

THE VERIDIFY DASHBOARD IS PART OF THE SECURERF FAMILY OF PRODUCTS, THE TERMS OF WHICH ARE AS FOLLOWS:

Subject to the terms and conditions contained herein, the submission of the Lime Tag Evaluation Order Form, which constitutes Customer’s acceptance of the terms herein and the SECURERF Privacy Policy Statement, and associated SECURERF acknowledgement and acceptance (collectively, “Agreement”), and receipt of payment as set forth on the Evaluation Order Form, SECURERF provides (i) a license to use THE VERIDIFY DASHBOARD as hosted by SECURERF for evaluation purposes and (ii) a password to access THE VERIDIFY DASHBOARD during the term of this Agreement. In the event of any conflict between the terms and conditions of this Agreement or Customer’s purchase order, if any, the terms and conditions of this Agreement shall govern. SECURERF, in its sole discretion, reserves the right to terminate the evaluation upon 180 days’ notice of termination.

1. SOFTWARE-AS-A-SERVICE

SECURERF will use reasonable efforts to make THE VERIDIFY DASHBOARD (pursuant to the grant described below) and THE VERIDIFY DASHBOARD hosting services (together, “SaaS”) on a non-exclusive basis available at all times. Customer acknowledges that unforeseen hardware and communications problems may occur, including, without limitation, emergency maintenance downtime, excessive volume of simultaneous users, browser errors, sabotage, hacking, failure of Internet and telecommunications service providers, and other force majeure type events. SECURERF shall use reasonable efforts to ensure that, in the event of any of the aforementioned occurrences, access to THE VERIDIFY DASHBOARD will be restored as soon as practically possible. Customer understands that it will be necessary for SECURERF to perform systematic and periodic maintenance on the SECURERF Servers, and that such maintenance may temporarily interfere with Customer’s ability to access THE VERIDIFY DASHBOARD.

The SaaS is intended solely to allow the Customer to remotely access THE VERIDIFY DASHBOARD for evaluation purposes only. Certain SaaS features are dependent upon access to the internet, and so the quality and availability of such features may be affected by factors outside of SECURERF’s control. Customer acknowledges that the terms of the applicable internet network provider may apply when using the SaaS. As a result, the Customer may be charged by such network provider for access to network connection services; SECURERF is not responsible for such service fees.

2. LICENSE GRANT AND SCOPE OF USE

SECURERF grants the Customer a non-assignable, nontransferable (without any right to sublicense), non-exclusive, limited, and revocable license to use the SaaS and related materials, if any, as hosted by SECURERF (i) for Customer’s internal, in-house operations and for its processing of data pertaining and related to the shipment of goods, (ii) for use solely in connection with VERIDIFY® AND THE VERIDIFY SENTINEL™ (individually or collectively, “VERIDIFY”) for purposes of verifying and identifying a third party product (and its information) that contains a SECURERF supported tag, e.g., “Lime Tag,” and (iii) in each instance, for evaluation purposes only. The license to use the SaaS is personal to the Customer and only available to Authorized Users, who are employees of Customer.

THE VERIDIFY DASHBOARD is not intended for use in any nuclear, aviation, mass transit, medical, lifesaving or life-sustaining applications, or other inherently dangerous applications or other equipment in which the failure of the SECURERF products could lead to personal injury, death, physical or environmental damage unless specifically designed and designated for such intended use. It shall be the Customer’s responsibility to take all appropriate fail-safe, backup, redundancy and other measures to ensure the safe use of such applications if used for such purposes, and SECURERF disclaims liability for any damages caused by such use of THE VERIDIFY DASHBOARD.

The Customer may not reproduce, transmit, modify, adapt, or translate nor reverse engineer, decompile, disassemble, or create derivative works of or based on THE VERIDIFY DASHBOARD, in whole or in part. To the extent the European Union Software Directive is applicable, the Customer may modify, adapt, translate, reverse compile, reverse assemble, or reverse engineer any software code in any manner to the extent, and only to the extent, necessary to achieve interoperability of THE VERIDIFY DASHBOARD with an independently created program, if the information needed to achieve such inter-operability has not previously been or made readily accessible to the Customer by SECURERF upon reasonable request. The Customer may not rent, lease, license, transfer, assign, sell, or otherwise provide access to THE VERIDIFY DASHBOARD, in whole or in part, on a temporary or permanent basis to any third party. The Customer may not alter, remove, or cover any proprietary notices or restricted notice(s) or legend(s) in or on THE VERIDIFY DASHBOARD and should include appropriate notices of SECURERF's ownership. The inclusion of a copyright notice on or contained in THE VERIDIFY DASHBOARD shall not cause or be construed to cause it to be a published work.

