

HERCULES SYSTEMS, INC.

END USER LICENSE AGREEMENT

AWS Marketplace Edition, with Government Addenda

Version 1.0 | Effective September 14, 2026

Sold through AWS Marketplace by TFG Technology Solutions, LLC, authorized reseller of record

How This Agreement Applies

This document is a single agreement organized in four Parts. Part I states the general license terms and applies to every Customer. Parts II, III, and IV state the additional terms that apply, and the modifications to Part I that take effect, when the Customer is a government customer. Only the Parts identified below apply to a given Customer. A Part that does not apply to a Customer has no effect on that Customer and does not modify Part I as to that Customer.

If the Customer is	The Parts that apply are	How the terms are accepted
A commercial or other non-government Customer	Part I only	Acceptance of the Marketplace Offer through AWS Marketplace
An agency or instrumentality of the United States Government	Parts I, II, and IV	A contract, task order, or delivery order executed by a Contracting Officer. Parts II and IV are executed on the signature pages at the end of this document and the AWS Marketplace Offer identifier is recorded there
A State, local, tribal, or public education entity, including an entity purchasing under a cooperative purchasing agreement	Parts I and III	A contract or purchase order issued by an Authorized Representative of the Public Entity. Part III is executed on the signature page at the end of this document

Cross-References

A reference to a Section is a reference to a Section of the same Part unless another Part is identified. A reference to a Section of another Part is written in the form "Section 13(c) of Part I."

How the Solution Is Delivered

The Solution is licensed software that is installed, operated, and run entirely within the Customer's own environment, whether on premises or in a cloud tenancy that the Customer owns and controls. Hercules does not host the Solution. Neither Hercules nor TFG Technology Solutions, LLC operates a hosted, multi-tenant, or shared environment in which the Solution runs, and neither holds, stores, or processes Customer Content in any Hercules-controlled or TFG-controlled environment in the ordinary course of providing the Solution. AWS Marketplace is the purchasing, entitlement, and billing channel for the Solution. The Solution is not delivered from, and does not run on, Amazon Web Services infrastructure operated by or on behalf of Hercules.

Professional Services Are Ordered Separately

Implementation, configuration, integration, data mapping, training, stakeholder support, and ongoing operations and maintenance are not included in the license granted by this Agreement. Because the required level of effort differs by use case, those services are scoped with the Customer directly and are ordered from TFG Technology Solutions, LLC under TFG's separate AWS Marketplace professional services listing and the professional services agreement applicable to that listing. Nothing in this Agreement obligates the Customer to purchase professional services, and nothing in this Agreement governs the terms on which those services are performed.

Bracketed Items

Bracketed items in Parts II, III, and IV require completion or selection before execution.

PART I. GENERAL TERMS

This Part I of this End User License Agreement (this "Agreement") is a binding agreement between Hercules Systems, Inc. (d/b/a Hercules), a Delaware corporation with offices at 1475 S. Bascom Ave, Ste. 204, Campbell, CA 95008 ("Hercules"), and the Person that subscribes to the Solution through AWS Marketplace ("Customer"), as identified in the applicable Marketplace Offer.

Authorized Reseller. TFG Technology Solutions, LLC, a Virginia limited liability company with offices at 1629 K Street NW, Suite 300, Washington, DC 20006 ("TFG"), is the AWS Marketplace seller of record for the Solution and is Hercules's authorized reseller. Hercules is the licensor of the Solution and is responsible to Customer for the obligations stated in this Agreement regardless of the acquisition channel. TFG is responsible for the obligations stated in the separate agreement governing any professional services Customer purchases from TFG. Neither Hercules nor TFG will condition Customer's rights under this Agreement on the terms of any agreement between Hercules and TFG.

Relationship to Master Agreement. If Customer and Hercules, or Customer and TFG, have executed a Master Services Agreement or other written master agreement governing Customer's license of the Solution (a "Master Agreement"), that Master Agreement governs the subject matter it addresses and this Agreement supplements it solely as to the terms on which Customer and its Users may install and use the Solution. In the event of any conflict or inconsistency between this Agreement and the Master Agreement, the Master Agreement controls. Nothing in this Agreement expands Hercules's rights, or reduces Hercules's obligations, as set forth in the Master Agreement. Where Part II or Part III applies, that Part applies in place of any Master Agreement.

AWS Marketplace. Customer has obtained the Solution through AWS Marketplace. Amazon Web Services, Inc. and its affiliates ("AWS") are not a party to this Agreement, are not a third-party beneficiary of it, and have no obligation or liability under it. Customer's use of AWS Marketplace, and Customer's relationship with AWS, are governed by the AWS Customer Agreement, the AWS Service Terms, and the other terms AWS applies to AWS Marketplace (together, the "AWS Marketplace Terms"), which are separate from this Agreement. All Fees, invoicing, payment, currency, taxes, credits, and refunds for the Solution are handled by AWS in accordance with the applicable Marketplace Offer and the AWS Marketplace Terms; neither Hercules nor TFG invoices Customer directly for the license and neither charges interest, collection cost, or late fee under this Agreement. The commencement, duration, renewal, non-renewal, and cancellation of Customer's Subscription are determined by the Marketplace Offer and the AWS Marketplace Terms. Hercules and TFG may receive from AWS the account and entitlement information necessary to provision, license, and support the Subscription. The version of this Agreement posted for the Solution on AWS Marketplace at the time Customer accepts a Marketplace Offer governs that Subscription for its duration, unless the parties agree otherwise in writing.

HERCULES LICENSES THE SOLUTION SOLELY ON THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT AND ON THE CONDITION THAT CUSTOMER ACCEPTS AND COMPLIES WITH THEM. BY ACCEPTING A MARKETPLACE OFFER FOR THE SOLUTION THROUGH AWS MARKETPLACE, OR BY INSTALLING, ACCESSING, OR USING THE SOLUTION, YOU (A) ACCEPT THIS AGREEMENT AND AGREE THAT CUSTOMER IS LEGALLY BOUND BY ITS TERMS; AND (B) REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF CUSTOMER AND TO BIND CUSTOMER TO ITS TERMS. IF CUSTOMER DOES NOT AGREE TO THE TERMS OF THIS AGREEMENT, HERCULES WILL NOT AND DOES NOT GRANT ANY RIGHT TO INSTALL, ACCESS, OR USE THE SOLUTION, AND YOU MUST NOT INSTALL, ACCESS, OR USE THE SOLUTION OR THE DOCUMENTATION. THE PRECEDING SENTENCES DO NOT APPLY TO A CUSTOMER TO WHICH PART II OR PART III APPLIES, WHICH IS BOUND ONLY AS SET OUT IN THAT PART.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT OR CUSTOMER'S ACCEPTANCE OF ITS TERMS AND CONDITIONS, NO RIGHT OR LICENSE IS GRANTED (WHETHER EXPRESSLY, BY IMPLICATION, OR OTHERWISE) UNDER THIS AGREEMENT, AND THIS AGREEMENT EXPRESSLY EXCLUDES ANY RIGHT, WITH RESPECT TO ANY USE OF THE SOLUTION THAT IS NOT AUTHORIZED UNDER AN ACTIVE SUBSCRIPTION OR THAT IS OBTAINED THROUGH LICENSE KEYS OR CREDENTIALS NOT LAWFULLY ISSUED TO CUSTOMER OR ITS USERS BY HERCULES OR TFG.

1. Definitions

For purposes of this Agreement, the following terms have the following meanings:

"Affiliate" means an entity that, directly or indirectly, owns or controls, is owned or is controlled by, or is under common ownership or control with a party.

"Authorized User" or "User" means solely those individual employees or contractors of Customer that Customer designates, and to whom Customer grants access to the Solution, to use the Solution on Customer's behalf for Customer's internal business purposes pursuant to the rights granted under this Agreement and the applicable Order Form.

"AWS Marketplace" means the online marketplace operated by AWS through which Customer subscribes to the Solution.

"Customer Content" means software, data, text, audio, video, or images that Customer or any User uploads into or processes with the Solution, including prompts and other inputs submitted to the Solution. Customer Content resides within the Customer Environment.

"Customer Environment" means the information technology environment owned, leased, or otherwise controlled by Customer, whether located in Customer's own facilities or in a cloud tenancy held in Customer's name, within which the Solution is installed and operated, and which sits within Customer's own security and authorization boundary.

"Documentation" means Hercules's technical documentation for the applicable Solution, including user and administrator guides, installation and secure configuration guidance, and technical specifications, provided or made available by Hercules in printed, electronic, or other form, that describe the installation, operation, use, or technical specifications of the Solution. Documentation excludes marketing materials, sales presentations, benchmark or evaluation results, roadmap or other forward-looking statements, and any description of features not yet generally available.

"Fees" means the fees payable by Customer for the applicable Solution as set forth in the Marketplace Offer, which are billed and collected by AWS in accordance with the AWS Marketplace Terms.

"Hercules Technology" means, individually or collectively, the Solution, the Documentation, and any other software, technology, models, or data provided or made available by Hercules to Customer, including any Updates to these items.

"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, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

"Marketplace Offer" means the public offer, private offer, or other ordering mechanism accepted by Customer through AWS Marketplace for the Solution, which specifies the Solution, the Subscription Term, the permitted number of Users, any applicable usage limits and entitlements, and the Fees.

"Master Agreement" has the meaning set forth in the preamble.

"Order Form" means the applicable Marketplace Offer and, where the parties have executed one, any private offer terms or separate ordering document; references in this Agreement to an Order Form are references to the Marketplace Offer unless the context requires otherwise.

"Output" means the results, responses, insights, or other content generated by the Solution from, or in response to, Customer Content.

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

"Services" means the integration, training, configuration, support, and maintenance services purchased by Customer, which are ordered separately from TFG as described in the front matter of this document and are not licensed or provided under this Agreement except where an Order Form expressly states otherwise.

"Solution" means Hercules's proprietary, artificial intelligence powered offering ordered by Customer in an Order Form, provided in machine-executable form and installed, operated, and run within the Customer Environment.

"Subscription" means Customer's active subscription to the Solution through AWS Marketplace under a Marketplace Offer.

"Subscription Term" means the set time period designated in an Order Form during which Customer is licensed to use the Solution.

"Taxes" means taxes, levies, duties, or similar governmental assessments of any nature, including any sales, use, goods and services, value-added, withholding, or similar taxes, whether domestic or foreign, but excluding any taxes based on the net income, property, or employees of Hercules.

"TFG" has the meaning set forth in the preamble.

"Third Party" means any Person other than Customer, Hercules, or TFG.

"Updates" means periodic enhancements, updates, new features, new functionalities, patches, or other improvements or changes to the Solution or any other Hercules Technology.

"Usage Data" means license entitlement and consumption metrics regarding Customer's and Users' use of the Solution, excluding Customer Content and Output.

