

R3 LLC CONCLAVE SOFTWARE EVALUATION LICENSE AGREEMENT

Last Updated: March 30, 2020.

This Software Evaluation License Agreement (this “Agreement”) is entered into by and between R3 LLC, a limited liability company organized under the laws of Delaware and you (the “Licensee”) with respect to a platform developed for purpose of allowing Java developers to write secure multi-party Java applications in Intel SGX (the “Conclave Software”). This is a legal agreement between you and us, so please read it carefully.

1. **License; Authorized Users; Unauthorized Access.**

1.1 License Grant. Subject to the terms and conditions of this Agreement, R3 hereby grants to Licensee, and Licensee hereby accepts, a royalty-free, revocable, limited, non-exclusive, non-transferable, non-sublicensable license to use the Conclave Software’s object code and any documentation provided therewith (the “Documentation”), solely for purposes of: (i) internal testing and evaluation of the Conclave Software and of demonstrating the functions and features of the Conclave Software (“Demonstration Purposes”), (ii) developing and testing applications that interface with any application programming interface (“API”) included in the Conclave Software (“Development Purposes”), and not for any other purpose. For the sake of clarity, Licensee agrees that it shall not use the Conclave Software for commercial, production or revenue-generating activities. Except for the foregoing license, nothing herein shall be construed to transfer to Licensee any rights, title or interest in or to the Conclave Software, including without limitation, intellectual property rights therein. Licensee may sublicense the license rights granted herein to any entity that controls, is controlled by, or is under common control, in each case either directly or indirectly with Licensee, where “control” means the ownership of, or the power to vote, more than 50% of the voting stock, shares or interests of the relevant entity (collectively, “Affiliates”); provided that Licensee shall be responsible any breach or default by any Affiliate of Licensee of any terms or conditions of this Agreement applicable to Licensee.

1.2 Modifications/Reverse Engineering. Licensee shall not alter, modify, enhance, adapt, reverse engineer, disassemble, or make works derived from any version of the Conclave Software or attempt to generate or access the source code for the Conclave Software (except as may be agreed upon between the parties in writing), whether by converting, translating, decompiling, disassembling or

merging any part of the Conclave Software with any other software.

1.3 Access. Licensee shall not make the Conclave Software available to anyone other than Licensee’s employees, consultants and independent contractors and shall take all steps necessary to ensure that no person or entity shall have unauthorized access to the Conclave Software, including implementing industry standard technical measures to restrict access that are in no event less than the measures employed to protect Licensee’s and its Affiliates’ own proprietary technology.

1.4. Updates and Modifications. Licensee acknowledges and agrees that R3 may make available to Licensee modifications or updates to the Conclave Software or the Documentation from time to time, including by posting a link or otherwise providing access allowing Licensee to download such modifications or updates. Licensee shall use reasonable efforts to implement such modifications and updates within any required time period specified by R3 in connection with the notice of such modification or update, or if no time period is specified, as soon as reasonably practicable; provided that Licensee may, at its own risk, continue to use prior versions of the Conclave Software. Licensee expressly acknowledges that such modifications may change the functionality of the Conclave Software and integration with other systems, and may not be backward compatible with earlier versions of Conclave Software. Licensee acknowledges and agrees that in the event updates to Licensee’s software are needed to ensure compatibility with modifications or updates to the Conclave Software, Licensee shall be responsible for making such changes.

2. **Ownership; Feedback.**

2.1 Ownership. Licensee acknowledges and agrees that the Conclave Software is owned by or licensed to R3 and embodies a valuable trade secret asset of R3 or the owner of any third-party software embedded in the Conclave Software, as applicable. Except as expressly licensed herein, all right, title, and interest in and to the Conclave Software and Documentation, including

without limitation, all copyrights, trade secrets and other intellectual property rights pertaining thereto, will remain solely vested in R3 or the owner of any third-party software embedded in the Conclave Software; and as between R3 and Licensee, R3 shall own and hold all intellectual property rights in and to the Conclave Software and the Documentation. R3 retains all rights not expressly granted herein. No implied licenses shall flow from this Agreement.

