

## Veryx Subscription-based End User License Agreement

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3.3. The Licensor retains all rights, title and interest in and to the Programs, including any upgrades or enhancements to the Programs.

3.4. Licensor shall not incur any obligations by virtue of this Agreement to provide any support or administrative services concerning the Programs, including access to any subsequent releases of the Programs, except as explicitly detailed in this Agreement.

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3.6. The Licensee acknowledges, and warrants the understanding, that use of the Programs for third party validation purposes, under a re-sale, lease or lend mode, commercial or non-commercial, is explicitly prohibited under the terms of this EULA. Violation of this clause will immediately void the license to use Programs and render Licensee liable for damages.

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4.3. Each Party represents and warrants that it will comply with all applicable international, national, state and local laws, ordinances, rules, regulations and orders, as amended from time to time ("Laws") applicable to such Party in its performance under this Agreement.

4.4. Each Party represents and warrants that: (a) it has full power and authority to enter in and perform this Agreement and that the execution and delivery of this Agreement has been duly authorized; and (b) this Agreement and such Party's performance hereunder will not breach any other agreement to which the Party is a party or is bound or violate any obligation owed by such Party to any third party.

4.5 EXCEPT FOR THE WARRANTIES SPECIFIED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, REGARDING THE LICENSED MATERIALS, SERVICES, LICENSEE MATERIALS AND LICENSEE DATA, AND EACH PARTY HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. Licensors does not warrant: (a) that the Licensed Materials will meet Licensee's requirements; or (b) that the operation of the Software will be uninterrupted or error free.

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### 5. INDEMNITY

#### 5.1. Infringement Indemnity

Licensor will defend and indemnify and hold Licensee employees, officers, and directors of Licensee harmless against a claim that Programs furnished and used within the scope of this Agreement misappropriate a trade secret or trademark, or infringe a copyright or patent, of any country which is a signatory to the Berne Convention or the Universal Copyright Convention and which has executed implementing legislation, provided that: (a) Licensee notifies Licensor promptly in writing its receipt of written notice of the claim; (b) Licensor has sole control of the defense and all related settlement negotiations; and (c) Licensee provides Licensor with reasonable assistance, information, and authority necessary to perform Licensor's obligations under this paragraph.

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In the event the Programs are held or are believed by Licensor to infringe, Licensor shall have the option, at its expense, to (a) modify the Programs to be non-infringing; (b) obtain for Licensee a license to continue using the Programs; or (c) terminate the license for the infringing Programs and refund the license fees paid for those Programs. As of the Effective Date of this Agreement, to the best of Licensor's knowledge, there exist no claims or encumbrances which, in Licensor's opinion, would preclude Licensee's right to use the Programs in accordance with this

Agreement. This Paragraph 5.1 states Licensor's entire liability and Licensee's exclusive remedy for infringement.

Licensor's obligations under this Paragraph shall survive termination or expiration of this Agreement or the relevant Program license only for claims of infringement in which the claimed infringement is alleged to have occurred during the term of this Agreement or the relevant Program license.

5.2. Indemnification by Licensee. Licensee shall defend, indemnify and hold harmless Licensor and its officers, directors, employees, shareholders, customers, successors and assigns from and against any and all loss, damage, settlement, costs or expense (including legal expenses), as incurred, resulting from, or arising out of (i) any claim which alleges that the Licensee's product infringes upon, misappropriates or violates any issued patents, copyrights, trademarks or trade secret rights or other proprietary rights of persons, firms or entities who are not parties to this Agreement where such unlawful activity is completely independent of the Programs and (ii) any claim relating to negligence, misrepresentation, intentional misconduct, error or omission by Licensee.

5.3. Trial Use of the Programs. Licensee may order certain programs for trial, nonproduction purposes subject to the terms and conditions of the agreement. Programs acquired for trial purposes are provided "as is" and Licensor does not offer any warranties for such services.

