



IRONNET STANDARD LICENSE AND SERVICES AGREEMENT ("Agreement")

This Agreement sets forth the terms and conditions pursuant to which the IronNet Hardware, IronNet Offerings, IronNet Software Maintenance and Support Services, and/or IronNet Professional Services set forth in an Ordering Document will be provided by IronNet to the customer set forth in the relevant Ordering Document ("Customer"). "IronNet" shall mean the IronNet entity set forth in the relevant Ordering Document.

1. DEFINITIONS.

1.1 "Affiliate" means any corporation or entity of either party, which is owned or controlled by or under common control with a party. For purposes of this definition, "control" shall mean the right to exercise directly or indirectly, more than fifty percent (50%) of the voting rights attributable to the shares of the corporation or entity or the power to direct or cause the direction of the management or policies of the corporation or entity.

1.2 "Customer System" means Customer's internal systems, servers, and other equipment and software used in the conduct of its business.

1.3 "Documentation" means any proprietary user documentation made available to Customer by IronNet for use with any IronNet Offering, including any documentation available online or otherwise, as amended or updated by IronNet from time to time in its discretion.

1.4 "Implementation Services" means IronNet's implementation services, provided by IronNet in connection with the initial deployment of an IronNet Offering with Customer's System and as may be further set forth in an Ordering Document or Documentation.

1.5 "Intellectual Property Rights" shall mean all intellectual property rights or similar proprietary rights, including (a) patent rights and utility models, (b) copyrights and database rights, (c) trademarks, trade names, domain names and trade dress, and the goodwill associated therewith, (d) trade secrets, (e) mask works, and (f) industrial design rights; in each case, including any registrations of, applications to register, and renewals and extensions of, any of the foregoing in any jurisdiction in the world.

1.6 "IronNet Hardware" means the sensors and other computer hardware needed by Customer to operate an IronNet Offering, which sensors and other computer hardware shall be purchased by Customer as identified in the Ordering Document or a third-party provider based on specifications provided by IronNet.

1.7 "IronNet Offering" means any IronNet network behavioral detection and cybersecurity software (or web-based) product(s) identified in the Ordering Document (for example, IronDome, IronDefense etc.).

1.8 "IronNet Professional Services" means any training, consulting, hunting, custom development or other professional services provided by IronNet to Customer hereunder in connection with an IronNet Offering, including without limitation, the Implementation Services, all as set forth on the Quote.

1.9 "IronNet Software Maintenance and Support Services" means IronNet's standard software maintenance and support services to maintain and support an IronNet Offering, as in effect from time to time, and as identified in the Quote.

1.10 "Ordering Document" (a/k/a "Quote" a/k/a "Binding Quote") means a binding pricing document, and/or ordering form (or online form as part of an online promotion or service, trial or otherwise), that references this Agreement and sets forth the IronNet Hardware, IronNet Offerings, IronNet Software Maintenance and Support Services, and/or IronNet Professional Services provided to Customer under this Agreement and the prices therefor. An Ordering Document is between Customer and either (i) IronNet, or (ii) an authorized IronNet reseller ("Reseller").

1.11 "Services" shall mean generically IronNet Professional Services, IronNet Software Maintenance and Support Services, and Implementation Services.

1.12 "Users" means employees of Customer who are authorized by Customer to access and use an IronNet Offering.

2. LICENSE RIGHTS.

2.1 **License Grant.** Subject to this Agreement, IronNet hereby grants Customer during the Term a limited, non-exclusive, non-transferable license, without right to sublicense, to copy and use each IronNet Offering identified on the Ordering Document as being provided for use on a Customer System solely for the purposes of conducting cybersecurity defensive activities for Customer itself and not for the benefit of any other person or entity.

2.2 **Access to Hosted IronNet Offering.** In the event any IronNet Offering is provided to Customer as a hosted service, IronNet hereby grants Customer, during the period of time of the Term in which Customer has a current subscription for such hosted IronNet Offering, a limited, non-exclusive, non-transferable, right for its Users to access and use such IronNet Offering as made available by IronNet, solely for Customer itself and not for the benefit of any other person or entity.

