



## MASTER SOFTWARE-AS-A-SERVICE SUBSCRIPTION AGREEMENT

THIS **MASTER SOFTWARE-AS-A-SERVICE SUBSCRIPTION AGREEMENT** CONSTITUTES A LEGAL AGREEMENT BETWEEN **VERIDIFY SECURITY INC.** ("VERIDIFY"), A DELAWARE, U.S.A., CORPORATION, WITH ITS PRINCIPAL OFFICE LOCATED AT 100 BEARD SAWMILL ROAD, SUITE 350, SHELTON, CONNECTICUT, AND THE REGISTERED-PARTY.

BY (1) EXECUTING AND ACCEPTING THE REGISTRATION FORM THAT REFERENCES THIS AGREEMENT OR (2) USING SERVICES, THE REGISTERD-PARTY AGREES TO AND ACCEPTS THE TERMS OF THIS AGREEMENT AND CONFIRMS ACCEPTANCE OF THE LICENSE FOR THE SEPARATELY ACQUIRED HARDWARE AND SOFTWARE. IF THE INDIVIDUAL ACCEPTING THIS SAAS AGREEMENT IS ACCEPTING ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, SUCH INDIVIDUAL REPRESENTS THAT THE INDIVIDUAL HAS THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS, IN WHICH CASE THE TERM "REGISTERED-PARTY" SHALL REFER TO SUCH ENTITY, AND ITS AFFILIATES.

THIS AGREEMENT IS EFFECTIVE BETWEEN THE REGISTERD-PARTY AND VERIDIFY AS OF THE DATE OF REGISTERED-PARTY'S ACCEPTANCE OF THIS AGREEMENT ("EFFECTIVE DATE").

THIS SAAS AGREEMENT WAS UPDATED AUGUST 14, 2022.

### 1. DEFINITIONS

1.1. "Account Administrator" means a "User" who is assigned and expressly authorized by the Registered-Party to configure Registered-Party administrative settings, assign access and use authorizations, and request, configure and implement Services, as well as assist in third-party integrations.

1.2. "Affiliates" means any entity, directly or indirectly, controls, is controlled by or under common control with the subject entity, where control means the ownership, directly or indirectly, of fifty percent (50%) or more of the equity capital or other voting rights in the other entity in question.

1.3. "BETA Services" means for the period authorized by VERIDIFY, such period subject to modification by VERIDIFY, services or functionality made available to Registered-Party to try at its option at no additional charge that is designated as beta, pilot, limited release, developer preview, non-production, evaluation or by a similar description.

1.4. "Confidential and Proprietary Information" means, individually and collectively, hardware designs and specifications, equipment, software (including, not by way of limitation, source and object code), plans, drawings, data, prototypes, discoveries, research development, processes, procedures, customer lists, business plans, marketing and product plans, intellectual property of any nature whatsoever, including Trade Secrets, or that produced by or as a result of any of the Services, any test or benchmark results pertaining to the Services, excluding (i) Information generally known on a non-confidential basis (through no fault of the receiving party) to companies, (ii) Lawfully obtained by the receiving party without restriction on disclosure, (iii) Known to the receiving party prior to receipt from the disclosing party, (iv)

Independently developed by the receiving party without use of any information provided by the disclosing party, (v) Disclosed by the disclosing party to a third-party without a duty of confidentiality, and (vi) Disclosed by the receiving party with disclosing party's written consent.

1.5. "Documentation" means usage guides and policies, standards, and procedures, as updated from time-to-time.

1.6. "Force Majeure Type Event" means accidents, act of God, act of government, act of terror, civil disorder or unrest, denial of service attack, earthquake, explosion, fire, flood, internet service provider or third-party application failure or delay, or denial of service attack, strike or other labor problem, or any other cause beyond the control of the applicable party.

1.7. "Hosted Products" means the remotely accessed, subscription-based software products designated on the Registration Form and the Registered-Party Digital Assets.

1.8. "Personally Identifiable Information" means information that can be used on its own or with other information to identify, contact, or locate a single person, or to identify an individual in context.

1.9. "Registration Form" means the on-line order specifying the Hosted Products and Services selected by the Registered-Party and provided and agreed to by VERIDIFY.

1.10. "Registered-Party" means the legal entity and its Affiliates (for so long as such Affiliates remain as such) registered by an authorized individual to use the Hosted Products and Services.