2. License Grant and Scope

Subject to and conditioned upon Customer's compliance with all terms and conditions set forth in this Agreement, any Master Agreement, and the applicable Order Form:

(a) License Grant. Hercules hereby grants to Customer, during the applicable Subscription Term, a non-exclusive, non-transferable, non-sublicensable, limited license to install, operate, and use the Solution within the Customer Environment, solely by and through its Authorized Users, solely for Customer's internal business purposes, and solely in accordance with this Agreement, the Documentation, and the entitlements, usage limits, and other restrictions set forth in the applicable Order Form.

(b) Delivery Within the Customer Environment. The Solution is delivered in machine-executable form for installation within the Customer Environment. Customer provides, controls, and is responsible for the Customer Environment. Hercules does not host or operate the Solution, and no instance of the Solution is operated by or on behalf of Hercules for Customer. Nothing in this Agreement obligates Hercules to deliver, escrow, or otherwise make available the source code of the Solution, its model weights, or its model architecture. In addition to the production instances permitted by the Order Form, Customer may install and operate a reasonable number of non-production instances within the Customer Environment for testing, staging, training, and disaster recovery purposes, and may retain archival copies of the Solution as installed for business continuity, in each case subject to all terms and restrictions of this Agreement.

(c) Documentation. Hercules hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable, revocable, royalty-free license during the applicable Subscription Term to access, use, copy, and reproduce the Documentation solely as reasonably necessary to support Customer's authorized installation and use of the Solution. All copies of the Documentation made by Customer:

(i) will be the exclusive property of Hercules;

(ii) will be subject to the terms and conditions of this Agreement; and

(iii) must include all trademark, copyright, patent, and other Intellectual Property Rights notices contained in the original.

(d) Users and Credentials. Customer may permit its Authorized Users to use the Solution up to the number of Users and within the usage limits set forth in the applicable Order Form. Where the Solution issues individual credentials, each set of credentials is issued to a single named individual and may not be shared. Customer may reassign credentials to a new Authorized User only where the prior Authorized User no longer requires access to the Solution. Customer administers user accounts within the Customer Environment.

(e) Affiliates. Customer's Affiliates may use the Solution only to the extent expressly identified in an Order Form. Customer remains responsible and liable for each such Affiliate's compliance with this Agreement.

(f) Order Forms. Notwithstanding anything to the contrary, Customer's rights to install and use the Hercules Technology as granted under this Section 2 are contingent on an active Subscription and on Customer's compliance with the entitlements and usage limits set forth in the applicable Marketplace Offer. Those rights commence when AWS confirms the Subscription to Hercules or TFG and end when the Subscription expires, is cancelled, or is terminated in accordance with this Agreement or the AWS Marketplace Terms.

3. Third-Party Materials

The Solution may incorporate, or be operated using, software, content, data, models, or other materials, including related documentation and, where the Order Form so specifies, model-serving services, that are owned or operated by Persons other than Hercules ("Third-Party Materials"). Where Hercules makes Third-Party Materials available to Customer on terms that are in addition to, or different from, those contained in this Agreement ("Third-Party Licenses"), Hercules will make a list of those Third-Party Licenses available to Customer upon written request, and Customer will be bound by and comply with them. Any breach by Customer or any of its Authorized Users of any Third-Party License is also a breach of this Agreement. Hercules remains responsible

for the performance of its subcontractors and, upon Customer's written request, will make available a list of its then-current subcontractors and of any Third-Party Materials that process Customer Content.

4. Use Restrictions

Customer shall not, and shall require its Authorized Users not to, directly or indirectly:

- (a) install or use the Solution, the Documentation, or any other Hercules Technology beyond the scope of the rights granted under Section 2, or in excess of the entitlements or usage limits set forth in the applicable Order Form;
- (b) provide any other Person, including any subcontractor, independent contractor, or Affiliate that is not identified as a permitted user in an Order Form, with access to or use of the Solution or the Documentation;
- (c) modify, translate, adapt, or otherwise create derivative works or improvements, whether patentable, of the Hercules Technology or any part thereof, except for configuration, rules, mappings, and settings created through the features the Solution provides for that purpose;
- (d) reverse engineer, disassemble, decompile, decode, hack, or otherwise attempt to derive or gain access to the source code, model weights, model architecture, or training methodology of the Solution or any part thereof, including by systematically generating or extracting Output for any such purpose, except to the extent that restriction is prohibited by applicable law;
- (e) remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices provided on or with the Hercules Technology, including in any copy of the Documentation;
- (f) except as expressly set forth in Sections 2(b) and 2(c), copy the Documentation in whole or in part, or copy, mirror, or create an additional instance of the Solution in whole or in part;
- (g) rent, lease, lend, sell, resell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Solution, or any features, functionality, or Output of the Solution, to any Third Party for any reason, whether or not over a network or on a hosted basis, including in connection with any web hosting, virtual private network, virtualization, time-sharing, service bureau, software-as-a-service, application programming interface resale, or similar offering, unless such use is expressly permitted in an Order Form or another mutually agreed written agreement;
- (h) use the Hercules Technology or any Output in violation of any applicable law, regulation, or rule;
- (i) circumvent or attempt to circumvent any security, licensing, authentication, rate-limiting, content-filtering, or usage-monitoring measure of the Solution, or attempt to gain unauthorized access to any component of the Solution that Customer is not licensed to use;
- (j) allow any Person to use the Solution, by shared login or otherwise, beyond that expressly permitted in the applicable Order Form and the Documentation;
- (k) interfere with or disrupt the integrity of the Solution, including by introducing any viruses, malware, or other harmful code into it. Customer may conduct security, vulnerability, and penetration testing of the Solution as installed within the Customer Environment, and will share the results of that testing with Hercules on request so that Hercules may remediate any finding;
- (l) use the Hercules Technology or any Output for purposes of competitive analysis of the Solution, or to develop, train, fine-tune, or improve any machine learning model, artificial intelligence system, software product, or service that competes with the Solution; or
- (m) announce, publish, or otherwise disclose any benchmarking or performance characteristics of the Solution, or any other reference to Hercules or to any of Hercules's products, software, or services, without Hercules's prior written approval. This Section 4(m) does not restrict disclosure required by law, including disclosure required of a government customer under Part II or Part III.

5. Acceptable Use; Artificial Intelligence

- (a) Prohibited Content and Uses. Customer will not, and will not permit any Authorized User or Third Party to, use the Solution to: (i) process or transmit any material that is unlawful, defamatory, or infringing, or that Customer lacks the right to submit; (ii) introduce any viruses, malware, or other harmful code; (iii) process any protected health information, payment card data, government-issued identification numbers, biometric identifiers, or other information subject to heightened regulatory

protection, unless expressly permitted in an Order Form; or (iv) support any safety-critical or high-risk application, including the operation or control of industrial equipment, machinery, vehicles, aircraft, vessels, medical devices, or critical infrastructure; the diagnosis or treatment of any medical condition; the determination of worker or workplace safety; emergency response or dispatch; or any other use in which failure, error, or inaccuracy of the Solution or its Output could reasonably be expected to result in death, bodily injury, or physical property damage, in each case unless expressly permitted in a private offer or other separate written agreement between Customer and Hercules.

(b) Nature of Output; Human Review. Customer acknowledges that the Solution employs artificial intelligence and machine learning techniques, that Output is probabilistic in nature, and that Output may be inaccurate, incomplete, or otherwise unsuitable for Customer's intended purpose. Customer will not use any Output as the sole basis for any decision that has a legal or similarly significant effect on an individual without meaningful human review, and Customer is solely responsible for evaluating Output for accuracy, completeness, and appropriateness before relying on or acting upon it.

(c) Response to Violations. Because the Solution operates within the Customer Environment and is not under Hercules's operational control, Hercules does not suspend or disable Customer's running instances. If Hercules reasonably determines that Customer is in violation of Section 4 or this Section 5, Hercules will notify Customer in writing, identify the violation, and allow Customer the cure period set out in Section 11(c). Hercules may thereafter exercise its termination rights under Section 11(c), and may decline to issue renewed license keys, but will not remotely deactivate, disable, throttle, or degrade an installed instance during the Subscription Term. Suspension, cancellation, or termination of the Subscription for non-payment is handled by AWS in accordance with the AWS Marketplace Terms, and Hercules may decline to issue license keys for a period following written notice from AWS that the Subscription has lapsed, been cancelled, or been terminated.

6. Responsibility for Access and Use

(a) Responsibility. Customer is responsible and liable for all use of the Solution and the Documentation through credentials issued to, or access provided by, Customer or any Authorized User, directly or indirectly, and for all use of the Solution within the Customer Environment. Without limiting the generality of the foregoing, Customer is responsible and liable for all actions and failures to take required actions with respect to the Solution and the Documentation by its Authorized Users, or by any other Person to whom Customer or an Authorized User may provide access to or use of the Solution or the Documentation, whether such access or use is permitted by or is in violation of this Agreement. Any use of the Solution by an Authorized User must be solely for the benefit of Customer. If no Master Agreement is in effect, Customer will defend Hercules against any Third Party claim arising from or relating to (i) Customer Content, (ii) Customer's or any Authorized User's use of, reliance on, publication of, or failure to review any Output, including any decision made or action taken on the basis of Output, (iii) any use of the Solution or Output in breach of Section 4 or Section 5, and (iv) any claim by a Customer employee, applicant, contractor, or other individual, or by any regulator on their behalf, alleging discrimination, disparate impact, unfair or unlawful employment practice, or violation of any law governing automated decision-making arising from Customer's use of the Solution or Output, and will indemnify and hold harmless Hercules from and against any damages and costs (including reasonable attorneys' fees) resulting from such claims, except to the extent the claim arises from Hercules's breach of this Agreement. This Section 6(a) is modified as to government customers by Section 5 of Part II and Section 5 of Part III.

(b) Credentials and Notification. Customer is responsible for safeguarding its license keys and access credentials and will promptly notify Hercules upon becoming aware of any unauthorized use of the Solution, or of any loss or compromise of license keys or credentials. Customer will also notify Hercules in writing promptly, and in any event within 30 days after receiving written notice, of any Third Party claim for which Customer may seek indemnification or contribution from Hercules, and will provide Hercules and its insurers with the cooperation and assistance reasonably requested in connection with that claim, including compliance with the notice, cooperation, and reporting conditions of any applicable insurance policy. Customer will not make any admission of liability, or any voluntary payment or settlement, in respect of such a claim without Hercules's prior written consent.

(c) Customer Environment. Customer is responsible for providing and maintaining the Customer Environment in accordance with the system requirements set out in the Documentation, including compute, storage, network, identity, operating system, and database components, and for providing reasonable cooperation and access to personnel necessary for Hercules or TFG to deliver, install, and support the Solution.

