

ShardSecure, Inc.
Software License Agreement

Effective Date: _____, 20 .

Licensee Information

Name: _____ (“Licensee”)

Address:

Contact Name:

Telephone:

Email:

This Software License Agreement (the “Agreement”) between ShardSecure, Inc. (“ShardSecure”) and the above-named Licensee consists of (a) this Cover Page, (b) the attached Terms and Conditions including any exhibits thereto (the “Terms and Conditions”), and (c) the Quote and Purchase Order issued by ShardSecure or an authorized ShardSecure Reseller, which apply to the Software license being granted to Licensee under the Agreement. By its signature below, Licensee agrees to all terms of this Agreement. Pursuant to the terms and conditions of this Agreement, ShardSecure will license its software (“Software”) to Licensee.

This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

Licensee understands and agrees to the terms of this Agreement and the undersigned officer of Licensee is duly authorized to sign this Agreement.

SHARDSECURE, INC.

By:

Signature

Printed Name

Title

Address:

LICENSEE:

By:

Signature

Printed Name

Title

TERMS AND CONDITIONS

1. Definitions. In addition to words that are defined in the main body of the Agreement, the following words will have the meanings as set forth below.

(a) "Discrepancy" means an error in the Software such that the Software which does not operate in substantial conformance to the applicable Documentation.

(b) "Documentation" means instruction and end-user manuals, in hard copy or electronic form, provided by ShardSecure to its licensees to support the use and operation of the Software.

(c) "Licensee Site" means the physical location of Licensee identified as Licensee's Address on the Cover Page.

(d) "Licensee Data" means all data and information input into or processed by the Software in connection with Licensee's use of the Software.

(e) "Purchase Order" means an online form completed by Licensee directly through the ShardSecure website or a written document such as a ShardSecure quote with corresponding purchase order, service order or a similar document agreed to in writing and executed between Licensee and ShardSecure or agreed to between Licensee and a ShardSecure reseller ("Reseller") and referencing a quote from ShardSecure ("Quote"), in each case covering Licensee's license to ShardSecure Software. For a Purchase Order to be valid, it must be executed (i) by both the Licensee and ShardSecure, (ii) by a Reseller and Licensee, or (iii) by a Reseller if the executed Purchase Order references and accepts a corresponding ShardSecure Quote. Unless otherwise expressly specified in the Purchase Order executed by ShardSecure, the terms of this Agreement shall supersede any conflicting terms in a Purchase Order.

(f) "Release" means any new version of the Software or a component program released by ShardSecure to its licensees from time to time, and may include minor new functionality, improvements, and enhancements to existing functionality. All Releases provided to Licensee hereunder shall be deemed to be part of the Software and shall be governed by the terms and conditions of this Agreement.

(g) "Software" means the ShardSecure Software that is listed in the applicable Purchase Order and all copies thereof.

(h) "Software Support Services" shall have the meaning set forth in Section 9(a).

(i) "Subscription Term" means the Initial Subscription Term plus any Renewal Subscription Terms as defined in Section 4(a).

(j) "Updates" means a version of the Software released by ShardSecure to its licensees from time to time, which may remedy or provide a workaround for a Discrepancy. All Updates provided to Licensee hereunder shall be deemed to be part of the Software and shall be governed by the terms and conditions of this Agreement.

2. License.

(a) **Grant of License.** Subject to the terms and conditions herein, ShardSecure grants to Licensee a worldwide, nonexclusive, nontransferable license, to install, use and execute the Software described in Exhibit A and identified in a Purchase Order for Licensee's internal business operations only. Except as otherwise stated in the applicable Purchase Order, Licensee may install the Software only in the manner set forth in the applicable Purchase Order. Licensee assumes full responsibility for the use of the Software by Licensee's employees, independent contractors, agents, and consultants. The license granted hereunder is an enterprise license and allows Licensee to use the Software with Licensee's business as it exists on the Effective Date. Should Licensee be acquired or undergo a change of control, via a merger or acquisition, any new employees or consultants that come under Licensee's control or employ through such change of control, merger, or acquisition shall be allowed to use the Software only subject to the payment of additional license fees to ShardSecure. The license is renewable by party agreement accomplished by (i) Licensee or its Reseller sending ShardSecure a Purchase Order, (ii) ShardSecure sending Licensee an invoice for the applicable license renewal fees and (iii) Licensee paying the invoice.

