

SOFTWARE AS A SERVICE LICENSE AGREEMENT (v15-September-2021)

This Software as a Service License Agreement ("SaaS Agreement") is by and between the legal entity ("Company"), as described in the applicable Quotation, as further defined below, and sets forth the terms, conditions, rights and restrictions for which Beyond Identity Inc., a Delaware corporation with offices located at 447 Broadway, Suite #583, New York, NY 10013 United States and any of its subsidiaries and affiliates (collectively or individually referred to as "Beyond Identity") is willing to license Beyond Identity's proprietary software ("Software") and third-party software, and provide consulting, installation, configuration, maintenance and technical support services (collectively referred to as "Services") to Company. Unless otherwise governed by a signed contract between Company and Beyond Identity, this SaaS Agreement will apply to any Quotations made for Beyond Identity's Software, Services and Company's use thereof and such use is expressly contingent upon Company's acceptance of this SaaS Agreement, "AS IS".

All additional and conflicting terms and conditions presented with or in any communication, including but not limited to those set forth in any P.O., except with respect to price, quantity, and location are hereby rejected, and shall be deemed *null* and *void*.

1. Definitions.

"Acceptable Use Policy" and/or "AUP" shall mean the set of rules and restrictions that Beyond Identity may modify or update from time to time which set forth the proper way for Company to utilize Beyond Identity's network and for permitted and appropriate use of the Software as a Service by Company, a copy of which is located at <http://beyondidentity.com/docs/terms-legal>, which is hereby incorporated by reference.

"API(s)" shall mean the software application interfaces and workflow methods made generally available by Beyond Identity to enable integration, implementation, and interoperability with third-party hardware and software.

"Data Protection Act" shall mean the EU General Data Protection Regulation (GDPR) (EU 2016/679), US Health Information Portability and Accountability Act (HIPAA) (29 U.S. Code § 1181, *et seq.*), US Gramm Leach Bliley Act (GLBA) (15 U.S. Code § 1681), the California Consumer Privacy Act, and other applicable regulations which seek to protect the processing and storage of personal information.

"Documentation" shall mean any installation guides, reference guides, operation manuals and release notes provided with the Software in printed, electronic, or online form.

"Fees" shall mean the applicable fees due to Beyond Identity, as detailed in a Quotation, payable by Company in consideration for Beyond Identity providing to Company the Software, Subscription Services, Maintenance & Support, and/or license grants, set forth herein.

"Function(s)" shall mean additional features or usages of the Software for which Beyond Identity may charge an additional fee.

"Go-Live Date" shall mean the first day that Beyond Identity provides to Company access to utilize the Software as a Service for the Subscription Term.

"License Term" shall mean the period of time for which Company may use and access the Software, as set forth herein, as further detailed in the applicable Quotation.

"Personal Data" shall mean any information relating to an identified or identifiable natural person (hereafter a "Data Subject"); an identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to his physical, physiological, mental, economic, cultural or social identity.

"Professional Services" shall mean (i) configuration and installation services performed by Beyond Identity's personnel and/or agents for the benefit of Company as reflected in an applicable Statement of Work(s) and/or Quotation(s); (ii) SOWs; or (iii) per a pre-configured service package; and/or (iv) training services provided by Beyond Identity's personnel and/or agents for the benefit of Company's personnel, agents or representatives.

"Maintenance & Support" &/or "M&S Services" shall mean those maintenance and support services provided to the Company as further set forth in the then-current Support Policy ("M&S Schedule"), a copy of which may be reviewed at <http://beyondidentity.com/docs/terms-legal>.

"Purchase Order(s)" & "P.O.(s)" shall mean a purchaser order document, in tangible or intangible form (*e.g.* .rtf, .pdf, formats, etc.), issued by Company, indicating Company's acceptance of the reference Quotation therein and this SaaS Agreement, without regards to any conflicting terms and conditions presented therein, except with respect to price, quantity, and location of Software or Services.

"Quotation" &/or "Quote" shall mean the document under which Beyond Identity offers for sale and licenses its Software, Services, and other services.

"Software as a Service" &/or "SaaS" shall mean the Software residing on a Beyond Identity controlled network system servers, for which Company may access and utilize the Function(s) licensed herein and as further described in the applicable Quotation.

