Dated ___ 2025

Nearby Computing, S.L.
(the "Licensor")

and

_____
(the "Licensee")

SOFTWARE LICENSE AGREEMENT

Important Note: read carefully before installing or using

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PARTIES

(1)   Nearby Computing, S.L. incorporated in Spain with registered CIF number: B67267997 whose registered office is at Tuset, 32, 2º, CP 08006, Barcelona, Spain (the "Licensor"), and

(2)   [●], a [company][corporation] incorporated in [●] [with registered number [●] whose registered office is at [●] (the "Licensee").

BACKGROUND

(A)   Licensor wishes to grant Licensee a license to use certain software and provide certain services on the terms and subject to the conditions of this Software License Agreement and its Schedules (this "**Agreement**").

(B)   Licensee wishes to accept such license and services on the terms and subject to the conditions of this Agreement.

OPERATIVE PROVISIONS

1   **DEFINITIONS AND INTERPRETATION**

1.1   In this Agreement:

"**Agreement**" means this Software License Agreement and its Schedules, if any.

"**Applicable Laws**" means all applicable laws of any jurisdiction, as amended and in force from time to time and the rules, regulations, orders, Licenses and permits of any Competent Authority.

"**Business Day**" means any day which is not a Saturday, Sunday or public or bank holiday in Barcelona, Spain.

"**Business Hours**" means from 9.00 am to 5.00 pm on a Business Day.

"**Competent Authority**" means any judicial or regulatory authority having jurisdiction over this Agreement or any of the parties.

"**Documentation**" means user guides, operating manuals and release notes on the Licensed Software and all updates thereto made available by Licensor.

"**Effective Date**" means the date set out at the beginning of this Agreement.

"**Escrow Agent**" means a third party company keeping a valid copy of all the code files that configure the Licensed Software.

"**Intellectual Property Rights**" means all copyright and rights in the nature of copyright, design rights, patents, trademarks, data base rights, applications for any of the above, moral rights, know-how, domain names or any other intellectual or industrial property rights whether or not registered or capable of registration and subsisting in the Licensed Territory.

"**Initial Term**" means as defined in Clause 9.

"**IPR Claim**" means a claim as defined in Clause 7.

"**License Fee**" means the fee for the license of the Licensed Software set out in the applicable business offer or P.O.
"**Licensed Equipment**" means the equipment on which the Licensed Software may be used as defined in Schedule 2.

"**Licensed Software**" means the software (including its Documentation) set out in the applicable business offer or P.O.

"**Licensed Territory**" means the territories in which the Licensed Software may be used as defined in .

"**Renewal Period**" means as defined in Clause 9.

"**Schedule**" means a schedule attached to, and forming part of, this Agreement.

"**Support Services**" means an expert team that can be remotely accessed by different channels and will help the Licensee in deploying, using, troubleshooting the Licensed Software and any of its features as set out in the applicable business offer or P.O.

"**Source Code**" means software in a human-readable programming language and in such form that the software can be (a) interpreted, (b) compiled into object code form, or (c) any equivalent process for the use of the software can be undertaken.

"**Term**" means as defined in Clause 9.

"**VAT**" means value added tax.

1.2   In this Agreement, unless otherwise specified, any reference to:
    (a)   a statute or statutory provision includes a reference to the statute or statutory provision as modified or re-enacted or both from time to time, and to any subordinate legislation made under it;
    (b)   clauses, schedules and/or parties are to clauses of and schedules and/or parties to this Agreement, respectively;
    (c)   the singular includes the plural and vice versa and the masculine includes the feminine and the neuter genders and vice versa;
    (d)   a person includes natural persons, firms, partnerships, companies, corporations, associations, organizations, governments, states, governmental or state agencies, foundations and trusts (in each case whether or not having a separate legal personality);
    (e)   times of the day are to Barcelona, Spanish time; and
    (f)   writing includes written documentation and email, and excludes fax transmission, SMS and similar means of communication.