7. Allocation of Security Responsibility; Support; Availability

(a) Allocation of Responsibility. Because the Solution is installed and operated within the Customer Environment, Customer is responsible for the security, availability, configuration, monitoring, backup, and disaster recovery of the Customer Environment and of the Solution as operated within it, including identity and access management, network controls, encryption at rest and in transit within the Customer Environment, logging, and patch application. Hercules is responsible for its own information security program covering the development, build, signing, and delivery of the Solution and any Updates, and for the systems Hercules uses to support Customer. That program includes commercially reasonable administrative, technical, and physical safeguards, secure development practices, vulnerability management, and controls designed so that the Solution and each Update, as delivered, are free of known malicious code and of any undisclosed mechanism capable of disabling, degrading, or extracting data from the Solution. Hercules will make available its then-current security documentation, a component inventory, secure configuration guidance, and, on request, a software bill of materials. Customer is responsible for determining whether the Solution meets any regulatory requirement applicable to Customer or to Customer Content.

(b) Availability. Because the Solution runs within the Customer Environment and Hercules does not operate it, Hercules makes no uptime or availability commitment for any installed instance and no service level credit applies to availability. Any service levels for support response and resolution apply only to support and maintenance services purchased, and are set out in the agreement governing those services.

(c) Licensing Measures. The Solution includes technological licensing and access controls designed to confirm that use is within the entitlements purchased. Customer shall not, and shall not attempt to, remove, disable, circumvent, or otherwise create or implement any workaround to any such control. Those controls will not, and Hercules will not configure them to, delete, encrypt, withhold, or render inaccessible any Customer Content.

8. Updates; Maintenance and Support

(a) Updates. During the applicable Subscription Term, Hercules will make available to Customer all Updates that Hercules generally provides to its customers at no additional charge. Because the Solution is installed within the Customer Environment, Customer determines when an Update is applied, and neither Hercules nor TFG will install, deploy, or apply any Update within the Customer Environment without Customer's authorization. Hercules will provide release notes describing the content of each Update and any change it makes to the functionality, security posture, or data handling of the Solution. All Updates will be deemed part of the Solution and Hercules Technology, and any related documentation will be deemed Documentation, in each case subject to all terms and conditions of this Agreement. Hercules may charge additional Fees for Updates that add materially new modules or functionality, subject to Customer's agreement in an Order Form. Hercules will support the then-current release of the Solution and the immediately preceding major release.

(b) Maintenance and Support. Maintenance and support are not included in the license granted under this Agreement. Where Customer purchases maintenance and support from TFG under a separate Order, those services are provided during the Subscription Term in accordance with that Order. Hercules will support TFG in the delivery of those services and remains responsible for correcting defects in the Solution under Section 12(b).

(c) Support Exclusions. Neither Hercules nor TFG has an obligation to provide maintenance and support services to the extent an issue arises from: (i) Customer's or any Authorized User's breach of this Agreement; (ii) Customer Content; (iii) the Customer Environment, including Customer's systems, network, devices, or configurations, other than to the extent the issue is caused by the Solution; (iv) any use of the Solution other than in accordance with the Documentation; or (v) Customer's failure to apply an Update that Hercules has made available and identified as necessary to correct the issue.

9. Telemetry, Usage Data, and Use of Customer Content

(a) Telemetry Data. The Solution does not transmit error reporting, diagnostic, or configuration data to Hercules except where Customer expressly enables that functionality or provides such data to Hercules in connection with a support request ("Telemetry Data"). Where enabled or provided, Telemetry Data is used solely to operate, maintain, secure, support, and improve the Solution and does not include Customer Content or personally identifiable information. Customer may disable telemetry transmission at any time, and disabling it does not affect Customer's entitlements or, except as expressly stated in an Order Form, Hercules's support obligations.

(b) Usage Data. Hercules and TFG may collect Usage Data limited to license entitlement and consumption metrics necessary to administer the license, to confirm compliance with entitlements, and to make any reporting to AWS required by the AWS

Marketplace Terms. Hercules may use Usage Data to operate, improve, secure, and support the Solution, provided that Hercules will disclose Usage Data externally only in aggregated, anonymized form that does not identify Customer, any Authorized User, or any individual.

(c) No Training on Customer Content. Customer Content remains within the Customer Environment and is not transmitted to Hercules in the ordinary course of operating the Solution. Where Hercules receives or accesses Customer Content, including in connection with a support request or an installation performed at Customer's direction, Hercules will process it solely to provide, maintain, secure, and support the Solution. Hercules will not use Customer Content, including prompts, inputs, Output, embeddings, or results generated through the Solution, to train, fine-tune, or improve any machine learning or artificial intelligence model, except with Customer's prior written consent. Where the Order Form specifies a model-serving service operated outside the Customer Environment, Hercules will procure that service under terms, configurations, or enterprise settings that do not permit the provider to train on Customer Content, and will not knowingly route Customer Content to any provider whose terms permit such training. Hercules will identify in writing, on request, each foundation model and model-serving provider used to deliver the Solution and the location at which inference is performed.

(d) Personal Data. To the extent Customer Content includes personal data subject to applicable data protection laws, each party will comply with its respective obligations under those laws. Where Hercules receives or accesses such personal data, Hercules will process it only as a processor or service provider acting on Customer's documented instructions, which include this Agreement and the applicable Order Form, and will not sell or share such personal data or use it for any purpose other than providing the Solution. If the parties execute a data processing addendum, that addendum is incorporated by reference and controls over this Section 9(d) with respect to its subject matter.

10. Intellectual Property Rights

(a) Hercules Technology. Customer acknowledges and agrees that the Solution and the Documentation are licensed, not sold, to Customer. Customer does not acquire any ownership interest in the Hercules Technology under this Agreement, or any other rights thereto, other than to install and use the same in accordance with the rights granted and subject to all terms, conditions, and restrictions under this Agreement. Hercules and its licensors and service providers, if any, reserve and shall retain their entire right, title, and interest in and to the Hercules Technology and all Intellectual Property Rights arising out of or relating to the Hercules Technology, except as expressly granted to Customer in this Agreement.

(b) Customer Content and Output. As between the parties, Customer is and will remain the exclusive owner of all Customer Content and, as between the parties, owns all Output, results, and insights generated from Customer Content through Customer's authorized use of the Solution, together with the rules, mappings, configurations, settings, and prompt templates Customer creates within the Solution. Hercules retains ownership of the underlying Hercules Technology used to generate such Output. Customer is responsible for ensuring that it has, and will continue to have, all rights, consents, licenses, and authorizations necessary to process Customer Content with the Solution, and will comply with all applicable legal requirements in doing so.

(c) Protection of the Solution. Customer shall use commercially reasonable efforts to safeguard the Solution and the Documentation from infringement, misappropriation, theft, misuse, or unauthorized access. Customer shall promptly notify Hercules if Customer becomes aware of any infringement of Hercules's Intellectual Property Rights in the Solution and shall reasonably cooperate with Hercules in any legal action taken by Hercules to enforce its Intellectual Property Rights.

(d) Feedback. If Customer or any Authorized User provides Hercules with suggestions, enhancement requests, or other feedback regarding the Solution, Hercules may use and incorporate that feedback into the Hercules Technology without restriction or obligation to Customer, provided that such feedback does not include Customer Content or Customer's Confidential Information.

(e) All Rights Reserved. All rights and licenses not expressly granted by Hercules under this Agreement are reserved by Hercules.

11. Term and Termination

(a) Term. This Agreement commences on the date Customer accepts a Marketplace Offer for the Solution and continues for so long as any Subscription remains in effect, unless earlier terminated as set forth herein or in the Master Agreement (the "Term"). Customer's right to install and use the Solution continues for the Subscription Term specified in the Marketplace Offer, as renewed or extended in accordance with the Marketplace Offer and the AWS Marketplace Terms.

(b) Termination by Customer. Customer may terminate this Agreement by cancelling or not renewing its Subscription in accordance with the Marketplace Offer and the AWS Marketplace Terms and ceasing all use of the Solution. Eligibility for any refund or credit is determined by AWS under the AWS Marketplace Terms and the applicable Marketplace Offer; Hercules has no separate refund obligation under this Agreement except as expressly provided in Section 12(b), in Part II, in Part III, or in the Master Agreement.

(c) Termination for Cause. Either party may terminate this Agreement, effective upon written notice to the other party, if the other party breaches this Agreement and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured 30 days after the non-breaching party provides written notice thereof.

(d) Insolvency. Either party may terminate this Agreement, effective immediately, if the other party ceases operations without a successor, or files or has filed against it a petition for voluntary or involuntary bankruptcy or pursuant to any other insolvency law, makes or seeks to make a general assignment for the benefit of its creditors, or applies for or consents to the appointment of a trustee, receiver, or custodian for a substantial part of its property, and such proceeding is not dismissed within 60 days.

(e) Effect of Expiration or Termination. Upon expiration or earlier termination of this Agreement or of the applicable Order Form: (i) all rights and licenses granted hereunder immediately cease and terminate; (ii) any Fees payable in respect of the Subscription are settled through AWS in accordance with the AWS Marketplace Terms; (iii) Customer Content, and the rules, configurations, and settings Customer established within the Solution, remain within the Customer Environment and under Customer's control at all times, and neither Hercules nor TFG will delete, encrypt, withhold, disable, or render inaccessible any Customer Content, any Customer system, or any Customer Environment component; (iv) before ceasing use, Customer may export its Customer Content, and the rules, configurations, and settings it established within the Solution, using the standard export functionality of the Solution at no additional charge, and any export, migration, or transition assistance beyond that standard functionality will be provided at the rates set forth in the applicable Order Form or, if none, TFG's then-current professional services rates, as agreed in advance; (v) within 30 days after expiration or termination, Customer will cease all use of the Solution and will uninstall and delete all instances and copies of the Solution from the Customer Environment, other than archival copies that Customer is required to retain by applicable law or its own records retention obligations, which remain subject to this Agreement and may not be used; and (vi) Customer will cease all use of, and will delete or destroy, all copies of the Documentation and all other Hercules Confidential Information in its possession or control, except to the extent retention is required by applicable law. Upon Hercules's written request, Customer will certify its compliance with clauses (v) and (vi).

(f) Survival. Sections 1, 4, 5(b), 6(a), 6(b), 7(a), 9, 10, 11(e), 11(f), 12(c), 13, 14, 15, and 16 survive any expiration or termination of this Agreement.

12. Warranties and Disclaimer

(a) Master Agreement Controls. If a Master Agreement is in effect between the parties, the representations, warranties, and related remedies set forth in that Master Agreement govern, and nothing in this Section 12 limits, reduces, or disclaims them.

