

## CUSTOMER VALUE PARTNERS, LLC (CVP) “FIFER” END-USER LICENSE AGREEMENT

THIS DOCUMENT IS FOR CONSUMPTION BY THE AUTHORIZED USER. BY INDICATING YOUR ACCEPTANCE BELOW, OR BY ACCESSING OR USING THE SERVICES (DEFINED BELOW) IN ANY MANNER, YOU ACCEPT AND AGREE THAT YOU AND ALL AUTHORIZED USERS BE BOUND BY ALL OF THE TERMS AND CONDITIONS HEREOF. IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS HEREOF, DO NOT ASSIGN USERS, LICENSES, ACCESS OR USE THE SERVICES.

1. [REDACTED] (“**Licensee**” OR “**You**”) has, pursuant to a Subscription Agreement (defined below), obtained certain rights to access and use the Services.
2. In order to define your rights to access and use the Services, as well as the intellectual property and other rights of Customer Value Partners, LLC, a Delaware Limited Liability Company (“**CVP**”), this is a binding and enforceable legal contract between You and CVP.
3. The Subscription Agreement remains in full force and effect, enforceable in accordance with its terms between CVP and Licensee, and is not amended or modified in any respect by these Regulations. You are not a party to the Subscription Agreement, nor a third-party beneficiary thereof.
4. The following definitions apply.
  - (a) “**Authorized User**” means any individual who is an employee, consultant, subcontractor, or independent contractor of the Licensee, or any other third-party authorized by the Licensee to access and use the Subject Program(s) in the ordinary course of Licensee’s business.
  - (b) “**FIFER**” means the Artificial Intelligence platform and software owned by CVP.
  - (c) “**Federal Agency**” shall have the meaning given in Federal Acquisition Regulation (FAR) §2.101.
  - (d) “**Subscription Agreement**” means a valid, binding and enforceable written agreement, between CVP and Licensee, pursuant to which Licensee has certain rights and duties with respect to the access and/or use of FIFER, as the same may be amended, renewed or extended from time to time.
  - (e) “**Output**” means all recorded information, regardless of the form or method of recording, made available, reported, downloaded or otherwise compiled or generated from the Services.

(f) “**Permitted Uses**” means, unless otherwise specified in the Subscription Agreement, the internal business operations of Licensee (including providing services on an inter-company service basis for other entities that are Licensees under the Subscription Agreement); *provided, however*, that, with respect to any Licensee which is a Federal Agency, “Permitted Uses” means the internal operations of such Federal Agency, excluding cooperative agreements with international or multi-national defense organizations, or sales or transfers by the United States Government to foreign governments or international organizations and excluding any rights to use, modify, reproduce, release, perform, display, or disclose technical data or the Subject Program(s) for commercial purposes or authorize others to do so.

(g) “**Services**” means the access to and use of FIFER. CVP may update the Services with Updates at any time in its sole discretion.

(h) “**Subject Program(s)**” means, individually or collectively as the context requires, those discrete modules or functional components of CVP’s FIFER proprietary software application, including any updates thereto, for which Licensee has rights to access and use pursuant to the Subscription Agreement.

(i) “**Licensee Data**” means recorded information, regardless of the form or method of recording, which is (i) owned or controlled by Licensee, (ii) stored or maintained on one or more file servers or other storage devices owned or controlled by Licensee and (iii) read into memory, accessed, used or manipulated in connection with Licensee’s use of the Subject Programs under the Subscription Agreement.

(j) “**Tag**” means a keyword or term assigned to an item such as an image, record, computer file, etc. that allows the item to be located or otherwise identified by browsing or searching.

(k) **Term and Termination:**  
“Term” means the term of the Subscription Agreement, except that the “Term” shall automatically terminate (without any required action by, or advance notice from, CVP) upon either:

(i) **Expiration:** The Term shall expire upon the expiration date set forth in the Subscription Agreement, unless renewed or extended by mutual written agreement of the Parties.

(ii) **Suspension or Termination for Breach:** CVP may immediately suspend or terminate access to the Services if it determines that Licensee or any Authorized User is in breach of the terms or is using the Services inappropriately. CVP shall notify Licensee of the breach and provide a reasonable period for rectification, unless termination is due to a material breach.

(iii) **Termination by Either Party:** Either party may terminate this Agreement by

providing 60 days' written notice to the other party.

