



THE FIFTH BUSINESS DNA DATABASES PLATFORM LICENSE AGREEMENT

Between The Fifth Business and CUSTOMER

This Agreement concerns THE FIFTH BUSINESS advanced technology platform that enables intelligent DNA databases for governments, law enforcement agencies, labs, military and other organizations.

1. SOFTWARE LICENSE

The Fifth Business owns The Fifth Business DNA Databases Platform, and grants the Customer (**CUSTOMER**) a non-exclusive, non-transferable and perpetual license to use the Software solely as pertaining to Training Version (<https://training.the5thbusiness.com/>), so long as the Customer is not in breach of any of its obligations under this Section. Customer is granted no licenses to the Software, implied or otherwise, except as expressly set forth in this Section.

The Fifth Business DNA Databases Platform Training Version comes with a guaranty of 7 months from the point of access, after which time profiles will not be further retrievable, and access will be terminated. All Training software access is subject to a 100 user maximum profile set, for this 7 month period. All training software is assumed to not have real data uploaded.

The Software is proprietary in nature. Customer agrees to respect the Software proprietary rights, and the Customer will not use the Software except for the purposes for which it is being made available to it under the terms of this license. Customer agrees to take all actions required to maintain control of the Software including securing written records, agreements, and other reasonable measures with your and their employees and agents to satisfy the obligations under this license.

Customer will not modify, reverse engineer, de-compile, or disassemble the Software. Customer will not derive source code, or extract or analyze proprietary communication protocols used by the Software. Customer will also not sublicense, rent, lease or assign or, except as expressly provided herein, transfer any associated Equipment, or copy the Software in or accompanying such Equipment. Any attempt to do so is void. No title, ownership or other interest in the Software is transferred to Customer, except as expressly stated in this license.

Unless The Fifth Business specifies otherwise, additional Software licenses, any modifications to, or new releases or versions of, the Software will be provided subject to The Fifth Business' then-current licensing terms and applicable charges.

Customer may terminate its license at any time by destroying all of its copies of the Software. The End-User promptly agrees to certify, in writing, that it has destroyed all copies of the Software, including the original Software. Transfer of the Software or destruction of all the End-User's copies of the Software terminates this license from The Fifth Business.

The Fifth Business. may terminate the Customer's license if the Customer does not comply with the terms of this license. Upon such termination, the Customer will destroy all its copies of the Software.

2. INDEMNIFICATION

Customer will indemnify, defend and hold The Fifth Business, and/or their suppliers and the third party manufacturer and their respective partners and employees harmless from and against any loss, claim, damage or liabilities (including any reasonable attorneys' fees incurred by The Fifth Business and/or their suppliers) arising from any third-party claims from Customer's use of: (i) The Fifth Business DNA Databases Platform , Equipment or platform, including documentation, other than in accordance with the terms herein or applicable documentation or instructions provided by

THE FIFTH BUSINESS', or for other than the Customer's internal purposes; (ii) any altered, modified or revised version of The Fifth Business DNA Databases Platform or equipment, including documentation, that are not expressly approved herein or authorized in writing by The Fifth Business.; or (iii) combination of the any associated The Fifth Business DNA Databases Platform equipment with materials not provided by The Fifth Business.