

TOWER 48

DIGITAL ASSET ESCROW DEPOSIT AGREEMENT

This Agreement, effective as of this the 13 day of April, 2011, the date signed by the Depositor ("Effective Date"), is made and entered into by:

1. Tower 48, Inc. ("Tower 48"), a Texas corporation, located at 6605 Cypresswood Dr., Suite 301, Spring, TX 77379;
2. Example Depositor ("Depositor") whose registered office is located at 12345 Example Rd., Depositor City, XX 12345; and
3. Example Beneficiary ("Beneficiary") whose registered office is located at 12345 Example Rd., Beneficiary City, XX 12345.

WHEREAS the Beneficiary is being granted certain contingent rights to certain deposited assets, which may be viewed and verified at <http://www.tower48.com>, the Depositor hereby acknowledges that should certain circumstances arise, as set forth below, those deposited assets will be released to Beneficiary, and Beneficiary shall be able to continue to exercise its rights under the agreement(s) between Depositor and Beneficiary.

WHEREAS Depositor desires not to release the deposited assets to Beneficiary except upon certain specific terms and conditions and,

WHEREAS, to assure the continued availability and usefulness of the deposited assets, Depositor has agreed to establish and maintain in escrow the deposited assets and documentation thereof,

NOW, THEREFORE, the parties agree that the deposited assets set forth herein should be placed with a trusted third party, Tower 48, so that all deposited assets may be released to the Beneficiary should certain circumstances arise, and, in consideration of the covenants, conditions, and restrictions contained in this Digital Asset Escrow Deposit Agreement, the parties agree as follows:

1. DEFINITIONS

For purposes of this Agreement, the following terms shall have the meanings set forth below, unless expressly defined otherwise in this Agreement:

- a. "AGREEMENT" means the terms and conditions of this **DIGITAL ASSET ESCROW DEPOSIT AGREEMENT** as set forth below, which may be amended from time to time, including any and all schedules, exhibits, and/or appendix hereto.

b. "APPROVED DOCUMENT FORMAT" means only those commonly used document formats approved by Tower 48, which are as follows: (1) text format (.txt); (2) portable document format (.pdf); (3) rich text format (.rtf); or (4) Microsoft Word format (.doc or .docx).

c. "CONFIDENTIAL INFORMATION" means all technical and/or commercial information not in the public domain and designated in writing as confidential by any party under this agreement together with all other information of any party that may reasonably be regarded as confidential information.

d. "DEPOSIT MATERIAL FILE" or "DEPOSIT MATERIAL" means the digital file(s) containing all of the deposit materials and such other electronic materials and documentation (including updates and upgrades thereto and new versions thereof) as are necessary to meet the obligations of Depositor and that are to be provided to Tower 48 pursuant to this Agreement.

e. "ESCROW DEPOSIT" or "DEPOSITED ASSETS" or "ASSETS" means the digital deposit material file provided to Tower 48 by the Depositor, or otherwise held by Tower 48 pursuant to the terms of this Agreement. This also includes associated documentation, if any.

f. "INTELLECTUAL PROPERTY" or "INTELLECTUAL PROPERTY RIGHTS" mean any copyright, patents, design patents, registered designs, design rights, utility models, trademarks, service marks, trade secrets, know how, database rights, moral rights, confidential information, trade or business names, domain names, and any other rights of a similar nature including industrial and proprietary rights and other similar protected rights in any country or jurisdiction together with all registrations, applications to register and right(s) to apply for registration of any of the aforementioned rights including any licenses of or in respect of same.

g. "PRODUCT AGREEMENT" means the underlying agreement between Depositor and Beneficiary describing the deposited assets and granting certain rights to the Beneficiary, as may be amended from time to time according to the terms set forth therein.

h. "SOURCE CODE" means the computer programming code of the Deposit Materials in human readable form, if any is to be included in the deposit material file(s), including all documentation and instructions necessary to maintain, duplicate, compile, interpret and install the source code for the Software.

i. "THIRD PARTY MATERIAL" means source code which is not the confidential information and intellectual property of either the Owner or the Licensee, if any.

j. "UPDATE" means any modification, update, addition, or revision of any deposit materials by Depositor of the Deposit Materials held by Tower 48 prior to any such modification, update, or revision.

2. TOWER 48's FEES

2.1 The parties shall pay Tower 48 in accordance with the standard fees and charges as published, and as amended from time to time, in the proportions set forth in Tower 48's Fee Schedule published at <http://www.Tower48.com>, which is hereby incorporated herein by reference for all purposes. Following

the expiration of the initial term under this Agreement, Tower 48 shall be entitled to review and vary its standard fees and charges for its services under this Agreement. All fees, costs and any other amounts due and payable to Tower 48 as provided hereunder shall be paid by Depositor, or Beneficiary if applicable. Neither Depositor nor Beneficiary shall be entitled to any refunds, withholds, offsets, reductions in, or deductions from, any payments due to Tower 48 hereunder.

2.2 In addition to and without limiting any other right or remedy to which Tower 48 may be entitled, Tower 48 shall have the right, in its sole discretion, to suspend the performance of any or all of its obligations hereunder for so long as any amount due hereunder remains unpaid in whole or in part. All services are payable one billing cycle in advance. Tower 48 reserves the right to charge interest in respect of the late payment of any sum due under this Agreement (both before and after judgment) at the rate of 5% per annum over the prevailing judicial interest rate or the maximum amount allowed by law on a daily basis from the due date until full payment and Tower 48 shall be entitled to all attorney fees and litigation costs for the collection of late payments or any other violations under this agreement.

