

R.AI.DIO® SIGNAL TRIAGE GENERAL TERMS AND CONDITIONS

BOOZ ALLEN HAMILTON INC. (“**PROVIDER**”) PROVIDES R.AI.DIO® SIGNAL TRIAGE SOFTWARE (THE “**PRODUCT**”) TO CUSTOMER SOLELY UPON THESE GENERAL TERMS AND CONDITIONS (“**GENERAL TERMS AND CONDITIONS**”), TOGETHER WITH ANY ORDER FORM, WHICH ARE HEREBY INCORPORATED BY REFERENCE (COLLECTIVELY, THE “**AGREEMENT**”). PROVIDER AND CUSTOMER ARE INDIVIDUALLY REFERRED TO HEREIN AS A “**PARTY**” AND, COLLECTIVELY, AS THE “**PARTIES**”.

1. Definitions.

“**Affiliate**” of a Person means any other Person that directly or indirectly, controls, is controlled by, or is under common control with, such Person. The term “control” (including the terms “controlled by” and “under common control with”) means the direct or indirect power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract, or otherwise of more than fifty-one (51%) of the voting securities of a Person.

“**Applicable Law**” means any statute, law, ordinance, regulation, rule, code, order, judgment, decree, or other binding requirement of any Regulator, federal or state government, or any arbitrator or court, or tribunal of competent jurisdiction that is applicable to a Party’s performance under this Agreement.

“**Confidential Information**” means information in any form or medium that the Disclosing Party considers confidential or proprietary, including information consisting of or relating to the Disclosing Party’s technology, trade secrets, know-how, business operations, plans, strategies, customers, and pricing, and information with respect to which the Disclosing Party has contractual or other confidentiality obligations, in each case whether or not marked, designated, or otherwise identified as “confidential”. Without limiting the foregoing: all Provider software, applications and Materials are the Confidential Information of Provider and the terms and existence of this Agreement are the Confidential Information of Provider/each of the Parties.

“**Customer**” means the Person identified in the Order Form.

“**Customer Data**” means any data originating from Customer for use in connection with the Product.

“**Customer PI**” means Personal Information contained within Customer Data.

“**Disclosing Party**” has the meaning set forth in [Section 8.1](#).

“**DPA**” has the meaning set forth in [Section 8](#).

“**Effective Date**” means the effective date of this Agreement as indicated in an Order Form.

“**License**” means the right to use the Product in accordance with the terms of this Agreement by the specific entity indicated in an Order Form. For the avoidance of doubt the License does not extend to other agencies, divisions, components, subcomponents, branches, offices, or other elements not specifically identified or included in the named entity.

“**Fees**” has the meaning set forth in [Section 4](#).

“**Feedback**” has the meaning set forth in [Section 16.2](#).

“**Indemnitee**” has the meaning set forth in [Section 11.4](#).

“**Indemnitor**” has the meaning set forth in [Section 11.4](#).

“**Input**” means any code, query, content, or data entered directly into the Product for the purpose of generating Output.

“**Intellectual Property Rights**” means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, moral rights, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection in any part of the world.

“**Order Form**” means an order form signed or issued by or on behalf of Provider and executed by Customer for the provision of the Product.

“**Output**” means any code, data, reports, content, or other deliverables derived from or generated via the Product.

“Permitted Use” means any use of the Product or any Output expressly authorized by Provider in this Agreement.

“Person” means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association, or other entity.

“Personal Information” means data that (i) directly or indirectly identifies an individual, device, or household; or (ii) can be reasonably used to identify an individual, device, or household, in case of both subclauses (i) and (ii), including Sensitive Personal Information (as defined herein).

“Process” means to take any action or perform any operation or set of operations on any data, information, or other content, including to collect, receive, input, upload, download, record, reproduce, store, organize, compile, combine, log, catalog, cross-reference, manage, maintain, copy, adapt, alter, translate, or make other derivative works or improvements, process, retrieve, output, consult, use, perform, display, disseminate, transmit, submit, post, transfer, disclose, or otherwise provide or make available, or block, erase, or destroy. **“Processing”** and **“Processed”** have correlative meanings.

