

## SOFTWARE PLATFORM LICENSE AGREEMENT

This SOFTWARE PLATFORM LICENSE AGREEMENT (this "Agreement") is made and entered into as of November 1, 2017 (the "License Effective Date"), between U-Mind Club, Inc., a California corporation (the "Licensor"), and U-Mind Space, Inc., a Wyoming corporation (the "Licensee," and together with the Licensor, the "Parties" and each a "Party").

### RECITALS

- A. Licensee desires to obtain from Licensor, and Licensor desires to grant to Licensee, a license to the Platform (as defined below).

### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

#### ARTICLE I DEFINITIONS

Section 1.1 Definitions. The following terms shall have the meanings set forth below:

"Components" means all of the existing proprietary and third party components to the Platform, including software or other information and technology that is embodied in the Platform, as described in Schedule A hereto.

"Documentation" means any written, printed or otherwise recorded or stored material that relates to the Platform, including technical specifications, source code annotations, training and support materials, descriptions of the principles of operation of source code, other instructions.

"Expanded Business" means (a) the Licensee Business as such business may evolve in the ordinary course, and (b) the businesses (e.g., products and services) offered and conducted by Licensee on or after the Licensee Effective Date, as well as other business involving online marketplace access, information, data processing, and community creation that the Licensee may undertake.

"Improvement" means any invention, modification, addition, derivative work, enhancement, revision, translation, abridgment or expansion to or arising from a work, or any other form in which a work or any part thereof, may be recast, transformed, or adapted.

"Licensee Business" means (a) the business of offering an online shopping mall for vendors and retail purchasers to sell and purchase products; (b) providing a portal website to the Licensee's vendor members to allow them to sell various goods; (c) providing back-office support to the Licensee's members; and (d) an administrative back office to run the Licensee's Business.

"Licensee Improvements" means Improvements to the Platform conceived, crafted, acquired or made by or on behalf of Licensee after the date hereof, including all intellectual property rights therein or thereto.

"Licensor Improvements" means Improvements to the Platform conceived, crafted, acquired or made by or on behalf of Licensor after the date hereof, including all intellectual property rights therein or thereto.

"Licensor Intellectual Property" means any existing or hereafter acquired or arising Intellectual Property that is now or hereafter owned by or licensed to Licensor and that is embodied in or protects the Platform; provided that, in the case of any such Intellectual Property that is licensed to Licensor from a third party, such Intellectual Property will be included in the Licensed Intellectual Property only to the extent that Licensor has the right to sublicense such Intellectual Property to Licensee within the scope of the license granted hereunder. For the avoidance of doubt, "Licensor Intellectual Property" includes all Intellectual Property owned by Licensor that was used previously in the business of the Licensor before the Closing Date.

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“Platform” means (a) the Licensor’s software platform (in both source code and object code form), as it exists on the License Effective Date, as more fully described on Schedule A, (b) the Components, (c) the Documentation, (d) Improvements to the Platform, the Components or the Documentation, as each were made by or on behalf of Licensor prior to the License Effective Date, and (e) any Improvements to the Platform, the Components or the Documentation that were made available by Licensee to Licensor pursuant to Section 2.4 below. The Platform includes (i) the software referred to by Licensor as “Storm” and “Typhoon” and (ii) any code relating thereto (including code to modules) that is partially implemented or under-development as of the License Effective Date or otherwise made available pursuant to Section 2.4 below.

## ARTICLE II LICENSE

Section 2.1 License Grant. Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee (a) an exclusive (with respect to the Licensee Business), irrevocable, perpetual, non-sublicensable (except as permitted in Section 2.2), non-transferable (except as permitted in Section 8.9), fully paid up, royalty-free, worldwide right and license (i) to use and exploit the Licensor Intellectual Property and (ii) to use, display, install, copy, create derivative works or otherwise exploit the Platform, in each case, solely in connection with the operation of the Licensee Business, and (b) a non-exclusive, irrevocable, perpetual, non-sublicensable (except as permitted in Section 2.2), non-transferable (except as permitted in Section 8.9), fully paid up, royalty-free, worldwide right and license (i) to use and exploit the Licensor Intellectual Property and (ii) to use, display, install, copy, create derivative works or otherwise exploit the Platform, in each case, solely in connection with the operation of the Expanded Business. Except as provided otherwise in Sections 2.1, 2.2, or 8.9, Licensee may not disclose to or provide any third party access to, use of, or rights in or to, the Platform or any Licensor Intellectual Property, except as third parties may access or use the Platform in relation to the Licensee Business or Expanded Business in the ordinary course of business.

