



ONYX™ 2.1 SOFTWARE DEVELOPMENT KIT LICENSE AGREEMENT

Diamond Fortress Technologies, Inc. (“DFT”) has developed a set of software development tools, including, but not limited to, system files, application programming interfaces (“APIs”), libraries, sample code, and related technology called the “Software Development Kit” (the “API/SDK”) in connection with its proprietary computer program known as “Onyx™”. This API/SDK is licensed, not sold, to you (the “User”). User’s license to the API/SDK is subject to User’s prior and continued acceptance of this Onyx™ 2.1 Software Development Kit License Agreement (“Agreement”) and the terms of use in this Agreement (the “terms”). Pursuant to the terms of this Agreement, User may use the API/SDK to create plug-ins and associated applications that interact with and enhance the use of Onyx™ version 2.1 (“Onyx”). By downloading, installing and/or using the API/SDK and/or its accompanying manuals, samples and examples (the “Documentation”), User agrees to be bound by the terms of this Agreement. If User does not agree to be bound by the terms of this Agreement, then User should not download, install and/or use the API/SDK and/or the Documentation, and User must immediately uninstall the API/SDK and discontinue use of the API/SDK and/or the Documentation. DFT reserves all rights not expressly granted to User.

In addition to the terms of this Agreement, User may also be bound by the DFT End User License Agreement and any additional terms of use for Onyx and any related applications or web sites. If there is any conflict between the terms of another agreement and this Agreement, then this Agreement shall control with respect to User’s use of the API/SDK and/or the Documentation, and the other agreement shall take precedence with respect to the subject matter of such other agreement. This Agreement concerns and relates to the API/SDK and the Documentation used in conjunction with Onyx (i.e., Onyx™ version 2.1), and not any other or future version of Onyx.

THEREFORE, for good and valuable consideration, including the rights and license granted in this Agreement, and intending to be legally bound, DFT and User agree as follows:

1. Description and Use.

1.1 Onyx 2.1 API / Software Development Kit. The API/SDK consists of, among other things, specific programmatic APIs, interface definitions, generated code libraries and associated tools, which allows the User to create software plug-ins or applications that work along with Onyx. Functionality may also be developed to augment certain existing capabilities of Onyx and to facilitate enhanced work flows between Onyx and other third-party applications. Plug-ins and/or applications developed using the API/SDK may be integrated into a third-party application, or may be separate, stand-alone applications provided they meet all requirements set forth in this Agreement.

1.2 Responsibility Regarding Work Product. Subject to the terms of this Agreement, User is entitled to use and share with third parties any plug-in, application, tool or other work product

developed with the API/SDK and/or the Documentation (“Work Product”). Work Product does not, and will never include, the API/SDK, the Documentation and/or any other DFT product or service. User shall be solely responsible for any Work Product that User develops and releases. User hereby acknowledges, agrees and represents that User shall make User’s Work Product available only to end users that have agreed to the following terms in connection with their use of the Work Product: (i) any and all limitations, restrictions, prohibitions and/or field of use restrictions contained in this Agreement; (ii) end users shall not create derivative works based on any portion of Work Product; (iii) end users shall not provide services for a fee using Work Product; (iv) end users shall not commercially distribute Work Product; and (v) end users shall not use Work Product for any illegal or injurious purpose. User further agrees that User will not grant end users any rights with respect to User Work Product that are inconsistent, or in conflict, with the terms of this Agreement.

1.3 Prohibited Uses. Without limiting other limitations, prohibitions and/or restrictions in this Agreement, User hereby acknowledges, agrees and represents that: (i) the API/SDK may not be used to create Work Product that (a) offers or promotes services that may be damaging to, disparaging of or otherwise detrimental to DFT or its licensors, licensees, affiliates and partners; (b) transfers, displays or uses content or functionality from DFT without creating additional and distinct benefit(s) for DFT customers and/or end users; (c) competes with DFT in any commercial or non-commercial market; or (d) leverages Onyx as a hosted application on a web server; (ii) the API/SDK and Work Product may not be used with “demo” versions of Onyx other than for short-term testing and evaluation purposes; (iii) the API/SDK may not be used to interfere with, disrupt, damage and/or access in an unauthorized manner the servers, networks and/or other properties and services of any third party; (iv) User is solely responsible for (and DFT has no responsibility to User or any third party) any data, content, and/or resources User creates, transmits and/or displays through any media, distribution channel and/or marketing outlet, and for the consequences of Users actions by doing so; (v) User will protect the privacy and legal right of its end users and other third parties, including, but not limited to, names, passwords, log-in information, personal information, and/or other confidential, proprietary or otherwise sensitive information about persons or entities; and (vi) User will not remove, obscure and/or alter any proprietary rights notices (including patent, copyright and trademark notices) that may be affixed to and/or contained with or within the API/SDK and the Documentation.

