



HOSTED SOFTWARE ACCESS AGREEMENT – VELLOX REVERSER™

IMPORTANT: PLEASE READ THIS HOSTED SOFTWARE ACCESS AGREEMENT (THE “**AGREEMENT**”) CAREFULLY. BY SIGNING BELOW, CLICKING “CONTINUE,” “AGREE,” “ACCEPT”, OR OTHER SIMILAR ACT, OR ACCESSING, USING, CREATING A LOGIN OR ACCOUNT, OR OTHERWISE PLACING AN ORDER TO SUBSCRIBE TO THE BOOZ ALLEN VELLOX REVERSER SOFTWARE PLATFORM (“**SERVICE**”), YOU ARE SIGNIFYING YOUR ACCEPTANCE AND AGREEMENT TO BE BOUND BY THE TERMS AND CONDITIONS INCLUDED IN THIS AGREEMENT. IF YOU ARE ACTING ON BEHALF OF A COMPANY, GOVERNMENT, ORGANIZATION OR OTHER LEGAL ENTITY (COLLECTIVELY “**CUSTOMER**”), YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO ACT ON BEHALF OF AND TO BIND THE CUSTOMER LEGALLY TO THIS AGREEMENT. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE TO ALL THE TERMS AND CONDITIONS IN THIS AGREEMENT, NEITHER YOU NOR THE CUSTOMER MAY ACCESS, USE OR PLACE AN ORDER FOR THE SERVICE.

IF THE CUSTOMER IS THE U.S. GOVERNMENT, OR ANY AGENT OR CONTRACTOR THEREOF THAT IS ACTING ON THE BEHALF OF THE U.S. GOVERNMENT OR UNDER A CONTRACT THEREWITH, BY ACCESSING OR OTHERWISE USING THE SERVICE IN ANY MANNER, YOU ARE AFFIRMING THAT YOU HAVE READ, YOU UNDERSTAND, AND YOU AGREE TO COMPLY AND BE LEGALLY BOUND BY THE TERMS OF THIS AGREEMENT AND THAT IN DOING SO, YOU ARE EXPRESSLY AGREEING TO PRIVACY OF CONTRACT BETWEEN YOU AND BOOZ ALLEN HAMILTON (“**BOOZ ALLEN**”) AS IT RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF HOW THE SERVICE WAS PROCURED, OBTAINED, OR OTHERWISE ACCESSED.

1. DEFINITIONS. The following definitions are in addition in capitalized terms defined elsewhere in this Agreement.

“**Access Credentials**” means the username, password or passphrase, or other unique method for identifying an individual Authorized User, with a discrete email address, whereby such Authorized User logs in and accesses the service.

“**Administrator User(s)**” means an Authorized User designated by Customer to serve as a technical or system administrator on behalf of Customer.

“**Allotment**” means the total number of Samples for which Customer purchases the right to submit to and receive an Output through the Service during the Term, as stated in the applicable Order. Excluded Samples are not counted against and are excluded from the Allotment.

“**Authorized User**” means the authorized individuals with a discrete, verifiable email address for whom Customer has provided the right to access and submit Samples to the Service for Customer purposes, as set forth in the Order.

“**Customer**” means the legal entity that has been granted a license to use the Service by Booz Allen in accordance with the terms and conditions set forth in this Agreement.

“**Customer Data**” means data originating from the Customer other than the Sample. that is Customer’s confidential and proprietary information. For the avoidance of doubt, Customer Data does not include customer support requests/tickets and/or Statistical Information pursuant to Section 13.10.

“**Documentation**” means the user guides, manuals, tip sheets, and other writings related to the use of the Service provided by Booz Allen.

“**Excluded Sample**” means a Sample for which the Service does not produce an Output.

“**Fees**” means all amounts payable to Booz Allen under this Agreement for Customer’s access to and use of the Service.

“**Order**” means the separate document (such as a product order form) or communication through the Service whereby Customer purchases Allotments or a PAYG model for submission of Samples to the Service.

“**Output**” means the report generated by the Service after analyzing a Sample submitted to the Service.

“**Overage**” means any Sample submitted during the Term that exceeds the total number of Samples permitted under the Allotment. Overage does not apply to the PAYG model.



“Overage Limit” means the maximum Overage Price during the Term of the Allotment that Customer is responsible to pay.

“Overage Price” is the price per Overage times the number of Samples by which an Allotment is exceeded during the Allotment term.

