

SOURCE CODE INSPECTION AGREEMENT

This Source Code Inspection Agreement (the “Agreement”), effective as of _____ (the “Effective Date”), is by and among 01 Communique Laboratory Inc., an Ontario, Canada company having its principal place of business at 789 Don Mills Road, Toronto, Ontario M3C 1T5 (“Company”), and _____, a _____ having its principal place of business at _____ (“Licensee”).

WHEREAS, Company has developed encryption technologies to withstand cyber intrusions from quantum computers for use in multiple computing environments, and provides products and services incorporating those technologies, including but not limited to Company’s IronCAP X and IronCAP API (application programming interface); and

WHEREAS, Licensee is considering using one or more products and services from Company incorporating the above-described technologies; and

WHEREAS, Licensee wishes to inspect the computer source code underlying the technologies to ensure the integrity of the source code and to confirm that the source code does not contain “backdoors” and other cyber vulnerabilities; and

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions.

“**Authorized Reviewer**” means all Representatives of Licensee who have been authorized in writing by Company to review the Inspection Code solely for the benefit of Licensee in accordance with the terms and conditions of this Agreement.

“**Evaluation Period**” means the period that begins on the Effective Date and ends 120 days after the Effective Date or on such earlier date as may result from the termination of this Agreement in accordance with Section 11.

“**Inspection Code**” means the source code for IronCAP API.

“**Intellectual Property Rights**” means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

“**Permitted Use**” means the evaluation, testing, analysis, or assessment of the Inspection Code by an Authorized Reviewer for the benefit of Licensee solely for the purpose of Licensee’s evaluation of the Inspection Code for assessing the suitability of Company’s products and services.

“Person” means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association, or other entity.

“Representatives” means, with respect to a party, that party’s employees, officers, directors, consultants, agents, independent contractors, service providers, and legal advisors.

2. Code Access License.

Subject to and conditioned on Licensee’s compliance with all terms and conditions of this Agreement, Company hereby grants Licensee a non-exclusive, non-transferable, non-sublicensable license and right to access and review the Inspection Code solely for the Permitted Use during the Evaluation Period.

3. License Restrictions.

Except as this Agreement expressly permits, Licensee shall not, and shall not permit any of its Representatives, or any other Person, to:

- (a) access or use the Inspection Code at any time without having first obtained from Company an accessing method such as, but not limited to, a remotely accessible platform;
- b) copy the Inspection Code, in whole or in part;
- (c) modify, correct, adapt, translate, enhance, or otherwise prepare derivative works or improvements of the Inspection Code;
- (d) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Inspection Code to any Person, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud, or other technology or service; or
- (e) use the Inspection Code to reverse engineer, disassemble, decompile, decode, or adapt any products and services of Company, in whole or in part;
- (f) bypass or breach any security device or protection used for or contained in the Inspection Code;
- (g) remove, delete, efface, alter, obscure, translate, combine, supplement, or otherwise change any trademarks, warranties, disclaimers, or Intellectual Property Rights, proprietary rights or other symbols, notices, marks, or serial numbers on or relating to any copy of the Inspection Code;
- (h) use the Inspection Code in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any Person, or that violates any applicable law;

- (i) access or use the Inspection Code for purposes of: (a) benchmarking or competitive analysis of the Inspection Code or any products or services of Company; (b) developing, using or providing a product or service that competes with Company's products or services; or (c) any other purpose that is to Company's detriment or commercial disadvantage;
- (j) use the Inspection Code in or in connection with the design, creation, maintenance, operation, or use of any code, systems, or applications to compromise or circumvent the security of any device, network, or cybersecurity systems; or
- (k) use the Inspection Code other than for the Permitted Use or in any manner or for any purpose or application not expressly permitted by this Agreement.

4. Delivery.

Company shall make the Inspection Code available through a remotely accessible read-only inspection platform to Licensee within 5 days of the Effective Date.

5. Intellectual Property Rights.

Subject solely to the express license granted by Company under this Agreement, as between the parties, Company reserves and retains all right, title, and interest in and to the Inspection Code and Company's other Confidential Information, including the sole and exclusive ownership of all Intellectual Property Rights relating thereto. Licensee shall require all Authorized Reviewers to agree in writing that they shall not work on the development of software products or services that incorporate, use, or are otherwise related to encryption technologies designed to withstand cyber intrusions from quantum computers, from the date that such Authorized Reviewer accesses the Inspection Code and continuing for a period of one year after expiration of the Evaluation Period.