(b) **Backup Copies.** Notwithstanding anything herein to the contrary, Software may be copied for back-up and disaster recovery purposes (with inclusion, where and as they appear, of the proprietary notices placed on them by ShardSecure). All such backup copies are subject to the terms, conditions and obligations of this Agreement. Licensee shall maintain accurate and current records of all locations of such backup copies and make such information available to ShardSecure upon request.

(c) **Non-Permitted Use.** Except as expressly authorized by this Agreement, and to the maximum extent allowed under applicable law, Licensee may not do any of the following: (i) modify, disclose, alter, translate or create derivative works of the Software (or any components thereof) or any accompanying Documentation; (ii) license, sublicense, resell, distribute, lease, rent, lend, transfer, assign or otherwise dispose of the Software (or any components thereof) or any Documentation; (iii) use the Software other than for their intended uses as directly related to Licensee's internal business operations and described in the Documentation, and not otherwise use the Software for any other commercial or business use, including without limitation offering any portion of the Software as benefits or services to third parties; (iv) disassemble, decompile or reverse engineer the Software (except to the extent and for the express purposes authorized by any and all applicable federal or state laws or

regulations); (v) use the Software to store or transmit infringing, libelous or otherwise unlawful or tortious material, or material in violation of third-party privacy rights; (vi) use the Software to store, transmit or test for any viruses, software routines or other code designed to permit unauthorized access, to disable, erase or otherwise harm software, hardware or data, or to perform any other harmful actions; (vii) probe, scan or test the vulnerability of the Software, or take any action in an effort to circumvent the Software; (viii) copy, frame or mirror any part or content of the Software; (ix) access the Software to build a competitive product or service, or copy any features or functions of the Software; (x) interfere with or disrupt the integrity or performance of the Software; (xi) attempt to gain unauthorized access to the Software or its related systems or networks; (xii) disclose to any third party or publish in any media any performance information or analysis relating to the Software; (xiii) fail to maintain all copyright, trademark and proprietary notices on the Software and any permitted copy thereof; or (xiv) cause or permit any Software user or third party to do any of the foregoing.

(d). **Licensee Data.** Licensee shall own all right, title and interest in and to the Licensee Data. Licensee will maintain back-up copies of all Licensee Data. Licensee shall not transmit any Licensee Data to ShardSecure or cause ShardSecure to view, process, or otherwise have access to Licensee Data, including in connection with the Software Support Services.

(e) **Other Third-Party Services.** If Licensee enables, accesses or uses third-party products, applications, services, software, networks or other systems, and/or information which the Software links to (collectively, "Other Services"), including integrating such Other Services directly to Licensee's instance of the Software, Licensee's access and use of such Other Services is governed solely by the terms and conditions of the providers of such Other Services, and ShardSecure does not endorse, is not responsible or liable for, and makes no representations as to any aspect of such Other Services, including, without limitation, their content or the manner in which they handle data or any interaction between Licensee and the provider of such Other Services, or any damage or loss caused or alleged to be caused by or in connection with Licensee's enablement, access or use of any such Other Services.

(f) **Third-Party Service Providers.** If Licensee enters into an agreement with a third party to manage the installation, onboarding and/or operation of the Software on Licensee's behalf ("Third Party Service Provider") then Licensee may allow such Third Party Service Providers to use the Software solely for those limited purposes provided that Licensee will notify the Third-Party Service Providers of the relevant terms and conditions of this Agreement, will ensure their compliance with them and will indemnify and hold ShardSecure harmless from any such Third-Party Service Provider's failure to comply with the Agreement.