(l) **Price List** means the list of standard fees, charges, and pricing models for the Services as provided by CVP to Licensee. The **Price List** serves as a reference for the general pricing structure but does not constitute the actual fees or charges applicable to the Licensee, which are specified in the Subscription Agreement between the Licensee and CVP.

5. Your rights are derived from, and subject and subordinate to, the Subscription Agreement and these Regulations. CVP grants You a non-exclusive, non-transferable, limited right and license (the "End-User Rights") to access and use the Services solely for Permitted Uses during the Term of this Agreement, subject to the terms and conditions of both the Subscription Agreement and this End-User License Agreement (EULA). Upon any expiration of the Term or termination of the Subscription Agreement, your End-User Rights shall automatically terminate (without any required action by, or advance notice from, CVP).

#### 5.1 Pricing and Fees:

a. The general pricing model for the Services, including fees associated with Authorized Users, is outlined in the **Price List** provided by CVP. The Price List serves as a reference for the general pricing structure but does not define the exact pricing agreed upon by the Licensee. The terms of this pricing and any associated fees are governed exclusively by the **Subscription Agreement** between Licensee and CVP. Any modifications to the pricing or fees shall be made through an amendment to the **Subscription Agreement**, which governs the actual pricing for the Licensee.

b. **Increase in Number of Authorized Users and Additional Fees:** The Licensee acknowledges and agrees that any increase in the number of **Authorized Users** (including Subsidiaries, consultants, contractors, or other third parties) who are authorized to access the Services may result in additional fees, as outlined in the **Price List**. Such additional fees will be based on the terms set forth in the **Subscription Agreement** and may require an amendment or modification of the **Subscription Agreement**. CVP and the Licensee agree that such modifications shall be executed through a written amendment to the **Subscription Agreement**.

5.2 Audit Rights. CVP reserves the right to audit the usage of the Services. If it is found that the usage of the service exceeds the licensed amount per the applicable **Subscription Agreement**, CVP will notify the Licensee. Licensee shall immediately pay the additional fees required for the overage, retroactively to the date of the original license or the start of the overage period, in accordance with the terms set forth in the Price List. The Licensee acknowledges and agrees that such retroactive payments are due for any period

in which the overage occurred, and such fees will be based on the number of Authorized Users identified during the audit.

6. You shall not:

(a) market, distribute, sell, rent, license, sublicense or resell the Services, in whole or in part, or rights to access or use the Services, or any part thereof, whether as a distributor, reseller or otherwise;

(b) attempt, or knowingly permit or encourage others to attempt, to decompile, decipher, disassemble, reverse engineer (unless expressly permitted by applicable law) or otherwise decrypt or discover the source code of all or any portion of the Subject Program(s);

(c) use the Services to provide processing services to third parties, to provide commercial timesharing, rental or sharing arrangements to third parties, on a “service bureau” basis, or to otherwise allow any third-party to directly or indirectly use the Services for itself or for the benefit of any other party;

(d) utilize framing or similar techniques to present or display the Services on any website;

(e) distribute, publish, facilitate, enable, or allow access to the Services to any other person; or

(f) export, ship, transmit or re-export any part of the Services in violation of any applicable law or regulation including the Export Administration Act of 1979 or the Export Administration Regulations issued by the United States Department of Commerce.

(g) Licensee's Legal Compliance: Licensee is responsible for ensuring compliance with all applicable laws, including but not limited to data protection, privacy, and export control regulations, and for obtaining all necessary consents for international data transfers if applicable.

7. Your Account shall only be used by You and only in connection with Permitted Uses for and on behalf of Licensee and may not be used for any other purpose. You are responsible for safeguarding your account. Sharing, selling or transferring your account to any other person or making it available to multiple users on a network is strictly prohibited.

8. You shall not take any action to interfere with, interrupt, destroy or limit the functionality of the Services or any computer software or hardware or telecommunications equipment. You shall not use Services in any manner that could damage, disable, overburden, or impair any CVP server, or the network(s) connected to any CVP server, or interfere with any other party's use and enjoyment of any Services.

9. In accordance with the Subscription Agreement, CVP makes no warranty or guarantee that unauthorized third parties will not be able to defeat those measures or use your personal information for improper purposes. You acknowledge that You provide your personal information at your own risk.

