

THIS SUBSCRIPTION AGREEMENT (the “Agreement”) is between **Intercede Limited** (“Intercede”) whose registered address is at Lutterworth Hall, St Mary’s Road, Lutterworth, Leicestershire, LE17 4PS, United Kingdom; and Customer, effective immediately upon acceptance and/or use by Customer of MyID Products and/or MyID Software. By accessing and/or using Intercede MyID Products and/or MyID Software, Customer hereby agrees to the following terms and conditions.

1. Definitions.

(A) **“Authorised Reseller”** means one or more solution providers, service providers or resellers who market, demonstrate and arrange for licensing of MyID Products.

(B) **“Documentation”** means the manuals, handbooks and other written materials related to the use of the MyID Products, whether in hard copy or soft copy form, that Intercede provides and that customarily accompany the MyID Products.

(C) **“MyID Products”** mean the MyID Software and Documentation provided to Customer under this Agreement.

(D) **“MyID Software”** means the software licenced by Customer under this Agreement, consisting of a series of instructions or statements in machine-readable, object code form only.

(E) **“Purchase Order (PO)”** means the Intercede Quote signed by Intercede and agreed by Customer (via the issuance of a valid PO) and that identifies the Subscription terms, associated pricing and other pertinent terms.

(F) **“Reinstatement Fee”** means the fee charged to renew a subscription that had been cancelled by Customer other than as set forth in Sections 8A(1) and 8A(4).

(F) **“Renewal Term”** has the meaning set forth in Section 4(D). If the subscription license is not renewed, the Customer no longer has any right to use the MyID Software.

(G) **“Subscription Term”** means the set term designated herein or in the applicable Quote and Purchase Order.

2. Licence.

(A) Licence for MyID Software. Intercede hereby grants, and Customer hereby accepts, a non-exclusive, non-transferable licence to access the MyID Software in accordance with the instructions contained in the Documentation. Customer may make a reasonable number of copies of (1) the MyID Software for backup, testing, disaster recovery or archival purposes only and (2) the Documentation for its internal use only, so long as Customer also reproduces on such copies any copyright, trademark or other proprietary markings and notices contained on the MyID Software and Documentation and does not remove any such marks from the original.

(B) Restrictions on Licence for MyID Software.

(1) Incorporation of Restrictions in Invoice and Other Documents. Customer’s Purchase Order, sales quotation or invoice, or user licence certificate for the MyID Products may contain limitations with respect to the number of users, servers, asserting and relying parties, functionality options and/or other restrictions. In such a case, such limitations and restrictions are incorporated herein by reference.

(2) Restrictions on Access, Copying and Sublicensing. Customer shall not cause or permit (a) access (except to its employees, agents and consultants with a “need to know” who are bound in writing by non-disclosure

obligations suitable to protect Intercede's interests in the MyID Software but no less restrictive than Customer's obligations herein), (b) copying (except as set forth in Section 2(A) above), (c) disclosure to any third party of the results of any benchmarking or competitive analysis of the MyID Software that Customer may perform, or (d) sublicensing or other dissemination of the MyID Software, in whole or in part, to any third party without Intercede's prior written consent.

(3) Third Party Software. If the MyID Software contains or is bundled with third party software, then Customer may use such third party software solely (a) for the purpose such software is included with the MyID Software and (b) for use with the particular MyID Software that Customer has licenced from Intercede as set forth in the Documentation. Customer shall not use any third-party software embedded in or bundled with the MyID Software as a standalone program or in any way independently from the MyID Software.

(4) No Modification of MyID Software. Customer shall not modify, enhance, translate, supplement, create derivative works from, reverse engineer, reverse compile or otherwise reduce the MyID Software to human readable form without Intercede's prior written consent.

3. Ownership and Intellectual Property Rights.

(A) Ownership of MyID Products. Intercede is the exclusive owner of the MyID Software and Documentation (including revisions, modifications and enhancements thereto) and any other specifications, documentation, ideas, know-how, techniques, processes, inventions or other intellectual property that Intercede may develop, conceive or deliver under this Agreement, including all patents, copyrights and other intellectual property rights thereto.

(B) Ownership of Trademarks. By this Agreement, Customer acquires no rights of any kind in or to any Intercede trademark, service mark, trade name, logo or product designation and shall not make any use of the same for any reason except as expressly authorised by this Agreement or otherwise authorised in writing by Intercede. Customer shall cease to use in any manner such markings or any similar markings upon the expiration or termination of this Agreement.

4. Invoicing and Payment.

(A). Invoicing. Unless otherwise agreed in a Purchase Order, Intercede will invoice Customer annually in advance.

(B) Payment. Customer agrees to pay Intercede the fees indicated in each applicable Purchase Order within thirty (30) days of Customer's receipt of the invoice for the applicable Purchase Order. All payments are non-refundable. All fees are pre-tax, and Customer will be responsible for all taxes, withholdings, duties, and levies arising from the Purchase Order (excluding taxes based on the real property, personal property, or net income of Intercede). Customer will submit properly prepared retail sales tax exemption certificates.