3. Title and Confidentiality.

(a) **Ownership.** ShardSecure and its licensors retain all right, title and interest in and to the Software and any and all Releases and Updates provided hereunder and all intellectual property and proprietary rights throughout the world, and no title to or ownership of the Software, or rights in patents, copyright, trade secret, or other proprietary right in the Software is conveyed or transferred to Licensee by virtue of this Agreement.

(b) **Confidentiality.** The Software contains valuable confidential and proprietary information of ShardSecure and its licensors, and Licensee shall: (i) keep confidential all such proprietary information of ShardSecure and its licensors; (ii) disclose such information only to the extent required to use the Software under the terms of this Agreement; and (iii) require its employees, independent contractors, consultants, and agents, to enter into written agreements with Licensee obligating such parties to protect ShardSecure's proprietary information.

4. Term and Termination.

(a) **Term.** The term of this Agreement will be the license subscription term stated in the applicable Purchase Order(s) for the Software ("Subscription Term"). Any Subscription Term may also terminate if (i) terminated in accordance with Section 4(b) below; (ii) either party notifies the other in writing no less than thirty (30) days prior to the close of the then-current Subscription Term of its intention not to renew; or (iii) terminated by ShardSecure in accordance with Section 7.

(b) **Termination.** This Agreement may be terminated by Licensee at any time, with or without cause, upon thirty (30) days prior written notice to ShardSecure; provided, however, that no refunds are available to Licensee upon such termination except as stated in Section 7(b). Should Licensee commit a material breach of its obligations hereunder or should any of the representations of Licensee in this Agreement prove to be untrue in any material respect, ShardSecure may, at its option, terminate this Agreement upon thirty (30) days' written notice of termination, which notice shall identify and describe the basis for such termination. If, prior to expiration of such period, Licensee cures such breach, termination shall not take place. Notwithstanding anything herein to the contrary, a breach by Licensee of Sections 2 and/or 3 is cause for immediate termination by ShardSecure. Termination of this Agreement shall not prevent either party from pursuing any other remedies available to it, including injunctive relief.

(c) **Insolvency.** Either party may terminate this Agreement upon written notice to the other party if the other party becomes insolvent, makes a general assignment for the benefit of creditors, files a voluntary petition of bankruptcy, suffers or permits the appointment of a receiver for its business or assets, or becomes subject to any proceeding under any bankruptcy or insolvency law, whether domestic

or foreign, or has wound up or liquidated, voluntarily or otherwise.

(d) **Effect of Termination by ShardSecure.** Upon termination of this Agreement by ShardSecure, Licensee shall immediately discontinue all use of the Software and shall remove the Software and any and all copies thereof from all computers and deliver to ShardSecure any proprietary materials of ShardSecure that have been provided to Licensee hereunder. Alternatively, Licensee may destroy all such Software and materials and certify such destruction to ShardSecure in writing, within five (5) days following the date of termination.

(e) **Effect of Termination by Licensee.** Upon termination of this Agreement by Licensee, Licensee may continue to use the Software for the remainder of the then-current Subscription Term pursuant to the terms hereof and ShardSecure shall no longer have any obligation to provide Software Support Services. Upon the expiration of the then-current Subscription Term, Licensee shall immediately discontinue all use of the Software and shall remove the Software and any and all copies thereof from all computers and deliver to ShardSecure any proprietary materials of ShardSecure that have been provided to Licensee hereunder. Alternatively, Licensee may destroy all such Software and materials and certify such destruction to ShardSecure in writing, within five (5) days following the expiration date.

5. **Disclaimer of Warranty.** In lieu of providing a warranty for the Software, ShardSecure provides the Software Support Services as set forth in Section 9. ShardSecure represents and warrants that all Software Support Services will be provided in a professional manner that is consistent with industry standards. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, THE SOFTWARE IS PROVIDED "AS IS" AND SHARDSECURE PROVIDES NO WARRANTIES WITH RESPECT TO THE SOFTWARE, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ShardSecure does not warrant that the Software will meet Licensee's requirements or will operate in combination with other software that may be selected for use by Licensee, or that the operation of the Software will be uninterrupted or error-free.

