

SUBSCRIPTION AND CERTIFICATION SERVICES AGREEMENT

This **SUBSCRIPTION AND CERTIFICATION SERVICES AGREEMENT** (this “Agreement”) is made and entered into as of _____ (the “Effective Date”), by and between ioXt Alliance, Inc., a not for profit corporation organized under the laws of the State of Delaware, with an address located at 660 Newport Center Drive, Ste. 200, Newport Beach, CA 92660 (“Alliance”) and _____, a _____, with an address located at _____ (“Customer”). Each of Alliance and Customer is referred to herein as a “Party” and collectively as the “Parties”.

WHEREAS, Alliance seeks to harmonize security requirements across participating protocols and ecosystems to increase security among devices connected to the Internet of Things and provide clear messaging to consumers, integrators, distribution channels and regulators that participating products meet industry-recognized security standards, as the same may be updated by Alliance from time to time (the “ioXt Standards”);

WHEREAS, in furtherance of the foregoing mission, Alliance provides a product registration platform that receives product security information from its customers, certifies whether a specific product meets the applicable ioXt Standards based on the Customer-provided security information, and communicates potential vulnerabilities identified in its customers’ products with respect thereto;

WHEREAS, Customer wishes to engage Alliance for the purposes of providing, among other things, product registration, and product certification services solely based on product security information provided by customer as described in individual Product Subscription Addenda (as defined below); and

WHEREAS, Alliance has agreed to perform such services on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and for other good and valuable consideration as hereinafter set forth, and intending to be legally bound hereby, the Parties agree as follows:

1. Services.

1.1 Services. Alliance agrees to provide to Customer the product registration, product certification or other services (the “Services”) as described on individual product subscription addenda that explicitly reference this Agreement, which addenda are entered into by both Parties (each, a “Product Subscription Addendum”). Each Product Subscription Addendum governs the Services with respect to one (1) product (i.e., one (1) product type or SKU) identified therein for which Customer is seeking certification from Alliance with respect to the applicable ioXt Standards (each, a “Product”). A Product Subscription Addendum will be formed by Customer completing and submitting to Alliance the required information through the applicable functionality within the Alliance Portal (as defined below), unless the Parties otherwise enter into a Product Subscription Addendum by mutually executing a document for that purpose. Each Product Subscription Addendum is part of and hereby incorporated into this Agreement. Customer will cooperate with Alliance in connection with the performance of this Agreement by providing Alliance with any items and assistance reasonably necessary to perform the Services, including all information about the applicable Product required by Alliance to perform the Services.

1.2 Subcontractors. Customer agrees that Alliance may subcontract its performance of the Services to any third parties subject to Alliance’s requirements. Alliance will remain responsible for the performance of all its obligations under this Agreement.

2. Fees and Expenses.

2.1 Subscription Fees. With respect to each Product Subscription Addendum, Customer will pay Alliance or its designee the subscription fees (“Subscription Fees”) as set forth in the fee schedule made available to Customer through the Alliance Portal, as may be updated from time to time by Alliance in its sole discretion (the “Alliance Fee Schedule”). Upon the renewal of each Product Subscription Addendum according to its terms, Customer will pay Alliance the fees as set forth in the Alliance Fee Schedule at the time of such renewal.

2.2 Certification Fees. With respect to each Product Subscription Addendum, Customer will pay Alliance or its designee the certification fees (“Certification Fees”) as set forth in the Alliance Fee Schedule. Upon the change of a Product’s Security Ratings as defined in the Certification Policy as defined below or in the event a Product loses certification, Customer will pay Alliance the fees as set forth in the Alliance Fee Schedule at the time of such renewal.

2.3 Certification Dispute Report Fees. As contemplated by Section 3.3 below, from time to time Alliance may issue to Customer a Certification Dispute Report (as defined below). Each Certification Dispute Report will include a fee, as set forth in the Alliance Fee Schedule (a “Certification Dispute Report Fee”).

2.4 Payments Payment of Fees. Alliance will submit to Customer invoices containing the following information: Customer’s Product Subscription Addendum, Certification Dispute Report, or purchase order reference; Alliance invoice reference number and date; Certification Fee or Certification Dispute Report Fee (as applicable); and billing period. Unless otherwise set forth in the applicable Product Subscription Addendum or Certification Dispute Report, Customer will pay all such fees within fifteen (15) days subsequent to the invoice date of each invoice. All monies paid are non-refundable. The Certification Fees must be paid in full and the applicable Product must meet the applicable ioXt Standards before Alliance will provide certification under the applicable ioXt Standards for such Product, and the date that Alliance receives the payment of the Certification Fees for the applicable Product is that Product’s “Product Certification Date”.