1.11. "Registered-Party Data" means electronic data and information submitted by or for the Registered-Party or derived from the Registered-Party's or User's use of the Hosted Products or Services, e.g., technical information, as more fully described in the Documentation, which may include Personally Identifiable Information.

1.12. "Registered-Party Digital Assets" means data, diagnostics, data derived from and maintained by the Hosted Products, e.g., access and usage data, or other information created by or derived from, or stored in connection with the use of SAAS Services, including, but not limited to, device identifiers.

1.13. "SAAS Agreement" means this Master Software-as-a-Service Subscription Agreement.

1.14. "SAAS Services" means the services, which provides access to the Hosted Products, and the Hosted Products that are ordered by the Registered-Party through the on-line portal registration and agreed to be delivered by VERIDIFY.

1.15. "Services" means the SAAS Services as well as configuration and implementation services, standard (routine) maintenance and technical support services, and non-recurring engineering services and such other services, none of which shall be considered a Work Made for Hire, as mutually agreed by the parties, which may be reflected in a separate agreement or Statement of Work.

1.16. "Term" means the period designated on the Registration Form and such renewal periods.

1.17. "Trade Secrets" means Confidential and Proprietary Information that derives economic value, actual or potential, from not being generally known to third parties who can derive economic value from its use or disclosure under applicable law, or which is the subject of efforts by the disclosing party that are reasonable under the circumstances to maintain its secrecy.

1.18. "Trial Services" means services or functionality made available to Registered-Party to try at its option at no additional charge for the period specified on the Registration Form; such services may be subject to certain additional terms and subject to modification and termination at any time by VERIDIFY.

1.19. "User" means an individual, agent, consultant, contractor, employee, or a third-party that the Registered-Party transacts business, who is authorized by the Registered-Party to use the Hosted Products via the SAAS Services, and to whom the Registered-Party has supplied a user identification and password (for access to the applicable Services utilizing authentication) and shall adhere to and comply with the terms of this agreement.

## 2. VERIDIFY RESPONSIBILITIES: SERVICES

2.1. VERIDIFY agrees to provide in accordance with the applicable laws and government regulations the Services referencing this SAAS Agreement as agreed to by VERIDIFY in accordance with and subject to the terms of this agreement.

2.2. VERIDIFY will use commercially reasonable efforts to make available 24 hours a day, 7 days a week, the SAAS Services (pursuant to the terms of this SAAS Agreement) on a non-assignable, non-exclusive, and non-transferrable, limited, and revocable basis as expressly provided by this agreement, except in the event of:

2.2.1. Force Majeure Type Event;

2.2.2. Planned downtime to perform, among other things, systematic and periodic maintenance; and

2.2.3. Unforeseen hardware and communications problems may occur, including, without limitation, emergency maintenance downtime, excessive volume of simultaneous users, browser errors, sabotage, hacking, and failure of Internet and telecommunications service providers.

2.3. VERIDIFY or a third-party performing services on VERIDIFY's behalf may collect, share with a third-party, and use Registered-Party Data and / or Registered-Party Digital Assets, and shall maintain commercially reasonable administrative, physical, and technical safeguards for the administration, improvement, and protection of the security, confidentiality, and integrity of the Registered-Party Data and Registered-Party Digital Assets in accordance with the VERIDIFY Privacy Policy Statement.

2.4. VERIDIFY may through its Services provide, as a matter of Registered-Party convenience, links or connections to, or use third party sites or services, which are not owned or controlled by VERIDIFY. In the event such links or connections are provided, VERIDIFY assumes no responsibility or liability for the content, privacy policies, or practices of any third-party sites or services

## 3. RESTRICTIONS ON REGISTERED-PARTY USE AND RESPONSIBILITIES

3.1. The Registered-Party may use for the Term the agreed upon Services in accordance with (i) the Documentation, (ii) the applicable laws and government regulations, (iii) the applicable usage limits, and (iv) in each instance, above, on a non-assignable, non-exclusive, non-transferable, limited, revocable, and subscription basis in accordance with and subject to and in compliance with the terms of this agreement and any applicable third-party agreement. Registered-Party may add additional Services during the Term, and, in the case of SAAS Services, prorated for the portion of that term remaining at the time the

subscription added, such added subscription to co-terminate with the underlying subscription.

3.1.1. Registered-Party shall designate an Account Administrator and provide information on such Account Administrator as specified by the Registration Form.

3.1.2. Registered-Party shall specify on the Registration Form its requested Services.

3.1.3. Registered-Party shall provide to VERIDIFY use and access to its systems or third-party systems, software and hardware, for VERIDIFY to provide and ensure the proper operation the Services and associated systems in accordance with this agreement.