3. DEPOSIT PROCEDURES

3.1 Within thirty (30) days of the effective date of this Agreement, Depositor agrees to deposit with Tower 48, the deposit materials as set forth under the Product Agreement. Depositor also agrees to deposit with Tower 48 the necessary documentation, other software, and/or source code, if applicable, for each Update or Replacement of the Deposit Materials contemporaneously with its release, distribution, or other publication by Depositor in the ordinary course of business via Tower 48's web interface at www.Tower48.com, thereby providing a description of the Deposit Materials. Without limiting the foregoing, Deposit Materials may not be encrypted, unless done so in accordance with this section and the written agreement of all parties to this agreement. Tower 48 retains all right, title to, and ownership of the media upon which the Deposit is stored upon uploading the Deposit Materials via Tower 48's web interface. Notwithstanding any other provision of this Agreement, Tower 48 shall have no obligation to return to Depositor any Deposit Materials.

3.2 Depositor shall have the option, but not the obligation, to encrypt and transmit the encrypted Escrow Deposit for each Update over the internet to Tower 48's website, with written authorization by all parties hereto and by providing Tower 48 with the password directions to access same to same via Tower 48's web interface by uploading a document containing that password created via an Approved Document Format, as defined herein. Tower 48 shall not be liable to Depositor or Beneficiary for any encrypted Deposit Materials, or any part thereof that is transmitted over the internet to Tower 48's website, but is not received in whole or in part, or for which no notification of encrypted transmittal or no password is given by Depositor to Tower 48 pursuant to this section.

3.3 Upon receipt of deposited assets and payment of applicable fees, Tower 48 will issue a receipt by electronic mail ("email") to Depositor, accompanied by a general list or description of the Deposit Materials (provided by Depositor at the time of deposit). Tower 48 shall then notify any registered Beneficiary upon receipt of each Deposit by email to the email address described in the beneficiary registration process via the Tower 48's web interface, within five (5) days following receipt by Tower 48 of the Deposit Materials. Deposit notification will also be posted to Tower 48's secure page, which may be accessed by Depositor (upon deposit) and Beneficiary (upon registration) by using the user identification name and password provided to Tower 48 at registration.

3.4 It is the sole responsibility of the Beneficiary to register itself via the web interface at www.Tower48.com and to verify the Deposit Materials being held in escrow complies with the Product Agreement. Tower 48 shall have no obligation to determine the condition, accuracy, completeness, functionality, performance or non-performance of any Deposit Materials, or whether the Deposit Materials contain source code, documentation, software, or other digital files necessary for functionality of the deposit materials, or whether these materials are current. Tower 48 will not be responsible for procuring the deposit or delivery of any Escrow Deposit. Tower 48 shall perform all of the duties required by and agreed to in this Agreement diligently and in good faith. Tower 48 shall have no duty of care, inquiry or disclosure, whether express or implied. Any and all sub-contractors performing verification or other services on behalf of Tower 48 shall be subject to the same duty of care as Tower 48.

3.5 BY ENTERING AND/OR PERFORMING UNDER THIS AGREEMENT, THE DEPOSITOR AND BENEFICIARY, UNDERSTAND, REPRESENT AND AGREE THAT THE PRODUCT AGREEMENT IS A SEPARATE AND DISTINCT AGREEMENT BETWEEN DEPOSITOR AND BENEFICIARY ONLY, THAT THE SOLE PURPOSE OF INCORPORATING THE PRODUCT AGREEMENT BY REFERENCE IN THIS AGREEMENT IS TO SET FORTH THE UNDERLYING RIGHTS AND OBLIGATIONS BETWEEN DEPOSITOR AND BENEFICIARY, AND THE PRODUCT AGREEMENT SHALL NOT OBLIGATE THE PERFORMANCE OR NONPERFORMANCE OF ANY ACT BY Tower 48 IN ANY WAY WHATSOEVER, UNLESS EXPLICITLY AGREED OTHERWISE IN THIS AGREEMENT.

4. DEPOSITOR'S RESPONSIBILITIES AND WARRANTIES

4.1 Depositor shall:

- a. Depositor understands and represents that it must upload within five (5) business days of entering this agreement a true and correct copy of the Product Agreement by uploading that document via an Approved Document Format describing the nature of the deposited assets, depositor's intellectual property rights in the deposited assets, and the relationship between Depositor and Beneficiary including the terms granting of any contingent or actual rights to Beneficiary in the deposited assets, whether by underlying license, sale, or otherwise as well as any other related terms and/or conditions that pertain in to this escrow agreement, if any, to the Tower 48 system, as part of the deposit material file(s) associated with the deposit materials;
- b. deliver a true and correct copy of the Deposit Material to Tower 48, in accordance with the terms of the Product Agreement;
- c. deliver a further copy of the Deposit Material to Tower 48 each and every time that there is a change to the Deposit Material, if any, subject to and in accordance with the terms of the Product Agreement;
- d. ensure that each copy of the Deposit Material comprises the complete set of Deposit Assets as to satisfy the rights of the Beneficiary;
- e. deliver a replacement copy of the Deposit Material to TOWER 48 within fourteen (14) days of a notice given to it by TOWER 48;

f. deliver with each deposit of the Deposit Material password and/or encryption details required to access the Deposit Material (if any) and, if applicable, the Depositor shall provide additional information, details, software, and/or materials necessary to use the Deposit Material as required by the Product Agreement with the Beneficiary (including, but not limited to passwords) with each asset deposit; and

g. deliver, by uploading a document via an Approved Document Format, with each deposit of the Deposit Material the following technical information (where applicable):

(1) documentation describing the procedures for building, compiling and/or installing the software, including names and versions of the development tools;

(2) software design information (e.g. module names and functionality); and

(3) name and contact details of employees with knowledge of how to maintain and support the Deposit Material.