1.2.2   Schedule(s), if any, form an integral part of this Agreement.

1.2.3   The contents page and headings used in this Agreement are inserted for convenience only and shall not affect the interpretation of this Agreement.

1.2.4   In this Agreement, any phrase introduced by the words *include*, *including*, *includes* and *such as* are to be construed as illustrative and shall not limit the sense of the words preceding those words.

2   LICENSE

2.1   Subject to the terms of this Agreement, including without limitation payment of all applicable License Fees, Licensor grants to Licensee a non-exclusive, non-transferable license to install and use the Licensed Software from the Effective Date for the Term on the Licensed Equipment solely for the internal business purposes of Licensee. For the avoidance of doubt, "Internal business purposes" shall not include the commercial sale or exploitation of the Licensed Software or any part of it. Further, this license grant is subject to the terms and conditions stated in the Schedule 1 attached hereto.

2.2   Consent to Use of Data: Licensee agrees that Licensor may collect and use technical data and related information that is gathered periodically to facilitate the provision of software updates, product support, and other services to Licensee (if any) related to the Software. Licensor may use this information, as long as it is in a form that does not personally identify Licensee, to improve its products or to provide services or technologies to Licensee.

2.3   Licensee's license to use the Licensed Software is limited to the number of instances of every Software component set out in the business offer or P.O. for which Licensee has paid. For the avoidance of doubt, the parties may from time to time agree to increase number of instances.

2.4   Licensee is licensed to use the Licensed Software in machine-readable object code form only.

2.5   Licensee shall use the Licensed Software only in accordance with its Documentation (including user guides, operating manuals and release notes on the Licensed Software and all updates thereto made available by Licensor)

2.6   Licensee shall take all measures in accordance with good IT industry practice to prevent unauthorized use or disclosure of the Licensed Software.

2.7   At the request of Licensee, Licensor shall place the Source Code to the Licensed Software in escrow with the Escrow Agent under the terms of its standard applicable licensee agreement. Licensee shall be responsible for the payment of all applicable escrow fees charged by the Escrow Agent.

2.8   For the purposes of disaster recovery only, Licensee may transfer the Licensed Software from the Licensed Equipment to alternative equipment temporarily if there is an interruption or failure of the Licensed Equipment.

2.9   Licensee may make the Licensed Software accessible for use by its third-party suppliers that must have access to provide their services to Licensee.

2.10   Except as expressly authorized in writing by Licensor, Licensee shall not, nor permit others to:
        (a)   use, copy, modify, create derivative works from or distribute the Licensed Software, any part of it, or any copy, adaptation, transcription, or merged portion of it, except to the extent that the foregoing acts are permitted by law;
        (b)   disable, decode, reverse engineer, disassemble, decompile or otherwise translate or convert or unencrypt the Licensed Software or any part of it, except to the extent that the foregoing acts are permitted by applicable law;
        (c)   transfer, loan, lease, assign, rent, or otherwise sublicense the Licensed Software;
        (d)   remove any copyright, proprietary or similar notices from the Licensed Software (or any copies of it);
        (e)   operate the Licensed Software or any part of it for the benefit of or on behalf of any third party, including by way of application service provider services, internet service provider services, timesharing arrangements, outsourcing services or bureau services; or
        (f)   operate the Licensed Software for the purposes of the weapons industry or in any other application in which the failure of the Licensed Software could lead directly to (a) death or personal injury to persons or (b) severe physical or environmental damage.

2.11   The Software is lincensed, not sold. Ttitle to all copies of the Licensed Software remains with Licensor or its licensors. The Licensed Software is copyrighted and protected by the laws of Spain and other countries, and international treaty provisions. Except as otherwise expressly herein, Licensor grants no express or implied right under Licensor's Intellectual Property Rights.

2.12   The Licensed Territory means worldwide and for the avoidance of doubt, the Licensee warrants that Licensee will not export/re-export the Licensed Software, directly or indirectly, to any country for which the European Union or the United States governments requires an export license, or other governmental approval, without first obtaining any such required license or approval.