(b) Performance Warranty. If no Master Agreement is in effect, Hercules represents and warrants that, during the applicable Subscription Term, the Solution will perform in all material respects as described in the Documentation then in effect (the "Performance Warranty"). Hercules will use reasonable efforts to correct a verified breach of the Performance Warranty reported by Customer in reasonable detail within 30 days after discovery. If Hercules fails to do so within 30 days after Customer's report, Customer may terminate the Order Form as it relates to the non-conforming Solution, in which case Hercules will refund to Customer any pre-paid, unused Fees for the terminated portion of the Subscription Term. The remedies in this Section 12(b) do not apply to any non-conformity arising from Customer Content, the Customer Environment, or any use of the Solution other than in accordance with this Agreement and the Documentation. Except as set forth in the Master Agreement, in Part II, or in Part III, the foregoing procedures are Customer's exclusive remedy, and Hercules's sole liability, for breach of the Performance Warranty.

(c) Malicious Code Warranty. Hercules represents and warrants that the Solution and each Update, as delivered to Customer, do not contain any virus, worm, trojan horse, time bomb, back door, disabling device, or other malicious code, and do not contain any undisclosed mechanism by which Hercules or any Third Party can disable, degrade, or extract data from the Solution or the Customer Environment. Hercules will remediate any breach of this warranty at no charge to Customer.

(d) DISCLAIMER. EXCEPT FOR THE WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT OR IN ANY MASTER AGREEMENT, AND TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, THE SOLUTION AND THE DOCUMENTATION ARE PROVIDED TO CUSTOMER "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND, AND HERCULES, ON ITS OWN BEHALF AND ON BEHALF OF ITS

AFFILIATES AND ITS AND THEIR RESPECTIVE LICENSORS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE SOLUTION AND THE DOCUMENTATION, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ANY WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, HERCULES PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND, THAT THE SOLUTION WILL MEET CUSTOMER'S REQUIREMENTS, ACHIEVE ANY INTENDED RESULT OR OUTCOME, BE COMPATIBLE OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS, OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARD, OR BE ERROR FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED. HERCULES DOES NOT WARRANT THAT ANY OUTPUT WILL BE ACCURATE, COMPLETE, CURRENT, OR FIT FOR ANY PARTICULAR PURPOSE. CUSTOMER IS SOLELY RESPONSIBLE FOR REVIEWING AND VALIDATING OUTPUT BEFORE RELYING ON OR ACTING UPON IT. REFERENCES ELSEWHERE IN THIS DOCUMENT TO "SECTION 12(c) OF PART I" IN RESPECT OF DISCLAIMERS ARE REFERENCES TO THIS SECTION 12(d).

13. Limitation of Liability

(a) Master Agreement Controls. If a Master Agreement is in effect between the parties, the limitation of liability provisions of that Master Agreement govern all claims arising out of or relating to this Agreement, and Sections 13(b) through 13(d) do not apply.

(b) EXCLUSION OF INDIRECT DAMAGES. EXCEPT AS TO EXCLUDED CLAIMS, AND TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, NEITHER PARTY NOR ITS AFFILIATES, NOR ANY OF ITS OR THEIR RESPECTIVE LICENSORS OR SERVICE PROVIDERS, WILL BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY INTERRUPTION, DELAY, OR INABILITY TO USE THE SOLUTION; LOST REVENUES OR PROFITS; DELAYS, INTERRUPTION, OR LOSS OF SERVICES, BUSINESS, OR GOODWILL; LOSS OR CORRUPTION OF DATA; LOSS RESULTING FROM SYSTEM FAILURE, MALFUNCTION, OR SHUTDOWN; FAILURE TO ACCURATELY TRANSFER, READ, OR TRANSMIT INFORMATION; OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, WHETHER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT THE PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(c) LIABILITY CAP. EXCEPT AS TO EXCLUDED CLAIMS AND SUPERCAP CLAIMS, AND TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, EACH PARTY'S AND ITS AFFILIATES' TOTAL AGGREGATE LIABILITY 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, WILL NOT EXCEED THE TOTAL AMOUNT ACTUALLY PAID BY CUSTOMER FOR THE SOLUTION UNDER THE APPLICABLE ORDER FORM DURING THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO LIABILITY. FOR PURPOSES OF THIS SECTION 13, "EXCLUDED CLAIMS" MEANS EITHER PARTY'S LIABILITY FOR: (I) FRAUD, FRAUDULENT MISREPRESENTATION, OR WILLFUL MISCONDUCT; (II) CUSTOMER'S OBLIGATION TO PAY FEES; AND (III) ANY MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW. "SUPERCAP CLAIMS" MEANS EITHER PARTY'S LIABILITY FOR: (I) BREACH OF ITS CONFIDENTIALITY OBLIGATIONS; (II) BREACH OF ITS SECURITY OBLIGATIONS UNDER SECTION 7(a) RESULTING IN UNAUTHORIZED ACCESS TO OR DISCLOSURE OF CUSTOMER CONTENT; AND (III) ITS INDEMNIFICATION OBLIGATIONS OTHER THAN FOR INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS. EACH PARTY'S AND ITS AFFILIATES' TOTAL AGGREGATE LIABILITY FOR ALL SUPERCAP CLAIMS WILL NOT EXCEED THE GREATER OF (X) TWO MILLION DOLLARS (\$2,000,000) AND (Y) THREE TIMES THE AMOUNTS ACTUALLY PAID BY CUSTOMER FOR THE SOLUTION UNDER THE APPLICABLE ORDER FORM DURING THAT 12-MONTH PERIOD. THE SUPERCAP IS A SINGLE AGGREGATE CAP, IS NOT CUMULATIVE WITH THE CAP IN THE FIRST SENTENCE OF THIS SECTION 13(c), AND SUPERCAP CLAIMS REMAIN SUBJECT TO SECTION 13(b). LIABILITY FOR INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS IS NOT A SUPERCAP CLAIM AND IS SUBJECT TO THE CAP IN THE FIRST SENTENCE OF THIS SECTION 13(c).

(d) ESSENTIAL PURPOSE. THE LIMITATIONS SET FORTH IN SECTION 13(b) AND SECTION 13(c) APPLY EVEN IF A PARTY'S REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE.

14. Export Regulation and Trade Controls

The Solution, the Documentation, and any Output may be subject to United States export control and economic sanctions laws, including the Export Control Reform Act and the regulations administered by the United States Department of Commerce and the United States Department of the Treasury, as well as the export and import laws of other applicable jurisdictions. Customer agrees to comply with all such laws and regulations. Without limiting the foregoing: (a) Customer represents and warrants that it is not listed on any United States government list of prohibited or restricted parties and is not located in, organized under the laws of, or a national of, any country or territory that is subject to a United States government embargo or that has been designated by the United States government as a country that supports terrorism; (b) Customer will not, and will not permit any Authorized User or Third Party to, install or use the Solution or the Documentation from, or export, re-export, or release the Solution, the Documentation, or any

Output to, any jurisdiction or country in violation of any applicable export embargo, prohibition, or restriction; and (c) Customer will not process with the Solution any information that is controlled under the United States International Traffic in Arms Regulations unless the Order Form expressly authorizes it. Customer is responsible for the jurisdictions from which its Authorized Users access the Solution.

15. United States Government Rights

The Solution is a commercial product and constitutes commercial computer software and commercial computer software documentation, as such terms are defined in 48 C.F.R. 2.101. Accordingly, if Customer is the United States Government or any contractor therefor, Customer will receive only those rights with respect to the Solution and the Documentation as are granted to all other end users under this Agreement, in accordance with (a) 48 C.F.R. 227.7201 through 48 C.F.R. 227.7204, with respect to the Department of Defense and its contractors, or (b) 48 C.F.R. 12.212, with respect to all other United States Government customers and their contractors. This Section 15 is deleted and replaced in its entirety by Part II where Part II applies.

16. Miscellaneous

(a) Order of Precedence. In the event of any conflict among the documents comprising the agreement between the parties, the following order of precedence applies: (i) Part II or Part III of this document, as applicable to the Customer, and Part IV where it applies; (ii) any addendum or private offer terms executed by both parties that expressly state that they supersede the Master Agreement or this Part I with respect to their subject matter; (iii) the Master Agreement, if any; (iv) the applicable Marketplace Offer, but only as to commercial terms, including Fees, Subscription Term, and entitlements; (v) this Part I; and (vi) the Documentation. The AWS Marketplace Terms govern the relationship between Customer and AWS and do not modify this Agreement. Pre-printed or click-through terms submitted by Customer, including purchase order terms, have no effect, except that the mandatory contract terms of a government Customer apply as provided in Part II or Part III.

(b) Entire Agreement. This Agreement, together with the Master Agreement, if any, and each applicable Order Form and any addendum executed by the parties, constitutes the sole and entire agreement between Customer and Hercules with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. Where a Master Agreement is in effect, this Agreement is incorporated into and forms part of that Master Agreement and governs Customer's and its Users' installation and use of the Solution to the extent not addressed in the Master Agreement. For the avoidance of doubt, neither this Agreement nor the Master Agreement supersedes, cancels, or terminates the other.

(c) Governing Law; Jurisdiction and Venue. If a Master Agreement is in effect between the parties, the governing law, jurisdiction, and venue provisions of that Master Agreement govern this Agreement. Otherwise, all matters arising out of or relating to this Agreement will be governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule, and excluding the United Nations Convention on Contracts for the International Sale of Goods; and any legal suit, action, or proceeding arising out of or relating to this Agreement will be instituted in the federal courts of the United States of America or the courts of the State of California, in each case located in the County of Santa Clara, and each party irrevocably submits to the exclusive jurisdiction of such courts. This Section 16(c) does not apply to a Customer to which Part II or Part III applies and is replaced by Section 3 of Part II or Section 3 of Part III, as applicable.

(d) Force Majeure. Except with respect to Customer's payment obligations, neither party will be responsible or liable to the other, or deemed in default or breach hereunder, by reason of any failure or delay in the performance of its obligations hereunder where such failure or delay is due to strikes, labor disputes or other industrial disturbances, civil disturbances, riot, rebellion, invasion, epidemic or other public health emergency, hostilities, war, terrorist attack, embargo, blockage, natural disaster, acts of God, flood, fire, storm, earthquake, sabotage, systemic electrical, telecommunications, internet, or other utility failure, acts or orders of government, or any other circumstance or cause beyond such party's reasonable control.

(e) Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder will be in writing and will be deemed to have been given: (i) when delivered by hand, with written confirmation of receipt; (ii) when received by the addressee if sent by a nationally recognized overnight courier, receipt requested; (iii) on the date sent by email, with confirmation of transmission, if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (iv) on the second business day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to Hercules at the address set forth in the preamble, to TFG at 1629 K Street NW, Suite 300, Washington, DC 20006, attention Corey Newman, corey.newman@tfg-tech.com, and to Customer at the contact and account details associated with Customer's Subscription, or at the addresses set

forth in the Master Agreement, in the Government contract, or in any private offer terms, or to such other address as may be designated by a party from time to time in accordance with this Section 16(e). Except for notices pertaining to non-payment, and except as otherwise expressly permitted in this Agreement, the Master Agreement, or an Order Form, notices related to any claim, including breach, warranty, or indemnity, may not be given by email.