Section 2.2 Sublicensing and Third Parties. Licensee shall have the right to grant (a) third parties engaged by Licensee a sublicense to the rights granted in Section 2.1, to provide hosting, support or development services for Licensee relating to the Platform, provided that the sublicense may be granted with respect to source code of the Platform only if the sublicensee agrees to confidentiality obligations at least as restrictive as those set forth in Article VII and an acknowledgement of Licensee’s ownership of the Intellectual Property in and to the Platform and any Licensor Improvements, (b) end users the right to use and interface with an object code version of the Platform solely in connection with the Licensee Business or Expanded Business, and (c) partners, content providers and other third parties the right to use, access and interface with the Platform through an application program interface (“API”) solely in connection with the Licensee Business or Expanded Business. Each Party shall establish, maintain and enforce policies and procedures to safeguard and protect the Platform and Licensor Intellectual Property which are no less rigorous than reasonable standards relating to such Party’s confidential and proprietary information. Each Party will be responsible for all acts and omissions of its employees, representatives, affiliates, and other third parties (including their employees and representatives) who have access to the Platform, Licensor Intellectual Property, or the source code relating thereto as if such acts or omissions were such Party’s acts or omissions.

Section 2.3 Delivery. On or as soon as practicable following the License Effective Date, Licensor shall deliver to Licensee, via a delivery method reasonably requested by Licensee, a copy of the Platform and all materials contained therein.

Section 2.4 Access to Updates. For a period of 6 months from the License Effective Date, Licensor shall disclose to Licensee any updates to the source code for the Platform.

Section 2.5 Ownership. Subject to the terms hereof and the licenses granted hereunder, Licensor will have and retain sole and exclusive ownership of, and all right, title and interest in, the Licensor Improvements, and Licensee shall have no right, license or interest therein. Licensee will have and retain sole and exclusive ownership of, and all right, title and interest in, the Licensee Improvements, and Licensor shall have no right, license or interest therein.

Section 2.6 Disclosure of Improvements and Developments. Other than as provided in Section 2.4 above, Licensor will have no obligation to disclose to Licensee any Licensor Improvements. Licensee will have no obligation to disclose to Licensor any Licensee Improvements.

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Section 2.7 Acknowledgements. Licensee acknowledges and agrees the Licensor is not in the business of commercially licensing the Platform or providing any services relating to the Platform to third parties and that the Platform may contain errors.

### **ARTICLE III REPRESENTATIONS AND WARRANTIES**

Section 3.1 Licensor Representation and Warranties. Licensor:

- (a) Represents to Licensee that Licensor has the full right, power and authority, including the necessary intellectual property rights, to enter into this Agreement, to undertake the transactions contemplated hereby and to grant the licenses granted herein;
- (b) Represents and warrants to Licensee that Licensor's grant of the license and rights to Licensee hereunder does not, and will not infringe or misappropriate any third party's tangible property rights, intellectual property rights existing on the License Effective Date, or personal rights and Licensor has not received any notice or claim on or before the License Effective Date asserting that the Platform infringes or misappropriates, suggesting that the Licensor, due to its use or exploitation of the Platform, consider licensing, or demanding that the Licensor license, from any person, or refrain from using, any Intellectual Property of a third party, nor to the knowledge of the Licensor is there reasonable basis therefor;
- (c) Represents to Licensee that neither the Platform nor any Licensor Intellectual Property is subject to any litigation, judgment, decree, stipulation or other dispute as of the License Effective Date, nor to the knowledge of Licensor is any such dispute threatened;
- (d) Represents and warrants to Licensee that no third parties hold or have been granted by Licensor intellectual property rights in the Platform or Licensor Intellectual Property that would conflict with the rights granted to Licensee herein or which does, or with the passage of time, or exercise of an option or springing right, would materially adversely affect the rights granted to Licensee hereunder;
- (e) Represents to Licensee that, as of the License Effective Date, no use of open source software code in connection with the Platform or integration of open source software code into the Platform has triggered any requirement that (i) the source code to the Platform be publicly disclosed or (ii) that the Platform has become open source;
- (f) Warrants to Licensee that Licensor has used commercially reasonable efforts to prevent the introduction of, and to the knowledge of Licensor the Platform does not contain any, software viruses, time or logic bombs, trojan horses, worms, timers or clocks, trap doors or other malicious computer instructions, devices or techniques in the Platform as delivered to Licensee pursuant to Section 2.3;
- (g) Represents to Licensee that, to the knowledge of Licensor, the Platform as delivered to Licensee pursuant to Section 2.3 is free from material bugs and material errors.
- (h) Represents to Licensee that the source code and Documentation delivered to Licensee pursuant to Section 2.3 is consistent with the source code and Documentation used by Licensee for its internal purposes;