2.13   The Licensor will provide limited support on a best efforts basis through an online support forum accessible via the Licensee's support website. Additional and/or individual support is available upon request and subject to a separate support agreement as set out in the business offer or P.O.

2.14   Licensor, at its sole discretion, shall be entitled, but not obliged, to create updates for the Software and to make them available to the Licensee. The Licensee may only receive updates for the Software if he holds a valid License for the release version the Update applies to.

3   **LICENSE FEES**

3.1   Licensor shall invoice Licensee the License Fees in accordance with the schedule of payments set out in the applicable business offer or P.O.

3.2   Licensee shall pay the License Fees per the payment terms stated in the applicable P.O..

3.3   The License Fees do not include applicable taxes which Licensee shall pay in addition to the License Fees at the rate prevailing on the date of the invoice.

3.4   Should Licensee fail to make any payment in full on the due date under this Agreement, Licensor may charge interest on the outstanding amount. Such interest shall:
        (a)   accrue at the higher of either (i) the rate of four percent (4%) per annum above the base rate set by the European Central Bank from time to time on late payments; or (ii) the maximum rate of interest allowed by Spanish law;
        (b)   accrue on a daily basis from the due date until the date of payment, whether before or after judgment; and
        (c)   be compounded monthly.

4   ACCESS TO THE LICENSED SOFTWARE

Licensor shall provide access to the Licensed Software (including any related Documentation) to Licensee upon payment of the License Fees according to the P.O.

5   SOFTWARE AUDIT

5.1   Further, Licensee warrants to create, retain, and provide to Licensor and its auditors accurate written records, system tool outputs, or any other system information sufficient to provide auditable verification that Licensee's use of the Licensed Software is in compliance with this Agreement.

5.2   At the request of Licensor, Licensee shall within three (3) Business Days of receiving written notice to do so certify to Licensor that its use of the Licensed Software is in accordance with the restrictions set out in this Agreement.

5.3   Licensor will notify Licensee in writing if any such verification indicates that Licensee has used the Licensed Software in excess of its authorized use or is otherwise not in compliance with this Agreement. Licensee agrees to promptly pay directly to Licensor the charges that Licensor specifies in an invoice for (a) any such excess use for the months or years of excess use, (b) support for such excess use for the duration of such excess use, and (c) any additional charges and other liabilities determined as a result of such verification.

6   WARRANTIES

6.1   Licensor warrants to Licensee that:
        (a)   it has the right to grant to Licensee the license of the Licensed Software set out in this Agreement;
        (b)   the Licensed Software will perform substantially in accordance with its Documentation for one hundred and eighty (180) calendar days from the date the Licensed Software is delivered to Licensee.

6.2   The warranties set out in Clause 6.1 are the entire warranties made by Licensor with respect to the Licensed Software. To the maximum extent permitted by law all other warranties and representations whether express or implied are excluded and in particular Licensor does not warrant that:
        (a)   the operation of the Licensed Software will be uninterrupted or error-free;
        (b)   the Licensed Software will meet Licensee's particular requirements, whether or not those requirements have been made known to Licensor; or
        (c)   the Licensed Software is of satisfactory quality or fit for any particular purpose.

6.3   In respect of a breach of the warranty set out in Clause 6.1 (b), Licensor shall correct any reproducible defect in the Licensed Software within a reasonable time from receiving such notice, in which case the warranty in respect of the relevant Licensed Software shall extend to the end of the original warranty period or thirty (30) calendar days from the delivery by Licensor of the correction, whichever is the longer, *provided that* Licensee gives written notice to Licensor specifying the details of the defect within the period specified in Clause 6.1 (b).

6.4   Licensor shall not be liable for any defect to the extent it results from:
        (a)   use of the Licensed Software otherwise than in accordance with its Documentation and this Agreement;
        (b)   any modification of the Licensed Software not carried out or authorized in writing by Licensor;
        (c)   failure of electric power or environmental control systems; or

(d) failure of hardware, software or other products or services not supplied by Licensor or any other matter beyond the reasonable control of Licensor.