(f) Assignment. This Agreement will bind and inure to the benefit of each party's permitted successors and assigns. Neither party may assign or otherwise transfer this Agreement, or delegate or otherwise transfer any of its obligations or performance hereunder, without the advance written consent of the other party, except that either party may assign this Agreement in its entirety in connection with a merger, reorganization, acquisition, or other transfer of all or substantially all of such party's assets or voting securities to such party's successor, and Hercules may assign this Agreement in its entirety to any Affiliate. Each party will promptly provide notice of any such assignment. No delegation or other transfer will relieve a party of any of its obligations or performance under this Agreement. Any purported assignment, delegation, or transfer in violation of this Section 16(f) is null and void. This Section 16(f) does not apply to a Customer to which Part II or Part III applies.

(g) No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns, and nothing herein, express or implied, is intended to or will confer on any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement. Without limiting the foregoing, AWS is not a party to and is not a third-party beneficiary of this Agreement, and has no obligation or liability to either party under it.

(h) Amendments and Waivers. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto, except as otherwise expressly set forth in this Agreement. No waiver by any party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the party so waiving, and no waiver will be implied from conduct or from any failure to enforce or exercise rights under this Agreement. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof, nor will 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.

(i) Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction, and the remainder of this Agreement will remain in effect.

(j) Independent Contractors. The parties are independent contractors. No agency, partnership, joint venture, or employment relationship is created between the parties under this Agreement.

(k) Interpretation. For purposes of this Agreement: (i) the words "include," "includes," and "including" will be deemed to be followed by the words "without limitation"; (ii) the word "or" is not exclusive; and (iii) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to this Agreement as a whole. Unless the context otherwise requires, references herein: (x) to Sections, Annexes, Schedules, and Exhibits refer to the Sections of, and Annexes, Schedules, and Exhibits attached to, this Agreement; (y) to an agreement, instrument, or other document mean such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof; and (z) to a statute mean such statute as amended from time to time and include any successor legislation thereto and any regulations promulgated thereunder. This Agreement will be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. Each Order Form referred to herein will be construed with, and as an integral part of, this Agreement to the same extent as if it were set forth verbatim herein.

(l) Headings. The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.

PART II. FEDERAL GOVERNMENT ADDENDUM

This Part II modifies Part I and any Order Form issued thereunder, and applies solely where the customer, end user, or ordering activity is an agency or instrumentality of the United States Government. It is entered into by Hercules Systems, Inc. (d/b/a Hercules), a Delaware corporation with offices at 1475 S. Bascom Ave, Ste. 204, Campbell, CA 95008 ("Hercules"), and the Ordering Activity identified in the applicable Government contract, task order, or delivery order. Where the Solution is acquired through AWS Marketplace, Part IV applies in addition to this Part II.

This Part II reflects requirements imposed on the United States Government by statute and regulation, including the Anti-Deficiency Act (31 U.S.C. 1341), the Contract Disputes Act (41 U.S.C. chapter 71), the Anti-Assignment Act (41 U.S.C. 6305), the Prompt Payment Act, the Freedom of Information Act, the Privacy Act (5 U.S.C. 552a), the Federal Records Act (44 U.S.C. chapters 21, 31, and 33), and the Federal Acquisition Regulation and applicable agency supplements. Provisions of Part I that are inconsistent with those requirements are unenforceable against the Government whether or not this Part II is executed; this Part II states the parties' agreed treatment of them so that the commercial terms and the Government contract can be read together.

1. Applicability, Definitions, and Order of Precedence

(a) **Applicability.** This Part II applies to each acquisition of the Solution in which the end user or ordering activity is an agency or instrumentality of the United States Government, including all contracts, task orders, and delivery orders, and including acquisitions made through TFG or any other reseller, systems integrator, distributor, or contractor acting on the Government's behalf. Where the Ordering Activity acquires the Solution through AWS Marketplace, this Part II applies together with Part IV. Where this Part II applies, it applies in place of any Master Agreement, and no Master Agreement between Hercules and any commercial or non-United States customer governs the Government's acquisition or use of the Solution.

(b) **Definitions.** In addition to the terms defined in Part I:

"Contracting Officer" means a person with the authority to enter into, administer, or terminate contracts on behalf of the United States and make related determinations and findings.

"Government Data" means all Customer Content, Output, prompts, inputs, configurations, rules, settings, logs of Ordering Activity activity, and any other data or content submitted to, generated within, or derived from the Solution by or on behalf of the Ordering Activity, together with any data first produced in the performance of the Government contract. Government Data are records of the Ordering Activity and reside within the Ordering Activity's environment.

"Ordering Activity" means the agency or instrumentality of the United States Government acquiring the Solution, acting through a Contracting Officer. For purposes of Part I, the Ordering Activity is the Customer and the Ordering Activity's environment is the Customer Environment.

(c) **Order of Precedence.** In the event of any conflict, the following order of precedence applies and supersedes Section 16(a) of Part I: (i) applicable Federal statutes and regulations, including the Federal Acquisition Regulation and applicable agency supplements; (ii) the clauses and terms of the Government contract, task order, or delivery order, including any agency-specific addenda; (iii) Part IV, where it applies; (iv) this Part II; (v) Part I; (vi) the applicable Order Form, but only as to price, quantity, Subscription Term, and entitlements; and (vii) the Documentation. Sections 15 and 16(c) of Part I are deleted and replaced by Sections 2(d) and 3 of this Part II, respectively.

(d) **Commercial Product; Rights Acquired.** The Solution is a commercial product acquired under Federal Acquisition Regulation Part 12 procedures and is provided as licensed software installed and operated within the Ordering Activity's own environment. The Documentation constitutes commercial computer software documentation. The Ordering Activity acquires the rights set forth in this Part II, in Part I, and in the Government contract, and in no event fewer rights than the minimum rights required to be afforded to the Government by applicable statute or regulation. Nothing in Part I limits, and this Part II does not limit, the Government's rights in Government Data or in data first produced in the performance of the Government contract. Hercules is responsible for confirming, as of the date of each Order Form, that any regulatory citations relied upon in characterizing the Solution reflect the Federal Acquisition Regulation then in effect.

2. Contract Formation and Authority

(a) Parties. Part I and this Part II form part of a contract between Hercules and the United States Government. They bind the Ordering Activity as end user, and do not operate to bind any Government employee, contractor employee, or other person acting on behalf of the Government in his or her personal capacity.

(b) No Click-Through Acceptance. Notwithstanding the acceptance provisions in the preamble to Part I, neither the Government nor any Government-authorized end user is deemed to have agreed to Part I, this Part II, or any term thereof by virtue of installing, accessing, or using the Solution, or by executing any "I agree" click box, click-wrap, browse-wrap, or comparable mechanism. Only a Contracting Officer may bind the Government.

(c) No Terms by Reference. No term, policy, or document incorporated into Part I solely by reference to a website or other location, and no term unilaterally posted or updated by Hercules after award, is enforceable against the Government unless it has been provided to the Contracting Officer in full text and incorporated into the Government contract.

(d) Government Rights Clause. This Section 2, together with Sections 3 through 20 of this Part II, states the Government's rights with respect to the Solution and the Documentation and replaces Section 15 of Part I in its entirety.

3. Governing Law; Disputes

(a) Federal Law. This Part II, Part I, and the Government contract are governed by Federal law. Any language purporting to subject the Government to the laws of any State, territory, district, municipality, or foreign nation, including the State of California, is deleted, except where Federal law expressly provides for the application of such laws.

(b) Forum and Limitations Period. Any language requiring dispute resolution in a specific forum or venue different from that prescribed by applicable Federal law is deleted, including the designation of the courts of Santa Clara County, California. Any language prescribing a period for bringing an action different from that prescribed by applicable Federal law is deleted.

(c) Disputes Procedure. All claims and disputes arising under or relating to Part I, this Part II, or the Government contract are resolved under the Contract Disputes Act (41 U.S.C. chapter 71) and the Disputes clause of the Government contract, through a written decision of the Contracting Officer and any subsequent appeal to the appropriate board of contract appeals or the United States Court of Federal Claims.

(d) Arbitration; Equitable Relief; Fees and Interest. Binding arbitration will not be used unless specifically authorized by agency guidance. Equitable or injunctive relief, and any award of attorneys' fees, costs, or interest, may be awarded against the Government only where explicitly provided by statute, such as the Prompt Payment Act or the Equal Access to Justice Act. Accordingly, any provision of Part I or of any Master Agreement entitling Hercules to injunctive relief, attorneys' fees, collection costs, or contractual interest is unenforceable against the Government.

4. Continued Performance; No Unilateral Suspension or Termination

(a) No Unilateral Action. Hercules will not unilaterally revoke, terminate, suspend, disable, throttle, deactivate a license key for, or otherwise degrade any right granted to the Government, or any Ordering Activity use of the Solution or access to Government Data, except as expressly allowed by the Government contract. If Hercules believes the Ordering Activity to be in breach, Hercules will pursue its rights under the Contract Disputes Act or other applicable Federal statute while continuing performance in accordance with the Disputes clause of the Government contract. Sections 5(c), 11(b), 11(c), and 11(d) of Part I do not apply to the Government.

(b) Non-Payment. Hercules will not suspend, disable, or decline to renew license keys for the Solution for non-payment. Payment timing, and any interest for late payment, are governed exclusively by the Prompt Payment Act and the payment clauses of the Government contract, and the interest rate, collection-cost, and suspension provisions of any Master Agreement do not apply.

(c) Active Security Incident. Because the Solution operates within the Ordering Activity's environment and under the Ordering Activity's operational control, Hercules has no ability to, and will not, take unilateral containment action within that environment. Where Hercules becomes aware of an active security incident or vulnerability that presents an imminent threat to the Solution or to Government Data, Hercules will notify the Contracting Officer and the Ordering Activity's designated security point of contact immediately and in no event later than [ONE (1) HOUR] after becoming aware, will provide the information and

remediation guidance the Ordering Activity requires, and will support the containment action the Ordering Activity elects to take. This Section 4(c) is not a right to suspend for breach, non-payment, or usage overage.

(d) Termination Rights Reserved to the Government. The Government retains its rights to terminate for convenience and for cause in accordance with the clauses of the Government contract, and nothing in Part I limits those rights or conditions them on payment of any termination charge, liquidated amount, or unpaid Subscription Term balance not authorized by the Government contract.

5. Unauthorized Obligations; No Government Indemnity

(a) Anti-Deficiency Act. Any language, provision, or clause of Part I, any Order Form, or any Master Agreement that requires the Government to pay any future fees, penalties, interest, or legal costs, or to defend, indemnify, or hold harmless Hercules or any other person or entity for damages, costs, fees, or any other loss or liability, is unenforceable against the Government where it would create a violation of the Anti-Deficiency Act (31 U.S.C. 1341), and neither the Government nor any Government-authorized end user is deemed to have agreed to any such provision by virtue of its appearance in those documents. This Section 5(a) does not apply to indemnification or other payment expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(b) Customer Indemnities Inapplicable. Any customer-side indemnification obligation, and any provision making the customer responsible and liable for the acts or omissions of third parties, including Section 6(a) of Part I to the extent it purports to impose liability beyond that authorized by law, does not apply to the Government.

