

SMITH MICRO, INC.
STUFFIT INSTALLERMAKER LICENSE AGREEMENT

AGREEMENT made of this _____ day of _____, 200____ by and between Smith Micro Software, Inc., a Delaware corporation, with its principal place of business at 51 Columbia Blvd, Aliso, CA 92656 ("Smith Micro") and _____ with a place of business at _____ ("Licensee").

1. **Grant of License.** Subject to the terms and conditions set forth herein, Smith Micro hereby grants to Licensee, a non-exclusive, non-transferable license to use Smith Micro's InstallerMaker computer software for the purpose of distributing Licensee's computer software and to copy and distribute those portions of InstallerMaker which are automatically embedded into Licensee's software. Use of InstallerMaker shall be limited to the Licensee's software identified on Schedule A and shall not be used in connection with any other software without executing a separate license agreement for such software.

2. **Use of Software.**

a. The term of this license shall commence upon the execution hereof and shall continue for one (1) year unless sooner terminated pursuant to the terms herein.

b. This Agreement shall be automatically renewed for additional one (1) year periods unless either party notifies the other, in writing, of its desire to discontinue this Agreement at least thirty (30) days prior to the expiration of a term of this Agreement.

c. Licensee shall not modify, translate, decompile nor create or attempt to create, by reverse engineering or otherwise, the source code from the object code supplied hereunder or adapt InstallerMaker in any way or use it to create a derivative work. No portion of InstallerMaker shall be distributed to any third party except as automatically embedded in Licensee's software. Licensee shall not alter or change Smith Micro's copyright notices as contained in InstallerMaker.

3. **Licensee Fees.**

a. For the initial term hereof, Licensee shall pay the License Fee set forth on Schedule A, payable upon the execution hereof.

b. The license fee for each renewal term shall be Smith Micro's then-current fees for InstallerMaker. Smith Micro shall invoice Licensee thirty (30) days in advance of the expiration of a renewal term for the license fee due for the next renewal term. Each such invoice shall be payable within thirty (30) days from the receipt of Smith Micro's invoice. Overdue balances shall bear interest at the rate of one and one-half percent (1 1/2%) per month from the original due date of the invoice.

4. Warranties. EXCEPT AS EXPRESSLY SET FORTH HEREIN, SMITH MICRO MAKES NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. In the event Smith Micro fails to remedy material defects in InstallerMaker, Licensee's sole remedy shall be to receive a refund of any license fees paid hereunder for the current term of this License. SMITH MICRO SHALL HAVE NO LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES EVEN IF SMITH MICRO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL SMITH MICRO'S LIABILITY FOR ANY REASON AND UPON ANY CAUSE OF ACTION WHATSOEVER EXCEED THE PAYMENTS MADE BY LICENSEE TO SMITH MICRO UNDER THIS AGREEMENT.

5. Termination. Smith Micro shall have the right to terminate this Agreement upon thirty (30) days written notice to Licensee upon: (a) violation or breach by Licensee, its officers or employees of any provisions of this Agreement, including, but not limited to, payment; (b) the termination of the business of the Licensee; (c) voluntary or involuntary filing of bankruptcy petition or similar proceeding under state law with respect to Licensee; or (d) Licensee's becoming insolvent or making any assignment for the benefit of creditors. Upon termination, Licensee shall immediately cease all use of the Software.

6. Copies of Licensee's Software. Licensee shall provide Smith Micro, at no charge, one copy of each version of Licensee's software including any updates thereto, within ten (10) days of Licensee's first distribution of such software.

7. Miscellaneous. This Agreement and performance hereunder shall be governed by the laws of the State of California. If any of the provisions of this Agreement is invalid under any applicable statute or rule of law, it is to that extent to be deemed omitted. Licensee may not assign or sub-license, without prior written consent of Smith Micro, its rights, duties or obligations under this Agreement, in whole or in part, to any person or entity, which consent shall not be unreasonably withheld. Any such attempted assignment or sub-license shall be void and shall constitute a material breach of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives as of the date set forth above.

Smith Micro :

Licensee:

Authorized Signature

Authorized Signature

Printed / Typed Name

Printed / Typed Name

Title

Title

Date

Date

SCHEDULE A

Software Distributed without Transaction Processing Technology

License Fee:

The licensee will pay a licensing fee of _____(\$) dollars for the initial term of this license.

Distribution Commencement Date: _____, 200__.

Licensee's Software will be distributed:

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Your Product Name: _____

#Units/Year: _____

☐ Non-Commercially

Department Name: _____

#Machines: _____

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___ Credit Card

___ Visa

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Please provide your credit card number and expiration date below:

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In order to more quickly advise you of upgrades and product information please provide the following information.

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