

**DECLARATION CERTIFICATE CREATION AND STORAGE COMMUNITY OF TRUST®
END USER LICENSE AGREEMENT**

Welcome to the creation and storage platform for your Declaration Certificate which is secured by a Community of Trust®. This agreement for access to a secure area (called a "Community of Trust®" or "CoT") is necessary to create, protect and commercially utilize a Declaration Certificate, and is a legally binding agreement between Rough Scout Holdings, LLC (dba iOwn.Me) (also called the "CoT Owner" or "we" or "us") and [You/Name of party] ("Declaration Certificate Owner", "End User" or "you"). (Either you or we may be referred to herein as a "Party" and collectively as the "Parties"). All Declaration Certificates will be secured and maintained inside an End User's Identity Vault and stored inside a secure enclave, the Community of Trust®. To access the Community of Trust®, for creation and storage of the Declaration Certificate, you must agree to the terms and conditions of this End User License Agreement ("EULA"). **BY ACCESSING OR USING THE COMMUNITY OF TRUST ("CoT") IN ANY MANNER, YOU THEREBY AGREE TO AND ACCEPT THIS AGREEMENT. YOU MAY NOT ACCESS OR USE THE CoT IF YOU DO NOT AGREE TO AND ACCEPT THIS AGREEMENT.** This Agreement is effective [as of [Date]/the last date of execution as listed hereinunder on the signature page of this Agreement/your acceptance of this Agreement by digital signature]] (the "Effective Date"). For good and valuable consideration, including the mutual covenants and conditions set forth herein, and with the intent to be legally bound thereby, the Parties hereby agree as follows:

I. **Scope.** This Agreement is the master agreement setting forth the terms and conditions of our sublicense to you to Use our CoT and is required as part of the Legal Framework as part of the licenses granted to you by Rough Scout Holdings, LLC who has a Master Agreement from Iprivata LLC via their Master License agreement with Reprivata LLC ("**Reprivata, LLC**") to provide consumer facing CoT's. It sets out our license to you as an End User as part of the Legal Framework for your Use of the CoT (the "**Purpose**"). This Agreement does not set out the rules of the CoT or the specific mutual covenants and conditions between us and you as an End User of the CoT, only the licenses required as part of the Legal Framework. This Agreement is subject to the construction rules provided in Section XX. This Agreement governs two categories of intellectual property rights associated with, respectively, the Community of Trust® and the Declaration Certificate. The following categories are descriptions of the two categories, including reference to the different types of intellectual property associated with each category. The terms in Section I.a. and I.b. below are merely descriptions and do not grant a license; rather, terms for licensing are addressed elsewhere in this Agreement or in other Ancillary Documents.

a. **The Community of Trust® System.** This system is owned by Rough Scout Holdings, LLC via Master license from Iprivata, LLC who has a Master License from Rough Scout Holdings, LLC via Master license from Iprivata, LLC who has a Master license from Reprivata, LLC for Consumer Facing Communities of Trust (CoT's) and further sublicensed for uses associated with Declaration Certificate creation, secure storage, and digital identity control. These uses broadly include the licensing of certain intellectual property rights in connection with a Declaration Certificate including the use of the Privacy Patent (US 10,084,757 B2).

b. **The Declaration Certificate Data.** This is a product derived from the Community of Trust® System. The Declaration Certificate includes certain ownership rights concerning data and certain intellectual property, but also certain revocable license rights to other intellectual property owned by Rough Scout Holdings, LLC that may be contained within the Declaration Certificate under license.

II. **Eligibility.** By accepting this Agreement, you represent, warrant, and covenant that: (a) you have reached the age of majority in the legal jurisdiction from which you are Using the CoT or have the permission of your legal guardian to Use the CoT and agree to this Agreement; (b) you have the authority and capacity to enter into this Agreement; (c) you have read and understand this Agreement; (d) you are legally entitled to enter into this Agreement; (e) it is your intent to enter into this Agreement and you agree to abide by this Agreement; (f) you have not been previously suspended or removed from the CoT; and (g) you will comply with all relevant Regulation with regards to your Use of the CoT and all IP Distributed via the CoT.

III. **Term.** This Agreement shall take effect between the Parties on the Effective Date and shall be annually and automatically renewable unless a) notice of termination is provided not less than 45 days before the annual term expires, or) a termination occurs during the Term in accordance with this Agreement (the "**Term**"). This Agreement may be terminated by either Party at will, though certain covenants and conditions may continue to bind you (see "Termination" below).

a. **Your User Account.**

b. **Your Responsibilities.** You agree that you shall: (i) not allow any other party directly or indirectly to Exploit the CoT or any IP Distributed via the CoT; (ii) Exploit the CoT and any IP Distributed via the CoT only in accordance with all Regulations and this Agreement; and (iii) bear responsibility for all actions originating from Your Account.