“Pay as You Go” or “PAYG” means an alternate use and payment model to an Allotment purchase. Under PAYG, Customer purchases a designated number of samples at a pay per sample price specified in the Order. Section 1 definitions of “Overage” and “Overage Cost” and “Overage Limit”, as well as Section 6.3 do not apply to PAYG.

“Sample” means a malware file submitted in the scripts specified in the then current Service documentation and meeting the Sample Size Limit submitted to the Service for analysis to obtain an Output.

“Sample Size Limit” means a file size limit, over which a Sample cannot be submitted or analyzed.

“Service Support” means Booz Allen support that the Customer is entitled to pursuant to an Order or Documentation.

“Term” means the period of time during which Customer may submit Samples for which it has the right to submit to the Service as part of an Allotment or PAYG arrangement as purchased by Customer. Term is further defined for each model in Section 7.

“Third-Party Software” means various software or applications provided by a person or legal entity (including Customer) other than Booz Allen.

2. ORDER AND ACCOUNT REGISTRATION

- 2.1 Order Information and Effect. The Order shall set forth descriptive terms for the Customer, Allotment or PAYG model, Allotment or PAYG Fees per Sample, Term, and total Fees. This Agreement is hereby incorporated into any such Order, and such Order is subject to all terms and conditions herein, including without limitations Section 13.5.
- 2.2 Account Registration. Customer will be provisioned an Administrative User account by Booz Allen once a customer has been vetted and the Order is executed.
- 2.3 Service Support. Service Support will be provided in accordance with the accompanying Order and/or Documentation.

3. RIGHTS AND RESTRICTIONS

- 3.1 Grant of Rights.
 - 3.1.1 During the Term, Booz Allen grants to Customer a non-exclusive, non-transferable, non-assignable, revocable, worldwide right to access and use the Service, including any Documentation, to submit Samples in accordance with the Allotment(s) or PAYG model purchased, for Customer’s internal business operations, subject to the terms and conditions set forth in this Agreement. If Customer has purchased an Allotment, once the Allotment (along with any Overage in accordance with 6.3) has been exhausted, Customer will not be able to submit additional Samples until Customer makes a subsequent purchase of an Allotment or PAYG.
 - 3.1.2 Customer hereby grants to Booz Allen the right and license to use, analyze and prepare Outputs pertaining to Samples submitted to the Service, and to use the Samples to train Booz Allen personnel, systems, and artificial intelligence software, tools, language models, databases, and engines.
- 3.2 Acceptable Use. Customer may submit Samples in accordance with the instructions in the accompanying Documentation. Any Sample that exceeds the then-current Sample Size Limit or does not comply with the acceptable scripts specified in such Documentation will be rejected. Customer may not submit classified information or Controlled Unclassified Information to the Service. Additionally, Customer shall always conduct itself in a professional and ethical manner while using the Service.
- 3.3 Restrictions. Customer shall not, and shall not permit any other person or entity to: (i) copy, alter, modify, or make derivative works of the Service; (ii) reverse engineer, reverse assemble or decompile, or otherwise attempt to derive source code from, the Service or any portion thereof; (iii) access, or use, or allow the accessing or use of, the Service for any unfair or deceptive practices or in



contravention of any federal, state, local, foreign, or other applicable laws, or rules and regulations of regulatory or administrative organizations; (iv) act in a fraudulent, tortious malicious, harassing, offensive, abusive, or negligent manner when using the Service; (v) rent, sell, license, sublicense, distribute, disclose, or remarket the Service, or provide access to the Service, or submit Samples to the Service on behalf of, any third party; (vi) except as part of Samples submitted to be analyzed by the Service, introduce in or to the Service, or transmit via the Service, any materials that contain trojan horses, viruses, worms, time-bombs, keystroke loggers, spyware, malware, adware, or implement a denial of service attack or introduce or implement any other code or routine designed to or which results in disruption or damage to, or adversely affects the operation of the Service, the systems through which the Service is offered, or any other computer system; (vi) use the Service for any unlawful or fraudulent purpose or effect, or to harm, or threaten, harass, embarrass, or abuse any individual or entity (including without limitation developing or introducing malware for analysis by the Service with the intent of developing, engineering, enhancing or refining malware for any malicious or unlawful purpose); (vii) use the Service to knowingly receive, upload, download, or otherwise use or exploit material that may be obscene, offensive, or violates any individual's personal rights; (viii) procure or send unsolicited or unauthorized advertising or promotional material, or similar form of solicitation (commonly known as "spam"); (ix) upload any personally identifiable information, personal health information, classified information, controlled defense information, controlled unclassified information, export controlled information as provided under U.S. law or those of the host nation from which the Service is accessed by Customer or any Authorized User; or (x) remove, minimize, block, obscure or modify any logos, trademarks, copyright, digital watermarks, or other notices (proprietary or otherwise) of Booz Allen, its third-party partners and suppliers, or open-source notices and acknowledgements that are included in the Service, including any Output, content made available through the Service and Documentation provided. Customer is responsible for all acts and omissions of its Authorized Users.