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## 6. CONFIDENTIALITY

6.1. The Licensee undertakes to keep confidential all information contained in or otherwise received from the Licensor in connection with the Programs. "Confidential Information" means any nonpublic information directly or indirectly disclosed by either Party (the "Disclosing Party") to the other Party (the "Receiving Party") or accessible to the Receiving Party pursuant to this Agreement that is designated as confidential or that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential, including without limitation technical data, trade secrets, know-how, research, inventions, processes, designs, drawings, strategic roadmaps, product plans, product designs and architecture, security information, marketing plans, pricing and cost information, marketing and promotional activities, business plans, customer and supplier information, employee and User information, business and marketing plans, and business processes, and other technical, financial or business information, and any third party information that the Disclosing Party is required to maintain as confidential. Confidential Information will not, however, include any information which: (a) was publicly known or made generally available to the public prior to the time of disclosure; (b) becomes publicly known or made generally available after disclosure through no

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The Parties will maintain as confidential and will avoid disclosure and unauthorized use of Confidential Information of the other Party using reasonable precautions. Each Party will protect such Confidential Information with the same degree of care that a prudent person would exercise to protect its own confidential information of a like nature, and to prevent the unauthorized, negligent, or inadvertent use, disclosure, or publication thereof or access thereto. Each Party will restrict Confidential Information to individuals who need to know such Confidential Information and who are bound to confidentiality obligations at least as protective as the restrictions described in this Section 6. Except as necessary for the proper use of the Software, the exercise of a Party's rights under this Agreement, performance of a Party's obligations under this Agreement or as otherwise permitted under this Agreement, neither Party will use Confidential Information of the other Party for any purpose except in fulfilling its obligations or exercising its rights under this Agreement. Each Party will promptly notify the other Party if it becomes aware of any unauthorized use or disclosure of the other Party's Confidential Information, and reasonably cooperate with the other Party in attempts to limit disclosure.

6.2. The Licensee shall protect the Confidential Information with the same degree of care as it normally uses in the protection of its own confidential and proprietary information, but in no case with any lesser degree than reasonable care.

### 6.3 AGREEMENT NOT TO DISCLOSE

The information, materials and software exchanged by the parties hereunder or under the License, including the terms and conditions, and Confidential Information identified herein,, shall not be disclosed to a third party unless required by law.

### 7. LIMITATION OF LIABILITY

IN NO EVENT SHALL THE LICENSOR BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE LOSSES OR DAMAGES OF ANY KIND WHATSOEVER AND HOWSOEVER CAUSED, WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, INCLUDING (WITHOUT LIMITATION) LOSS OF PRODUCTION, LOSS OF OR CORRUPTION TO DATA, LOSS OF PROFITS OR OF CONTRACTS, LOSS OF OPERATION TIME AND LOSS OF GOODWILL OR ANTICIPATED SAVINGS. The parties acknowledge that they have relied upon the limitations set forth in this Clause in determining whether to enter into this agreement. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE TOTAL DOLLAR LIABILITY OF EITHER PARTY UNDER THIS AGREEMENT OR OTHERWISE SHALL BE LIMITED TO THE TOTAL LICENSE FEES PAID BY LICENSEE TO LICENSOR OVER THE PREVIOUS 12 MONTHS.

## 8. TERM AND TERMINATION

8.1. The term of this agreement shall continue in full force and effect until conclusion of the Subscription, unless terminated earlier by either Party as provided by this Agreement.

8.2. The term of this agreement shall automatically extend to the next term as long as Subscription is still active and the fees will be payable.

8.3. If Licensee wishes to end usage of the Program and not renew further terms, then the Licensee should end the Subscription. If the Subscription is terminated before the completion of a term, Licensee will be charged pro-rated fees based on the minimum whole unit of usage.

8.4. The License granted pursuant to Clause 2.3 of this Agreement can be terminated by the Licensor with a written notice upon the occurrence of any one of the following events:

8.4.1. the Licensee or any of its Affiliates breaches any of the terms hereof or uses the Programs outside the scope of the license granted hereunder; or

8.4.2. the Licensee fails to fulfill its commercial obligations under this agreement.

8.5. None of the parties shall have the right to recover damages or to indemnification of any nature, whether by way of lost profits, expenditures for promotion, payment for goodwill or otherwise made in connection with the business contemplated by this Agreement, due to the expiration or permitted or lawful termination of this Agreement. EACH PARTY WAIVES AND RELEASES THE OTHER FROM ANY CLAIM TO COMPENSATION OR INDEMNITY FOR THE TERMINATION OF THE BUSINESS RELATIONSHIP UNLESS TERMINATION IS IN MATERIAL BREACH OF THIS AGREEMENT.

8.6. CLAUSES 2, 6 AND 7 WILL SURVIVE THE TERMINATION OF THE AGREEMENT.

## 9. LICENSEE DATA AND MATERIALS.

9.1 Licensee is and will continue to be the sole and exclusive owner of all Licensee Materials, Licensee Data and other Confidential Information of Licensee, including all Proprietary Rights therein. Nothing in this Agreement will be construed or interpreted as granting to Licensor any rights of ownership or any other proprietary rights in or to the Licensee Data and Licensee Materials.