c. **Prohibited Activities.** You agree that you shall not: (i) breach this Agreement willfully or through gross negligence; (ii) Use any Rough Scout Holdings, LLC Property to circumvent or breach or attempt to circumvent or breach any Regulation; (iii) create Derivatives for any purposes other than those specifically permitted by agreement with Rough Scout Holdings, LLC; (iv) use any automated agent, method, or device to gain Use of any IP, except as otherwise authorized by agreement between you and the IP Owner; (v) facilitate any malicious automated agent, method, or device (e.g. viruses, bugs, trojan horses, worms, or programming routines) that may damage, detrimentally interfere with, surreptitiously intercept, or expropriate any Rough Scout Holdings, LLC IP in any manner other than as contemplated by this Agreement; (vi) interfere with or attempt to interfere with any Rough Scout Holdings, LLC IP in any manner other than as contemplated by this Agreement; (vii) work around any of the technical limitations of any Rough Scout Holdings, LLC IP or enable features or functionalities that are otherwise disabled on any Rough Scout Holdings, LLC IP other than as permitted by this Agreement or a written agreement between the Parties; (viii) perform or attempt to perform any actions that would interfere with the normal operation of any Rough Scout Holdings, LLC IP; (ix) transfer, assign, delegate, sell, resell, lease, license, sublicense, or otherwise make available any Rough Scout Holdings, LLC IP in any manner not expressly permitted by this Agreement; (x) remove, alter, or obscure any proprietary or copyright notices on or within any Rough Scout Holdings, LLC IP; or (xi) Use any Rough Scout Holdings, LLC IP in a manner that is not expressly permitted in writing. Violations of this Section IV will be deemed a material breach of this Agreement.

IV. **IP.** In order for you to Use the CoT, it is necessary for us to license to you certain proprietary IP. The following governs the IP constituting the CoT and all IP that is Distributed via the CoT:

a. **General IP Rights Concerning The Community of Trust® System.** Each Party hereby represents, warrants, and covenants that, except for the provisions of V.b., V.c.i. and V.c.ii.: (a) the CoT is Rough Scout Holdings,LLC IP; (b) this Agreement is not intended to assign any ownership, rights, titles, or interests, including IP Rights, in and to either Party's Property or any Rough Scout Holdings,LLC Property to the other Party other than as stated herein; (c) other than the limited licenses provided for herein, neither Party shall acquire any right in the Property of the other Party or any property of the End User (Declaration Certificate owner) by virtue of this Agreement; (d) neither Party shall claim any ownership, rights, titles, or interests, including any IP Rights, in and to any Property of the other Party or any Rough Scout Holdings,LLC Property by virtue of this Agreement other than the limited licenses herein that are necessary for the Purpose; (e) each Party has the right to authorize the other Party to Exploit the Property provided by such Party to the other Party as necessary for the Purpose in accordance with this Agreement, and (f) nothing in this Agreement shall be construed to transfer any ownership of any Property from one Party to the other Party, nor any substantive rights to an End User's Declaration Certificate, except as authorized by an Ancillary Document.

b. **General IP Rights Concerning The Declaration Certificate Data.** Each Party hereby represents, warrants, and covenants that: (a) the Declaration Certificate is End User's IP (i.e., the Declaration Certificate owner); (b) the Declaration Certificate contains certain Rough Scout Holdings,LLC IP licensed to the Declaration Certificate owner for specific licensed uses ("the Declaration Certificate purpose"); (c) this Agreement is not intended to assign any ownership, rights, titles, or interests, including IP Rights, in and to either Party's Property or any Rough Scout Holdings,LLC Property to the other Party, nor between an End User and the Accessing Party, other than as stated herein; (d) other than the limited licenses provided for herein, neither Party shall acquire any right in the Property of the other Party or of the End User by virtue of this Agreement; (e) the Declaration Certificate owner has the right to authorize a third party to Exploit the Property licensed to it, pursuant to the terms of the license, and exclusively for "the Declaration Certificate purpose" and for no other purpose. **Licenses to You Concerning The Community of Trust® System.** The following govern your Exploitation of Rough Scout Holdings,LLC Property:

i. **License Grant (The Community of Trust® System).** We hereby grant to you during the Term: (A) a limited, non-exclusive, non-transferable, freely and fully revocable license to authorize access to our CoT to your authorized agents in accordance with this Agreement or separate Access Agreement for the Use of our CoT and the IP Distributed by us, including for the creation, security and storage of Declaration Certificates; and (B) a limited, non-exclusive, non-transferable, freely and fully revocable license to Use such Rough Scout Holdings,LLC IP and Rough Scout Holdings,LLC Material as provided by us to you for the Marketing of your Declaration Certificate to third parties, including materials related to Declaration Certificates. Each of these limited licenses terminates pursuant to a Termination.

ii. **Limit of License (The Declaration Certificate Data).** This Agreement and licenses contained herein are Declaration Certificate-related authorities by which the Accessing Party can distribute further access to you and your authorized agents to create, secure and store Declaration Certificates. The scope of the License Grant does not include a right to the Accessing Party to exploit Rough Scout Holdings,LLC IP licensed into the creation and use of Declaration Certificates, as only the Declaration Certificate owner or a Rough Scout Holdings,LLC-authorized **Certified or Approved Service Provider** may be so licensed.