6. **Limitation of Liability.** SHARDSECURE SHALL NOT BE LIABLE FOR ANY SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ITS OBLIGATIONS HEREUNDER. FOR CLAIMS RELATED TO OR ARISING FROM THE SOFTWARE OR SUPPORT SERVICES. IN NO EVENT WILL SHARDSECURE'S AGGREGATE LIABILITY TO LICENSEE FOR ANY DAMAGES UNDER THIS AGREEMENT EXCEED THE AMOUNT OF LICENSE FEE RECEIVED BY SHARDSECURE FROM LICENSEE IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE OF THE

DAMAGES CLAIM. IN NO EVENT WILL SHARDSECURE BE RESPONSIBLE IN ANY MANNER FOR ANY LOSS OF LICENSEE DATA. The parties agree that the limitations set forth in this Section 6 shall not apply to any claims by Licensee under Section 7.

7. **Indemnification.**

(a) **ShardSecure's Indemnification.** In the event any legal proceedings are brought against Licensee claiming that the Software, or any part thereof, constitutes an infringement of a third party's United States patent or any United States copyright, ShardSecure shall defend at its own expense such legal proceedings relating to such claim or claims and pay any costs, damages and reasonable attorneys' fees finally awarded as a result of settlement or judgment against Licensee; provided Licensee gives ShardSecure prompt and timely written notice of any and all allegations, claims and proceedings related thereto. ShardSecure shall have sole control of the defense and/or settlement of such claim or claims and Licensee shall cooperate completely with ShardSecure in providing all necessary authority, information and reasonable assistance to enable ShardSecure, at its option, to settle or defend such claim or claims. Licensee may participate in the defense of such claim at Licensee's expense.

(b) **Remedies.** In the event Licensee is enjoined from using the Software due to an infringement of a third party's United States patent or any United States copyright, ShardSecure shall use commercially reasonable efforts to either (i) modify the Software to render it noninfringing while maintaining substantial equivalence, or (ii) procure a license which permits Licensee at no additional cost to continue to use the Software; provided, however, that if ShardSecure is not able to achieve either clause (i) or clause (ii) using its commercially reasonable efforts, then ShardSecure may terminate the license for the Software giving rise to the claim; and ShardSecure will provide a pro rata refund of the License Fee paid for the Software based on a three (3) year amortization schedule. This Section 7 states the entire liability and obligation of ShardSecure with respect to the subject matter hereof, and is in lieu of any warranties of non-infringement, which are hereby disclaimed to the maximum extent permitted under applicable law.

(c) **Limitations of Indemnification.** ShardSecure shall have no obligation under this Section 7: (i) where the alleged infringement relates to use of the Software in combination with other data products, processes or materials not provided by ShardSecure and the infringement would not have occurred but for such combination; (ii) where Licensee continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the infringement; (iii) where the alleged infringement relates to or arises from any modification of the Software, including modifications made by ShardSecure at the request of Licensee; or (iv) where the alleged infringement is related to Licensee's failure to install corrective code or the most current release of the Software (i.e., Software incorporating

the latest Release and Update, which has been provided to Licensee and other ShardSecure licensees free of charge or in the ordinary course of business pursuant to ShardSecure Software Support Services).

(d) **Licensee's Indemnification of ShardSecure.** Licensee shall defend, indemnify, and hold ShardSecure harmless against any claims against ShardSecure by a third party based on: (i) Licensee Data; (ii) Licensee's use of the Software except for those claims for which ShardSecure is responsible under Section 7(a); and (iii) Licensee's breach of this Agreement; and pay any costs, damages and reasonable attorneys' fees incurred by ShardSecure resulting from such claim(s).

