

END USER LICENSE AGREEMENT

IMPORTANT— READ CAREFULLY BEFORE DOWNLOADING, INSTALLING, COPYING OR USING THE SOFTWARE

This Software License Agreement (the "Agreement") is a legal contract made by and between LayerX Technologies Inc. ("*LayerX*") and You, the end user (either an individual or a business entity) and henceforth referred to as "*Customer*". LayerX and Customer are collectively referred to as the Parties.

BY CLICKING "I AGREE" OR BY DOWNLOADING, INSTALLING AND/OR USING THE SOFTWARE ACCOMPANYING THIS LICENSE AGREEMENT, CUSTOMER INDICATES ITS ACCEPTANCE OF THESE TERMS AND CONDITIONS AND AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT, INCLUDING THE WARRANTY DISCLAIMERS AND LIMITATIONS OF LIABILITY BELOW. IF CUSTOMER DOES NOT ACCEPT THESE TERMS, PLEASE SELECT THE "I DECLINE" BUTTON AND EXIT NOW. CUSTOMER MUST NOT DOWNLOAD, INSTALL OR USE THE SOFTWARE AND CUSTOMER MUST DELETE THE SOFTWARE FROM CUSTOMER'S HARDWARE.

1. **DEFINITIONS.** Whenever used in this Agreement, the following terms shall have the meaning ascribed to them below. Other capitalized terms used in this Agreement are defined in the context in which they are used and shall have the meanings ascribed therein. The terms defined in this section or elsewhere in this Agreement include the plural as well as the singular.
 - 1.1 "*Products*" means Software, Documentation and/or Third Party Software .
 - 1.2 "*Software*" means LayerX's proprietary software, including upgraded, modified or enhanced versions. Software does not include Third Party Software.
 - 1.3 "*Third Party Software*" means any software that is proprietary to a third party that may be included in LayerX's Software.
 - 1.4 "*User*" means a hardware appliance that is authorized to access and use the Software and Third Party Software under this Agreement.
2. **TERM.** The term of each Software license granted hereunder shall be perpetual unless a specific subscription period of time is set forth in an End User Agreement, LM&S Order, Purchase Order or such Software license is terminated in accordance with the terms of this Agreement, and the term of each Third Party Software license granted hereunder shall be for the same period of time as the term of the applicable Software license unless terminated in accordance with the terms of this Agreement or by the applicable third party.
3. **SOFTWARE.**
 - 3.1 **License.** Subject to the terms and conditions of this Agreement, LayerX hereby grants to Customer a non-transferable, non-exclusive license for Customer's Users (up to the number paid by Customer) to access and use the Software (in object code form only), all accompanying written materials describing the use and operation of the Software (the "*Documentation*") and the Third Party Software (in object code form only). Customer acknowledges that certain Third Party Software is integrated with the Software and that Customer's rights with respect to the Third Party Software are subject to the additional terms and conditions set forth in such Third Party Software licenses and not in this Agreement. You agree to use your best efforts to prevent and protect the contents of the Software and Documentation from unauthorized disclosure or use.
 - 3.2 **Use Restrictions.** The Software and Third Party Software must be used only in connection with Customer's own internal business operations, and not those of any third party. All rights not expressly granted herein are retained by LayerX and its licensors. Customer may not rent, lease or sublicense the Software or Third Party Software or use the Software or Third Party Software to operate in or as a time-sharing, outsourcing, service bureau, hosting, application service provider or managed service provider environment. Customer's rights under this Agreement may not be assigned, delegated or otherwise transferred without the prior written consent of LayerX, such consent not to be unreasonably withheld or delayed. The Software, the Documentation and the Third Party Software are or may be protected, among other ways, by federal copyright law and international treaties. Customer may make a reasonable number of backup or archival copies of the Software and Third Party Software, and Customer may also copy the Documentation for its use only. Any and all copies of the Software, the Documentation and the Third Party Software must include LayerX's and/or the applicable third parties' copyright, trademark and other proprietary rights notices. Customer shall not under any circumstances, and shall not permit a third party to: (a) decompile, disassemble, reverse engineer or otherwise attempt to reconstruct or discover the source code of the Software or the Third Party Software; or (b) prepare derivative works of or otherwise modify the Software or Third Party Software; or (c) change or remove any product identification, copyright, trademark or other notice from the Software, the Documentation or the Third Party Software.
 - 3.3 **Ownership.** This license is not a sale of the Software, the Documentation, or the Third Party Software. The organization, structure, sequence, logic and source code of the Software and the Third Party Software constitute valuable trade secrets of LayerX and/or applicable third parties. All worldwide ownership of, and all right, title and interest in and to, the Software, the Documentation and the Third Party Software, and all copies and portions of the Software, the Documentation and the Third Party Software including, without limitation, all intellectual property rights therein and thereto, are and shall remain exclusively in LayerX or the applicable third party.
4. **CONFIDENTIAL INFORMATION.** The Parties acknowledge that during the performance of this Agreement, each Party may have access to certain of the other Party's confidential and proprietary information ("**Confidential Information**"). Each Party agrees that (i) all items of Confidential Information are proprietary to the disclosing Party and will remain its sole property; (ii) to use Confidential Information only for the purposes described herein; (iii) not to reproduce Confidential Information; (iv) to hold in confidence and protect such Confidential Information from dissemination as if it were its own; and (v) to return or destroy all Confidential Information that is in its possession upon termination or expiration of this Agreement. Notwithstanding the foregoing, the provisions of this Section 4 will not apply to Confidential Information that (a) is publicly available or in the public domain at the time disclosed or becomes publicly available or enters the public domain through no fault of the recipient; (b) is rightfully communicated to the recipient by persons not bound by confidentiality obligations with respect thereto; (c) is already in the recipient's possession free of any confidentiality obligations with respect thereto at the time of disclosure; or (d) is independently developed by the recipient. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law.
5. **WARRANTY DISCLAIMERS: LIMITATION OF LIABILITY .**
 - 5.1 **Disclaimer of Warranties.** THE PRODUCTS ARE PROVIDED BY LAYERX "AS IS". WITH RESPECT TO THE PRODUCTS, LAYERX SPECIFICALLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND OR NATURE, WRITTEN OR ORAL, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ALL WARRANTIES AND CONDITIONS OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, CUSTOM OR USAGE OF TRADE. UNLESS CONTRACTED SEPARATELY, LAYERX IS NOT OBLIGATED TO PROVIDE SUPPORT OF ANY KIND FOR THE PRODUCTS. WITHOUT LIMITING ANY OF THE FOREGOING, LAYERX DOES NOT WARRANT THAT THE SOFTWARE OR THIRD PARTY SOFTWARE WILL OPERATE ERROR FREE OR UNINTERRUPTED, OR WILL MEET CUSTOMER'S REQUIREMENTS.
 - 5.2 **Liability Limitations.** in no event shall LayerX and/or its LICENSORS, suppliers or their directors, officers, employees, or agents be liable to or through customer for incidental, indirect, special, consequential, punitive, treble, or exemplary damages of any kind, including without limitation, lost profits, REVENUE, PROFITS, OR GOODWILL, loss of DATA, SOFTWARE, USE, business or business information, business interruption, or other economic damage, and further including injury to property, as a result of use or inability to use the products or breach of any other term of this agreement, UNDER ANY THEORY OF TORT, CONTRACT, INDEMNITY, WARRANTY OR STRICT LIABILITY, regardless of whether LayerX and/or its LICENSORS AND suppliers were ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

