

SUBSCRIPTION END-USER LICENSE AND SERVICES AGREEMENT

This subscription software end-user license and services agreement (“Agreement”) is made effective as of the date this Agreement is accepted by Licensee (“Effective Date”) by and between:

Protegrity USA, Inc., a Delaware corporation (“Licensor”), with its principal office at 2150 Post Road, Suite 300, Fairfield, CT 06824, USA and the counterparty who is agreeing to these terms and conditions and receiving a license to the Software (“Licensee”).

ANY AND ALL USE OF PROTEGRITY’S SOFTWARE AND SERVICE PROVIDED UNDER THIS AGREEMENT ARE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. Grant of Subscription License

Licensor hereby grants to Licensee a non-exclusive, non-transferable, non-sublicensable Subscription License as identified in the respective Exhibit A or an order form to the Software stated in the respective Exhibit A or an order form, for use in Licensee’s internal operations during the Subscription Term in accordance with the license metrics and usage metrics set forth in the respective Exhibit A or an order form and for deployment within the designated Licensed Site(s) set forth in the respective Exhibit A or an order form.

Any and all use of the Software is subject to the terms and conditions of this Agreement, any exhibits and appendices hereto, and Licensee’s compliance thereto.

2. Purchase of Additional Subscription Licenses

Should Licensee purchase additional Subscription Licenses in the future, such purchases shall be set forth in an additional Exhibit A or order form to be executed by the parties, subject to the terms and conditions of this Agreement.

3. Restrictions

Licensee agrees not to make and shall not cause to make any unauthorized copies, modify reverse-engineer, decompile or disassemble any Software or Deliverables or create or cause to create any derivative works thereof. Licensee shall not remove or obscure and shall retain in the Software and any copy thereof, any copyright, trademark, patent or other proprietary rights notice that appears thereon. Licensee is not authorized to: use any Software or Deliverables as an application service provider, service bureau or otherwise make any Software available for use by third parties, except for service providers used by Licensee solely in connection with outsourced operations for the sole benefit of Licensee in compliance with this Agreement, or embed or integrate the Software or any of its features and functionalities in Licensee’s products and/or applications for sale or licensing to third parties, or to be operated anywhere else than in Licensee’s internal systems. For the avoidance of doubt, the Software or Deliverables shall not be made available for resale, sublicensing or distribution or service offerings which provide the Software (including its tokens, encryption keys or de-identified data etc.) or Deliverables on a standalone basis to third parties.

Each Subscription License is restricted to Licensee’s operations (“Licensee’s Operations”) (i) as it exists on the effective date of the respective Exhibit A and (ii) changes to exist as a result of (x) unlimited organic growth of Licensee’s Operations, and (y) growth through acquisitions by no more than twenty percent (20%) of the total annual revenue of Licensee’s Operations during the respective Subscription Term set forth on the respective Exhibit A (“Growth through Acquisition”). Should Licensee’s Operations grow beyond the Growth through

Acquisition, use and deployment of the Software by the acquired business having caused the growth of the total annual revenue of Licensee by more than twenty percent (20%) may be subject to additional license fees as may be agreed between the parties in writing.

Further should Licensee purchase a Subscription License and Licensee is (a) acquired by a third party, (b) the majority of the assets of Licensee Operations is sold to a third party, or (c) Licensee and/or any part of Licensee's Operations is sold to a third party, then any and all use of Software licenses in the sold or merged operations shall be limited to the scope of said business which prior to the respective transaction was a part of Licensee's Operations (i.e. use of the licenses subject to the Subscription License shall not extend to the third party).

4. Software Dependencies

Licensee understands and acknowledges that use of third party developed software, hardware, virtual hardware, or other devices, including but not limited to servers, operating systems and database software, may be required for use of the Software, Deliverables or services provided by Licensor. Licensee further acknowledges that Licensor does not provide such third party products and that Licensor is not responsible for acquisition, deployment, installation, and/or configuration and/or maintenance and/or support for such third party products.

5. Security and Reports

Licensee agrees to take all reasonable steps to prevent unauthorized access to and use of any Software, services and Deliverables. Licensee agrees to allow Licensor, to audit Licensee's compliance with these license terms, during normal business hours no more than once per year and without unreasonable disturbance to Licensee's operations. Additionally, during the Subscription Term, Licensee agrees that upon Licensor's request, Licensee shall produce report(s) which include the license metrics and usage metrics of the Software deployed by Licensee and shall confirm Licensee's compliance with the terms of this Agreement and any respective Exhibits.