4.2 Depositor hereby warrants and represents to both Tower 48 and Beneficiary at the time of each deposit of the Material with Tower 48 that:

a. Depositor owns the Intellectual Property, and all rights thereto, in the Deposited Materials with the exception of any components or assets specifically identified as excepted materials ("Excepted Materials"), that the Excepted Materials, if any, are set forth by Depositor in a document created using an Approved Document Format entitled and named "Excepted Materials" uploaded by depositor along with the deposited materials via Tower 48's web interface at the time of the initial deposit and prior to initiation of escrow services, and said document so entitled first uploaded, or lack thereof, will be made part of this agreement by reference herein as if it were attached hereto for purposes of this subsection or, if none are disclosed, as an affirmative statement by depositor that no such materials exist;

b. Depositor has been granted valid and ongoing rights under license by the third party owner(s) to use, handle, manipulate and/or deal with any third party materials in the manner anticipated under this Agreement (or any agreement referenced herein), that Depositor has the express authority of such third party owner(s) to deposit these materials under this Agreement as evidenced by signed letter(s) of authorization in the form required by Tower 48 ("Third Party Authorization") using an Approved Document Format and multiple authorizations, if any, are properly indexed with table of contents and together entitled and saved as "Third Party Authorization" and same has been uploaded along with the deposited materials via Tower 48's web interface at the time of the initial deposit and prior to initiation of escrow services;

c. Depositor is providing all required information needed for Beneficiary to fulfill all requirements with third parties ("Third Party Materials") (including, but not limited to potentially required license purchases) (or, if none is attached, Depositor will upload within five (5) business days of the execution of this agreement said third party requirements to the Tower 48 website prior to initiation of escrow services and said agreement first uploaded will be made part of this agreement by reference herein as if it were attached hereto);

d. Depositor in entering into this Agreement (or any agreement referenced herein) and performing its obligations hereunder is not in breach of any of its ongoing express or implied obligations to any third party(s);

e. the Deposit Material contains all information in human-readable form to enable a reasonably skilled Beneficiary to understand, maintain, modify and correct the Deposit Material; and

f. in respect of any third party object code (if applicable) that the Depositor, at its option, or, at the request of the Beneficiary, deposits with Tower 48 in conjunction with the Deposit Material identified, Depositor has the full and absolute right and authority to do so.

5. BENEFICIARY'S RESPONSIBILITIES

5.1 Beneficiary shall:

a. be solely responsible for the negotiation of release events and contractual language regarding same;

b. keep the Deposit Material confidential at all times and/or use the Deposit Material only for the Release Purposes in accordance with the terms of the underlying Product Agreement in the event that the Deposit Material is released under this Agreement;

c. not disclose the Deposit Material to any person save such of the Beneficiary's employees or contractors who need to know the same for the Release Purposes in the event that the Deposit Material is released in accordance with the confidentiality provisions of the underlying Product Agreement as well as those set forth under this Agreement, if any, and in the event that such Deposit Material is disclosed to its employees or contractors, the Beneficiary shall ensure that they are bound by the same confidentiality obligations as those set forth in the underlying Product Agreement and this Agreement, if any; and

d. in the event that the Deposit Material is released under this Agreement, it shall be the responsibility of the Beneficiary to obtain any necessary licenses to utilize the assets of any third party material deposited by the Depositor as identified and disclosed by Depositor pursuant to the terms of this agreement as Excepted Materials.

6. TOWER 48'S RESPONSIBILITIES

6.1 Tower 48 shall:

a. at all times during the term of this Agreement, retain the deposited Deposit Material in a safe and secure environment;

b. inform the Depositor and Beneficiary via email to the Depositor and Beneficiary registered email addresses provided via Tower 48's web interface of the receipt of any deposit of the Deposit Material, at Tower 48's sole discretion, but Tower 48 is under no obligation to do so (Tower 48 shall not be responsible for email lost due to spam filtering or similar unreliability issues inherent to email); and

c. notify the Depositor and the Beneficiary if it becomes aware at any time during the term of this Agreement that the copy of the Deposit Material held by it has been lost, damaged or destroyed so that a replacement may be obtained.

6.2 In the event of failure by the Depositor to deposit any Deposit Material with Tower 48, Tower 48 shall not be responsible for procuring such deposit and may, at its sole discretion, notify the Beneficiary of the Depositor's failure to deposit any Material.

7. RELEASE

7.1 Beneficiary shall have the right to enforce the Deposit Material release procedures described in this Paragraph only if at the time of the requested release: (a) the Product Agreement between Depositor and Beneficiary is in full force and effect, and Beneficiary is not in breach thereof; (b) the Beneficiary is not in breach of this Agreement; and (c) all fees and costs then due and owing to Tower 48 shall have been paid in full.

7.2 The release by Tower 48 of the Deposit Material to Beneficiary as further provided in this Paragraph shall be subject to the occurrence of one or more of the following conditions (each a "Release Condition"):

*) Depositor's breach of the license agreement or other agreement between the Depositor and the Beneficiary regulating the use of the Deposit Material covered under this Agreement;

*) Failure of the Depositor to function as a going concern or to operate in the ordinary course;

*) Depositor is subject to voluntary or involuntary bankruptcy;

*) The release conditions in this sample contract are common examples, your choices of release conditions can vary. This is an example of a custom release condition where you can say whatever you wish. For example, I could say: "Product is to be released from escrow after July 1, 2014".