c. **Confidential Information. This Agreement is not intended to facilitate the exchange of any Confidential Information, other than such IP constituting the source code for the Rough Scout Holdings,LLC IP licensed to you under this Agreement.** In consideration of receiving the Confidential Information, which both Parties represent and warrant is necessary for the Purpose, and the other duties, obligations, covenants and considerations in this Agreement, you shall: (i) hold Confidential Information in strict confidence; (ii) not Distribute the Confidential Information to any third party unless otherwise agreed in writing between you and us as permitted by Rough Scout Holdings,LLC, or you and Rough Scout Holdings,LLC; and (iii) not Exploit the Confidential Information for any purpose, function, or objective other than the Purpose. Without limiting the generality of the foregoing, you agree to protect the Confidential Information to the extent required by Regulation and with no less than a commercially reasonable degree of care appropriate for Trade Secrets or valuable confidential information. You further represent that you understand that the Confidential Information is protected by Regulation and any unauthorized Distribution may constitute a criminal action. Notwithstanding the foregoing, 18 U.S.C. § 1833 provides that "[a]n individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that is made in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney and solely for the purpose of reporting or investigating a suspected violation of law, or is made in complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal" and nothing in this Agreement shall be construed to prohibit you from disclosing such Confidential Information as required by Regulation or Regulatory Authority as lawfully advised by legal counsel. Furthermore, nothing in this Agreement shall be construed to convey to the you any ownership, rights, titles, or interests, including IP Rights, in and to the Confidential Information other than the licenses stated in Sections III (a) and (c). You hereby agree that Rough Scout Holdings,LLC shall retain all ownership, rights, titles, and interests, including IP Rights, in and to the Confidential Information. **Given the sensitive nature of the Confidential Information, the provisions and obligations under this Section IV(d) shall remain effective for until such time as the Confidential Information is no longer protected as a Trade Secret in accordance with and pursuant to Regulation.**

d. **Derivatives.** To the extent that you create any Derivatives, except for a Declaration Certificate, you hereby agree that: (a) such Derivative shall be deemed to be wrongfully created in violation of the licenses granted to you by us under this Agreement, and as such, such Derivatives shall be owned exclusively by Rough Scout Holdings,LLC; (b) all ownership, rights, titles, and interests, including IP Rights, in and to all Derivatives shall automatically vest in Rough Scout Holdings,LLC, and such ownership, rights, titles, and interests, including IP Rights, shall be deemed paid-in-full and royalty free; (c) Rough Scout Holdings,LLC shall have no obligation to grant to you any rights, titles, or interests, including IP Rights, in any Derivatives; (d) you thereby irrevocably assign to Rough Scout Holdings,LLC all joint and individual ownership, rights, titles, and interests, including IP Rights, in and to any Derivatives; (e) if the assignments in this

Section V(e) do not provide Rough Scout Holdings,LLC with full ownership, rights, titles, and interests, including IP Rights, in and to any Derivatives, you hereby grant to Rough Scout Holdings,LLC an unlimited, exclusive, freely and fully transferable, freely and fully assignable, irrevocable, paid-in-full, royalty-free, perpetual, worldwide license to Exploit the Derivatives in any way as Rough Scout Holdings,LLC sees fit for any purpose, without restriction or limitation of any kind, with the right to sublicense each and every such right through multiple tiers of sublicensees; (f) you agree, where any IP Rights may not be assigned as a matter of law, to cooperate fully with Rough Scout Holdings,LLC during the lifetime of such IP Rights, not to take any interest or action with regard to such IP Rights that is contrary to Rough Scout Holdings,LLC's will and goals, and not to exercise any such IP Rights without Rough Scout Holdings,LLC's explicit prior written consent; and (g) where any IP Rights in any Derivates may not be assigned as a matter of law, but may pass on to your heirs at law, you hereby disclaim all such IP Rights.

e. **Feedback.** Rough Scout Holdings,LLC welcomes any and all Feedback. By submitting any such Feedback to Rough Scout Holdings,LLC, you agree that Rough Scout Holdings,LLC may, but shall have no obligation to, Exploit in any and every way such Feedback, as Rough Scout Holdings,LLC sees fit for any and every purpose, without restriction or limitation of any kind, and you thereby grant to Rough Scout Holdings,LLC an unlimited, freely and fully transferable, freely and fully assignable, irrevocable, paid-in-full, royalty-free, perpetual, worldwide license to the Feedback, with the right to sublicense each and every such right through multiple tiers of sublicensees. You further agree not to permit or prosecute any Action against Rough Scout Holdings,LLC on the ground that Rough Scout Holdings,LLC's Exploitation or alleged Exploitation of such Feedback infringes or violates any of your rights.

V. **Cooperation.** Each Party agrees to reasonably cooperate with the other Party in exercising their rights and performing their obligations under this Agreement.