6. Delivery of Software

Software will be delivered solely by means of making it available to Licensee via electronic provisioning.

7. Ownership of Intellectual Property

Licensor and its licensor, Protegrity Corporation, retain full ownership of all Software, services and its Deliverables and all intellectual property therein and provided in connection with this Agreement. This Agreement does not provide Licensee any rights or licenses to Licensor's and its licensor's intellectual property beyond the use of the Software, services and Deliverables "As is" and in accordance with this Agreement.

8. Professional Services

Licensor offers consulting and training services relating to installation, deployment and use of the Software (all of which are referred to as "Professional Services"). If Licensor provides Professional Services to Licensee, Licensor shall perform all Professional Services in a professional and workmanlike manner.

Licensor's Professional Services may be consumed during Licensor's standard business days (e.g. excluding any public holidays and Saturday and Sunday), unless otherwise mutually agreed in writing between the parties. The parties shall mutually agree on the timeline for performance of any such Professional Services.

Licensor shall at its sole discretion select and designate one or more of Licensor's qualified consultants to each respective Professional Services engagement. Licensor reserves the right to substitute any of its consultants in any engagement at any time, subject to each substitute having proper qualifications and skills needed to perform the tasks of the engagement. Licensor may use outside contractors having adequate qualifications and skills to perform the consulting work for Licensee; however, Licensor shall remain responsible for the supervision,

timeliness, and quality of the work of all such contractors and for all compensation to such contractors. Should the Licensee on reasonable grounds request substitution of any one of Licensor's consultants, Licensor agrees to replace such individual by another consultant as soon as reasonably possible.

Should Licensor provide Licensee any Deliverables in connection with a Professional Services engagement, Licensor hereby grants to Licensee a license to use, reproduce and display such Deliverables and such pre-existing intellectual property contained within the Professional Services and Deliverables solely within Licensee's internal operations in connection with the Professional Services and Licensee's use of the Software during its respective Subscription Term for such Licenses.

Any and all engagements for enhancement and/or software customization services shall be subject to a separate written agreement, to be executed by the parties.

9. Maintenance and Support Service

Maintenance and Support is included in the annual license fees for the Subscription License. Maintenance and Support is subject to Licensor's then current standard terms and conditions for such service, which may be updated from time to time with or without notice.

10. Fees

Unless otherwise set forth in a respective Exhibit A, Order Form, or SOW, Licensee agrees to pay all fees due under this Agreement and/or respective Exhibit A or respective SOW within thirty (30) days of each respective invoice. Unless otherwise set forth in a respective Exhibit A, the initial annual license fee for a Subscription License will be invoiced when the initial Software under each respective Exhibit A has been made available to Licensee for downloading. Any subsequent annual license fee for the Subscription License shall be invoiced at least thirty (30) days prior to the anniversary date of the start date of each annual period within the Subscription Term and due prior to the respective anniversary date. All Professional Services will be invoiced in accordance with the terms set forth in this Agreement or in the respective SOW.

Licensee shall also be responsible for paying all reasonable travel and expenses, including hotel and meals expenses, incurred by Licensor's consultants while working on, or traveling to and from the Licensee's location. Licensor will submit its invoice to Licensee for such expenses on monthly basis and payment is due from Licensee within thirty (30) days after Licensee's receipt of each invoice.

Should Licensee fail to timely make payment for fees due under this Agreement Licensee will be considered in default, and Licensor shall be entitled to recover any costs of collection, including reasonable attorneys' fees, costs and expenses, incurred in recovering any amounts due under this Agreement.

11. Taxes

Licensee agrees to pay any and all sales or other indirect taxes, customs, duties and other similar charges against Licensor arising from the sale or delivery of the Licenses, Maintenance and Support, and/or Professional Services covered by each respective Exhibit A or SOW.

12. Limited Warranty

TO THE EXTENT PERMITTED BY LAW, LICENSOR DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE SOFTWARE, SERVICES AND DELIVERABLES ARE LICENSED AND/OR PROVIDED "AS IS", WITHOUT ANY WARRANTIES OTHER THAN THE LIMITED WARRANTIES EXPRESSLY STATED IN THESE TERMS AND CONDITIONS.