7.3 Depositor may submit written release request at any time, and Beneficiary may provide Tower 48 with a written release request following the occurrence of a Release Condition.

7.4 The party requesting release must do so by delivering to Tower 48 a statutory or notarized release request declaration ("Declaration") made by an officer of the requesting party declaring that such Release Condition has occurred specifically setting forth the purpose of the release request, the facts and circumstances surrounding the purported Release Condition, that the Product Agreement or any other agreement between the parties identified herein, if relevant, for the Software that relates to the Deposit Materials is still valid and effective up to the occurrence of such Release Condition and exhibiting such documentary evidence in support of the Declaration as Tower 48 shall reasonably require. Any party submitting a Declaration requesting release of Deposited Materials, at the time of the release request, must pay Tower 48 a release request fee as set forth under Tower 48's then current schedule of fees, which will be posted at <http://www.Tower48.com>, as amended from time to time. If the party requesting the release fails to comply this Agreement in any manor or if Tower 48 does not receive payment in full for the all fees for the release request at the time such request is submitted to Tower 48, Tower 48 may, at its sole option, consider the Declaration requesting release void for all purposes under this agreement.

7.5 Provided that Tower 48 has been paid all fees and costs then due and owing, Tower 48 shall promptly deliver a copy of the release request to Depositor or Beneficiary, as applicable, notice of the Declaration requesting release (the "Notice of Release Request") by courier, certified mail, or other form of delivery specified by Depositor via Tower 48's web interface.

7.6 If Depositor or Beneficiary, as applicable, objects to the Declaration requesting release, then within fifteen (15) business days of the receipt of the Notice of Release Request, such party agrees to provide Tower 48 with written notice of such objection, and to provide a copy of such notice to the party requesting the release, stating that a Release Condition has not occurred or, if appropriate, that the event or circumstance giving rise to the Release Condition has been rectified as shown by documentation in support thereof, and instructing Tower 48 not to release the Deposit Materials as requested (the "Contrary Instructions"). Contrary Instructions shall be on company letterhead and signed by an authorized representative of the party submitting same. Upon receipt of Contrary Instructions, TOWER 48 shall promptly send the Contrary Instructions and any supporting evidence to the party requesting release by courier, certified mail, or other form of delivery specified by requestor via Tower 48's web interface. Additionally, Tower 48 shall notify both Depositor and Beneficiary's Authorized Person(s) that there is a dispute to be resolved pursuant to the Disputes provisions of this Agreement. TOWER 48 will continue to store Deposit Material without release pending (i) joint instructions from Depositor and Beneficiary with instructions to release the Deposit Material; or (ii) dispute resolution pursuant to the provisions of this Agreement governing Disputes; or (iii) receipt of an order from a court of competent jurisdiction, if applicable, directing Tower 48 to act with regard to disposition of the Deposit Materials.

7.7 Unless Tower 48 receives Contrary Instructions, within the time and in the manner required above, Tower 48 will release the Deposit Material to the party requesting release subject to the receipt by Tower 48 of its release fee and any other fees and interest (if any) outstanding under this Agreement.

7.8 Upon receipt by the requesting party of the Contrary Instructions from Tower 48 or, in any event, within ninety (90) days of dispatch of the Contrary Instructions by Tower 48, the requesting party may give notice to Tower 48 that they wish to invoke the dispute resolution procedure under this agreement. In the event of a dispute, the parties hereby jointly and severally agree to reimburse Tower 48 for all reasonable attorney's fees incurred by Tower 48 that relate in whole or in part to a dispute between the parties, including but not limited to, the investigation and research of the facts or law surrounding the dispute, the occurrence or nonoccurrence of a Release Condition, monitoring the dispute process, verifying the resulting dispute resolution, and any litigation to which Tower 48 is named as a party.

7.9 If, within ninety (90) days of dispatch of the Contrary Instructions and accompanying documentation by Tower 48 to the party requesting release, Tower 48 has not been informed by the Beneficiary that they wish the dispute resolution procedure under this agreement to apply, the Declaration submitted by the Beneficiary will be deemed to be no longer valid and the Beneficiary shall be deemed to have waived their right to release of the Deposit Material for the particular reason or event specified in the original Declaration.

7.10 For the avoidance of doubt, where a Release Condition has occurred under this agreement, a subsequent assignment of the Intellectual Property Rights in the Material shall not prejudice the Beneficiary's right to release of the Material and its use for the Release Purposes.

7.11 Rights in Bankruptcy and Effect of Release: (a) The parties agree that this Agreement, as it may be modified, supplemented, or replaced from time to time, is not intended and shall not be construed to constitute an election of remedies by the party requesting release, or otherwise to supersede or foreclose any rights to which the party requesting release otherwise would be entitled under Title 11 United States Bankruptcy Code §365(n), as a licensee of intellectual property. (b) Upon receipt of the

deposit materials, and subject to the covenants, conditions, warranties and restrictions of this Agreement and the Product Agreement, the party requesting release shall have the right and hereby agrees to use the Deposit Material, including copying and modification thereof, only as reasonably necessary for the sole purpose of enabling the party requesting release to use the Deposit Material for its intended purpose (unless otherwise authorized by the express terms of the Product Agreement). The party requesting release, upon release, shall use commercially reasonable measures to protect the integrity, security and confidentiality of the Deposit Material. The foregoing does not grant, sell, assign or otherwise transfer to the party to whom materials are released under this agreement any title to or ownership of all or any part of the Deposit Material, or related documentation, or any other property of Depositor, and without limiting the foregoing, does not grant to that party any right to publish, perform, adapt, create derivative works from, or distribute the Deposit Material or any part thereof.