2.5 Net of Taxes. All amounts payable by Customer to Alliance hereunder are exclusive of any sales, use and other taxes or duties, however designated (collectively “Taxes”). Customer will be solely responsible for payment of any Taxes, except for those taxes based on the income of Alliance. Customer will not withhold any Taxes from any amounts due to Alliance.

3. Product Certification Process

3.1 Certification Policy. The Parties agree that the Product certification process will be carried out pursuant to the then-current version of (or successor document to) the “ioXt Alliance Certification Policy Rules and Procedures for the Certification Program”, made available by Alliance at (the “Certification Policy”), which is hereby incorporated into this Agreement by reference. Alliance may update the Certification Policy from time to time in its sole discretion.

3.2 Initial Certification. With respect to each Product for which certification is sought, Customer may in the applicable Product Subscription Addendum (a) self-attest that the Customer has confirmed internally or through its own test lab that the Product for which it is seeking certification meets the applicable ioXt Standards or (b) choose to engage one or more of Alliance’s authorized test labs to test the Product for compliance with the applicable ioXt Standards, each as further described in the Certification Policy. In either case, Customer (i) will ensure that the Customer Information (including all test results) provided with respect to the Product for which certification is sought is complete, truthful, and accurate and (ii) acknowledges that Alliance will perform the Services solely in reliance on such Customer Information.

3.3 Ongoing Verification. Regardless of which method of initial certification is undertaken, after the Product Certification Date all certified Products are subject to ongoing verification testing by Alliance’s internal testing resources and/or third parties, including opportunity testers (collectively, “Alliance Testers”), to determine whether such certified Product continues to meet the applicable ioXt Standards. In the event a potential vulnerability or other noncompliance with the applicable ioXt Standards (a “Vulnerability”) is identified by Alliance (including the Alliance Testers), Alliance will notify the Customer of such Vulnerability in a written certification dispute report (“Certification Dispute Report”), which will include reasonable detail about the Vulnerability discovered and the applicable Certification Dispute Report Fee. Alliance will use commercially reasonable efforts to keep the Certification Dispute Reports non-public for a period of ninety (90) days from the date such report is delivered to Customer. In addition, Customer will promptly notify Alliance in writing if it becomes aware of any Vulnerability after the Product Certification Date prior to its receipt of any Certification Dispute Report regarding the Product.

3.4 Certification Disputes. Customer may in its discretion dispute the accuracy of a rejection of its initial Product certification pursuant to Section 3.2 or a Vulnerability identified in a Certification Dispute Report by

submitting a written appeal (“Appeal”) to Alliance within one 30 days of receipt of the initial rejection notice or Certification Dispute Report, as applicable. Each Appeal will contain, at a minimum, a reference to the applicable rejection notice or Certification Dispute Report, a description of the Vulnerabilities contested, and supporting evidence in reasonable detail for Alliance to evaluate Customer’s Appeal regarding such Vulnerability(ies). Alliance will review the information contained in the Appeal and may consult with the Alliance Testers and/or conduct additional testing, at Customer’s sole cost and expense, relating to such identified Vulnerabilities. Alliance will inform Customer in writing of its determination regarding the Appeal within one (1) month of its receipt of the Appeal, and its determination regarding the Appeal is final and non-contestable. If Alliance rejects the Appeal, the Product is not (or is no longer) certified to meet the applicable ioXt Standards, Customer will, as applicable, promptly pay the Certification Dispute Report Fee as described above, and Customer will immediately cease (and cause the ceasing of) all use of the ioXt Standards Compliance Marks (as defined below) with respect to such Product.

4. Confidentiality.

4.1 “Confidential Information” means any and all tangible and intangible information, either written, oral, or in any other medium, disclosed or made available by Alliance to Customer, including business and marketing plans and financial information; engineering and technical information such as software, test processes and methodologies, and data; trade secrets; and information regarding Alliance’s subcontractors, customers, business partners or affiliates and their products or services, or any other confidential information or proprietary aspects of the business of Alliance. Alliance’s Confidential Information includes the Alliance Portal, Alliance Content, and the terms and conditions of this Agreement. Information will not be considered to be Confidential Information to the extent that Customer can prove by reliable written record that such information: (a) is already known to Customer free of any restriction at the time it is obtained by Customer; (b) is subsequently learned from an independent third party free of any restriction or obligation of confidentiality and without breach of this Agreement; (c) becomes publicly available through no wrongful act of Customer; or (d) is independently developed by Customer without reference to or use of any of Alliance’s Confidential Information. In addition, Customer may disclose Alliance’s Confidential Information if required to be disclosed by law, regulation, court order or subpoena, provided that Customer will promptly notify Alliance in writing prior to disclosure and minimize such disclosure to the extent legally permissible.