2.2 **Feedback.** Licensee will provide R3 with reasonable feedback relating to errors, problems or defects that it and any of its Affiliates identify in the ordinary course of evaluating the Conclave Software for their own use (“Feedback”). The parties acknowledge and agree that Feedback shall constitute R3’s Confidential Information, and Licensee agrees that any such Feedback and associated intellectual property rights, shall be voluntarily given and will become the property of R3, and hereby assigns and agrees to assign all right, title and interest in and to such Feedback and associated intellectual property rights to R3. Neither Licensee nor its Affiliates shall have any liability whatsoever from the creation or provision of Feedback.

2.3 **Trademarks.** Nothing in this Agreement shall operate to give Licensee the right to use, and Licensee shall not use, any of R3’s trade names, trademarks, service marks, logos, domain names, or other distinctive brand features (including, for the avoidance of doubt, with respect to the Conclave Software) without R3’s prior written consent.

3. **Term.** This Agreement and the licenses granted hereunder shall take effect on the Effective Date and shall continue for a period of sixty (60) days unless terminated in accordance with the terms of this Agreement (the “Evaluation Period”).

4. **No License Fees.** There is no charge for the use of the Conclave Software for Demonstration Purposes during the Evaluation Period.

5. **No Support Services.** No support services are provided under this Agreement. Any support services will be provided under a separate agreement.

6. **Confidentiality.**

6.1. **Nondisclosure.** Each party shall retain the Confidential Information (as defined below) of the other party in the strictest confidence and shall not disclose the Confidential Information of the other party to any third party without the other party’s prior express written consent. Neither party shall use the Confidential Information of the other party for any purpose not related

to the purpose of this Agreement, and shall limit access to the Confidential Information of the other party to those of its employees and agents whose work responsibilities require such access. Each party shall ensure that it, its Affiliates and each of their employees, consultants and independent contractors who have access to the Confidential Information of the other party are aware of and comply with the terms of this Section 6.1.

6.2. **Confidential Information.** “Confidential Information” means any data, documentation, Conclave Software, the source code, algorithms, inventions, know-how, ideas, product pricing information, business methods, and/or any information disclosed by a party as a result of this Agreement, including, but not limited to, the Conclave Software (in both object and source code form) and Documentation (in the case of R3). Confidential Information does not include information which is: (1) in the public domain at the time of disclosure or becomes available thereafter to the public without restriction and not as a result of the act or omission of the recipient; (2) rightfully obtained by the recipient from a third party without restriction as to disclosure; (3) lawfully in the possession of the recipient at the time of disclosure and not otherwise subject to restriction on disclosure; or (4) approved for release in writing by the disclosing party.

7. **Default and Termination.**

7.1 **Termination.** Either party may terminate this Agreement at any time upon notice to the other party.

7.2 **Effect of Termination.** Upon expiration or termination of this Agreement for any reason, Licensee shall immediately cease using the Conclave Software and Documentation and all other Confidential Information of R3 provided pursuant to this Agreement, and either return to R3 or destroy all physical and electronic copies thereof. For the sake of clarity, Licensee shall have no further right to utilize the Conclave Software or Documentation. In addition, Licensee shall uninstall, delete or remove the Conclave Software in its possession or control, including any copies thereof, from any and all computers, media or other devices within five (5) days, unless the Term of this Agreement is extended upon agreement by both parties. Notwithstanding the foregoing, Licensee and its Affiliates shall not be required to return or destroy electronic copies of Confidential Information created pursuant to automatic archival backup procedures which cannot reasonably be deleted; provided that they shall not make any effort to access or reconstruct the Confidential Information in such computer records or files. Sections 2.1, 2.2, 2.3, 6, 8, 9, and 10 and this Section 7.2 shall survive and remain effective after any termination of this Agreement.

8. Disclaimer of Warranties. THE SOFTWARE IS PROVIDED "AS IS" WITHOUT REPRESENTATION, WARRANTY OR INDEMNITY OF ANY KIND INCLUDING ANY REPRESENTATION OR WARRANTY RELATED TO NONINFRINGEMENT, EITHER EXPRESS, OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. R3 MAKES NO WARRANTY OR REPRESENTATION THAT LICENSEE'S OR ANY OF ITS AFFILIATES' USE OF THE SOFTWARE WILL MEET LICENSEE'S OR ANY OF ITS AFFILIATES' REQUIREMENTS, WILL BE UNINTERRUPTED OR ERROR-FREE OR WILL NOT INTERFERE WITH OR INFRINGE UPON THE RIGHTS OF ANY THIRD PARTY.