9.2. Licensee will obtain all necessary consents, authorizations and rights and provide all necessary notifications in order to provide Licensee Data to Licensor and for Licensor to use Licensee Data in the performance of its obligations in accordance with the terms and condition of this Agreement.

9.3 Licensor collects Product Usage Details for its own analytics purposes and for improving customer experience of its Products. Licensee understands and acknowledges that collection of Usage Details is enabled by default and that it needs to be disabled through the Software's user interface to prevent Licensor from collecting Usage Details.

## 10. FORCE MAJEURE

Neither party shall be liable to the other for delays or failures in performance resulting from causes beyond the reasonable control of that party, including, but not limited to, acts of God,



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Grant of License is made to Licensee and is not transferable except when the Licensee's business is acquired, merged or spun off as an independent entity. Licensee will provide Licensor of the details of such acquisition, merger or spin-off along with a request for the assignment of the License granted prior to the actual date of such action. Licensor will promptly provide such assignment in writing, provided the new entity seeking assignment is not a competitive entity in direct competition with the Licensor. The Licensee acknowledges, and warrants the understanding, that use of the Programs for third party validation purposes, under a re-sale, lease or lend mode, commercial or non-commercial, is explicitly prohibited under the terms of this EULA. Violation of this clause will immediately void the license to use Programs and render Licensee liable for damages.

#### 12. FEES AND TAXES

Licensee agrees to pay for all programs ordered as set forth in the product listing in the AWS marketplace. All fees due under the agreement are non-cancelable and the sums paid nonrefundable. Licensee agrees to pay any sales, value-added or other similar taxes imposed by applicable law that Licensor must pay based on the programs ordered, except for taxes based on Licensor's income. Fees for programs listed are exclusive of taxes and expenses. All amounts listed are due and payable in advance of the Term.

#### 13. SUPPORT

Licensor will extend support through e-mail, phone and web throughout the period of Subscription of the Software. All updates and enhancements during the Subscription period will be provided free of cost.

#### 14. EXPORT LAWS

Each Party will comply with all applicable customs and export control laws and regulations of the United States and/or such other country, in the case of Licensee, where Licensee or its Users use the Software, and in the case of Licensor, where Licensor provides the Software. Each Party certifies that it and its Personnel are not on any of the relevant U.S. Government Lists of prohibited persons, including but not limited to the Treasury Department's List of Specially Designated Nationals and the Commerce Department's list of Denied Persons.

#### 15. NOTICES

Any notice required or permitted to be given by either party under this Agreement shall be in writing and shall be delivered by email and by a physical mail delivery service (registered or certified) to:

Veryx Technologies Inc.  
Attn: Legal Team  
1 International Plaza, #550  
Philadelphia, PA 19113

Email: legal@veryxtech.com

#### 16. SEVERABILITY

If for any reason a court of competent jurisdiction finds any provision of this Agreement to be unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this Agreement will continue in full force and effect.

#### 17. WAIVER AND MODIFICATIONS

Failure by either party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. Any waiver, amendment or other modification of any provision of this Agreement will be effective only if in writing and signed by the parties.

#### 18. COMPELLED DISCLOSURE

If and to the extent required by law, including regulatory requirements, discovery request, subpoena, court order or governmental action, the Receiving Party may disclose or produce Confidential Information but will give reasonable prior notice (and where prior notice is not permitted by applicable Law, notice will be given as soon as the Receiving Party is legally permitted) to the Disclosing Party to permit the Disclosing Party to intervene and to request protective orders or confidential treatment therefor or other appropriate remedy regarding such disclosure. Disclosure of any Confidential Information pursuant to any legal requirement will not be deemed to render it non-confidential, and the Receiving Party's obligations with respect to Confidential Information of the Disclosing Party will not be changed or lessened by virtue of any such disclosure.

#### 19. ENTIRE AGREEMENT

This Agreement, including all Exhibits and Appendices which are incorporated herein by reference, constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes and replaces all prior and contemporaneous understandings or agreements, written or oral, regarding such subject matter.

#### 20. GOVERNING LAW

This Agreement will be governed in all respects by the laws of California USA without reference to any choice of laws provisions. Any legal proceeding arising out of breach of this agreement will be held in Santa Clara County, California.