4.2 Obligations. Customer will maintain the confidentiality of Alliance’s Confidential Information. Customer will protect all of Alliance’s Confidential Information with the same degree of care used by Customer to protect its own confidential information of like importance from unauthorized use or disclosure, but in no event less than a reasonable degree of care. Customer will not, in whole or in part, disclose, transfer, use, reverse engineer, or otherwise make available Alliance’s Confidential Information, except as necessary to exercise its rights and perform its obligations under this Agreement. Customer acknowledges that the provisions contained in this section are reasonable and necessary to protect the legitimate business interests of Alliance. Any right, power, or remedy provided under this Agreement to Alliance will be cumulative and in addition to any other right, power, or remedy provided under this Agreement or existing in law or in equity (including the remedies of injunctive relief and specific performance).

5. Intellectual Property; Licenses; Reservation of Rights.

5.1 Alliance Materials.

(a) Ownership. All reports, procedures, data, calculations, notes, or other materials (“Alliance Materials”) in any form conceived, prepared generated or originated by Alliance hereunder are the Confidential Information and the property of Alliance, and all title and interest therein will vest in Alliance.

(b) License Grant. Subject to the terms and conditions of this Agreement, Alliance hereby grants to Customer a non-exclusive, non-transferable, non-sublicensable license to use internally the Alliance Materials solely for Customer to perform its obligations under this Agreement (including the applicable Product Subscription Addendum). Customer is permitted to make a reasonable number of copies of the Alliance Materials in the form provided by Alliance.

(c) Customer Marks. Subject to the terms and conditions of this Agreement, Customer hereby grants to Alliance a non-exclusive, non-transferable, non-sublicensable license to use the Customer’s

trademarks and Customer Information to publish and perform its obligations under this Agreement (including the applicable Product Subscription Addendum).

5.2 Alliance Portal.

(a) Access Grant. Alliance will make available to Customer via the Internet Alliance's software-as-a-service product certification platform, whereby Alliance analyzes certain data provided by Customer thereunder and provides Customer with certain services and other functionality (the "Alliance Portal" and together with the Alliance Materials, the "Alliance Property"). Subject to the terms and conditions of this Agreement, Alliance hereby grants Customer a non-exclusive, non-transferable, non-sublicensable right to access and use internally the Alliance Portal solely for Customer to request, submit information related to, and receive the Services through any interface made available to Customer by Alliance.

(b) Alliance Portal Users. The Alliance Portal may be accessed or used only by the employees or contractors of Customer who are authorized to access the Alliance Portal using a user identifier and password provided to Customer by Alliance or setup by Customer using functionality provided by Alliance ("Alliance Portal Users"). Customer will not make the Alliance Portal available to any person or entity other than Alliance Portal Users. Customer will be responsible for the Alliance Portal Users' compliance with this Agreement and for maintaining the confidentiality of all secure login information, passwords and other information related to its and its Alliance Portal Users' respective accounts at all times.

5.3 Restrictions. Customer will not, and will not, directly or indirectly, permit Alliance Portal Users, Customer's employees and contractors or any third party to: (a) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Alliance Portal available to any third party; (b) copy, modify, duplicate, reproduce, translate, or otherwise create derivative works based on the Alliance Property; (c) interfere with or disrupt the integrity or performance of the Alliance Portal; (d) reverse engineer, decompile, disassemble, re-program, or analyze the Alliance Portal (in whole or in part) or otherwise attempt to reconstruct, identify or discover the source code, object code or underlying structure, ideas or algorithms of the Alliance Portal (except to the extent such restriction is prohibited by law); (e) hack, manipulate, interfere with or disrupt the integrity or performance of or otherwise attempt to gain unauthorized access to any of the Alliance Portal or its related systems, hardware or networks or any content or technology incorporated in any of the foregoing; (f) remove or obscure any proprietary notices or labels of Alliance, its members, licensors or subcontractors on the Alliance Property; (g) use the Alliance Property or any information contained therein or otherwise provided by Alliance or its licensors or subcontractors for the purposes of developing, or having developed, any products or services competitive with the Alliance Property; or (h) otherwise access or use the Alliance Property in a manner inconsistent with this Agreement or applicable law.

5.4 Licensed Marks.

(a) License Grants.

