

Professional Services Agreement

This Agreement is made between SecureAuth Corporation (**Company**) and the customer executing this Agreement (**Customer**). This Agreement is effective as of the last date signed (**Effective Date**).

You may not receive Professional Services if you are our direct competitor, as determined by us in our sole discretion, except with our prior written consent. In addition, you may not receive Professional Services for purposes of evaluating or monitoring their quality or performance, or for any other benchmarking or competitive purposes.

1. DEFINITIONS

“Affiliate” means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. **“Control,”** for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting or equivalent rights of the subject entity.

“Change Order” means any change to a SOW or Order. Change Orders will be deemed incorporated by reference in the applicable SOW or Order.

“Company Material(s)” means (a) the Software; (b) the technology, information, idea, design, specification, concept, system, technique, work of authorship, invention, or process of any kind and any associated Intellectual Property Rights, that is proprietary to or licensed by us, including as embodied or used in the Professional Services; (c) all changes, modifications, updates, or enhancements to any of the foregoing in subsection (a) and (b) made by us; and (d) all derivative works from any of the foregoing in subsections (a), (b) or (c) made by us.

“Deliverable” means all items developed for or provided to you in furtherance of this Agreement as specifically identified as a Deliverable in the applicable SOW. Without limiting or expanding the foregoing, Deliverables do not include Professional Service Packages, third party products, work for hire, or custom development.

“Intellectual Property Rights” means current and future worldwide rights under patent, copyright, trade secret, trademark, tradename, moral rights, mask works and other similar rights, whether or not specifically recognized or perfected under the laws of the jurisdiction in which the Professional Services are used or offered.

“Order” means an ordering document (e.g., quote, work order, order form, SOW) specifying the Professional Services to be provided and that is entered into between you and us or any of our Affiliates and which incorporates this Agreement by reference. Notwithstanding any language to the contrary in the Order, all Professional Services purchased under an Order are purchased separately from the Subscription Services.

“Professional Services” means work performed by us or our Affiliates under a SOW, including our provision of any Deliverables specified in a SOW or Professional Service Packages specified in an Order. We offer Professional Services for standard consulting, installation, integration, configuration, tailoring, architectural review, and other time and materials services. Training and education services are not Professional Services and are not covered by this Agreement.

“Professional Service Packages” means standard project packages identified on our website and your Order.

“Software” means proprietary software applications, including selected modules, APIs, and connectors sold, licensed or otherwise offered for commercial use by us as part of our Subscription Services.

“Statement of Work” or **“SOW”** means a written description entered into under and referencing this Agreement, executed by both parties, detailing professional services or training services to be provided by us in accordance with this Agreement.

“Subscription Services” means our Software, databases, virtual machines or servers, made available via subscription to you under a separate agreement.

“We”, “us”, or “our” means SecureAuth Corporation and/or any of its Affiliates who enter into an Order under this Agreement.

“You” or “your” means the company or other legal entity for which you are accepting this Agreement together with Affiliates of that company or entity which have signed SOWs or Orders for Professional Services.

2. PROFESSIONAL SERVICES

2.1. Scope of Professional Services. We will provide to you the Professional Services specified in each SOW or Order (as applicable), subject to your payment of all applicable fees.

2.2. Relationship to Subscription Services. This Agreement is limited to Professional Services and does not convey any right to use our Software or Subscription Services. Any use of our Subscription Services by you will be governed by a separate agreement. You agree that your purchase of Professional Services is not contingent on the delivery of any future Subscription Service functionality or features, other than Deliverables, subject to the terms of the applicable SOW or Order, or on any oral or written public comments by us regarding future Subscription Service functionality or features.

2.3. Personnel and Subcontractors. We may, in our reasonable discretion, use subcontractors inside or outside the United States to perform any of our obligations under this Agreement. We will be responsible for the performance of Professional Services by our personnel (including employees and contractors) and their compliance with our obligations under this Agreement, except as otherwise specified in this Agreement. While on your premises, our personnel will comply with all reasonable security practices and procedures generally prescribed by you. If you are dissatisfied with the Professional Services personnel, the parties will in good faith determine a resolution. If the resolution involves reassigning personnel, we will do so as soon as practical and commercially reasonable, according to local law. You agree that reassignment of personnel may delay the Professional Services.