8. **Fees; Payment; Upgrades and Taxes.**

(a) **Fees.** The fees for the applicable Initial or Renewal Subscription Term for the Software license ("Fees") are set forth in the applicable Purchase Order. All Fees are due and payable directly to ShardSecure, or to the applicable Reseller, within the timeframe detailed in the applicable Purchase Order (and absent such valid Purchase Order, within thirty (30) days of Licensee's first use of the Software). Any amount not received when due will accrue interest at the rate of one percent (1.5%) per month until paid. All fees paid by Licensee are nonrefundable except as set forth in Section 7(b).

(b) **Subscription Upgrades.** If Licensee expands its use of the Software beyond what is authorized in an applicable Purchase Order during the Initial Subscription Term or any Renewal Subscription Term (a "Subscription Upgrade"), ShardSecure shall invoice Licensee (or the applicable Reseller) for the additional Fees associated with such Subscription Upgrade on a pro rata basis over the remaining period of the Subscription Term, which Fees shall be due and payable upon implementation of such Subscription Upgrade. In any future Renewal Subscription Term, Licensee's updated Fees will be in consideration of any such Subscription Upgrades; and provided that no Fee refund or credit shall be granted where Licensee elects to not use or to cease using the Subscription Upgrades.

(c) **Taxes.** Licensee shall pay any and all sales, use, value added/ad valorem, surtax and personal property taxes, duties, fees and other governmental assessments or charges arising out of this Agreement and the transactions contemplated herein, excluding taxes based on ShardSecure's net income.

9. **Software Support Services.**

During the Initial or Renewal Subscription Term of the applicable Purchase Order and subject to payment of the applicable Software License Fees, ShardSecure shall provide Licensee with Software Support Services as set forth on Exhibit B attached hereto. ShardSecure reserves the right to modify the Software Support Services at any time for any reason upon notice posted on ShardSecure's website; provided that, as they apply to Licensee, such modifications shall not come into effect until the

commencement of the Renewal Subscription Term immediately following the expiration of the Subscription Term during which ShardSecure modified the Software and Support Services.

10. **Notices.** Any notice, consent or other communication in connection with the Agreement shall be in writing and may be delivered in person or by mail. If hand delivered, the notice shall be effective upon delivery. If served by mail, the notice shall be effective upon delivery if sent via the United States Postal Service, certified mail, return receipt requested. Addresses for notices shall be as set forth on the Cover Page. Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective.

11. **Assignment.** This Agreement shall bind the parties and their successors and permitted assigns. Licensee may not assign this Agreement without the prior written consent of ShardSecure. The term "assign" or "assignment" shall include any transfer by merger, acquisition, stock transfer or other consolidation with another entity or sale of all or substantially all of Licensee's assets. Any assignment attempted without the written consent of ShardSecure shall be void.

12. **Miscellaneous.**

(a) **Entirety, Amendment.** This Agreement, including all of its exhibits and applicable Purchase Orders, each of which is incorporated into this Agreement, is the entire agreement between the parties with respect to its subject matter, and supercedes and replaces any prior agreement between the parties with respect to said subject matter and there are no other representations, understandings or agreements between the parties relative to such subject matter. No amendment to, or change, waive or discharge of any provision of this Agreement shall be valid unless in writing and signed by any authorized representative of the party against which such amendment, change, waiver or discharge is sought to be enforced. In the event of any conflict between the terms set forth in a Quote, Purchase Order or an exhibit attached hereto and these Terms and Conditions, the Terms and Conditions will control.

(b) **Severability.** If any provision of this Agreement is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent or, if that is not possible, by substituting another provision that is enforceable and achieves the same objective and economic result. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT EACH PROVISION OF THIS AGREEMENT WHICH PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, INDEMNIFICATION OR EXCLUSION OF DAMAGES OR OTHER REMEDIES IS INTENDED TO BE ENFORCED AS SUCH. FURTHER, IT IS EXPRESSLY UNDERSTOOD

AND AGREED THAT IN THE EVENT ANY REMEDY UNDER THIS AGREEMENT IS DETERMINED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, ALL LIMITATIONS OF LIABILITY AND EXCLUSIONS OF DAMAGES OR OTHER REMEDIES SHALL REMAIN IN EFFECT.