10. Notwithstanding anything to the contrary in this Agreement, as between You and CVP:

(a) all title to, ownership of and all proprietary rights (including patent rights, copyrights, trade secrets and other intellectual property rights) in and to Services (including CVP's FIFER proprietary software application) shall remain vested solely and exclusively in CVP; and

(b) all appropriate copyright and other proprietary notices and legends shall be retained on FIFER. Except for your limited rights to access and use the Services as described herein, You shall have no further rights, titles or interests in or to Services (including CVP's FIFER proprietary software application).

c. License to Generated Output: You retain ownership of all Output generated through your use of the Services.

d. Fifer constitutes pre-existing intellectual property owned exclusively by CVP prior to the Effective Date of this Agreement. All Fifer IP is and shall remain the sole and exclusive property of CVP. Nothing in this Agreement grants Licensee any license, right, title, interest, or ownership in Fifer or any Fifer IP beyond the limited use rights expressly granted herein.

11. You must comply with applicable laws regarding privacy and confidentiality of Licensee Data. You acknowledge and agree that You are subject to internal policies regarding the use or disclosure of Licensee Data, as well as applicable laws governing the confidentiality, non-use and non-disclosure of Licensee Data.

12. CVP makes no representations or warranties to You. As between You and CVP, THE SERVICES ARE MADE AVAILABLE ON AN "AS IS," "AS AVAILABLE" AND "WITH ALL FAULTS" BASIS. CVP EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND OR NATURE, WHETHER EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, INTEROPERABILITY AND NON-INFRINGEMENT.

13. CVP's liability, if any, is strictly limited. To the fullest extent permitted by law, CVP SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL,

SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, SERVICE FAILURES, OR OTHER INTANGIBLE LOSSES, EVEN IF CVP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY APPLIES WHETHER THE CLAIM ARISES OUT OF CONTRACT, TORT, NEGLIGENCE, OR OTHERWISE, AND INCLUDES ANY CLAIMS ARISING FROM THIRD-PARTY CLAIMS. YOU AGREE THAT CVP SHALL HAVE NO DUTIES, LIABILITIES, OR OBLIGATIONS TO YOU EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT.

**14. Indemnification:**

Licensee agrees to indemnify, defend, and hold harmless CVP, its affiliates, officers, directors, employees, agents, and contractors from and against any and all claims, damages, liabilities, and expenses (including attorneys' fees) arising from the use of the Services by the Licensee or its Authorized Users, including any third-party claims related to misuse, unauthorized access, data security breaches, or non-compliance with applicable laws. This indemnification obligation shall survive the termination of this Agreement.

15. You waive any claims, demands or causes of action against CVP. Except as otherwise expressly provided in the Subscription Agreement, CVP shall not be responsible or liable, directly or indirectly, for any damage or loss incurred or suffered by You or other persons in connection with the access or use of the Services. You expressly acknowledge and agree, and You hereby irrevocably and unconditionally waive and relinquish any claims or demands against CVP to the contrary (and agree to indemnify CVP against the same), that CVP shall not be liable to You for any claims, demands, damages or causes of action of any kind or nature related to or arising from:

- (a) any modification, suspension or discontinuance of the Services or
- (b) for any loss or damage arising from or related to your access to or use of the Services.

16. CVP is not responsible for Third-Party Websites. The Services (including any software, data, content or copyrightable subject matter found or accessible by or through the Services) may contain links to internet websites or other electronic resources or content owned, controlled or operated by third parties ("**Third-Party Websites**"). CVP does not endorse or assume any responsibility for the content, privacy policies, or practices of Third-Party Websites. Accessing and using Third-Party Websites is done at your own risk. CVP exercises no control whatsoever over such other Third-Party Websites or the software, data, information, content or other materials found on such Third-Party Websites. CVP shall not be liable under any circumstance, and bears no responsibility, for any claims, demands, damages or causes of action of any kind or nature related to or arising from your access or use of any Third-Party Website or the

information, materials or other content displayed on or accessible through such Third-Party Website.

17. CVP may modify these terms and conditions. With respect to You, CVP reserves the right, in its sole discretion, to update, amend, modify or supplement the terms of these terms and conditions at any time, provided that any such update, amendment, modification or supplement complies with the terms and conditions of the Subscription Agreement between CVP and Licensee.

**18. Assignment and Transfer**

Licensee may not assign or transfer its rights or obligations under this Agreement without CVP's prior written consent, except in the case of a corporate merger, acquisition, or sale of substantially all assets, provided the successor entity agrees to be bound by the terms of this Agreement.