(C) Purchases Through Authorised Resellers. In the event Customer purchases via an Authorised Reseller, the invoicing and payment terms agreed between Customer and such reseller will apply in lieu of the terms set forth herein.

(D). Renewal. Approximately (60) days prior to the expiration of the Subscription Term set forth in a Purchase Order, Intercede shall provide Customer with an invoice for renewal of the licenses for additional periods of one (1) year at a time (each one-year period a "Renewal Term"). Customer must provide written notice of its intent to renew for the Renewal Term. Failure to provide such notice before the expiration of the Subscription Term or

subsequent Renewal Terms shall result in a termination of the license. Fees for each Renewal Term will be equal to the fees payable during the immediately preceding year plus any adjustments for inflation applicable to each year of the Renewal Term, unless agreed otherwise in writing.

(E) Reinstatement Fee. Customer will be charged a Reinstatement Fee of no less than twenty-five (25%) of the renewal fee to renew a its license(s) in the event of Customer's failure to provide notice of renewal prior to the expiration of the Subscription Term or subsequent Renewal Term pursuant to Section 4(D) or termination pursuant to Section 8A.

5. Delivery and Audit.

(A) Delivery. Shipment terms for the MyID Products are FOB. Intercede will select the methods and routes of shipment.

(B) Audit. Intercede has the right, at its sole cost and expense, to have an independent public accountant conduct during normal business hours (but not more than once in any 12-month period) an audit of Customer's records to verify compliance with the terms of this Agreement. If such an audit finds that Customer has breached its obligations under this Agreement, then, in addition to any other remedies available to Intercede for such breach, Customer shall pay the reasonable expenses associated with such audit. Any on-site audit conducted by Intercede, or their representative, will conform to the Customer's security clearance and requirements.

6. Warranty.

(A) MyID Software Warranty. Intercede warrants that the MyID Software will operate in material conformance to the Documentation for such MyID Software during the first 90 days after Customer's initial receipt of the MyID Software (the "**Warranty Period**"). Intercede does not warrant, however, that the MyID Software or any portion thereof is error-free. If Customer discovers a non-conformity in the MyID Software during the Warranty Period, then Customer shall submit to Intercede or to the Authorised Reseller from which Customer purchased the MyID Products a written report describing the non-conformity in sufficient detail to permit Intercede to reproduce such non-conformity. If Intercede successfully reproduces the reported non-conformity and confirms that it is a non-conformity, then Intercede shall use reasonable efforts, at its option, to (1) correct the non-conformity, (2) provide a work around or software patch (a "**Fix**"), or (3) replace the MyID Software. If Intercede determines that none of these alternatives is reasonably available, then, upon Customer's request, Intercede shall refund any payments that Customer has made for the affected MyID Software and accept its return. This warranty applies only to the initial delivery of the MyID Software. All Fixes provided by Intercede constitute MyID Software hereunder and are governed by the terms hereof. Intercede warrants that each Fix will operate in material conformance to the Documentation for the applicable MyID Software during the first 30 days after Customer's initial receipt of such Fix or during the remainder of the initial Warranty Period, whichever is greater. If Customer purchased the MyID Products from an Authorised Reseller, then Customer shall direct all warranty and support issues to the Authorised Reseller, unless Customer has entered into a separate support agreement with Intercede.

(B) Limitations of Warranty. The foregoing warranties do not apply if (1) repair or replacement is required as a result of causes other than normal use, including, without limitation, repair, maintenance or modification of the MyID Products by persons other than Intercede Authorised personnel; Customer's accident, fault or negligence; operator error; Customer's failure to incorporate any Fixes that Intercede makes available to Customer; use of the MyID Products other than as set forth in the Documentation; or causes external to the MyID Products such as, but not limited to, failure of electrical power or fire or water damage; or (2) the MyID Products are used with software or equipment other than that for which they were designed as set forth in the Documentation.

(C) **WARRANTY DISCLAIMER.** OTHER THAN INTERCEDE'S EXPRESS WARRANTIES SET FORTH IN THIS SECTION 6, INTERCEDE AND ITS LICENSORS DISCLAIM ALL EXPRESS AND IMPLIED WARRANTIES AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER'S SOLE REMEDY FOR BREACH OF SUCH EXPRESS LIMITED WARRANTIES IS A CORRECTION, FIX OR REFUND AS SET FORTH IN THIS SECTION 6. Customer understands that, if it purchased this MyID Software from an Authorised Reseller, then such Authorised Reseller is not Intercede's agent and is not Authorised to make any representations, conditions, covenants or warranties, statutory or otherwise, on Intercede's behalf nor to vary any provision of this Agreement. In addition, Customer acknowledges that, unless otherwise agreed by such Authorised Reseller in writing or prohibited by law, the limitations in this Section 6(C) and Section 7 below also apply to and benefit such Authorised Reseller. This Section 5 gives Customer specific legal rights. As some jurisdictions do not allow the exclusion of implied conditions or warranties, statutory or otherwise, the exclusions in this Section 6(C) may not apply to Customer, and Customer may also have other rights that vary from jurisdiction to jurisdiction.