(i) Alliance Marks. Subject to the terms and conditions of this Agreement, Alliance hereby grants to Customer a limited, non-exclusive, non-transferable, non-sublicensable license to use and display the Alliance trademarks and service marks set forth in Exhibit B, attached hereto, (the "Alliance Marks"), which may be modified from time to time by Alliance, during the term of this Agreement solely on Customer's website and marketing materials to indicate its relationship with Alliance contemplated hereby.

(ii) ioXt Standards Compliance Marks. Subject to the terms and conditions of this Agreement, and only after the Product Certification Date for the applicable Product, Alliance hereby grants to Customer a limited, non-exclusive, non-transferable, non-sublicensable (except as described below) license to use and display the Alliance trademarks and service marks set forth in the applicable Product Subscription Addendum (the "ioXt Standards Compliance Marks", and together with the Alliance Marks, the "Licensed Marks") solely (a) on the applicable Product and its packaging and/or documentation and (b) during the term of the applicable Product Subscription Addendum, provided such Product is compliant with the applicable ioXt Standards in accordance with the ongoing Vulnerability testing procedures set forth in the Certification Policy. Customer will display the applicable

ioXt Standards Compliance Marks on Products beginning on the applicable Product Certification Date, subject to the foregoing. Customer may permit its distributors and other licensees to which it grants rights to use its trademarks and service marks for manufacturing, promotion or distribution of the applicable Product to use and display the applicable ioXt Standards Compliance Marks in the same manner that Customer is displaying such ioXt Standards Compliance Marks in relation to the Product and its packaging and/or documentation. Customer will be responsible for all acts and omissions of each such distributor and other licensees, and will require of such parties the same changes or cessation of use and display required of Customer by Alliance pursuant to this Agreement.

(b) Ownership; Covenants.

(i) Customer acknowledges Alliance's exclusive ownership of the Licensed Marks and that use of any of the Licensed Marks by Customer, including any resulting goodwill, will inure to the sole benefit of Alliance. Customer will not do or suffer to be done any act or thing inconsistent with such ownership and will not acquire or claim or assist third parties in acquiring or claiming any title in or to any of the Licensed Marks.

(ii) Customer hereby covenants to Alliance that it will not directly or indirectly undertake any action that in any manner might question, contest, challenge, infringe or impair the validity, enforceability, scope of rights or title of Alliance in any of the Licensed Marks at any time during the term of this Agreement and thereafter. Customer will use the Licensed Marks only in a manner and form: (A) designed to maintain the high quality of the Licensed Marks; (B) consistent with the use of the Licensed Marks by Alliance; (C) that protects Alliance's ownership interest therein; and (D) that complies with (1) any applicable style guides or policies set forth in the Certification Policy or otherwise provided from time to time by Alliance and (2) all applicable federal, state, local and foreign laws, rules and regulations, including all applicable trademark laws, rules and regulations.

(iii) During the term of this Agreement and thereafter, Customer hereby covenants to Alliance it will not adopt or use any word, name, mark, symbol, other designation or trade style which in Alliance's sole reasonable opinion is likely to cause confusion or dilute any of the Licensed Marks, and will not make any unlicensed use of trademarks or service marks which, in Alliance's sole reasonable opinion, is confusingly similar to or dilutive of any of the Licensed Marks. In addition, Customer agrees that it will not use any of the Licensed Marks in combination with any word, name, mark, symbol, other designation or trade style so as to create a composite mark, unless such use is explicitly authorized in writing by Alliance.

(c) Quality Standard; Audit. Customer agrees that (i) all Products identified by any of the ioXt Standards Compliance Marks will be at least equal in quality to the Product for which Alliance provided the applicable certification pursuant to Section 3 (the "Quality Standard") and (ii) it will maintain procedures to assure the consistent quality and compliance with applicable ioXt Standards of the Products bearing or containing the ioXt Standards Compliance Marks. Alliance will have the right to request a reasonable number of samples of the Products (including packaging and documentation) bearing the ioXt Standards Compliance Marks for the purpose of auditing the quality of the same to determine whether it meets the Quality Standard. If any such Product, packaging or documentation fails to comply with the Quality Standard, Customer will correct such defects in accordance with such reasonable notification from Alliance within thirty (30) days of such notice. Alliance also has the right to request samples of Customer's marketing materials or usage of Alliance Marks on Customer's website for the purpose of auditing the quality of the same to determine whether it meets Alliance's usage guidelines. If Customer's website or any such materials fail to comply with such usage guidelines, Customer will correct such defects in accordance with such reasonable notification from Alliance within thirty (30) days of such notice.