3.1.4. Registered-Party acknowledges that the third-party internet service provider terms and conditions may apply when using the Services and the quality of such services along with access to the internet may be affected by factors outside of VERIDIFY's control. Registered-Party may be charged by such third-party internet service provider; VERIDIFY is not responsible for fees or services associated with third-party internet service provider services.

3.1.5. Registered-Party shall limit access to the Hosted Products and Services to its Users and shall use commercially reasonable efforts to prevent unauthorized access or use of the Services and shall promptly notify VERIDIFY of any such unauthorized access or use.

3.1.6. Registered-Party may use third-party application for interoperation or use with Services. The terms governing such application use are solely the Registered-Party's with the third-party.

3.2. Except as expressly provided in this Agreement, the Registered-Party and its Users may not:

3.2.1. Interfere with or disrupt the integrity or performance of any Services, e.g., store or transmit malicious code;

3.2.2. Permit direct or indirect access or use of any Services in a way that circumvents the use of any Services in accordance with the Documentation or a contractual usage limit set forth in the SAAS Services;

3.2.3. Reproduce, transmit, modify, adapt, or translate nor reverse engineer, decompile, or disassemble (unless and only to the extent necessary to achieve interoperability with an independently created program if such information was not previously provided or readily accessible upon reasonable request of VERIDIFY), or create derivative works of or based on the Hosted Products or Services, in whole or in part;

3.2.4. Rent, lease, license, transfer, assign, sell, include in a service bureau or outsourcing offering, or otherwise provide access to the Services, in whole or in part, on a temporary or permanent basis to any third party;

3.2.5. Alter, remove, or cover any proprietary notices or restricted notice(s) or legend(s) in or on the Services and should include appropriate notices of VERIDIFY's ownership;

3.2.6. Infringe upon or misappropriate the intellectual property rights or other proprietary rights of any third party or violate third-party privacy rights;

3.2.7. Access any Services or monitor the Services availability, performance, or functionality in order to build a competitive product or service, or for any other benchmarking or competitive purposes;

3.2.8. Use the Services 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 Services could lead to personal injury, death, physical or environmental damage unless specifically designed and designated for such intended use.

3.3. Should the Registered-Party make any changes or modifications to the Services, or reverse engineer the foregoing, in whole or in part, the Registered-Party agrees to immediately notify VERIDIFY and such changes, modifications, and reverse engineered product shall be the property of the VERIDIFY, unless VERIDIFY shall have given its prior written consent to the contrary. The Registered-Party shall be responsible for all damages caused from such unauthorized uses, disclosures, duplication, reverse engineering, or reproduction by its Users or others who access the Services and the related Hosted Products, or any derived code or source code related thereto.

3.4. It shall be the Registered-Party's responsibility to take all appropriate fail-safe, backup, redundancy, and other measures to ensure the safe use of the Services.

#### 4. FEES AND EXPENSES; TAXES

4.1. The Registered-Party agrees to pay VERIDIFY (without any right of set-off) the then-current fees and subscription fees applicable to the Services.

4.1.1. SAAS Services subscription fees are payable in advance and as set forth on the applicable Registered Form.

4.1.2. Invoices for Services (*sans* SAAS Services) shall be payable within thirty (30) days of the date of the invoice.

4.2. If an amount is not received by VERIDIFY when due, without limiting any other rights or remedies, outstanding fees may, at VERIDIFY's sole discretion:

4.2.1. Impose a late charge of 1.5% per month on the outstanding balance per month or the maximum amount permitted by law;

4.2.2. Accelerate any unpaid fee obligations under any agreements with VERIDIFY so that all such obligations become immediately due and payable; and/or

4.2.3. Suspend Services, including, without limitation SAAS Services, until such amounts are paid in full.

4.3. VERIDIFY may delay its exercise of its rights under Section 4.2, above, if the Registered-Party is disputing the applicable charges reasonably and in good faith, and is cooperating diligently to resolve the dispute.

4.4. Fees are in U.S. dollars and exclusive of sales and use taxes, and such other similar taxes. When applicable, VERIDIFY shall attempt to include said taxes on its invoice and such taxes, if on the invoice, will appear as a separate item. The Registered-Party understands that it shall be liable for payment or reimbursement of such taxes to VERIDIFY, or the Registered-Party, upon request, shall pay such taxes directly to the applicable governmental authority.

