MASTER DEVELOPMENT AND LICENSE AGREEMENT

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MASTER DEVELOPMENT AND LICENSE AGREEMENT

This Master Development and License Agreement (the “Agreement”) is entered into effective as of [date] (the “Effective Date”) between Company X (“Company X”), a Delaware corporation, located at 2300 Alpha Road, Dallas, TX 75200, and Company B (“Company B”), a Texas corporation, located at 4500 Beta Drive, Dallas, TX 75400.

RECITALS

WHEREAS, Company B develops and sells or licenses certain software products for specific purposes and markets said software to the industry to which the software is traditionally marketed;

WHEREAS, Company X is in the business of developing, manufacturing and selling open fibre channel fabric solutions that provide the intelligent backbone for storage area networks (“SANs”);

WHEREAS, Company X desires to license certain standard Company B software and have developed for Company X certain custom software for distribution to Company X’s end users, and Company B desires to provide such licenses and development services to Company X, on the terms and conditions set forth in this Agreement.

WHEREAS, the price for Company X’s stock on the date first entered above is higher than [average stock price for the month of November, 2018]

NOW, THEREFORE, in consideration of the mutual promises contained herein the parties agree as follows:

TERMS AND CONDITIONS

1. Definitions

“Acceptance Process” means the process for acceptance hereunder, as described in Section 2.2 below.

“Company X” means Company X and any of its present and future subsidiaries and affiliated companies that Company X Controls.

“Company X Products” means the current and future versions of Company X’s products, including without limitation the product currently code named Nighthawk.

“Custom Software” means the source code, object code and documentation developed for Company X by Company B as further described in an applicable Statement of Work which may or may not attached hereto unless such Statement of Work is not relevant in which case it is not necessary to mention here.

2. Development

2.1 Statement of Work. Company B shall develop and deliver the Deliverables in accordance with the applicable Statements of Work.

2.1.1 Each Statement of Work shall set forth the development schedule and Milestone Dates for development and delivery of each Deliverable.

2.1.2 The initial Statement of Work is attached hereto as Schedule 1 to Exhibit A. For any additional Statements of Work Company X will submit proposed Statements of Work to Company B.

2.1.3. Either party may request changes in the services set forth in a Statement of Work. The changes shall be binding only if expressly agreed to in a writing signed by both parties.

2.2 Acceptance Process. The parties intend that the process established in this Section 2.2 (“Acceptance” or the “Acceptance Process”) will apply to the Acceptance by Company X of all Deliverables provided by Company B hereunder, whether pursuant to a Statement of Work or otherwise.

3. Standard Software License Grants

3.1. Standard Software License Grants. Subject to the payment of the license fees specified in Section 5.1 herein, Company B hereby grants to Company X a non-exclusive, non-transferable, irrevocable, fully paid, worldwide license under Company B’s Intellectual Property Rights to:

4. Ownership

4.1 Standard Software. Except as provided for in Sections 4.2 and 4.3, Company B shall own all right, title and interest in the Intellectual Property Rights to the unmodified Standard Software and any accompanying unmodified Documentation, including without limitation any modifications or error corrections to the Standard Software made by Company X pursuant to the license granted in Section 3.1 herein; provided that Company B hereby grants to Company X a non-exclusive, irrevocable, fully paid, worldwide license to use, reproduce, recompile, incorporate into the Company X Products, demonstrate, support, and distribute such modifications.

4.2 Rights Reserved. Each party reserves all right, title and interest in and to its Intellectual Property Rights not expressly granted herein to the other party.

5. Pricing

5.1 Fees and Royalties. In consideration of the licenses granted to and Development Services provided to Company X by Company B hereunder, and for Company B’s agreement to perform the support and maintenance services specified herein, the Parties agree to all of the above.

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Therefore, as of the date first entered above, the officers representing the parties hereto, do hereby indicate their agreement.

Company X

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By: Jane Doe
President

Company B

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By: John Smith
President