- 3.4 Verification of Use. Customer is responsible for monitoring its own use of the Service and shall immediately report to Booz Allen any use or access in excess of that specified in the Order or in violation of this Agreement. Further, Booz Allen may monitor Customer's use of the Service to verify Customer's compliance with this Agreement and the use and access levels specified in the Order.
- 3.5 Suspension of Use. Booz Allen may immediately suspend Customer's or any individual Authorized User's use and access to the Service, without prior notice, if Booz Allen does so to protect its other customers, or the security, availability and integrity of the Service and the systems used to host and offer the Service. Booz Allen may notify the Customer of the circumstances resulting in the suspension and will limit the scope and duration of any such suspension as may be reasonably necessary under the circumstances.
- 3.6 Customer Third-Party Software and Services. The Service may allow for integration with various Third-Party Software; see accompanying Documentation for any specific Third-Party Software approved for use with the Service. Any Third-Party Software integrated or used by Customer, whether on its own, through a third-party integrator, or through Booz Allen or its authorized partners ("**Partners**"), shall be at Customer's sole responsibility and risk, and shall not infringe or violate the rights of any other. Customer shall be solely responsible for obtaining any necessary licenses to such Third-Party Software for its own use. Notwithstanding anything to the contrary in this Agreement, and for the avoidance of doubt, Booz Allen has no liability whatsoever for any such Third-Party Software, whether in warranty, indemnity, or otherwise.

4. RESPONSIBILITIES

- 4.1 Description and Limitations of the Service. The Service utilizes agentic artificial intelligence, including Large Language Models provided by one or more third parties, to analyze Samples to determine whether they contain known and pre-identified malware and provides an Output for each Sample successfully analyzed. Neither the Service, any of the Samples, nor the Output are validated by human analysis, and the Service does not, and has no capability to, detect whether or not a Sample contains anything other than malware catalogued by the Service. The Service will not be able to detect classified material, Controlled Defense Information, Controlled Unclassified Information, personally identifiable information, personal health information, or child sexual abuse material, trade secrets or other material protected under intellectual property laws, or any material that is infringing, violates any laws, the rights of any person, or is offensive (collectively "Prohibited Materials"). Nevertheless, Booz Allen reserves the right, but without any obligation, to report to legal authorities any such Prohibited Material contained in a Sample. In all events, Customer is solely responsible for making any notifications or disclosures required legally required based any Sample and will indemnify Booz



Allen against any claims related to failure make any such notification or disclosure.

- 4.2 Security. Booz Allen and its Partners use commercially reasonable security standards and technologies in offering the Service for use, and in compliance with applicable laws governing the processing of data.
- 4.3 Compliance with Laws. Customer agrees to comply with all applicable local, national, and international laws in connection with its permitted use of the Service hereunder (including, without limitation: export licensing requirements; end-user, end-use, and end-destination restrictions; and prohibitions on dealings with sanctioned individuals and entities, including but not limited to persons on the Office of Foreign Assets Control's Specially Designated Nationals and Blocked Persons List or the U.S. Department of Commerce Denied Persons List).
- 4.4 Unauthorized Use. Customer shall immediately notify Booz Allen of any unauthorized use or disclosure of any Access Credential, or of any other known or suspected security breach, and Customer shall use all commercially reasonable efforts to stop or otherwise prevent any further unauthorized access or security breach that is known or suspected. Further, Customer agrees not to provide Booz Allen with any knowingly false or misleading information to gain access to the Service, or otherwise cover up critical details leading to the known or suspected unauthorized access or security breach, including any remediation conducted relating thereto.
- 4.5 Administrator Access. Customer shall be solely responsible for the acts and omissions of its Administrator Users. In no way shall Booz Allen be liable for any loss of data, functionality, or security caused directly or indirectly by Customer's Administrator Users.
- 4.6 Customer Data. Customer is responsible for all content and Customer Data input through, and/or stored on, the Service, including ensuring the content of such data does not violate the terms and conditions of this Agreement. There is no guarantee that Customer Data will be retained or otherwise available to Customer by Booz Allen for any period following the expiration of the Term, and unless required by law to retain such Customer Data, Booz Allen will delete such Customer Data from the Service and applicable servers. In the event of a third-party legal proceeding, or at the request of a valid legal order, Booz Allen will cooperate and comply in accordance with applicable law with respect to the Customer Data; provided, however, Customer shall be obligated to promptly reimburse Booz Allen for any expenses incurred associated with such cooperation and compliance.
- 4.7 License from Customer. Customer hereby grants to Booz Allen a limited, non-exclusive, non-transferable, worldwide license to copy, store, configure, perform, display, analyze, and transmit Customer Data and Samples as Booz Allen deems necessary in its performance obligations in accordance with the terms and conditions of this Agreement.
- 4.8 Modifications and Amendments. Booz Allen may amend its policies and terms and conditions related to the Service, including the functionality of the Service itself, at any time. Booz Allen will notify Customer of these amendments by email, through the Service administrator panel, on its website, or through other means as Booz Allen may deem appropriate. If Customer does not agree to the amendments, it may terminate this Agreement by giving Booz Allen a thirty (30) day written notice from the date Booz Allen provided notice to Customer of the amendment, provided that Customer shall remain responsible for all fees due and payable at the time of such termination.
- 4.9 Feedback. Customer is encouraged to provide suggestions, comments, requests, recommendations, data, or other materials (collectively "**Feedback**") related to the Service. The Feedback shall be deemed to not be proprietary to Customer, and Booz Allen shall have the perpetual, unrestricted right to use, publish, and implement any Feedback, in whole or in part, without notice or obligation to Customer. Any use or nonuse of Feedback is in Booz Allen's sole discretion.

