<center>**SOFTWARE SOURCE CODE LICENSE AGREEMENT**</center>

THIS SOURCE CODE LICENSE AGREEMENT ("Agreement") is made and entered into as of the last date executed by the parties below (the "Effective Date") by Cypress Point Technologies, LLC, a California corporation having a principal place of business at 24627 Cabrillo Street, Carmel, California 93923.and Garen Torikian ("Customer").

 The parties agree as follows:

1. DEFINITIONS.

"**Original Code**" means Source Code of computer software code which is described in the Source Code notice required by Exhibit A as Original Code.

"**Modifications**" means any addition to or deletion from the substance or structure of either the Original Code or any previous Modifications. When Covered Code is released as a series of files, a Modification is: (a) any addition to or deletion from the contents of a file containing Original Code or previous Modifications; (ii) any new file that contains any part of the Original Code, or previous Modifications.

"**Covered Code**" means the Original Code, or Modifications or the combination of the Original Code, and Modifications, in each case including portions thereof.

"**Software**" means the Covered Code and accompanying documentation and support files referenced in section 1 of **Exhibit A**, including Updates (if any).

"**Updates**" means any patches, bug fixes, upgrades, and new versions of the Software made generally available by Cypress Point Technologies, LLC during the term of this Agreement.

"**Source Code**" means computer programming code in human readable form that is not suitable for machine execution without the intervening steps of interpretation or compilation, meaning the preferred form of the Covered Code for making modifications to it, including all modules it contains, plus any associated interface definition files, scripts used to control compilation and installation of an Executable Object Code, or source code differential comparisons against the Original Code. The Source Code can be in a compressed or archival form, provided the appropriate decompression or de-archiving software is widely available for no charge.

"Executable Object Code" means the computer programming code in any other form than Source Code that is not readily perceivable by humans and suitable for machine execution without the intervening steps of interpretation or compilation.

"**Authorized Site**" means a Customer's facility where software development takes place as specified in **Exhibit A**.

"**Project**" means a concerted undertaking by an identified Customer development team to design or produce a Target Application.

"**Run-Time Module**" means the Executable Object Code derived from compiling the Software to be incorporated into a Target Application as inseparably embedded code.

"**Target Application**" means an end-user item, such as a software product that is possibly replicated in identical form and offered for sale or licensed to third parties, or a device or system developed by Customer pursuant to a Project that contains a Run-Time Module, or any portion thereof.

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"**Downstream Customer**" means any person or business entity that acquires the Target Application directly from the Customer or from another Downstream Customer of the Customer's.

2. SOURCE CODE LICENSE.

Subject to Customer's compliance with the terms and conditions of this Agreement and payment of any applicable fees, Cypress Point Technologies, LLC hereby grants to Customer a non-transferable, nonexclusive, worldwide, perpetual, royalty-free, paid-up license: (is) to reproduce and use the Software solely in connection with the Project; (ii) to make backup copies at the Authorized Site for the purpose of this Agreement; (iii) to store the Software in a source code repository; (iv) to create Modifications and other derivative works of the Software, solely to the extent necessary to support the development of the Target Application; (v) to compile the Software, including any Modifications and derivative works thereof, into Run-Time Modules; (vi) to reproduce an unlimited number of Run-Time Modules for physical incorporation into the Target Application; and (vii) to market, sell, and distribute the Target Application.

3. RESTRICTIONS.

Customer may not resell the source code.

Customer shall reproduce and include any and all copyright notices and proprietary rights legends, as such notices and legends appear in the original Software, on any copy of the Software.

The Software shall be handled, used and stored, solely by Customer identified in Exhibit A. The Software may be used from a single machine, a set of machines, or a network file server connected via an intranet of local and remote users, but there shall be no access to the Software from any external network not being operated by or on behalf of Customer.

4. OWNERSHIP.

Cypress Point Technologies, LLC represents and warrants to Customer that Cypress Point Technologies, LLC has all rights in the Software necessary to grant the rights and license granted to Customer in this Agreement.

Customer shall not have any obligation to provide, assign, or disclose to Cypress Point Technologies, LLC or any other party any Modifications. Notwithstanding the foregoing, Cypress Point Technologies, LLC and its licensors shall retain exclusive ownership of all worldwide Intellectual Property Rights in and to the Software. Customer acknowledges that this Agreement does not grant to Customer any Intellectual Property Rights in or to the Software other than the limited rights with respect to the Software as set forth in Section 2.

5. DELIVERY AND PAYMENT.

Immediately following the Effective Date, Cypress Point Technologies, LLC grants Customer the right to install the Software at the Customer's Site, and use the Software as set forth in Section 2 subject to the restrictions listed in Section 3. This Agreement shall be the sole and exclusive agreement governing Customer's use of the Software.

Customer shall pay to Cypress Point Technologies, LLC the Software license fee set forth in Exhibit A.

All payments and amounts shall be paid without deduction, set-off or counter claim, free and clear of any restrictions or conditions, and without deduction for any taxes, levies, imposts, duties, fees,

deductions, withholdings or other governmental charges. If any deduction is required to be made by law, Customer shall pay in the manner and at the same time such additional amounts as will result in receipt by Cypress Point Technologies, LLC of such amount as would have been received by Cypress Point Technologies, LLC had no such amount been required to be deducted. If Customer is claiming sales or use tax exemption, a certified Tax-Exempt Certificate must be attached to this Agreement or applicable purchase order submitted by Customer.

