any sublicensee not then in default may seek a license from ARR. ARR agrees to negotiate such licenses in good faith, under reasonable terms and conditions.

ARTICLE 12 - PAYMENTS, NOTICES, AND OTHER COMMUNICATIONS

12.1 Any payment, notice or other communication required by this Agreement shall be sufficiently made or given on the date of mailing if sent by recognized express carrier or certified first class mail, postage prepaid, addressed to ARR or LICENSEE at its address below or as it designates by written notice to the other.

For ARR:

Aurora Office
777, Beechurst Avenue
(216) 667-2125; FAX (216) 687-3736

For LICENSEE:

ARTICLE 13 - REPRESENTATIONS AND WARRANTIES

13.1 LICENSEE represents and warrants that it has the full corporate power and authority to enter into this Agreement, that this Agreement constitutes the binding legal obligation of LICENSEE, and that the execution and performance of this Agreement by LICENSEE will not violate or conflict with any other agreement to which LICENSEE is a party or by which it is bound or with any law, rule or regulation applicable to LICENSEE.

ARTICLE 14 - MISCELLANEOUS PROVISIONS

14.1 This Agreement shall be construed, governed, interpreted and applied according to Ohio law, except that questions affecting the construction and effect of any patent shall be determined by the law of the country in which the patent was granted.

14.2 ARR and LICENSEE acknowledge that this sets forth their entire understanding concerning the subject matter of this Agreement, and no modification of the Agreement will be effective unless both ARR and LICENSEE agree to it in writing.

14.3 The provisions of this Agreement are severable. If any provisions of this Agreement are determined invalid or unenforceable under any controlling body of law, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining provisions.

14.4 LICENSEE agrees to mark the LICENSED PRODUCTS sold in the United States with all applicable United States patent numbers. All LICENSED PRODUCTS shipped to or sold in other countries shall be marked to comply with the patent laws and practice of the country of manufacture or sale.

14.5 The failure of either ARR or LICENSEE to assert a right or insist upon compliance with any term or condition of this Agreement shall not constitute a waiver of that right or excuse a similar subsequent failure to perform any such term or condition by the other.

14.6 LICENSEE shall not use, either directly or indirectly, the name of Cleveland State University Research Foundation, Cleveland State University, or any of their officers, employees, students or board members in any publicity or advertising unless a copy is submitted to and approved in writing by ARR.

14.7 LICENSEE agrees to comply with all applicable laws and regulations. In particular, LICENSEE understands and acknowledges that the transfer of certain commodities and technical data is subject to United States laws and regulations controlling the export of such commodities and technical data, including all Export Administration Regulations of the United States Department of Commerce. These laws and regulations prohibit or require a license for the export of certain types of technical data to certain specified countries. LICENSEE agrees to comply with all United States laws and regulations controlling the export of commodities and technical data, to be solely responsible for any violation of such laws and regulations by LICENSEE or its sublicensees, and to defend and hold ARR harmless if any legal action of any nature results from the violation.

14.8 LICENSEE may not assign this Agreement without the prior written consent of ARR.

14.9 Force Majeure. In the event any Party hereto is prevented from or delayed in the performance of any of its obligations hereunder (other than the payment of monies due and owing) by reason of acts of God, war, terrorism, strikes, riots, storms, fires, electrical or telecommunications outages or any other cause whatsoever beyond the reasonable control of the Party, the Party so prevented or delayed shall be excused from the performance of any such obligation to the extent and during the period of such prevention or delay, provided that such Party takes all reasonable steps to overcome such cause(es) as soon as is reasonably possible.

14.10 Nothing contained in this Agreement will be deemed to place the parties in a partnership, joint venture or agency relationship and neither party will have the right or authority to obligate or bind the other party in any manner.

14.11 This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which taken together will constitute one and the same instrument.

The authorized signatures of ARR and LICENSEE below signify their acceptance of the terms of this Agreement.

AURORA SDN BHD

[FULL LICENSEE NAME]

By: _____

By:_____

Name: JOCELYN NGIENG

Name:_____

Title: IT MANAGER

Title:_____

Date: 8/1/23

Date:_____

APPENDIX A

PATENT RIGHTS

Patent Application No. 09/765,432

Title: Virtual Fitting Room Technology for Headwear

Filing Date: October 15, 2023

Corresponding OTL Invention Disclosure Number: ARR invention disclosure AUR001