"Software Development Kit" &/or "SDK" shall mean a set of software components, APIs, tools and Documentation that enables the Company to develop API(s) to allow for further interoperability with the Services.

"Statement of Work(s)" &/or "SOW(s)" shall mean the document(s), which detail Professional Services to be performed by Beyond Identity, for the benefit of Company in furtherance of this Agreement, which references this Agreement and is signed by duly authorized representatives of the Parties.

"Subscription Term" shall mean the period of time commencing upon the Go-Live Date, which Company is entitled to utilize the SaaS, so long as Company has not lapsed in the payment of all applicable Subscription Services Fees due under any applicable Quotations.

“User(s)” shall mean an individual who is authorized by Customer to utilize the Services.

2. License Grant & Restrictions. Subject to payment of the applicable Fees set forth in an applicable Quotation, Beyond Identity grants Company a limited, non-exclusive, non-transferable, revocable license to use the Software and Third-party Materials, as defined below, in conjunction with the Software for Company’s internal business purposes in accordance with the Documentation for the Subscription Term and/or License Term, as applicable.

2.1 Evaluation License. Should the applicable Quotation indicate that the licenses granted therein are evaluation licenses, Beyond Identity hereby grants Company a temporary, non-exclusive, non-transferable, revocable license to use the Software solely for internal testing, evaluation, proof-of-concept or demonstration purposes during the evaluation period set forth therein.

2.2 Pre-Released Software. Should the applicable Quotation indicate that the licenses granted are for Software not yet commercially available (“Pre-Released Software”), then Beyond Identity grants Company a temporary, non-exclusive, non-transferable, revocable license to use the Pre-Released Software and the associated Documentation, if any, as provided to Company by Beyond Identity solely for internal evaluation purposes. Beyond Identity may terminate Company’s right to use the Pre-Released Software at any time at Beyond Identity’s sole discretion. Company’s use of the Pre-Released Software is limited to thirty (30) calendar days unless otherwise set forth in the applicable Quotation. Company acknowledges and agrees that (i) Beyond Identity has not promised or guaranteed to Company that the Pre-Released Software will be announced or made available to anyone in the future; (ii) Beyond Identity has no express or implied obligation to Company to announce or introduce the Pre-Released Software; (iii) Beyond Identity may not introduce Software similar to or compatible with the Pre-Released Software; and (iv) any use of the Pre-Released Software or any Software associated with the Pre-Released Software is entirely at Company’s own risk. During the term of this SaaS Agreement, if requested by Beyond Identity, Company will provide feedback to Beyond Identity regarding use of the Pre-Released Software. Company will not disclose any features or functions of any Pre-Released Software until Beyond Identity makes the Pre-Released Software publicly available.

2.3 SDK License. Beyond Identity grants Company a limited, non-exclusive, non-transferable revocable license to use the SDK, together with applicable documentation, any sample code, and any sample applications provided with the SDK, to create APIs solely in connection with Software for Company’s internal business purposes.

2.4 Third-party Technology. The Software may contain embedded third-party technology (“Third-party Materials”). Such Third-party Materials are licensed for use solely with the Software. Third-party Materials are provided subject to the applicable third-party terms of use (“ToU”). Company agrees to abide by the ToU and/or to obtain any additional licenses that may be required to use the Third-party Materials.

2.5 License Restrictions. Company specifically agrees to limit the use of the Software, Documentation, and Third-party Materials to those specifically granted in this SaaS Agreement for the Subscription Term as set forth in the applicable Quotation. Without limiting the foregoing, Company specifically agrees not to (i) attempt to reverse engineer, decompile, disassemble, or attempt to derive the source code of the Software or any portion thereof; (ii) modify, port,

translate, localize or create derivative works of the Software and/or Third-party Materials; (iii) remove any of Beyond Identity’s or its vendors’ copyright notices and proprietary legends; (iv) attempt to circumvent, disable or defeat the limitations on Beyond Identity’s use of the Software, which are encoded into the Software and/or Third-party Materials; (v) use the Software and/or Third-party Materials (a) to infringe on the intellectual property rights of any third party or any rights of publicity or privacy; (b) to violate any law, statute, ordinance or regulation (including but not limited to the laws and regulations governing export/import control, unfair competition, anti-discrimination and/or false advertising); (c) to propagate any virus, worms, Trojan horses or other programming routine intended to damage any system or data; and/or (d) such that the total number of Users used, the Functions licensed, and IDs issued are in excess of the total number allocated to Company, as reflected in the applicable Quotation; (vi) file copyright or patent applications that include the Software and/or Third-party Materials or any portion thereof; and/or (vii) use the Third-party Materials within any other applications or products other than with the Software.

