



## BETA TEST AGREEMENT

IMPORTANT: PLEASE READ THIS BETA TEST AGREEMENT CAREFULLY. ACCESSING OR USING SERVICES OF INPHER CONSTITUTES ACCEPTANCE OF THIS AGREEMENT.

BY ACCESSING OR USING SERVICES OF INPHER OR OTHERWISE EXPRESSING YOUR AGREEMENT TO THE TERMS CONTAINED IN THE AGREEMENT YOU, INDIVIDUALLY AND ON BEHALF OF THE BUSINESS OR OTHER ORGANIZATION THAT YOU REPRESENT ("LICENSEE"), CONSENT TO BE BOUND BY THIS AGREEMENT. IF YOU DO NOT OR CANNOT AGREE TO THE TERMS CONTAINED IN THIS AGREEMENT, THEN DO NOT ACCESS OR USE ANY SERVICES OF INPHER

### Introduction

1. Inpher, SARL., a Swiss corporation located at EPFL Innovation Park BÃ timent A, 3rd Fl, 1015 Lausanne CH ("Inpher") is willing to provide access to a limited beta version of XOR -(the limited beta version, the "Beta Platform", and the full version, the "Platform"). Inpher has developed a privacy-preserving means of conducting data analysis through the Platform. The Platform includes the XOR Engine, which enables secure evaluation of functions across multiple private data sources, without sharing information among the data sources. The analyst or machine conducting the computation only sees the output of the function. The Platform is built on Inpher's patent pending secure multiparty computation protocol that enables scalable performance with high-precision real-valued functions.
2. The Beta Platform provides a limited version of the Platform for testing by Licensee. Licensee would like to evaluate the Beta Platform in accordance with the Beta Test Objectives and on the terms and conditions set forth herein (the "Beta Test"). The "Beta Test Objectives" are for (a) Licensee to test the Beta Platform for potential use by Licensee for its internal business purposes and (b) Inpher to test the Beta Platform and receive feedback on potential improvements to the Beta Platform and on related documentation and processes.
3. During the Beta Test, Licensee will only have access to sample data made available by Inpher. Licensee must agree to use the Platform to be able to use Licensee's own data. The Beta Platform is not optimized for use on mobile devices.
4. This Beta Test Agreement (the "Agreement") is entered into on the date that Licensee clicks ["I Accept"] to accept this Agreement (such date, the "Effective Date"). Each of Inpher and Licensee is a "Party", and together they are the "Parties".

The Parties hereby agree as follows:

1. Licenses.
  - 1.1. Evaluation. Subject to the terms and conditions contained herein, Inpher grants Licensee and Licensee accepts, a non-exclusive, non-transferable right to use and test the Beta Platform., for the sole purpose of evaluating the Beta Platform. Except for the express grant of rights set forth herein, Inpher does not grant any right or license by implication, estoppel or otherwise.

1.2. No Rights to Distribute. Licensee is not granted any rights to distribute or otherwise disclose the Beta Platform, any portion or component of the Beta Platform or any information regarding the Beta Platform under this Agreement.

## 2. Responsibilities of the Parties

2.1. Inpher's Responsibilities. Inpher will perform or provide the following:

2.1.1. Access to Beta Platforms. Inpher shall provide Licensee with access to the Beta Platform promptly after Licensee accepts this Agreement. In addition, Inpher shall deliver to Licensee such documentation as Inpher deems necessary for the planned use and installation of the Beta Platform, without charge to Licensee, for the duration of the Term. The Beta Platform and all such documentation shall be Confidential Information of Inpher, which shall be used only for the Beta Test, and shall be restricted to those persons within Licensee's organization that are assigned to the Beta Test. Licensee acknowledges that the Beta Platform and all related materials are beta level services and may not perform as expected.

2.1.2. Inpher Assistance. Inpher may, at Inpher's option, provide reasonable support for the resolution of issues that arise during the Beta Test. This may include the review of Licensee's test plans. Licensee understands that Inpher shall be able to review Licensee's use of the Beta Platform, in part for the purpose of providing better support.

2.2. Licensee's Responsibilities. Licensee shall perform or provide the following:

2.2.1. Fees. Licensee shall pay to Inpher any fees set forth on the Inpher website for the Beta Test in accordance with the terms thereof. Licensee shall be responsible for any taxes imposed on such fees, but not any taxes on the income or assets of Inpher.

2.2.2. Equipment. Licensee shall be responsible for procuring all hardware and software necessary to use the Beta Platform for the Beta Test.