“Provider Indemnitee” has the meaning set forth in [Section 11.1](#).

“Provider Materials” means the Product, data, Output, and any written specifications provided to Customer in connection with this Agreement.

“Receiving Party” has the meaning set forth in [Section 8.1](#).

“Regulator” means any governmental or regulatory agency with oversight over Customer.

“Representatives” means, with respect to a Party, that Party’s Affiliates, employees, officers, directors, consultants, agents, independent contractors, subcontractors, and legal advisors.

“Sensitive Personal Information” means (i) Personal Information revealing or concerning racial or ethnic origin, religious or philosophical beliefs, mental or physical health diagnosis or status, sexual orientation, union membership, political opinions, citizenship or immigration status; or criminal convictions and offenses (ii) the processing of genetic or biometric data

for the purpose of uniquely identifying an Individual; (iii) the personal data collected from a known minor; (iv) precise geolocation data; (v) the contents of an individual’s mail, email, and text messages, unless the entity processing such information is the intended recipient of the communication; and (vi) any Individual’s (a) government-issued identification number, including Social Security number, driver’s license number, state-issued identification number, or passport number, or (b) account log-in, financial account number, credit report information, or credit, debit, or other payment cardholder information, in combination with any required security or access code, personal identification number or password that permits access to the individual’s financial account.

“Term” has the meaning set forth in [Section 3](#).

2. Product.

2.1. R.AI.DIO Signal Triage Software. Subject to and conditioned upon Customer’s compliance with the terms and conditions of the Agreement, Provider agrees to provide the Product to Customer during the Term solely for Customer’s internal business use in accordance with this Agreement.

2.2. Output. Product may generate certain Output, or Provider may provide to Customer certain Output in connection with the Product, for use by Customer solely in accordance with this Agreement and for a Permitted Use.

2.3. Subcontractors. Provider may engage third parties to perform services, including support or processing services, in connection with the Product in its discretion, provided that Provider remains responsible for its subcontractors’ compliance with this Agreement.

2.4. Reservation of Rights. Nothing in this Agreement grants any right, title, or interest in or to (including any license under) any Intellectual Property Rights in or relating to, the Product, or Provider Materials, whether expressly, by implication, estoppel, or otherwise. All right, title, and interest in and to the Product and the Provider Materials are and will remain with Provider or its licensors, as applicable, except as otherwise expressly set forth in this Agreement.

2.5. Modifications. Provider reserves the right, in its sole discretion, to make any changes to the Product and Provider Materials that it deems necessary or useful to:

(a) maintain or enhance: (i) the quality or delivery of Output to its customers; (ii) the competitive strength of or market for Provider's services; or (iii) the Product's cost efficiency or performance; or (b) to comply with Applicable Law.

2.6. No Support or Maintenance. Unless stated in the Order Form or contract modification, this license does not entitle Customer to any bug fixes, defect fixes, updates, upgrades, phone support, installation support, configuration, or other support.

3. Term. The Term of this Agreement will commence on the Effective Date and continue for a period of one (1) year, unless sooner terminated in accordance with this Agreement.

4. Fees and Payment.

4.1. Fees. Customer shall pay the fees set forth in the Order Form (the "Fees") in accordance with this Section 4.

4.2. Payment. Customer shall pay all Fees within thirty (30) days of its receipt of the invoice for associated services. Customer shall make all payments due hereunder in U.S. dollars. Customer shall make all payments to the account or address indicated in the Order Form, or such other address or account as Provider may specify in writing from time to time.

4.3. Late Payments. Provider may charge interest on all past due amounts at the rate of 1.5% per month, calculated daily and compounded monthly or, if lower, the highest rate permitted under Applicable Law. Customer shall reimburse Provider for all costs incurred by Provider in collecting any late payments or interest, including attorneys' fees and collection costs.

4.4. Increases. Provider may increase Fees no more than once annually for any contract year after the first contract year of the Term by providing written notice to Customer at least sixty (60) calendar days prior to the commencement of any such contract year.