(c) **Waiver.** No delay or omission by either party to exercise any right or power it has under this Agreement shall impair or be construed as a waiver of such right or power. A waiver by either party of any covenant or breach shall not be construed to be a waiver of any succeeding breach or of any other covenant. All waivers must be in writing and signed by the party waiving its rights.

(d) **Survival.** All payment obligations and the provisions of Sections 1, 3, 4, 5, 6, 7 and 12 shall survive termination or expiration of this Agreement.

(e) **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Delaware, without regard to conflict of law principles.

(f) **Publicity.** Licensee agrees that ShardSecure may reference and use Licensee's name and trademarks in ShardSecure marketing and promotional materials, including, but not limited to, the ShardSecure website, solely for purposes of identifying Licensee as a ShardSecure customer.

(g) **Force Majeure.** Except for payments due under this Agreement, neither party shall be liable for any default or delay in the performance of its obligations under this Agreement to the extent that such default or delay is due to circumstances beyond its control and unknown to it at the date of this Agreement, such circumstances including but not restricted to fire, flood, earthquake, diseases, epidemic, elements of nature or acts of God, acts of war, terrorism, government acts, strikes and legislative constraints, including, without limitation, unavailability of utilities and services, electric power and telecommunications services or any other similar cause beyond the reasonable control of such party ("Force Majeure Event"). In each and every Force Majeure Event, the non-performing party will be excused from any further performance or observance of the obligation(s) so affected for as long as such circumstances prevail and provided such party continues to use commercially reasonable efforts to recommence performance or observance whenever and whatever extent possible without delay. If a Force Majeure Event continues for a period of more than thirty (30) days, either party may terminate this Agreement upon seven (7) days' written notice to the other party-

(h) **Nondisclosure of Terms of Agreement.** The terms of this Agreement shall only be disclosed by Licensee to those of its employees, consultants and agents who need to know them in order to carry out their respective responsibilities to Licensee and/or ShardSecure.

Exhibit A

Software

[Insert description of ShardSecure Software]

Exhibit B
Software Support Services

(a) Phone and Email Support.

ShardSecure shall have designated trained technical support personnel available to assist Licensee, via telephone and email, Monday through Friday between 8:00 a.m. and 5:00 p.m. Eastern Time, excluding ShardSecure regularly scheduled holidays. Software Support Services shall include not more than five (5) hours per month of time provided by ShardSecure personnel. All unused time shall be unavailable for future use and shall NOT be rolled over into the next month. Additional time will be billed to Licensee as "consulting" according to the normal consulting rates of ShardSecure.

(b) Releases and Updates.

As part of the Software Support Services, ShardSecure shall provide Licensee with Releases or Updates to the Software that are developed by ShardSecure (if any) and that are made available to ShardSecure's other customers. ShardSecure may, but shall not be required to, provide Software Support Services for any Release other than the current Release and the next most current Release of the Software.

(c) Correction of Discrepancies.

If a Discrepancy is discovered by Licensee in the Software, Licensee shall report the Discrepancy to ShardSecure in written form (which may include, but shall not be limited to, email), identifying the Discrepancy and steps to reproduce the Discrepancy. ShardSecure, as soon as reasonably practicable following receipt of a report, will begin work to (i) identify the Discrepancy and (ii) schedule a correction for or instructions for avoiding the Discrepancy. However, if the Discrepancy causes the Software to be inoperable or severely hampers their operation, ShardSecure will immediately begin work to identify and characterize the Discrepancy and within two (2) business days of receipt of the report, ShardSecure will either provide Licensee a correction or workaround or report back to Licensee with a status report indicating the nature of the Discrepancy, steps being taken to resolve the Discrepancy and estimated date the Discrepancy will be resolved. If the Discrepancy does not cause the Software to be inoperable or does not severely hamper the operation of the Software, ShardSecure will use commercially reasonable efforts to correct the Discrepancy or provide a workaround in a future Update to the Software. Licensee acknowledges that ShardSecure does not and cannot guarantee that all Discrepancies can or will be corrected.