VI. **Warranties.** Each Party represents and warrants that: (a) such Party has the right and capacity to enter into and fully perform the mutual covenants contemplated herein, consistent with this Agreement; (b) there is no outstanding contract, commitment, or agreement to which such Party is a party that conflicts with this Agreement; (c) such Party is not subject to any injunctions, settlement agreements, or pending Actions with any parties that may limit such Party's ability to comply with the terms of this Agreement; (d) such Party shall comply with all applicable Regulations and the term and conditions of this Agreement; (e) the individual signing on behalf of such Party has the authority to bind such Party to the terms and conditions of this Agreement; (f) under this Agreement, Rough Scout Holdings,LLC is solely the master licensor of the Rough Scout Holdings,LLC IP, and as such is not a "service provider" as that term is used in the DMCA or an "interactive computer service" as that term is used in the CDA, and shall have no access to or liability for any IP Distributed by the Parties via the CoT or any Rough Scout Holdings,LLC IP unless otherwise agreed in writing between Rough Scout Holdings,LLC and the specific Party; (g) Rough Scout Holdings,LLC may collect certain anonymous analytical information for auditing purposes and such information shall not be considered to be: (i) "personal identifiable information" as that term is used in the NIST SPECIAL PUBLICATIONS (SPs), 800-122 (GUIDE TO PROTECTING THE CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION (PII) - RECOMMENDATIONS OF THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY, 800-79-2 (GUIDELINES FOR THE AUTHORIZATION OF PERSONAL IDENTITY VERIFICATION CARD ISSUERS (PCI) AND DERIVED PIV CREDENTIAL ISSUERS (DPCI), 800-37 REV.2 (RISK MANAGEMENT FRAMEWORK FOR INFORMATION SYSTEMS AND ORGANIZATION), and 800-163 REV. 1 (VETTING THE SECURITY OF MOBILE APPLICATIONS) and INTERNAL REPORTS 8062 (AN INTRODUCTION TO PRIVACY ENGINEERING AND RISK MANAGEMENT IN FEDERAL SYSTEMS), 800-53 REV. 4 (SECURITY AND PRIVACY CONTROLS FOR FEDERAL INFORMATION SYSTEMS AND ORGANIZATIONS), 8053 (DE-IDENTIFICATION OF PERSONAL INFORMATION); and 44 U.S.C § 101; (ii) "person data" as that term is used in the GDPR; (iii) "personal information" as that term is used in the CCPA; or (iv) Protected Information; (h) any use of the aforementioned information shall be governed by agreement between the Parties, and Rough Scout Holdings,LLC shall have no access to such information or liability therefore unless otherwise agreed in writing between Rough Scout Holdings,LLC and the specific Party; (i) ROUGH SCOUT HOLDINGS,LLC HAS MADE NO REPRESENTATIONS, WARRANTIES, OR COVENANTS, EITHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS, TITLE, OR NONINFRINGEMENT AND ALL SUCH REPRESENTATIONS, WARRANTIES, AND COVENANTS ARE DISCLAIMED; EXCEPT FOR THE WARRANTIES SPECIFICALLY AND EXPRESSLY MADE IN THIS AGREEMENT, NEITHER PARTY MAKES AND HEREBY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, OR COVENANTS, EITHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS, TITLE, OR NONINFRINGEMENT AND ALL SUCH REPRESENTATIONS, WARRANTIES, AND COVENANTS ARE DISCLAIMED. UNLESS OTHERWISE PROHIBITED BY REGULATION, ANY PROPERTY IS PROVIDED HEREUNDER ON AN "AS IS" AND "AS AVAILABLE", "WITH ALL FAULTS" BASIS AND WITHOUT WARRANTIES OR REPRESENTATIONS OF ANY KIND EITHER EXPRESS, IMPLIED, OR STATUTORY; and (j) UNLESS OTHERWISE PROHIBITED BY REGULATION, THE COT AND ALL ROUGH SCOUT HOLDINGS,LLC PROPERTY HAVE BEEN PROVIDED HEREUNDER ON AN "AS IS" AND "AS AVAILABLE", "WITH ALL FAULTS" BASIS AND WITHOUT WARRANTIES OR REPRESENTATIONS OF ANY KIND EITHER EXPRESS, IMPLIED, OR STATUTORY.

VII. **Limitation of Liability.** UNLESS OTHERWISE PROHIBITED BY REGULATION OR OTHERWISE AGREED IN WRITING BETWEEN ROUGH SCOUT HOLDINGS,LLC AND A SPECIFIC PARTY, ROUGH SCOUT HOLDINGS,LLC BEARS NO RESPONSIBILITY OR LIABILITY FOR ANY PARTY'S EXPLOITATION OF THE ROUGH SCOUT HOLDINGS,LLC PROPERTY LICENSED TO THE PARTIES OR ACTS OF THIRD PARTIES. ROUGH SCOUT HOLDINGS,LLC SHALL NOT BE LIABLE FOR ANY LACK OF SECURITY WHICH MAY BE EXPERIENCED RESULTING FROM THE GROSS NEGLIGENCE, MALFEASANCE, OR NONFEASANCE OF THE PARTIES OR THE MALFEASANCE OF ANY THIRD PARTIES. UNLESS OTHERWISE PROHIBITED BY LAW, YOU EXPRESSLY AGREE THAT YOU ASSUME ALL RESPONSIBILITY FOR YOUR USE OF THE ROUGH SCOUT HOLDINGS,LLC PROPERTY LICENSED TO YOU UNDER THIS AGREEMENT AND YOU USE THE ROUGH SCOUT HOLDINGS,LLC PROPERTY AT YOUR OWN RISK. UNDER NO CIRCUMSTANCES SHALL ROUGH SCOUT HOLDINGS,LLC BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES ARISING FROM ANY UNSUCCESSFUL DISPUTE, LOSS OF BUSINESS, PROFITS, REVENUES, MONEY, DATA, GOODWILL, OR REPUTATION, LOSS OF ANTICIPATED BUSINESS, PROFITS, REVENUES, OR GOODWILL, OR OTHER INTANGIBLE LOSSES, OR ANY OTHER PECUNIARY OR NON-PECUNIARY LOSS, DAMAGE, OR INJURY OF ANY NATURE WHATSOEVER, ARISING OUT OF, IN CONNECTION WITH, RELATING TO, OR RESULTING FROM THIS AGREEMENT, ROUGH SCOUT HOLDINGS,LLC, OR ANY ROUGH SCOUT HOLDINGS,LLC PROPERTY, INCLUDING, YOUR EXPLOITATION, YOUR INABILITY TO EXPLOIT, OR ANY OTHER PARTIES' EXPLOITATION OF OR INABILITY TO EXPLOIT THE ROUGH SCOUT HOLDINGS,LLC PROPERTY, HOWEVER ARISING. FURTHERMORE, ROUGH SCOUT HOLDINGS,LLC SHALL NOT BE LIABLE TO YOU, OR ANY THIRD PARTY, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF

