

CHAINBRIDGE SOLUTIONS INCORPORATED ("LICENSOR")
PERSEUS™ END USER LICENSE AGREEMENT

The following End User License Agreement ("Agreement"), including the applicable supplemental terms in the following addenda, applies to the Perseus™ cloud-based software-as-a-service product.

Addendum 1 - Product Subscription License

Addendum 2 - Annual Support and Software Updates Agreement

Addendum 3 - Government Specific Terms and Conditions

NOTICE TO USER: PLEASE READ THIS END USER LICENSE AGREEMENT ("AGREEMENT") CAREFULLY. THIS IS A LEGALLY BINDING AGREEMENT BETWEEN YOU AND LICENSOR CHAINBRIDGE SOLUTIONS INCORPORATED ("LICENSOR"), A VIRGINIA CORPORATION, LOCATED AT 12701 FAIR LAKES CIRCLE, SUITE 300, FAIRFAX, VA 22033-4910. BY USING ALL OR ANY PORTION OF THE SOFTWARE, YOU ACCEPT ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO ANY OF THESE TERMS, DO NOT USE THIS SOFTWARE. IF YOU ACQUIRED THE SOFTWARE WITHOUT AN OPPORTUNITY TO REVIEW THIS AGREEMENT AND YOU DO NOT ACCEPT THIS AGREEMENT, YOU MAY OBTAIN A REFUND OF THE AMOUNT YOU ORIGINALLY PAID FOR THE SOFTWARE PROVIDED THAT YOU: (A) DO NOT USE THE SOFTWARE, (B) DO NOT MAKE OR KEEP ANY COPIES OF THE SOFTWARE, AND (C) RETURN IT WITHIN THIRTY (30) DAYS OF THE ORIGINAL PURCHASE DATE ALONG WITH EVIDENCE OF THE DATE OF PURCHASE AND ORIGINAL PURCHASE PRICE.

If You are not legally able to enter into contracts, You may not use the Software at any time or in any manner. If You enter into this Agreement on behalf of a company or legal entity, you must have the authority to bind that entity to these Terms. In that case, "You" refers to such entity.

1. DEFINITIONS

"Covered Work Product" means any resulting patterns, programs, modules, code, algorithms, logical and physical data models, use cases, mappings, patterns and rules, adapters, development views, and the like created by You from Your use of the Software that did not otherwise preexist prior to Your use of the Software, including, but not limited to, any draft articles or other output, regardless of form, generated by Artificial Intelligence ("AI") as part of Your authorized use of the Software.

"End Users" means licensed users of the Software and includes You.

"Documentation" means the licensed specifications, admin/user manuals, training content, installation instructions and other supporting materials, including additional, updated or revised materials, if any, that are provided by LICENSOR in connection with the Software in any Product Configuration.

"Library" means a software library that is a collection of software functions that can be called by a higher-level program, individually or as part of a collection.

"Improvements" means any and all bug fixes, enhancements, modifications, and any new releases of the Software, which are made available to You under the terms of this Agreement.

"Intellectual Property Rights" shall mean all intellectual property and similar proprietary rights held by any party (including a third party) in any jurisdiction, including all such rights in and to (i) computer software or hardware, whether or not copyrightable, including all databases, source codes, object codes, programs, applications, tables, models, repositories, specifications and documentation; (ii) original works of authorship, whether copyrightable or not, copyrights, and all renewals, modifications, translations thereof, and any moral rights relating thereto; (iii) patents (including design patents, method patents and utility patents), patent applications, divisions, continuations and continuations-in-part, reissues and patents of addition, utility models, industrial designs, inventors' certificates and invention disclosures; (iv) trademarks, service marks, brand names, certification marks, trade dress, assumed names, trade names and other indications of origin; and (v) know-how and other confidential or non-

public business information, trade secrets, ideas, concepts, methodologies, processes, development tools, techniques, innovations, diagrams, sketches, drawings, models of any kind, and documentation.

"Ordering Document(s)" means a sales quotation, purchase order or other contractual document accepted by LICENSOR that identifies the Software and Product Configuration ordered, license term and price, and/or annual support fees.

