UBIQ DATA ENCRYPTION PLATFORM SUBSCRIPTION AGREEMENT

Unless the Parties have otherwise previously agreed to a volume-based subscription agreement, this Agreement applies.

THIS UBIQ PLATFORM SUBSCRIPTION AGREEMENT, together with any related transaction documentation (together, the "**Agreement**"), contains the entire terms and conditions under which Ubiq Security, Inc. ("**Ubiq**") grants the accessing person or entity (either, "**Client**") access to and use of Ubiq's Data Encryption Platform (such computer software applications, tools, application programming interfaces, and connectors provided by Ubiq as its online data encryption platform as a service offering, together with the programs, networks, and equipment that Ubiq uses to make such platform available to Client, the "**Ubiq Platform**") solely for the purposes of protecting Client's digital data, and for no other purpose (such access and use, the "**Subscription**"). Client agrees to be bound by the Agreement upon the earlier of accessing the Ubiq Platform or executing any transaction documentation related to the Ubiq Platform, and any person or entity so doing represents possession of the requisite legal authority to bind, and so does bind, Client. No access to or use of the Ubiq Platform is authorized except under the terms and conditions of the Agreement. Unless stated otherwise herein, in the event of any conflict between this Ubiq Platform Subscription Agreement and the terms of any transaction documentation, the terms of the transaction documentation shall prevail only in reference to that particular transaction. In consideration of the mutual promises contained herein, Ubiq and Client agree as follows:

1. Grant of Subscription; Limitations. Subject to the provisions of the Agreement, Ubiq grants Client a non-exclusive, non-transferrable, royalty-free, worldwide (except as prohibited by law) license to access and use, and to allow its authorized users to access and use, the Ubiq Platform solely for the purposes of protecting its own digital data, and for no other purpose, during the term of the Agreement. Client is solely responsible for maintaining the status of its users

and their compliance with the Agreement and remains responsible for all activities, acts and omissions arising from or related to the Subscription by its users. The Subscription requires internet access, for which Client is solely responsible. Because the Ubiq Platform is designed to be extensible to multiple third-party technologies and standards, and in order to address data encryption security requirements, all of which may evolve over time, Client is solely responsible for the provision, development, implementation, operation, support, maintenance, and security of its own computer software code to enable interoperability between Client's applications and the Ubiq Platform as well as any and all applications and/or web-based services developed, accessed, or used (including application programming interfaces) relative to the Ubiq Platform. Client must comply, and shall ensure that its users comply, with any policies published by Ubiq relative to the Ubiq Platform. Ubiq reserves the right, in its sole discretion, to modify the Ubiq Platform as it deems necessary to reflect improvements in technology, applicable or pending legislation or litigation, vulnerability remediation, and/or data encryption best practices, upon reasonable advance notice to Client which may be made through the Ubiq Platform. In the event any such modification represents a significant material degradation in the performance of the Ubiq Platform, and except in the case of modifications related to changes in applicable law, changes in third-party certification requirements, and/or actual or anticipated security vulnerabilities, Client may, upon written Notice to Ubiq received no later than thirty (30) days after the implementation of such modification, terminate its Subscription and receive a pro-rated refund of any amounts pre-paid; otherwise, such modifications shall be deemed accepted by Client. In the event such modifications require Client to implement updates to the Ubiq Platform, or to its own computer software code or that of any third-party, Client shall promptly implement such updates at its sole cost and expense, and its failure to do so shall void all warranties and remedies relative to the Ubiq Platform, and Ubiq shall have no liability to Client for any losses or damages whatsoever related to or arising from such failure. Notwithstanding the grant herein, Client shall not directly or indirectly: (a) integrate the Ubiq Platform into any other products or materials and/or adapt, implement or otherwise exploit the Ubiq Platform to develop, create, produce, sell, or otherwise distribute any products or items not contemplated herein; (b) prepare, develop, make or have made, sell, or otherwise distribute any derivative works based upon the Ubiq Platform; (c) decompile, disassemble, merge, translate, modify, decrypt, reverse