5.5 Customer Information. Customer will be solely responsible for the information provided by Customer to Alliance, including through the Alliance Portal, to enable the provision of the Alliance Portal to, and operation of the Alliance Portal by, Customer or otherwise to perform the Services (as defined below) (collectively, "Customer Information"). As between the parties, Customer will retain all right, title and interest in and to the Customer Information. Customer agrees that Alliance and its subcontractors have the right to copy and use Customer Information to perform Alliance's obligations under this Agreement.

5.6 Reservation of Rights. Subject only to the rights expressly granted to Customer under this Agreement, as between Alliance and Customer, all rights, title and interest in and to the Alliance Property and Licensed Marks will remain with and belong exclusively to Alliance (or its licensors). Subject only to the rights expressly granted to Alliance under this Agreement, as between Customer and Alliance all rights, title and interest in and to the Products and Customer Information will remain with and belong exclusively to Customer.

6. Warranties; Disclaimer.

6.1 Mutual. Each Party represents and warrants to the other Party that (a) such Party has the required power and authority to enter into this Agreement and to perform its obligations hereunder; (b) the execution of this Agreement and performance of its obligations thereunder do not and will not violate any other agreement to which it is a party; and (c) this Agreement constitutes a legal, valid and binding obligation when signed by both Parties.

6.2 By Alliance. Alliance represents, warrants and covenants to Customer that it will provide the Services in accordance with professional standards of conduct generally applicable to conformity assessment organizations. Customer agrees that Alliance will not have any responsibility other than to exercise reasonable skill, care and diligence in the performance of the Services.

6.3 By Customer. Customer represents, warrants, and covenants that (a) Customer has and will have the legal authority and all rights necessary to provide the Customer Information to Alliance for Alliance to fulfill its obligations herein; (b) all Customer Information is complete, truthful and accurate; (c) the Products and Customer's development, marketing and commercialization thereof comply with all applicable laws, rules and regulations; and (d) Customer will (i) not make any statements, representations or warranties in the documentation, marketing materials, packaging or any other materials for its Products with respect to the ioXt Standards, except as may be provided in writing from time to time by Alliance, and (ii) include in the documentation and/or packaging for any Product with which Customer may use an ioXt Standards Compliance Mark any disclaimers or other related terms provided in writing from time to time by Alliance.

6.4 Disclaimer.

(a) EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE SERVICES AND ALLIANCE PROPERTY IS PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND AND ALLIANCE AND ITS SUBCONTRACTORS DISCLAIM ANY AND ALL WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER ACKNOWLEDGES THAT ALLIANCE AND ITS SUBCONTRACTORS DO NOT WARRANT THAT THE ALLIANCE PORTAL WILL BE PROVIDED IN AN UNINTERRUPTED OR ERROR FREE FASHION AT ALL TIMES OR THAT THE ALLIANCE PROPERTY WILL MEET CUSTOMER'S REQUIREMENTS. ALLIANCE AND ITS SUBCONTRACTORS DO NOT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE ALLIANCE PROPERTY. CUSTOMER ACKNOWLEDGES THAT THE ALLIANCE MATERIALS REFLECT ALLIANCE'S SUBJECTIVE ANALYSIS, CONCLUSIONS AND ASSESSMENTS, AND CUSTOMER AGREES THAT ALLIANCE AND ITS SUBCONTRACTORS WILL HAVE NO LIABILITY TO CUSTOMER WITH RESPECT TO THE ALLIANCE MATERIALS, INCLUDING ANY STATEMENTS, INFORMATION OR OTHER CONTENT CONTAINED IN THE ALLIANCE MATERIALS FURTHER, CUSTOMER AGREES THAT ALLIANCE AND ITS SUBCONTRACTORS WILL HAVE NO LIABILITY FOR ANY ACTIONS OR INACTIONS OF CUSTOMER IN RESPONSE TO OR AS A CONSEQUENCE OF ANY ALLIANCE MATERIALS OR ABSENCE OF ALLIANCE MATERIALS.

(b) CUSTOMER ACKNOWLEDGES AND AGREES THAT ALLIANCE IS NOT A DESIGNER, MANUFACTURER, MARKETER, SELLER, ENDORSER, GUARANTOR, OR INSURER OF CUSTOMER'S PRODUCTS OF ANY KIND. BY PROVIDING THE SERVICES, ALLIANCE AND ITS SUBCONTRACTORS ARE NOT ASSUMING AND THEY DISCLAIM ANY OBLIGATION, INCLUDING ANY DUTY TO CUSTOMER OR ANY THIRD PARTY RELATED TO THE DESIGN, TESTING, MARKETING, OR SALE OF ANY PRODUCT(S). CUSTOMER AGREES THAT: (A) ALLIANCE'S PROVISION OF SERVICES IS NOT INTENDED TO SUPPLANT CUSTOMER'S EXAMINATION AND TESTING OF ITS PRODUCT(S); (B)