9. Limitation on Liability; Indemnity by Licensee.

9.1 Limitation on Liability. R3 shall have no liability, whether in contract, tort, or otherwise, arising out of or in connection with this Agreement or the use of the Conclave Software (whether or not in the manner permitted by this Agreement). R3 shall under no circumstances be liable for any claims, demands, costs, or liabilities of any kind whatsoever alleging that the Conclave Software infringes the intellectual property rights of any third party. R3's AGGREGATE LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE WITH RESPECT TO THE SOFTWARE AND DOCUMENTATION OR OTHERWISE SHALL IN NO EVENT EXCEED USD\$50.00. IN NO EVENT SHALL R3 BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR TORT DAMAGES, INCLUDING WITHOUT LIMITATION ANY DAMAGES RESULTING FROM LOSS OF USE, LOSS OF DATA, LOSS OF PROFITS OR LOSS OF BUSINESS ARISING OUT OF OR IN CONNECTION WITH THE SOFTWARE OR THE PERFORMANCE OF THE SOFTWARE EVEN IF R3 HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9.2 Indemnification by Licensee. Licensee acknowledges that R3 is licensing the Conclave Software on a royalty-free as-is basis and without any warranties of any kind. Licensee shall indemnify R3 against any third party claims, demands, costs, or liability of any kind caused by, relating to or arising from (i) the use of the Conclave Software, (ii) the use, download or access by any third party of the Conclave Software or , (iii) the failure of any modification or of Licensee to properly

interact with the Conclave Software, and (iv) any claim that any modification of Licensee or portion thereof infringes any intellectual property right of any third party.

10. Miscellaneous.

10.1 Audit Rights. Upon ten (10) days written notice, R3 may audit Licensee's and each of its Affiliates use of the Conclave Software in accordance with this Agreement. Licensee agrees, and will ensure that each of its applicable Affiliates agrees, to cooperate with R3's audit and provide reasonable assistance and access to information concerning Licensee's use of Conclave Software.

10.2 Notices. All notices to be provided by R3 under this Agreement may be delivered in writing (a) by nationally recognized overnight delivery service to the contact mailing address provided by Licensee to R3; or (b) electronic mail to the electronic mail address in connection with your execution of this Agreement. All notices to be provided by Licensee under this Agreement may be delivered in writing (a) by nationally recognized overnight delivery service to 11 West 42nd Street, Floor 8, New York NY 10036, Attention: Legal; or (b) electronic mail to Legal@r3.com. All notices shall be deemed to have been given (i) immediately upon delivery by electronic mail if sent at or before 5:00 p.m. local time of the recipient on a working day, or on the following working day if sent later than 5:00 p.m. local time of the recipient, or (ii) two working days after being deposited with a nationally recognized overnight courier service.

10.3 Severability. If provision of this Agreement is determined to be invalid, illegal or unenforceable by a court of competent jurisdiction under any applicable statute or rule of law, the parties agree to negotiate in good faith to draft a new provision that comports with the original intent of the parties.

10.4 Modification. This Agreement may not be amended, modified or supplemented, and waivers or consents to departures from the provisions of this Agreement may not be given without the written consent of R3 and Licensee.

10.5 Remedies. Except as provided herein, no remedy in this Agreement is intended to be exclusive, but each shall be cumulative and in addition to any other remedy referenced herein or otherwise available at law, in equity or otherwise.

10.6 Governing Law; Dispute Resolution. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to its principles of conflicts of laws, and

without regard to the United Nations Convention on the International Sale of Goods. In the event of a controversy, claim, or dispute between the parties arising out of or relating to this Agreement, such controversy, claim, or dispute shall be tried exclusively in the courts of the State of New York. Each of the parties hereby waives any defense of lack of in personam jurisdiction, improper venue, and forum non conveniens, and agrees that service of process from any such court may be made upon each of them by personal delivery or by mailing certified or registered mail, return receipt requested, to the other party at the address provided herein. Both parties hereby submit to the jurisdiction of such courts, to the exclusion of any other courts which may have had jurisdiction apart from this Section 10.6. THE PARTIES HERETO HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED ON CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THE ACTIONS OF ANY PARTY IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE AND ENFORCEMENT OF THIS AGREEMENT.