engineer, or otherwise reduce to human-readable form any portions of the Ubiq Platform; (d) share, rent, lease, or grant any sublicenses to the Ubiq Platform; (f) disable, circumvent, or otherwise interfere with, or attempt to disable, circumvent or otherwise interfere with, any access control process or procedure related to the Ubiq Platform; (g) reproduce the Ubiq Platform; (h) fail to comply with the laws and regulations of the United States and other applicable jurisdictions relative to the Ubiq Platform restricting the import, export, re-export, transfer, or release to certain entities or destinations, of the Ubiq Platform; (i) use the Ubiq Platform beyond the restrictions and limitations permitted herein or in any ways that are unlawful, malicious, or in violation in any laws or any third party proprietary or property rights, (j) disable or circumvent any access control or related device, process, or procedure established with respect to the Ubiq Platform, (k) solicit, access, or use, or attempt to solicit, access, or use, the credentials of any third party, (l) "frame" or "mirror" any portion of the Ubiq Platform; (m) use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, "data mine," or in any way reproduce or circumvent the navigational structure or presentation of the Ubiq Platform; and/or (n) probe, scan, or test the vulnerability of the Ubiq Platform, nor breach the security or authentication measures of the Ubiq Platform, or take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Ubiq Platform, including any denial of service attack, load testing, or penetration testing. For the avoidance of doubt, all restrictions specified herein apply to all components of the Ubiq Platform and to all of Client's users of the Ubiq Platform. Notwithstanding anything to the contrary in this Agreement, all rights, title, and interest not specifically granted to Client herein shall be reserved to, and remain always with, Ubiq, including any and all intellectual property and ownership rights.

2. Client Data. Client is solely responsible for the accuracy, quality, and integrity of all data, in any form whatsoever, input by its users into the Ubiq Platform ("**Client Data**"), and, except as required by law, Ubiq shall have neither responsibility nor liability for the protection, backup, redundancy, loss, confidentiality, or security of any Client Data. Client is solely liable for the inclusion or exclusion of any personally identifiable information, or other sensitive information, if any, within the Client Data, as well as for ensuring that all Client Data complies with all applicable legal, regulatory, and all other restrictions. Client voluntarily elects to input any Client Data into the Ubiq Platform and accepts (and fully indemnifies

and holds Ubiq harmless from) all liability for such input and its consequences, and further represents and covenants that Client has obtained all necessary consents, licenses, and approvals, and/or possesses a valid legal basis under applicable data protection, security, and/or privacy laws, for the input of such Client Data into the Ubiq Platform. Notwithstanding anything to the contrary in the Agreement, to the extent that Client or any Client Data is subject to any United States healthcare data protection laws, or other similar legislation of any applicable jurisdiction, Client may only input such protected data into the Ubiq Platform under the specific additional terms and conditions expressly specified in the relevant transaction documentation. Clients with unpaid Subscriptions are expressly prohibited from inputting any such protected data into the Ubiq Platform. Client is solely responsible for its data retention and/or destruction obligations regarding Client Data and may, upon written Notice at least thirty (30) days in advance, request the removal of any Client Data from the Ubiq Platform, which right fulfills any duty Ubiq may have to return or destroy any Client Data at any time during or after the termination of this Agreement. Ubiq shall remove any Client Data from the Ubiq Platform within thirty (30) days of termination of this Agreement, except for any copies contained in any backup measures which shall be subject to the confidentiality provisions contained herein until destroyed. Client consents to Ubiq's use of third-party Sub-processors to provide and/or support aspects of the Ubiq Platform, and to Ubiq's disclosure and provision of Client Data to such Sub-processors, under terms no less restrictive than as provided in the confidentiality provisions contained herein, to the minimal extent solely as necessary for providing the functionality of the Ubiq Platform. Client grants Ubiq a non-exclusive, non-transferrable (except to any Sub-processors), royalty-free, worldwide (except as prohibited by law) license to access and use any Client Data solely for the purpose of providing and improving the Ubiq Platform, and for no other purpose, during the term of the Agreement. Such grant includes Ubiq's right to create and utilize anonymous aggregated derivative data solely to assess, analyze, and improve the Ubiq Platform; in all cases, such anonymous aggregated derivative data shall not contain the personally identifiable information of any user. All other rights, title, and interest in and to any Client Data shall be reserved to and always remain with Client, including any and all intellectual property rights. Ubiq will neither sell, nor retain, use, or disclose any Client Data except as described herein and/or as may be required by law. Notwithstanding any provision in this Agreement, Ubiq may utilize and

disclose (as authorized by law) any Client Data that it deems reasonably necessary to detect and protect against security incidents, as well as any fraudulent and/or illegal activity.