2.3 **Restrictions.** Customer shall not, directly or indirectly, and Customer shall not (and shall not permit any User or third party to):

(a) use any IronNet Offering for the purposes of providing data processing services to any entity other than Customer or use an IronNet Offering in a service bureau, timesharing, remote batch, or other similar commercial operation;

(b) transfer any IronNet Offering to any person or entity;

(c) grant sublicenses to any other person or entity;

(d) reverse engineer, decompile, disassemble or otherwise attempt to discover the object code, source code or underlying ideas or algorithms of an IronNet Offering;

(e) modify, translate, or create derivative works based on any element of an IronNet Offering or any related Documentation;

(f) rent, lease, distribute, sell, resell, assign, or otherwise transfer its rights to use an IronNet Offering

(g) use any IronNet Offering to collect any network traffic or data from any network that is not Customer's network,

(h) remove any proprietary notices from the Documentation;

(i) publish or disclose to third parties any evaluation of an IronNet Offering without IronNet's prior written consent;

(j) use an IronNet Offering for any purpose other than its intended purpose;

(k) interfere with or disrupt the integrity or performance of an IronNet Offering;

(l) permit direct or indirect access to or use of an IronNet Offering in a way that circumvents any usage limit;

(m) access an IronNet Offering for purposes of monitoring availability, performance or functionality, to build a competitive product or service, or for any other benchmarking or competitive purposes;

(n) attempt to gain unauthorized access to an IronNet Offering;

(o) allow any third party to access any IronNet Offering except as approved by IronNet in writing, or mutually executed statement of work or Ordering Document; or

(p) unless otherwise agreed to in the Ordering Document, use or access any IronNet Offering, or use or install any associated Hardware or software, in any territory outside of the country identified as the Customer address in the Ordering Document.

2.4 **Changes to an IronNet Offering.** IronNet may choose to modify or discontinue features of an IronNet Offering as an IronNet Offering is updated. IronNet may stop, suspend, or modify features available through an IronNet Offering at any time without prior notice to Customer.

2.5 **Customer Obligations.** Customer is responsible for (i) obtaining, deploying and maintaining the Customer System, and all computer hardware, software, modems, routers and other communications equipment necessary for Customer and its Users to access and use an IronNet Offering; (ii) contracting with third party ISP, telecommunications and other service providers to access and use an IronNet Offering via the Internet, including the transfer of data from IronNet sensors ("IronSensors") on the Customer premises to the IronNet Offering; and (iii) paying all third party fees and access charges incurred in connection with the foregoing. Except as specifically set forth in this Agreement or an Ordering Document, IronNet shall not be responsible for supplying any hardware, software, or other equipment to Customer under this Agreement and, furthermore, IronNet shall not be responsible for any failure of the Customer System or any third party systems described in this Section.

2.6 **Collection and Sharing for Collective Defense - IronDome.** IronNet provides additional terms for participation and sharing of data in IronDome in a document currently entitled *IronDome Participation Terms and Conditions* and incorporated herein by reference which can be found at https://www.ironnet.com/hubfs/idptc_0620.pdf.

2.7 **Application Programming Interfaces (API).** As part of an IronNet Service or Offering, Customer may have access to one or more application programming interfaces and/or software development kits (referred to collectively herein as the "API's"). The API's may allow Customer to create scripts and programs to automate certain tasks performed through the IronNet Service or Offering and to enable certain integrations. IronNet may from time to time set and update limits on usage of the API's, including without limitation limits on API calls and requests and access to data (the "API Limits"). The API Limits will be described in the Documentation and may be updated from time to time. Customer agrees to comply with all API Limits, and further agrees that it will not use the API's in a manner that constitutes excessive or abusive usage, or otherwise is in breach with this Agreement. Without limiting the foregoing, Customer agrees not to use the API's in a manner that competes with any IronNet Service or Offering, or that provides API functionality to third parties. Customer will not circumvent or attempt to circumvent any API Limits. IronNet reserves the right to monitor Customer's API usage to verify compliance with the terms of this Section and to improve IronNet's products and services. Customer agrees not to interfere with any such monitoring. IronNet may update the API's from time to time. Customer acknowledges and agrees that such updates may cause issues with any scripts, code or programs previously written with use of the API's (the "Customer Code"), and that it is Customer's sole responsibility to update any Customer Code. IronNet does not guarantee backwards compatibility when it updates the API's. Customer shall defend, indemnify, and hold IronNet harmless arising from all loss, damages, claims, actions, proceedings and expenses arising out of or related to Customer's Code. IronNet has no liability or responsibility for mistakes or actions caused by Customer Code, and/or any errors, misuse or unintended use associated with Customer's use of the API's or Customer Code

2.8 **Customer Data.** Customer warrants that it has authorized access to, and/or rights to, all data and information collected on its network and systems ("Customer Data") and provided to IronNet through use of an IronNet Offering or Service (which includes any third-party product(s) that IronNet integrates with or receives data from to provide an Offering or Service). Customer hereby grants to IronNet a limited, non-exclusive, royalty-free, worldwide license, to use such Customer Data to provide the Offerings and Services hereunder.