OR RELATING TO THIS AGREEMENT WHETHER IN CONTRACT, TORT OR UNDER LAW, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING ANY OF THE FOREGOING, ROUGH SCOUT HOLDINGS,LLC'S FULL CUMULATIVE LIABILITY TO YOU SHALL BE LIMITED TO DIRECT DAMAGES AND IN ALL EVENTS SHALL NOT EXCEED IN THE AGGREGATE THE AMOUNT OF ONE U.S. DOLLAR (\$1.00). THE LIMITATION OF LIABILITY IN THIS SECTION VIII OF THIS AGREEMENT APPLIES REGARDLESS OF THE LEGAL THEORY ON WHICH THE CLAIM IS BASED, INCLUDING CONTRACT OR TORT, INCLUDING, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS; THE FOREGOING LIMITATIONS APPLY EVEN IF THE ROUGH SCOUT HOLDINGS,LLC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. CERTAIN JURISDICTIONS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF YOU RESIDE IN SUCH A JURISDICTION, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS. THE LIMITATIONS OR EXCLUSIONS OF WARRANTIES, REMEDIES, OR LIABILITY CONTAINED IN THIS AGREEMENT APPLY TO YOU TO THE FULLEST EXTENT SUCH LIMITATIONS OR EXCLUSIONS ARE PERMITTED UNDER THE REGULATIONS OF THE JURISDICTION WHERE YOU ARE LOCATED. IF YOU ARE A CALIFORNIA RESIDENT YOU AGREE TO WAIVE CALIFORNIA CIVIL CODE SECTION 1542, WHICH SAYS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

VIII. **Indemnification.** You hereby agree to indemnify, defend, and hold Rough Scout Holdings,LLC harmless from and against any and all claims, suits, actions, liabilities, losses, expenses, or damages, including reasonable attorneys' fees and expenses, which may hereafter arise, which you may sustain due to or arising out of any actual or alleged breach of any representation, warranty, or covenant by either Party, either Party's breach of this Agreement, either Party's willful or negligent act or omission, or either Party's act in violation of this Agreement or any Regulation.

IX. **Reservation of Rights.** Each Party to this Agreement reserves all rights not expressly granted in this Agreement unless otherwise noted in writing.

X. **Dispute Resolution.**

a. **Law and Venue.** The Parties agree that it is their intention and covenant that this Agreement, performance under this Agreement, any Dispute arising out of or relating to this Agreement and all suits and special proceedings relating to such, be construed in accordance with, under, and pursuant to the laws of the State of Texas, without giving effect to any principles of conflicts of law. The Parties agree and covenant that any action at law or in equity arising out of or relating to this Agreement to which Rough Scout Holdings,LLC is a party will be filed only in the Houston Division of the Southern District of Texas or the state courts in and for Houston, Harris County, Texas, and each Party hereby consents and submits to the personal and exclusive jurisdiction of such courts for the purposes of litigating any such action and expressly submits to extraterritorial service of process.

b. **Equitable Relief.** You hereby represent, warrant, and agree that Rough Scout Holdings,LLC would be significantly, imminently, and irreparable injured by your conduct in violation of the terms of Section V, that that the true extent of such harm would be difficult, if not impossible, to fully ascertain or quantify, and that monetary damages may not provide adequate remedy to Rough Scout Holdings,LLC for such conduct by you. Accordingly, in addition to any other remedy available at law or equity, the Parties hereby acknowledge and agree that Rough Scout Holdings,LLC shall be entitled to seek immediate equitable relief to protect its interests therein, including injunctive relief preventing you from taking or continuing any action or conduct in violation of Section V to be issued by any court of competent jurisdiction upon a showing of any such conduct on the part of the other Party.

c. **Legal Costs.** If Rough Scout Holdings,LLC institutes or brings an Action to enforce or interpret the provisions of this Agreement and prevails in such Action, Rough Scout Holdings,LLC shall be entitled to recover Rough Scout Holdings,LLC's costs incurred for the Action, including reasonable attorney costs, at trial and on every appeal, writ, petition, and motion unless otherwise excepted herein.