3. Support. Ubiq shall use commercially reasonable efforts to correct any material bugs, defects, or errors in the Ubiq Platform, and to otherwise maintain the Ubiq Platform (the "**Support**"). Ubiq shall not be liable for any delay or inability to provide Support, nor considered to have defaulted in its obligations hereunder, resulting from power failure, outages, surges, lack of connectivity, network issues, system incompatibility, telephone problems, improper maintenance, denial of service or other such attacks, components or technology not supplied by Ubiq, and all other events and circumstances beyond Ubiq's reasonable control.   No Support is guaranteed for any unpaid Subscriptions.

4. Payment. All fees, rates and payment terms shall be set forth in the applicable transaction documentation. Client agrees to pay Ubiq all undisputed invoiced amounts without right of set-off or chargeback according to the terms of, and by the date indicated on, the transaction documentation (the "**Due Date**"). In the event any foreign, federal, state, or local taxes are applicable (other than income taxes on Ubiq's income), Client shall pay such taxes or reimburse Ubiq if Ubiq paid such taxes. Each party shall maintain complete and accurate records relating to any amounts invoiced or paid in connection with this Agreement for no less than four (4) years. Client may not reduce the Subscription Volume (the number of data encryption and/or decryption entitlement events allowed by the Client within each usage period as defined in the transaction document), shall not be entitled to any refund or relief in the event the volume of Client's usage is less than the Subscription Volume, and may not carry-over any unused Subscription Volume. In the event that any Ubiq Client Library is, through no fault of Ubiq, unable to provide, or prevented from providing, usage data, then Customer shall be solely responsible for the provision thereof. If Client in good faith disputes any portion of any invoice, Client shall submit full payment to Ubiq of the undisputed portion of the invoice and written documentation identifying and supporting the dispute by the Due Date. The parties agree to work together in good faith to resolve any such dispute according to the Dispute Resolution provisions contained herein. In the event payment is not received by the Due Date, Ubiq may apply, and Client agrees to pay, interest on all undisputed sums owing from and after such Due Date until paid at a rate equal to the lesser of 1.5% per month or the highest lawful rate. In the event Ubiq has not received payment from Client

after thirty (30) calendar days past the Due Date, Ubiq may immediately terminate or suspend the Subscription without liability or tolling of the Subscription terms after giving Notice to Client. If Ubiq elects to terminate or suspend the Subscription for nonpayment, all outstanding amounts incurred by Client shall become immediately due and payable.

5. Confidentiality. In the event the parties are presently bound by any non-disclosure or other confidentiality agreement, the terms of that agreement shall govern this Agreement in lieu of the foregoing provisions. For the purposes of this paragraph, the terms "**Recipient**" and "**Discloser**" refer to either Client or Ubiq, as appropriate. "**Confidential Information**" shall mean all information disclosed by Discloser to Recipient that is designated in any manner as confidential, or that by its nature should reasonably be regarded by Recipient as confidential. Except as otherwise provided herein, each party agrees that all information communicated to it by the other, whether before or after the earliest Effective Date of any transaction documentation, will be deemed to have been received in strict confidence, will be used only for furthering the purposes contemplated herein, and each party will use the same means it uses to protect its own Confidential Information, but in any event not less than reasonable means, to prevent the disclosure and to protect the confidentiality of the other's Confidential Information.   Except as otherwise provided for herein, no Confidential Information shall be disclosed by Recipient to any third-party without the prior written consent of the Discloser. The foregoing shall not prevent either party from disclosing information that: (i) becomes publicly available other than as a result of a disclosure by Recipient or other persons to whom Recipient has disclosed such information; (ii) was available to Recipient on a non-confidential basis prior to its disclosure to Recipient by Discloser provided that such prior disclosure and its non-confidential status are evidenced in writing; or (iii) becomes available to Recipient on a non-confidential basis from a source other than Discloser, provided that such source is not bound by a confidentiality agreement with Discloser. Upon termination of this Agreement, or at the written request of Discloser, all Confidential Information shall be returned to its respective owner, or certified destroyed, and no copies shall be retained by Recipient. Each party acknowledges and agrees that a breach of the provisions of this Section 5 may result in injury to the Discloser for which monetary damages cannot adequately compensate. Each party agrees that, in addition to any other remedy available to it, the Discloser shall be entitled to seek both

temporary and permanent injunctive relief for a breach or threatened breach of Recipient's obligations of confidentiality.