1.4 API/SDK Modifications. DFT reserves the right to modify the API/SDK and the Documentation, and to release subsequent versions of the API/SDK and/or the Documentation. User may be required to use the most recent version of the API/SDK and/or the Documentation in order to obtain functionality for associated plug-ins and applications. DFT reserves the right to increase or decrease the price associated with the API/SDK (or additional features or functionality thereof) in the future.

1.5 Use of Work Product. User agrees to provide DFT with access to User Work Product. Regardless of whether the Work Product is integrated into a third-party application, or created as a separate, stand-alone application, a free, courtesy copy (or free log-in access) shall be provided to DFT promptly upon request by DFT. In consideration of the rights granted by DFT in this Agreement, User hereby grants to DFT a fully paid-up, royalty-free, non-exclusive, worldwide, perpetual, irrevocable right and license to: (i) use, reproduce, perform and display User Work

Product for DFT's business purposes; (ii) link to and direct Users to such Work Product; and (iii) sublicense the foregoing rights to DFT's affiliates and/or any third-parties that are working with DFT as development partners, hosting facilities and/or in similar capacities in order to enable them to perform their services.

1.6 Support. DFT will not, and has no obligation to, provide User or any of User's end users Work Product with support, software upgrades, enhancements or modifications to the API/SDK and/or the Documentation. User acknowledges, agrees and represents that User shall be solely responsible for providing User support and any other technical assistance for User's Work Product.

2. License.

2.1 API/SDK License. Subject to the terms and conditions of this Agreement, DFT grants User a limited, worldwide, non-exclusive, revocable, non-transferable license in the field of use to access and use the API/SDK and the Documentation solely to: (i) develop, test, display and execute User Work Product; (ii) create functionality to extract and display library content in User Work Product; and (iii) distribute to third parties, or permit third parties to access, User Work Product. "Field of use" means the technical, marketing, sales and other commercial activity in the field of mobile devices anywhere in the world; provided, however, that the field of use does not include activity on behalf of the United States federal government, or any branch, agency, or other political subdivision of the United States federal government. The field of use may include activity on behalf of state, county, or local governments within the United States; however, any such activity on behalf of state, county, or local governments shall be restricted to the field of mobile wallet apps, stock trading apps, banking apps, device screen unlock apps, and form fill apps on mobile devices where the mobile device performs the finger image capture and fingerprint processing. "Mobile devices" means a computing device designed for portable usage which contains an operating system and can run various types of application software, where the device's primary function is not biometrics (i.e., a process by which a person's unique physical and other traits are detected and recorded by an electronic device or system as a means of confirming identity). Mobile devices include devices known as smartphones and tablets; provided, however, that mobile device does not include laptop computers, desktop computers, or any devices with a hardware-based keyboard. Except as expressly granted by this section 2.1, User shall have no right, title or interest in or to the API/SDK, the Documentation and/or DFT's products, services or intellectual property (including, but not limited to, patents, copyrights, trademarks, trade secrets and/or other proprietary rights).

2.2 Restrictions. User shall not, and shall not permit any person or entity, directly or indirectly, to: (i) take any actions that may cause or result in the fragmentation of Onyx and/or DFT's products and services, including, but not limited to, distributing, participating in the creation of and/or promotion in any way of a computer program, software and/or software development kit derived in any way from the API/SDK and/or the Documentation; (ii) reverse engineer, disassemble, reconstruct, decompile, translate, modify and/or copy the API/SDK and/or the Documentation, other than as explicitly permitted in this Agreement; (iii) create derivative works of the API/SDK and/or any aspect or portion thereof, including, but not limited to, source code and algorithms; or (iv) distribute or otherwise disseminate the API/SDK by any means or in

any form, except as an integral part of User Work Product. Except as expressly set forth in this Agreement, User shall not make any use of the API/SDK and/or the Documentation.