13. Indemnity

Subject to Licensee having a valid License in effect for the respective Software, Licensor will defend and indemnify Licensee for legal claims brought by a third party against Licensee alleging that the Software, any part thereof, infringes any patents, copyright, trademark or trade secret of a third party in effect in the country where the Licensed Site is located. Licensee agrees to reasonably cooperate with Licensor in the defense or settlement of such claims and to allow Licensor to assume sole control over all actions needed for defending Licensee against such claims. Licensee shall have the right to participate in such claim at its sole cost and expense. The foregoing indemnity is conditioned upon Licensee notifying Licensor promptly in writing of such claim, provided, however, that the failure of Licensee to give Licensor such written notice will not relieve Licensor of its obligations hereunder except to the extent such failure materially prejudices (or results in material prejudice to) Licensor's defense of such claim.

If the Software is held by a court of competent jurisdiction to constitute infringement and its use is enjoined, Licensor shall at its sole discretion either promptly procure the right for Licensee to continue using the Software or promptly replace or modify the infringing Software so that it becomes non-infringing.

Licensor's liability is limited to the extent that there is (i) a modification of the Software by anyone other than Licensor or without Licensor's prior written consent where, but for such modification, there would be no infringement; (ii) a combination of the Software with any third party software or hardware where such combination is the cause of such infringement and such combination is not pursuant to Licensor's guidance; or (iii) use of a version of Software other than the then current version if infringement would have been avoided with the use of the then current version.

14. LIMITATION OF LIABILITIES

LICENSOR (AND ITS LICENSOR) SHALL NOT BE LIABLE TO LICENSEE IN CONNECTION WITH THIS AGREEMENT FOR (A) LOSS OF ACTUAL OR ANTICIPATED PROFIT, (B) LOSSES CAUSED BY BUSINESS INTERRUPTION, (C) LOSS OF GOODWILL OR REPUTATION, (D) LOSS OF OR CORRUPTION OF DATA, OR (E) ANY INDIRECT, PUNITIVE, EXEMPLARY, MULTIPLE, SPECIAL, OR CONSEQUENTIAL COST, EXPENSE, LOSS OR DAMAGE, EVEN IF SUCH COST, EXPENSE, LOSS OR DAMAGE WAS REASONABLY FORESEEABLE OR MIGHT REASONABLY HAVE BEEN CONTEMPLATED BY THE PARTIES AND WHETHER ARISING FROM BREACH OF CONTRACT, TORT, NEGLIGENCE, BREACH OF STATUTORY DUTY OR OTHERWISE.

THE MAXIMUM LIABILITY OF LICENSOR (AND ITS LICENSOR) UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL IN AGGREGATE BE LIMITED TO THE LOWER OF (A) THE AMOUNT OF FEES FOR THE RESPECTIVE EXHIBIT A OR SOW OR (B) ONE MILLION U.S. DOLLARS.

NOTWITHSTANDING THE ABOVE, LICENSOR SHALL NOT BE LIABLE TO LICENSEE TO THE EXTENT THAT A CLAIM ARISES FROM LICENSEE'S WILLFUL MISCONDUCT OR GROSS NEGLIGENCE.

15. Confidentiality

The parties hereby acknowledge and agree that each party may be provided with or given access to the other party's Confidential Information. The Recipient shall employ the same degree of care in preventing the disclosure of the Confidential Information to a third party (or parties) as it uses with regard to its own Confidential Information of similar importance, provided that in no event shall the Recipient employ less than a reasonable degree of care. The Recipient shall disclose Confidential Information of the other party only to employees and consultants who have a need to know the Confidential Information for purposes of performing or exercising the rights granted under this Agreement and shall use Confidential Information of the other party only for such

purposes, provided however, that in each case, the Recipient shall ensure that every person to whom such disclosure is made is bound by obligations of confidentiality that are materially no less restrictive than those set forth in this clause and is liable for any unauthorized use or disclosure. Confidential Information shall not include, and neither party shall have any obligation of confidentiality with respect to information to the extent that it (a) is in, or comes into the public domain (except as a result of a breach of this provision); (b) is received without obligation of confidentiality by the Recipient from a third party not under an obligation of confidentiality with respect thereto; or (c) is independently developed by the Recipient without access to the Confidential Information of the Discloser. Recipient may, if ordered to do so by a regulatory authority with jurisdiction over it or if it is required to be disclosed by the Recipient under operation of law, court order, or other valid legal process, disclose the Confidential Information of the Discloser to such regulatory authority or other recipient, provided sufficient written notice is given to the Discloser prior to such disclosure to enable Discloser to seek an order limiting or precluding such disclosure.