4.5. Each party agrees to pay and accept exclusive liability for, in connection with this Agreement, any of its own: (a) taxes of any kind, including, without limitation, income or franchise taxes; (b) contributions for unemployment insurance, pensions, annuities, social security, disability insurance, workers' compensation, and similar items; and (c) any penalties, interest, or similar items related to either of the foregoing, as required to be paid by applicable law.

## 5. OWNERSHIP AND PROPRIETARY RIGHTS

5.1. The Registered-Party owns all right, title, and interest in and to its Registered-Party Digital Assets.

5.2. VERIDIFY Services and Hosted Products, and other intellectual property, including its trademarks, service-marks, graphics, and logos, are protected by applicable, trademark, patent and copyright laws, trade secrets laws, and international treaties and other intellectual property laws and treaties. VERIDIFY and/or its suppliers own all right, title, and interest in and to the foregoing, including all intellectual property rights contained therein.

5.3. The Services and the Hosted Products may include programs licensed pursuant to certain license agreements, including open-source license agreements. In the case of third-party software code, such code may be subject to the terms of the applicable third-party software provider's license agreement unless expressly provided otherwise.

5.4. If the Registered-Party suggests new features or functions that VERIDIFY, in its sole discretion, adopts, such features or functions shall be the sole and exclusive property of VERIDIFY and any claims of the Registered-Party as to the same are waived and released.

5.5. No right or license to the Hosted Products, Services or any other VERIDIFY's intellectual property is granted by implication or otherwise, except as expressly granted herein.

## 6. MUTUAL PROTECTION PROPRIETARY INFORMATION

6.1. The receiving party agrees not to disclose (except as provided under this Agreement or as required to comply with applicable laws and governmental regulations or orders with prior

written notice of such requirement to permit the disclosing party to challenge such requirement) the Confidential and Proprietary Information. The receiving party agrees to maintain the Confidential and Proprietary Information in strict confidence and with no less than all reasonable caution and due diligence in accordance with the degree of care utilized by the receiving party when protecting its own Confidential and Proprietary Information of the most sensitive nature, including, but not limited to, ensuring in the case of the receiving party that its employees, who have a need-to-know to carry-out the purposes of this Agreement, have executed an agreement that provides at least the same or greater protection to the disclosing Party as provided under this Agreement and have been advised of the obligations under this Agreement pertaining to, among other things, using, copying, and maintaining the Proprietary Information.

6.2. To the extent the parties have entered into an agreement with more restrictive terms protecting Confidential and Proprietary Information, such agreement is incorporated by reference and shall govern to the extent there is a conflict with the terms contained herein.

## 7. REPRESENTATIONS AND WARRANTIES

7.1. Each party represents that it has validly entered into this agreement and has the legal authority and power to do so.

7.2. VERIDIFY REPRESENTS AND WARRANTS TO THE REGISTERED-PARTY:

7.2.1. FOR PURPOSES OF THE SERVICES (SANS BETA SERVICES AND TRIAL SERVICES) THAT FOR A PERIOD OF NINETY (90) DAYS FROM THE EFFECTIVE DATE, THE SERVICES SHALL BE IN SUBSTANTIAL CONFORMITY IN ALL MATERIAL RESPECTS WITH THE THEN-CURRENT APPLICABLE DOCUMENTATION AND SHALL BE PERFORMED IN A PROFESSIONAL AND WORKMANLIKE MANNER.

7.2.2. FOR PURPOSES OF THE BETA SERVICES AND TRIAL SERVICES, SUCH SERVICES ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND.

7.2.3. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE SERVICES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT.

7.3. VERIDIFY DOES NOT REPRESENT AND WARRANT THAT THE SERVICES AND HOSTED PRODUCTS SATISFY THE REGISTERED-PARTY'S REQUIREMENTS OR EXPECTATIONS OR THAT THE FOREGOING ARE FREE FROM ERRORS OR FREE FROM OMISSIONS OR INCONSISTENCIES THAT MAY IMPAIR CERTAIN FEATURES FROM OPERATING AS DESCRIBED IN THE DOCUMENTATION OR AS INTENDED, OR THAT USE WILL BE UNINTERRUPTED, SECURE, ACCURATE, RELIABLE, VIRUS-

FREE, FREE FROM WORMS, TROJANS, OR OTHER MALICIOUS CODE, OR ERROR FREE. ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED.