6. Warranty. Ubiq represents and warrants that the Ubiq Platform will perform in substantial conformity to the material specifications indicated in the relevant transaction documentation. Notwithstanding anything to the contrary in this Agreement or otherwise, Ubiq's sole liability and Client's exclusive remedy under any valid warranty claim shall be(i) Ubiq's use of commercially reasonable efforts to make corrections to the Ubiq Platform to make it conforming, or, in Ubiq's sole discretion, (ii) termination of Client's Subscription and a refund pro-rata of the amount of fees actually paid to Ubiq by Client; in all cases provided a valid warranty claim is submitted in writing with reasonable detail of all warranty claims within ten (10) business days of the occurrence of the non-conformity giving rise to such claim. NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, CLIENT ACKNOWLEDGES AND AGREES THAT THE WARRANTIES EXPRESSLY PROVIDED IN THIS SECTION 6 ARE EXCLUSIVE AND MADE IN LIEU OF ANY AND ALL OTHER WARRANTIES WHETHER STATUTORY, EXPRESS, IMPLIED, ORAL, OR WRITTEN, INCLUDING ANY ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE; ANY WARRANTIES OF TITLE, MERCHANTABILITY, AND/OR FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY SPECIFICALLY DISCLAIMED. UBIQ DOES NOT WARRANT THAT THE UBIQ PLATFORM WILL BE FREE FROM ALL BUGS, VIRUSES, MALICIOUS CODE, ERRORS, OR OMISSIONS, OR WILL ENSURE TOTAL SECURITY OF CLIENT DATA. TO THE EXTENT THAT APPLICABLE LAW PREVENTS UBIQ FROM DISCLAIMING ANY WARRANTY, THE SCOPE AND DURATION OF SUCH SHALL BE THE MINIMUM PERMITTED UNDER APPLICABLE LAW. NO WARRANTIES OR SERVICE LEVEL AGREEMENTS APPLY TO ANY UNPAID SUBSCRIPTIONS WHICH ARE PROVIDED ON AN AS-IS BASIS WITH NO WARRANTY OR REPRESENTATION OF ANY KIND. ALL WARRANTIES AND REPRESENTATIONS IN THIS AGREEMENT ARE FOR THE SOLE BENEFIT OF CLIENT, AND MAY NOT BE EXTENDED TO OR ENFORCED BY ANY OTHER PERSON OR ENTITY. NOTWITHSTANDING ANY PROVISION TO THE CONTRARY, NO AGENT OF UBIQ IS AUTHORIZED TO MAKE ANY OTHER WARRANTIES OR REPRESENTATIONS OR TO MODIFY THIS LIMITED WARRANTY IN ANY WAY.