3. Intellectual Property Rights & Protection.

3.1 Intellectual Property Rights. Beyond Identity retains all rights, title and interest in such Software and Services. In all instances, Beyond Identity and its third-party, as applicable, retains all rights, title, and interest, including but not limited to all intellectual property rights such as copyright, patent, trademark, service mark, trade secret, and *suis generis* rights in and to the Software, SDK, and Third-party Materials, and all copies thereof including all derivations, modifications and enhancements thereto. This Agreement does not provide Company with title or ownership of the Software, SDK, and Third-party Materials, but only a right of limited use.

3.2 License & IP Audit Rights. Company agrees to maintain records reasonably required to verify its compliance with this SaaS Agreement, including but not limited to Customer’s compliance with the restriction set forth in Section 2.5 “License Restrictions”. Within fifteen (15) calendar days of receipt of a written request, Customer shall either (i) provide a certified report indicating the number of Users being utilized; (ii) conduct a webinar to show Beyond Identity the number of Users being utilized; or (iii) allow Beyond Identity to remotely access the Company’s controlled network system servers. In the event that Beyond Identity determines that Company has over deployed the Software such that it is utilizing more Users than licensed hereunder, Beyond Identity shall notify Customer in writing of any alleged discrepancy and Company agrees to pay such amounts within thirty (30) calendar days from receipt of such notification. The amount due shall be calculated from the initial time of over deployment and shall be subject to interest at the lesser of one and a half (1.5 %) percent per month or the highest rate permitted by law.

4. Acceptable Use Policy & Operational Concerns.

4.1 Appropriate Use of the SaaS. While Services may be used by the appropriate User(s) that Company authorizes, Company may not sublicense, resell or supply the Service for use in or for the benefit of any other organization, entity, business, or enterprise without Beyond Identity’s prior written consent. Company agrees not to submit to the SaaS any material that is illegal, misleading, defamatory, indecent or obscene, in poor taste, threatening, infringing of any third-party proprietary rights, invasive of personal privacy, otherwise objectionable or in violation of Beyond Identity’s AUP (collectively “Objectionable Matter”). Company will be responsible to ensure that its end-users do not submit any Objectionable Matter. In addition, Beyond Identity reserves the right to remove any data that

constitutes Objectionable Matter or violates any Beyond Identity rules regarding appropriate use or AUP, but is not obligated to do so. Company and end-users will comply with all applicable laws regarding Company's Data, use of the Service and the Software, including laws involving private data and any applicable export controls. Beyond Identity reserves the right to terminate this Agreement for cause in case Company materially breaches the provisions of this Section.

4.2 Certificate Security. Company is responsible for maintaining the security and confidentiality of all certificates, usernames, identification numbers, and access keys. Company shall not disclose or make available such certificates, usernames, identification numbers, and access keys other than to Company authorized employees and shall use best efforts to prevent unauthorized access to, or use of, the Services. In the event that Company makes such certificates, usernames, identification numbers, and access keys available to any third-party, as between Beyond Identity, its suppliers and Company, Company shall be solely liable for all actions taken by such third-party and resulting consequences. Company agrees to notify Beyond Identity immediately of any unauthorized use, loss or theft of any such certificates, usernames, identification numbers, and access keys, or any other known or suspected breach of security.