3. COOPERATION

3.1. Cooperation. You acknowledge that our timely provision of (and our access to) your facilities, equipment, systems, networks, assistance, cooperation, data, information and materials, your officers, agents and employees (the “**Cooperation**”) is essential to our performance of the Professional Services. As part of the Cooperation, you will (a) designate a project manager or technical lead to liaise with us while we perform the Professional Services; (b) allocate and engage additional resources as may be required to assist us in performing the Professional Services, including but not limited to: technical resources, business decision makers, and third party experts; (c) timely perform any tasks reasonably necessary to enable us to perform our obligations; (d) actively participate in scheduled meetings; and (e) make available to us, at no charge to us, any data, information and any other materials reasonably required by us to perform the Professional Services, including any data, information or materials specifically identified in the SOW or Order (collectively “**Customer Materials**”). You are responsible for ensuring that all Customer Materials are accurate and complete.

3.2. Scheduling, Rescheduling and Cancellation. It is expected that technical sessions will be scheduled at least five (5) business days in advance. Two (2) business days written notice is required for cancelling or rescheduling. If cancellation or rescheduling occurs with less than two (2) business days advance notice, the time allotted will be applied against the applicable SOW or Order. You will reimburse us for any non-refundable expenses we incurred at the time of the cancellation or scheduling.

3.3. Delays. We will not be liable for any delay or deficiency in performing the Professional Services if you do not provide the necessary Cooperation. Any delays in the performance of Professional Services caused by you may result in additional applicable charges for resource time.

3.4. On Hold. The Professional Services will automatically be put on hold if a delay is caused by you and: (a) within three (3) business days of receiving a Change Order, you decide not to execute it or fail to reply; or (b) within three (3) business days of being notified of the delay, you fail to resolve the underlying issue causing the delay. When on hold, we may at our sole discretion, reassign resources currently assigned to the project. Resources will be reassigned to your project only after you complete the interim work necessary to meet the requirements that prompted the delay. Re-engagement and the schedule will be subject to the resource availability at that time. Any project that is put on hold, by you or because of your delay, for more than six (6) months will be deemed complete, any unused pre-paid fees for the Professional Services are non-refundable, and we are not responsible for the resulting condition of Deliverables or the project.

4. DELIVERY AND CHANGE ORDERS

4.1. Delivery. For each SOW or Order, we will contact your designated project manager or technical lead to determine the project start dates based on mutual availability. We will also review the applicable prerequisites and responsibilities to ensure your preparedness upon the mutually agreed-upon start date. Once the project starts, technical sessions will be scheduled based on mutual availability between our and your resources. We will provide the Professional Services, including any Deliverables, in accordance with the Agreement and the applicable SOW or Order.

4.2. Company Responsibilities. We will be responsible for the following activities for the applicable SOW or Order, unless otherwise expressly stated in the applicable SOW or Order: (a) facilitation of project kickoff meeting with your Cooperation; (b) project reporting and notifications, including project budget reporting; (c) coordination of our resources and assignment of our resources; (d) risk and issue reporting and escalation; and (e) managing the adherence to the Deliverables, Professional Services Package or tasks defined within the SOW or Order.

4.3. Change Orders. Changes to a SOW or Order will require a written Change Order signed by the parties prior to implementation of the changes. Changes may include, for example, changes to the scope of work and any corresponding changes to the estimated fees and schedule.

4.4. Normal Business Hours, Weekends and Holidays. Unless otherwise expressly stated in the applicable SOW or Order, Professional Services will be performed Monday through Friday, 8:00 a.m. to 6:00 p.m. local time (**Standard Business Hours**), excluding weekends and holidays, provided each working day shall not exceed eight hours within such time frame. We will perform Professional Services after Standard Business Hours, on a weekend, or on a SecureAuth company holiday only if authorized by you in writing. Weekends and holidays must be scheduled at least ten (10) days in advance. If Professional Services are performed outside of the Standard Business Hours then (a) one and one half (1.5) hours will be consumed/charged for each hour we perform Professional Services outside of Standard Business Hours; and (b) two (2) hours will be consumed/charged for each hour we perform Professional Services on a SecureAuth company holiday.