### **ARTICLE IV TERM AND TERMINATION**

Section 4.1 Term. The term of this Agreement shall commence as of the License Effective Date and shall continue in perpetuity.

Section 4.2 No Termination. The licenses granted hereunder shall be irrevocable and perpetual, shall not be terminable by Licensor and shall continue in full force and effect indefinitely, provided, however, if Licensee materially breaches its obligations under this Agreement by disclosing the source code or Documentation to an unauthorized third party, then Licensor may bring a legal action against the Licensee seeking (i) injunctive relief to prohibit such action (or a reoccurrence of the same or similar breach), but not injunctive relief to prohibit Licensee's

own use of the Platform or Documentation in accordance with this Agreement, and (ii) monetary damages. Except as otherwise described above, Licensor shall not have, and Licensor hereby irrevocably waives, the right to seek injunctive or equitable relief against the Licensee, including any remedy that would involve rescission or other termination of this Agreement or any of the licenses granted hereunder.

## **ARTICLE V LIMITATION ON LIABILITY**

Section 5.1 DAMAGE DISCLAIMER. EXCEPT AS PROVIDED BELOW IN THIS ARTICLE VI, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR SPECIAL DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, AND THE LIKE, ARISING OUT OF THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Section 5.2 GENERAL DAMAGE CAP. EXCEPT AS PROVIDED BELOW IN THIS ARTICLE V, IN NO EVENT SHALL EITHER PARTY BE LIABLE IN THE AGGREGATE UNDER THIS AGREEMENT OR WITH RESPECT TO THE PLATFORM OR LICENSOR INTELLECTUAL PROPERTY FOR ANY DAMAGES OR LOSSES IN EXCESS OF: (A) FOR CLAIMS ARISING BEFORE THE 24<sup>TH</sup> MONTH AFTER THE LICENSE EFFECTIVE DATE, FIFTEEN THOUSAND DOLLARS (\$15,000) OR (B) FOR CLAIMS ARISING ON OR AFTER THE 24<sup>TH</sup> MONTH AFTER THE LICENSE EFFECTIVE DATE, ONE HUNDRED DOLLARS (\$100). A PARTY SHALL NOT BE PERMITTED TO BRING A CLAIM UNDER THIS AGREEMENT AND UNDER THE PURCHASE AGREEMENT FOR THE SAME CAUSE OF ACTION OR EVENT GIVING RISE TO LIABILITY AND LIABILITIES SUBJECT TO THE DAMAGES CAP SET FORTH IN CLAUSE 6.2(A) APPLY AGAINST AND REDUCE THE APPLICABLE LIMITS UNDER THE PURCHASE AGREEMENT IF A PARTY COULD HAVE BROUGHT SUCH CAUSE OF ACTION THEREUNDER INSTEAD OF THIS AGREEMENT.

Section 6.3 EXCLUSIONS. Sections 6.1 shall not apply with respect to damages or losses arising from (i) infringement, misappropriation, unauthorized use, or unauthorized disclosure of the Platform or any Licensor Intellectual Property, (ii) Licensor's or Licensor's Affiliate's breach of its exclusivity obligations relating to the Licensee Business, or (iii) a breach of Section 2.1 or 2.2. Section 6.2 shall not apply with respect to damages or losses arising from (x) infringement, misappropriation, unauthorized use, or unauthorized disclosure of the Platform or any Licensor Intellectual Property, (y) Licensor's or Licensor's Affiliate's breach of its exclusivity obligations relating to the Licensee Business, or (z) a breach of Section 2.1 or 2.2; provided, however, a Party's liability for damages or losses for any infringement, misappropriation, unauthorized use, or unauthorized disclosure or other acts or omissions by unaffiliated third parties engaged by such Party or its Affiliates will be subject to a cap of \$15,000,000 for the first twenty four (24) months after the License Effective Date and a cap of \$5,000,000 thereafter (the "Special Caps"). Sections 6.1, 6.2 and 6.3 and the Special Caps shall not apply with respect to fraud with intent to deceive, willful misrepresentation, and willful misconduct.

