



END USER LICENSE AGREEMENT (EULA)

Updated April 2021

1. Services

1.1 You and your affiliates (“affiliates”) use of the Mercury (“Mercury”) products, software, services and websites (referred to collectively as the “Services”) are subject to the terms of this End User License Agreement (“EULA”). “Affiliate” means:

- (a) (in respect of a Party, any person which Controls (directly or indirectly) that Party and any other person Controlled (directly or indirectly) by such first-mentioned Party, including any holding company of such Party and any subsidiary (direct or indirect) of such holding company, and further includes joint ventures (whether incorporated or unincorporated) of which a Party is a joint venture partner; and
- (b) in respect of the Company, also includes
 - (i) all direct or indirect subsidiaries or holding companies of the Company;
 - (ii) all direct or indirect subsidiaries of any holding company of the Company;
 - (iii) all bodies corporate, trusts or incorporated joint ventures, participants in any unincorporated joint ventures or other business associations in which the Company or any person or persons referred to in paragraphs (i) and (ii) above has (or together have) directly or indirectly a shareholding or participation interest of at least 40%.

“Mercury” means the set of Secured Communications’ underlying Software as a Service known as “Mercury, powered by Secured Communications”. Mercury is an enterprise-grade software solution that encrypts communications on a private cloud platform. This EULA includes and incorporates by reference the terms of any Legal Notices attached to the Services (the “Additional Terms”). If there is any contradiction between the Additional Terms and the terms of this EULA, then the Additional Terms will take precedence.

1.2 This EULA, including the Additional Terms, forms a legally binding agreement in relation to your use of the Services, and contains important information regarding your legal rights, remedies and obligations. It is important that you take the time to read them carefully. If you are not willing to be bound by each and every term and condition of this EULA, or if any representation made by you is not true, you may not sue, and must cease using, the Services.

1.3 By using the Services, you are agreeing to be bound by the terms and conditions of this EULA. In addition, you may be asked, from time to time, to indicate your acceptance of or agreement to this EULA and Additional Terms by clicking an “I accept” button, checkbox or similar in the user interface for certain of the Services.

1.4 You may not use the Services and may not accept the EULA if (a) you are not of legal age to form a binding contract, or (b) you are a person barred from receiving the Services under the laws of the United States, Canada, United Kingdom, Australia or other countries including the country in which you are resident or from which you use the Services.

2. Service Provider

- 2.1 The Services are provided to you by the “Service Provider”, which may be the manufacturer, a direct reseller of the Services (a “Reseller”), a value-added reseller of the Services (a “VAR”) or as a white-label offering from an OEM reseller (an “OEM”), or any subsidiary or affiliate thereof. This EULA will be applicable to your use of the Services regardless of the particular Service Provider, and any reference to the Service Provider herein means the applicable Service Provider in your particular circumstance.
- 2.2 You acknowledge and agree that the form and nature of the Services provided may change from time to time without prior notice to you, and that provision of the Services may be transferred from one Service Provider to another, without prior notice to you.

3. License to the Services

- 3.1 The Service Provide grants you a personal, worldwide, non-assignable and non-exclusive license to use the software provided to you as part of the Services (referred to as the “Software” below). This license is for the sole purpose of enabling you to use and enjoy the benefit of the Services as provided, in the manner permitted by the EULA.
- 3.2 You may not (and you may not permit anyone else to) copy, modify, create a derivative work of, reverse engineer, decompile or otherwise attempt to extract the source code of the Software or any
- 3.3 part thereof, unless this is expressly permitted or required by law, or unless you have been specifically authorized to do so, in writing.
- 3.4 Unless you have specific written permission to do so, you may not assign (or grant a sub-license of) your rights to use the Software, grant a security interest in or over your rights to use the Software, or otherwise transfer any part of your rights to use the Software. For greater clarity, you may not assign this EULA to any other person without the prior written consent of the Service Provider, in the sole discretion of the Service Provider.