5. FEES, INVOICING AND TAXES

5.1. Order. By sending us an Order for Professional Services or an executed SOW you will be deemed to have placed a binding commitment to purchase and pay for the Professional Services and other services detailed therein, subject to our acceptance of such Order or SOW.

5.2. Fees. You will pay us for the Professional Services at the rates specified in the applicable SOW or Order, or if no rate is specified in the SOW or Order, our standard rates in effect at the time the SOW or Order is executed. Professional Services are provided on either a time-and-materials or fixed fee basis, as provided in an SOW or Order. Any amount set forth in a time-and-materials SOW is solely a good-faith estimate for your budgeting and our resource-scheduling purposes and is not a guarantee that the work will be completed for that amount; the actual amount may be higher or lower. If the estimated amount is expended, we will continue to provide Professional Services under the same rates and terms. We will periodically update you on the status of the Professional Services and the fees accrued under SOWs or Orders.

5.3. Incidental Expenses. You will reimburse us for reasonable travel and out-of-pocket expenses incurred in connection with Professional Services unless otherwise expressly stated in the applicable SOW or Order. If an estimate of incidental expenses is provided in the applicable SOW or Order, we will not exceed the estimate without your written consent.

5.4. Invoicing and Payment. Charges for Professional Services will be invoiced as stated in the applicable SOW or Order. Invoiced amounts will be due and payable net 30 days from the invoice date, unless otherwise stated in the applicable SOW or Order. Fees are nonrefundable and your payment obligation is not cancelable. You are responsible for providing us with your complete and accurate billing and contact information and notifying us of any changes to your billing and contact information.

5.5. Overdue Charges. Subject to the “Payment Disputes” section, if any invoiced amount is not received by us by the due date, then without limiting our rights or remedies, those charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower. You will pay to us all reasonable costs and expenses for collection of overdue amounts, including legal fees. In addition, we may condition future purchases on payment terms shorter than those specified in this Section 5.

5.6. Suspension of Professional Services. Subject to the “Payment Disputes” section, if any amount owing by you under this or any other agreement for our Professional Services is 30 days or more overdue, we may, without limiting our other rights and remedies, suspend our performance of Professional Services until the amounts are paid in full.

5.7. Payment Disputes. We will not exercise our rights under the “Overdue Charges” or “Suspension of Professional Services” sections above if you are disputing the applicable charges reasonably and in good faith and are cooperating diligently to resolve the dispute. You must provide written notice to us of your good faith dispute within 15 days of invoice receipt. We will promptly review and respond to the notice. After the dispute is resolved, you will immediately pay the invoice. If you fail to provide notice to us within the 15-day period, then your right to dispute the invoice will be deemed waived.

5.8. Taxes. Our fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, **Taxes**). You are responsible for paying all Taxes associated with your purchases. If we have the legal obligation to pay or collect Taxes for which you are responsible, we will invoice you and you will pay that amount, unless you provide us with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, we are solely responsible for taxes assessable against us based on our income, property and employees.

5.9. Prepaid Credits. If you pre-purchase prepaid credits or block hours for Professional Services, then all prepaid credits or block hours must be redeemed within twelve (12) months from the date of the applicable Order. Prepaid credits or block hours may be used for Professional Services. Prepaid credits or block hours will be credited toward work orders issued by us during the applicable time period. At the end of the twelve (12) month period, any remaining prepaid credits or block hours will expire, and no refunds will be provided for any unused prepaid credits or block hours. Prepaid credits and block hours are not transferrable and may not be resold.

6. PROPRIETARY RIGHTS

6.1. Your Intellectual Property. You do not grant to us any rights in or to your intellectual property except as may be required for us to perform our obligations under this Agreement.

6.2. Confidential Information. As between the parties, each party retains all ownership rights in and to its Confidential Information.