5. DATA OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS

- 5.1 Ownership of the Service. Customer understands that the Service (including all intellectual property included therein) is owned by Booz Allen and that the Service is licensed, on a per Allotment Sample or PAYG submission basis in accordance with the terms and conditions of this Agreement and is not sold to Customer. Customer obtains no rights in or to the Service. Customer acknowledges that the Service may contain security mechanisms delete or disable the Service upon expiration or termination of this Agreement or exhaustion of the Samples purchased in an Allotment. Further, any updates, upgrades, enhancements, or any other future version or development of the Service by Booz Allen (collectively "**Future Versions**") is not subject to, or otherwise included as part of, this Agreement and Customer shall have no rights to the same hereunder. Should Customer desire such Future Versions, Booz Allen may, at its sole option, offer the same to Customer under a separate license for an additional fee.

Booz Allen

5.2 Customer Data. Customer is solely responsible for the collection, input, updating, and security of all Customer Data, including, without limitation, any personal information of its customers. Customer will maintain such Customer Data in compliance with applicable data privacy and protection laws.

6. FEES, PAYMENT, TAXES, AND AUDIT

6.1 Order and Fees. Customer shall pay Booz Allen all Fees as stated on the Order and other such Fees Customer is obligated to pay Booz Allen as stated in this Agreement.

6.2 Invoicing and Payment. Customer shall pay all fees due as specified in the Order or Booz Allen's invoice. Failure to pay such fees in accordance with Booz Allen's invoice terms may result in Booz Allen's suspension of Customer's access and use of the Service and/or immediate termination of this Agreement. Customer shall not withhold, reduce, or offset Fees. All Orders for the Service are non-cancellable and non-refundable, unless otherwise stated in this Agreement. Booz Allen may require all Fees be prepaid, and if invoicing terms are approved by Booz Allen, Booz Allen may revert the terms to prepayment at any time at its sole discretion.

6.3 Overage. If Customer has purchased an Allotment, Overage allows the Customer to continue to submit Samples when the Allotment is exceeded, at the Overage Price stated in the Order up to any stated Overage Limit (if the Order does not include an Overage Limit, Customer shall be permitted to continue to submit Samples within the then-current Term with no upper limit at the "Per Overage" price stated in the Order.

6.3.1 U.S. Government Customers. If Customer is an agency, division or component of the U.S. Federal Government, if no Overage Limit is stated in the Order, no Overage will be permitted. The Term and access to the Service will terminate following the analysis of the final Sample within the Allotment (or the number specified in the Overage Limit).

6.4 Late Payments. In the event of past due payment, Booz Allen may add a monthly interest charge equal to an interest rate on the overdue amount equal to the lesser of (a) two and one-half percent (2.5%) per month or (b) the highest lawful rate allowed. In addition, Customer shall be obligated to pay Booz Allen the cost of reasonable attorney and collection fees required to collect on the unpaid balance of an invoice.