4.3 Termination or Suspension of Services. Beyond Identity reserves the right to suspend or terminate, immediately without notification, any of Company's or an individual user's access to the SaaS that, which in Beyond Identity's reasonable opinion, (i) is or has the potential of disrupting or causing harm to Beyond Identity's or any third-party's computers, networks, systems or infrastructure; (ii) is in violation of the Beyond Identity AUP; (iii) is in violation of state, federal and/or international laws/policies regarding "spam," including, without limitation, the CAN-SPAM Act of 2003; (iv) is in violation of state, federal and/or international laws/policies regarding data protection including, without limitation, the California Consumer Privacy Act, EU General Data Protection Regulation 2016/679, the HIPAA Security and Privacy Rule (45 CFR Parts 160, 162 & 164); (v) the use of Services adversely affects Beyond Identity's or its suppliers' equipment, security network infrastructure, or service(s) to others; (vi) a court or other governmental authority having jurisdiction issues an order prohibiting Beyond Identity from furnishing the Services to Company; or (vii) Company fails to pay undisputed charges for the Services after being given notice; provided Fees will continue to accrue for Company's Data notwithstanding any suspension and Company will remain liable for all Fees; and/or (viii) violates Section 2 "License Grant & Restrictions" or Section 4 "Acceptable Use Policy & Operational Concerns".

5. Warranties.

5.1. Software Warranty. Beyond Identity warrants, for Company's benefit alone, that the Software will conform materially and substantially to the Documentation during the Subscription Term ("Software Warranty"), as set forth in the applicable Quotations.

5.2 Professional Services Warranty. Beyond Identity warrants that all Professional Services shall be performed in a professional and workmanlike manner, consistent with then-current industry standards ("Professional Services Warranty"). Company's sole and exclusive remedy for a breach of the Professional Services Warranty shall be, at Beyond Identity's option, either to (i) re-perform such Professional Services; or (ii) to provide Company with a refund for the allegedly defective Professional Services. Such remedy shall only be available if Company notifies Beyond Identity in writing

within thirty (30) calendar days of the completions of each individual deliverable as set forth in the applicable Statement of Work.

5.3 Warranty Exclusions. The foregoing warranties set forth herein do not apply to any failure of the Software or Services caused by (a) Company's failure to follow Beyond Identity's installation, operation, or Services instructions, procedures, or Documentation; (b) Company's mishandling, misuse, negligence, or improper installation, de-installation, storage, servicing, or operation of the Software; (c) modifications or repairs not authorized by Beyond Identity; (d) use of the Software in combination with equipment or software not supplied by Beyond Identity or authorized in the Documentation; and/or (e) power failures or surges, fire, flood, accident, actions of third parties, or other events outside Beyond Identity's reasonable control. Beyond Identity cannot and does not warrant the performance or results that may be obtained by using the Software, nor does Beyond Identity warrant that the Software are appropriate for Company's purposes or error-free. If during the Software Warranty Period, a nonconformity is reported to Beyond Identity, Beyond Identity, at its option, will use commercially reasonable efforts to repair or replace the non-conforming Software. THE REMEDIES STATED IN THIS SECTION 5, "WARRANTIES", ARE COMPANY'S SOLE AND EXCLUSIVE REMEDY, AND BEYOND IDENTITY'S SOLE LIABILITY FOR A BREACH OF WARRANTY. EXCEPT FOR THE EXPRESS WARRANTIES STATED IN THIS SECTION 5, "WARRANTIES", BEYOND IDENTITY DISCLAIMS ALL WARRANTIES ON MERCHANDISE SUPPLIED UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

6. Maintenance & Support Services. So long as Company has not lapsed in its payment of Subscription Service Fees due hereunder during the Subscription Term, Beyond Identity shall provide Company (i) support services as further described in then-current M&S Schedule, a copy of which may be reviewed at <http://beyonddidentity.com/docs/terms-legal>; (ii) all upgrades and updates, at no additional charge ((i) and (ii) may individually or collectively be referred to as "M&S Services"). It is the responsibility of Company to obtain and install all upgrades and updates. Beyond Identity reserves the right to withhold M&S Services if Company (i) has lapsed in payment of the applicable Subscription Fees; (ii) failed to update the Software.

7. Prices, Payments & Taxes.

7.1 Prices. The prices for Software, Subscription Services, and License Fees are set forth in the applicable Quotation(s); and the prices for Professional Services Fees are set forth in Statements of Work(s) and/or Quotation(s). All Fees are exclusive of sales, use, value-added or other excise tax, however designated or levied, and therefore are subject to an increase in an amount equal to any tax Beyond Identity may be required to collect or pay (excluding taxes on its income). Company acknowledges and agrees that all prepaid Fees are non-refundable and no credits shall be made except as provided for in Section 5, "Warranties".