2.2.3. Test Duration. Licensee shall run and test the Beta Platform during the entire Term.

2.2.4. Feedback. Licensee shall provide all material feedback regarding the Beta Platform to Inpher, including without limitation usability, bug reports and comprehensive test results during the Beta Test in a format specified by Inpher from time to time ("Test Results"), and shall keep Inpher apprised of all such information which may arise during the Beta Test (collectively, "Feedback"). Feedback shall be provided orally and in a written summary on a weekly basis and both Parties agree to set up a mutually agreeable time to exchange Feedback. Weekly summaries shall include, without limitation, information on ease of installation, ease of administration, ease of loading and running applications, compatibility issues, performance relative to expectations, ease of use of the documentation and problems and successes of system delivery, obtaining software, service and support methodology, Test Results and general experience of Licensee with the Beta Platform, as applicable.

2.2.5. Final Feedback Report. Within ten (10) days after the expiration or termination of this Agreement, Licensee shall provide Inpher with a final written Feedback report containing

Licensee's configuration, a description of the application, an evaluation of the Beta Platform's functionality, publications, performance and overall support. Licensee further agrees that Inpher may freely use, disclose, reproduce, license, distribute and otherwise commercialize Feedback in any product, technology, service, specification or other documentation, including without limitation in the Platform.

2.2.6. Licensee Assistance. Licensee shall assist Inpher with the determination and resolution of problems associated with the Beta Platform, which may include collecting and furnishing data to Inpher.

2.2.7. Access. Licensee shall allow Inpher's personnel reasonable access to Licensee's personnel to discuss the Beta Test, including without limitation Feedback.

### 3. Ownership of Beta Platforms.

3.1. Beta Platform. Inpher shall retain all rights, title, and interest in and to the Beta Platform, the Platform and all Intellectual Property therein and Licensee shall not take any action inconsistent with such title and ownership. Licensee shall not have any ownership interest in any element, segment or component of the Beta Platform. "Intellectual Property" means all patent, copyright, trademark, trade secret or any other industrial or intellectual property rights.

3.2. Intellectual Property Notices. Licensee shall not alter or remove any printed or on-screen copyright, trade secret, proprietary or other legal notices contained on or in the Beta Platform.

3.3. No Reverse Engineering. Licensee shall not, and shall not cause or permit, modification, adaptation, making derivative works of or reverse engineering, disassembling, or decompiling of the Beta Platform or any component thereof or of the Platform or any component thereof.

3.4. Improvements. Inpher shall be the sole owner of all rights, title and interest in and to all improvements to the Beta Platform or the Platform, including without limitation any improvement made as a result of any Feedback. Licensee hereby assigns all of its rights, title and interest in and to any Intellectual Property in any Feedback that Licensee provides to Inpher. Licensee shall execute such other documentation to evidence or perfect Inpher's ownership interests in and to any such Feedback as may be requested by Inpher from time to time.

### 4. Term and Termination.

4.1. Term. This Agreement shall commence on the Effective Date and shall expire on the date that is one (1) week after the Effective Date, unless earlier terminated pursuant to Section 4.2 (the "Term").

4.2. Termination. This Agreement may be terminated at any time for any or no reason by either Party upon notice to the other Party.

#### 4.3. Effects of Termination.

4.3.1. Upon expiration or termination of this Agreement, Licensee shall have no further right to use or test the Beta Platform.