"Product Configuration" means the totality of the Software being licensed in the specific configuration ordered.

"Software" means the LICENSOR product, Perseus™; its modules; the AI functionality and data models used by or with Perseus™, whether embedded or not, to assist in the generation of draft articles or other output, regardless of form, as part of the authorized use of the Software; any extensions for the Software; Software Developer Resources, any Library, and other artifacts provided with the Software installed binary files; and all contents of the files provided under this Agreement, including but not limited to, (i) LICENSOR or third party computer information and executable software code (excluding source code); and (ii) digital images, stock photographs, video, clip art, sound(s) or other works or materials.

"Software Developer Resources" means the Documentation, installation utilities and reference applications for the Software, as provided and licensed by LICENSOR.

"Supplemental Terms" means additional terms and conditions applicable to the specific Software being licensed.

"Third Party Content" means software (whether embedded or not) and other materials owned and licensed by third parties that is supplied by LICENSOR with the Software.

"Use or Using" means to access/open, install, download, copy, or otherwise benefit from the Software or the Documentation.

All other capitalized terms in this Agreement shall have the meaning ascribed to them below or in the Supplemental Terms or Addenda to this Agreement.

2. GRANT OF LICENSE

2.1 LICENSOR grants You a non-exclusive, non-transferable, and non-sublicensable license solely to use the Software, as set forth in the applicable Ordering Document(s): (i) for which the applicable license fees have been paid, and (ii) in accordance with the terms and conditions set forth in this License Agreement and the Addenda applicable to the Software You have ordered or as otherwise expressly authorized in writing by LICENSOR.

2.2 Permitted Uses

For each license purchased, You may:

- a. Access and use the Software on the provisioned cloud account;
- b. Install and use the Software on a single Designated Cloud Server; or
- c. Move the Software in the licensed Product Configuration to a replacement cloud server, in accordance with the terms of the Addenda applicable to the Software.

2.3 Acknowledgements

For each license purchased, You shall give proper acknowledgement of and not delete or obscure the copyright(s) and other proprietary notices of LICENSOR and its third party licensors.

2.4 Uses Not Permitted

You shall not, other than as specified in the applicable Ordering Document(s):

- a. Distribute, license, sublicense, lease, sell, assign, transfer or otherwise disseminate through any means now existing or later developed, the Software, or distribute, license, sell, or transfer any component of the Software;
- b. Use the Software to transfer or exchange any material where such transfer or exchange is prohibited by applicable intellectual property law or any other law;

- c. Remove, delete or obscure any LICENSOR or its third-party contributors' patent, copyright, trademark, confidentiality or other proprietary rights notices contained in or affixed to the Software or Library;
- d. Separate, unbundle or remove any component(s) of the Software for independent use;
- e. Use, copy, modify or transfer the Software or Documentation or any copy, modification or merged portion thereof, in whole or in part, except as expressly provided in this Agreement. Furthermore, You may not reverse engineer, disassemble, decompile or otherwise attempt to reconstruct or discover any Library, source code, data, digital certificates, passwords, underlying ideas, or algorithms of the Software, or allow others to attempt any of the foregoing;
- f. Share any Library or any source code of the Software over a network or otherwise, or access to the Software over a network to any persons or legal entities not covered by the terms of this License for any purpose; or
- g. Distribute any of the Software Developer Resources provided by LICENSOR.

2.5 All rights not specifically granted under this Section 2 are strictly prohibited.

3. DISCLAIMER OF WARRANTY

THE SOFTWARE AND PRODUCT CONFIGURATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. YOU ACCEPT ALL RESPONSIBILITY AND LIABILITY RESULTING FROM THE SELECTION OF THE SOFTWARE TO ACHIEVE YOUR INTENDED RESULTS. YOU ASSUME THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE SOFTWARE. LICENSOR DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE. FURTHER, SPATIAL, SPECTRAL AND TEMPORAL ACCURACY IS NOT GUARANTEED.