BY ALLIANCE'S PERFORMANCE OF SERVICES, IT IS NOT ASSUMING ANY DUTY THAT CUSTOMER HAS TO EXAMINE OR TEST SUCH PRODUCT(S), EITHER BEFORE OR AFTER MANUFACTURE OR SALE; (C) ALLIANCE AND ITS SUBCONTRACTORS ARE NOT ENDORSING, OR WARRANTING THE SAFETY, SECURITY OR PERFORMANCE OF SUCH PRODUCT(S), REGARDLESS OF WHETHER THE SAME ARE CERTIFIED AS COMPLIANT WITH IOXT STANDARDS; AND (D) IN RENDERING SERVICES, ALLIANCE IS NOT SUPPLYING INFORMATION FOR CUSTOMER'S GUIDANCE OR CONDUCT OF ITS BUSINESS.

7. **Indemnification.** Customer will defend, indemnify and hold harmless Alliance and its trustees, directors, officers, employees, members, affiliates, agents and subcontractors (each, an "Indemnified Party") from all damages, costs, liabilities and other losses and expenses (including reasonable attorneys' fees) arising out of, or related to, a third-party claim ("Claim") that relates to (a) the Customer Information; (b) Customer's breach of any representation or warranty herein; or (c) the design, development, manufacture, marketing or sales of any Products. If an Indemnified Party becomes subject to a Claim for which it is entitled to indemnification hereunder, such Indemnified Party will have the right to reasonably participate, at its own expense, in the defense or settlement of any such Claim. Customer will not settle or compromise any Claim without Alliance's prior written consent, which may not be unreasonably withheld.

8. **Term and Termination.**

8.1 **Term.** This Agreement will commence on the Effective Date and will continue until terminated as set forth below. Upon the termination of this Agreement, all Product Subscription Addenda will terminate.

8.2 **Termination for Convenience.** Alliance may terminate this Agreement for any or no reason upon thirty (30) days written notice to Customer. Either Party may terminate this Agreement upon written notice to the other Party if there are no Product Subscription Addenda then in effect

8.3 **Termination for Breach.**

(a) In the event of any material breach of this Agreement or any Product Subscription Addendum by either Party, the other Party may terminate this Agreement or the applicable Product Subscription Addendum, by giving thirty (30) days' prior written notice thereof; provided, however, that this Agreement will not terminate at the end of such thirty (30) days' notice period if the Party in breach has cured such breach.

(b) Notwithstanding the foregoing, in the event of any breach by Customer of Section 6.3(a) or Section 6.3(b), Alliance may terminate this Agreement or the applicable Product Subscription Agreement immediately upon written notice to Customer.

8.4 **Survival; Effect of Termination.** Upon termination of this Agreement, the provisions of Sections 2, 4, 5.1(a), 5.3, 5.4(b), 5.5, 5.6, 6.4, 7, 8.4, 9 and 10 will survive and will continue in full force and effect in accordance with their terms. In addition, upon any expiration or termination of this Agreement or a Product Subscription Addendum, all accrued payment obligations and any other provisions specified as surviving in the applicable Product Subscription Addendum will survive and will continue in full force and effect in accordance with their terms. Upon the termination of this Agreement, (a) all rights granted hereunder and all obligations of Alliance to provide the applicable Alliance Property or the Services will immediately terminate; (b) Customer will immediately cease using all Alliance Property and Alliance Marks; and (c) each Party will return or destroy all copies or other embodiments of the other Party's Confidential Information. Further, upon termination of this Agreement or a Product Subscription Addendum by Alliance pursuant to Section 8.3(b), Customer will make a public statement acknowledging that it no longer has the right to use the ioXt Standards Compliance Mark with respect to the Product for which Customer provided Alliance with the applicable Customer Information and/or attestation that led to such termination as a result of Customer's failure to provide accurate and complete information to Alliance. Upon any expiration or termination of a Product Subscription Addendum, (i) all rights granted thereunder and all obligations of Alliance to provide the applicable Alliance Property or the Services thereunder will immediately terminate, and (ii) Customer will immediately cease using all Alliance Property and Alliance Marks with respect to the applicable Product under such Product Subscription Addendum. Upon Customer's written request within thirty (30) days after any expiration or termination of this Agreement, Alliance will make available to Customer an export of Customer

Information in Alliance's systems in a format reasonably requested by Customer. After the expiration of such thirty (30) day period, Alliance may at its discretion purge Customer Information from its systems.