7.4. IN ADDITION, VERIDIFY DISCLAIMS ANY LIABILITY, WARRANTY, AND OBLIGATION WITH RESPECT TO THIRD-PARTY APPLICATIONS AND HARDWARE, WHETHER OR NOT RECOMMENDED OR APPROVED BY VERIDIFY.

7.5. THIS WARRANTY IS INVALIDATED AND SHALL NOT APPLY IF THE REGISTERED-PARTY CONTRAVENES THE TERMS OF THIS AGREEMENT OR THE SERVICES AND HOSTED PRODUCTS ARE USED IN CONTRAVENTION OF THE DOCUMENTATION OR OTHER MATERIALS PROVIDED BY VERIDIFY, THE REGISTERED-PARTY EQUIPMENT USED WITH THE SERVICES MALFUNCTIONS OR ANY OTHER CAUSE WITHIN THE CONTROL OF THE REGISTERED-PARTY AND NOT IN COMPLIANCE WITH THE DOCUMENTATION THAT RESULTS IN THE HOSTED PRODUCTS THE SERVICES BECOMING INOPERATIVE, OR ANY FEATURE OR FUNCTION OF THE FOREGOING BECOMING INOPERATIVE.

## 8. MUTUAL INDEMNIFICATION

### 8.1. VERIDIFY INDEMNIFICATION

Subject to the limitations set forth in Section 9, VERIDIFY shall indemnify, defend and hold harmless the Registered-Party, and their respective directors, officers, agents and employees, from and against all claims, liabilities, damages and costs (including reasonable attorneys' fees) awarded by a court of competent jurisdiction from which no further appeal is taken or in connection with settlement of any such claims arising out of any third-party claim asserting misappropriation or infringement of another party's intellectual property rights.

### 8.2. REGISTERED-PARTY INDEMNIFICATION

Subject to the limitations set forth in Section 9, Registered-Party shall indemnify, defend and hold harmless the VERIDIFY, and their respective directors, officers, agents and employees, from and against all claims, liabilities, damages and costs (including reasonable attorneys' fees) awarded by a court of competent jurisdiction from which no further appeal is taken or in connection with settlement of any such claims arising out of any third-party claim asserting misappropriation or infringement of another party's intellectual property rights.

### 8.3. NOTICE; REPRESENTATION

When a party seeks indemnification hereunder (as "Indemnitee") it will notify the party obligated to provide indemnification hereunder (as "Indemnitor") promptly if there is any claim described above (provided that Indemnitee's failure to do so will not relieve Indemnitor of its obligations under this section, except to the extent it is materially prejudiced thereby), and Indemnitee shall cooperate with and provide reasonable assistance to

Indemnitor (at Indemnitor's expense) in the defense or settlement of such claim, provided that Indemnitee may retain separate representation and join the defense thereof which separate counsel shall be at Indemnitee's expense unless it reasonably appears that Indemnitee may have separate defenses than Indemnitor to such claim or that it would otherwise be inappropriate for a single counsel to represent both Indemnitor and Indemnitee, in which case such separate counsel shall be at Indemnitor's expense. Subject to the foregoing right of separate counsel for Indemnitee, Indemnitor shall have the right to control the defense or settlement of any action for which indemnification is sought hereunder; provided, however, that Indemnitor shall not enter into any compromise or settlement of any such claim which does not include a complete release of all claims against the Indemnitee or which requires any payment or admission of liability by any Indemnitee without the prior written consent of Indemnitee (which such consent shall not be unreasonably withheld, conditioned or delayed).

## 9. LIMITATION OF LIABILITY

9.1. TO THE EXCLUSION OF ALL OTHER REMEDIES IN CONTRACT, TORT, OR OTHERWISE:

9.1.1. THE EXTENT OF VERIDIFY'S LIABILITY UNDER SECTION 7, REPRESENTATIONS AND WARRANTIES, SHALL BE LIMITED TO THE CORRECTION OR REPLACEMENT OF ANY DEFECTIVE ITEMS THAT VERIDIFY REASONABLY DETERMINES NECESSARY TO MAKE THE SERVICES CONFORM IN SUBSTANTIAL CONFORMITY WITH THE DOCUMENTATION AT VERIDIFY'S OWN COST AND EXPENSE, PROVIDED THAT WRITTEN NOTICE OF ANY DEFECTIVE ITEM(S) OR ERROR IS GIVEN TO VERIDIFY DURING THE WARRANTY PERIOD AND REDUCED TO A WRITING IN REASONABLY SUFFICIENT DETAIL FOR VERIDIFY TO CONSISTENTLY REPRODUCE THE DEFECTIVE ITEM OR ERROR OR OTHERWISE REASONABLY IDENTIFY THE ERROR.