8. DISPUTES BETWEEN THE PARTIES

8.1 In the event of any controversy, dispute or claim between Tower 48 and any other party hereto that arises under or otherwise relates to this Agreement, the parties agree that the dispute shall be submitted to mediation facilitated by a mediator as mutually approved by the parties, which approval shall not be unreasonably withheld or delayed by either party. The parties agree to participate in good faith in the mediation conferences. Each party shall bear one-half (or its proportionate share if there are more than two parties) of the costs of the mediation, including the Mediator's fees.

8.2 If the parties are unable to resolve the claim, controversy or dispute through mediation, then it shall be decided by arbitration in Harris County, Texas. If for any reason within thirty (30) days of an arbitration demand, any other party to the Agreement fails to state in writing that it will cooperate in selecting the sole arbitrator, then the remaining party shall select the arbitrator. If for any reason the sole arbitrator is not selected within forty-five (45) days of the written arbitration demand, then Tower 48 shall select the arbitrator with knowledge of intellectual property law. The parties shall be entitled to discovery to the full extent provided in civil actions pending in the district court of Harris County Texas, with the arbitrator deciding any controversies arising during and with respect to discovery. The decision of the arbitrator with respect to any issues submitted for determination shall be final and binding on all of the parties to this Agreement, provided, however that the arbitrator shall not have the power to award punitive or exemplary damages. Not less than twenty-one (21) days before the first scheduled session of the arbitration hearing, each party shall deliver to the other: (i) a complete list of the names of the witnesses that the party will call to testify at the hearing; and (ii) a complete and accurate copy of each document the party will offer in evidence at the hearing, excluding witnesses and documents that are used for impeachment.

9. CONFIDENTIALITY

9.1 The Deposit Material shall remain at all times the confidential and intellectual property of its owner.

9.2 In the event that Tower 48 releases the Deposit Material to the Beneficiary, the Beneficiary shall be permitted to use the Deposit Material only for Release Purposes as provided under the Product Agreement.

9.3 Tower 48 agrees to keep all Confidential Information relating to the Deposited Assets and/or the Deposit Material Files that comes into its possession or to its knowledge under this Agreement in

strictest confidence and secrecy. Tower 48 further agrees not to make use of such information and/or documentation other than for the purposes of this Agreement and, unless the parties should agree otherwise in writing, will not disclose or release it other than in accordance with the terms of this Agreement.

10. INTELLECTUAL PROPERTY RIGHTS

10.1 The release of the Deposit Material to Beneficiary will not act as an assignment of any Intellectual Property Rights that the Depositor or any third party may possess in the Deposit Material.

11. TOWER 48'S LIABILITY

11.1 Nothing in this clause excludes or limits the liability of TOWER 48 for fraudulent misrepresentation or for death or personal injury caused by TOWER 48's negligence. The following provisions set out the entire financial liability of TOWER 48 (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the other parties:

a. TOWER 48 shall not be liable for any loss or damage caused to either the Depositor or the Beneficiary either jointly or severally except to the extent that such loss or damage is caused by the negligent acts or omissions of or a breach of any contractual duty by TOWER 48, its employees, agents or sub-contractors and in such event TOWER 48's total liability in respect of all claims arising under or by virtue of this Agreement or in connection with the performance or contemplated performance of this Agreement, shall not exceed the sum of amounts paid to TOWER 48 under this agreement; and

b. TOWER 48 shall not be liable to the Depositor or Beneficiary for any indirect or consequential loss or damage whether for loss of profit, loss of business, depletion of goodwill or otherwise whatsoever or howsoever caused which arise out of or in connection with this Agreement even if such loss was reasonably foreseeable or TOWER 48 had been advised of the possibility of incurring the same by the Depositor, the Beneficiary or any third party.

11.2 TOWER 48 shall not be liable in any way to the Depositor or the Beneficiary for acting in accordance with the terms of this Agreement and specifically (without limitation) for acting upon any notice, written request, waiver, consent, receipt, statutory declaration or any other document furnished to it pursuant to and in accordance with this Agreement.

11.3 TOWER 48 shall not be required to make any investigation into and shall be entitled in good faith without incurring any liability to the Depositor or the Beneficiary to assume (without requesting evidence thereof) the validity, authenticity, veracity and due and authorized execution of any documents, written requests, waivers, consents, receipts, statutory declarations or notices received by it in respect of this Agreement.

11.4 DISCLAIMER OF WARRANTIES. TOWER 48 EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THIS AGREEMENT, OR ITS IMPLEMENTATION, OR ARISING OUT OF A COURSE OF PERFORMANCE, DEALING, OR TRADE USAGE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DEFECTS, WORKMANSHIP OR UNINTERRUPTED OR ERROR-FREE USE OR OPERATION.