6.3. Professional Service Materials. Subject to your rights in the Customer Materials and your Confidential Information, you agree that we will own (and you hereby assign to us) all materials, software, tools, utilities, technology, processes, inventions, devices, methodologies, specifications, documentation, data, inventions, works of authorship and other innovations of any kind, including, without limitation, any improvements or modifications to the Company Materials, our proprietary computer software programs, Subscription Services and related materials, that we or our personnel working for or through us, may make, conceive, develop or reduce to practice, alone or jointly with others, in the course of performing the Professional Services or as a result of the Professional Services, including the Deliverables (collectively ‘**Professional Services Materials**’), including all Intellectual Property Rights therein. You acknowledge that we, in our sole discretion, have the right to license the Professional Services Materials or any portion thereof into products or services for use by other licensees or customers of ours. At our request and expense, you will assist and cooperate with us in all reasonable respects and execute documents and take further acts reasonably requested by us to enable us to acquire, transfer, maintain, perfect and enforce Intellectual Property Rights and other legal protection for the Professional Services Materials. All rights not expressly granted under this Agreement are reserved to us. This Agreement is not for the sale of software.

6.4. License to You. Subject to the terms of this Agreement and upon your payment of fees due under an applicable SOW or Order, we grant to you a worldwide, non-exclusive, non-transferable, non-sub-licensable, revocable license to the Deliverables solely for your internal business purpose in association with your use of our Subscription Services. You must not, without our written consent: (a) use the

Deliverables except as expressly authorized in this Agreement; (b) copy the Deliverables (except for reasonable backup purposes); (c) modify, adapt, or create derivative works of the Deliverables; (d) rent, lease, loan, resell, transfer, sublicense (including but not limited to offering any of the functionality of the Deliverables on a service provider, hosted or time sharing basis) or distribute the Deliverables to any third party; (e) decompile, disassemble or reverse-engineer the Deliverables or otherwise attempt to derive the Deliverables source code; or (f) authorize any third parties to do any of the above. For the avoidance of doubt, Deliverables do not include any of our Subscription Services and any Services will be provided pursuant to our standard license or use agreement.

7. CONFIDENTIALITY

7.1. Confidential Information. Confidential Information means all information disclosed by a party (“**Disclosing Party**”) to the other party (“**Receiving Party**”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information of each party includes the terms and conditions of this Agreement, all SOWs and Orders (including pricing), as well as business and marketing plans, financial information, strategies, data, technology and technical information, research and development, product plans and designs, and business processes disclosed by a party. However, Confidential Information does not include any information that (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (c) is received from a third party without breach of any obligation owed to the Disclosing Party, or (d) was independently developed by the Receiving Party without use of or reference to the Disclosing Party’s Confidential Information.

7.2. Protection of Confidential Information. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to (a) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (b) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates’ employees and contractors who need that access for purposes consistent with this Agreement and who have confidentiality agreements with the Receiving Party containing protections not materially less protective of the Confidential Information than those in this Agreement. Neither party will disclose the terms of this Agreement, any SOW or Order to any third party other than its Affiliates, legal counsel and accountants without the other party’s prior written consent, provided that a party that makes any such disclosure to its Affiliate, legal counsel or accountants will remain responsible for the Affiliate’s, legal counsel’s or accountant’s compliance with Section 7 (Confidentiality).

7.3. Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party: (a) gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted); (b) reasonable assistance, at the Disclosing Party’s cost, if the Disclosing Party wishes to contest the disclosure; and (c) discloses only the information required by law.

8. WARRANTIES AND DISCLAIMERS

8.1. Representations. Each party represents and warrants that it has validly entered into this Agreement and has the legal power to do so.

8.2. Warranty. We warrant that the Professional Services will be performed in a professional and workmanlike manner in accordance with generally accepted industry standards. For any breach of the above warranty, your exclusive remedy and our entire liability will be the re-performance of the applicable Professional Services. If we are unable to re-perform the Professional Services as warranted, you will be entitled to recover the Professional Services fees paid to us for the deficient Professional Services. You must make any claim under the foregoing warranty to us in writing within 30 days of performance of the Professional Services in order to receive warranty remedies. SECTION 8 DESCRIBES OUR SOLE LIABILITY AND YOUR SOLE REMEDY FOR A PROFESSIONAL SERVICES WARRANTY CLAIM.