4. Use of the Services by you

- 4.1 In order to access the Services, you may be required to provide information about yourself (such as identification or contact details) as part of the registration process for the Services, or as part of your continued use of the Services. You agree that any registration information you give will always be accurate, correct and up to date.
- 4.2 You agree to use the Services only for purposes that are permitted by (a) the EULA and (b) any applicable law, regulation or generally accepted practices or guidelines in the relevant jurisdictions (including any laws regarding the export of data or software to and from the United States or other relevant countries).
- 4.3 Unless you are specifically permitted to do so in a separate written agreement, you agree that you will not:
 - access (or attempt to access) any of the Services by any means other than through the interface that is provided;
 - access (or attempt to access) any of the Services through any automated means (including use of scripts or web crawlers);
 - engage in any activity that interferes with or disrupts the Services (or the servers and networks which are connected to the Services); or
 - reproduce, duplicate, copy, sell, trade or resell the Services for any purpose.

4.4 You agree that you are solely responsible for (and that the Service Provider has no responsibility to you or to any third party for) any breach of your obligations under the EULA and for the consequences (including any loss or damage) of any such breach.

5. Your passwords and account security

5.1 You agree and understand that you are responsible for maintaining the confidentiality of passwords associated with any account you use to access the Services. Accordingly, you agree that you will be solely responsible for all activities that occur under your account. If you become aware of any unauthorized use of your password or of your account, you agree to notify us immediately at MercurySupport@securedcommunications.com.

6. Content in the Services

6.1 You understand that all information (including without limitation all data files, written text, computer software, music, audio files or other sounds, photographs, videos or other images) which you may have access to as part of, or through your use of, the Services are the sole responsibility of the person from which such content originated. All such information is referred to herein as the "Content".

6.2 You understand that by using the Services you may be exposed to Content that you may find offensive, indecent or objectionable and that, in this respect, you use the Services at your own risk.

6.3 You agree that you are solely responsible for (and that the Service Provider has no responsibility to you or to any third party for) any Content that you create, transmit or display while using the Services and for the consequences of your actions (including any loss or damage which the Service Provider may suffer) by doing so.

7. Your Responsibilities and Acknowledgements

- 7.1 In addition to any other responsibilities set out herein, you will be responsible for the following:
- (a) you or your administrator are responsible for any security settings related to the sharing of any Content, or access to your meetings, messages, or other communications on the Software;
 - (b) you or your administrator are responsible for any password leak prevention, including the storage, distribution, and rotation of any passwords which may be used; and
 - (c) if you are an administrator, you are further responsible for all such settings on any account over which you have administrative access.

8. Billing, Fees and Payment

8.1 Your use of the Services may be subject to specific billing conditions as set out in a separate signed agreement or as set out in an invoice for the Services, as applicable (a "Billing Agreement"). Each Billing Agreement will set out the following, and is hereby incorporated into this EULA by reference:

- (a) Fees payable for access to the Services (the "Fees");
- (b) Any applicable payment terms for such fees; and
- (c) Any applicable taxes.

8.2 If no special payment terms have agreed upon by the parties and set out in a Billing Agreement all Fees due for the services shall be paid within 30 days of the receipt of an invoice for such Fees.

9. Proprietary rights

- 9.1 You acknowledge and agree that the Service Provider (or its licensors) own all legal right, title and interest in and to the Services, including any intellectual property rights which subsist in the Services (whether those rights happen to be registered or not, and wherever in the world those rights may exist). You further acknowledge that the Services may contain information which is designated confidential and that you will not disclose such information without prior written consent. All such legal right, title and interest, and obligations of confidentiality, will survive any expiration or termination of this EULA.
- 9.2 Nothing in the EULA gives you a right to use any trade names, trademarks, service marks, logos, domain names, or other distinctive brand features of the Service Provider or Mercury. Any use by you of such brand features pursuant to a separate written agreement must also be in compliance with this EULA.
- 9.3 The Service Provider acknowledges and agrees that it obtains no right, title or interest from you (or your licensors) under this EULA in or to any Content that you submit, post, transmit or display on, or through, the Services, including any intellectual property rights which subsist in that Content (whether those rights happen to be registered or not, and wherever in the world those rights may exist). Unless you have agreed otherwise in writing, you agree that you are responsible for protecting and enforcing those rights and that the Service Provider has no obligation to do so on your behalf.
- 9.4 You agree that you will not remove, obscure, or alter any proprietary rights notices (including copyright and trademark notices) which may be affixed to or contained within the Services.

10. Software updates

- 10.1 The Software which you use may automatically download and install updates from time to time. These updates are designed to improve, enhance and further develop the Services and may take the form of bug fixes, enhanced functions, new software modules and completely new versions. You agree to receive such updates as part of your use of the Services. The Services may be unavailable from time to time in order for the Service Provider or its licensors to perform system maintenance, upgrades or updates. The Service Provider may provide advance notice of such unavailability as and when possible.