3. INTEGRATIONS; SECURITY.

3.1 **Integrations.** If Customer engages IronNet to integrate an IronNet Offering into its environment, Customer shall provide to IronNet all interoperability information and authorizations necessary for IronNet to so integrate the IronNet Offering. An IronNet Offering shall not be directly accessible separately by Customer or its Users. Customer is solely responsible for any and all access and use of an IronNet Offering by its Users.

3.2 **Security.** IronNet will exercise reasonable efforts to deploy corrections within an IronNet Offering for security breaches made known to IronNet.

3.3 **No Circumvention of Security.** Neither Customer nor any User may circumvent or otherwise interfere with any user authentication or security of an IronNet Offering. Customer will immediately notify IronNet of any breach, or attempted breach, of the user authentication or security of an IronNet Offering known to Customer.

4. SOFTWARE MAINTENANCE AND SUPPORT SERVICES.

4.1 **Performance and Term.** Subject to this Agreement, following the implementation of an IronNet Offering, IronNet will use commercially reasonable efforts to provide the IronNet Software Maintenance and Support Services purchased by Customer as set forth in an Ordering Document. Certain enhancements to each IronNet Offering for which Customer has purchased support that are made generally available at no cost to all customers for IronNet Software Maintenance and Support Services will be made available to Customer at no additional charge. However, the availability of some new enhancements to an IronNet Offering may require the payment of additional fees, and IronNet will determine at its sole discretion whether access to any other such new enhancements will require an additional fee. This Agreement will apply to, and each IronNet Offering includes, any enhancements, updates, upgrades and new modules or offerings subsequently provided by IronNet to Customer hereunder.

4.2 **Updates.** IronNet shall provide core quality fixes for an IronNet Offering which are made generally commercially available to its customers at no additional charge as part of the IronNet Software Maintenance and Support Services in the next chronological release of the IronNet Platform.

4.3 **Exclusions.** Unless otherwise agreed in writing by the parties, IronNet will not be responsible for providing IronNet Software Maintenance and Support Services for: (i) any modifications to an IronNet Offering made by, or for, Customer (other than by IronNet, its Affiliates or subcontractors); (ii) defects in the Customer System or any other software or equipment not supplied by IronNet; or (iii) defects resulting from the misuse, improper use or abuse of an IronNet Offering.

5. REPRESENTATIONS AND WARRANTIES.

5.1 IronNet Limited Warranty.

(a) **IronNet Limited Warranty.** IronNet warrants to Customer that, from implementation of an IronNet Offering for a period of 60 days from the date an IronNet Offering is first delivered to Customer, such IronNet Offering will, under normal use and service, substantially conform to, and perform in all material respects, the functions described in the applicable Documentation. If any an IronNet Offering fails to comply with the foregoing warranty, Customer shall provide written notice to IronNet prior to the expiration of the warranty period set forth above and such notice will describe in reasonable detail the nature of the non-conformity. In such event, IronNet shall use reasonable efforts to repair or rectify such non-conformity. If IronNet is unable to repair or rectify such non-conformity, then IronNet may terminate this Agreement (including without limitation all rights granted in this Agreement) with respect to such IronNet Offering and in such event, if Customer acquired the IronNet Offering directly from IronNet, IronNet will refund to Customer the license fees paid to IronNet for the applicable IronNet Offering. THE REMEDY SET FORTH IN THIS SECTION SHALL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND IRONNET'S SOLE OBLIGATION FOR ANY BREACH OF THE WARRANTY SET FORTH IN THIS SECTION. REGARDLESS OF THE PRECEDING, AND FOR THE AVOIDANCE OF DOUBT, THERE IS NO WARRANTY UNDER SECTION 5 WITH REGARD TO FREE TRIAL OFFERS.

(b) **Exclusions.** The warranty set forth in this Section 5.1 (IronNet Limited Warranty) does not cover defects or non-conformities arising from (i) misuse of an IronNet Offering or the Documentation, (ii) any modifications to an IronNet Offering made by any person or entity other than IronNet that is not previously approved by IronNet, (iii) any use of an IronNet Offering by Customer or its Users beyond the scope of the express licenses and rights granted in this Agreement, (iv) any use of an IronNet Offering in combination with other software, hardware or data, or (v) IronNet's compliance with Customer's request for changes to an IronNet Offering or with Customer's designs, specifications or instructions.