19. Any notices to CVP must be delivered in writing by electronic mail. All notices, requests or other communications required or permitted under this Agreement shall be in writing and shall be delivered via internet electronic mail as follows: (a) if to You, addressed to the electronic mail address on file with CVP relative to your account registration for the Services, and (b) if to CVP, addressed to the following electronic mail address: [contracts@cvpcorp.com](mailto:contracts@cvpcorp.com). All notices, except notices of change of address, shall be deemed given when electronically mailed and notices of change of address shall be deemed given when received. By registering an account with CVP, you consent to receiving electronic communications and notices from CVP, and agree that any such communication will satisfy any legal communication requirements, including that such communications be in writing.

20. The following additional important terms and conditions apply:

- a. You shall not sell, assign, sublicense or otherwise transfer, in whole or in part, directly or indirectly, by operation of law, any of your rights or obligations under these terms and conditions without CVP's prior written consent, which consent may be withheld, delayed or conditioned in CVP's sole discretion for any reason or for no reason.
- b. If any of the provisions of these terms and conditions shall be found to contravene any binding law or governmental regulation, it is agreed that the invalidity, unenforceability or illegality of such provision should not invalidate the whole of these terms and conditions, but these terms and conditions shall be construed as if it did not contain the provision or provisions found to be invalid in the particular jurisdiction(s) concerned, and the rights and obligations of the parties hereto shall be construed and enforced accordingly.

- c. The failure of CVP to take any action under these terms and conditions, or the waiver of a breach of these terms and conditions, shall not affect CVP's rights to require performance hereunder or constitute a waiver of any subsequent breach. To be valid, a waiver shall be in writing but need not be supported by consideration.
- d. Should CVP incur attorneys' fees or costs in order to enforce these terms and conditions, whether or not a legal action is instituted, CVP shall be entitled to recover its reasonable attorneys' fees and costs, in addition to all other rights and remedies it may have at law or in equity.
- e. These terms and conditions shall be fairly interpreted in accordance with its terms without any strict construction in favor of or against either party, and ambiguities shall not be interpreted against the drafting party. In interpreting these terms and conditions, the word "or" shall not be construed as exclusive, and the word "including" shall not be construed as limiting. The headings herein are for reference only and shall not define or limit the provisions hereof.
- f. These terms and conditions and any claims arising out of these terms and conditions shall be governed by and construed in accordance with the substantive laws of the Commonwealth of Virginia, without regard to conflicts of law principles. The parties irrevocably and unconditionally consent to the exclusive jurisdiction of the Fairfax County Circuit Court, Fairfax, Virginia or the U.S. District Court for the Eastern District of Virginia, Alexandria, Virginia and hereby irrevocably and unconditionally waive any defense or objection, whether procedural or otherwise, based upon lack of personal jurisdiction, inconvenient forum or the like. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT TO TRIAL BY JURY.
- g. You acknowledge that CVP, at its own discretion, will assign tags to the information incorporated into the Services, including but not limited to, Licensee data.
- h. You agree that CVP, in compliance with all applicable Federal and state laws, stores and uses all Licensee data and information required for the business relationship between You and CVP or resulting from said relationships. Furthermore, all Licensee data and information disclosed to CVP may also be disclosed to CVP-affiliated companies for processing at CVP's discretion, including but not limited to providing services, fulfillment of legal requirements for CVP's internal audit and/or supervisory requirements, and to improve services or design promotions.
- i. FIFER constitutes a "commercial item" (as defined in FAR 2.101). If used by or provided to the U.S. Government under these Regulations and this Agreement, the U.S. Government acknowledges that:

(i) such FIFER constitutes “commercial computer software” or “commercial computer software documentation” for purposes of 48 C.F.R. 12.212 and 48 C.F.R. 227.7202;

(ii) such data, technical data and documentation are commercial items for purposes of 48 C.F.R. 12.211 and 48 C.F.R. 227.7102, as applicable; and

(iii) the U.S. Government’s rights are limited to those specifically granted pursuant to these Regulations.

21. This is a complete expression of the entire agreement between CVP and You. These terms and conditions contain the entire agreement of the parties with respect to the subject matter of these terms and conditions and supersedes all previous or contemporaneous communications, representations, understandings and agreements, either oral or written, between the parties with respect to said subject matter.

*IN WITNESS WHEREOF, the Parties have executed this End User License Agreement as of the date last written below, each by its duly authorized representative. By signing below, Licensee acknowledges that it has read, understood, and agrees to be bound by all terms and conditions of this Agreement, and CVP agrees to provide access to the Services in accordance with the terms set forth herein.*

**CUSTOMER VALUE PARTNERS, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**LICENSEE**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_