9. Limitation of Liability.

9.1 Disclaimer of Indirect Damages. EXCEPT FOR LIABILITY ARISING FROM (A) CUSTOMER'S INDEMNIFICATION OBLIGATIONS SET FORTH HEREIN, AND (B) EITHER PARTY'S INFRINGEMENT OR MISAPPROPRIATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, WILL EITHER PARTY (OR ITS SUBCONTRACTORS) BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND ARISING OUT OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, LOST PROFITS, LOST SALES OR BUSINESS, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, LOST DATA, OR FOR ANY AND ALL OTHER DAMAGES OR LOSSES, EVEN IF A REPRESENTATIVE OF SUCH PARTY HAS BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

9.2 Damages Cap. EXCEPT FOR LIABILITY ARISING FROM (A) CUSTOMER'S INDEMNIFICATION OBLIGATIONS SET FORTH HEREIN, AND (B) EITHER PARTY'S INFRINGEMENT OR MISAPPROPRIATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, WILL EITHER PARTY (OR ITS SUBCONTRACTORS) BE LIABLE TO THE OTHER PARTY UNDER THIS AGREEMENT FOR ANY DAMAGES, COSTS, OR LIABILITIES IN EXCESS OF THE FEES PAID OR PAYABLE BY CUSTOMER UNDER THE APPLICABLE PRODUCT SUBSCRIPTION ADDENDUM FOR THE TWELVE (12) MONTHS PRECEDING THE TIME OF ANY CLAIM. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT.

10. General.

10.1 Force Majeure. Neither party will be deemed in breach hereunder for any cessation, interruption or delay in the performance of its obligations due to causes beyond its reasonable control, including earthquake, flood, or other natural disaster, act of God, labor controversy, civil disturbance, terrorism, war (whether or not officially declared) or the inability to obtain sufficient supplies, transportation, or other essential commodity or service required in the conduct of its business, or any change in or the adoption of any law, regulation, judgment or decree.

10.2 Export Control. Customer will not transfer, either directly or indirectly, any software or documentation related to the Alliance Portal, either in whole or in part, to any destination subject to export restrictions under United States law, unless prior written authorization is obtained from the appropriate United States agency and will otherwise comply with all other applicable import and export laws, rules and regulations. Customer represents and warrants that it: (a) will not cause Alliance to violate any export, trade or other economic sanction law; (b) will promptly advise Alliance in writing if any Services involves technology that is subject to any government controls, including, without limitation, U.S. export controls, and will promptly supply all information needed to comply with those controls; and (c) will make payment to Alliance for Services with funds obtained and through financial institutions and accounts in compliance with applicable laws concerning the prevention of money laundering, terrorist financing and other illicit activities, including, without limitation, those enforced by the United States.

10.3 Assignment. Customer may not assign this Agreement, or sublicense any of the rights granted herein, in whole or in part, without the prior written consent of Alliance. Any attempt by Customer to assign or transfer any of the rights, duties or obligations of this Agreement in violation of the foregoing will be null and void. Alliance may freely assign or subcontract any or all of its rights or obligations under this Agreement.

10.4 Relationship of the Parties. Nothing in this Agreement will be construed to place the Parties in an agency, employment, franchise, joint venture or partnership relationship. Neither Party will have the authority to obligate or bind the other in any manner, and nothing herein contained will give rise or is intended to give rise to any

rights of any kind to any third parties. Neither Party will represent to the contrary, either expressly, implicitly or otherwise.

10.5 Governing Law; Venue. This Agreement will be governed by and construed in accordance with the laws of the State of California, excluding that body of law applicable to choice of law. Each of the Parties hereto hereby irrevocably and unconditionally consents to submit to the sole and exclusive jurisdiction of the courts of the State of California and of the United States of America located in Orange County, California (the “California Courts”) for any litigation among the parties hereto arising out of or relating to this Agreement, or the negotiation, validity or performance of this Agreement, waives any objection to the laying of venue of any such litigation in the California Courts and agrees not to plead or claim in any California Court that such litigation brought therein has been brought in any inconvenient forum or that there are indispensable parties to such litigation that are not subject to the jurisdiction of the California Courts.

10.6 Severability If any provision of this Agreement is for any reason found by a court of competent jurisdiction to be unenforceable, the remainder of this Agreement will continue in full force and effect, to the extent consistent with the intent of the Parties as of the Effective Date.

10.7 Amendment; Waiver. This Agreement may not be amended or modified, in whole or part, except by a writing signed by duly authorized representative of both Parties. No provision or part of this Agreement or remedy hereunder may be waived except by a writing signed by a duly authorized representative of the Party making the waiver. Failure or delay by either Party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision.