9.1.2. THE EXTENT OF VERIDIFY'S LIABILITY UNDER SECTION 8, VERIDIFY INDEMNIFICATION, SHALL BE LIMITED TO CORRECTION OR REPLACEMENT OF THE SERVICES, OR OBTAIN A LICENSE FOR THE CONTINUED USE OF THE SERVICES, PROVIDED VERIDIFY DETERMINES COMMERCIALY REASONABLE TO DO SO. IN THE EVENT VERIDIFY DOES NOT CORRECT OR REPLACE, OR OBTAIN A LICENSE TO CONTINUE THE SERVICES, VERIDIFY MAY TERMINATE THE REGISTERED-PARTY'S SERVICES UPON WRITTEN NOTICE AND REFUND THE REGISTERED-PARTY ANY PREPAID FEES COVERING THE REMAINDER OF THE TERM OF THE TERMINATED SUBSCRIPTION.

9.1 NOTWITHSTANDING ANY OF THE FOREGOING, VERIDIFY'S MAXIMUM LIABILITY FOR ANY CLAIM UNDER THIS AGREEMENT SHALL BE AS FOLLOWS:

9.2.1. IN THE CASE OF SERVICES (EXCEPT AS PROVIDED IN SECTION 9.2.2), SERVICES FEES ACTUALLY PAID OR \$100, WHICHEVER IS LESS; AND,

9.2.2. IN THE CASE OF SAAS SERVICES, THE FEES ACTUALLY PAID THE PREVIOUS 12 MONTHS FOR THE SPECIFIC SERVICE GIVING RISE TO SUCH LIABILITY, EXCEPT AS PROVIDED IN SECTION 9.1.2.

9.2.3. THE FOREGOING LIMITATIONS APPLY, EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

9.2 IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE PARTY FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, SPECIAL, DIRECT, INDIRECT, PUNITIVE, EXEMPLARY, INCIDENTAL, AND CONSEQUENTIAL DAMAGES LOSS OF REVENUE OR PROFITS, OR ANTICIPATED PROFITS OR LOST BUSINESS, OR ANY DAMAGES RESULTING FROM LOSS OF USE, DATA, OR PROFITS OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, WHETHER IN AN ACTION BASED ON CONTRACT, TORT, OR ANY OTHER LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF ADVISED OF THE 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.

## 10 TERM AND TERMINATION

10.1 This Agreement will remain effect for the Term unless terminated sooner as set forth below. The Term shall automatically renew for continuous one (1) year terms on the then-current terms and conditions, provided, however, neither party has delivered ninety (90) days written notice of termination to the other party.

10.2 Either party may, upon material breach, terminate this Agreement upon thirty (30) calendar days' prior written notice to the other party after receipt of written notice by the non-breaching party, provided, the breaching party failed to cure such breach as soon as possible but in any event within thirty (30) days after notice of such breach. In the event of such termination, the non-breaching party shall have the right to pursue all available rights at laws and in equity.

10.3 Either party may terminate this Agreement if the other party ceases conducting business in the normal course, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, or avails itself of or becomes subject to any liquidation proceeding under the Federal Bankruptcy Code or any other statute of any state relating to insolvency or the protection of rights of creditors. All license rights and sublicenses granted under or pursuant to this Agreement by VERIDIFY to the Registered-Party are, and shall otherwise be deemed to be, for purposes of

Section 365(n) of the United States Bankruptcy Code (the "Code"), licenses to rights to "intellectual property" as defined under Section 101(35A) of the Code. The Registered-Party shall retain and may fully exercise its rights and elections under the Code. In the event of VERIDIFY's final adjudication as bankrupt under the Code, the Registered-Party shall be entitled to retain its rights under this Agreement.

10.4 Upon termination of this Agreement, the license to use the Services and the Hosted Products, as well as any derived code is immediately revoked unless otherwise agreed. The Registered-Party shall, remove, erase, destroy or delete any code and any derived code pertaining to the Services and Hosted Products from its computer libraries or storage devices, systems, or systems which it owns or controls, or uses for its operations, along with all copies and parts thereof in any form as well as any derived code or information. To the extent possible, the Registered-Party shall return to VERIDIFY all code and any other related materials. VERIDIFY reserves the right to require the Registered-Party to certify in writing that it has complied with all the obligations contained in this Agreement and that it ceased use of Services, or any other code pertaining to this agreement.