5.2 **Mutual Representations and Warranties.** Each party represents, warrants and covenants to the other party that: (a) such party has the full power and authority to enter into this Agreement and to perform its obligations hereunder, without the need for any consents, approvals or immunities not yet obtained; and (b) such party's execution of and performance under this Agreement shall not breach any oral or written agreement with any third party or any obligation owed by such party to any third party to keep any information or materials in confidence or in trust.

5.3 **Disclaimer.** THE WARRANTIES SET FORTH IN THIS SECTION 5 ARE IN LIEU OF ALL OTHER WARRANTIES OR CONDITIONS, AND, EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION 5, THE IRONNET HARDWARE, THE IRONNET OFFERINGS, IRONNET SOFTWARE MAINTENANCE AND SUPPORT SERVICES, AND IRONNET PROFESSIONAL SERVICES ARE PROVIDED ON AN AS-IS BASIS. CUSTOMER'S USE OF THE IRONNET HARDWARE, THE IRONNET OFFERINGS, IRONNET SOFTWARE MAINTENANCE AND SUPPORT SERVICES, AND IRONNET PROFESSIONAL SERVICES IS AT ITS OWN RISK. IRONNET DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

NO AGENT OR RESELLER OF IRONNET IS AUTHORIZED TO ALTER OR EXPAND THE WARRANTIES OF IRONNET AS SET FORTH HEREIN. IRONNET DOES NOT WARRANT THAT THE IRONNET HARDWARE AND IRONNET OFFERINGS ARE OR WILL BE UNINTERRUPTED OR ERROR FREE. CUSTOMER ACKNOWLEDGES AND AGREES THAT AN IRONNET OFFERING (AS WITH TECHNOLOGY GENERALLY), MAY HAVE ERRORS (OR "BUGS") AND MAY ENCOUNTER UNEXPECTED TECHNICAL PROBLEMS. ACCORDINGLY, FROM TIME TO TIME, CUSTOMER MAY EXPERIENCE DOWNTIME AND ERRORS IN THE OPERATION, FUNCTIONALITY OR PERFORMANCE OF AN IRONNET OFFERING. ACCORDINGLY, CUSTOMER SHALL PUT IN PLACE REASONABLE INTERNAL PROCEDURES AND PROCESSES TO ENABLE IT TO MINIMIZE ANY INCONVENIENCE AND ANY ADVERSE IMPACT OF ANY SUCH DOWNTIME OR ERROR.

6. INDEMNIFICATION.

6.1 **Customer Indemnity.** Customer shall (i) defend IronNet, and its directors, officers, Affiliates, employees and permitted assigns, from and against any and all third party claims, actions, suits, demands or proceeding brought against IronNet (a "Claim") for Customer's content and data it provides under this Agreement (ii) indemnify and hold harmless IronNet against any damages awarded to the third party bringing the Claim or any settlement amount approved by Customer (not to be unreasonably withheld) in writing and paid to the third party bringing the Claim in order to settle the Claim. Customer's obligations under this Section are conditioned upon (i) Customer being notified in writing of such Claim, (ii) Customer having the exclusive right to control the defense and/or settlement of the Claim, and (iii) IronNet providing reasonable assistance (at Customer's request and expense) in the defense of the Claim. In no event shall IronNet settle any Claim without Customer's prior written approval. IronNet may, at its own expense, engage separate counsel to advise IronNet regarding a Claim and to participate in the defense of the Claim, subject to Customer's right to control the defense and settlement.

6.2 **IronNet Indemnity.** IronNet shall, subject to this Agreement: (i) defend Customer from and against any and all third party claims, actions, suits, demands or proceeding brought against Customer (a "Claim") alleging that Customer's use of an IronNet Offering in accordance with

this Agreement infringes any copyright, patent or other intellectual property right, and (ii) indemnify and hold harmless Customer against any damages awarded to the third party bringing the Claim or any settlement amount approved by IronNet in writing (not to be unreasonably withheld) and paid to the third party bringing the Claim in order to settle the Claim. IronNet's obligations under this Section are conditioned upon (i) IronNet being promptly notified in writing of such Claim, (ii) IronNet having the exclusive right to control the defense and/or settlement of the Claim, and (iii) Customer providing all reasonable assistance (at IronNet's request and expense) in the defense of the Claim. In no event shall Customer settle any Claim without IronNet's prior written approval. Customer may, at its own expense, engage separate counsel to advise Customer regarding a Claim and to participate in the defense of the Claim, subject to IronNet's right to control the defense and settlement.