7.2 Payment. All invoices shall be due and payable within thirty (30) calendar days after invoice date. Unless otherwise specified in the applicable Quotation all amounts due are in U.S. Dollars. Beyond Identity may impose late charges on overdue payments at a rate equal to the lesser of one and a half (1.5%) percent per month or the highest rate legally permitted by law, calculated from the date payment was due until the date payment is made and all expenses incurred in collection, including reasonable attorneys' fees.

7.3 Taxes. Company shall be liable for payment of all local state and federal sales, use, excise, personal property or other similar taxes or duties that are levied upon and related to the performance of obligations or exercise of rights under this Agreement. Beyond Identity may be required to collect and remit taxes from Company, unless Company provides Beyond Identity with a valid tax exemption certificate. Beyond Identity will invoice Company for all such taxes based on Software and/or Services provided hereunder. In no event will either party be responsible for any taxes levied against the other party's net income.

8. Confidential Information & Data Rights.

8.1 Confidential Information. "Confidential Information" shall mean any and all non-public technical, financial, commercial or other confidential or proprietary information, Services, roadmaps, pricing, software code, Documentation, techniques and systems, and any and all results of benchmark testing run on the Software. Neither party will disclose Confidential Information to any third party except to the extent such disclosure is necessary for performance of this SaaS Agreement, or it can be documented that any such Confidential Information is in the public domain and generally available to the general public without any restriction, or to the extent disclosure is expressly required by applicable law. Each party will use the same degree of care to protect Confidential Information as Company uses to protect Company's own confidential information but in no event less than reasonable care.

8.2 Data Usage Rights. During the Term, Company may provide to Beyond Identity certain data about Company's use of the Software ("Company Data"). Beyond Identity may use such Company Data in connection with the performance of its obligations under this SaaS Agreement. Company hereby agrees to strictly comply with any and all applicable Data Protection Acts with regards to the transfer, handling, storage and processing of Personal Data. Company acknowledges and agrees that should Company transfer Personal Data to Beyond Identity, or other third-party vendors of Beyond Identity or if the Company Data contains Personal Data, Company will serve as such Personal Data's "Controller", as set forth in the applicable Data Protection Acts. Further, in the event of a breach of Personal Data, attributed to Company's actions or inactions in furtherance of this SaaS Agreement, in violation of the Data Protection Acts, Company shall promptly (i) take all necessary steps to curtail such breach; (ii) undertake all necessary actions to mitigate damages; (iii) provide the necessary notification and remediation, as set forth in the applicable Data Protection Act; and (iv) aid and assist in Beyond Identity's efforts to do the same, at Company's sole cost and expense.

8.3 Collected Data Rights. In furtherance of Beyond Identity fulfilling its obligations under this SaaS Agreement, Beyond Identity may collect certain data regarding Company's use of the Software ("Collected Data"). With respect to any such Collected Data, solicited or unsolicited, so long as the Collected Data is not revealed, nothing stated herein or in the parties' dealings arising out of or related to this SaaS Agreement, restricts Beyond Identity's right to derive, create, alter, add-to, or modify the Software, by using the information and know-how gained from analyzing such Collected Data. It is specifically acknowledged and agreed between the Parties that that no compensation, whatsoever, is nor shall be due to Company for any Data or use thereof. Further, Beyond Identity shall have no obligation to incorporate into the Software, any suggestions or ideas provided by Company, directly or indirectly, related to the Software.

8.4 Reference Customer. Company agrees that Beyond Identity may identify Company as a user of the Services and use Company's trademarks and/or logo (i) in its sales presentations, promotional/marketing materials, and press releases, and (ii) in order to develop a brief customer profile for use by Beyond Identity on its website and other promotional channels for promotional purposes.

9. Term & Termination. The term of this SaaS Agreement shall be for the duration of the Subscription Term as set forth in the applicable Quotation. During Subscription Term either party may terminate this SaaS Agreement, immediately, upon providing written notice of material breach to the other party, if such other party fails to cure such materially breaches within a period of thirty (30) calendar days following receipt of such written notice. Upon any termination of this SaaS Agreement, (i) all licenses granted hereunder shall immediately terminate, (ii) Company will either return the Software and Documentation, or with Beyond Identity's prior written consent, destroy the Software and Documentation.

