

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is a binding agreement between Strata Identity, Inc., a Delaware corporation (“Strata”) and the entity (“Company”) for whom you (“You” or “Your”) are acting. Strata and Company are sometimes referred to individually as a “Party” and collectively as the “Parties.”

You represent and warrant that you are entering into this MOU on behalf of Company and that You have the authority to bind Company to this MOU.

COMPANY’S PARTICIPATION IN THE IDQL WORKING GROUP IS CONDITIONED ON ABIDING BY THE TERMS SET FORTH IN THIS MOU AND ON THE CONDITION THAT YOU ON BEHALF OF COMPANY ACCEPT THEM. BY CLICKING “I AGREE” OR OTHERWISE PARTICIPATING IN AN IDQL WORKING GROUP ENDEAVOR, YOU ACCEPT THE TERMS OF THIS MOU AND AGREE THAT COMPANY SHALL BE BOUND BY THIS MOU. IF COMPANY HAS NOT OR DOES NOT AGREE TO THE TERMS OF THIS MOU, NEITHER COMPANY NOR YOU MAY PARTICIPATE IN THE IDQL WORKING GROUP.

### **BACKGROUND:**

- A. Strata is in the business of providing an identity orchestration and multi-cloud identity management platform built specifically for hybrid and multi-cloud environments that enables users to easily manage distributed identity systems;
- B. Strata has developed a new system for policy orchestration called IdentityQL (IDQL) that is the subject of pending United States patent applications (the “IDQL Standard”);
- C. Strata intends to transfer in the future its intellectual property rights, including its patent rights, in the IDQL Standard to a non-profit entity, such as the Cloud Native Computing Foundation, to facilitate the wide-spread adoption of the IDQL Standard;
- D. Strata is seeking to partner with other companies to develop further the IDQL Standard and to help facilitate the widespread adoption of the IDQL Standard;
- E. Company intends to join a working group (the “IDQL Working Group”) to work with Strata in developing further the IDQL Standard and facilitating the widespread adoption of the IDQL Standard; and
- F. In consideration of the foregoing and the mutual covenants and agreements contained herein, the Parties agree to the MOU terms set forth below.

### **MOU TERMS:**

#### **1. Scope of Cooperation.**

- a. Initial Ownership in the IDQL Standard. The Parties acknowledge and agree that Company and its affiliates, employees, and contractors may implement the IDQL Standard without a separate license from Strata. At all times, the IDQL Standard and all intellectual property related thereto shall remain the property of Strata subject to the understanding that Strata intends to transfer all such rights in the future to a non-profit entity to facilitate the widespread adoption of the IDQL Standard.
- b. Implementation of the IDQL Standard. The Parties recognize that the purpose of the IDQL Working Group is to work on implementing and increasing the widespread adoption of the IDQL Standard. All work product generated by the IDQL Working Group, and all intellectual property rights related thereto, shall be contributed to the IDQL Standard. Each member of the IDQL Working Group agrees to execute any documents necessary to enable the protection of any contributed intellectual property, including but not limited to United States patent registration.

- 2. Responsibility of the Parties.** Based on the information that is currently known, each Party understands the specific roles and responsibilities they wish to accept. The Parties agree to undertake the following: (a) Strata will maintain responsibility for protecting all intellectual property rights related to the IDQL Standard; and (b) Company will provide any assistance necessary to protect all intellectual property rights related to the IDQL Standard.

**3. Expenses.** Each of the Parties will be responsible for their own costs and expenses incurred in connection with the development of the IDQL Standard with the exception of expenses related to the protection of intellectual property rights in or to the IDQL Standard. All expenses related to the protection of intellectual property rights in or to the IDQL Standard shall be borne by Strata.

**4. Intellectual Property.** “Intellectual Property” shall mean all inventions (whether or not protectable under patent laws), works of authorship, information fixed in any tangible medium of expression (whether or not protectable under copyright laws), moral rights, mask works, trademarks, trade names, trade dress, trade secrets, Know-How, ideas (whether or not protectable under trade secret laws), concepts, techniques and all other subject matter protectable under patent, copyright, moral right, mask work, trademark, trade secret, or other laws anywhere in the world, including without limitation all new or useful art, combinations, discoveries, formulae, chemical compositions, manufacturing techniques, business methods, technical developments, artwork, software, programming, applets, scripts, and designs.

**5. Ownership of Pre-Existing Intellectual Property.** Each Party acknowledges and agrees that all Intellectual Property of Strata and Company, respectively, is and shall remain the sole and exclusive property of such Party and nothing in this MOU shall affect, alter, modify or change such Intellectual Property ownership. Each Party acknowledges that it acquires no rights under this MOU to the other Party’s Intellectual Property.

**6. Termination.** This MOU will be in effect only from such time as You agree to the terms of this MOU on behalf of Company (the “Effective Date”) until thirty (30) days written notice by either Party to the other Party of its decision, acting in its sole discretion and whether for any reason or no reason, to terminate this MOU. On termination of this MOU for any reason, all licenses, rights of access, and other agreements regarding the use of any Intellectual Property owned by the other Party will automatically terminate, and all rights to such Intellectual Property, will automatically revert back to the original owner.

**7. Governing Law.** This MOU shall be governed by and construed in accordance with the internal laws of the state of Colorado, without giving effect to any choice or conflict of law provision or rule (whether of the state of Colorado or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the state of Colorado.

**8. Remedies.** Except as otherwise set forth herein, the parties’ rights and remedies under this MOU are cumulative. Company acknowledges that the IDQL Working Group contains valuable trade secrets and proprietary information of Strata, that any actual or threatened breach of Sections 1.a. and 5 will constitute immediate, irreparable harm to Strata for which monetary damages would be an inadequate remedy, and that injunctive relief is an appropriate remedy for such breach. If any legal action is brought by a Party to enforce this MOU, the prevailing Party will be entitled to receive its attorneys’ fees, court costs, and other collection expenses, in addition to any other relief it may receive.

**9. Relationship.** No agency, partnership, or joint venture is created as a result of this MOU and neither Party has the authority of any kind to bind the other Party. Strata may use and display Company’s name and logo as a reference for marketing, promotional or business purposes on Strata’s client list, website and in other public or private communications or disclosures with Strata’s existing or potential customers and investors, subject to Company’s trademark usage guidelines as provided to Strata.

**10. Waivers.** All waivers must be in writing. Any waiver or failure to enforce any provision of this MOU on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

**11. Severability.** If any provision of this MOU is unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

**12. Entire Agreement.** This MOU constitutes the entire agreement between the Parties regarding the subject hereof and supersedes all prior or contemporaneous agreements, understandings, and communication, whether written or oral. No other terms apply. No terms and conditions proposed by either Party shall be binding on the other Party unless accepted in writing by both Parties, and each Party hereby objects to and rejects all terms and conditions not so accepted. This MOU will not be modified except by a subsequently dated written amendment signed on behalf of Strata and Company by their duly authorized representatives.

**Updated: May 26, 2022**