3. USE OF DATA AND THIRD PARTY LINKS

The Customer agrees that SECURERF may collect and use technical data, including technical information, and related information in THE VERIDIFY DASHBOARD as well as other information from use of VERIDIFY. The foregoing information shall be treated in accordance with the SECURERF Privacy Policy Statement. The information that VERIDIFY collects may be stored in THE VERIDIFY DASHBOARD and/or may be transmitted to SECURERF's servers or third party servers in the United States. THE VERIDIFY DASHBOARD may contain links or connections to, or use third party sites or services, which are not owned or controlled by SECURERF. SECURERF assumes no responsibility for the content, privacy policies, or practices of any third party sites or services. By using THE VERIDIFY DASHBOARD, the Customer expressly relieves SECURERF from any and all liability arising from the Customer's use of any such third party site or service.

4. PROPRIETARY RIGHTS

THE VERIDIFY DASHBOARD and other SECURERF trademarks, service marks, graphics and logos used in connection with The SECURERF Solution are trademarks or registered trademarks or other marks of SECURERF, and are protected by applicable trademark, patent and copyright laws, and other intellectual property laws, including trade secrets, and international treaties. SECURERF owns all right, title, and interest in and to THE VERIDIFY DASHBOARD, including all intellectual property rights contained therein. No right or license to THE VERIDIFY DASHBOARD or any other SECURERF's intellectual property is granted by implication or otherwise, except as expressly granted herein. If the Customer suggests new features or functions that SECURERF, in its sole discretion, adopts, such features or functions shall be the sole and exclusive property of SECURERF and any and all claims of the Customer as to the same are waived and released.

5. TERM AND TERMINATION

The license granted herein is effective upon use and shall remain in effect unless otherwise terminated as provided herein. SECURERF reserves the right to terminate this agreement (i) immediately and automatically without notice should the Customer fail to comply with the terms and conditions of this agreement, or any agreement referred to or incorporated by reference by this agreement upon any breach of this agreement or (ii) at any time for no reason upon 180 days' notice. In addition, SECURERF reserves the right to suspend, discontinue, enhance, update or otherwise modify the application, or its availability, at any time without notice. The Customer may terminate this agreement and use of THE VERIDIFY DASHBOARD by ceasing such use. The Customer's rights under this license will terminate automatically. Upon termination of this license agreement, the Customer will immediately cease using THE VERIDIFY DASHBOARD. Termination of this Agreement by either party for any reason does not negate the confidentiality obligations specified in this agreement. In addition, the provisions of this agreement that, by the very nature of those obligations, extend beyond the termination of this agreement shall survive and remain in full force and effect irrespective of any such termination.

6. INDEMNIFICATION

The Customer will indemnify and hold harmless SECURERF and its officers, directors, shareholders, agents and employees, from: (i) any and all claims made by any third party due to or arising directly or indirectly out of Customer's conduct or in

connection with the Customer's use of the SaaS, any alleged violation of the SECURERF Privacy Policy Statement and these terms, and any alleged violation of any applicable law or regulation; and (ii) any and all claims, losses, damages, or liability whatsoever, including third party claims, as well as costs and expenses, arising out of or related to Customer's breach of this agreement or for misappropriation of trade secrets or infringement of any copyright, patent, trademark or other proprietary right based upon the synthesized code, regardless of the theory of liability. SECURERF reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by the Customer, but doing so will not excuse the Customer's indemnity obligations.

