

## LICENSE AGREEMENT

THIS LICENSE AGREEMENT ("**Agreement**") dated July 1, 2018 (the "**Effective Date**") is made among Zimtu Capital Corp., having an address at Suite 1450 – 789 Pender Street, Vancouver, BC V6C 1H2 ("**Vendor**") and Dimension Five Technologies Inc. , having an address at Suite 1450 - 789 W Pender Street, Vancouver, BC V6C 1H2 ("**Licensor**") with respect to the Zimtu App as described in the App Purchase Agreement dated July 1, 2018 (the "**APA**").

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby irrevocably acknowledged by each of the parties, the parties hereby covenant and agree as follows:

### 1. Grant of License

Subject to and in accordance with the terms of this Agreement, Licensor hereby grants Vendor a non-exclusive, non-transferable, non-sublicensable and revocable license (the "**License**") to use: (i) the Zimtu App as Vendor is currently using the Zimtu App, including rights to access the source code of the Zimtu App for operational purposes; and (ii) use any modifications or developments to the Zimtu App created by Licensor. Licensor retains all title to, ownership of, and copyright interests in the Zimtu App and all derivative works and reserves all rights not expressly granted to Vendor.

### 2. No Sublicensing etc.

Vendor shall not have the right to sublicense or distribute the Zimtu App in whole or in part to any other person or entity, or to assign the Zimtu App in whole or in part to any other person or entity, without the prior written consent of Licensor.

### 3. Consideration and Development Costs

As consideration for the rights granted under this Agreement, Vendor shall pay Licensor \$10,000 per month payable in advance on the first day of each month. Further, Vendor has agreed to fund Licensor's development and marketing costs for the App up a maximum of \$100,000, subject to Vendor approving Licensor's written plan for such development and marketing costs. Licensor will retain all ownership rights in the development and marketing work undertaken with respect to the App, which rights will be licensed to Vendor, as modifications and developments to the Zimtu App, in accordance with Section 1.

### 4. Term and Termination

This Agreement shall commence on the Effective Date and continue for a period of 18 months ("**Initial Term**"). Upon the expiry of the Initial Term or any Renewal Term, Vendor and Licensor may mutually agree to extend the Agreement for a further period of 18 months ("**Renewal Term**"). Vendor may terminate the License at any time by giving Licensor 30 days' written notice of termination. Licensor may terminate this Agreement at any time for any breach of this Agreement by Vendor by providing thirty days' written notice of termination or without cause upon thirty day's written notice of termination. Upon termination of the License for any reason Vendor shall immediately return to Licensor or destroy all copies of the Zimtu App (or portions thereof) in Vendor's possession or control, and Licensor may enforce any rights with respect to the Zimtu App provided by law. The provisions of this Agreement that protect the proprietary and other rights and interests of Licensor shall continue in force after termination.

## **5. Warranty Disclaimer**

The Zimtu App is provided as-is without warranty of any kind, either express or implied, including, but not limited to, any implied warranties of merchantability, fitness for a particular purpose, absence of defects, uninterrupted or error-free operation, or suitability for Vendor's requirements.

## **6. Vendor Responsibilities**

Vendor assumes full and exclusive responsibility for (a) its use of the Zimtu App, (b) the installation of and results obtained from the Zimtu App, and (c) any defects or deficiencies in the Zimtu App. Vendor also assumes the entire risk as it applies to the quality and performance of the Zimtu App. Vendor's use of the Zimtu App shall at all times strictly comply with all applicable laws and governmental rules and regulations.

## **7. Limitation of Remedies and Damages**

In no event shall Licensor be liable for any indirect, incidental, special or consequential damages or for any lost profits, lost savings, lost revenues or lost data arising from or relating to the Zimtu App or this Agreement, even if Licensor has been advised of the possibility of such damages and in all cases regardless of the form of action or theory of liability (including breach of contract, even if a fundamental breach, or tort, including but not limited to negligence or misrepresentation), Licensor's liability shall not, in the aggregate for all claims, exceed CA\$10,000.

## **8. Indemnity**

Vendor shall and does indemnify, defend, and hold harmless Licensor, its directors, officers, employees and agents (each a "**Licensor Indemnitee**") from and against any liabilities, damages, causes of action, suits, judgments, liens, penalties, fines, losses, costs and expenses, including all legal fees and disbursements incurred in association therewith (collectively, "**Losses**") arising out of or otherwise related to any claim, suit, demand, action, or other proceeding brought by one or more third parties against a Licensor Indemnitee on account of any injury or death of persons, damage to property, or any other damage or loss to the extent such Losses arise directly or indirectly out of: (i) any breach by Vendor of this Agreement; and (ii) the use and provision of the Zimtu App by Vendor.

## **9. General**

This Agreement is binding upon Vendor and its employees, employers, contractors, agents, successors and assignees. This Agreement shall be governed by and construed in accordance with the law of the Province of British Columbia, excluding its conflict of laws rules and the parties hereby irrevocably submit to the exclusive jurisdiction of the Supreme Court of British Columbia, Vancouver Registry in the event of any proceeding or dispute hereunder. This Agreement and the APA constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes any other prior understandings or agreements, whether oral or written. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, that particular provision shall be deemed modified to the extent necessary to make the provision valid and enforceable, and the remaining provisions shall remain in full force and effect. Words and phrases which are defined in the APA shall have the same respective meanings where used in this Agreement.

## **10. App Purchase Agreement**

Anything to the contrary herein notwithstanding, nothing in this Agreement abrogates or detracts from the liabilities and obligations of Licensor and Vendor in connection with the APA.

**11. Counterparts**

This Agreement may be executed in several counterparts, each of which shall be deemed to be an original and all of which shall together constitute one and the same instrument.

**12. Enurement**

This Agreement shall enure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

**IN WITNESS WHEREOF** the parties have duly executed and delivered this Agreement to have effect from and after the Effective Date.

**ZIMTU CAPITAL CORP.**

**DIMENSION FIVE TECHNOLOGIES INC.**

Per: "David Hodge"  
Authorized Signatory

Per: "Chris Parr"  
Authorized Signatory