



VERIDIFY IoT SECURITY DEVELOPMENT KIT (“SDK”)

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1. Internal development; and
2. Internal evaluation and test of the SDK; and

In each instance, only with the sample Cryptographic Keys and authorized digital certificate(s) contained in the SDK.

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You acknowledge that the SDK is protected by United States copyright law and applicable trade secret law, as well as international treaties, and this agreement is governed by the laws of the United State 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. 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.

YOU UNDERSTAND THAT THE SDK MAY BE SUBJECT TO THE UNITED STATES EXPORT CONTROL LAWS. YOU CERTIFY:

1. NOT TO SELL, LICENSE, OR OTHERWISE EXPORT OR RE-EXPORT THE SDK OR ANY DERIVED INFORMATION IN VIOLATION OF SUCH LAWS;
2. YOU ARE NOT LOCATED IN A COUNTRY THAT IS SUBJECT TO U.S. GOVERNMENT EMBARGO, OR THAT YOU DO NOT RESIDE IN A "TERRORIST SUPPORT" COUNTRY AS DESIGNATED BY THE U.S. GOVERNMENT, AND YOUR ARE NOT LISTED ON ANY U.S. GOVERNMENT LIST OF PROHIBITED OR RESTRICTED PARTIES; AND
3. YOU WILL COMPLY WITH ALL APPLICABLE EXPORT CONTROL LAWS AND REGULATIONS, AND WILL INDEMNIFY VERIDIFY FOR ALL DAMAGES, INCLUDING REASONABLE ATTORNEY FEES, RESULTING FROM YOUR FAILURE TO DO SO.

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TERM AND TERMINATION

This Agreement is effective for a period of **180 days** from date of receipt of the "Password" to access the SDK ("Effective Date") unless terminated earlier by either party in writing and shall be terminated immediately should you breach any term of this Agreement. Upon termination, you shall destroy or delete the SDK from your systems along with all copies and parts thereof in any form as well as any other information derived from the use of the SDK. Notwithstanding the termination of this Agreement, the confidentiality and non-disclosure provisions set forth above remain in effect for a period of five (5) years from the Effective Date and for such additional period to the extent any Proprietary Information constitutes a trade secret.

ENTIRE AGREEMENT

This agreement contains all the terms applicable to the purpose and use of the SDK unless a separate agreement is entered into by the parties. No modification or waiver of the Agreement is effective unless it is in writing and signed by an authorized representative of the party charged with having given the waiver, or both parties in the event of a modification. No failure or delay by VERIDIFY to assert any rights or remedies will be construed as a waiver or a continuing waiver of its rights and remedies, nor will a failure or delay to assert a breach be deemed to waive that or any other breach.