6.5 Taxes. Customer is responsible for paying all applicable fees and taxes it may incur in connection with this Agreement, including amounts equal to any federal, state or local sales, use, excise, privilege or other taxes or assessments, however designated or levied, relating to any amounts payable by Customer to Booz Allen in connection with this Agreement and any taxes or amounts in lieu thereof paid or payable by Booz Allen, excluding taxes based on Licensor's net income.

6.6 Audit. Customer shall keep records of its use of the Service during the term of this Agreement and the three (3) year period following the termination or expiration of the Agreement. For the duration of this Agreement and the three (3) years following, Booz Allen shall have the right no more than once per year to engage at its own expense (either directly or through a third-party auditor) in an audit to review original records, data, and systems of Customer to determine the accuracy of the payments made by Customer to Booz Allen and Customer's compliance with this Agreement. Customer will cooperate with Booz Allen's exercise of these audit rights. Any shortfall detected, including any interest due thereon, shall be payable to Booz Allen upon demand. If an audit uncovers a shortfall of greater than five percent (5%) for the time covered by the audit, all costs and expenses associated with the audit shall be borne by Customer.

7. TERM AND TERMINATION

7.1 Term and Renewal.

7.1.1 Allotment. If Customer has purchased an Allotment, unless otherwise stated in the Order, as accepted by Booz Allen, the Term expires upon (i) the conclusion of a period of twelve (12) months or (ii) when Customer and its Authorized Users have submitted, and had analyzed, the total number of Samples specified in the Allotment, whichever occurs first.

7.1.2 PAYG. If Customer has purchased a PAYG model, the Term expires upon the conclusion of a period of thirty (30) days.



- 7.2 Termination. Booz Allen may terminate this Agreement upon written notice to Customer if Customer is in breach of this Agreement and does not cure such breach within ten (10) days after delivery of a written notice by Booz Allen regarding the breach. In addition, Booz Allen may immediately terminate this Agreement if Customer has not timely paid any Fees, or if Customer has materially violated any of the terms and conditions of this Agreement, and such breach, in Booz Allen's sole opinion, has caused or may cause degradation to the Service (including other Service customers or users), present a security risk to the Service, violates applicable law or regulation, or violates the intellectual property or confidentiality rights of Booz Allen or any other third-party.
- 7.3 Termination for Insolvency. In the event that Customer becomes or is declared insolvent or bankrupt, is the subject of any proceedings relating to its liquidation, insolvency or for the appointment of a receiver or similar officer for it, makes an assignment for the benefit of all or substantially all of its creditors, or enters into an agreement for the composition, extension, or readjustment of all or substantially all of its obligations, then Booz Allen may, by giving written notice thereof, terminate this Agreement as of a date specified in such notice of termination.
- 7.4 Effect of Termination. Upon expiration or termination of this Agreement for any reason, Customer's right to access and use the Service shall end, and any Customer Data remaining within the Service or Booz Allen's Service server(s) will be removed and promptly destroyed, unless otherwise stated in this Agreement.
- 7.5 Survival. The Sections of this Agreement which by their nature should survive the expiration or termination of this Agreement shall thereby survive the expiration or termination of this Agreement.