5. Customer Use Restrictions.

5.1. General Restrictions. Customer shall not, and shall not permit any other person or entity to: (i) copy, alter, modify, or make derivative works of the Product; (ii) reverse engineer, reverse assemble or decompile, or otherwise attempt to derive source code from, the Product or any portion thereof; (iii) access, or use, or allow the accessing or use of, the Product 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 Product; (v) rent, sell, license, sublicense, distribute, disclose, or remarket the Product, or provide access to the Product, or submit samples for analysis on behalf of any third party; (vi) except as part of suspected malware to be analyzed by the Product, introduce in or to the Product, or transmit via the Product, 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 Product; (vii) use the Service for any unlawful or fraudulent purpose or effect, or to harm, or threaten, harass, embarrass, or abuse any individual or entity; (viii) use the Product to knowingly receive, upload, download, or otherwise use or exploit material that may be obscene, offensive, or violates any individual's personal rights; (ix) procure or send unsolicited or unauthorized advertising or promotional material, or similar form of solicitation (commonly known as "spam"); (x) upload any classified information, controlled defense information, controlled unclassified information, personally identifiable information, personal health information, or export controlled under U.S. law or those of the host nation from which the Service is accessed by Customer or any Authorized User; or (xi) 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.

5.2. Input. Customer is solely responsible for its Input. Customer must not submit any Input that: (a) includes trademarks or other materials protected by third-party

Intellectual Property Rights, unless Customer has sufficient rights in such materials; (b) contains personal information unless Customer complies with all data protection and privacy laws and regulations applicable to the personal information, including providing privacy notices and obtaining consent, where required; (c) violates applicable law; or (d) violates this Agreement. Provider reserves the right to block any Input, in its sole discretion, if it believes the Input violates the rights of a third party, applicable law, or this Agreement.

5.3. Suspension or Termination for Misuse. Provider may immediately suspend, terminate, or otherwise deny Customer's use of all or any part of the Product or Provider Materials, without incurring any resulting obligation or liability, if: (a) Provider receives a judicial or other governmental demand or order, subpoena, or law enforcement request that expressly or by reasonable implication requires Provider to do so; or (b) Provider believes, in its reasonable discretion, that: (i) Customer has failed to comply with any material term of this Agreement, or used the Product beyond the scope of the rights granted or for any purpose other than a Permitted Use; (ii) Customer is, has been, or is likely to be involved in any fraudulent, misleading, or unlawful activities relating to or in connection with the Product; or (iii) this Agreement expires or is terminated. This [Section 5.3](#) does not limit any of Provider's other rights or remedies, whether at law, in equity, or under this Agreement.

6. Customer Obligations.

6.1. Customer Data. Customer shall promptly provide Provider with any Customer Data reasonably required by Provider in connection with the Product.

6.2. Customer Control and Responsibility. Customer has and will retain sole responsibility for: (a) all Customer Data, including its content and use; (b) all information, instructions, and materials provided by or on behalf of Customer in connection with the Product; and (c) all use of the Product and Output, including all results obtained from, and all conclusions, decisions, and actions taken based on Customer's use of the Product or any Output.

6.3. Customer Acknowledgements; Non-Reliance. Customer is solely responsible for determining the accuracy and completeness of any Output generated

via or derived in connection with the Product. Provider accepts no responsibility or liability to Customer or any Person who uses, benefits from, or relies upon the Product or any Output. Customer is solely responsible for its implementation of or reliance upon any Output. The Product is not intended to be used for legal, medical, financial, or other kinds of professional advice.

7. Intellectual Property Ownership.

7.1. Provider Materials. All right, title, and interest in and to the Provider Materials, including all Intellectual Property Rights therein, are and will remain with Provider (or its licensors, as applicable). Customer has no right, license, or authorization with respect to any of the Provider Materials except as expressly set forth in **Error! Bookmark not defined.**[7.3](#) or the applicable third-party license, in each case subject to Customer's compliance with [Section 5](#). All other rights in and to the Provider Materials are expressly reserved by Provider.

7.2. Reserved.

7.3. Customer Data. As between Customer and Provider, Customer is and will remain the sole and exclusive owner of all right, title, and interest in and to all Customer Data, including all Intellectual Property Rights relating thereto. Customer grants to Provider a worldwide, non-exclusive, revocable, license to use, Customer Data during the Term solely for the purposes of providing the Product. Provider may, at its discretion, review Customer Inputs and Outputs through automated methods (e.g., machine learning), manual methods, or both for content filtering and quality control purposes.