## **ARTICLE VI CONFIDENTIAL INFORMATION**

Each of the Parties shall hold, and shall cause its Representatives to hold, in confidence all documents and information furnished to it by or on behalf of the other party in connection with the transactions contemplated hereby pursuant to the terms of the confidentiality agreement dated February 7, 2012 between the Licensor and the Licensee (the "Confidentiality Agreement"), which shall continue in full force and effect following the License Effective Date. Licensee further acknowledges and agrees that the Platform and Licensor Intellectual Property are Confidential Information of Licensor under such Confidentiality Agreement and may not be used or disclosed, except as expressly authorized or licensed by Licensor.

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**ARTICLE VII  
MISCELLANEOUS**

Section 7.1 Amendment and Modification. This Agreement may not be amended, modified or supplemented in any manner, whether by course of conduct or otherwise, except by an instrument in writing specifically designated as an amendment hereto, signed on behalf of each party.

Section 7.2 Waiver. No failure or delay of either party in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such right or power, or any course of conduct, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the parties hereunder are cumulative and are not exclusive of any rights or remedies which they would otherwise have hereunder. Any agreement on the part of either party to any such waiver shall be valid only if set forth in a written instrument executed and delivered by a duly authorized officer on behalf of such party.

Section 7.3 Notices. All notices, requests, claims, demands and other communications under this Agreement shall be given or made and shall be deemed to have been given in accordance with Section 10.5 of the Purchase Agreement.

Section 7.4 Interpretation. When a reference is made in this Agreement to a Section, Article, Schedule or Exhibit, such reference shall be to a Section, Article, Schedule or Exhibit of this Agreement unless otherwise indicated. Any table of contents or headings contained in this Agreement or in any Schedule are for convenience of reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All words used in this Agreement will be construed to be of such gender or number as the circumstances require. Any capitalized terms used in any Schedule but not otherwise defined therein shall have the meaning as defined in this Agreement. All Schedules annexed hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth herein. The word "including" and words of similar import when used in this Agreement will mean "including, without limitation," unless otherwise specified.

Section 7.5 Entire Agreement. This Agreement (including the Schedules hereto) constitutes the entire agreement, and supersedes all prior written agreements, arrangements, communications and understandings and all prior and contemporaneous oral agreements, arrangements, communications and understandings between the Parties with respect to the subject matter hereof.

Section 7.6 No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to or shall confer upon any Person other than the parties, their Affiliates and their respective successors and permitted assigns any legal or equitable right, benefit or remedy of any nature under or by reason of this Agreement.

Section 7.7 Governing Law. This Agreement and all disputes or controversies arising out of or relating to this Agreement or the transactions contemplated hereby shall be governed by, and construed in accordance with, the internal laws of the State of California, without regard to the laws of any other jurisdiction that might be applied because of the conflicts of laws principles of the State of California.

Section 7.8 Submission to Jurisdiction. Each of the parties irrevocably agrees that any Action arising out of or relating to this Agreement brought by the other party or its successors or assigns shall be brought and determined in the state courts of California located in the County of Los Angeles, (or, if such court lacks subject matter jurisdiction, in any appropriate state or federal court within the State of California), and each of the parties hereby irrevocably submits to the exclusive jurisdiction of the aforesaid courts for itself and with respect to its property, generally and unconditionally, with regard to any such Action arising out of or relating to this Agreement and the transactions contemplated hereby. Each of the parties agrees not to commence any Action relating thereto except in the appropriate state or federal court located in Los Angeles County, California, other than Actions in any court of competent jurisdiction to enforce any judgment, decree or award rendered by any such court in California as described herein. Each of the parties further agrees that notice as provided herein shall constitute sufficient service of process and the parties further waive any argument that such service is insufficient. Each of the parties hereby irrevocably and unconditionally waives, and agrees not to assert, by way of motion or as a defense, counterclaim or otherwise, in any Action arising out of or relating to this Agreement or the transactions contemplated hereby, any Action (a) that it is not personally subject to the jurisdiction of the courts in California as described herein for any

reason, (b) that it or its property is exempt or immune from jurisdiction of any such court or from any legal process commenced in such courts (whether through service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise), and (c) that (i) the Action in any such court is brought in an inconvenient forum, (ii) the venue of such Action is improper, or (iii) this Agreement, or the subject matter hereof, may not be enforced in or by such courts.