2.3 Trademark License. Subject to the terms of this Agreement, DFT grants User a limited, worldwide, non-exclusive, revocable, non-transferable license to display the Onyx trademark for the sole and exclusive purpose of attributing the source of the API/SDK and/or indicating that User used the API/SDK in creating User's Work Product. User shall obtain DFT express written permission prior to each specific use of the Onyx trademark. Any use by User of the Onyx trademark (including any goodwill associated therewith) shall inure to the benefit of DFT. At no time during or after the term of this Agreement shall User challenge or assist others to challenge the Onyx trademark, any DFT trademark and/or the registration thereof by DFT, nor shall User attempt to register the Onyx trademark or brand identifiers (including domain names) that are the same and/or confusingly similar in any way (including, but not limited to, sound, appearance and spelling) to the Onyx trademark.

2.4 License Key. The API/SDK requires a valid license key. User's license key will expire annually, and a new license key may be provided by DFT. After the initial purchase, the subsequent annual license keys may be provided to User free of charge; provided, however, that DFT reserves the right to, and may at any point in the future, charge User for annual license keys, which User hereby acknowledges, agrees and represent he/she/it shall pay for continued use of the API/SDK, the Documentation and/or User's Work Product. User hereby acknowledges, agrees and represents that the provision of a license key shall not estop, waive, release and/or otherwise change, negate or negatively affect in any way DFT's rights or remedies, including, but not limited to, any rights or remedies arising from, caused by and/or relating to any breach of or default under this Agreement.

3. User Warranty. User hereby represents and warrants to DFT that: (i) any Work Product developed by User or User's employees, independent contractors, agents and/or representatives using the API/SDK and/or the Documentation shall be User's original work, and such Work Product shall not infringe or violate the intellectual property or proprietary rights of DFT and/or any third party; and (ii) DFT and its sublicensees' and affiliates' use of User's Work Product, as contemplated by this Agreement, shall not violate the intellectual property or proprietary rights of any third party.

4. DFT Development. User hereby acknowledges, agrees and represents that DFT may create features, applications, content, and other products and/or services that may be similar to User's Work Product, and nothing in this Agreement will be construed as restricting and/or preventing DFT from creating and fully exploiting such applications, content and other items, without any obligation to User. If User elects to provide DFT with any suggestions or feedback, User hereby assigns (and acknowledges, agrees and represents that User's employees, independent contractors, agents and/or representatives shall assign) all right, title and interest in and to such suggestions or feedback to DFT, and User hereby acknowledges and agrees that DFT shall be entitled to use, implement and/or exploit any such suggestions or feedback in any manner without restriction, and without any obligation of confidentiality, attribution, accounting and/or compensation to User.

5. Proprietary Rights. DFT shall own and retain all right, title and interest, including, but not limited to all intellectual property rights, in and to (i) the API/SDK and any and all elements, parts, portions and components thereof, including content, technology, software code (source and object code), APIs, user interfaces and any derivative works and/or compilations thereof; (ii) the Onyx trademark; and (iii) any suggestions or feedback provided by User (including suggestions, comments, improvements, ideas, etc.) concerning or relating to Onyx, Onyx plug-ins, the API/SDK, the Documentation or any applications that DFT may have developed or be developing (collectively, "DFT Property"). User shall own and retain all right, title and interest in and to User's Work Product, except with respect to any DFT Property that has been incorporated therein.

6. Modification, Suspension and Discontinuation. DFT and its licensors reserve the right to permanently and/or temporarily change, suspend, remove, disable and/or discontinue access to or the appearance of the API/SDK, the Documentation and/or any DFT-provided products and/or services at any time without notice. Future versions of the API/SDK may be incompatible with the User's Work Product. In no event shall DFT be liable for the change, suspension, removal, disabling and/or discontinuing access to or the appearance of any such goods or services. DFT may also impose limits on the use of and/or access to the API/SDK, the Documentation and/or any DFT products and/or services, in any case and without notice or liability.