6.5 Licensor does not give or enter into any condition, warranty, or other term:
(a) with respect to any malfunctions or other errors in the Licensed Software caused by virus, infection, worm or similar malicious code not developed or introduced by Licensor; or
(b) to the effect that any Licensed Software will protect against all possible security threats, including intentional misconduct by third parties.

6.6 Further, Licensor is not liable for any downtime or service interruption, for any lost or stolen data or systems, or for any other damages arising out of or relating to any such actions or intrusions or resulting from use of Licensed Software.

6.7 Licensor's entire liability in respect of a breach of the warranty in Clause 6.1 (b) is as set out in Clause 6 and Clause 10.

7 IPR INDEMNITY

7.1 Licensor shall procure the defense or, at its option, the settlement of any claim brought against Licensee, and pay any damages and costs finally awarded by a Competent Authority arising from any claim that the use of the Licensed Software in accordance with this Agreement infringes the Intellectual Property Rights of any third party (an "**IPR Claim**"), *provided that*:
(a) Licensee promptly notifies Licensor in writing of any such IPR Claim brought or threatened;
(b) Licensee gives Licensor sole authority to procure the defense or settlement of such IPR Claim; and
(c) Licensee makes no admissions in respect of such IRP Claim.

7.2 Licensee shall provide Licensor with all assistance reasonably required by Licensor in connection with any such IPR Claim.

7.3 Provided that Licensee has complied with its obligations under this Clause 7, Licensor will indemnify Licensee against all costs and damages awarded against Licensee or any settlement agreed by Licensor in respect of such IPR Claim, provided that such indemnity is subject every time to the limitation of Clause 10.

7.4 If Licensee's use of the Licensed Software in accordance with this Agreement is either (a) held by a Competent Authority to be infringing or (b) in Licensor's opinion reasonably likely to be infringing, Licensor shall at its option and expense:
(a) procure for Licensee the right to continue to use the Licensed Software in accordance with this Agreement;
(b) modify the Licensed Software so that it is not infringing (but without materially detracting from its functionality of performance), in which case Licensee shall cease using the infringing Licensed Software as soon as Licensor makes such modification available; or
(c) if in Licensor's reasonable opinion neither of the above options is commercially viable, require Licensee to cease use of the infringing Licensed Software.

7.5 Licensor's obligations under this Clause 7 shall not apply if an IPR Claim arises in whole or part from:
(a) any modification of the Licensed Software by anyone other than the Licensor or its authorized representatives;
(b) the use of the Licensed Software otherwise than in accordance with this Agreement or Documentation;
(c) the use of the Licensed Software in combination with any software, hardware or data that has not been supplied or expressly authorized by Licensor where without such combination no such IPR Claim would arise; or
(d) third party software, whether or not forming a part of the Licensed Software.

7.6 In regard to Clause 7.5 (a), (b), (c), and (d) Licensor assumes no liability for any such IPR Claim or other claim and Licensee will indemnify Licensor, its affiliates, licensors or suppliers (including their respective directors, officers, employees, and agents) against all costs and damages awarded against Licensor or any settlement agreed by Licensor in respect of such IPR Claim and all other claims arising therefrom.

7.7 This Clause 7 states Licensee's sole and exclusive remedy and Licensor's entire liability in respect of any IPR Claim.

8   **CONFIDENTIALITY**

8.1   In this Agreement Confidential Information includes:

(a)   all information in whatever medium relating to the trade secrets, operations, processes, plans, intentions, product information, know-how, designs, market opportunities, transactions, affairs and/or business of a party and/or its customers, clients, suppliers, holding companies and/or subsidiaries;

(b)   all information in and relating to the Licensed Software including its Documentation;

8.2   Each party shall both during this Agreement and thereafter:

(a)   keep all Confidential Information disclosed to it by the other party strictly confidential;

(b)   not disclose any such disclosed Confidential Information to a third party, other than to such of its employees and/or officers as will of necessity acquire it as a consequence of the performance of that party's obligations under this Agreement, and only then provided that the relevant party shall ensure that each such employee and/or officer shall keep such Confidential Information confidential and shall not use any of it for any purpose or disclose it to any person, firm or company other than those for which or to whom that party may lawfully use or disclose it under this Agreement; and

(c)   use Confidential Information disclosed to it only in connection with the proper performance of this Agreement.