8. Confidentiality.

8.1. Confidential Information. In connection with this Agreement each party (as the "**Disclosing Party**") may disclose or make available Confidential Information to the other Party (as the "**Receiving Party**").

8.2. Exclusions. Confidential Information does not include information that the Receiving Party can demonstrate by written or other documentary records: (a) was rightfully known to the Receiving Party without restriction on use or disclosure prior to such information's being disclosed or made available to the Receiving Party in connection with this Agreement; (b) was or becomes generally known by the public other than by the Receiving Party's or any of its

Representatives' noncompliance with this Agreement; (c) was or is received by the Receiving Party on a non-confidential basis from a third party that was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality; or (d) the Receiving Party can demonstrate by written or other documentary records was or is independently developed by the Receiving Party without reference to or use of any Confidential Information.

8.3. Use and Protection. As a condition of receiving Confidential Information, the Receiving Party will: (a) not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement; (b) except as may be permitted by and subject to its compliance with Section 8.4, not disclose or permit access to Confidential Information other than to its Representatives who: (i) need to know such Confidential Information for purposes of the Receiving Party's exercise of its rights or performance of its obligations under and in accordance with this Agreement; (ii) have been informed of the confidential nature of the Confidential Information and the Receiving Party's obligations under this Section 8.3, and (iii) are bound by written confidentiality and restricted use obligations at least as protective of the Confidential Information as the terms set forth in this Section 8; (c) safeguard the Confidential Information from unauthorized use, access, or disclosure using at least the degree of care it uses to protect its similarly sensitive information and in no event less than a reasonable degree of care; (d) promptly notify the Disclosing Party of any unauthorized use or disclosure of Confidential Information and take all reasonable steps/use its best efforts/cooperate with Disclosing Party to prevent further unauthorized use or disclosure; and (e) ensure its Representatives' compliance with, and be responsible and liable for any of its Representatives' non-compliance with, the terms of this Section 8.

8.4. Compelled Disclosures. If the Receiving Party or any of its Representatives is compelled by Applicable Law to disclose any Confidential Information then, to the extent permitted by Applicable Law, the Receiving Party shall: (a) promptly, and prior to such disclosure,

notify the Disclosing Party in writing of such requirement so that the Disclosing Party can seek a protective order or other remedy or waive its rights under Section 8.3; and (b) provide reasonable assistance to the Disclosing Party, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. If the Disclosing Party waives compliance or, after providing the notice and assistance required under this Section 8.4, the Receiving Party remains required by Law to disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that, on the advice of the Receiving Party's legal counsel, the Receiving Party is legally required to disclose and, on the Disclosing Party's request, shall use commercially reasonable efforts to obtain assurances from the applicable court or other presiding authority that such Confidential Information will be afforded confidential treatment.

8.5. Privacy. Provider will not be provided access to, and the Customer will not use the Product to process, Customer PI. In the event Customer use requires the Product to process Customer PI, the parties will enter into a separate Data Processing Agreement that will be appended to this Agreement.

9. Representations & Warranties.

9.1. Mutual Representations & Warranties. Each Party represents and warrants to the other that (a) it is duly organized, validly existing, and in good standing as a corporation or other entity under the laws of the jurisdiction of its incorporation or other organization; (b) it has full right, power, and authority to enter into and perform its obligations and grant the rights, licenses, consents, and authorizations it grants or is required to grant in connection with this Agreement; (c) when executed, this Agreement will constitute a legal, valid, and binding obligation of such Party, enforceable against such party in accordance with its terms; and (d) it will comply with all Applicable Law.

9.2. Customer Representations & Warranties. Customer represents, warrants, and covenants to Provider that Customer owns or otherwise has and will have the necessary rights and consents in and relating to the Customer Data so that, as received by Provider

and Processed in accordance with this Agreement, Customer Data does not and will not infringe, misappropriate, or otherwise violate any Intellectual Property Rights or any privacy or other rights of any third party, or violate any Applicable Law.