7. Limitation of Liability. EXCEPT FOR DAMAGES ARISING IN CONNECTION WITH BREACH OF CONFIDENTIAL INFORMATION OR CLAIMS SUBJECT TO THE INDEMNIFICATION PROVISIONS, AND EVEN SHOULD ANY ELEMENT OF THIS AGREEMENT FAIL OF ITS ESSENTIAL PURPOSE, NEITHER PARTY NOR ITS OFFICERS, AGENTS, ATTORNEYS, EMPLOYEES, OR END USERS SHALL HAVE LIABILITY TO THE OTHER, OR TO ANY THIRD PARTIES, WITH RESPECT TO THE OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE FOR (i) SPECIAL, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOST REVENUES, LOST BUSINESS OPPORTUNITIES, LOSS OF USE OR EQUIPMENT DOWNTIME, AND LOSS OF OR CORRUPTION TO DATA), REGARDLESS OF THE LEGAL THEORY UNDER WHICH THEY ARE SOUGHT (INCLUDING, BUT NOT LIMITED TO ACTIONS FOR BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, RESCISSION AND/OR BREACH OF WARRANTY), EVEN IF THEY HAD BEEN ADVISED OF, OR SHOULD HAVE FORESEEN, THE POSSIBILITY OF SUCH DAMAGES, OR (ii) DIRECT DAMAGES EXCEEDING THE AMOUNT ACTUALLY RECEIVED BY UBIQ FROM CLIENT FOR THE IMMEDIATELY PRECEDING ONE (1) MONTH OF THE SUBSCRIPTION FEE, OR, IN THE CASE OF FREE SUBSCRIPTIONS, ONE (1) HUNDRED DOLLARS. IN ALL CASES, UBIQ'S TOTAL AGGREGATE LIABILITY SHALL NEVER EXCEED THE AMOUNTS PAID BY ITS INSURANCE POLICY. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PROVISIONS OF THIS ENTIRE PARAGRAPH ARE ESSENTIAL ELEMENTS OF THIS AGREEMENT AND THAT ALL LIMITATIONS, WARRANTIES, REPRESENTATIONS, AND DISCLAIMERS SET FORTH HEREIN REFLECT AN EQUITABLE ALLOCATION OF RISK BETWEEN THE PARTIES (INCLUDING THE RISK THAT ANY REMEDY MAY FAIL OF ITS ESSENTIAL PURPOSE AND CAUSE CONSEQUENTIAL LOSS) AND THAT IN THEIR ABSENCE THE ECONOMIC TERMS OF THIS AGREEMENT WOULD BE SUBSTANTIALLY DIFFERENT.

8. Intellectual Property Rights. As well as all rights, interest, and title in and to the Ubiq Platform, Ubiq has previously created, acquired, or otherwise has existing rights in, and may employ, provide, modify, create, or acquire or otherwise obtain rights in and to various intellectual, industrial, and other property, including, without limitation, concepts, ideas, methods, methodologies, procedures, processes, know-how, techniques, models, templates, generalized features of

the structure, sequence and organization of software, user interfaces and screen designs, general purpose consulting and software tools, utilities and routines, as well as the logic, coherence, and methods of operation of systems (collectively, the "**Ubiq Intellectual Property**"). Ubiq shall retain all right, title, and interest in and to all Ubiq Intellectual Property, including the Ubiq Platform, and, except for the usage grant explicitly made herein, Client shall acquire no right or interest in or to any Ubiq Intellectual Property, including the Ubiq Platform. For the avoidance of doubt, all rights, interest and title in and to the Ubiq Platform (including all modifications, enhancements, and derivative works thereof, and in all United States and worldwide trademarks, service marks, trade dress, logos, copyrights, rights of authorship, inventions, patents, rights of inventorship, rights of publicity, privacy and defamation, trade secrets, rights under unfair competition and unfair trade practices laws, and all other intellectual and/or industrial property rights) shall always be and remain with Ubiq, and, except for the usage grant explicitly made herein, Client shall acquire no rights, interest, or title in or to the Ubiq Platform or any Ubiq Intellectual Property. Client shall not challenge, contest, or otherwise impair Ubiq's ownership of any Ubiq Intellectual Property (including the Ubiq Platform), or the validity or enforceability of Ubiq's Intellectual Property rights related thereto.

9. Indemnity. Ubiq and Client (each an "**Indemnifying Party**") shall each defend, indemnify, and hold harmless the other party from any loss, liability, damage, cost, and expense (including reasonable attorney fees actually incurred) arising out of claims of (i) gross negligence or willful misconduct, and/or (ii) damage to property or personal injury (including death) during the term of this Agreement. Ubiq shall defend, indemnify, and hold harmless Client from any loss, liability, damage, cost, or expense (including reasonable attorney fees actually incurred) finally awarded by a court of competent jurisdiction arising out of claims, under United States law, of intellectual property infringement or misappropriation related to the Ubiq Platform. In the event an intellectual property infringement or misappropriation claim, or if Ubiq, in its sole discretion, reasonably believes that such a claim is likely to be made, Ubiq may, at its sole reasonable option, and in addition to the above indemnification modify the Ubiq Platform so that it becomes a non-infringing functional equivalent in substantial compliance with the material specifications indicated in the relevant transaction documentation; or (ii) obtain for Client the right to use the Ubiq Platform upon commercially reasonable terms at Ubiq's expense; or (iii) terminate the Subscription and refund to Client any

