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By installing and using VERIDIFY OR THE VERIDIFY SENTINEL or using any related services (“Services”), the End User agrees to be bound by the terms and conditions contained herein and to the SECURERF Corporation (“SECURERF”) Privacy Policy Statement. For purposes of this agreement, VERIDIFY AND THE VERIDIFY SENTINEL (individually or together, “THE VERIDIFY APP”) and any updates related thereto shall mean the software application, including any embedded database that may be automatically updated, installed on a supported mobile device running a supported operating systems (“Device”) provided directly by SECURERF or indirectly downloaded through an authorized application store or site. The End User understands and agrees that SECURERF may directly or through an authorized application store or site download and install new updates and versions of THE VERIDIFY APP; the End User agrees to receive and permit SECURERF to deliver such updates to the Device.

SECURERF will use reasonable efforts to make THE VERIDIFY APP and Services (“THE VERIDIFY SOLUTION”) available at all times. However, certain features of THE VERIDIFY APP and the delivery of Services are dependent upon access to the internet, and so the quality and availability of such features may be affected by factors outside of SECURERF’s control. The End User acknowledges that the terms and conditions of the applicable internet network provider may apply when using THE VERIDIFY SOLUTION. As a result, the End User may be charged by such network provider for access to network connection services while using THE VERIDIFY SOLUTION; SECURERF is not responsible for such service fees.

AGE RESTRICTION: ONLY AN INDIVIDUAL THIRTEEN (13) YEARS OF AGE OR OLDER MAY USE THE VERIDIFY SOLUTION, UNLESS APPLICABLE LAW REQUIRES AN OLDER AGE, IN WHICH CASE SUCH AGE APPLIES. AN END USER BETWEEN THE AGES OF 13 AND 18 MUST REVIEW THIS AGREEMENT WITH A PARENT OR LEGAL GUARDIAN TO ENSURE THAT SUCH PERSON ACKNOWLEDGES AND AGREES TO THIS AGREEMENT. SHOULD END USER’S PARENT OR LEGAL GUARDIAN NOT ACKNOWLEDGE AND AGREE TO THIS AGREEMENT, THE END USER SHOULD NOT INSTALL THE VERIDIFY APP OR, IF INSTALLED, THE END USER MUST IMMEDIATELY DISCONTINUE USE AND UNINSTALL THE APPLICATION. THE VERIDIFY SOLUTION IS NOT INTENDED FOR USE BY AN INDIVIDUAL UNDER THE AGE OF THIRTEEN (13) OR SUCH OTHER AGE PROHIBITED BY APPLICABLE LAW.

LICENSE GRANT AND SCOPE OF USE

SECURERF grants the End User, subject to the terms and conditions contained herein, a non-assignable, nontransferable (without any right to sublicense), non-exclusive, limited, and revocable license to use THE VERIDIFY APP on a Device for the purposes of verifying and identifying a third party product (and its information) that contains a SECURERF supported tag, e.g., “Lime Tag.”

The End User may not reproduce, transmit, modify, adapt, or translate nor reverse engineer, decompile, disassemble, or create derivative works of or based on THE VERIDIFY APP, in whole or in part. To the extent the European Union Software Directive is applicable, the End User may modify, adapt, translate, reverse compile, reverse assemble, or reverse engineer any software code in any manner to the extent, and only to the extent, necessary to achieve interoperability of THE VERIDIFY APP with an independently created program, if the information needed to achieve such inter-operability has not previously been or made readily accessible to the End User by SECURERF upon reasonable request. The End User may not rent, lease, license, transfer, assign, sell, or otherwise provide access to THE VERIDIFY APP, in whole or in part, on a temporary or permanent basis to any third party. The End User may not alter, remove, or cover any proprietary notices or restricted notice(s) or legend(s) in or on THE VERIDIFY APP and should include appropriate notices of SECURERF’s ownership. The inclusion of a copyright notice on or contained in THE VERIDIFY APP shall not cause or be construed to cause it to be a published work.

THE VERIDIFY SOLUTION is not intended for use in any nuclear, aviation, mass transit, medical, or other inherently dangerous applications. It shall be the End User’s responsibility to take all appropriate fail-safe, backup, redundancy and other measures to ensure the safe use of such applications if THE VERIDIFY APP is used for such purposes, and SECURERF disclaims liability for any damages caused by such use of THE VERIDIFY SOLUTION.

USE OF DATA; SOCIAL MEDIA THIRD PARTY CONNECTS AND THIRD PARTY LINKS

The End User agrees that SECURERF may collect and use technical data, including technical information, and related information about the Device using THE VERIDIFY APP as well as information the Device scans using THE VERIDIFY APP or collects in the course of the End User’s use of THE VERIDIFY SOLUTION. The foregoing information shall be treated in

accordance with The SECURERF Privacy Policy Statement. The information that THE VERIDIFY APP collects may be stored on the mobile device using THE VERIDIFY APP and/or may be transmitted to SECURERF's servers or third party servers in the United States. In addition, THE VERIDIFY SOLUTION may utilize certain social media connects as part of its social networking functionality. By using THE VERIDIFY SOLUTION, the End User agrees to be bound by the applicable third party terms and conditions.

THE VERIDIFY SOLUTION may contain links or connections to, or use third party sites or services, which are not owned or controlled by SECURERF. SECURERF assumes no responsibility for the content, privacy policies, or practices of any third party sites or services. By using THE VERIDIFY SOLUTION, the End User expressly relieves SECURERF from any and all liability arising from the End User's use of any such third party site or service.