(a) Mitigation. In the event of any such third-party Claim or threat thereof, IronNet, at its sole option and expense, may (i) procure for Customer the right to continue to use the allegedly infringing IronNet Offering, or (ii) replace or modify an IronNet Offering with functionally equivalent software and/or Services. If neither subpart (i) nor (ii) of this paragraph is commercially reasonable or practical in the reasonable opinion of IronNet, IronNet may terminate this Agreement with respect to the allegedly infringing an IronNet Offering, and the license thereto granted hereunder, upon fifteen (15) days written notice to Customer. In the event of such termination, IronNet shall refund to Customer the License Fee paid to IronNet by Customer for use of the allegedly infringing IronNet Offering depreciated on a five (5) year straight line basis.

(b) Exclusions. Notwithstanding anything to the contrary in this Agreement, IronNet shall have no obligations to Customer pursuant to this Section 6.2 (IronNet Indemnity) with respect to any infringement or alleged infringement resulting or arising from (1) any modifications to an IronNet Offering made by any person or entity other than IronNet that is not previously approved by IronNet, (2) any use of an IronNet Offering by Customer or its Users beyond the scope of the express rights and licenses granted in this Agreement, (3) any use of an IronNet Offering in combination with other service, software, hardware or data, (4) IronNet's compliance with Customer's request for changes to an IronNet Offering or with Customer's designs, specifications or instructions, or (5) in the case of on premises software (vs. Subscription SaaS), failure of the Customer to maintain current updates and maintenance services with IronNet.

7. CONFIDENTIALITY.

7.1 Confidential Information. "Confidential Information" means any and all non-public technical and non-technical information disclosed by one party (the "Disclosing Party") to the other party (the "Receiving Party") in any form or medium, whether oral, written, graphical or electronic, pursuant to this Agreement, that is marked confidential and proprietary, or that the Disclosing Party identifies as confidential and proprietary, or that by the nature of the circumstances surrounding the disclosure or receipt ought to be treated as confidential and proprietary information, including but not limited to: (i) techniques, sketches, drawings, models, inventions (whether or not patented or patentable), know-how, processes, apparatus, formulae, equipment, algorithms, software programs, software source documents, training materials, APIs, and other creative works (whether or not copyrighted or copyrightable); (ii) information concerning research, experimental work, development, training, design details and specifications, engineering, financial information, procurement requirements, purchasing, manufacturing, customer lists, business forecasts, sales and merchandising and marketing plans and information; (iii) proprietary or confidential information of any third party who may disclose such information to Disclosing Party or Receiving Party in the course of Disclosing Party's business; and (iv) this Agreement. Confidential Information of IronNet shall include, without further need for marking or designation, each IronNet Offering, product information and associated data, financials and Documentation. Confidential Information also includes all summaries and abstracts of Confidential Information.

7.2 Non-Disclosure. Each party acknowledges that in the course of the performance of this Agreement, it may obtain the Confidential Information of the other party. The Receiving Party shall, at all times, both during the Term and thereafter, keep in confidence and trust all of the Disclosing Party's Confidential Information received by it. The Receiving Party shall not use the Confidential Information of the Disclosing Party other than as necessary to fulfill the Receiving Party's obligations or to exercise the Receiving Party's rights under this Agreement. Each party agrees to secure and protect the other party's Confidential Information with the same degree of care and in a manner consistent with the maintenance of such party's own Confidential Information (but in no event less than reasonable care), and to take appropriate action by instruction or agreement with its employees, affiliates or other agents who are permitted access to the other party's Confidential Information to satisfy its obligations under this Section. The Receiving Party shall not disclose Confidential Information of the Disclosing Party to any person or entity other than its officers, employees, affiliates and agents who need access to such Confidential Information in order to achieve the intent of this Agreement and who are subject to confidentiality obligations at least as stringent as the obligations set forth in this Agreement.

7.3 Exceptions to Confidential Information. The obligations set forth in Section 7.2 (Non-Disclosure) shall not apply to the extent that Confidential Information includes information which: (i) was known by the Receiving Party prior to receipt from the Disclosing Party either itself or through receipt directly or indirectly from a source other than one having an obligation of confidentiality to the Disclosing Party; (ii) was developed by the Receiving Party without use of the Disclosing Party's Confidential Information; or (iii) becomes publicly known or otherwise ceases to be secret or confidential, except as a result of a breach of this Agreement or any obligation of confidentiality by the Receiving Party. Nothing in this Agreement shall prevent the Receiving Party from disclosing Confidential Information to the extent the Receiving Party is legally compelled to do so by any governmental investigative or judicial agency pursuant to proceedings over which such

agency has jurisdiction; provided, however, that prior to any such disclosure, the Receiving Party shall (i) assert the confidential nature of the Confidential Information to the agency; (ii) unless prohibited by law, immediately notify the Disclosing Party in writing of the agency's order or request to disclose; and (iii) cooperate fully with the Disclosing Party in protecting against any such disclosure and/or obtaining a protective order narrowing the scope of the compelled disclosure and protecting its confidentiality.