6. Confidentiality.

- a. **Confidential Information.** In connection with this Agreement each party (as the "Disclosing Party") may disclose or make available Confidential Information to the other party (as the "Receiving Party"). Subject to Section 6(b), "Confidential Information" means information in any form or medium (whether oral, written, electronic, or other) that the Disclosing Party considers confidential or proprietary, including information consisting of or relating to the Disclosing Party's technology, trade secrets, know-how, business operations, plans, strategies, customers, and pricing, and information with respect to which the Disclosing Party has contractual or other confidentiality obligations, in each case whether or not marked, designated, or otherwise identified as "confidential."
- b. **Exclusions.** Confidential Information does not include information that the Receiving Party can demonstrate by written or other documentary records: (a) was rightfully known to the Receiving Party without restriction on use or

disclosure prior to such information being disclosed or made available to the Receiving Party in connection with this Agreement; (b) was or becomes generally known by the public other than by the Receiving Party's or any of its Representatives' noncompliance with this Agreement; (c) was or is received by the Receiving Party on a non-confidential basis from a third party that, to the Receiving Party's knowledge, was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality; or (d) the Receiving Party can demonstrate by written or other documentary records was or is independently developed by the Receiving Party without reference to or use of any Confidential Information

- c. Protection of Confidential Information. As a condition to being provided with any disclosure of or access to Confidential Information, the Receiving Party shall:
 - i. not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement;
 - ii. except as may be permitted by and subject to its compliance with Section 6(d), not disclose or permit access to Confidential Information other than to its Representatives who: (i) need to know such Confidential Information for purposes of the Receiving Party's exercise of its rights or performance of its obligations under and in accordance with this Agreement; (ii) have been informed of the confidential nature of the Confidential Information and the Receiving Party's obligations under this Section 6(c); and (iii) are bound by confidentiality and restricted use obligations at least as protective of the Confidential Information as the terms set forth in this Section 6(c);
 - iii. safeguard the Confidential Information from unauthorized use, access, or disclosure using at least the degree of care it uses to protect its similarly sensitive information and in no event less than a reasonable degree of care; and
 - iv. promptly notify the Disclosing Party of any unauthorized use or disclosure of Confidential Information and take all reasonable steps to prevent further unauthorized use or disclosure; and
 - v. ensure its Representatives' compliance with, and be responsible and liable for any of its Representatives' non-compliance with, the terms of this Section 6.
- d. Notwithstanding any other provisions of this Agreement, the Receiving Party's obligations under this Section 6 with respect to any Confidential Information that constitutes a trade secret under any applicable Law will continue until such time, if ever, as such Confidential Information ceases to

qualify for trade secret protection under one or more such applicable Laws other than as a result of any act or omission of the Receiving Party or any of its Representatives.

7. Fees.

There is no charge for the foregoing license to access and review the Inspection Code. The parties acknowledge that the enabling Licensee's assessment of the Inspection Code for purposes of entering into a potential business relationship is good, valuable, and sufficient consideration.

8. Term and Termination.

- a. **Term.** This Agreement commences as of the Effective Date and will continue in effect until the expiration of the Evaluation Period and any extensions thereof unless terminated earlier pursuant to any of its express provisions (the "Term").
- b. **Termination.** Either party may terminate this Agreement at any time without cause, and without incurring any liability or penalty by reason of such termination, on giving the other party at least 30 days' prior written notice of such termination, subject to continuing confidentiality and other obligations as set out in Section 8(c) below.
- c. **Effect of Expiration or Termination.** Upon the expiration of the Term or the termination of this Agreement in accordance with this Section 8:
 - i. Licensee shall:
 1. immediately discontinue all access to the Inspection Code; and
 2. within ten days after such expiration or termination, return or cause to be returned to Company or, with Company's written approval, destroy or cause to be destroyed all copies of documents and tangible materials obtained, made, or authorized to be made by Licensee or on Licensee's behalf that contain, reflect, incorporate, or are based on the Inspection Code or any other Confidential Information of Company, and certify in writing to the Company that it has complied with the requirements of this Section 8(c).
 - ii. Company shall:
 1. immediately discontinue all use of and permanently erase or cause to be erased from its computer systems, files, and storage media all copies of the Licensee's Confidential Information obtained, made, or authorized to be made by Company or on Company's behalf; and

2. within ten days after the close of the Evaluation Period, return or cause to be returned to Licensee or, with Licensee's written approval, destroy or cause to be destroyed all copies of documents and tangible materials obtained, made, or authorized to be made by Company or on Company's behalf, that contain, reflect, incorporate, or are based on the Licensee's Confidential Information, and certify in writing to the Licensee that it has complied with the requirements of this 8(c).
- d. **Surviving Terms.** The provisions set forth in the following sections, and any other right or obligation of the parties in this Agreement that, by its nature, should survive termination or expiration of this Agreement, will survive any expiration or termination of this Agreement: Section 1, Section 3, Section 5, Section 6, and this Section 8.