8. WARRANTIES AND DISCLAIMERS

- 8.1 Warranty. Each party represents and warrants (i) that such party is duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation; (ii) that such party has the legal right and authority to enter into and perform its obligations under this Agreement; (iii) that, to the best of its knowledge, the execution and performance of this Agreement will not conflict with or violate any provision of any law having applicability to such party; and (iv) that this Agreement, when executed and delivered, will constitute a valid and binding obligation of such party and will be enforceable against such party in accordance with its terms. Customer acknowledges and understands that any promise, amendment, modification, nullification, assertion or assurance provided in a proposal, marketing or similar document, email, or any other writing, or verbally by any employee, contractor, agent, or partner of Booz Allen is deemed invalid unless it is included in this Agreement, or is expressly agreed to in writing by a Booz Allen Vice President or higher ranked executive, authorized Senior Contracts Manager, Director of Contracts, or attorney. Customer further represents and warrants that it is fully authorized and entitled to submit Samples to the Service and obtain Outputs for Samples, and the doing so does not and will not violate any third-party rights or terms of this Agreement.
- 8.1.1 Booz Allen warrants that, to the best of its current knowledge and belief, the Service does not infringe upon any U.S. patent, copyright, trademark, service mark or other intellectual property right in the U.S.
- 8.2 Disclaimers and Exclusions. Except for the representations and warranties set forth in Section 8.1 and Section 8.2 above, no further warranty of any kind is being provided by Booz Allen, including, without limitation, any warranty that the Service shall be free from error or defects. CUSTOMER ASSUMES TOTAL RESPONSIBILITY FOR THE USE OF THE SERVICE OR ANY OUTPUT, AND THE SERVICE AND ANY OUTPUT IS PROVIDED ON AN "AS-IS" BASIS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SERVICE IS PROVIDED WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND WHETHER ARISING UNDER LAW OR FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE (COLLECTIVELY, "**DISCLAIMED WARRANTIES**"), INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF NON-INFRINGEMENT, UPTIME, AVAILABILITY, ACCURACY, COMPLETENESS, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THAT IT WILL MEET CUSTOMER'S EXPECTATIONS. ALL SUCH WARRANTIES ARE HEREBY EXPRESSLY EXCLUDED BY BOOZ ALLEN AND FOREVER WAIVED BY CUSTOMER. NO ADVICE OR INFORMATION GIVEN BY BOOZ ALLEN, ITS AFFILIATES, SUBSIDIARIES, OR ITS PARTNERS, CONTRACTORS OR AGENTS, OR ITS OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES, WHETHER UNDER THIS AGREEMENT OR ANOTHER AGREEMENT RELATED TO THE SERVICE SHALL CREATE A WARRANTY OR OBLIGATION OF BOOZ ALLEN. If any of the Disclaimed Warranties cannot be disclaimed or waived under applicable law, Customer's sole and exclusive remedy for breach of such Disclaimed Warranty will be the refund of any applicable Fees actually paid by Customer under this Agreement.



9. INDEMNIFICATION

Customer hereby agrees to indemnify, defend and hold harmless Booz Allen and its directors, officers, shareholders, partners, affiliates, subsidiaries, employees, representatives and agents from and against any loss, fines, fees, settlements, judgments, costs, expenses (including, without limitation, reasonable attorneys' fees, court costs, and administrative fees), and any other liability arising out of or related to any claim, demand, or cause of action asserted, whether on its own accord or by any third-party, arising out of or related to Customer's use of the Service or Customer's other exercise of its obligations as set forth in this Agreement, including without limitation Customer's reporting obligations under Section 4 herein.

10. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, BOOZ ALLEN SHALL NOT BE LIABLE TO CUSTOMER, ITS CUSTOMERS, EMPLOYEES, OFFICERS, AGENTS, REPRESENTATIVES, CONTRACTORS, SHAREHOLDERS, OR OTHER THIRD-PARTY, AND CUSTOMER COVENANTS THAT IT WILL NOT ASSERT A CLAIM AGAINST BOOZ ALLEN, UNDER ANY LEGAL THEORY, WHETHER IN AN ACTION BASED ON A CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY, OR OTHERWISE PROVIDED BY STATUTE OR LAW, (i) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL, OR STATUTORY DAMAGES, OR ANY DAMAGES RESULTING FROM LOST PROFITS, INTERRUPTION OF BUSINESS, LOSS OF GOODWILL, INJURY, OR LOSS OF LIFE EVEN IF BOOZ ALLEN OR CUSTOMER HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER DOES HEREBY FOREVER WAIVE ANY CLAIM THAT THESE EXCLUSIONS DEPRIVE IT OF AN ADEQUATE REMEDY OR CAUSE THIS AGREEMENT TO FAIL OF ITS ESSENTIAL PURPOSE. CUSTOMER'S EXCLUSIVE REMEDY FOR ANY CLAIM OR ACTION RELATED TO THIS AGREEMENT OR TO THE SERVICE, AND BOOZ ALLEN'S SOLE LIABILITY, SHALL BE LIMITED TO CUSTOMER CEASING TO USE THE SERVICE, TERMINATING THIS AGREEMENT AND ALL OUTSTANDING ORDERS, AND OBTAINING A REFUND FOR ANY PREPAID AND UNUSED PORTION OF THE SERVICE.

11. CONFIDENTIALITY

Each Party shall keep confidential and shall not use or disclose (except in connection with a Party's performance) any information disclosed to it by the other Party that is marked as "confidential" or should reasonably be understood to be confidential ("Confidential Information"), subject to clauses (i) and (ii) below. The following shall not constitute "Confidential Information:" (i) information that was publicly available or in the possession of the non-disclosing Party without prior obligation of confidentiality at the time of disclosure to such Party, and (ii) information that subsequently becomes publicly available through no fault of the non-disclosing Party.