- 5.3 Neither party will be deemed to be negligent, at fault or liable in any respect for any delay or failure in performance resulting from acts of God, war, accidents, labor disputes, strikes, power interruptions or outages, manufacturer delays, inability to secure equipment, or any other cause beyond the reasonable control of the party delayed.
6. **TERMINATION.** LayerX may terminate this Agreement immediately if Customer violates any of the license terms set forth in Section 3. Upon termination, Customer agrees to promptly remove all complete and partial copies of the Software and Third Party Software from any and all computer storage devices, and destroy the Software, all Documentation and all Third Party Software. At LayerX's written request, an authorized senior executive of Customer shall certify in writing to LayerX that all complete and partial copies of the Software, the Documentation and the Third Party Software have been destroyed and that none remain in Customer's possession or under its control. The provisions of this Agreement that would, by their nature or through the express terms of this Agreement, survive the termination or expiration of this Agreement shall so survive.
7. **MISCELLANEOUS.**
- 7.1 **Notices.** Any notices or other communication required to be given to the other party under this Agreement will be given in writing. Notices to LayerX are to be sent as follows: LayerX Technologies Inc., 1452 Hughes Road, Suite 130, Grapevine, TX 76051, Attn: Rufus Martinez, and must be either (i) delivered in person to LayerX, or (ii) sent by overnight courier service, properly addressed and prepaid, or (iii) sent by United States Postal Service certified or registered mail, return receipt requested, properly addressed and with the correct postage
- 7.2 **Applicable Law.** This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Texas without regard to its choice or conflicts of law principles. Application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. The parties agree that the Uniform Computer Information Transactions Act or any version thereof, adopted by any state in any form ("**UCITA**"), shall not apply to this Agreement and, to the extent that UCITA is applicable, the parties agree to opt-out of the applicability of UCITA pursuant to the opt-out provision(s) contained therein. Customer acknowledges that LayerX will have the right to seek an injunction if necessary to prevent a breach of Customer's obligations hereunder.
- 7.3 **Export; Compliance; Government Restrictions.** Customer acknowledges that certain software and technical data that may be provided hereunder may be subject to export and re-export controls under the U.S. Export Administration Regulations and/or similar regulations of the U.S. or any other country. Customer warrants that it shall not export or re-export any such software or technical data or any direct product thereof in violation of any such laws. Customer warrants that it shall comply with all laws and regulations including, without limitation, import and customs laws and regulations.
- 7.4 **Assignment.** Customer may not transfer, assign or delegate this Agreement or any of the related rights or obligations hereunder for any reason without the prior written consent of LayerX. Any attempt to make any such transfer, assignment, or delegation by you shall be void.
- 7.5 **Modifications; Invalidity; Waiver.** Except as otherwise provided herein, modification or amendment to this Agreement shall not be valid or effective unless in writing and signed by both parties. The invalidity or non-enforceability of any particular provision of this Agreement shall not affect the other provisions, which shall be valid and enforceable to the fullest extent permitted by law. No waiver of any of the provisions of this Agreement shall be binding unless it is in writing and signed by the party granting the waiver. No waiver shall be deemed to, or shall, constitute a waiver of any other provision, whether or not similar, and no waiver shall be deemed to, or shall, constitute a continuing waiver.
- 7.6 **Entire Agreement.** This Agreement constitutes the entire understanding between the parties concerning the subject matter hereof. No prior or contemporaneous representations, expressions, or agreements, either written or oral, or any handwritten modifications, any course of dealing, usage of trade or course of performance under this or other agreements shall alter the terms of this Agreement.