XI. **Waiver or Modification of Agreement.** A waiver or modification of this Agreement or of any covenant, condition, or limitation in this Agreement shall not be valid and evidence of any such purported waiver or modification shall not be offered into or received in evidence in any Action arising out of or affecting this Agreement or the rights or obligations of either Party or Rough Scout Holdings,LLC under this Agreement unless explicitly stated otherwise in a written agreement mutually executed by the parties involved. The Parties further agree that the provisions of this Section XII may not be waived except as set forth in this Agreement. The failure of any party to exercise or enforce any right or provision of this Agreement will not constitute a waiver of such right or provision by such party, nor will it constitute condonation of any predicate breach of this Agreement by such party.

XII. **Assignment.** Neither Party shall assign or transfer, whether by operation of law or otherwise, any rights or delegate any duties under this Agreement to any third party unless the other Party gives explicit prior written consent, except that the Declaration Owner may assign certain rights concerning the creation, management and enforcement of Declaration Certificates or the rights contained therein. Any such attempted assignment by either Party, will be null and void ab initio absent the other Party's explicit prior written consent.

XII. **Benefit of Parties.** This Agreement and the releases, representations, warranties, indemnifications, covenants, and benefits herein shall be binding on and inure to the benefit of each Party and such Party's: (a) predecessors, successors and assigns; and (b) past and present Personnel and such Personnel's respective executors, administrators, heirs, and legal and personal representatives. Rough Scout Holdings,LLC shall be deemed a third-party beneficiary to this Agreement.

XIII. **Severability.** To the extent permitted by Regulation, the Parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. If for any reason any provision of this Agreement is held to be unlawful, void, or unenforceable, then that provision will be limited or eliminated from this Agreement to the minimum extent necessary and will not affect the validity and enforceability of any remaining provisions.

XIV. **Execution in Counterparts.** This Agreement may be executed in one or more counterparts by either manual or electronic signatures, whether or not digital or encrypted. Each counterpart will be an original, but all such counterparts will constitute a single instrument.

XV. **Maximum Restrictions Intended.** The Parties hereby acknowledge and agree that the time, scope, and geographic areas, and other provisions of this Agreement have been specifically negotiated by the Parties and are reasonable given the nature of the Confidential Information and other circumstances, and that if, despite the express agreement of the Parties, a court should hold any

portion of this Agreement unenforceable for any reason, the maximum restrictions of time, scope, and geographic area reasonable under the circumstances, as determined by the court, will be substituted for the restrictions held unenforceable.

XVI. **Entire Agreement.** This Agreement contains the sole and entire agreement between the Parties regarding the license of the Rough Scout Holdings,LLC IP from us to you and supersedes all other agreements between the Parties regarding the subject matter herein. The Parties acknowledge and agree that neither of them has made any representation with respect to the subject matter of this Agreement or any representations inducing the execution and delivery of this Agreement, except such representations as are specifically set forth in this Agreement, and each of the Parties acknowledges that such Party has relied on such Party's own judgment in entering into this Agreement. The Parties further acknowledge that any statements or representations that may have previously been made by either of them to the other are null and void and of no effect, and that neither of them has relied thereon in connection with such Party's dealings with the other.

XVII. **Survival.** Any obligations which expressly or by their nature are to continue after termination, cancellation, or expiration of this Agreement shall survive and remain in effect after such happening. Termination of this Agreement shall not dismiss any rights or obligations of a Party accrued at the time of such termination and shall continue to be governed by this Agreement until such obligation has terminated as stated herein.

XVIII. **Termination.** Either Party may terminate for cause for any material breach of this Agreement, provided that a notice to cure is provided and the breaching Party is given 15 days to cure the breach. Either Party may terminate for convenience provided that 45 days' notice is provided, and further provided and for which the Parties hereby both agree that:

- a. Termination shall not affect the Declaration Certificate Owner's ownership of the Declaration Certificate; except that the Parties shall endeavor, in good faith, to address the survival of the Declaration Certificate legal effect and functionality, including elections of the owner concerning CoT Privacy Authority actions that continue to depend upon the Community of Trust or Ancillary Document actions for assurance, authenticity, or enforcement. Rough Scout Holdings,LLC shall not be required, however, to continue the licensing of IP (namely the Network Privacy patent) into the Declaration Certificate arising from a material breach of this Agreement.
- b. Upon termination of this Agreement, the Declaration Certificate Owner will cease all advertising, marketing and resale of the Products and Services. Termination of this Agreement will not affect either party's rights or obligations arranged by separate agreement concerning the Declaration Certificate and entered into prior to the effective date of the termination, except as provided herein.
- c. Upon termination of this Agreement, a Declaration Certificate owner shall receive back all personal data associated with a Declaration Certificate or Ancillary Document, a printed version and a digital version of a Declaration Certificate and any Ancillary Document, but shall not receive, unless approved by Rough Scout Holdings,LLC, license rights to any IP owned by Rough Scout Holdings,LLC or Rough Scout Holdings,LLC.
- d. Upon termination of this Agreement, a Declaration Certificate owner will no longer receive Services concerning authentication, anti-piracy or counterfeit monitoring, annual certifications, or any other Services associated with the authenticity of the Declaration Certificate or Ancillary Documents. Further, any CoT Privacy Authority actions may fail to be authenticated and other monetization instruments or enforcement actions may fail. Rough Scout Holdings,LLC shall be held harmless by Declaration Certificate owner and his/her agents and assignees for all failures, deficiencies, and liabilities arising from any termination of this Agreement.