10.5 Those provisions by the nature of such provisions shall survive termination of this Agreement; survival of such provisions, however, shall not imply or create any continued right to use the Services. Under no circumstances may the Registered-Party use the Services, or any information derived therefrom after termination unless otherwise agreed in writing. The provisions protecting the Confidential and Proprietary Information shall remain in effect, notwithstanding termination of this Agreement, and such protections shall remain in effect so long as any of the information constitutes a "Trade Secret" under applicable law.

## 11 GENERAL PROVISIONS

### 11.1 RELATIONSHIP PARTIES

Nothing contained in this Agreement shall be deemed to create any association, partnership, joint venture, or relationship of principal and agent, or employer and employee between the parties or any affiliates or subsidiaries thereof, or to provide either party with the right, power, or authority, whether expressed or implied, to create any such duty or obligation on behalf of the other party. Each party understands that this Agreement is non-exclusive and nothing in this Agreement shall prevent either party from signing contracts with other parties, subject to the limitations on the use of, among other things, the other party's Proprietary Information.

### 11.2 ENTIRE AGREEMENT; AMENDMENT

This Agreement and any Registration Form constitute the entire agreement among the parties with respect to the subject matter hereof and supersedes all prior oral and written understandings, communications, representations, agreements, or understanding,

with respect to such subject matter unless explicitly incorporated by reference. It is understood that any failure or delay by either party to enforce its rights, powers, or privileges hereunder, including, without limitation, strict performance of any provision of this Agreement, will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement. No waiver, modification, or amendment of this Agreement shall be valid unless in a writing properly executed by both parties.

### **11.3 SEVERABILITY**

If any provision of this Agreement is held invalid under any applicable law, held unlawful or otherwise ineffective, in whole or in part, by a court of competent jurisdiction, such invalidity, unlawfulness, and ineffectiveness will not affect any other provision of this SAAS Agreement that can be given effect without the invalid provision. In addition, the unenforceable provision shall be deemed modified to the limited extent required to permit its enforcement in a manner most closely representing the intention of the parties as expressed herein. Further, all terms of this Agreement will be deemed enforceable to the fullest extent permissible under applicable law.

### **11.4 GOVERNING LAW**

11.4.1 This Agreement shall be governed by and construed and enforced in accordance with the substantive laws of the State of Connecticut (as if it were made and performed in the State of Connecticut), excluding conflict of law principles and the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

11.4.2 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 nothing herein shall preclude VERIDIFY from instituting proceedings against the Registered-Party or anyone acting by, through or under the Registered-Party in any place that may have jurisdiction for the purpose of protecting and enforcing VERIDIFY's rights hereunder. In no event may the Registered-Party institute proceedings against VERIDIFY or anyone acting by, thru, or under VERIDIFY in any place other than in the United States of America. Each party agrees that any preliminary or final order or judgment issued against it shall be enforceable in the domestic court of such party and that such party promptly shall provide any consents or stipulations necessary to facilitate enforcement of such orders or judgments.

### **11.5 COMPLIANCE: EXPORT**

11.5.1 The Registered-Party hereby represents and warrants that it is and covenants to remain in compliance with all applicable laws, including the requirements of all applicable export laws and regulations, e.g., the U.S. Export Administration Regulations and International Trade in Traffic in Arms Regulations. Such requirements include, but are not limited to, obtaining all required authorizations or licenses for the export or re-export of any controlled item, product, article, commodity, software or

technology. The Registered-Party agrees to cooperate with VERIDIFY and assist in connection with its compliance with the above-mentioned regulations as such regulations apply to the Services, and such other information related thereto.

11.5.2 Without limiting the generality of the foregoing, the Registered-Party represents and warrants that it: (i) Has not been, and is not currently, debarred, suspended or otherwise prohibited or restricted from exporting, re-exporting, receiving, purchasing, processing or otherwise obtaining any item, product, article, commodity, software or technology regulated by any agency of the United States; (ii) Will not export or re-export any software or technology, or the direct product thereof, received from VERIDIFY under this Agreement, except in strict accordance with any applicable export regulations; and (iii) Is not located in a country that is subject to U.S. Government embargo, nor that the Registered-Party resides in a "Terrorist Supporting" country as designated by the U.S. Government, nor listed on any U.S. Government list of prohibited or restricted parties.