8.3. Disclaimer. EXCEPT AS OTHERWISE EXPLICITLY PROVIDED IN SECTION 8.2, THE PROFESSIONAL SERVICES ARE PROVIDED "AS IS". THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES AND NEITHER PARTY MAKES ANY OTHER WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, ORAL OR WRITTEN, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, NON-INFRINGEMENT, QUIET ENJOYMENT, INTEGRATION AND WARRANTIES ARISING OUT OF COURSE OF DEALING, USAGE OR TRADE PRACTICE. WE DO NOT WARRANT THAT THE OPERATION OF THE PROFESSIONAL SERVICE MATERIALS OR ANY OF THE PROFESSIONAL SERVICES PERFORMED PURSUANT TO THIS AGREEMENT WILL BE UNINTERRUPTED OR ERROR FREE. BECAUSE THIS DISCLAIMER OF WARRANTY MAY NOT BE VALID IN SOME STATES OR JURISDICTIONS, THE ABOVE DISCLAIMER MAY NOT APPLY TO YOU. In addition to the above disclaimers, we do not warrant and are not liable for (a) making any changes to and/or maintaining any third party software, applications or services that our Subscription Services may integrate or interface with; or (b) for third party software, application or service failures to integrate or interface with our Subscription Services through standard methods and protocols.

9. INDEMNIFICATION

9.1. Indemnifications. Each party (the **Provider**) will defend and indemnify the other party (the **Recipient**) against any claim, demand, suit or proceeding (**Claim**) made or brought against the Recipient by an unaffiliated third party: (a) arising out of death, personal injury or damage to tangible property to the extent caused by Provider or its personnel’s negligent acts or willful misconduct; or (b) alleging that any

information, design, specification, instruction, software, data or material furnished by the Provider under this Agreement (**Material**) infringes or misappropriates a third party's United States patent, copyright or trademark (the **IP Indemnity**). The Provider will have no obligation under this Section to the extent any claim is based on the negligent acts or willful misconduct of the Recipient or its employees or subcontractors.

9.2. Procedure. The party seeking indemnification will promptly notify the other party of the claim and cooperate in defending the claim. Failure to provide timely notice or reasonable assistance will relieve the indemnifying party of its obligations under Section 9 to the extent the indemnifying party has been materially prejudiced. The indemnifying party will have full control and authority over the defense, including appeals, negotiations and any settlement, except that: (a) it may not make an admission of fault on behalf of the other party without written consent, (b) any settlement requiring the party seeking indemnification to admit liability requires prior written consent, not to be unreasonably withheld or delayed, and (c) the other party may join in the defense with its own counsel at its own expense. The indemnifying party will (i) retain and pay attorneys and court costs as part of its defense obligation, (ii) reimburse the other party for reasonable out-of-pocket expenses that it incurs in providing assistance, and (iii) pay the amount of any resulting adverse final judgment (including any award of attorney's fees and costs), penalties, sanctions or settlement. SECTION 9 STATES THE SOLE LIABILITIES AND EXCLUSIVE REMEDIES FOR CLAIMS DESCRIBED IN SECTION 9.

9.3. Exceptions. The Provider will have no liability for an IP Indemnity Claim to the extent that (a) it arises from specifications, or other Material provided by the other party, or (b) the Claim is based on the Recipient's use of a superseded or altered version of Material if infringement or misappropriation would have been avoided by the use of a subsequent or unaltered version of the Material that was provided to the Recipient. In the event that some or all of the Material is held or is reasonably believed by the Provider to infringe or misappropriate, the Provider may in its discretion and at no cost to the Recipient (i) modify or replace the Material so it is no longer claimed to infringe or misappropriate, (ii) obtain a license for the Recipient's continued use of the Material in accordance with this Agreement, or (iii) require return of the affected Material and all rights thereto from the Recipient. If the Provider exercises option (iii), either party may terminate the relevant SOW or Order upon ten (10) days' written notice given within thirty (30) days after the Provider's exercise of that option, subject to the "Payment Upon Termination" section below.