(c) Control of Defense. Any obligation of Hercules to defend or indemnify the Government is amended to provide that the United States Department of Justice has the sole right to represent the United States in any such action, in accordance with 28 U.S.C. 516. Hercules's obligation to bear the costs, damages, and settlement amounts associated with any such claim is unaffected, and Hercules will cooperate fully with the Department of Justice. Any provision requiring the indemnified party to grant control of the investigation, defense, or settlement of a claim to Hercules does not apply to the Government.

(d) No Settlement Commitments. No provision of Part I obligates the Government to admit liability, pay money, take or refrain from taking any action, or consent to any settlement, except as authorized by law and approved by a Contracting Officer or other authorized official.

6. Availability of Funds; Renewals; Pricing

(a) Availability of Funds. All Government obligations under Part I, any Order Form, and this Part II are subject to the availability of appropriated funds. No provision creates an obligation of the Government in advance of, or in excess of, available appropriations.

(b) No Automatic Renewal. No license, subscription, or service tied to periodic payment renews automatically upon expiration of its then-current term without the prior express written consent of an authorized Government representative. Section 11(a) of Part I, and any automatic-renewal and notice-of-non-renewal provisions of any Master Agreement, do not apply to the Government. Any extension of the Subscription Term is effected only by exercise of an option or by bilateral modification in accordance with the Government contract.

(c) No Unilateral Price Increases. Fees are fixed for each Subscription Term as set forth in the Government contract. Hercules will not increase Fees during a Subscription Term, and no consumer-price-index, percentage, or other escalation applies, except by bilateral modification executed by a Contracting Officer or by exercise of a priced option in the Government contract.

(d) Taxes and Surcharges. Any taxes or surcharges that Hercules seeks to pass through to the Government are governed by the terms of the Government contract and must be submitted to the Contracting Officer for a determination of applicability prior to invoicing, unless specifically agreed otherwise in the Government contract. The definition of "Taxes" in Section 1 of Part I and any tax-gross-up or tax-indemnity provisions of any Master Agreement do not apply.

(e) No Egress, Retrieval, or Termination Fees. Hercules will not charge the Government any fee for export, retrieval, or deletion of Government Data, for data egress or bandwidth associated with such export, or for termination of any Order Form.

7. Verification of Use; Audits

Any provision permitting Hercules to audit or to require certification of the Ordering Activity's compliance with usage limits, User counts, or other entitlements, including any verification-of-use provision of a Master Agreement, is amended as follows: (a) any

discrepancy identified may result in a charge by Hercules to the Ordering Activity, and any resulting invoice must comply with the invoicing requirements of the Government contract; (b) any such charge, if disputed by the Ordering Activity, will be resolved through the Disputes clause of the Government contract, and no payment obligation arises until the conclusion of the dispute process; (c) any audit requested by Hercules will be performed at Hercules's expense, without reimbursement by the Government, will be conducted in accordance with the Ordering Activity's security requirements, and will not require the Ordering Activity to grant Hercules access to Government Data; (d) no charge may be applied retroactively to a period preceding the date on which the Ordering Activity was notified in writing of the discrepancy; and (e) Hercules will not disable or restrict use of the Solution, or impose any penalty, on account of a usage discrepancy. This Section 7 does not limit the Government's own audit, examination-of-records, or inspection rights under the Government contract.

8. Updating Terms; Modifications; Updates to the Solution

(a) Unilateral Revisions. After award, Hercules may unilaterally revise the terms of Part I only if the revisions are not material. A revision is material if it: (i) significantly changes the Government's rights or obligations; (ii) increases prices to the Government; (iii) decreases the overall level of service; or (iv) limits any other Government right addressed in the Government contract.

(b) Bilateral Modification Required. Any revision that would materially change the terms must be incorporated into the Government contract by bilateral modification. Any term unilaterally revised after award that is inconsistent with a material term or provision of the Government contract is unenforceable against the Government, and the Government is not deemed to have consented to it. Hercules will provide the Contracting Officer with the full text of any proposed revision and will identify each change.

(c) Updates to the Solution. Notwithstanding Section 8(a) of Part I, Hercules will provide the Ordering Activity with advance written notice, of not less than [FIFTEEN (15)] days where practicable, of any Update that Hercules reasonably expects to materially change the functionality, security posture, or data handling of the Solution, or to materially decrease the overall level of service. Because the Solution is installed within the Ordering Activity's environment, no Update is applied except by or with the authorization of the Ordering Activity, and Hercules will not apply any Update without that authorization. Hercules will not require the Ordering Activity to accept an Update that materially decreases the overall level of service below the level required by the Government contract. Hercules may otherwise continue to develop, improve, and modify the Solution, including by changing the underlying models, provided that the Solution continues to perform in accordance with the Documentation and the Government contract. Emergency security patches will be made available as promptly as practicable, with notice and remediation guidance provided at the same time.

(d) Deprecation. Hercules will provide not less than [SIXTY (60)] days' written notice before deprecating or discontinuing any feature, model, interface, or endpoint on which the Ordering Activity relies, and will cooperate in good faith with the Ordering Activity to identify a functionally comparable alternative available within the Ordering Activity's existing entitlements. If no functionally comparable alternative is available within those entitlements, the Ordering Activity may terminate the affected portion of the Government contract and receive a refund of amounts pre-paid for the unused portion of the Subscription Term. Deprecation of a feature does not disable or alter any release already installed within the Ordering Activity's environment.

9. Assignment; Novation

Neither Part I, this Part II, nor the Government contract may be assigned, nor may any right or obligation thereunder be delegated, without the Government's prior approval, except as expressly permitted under the Assignment of Claims clause of the Government contract. Section 16(f) of Part I does not apply to the Government, and Hercules's right to assign to an Affiliate or in connection with a merger, reorganization, acquisition, or transfer of assets or voting securities is subject to recognition of a successor in interest through a novation agreement in accordance with the Federal Acquisition Regulation. Hercules will notify the Contracting Officer promptly of any transaction that may require novation, and will identify any resulting change in the ownership or control of the entity responsible for the Solution.

10. Confidentiality; Public Disclosure; Records

(a) Agreement Not Confidential. Neither Part I, this Part II, the Government contract, nor any contract price list is deemed confidential information. Issues regarding release of unit pricing will be resolved consistent with the Freedom of Information Act.

(b) Government Retention. Notwithstanding anything in Part I or any Master Agreement to the contrary, the Government may retain any confidential information as required by law, regulation, or its internal document retention procedures for legal,

regulatory, or compliance purposes; provided that such retained information remains subject to the applicable confidentiality obligations. Section 11(e)(vi) of Part I does not require the Government to delete or destroy any record, and no return-or-destroy obligation applies to Government records. The uninstall and certification obligations in Section 11(e)(v) of Part I apply to the Solution itself and not to any Government record.

(c) Federal Records. Government Data are Federal records subject to the Federal Records Act and applicable National Archives and Records Administration schedules. Hercules will not delete, alter, or render inaccessible any Government Data, and will not configure or operate the Solution so as to do so, except in accordance with written direction from the Ordering Activity, and will support the Ordering Activity's records management, litigation hold, discovery, congressional inquiry, Inspector General, and Freedom of Information Act obligations, including by providing search and export capability at no additional charge.

(d) Compelled Disclosure. If Hercules receives a subpoena, warrant, court order, or other legal demand seeking Government Data, Hercules will, unless legally prohibited, promptly notify the Contracting Officer before responding, provide reasonable assistance in resisting or narrowing the demand, and direct the requesting party to the Ordering Activity. Hercules will advise the requesting party that Government Data reside within the Ordering Activity's environment and are not in Hercules's possession or control.

11. Government Data; Ownership; Restrictions on Use

(a) Ownership and Location. The Ordering Activity retains all right, title, and interest in and to Government Data. Government Data reside within the Ordering Activity's own environment at all times. Hercules acquires no right, title, license, or interest in Government Data other than the limited right to process it as necessary to provide, maintain, secure, and support the Solution for the Ordering Activity, and only where and to the extent the Ordering Activity grants access.

(b) No Training or Model Improvement. Hercules will not use Government Data, including prompts, inputs, Output, embeddings, or any derivative thereof, to train, fine-tune, evaluate, benchmark, or otherwise develop or improve any machine learning model, artificial intelligence system, product, or service, whether Hercules's own or a third party's, without the prior express written consent of the Contracting Officer. Hercules will contractually impose this restriction on TFG and on every other reseller, subcontractor, hosting provider, and model-serving provider with access to Government Data, and will confirm compliance upon request. The consent mechanism in Section 9(c) of Part I is exercisable only by a Contracting Officer.

(c) Telemetry and Usage Data. Telemetry Data and Usage Data will exclude Government Data and any content of Ordering Activity prompts or Output. Telemetry transmission from the Solution to Hercules is disabled by default for the Ordering Activity and is enabled only with the written authorization of the Contracting Officer. Hercules will not publish, disclose, or use for benchmarking, marketing, or product development any Usage Data attributable to the Ordering Activity, whether or not aggregated or anonymized, without the prior written consent of the Contracting Officer. Sections 9(a) and 9(b) of Part I are limited accordingly.

(d) Feedback. Section 10(d) of Part I does not operate to convey to Hercules any right in Government Data, in any Federal record, or in any data first produced in the performance of the Government contract, and does not authorize use of Government Data for model development.

(e) Data Location and Personnel. Government Data will be stored and processed solely within the Ordering Activity's environment, located within the United States, in [FEDERAL REGION / SPECIFY BOUNDARY]. Where the Ordering Activity grants Hercules or TFG personnel access to that environment for installation, configuration, or support, such access will be granted only to personnel who are [UNITED STATES PERSONS / UNITED STATES CITIZENS] located within the United States and who have completed the background investigations required by the Government contract, will be logged by the Ordering Activity, and will be limited to what the task requires. Hercules will not copy, extract, or transfer Government Data out of that environment, or grant access to personnel outside those categories, without the prior written consent of the Contracting Officer.

(f) Sensitive Data Categories. Section 5(a)(iii) of Part I does not prohibit the processing of any data category that the Government contract or an Order Form expressly authorizes. The parties will identify in the applicable order the categories of Government Data authorized for processing, including any personally identifiable information, controlled unclassified information, protected health information, or law enforcement information, together with the corresponding security and handling requirements.

12. Data Portability; Transition; Avoidance of Vendor Lock-In

(a) Continuous Export. Throughout the Subscription Term, the Ordering Activity may export Government Data at any time, without charge, in a documented, non-proprietary, machine-readable format, together with the schema, data dictionary, and any application programming interface documentation necessary to interpret and reuse it. Hercules will not store Government Data in a format or location that prevents the Ordering Activity from accessing it directly within its own environment.