- 4.3.2. The provisions of Sections 2.2.4 (Final Feedback Report), 5 (Confidentiality), 6 (Disclaimer of Warranty), 7 (Infringement Indemnification), 8 (Indemnification by Licensee), 9 (Limitations on Liability), 10 (Compliance with Laws), 11 (Notices), 12 (General Provisions) and this Section 4.3 (Effects of Termination) shall survive any termination or expiration of this Agreement according to their terms.
- 4.4. Following Term. Following the expiration or termination of this Agreement, Licensee and Inpher may agree to a further commercial license of the Platform, but neither Party is under an obligation to do so.
5. Confidentiality.
- 5.1. Confidential Information. Inpher may disclose to Licensee certain confidential information which may be identified as such in writing or may reasonably be considered confidential ("Confidential Information"). All Feedback shall constitute Confidential Information of Inpher.
- 5.2. Protection of Proprietary Information. Licensee agrees to protect the confidentiality of Confidential Information with at least the same degree of care that Licensee utilizes with respect to Licensee's own similar proprietary information, but in no event less than reasonable and customary care for such materials, including without limitation agreeing:
- 5.2.1. not to disclose or otherwise permit any other person or entity access to, in any manner, any Confidential Information, or any part thereof in any form whatsoever, except that such disclosure or access shall be permitted to an employee of Licensee requiring access to such Confidential Information in the course of his or her employment in connection with this Agreement and who has signed an agreement obligating such employee to maintain the confidentiality of the confidential information of third parties in Licensee's possession, and Licensee shall be responsible for any action or omission of any such employee that would breach this Agreement;
- 5.2.2. to notify Inpher promptly and in writing of the circumstances surrounding any suspected possession, use or knowledge of any Confidential Information or any part thereof at any location or by any person or entity other than those authorized by this Agreement; and
- 5.2.3. not to use any Confidential Information for any purpose other than as explicitly set forth herein.
- 5.3. Injunctive Relief. Because the unauthorized use, transfer or dissemination of any Confidential Information may substantially diminish the value of such information and may irreparably harm Inpher, Inpher shall, without limiting its other rights or remedies, be entitled to seek equitable relief, including without limitation injunctive relief, without posting a bond therefore.
6. Disclaimer of Warranty. THE BETA PLATFORM IS BEING PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND AND INPHER HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE BETA PLATFORM, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR ANY PARTICULAR PURPOSE,

INFORMATIONAL CONTENT, INTERFERENCE WITH ENJOYMENT OR THAT THE BETA PLATFORM IS ERROR-FREE OR FREE FROM DEFECTS.

7. Infringement Indemnification.

7.1. Except as provided below, Inpher shall defend and indemnify Licensee from and against any damages, liabilities, costs and expenses (including reasonable attorneys' fees) arising out of any claim that the Beta Platform infringes a valid U.S. patent, copyright or other intellectual property right of a third party or misappropriation of a trade secret by a third party, provided that (i) Licensee provides Inpher prompt written notice thereof and reasonable cooperation, information, and assistance in connection therewith, and (ii) Inpher shall have sole control and authority with respect to the defense, settlement or compromise thereof. Should the Beta Platform become or, in Inpher's opinion, be likely to become the subject of an injunction preventing its use as contemplated herein, Inpher may, at its option, (1) procure for Licensee the right to continue using the Beta Platform, (2) replace or modify the Beta Platform so that it becomes non-infringing or (3) terminate Licensee's license to the Beta Platform.

7.2. Inpher shall have no liability or obligation to Licensee hereunder with respect to any patent, copyright, trade secret or other intellectual property infringement, misappropriation or claim thereof based on (i) use of the Beta Platform by Licensee in combination with Beta Platforms or software not provided by Inpher, or (ii) any modification, alteration or enhancement of the Beta Platform not created by or for Inpher.

7.3. The foregoing states the entire liability of Inpher with respect to infringement of patents, copyrights, trade secrets and other intellectual property rights by the Beta Platform or any part thereof or by its operation.

8. Indemnification by Licensee. Licensee shall defend and indemnify Inpher from and against all damages, liabilities, costs and expenses (including reasonable attorneys' fees) arising out of any claim by a third party relating to Licensee's breach of this Agreement or Licensee's negligence, fraud or willful misconduct, provided that (i) Inpher provides Licensee prompt written notice thereof and reasonable cooperation, information, and assistance in connection therewith, and (ii) Licensee shall have sole control and authority with respect to the defense, settlement or compromise thereof.

9. Limitations on Liability.

9.1. EXCLUDING INDEMNIFICATION OBLIGATIONS, INPHER'S LIABILITY FOR DAMAGES TO LICENSEE FOR ANY CAUSE WHATSOEVER, REGARDLESS OF THE FORM OF ANY CLAIM OR ACTION, SHALL NOT EXCEED THE AMOUNTS PAID TO INPHER HEREUNDER. EXCEPT FOR DAMAGES ARISING FROM A BREACH OF SECTION 2.2.3, 2.2.4, 3 OR 5, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY LOSS OF DATA, PROFITS OR USE OF THE BETA PLATFORM, OR FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, OR ANY LOST PROFITS OR LOST REVENUES, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE BETA PLATFORM OR OTHERWISE IN RELATION TO THIS AGREEMENT.

9.2. Section 9.1 shall apply to the maximum extent permitted by applicable Law.

9.3. Licensee will immediately inform Inpher as soon as Licensee becomes aware of any threatened or actual liability claim by a third party relating to the Beta Platform.