10. LIMITATION OF LIABILITY

10.1. NO CONSEQUENTIAL DAMAGES. IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES OR LICENSORS HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING FOR THE LOSS, WHETHER DIRECT OR INDIRECT, OF USE, PROFIT, REVENUE, BUSINESS, OPPORTUNITY, GOODWILL OR DATA, OR FOR BUSINESS INTERRUPTION OR COST OF COVER), HOWEVER CAUSED, AND UNDER WHATEVER CAUSE OF ACTION OR THEORY OF LIABILITY (INCLUDING UNDER ANY CONTRACT, NEGLIGENCE, TORT OR OTHER THEORY OF LIABILITY) EVEN IF THE PARTY OR ITS AFFILIATES KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES WERE POSSIBLE OR REASONABLY FORESEEABLE AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

10.2. LIMITATION. IN NO EVENT WILL THE AGGREGATE LIABILITY OF EACH PARTY TOGETHER WITH ALL OF ITS AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY YOU AND YOUR AFFILIATES UNDER THIS AGREEMENT FOR THE STATEMENT OF WORK OR ORDER OUT OF WHICH THE LIABILITY AROSE. THIS LIMITATION APPLIES TO ANY DAMAGE, HOWEVER CAUSED, AND ON ANY THEORY OR LIABILITY, WHETHER FOR BREACH OF CONTRACT, TORT, MISREPRESENTATION, NEGLIGENCE (ACTIVE OR OTHERWISE), THE USE OR PERFORMANCE OF THE DELIVERABLES OR PROFESSIONAL SERVICES, OR OTHERWISE AND REGARDLESS OF WHETHER THE DAMAGES WERE FORESEEABLE OR NOT.

10.3. Exceptions to Limitations. The limits of liability in Section 10.2 apply to the fullest extent permitted by law, except with regard to: (a) violation of the other party's Intellectual Property Rights; (b) your failure to comply with your payment obligations; or (c) breach of a party's obligations under Section 7 (Confidentiality) or Section 9 (Indemnification). Notwithstanding anything to the contrary in the Agreement, our aggregate liability with respect to personal information (data, either alone or in combination with other information, by which a natural person can be identified or located, or that can be used to identify or locate a natural person) will be limited to the amounts in Section 10.2.

11. TERM AND TERMINATION

11.1. Term. This Agreement commences on the Effective Date and will remain in effect until terminated in accordance with this Section 11.

11.2. Termination of the Agreement. Either party may terminate this Agreement for any reason with thirty (30) days written notice. If the Agreement is terminated, it will remain in force for any Orders or SOWs which are not completed or are not separately terminated.

11.3. Termination of an SOW or Order. Unless otherwise set forth in the applicable SOW or Order, you may terminate an individual SOW or Order, in whole or part, for convenience with 30 days' prior written notice and we are not responsible for the resulting condition of Deliverables or the project. Upon any termination of an SOW or Order for time and materials projects, you will pay, in accordance with Section 5 of this Agreement, any unpaid fees and expenses incurred on or before the termination date and you will not be entitled to a refund of any unused prepaid fees. Upon any termination of an SOW or Order for fixed fee projects you will be required to pay in accordance with

Section 5 of this Agreement and there will be no refund.

11.4. Termination for Cause.

11.4.1. A party may terminate this Agreement and/or any SOW or Order for cause: (i) upon 30 days written notice to the other party of a material breach, including untimely payment, if the breach remains uncured at the expiration of the 30-day period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. Consent to extend the 30-day cure period will not be unreasonably withheld, so long as the breaching party has commenced cure during the 30-day notice period and pursues cure of the breach in good faith.

11.4.2. In the event that you terminate an SOW or Order for cause and you have pre-paid any fees for Professional Services not yet received, we will refund the unused pre-paid fees. The refund will be calculated as follows: (i) for prepaid time and materials projects, the refund will equal the remaining prepaid hours *multiplied* by the hourly contract rate; and (ii) for fixed fee projects, the refund will equal the total undelivered hours *divided* by the total budgeted hours then *multiplied* by the fixed fee price.

11.4.3. In the event that we terminate an SOW or Order for cause any unused pre-paid fees for Professional Services are non-refundable.