7. WARRANTY

THE SAAS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING FITNESS FOR A PARTICULAR PURPOSE OR USE, MERCHANTABILITY, PERFORMANCE, QUALITY OR NON-INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHT. WITHOUT LIMITING THE FOREGOING, SECURERF DOES NOT WARRANT THAT THE VERIDIFY DASHBOARD AND RELATED SERVICES, AND ANY OTHER MATERIALS, PROVIDED IF ANY: SATISFY CUSTOMER'S REQUIREMENTS OR EXPECTATIONS; SHALL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; OR SHALL BE ACCURATE OR RELIABLE. ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED.

8. LIMITATION OF LIABILITY

UNDER NO CIRCUMSTANCES SHALL SECURERF BE LIABLE TO ANY PERSON (NATURAL OR OTHERWISE) FOR ANY SPECIAL, INCIDENTAL, INDIRECT, STATUTORY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING (WITHOUT LIMITATION) DAMAGES RESULTING FROM USE OF THE SAAS OR RELIANCE ON THE SAAS, LOSS OF PROFITS OR LOST REVENUES, WHETHER IN AN ACTION IN CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION, EVEN IF ADVISED OF SUCH POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW FOR THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY. TO THE EXTENT PERMISSIBLE, ANY IMPLIED WARRANTIES ARE LIMITED TO NINETY (90) DAYS. NOTWITHSTANDING ANY OF THE FOREGOING, SECURERF'S MAXIMUM LIABILITY SHALL NOT EXCEED ANY FEES ACTUALLY PAID TO SECURERF FOR USE OF THE SAAS OR \$100, WHICHEVER IS LESS. THE FOREGOING LIMITATIONS WILL APPLY, EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

9. GOVERNING LAW

This Agreement shall be construed and enforced in accordance with the laws of the State of Connecticut and the laws of the United States of America applicable to contracts made and to be fully performed therein, excluding Conflict of Law Principles and the United Nations Convention on Contracts for the International Sale of Goods. The parties irrevocably submit to the non-exclusive jurisdiction of the federal and state courts of the State of Connecticut, U.S.A.; provided, however, that (i) nothing herein shall preclude SECURERF from instituting proceedings against Customer or anyone acting by, through or under Customer in any place which may have jurisdiction for the purpose of protecting and enforcing SECURERF's rights either hereunder or pursuant to any other agreements, documents, instruments or otherwise; and (ii) in no event may Customer institute proceedings against SECURERF or anyone acting by, through or under SECURERF in any place other in the State of Connecticut, United States of America. Customer agrees that any preliminary or final order or judgment issued against Customer shall be enforceable in the domestic court of Customer and that Customer promptly shall provide any consents or stipulations necessary to facilitate enforcement of such orders or judgments in the domestic courts of the Customer against which enforcement is sought. Customer agrees to reimburse SECURERF for all costs and expenses, including, but not limited to, reasonable attorney's fees that SECURERF incurs in connection with any violation of this Agreement or any proceeding instituted by SECURERF against the Customer for the purpose of enforcing any of the provisions of this Agreement.

10. EXPORT CONTROL

THE VERIDIFY DASHBOARD IS SUBJECT TO UNITED STATES EXPORT CONTROL LAWS AND MAY ALSO BE SUBJECT TO THE LAWS OF THE COUNTRY WHERE YOU RESIDE. CUSTOMER CERTIFIES NOT TO SELL, LICENSE, OR

OTHERWISE EXPORT OR RE-EXPORT THE LIME TAG IN VIOLATION OF SUCH EXPORT CONTROL LAWS TO ANY PROHIBITED COUNTRY, PERSON, END-USER OR ENTITY SPECIFIED BY U.S. EXPORT LAWS. CUSTOMER FURTHER CERTIFIES THAT CUSTOMER IS NOT LOCATED IN A COUNTRY THAT IS SUBJECT TO A U.S. GOVERNMENT EMBARGO, OR THAT CUSTOMER HAS BEEN DESIGNATED BY THE U.S. GOVERNMENT AS A "TERRORIST SUPPORTING" COUNTRY, AND CUSTOMER IS NOT LISTED ON ANY U.S. GOVERNMENT LIST OF PROHIBITED OR RESTRICTED PARTIES. CUSTOMER WILL COMPLY WITH ALL APPLICABLE EXPORT CONTROL LAWS AND REGULATIONS AND WILL INDEMNIFY SECURERF FOR ALL DAMAGES, INCLUDING REASONABLE ATTORNEY'S FEES, RESULTING FROM CUSTOMER'S FAILURE TO DO SO.