6. TERM AND TERMINATION.

This Agreement shall commence upon the Effective Date and is granted in perpetuity, but may be terminated without notice in the following circumstances: if Customer breaches any term of this agreement, unless such breach is curable and is cured by Customer within thirty (30) days after notice of such breach is provided by Cypress Point Technologies, LLC; if Customer becomes the subject of insolvency proceedings; if Customer, being a firm or partnership, is dissolved; or if Customer destroys the Software for any reason. Upon termination, Customer shall destroy any remaining copies of the Software or otherwise return or dispose of such material. Termination pursuant to this clause shall not affect any rights or remedies, which Cypress Point Technologies, LLC may have otherwise under this license or at law.

The following Sections shall survive any termination of this Agreement: Sections 1, 4, 6, 8, and 10. Termination of this Agreement, if any, shall not affect any licenses or other grants of any rights, titles, or interests of Customer in or to any Run-Time Modules or the Target Application.

7. LIMITED WARRANTY.

Cypress Point Technologies, LLC warrants that the Software, and future Updates will be provided to Customer for a period of twelve (12) months from the Effective Date. Customer assumes full responsibility for:

1. the selection, download, and installation of the Software;(ii) the proper use of the Software;
2. verifying the results obtained from the use of the Software; and
3. taking appropriate measures to prevent loss of data.

Cypress Point Technologies, LLC does not warrant that the operation of the Software will meet Customer's requirements or that Customer will be able to achieve any particular results from use or Modification of the Software or that the Software will operate free from error.

Except as expressly set forth in sections 7 and 8 of this agreement, Cypress Point Technologies, LLC and its licensors disclaim all warranties, whether express, implied or statutory, including, without limitation, the implied warranties of merchantability, of fitness for a particular purpose, non-infringement of third party intellectual property rights, and any warranty that may arise by reason of trade usage, custom, or course of dealing. Without limiting the foregoing, customer acknowledges that the software is provided "as is" and that Cypress Point Technologies, LLC does not warrant the software will run uninterrupted or error free. The entire risk as to results and performance of the software is assumed by customer. Under no circumstances will Cypress Point Technologies, LLC be liable for any special, indirect, incidental, exemplary or consequential damages of any kind or nature whatsoever, whether based on contract, warranty, tort (including negligence), strict liability or otherwise, arising out of or in any way related to the software, even if Cypress Point Technologies, LLC has been advised on the possibility of such damage or if such damage could have been reasonably foreseen, and notwithstanding any failure of essential

purpose of any exclusive remedy provided. Such limitation on damages includes, but is not limited to, damages for loss of goodwill, lost profits, loss of data or software, work stoppage, computer failure or malfunction or impairment of other goods. In no event will Cypress Point Technologies, LLC be liable for the costs of procurement of substitute software or services. This disclaimer of warranty constitutes an essential part of this license. No use of any covered code is authorized hereunder except under this disclaimer.

8. INFRINGEMENT INDEMNITY DISCLAIMER.

Customer expressly acknowledges and agrees that although Cypress Point Technologies, LLC grants the licenses to the Software set forth herein, no assurances are provided by Cypress Point Technologies, LLC that the Software does not infringe the patent or other intellectual property rights of any other entity. Cypress Point Technologies, LLC disclaims any liability to Customer for claims brought by any other entity based on infringement of intellectual property rights or otherwise. As a condition to exercising the rights and licenses granted hereunder, Customer hereby assumes sole responsibility to secure any other intellectual property rights needed, if any. For example, if a third-party patent license is required to allow Customer to distribute the Software, it is the Customers responsibility to acquire that license before distributing the Software.

9. GENERAL.

Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder (except for the payment of money) on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, governmental action, labor conditions, earthquakes, material shortages or any other cause which is beyond the reasonable control of such party.

The Software is a "commercial item" as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202- 1 through 227.7202-4, Customer will provide the Software to U.S. Government End Users only pursuant to the terms and conditions therein.

Customer may not delegate, assign or transfer this Agreement, the license(s) granted or any of Customer's rights or duties hereunder without Cypress Point Technologies, LLC's express prior written consent, except by way of merger or acquisition of the business of Customer, and any attempt to do so shall be void. Cypress Point Technologies, LLC may assign this Agreement, and its rights and obligations hereunder, in its sole discretion.

All Software and technical information delivered under this Agreement are subject to U.S. export control laws and may be subject to export or import regulations in other countries. Customer agrees to strictly comply with all such laws and regulations.

This Agreement is governed by California law, excluding any principle or provision that would call for the application of the law of any jurisdiction other than California. Any action regarding this Agreement shall be brought in a court of competent jurisdiction, federal or state, in California, and Cypress Point Technologies, LLC consents to venue and jurisdiction in and service of process from such court.

10. DISCLOSURE OF CUSTOMER IDENTITY.

Cypress Point Technologies, LLC will not disclose the identity of the Customer on its Web site, advertising, press releases, or other publicly released publicity without the Customers' prior written consent.

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EXHIBIT A

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1. Cypress Point Technologies, LLC Source Code Product.

Original Source Code files suitable for compilation into Run-Time Modules for integration into a Target Application. The Source Code files are stored on a private GitHub repository.

Updates to any of the Original Source Code files listed above and distributed by Cypress Point Technologies, LLC are also covered under this Agreement.

License Fee: $4,950.

CYPRESS POINT TECHNOLOGIES, LLC

By: _____
Charles R Brauer
Title: President
Date: March 21, 2019

CUSTOMER

By: _____
      Garen Torikian

Address: _____

              _____

Please sign and return this agreement, together with a check for $4,950, by surface mail to:

Charles R Brauer
Cypress Point Technologies, LLC
24627 Cabrillo Street
Carmel, California 93923

Upon receipt of this agreement and the check, your login password to the GitHub account will be email to you.