4. LIMITATION OF LIABILITY

4.1 YOU ACCEPT ALL RESPONSIBILITY AND LIABILITY RESULTING FROM THE INSTALLATION, USE AND RESULTS OBTAINED FROM THE SOFTWARE, AND FOR RELIANCE ON THE RESULTS OBTAINED.

4.2 IN NO EVENT WILL LICENSOR OR ITS THIRD-PARTY CONTRIBUTORS, DISTRIBUTORS, OR DEALERS BE LIABLE TO YOU OR ANY OTHER PARTY FOR ANY INDIRECT INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS, LOST SAVINGS, COSTS OF RE-PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES ARISING FROM THE USE OR INABILITY TO USE THE SOFTWARE, OR A LOSS OF DATA OR PROFITS, WHETHER IN AN ACTION FOR BREACH OF CONTRACT, NEGLIGENCE, OTHER TORTIOUS CONDUCT OR ADDITIONAL THEORIES OF ANY KIND, EVEN IF LICENSOR OR ANY AUTHORIZED LICENSOR BUSINESS PARTNER HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

4.3 LICENSOR'S OBLIGATIONS UNDER THIS AGREEMENT, UNDER ANY THEORY OF LIABILITY OR CONTRIBUTION, SHALL NOT EXCEED THE AMOUNT OF THE APPLICABLE LICENSE FEE PAID BY YOU FOR THE SOFTWARE OR PART THEREOF GIVING RISE TO SUCH LIABILITY.

5. INFRINGEMENT INDEMNIFICATION

5.1 LICENSOR shall indemnify and defend You against any liability, cost, or expense, including reasonable attorneys' fees, that You incur as a result of any claims, actions, or demands by a third party alleging that Your licensed use of the Software infringes a third party U.S. patent, copyright, trade secret or trademark or misappropriates a U.S. trade secret of a third party, provided that:

- a. You notify LICENSOR of the existence of such claim in writing within thirty (30) days of when such claim becomes known or should have become known by You;
- b. You provide LICENSOR with documents setting forth the allegations of infringement;

- c. LICENSOR has the sole control of defense of any action and negotiation related to the defense or settlement of any claim; and
- d. You reasonably cooperate in its defense of the claim at LICENSOR's request and expense.

5.2 If the Software, or any part thereof, is found to infringe a third party U.S. patent, copyright, or trademark or misappropriate a U.S. trade secret of a third party, LICENSOR shall, at its sole option and at its own expense, either: (i) obtain for You the right to continue using such Software or part thereof, or (ii) modify the allegedly infringing elements of such Software while maintaining substantially similar functionality. If neither alternative is commercially reasonable, the license shall terminate, and You shall uninstall and return the infringing Software to LICENSOR. LICENSOR's entire liability shall then be to indemnify You pursuant to Section 5.1 and refund to You the amounts actually paid by You to LICENSOR for the affected Software less depreciation for beneficial use determined on a straight-line basis over a five-year useful life.

5.3 Notwithstanding the foregoing, LICENSOR shall have no obligation to defend or indemnify You for any claims or demands alleging direct or contributory infringement to the extent arising out of: (i) the operation, combination or integration of the Software with other software, a product, hardware, system or process not supplied by LICENSOR or specified by LICENSOR in its Documentation; or (ii) alteration of the Software by someone other than LICENSOR.

5.4 LICENSOR'S OBLIGATIONS UNDER THIS SECTION 5 ARE SOLELY FOR INFRINGEMENT DAMAGES AND COSTS AWARDED AGAINST YOU. IN NO EVENT SHALL ANY OTHER LIABILITY OF LICENSOR TO YOU EXCEED THE AGGREGATE AMOUNT OF THE APPLICABLE LICENSE FEE RECEIVED BY LICENSOR FOR THE ALLEGEDLY INFRINGING SOFTWARE, OR PART THEREOF. YOU AGREE THAT THE FOREGOING STATES YOUR EXCLUSIVE REMEDY WITH RESPECT TO ANY ALLEGED PATENT, TRADEMARK OR COPYRIGHT INFRINGEMENT OR TRADE SECRET MISAPPROPRIATION.