XIX. **Construction and Definitions.** This Agreement has been negotiated by the Parties and their respective legal counsel and will be interpreted fairly in accordance with its terms and without any strict construction in favor of or against either Party. Each Party acknowledges that it has had the opportunity to discuss this matter with and obtain advice from such Party's private legal counsel, has had sufficient time to, and has carefully read and fully understands all the provisions of this Agreement, and is knowingly and voluntarily entering into this Agreement. The headings referenced herein are for convenience purposes only, do not constitute a part of this Agreement, and will not be deemed to limit or affect any of the provisions hereof. Any term in this Agreement written wholly in small capitalized letter shall be deemed a legal citation to relevant statutory law, reference to another executed document, or a name of a third party. All references to relevant statutory law shall be deemed to include the terms "as amended from time to time and including all regulations promulgated thereunder". The terms "herein", "hereof", "hereunder", "hereinunder", and "hereby" and other terms of similar import refer to this Agreement as a whole and not to any particular provision. The terms "include," "includes", and "including" are deemed to be followed by the phrase " , but not limited to,". For the purposes of all Sections of this Agreement and all Ancillary Documents, "Rough Scout Holdings,LLC" shall include Rough Scout Holdings,LLC and Rough Scout Holdings,LLC's Personnel and Affiliates, as well as its doing business under the tradename "Rough Scout Holdings,LLC". Additionally, throughout this Agreement when context requires, capitalized terms, singular nouns, and pronouns include the plural and possessive. The following terms shall have the following definitions for the purposes of this Agreement:

- a. **Action** means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena, or investigation of any nature, civil, criminal, administrative, regulatory or otherwise, whether at law or in equity;
- b. **Affiliate** means, with respect to a Party, either: (i) any third party that directly or indirectly Controls, is Controlled by, or is under common Control with such Party; (ii) any third party that owns or Controls ten percent (10%) or more of the outstanding voting interests of such Party; (iii) any officer, director, general partner, manager, managing member, or trustee of, or other similar third party serving in a similar capacity with respect to such Party; or (iv) any third party who is an officer, director, general partner, manager, member, trustee, or holder of ten percent (10%) or more of the voting interests of any third party described in Sections XX(b)(i), XXV(b)(ii), or XX(b)(iii);
- c. **Ancillary Document** (or **CoT Privacy Authority Action**) means, in connection to a Declaration Certificate, the ways and means by which a user executes a commercial use case or other enforcement action concerning the rights and interests claimed in a Declaration Certificate;
- d. **CCPA** means the CALIFORNIA CONSUMER PROTECTION ACT;