(b) Post-Termination Retrieval. Government Data remain in the Ordering Activity's environment on expiration or termination and are not retrieved from Hercules. Notwithstanding Section 11(e) of Part I, expiration or termination does not entitle Hercules to delete, encrypt, lock, or render inaccessible any Government Data, and the period during which the Ordering Activity may export rules, configurations, settings, and prompt templates using the standard export functionality of the Solution is not less than [NINETY (90)] days after expiration or termination, extended as reasonably requested by the Contracting Officer to accommodate records management or transition requirements. Hercules will issue any license key required to operate the Solution in an export-only mode during that period at no charge.

(c) Transition Assistance. Upon the Ordering Activity's written request, Hercules will export, or support the Ordering Activity in exporting, at no additional charge, the rules, configurations, settings, and prompt templates created by or on behalf of the Ordering Activity within the Solution, using the standard export functionality of the Solution. Any transition assistance beyond that standard functionality, including custom extraction, data transformation, or engineering support, will be provided at the rates set forth in the Government contract or, if none, at TFG's then-current professional services rates, as agreed in advance. Hercules will not condition transition assistance on the release of claims or on the execution of any new agreement.

(d) Uninstallation and Certification. After the retrieval period, the Ordering Activity will uninstall the Solution in accordance with Section 11(e)(v) of Part I. Hercules will certify in writing to the Contracting Officer that it holds no Government Data, or, where it holds any copy provided in connection with support, will delete that copy and certify deletion in writing, except to the extent retention is required by applicable law.

13. Security; Authorization; Incident Response

(a) Authorization Within the Ordering Activity Boundary. The Solution is installed and operated within the Ordering Activity's own environment and authorization boundary. It is not a cloud service offering hosted, operated, or made available by Hercules, and Hercules therefore holds no Federal Risk and Authorization Management Program authorization for the Solution and makes no representation that one exists or is required for this delivery model. The Solution is assessed and authorized by the Ordering Activity under the Ordering Activity's own authorization, in accordance with the Risk Management Framework and the security requirements of the Government contract. Where the Ordering Activity elects to operate the Solution within a cloud environment that the Ordering Activity holds in its own name, the authorization applicable to that infrastructure is the Ordering Activity's and is inherited by the Ordering Activity, not by Hercules. Hercules will support the Ordering Activity's assessment and authorization at no additional charge, including by providing a component inventory, a software bill of materials, secure configuration and hardening guidance, control implementation statements and system security plan inputs for the Solution as a component, static and dynamic testing results, and current vulnerability scan results, and by updating those artifacts with each Update. Where the Ordering Activity is a component of the Department of Defense, Hercules will support the Ordering Activity's authorization at impact level [SPECIFY] and will comply with the applicable Department of Defense cybersecurity requirements incorporated into the Government contract.

(b) Security Requirements. Hercules will comply with the security requirements of the Government contract applicable to it, including any applicable requirements under the Federal Information Security Modernization Act, National Institute of Standards and Technology Special Publication 800-53 at the applicable baseline, and, where controlled unclassified information is involved, National Institute of Standards and Technology Special Publication 800-171 and the safeguarding and cyber-incident reporting requirements applicable to that information. Section 7(a) of Part I states a floor and does not displace these requirements. Hercules will notify the Contracting Officer of any known vulnerability in the Solution rated high or critical within [FIVE (5)] business days of becoming aware, together with available mitigations and a remediation timeline.

(c) Incident Notification. Hercules will report any actual or reasonably suspected cyber incident, security breach, or unauthorized access to or disclosure of Government Data that involves the Solution, Hercules's systems, or Hercules's supply chain, to the Contracting Officer, the Ordering Activity's designated security point of contact, and any agency-designated reporting portal within seventy-two (72) hours of discovery, or within any shorter period expressly required by the clauses of the Government contract for the applicable agency. Hercules will preserve and protect relevant images, logs, and forensic

artifacts for not less than 90 days, will provide the Ordering Activity and its designees access for damage assessment, and will cooperate with the Ordering Activity's obligations to notify affected individuals and to report to the Cybersecurity and Infrastructure Security Agency and other authorities. Notification under this Section is not an admission of fault or liability by Hercules.

(d) **Assessment Rights.** Upon reasonable notice, Hercules will provide the Ordering Activity, its Inspector General, the Government Accountability Office, and their designees access to security documentation, assessment reports, and personnel as necessary to verify compliance with this Section 13. Section 4(k) of Part I does not prohibit security, vulnerability, or penetration testing of the Solution as installed within the Ordering Activity's environment, and no such testing requires Hercules's consent.

14. Privacy Act; Personally Identifiable Information

Where the Solution will process records subject to the Privacy Act (5 U.S.C. 552a) on behalf of the Ordering Activity, the applicable Privacy Act clauses of the Government contract apply, Hercules and its employees are subject to the criminal penalties of that Act to the same extent as Government employees, and Hercules will support the Ordering Activity's system-of-records notice, privacy impact assessment, and individual-access obligations. Hercules will handle any breach involving personally identifiable information in accordance with applicable Office of Management and Budget guidance and the reporting requirements of Section 13(c). Section 9(d) of Part I is supplemented, and not limited, by this Section 14, and any data processing addendum executed under Section 9(d) applies only to the extent consistent with Federal law.

15. Artificial Intelligence Requirements

(a) **Model Transparency and Neutrality.** Hercules will provide the disclosures required by applicable Office of Management and Budget guidance governing the procurement of large language models, including disclosure of the Solution's system prompts, model specifications or equivalent statements of intended model behavior, and relevant evaluation results, to the extent required by that guidance and the Government contract. Hercules will support a mechanism by which Ordering Activity users may report Output that they believe fails to conform to the applicable principles, and will respond to such reports within a commercially reasonable period.

(b) **Disclosure of Underlying Models and Providers.** Hercules will identify in writing each foundation model used to deliver the Solution, whether inference is performed within the Ordering Activity's environment or by an external model-serving provider, the identity and location of any such provider, and any use of the Ordering Activity's data by that provider, and will notify the Contracting Officer in advance of any material change to that composition in accordance with Section 8(c). Where the Government contract requires that all inference be performed within the Ordering Activity's environment, Hercules will configure and deliver the Solution accordingly.

(c) **Support for Agency Artificial Intelligence Governance.** Where the Ordering Activity determines that its use of the Solution constitutes a high-impact or otherwise regulated use of artificial intelligence, Hercules will provide its then-current standard model and system documentation, including information sufficient to describe the Solution's intended use, known limitations, and evaluation methodology, at no additional charge, and will cooperate reasonably with the Ordering Activity's pre-deployment testing, impact assessment, ongoing monitoring, and public inventory reporting. Any custom testing, bespoke assessment, or agency-specific documentation requested by the Ordering Activity will be provided at the rates set forth in the Government contract, as agreed in advance.

(d) **Human Review.** Section 5(b) of Part I is retained. Hercules will not represent or configure the Solution so as to require or encourage the use of Output as the sole basis for any decision having a legal or similarly significant effect on an individual, and will support the Ordering Activity's human-review and record-keeping requirements, including the ability to log and export the inputs and Output associated with a reviewed decision.

(e) **Accuracy Disclaimers.** The disclaimers in Section 12(d) of Part I regarding the accuracy, completeness, and fitness of Output do not relieve Hercules of the Performance Warranty, of the malicious code warranty in Section 12(c) of Part I, of the security and data obligations of this Part II, or of any obligation under the clauses of the Government contract.

16. Compliance Representations

Hercules represents and covenants that: (a) it does not provide, and will not provide to the Government, any covered telecommunications equipment or services prohibited by Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, and will make the representations and report as required by the applicable Federal Acquisition Regulation clause;

(b) the Solution conforms to the applicable accessibility standards under Section 508 of the Rehabilitation Act (29 U.S.C. 794d), and Hercules will provide and maintain a current Accessibility Conformance Report, disclosing any non-conformance and its remediation plan; (c) it is registered and maintains an active registration in the System for Award Management, with a valid Unique Entity Identifier; (d) it will comply with all Federal Acquisition Regulation and agency clauses incorporated into the Government contract, whether by reference or in full text; and (e) it will notify the Contracting Officer promptly if any of the foregoing representations ceases to be accurate. Where TFG is the contractor of record, TFG makes the same representations as to itself.

17. Warranty; Remedies; Limitation of Liability

(a) Government Remedies Preserved. Sections 12 and 13 of Part I do not limit, waive, or displace any right or remedy available to the Government under the clauses of the Government contract, including its inspection, acceptance, warranty, and termination rights. The exclusive-remedy provisions of Sections 7(b), 12(b), and any Master Agreement do not apply to the Government.

(b) Limitation of Liability. The limitation of liability in Section 13 of Part I does not apply to the extent it is inconsistent with the clauses of the Government contract. Hercules's total aggregate liability for (i) breach of its obligations under Sections 11, 13, or 14 of this Part II and (ii) unauthorized access to, disclosure of, or use of Government Data will not exceed the greater of (A) two million dollars (\$2,000,000) and (B) three times the amounts paid and payable by the Ordering Activity under the applicable Government contract during the 12-month period preceding the event giving rise to liability. That amount is a single aggregate cap and is not cumulative with any other cap. Hercules's liability for infringement or misappropriation of third-party intellectual property rights is subject to the general cap in Section 13(c) of Part I. Nothing in this Section 17(b) limits Hercules's liability for fraud or willful misconduct, or for any matter for which liability cannot be limited under applicable law.

(c) Service Level Credits. Any service level credit is a minimum remedy and is not the Government's sole or exclusive remedy for failure to meet a support commitment. Section 7(b) of Part I is modified accordingly.

18. Publicity; No Endorsement

Neither Hercules nor TFG will use the name, seal, logo, insignia, or any other identifier of the Ordering Activity or of the United States Government, or the fact of this Part II or the Government contract, in any advertisement, press release, marketing material, customer list, or other public communication, and neither will state or imply Government endorsement of Hercules, TFG, or any of their products or services, without the prior written authorization of the Ordering Activity. Any attribution or publicity provision of a Master Agreement does not apply. Section 4(m) of Part I does not restrict the Ordering Activity from disclosing information about the Solution as required by law, including in response to a request under the Freedom of Information Act or in the course of congressional or oversight reporting.

19. Export and Trade Controls

Section 14 of Part I is modified as follows: the customer representations regarding restricted-party lists, embargoed jurisdictions, and nationality do not apply to the Government; Hercules remains responsible for its own compliance with applicable export control and sanctions laws in providing the Solution; and the prohibition on processing information controlled under the International Traffic in Arms Regulations applies only where the Government contract does not expressly authorize such processing. Because the Solution operates within the Ordering Activity's own environment, the Ordering Activity controls the environment in which any export-controlled information is processed. Where the Ordering Activity requires the processing of export-controlled information, the parties will address the applicable requirements in the Government contract prior to any such processing.