11. Ending your relationship

- 11.1 The terms of this EULA will continue to apply until use of the Services is terminated as set out below.
- 11.2 If you want to terminate your legal agreement, you may do so by (a) notifying the Service Provider at any time, or (b) requesting to have your account suspended for the Services which you use. Your notice should be sent, in writing, to MercurySupport@securedcommunications.com
- 11.3 The Service Provider may at any time, terminate your use of the Services and its legal agreement with you if:
- (a) you have breached any provision of the EULA (or have acted in manner which clearly demonstrates that you do not intend to do so, or are unable to comply with the provisions of the EULA); or
 - (b) the Service Provider is required to do so by law (for example, where the provision of the Services to you is, or becomes, unlawful in any manner); or
 - (c) the Service Provider has terminated or otherwise loses its rights to provide the Services to you; or

(d) the Service Provider is transitioning to no longer providing the Services to users in the country in which you are resident or from which you use the Services.

11.4 Except as expressly provided, upon termination of this EULA, the Service Provider will have no further obligations or liabilities to you, and your use of the Services will cease.

11.5 In any event of termination of this EULA, the Service Provider will delete your account and any Content will be deleted from the Service Provider's servers. It is your sole responsibility to make arrangements for any retrieval of the Content prior to termination.

12. EXCLUSION OF WARRANTIES

12.1 NOTHING IN THESE TERMS, INCLUDING BUT NOT LIMITED TO SECTIONS 11 AND 12, WILL EXCLUDE OR LIMIT THE SERVICE PROVIDER'S WARRANTY OR LIABILITY FOR LOSSES WHICH MAY NOT BE LAWFULLY EXCLUDED OR LIMITED BY APPLICABLE LAW. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR CONDITIONS OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR LOSS OR DAMAGE CAUSED BY NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF IMPLIED TERMS, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, ONLY THE LIMITATIONS WHICH ARE LAWFUL IN YOUR JURISDICTION WILL APPLY TO YOU AND OUR LIABILITY WILL BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

12.2 YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK

12.3 AND THAT THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE."

12.4 IN PARTICULAR, THE SERVICE PROVIDER, ITS SUBSIDIARIES, AFFILIATES, RESELLERS, OEMS, VARS, AND LICENSORS DO NOT REPRESENT OR WARRANT TO YOU THAT:

- (a) YOUR USE OF THE SERVICES WILL MEET YOUR REQUIREMENTS,
- (b) YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED, TIMELY OR FREE FROM ERROR,
- (c) ANY INFORMATION OBTAINED BY YOU AS A RESULT OF YOUR USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE, AND
- (d) THAT DEFECTS IN THE OPERATION OR FUNCTIONALITY OF ANY SOFTWARE PROVIDED TO YOU AS PART OF THE SERVICES WILL BE CORRECTED.

12.5 ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICES IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR OTHER DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

12.6 NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM THE SERVICE PROVIDER OR THROUGH OR FROM THE SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE EULA.

12.7 THE SERVICE PROVIDER FURTHER EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

13. LIMITATION OF LIABILITY

13.1 SUBJECT TO PARAGRAPH 11.1 ABOVE, YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE SERVICE PROVIDER, ITS SUBSIDIARIES, AFFILIATES, RESELLERS, VARS, OEMS AND LICENSORS WILL NOT BE LIABLE TO YOU FOR:

- (a) ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES WHICH MAY BE INCURRED BY YOU, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY. THIS WILL INCLUDE, BUT NOT BE LIMITED TO, ANY LOSS OF PROFIT (WHETHER INCURRED DIRECTLY OR INDIRECTLY), ANY LOSS OF GOODWILL OR BUSINESS REPUTATION, ANY LOSS OF DATA SUFFERED, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR OTHER INTANGIBLE LOSS;
- (b) ANY LOSS OR DAMAGE WHICH MAY BE INCURRED BY YOU, INCLUDING BUT NOT LIMITED TO LOSS OR DAMAGE AS A RESULT OF:
 - (i) ANY CHANGES WHICH THE SERVICE PROVIDER MAY MAKE TO THE SERVICES, OR FOR ANY PERMANENT OR TEMPORARY CESSATION IN THE PROVISION OF THE SERVICES (OR ANY FEATURES WITHIN THE SERVICES);
 - (ii) THE DELETION OF, CORRUPTION OF, OR FAILURE TO STORE, ANY CONTENT AND OTHER COMMUNICATIONS DATA MAINTAINED OR TRANSMITTED BY OR THROUGH YOUR USE OF THE SERVICES;
 - (iii) YOUR FAILURE TO PROVIDE THE SERVICE PROVIDER WITH ACCURATE ACCOUNT INFORMATION;
 - (iv) YOUR FAILURE TO KEEP YOUR PASSWORD OR ACCOUNT DETAILS SECURE AND CONFIDENTIAL;

13.2 THE LIMITATIONS ON THE SERVICE PROVIDER'S LIABILITY TO YOU IN PARAGRAPH 13.1 ABOVE WILL APPLY WHETHER OR NOT THE SERVICE PROVIDER HAS BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING.

14. Copyright and trademark policies

14.1 It is the Service Provider's policy to respond to notices of alleged copyright infringement that comply with applicable international intellectual property law (including, without limitation, in the United States, the Digital Millennium Copyright Act) and to terminating the accounts of repeat infringers. Inquiries regarding this policy may be sent to MercurySupport@securedcommunications.com.

15. Indemnification

15.1 Supplier undertakes to defend the Company (or the relevant Company Affiliate) from and against any claim or action that the possession, use, development, modification or maintenance of the Software or provision or receipt of the Services (or any part thereof) infringes the Intellectual Property Rights of a third party (each a 'Claim') including but not limited to the use of OpenSource and third party software provided or included in the Software by the Supplier and shall indemnify and hold harmless the Company (or the relevant Company Affiliate) from and against any losses, damages, costs (including all legal fees) and expenses incurred by or awarded against the Company (or the relevant Company Affiliate) as a result of, or in connection with, any such Claim.

15.2 Without prejudice to clause 9.4.1, if any Claim is made, or in Supplier's reasonable opinion is likely to be made, against the Company (or the relevant Company Affiliate), Supplier may, at its sole option and expense:

- (a) procure for the Company (or the relevant Company Affiliate) the right to continue using the Software (or relevant part thereof) in accordance with the terms of this

Agreement;

- (b) modify the Software so that it ceases to be infringing; or
- (c) replace the Software with comparable non-infringing software,
- (d) provided that if Supplier modifies or replaces the Software, the modified or replacement Software must comply with the warranties contained in clause 4 and Appendix A and the Company (or the relevant Company Affiliate) shall have the same rights in respect thereof as it would have had under the Agreement had the references to the date of this Agreement been references to the date on which such modification or replacement was made. For the avoidance of doubt, the replacement or modification as the case may be, shall contain at least the same functionality as the affected software or part of the software.

16. Other content

16.1 The Services may include hyperlinks to other web sites or content or resources. The Service Provider has no control over any web sites or resources which are provided by companies or persons other than the Service Provider.

16.2 You acknowledge and agree that the Service Provider is not responsible for the availability of any such external sites or resources, and does not endorse any advertising, products or other materials on or available from such web sites or resources.

16.3 You acknowledge and agree that the Service Provider is not liable for any loss or damage which may be incurred by you as a result of the availability of those external sites or resources, or as a result of any reliance placed by you on the completeness, accuracy or existence of any advertising, products or other materials on, or available from, such web sites or resources.

17. Changes to the Terms

17.1 Intentionally Omitted.

18. General legal terms

18.1 Where provided with a translation of the English language version of the EULA, you agree that the translation is provided for your convenience only and that only the English language versions of the EULA will govern your relationship with the usage of the Services. If there is any contradiction between the English language version of the EULA and a translation, then the English language version will take precedence.

18.2 Sometimes when you use the Services, you may (as a result of, or through your use of the Services) use a service or download a piece of software, or purchase goods, which are provided by another person or company. Your use of these other services, software or goods may be subject to separate terms between you and the company or person concerned. If so, this EULA does not affect your legal relationship with these other companies or individuals.