8. PROPRIETARY RIGHTS.

8.1 **Ownership.** Customer acknowledges that each IronNet Offering, work product, and all Intellectual Property Rights therein, are the sole and exclusive property of IronNet and its licensors. IronNet acknowledges that the Customer System, and all Intellectual Property Rights therein, is the sole and exclusive property of Customer and its licensors. Each party retains all other rights not expressly granted in this Agreement. For the avoidance of doubt, no IronNet offering, nor any IronNet services, nor any work product resulting therefrom, shall be considered "works made for hire".

8.2 **Limited Feedback License.** Customer hereby grants to IronNet, at no charge, a non-exclusive, royalty-free, worldwide, transferable, sublicensable (through one or more tiers), perpetual, irrevocable license under Customer's Intellectual Property Rights in and to suggestions, comments and other forms of feedback ("Feedback") regarding an IronNet Offering and IronNet Developments provided by or on behalf of Customer to IronNet, including Feedback regarding features, usability and use, and bug reports, to reproduce, perform, display, create derivative works of the Feedback and distribute such Feedback and/or derivative works in an IronNet Offering or any other products or services. Feedback is provided "as is" without warranty of any kind.

8.3 **Press Releases, Use of logo, Announcements.** Each party will submit to the other party, for its prior written approval, any press release, case study, or any other public statement ("Press Release") regarding the transactions contemplated hereunder. Notwithstanding the foregoing, IronNet may use Customer's name and logo in marketing materials and on its website to identify Customer a customer of IronNet. Customer hereby grants to IronNet a limited, non-exclusive license, without right to sublicense, to use the trademarks and logos of Customer for this limited marketing purpose. If Customer participates in any partner or marketing program which allows for greater use of marks and greater need for Customer participation in public statements or case studies, then the terms of such program shall supersede these restrictions. IronNet will abide by any standard trademark or logo usage requirements provided in writing by Customer. Notwithstanding the preceding, either party may make disclosures as required by law as reasonably advised by legal counsel without the consent of the other party and in such event, the disclosing party will provide at least five (5) business days prior written notice of such disclosure. Customer shall use reasonable efforts to engage in being a case study if requested by IronNet.

9. LIMITATION OF LIABILITY.

9.1 **No Consequential Damages.** IRONNET AND ITS LICENSORS SHALL NOT BE LIABLE FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, OR ANY DAMAGES FOR LOST DATA, BUSINESS INTERRUPTION, LOST PROFITS, LOST REVENUE OR LOST BUSINESS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF IRONNET OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING WITHOUT LIMITATION, ANY SUCH DAMAGES ARISING OUT OF THE LICENSING, PROVISION OR USE OF IRONNET HARDWARE, AN IRONNET OFFERINGS, IRONNET SOFTWARE MAINTENANCE AND SUPPORT SERVICES, IRONNET PROFESSIONAL SERVICES, OR RESULTS THEREOF. IRONNET WILL NOT BE LIABLE FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES.

9.2 **Limits on Liability.** IRONNET AND ITS LICENSORS SHALL NOT BE LIABLE FOR CUMULATIVE, AGGREGATE DAMAGES EQUAL THE SUM OF THE AMOUNTS HAVING ACTUALLY BEEN PAID BY CUSTOMER (OR APPLICABLE RESELLER) TO IRONNET IN CONNECTION WITH THE ORDERING DOCUMENT GIVING RISE TO THE CLAIM DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE THE CLAIM AROSE, MINUS, IN ALL CIRCUMSTANCES, ANY AMOUNTS PREVIOUSLY PAID (AS OF THE DATE OF SATISFACTION OF SUCH LIABILITY) BY IRONNET (OR APPLICABLE RESELLER) TO CUSTOMER IN SATISFACTION OF ANY LIABILITY FOR DAMAGES UNDER THIS AGREEMENT. CUSTOMER RELEASES IRONNET AND ITS LICENSORS FROM ALL OBLIGATIONS, LIABILITY, CLAIMS, OR DEMANDS RELATING TO THE IRONNET HARDWARE, THE IRONNET OFFERINGS, IRONNET SOFTWARE MAINTENANCE AND SUPPORT SERVICES, OR IRONNET PROFESSIONAL SERVICES, AND THIS AGREEMENT IN EXCESS OF THE LIMITATION PROVIDED FOR IN THIS SECTION 9.2.