11.5 LIMITATION OF CLAIMS. NO ACTION OR CLAIM AGAINST TOWER 48 ARISING OUT OF OR IN ANY WAY RELATING TO THIS AGREEMENT MAY BE INSTITUTED MORE THAN ONE (1) YEAR AFTER THE EVENT GIVING RISE TO SUCH ACTION OR CLAIM, AND IN NO EVENT SHALL TOWER 48, ITS AFFILIATES, OR ANY OF ITS OR THEIR REPRESENTATIVES BE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA, SAVINGS, REVENUE OR PROFITS), EVEN IF TOWER 48, ITS AFFILIATES, OR ANY OF ITS OR THEIR REPRESENTATIVES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING BUT NOT LIMITED TO, ANY DAMAGES FROM THE USE OF, INTERRUPTION OF USE, OR INABILITY TO USE ANY SOFTWARE OR ANY DATA RELATED THERETO.

11.6 LIMITATION OF LIABILITY. IN NO EVENT SHALL THE TOTAL COLLECTIVE LIABILITY OF TOWER 48, ITS AFFILIATES, AND ANY OF ITS OR THEIR REPRESENTATIVES ARISING OUT OF OR RELATING IN ANY WAY TO THIS AGREEMENT OR ITS IMPLEMENTATION EXCEED THE TOTAL AMOUNTS PAID OR PAYABLE BY DEPOSITOR OR BENEFICIARY TO TOWER 48 HEREUNDER, PROVIDED, HOWEVER, THAT THE FOREGOING LIMITATION DOES NOT APPLY TO DAMAGES (EXCLUDING DAMAGE TO THE ESCROW DEPOSIT MEDIA) THAT ARE DETERMINED BY A JUDGMENT OF A COURT OF COMPETENT JURISDICTION WHICH IS NO LONGER SUBJECT TO APPEAL OR FURTHER REVIEW TO HAVE RESULTED SOLELY FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF TOWER 48.

12. INDEMNITY

12.1 With the exception of any claim falling within the provisions of Tower 48's liability, the Depositor and the Beneficiary involved in a dispute or litigation jointly and severally agree at all times to indemnify and hold harmless TOWER 48 in respect of all of its legal and all other costs, fees and expenses incurred directly or indirectly as a result of being brought into or otherwise becoming involved in any form of dispute resolution proceedings or any litigation of any kind between the Depositor and the Beneficiary arising out of and/or in relation to this Agreement to the extent that this Agreement does not otherwise provide for reimbursement of such costs.

12.2 Depositor shall assume all liability and shall at all times indemnify and hold harmless TOWER 48 and its officers, agents, sub-contractors and employees from and against any and all liability, loss, damages, costs, legal costs, professional and other expenses and any other liabilities of whatever nature, awarded against or agreed to be paid or otherwise suffered, incurred or sustained by TOWER 48, whether direct, indirect or consequential as a result of or in connection with any claim by any third party(s) for alleged or actual infringement of Intellectual Property Rights arising out of or in connection with all and any acts or omissions of TOWER 48 in respect of the Deposit Material as set forth under this Agreement.

13. TERM AND TERMINATION

13.1 This Agreement shall have an initial term of one (1) year from the date of execution by all parties unless earlier terminated as provided herein. At the expiration of the initial term, this Agreement shall automatically renew from year to year thereafter until this Agreement is terminated in accordance with the terms hereof. Nothing in the paragraph will limit the rights of Tower 48 to adjust fees according to other provisions in this Agreement should this Agreement automatically renew.

13.2 If the Depositor or the Beneficiary, as the case may be, fails to pay an invoice for services under this Agreement within thirty (30) days of its issue, Tower 48 reserves the right to give that party written

notice to pay the outstanding delinquent invoice within thirty (30) days. If the Beneficiary has not paid its invoice by the expiry of the thirty (30) day notice period, this Agreement will automatically immediately terminate in respect of the Beneficiary. If the Depositor has not paid its invoice by the expiry of the thirty (30) day notice period, Tower 48 will give the Beneficiary a period of thirty (30) days to pay the Owner's invoice. If the Depositor's invoice has not been paid by the last day of the thirty (30) day optional payment period, this Agreement will automatically immediately terminate in respect of the relevant Beneficiary and/or in its entirety. Any amounts owed by the Depositor but paid by the Beneficiary will be recoverable by the Beneficiary directly from the Depositor as a debt and, if requested, Tower 48 shall provide appropriate documentation to assist in such recovery and depositor will be responsible for any costs, legal or otherwise, associated with the collection of said debt.

13.3 If Tower 48 discovers that a Release Condition has occurred and the Beneficiary has failed to exercise their right to claim for release of the Deposit Material, Tower 48 shall have the right (but is under no obligation) to terminate this Agreement in its entirety, upon thirty (30) days written notice to the Depositor and the Beneficiary. Beneficiary shall have the option of applying for release in accordance with the provisions of this agreement during this notice period, but if they fail to apply for release during this notice period, upon the expiry of this notice period, this Agreement shall automatically terminate in its entirety. Where this Agreement is terminated in its entirety under this clause, unless instructed otherwise by the Depositor or the Assignee prior to expiry of the notice period, Tower 48 may destroy the Deposit Material.

13.4 If the Intellectual Property Rights in the Deposit Material have been assigned to a third party and there has been no Release Event under that clause, Tower 48 shall be entitled to terminate this Agreement immediately by written notice to the Depositor and Beneficiary and upon such termination, unless otherwise instructed by the Depositor or Beneficiary, Tower 48 shall destroy the Material.

