

TOONUP SNIPPETS, INC.
LICENSE AGREEMENT

This License Agreement (“**Agreement**”) between ToonUp Snippets, Inc. (“**Licensor**”) and you (the “**Licensee**”) constitutes the full and complete understanding of the parties hereto with respect to Licensor’s license to Licensee of the Products (the “**Licensed IP**”) identified in Licensor’s invoice and supersedes all prior and contemporaneous written or oral agreements concerning the same. Notwithstanding the expiration or termination of the Agreement for any reason, the parties’ rights and obligations, which by their nature should survive such expiration or termination, will remain in full force and effect.

1. Grant of License. Licensor hereby grants to Licensee a non-exclusive, non-sublicensable and non-transferable (in whole or in part), worldwide, limited license to use the Licensed IP solely for its internal business purposes during the Term for the limited number of authorized individual users identified in the invoice (“**Users**”). All rights not specifically granted to Licensee by this Agreement are reserved by Licensor.

2. Ownership. Licensee acknowledges and agrees that, as between Licensee and Licensor, Licensor owns all right, title, and interest, to the Licensed IP, including without limitation all intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, “**Intellectual Property Rights**”) in and to all documents, work product, and other materials that are delivered to Licensee under this Agreement. Licensee recognizes that Licensor regards the Licensed IP as its proprietary information and as confidential trade secrets of great value. Licensee agrees that the original, copies and any modifications, translations, compilations and derivatives of the Licensed IP, whether made by Licensor, Licensee or third parties, constitute the sole and exclusive property of Licensor.

3. Term and Termination. The license granted hereunder shall continue unless and until terminated pursuant to this Section. In addition to any remedies that may be provided under this Agreement and at law, Licensor may terminate this Agreement with immediate effect upon written notice to Licensee, if Licensee: (a) fails to pay any amount when due under this Agreement; (b) is in default with any of the terms of this Agreement, in whole or in part, and not cured such default ten (10) days after receipt of written notice from Licensor; or (c) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors.

4. Payment Terms. In consideration of the grant of the license for the limited number of Users, Licensee shall pay Licensor the license fees (“**Fees**”) without offset or deduction. Licensee shall make all payments hereunder in US dollars on or before the due date. If Licensee fails to make any payment when due, in addition to all other remedies that may be available: (i) Licensor may charge interest on the past due amount at the rate of 1.5% per month, calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law; and (ii) Licensee shall reimburse Licensor for all costs incurred by Licensor in collecting any late payments or interest, including attorneys’ fees, court costs, and collection agency fees. Fees for additional Users will require

payment of the fees applicable at the time the additional Users are added to the license.

5. Disclaimer of Warranties. EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT THE LICENSED IP IS PROVIDED “AS IS”, AND LICENSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS, IMPLIED, OR ARISING BY LAW, REGARDING THE LICENSED IP (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY IMPLIED WARRANTY ARISING OUT OF COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE).

6. No Support. This Agreement does not entitle Licensee to any support for the Licensed IP

7. Indemnification.

a. Licensor agrees to indemnify, defend and hold Licensee harmless from and against any and all liabilities, costs, damages and expenses (including reasonable attorneys’ fees and expenses) associated with any claim or action brought against Licensee or its suppliers that arises from or relates to (i) the negligence or intentional misconduct of Licensor (ii) any claim that the Licensed IP violates the rights of any party, including but not limited to intellectual property rights; or (iii) any material breach by Licensor of this Agreement.

b. Licensee agrees to indemnify, defend and hold Licensor harmless from and against any and all liabilities, costs, damages and expenses (including reasonable attorneys’ fees and expenses) associated with any claim or action brought against Licensor or its suppliers that arises from or relates to (i) the negligence or intentional misconduct of Licensee (iii) any claim that any Licensee materials that are not Licensed IP violate the rights of any party, including but not limited to intellectual property rights; or (iv) any material breach by Licensee of this Agreement.

8. Limitations of Liability. IN NO EVENT SHALL LICENSOR BE LIABLE TO LICENSEE OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SUCH PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES,

AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL LICENSOR'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AMOUNT OF THE LICENSE FEES.

9. Relationship of the Parties. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

10. Confidentiality. All non-public, confidential or proprietary information of Licensor, including, but not limited to, trade secrets, technology, and the terms of this Agreement (collectively, "Confidential Information"), disclosed by Licensor to Licensee, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with the provision of this Agreement is confidential, and shall not be disclosed or copied by Licensee without the prior written consent of Licensor.

11. Severability. The invalidity or unenforceability of any particular provision of the Agreement shall not affect the other provisions hereof, and the Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

12. Extension Not a Waiver. No delay or omission in the exercise of any power, remedy or right provided in the Agreement or otherwise available to a party shall impair or affect the right of such party thereafter to exercise the same. Any extension of time or other indulgence granted hereunder shall not otherwise alter or affect any power, remedy, right or obligation of the party hereto to whom such extension or indulgence is granted.

13. No Third-Party Beneficiaries. None of the provisions of the Agreement shall be for the benefit of, or be enforceable by, any person not a party to the Agreement.

14. Governing Law; Construction. All questions with respect to the execution, validity, interpretation, and performance of this Agreement and the rights and liabilities of the Parties hereto will be governed by the laws of the Commonwealth of Pennsylvania, without giving effect to the doctrine of conflict of laws or any rule of construction or interpretation based upon which Party drafted this Agreement.

15. Submission to Jurisdiction. Licensor and Licensee submit to the exclusive, mandatory jurisdiction and venue of any state or federal court sitting in each case for the County of Chester, Pennsylvania, in any action or proceeding arising out of or relating to this Agreement and agree that all claims in respect of the action or proceeding will be heard and determined in any such court. Each Party also agrees not to bring any action or proceeding arising out of or relating to this Agreement in any other court. Each Party waives any

objection which it may now or hereafter have to the laying of the venue of any such proceeding brought in such a court and any claim that any such proceeding brought in such a court has been brought in an inconvenient forum.

16. Equitable Remedies. Licensee acknowledges and agrees that a breach or threatened breach by Licensee of this Agreement would cause Licensor irreparable harm for which monetary damages would not be an adequate remedy and that, in the event of such breach or threatened breach, Licensor will be entitled to equitable relief, including a restraining order, an injunction, specific performance and any other relief that may be available from any court of competent jurisdiction, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.

17. Waiver of Jury Trial. Each Party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement or the transactions contemplated hereby.

18. Assignment. Licensee shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Licensor. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Licensee of any of its obligations under this Agreement. Licensor shall have the right in its sole discretion to assign the Agreement without the consent of Licensee.

19. Attorneys' Fees. In the event that Licensor must commence any legal action or proceeding to enforce or interpret provisions of this Agreement, then to the extent Licensor is the prevailing party, Licensor will be entitled to recover its reasonable attorneys' fees and expenses incurred by reason of such action from Licensee.

20. Amendment and Modification. This Agreement may only be amended or modified in a writing which specifically states that it amends this Agreement and is signed by an authorized representative of each party.

21. Headings and Counterparts. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. This Agreement may be executed in one or more counterparts (including by facsimile or portable document format (pdf)) for the convenience of the Parties hereto, each of which will be deemed an original, but all of which together will constitute one and the same instrument.