5.5 INDEMNIFICATION BY YOU

YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS, LICENSOR, ITS THIRD PARTY CONTRIBUTORS, OFFICERS, DIRECTORS, EMPLOYEES, CONSULTANTS AND AGENTS FROM ANY AND ALL CLAIMS, LIABILITY, DAMAGE AND/OR COSTS (INCLUDING, BUT NOT LIMITED TO REASONABLE ATTORNEYS' FEES) ARISING OUT OF THE OPERATION OF THE SOFTWARE ALONE OR WITH OTHER SOFTWARE AND/OR TECHNOLOGY DEVELOPED OR SELECTED BY YOU. THIS OBLIGATION SHALL SURVIVE THE TERMINATION OF THIS SOFTWARE LICENSE AGREEMENT.

6. EXPORT CONTROL REGULATIONS

You agree to strictly comply with all laws and regulations that may govern the export and re-export of the Software, including but not limited to the Export Administration Regulations and/or the International Traffic in Arms Regulations, to the extent applicable, and acknowledge Your responsibility to obtain licenses for export, re-export or import of the Software, as may be required. This export control provision shall survive the expiration or termination of this Agreement.

7. TERMINATION

The license granted under this Agreement is effective for the term set forth in the applicable Ordering Document(s) unless earlier terminated in accordance thereof. The license granted under this Agreement will terminate upon written notice from LICENSOR if You violate any of the terms and conditions of this Agreement, including without limitation, failure to pay the license fees and any other sums when due LICENSOR pursuant to this Agreement and the applicable Ordering Document(s). You agree, upon such termination, to promptly destroy all copies of the Software in Your possession and to certify in writing to LICENSOR that such action has been taken.

8. GOVERNING LAW; ARBITRATION FOR CERTAIN INTERNATIONAL CUSTOMERS

Except as set forth otherwise in the applicable Ordering Document(s), this Agreement shall be governed and construed in accordance with United States federal law. This Agreement shall not be governed by the United Nations Convention of Contracts for the International Sale of Goods, the application of which is expressly excluded. Any dispute under this Agreement shall be resolved in accordance with the disputes clause of the applicable Ordering Document(s) or if there is none in accordance with any applicable legal proceedings; provided, however, that for customers outside of the United States and its Territories, any

dispute arising out of or relating to this Agreement or the breach thereof that cannot be resolved in accordance with the disputes clause of the applicable Ordering Document(s) shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one (1) arbitrator appointed in accordance with said rules. The language of arbitration will be English. The place of the arbitration shall be Fairfax County, Virginia. Either party shall, at the request of the other, make available documents or witnesses relevant to the major aspects of the dispute.

9. ASSIGNMENT

None of Your rights, duties or obligations under this Agreement may be sold, sublicensed, assigned, rented, licensed, loaned or otherwise transferred without the prior written consent of LICENSOR, and any attempt to so sell, sublicense, assign, rent, lease, loan or transfer without LICENSOR's prior written consent is void.

10. NOTICES

Any notices regarding this Agreement shall be sent to:

LICENSOR

Attn:

____Aarti Smith____
____asmith@chainbridgesolutions.com____

YOU

Attn:

11. INTELLECTUAL PROPERTY AND OWNERSHIP

11.1 You acknowledge that LICENSOR retains ownership of all rights, title and interest (including all Intellectual Property Rights) in and to the Software (including any Improvements and Covered Work Product), Product Configuration, and Documentation, and that You shall not have any interest in such items except as expressly and unambiguously provided in this Agreement. If LICENSOR and You jointly develop any of the items described in the preceding sentence, then You further acknowledge that LICENSOR shall own all right, title and interest (including all Intellectual Property Rights) in and to the Improvements, the Covered Work Product, and any inventions or other subject matter developed in connection with the Software, and You hereby irrevocably assign to LICENSOR all of Your worldwide rights, title and interest in and to all such items, and You agree to sign all documents and perform all acts reasonably necessary to perfect the foregoing assignment and defend the assigned rights. You expressly acknowledge and agree that none of the Covered Work Product shall be deemed to constitute "work made for hire" under Federal copyright laws (17 U.S.C. Sec. 101). In the event that any of the foregoing subject matter to be assigned is not assignable to LICENSOR for any reason, then You hereby grant to LICENSOR a worldwide, perpetual, unrestricted, royalty-free, fully paid, exclusive license with respect to such non-assignable subject matter, including all Intellectual Property Rights; the right to grant and authorize sublicenses; to make, have made, use, sell, offer for sale, and import any and all products, services or components; practice any method or process; copy, modify, have modified, create and have created derivative works; publicly display, perform and distribute; and otherwise exploit the non-assignable subject matter in any media or form, now existing or in the future, for any and all purposes.