Section 7.9 Assignment; Successors. Neither this Agreement nor any of the rights, interests or obligations under this Agreement may be assigned or delegated, in whole or in part, by operation of law or otherwise, by either party without the prior written consent of the other party, and any such assignment without such prior written consent shall be null and void; provided, however, that the Licensee may assign this Agreement to any Affiliate of the Licensee or in connection with a sale of the assets of the Licensee that primarily relates to the Licensee Business or Expanded Business using the Platform without the prior consent of the Licensor. Following any such assignment, Licensee shall cease all use of the Platform and provide Licensor notice of such assignment. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of, and be enforceable by, the parties and their respective successors and assigns.

Section 7.10 Severability. Whenever possible, each provision or portion of any provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision or portion of any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision or portion of any provision in such jurisdiction, and this Agreement shall be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision or portion of any provision had never been contained herein.

Section 7.11 Enforcement. The parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. Each of the parties shall be entitled to specific performance of the terms hereof, including an injunction or injunctions to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement in the Court of Chancery located in the State of Delaware (or, if such court lacks subject matter jurisdiction, in any appropriate state or federal court within the State of Delaware), this being in addition to any other remedy to which such party is entitled at law or in equity. Each of the parties hereby further waives (a) any defense in any Action for specific performance that a remedy at law would be adequate and (b) any requirement under any law to post security as a prerequisite to obtaining equitable relief.

Section 7.12 Waiver of Jury Trial. EACH OF THE PARTIES TO THIS AGREEMENT HEREBY IRREVOCABLY WAIVES ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

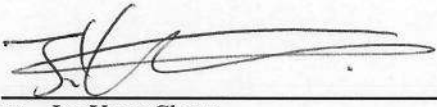
Section 7.13 Counterparts; Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party. A facsimile, PDF or other electronic signature of this Agreement shall be valid and have the same force and effect as a manually signed original.

Section 7.14 No Presumption Against Drafting Party. Each of the Licensors and the Licensee acknowledges that each party to this Agreement has been represented by legal counsel in connection with this Agreement and the transactions contemplated by this Agreement. Accordingly, any rule of law or any legal decision that would require interpretation of any claimed ambiguities in this Agreement against the drafting party has no application and is expressly waived.

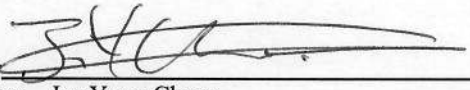
[Signature page follows.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**U-MIND SPACE, INC.**  
**a Wyoming Corporation**

By:   
Name: Jae Yoon Chung  
Title: CEO, President

**U-MIND CLUB, INC.**  
**a California corporation**

By:   
Name: Jae Yoon Chung  
Title: CEO, President

## **SCHEDULE A**

### **DESCRIPTION OF ALL COMPONENTS OF PLATFORM (INCLUDING SOFTWARE AND OTHER INFORMATION)**

- U-Mind Space ([www.u-mind.space](http://www.u-mind.space)): the corporate web site to explain about the business and to provide a one-stop portal for the other features and services;
- U-Mind Club ([www.u-mind.club](http://www.u-mind.club)): Innovative membership on-line marketplace (the “U-Mind Club Marketplace”) in which members can sell and buy their like-minded products from and/or with their like-minded people;
- U-Mind App: The U-Mind App will enable Members to use the U-Mind AI Engine in their smart phones and other devices, permitting them to create and participate in communities of like-minded individuals without the necessity of being near a personal computer.
- My Office : A back office module for all of the Vendor Members and the Retail Members to track and control their activities in the U-Mind communities and the U-Mind Club, the Online Marketplace
- Admin Office : A back office module for employees of the Company to track, control and administrate all the activities in the whole system above mentioned.