amounts pre-paid under any applicable transaction documentation. This paragraph sets forth the exclusive remedy and entire liability and obligation of each party with respect to intellectual property infringement or misappropriation claims, including patent, copyright, or trademark infringement claims, and trade secret misappropriation. Ubiq shall have no obligation or other liability for any infringement or misappropriation claim resulting or alleged to result from use of the Ubiq Platform in combination with any equipment or software not provided by Ubiq or Client's continuation of any allegedly infringing activity after being notified thereof or after having been provided with a remedy. Client shall defend, indemnify, and hold harmless Ubiq from any loss, liability, damage, cost or expense (including reasonable attorney fees actually incurred) finally awarded by a court of competent jurisdiction arising out of claims that any data input into the Ubiq Platform (i) infringes any copyright, trademark, or patent; (b) misappropriates any trade secret; (c) is deemed deceptive, defamatory, obscene, pornographic, or unlawful; (d) contains any viruses, worms, or other malicious code; or (e) otherwise violates the rights, including any applicable privacy rights, of a third party. Ubiq's indemnity obligations do not apply to any unpaid Subscriptions.

10. Termination. The Subscription granted hereunder shall immediately, automatically, and without Notice or liability to Client terminate upon the lapse of the term indicated in the relevant transaction documentation, or upon any breach of this Agreement by Client, and all rights shall revert to Ubiq whereupon Client shall immediately cease its access to and use of the Ubiq Platform. Subscriptions are non-cancellable and, except as otherwise stated herein, non-refundable. In the case of unpaid Subscriptions, Ubiq may, in its sole discretion and without Notice or any liability to Client, in the event of non-usage of the Subscription exceeding thirty (30) days, terminate the Subscription, in which case Client understands and agrees that Client Data may not be decryptable nor recoverable.

11. Independent Parties. The relationship of Ubiq and Client shall at all times be that of independent contractor. Neither party shall have any right, power, or authority to assume, create, or incur any expense, liability, or obligation, expressed or implied, on behalf of the other party, except as expressly provided herein. This Agreement is not intended to be, nor shall it be construed as, a joint venture, association, partnership, or other form of a business organization, agency relationship, or employment relationship. Ubiq shall bear sole responsibility for

payment of compensation and benefits, if any, (including health and retirement benefits, federal and state withholding taxes, social security, unemployment insurance and other statutory taxes or fees) to which its personnel may be entitled. This Agreement is entered into by and between, and may be enforced only by, Ubiq and Client. This Agreement shall not be deemed to create any rights in any third parties (other than permitted successors and), or to create any obligations of a party to any third parties.

12. Force Majeure. Upon Notice to the other party, neither party shall be liable for any failure to perform its obligations under this Agreement if prevented from doing so by a cause or causes which could not with reasonable diligence be controlled or prevented by such party.

13. Governing Law and Venue; Dispute Resolution. This Agreement shall be governed by, enforced, and construed in accordance with the laws of the state of California, without regard to any conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods is specifically excluded. The jurisdictional venue for any proceedings shall be a court of competent jurisdiction located in San Diego County, California, USA. No action, regardless of form, may be brought by either party more than two years after the cause of action accrued. Except for mediation, in the event of any action at law or in equity, including an action for declaratory relief, the prevailing party shall be entitled, in addition to other such relief as may be granted, to a reasonable amount for attorney's fees actually incurred, costs of collection, litigation, or other fees set by the court overseeing such action or as may be enforced in a separate action brought for that purpose. Except as otherwise expressly provided herein, all remedies provided for in this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to either party at law or in equity. In the event of a dispute, the parties hereby agree that (i) they will first attempt, in good faith, and prior to any litigious acts (other than seeking an injunction or other equitable relief to prevent or stop a breach of this Agreement or a violation of any rights either party may have under law), to resolve such dispute through direct negotiation, including executive-level attention if no other means has resolved the dispute, for at least thirty (30) days following the initial disputing party's first giving Notice of a dispute; and (ii) in the event a dispute cannot be resolved during that time period, each party hereby agrees and covenants that both shall submit to mediation under a mutually agreeable mediator, in person or through telephone or other simultaneous communications, in San Diego County,