9.3 **Essential Purpose.** Customer acknowledges that this Agreement in this Section 9 (Limitation of Liability) are an essential basis of the bargain described in this Agreement and that, were IronNet to assume any further liability, the fees payable under the Ordering Document would out of necessity, be set much higher. THE LIMITATIONS IN THIS SECTION 9 (LIMITATION OF LIABILITY) SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND SHALL APPLY EVEN IF AN EXCLUSIVE OR LIMITED REMEDY STATED HEREIN FAILS OF ITS ESSENTIAL PURPOSE.

10. TERM AND TERMINATION.

10.1 **Term.** The term of this Agreement is set forth in the Ordering Document, unless earlier terminated as provided in this Agreement.

10.2 **Termination for Cause.** Either party may terminate this Agreement upon written notice to the other party in the event the other party (a) becomes insolvent or bankrupt or admits its inability to pay its debts as they mature, makes an assignment for the benefit of its creditors or ceases to function as a going concern or to conduct its operations in the normal course of business and such termination shall occur immediately upon notice; or (b) commits a material breach of any provision of this Agreement and does not remedy such breach within thirty (30) days after receipt of notice from the non-defaulting party or such other period as the parties may agree.

10.3 **Effects of Termination.** Upon expiration or termination of this Agreement, (i) Customer's use of and access to the IronNet Offerings and the performance of all IronNet Support Services and IronNet Professional Services shall cease; (ii) Customer shall promptly return, at its expense any IronNet Hardware provided by IronNet or Reseller that has not been purchased by Customer and (iii) all fees and other amounts owed under this Agreement shall be immediately due and payable by Customer, including without limitation, all fees incurred through the date of termination for any IronNet Professional Services completed and a pro-rated portion of the fees incurred for any partially completed IronNet Professional Services. In addition, within ten (10) days of the effective date of termination each Receiving Party shall (a) return to the Disclosing Party, or at the Disclosing Party's option, the Receiving Party shall destroy, all items of Confidential Information then in the Receiving Party's possession or control, including any copies, extracts or portions thereof, and (b) upon request shall certify in writing to Disclosing Party that it has complied with the foregoing.

10.4 **Survival.** This Section 10.4 (Survival) and Sections 1 (Definitions), 5 (Representations and Warranties), 6 (Indemnification), 7 (Confidentiality), 8 (Proprietary Rights), 9 (Limitation of Liability), 10.3 (Effects of Termination), and 11 (Miscellaneous), and any accrued obligations, shall survive any termination or expiration of this Agreement. Furthermore, any provision which reasonably would be understood by its nature to survive, shall so survive.

11. MISCELLANEOUS.

11.1 **Notices.** Whenever, under this Agreement, any notice, consent, approval, authorization or other information is proper or required to be given by either party, such notice, consent, approval, authorization or other information shall be in writing and shall be given or made by reputable overnight courier with documentation of receipt to the intended recipient thereof or by registered or certified mail, return receipt requested, and with all postage prepaid, to the address set forth in the preamble of this Agreement or to such other address for either party as may be supplied by notice given in accordance herewith. All notices shall be sent to the individuals identified in the Ordering Document. In addition, a copy of all notices to IronNet shall be sent by email to legalnotice@ironnet.com.

11.2 **Amendment; Waiver; Conflict.** This Agreement may be amended or supplemented only by a writing that is signed by duly authorized representatives of both parties. No term or provision hereof shall be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by either party, whether express or implied, shall constitute consent to, waiver of, or excuse of any other, different, or subsequent breach by either party. If Customer acquired an IronNet Offering or Service directly from IronNet, then if any conflict arises between the Ordering Document and this Agreement the terms of the Ordering Document shall control.

11.3 **Severability.** If any provision of this Agreement is held invalid or unenforceable for any reason, the remainder of the provision shall be amended to achieve as closely as possible the economic effect of the original term and all other provisions shall continue in full force and effect.