12. PRIVACY

Booz Allen may collect or have access to certain information that Customer provides to Booz Allen, or information generated by the Service or the system that hosts and provides it, such as log files or other usage information. Customer acknowledges and understands that the collection of this information and access of the same by Booz Allen is necessary to provide Customer with certain support or other services, whether as part of this Agreement or as requested by Customer, or where we may otherwise have a legitimate interest or business need to do so. Legitimate interests or business needs may include, without limitation, Service, network, data, and system security, testing, maintenance, enhancement development, analytics, research, and reporting. Without the information contemplated by this section, Booz Allen would be unable to provide the services and ongoing maintenance of the Service. Booz Allen's privacy policy can be found at: <https://www.boozallen.com/tools/footer-navigation/privacy-policy.html>, and may be updated from time to time.

13. U.S. GOVERNMENT

13.1 Applicability. The U.S. Government end user terms and conditions set forth in this Section shall apply to all instances where Customer is the U.S. Government, or a Prime Contractor or Subcontractor that is using the Service to provide services for the U.S. Government (each, a "U.S. Government End User"). In the event that Customer is a U.S. Government End User, the following provisions of this Agreement do not apply, and, where relevant, are superseded by the applicable provision of FAR 52.212-4 or other applicable law, such as the Contracts Disputes Act: Sections 5, 6.1 (renewal provision only), 8, 9, 13.3, 13.6, 13.11.



13.2 Government Rights. The Service was developed entirely at private expense and no part of the Service was first produced in the performance of a U.S. Government contract. Accordingly, the Service and any derivatives thereof are “commercial items” as defined in 48 C.F.R. §2.101 (“Commercial Items”). If Customer is a U.S. Government End User, then the use, duplication, reproduction, release, modification, disclosure or transfer of the Service and any associated Documentation and data is restricted in accordance with 48 C.F.R. §12.211; 48 C.F.R. §12.212, 48 C.F.R. §227.7102-2, and 48 C.F.R. §227.7202, as applicable. A third party may resell the Service to a U.S. Government End User, if and only if, the Service is licensed to Customer subject to the terms of this Agreement. Consistent with 48 C.F.R. §12.211, 48 C.F.R. §12.212, 48 C.F.R. §227.7102-1 through 48 C.F.R. §227.7102-3, and 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Service is provided to U.S. Government End Users: (i) only as Commercial Items, (ii) with only those rights as are granted to all other users and the public pursuant to this Agreement, and (iii) the terms of this Agreement are incorporated into the Authorized Reseller’s contract with Customer or otherwise agreed to by Customer in a way that legally binds the U.S. Government to these terms. This U.S. Government Rights clause is in lieu of, and supersedes, any Federal Acquisition Regulations (“FAR”), the Defense FAR Supplement (“DFARS”), or other clause or provision that addresses U.S. Government rights in computer software or technical data.

13.3 Government Privacy. Booz Allen may collect or have access to certain minimal information that Customer provides to Booz Allen, or information generated by the Service, such as log files or other usage information. Customer acknowledges and understands that the collection of this information and access of the same by Booz Allen is necessary to provide Customer with certain support or other services, whether part of this Agreement or through a separate services Agreement, or where Booz Allen may otherwise have a business need. Business needs may include, without limitation, Service security, testing, maintenance, enhancement development, analytics, research, and reporting. Without the information contemplated by this section, Booz Allen would be unable to provide the services and ongoing maintenance of the Service. Booz Allen’s full privacy policy can be found at: <https://www.boozallen.com/tools/footer-navigation/privacy-policy.html>.

14. MISCELLANEOUS

14.1 Severability. If the application of any provision of this Agreement to any particular facts or circumstances shall be held to be invalid or unenforceable by a court of competent jurisdiction, then (a) the validity and enforceability of such provision as applied to any other particular facts or circumstances and the validity of such other provisions of this Agreement shall not in any way be affected or impaired thereby and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the Parties and reformed without further action by the Parties to the extent necessary to make such provision valid and enforceable.

14.2 No Waiver. No course of dealing, course of performance or failure of either Party strictly to enforce any term, right or condition of this Agreement shall be construed as a waiver of any other term, right or condition. A waiver shall only be valid if expressly granted in writing and signed by the Party granting the waiver. No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any subsequent breach of the same or any other provision.

14.3 Force Majeure. Except with respect to Customer’s obligation to make timely payments in accordance with Section 5, neither Party shall be responsible for any delay or failure in performance to the extent that such delay or failure is caused by fires, strikes, embargoes, explosion, earthquakes, floods, wars, labor disputes, government requirements, terrorist acts or activities, civil or military authorities, acts of God or by the public enemy, inability to secure raw materials or transportation facilities, acts or omissions of carriers or suppliers, or other causes beyond its reasonable control.