10.8 Headings; Interpretation. The headings and captions used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement. All uses herein of the term “including” will be interpreted to mean “including without limitation.”

10.9 Notices. All notices under or related to this Agreement will be in writing and will reference this Agreement. Notices will be deemed given when: (a) delivered personally; (b) sent by confirmed telecopy or other electronic means; (c) three (3) days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (d) one (1) day after deposit with a commercial overnight carrier, with written verification of receipt. All notices will be sent to the addresses set forth on the first page of this Agreement, or such other addresses designated pursuant to this Section 10.9.

10.10 Entire Agreement. This Agreement (including any Product Subscription Addenda) constitutes the entire agreement between the Parties with respect to the subject matter hereof. It supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter, and prevails over any conflicting terms or conditions contained on printed forms submitted with purchase orders, sales acknowledgments or quotations. In the event of a conflict between the terms and conditions of the main body of this Agreement and the terms and conditions of any Product Subscription Addendum, the main body of this Agreement will control. In the event of a conflict between the Certification Policy and the terms and conditions of Section 3 of this Agreement, the Certification Policy will govern solely with respect to such conflict. There will be no third-party beneficiaries, either express or implied, to this Agreement, other than the Indemnified Parties (other than Alliance), which are express third party beneficiaries under this Agreement.

10.11 Counterparts; Electronic Copies. This Agreement (including any Product Subscription Addendum) may be executed in counterparts, each of which will be deemed an original, and such counterparts will together constitute one and the same instrument. For purposes hereof, an electronic copy (including a portable data format (PDF) copy) of this Agreement or a Product Subscription Addendum, including the signature pages hereto or thereto, will be deemed to be an original.

Signature Page Below

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

CUSTOMER:

By: _____

Name: _____

Title: _____

ALLIANCE:

IOXT ALLIANCE, INC.

By: _____

Name: _____

Title: _____

EXHIBIT A

FORM OF PRODUCT SUBSCRIPTION ADDENDUM

Overview

This **PRODUCT SUBSCRIPTION ADDENDUM** is subject to, and governed by, the Subscription and Certification Services Agreement, dated _____, 20__ (the “Agreement”), by and between ioXt Alliance, Inc. (“Alliance”) and [FULL ENTITY NAME OF CUSTOMER] (“Customer”). This Product Subscription Addendum sets forth the applicable Customer product (as “Product” is defined in the Subscription and Certification Services Agreement), a description of the services to be performed by Alliance with respect to such Product (the “Services”, and as also defined in the Subscription and Certification Services Agreement), the materials to be provided by Alliance (the “Alliance Materials”), and the fees to be paid in connection with the foregoing. This Product Subscription Addendum is subject to and hereby incorporated by reference into the Agreement. All capitalized terms used herein without definition will have the meanings set forth in the Agreement.

Term and Termination

Subscription Renewal. This Product Subscription Addendum will continue in full force and effect for one (1) unless sooner terminated in accordance with this Agreement. If customer desires to renew the Product Subscription Addendum, Customer agrees to pay the Subscription Fees as defined in the Agreement.

Re-Certification. In the event Customer is required to re-certify the Product specified below, Customer will resubmit Customer Information through the Alliance Portal with respect to the Product sufficient for Alliance to reconfirm that such Product complies with the then-applicable ioXt Standards and pay the Certification Fees.

Alliance may terminate this Product Subscription Addendum for any or no reason upon thirty (30) days written notice to Customer.

Product

Customer Product covered by this Product Subscription Addendum: [Product Name].

SKU / ioXt product category: [TEXT BOX]

Services

The ioXt Standards applicable to the Product: [TEXT BOX]

Fees

Certification Fees are set forth on the Alliance Fee Schedule. Payable through the Alliance Portal or as authorized by Alliance.

Subject to the terms and conditions of the Agreement, upon Alliance’s confirmation that the Product set forth above complies with the applicable ioXt Standards and Alliance’s receipt of payment in full of the Certification Fee, Customer may, with respect to the Product set forth above, exercise its rights granted under the Agreement with respect to the ioXt Standards Compliance Marks set forth on Schedule 1

attached hereto and incorporated by reference herein.

IN WITNESS WHEREOF, the Parties have executed this Product Subscription Addendum as of the date last set forth below.

CUSTOMER:

ALLIANCE:

[FULL ENTITY NAME OF CUSTOMER]

IOXT ALLIANCE, INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Schedule 1 to Product Subscription Addendum
ioXt STANDARDS COMPLIANCE MARKS

EXHIBIT B

ALLIANCE MARKS

1. ioXt Alliance
2. ioXt