9. Representations and Warranties.

- a. **Warranty of Good Faith.** LICENSEE REPRESENTS, WARRANTS, AND COVENANTS THAT IT IS ENTERING INTO THIS AGREEMENT AND INTENDS TO USE THE INSPECTION CODE SOLELY AS A BONA FIDE POTENTIAL CUSTOMER OF COMPANY AND THAT LICENSEE WILL NOT USE OR CAUSE OR PERMIT OTHERS TO USE THE INSPECTION CODE, IN WHOLE OR IN PART, TO DEVELOP, DISTRIBUTE, PROVIDE, OR USE ANY PRODUCT OR SERVICE THAT COMPETES WITH THE PRODUCTS AND SERVICES OF COMPANY, OR IN OR FOR ANY PURPOSE, MANNER, OR APPLICATION THAT DISADVANTAGES COMPANY OR COMPANY'S BUSINESS OR OPERATIONS.
- b. **Warranty of Identity of Code.** COMPANY REPRESENTS, WARRANTS, AND COVENANTS THAT THE INSPECTION CODE IS A TRUE AND ACCURATE COPY OF THE CODE ENABLING THE ENCRYPTION TECHNOLOGY IN COMPANY'S PRODUCTS AND SERVICES.
- c. **Disclaimer of Warranties.** ALL INSPECTION CODE IS PROVIDED "AS IS" AND COMPANY HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHER, AND COMPANY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, COMPANY MAKES NO WARRANTY OF ANY KIND THAT THE INSPECTION CODE, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET LICENSEE'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY

SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE. ALL THIRD PARTY MATERIALS ARE PROVIDED “AS IS” AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY THIRD PARTY MATERIALS IS STRICTLY BETWEEN LICENSEE AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF THE THIRD-PARTY MATERIALS.

10. Limitations of Liability.

IN NO EVENT WILL EITHER PARTY OR ANY OF THEIR LICENSORS, SERVICE PROVIDERS, OR SUPPLIERS BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: [(A) LOSS OF PRODUCTION, USE, BUSINESS, CONTRACTS, REVENUE, PROFIT, OR ANTICIPATED SAVINGS, OR ANY DIMINUTION IN VALUE; (B) BUSINESS INTERRUPTION OR IMPAIRMENT, OR ANY USE OF OR INABILITY TO USE THE EVALUATION SOFTWARE OR OTHER EVALUATION MATERIALS, (C) LOSS, DAMAGE, CORRUPTION, OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY, OR (E) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

11. Miscellaneous.

- a. **Relationship of the Parties.** The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.
- b. **Public Announcements.** Neither Party shall issue or release any announcement, statement, press release, or other publicity or marketing materials relating to this Agreement or, unless expressly permitted under this Agreement, otherwise use the other Party’s trademarks, service marks, trade names, logos, domain names, or other indicia of source, association or sponsorship, in each case, without the prior written consent of the other Party, which shall not be unreasonably delayed or withheld.
- c. **Notices.** All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement have binding legal effect only if in writing and addressed to a party as follows (or to such other address or such

other person that such party may designate from time to time in accordance with this Section 11(C):

If to Company:

Address: _____

Email: _____
Attention: _____

If to Licensee:

Address: _____

Email: _____
Attention: _____

Notices sent in accordance with this Section 15.4 will be deemed effectively given: (a) when received, if delivered by hand, with signed confirmation of receipt; (b) when received, if sent by a nationally recognized overnight courier, signature required; (c) when sent, if by facsimile [or email], ([in each case,] with confirmation of transmission), if sent during the addressee's normal business hours, and on the next business day, if sent after the addressee's normal business hours; and (d) on the [ORDINAL NUMBER] day after the date mailed by certified or registered mail, return receipt requested, postage prepaid.

- d. **Entire Agreement.** This Agreement constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.
- e. **Assignment.** Licensee shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance under this Agreement, in each case whether voluntarily, involuntarily, by operation of law, or otherwise, without Company's prior written consent, which consent shall not unreasonably be delayed or withheld. No assignment, delegation, or transfer will relieve Licensee of any of its obligations or performance under this Agreement. Any purported assignment, delegation, or transfer in violation of this Section 11(e) is void. This Agreement is binding on and inures to the benefit of the Parties hereto and their respective successors and permitted assigns.

- f. **Export Regulation.** The Inspection Code may be subject to US export control laws, including the US Export Administration Act and its associated regulations. Licensee will not directly or indirectly, export, re-export, or release the Evaluation Software to, or make the Evaluation Software accessible from, any country, jurisdiction, or Person to which export, re-export, or release is prohibited by applicable Law. Licensee will comply with all applicable Laws and complete all required undertakings (including obtaining any necessary export license or other governmental approval) prior to exporting, re-exporting, releasing, or otherwise making the Software available outside the US.
- g. **No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or will confer on any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.
- h. **Amendment and Modification; Waiver.** No amendment to or modification of this Agreement is effective unless it is in writing, identified as an amendment to this Agreement and signed by each Party. No waiver by any Party of any of the provisions hereof is effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof; nor will any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
- i. **Severability.** If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.
- j. **Governing Law and Submission to Jurisdiction.** This Agreement is governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable thereto. The parties agree that they shall submit any matter in dispute under this Agreement to a court of competent jurisdiction located within the Province of Ontario and each of the parties hereto irrevocably consents to the exclusive jurisdiction of such courts.

12. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

01 Communique Laboratory Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____