11.2 All rights not expressly granted by LICENSOR are reserved. The Software and Documentation are protected by copyright and other intellectual property laws and treaties. You must reproduce and include the copyright and other proprietary notices of LICENSOR on any copy of all or any portion of the Software and Documentation, and all such copies shall be subject to all the terms and conditions of this Agreement.

12. U.S. GOVERNMENT END USER RIGHTS

The Software and any Product Configuration qualify as "restricted computer software," and the Software Documentation qualifies as "limited rights data," as those terms are defined in FAR 52.227-14, Rights in Data – General. Any Software, Product Configuration, or Software Documentation delivered to a U.S. Government End User shall be subject to the terms of this

Agreement and applicable Addenda, including but not limited to Addendum 3, to be incorporated in and made part of any contract between LICENSOR and a U.S. Government End User.

13. THIRD PARTY CONTENT

To the extent the Software includes any third-party or open source software, then such software shall be subject to the terms and conditions of such respective third parties as are included with the Software installation files. Any further requests or inquiries regarding third-party content can be made to Stephen Bailey, sbailey@chainbridgesolutions.com or info@chainbridgesolutions.com.

14. ACKNOWLEDGEMENTS

14.1 YOU HAVE READ THIS ENTIRE AGREEMENT AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

14.2 THIS AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF THE UNDERSTANDING AND CONTRACT BETWEEN US AND SUPERSEDES ANY AND ALL PRIOR ORAL OR WRITTEN COMMUNICATIONS OF ANY KIND RELATING TO THE SUBJECT MATTER HEREOF.

14.3 THIS AGREEMENT MAY NOT BE MODIFIED, AMENDED OR IN ANY WAY ALTERED EXCEPT BY A WRITTEN AMENDMENT TO THIS AGREEMENT SIGNED BY THE LICENSOR. ANY AMENDMENT TO THIS AGREEMENT MAY BE ISSUED BY LICENSOR AT ANY TIME, WITH OR WITHOUT NOTICE, AND SHALL BECOME EFFECTIVE IMMEDIATELY UPON RECEIPT, UNLESS STATED OTHERWISE IN THE AMENDMENT.

14.4 ANY AGREEMENT PROVISION FOUND BY A COURT OF LAW OR ARBITRATOR TO BE ILLEGAL, INVALID, OR UNENFORCEABLE SHALL AUTOMATICALLY BE DEEMED CONFORMED TO THE MINIMUM REQUIREMENTS OF LAW AND IT, WITH ALL OTHER PROVISIONS, SHALL BE GIVEN FULL FORCE AND EFFECT. WAIVER OF A PROVISION IN ONE INSTANCE SHALL NOT PRECLUDE ITS ENFORCEMENT ON FUTURE OCCASIONS. SUCH FINDINGS OF ILLEGALITY, INVALIDITY, AND/OR UNENFORCEABILITY OF ONE OR MORE OF THE PROVISIONS HEREIN SHALL NOT AFFECT THE REMAINING PROVISIONS.

14.5 YOU HEREBY AGREE THAT LICENSOR WOULD BE IRREPARABLY DAMAGED IF THE TERMS AND CONDITIONS OF THIS AGREEMENT WERE NOT SPECIFICALLY ENFORCED, AND THEREFORE YOU AGREE THAT LICENSOR SHALL BE ENTITLED TO APPROPRIATE EQUITABLE REMEDIES, INCLUDING, BUT NOT LIMITED TO, INJUNCTIVE RELIEF AND SPECIFIC PERFORMANCE WITH RESPECT TO BREACHES OF THIS AGREEMENT WITHOUT THE OBLIGATION TO POST BOND, IN ADDITION TO SUCH OTHER REMEDIES AS LICENSOR MAY OTHERWISE HAVE AVAILABLE TO IT UNDER APPLICABLE LAWS.