### **11.6 COMPLIANCE: ANTI-CORRUPTION**

The Registered-Party shall comply (and shall contractually obligate its affiliates, officers, directors, employees and contractors, subcontractors, agents and any person or entity acting on its behalf or under its control comply) with all applicable U.S. and international anti-corruption laws, and regulations, including, but not limited to, the U.S. Foreign Corrupt Practices Act (as amended) or any other applicable anti-bribery or anti-corruption law. No payments or transfers of value shall be made which have the purpose or effect of public or commercial bribery, acceptance or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining or retaining business or directing business to any person or entity. The Registered-Party shall cooperate fully with VERIDIFY's efforts to enforce the terms of this provision, including but not limited to providing, upon request (i) certification of compliance with this provision as signed by an authorized representative and (ii) reasonable cooperation with respect to any investigation relating to this provision.

### **11.7 COMPLIANCE: U.S. FEDERAL END USE**

11.7.1 If the Registered-Party is an agency of the United States government, the Services and Hosted Products qualify as "commercial items," as that term is defined in the Federal Acquisition Regulations ("FAR") (48 C.F.R. 2.101), consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in FAR12.212. Consistent with FAR12.212 and DoD FAR Supp. 227.7202-1 through 227.7202-4, and notwithstanding any other FAR or other contractual clause to the contrary in any agreement into which this Agreement maybe incorporated, Government end-user will acquire the Services and Hosted Products with only those rights set forth in this Agreement. Use of any Services are "commercial computer software" and "commercial software documentation," and constitutes acceptance of the rights and restrictions herein.

11.7.2 The Services and Hosted Products are provided with Restricted Rights. Use, duplication, or disclosure for or by the government of the United States, including without limitation any of its agencies or instrumentalities, is subject to restrictions set forth, as applicable: (i) In subparagraphs (a) through (d) of the Commercial Computer Software-Restricted Rights clause at FAR52.227-19; or (ii) In similar clauses in other regulations. The contractor or manufacturer is VERIDIFY. The Registered-Party shall not remove or deface any restricted rights notice or other legal notice appearing in connection with the Services and Hosted Products on any packaging or other media associated with the Services and Hosted Products.

**11.8 NOTICES**

Any notice required or permitted under the terms of this SAAS Agreement or required by law shall (unless otherwise provided) be in writing and shall be delivered in person, sent by registered mail or overnight courier as appropriate, properly posted and fully prepaid in an envelope properly addressed. Any such notice shall be in the English language and shall be considered to have been given at the time of actual delivery in person, or in any other event within fourteen days after it was mailed in the manner specified above.

**11.9 FORCE MAJEURE**

Neither party hereto shall be deemed to be in default of any provision of this Agreement or for any failure in the performance

required of such party hereunder to the extent caused by reason of a Force Majeure Event, and such occurrence actually impedes such party's ability to perform its duties; provided, however, in the case of any delay or failure that either party anticipates will cause an excusable delay hereunder, such party shall inform the other party by written notice of the anticipated effect of such delay; such written notice to include the steps that the notifying party is taking to alleviate the problem. Upon receipt of such notice, all obligations under this agreement shall be immediately suspended.

**11.10 ASSIGNMENT**

Neither party may assign or transfer this Agreement or any of its duties under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed; provided that either party may assign this Agreement in connection with a merger, acquisition, or change of control, or sale of all or substantially all of such party's assets. Any assignment or attempted assignment without the required prior written consent shall be void. The terms of this Agreement shall be binding upon and shall inure to the benefit of the successors and permitted assigns of the parties hereto.

**11.11 HEADINGS**

Section headings are for convenience only and shall not be considered a part of the terms and conditions of this Agreement.

**FOR AND ON BEHALF OF:  
VERIDIFY SECURITY INC.**

**By:** \_\_\_\_\_  
**Name:** Louis M. Parks  
**Title:** Chief Executive Officer  
**Date:** \_\_\_\_\_

**Address:** 100 Beard Sawmill Road, Suite 350  
Shelton, Connecticut 06484

**Telephone:** +1.203.227.3151  
**E-Mail** LParks@VERIDIFY.com

**FOR AND ON BEHALF OF THE BUSINESS PARTNER, AND  
AFFILIATES:** \_\_\_\_\_

**By:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

**Address:** \_\_\_\_\_  
\_\_\_\_\_

**Telephone:** \_\_\_\_\_  
**E-Mail** \_\_\_\_\_