7. Limitation of Liability.

INTERCEDE'S LIABILITY IS LIMITED IN ANY EVENT TO ACTUAL DIRECT DAMAGES TO THE EXTENT CAUSED SOLELY BY INTERCEDE'S ACTS OR OMISSIONS. INTERCEDE'S MAXIMUM LIABILITY IS THE AMOUNT PAID FOR THE SPECIFIC PRODUCT OR SERVICE THAT DIRECTLY CAUSED SUCH DAMAGE. IN NO EVENT WILL CUSTOMER OR INTERCEDE BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES, LOST BUSINESS PROFITS, OR LOSS, DAMAGE OR DESTRUCTION OF DATA, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF WARRANTY OR OTHERWISE, EVEN IF CUSTOMER OR INTERCEDE HAS BEEN ADVISED OF THE POSSIBILITY OF THE SAME. INTERCEDE'S LICENSORS HAVE NO LIABILITY OF ANY KIND ARISING UNDER THIS AGREEMENT. INTERCEDE EXPRESSLY DISCLAIMS ALL LIABILITY ASSOCIATED WITH ANY THIRD PARTY OPEN SOURCE CODE INCLUDED IN THE MyID PRODUCTS. NO LIMITATION AS TO DAMAGES FOR PERSONAL INJURY IS HEREBY INTENDED. Neither party shall bring any action, whether in contract or tort, including negligence, arising out of or in connection with this Agreement, more than two years after the cause of action has accrued.

8. Termination.

(A) **Termination.** This Agreement terminates:

- (1) 30 days after written notice from one party to the other of the defaulting party's material breach of this Agreement, which breach is not cured within such 30-day period;
- (2) at the end of the current term upon proper receipt of written notice by one party from the other party pursuant to Section 4D that it will not be renewing the Agreement,
- (3) after written notice from Customer to Intercede without Cause, provided that such termination shall not be effective until six (6) months after the end of the then current term;
- (4) immediately upon written notice from Intercede to Customer of a material breach of Section 2; and
- (5) immediately upon written notice by either party if the other party (a) becomes insolvent; (b) files a petition, or has a petition filed against it, under any laws relating to insolvency, and the related insolvency proceedings are not dismissed within 60 days after the filing of such petition; (c) enters into any voluntary arrangement for the benefit of its creditors; (d) appoints, or has appointed on its behalf, a receiver, liquidator or trustee of any of such party's property or assets; or (e) ceases to carry on business in the ordinary course.

(B) Effect of Termination. After any termination of this Agreement or Customer's licence to use any of the MyID Products, promptly upon Intercede's request Customer shall, at Intercede's option, either return to Intercede or an Authorised Reseller, or destroy and certify in writing to Intercede that it has destroyed, the original and all copies, in whole or in part, in any form, of the affected MyID Software and Documentation.

(C) Survival. Sections 3, 5(B), 7, 8(B), 8(C) and 9 survive any termination of this Agreement.

9. Export.

The MyID Software is subject to United Kingdom export control laws and regulations that may restrict exports, re-exports and disclosures to foreign persons of cryptographic items, and (2) certain foreign laws that may restrict the export, re-export, import and/or use of such items. Performance of this Agreement is expressly made subject to any export laws, regulations, orders or other restrictions imposed by the United Kingdom or any other country or governmental entity on the MyID Software or information relating thereto. Notwithstanding any other provision of this Agreement to the contrary, Customer shall not directly or indirectly import, export or re-export any MyID Software or information pertaining thereto to any country or foreign person to which such import, export or re-export is restricted or prohibited unless Customer first secures, if applicable, an appropriate export licence or other governmental approval. Customer unconditionally accepts full responsibility for compliance with these requirements.

10. Miscellaneous.

(A) Governing Law. This Agreement and all relationships created hereby will in all respects be governed by and construed in accordance with the laws of England & Wales without regards to its conflict of laws principles. The parties consent to the exclusive jurisdiction of the courts located in England & Wales.

(B) Entire Agreement; Modification and Waiver. This Agreement constitutes the entire understanding between Customer and Intercede with respect to the subject matter hereof, and Intercede makes no representations to Customer except as expressly set forth herein. Terms and conditions set forth in any purchase order or other document provided by Customer to Intercede that differ from, conflict with, or are not included in this Agreement are not part of any agreement between Intercede and Customer unless specifically accepted by Intercede in writing. This Agreement shall not be deemed or construed to be modified, amended or waived, in whole or in part, except by written agreement of the parties hereto. The failure of either party, in any one or more instances, to enforce any of the terms of this Agreement shall not be construed as a waiver of future enforcement of that or any other term.

(C) Assignment. Customer may not assign this Agreement, or any of its rights or obligations hereunder, without Intercede's written consent, which consent shall not be unreasonably withheld.

(D) Severability. If any provision of this Agreement is for any reason held illegal or unenforceable, then such provision shall be deemed separable from the remaining provisions of this Agreement and shall in no way affect or impair the validity or enforceability of the remaining provisions of this Agreement.