- e. **"CDA"** means the COMMUNICATIONS DECECY ACT OF 1996, (CDA), Pub. L. No. 104-104 (Tit. V), 110 Stat. 133 (Feb. 8, 1996), codified at 47 U.S.C. §§223, 230;
- f. **"Community of Trust"** or **"CoT"** means an instance of Rough Scout Holdings,LLC's proprietary private encrypted communications and collaboration network, including the Legal Framework, collective security functions, and technical framework thereof and the ancillary services included therewith;
- g. **"Certified or Approved Service Provider"** means a business process administered by Rough Scout Holdings,LLC, Rough Scout Holdings,LLC or a licensed third-party whereby listed services arising from the creation, security, storage, or commercial use of a Declaration Certificate or any Ancillary Documents connected to a Declaration Certificate are authorized to perform specified services under license by Rough Scout Holdings,LLC or Rough Scout Holdings,LLC.
- h. **"Community of Trust®"** or **"CoT"** means an instance of Rough Scout Holdings,LLC's proprietary private encrypted communications and collaboration network, including the Legal Framework, collective security functions, and technical framework thereof and the ancillary services included therewith;
- i. **"Community of Trust® System"** means the CoT and all the technology components and processes associated with the creation, security, and storage of a Declaration Certificate;
- j. **"Confidential Information"** means any and all confidential or proprietary IP or Material disclosed under this Agreement regardless of the form or medium in which such IP or Material is disclosed or maintained;
- k. **"Control", "Controlling", or "under common Control with"** means the either the direct or indirect possession of the power to direct or cause the direction of the management and policies of a Party, whether through ownership of voting securities or the voting power to elect the directors or managers of such Party, by contract, or otherwise;
- l. **"CoT Owner"** means the master licensee of a particular CoT;
- m. **Declaration Certificate** means the product offered from Rough Scout Holdings,LLC, including all the assembled documents contained within a digital folder ("Binder") and stored and secured inside an Identity Vault, by which and through which a user proclaims digital identity, privacy, and data rights;
- n. **Declaration Certificate Data** means the product derived from the Community of Trust® System with which and through which a user proclaims digital identity, privacy, and data rights, and includes the user's ownership of digital identity and privacy data but not ownership of any IP licensed for use within the Declaration Certificate, nor any ownership of Rough Scout Holdings,LLC software or platform technology that secures, authenticates, manages, or stores the Declaration Certificate Data;
- o. **Declaration Certificate purpose** means access and use of the CoT by an End User to create, secure and store a Declaration Certificate;
- p. **"Derivatives"** means all IP or Material that is Developed based on any Rough Scout Holdings,LLC IP;
- q. **"Develop"** means develop, adapt, translate, modify, revise, condense, expand, compile, edit, reverse engineer, alter, enhance, abridge, create derivatives from, and further develop;
- r. **"Dispute"** means a conflict, controversy, dispute, or potential Action;
- s. **"Distribute"** means to distribute, disclose, disseminate, provide, reproduce, collect, copy, make copies of, have copies made of, transmit, import, export, license, sub-license, sell, lease, rent, transfer, share, otherwise dispose of, and make available to Use;
- t. **"DMCA"** means THE DIGITAL MILLENNIUM COPYRIGHT ACT, 17 U.S.C. §§ 512, 201-1205, 1301-1332; 28 USC § 4001;
- u. **"End User"** means an individual authorized to Use a CoT Owner's CoT;
- v. **"Exploit"** means to Develop, Distribute, Market, and Use;
- w. **"Feedback"** means any and all suggestions, recommendations, comments, complaints, or other unsolicited feedback regarding Rough Scout Holdings,LLC or any Rough Scout Holdings,LLC Property;
- x. **"FERPA"** means the FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT;
- y. **"GDPR"** means the GENERAL DATA PROTECTION REGULATION 2016/679;
- z. **"HIPAA"** means the HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996;
- aa. **"HITECH Act"** means the HEALTH INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT;
- bb. **"IP"** means any and all information, intellectual property, or data whether in a tangible or intangible form;
- cc. **"IP Owner"** means a party who is in possession of IP by lawful ownership, license, or other form of legal possession;
- dd. **"IP Rights"** means all joint or individual ownership, rights, titles, and interests in and to such certain IP as identified, including all related: (i) copyrights, patents, trademarks, Trade Secrets, neighboring and related rights (droits voisins), database rights, design rights and rights in mask works, domain names, rights to know-how, moral rights (droit moral), publicity rights, rights against unfair competition, and any other intellectual property rights of a similar nature arising under U.S. law, international convention, or any other Regulation anywhere in the known universe implied by law or equity or accruing under common law whether registered or unregistered, including all registrations, applications for registration, renewals, continuations, continuations-in-part, divisionals, reissues, recapture rights, and extensions thereof; (ii) all goodwill related to or arising out of the foregoing; and (iii) all benefits, privileges, Actions, and remedies relating to any of the foregoing under U.S. law, international convention, or any other Regulation anywhere in the known universe implied by law or equity, whether before or hereafter accrued, including the exclusive rights to apply for all related registrations, renewals, continuations, continuations-in-part, divisionals, reissues and/or extensions, to bring any Action for all past infringements or violations of any the foregoing, and to settle and retain proceeds from any such Action;
- ee. **"Legal Framework"** means the necessary legal and policy framework that facilitate the functionality and Use of the Community of Trust;
- ff. **"Market"** means to market, demonstrate, publicly display, publicly perform, offer for Distribution, or use for marketing;
- gg. **"Material"** means all equipment, chattel, or tangible material;
- hh. **"NIST"** means the NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY of the U.S. DEPARTMENT OF COMMERCE;
- ii. **"Personnel"** means the directors, members, managers, officers, representatives, shareholders, agents, executors, administrators, employees, partners, and third-party contractors of a party;
- jj. **"Property"** means *collectively* IP, Material, and real property;

- kk. **“Protected Information”** means all IP or Material that a Regulatory Authority has deemed protected in accordance with Regulation, specifically including IP or Material that constitutes a Trade Secret or Privileged Information, is classified by a Regulatory Authority (e.g. IP protected under EXECUTIVE ORDER 13526), or protected by some other form of Regulation (e.g. IP protected as Protected Health Information under HIPAA or the HITECH Act and IP protected by FERPA, Family Educational Rights and Privacy Act (“FERPA”), GDPR, CCPA);
- ll. **“Receiving Party”** means the Party that receives Confidential Information from the Disclosing Party;
- mm. **“Regulation”** means any applicable law, statute, regulation, ordinance, rule, order, decree, or ruling as set forth by any Regulatory Authority or as established by common law or equity;
- nn. **“Regulatory Authority”** means any applicable federal, state, provincial, territorial, cantonal, parish, local, or other legal, governmental, judicial, administrative, or regulatory authority exercising proper jurisdiction over any Party or any Party’s Personnel;
- oo. **“Rough Scout Holdings,LLC”** means ROUGH SCOUT HOLDINGS,LLC, LLC, a Delaware limited liability company based in Harris County, Texas;
- pp. **“Rough Scout Holdings,LLC IP”** means all IP owned by, licensed by, or in the legal possession of Rough Scout Holdings,LLC; this specifically excludes any of Your IP;
- qq. **“Rough Scout Holdings,LLC Property”** means all Property owned by, licensed by, leased by, or in the legal possession of Rough Scout Holdings,LLC;
- rr. **“Section”** means the respective section of this Agreement as indicated by the alphanumeric herein unless otherwise specified herein;
- ss. **“Use”** means to access, use or not use, reuse, install, and copy for use, reuse, and installation; and
- tt. **“Your Account”** means the account set up by you or us in order to facilitate your Use of the CoT;
- uu. and **“Your IP”** means all means all IP owned by you, licensed by you, or in your legal possession, specifically excluding any Rough Scout Holdings,LLC IP.