7. Consent for Collection and Use of Technical Data. User agrees that DFT may periodically collect, process and/or store technical and related information about User, User's Work Product, device, system, application, peripherals, and/or use of the API/SDK and the Documentation, including, but not limited to: internet protocol address, hardware identification, operating system, application software, peripheral hardware, number of active plug-ins and software development kits, the successful installation and launch of software, and software usage statistics (collectively, "Technical Data"). DFT will use Technical Data for internal statistical and analytical purposes to facilitate support, invoicing and/or online services, the provisioning of updates, and the development of DFT products and services. DFT may transfer Technical Data to other companies from time to time.

8. Termination. The license granted by this Agreement is effective until terminated by User or DFT. User's rights granted by this Agreement shall terminate automatically without notice from DFT if User fails to comply with any of the terms. Upon termination of the license, User shall cease all use of the API/SDK, the Documentation and/or any User Work Product, and destroy all copies, full or partial, of the API/SDK, the Documentation and/or any User Work Product. Sections 1.2, 1.3, 1.5, 3, 5, 7, 9-14, 17 and 20 shall survive any termination of this Agreement.

9. **NO WARRANTY.** **USER HEREBY EXPRESSLY ACKNOWLEDGES AND AGREES THAT USE OF THE API/SDK AND THE DOCUMENTATION IS AT USER'S SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH USER. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE API/SDK, THE DOCUMENTATION AND/OR ANY SERVICES PERFORMED OR PROVIDED BY THE API/SDK AND/OR THE DOCUMENTATION ARE PROVIDED "AS IS" AND "AS**

AVAILABLE”, WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND DFT HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE API/SDK, THE DOCUMENTATION AND/OR ANY SERVICES, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. DFT DOES NOT WARRANT AGAINST INTERFERENCE WITH USER’S ENJOYMENT OF THE API/SDK AND/OR THE DOCUMENTATION, THAT THE FUNCTIONS CONTAINED IN, OR SERVICES PERFORMED OR PROVIDED BY, THE API/SDK AND/OR THE DOCUMENTATION WILL MEET USER’S REQUIREMENTS, THAT THE OPERATION OF THE API/SDK, THE DOCUMENTATION AND/OR SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE API/SDK, THE DOCUMENTATION AND/OR SERVICES WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY DFT OR ITS AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY. SHOULD THE API/SDK, THE DOCUMENTATION AND/OR SERVICES PROVE DEFECTIVE, USER ASSUMES THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR AND/OR CORRECTION.

10. Limitation of Liability. **TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL DFT OR ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, AGENTS, LICENSORS, SPONSORS OR REPRESENTATIVES BE LIABLE FOR DEATH, PERSONAL INJURY, PROPERTY DAMAGE, OR ANY INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, LOSS OF OR DAMAGE TO DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES, LOST REVENUES, OR OTHER LOSSES OF ANY KIND, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR IN ANY WAY RELATED TO USER’S USE OR INABILITY TO USE THE API/SDK, THE DOCUMENTATION AND/OR USER’S WORK PRODUCT, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT, STATUTORY OR OTHERWISE) AND EVEN IF PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.** In no event shall DFT’s total liability to User for all damages (other than as may be required by applicable law in cases involving personal injury) exceed the amount of fifty dollars (\$50.00). The foregoing limitations will apply even if the above stated remedy fails of its essential purpose.

11. Indemnification. User shall indemnify, defend and hold DFT, its officers, directors, shareholders, employees, agents, licensors, sponsors and representatives, harmless from any action, proceeding, claim, demand, complaint, grievance, injury, damage, relief or liability (individually and collectively, “Claim”), including reasonable attorneys’ fees, made by any third party due to, concerning, relating to or arising out of User’s or any other person’s or entity’s use of the API/SDK, the Documentation and/or User’s Work Product, User’s or any other person’s or entity’s negligent, wanton and/or intentional acts or omissions, User’s or any other person’s or entity’s infringement of a third-party’s intellectual property, and User’s or any other person’s or

entity's breach of the terms. User shall use best efforts to cooperate with DFT in the defense of any such Claim. DFT reserves the right, at DFT's expense, to employ separate counsel and assume the exclusive defense and control of any such Claim subject to indemnification by User.