15. RELATIONSHIP OF THE PARTIES

This Agreement does not create a partnership, joint venture or any relationship between LICENSOR and You. You do not have any right, power or authority to act as a legal representative of LICENSOR.

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Addendum 1 – Product Subscription License

This Product Subscription License Addendum sets forth the Supplemental Terms that apply to Your use of the Software under a Product Configuration, and includes the LICENSOR End User License Agreement, which is incorporated herein by reference in its entirety. This Addendum will take precedence over any conflicting terms of the End User License Agreement.

1. DEFINITIONS

In addition to the definitions provided in the End User License Agreement, the following definitions apply to this Addendum:

"Designated Cloud Account" means a virtual boundary within a cloud infrastructure that LICENSOR shall designate for the purpose of hosting the Software for use by End Users.

"End Users" means employees that use a license from a specific Product Subscription License.

"Product Subscription License" means a term license with annual subscription access based on the number of users.

"Subscription Monitoring Service" means the computer software located within the LICENSOR'S cloud account that authorizes ongoing product use to a Product Subscription License deployed in Your cloud account.

2. GRANT OF LICENSE

The following supplements Section 2, Grant of License, of the End User License Agreement:

2.1 For each Product Subscription License purchased and deployed in LICENSOR's cloud account:

- a. You may use this Product Configuration on a single Designated Cloud Account (Agency Gov Cloud). The Product Configuration may be used by End Users only based on the maximum number of licensed End Users as defined in the Product Subscription License. The location of the Designated Cloud Account shall be designated by You and the maximum number of licensed End Users shall be [INSERT] ("License Limit"). If the number of users attempting to access or use the Software exceeds the License Limit, then any users in excess of the License Limit will be automatically prevented from accessing and/or using the Software (including by being denied login, blocked from provisioning, or otherwise restricted by the Software) until (i) usage falls back within the License Limit, or (ii) LICENSOR consents in writing to enlarging the License Limit. You agree and acknowledge that the Software may include technical measures designed to enforce the License Limit. You agree not to circumvent or disable such technical measures, nor permit any third party from doing so; and
- b. You acknowledge that in order to operate the Product Subscription License for the Designated Cloud Account, You will allow license reporting data to be transmitted on a regular basis to LICENSOR's Subscription Monitoring Service. License reporting data that will be transmitted includes an identification of Your organization and the number of unique end users that are active in the Product..

2.2 All rights not specifically granted herein or not specifically granted in the End User License Agreement are prohibited.

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Addendum 2 – Annual Support and Software Updates Agreement

This Annual Support and Software Updates Agreement Addendum sets forth the Supplemental Terms that apply to Your purchase of the Product Subscription License(s) (as defined in the applicable LICENSOR End User License Agreement) and includes the LICENSOR End User License Agreement, which is incorporated herein by reference in its entirety. This Addendum will take precedence over any conflicting terms of the End User License Agreement.

1. BENEFITS

The following benefits are available to You under this Addendum:

1.1 Technical Support

Technical Support is available in a variety of areas in support of Software usage including: licensing, installation and configuration support; application of best practices; integration with other software; and other technical problem analysis.

Technical Support is typically provided remotely by LICENSOR's centralized technical support staff but may be supplemented with onsite support, as needed, at LICENSOR's discretion.

Technical Support is available from LICENSOR's centralized technical support staff as follows:

Hours: 8 AM to 6 PM, Monday through Friday _____

Email: __perseus-support@chainbridgesolutions.com _____

Technical Support outside of the above parameters may be available upon request.

