

SOFTWARE EVALUATION AGREEMENT

This Software Evaluation Agreement (the “**Agreement**”) is made by and between Acuant, Inc., a Delaware corporation with offices at 6080 Center Drive, Suite 850, Los Angeles, California 90045, on its behalf and on behalf of its subsidiaries (collectively referred to as the “**Licensor**”) and Blend Chain Consulting, LLC, a Limited Liability Corporation with offices at Atlanta, GA (“**Licensee**”) for the evaluation of:

- AssureID Connect
- Acuant Face Standard
- Acuant Mobile SDKs

(the “**Program(s)**”)

1. Licensor grants the Licensee the right to install and evaluate the Program(s) for a **60-day** evaluation (the “**Evaluation Period**”), limited to **500 (five hundred) transactions** per month during the Evaluation Period. The Evaluation Period shall commence on the date a temporary license key is received and, if applicable, the SDK is downloaded by Licensee (the “**Effective Date**”). No charges shall apply to Licensee’s use of the Program(s) during the Evaluation Period. The Evaluation Period may be extended upon mutual consent of both parties, by authorized representatives of each party through notification and acceptance by email. Licensee may terminate this Agreement at any time upon written notice to Licensor.
2. Licensor hereby grants Licensee a nonexclusive, non-transferable, revocable, royalty-free evaluation license to use the Program(s) during the Evaluation Period (the “**License**”). The License may be used solely by the Licensee for internal use in order to evaluate the Program(s) during the Evaluation Period. The Licensee agrees that it will not engage in the sale of the Programs in any manner, nor will it promote, sell and/or sublicense the Programs or use thereof to prospective end-users.
3. Licensee agrees that during the term of the Evaluation Period, it will (i) only use the Program(s) for lawful purposes; and (ii) not violate any law of any country with its use of the Programs including, but not limited to, data privacy laws.
4. Licensee understands and agrees that the Program(s) constitute confidential and proprietary information of Licensor and Licensee agrees to maintain the Program(s) in confidence to the same extent that Licensee protects its own proprietary information. Licensee shall not be entitled to disclose the results of any benchmarking of the Software that it may conduct during the Evaluation Period. Licensee is not authorized to duplicate the Program(s) (other than as necessary to install and operate them), to disclose the Program(s) to persons outside of Licensee’s company (other than to its Affiliates), to reverse engineer, disassemble or

PROFITS OR LOST DATA OR INTERRUPTION OF BUSINESS, HOWEVER CAUSED, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE PERFORMANCE OF THE PROGRAM, EVEN IF LICENSEE HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. LICENSOR'S MAXIMUM CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED US\$500.

11. Licensee may not assign this Agreement without the written permission of Licensor.
12. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Delaware without reference to any conflict of law regulations that may be applicable.
13. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable to its full extent, then such provision shall be enforced to the maximum extent permitted by law, and the parties hereto consent and agree that such scope may be modified by such court accordingly and that the whole of such provision of this Agreement shall not thereby fail, but that the scope of such provision shall be curtailed only to the extent necessary to conform to the law.
14. This Agreement contains the entire agreement of the parties with regard to the subject matter herein and may not be modified, except by written amendment executed by both parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the later date of signature below.

LICENSOR


By: _____

Name: _____

Title: _____

Date: _____

LICENSEE

By: Blend Chain Consulting
Kyle Taylor 

Name: Kyle Taylor

Title: Founder

Date: 12/19/2019