California, or remotely, within thirty (30) days, or other period as the parties may otherwise agree in writing. Each party shall bear its own costs of mediation, including its own attorney's fees, travel, and communication fees, if any, as well as an equal share of all mediator fees. The mediator shall consider and have the authority to award only the type and amount of damages contemplated in this Agreement. The parties and their representatives shall hold the existence, content, and result of any mediation as the Confidential Information of the other party. No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against whom it is sought to be enforced. The delay or failure by either party to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of that party's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right. Any notice or other communication required or contemplated to be given hereunder from either party to the other ("**Notice**") shall be given in writing and deemed accepted immediately when hand delivered, delivered by courier service or sent by email to an authorized agent of the other party; or five (5) days after having been mailed via registered mail, fee prepaid, to the party's address listed on any transaction documentation; or upon refusal of delivery

14. Assignment. Neither party will assign this Agreement, in whole or in part, without the other party's prior written consent which shall not be unreasonably withheld; provided, however, that either party may assign this Agreement any entity that is wholly owned, directly or indirectly, by such party or to any entity which acquires all or substantially all of the business or assets of such party, upon Notice to the other party. Any attempted assignment of this Agreement other than as permitted above will be null and void. This Agreement shall be binding upon and shall inure to the benefit of Ubiq and Client, their successors, and permitted assigns. Unless specifically agreed in writing by the non-assigning party to this Agreement, in no event can a party assign any liabilities hereunder.

15. Severability and Survival. If any provision of this Agreement is held to be illegal, invalid, void, or otherwise unenforceable, for any reason by a court of competent jurisdiction, such provision will be fully severable and this Agreement will be construed and enforced as if such illegal, invalid, or unenforceable provision never comprised a part hereof and the remaining provisions of the Agreement will remain in full force and effect and will not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom. Furthermore, in lieu of

such illegal, invalid, or unenforceable provision, there will be added automatically as part of this Agreement, a provision as similar in its terms to such illegal, invalid, or unenforceable provision as may be reasonably possible and be legal, valid, and enforceable. The provisions of this Agreement which by their nature are intended to survive termination shall survive termination and/or any permitted assignment of this Agreement.

16. Entire Agreement. This Agreement contains the entire understanding between Ubiq and Client with respect to the subject matter hereof and supersedes all prior or contemporaneous negotiations and agreements, oral or written, between them regarding the subject matter hereof. This Agreement shall not be supplemented or modified by any course of dealing or usage of trade. Ubiq reserves the right to modify this Agreement upon reasonable advance notice to Client which may be made through the Ubiq Platform. In the event Client does not agree to any such modification of this Agreement, Client may, upon Notice to Ubiq received no later than thirty (30) days after any modification, terminate its Subscription and receive a pro-rated refund of any amounts pre-paid; otherwise, such modifications shall be deemed accepted by Client. Any rights not expressly waived herein are reserved. The making, execution, and delivery of this Agreement by Ubiq and Client have been induced by no representations, statements, warranties, disclaimers, limitations, or agreements other than those expressed herein; all disclaimers, limitations, and exclusions shall apply even in the event that any element of this Agreement fails of its essential purpose; however, in all cases, Ubiq's warranty, indemnity, remedy, and Support obligations, as well as Client's limitations of liability, shall not apply to any beta release, trial, or unpaid Subscriptions which shall all be provided strictly on as as-is basis with no warranties or representations whatsoever. No rules of construction shall be invoked concerning this Agreement, its provisions, or the interpretation thereof. All language of this Agreement shall be interpreted consistent with the ordinary and reasonable meaning of the words used. No prior transactions or dealings between the parties shall be deemed to establish any custom or usage waiving or modifying any provision hereof. The language of this Agreement and Notice between the parties, dispute resolution, and any litigation shall be the English language. Any required or requested translation or localization shall be at the sole responsibility and expense of the Client. The pre-printed terms of any purchase order shall be of no effect.