8.3   Clause 8 shall not apply to any Confidential Information to the extent that it:

(a)   comes within the public domain other than through breach of Clause 0;

(b)   is required or requested to be divulged by any Competent Authority to which either party is subject, wherever situated;

(c)   is disclosed on a confidential basis for the purposes of obtaining professional advice; or

(d)   is known to the receiving party before the disclosure to it; or

(e)   is disclosed with the other party's prior written approval to the disclosure.

8.4   This Clause 8 shall continue in force after and despite the termination of this Agreement, whatever the reason for termination.

9   **TERM AND TERMINATION**

9.1   This Agreement commences on the Effective Date and shall continue for three (3) calendar years from the Effective Date (the "**Initial Term**"). After the Initial Term, this Agreement shall automatically and continually renew for successive periods of one (1) calendar year (each a "**Renewal Period**"), unless either party notifies the other party of termination, in writing, at least ninety (90) calendar days before the end of the Initial Term or any Renewal Period, in which case this Agreement shall terminate upon the expiry of the applicable Initial Term or Renewal Period or is otherwise terminated in accordance with the provisions of this Agreement. The Initial Term together with any subsequent Renewal Period shall constitute the "**Term**".

9.2   Either party may terminate this Agreement with immediate effect by giving written notice to the other party if the other party:

(a)   has committed a material breach of this Agreement and, if such breach is capable of remedy, has failed to remedy the breach within thirty (30) calendar days after receiving notice from the terminating party specifying the breach and requiring the breach to be remedied;

(b)   ceases, or threatens to cease, to carry on the whole or a substantial part of its business;

(c)   becomes unable to pay its debts as and when they fall due, makes an arrangement or composition with its creditors or goes into liquidation;

(d)   is the subject of the commencement of any bankruptcy proceedings, the passing of a resolution for its winding up, the giving of a notice of appointment or intention to appoint an administrator or liquidator (which is not dismissed, withdrawn or set aside within thirty (30) calendar thirty days of presentation); or

(e)   has an administrator, an administrative receiver or trustee appointed over all or any of its assets.

9.3   For the purposes of this Clause 9, a breach shall be considered capable of remedy if the defaulting party can comply with the provision in question in all respects other than time of performance (provided that time of performance is not of the essence).

9.4   Either party may terminate this Agreement for convenience by giving the other party ninety (90) calendar days' prior written notice; *provided that* Licensee's obligation to pay Licensor the Licensee Fee and any other fees whether during the Initial Term or any Renewal Period shall remain valid and become immediately due.

9.5   Notwithstanding anything else contained herein, on termination of this Agreement, Licensee's shall cease all use of the Licensed Software and shall return or, at Licensor's option, destroy all copies of the Licensed Software (including any Documentation) in its possession or control and except as otherwise provided herein, no refund or credit shall be due Licensee regardless of the reason for termination or Licensee's discontinuing use of the Software.

9.6   The termination of this Agreement for any reason shall not affect:
        (a)   any rights, obligations and/or liabilities accrued before the date of termination; or
        (b)   any rights, obligations and/or liabilities expressed to continue in force after and despite termination.

10   LIMITATIONS OF LIABILITY

10.1   Nothing in this Agreement shall limit or exclude the liability of either party to the other in respect of:
        (a)   Fraud, serious misconduct or intent;
        (b)   death or injury to persons caused by negligence;
        (c)   any other liability which cannot by law be limited or excluded;
        (d)   Licensee's obligation to pay the License Fees; and
        (e)   Licensee's breach of the obligations set out in Clause 2.