10. Disclaimer of Warranties. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTION 9, THE PRODUCT AND PROVIDER MATERIALS ARE PROVIDED “AS IS.” ALL OUTPUT IS PROVIDED FOR INFORMATION PURPOSES ONLY. PROVIDER SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, PROVIDER MAKES NO WARRANTY OF ANY KIND THAT THE PRODUCT OR ANY OUTPUT OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER’S OR ANY OTHER PERSON’S REQUIREMENTS OR EXPECTATIONS, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, RELIABLE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE. PROVIDER DISCLAIMS ANY RIGHT TO REFUND.

11. Indemnification.

11.1. Indemnification for Breach. Customer will indemnify, defend, and hold Provider and its Affiliates, subcontractors, and each of its and their respective officers, directors, employees, agents, successors, and assigns (each, a “**Provider Indemnitee**”) harmless from and against any third party claims and related damages, losses, liabilities, costs and expenses (including reasonable attorneys’ fees and costs) arising from or relating to Customer’s breach of its representations and warranties in this Agreement.

11.2. Customer Indemnification. Customer will indemnify, defend, and hold Provider and Provider indemnitees harmless from and against any third party claims arising from (a) Customer Data, including any Processing of Customer Data by or on behalf of Provider in accordance with this Agreement; (b) Customer’s use of, reliance upon, or implementation of the Product or any Output; and (c) any other materials or information provided by or on behalf of Customer, including Provider’s compliance with any

directions or instructions; and (d) Customer’s willful misconduct or negligence in connection with this Agreement.

11.3. Provider shall defend, indemnify, and hold harmless Customer from and against any and all third-party claims and liabilities, regardless of the form of action, arising out of or in connection with a claim that the Provider Materials, when used within the scope of this Agreement, infringes, violates, or misappropriates a valid third party United States patent, copyright, or other proprietary right (“United States Intellectual Property Right”), provided that Customer promptly notifies Provider in writing of the action, Customer has not reached any compromise or settlement of such action or made any admissions in respect of the same, and Booz Allen is given the sole option, at its expense, to control the action and all requested reasonable assistance to defend the same.

11.4. Indemnification Procedure. Customer shall promptly notify the Provider in writing of any claim for which such party believes it is entitled to be indemnified pursuant to this Section 12. The Party seeking indemnification (the “**Indemnitee**”) shall cooperate with the other Party (the “**Indemnitor**”) at the Indemnitor’s sole cost and expense. If the Indemnitor has an obligation to defend the Indemnitee, the Indemnitor shall promptly assume control of the defense and shall employ counsel reasonably acceptable to the Indemnitee to handle and defend the same, at the Indemnitor’s sole cost and expense. The Indemnitee may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing. The Indemnitor shall not settle any claim without the Indemnitee’s prior written consent. If the Indemnitor fails or refuses to assume control of the defense of such Action, the Indemnitee shall have the right, but no obligation, to defend against such claim, including settling such claim after giving notice to the Indemnitor, in each case in such manner and on such terms as the Indemnitee may deem appropriate. The Indemnitee’s failure to perform any obligations under this Section 11 will not relieve the Indemnitor of its obligations under this **Error! Bookmark not defined.11**, except to the extent that the Indemnitor

can demonstrate that it has been materially prejudiced as a result of such failure.

11.5. **Mitigation.** If the Product is, or is in Provider's opinion likely to be, claimed to infringe, misappropriate, or otherwise violate a third party's United States Intellectual Property Right validly existing as of the Effective Date, or if Customer's use of the Product is enjoined or threatened to be enjoined, Provider may, at its option and at its expense: (a) obtain the right for Customer to continue to use the Product and any affected Output as contemplated by this Agreement; (b) modify or replace the Product or affected Output, in whole or in part, to seek to make the Product or affected Output (as so modified or replaced) non-infringing, while providing materially equivalent features and functionality; or (c) terminate this Agreement with respect to all or any part of the Services Solution or affected Output, and require Customer to immediately cease any use of the Product or affected Output, or any specified component or feature thereof.