10.7 Assignment. Without the express written consent of R3, this Agreement is not assignable or otherwise transferable by Licensee, including without limitation any transfer in connection with an acquisition in whole or in part of Licensee (or any of Licensee's assets) or as a result of a merger, consolidation, reorganization, bankruptcy or change of control, or by operation of law. Any purported assignment or transfer made without R3's written consent shall be void and shall constitute a material breach of this Agreement.

10.8 Equitable Relief. The covenants and agreements of Licensee in Sections 2.1, 6 and 7 of this Agreement, as well as the restrictions on use of the Conclave Software set forth in Section 1, are of a special and unique character, and Licensee acknowledges that money damages alone may not reasonably or adequately compensate R3 for any breach of such covenants and agreements. Therefore, Licensee expressly agrees that in the event of the breach or threatened breach of any such covenants or agreements, in addition to other rights or remedies which R3 may have at law, in equity or otherwise, R3 shall be entitled to seek injunctive or other equitable relief compelling specific performance.

10.9 No Third Party Beneficiary. There are no third party beneficiaries intended by this Agreement.

10.10 Compliance with Laws. Licensee shall comply with all applicable laws governing the use of the Conclave Software.

10.12 Export Controls. Licensee acknowledges that the Conclave Software may be subject to the export control restrictions of the U.S. Export Administration Regulations ("EAR") and Regulation (EC) No 428/2009 (as amended) ("Regulation 428/2009"), and that the Conclave Software may not be re-exported or otherwise retransferred except in accordance with the U.S. EAR and Regulation 428/2009. Additionally, Licensee agrees that, (a) absent appropriate authorization from the U.S. government, no Conclave Software may be exported or re-exported: (i) into (or to a national or resident of) Cuba, Iran, North Korea, Sudan, Syria, or the region of Crimea or any other country or region subject to U.S. trade sanctions/embargo; (ii) to any person or entity on the U.S. Treasury Department's Specially Designated Nationals ("SDN") List or the U.S. Department of Commerce's Denied Parties List, nor to an entity more than 50% owned by a person or entity on the SDN List; or (iii) for any purpose or end-use that is otherwise prohibited by the U.S. EAR, and (b) absent appropriate authorization from the U.K. government, no Conclave Software may be exported or re-exported: (i) into any country subject to European Union sanctions or restrictive measures; (ii) either directly or indirectly to any natural or legal person, body or entity listed as parties subject to European Union economic sanctions/restrictive measures; or (iii) for any purpose or end-use that is prohibited by Regulation 428/2009.

10.13 R3 Privacy Policy. Licensee acknowledges that except as described in this Agreement, the information Licensee provides to R3 or that R3 collects will be used and protected as described in the R3 Privacy Policy (<https://www.r3.com/privacy-policy>).

10.14 Data Processing/Transfer. If Licensee is established in the United Kingdom, a Member State of the European Economic Area, or Switzerland, the R3 HoldCo LLC Website Privacy Statement — Full Statement found at: <https://www.r3.com/full-privacy-policy> applies to the processing of any personal data.

10.15 Access & Disclosure. R3 may access, preserve, or share any of Licensee's information when R3 believes in good faith that such sharing is reasonably necessary to investigate, prevent, or take action regarding possible illegal activities or to comply with legal process (e.g. a subpoena or other legal process). R3 may also share Licensee's information in situations involving potential threats to the physical safety of any person, violations of the R3 Privacy Policy or user agreements or terms; or to respond to the claims of violation of the rights of third

parties and/or to protect the rights, property and safety of R3, its employees, users, or the public. This may involve the sharing of Licensee's information with law enforcement, government agencies, courts, and/or other organizations.

statement of the agreement between the parties relating to the Conclave Software and supersedes any and all prior agreements, whether written or oral, and all purchase orders and other correspondence and communications between the parties relating to the Conclave Software or any part or version thereof.

10.16 Complete Agreement. The parties further agree that this Agreement sets forth the complete and exclusive

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If you have any questions concerning this Agreement, please contact us at: legal@r3.com.