13.5 The Depositor has the right to terminate this agreement with thirty (30) days written notice to Tower 48 via correspondence on Depositor's letterhead by authorized representative of Depositor. Upon receipt of such a notice from the Depositor, Tower 48 shall notify any Beneficiary registered on the Tower 48 website via email of the Depositor's notice to terminate. Unless within fourteen (14) days of Tower 48 giving such notice to the Beneficiary, Tower 48 receives a counter-notice signed by a duly authorized officer of the Beneficiary disputing the termination of said License Agreement, then the Beneficiary shall be deemed to have consented to such termination and the Beneficiary's rights under this Agreement shall immediately automatically terminate. Any disputes arising under this clause shall be dealt with in accordance with the dispute resolution procedure set forth under this agreement.

13.6 Subject to clause 13.7, the Depositor may only terminate the interests of Beneficiary under this Agreement with the written consent of that Beneficiary

13.7 This Agreement shall automatically immediately terminate in respect of the Beneficiary upon release of the Deposit Material in accordance with Section 7 of this agreement.

13.8 If this Agreement is superseded and replaced by a new agreement in respect of the Deposit Material, this Agreement shall, upon the coming into force of the new agreement in respect of a Beneficiary, automatically terminate in respect of that Beneficiary. When this Agreement has been terminated in respect of all Beneficiaries who are registered under it, it shall immediately terminate in its entirety. The relevant party or parties shall request Tower 48 to either transfer the Deposit Material to the new agreement or ask the owner under the new agreement to deposit new materials. If new

materials are deposited, upon its receipt, Tower 48 shall, unless otherwise instructed in writing, destroy the Deposit Material.

13.9 The termination of this Agreement in respect of a single Beneficiary shall be without prejudice to the continuation of this Agreement in respect of any other Beneficiary.

13.10 If any termination(s) of Beneficiaries' interests under this Agreement result in there being no remaining Beneficiary registered under this Agreement, unless otherwise instructed by the Depositor, this Agreement will continue and the Deposit Material will be retained by Tower 48 pending registration of other Beneficiaries.

13.11 On and after termination of this Agreement, the Depositor and/or the Beneficiary shall remain liable to Tower 48 for payment in full of any fees and interest which have become due but which have not been paid as at the date of termination.

13.12 The termination of this Agreement, however arising, shall be without prejudice to the rights accrued to the parties prior to termination.

13.13 This Agreement shall terminate as to the Beneficiary immediately and automatically upon either the expiration or earlier termination of the applicable Product Agreement between such Beneficiary and Depositor, provided, however, that in the case of termination (as distinguished from the expiration) of the applicable Product Agreement between such Beneficiary and Depositor, such termination has been effected by Depositor in accordance with the requirements of the applicable Product Agreement.

13.14 After the expiration of the initial term of this Agreement, Depositor shall have the right to terminate this Agreement without cause, in its sole discretion, by giving each Beneficiary and Tower 48 written notice of its intent to terminate this Agreement at least forty-five (45) business days prior to the expiration of the initial term or the next renewal term, whichever is applicable. Depositor shall have the right to terminate this Agreement if Beneficiary breaches any material term of this Agreement or the Product Agreement, provided, however, that written notice of such breach is given to Tower 48 and Beneficiary, and Beneficiary fails to cure such breach to the reasonable satisfaction of Depositor within thirty (30) days of delivery of the notice.

13.15 Tower 48 shall have the right to terminate this Agreement as to all parties in the event of non-payment of any fees or other amounts due and payable to Tower 48 or its designee, or if Depositor or Beneficiary otherwise breaches any material term of this Agreement, provided, however, that written notice of such breach is given to all parties responsible for payment. If the party responsible for payment fails to cure such breach within fifteen (15) business days of the date such notice is sent, then Tower 48, at its sole discretion, shall have the right, but not the obligation to suspend services and/or terminate this Agreement without further notice. Tower 48 shall have no obligation to perform any obligations under this Agreement so long as such breach remains uncured, including but not limited to, the receipt or release of any Escrow Deposit as required under this Agreement. In the event of a payment delinquency of more than thirty (30) days by the Depositor, Tower 48 has the right, but not the obligation to notify any Beneficiaries of the situation. Any party may cure amounts past due, whether or not such party is obligated under this Agreement. Notwithstanding any other provision hereof, at any time during the term of this Agreement, Tower 48 shall have the right to terminate this Agreement without cause, in its sole discretion, by giving Depositor and Beneficiary written notice of its intent to terminate this Agreement at least thirty (30) days prior to the date set for termination. During such

thirty (30) day period, Depositor will notify all beneficiaries of Depositor's successor escrow agent, and if Tower 48 does not receive such written instructions from Depositor within the foregoing thirty (30) day period, or if Tower 48 is not able to locate the Depositor after reasonable attempts, then Tower 48 may destroy the Escrow Deposit. Tower 48 shall continue to be entitled to payment at its then current fees and charges (notwithstanding the termination date specified in its notice) until the Deposit Materials are destroyed.

13.16 Upon the termination of this Agreement, the following shall apply with respect to the disposition of Deposit Materials:

- a. all amounts then due and owing to Tower 48 hereunder shall be paid in full; and
- b. if Tower 48 does not receive written instructions from Depositor authorizing Tower 48 to forward all Escrow Deposits to a successor escrow agent, or if Tower 48 is not able to locate Depositor after reasonable attempts, then Tower 48 may, at its sole option, delete and/or destroy the Deposited Materials. Notwithstanding any other provision of this Agreement, Tower 48 shall have the sole, exclusive and continuing right to control the final disposition of the physical material upon which the Source Code or other intellectual property is recorded, including but not limited to, the final destruction of the material.