1.2 Software Updates

1.2.1 For each Product Subscription License purchased and deployed in LICENSOR's cloud account:

Software Updates consist of new product releases which are issued periodically at LICENSOR's discretion, and may include new functionality, enhancements, and bug fixes. Software Updates are provided only for standard cloud platforms and operating systems supported by LICENSOR as described in the Documentation. Software Updates will apply only to unmodified Software and commercially released updated versions of the Software. You are responsible for making or arranging for updates to interfaces for nonstandard devices or custom applications.

Software Updates are provided subject to the terms and conditions of the then current and applicable LICENSOR Software License Agreement.

All major product releases and maintenance releases will be communicated with You or your designated representative at least ten (10) business days in advance. These product and maintenance releases will be deployed during agreed-upon maintenance windows. Security-related releases or patches may require a deployment with little or no notice.

1.2.2 For each Product Subscription License purchased and deployed in Your cloud account:

When the Product Configuration is hosted in Your cloud account, Software Updates are not included. A support contract is needed in order to receive Software Updates. As long as the support contract scope includes Software Updates, You can request these updates in alignment with the LICENSOR's Software Updates for LICENSOR-hosted customers. Critical and High security updates to application code and functionality that are deployed to customers in the LICENSOR account can also be made available to Product Subscription Licenses deployed in Your cloud account.

1.3 Technical Support Life Cycle

If the Product Subscription License is active, LICENSOR shall provide Technical Support for the current release and three (3) prior releases of the Software. This shall apply to all releases of the software other than maintenance releases. Technical Support for the Product Configuration when it is hosted in Your cloud account is provided under a separate agreement.

2. AGREEMENT TERM, RENEWAL AND REINSTATEMENT

The term of the Annual Support and Software Updates Agreement shall be annual from the applicable anniversary date of the Product Subscription License, unless otherwise stated in the applicable Ordering Documents. The Product Subscription License must be renewed annually for ongoing access to the above support. If the Product Subscription License is not renewed by the end of its term, and paid within 30 days of the start of the subsequent year, all the rights and privileges associated with the Annual Support and Software Updates Agreement shall terminate. For Product Subscription License agreements terminated during the annual term, the Annual Support and Software Updates Agreement shall terminate immediately.

3. LIMITATION OF LIABILITY AND REMEDIES

During the term of the Annual Support and Software Updates Agreement, LICENSOR will use commercially reasonable efforts to provide You with Technical Support to address any material issue or problem determined to be in the Software. While it is LICENSOR's goal to provide answers or solutions which address such issues or problems, LICENSOR is unable to guarantee that every issue or problem can or will be resolved. EXCEPT FOR THE ABOVE EXPRESS LIMITED WARRANTY, LICENSOR DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED, TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

IN NO EVENT WILL LICENSOR BE LIABLE TO YOU FOR ANY, INDIRECT OR OTHER DAMAGES, INCLUDING ANY LOST PROFITS, LOST SAVINGS OR OTHER INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATING TO TECHNICAL SUPPORT, OR A LOSS OF DATA OR PROFITS, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION, EVEN IF LICENSOR OR ANY AUTHORIZED LICENSOR BUSINESS PARTNER HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOR SHALL LICENSOR BE LIABLE FOR ANY SIMILAR CLAIM AGAINST YOU BY ANY OTHER PARTY. LICENSOR'S OBLIGATIONS UNDER THE ANNUAL SUPPORT AND UPGRADES AGREEMENT, UNDER ANY THEORY OF LIABILITY OR CONTRIBUTION, SHALL NOT EXCEED THE AMOUNT PAID BY YOU FOR THE APPLICABLE ANNUAL SUPPORT AND UPGRADE AGREEMENT TERM.

4. ENTIRE AGREEMENT

The Annual Support and Software Updates Agreement is the complete and exclusive statement of the understanding and contract between us and supersedes any and all prior oral or written communications of any kind relating to the subject matter hereof. This Annual Support and Software Updates Agreement may not be modified, amended or in any way altered except by a written agreement signed by both You and LICENSOR.