11.5. Survival. Any terms of this Agreement that by their nature extend beyond the Agreement termination remain in effect until fulfilled, and apply to both parties' respective successors and assigns, including the Sections titled "Fees, Invoicing and Taxes," "Proprietary Rights," "Confidentiality," "Warranties and Disclaimers," "Indemnification," "Limitation of Liability," "Term and Termination" and "General"; provided however, the obligations under Section 7 shall only survive for one year following the termination of this Agreement.

12. INSURANCE

Each party will maintain, at its own expense during the term of this Agreement, insurance appropriate to its obligations under this Agreement, including as applicable general commercial liability, errors and omissions, employer liability, automobile insurance, and worker's compensation insurance as required by applicable law.

13. GENERAL

13.1. Entire Agreement. This Agreement, including all SOW and Orders, constitutes the entire agreement between you and us regarding our provision and your receipt of Professional Services and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter, including any prior versions of the Professional Service Agreement. Any inconsistent or additional terms of your purchase order or similar document are excluded regardless of us accepting the purchase order or other customer document for payment purposes. In the event of any conflict or inconsistency among the following documents, the order of precedence will be: (a) the applicable SOW or Order, (b) any exhibit, schedule or addendum to this Agreement, and (c) the body of this Agreement. All headings are for reference purposes only and must not affect the interpretation of the Agreement.

13.2. Assignment. Neither party may assign, transfer or delegate any of its rights or obligations under this Agreement or any SOW, whether by operation of law or otherwise, without the other party's prior written consent (not to be unreasonably withheld); provided, however, we may assign this Agreement and any SOW in its entirety, without your consent, to an Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all our assets. For purposes of the foregoing, an assignment shall include the sale or acquisition of you by another entity, any transaction in which the holders of your outstanding equity prior to such transaction cease to hold at least 65% of the outstanding equity of the combined entity following such transaction, or an exclusive license to your business or assets. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

13.3. Severability. If any provision of this Agreement is held by a court of competent jurisdiction or arbitrator to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect.

13.4. Waiver. No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right. Any waiver, amendment or other modification of this Agreement must be in writing and signed by an authorized representative of both parties.

13.5. Notice. Except as otherwise specified in this Agreement, notice or approval must be in writing, signed by a party's authorized representative. Notices will be deemed to have been given upon: (a) personal delivery, (b) the second business day after mailing, or (c) the first business day after sending by email (provided email will not be sufficient for notices of termination or an indemnifiable claim). Billing-related notices to you will be addressed to the relevant billing contact designated by you. All other notices to you will be addressed to the relevant contact administrator designated by you.

13.6. Force Majeure. Neither party will be responsible for any failure or delay in its performance under this Agreement (except for the payment obligations) due to causes beyond its reasonable control, including, but not limited to, labor disputes, strikes, lockouts, shortages of or inability to obtain labor, energy, raw materials or supplies, internet failure, communication line failure and power failures, war, acts of terror, riot, acts of God or governmental action (including the passage of laws or regulations or other acts of government that impact the delivery of the Professional Services).

13.7. Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. Nothing in this Agreement creates an exclusive relationship or in any way prevents us from entering into similar arrangements with or providing similar services to other entities, including, without

limitation, other similar customers. Each party will be solely responsible for payment of all compensation owed to its employees, as well as all employment-related taxes. We do not undertake to perform any of your regulatory obligations or assume any responsibility for your business or operations.

13.8. Dispute Resolution. The parties will attempt in good faith to resolve any controversy or claim promptly through business discussions and will, upon written request, escalate a dispute to executive management for resolution. If the parties fail to resolve the dispute within 30 days of written request, or any longer period agreed to in writing, the parties may pursue the remedies to which they are entitled. This paragraph does not restrict either party's right to seek injunctive relief.