10.2   The parties shall not be liable to the other for any of the following types of loss or damage even in each case if the party has been advised of the possibility of such loss or damage:
        (a)   indirect or consequential loss;
        (b)   loss of profits, revenue, contracts or anticipated savings;
        (c)   punitive damages; or
        (d)   loss or damage arising from loss, damage or corruption of any data.

10.3   Subject to Clauses 10.1 and 10.2, the aggregate liability of Licensor, its affiliates, licensors and suppliers (including their respective directors, officers, employees, and agents) for any liability arising under or in connection with this Agreement howsoever arising (including, without limitation, by way of negligence, IPR Claim, etc.) shall be limited to the last calendar year's License Fee paid by Licensee for the Licensed Software prior to any particular claim.

10.4   Licensee agrees that the limited remedies, warranty disclaimer and limited liability are fundamental elements of the basis of the bargain between Licensor and Licensee. Licensee acknowledges Licensor would be unable to provide the Licensed Software without such limitations.

10.5   Licensee will indemnify and hold Licensor and its affiliates, licensors and suppliers (including their respective directors, officers, employees, and agents) harmless against all claims, liabilities, losses, costs, damages, and expenses (including reasonable attorney fees), arising out of, directly or indirectly, the use of the Licensed Software and any claim of product liability, personal injury or death associated with any use, even if such claim alleges that Licensor or a Licensor affiliate, licensors or supplier was negligent regarding the design or manufacture of the Licensed Software.

10.6   Claims of the Licensee may only be offset against claims of the Licensor if they have been accepted by the Licensor in writing or have been found to be valid by a competent court or tribunal and such decision has become final and binding upon the parties.

11   NOTICES

All notices, requests and other communications to any party hereunder shall be in writing and must be delivered by hand or sent by registered mail or email transmission to the address or email address set out herebelow or as set out in the P.O.

Licensor:
Address: Tuset, 32, 2º, CP 08006 Barcelona, Spain.
Email: nbc@nearbycomputing.com.

Licensee
Address: <mark>_____</mark>.
Email: <mark>_____</mark>.

12   **REPRESENTATIONS AND WARRANTIES AS TO CORPORATE POWERS**

Each party represents and warrants to the other party that in respect of itself: (a) it is duly incorporated and validly existing under the laws of the jurisdiction in which it is incorporated (or, if different, has its principal place of business) and is fully qualified and empowered to own its assets and carry out its business; and (b) it has full power to enter into (and to exercise its rights and perform its obligations under) this Agreement and this Agreement when executed will constitute valid, lawful and binding obligations on it, in accordance with its terms.

13   **ASSIGNMENT**

Licensor expressly reserves the right to unilaterally transfer and assign the Agreement including any and all rights and obligations hereunder to a third party. Such transfer and assignment shall not require the consent by the Licensee.

Licensee shall not assign or transfer its rights and/or obligations under this Agreement without Licensor's prior written consent.

14   **ENTIRE AGREEMENT**

14.1 This Agreement together with the documents referred to in it represent the entire terms agreed between the parties in relation to its subject matter and supersedes and extinguishes any prior drafts, and all previous contracts, arrangements, representations, warranties of any nature whether or not in writing between the parties relating to its subject matter.

14.2 Each party acknowledges and agrees that in entering into this Agreement on the terms set out in this Agreement:
    (a)   it is not relying upon (and shall have no remedy in respect of) any statement, representation, warranty, promise or assurance made or given by any other party or any other person (whether negligently or innocently made), whether or not in writing, at any time prior to the execution of this Agreement which is not expressly set out in this Agreement; and
    (b)   its only remedy in respect of any untrue statement, representation, warranty, promise or assurance expressly set out in this Agreement shall be for breach of contract.

15   **AMENDMENTS**

A variation of this Agreement is not effective unless in writing signed by or on behalf of each of the parties.

16   **CONFLICTS**

This Agreement is drawn up in the English language. If this Agreement is translated into another language, the English language text shall in any event prevail.