Promptly upon termination of this Agreement, or at any time upon Discloser's request, Recipient shall promptly, at Discloser's option, either return or destroy all or any part of the Confidential Information, and all copies thereof and other materials containing such Confidential Information, and Recipient shall, upon Discloser's written request, certify in writing its compliance with the foregoing. Notwithstanding the foregoing, Recipient may keep a copy of Discloser's Confidential Information to comply with applicable law, rules and regulatory purposes, and/or for archival purposes, so long as such retained Confidential Information remains subject to the obligations of confidentiality set forth herein for as long as such Confidential Information is retained.

The parties acknowledge that in the event of a breach of this section, damages may not be an adequate remedy and either party shall be entitled to seek injunctive relief to restrain any such breach, threatened or actual, in addition to any other rights and remedies available to such party under this Agreement or at law or in equity.

16. Assignments

The Licenses, Deliverables, and services and this Agreement are not assignable without the prior written approval of Licensor. Licensor may assign this Agreement and its respective Exhibits and/or SOWs to an affiliate of Licensor, or in the event of a merger of Licensor, acquisition of the majority of Licensor's voting stock, or sale of substantially all of Licensor's assets without Licensee's written consent.

17. Amendments

All changes to these terms and conditions of this Agreement shall be made in written amendments signed by both parties.

18. Entire Agreement

This Agreement, including its exhibits, comprise the entire agreement between the parties on the subject matter. No additional terms in a separate order form or any other documents shall have any effect, unless set forth in a written agreement executed by the parties.

19. Severability

If any provision of this Agreement is found to be illegal or unenforceable, such portion will be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law, and the remainder of this Agreement will remain in full force and effect.

20. Publicity

Neither party will make any press release or other public announcement regarding this Agreement without the other party's express prior written consent, except as required under applicable law or by any governmental

agency and reference, in which case the party required to make the press release or public disclosure shall use commercially reasonable efforts to obtain the approval of the other party as to the form, nature and extent of the press release or public announcement prior to issuing the press release or making the public announcement; however, Licensor may use Licensee's name and logo in its sales presentations and marketing vehicles and activities. Upon execution of this Agreement, the parties hereby agree to work together to publish a written case study, the terms of which shall be mutually agreed by the parties.

21. Governing Law

Unless expressly agreed in a document signed by authorized representatives of each party to this Agreement, the Licenses, services and Deliverables shall be governed by the laws of the state of Delaware and Licensee consents to the exclusive jurisdiction and venue in either the state or United States federal courts in the state of Delaware.

22. Export Laws & Compliance with Laws

The Software and Deliverables granted to Licensee are subject to the export laws and regulations of the United States and all import regulations of such other countries where the authorized Licensed Sites are located. Licensee shall comply with all applicable export laws and regulations as well as import obligations laws and duties in connection with its use of the Software and/or Deliverables. Licensee further represents and warrants that it is not and will not be owned or controlled by any person or entity identified on the U.S. Department of Commerce Bureau of Industry ("BIS") Entity List, BIS Denied Parties List, or the Specially Designated Nationals List administered by the U.S. Department of Treasury Office of Foreign Assets Control, and Licensee warrants that the Software and Deliverables will be not be used in any end-use prohibited under the Export Administration Regulations, including without limitation, in the design or manufacture of chemical, biological, nuclear weapons (weapons of mass destruction) or missile systems. Licensee further agrees to comply with all such applicable laws and regulations regarding the Software, services and Deliverables.