11.6. **Sole Remedy.** THIS SECTION 11 SETS FORTH CUSTOMER'S SOLE REMEDIES AND PROVIDER'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE PRODUCT OR ANY PROVIDER MATERIALS INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

12. Limitation of Liability.

12.1. **Damages Exclusions.** IN NO EVENT WILL PROVIDER OR ANY OF ITS AFFILIATES, LICENSORS, SERVICE PROVIDERS, OR SUBCONTRACTORS BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE, OR PROFIT OR DIMINUTION IN VALUE; (b) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION, OR DELAY OF THE PRODUCT; (c) LOSS, DAMAGE, CORRUPTION, OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY; (d) COST OF REPLACEMENT SERVICES; (e) LOSS OF GOODWILL OR REPUTATION; OR (f) CONSEQUENTIAL, INCIDENTAL,

INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

12.2. **General Cap on Liability.** IN NO EVENT WILL THE COLLECTIVE AGGREGATE LIABILITY OF PROVIDER AND ITS AFFILIATES, LICENSORS, SERVICE PROVIDERS, AND SUBCONTRACTORS ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, EXCEED THE TOTAL AMOUNTS ACTUALLY PAID TO PROVIDER UNDER THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATIONS APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

13. **Termination.** In addition to any other express termination right set forth herein: (A) Provider may terminate this Agreement, effective upon written notice to Customer, (x) if Customer (i) fails to pay any Fee or amount when due, and such failure continues more than thirty (30) days after Provider's delivery of written notice thereof; or (ii) breaches any of its obligations under Section 5 (Customer Use Restrictions), Section 6 (Customer Obligations), Section 7 (Intellectual Property Ownership) or Section 8 (Confidentiality) of this Agreement; or (y) in the event of any change in Applicable Law affecting this Agreement; and (B) either Party may terminate this Agreement, effective upon written notice to the other Party, if the other Party materially breaches this Agreement and such breach (i) is incapable of cure; or (ii) remains uncured thirty (30) days after the non-breaching Party provides the breaching Party with written notice of such breach.

13.1. **Effect of Termination.** Upon the expiration or termination of this Agreement, except as expressly provided otherwise: (a) all rights, licenses (including any license to Output, consents, and authorizations granted by either Party to the other will immediately terminate; (b) Provider will promptly cease all use of

Customer Data or Customer's Confidential Information and promptly return to Customer or destroy all documents and tangible materials containing, reflecting, incorporating, or derived from Customer Data or Customer's Confidential Information; (c) Customer will immediately cease use of the Product; (d) Customer will certify to Provider that it has complied with the requirements of this Section 13; and (e) if Provider terminates this Agreement in accordance with Section 13(A), all fees that would have become payable had the Agreement remained in effect until the expiration of the Term will become immediately due and payable and Customer will pay such Fees upon receipt of Provider's invoice therefor.

13.2. Surviving Terms. The provisions set forth in the following sections will survive the expiration or termination of this Agreement: Sections 7-11, and Section 16.

14. Export Controls. The Provider Materials may be subject to United States export control laws and regulations, including the Export Administration Regulations, 15 C.F.R., 730-774 and the International Traffic in Arms Regulations, 22 C.F.R. 120 et seq., and the Foreign Assets Control Regulations, 31 C.F.R. 500-598. The Customer shall not, and shall not permit any Person to, directly or indirectly, export, reexport, or release any Provider Materials to any jurisdiction or country to which, or any party to whom, the export, reexport, or release of any such item or material is prohibited by applicable federal or foreign law, regulation, or rule. The Customer shall be responsible for any breach of this Section 14 by its, and its successors' and permitted assigns', parent, Affiliates, employees, officers, directors, partners, members, shareholders, customers, agents, distributors, resellers, or vendors. The Customer shall comply with all applicable federal and foreign laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, reexporting, or releasing any Provider Materials.

15. Audits. Provider or its designee (including its accountants and auditors) may, not more than once per contract year, in Provider's sole discretion, inspect and audit Customer's use of any Output provided in

connection with this Agreement at any time during the Term and for three (3) years following the termination or earlier expiration of this Agreement. All audits will be conducted during regular business hours, and no more frequently than annually. Customer shall make available all such books, records, information, and personnel, and provide all such cooperation and assistance, as may reasonably be requested by or on behalf of Provider with respect to such audit.