10. LIMITATION OF LIABILITY & EXCLUSION OF CONSEQUENTIAL DAMAGES.

10.1 LIMITATION OF LIABILITY. BEYOND IDENTITY SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE UNLESS SUCH LOSS OR DAMAGE IS DUE TO BEYOND IDENTITY'S NEGLIGENCE AND/OR WILLFUL MISCONDUCT. IF BEYOND IDENTITY IS FOUND LIABLE, THE AMOUNT OF BEYOND IDENTITY'S MAXIMUM LIABILITY FOR ANY AND ALL LOSSES AND/OR DAMAGES (IN CONTRACT, TORT, OR OTHERWISE) SHALL NOT EXCEED THE TOTAL AMOUNT OF ALL LICENSE FEES ACTUALLY PAID TO BEYOND IDENTITY FOR THE RELEVANT BEYOND IDENTITY SAAS AND/OR SERVICES WITHIN THE PRIOR SIX (6) MONTHS FROM WHICH SUCH CLAIM ARISES.

10.2 EXCLUSION OF CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, AND/OR INCIDENTAL DAMAGES, WHATSOEVER, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOSS OF DATA, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE.

10.3 ESSENTIAL PURPOSE. THE LIMITATION OF LIABILITY AND EXCLUSION OF CERTAIN DAMAGES STATED HEREIN SHALL APPLY REGARDLESS OF THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY. BOTH PARTIES HEREUNDER SPECIFICALLY ACKNOWLEDGE THAT THESE LIMITATIONS OF LIABILITY ARE REFLECTED IN THE PRICING.

11. Indemnification. For any claims based on Company's breach of Sections titled, "License Grant and Restrictions", "Confidential Information & Data Usage Rights", "Compliance & Export Controls", and/or Company use of Software, Company hereby agrees to indemnify, defend, and hold Beyond Identity harmless against such claim(s) at Company's expense and pay all damages that a court of competent jurisdiction finally awards, provided that Beyond Identity (i) promptly notifies Company in writing of the claim(s); (ii) allows Company to control the defense or any related settlement negotiations; and (iii) cooperates with Company in the defense of any such claim(s); provided, that, Company will not affect any settlement unless such settlement provides Beyond Identity with a full release.

12. Compliance & Export Controls. Company shall comply fully with all applicable laws, rules, and regulations including those of the United States, and any and all other jurisdictions globally, which apply to Company's business activities in connection with this SaaS Agreement. Company acknowledges that the Beyond Identity Software and/or Beyond Identity Services are subject to United States Government export control laws. Company shall comply with all applicable export control laws, obtain all applicable export licenses, and will not export or re-export any part of the Software and/or Services to any country in violation of such restrictions or any country that may be subject to an embargo by the United States Government or to End-Users owned by, or with affiliation to, such countries embargoed by the United States Government.

13. U.S. Government Use Notice. The Software is a "Commercial Item", as that term is defined at 48 C.F.R. § 2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," as such terms are used in 48 C.F.R. § 12.212 and 48 C.F.R. § 227.7202, as applicable. Consistent with 48 C.F.R. § 12.212 and 48 C.F.R. § 227.7202-1 through 227.7202-4, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government End-Users (a) only as Commercial Items and (b) with only those rights as are granted to all other End-Users pursuant to the terms and conditions herein. For some components of the Software as specified in the Exhibit, Attachment, and/or Schedule, this Software and Documentation are provided on a RESTRICTED basis. Use, duplication, or disclosure by the United States Government is subject to restrictions set forth in Subparagraphs (c) (1) and (2) of the Commercial Computer Software Restricted Rights at 48 CFR 52.227-19, as applicable.

14. Relationship with Third Parties. The relationship between the parties established by this SaaS Agreement is that of independent contractors, and nothing contained in this SaaS Agreement shall be construed to: (i) give either party the power to direct or control the day-to-day activities of the other; (ii) constitute the parties as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking or franchise; (iii) allow Company to create or assume any obligation on behalf of Beyond Identity for any purpose whatsoever; or (iv) allow any Company, End-User, or other person or entity not a party to this SaaS Agreement to be considered a third-party beneficiary of this SaaS Agreement.