#### 10. Compliance with Laws.

10.1. **Export.** Licensee shall not export, directly or indirectly, the Beta Platform, or other information or materials provided by Inpher hereunder, to any country for which the United States or any other relevant jurisdiction requires any export license or other governmental approval at the time of export without first obtaining such license or approval. It shall be Licensee's responsibility to comply with all applicable United States export Laws, and Licensee shall defend and indemnify Inpher from and against any damages, fines, penalties, assessments, liabilities, costs and expenses (including reasonable attorneys' fees and court costs) arising out of any claim that the Beta Platform or other information or materials provided by Inpher hereunder were exported or otherwise shipped or transported in violation of applicable Laws. "Laws" means any declaration, decree, directive, legislative enactment, order, common law, ordinance, regulation, rule, guideline, guidance or other binding restriction or requirement of or by any governmental authority, as may be amended or replaced from time to time.

10.2. **Compliance with Laws of Other Jurisdictions.** Licensee shall comply with all applicable Laws and industry standards with respect to the Beta Platform or the use thereof, and the performance by Licensee of its obligations hereunder, existing in any jurisdiction in which Licensee uses the Beta Platform.

#### 11. Notices.

Any notice or communication from one Party to the other shall be in writing and (a) personally delivered, (b) sent via certified mail, postage prepaid and return receipt requested addressed or (c) made via a notice on the Beta Platform that is provided to Licensee on the Beta Platform, to such other Party at the address specified by Licensee using Licensee's account on the Beta Platform or via a notice on the Beta Platform that is provided to Licensee on the Beta Platform or to Inpher's address for notices set forth on the Beta Platform [Inpher: To confirm that we do this.] or such other address as either Party may from time to time designate in writing to the other Party. No change of address shall be binding upon the other Party until notice thereof is received by such Party at the address shown herein. All notices shall be in English, in writing and effective upon receipt.

#### 12. General Provisions.

12.1. **Force Majeure.** In the event that either Party is prevented from performing, or is unable to perform, any of its obligations under this Agreement due to any cause beyond the reasonable control of the Party invoking this provision, the affected Party's performance shall be excused and the time for performance shall be extended for the period of delay or inability to perform due to such occurrence.

12.2. **Publicity.** Licensee agrees that Inpher may issue a news release or other public announcement relating to the performance of the Beta Platform which may include Feedback or other results of the Beta Test but shall reasonably consider any input of Licensee in such a news release or other

public announcement. Licensee shall not issue any news release or other public announcement relating to this Agreement.

- 12.3. **Waiver.** The waiver by either Party of a breach or a default of any provision of this Agreement by the other Party shall not be construed as a waiver of any succeeding breach of the same or any other provision, nor shall any delay or omission on the part of either Party to exercise or avail itself of any right, power or privilege that it has, or may have hereunder, operate as a waiver of any right, power or privilege by such Party.
- 12.4. **No Agency; Independent Contractors; Third Party Beneficiaries.** Nothing contained in this Agreement shall be deemed to imply or constitute either Party as the agent or representative of the other Party, or both Parties as joint venturers or partners for any purpose. Except for the Parties, this Agreement is not intended to create any right or cause of action in or on behalf of any other person or entity.
- 12.5. **Governing Law.** This Agreement shall be governed in all respects solely and exclusively by the laws of Switzerland without regard to conflict of laws principles. The parties hereto expressly consent, and submit themselves, to the exclusive jurisdiction of the courts of Zurich, and it is stipulated that venue shall be in Zurich, Switzerland for the adjudication or disposition of any claim, action or dispute arising out of this Agreement.
- 12.6. **Entire Agreement; Amendment.** This Agreement constitutes the entire agreement between the Parties with regard to the subject matter hereof. No consent, modification or change of any term of this Agreement shall bind either Party unless in writing signed by both Parties. No waiver of any term of this Agreement shall bind the Party making such waiver unless in writing and signed by the Party making such waiver. Any such waiver shall be effective only in the specific instance and for the specific purpose given.
- 12.7. **Headings.** Captions and headings contained in this Agreement have been included for ease of reference and convenience and shall not be considered in interpreting or construing this Agreement.
- 12.8. **Costs, Expenses and Attorneys' Fees.** If either Party commences any action or proceeding against the other Party to enforce or interpret this Agreement, the prevailing Party in such action or proceeding shall be entitled to recover from the other Party the actual costs, expenses and reasonable attorneys' fees (including all related costs and expenses), incurred by such prevailing Party in connection with such action or proceeding and in connection with obtaining and enforcing any judgment or order thereby obtained.
- 12.9. **Assignment.** This Agreement, and the rights and obligations hereunder, may not be assigned, in whole or in part by Licensee.