13.17 Upon the termination of this Agreement, all future and continuing rights and obligations established hereunder will terminate, except: (a) the obligations of each party to maintain confidentiality, as defined herein; (b) the obligations of the parties which by their terms are intended to survive, (c) any claim or cause of action for breach of this Agreement, or for indemnity or contribution, existing as of the date of termination, which claim or cause of action will remain in full force and effect until such rights and obligations are fully discharged. The provisions of paragraphs 9 (Confidentiality) 11 (Tower 48 Liability), 12 (Indemnity) 13 (Term and Termination), 14 (Miscellaneous) shall continue in full force after termination of this Agreement.

13.18 Beneficiary may terminate this Agreement, as it pertains to that beneficiary, at any time by giving written notice to Tower 48.

14. MISCELLANEOUS

14.1 The Depositor and Beneficiary shall notify Tower 48, via written notification on the company's letterhead, within thirty (30) days of its occurrence, of any of the following:

- a. a change of its name, registered office, contact address or other contact details; and
- b. any material change in its circumstances that may affect the validity or operation of this Agreement.

14.2 Within fourteen (14) days of any assignment or transfer by the Depositor of any part of its Intellectual Property Rights in the Deposit Material, the Depositor shall notify:

- a. Tower 48 and the Beneficiary of such assignment and the identity of the Assignee; and
- b. the Assignee of the provisions under this agreement.

14.3 This Agreement together with, in respect of each Beneficiary, their Confirmation Agreement, and any relevant Tower 48 standard terms and conditions represent the whole agreement relating to the escrow arrangements between Tower 48, the Depositor and the Beneficiary for the Deposit Materials and shall supersede all prior agreements, discussions, arrangements, representations, negotiations and undertakings. In the event of any conflict between any of these documents, the terms of this Agreement shall prevail.

14.4 Unless the provisions of this Agreement otherwise provide, any notice or other communication required or permitted to be given or made in writing hereunder shall be validly given or made if delivered by email or mailing address to those persons specified by the parties via Tower 48's web interface (or such other email or physical address as may be notified to the parties from time to time via Tower 48's web interface) or if sent by Certified U.S. Mail Return Receipt Requested or facsimile message to such facsimile number as has been notified to the parties from time to time and shall be deemed to have been received:

- a. if delivered by hand or courier, at the time of delivery;
- b. if sent by first class recorded delivery (airmail if overseas), three (3) business days after posting (6 days if sent by airmail);
- c. if sent by facsimile, at the time of completion of the transmission of the facsimile with facsimile machine confirmation of transmission to the correct facsimile number of all pages of the notice.

14.5 Depositor shall not assign, transfer or subcontract this Agreement or any rights or obligations hereunder without the prior written consent of Tower 48. Beneficiary shall not assign, transfer or subcontract its rights under this Agreement without the Depositor and Tower 48's prior written consent.

14.6 Tower 48 shall be entitled to transfer or assign this Agreement upon ninety (90) days written notice to both the Depositor and Beneficiary.

14.7 This Agreement shall be binding upon and survive for the benefit of the successors in title and permitted assigns of the parties.

14.8 If any provision of this Agreement is declared too broad in any respect to permit enforcement to its full extent, the parties agree that such provision shall be enforced to the maximum extent permitted by law and that such provision shall be deemed to be varied accordingly. If any provision of this Agreement is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, or unenforceable, it shall, to the extent of such illegality, invalidity or unenforceability, be deemed severable and the remaining part of the provision and the rest of the provisions of this Agreement shall continue in full force and effect.

14.9 Except as expressly provided in this Agreement, no amendment or variation of this Agreement shall be effective unless in writing and signed by a duly authorized representative of each of the parties to it. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.

14.10 The parties shall not be liable to each other or be deemed to be in breach of this Agreement by reason of any delay in performing, or failure to perform, any of their obligations under this Agreement if the delay or failure was for a reason beyond that party's reasonable control (including, without limitation, fire, flood, explosion, epidemic, riot, civil commotion, any strike, lockout or other industrial action, act of God, war or warlike hostilities or threat of war, terrorist activities, accidental or malicious damage, or any prohibition or restriction by any governments or other legal authority which affects this Agreement and which is not in force on the date of this Agreement). A party claiming to be unable to perform its obligations under this Agreement (either on time or at all) in any of the circumstances set out above must notify the other parties of the nature and extent of the circumstances in question as soon as practicable. If such circumstances continue for more than six months, any of the other parties shall be entitled to terminate this Agreement by giving one month's notice in writing.

14.11 No waiver by any party of any breach of any provisions of this Agreement shall be deemed to be a waiver of any subsequent or other breach and, subject to provisions under paragraph 10, no failure to exercise or delay in exercising any right or remedy under this Agreement shall constitute a waiver thereof.

14.12 The formation, existence, construction, performance, validity and all other aspects of this Agreement shall be governed by and construed in accordance with the laws of Texas and the parties unconditionally submit to the exclusive jurisdiction and venue of the courts of Harris County, Texas. This Agreement shall be governed and construed by the laws of the State of Texas. All parties to this agreement hereby consent to the jurisdiction of the State of Texas.

14.13 This Agreement may be digitally executed in any number of counterparts and by different parties in separate counterparts. Each counterpart when so executed shall be deemed to be an original and all of which together shall constitute one and the same agreement.

14.14 Headings are for ease of reference only and shall not be taken into consideration in the interpretation of this Agreement.

14.15 The singular includes the plural number, and vice versa. The masculine includes the feminine and neuter genders. Past tense includes the present tense unless the clear meaning is distorted by change of tense.