15. General Provisions.

15.1 Entire Agreement T&Cs & Integration. This SaaS Agreement and all Exhibits referencing this SaaS Agreement represent the entire agreement between the parties on the subject matter hereof and supersede all prior discussions, agreements and understandings of every kind and nature between the parties. Neither party shall be deemed the drafter of this SaaS Agreement. No modification of this SaaS Agreement shall be effective unless in writing and signed by both parties. All additional and conflicting terms and conditions presented with or in any communication, including but not limited to Company's P.O., except with respect to price, quantity, and location specified in a P.O., are hereby rejected, and shall be deemed null and void.

15.2 Severability & Survival. The illegality or unenforceability of any provision of this SaaS Agreement shall not affect the validity and enforceability of any legal and enforceable provisions hereof. Should any provision of this SaaS Agreement be deemed unenforceable by a court of competent jurisdiction then such

clause shall be re-construed to provide the maximum protection afforded by law in accordance with the intent of the applicable provision. Any provision contained herein, which by its nature should survive the termination of this SaaS Agreement shall survive, including, but not limited to, the Section titled "Confidential Information & Data Usage Rights", "Limitation of Liability & Exclusion of Consequential Damages", "Indemnification", "Compliance & Export Controls", and "General Provisions".

15.3 Assignment. Neither party may assign any rights or delegate any obligations hereunder, whether by operation of law or otherwise, except in the case of a sale of either party's business whether by merger, sale of assets, sale of stock or otherwise, or except with the prior written consent of the other party, which consent will not be unreasonably withheld. This SaaS Agreement bind the parties, their respective participating subsidiaries, affiliates, successors, and permitted assigns.

15.4 Applicable Law & Disputes. The parties specifically agree that the U.N. Convention on the International Sale of Goods, the Uniform Computer Information Transactions Act ("UCITA"), shall not apply to any and all actions performed by either party hereunder in furtherance of this SaaS Agreement. This SaaS Agreement and all resulting claims and/or counterclaims shall be governed, construed, enforced and performed in accordance with the laws of the State of New York, United States of America, without reference and/or regard to its conflicts of laws principles. Any such dispute arising out of or in connection or associated with this SaaS Agreement shall be referred to and finally resolved by arbitration, by a single arbitrator, in accordance with the Rules of the American Arbitration Association then in force ("Arbitration"); provided, however, that either party may, at its sole discretion, seek injunctive relief in the courts of any jurisdiction as may be necessary and appropriate to protect its proprietary or confidential information. The language used in the arbitral proceedings, and the governing language of this SaaS Agreement, shall be English. Unless otherwise mutually agreed upon in writing by the parties, the site of the Arbitration shall be in New York City, New York, U.S.A. Judgment upon the award of the arbitration may be entered in any court having jurisdiction thereof.

15.5 Force Majeure. Neither party shall be liable for any failure or delay in performing Services or any other obligation under this SaaS Agreement, nor for any damages suffered by the other or an end-user by reason of such failure or delay, which is, indirectly or directly, caused by an event beyond such party's foreseeable control including but not limited to strikes, riots, natural catastrophes, terrorist acts, pandemic, governmental intervention, or other acts of God, or any other causes beyond such party's reasonable control.

15.6 Waiver. Each party agrees that the failure of the other party at any time to require performance by such party of any of the provisions herein shall not operate as a waiver of the rights of such party to request strict performance of the same or like provisions, or any other provisions hereof, at a later time.

15.7 Notices. All notices under this SaaS Agreement shall be in English and shall be in writing and may be sent to a party's headquarters labelled "Attn: Legal", either by (i) registered airmail; (ii) overnight delivery through a reputable third-party courier; or (iii) via electronic mail (email) sent "read receipt" and "delivery receipt". With respect to Beyond Identity's receipt of electronic notice set forth in (iii) above such notice shall only be deemed received once Company receives a confirmation of "read receipt" and "delivery receipt" and such notice shall only be valid if sent to legal@beyondidentity.com.

BEYOND IDENTITY

Page 6 of 6

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