PROPRIETARY RIGHTS

THE VERIDIFY APP and other SECURERF trademarks, service marks, graphics and logos used in connection with THE VERIDIFY SOLUTION are trademarks or registered trademarks or other marks of SECURERF, and are protected by applicable trademark, patent and copyright laws, and other intellectual property laws, including trade secrets, and international treaties. SECURERF owns all right, title, and interest in and to THE VERIDIFY APP, including all intellectual property rights contained therein. No right or license to THE VERIDIFY APP or SECURERF's intellectual property is granted by implication or otherwise, except as expressly granted herein. If the End User suggests new features or functions that SECURERF, in its sole discretion, adopts, such features or functions shall be the sole and exclusive property of SECURERF and any and all claims of the End User as to the same are waived and released.

TERM AND TERMINATION

The license granted herein is effective upon installation and shall remain in effect for an indefinite period unless otherwise terminated. SECURERF reserves the right to terminate this agreement at any time, for any reason or no reason at all, upon notice. In addition, SECURERF reserves the right to suspend, discontinue, enhance, update or otherwise modify the application, or its availability to the End User, at any time without notice. The End User may terminate this agreement and use of THE VERIDIFY APP by ceasing such use and uninstalling it. The End User's rights under this license will terminate automatically without notice should the End User fail to comply with the terms and conditions of this agreement, or any agreement referred to or incorporated by reference by this agreement. Upon termination of this license agreement, the End User will immediately cease using THE VERIDIFY SOLUTION and uninstall THE VERIDIFY APP from End User Device(s).

INDEMNIFICATION

The End User will indemnify and hold harmless SECURERF and its officers, directors, shareholders, agents and employees, from: (i) any and all claims made by any third party due to or arising directly or indirectly out of End User's conduct or in connection with the End User's use of THE VERIDIFY SOLUTION, any alleged violation of the SECURERF Privacy Policy Statement and these terms, and any alleged violation of any applicable law or regulation; and (ii) any and all claims, losses, damages, or liability whatsoever, including third party claims, as well as costs and expenses, arising out of or related to End User's breach of this agreement or for misappropriation of trade secrets or infringement of any copyright, patent, trademark or other proprietary right based upon the synthesized code, regardless of the theory of liability. SECURERF reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by the End User, but doing so will not excuse the End User's indemnity obligations.

DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

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GOVERNING LAWS

This agreement is governed by the laws of the United States of America and the State of Connecticut, without regard to Conflict of Law Principles and the United Nations Convention on Contracts for the International Sale of Goods. All parties submit to the non-exclusive jurisdiction and venue of the state and federal courts in the State of Connecticut, U.S.A., provided, however, that (i) nothing herein shall preclude SECURERF from instituting proceedings against End User or anyone acting by, through or under End User in any place which may have jurisdiction for the purpose of protecting and enforcing SECURERF's rights either hereunder; and (ii) in no event may End User institute proceedings against SECURERF or anyone acting by, through or under SECURERF in any place other in the United States of America.

If any of the terms are held by a court of competent jurisdiction to be invalid, void, or unenforceable, then that term held to be invalid, void, or unenforceable shall be enforced to the maximum extent permissible so as to effect the intent of the Agreement, and the remainder of the terms shall remain in full force and effect, and in no way shall be affected, impaired, or invalidated. The End User agrees that any preliminary or final order or judgment issued against the End User shall be enforceable in the domestic court of the End User and that the End User shall promptly provide any consents or stipulations necessary to facilitate enforcement of such orders or judgments in the applicable domestic courts against which enforcement is sought.

COMPLIANCE WITH LAWS AND REGULATIONS

The End User is responsible for complying with applicable laws and regulations, including US export control regulations. The End User represents and warrants that the End User is not located in a country that is subject to a US Government embargo, or that has been designated by the US Government as a "terrorist supporting" country and is not listed on any US Government list of prohibited or restricted parties. The End User understands that THE VERIDIFY APP or its underlying technology may not be downloaded to or exported or re-exported: (a) into (or to a resident or national of) Cuba, Iraq, Iran, Libya, North Korea, Sudan, Syria or any other country subject to United States embargo; or (b) to anyone on the US Treasury Department's list of Specially Designated Nationals or on the US Commerce Department's Denied Party or Entity List. In addition, the End User will not export or re-export this application to any prohibited country, person, end-user or entity specified by US Export Laws.

Applicable Federal Acquisition Regulation Clauses (FARS) \ Department of Defense Federal Acquisition Regulation Supplement (DFARS) Restrictions Apply to Government use U.S. GOVERNMENT RIGHTS. THE VERIDIFY APP is provided with RESTRICTED RIGHTS. The manufacturer is SecureRF Corporation, 100 Beard Sawmill Road, Suite 350, Shelton, Connecticut 06484.

NON-WAIVER

It is understood that any failure or delay by SECURERF to enforce its rights, powers or privileges hereunder, including, without limitation, the End User's strict performance of any provision of this Agreement, will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.

ENTIRE AGREEMENT

This agreement contains all the terms and conditions applicable to the purpose and use of THE VERIDIFY SOLUTION unless a separate agreement is entered into with SECURERF as authorized by an officer of the company. SECURERF reserves the right to make changes to THE VERIDIFY APP, Services, or these terms and conditions. Any material changes in such terms and conditions will take effect immediately for a new end user and, upon the expiration of thirty (30) days after notification, for a current end user. If the End User does not agree to any change in terms and conditions, the End User must uninstall and discontinue using THE VERIDIFY APP and Services. Use of the application after the thirty (30) day notice period constitutes acceptance of any change.

CONTRACTING PARTIES

The contracting party is SecureRF Corporation, 100 Beard Sawmill Road, Shelton, Connecticut 06484, USA.

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