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Addendum 3 – Government Specific Terms and Conditions

This Government Specific Terms and Conditions Addendum sets forth Supplemental Terms that apply to any End User that is an agency, ordering activity, or other authorized entity or instrumentality of the U.S. Government. This Addendum replaces the terms of any clauses that are not acceptable to the U.S. Government pursuant to federal law. All other provisions of the End User License Agreement, including any other applicable Addenda, shall remain in full force and effect unless otherwise indicated herein. This Addendum is incorporated into and made a part of any contract entered into between LICENSOR and the U.S. Government.

1. Sections 5.1(c) and 5.1(d) of the End User License Agreement are deleted in their entirety and replaced with the following language: “c. the U.S. Department of Justice has the sole right to represent the United States Government in the defense of any action and negotiation related to the defense or settlement of any claim; and d. You reasonably cooperate in the defense of the claim at LICENSOR’S request.”

2. The second and third sentences of Section 5.2 of the End User License Agreement are deleted in their entirety.

3. Section 5.5 of the End User License Agreement is deleted in its entirety and replaced with “Reserved.”

4. The second and third sentences of Section 7 of the End User License Agreement are deleted in their entirety.

5. The following language from Section 8 of the End User License Agreement is deleted in its entirety: “provided, however, that for customers outside of the United States and its Territories, any dispute arising out of or relating to this Agreement or the breach thereof that cannot be resolved in accordance with the disputes clause of the applicable Ordering Document(s) shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one (1) arbitrator appointed in accordance with said rules. The language of arbitration will be English. The place of the arbitration shall be Fairfax County, Virginia. Either party shall, at the request of the other, make available documents or witnesses relevant to the major aspects of the dispute.”

6. The following language is added to the end of Section 9 of the End User License Agreement: “LICENSOR may not assign this Agreement or delegate any of its rights or obligations hereunder without the Government’s prior approval; provided, however, that LICENSOR or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. § 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), LICENSOR may not assign its rights to receive payment under this Agreement.”

7. Section 14.3 of the End User License Agreement is deleted in its entirety and replaced with the following language: “THIS AGREEMENT MAY NOT BE MODIFIED, AMENDED OR IN ANY WAY ALTERED EXCEPT BY A WRITTEN AMENDMENT TO THIS AGREEMENT SIGNED BY YOU AND THE LICENSOR.”

8. Section 14.5 of the End User License Agreement is deleted in its entirety and replaced with the following language: “YOU HEREBY AGREE THAT LICENSOR WOULD BE IRREPARABLY DAMAGED IF THE TERMS AND CONDITIONS OF THIS AGREEMENT WERE NOT SPECIFICALLY ENFORCED, AND THEREFORE YOU AGREE THAT LICENSOR MAY RECOVER EQUITABLE OR INJUNCTIVE RELIEF, WITHOUT THE OBLIGATION TO POST BOND, AGAINST YOU FOR ANY BREACH OF THIS AGREEMENT WHEN EXPLICITLY ALLOWED BY STATUTE.”

9. Section 2 of Addendum 3 – Annual Support and Updates Agreement is deleted in its entirety and replaced with the following language: “The term of the Annual Support and Updates Agreement shall be one year, unless otherwise stated in the applicable Ordering Document(s), and may be renewed for an additional one-year term upon issuance of an extension in writing signed by You and LICENSOR.”

10. To the extent FAR 52.227-14, Rights in Data – General is incorporated into the contract between LICENSOR and a U.S. Government End User, then pursuant to FAR 27.409(b)(4), Alternate III of clause FAR 52.227-14 shall apply, and the Restricted Rights Notice to be affixed by LICENSOR to any Software or Product Configuration delivered to the Government shall be modified as follows:

Restricted Rights Notice

This computer software is submitted with restricted rights under Government Contract No. _____ (and subcontract _____, if appropriate). It may not be used, reproduced, or disclosed by the Government except as provided in the CHAINBRIDGE SOLUTIONS INCORPORATED PERSEUS™ END USER LICENSE AGREEMENT.

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11. To the extent FAR 52.227-14, Rights in Data – General is incorporated into the contract between LICENSOR and a U.S. Government End User, then pursuant to FAR 27.409(b)(3), Alternate II of clause FAR 52.227-14 shall apply.

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