18.3 This EULA constitutes the entire legal agreement between you and the Service Provider and governs your use of the Services except and to the extent expressly provided otherwise in writing, and completely replaces any prior agreements in relation to the Services, except and to the extent expressly provided otherwise in writing. For greater certainty, this EULA includes the following, each of which is incorporated herein by

reference, and appended as Exhibits A and B, respectively:

- (a) Privacy Policy - The Privacy Policy forms a part of, and is integral to, this EULA; and
- (b) Support and Service Levels Policy- The Service Level Agreement forms a part of, and is integral to, this EULA.

18.4 You agree that the Service Provider may provide you with notices, including those regarding changes to the EULA, by email, regular mail, or postings on the Services.

18.5 Intentionally omitted.

18.6 No failure or delay by a Party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy. If any court of law, having the jurisdiction to decide on this matter, rules that any provision of this EULA is invalid, then that provision will be removed from the EULA without affecting the rest of the EULA. The remaining provisions of the EULA will continue to be valid and enforceable.

18.7 You acknowledge and agree that each member of the group of companies of which the Service Provider is the parent or a subsidiary will be third party beneficiaries to the EULA and that such other companies will be entitled to directly enforce, and rely upon, any provision of the EULA which confers a benefit on (or rights in favor of) them. Other than as set forth herein, no other person or company will be third party beneficiaries to the EULA.

18.8 This EULA, and your relationship with the Service Provider under this EULA, will be governed by the laws of the England and Wales and the federal laws of the United States applicable therein, without regard to its conflict of law provisions. You and the Service Provider agree to submit any dispute, conflict or other matter arising out of or related to this EULA to the exclusive jurisdiction of the courts located within the State of Nevada. Notwithstanding this, you agree that monetary damages would not be an adequate remedy for any breach of this EULA by you, and that the Service Provider will be entitled, in addition to any other legal or equitable remedies, to seek an injunction or similar equitable relief against any such breach or threatened breach in any jurisdiction, without the necessity of posting any bond.

EXHIBIT A: PRIVACY POLICY

Updated 4-1-2021

INFORMATION WE COLLECT

Account information

We only collect information which is essential to create your account and to facilitate payment for services. Required information includes your name, email address, and device phone number. Credit cards may be collected for payment, but they are stored by our payment processing company and not Secured Communications. Your email is required in order to communicate with you for account purposes. Your device phone number is needed to verify that you and you alone, can access your messages.

App Data Collection

There are certain items you will be requested to allow on your device as you install. None of these are required, but they will make your app experience easier and more productive. All data collected and transmitted is encrypted at rest and in transit. Other than the account information above and certain usage information, Secured Communications does not have access to your messages, calls, files or any content.

Notifications

Notifications are used to alert you when new messages or content are available. You may disallow these on the device, but you will need to manually refresh the app in order to receive new content.

Contacts

Our communication apps will request access to your contacts list when they are first installed and opened, solely for the purpose of connecting you with any of your contacts who use our platform. We do not store your contacts, and the app processes this data only once, and solely for the purpose of matching you with your contacts.

Calling Features

Our communication apps will request access to your mobile device's microphone and camera in order to place secure calls and participate in secure video conferences. We do not record, store, or analyze any video or audio processed as part of calls or meetings on our platform. You may disallow this feature.

Website Information

The website collects standard usage information such as your IP Address and what you access on our site. This information is not linked in any way to your account and is not personally identifiable by us. It is only maintained to allow us to provide a smooth-running site and to anticipate future server and system needs.

Cookies

SC users will have cookies stored on their systems. These cookies are not designed to capture, collect, harvest, or otherwise record your data, and function solely to streamline loading times on our online portals.

Information Sharing

The content of your messages is encrypted at the source and decrypted at the intended receiving device. We do not collect or store the keys to decrypt the information. We store the encrypted information only long enough to transfer it to the intended receiver. Once the information is received, it is removed from our system.

The only keys to decrypting the content of your communications are stored on your device and the receiving device. We do not hold any keys and cannot access them. Since you hold the keys to your communications, you should protect access to your device and burn any conversations that may be sensitive if your phone were lost or stolen. There are no backdoors to the system or any information stored therein.

Compliance with the Law

Secured Communications is based in the United States and the United Kingdom, and is subject to all applicable laws and regulations therein. We will comply with any legal request for information or any valid court order, but since we do not store the content of your communications or have the keys to decrypt any information held at rest on our system, any disclosure or legal production would be extremely limited; we cannot turn over information we do not have.