16. Miscellaneous.

16.1. Regulatory Approvals. Each Party will cooperate with the other Party and use reasonable efforts to obtain all necessary consents, approvals, and authorizations of all Regulators necessary for Customer to utilize the Product.

16.2. Feedback. Customer may elect to provide oral or written suggestions or feedback concerning the Product or Output ("**Feedback**"). Any Intellectual Property rights in or underlying the Feedback is and will remain the sole and exclusive property of Provider and Provider may use or disclose the Feedback without restriction or any obligation to compensate Customer.

16.3. Publicity. Neither Party will publicly disclose, either directly or indirectly, and whether in any press release, advertising, publicity or any other materials, any details concerning this Agreement, including the subject of the Product or that Provider is providing the Product to Customer unless previously approved by the other Party in writing.

16.4. Governing Law, Jurisdiction and Venue. This Agreement is governed by and construed in accordance with the internal laws of the Commonwealth of Virginia, without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the Commonwealth of Virginia. Any claims, actions or proceedings arising out of or relating to this Agreement will be exclusively brought in the United States District Court for the Eastern District of Virginia, Alexandria Division. The Parties hereby submit to the exclusive jurisdiction of such court and consent to the dismissal of any such action that is brought in any other forum. Specifically excluded from application to this Agreement are the United Nations Convention on the International Sale of Goods (UNCISG).

16.5. Equitable Relief. Customer's breach of its obligations under Section 7 (Intellectual Property Ownership) or Section 8 of this Agreement (Confidentiality) may result in irreparable harm to Provider for which there is no adequate remedy at law. Therefore, in the event of any such breach or threatened breach, Provider will be entitled to seek injunctive relief in addition to any other available remedies without any requirement to post bond or other security and to seek reimbursement for attorneys' fees and court costs relating thereto.

16.6. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

16.7. Amendment and Modifications; Waiver. No amendment to or modification of, or rescission, termination, or discharge of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege

16.8. Assignment. Customer shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance under this Agreement, in each case whether voluntarily, involuntarily, by operation of law, or otherwise, without Provider's prior written consent. For purposes of the preceding sentence, and without limiting its generality, any merger, consolidation, or reorganization involving Customer (regardless of whether Customer is a surviving or disappearing entity) will be deemed to be a transfer of rights, obligations, or

performance under this Agreement for which Provider's prior written consent is required. No assignment, delegation, or transfer will relieve Customer of any of its obligations or performance under this Agreement. Any purported assignment, delegation, or transfer in violation of this Section 16.8 is void. Provider may assign any of its rights or obligations under this Agreement, in whole or part, to any third party, including to any Affiliate of Provider. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and permitted assigns.

16.9. Relationship of the Parties. The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other party in any manner whatsoever.

16.10. Precedence. In the event of any conflict between or within this Agreement, the following descending order of priority will be utilized: (1) these General Terms and Conditions, together with the Exhibits hereto and any other documents incorporated by reference; (2) the Order Form.

Exhibit A

U.S. Government Rights

The General Terms and Conditions of this Agreement and the attachments (other than this Exhibit A) and schedules are modified as follows when the U.S. Government is the Client.

1. All Products have been and will be developed entirely at private expense and no part of the Products is first produced in the performance of a U.S. Government contract. Accordingly, all Products are the wholly owned property of Booz Allen.
2. This U.S. Government Rights clause in this Exhibit A is in lieu of, and supersedes, any Federal Acquisition Regulations, the Defense FAR Supplement, or other clause or provision that addresses U.S. Government rights in computer software or technical data.
3. If Client is an agency or department of the U.S. Government (“USG Client”), then the use, duplication, reproduction, release, modification, disclosure, or transfer of the Products 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.
4. 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, a Product is provided to the USG Client:
 - a. only as a Commercial Product, and
 - b. with only those rights as are granted to all other clients pursuant to this form of Agreement.
5. 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:

General Terms and Conditions Sections 4, 11.1, 11.2, 11.3(to the extent that it permits Licensor to control litigation involving the U.S. Government), 12, 13.1, 16.4, 16.6, 16.7, 16.8 .