16   **RELATIONSHIP OF THE PARTIES**

Nothing in this Agreement and no action taken by the parties pursuant to this Agreement shall be construed as creating a partnership or joint venture of any kind between the parties or as constituting either party as the agent of the other party for any purpose whatsoever. No party shall have the authority to bind the other party or to contract in the name of or create a liability against the other party in any way or for any purpose.

17   **REMEDIES NOT EXCLUSIVE**

Except as expressly provided under this Agreement, the rights and remedies contained in this Agreement are cumulative and are not exclusive of any other rights or remedies provided by law or otherwise.

18   **NO WAIVER**

A failure or delay by either party to exercise any right or remedy under this Agreement shall not be construed or operate as a waiver of that right or remedy nor shall any single or partial exercise of any right or remedy preclude the further exercise of that right or remedy. A waiver by either party of any breach of or default under this Agreement shall not be considered a waiver of a preceding or subsequent breach or default. A purported waiver or release under this Agreement is not effective unless it is a specific authorized written waiver or release.

19   **SEVERANCE**

19.1 Each of the provisions contained in this Agreement shall be construed as independent of every other such provision, so that if any provision of this Agreement shall be determined by any Competent Authority to be illegal, invalid and/or unenforceable then such determination shall not affect any other provision of this Agreement, all of which other provisions shall remain in full force and effect.

19.2 If any provision of this Agreement shall be determined to be illegal, invalid and/or unenforceable, but would be legal, valid and enforceable if amended, the parties shall consult with one another in good faith and agree the scope and extent of any modification or amendment necessary to render the provision legal, valid and enforceable and so as to give effect as far as possible to the intention of the parties as recorded in this Agreement.

20   **FURTHER ASSURANCE**

Each party will at the request and expense of the other party execute any document and do anything reasonably necessary to implement this Agreement and use all reasonable endeavors to procure that a third party executes any deed or document and does anything reasonably necessary to implement this Agreement.

21   **ANNOUNCEMENTS**

Save as required by law, existing contractual obligations or any applicable regulatory authority or government body to which either party is subject (wherever situated), no party shall make any public announcement, issue any press release or make any form of statement to the public about this Agreement or any ancillary matter without the prior written consent of the other party, which shall not be unreasonably withheld or delayed. Notwithstanding anything else contain herein, Licensor may mention Licensee as a customer and include Licensee's name and logo in Licensor's marketing.

22   **COSTS**

Save as otherwise stated in this Agreement, each party shall bear its own costs in relation to the negotiation, preparation, execution and carrying into effect of this Agreement.

23   **GOVERNING LAW & ARBITRATION**

This Agreement and any non-contractual obligations arising in connection with it shall be governed exclusively by and construed in accordance with the laws of the Spain excluding (a) its conflicts or choice of law rules, and (b) the United Nations Convention on Contracts for the International Sale of Goods (CISG). The parties will attempt in good faith to amicably resolve any dispute arising out of, or in relation to this Agreement. If the dispute is not resolved, any dispute, controversy or claim arising under, out of or relating to this contract and any subsequent amendments of this contract, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims, shall be referred to and finally determined by arbitration in accordance with the WIPO Expedited Arbitration Rules. The place of arbitration shall be the seat of WIPO. The language to be used in the arbitral proceedings shall be English. The dispute, controversy or claim shall be decided in accordance with the laws of Spain. Nothing herein shall restrict Licensor from applying to the courts of any country for emergency, injunctive or interim remedies.

This Agreement has been duly executed by the parties in two (2) originals of which the parties have taken one (1) each. This Agreement has been entered into on the Effective Date.

LICENSEE	LICENSOR
COMPANY NAME	**NEARBY COMPUTING SL**

By _____
(Signature)

By _____
(Signature)

Signatory Name _____
(Name)

José Martí Jufresa _____
(Name)

Signatory Title _____
(Title)

CEO _____
(Title)

_____
(Date Signed)

_____
(Date Signed)