11. GENERAL

a. Entire Agreement; Modification and Waiver; Survival

The Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior written or verbal communications, representations, agreements, understandings, proposals, negotiations, purchase orders, and promises. Except as expressly set forth in the Agreement, no modification or waiver of the Agreement is effective unless it is in writing and signed by an authorized representative of the party charged with having given the waiver, or both parties in the event of a modification. No failure or delay by SECURERF to assert any rights or remedies will be construed as a waiver or a continuing waiver of its rights and remedies, nor will a failure or delay to assert a breach be deemed to waive that or any other breach.

If any of the terms are held by a court of competent jurisdiction to be invalid, void, or unenforceable, then that term held to be invalid, void, or unenforceable shall be enforced to the maximum extent permissible so as to effect the intent of the Agreement, and the remainder of the terms shall remain in full force and effect, and in no way shall be affected, impaired, or invalidated. The Customer agrees that any preliminary or final order or judgment issued against the Customer shall be enforceable in the domestic court of the Customer and that the Customer shall promptly provide any consents or stipulations necessary to facilitate enforcement of such orders or judgments in the applicable domestic courts against which enforcement is sought.

b. Assignment

SECURERF may assign, transfer, or subcontract its rights and obligations under the Agreement, provided such party assumes all obligations under this Agreement and provides notice to the Customer. Customer may not assign, transfer, or subcontract its rights or obligations, except to a successor in interest to all or substantially all of the assets of Customer by virtue of merger, consolidation, or sale to a third party, without SECURERF's prior written consent. Any attempted assignment in violation of this Section shall be void and of no effect. However, a permitted assignment will not relieve Customer from its obligations.

c. Government Contract Language

If the Veridify Dashboard is to be used in the performance of a U.S. Government contract or subcontract for which mandatory flow-down clauses are applicable to SECURERF or the Veridify Dashboard, Customer must inform SECURERF and let it review the clause before SECURERF begins performance, so that it may decide whether to perform. If SECURERF is notified of the clauses after it starts performance and afterward rescinds its willingness to proceed, SECURERF will have no liability for its rescission. THE MATERIALS ARE CONSIDERED COMMERCIAL IN NATURE; USE, DUPLICATION, OR DISCLOSURE IS PROHIBITED -- APPLICABLE FARS/DFARS RESTRICTIONS APPLY TO GOVERNMENT USE. The manufacturer is SecureRF Corporation, 100 Beard Sawmill Road, Suite 350, Shelton, Connecticut 06484.

d. Notices

Any notices, requests and other communications hereunder shall be in writing and shall be (a) delivered personally to the party or to an officer of the party to whom the same is directed, or (b) sent by facsimile or registered or certified mail, return receipt requested, postage prepaid, addressed as specified in this Agreement. Any such notice shall be deemed to be delivered, given and received for all purposes as of: (i) the date so delivered, if delivered personally, (ii) upon receipt, if sent

by facsimile, or (iii) on the date of receipt or refusal indicated on the return receipt, if sent by registered or certified mail, return receipt requested, postage and charges prepaid and properly addressed. Changes in address or designated representative of either party may be effectuated by written notice pursuant to, and in accordance with this section.

e. Third Party Software License Agreements

For any Third-Party software and/or for any software considered part of a Third-Party product, Customer agrees that it will be bound by the license agreement governing the use of such software, including agreements in click-wrap or shrink-wrap format. Unless otherwise stated in the applicable license agreement, the term of the software license begins upon delivery. Customer agrees that it is responsible for the proper deployment, tracking, use and record keeping of such licenses.

SECURERF, the SECURERF symbol, VERIDIFY, the VERIDIFY SENTINEL, the VERIDIFY DASHBOARD, the VERIDIFY symbol, "Keeping it Real," and "Securing the Internet of Things" are trademarks or registered trademarks of SECURERF Corporation, in the United States and other countries. Third-party brands and names are for identification purposes only, and are the property of their respective owners.

SECURERF Corporation • Phone +1.203.227.3151 • sales@securerf.com • www.securerf.com

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