13.9. Governing Law and Jurisdiction. This Agreement is to be governed by and interpreted in accordance with the laws of the State of Delaware, U.S.A., without giving effect to its principles of conflict of laws. The parties expressly agree that the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Transactions Act, as adopted by any state or governing body, do not apply to this Agreement. Any action or proceeding arising out of or relating to this Agreement will be resolved by arbitration in Orange County, California in accordance with the Commercial Dispute Resolution Procedures of the American Arbitration Association and, in the event either party seeks injunctive or provisional relief, the Optional Rules for Emergency Measures of Protection. The arbitration will be heard and determined by a single arbitrator experienced in the software industry. The arbitrator's decision in any arbitration will be final and binding upon the parties and may be enforced in any court of competent jurisdiction. The prevailing party will be entitled to recover its attorneys' fees and arbitration costs from the other party. The parties agree that the arbitration will be kept confidential and that the existence of the proceeding and any element of it (including, but not limited to, any pleadings, briefs or other documents submitted or exchanged and any testimony or other oral submissions and awards) will not be disclosed beyond the arbitration panel, except as may lawfully be required in judicial proceedings relating to the arbitration or by disclosure rules and regulations of securities regulatory authorities or other governmental agencies.

13.10. Injunctive Relief. Each party acknowledges that money damages may not be sufficient compensation for a breach of Sections 6 (Proprietary Rights) and 7 (Confidentiality). Each party agrees that the other will have the right, in addition to its other rights and remedies, to seek injunctive relief in accordance with this Agreement for any violation or threatened violation of Section 6 or 7 and waives any requirement that the party seeking injunctive relief post a bond or any other security.

13.11. Government Rights. The Deliverables comprise commercial computer software developed at private expense and are subject to limited utilization as expressly stated in this Agreement. Where the United States Government is the Customer, your rights to use, modify, reproduce, release, perform, display, or disclose the Deliverables are established by this standard commercial license in accordance with DFARS 227.7202-1, for the Department of Defense, and FAR 27.405-3 and FAR 52.227-19 as applicable to other agencies. The Government acquires the Deliverables with only those rights set forth in this Agreement, and any use of the Deliverables by the Government constitutes agreement by the Government that that the Deliverables are "commercial items", "commercial computer software" and "commercial computer software documentation" as defined in the Federal Acquisition Regulation and the Defense Federal Acquisition Regulation Supplement.

13.12. Compliance with Laws. Each party will comply with the laws and regulations applicable to it in connection with its obligations and performance under this Agreement. You are responsible for ensuring that your use of the Professional Services is in accordance with laws and regulations that apply to you.

13.13. Export. Each party is responsible for ensuring that its actions with respect to the Professional Services and Deliverables comply with the export control laws of the United States. You certify that you are not named on any U.S. government denied-party list and that you will use the Deliverables in conformance with U.S. export control laws and regulations and that you will not, directly or indirectly, allow access, provide or re-export the Deliverables to any sanctioned, embargoed, or prohibited countries, persons, or end uses under U.S. or other applicable law (collectively, **Prohibited Uses**). You are responsible for screening for Prohibited Uses and obtaining any required licenses, governmental approval, or other authorizations.

13.14. Anti-Corruption. Neither party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other party in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction.

13.15. No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

13.16. Mutual Non-Solicitation. During the term of the Agreement and for a period of 12 months thereafter, neither party will, either directly or indirectly (whether through its respective employees, independent contractors, consultants or otherwise), employ or engage, or solicit for employment or engagement, any employee, independent contractor, consultant, agent or representative of the other party who is directly involved with the performance of the Professional Services. Nothing in this Section restricts general advertisements of employment or the rights of any employee of one party, on that employee's own initiative or in response to any general advertisement(s), to seek employment from the other party nor, under those circumstances, for the advertising party to hire that employee.

13.17. Counterparts. This Agreement may be entered into in separate counterparts, each of which when so executed will be deemed an original and taken together will constitute one fully executed Agreement. The parties consent to use electronic signatures and the Agreement may not be invalidated on the basis that the documents and signatures were electronically provided.

Customer: _____	SECUREAUTH CORPORATION
Signature: _____ Printed Name: _____ Title: _____ Email: _____ Signature Date: _____ Address: _____ _____	Signature: _____ Printed Name: _____ Title: _____ Email: legal@secureauth.com Signature Date: _____ Address: 49 Discovery Suite 220, Irvine, CA 92618 USA Approved by Legal: _____