12. Lawful use. User may not use or otherwise export or re-export the API/SDK, the Documentation, and/or User's Work Product except as authorized by United States law and the laws of the jurisdiction in which the API/SDK, the Documentation, and/or User's Work Product was obtained. In particular, but without limitation, the API/SDK, the Documentation, and/or User's Work Product may not be exported or re-exported (a) into any U.S. embargoed countries or a foreign national of such countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List. By using the API/SDK and/or the Documentation, User represents and warrants that User is not located in any such country, a foreign national of any such country, or on any such list. User also agrees that User will not use the API/SDK, the Documentation, User's Work Product, and/or DFT products and services for any purposes prohibited by United States law, including, but not limited to, the development, design, manufacture or production of nuclear, missiles, or chemical or biological weapons.

13. Commercial Status. The API/SDK and/or the Documentation are "Commercial Items", as that term is defined at 48 C.F.R. 2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used in 48 C.F.R. 12.212 or 48 C.F.R. 227.7202, as applicable. Consistent with 48 C.F.R. 12.212 or 48 C.F.R. 227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end Users (a) only as Commercial Items and (b) with only those rights as are granted to all other end Users pursuant to the terms and conditions herein. Unpublished rights are reserved under the copyright laws of the United States.

14. Governing Law, Jurisdiction. User's use of the API/SDK, the Documentation and/or any DFT products and/or services are governed by, construed and enforced in accordance with the laws of the state of Alabama, USA and applicable federal law without regard to conflicts of laws principles. Any Claim concerning, relating to or arising out of this Agreement, the terms, use of the API/SDK and/or the Documentation, User's Work Product and/or the relationship between DFT and User shall be brought solely and exclusively in the applicable state or federal courts located in Birmingham, Alabama, and User acknowledges that no other court(s) will have jurisdiction or venue over any such Claim. User expressly consents to the personal jurisdiction and venue of the applicable state or federal courts located in Birmingham, Alabama. User's use of the API/SDK and/or the Documentation may also be subject to other local, state, national, or international laws.

15. Third Party Beneficiaries. This Agreement is for the sole benefit of DFT and User and their successors, and nothing in this Agreement, express or implied, shall give or be construed to give any person or entity other than DFT and User any legal or equitable rights whatsoever.

16. Severability. If any of these terms shall be deemed invalid, void or for any reason unenforceable, that or those terms shall be deemed severable and shall not affect the validity and

enforceability of any remaining terms. Failure of DFT to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision in that or any other instance.

17. Injunctive Relief. User agrees that DFT shall have the right to obtain an injunction against any unauthorized use of the API/SDK, the Documentation and/or User's Work Product by User, in addition to any other rights and remedies to which DFT may be entitled.

18. Headings. The headings in this Agreement are for convenience only and shall not affect the construction or interpretation of any term or provision of this Agreement.

19. Construction. This Agreement shall be construed without regard to any presumption or other rule requiring construction against any party drafting or causing this Agreement to be drafted. Whenever the context of this Agreement directs, the plural shall be read as the singular and the singular as the plural.

20. No Assignment. User shall not assign or delegate any of its rights or obligations under this Agreement to any third party without the prior written consent of DFT. Any assignment or delegation in violation of this provision shall be null and void.

21. Entire Agreement. This Agreement constitutes the entire understanding and agreement between DFT and User with respect to the subject matter of this Agreement and supersedes all prior or contemporaneous oral or written communications with respect thereto. This Agreement may not be modified by User, except to the extent of a written agreement to do so by an authorized representative of DFT.

22. Authority. User acknowledges and represents that he/she, individually or on behalf of an employer or other person or entity, has full legal authority to bind himself/herself and/or his/her employer or other principal to this Agreement. If User does not have the requisite authority or capacity, he/she may not accept this Agreement or use the API/SDK and/or the Documentation.