Both parties agree it shall, and shall be responsible for ensuring that its affiliates, directors, officers, employees, agents, or representatives, including without limitation independent attorney's financial advisers, analysts and independent accountants ("Representatives") and subcontractors shall, perform all of their obligations under this Agreement in compliance with all labor and employment laws applicable to that party in the jurisdictions in which it or its Representatives, or subcontractors conduct business including without limitation those that address child labor, forced labor, slavery, human trafficking, equal pay and nondiscrimination in the workforce. Both parties shall not engage in or encourage others to engage in human trafficking or the use of child labor, forced labor or slavery. If a party becomes aware of a breach of this obligation, it shall promptly notify the other party in writing. Violation of this section will be considered a material breach of the Agreement resulting in immediate termination. Both parties represent and warrant that at the date of this Agreement and during the pendency of the Agreement that neither party, its Representatives, or subcontractors have (1) been convicted of any offence involving slavery or human trafficking; and (2) to the best of its knowledge, have been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking.

23. Termination

23.1 End of Term

Licensee's right and license to use the Software and Deliverables licensed under a respective Exhibit A shall end upon expiration of the Subscription Term for the respective Exhibit A. Upon such expiration Licensee shall discontinue use of any and all respective Software except Licensee shall have one (1) month from expiration of the Subscription Term to decrypt and/or detokenize any data encrypted and/or tokenized during the Subscription

Term. Any additional decryption or detokenization after the one (1) month period shall be subject to an additional fee as mutually agreed upon by the parties.

23.2 Termination for Material Breach

Each party shall have the right to terminate this Agreement, SOW or an Exhibit A with immediate effect on giving written notice to the other party if the other party breaches any material provision of the terms and conditions of this Agreement, and that material breach is either not capable of being remedied, or the party fails to remedy within thirty (30) days after receiving written notice of such breach.

- (a) If Licensor terminates this Agreement, a respective Exhibit A, and/or a SOW as a result of a material breach by Licensee, Licensee shall upon such termination discontinue all use of the respective Software, and/or the Deliverables immediately, and permanently remove all copies from its systems and destroy all copies of the respective Software and/or Deliverables.
- (b) Should the material breach be due to Licensor, subject to Licensee's compliance with the terms and conditions of this Agreement, Licensee shall (1) be permitted to continue to use the Software and Deliverables until the end of the Subscription Term subject to Licensee's continued payment of the agreed license fees and its compliance with the terms and conditions of this Agreement if material breach is related to the License; or (2) continue to allow Licensor to perform the remaining services set forth in a respective SOW if the material breach is related to the SOW.

24. Conflict

If there is a conflict between this Agreement and any Exhibit A, Order Form and/or SOW, the terms of the respective Exhibit A, Order Form and/or SOW shall govern.

25. Survival

Those clauses intended to survive shall survive termination of this Agreement.

26. Non-Solicitation

During the term of this Agreement and for a one (1) year period thereafter, Licensee will not directly or indirectly solicit for employment or hire as an independent contractor any employee or independent contractor of Licensor, or any former employee or independent contractor of Licensor within a one (1) year period following termination of employment or status as an independent contractor. The foregoing restrictions shall not apply to general solicitations by means of non-targeted searches (i.e. the advertisement of employment opportunities on internet sites).

27. Definitions

"Confidential Information" means information which is disclosed verbally, in writing or in other tangible form, that is proprietary and confidential to the party including, without limitation, information relating to a party's software, documentation, technology, management, business operations and plans, organizational structure, policies, procedures, business relationships and clients.

"Deliverable" means any work product produced and delivered under the Professional Services.

"Discloser" means the party disclosing the Confidential Information.

"Documentation" means the configuration, installation, technical specification and user manuals made available to Licensee by Licensor.

"License" or "Subscription License" means a license to use the Software for the designated subscription identified and further supplemented in the respective Exhibit A.

"Licensed Site" means the site(s) where Licensee may install the Software, which is designated in the respective Exhibit A.

“Maintenance and Support” means the maintenance and support services provided by Licensor to Licensee to maintain and support the Software.

“Professional Services” means Licensor’s consulting and training services provided to Licensee.

“Recipient” means the party receiving the Confidential Information.

“Software” means Licensor’s software products for which Licensee has a valid license and is set forth in a respective Exhibit A or order form, which consist of the executables, objects, configuration files, libraries, scripts and byte codes in such form as made available for downloading or electronically provisioned to Licensee by Licensor.

“Statement of Work” or **“SOW”** means the terms and conditions relating to the respective Professional Services engagement.

“Subscription Term” means the term during which Licensee may use the Software and/or Deliverables which is set forth in the respective Exhibit A or order form.