14.4 Notices. Booz Allen shall deliver all notices and communications to the attention of the individual or group designated by Customer in writing as Customer’s Technical Contact at the address indicated on the applicable Order. Any other notice, request, demand, or other communication required or permitted hereunder shall be in writing, shall reference this Agreement and shall be deemed to be properly given: (a) when delivered personally; (b) when sent by facsimile, with written confirmation of receipt by the sending facsimile machine; (c) five (5) business days after having been sent by registered or certified mail, return receipt requested, postage prepaid; (d) two (2) business days after deposit with an express courier, with written confirmation of receipt; or (e) two (2) business days after submission of notice to the email address specified on the applicable Order. All notices shall be sent to the address specified on the applicable Order (or to such other address as may be designated by a Party by giving written notice to the other Party pursuant to this Section).



All notices made to Booz Allen shall be made to the following:

Booz Allen Hamilton, Inc.
 Attn: General Counsel
 8283 Greensboro Drive
 McLean, VA 22102
 With Email copy to: Legalnotices@bah.com

- 14.5 Rejection of Additional Terms. All terms and conditions provided by Customer in its order, purchasing document(s), payment vouchers, or any other document, communication, or writing are hereby rejected in their entirety and have no force unless expressly agreed to in writing by a Booz Allen Vice President or higher ranked executive, authorized Senior Contracts Manager, Director of Contracts, or attorney.
- 14.6 Assignment. This Agreement, and each right, license, and obligation under this Agreement, may not be assigned or transferred by Customer, including by operation of law or in connection with a change in control of Customer, without Booz Allen's prior written approval, which may given or withheld in its sole and absolute discretion.
- 14.7 Publicity. Customer shall not make nor authorize any news release, advertisement, public statement, or other disclosure which shall deny or confirm the existence of this Agreement without the prior written consent of Booz Allen.
- 14.8 Customer Reference. Customer agrees that Booz Allen may identify Customer and use Customer's logo in Booz Allen's published list of users of the Service sales presentations, marketing materials, and press releases, and may further develop a brief profile for Customer for promotional purposes on Booz Allen's owned or controlled website(s).
- 14.9 Export. Customer agrees to comply with all applicable U.S. export and sanction laws, including those administered by U.S. Department of Commerce (Export Administration Regulation (EAR)), State (International Traffic In Arms Regulation (ITAR)), and Treasury (Office of Foreign Asset Control)). Pursuant to this Agreement, the Service is governed under the EAR. Customer is responsible for obtaining such licenses to export, re-export, or import as may be required. Customer will indemnify and hold Booz Allen harmless from any and all claims, losses, liabilities, damages, fines, penalties, costs, and expenses (including attorney's fees) arising from or relating to any breach by Customer of its obligations under this Section.
- 14.10 Statistical Information. Booz Allen may monitor, compile, store, analyze, and publicize information related to the performance of the Service and Customer's use thereof (e.g. usage logs) and may use such information for any purpose, including without limitation, for future versions of and improvements or enhancements to the Service, to develop new products and services, and for quality control and customer service purposes. Booz Allen retains all rights and ownership in such information. Such information will not be used in a manner that discloses or reveals any identifiable customer or user information, or any Customer confidential information.
- 14.11 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Virginia. Each Party consents to the exclusive subject matter and personal jurisdiction of the state and federal courts of the Commonwealth of Virginia with respect to any actions for enforcement of or breach of this Agreement.
- 14.12 Relationship of the Parties. This Agreement shall not be construed as creating an agency, partnership, joint venture, or any other form of association, for tax purposes or otherwise, between the Parties, and the Parties shall at all times be and remain independent contractors. Neither Party shall have any right or authority, express or implied, to assume or create any obligation of any kind, or to make any representation or warranty, on behalf of the other Party or to bind the other Party in any respect whatsoever.
- 14.13 Headings. The headings in this Agreement are inserted for convenience only and shall not constitute a part hereof or affect in any way the meaning or interpretation of this Agreement.
- 14.14 Entire Agreement. This Agreement, together with any exhibits, constitutes the entire agreement between the Parties and supersedes all prior discussions, understanding, agreement, whether oral or in writing, with respect to the subject matter hereof. No modification, alteration or amendment of this Agreement shall be effective unless set forth in writing and signed by an authorized representative of Booz Allen and Customer in accordance with the terms and conditions as set forth in this Agreement.



Booz Allen Hamilton, Inc.

Customer: [_____]

Signature

Signature

Name

Name

Title

Title

Date

Date