11.4 **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of Virginia. In case any dispute or difference shall arise amongst the parties as to the construction of this Agreement or as to any matter or thing of whatsoever nature arising hereunder or in connection herewith, including any question regarding its existence, validity or termination, such dispute or difference shall be referred to a single arbitrator to be appointed by the parties in dispute or, failing agreement within fourteen (14) days after either Party has given to the other Party in dispute a written request to concur in the appointment of an arbitrator, a single arbitrator to be appointed on the request of either party by the American Arbitration Association and such submission shall be a submission to arbitration in accordance with the Rules of the American Arbitration Association as presently in force by which the parties in dispute agree to be so bound. The place of arbitration shall be Washington, DC and the arbitration shall be conducted wholly in the English language. The award of the American Arbitration Association shall be final and binding upon the parties, and the prevailing party may apply to any court of competent jurisdiction for enforcement of such award. Any party shall be entitled to seek preliminary injunctive relief, if available, from any court of competent jurisdiction pending the constitution of the arbitral tribunal or to enforce or protect any of its intellectual property rights. Any dispute between the parties concerning the validity, scope, enforceability, inventorship or ownership of intellectual property rights shall not be subject to resolution by binding arbitration under this Section 11.4, and the parties agree that any such dispute shall be resolved in any court of competent jurisdiction, and each party irrevocably hereby submits to such jurisdiction.

11.5 **Attorneys' Fees.** In any action to enforce this Agreement, the prevailing party shall be awarded all court costs and reasonable attorneys' fees incurred, including such costs and attorneys' fees incurred in enforcing and collecting any judgment.

11.6 **Force Majeure.** Neither party shall be liable for any failure or delay in performance under this Agreement due to fire, explosion, earthquake, storm, flood or other weather; unavailability of necessary utilities or raw materials; Internet service provider failures or delays, or denial of service attacks; war, civil unrest, acts of terror, pandemic, insurrection, riot, acts of God or the public enemy; strikes or other labor problems; any law, act, order, proclamation, decree, regulation, ordinance, or instructions of government or other public authorities, or judgment or decree of a court of competent jurisdiction (not arising out of breach by such party of this Agreement); or any other event beyond the reasonable control of the party whose performance is to be excused.

11.7 **Assignment.** Neither party may assign its rights or obligations under this Agreement, whether voluntarily or by operation of law or otherwise, without the other party's prior written consent. Notwithstanding the foregoing, IronNet may assign this Agreement in connection with a merger, or sale or transfer of all or substantially all of its assets related to this Agreement, or by. Any purported assignment or transfer in violation of this section shall be void. Subject to the foregoing restrictions, this Agreement will bind and benefit the parties and their successors and permitted assigns.

11.8 **Relationship of the Parties.** IronNet is an independent contractor to Customer. There is no relationship of agency, partnership, joint venture, employment, or franchise between the parties. Neither party has the authority to bind the other or to incur any obligation on its behalf.

11.9 **No Third-Party Beneficiaries.** This Agreement are not intended to create a benefit to any party other than the parties hereto and the indemnitees set forth in Section 6, and no party other than a party hereto may bring an action hereunder.

11.10 **Construction of Terms.** Each party acknowledges that it has had the opportunity to have legal counsel review this Agreement and to negotiate this Agreement. Should any questions of construction or interpretation of this Agreement arise, then the parties agree that no presumption shall be applied against the party drafting this Agreement or any portion thereof and that the language of this Agreement shall, in all cases, be construed as a whole according to its fair meaning and not strictly for or against either party.

11.11 **Export.** Each item of IronNet Hardware and each IronNet Offering may be subject to United States and/or foreign export control laws and regulations. Customer agrees to comply strictly with all applicable export laws. Customer acknowledges and agrees that, notwithstanding any rights granted by IronNet to Customer, no such IronNet Hardware or IronNet Offering shall be used, and none of the underlying information, software, or technology may be exported, re-exported or otherwise transferred except as authorized by such export control laws and regulations. Without limiting the foregoing, no such IronNet Hardware or IronNet Offering shall be transferred or disclosed to countries as to which the United States maintains an embargo (collectively, "Embargoed Countries"), or to or by a national or resident thereof, or any person or entity on any sanctions list maintained by the U.S. Department of the Treasury Office of Foreign Assets Control, or the U.S. Department of Commerce's Denied Persons List, Entity List, or Unverified List (collectively, "Restricted Parties"). The lists of Embargoed Countries and Designated Nationals are subject to change without advance notice. Customer represents and warrants that it is not located in, under the control of, or a national or resident of an Embargoed Country or Designated National. All obligations of IronNet hereunder are expressly subject to IronNet obtaining any export control licenses, classifications, or other authorizations that IronNet reasonably determines to be required, provided that IronNet shall not be required to seek such licenses or other authorizations except those that can be obtained through the exercise of commercially reasonable efforts and without unreasonable delay. IronNet and its licensors make no representation that any IronNet Hardware or IronNet Offering is appropriate or available for use in other locations.

11.12 **Entire Agreement.** This Agreement, including the Ordering Document, constitute the entire agreement between the parties relating to this subject matter and supersedes all prior or simultaneous understandings, representations, discussions, negotiations, and agreements, whether written or oral.