20. General

(a) Severability of Federal Terms. If any provision of this Part II is held unenforceable, the remaining provisions remain in effect, and no provision of Part I that this Part II modifies or deletes is revived.

(b) Survival. Sections 1, 3, 5, 9, 10, 11, 12, 13, 14, 17, 18, and this Section 20 survive expiration or termination of Part I, this Part II, and the Government contract.

(c) Resellers and Intermediaries. Where the Solution is acquired through TFG or any other reseller, distributor, systems integrator, or contractor, Hercules will flow down this Part II in full and will not condition the Government's rights on terms inconsistent with it. Hercules remains responsible for the obligations in Sections 11, 12, 13, 14, and 15 regardless of the contracting path.

(d) Interpretation. This Part II is to be construed so as to give effect to the Federal statutes and regulations it implements. Where a provision of Part I can be read consistently with those requirements, it will be so read rather than treated as deleted.

(e) Effect on Non-Federal Customers. This Part II has no effect on any agreement between Hercules and any customer that is not an agency or instrumentality of the United States Government.

PART III. STATE, LOCAL, TRIBAL, AND PUBLIC EDUCATION GOVERNMENT ADDENDUM

This Part III modifies Part I and any Order Form issued thereunder, and applies solely where the customer, end user, or ordering entity is a State, local, tribal, or public education entity. It is entered into by Hercules Systems, Inc. (d/b/a Hercules), a Delaware corporation with offices at 1475 S. Bascom Ave, Ste. 204, Campbell, CA 95008 ("Hercules"), and the Public Entity identified in the applicable contract or purchase order.

This Part III reflects requirements commonly imposed on State and local government purchasers by constitution, statute, regulation, and mandatory contract terms, including limitations on multi-year obligations and non-appropriation, limitations on indemnification by a public body, retention of sovereign and governmental immunity, public records and records retention laws, State prompt payment statutes, State data breach notification laws, and State procurement codes. Provisions of Part I that are inconsistent with those requirements are unenforceable against the Public Entity whether or not this Part III is executed; this Part III states the parties' agreed treatment of them so that the commercial terms and the Public Entity's contract can be read together.

1. Applicability, Definitions, and Order of Precedence

(a) **Applicability.** This Part III applies to each acquisition of the Solution in which the customer, end user, or ordering entity is: a State or any agency, department, board, commission, authority, or instrumentality of a State; a county, city, town, village, school district, special district, transit authority, public utility, or other political subdivision; a federally recognized or State recognized tribal government or tribal enterprise; a public institution of higher education or public school system; or any other public body. It applies whether the acquisition is made directly, through TFG or another reseller, or under a cooperative purchasing agreement, State master contract, or joint powers agreement. Where this Part III applies, it applies in place of any Master Agreement, and no Master Agreement between Hercules and any commercial customer governs the Public Entity's acquisition or use of the Solution.

(b) **Definitions.** In addition to the terms defined in Part I:

"Authorized Representative" means the individual who holds actual authority under applicable law and the Public Entity's procurement rules to bind the Public Entity to a contract, including a procurement officer, purchasing agent, chief procurement officer, or other official to whom that authority has been lawfully delegated.

"Public Entity" means the entity described in Section 1(a) acquiring the Solution, acting through an Authorized Representative. For purposes of Part I, the Public Entity is the Customer and the Public Entity's environment is the Customer Environment.

"Public Entity Data" means all Customer Content, Output, prompts, inputs, configurations, rules, settings, logs of Public Entity activity, and any other data or content submitted to, generated within, or derived from the Solution by or on behalf of the Public Entity, together with any data first produced in the performance of the Public Entity's contract. Public Entity Data are records of the Public Entity and reside within the Public Entity's environment.

(c) **Order of Precedence.** In the event of any conflict, the following order of precedence applies and supersedes Section 16(a) of Part I: (i) the constitution, statutes, and regulations of the State or other jurisdiction in which the Public Entity is located, including its procurement code and any contract terms that law requires to be included; (ii) the terms and conditions of the Public Entity's contract, purchase order, or cooperative master contract, including any State-required terms and conditions attached to it; (iii) this Part III; (iv) Part I; (v) the applicable Order Form, but only as to price, quantity, Subscription Term, and entitlements; and (vi) the Documentation. Sections 15 and 16(c) of Part I are deleted and replaced by Sections 2(d) and 3 of this Part III, respectively.

(d) **Effect of Inconsistent Terms.** Any provision of Part I that is prohibited by, or unenforceable against the Public Entity under, applicable law is not enforced against the Public Entity and is severable. The Public Entity is not deemed to have agreed to any such provision by virtue of its appearance in Part I or in any Marketplace Offer.

(e) **Commercial Product; Rights Acquired.** The Solution is a commercial product provided as licensed software installed and operated within the Public Entity's own environment. The Public Entity acquires the rights set forth in this Part III, in Part I, and in its contract, and in no event fewer rights than the minimum rights required to be afforded to it by applicable law.

2. Contract Formation and Authority

(a) Only an Authorized Representative Binds the Public Entity. The Public Entity is bound only by a contract or purchase order executed or issued by an Authorized Representative. Notwithstanding the acceptance provisions in the preamble to Part I, neither the Public Entity nor any of its employees or authorized end users is deemed to have agreed to Part I, this Part III, or any term thereof by virtue of installing, accessing, or using the Solution, or by executing any "I agree" click box, click-wrap, browse-wrap, or comparable mechanism, including any such mechanism presented in the course of subscribing through AWS Marketplace or creating or funding an account.

(b) No Terms by Reference. No term, policy, or document incorporated into Part I solely by reference to a website or other location, and no term unilaterally posted or updated by Hercules after award, is enforceable against the Public Entity unless it has been provided to the Authorized Representative in full text and incorporated into the Public Entity's contract.

(c) No Personal Liability. Part I and this Part III do not bind any employee, officer, official, or contractor of the Public Entity in his or her personal capacity.

(d) Government Rights Clause. This Section 2, together with Sections 3 through 19 of this Part III, states the Public Entity's rights with respect to the Solution and the Documentation and replaces Section 15 of Part I in its entirety.

3. Governing Law; Venue; Disputes; Immunity

(a) Governing Law. This Part III, Part I, and the Public Entity's contract are governed by and construed in accordance with the laws of the State or other jurisdiction in which the Public Entity is located, without giving effect to any choice or conflict of law provision or rule. The designation of the law of the State of California in Section 16(c) of Part I is deleted and does not apply.

(b) Venue. Venue for any action arising out of or relating to Part I, this Part III, or the Public Entity's contract lies in the forum prescribed by applicable law for actions against or by the Public Entity. The designation of the federal or State courts located in Santa Clara County, California is deleted and does not apply.

(c) Disputes. Claims and disputes are resolved under the dispute resolution provisions of the Public Entity's contract and applicable law, including any required administrative claim, notice, or presentment procedure. Binding arbitration will not be used unless it is authorized by applicable law and expressly agreed in writing by the Authorized Representative. Any provision purporting to require arbitration, to waive a jury trial, or to shorten or lengthen a limitations period differently from applicable law is deleted as to the Public Entity.

(d) Immunity Preserved. Nothing in Part I, this Part III, or any Order Form waives, limits, or is intended to waive or limit any sovereign, governmental, or official immunity of the Public Entity or its officers and employees, any statutory damages cap or tort claims act limitation, any notice-of-claim requirement, or any other defense or limitation available to the Public Entity under applicable law.

(e) Attorneys' Fees, Costs, and Interest. Any provision of Part I or of any Master Agreement entitling Hercules to attorneys' fees, collection costs, contractual interest, liquidated damages, or injunctive relief against the Public Entity does not apply except to the extent expressly permitted by applicable law and by the Public Entity's contract.

4. Non-Appropriation; Availability of Funds

(a) Subject to Appropriation. All obligations of the Public Entity under Part I, any Order Form, and this Part III are subject to and contingent upon the appropriation, allocation, and availability of funds lawfully applicable to the purchase. No provision creates an obligation of the Public Entity in advance of, or in excess of, available and appropriated funds, and no provision creates a debt or multi-year obligation in violation of any constitutional or statutory debt limitation applicable to the Public Entity.

(b) Non-Appropriation Termination. If funds are not appropriated, allocated, or otherwise made available for any fiscal period, the Public Entity may terminate the affected Order Form effective at the end of the last period for which funds were available, upon written notice to Hercules, without penalty, termination charge, liquidated amount, or liability for any unpaid balance of the Subscription Term. Hercules will refund, or will support the Public Entity in obtaining from AWS a refund of, amounts pre-paid for the unused portion of the Subscription Term on a pro rata basis.

(c) No Guarantee of Volume. Nothing in Part I obligates the Public Entity to purchase any minimum quantity, to exercise any option, or to renew.

5. Indemnification; Limitation of the Public Entity's Obligations

(a) Public Entity Indemnity Limited. Section 6(a) of Part I, and any other customer-side indemnification, defense, or hold-harmless obligation, and any provision making the customer responsible and liable for the acts or omissions of third parties, applies to the Public Entity only to the extent permitted by applicable law and subject to the availability of appropriated funds. Where applicable law, including any constitutional or statutory prohibition on indemnification by a public body, prohibits or limits such an obligation, the obligation does not apply or applies only to the extent permitted. The Public Entity remains responsible for its own acts and omissions to the extent provided by applicable law.

(b) Control of Defense. Where the Public Entity is represented by its Attorney General, county attorney, city attorney, or other chief legal officer, that officer retains the sole right to control the investigation, defense, and settlement of any claim against the Public Entity. Any provision requiring the indemnified party to grant control of a claim to Hercules does not apply to the Public Entity. Hercules's obligation to bear the costs, damages, and settlement amounts associated with a claim it is obligated to defend is unaffected, and Hercules will cooperate fully with that officer.

(c) No Settlement Commitments. No provision of Part I obligates the Public Entity to admit liability, pay money, take or refrain from taking any action, or consent to any settlement, except as authorized by law and approved by an Authorized Representative or other authorized official.

6. Renewals; Pricing; Payment; Taxes

(a) No Automatic Renewal. No license or subscription renews automatically upon expiration of its then-current term without the prior express written consent of an Authorized Representative. Any automatic renewal, evergreen, or auto-extension feature available in the Marketplace Offer will be disabled with respect to the Public Entity, and Hercules will confirm in writing to the Authorized Representative that it has been disabled. Section 11(a) of Part I, and any automatic-renewal and notice-of-non-renewal provisions of any Master Agreement, do not apply to the Public Entity. Any extension is effected only by exercise of an option or by written amendment in accordance with the Public Entity's contract.

(b) No Unilateral Price Increases. Fees are fixed for each Subscription Term as set forth in the Public Entity's contract. Hercules will not increase Fees during a Subscription Term, and no consumer-price-index, percentage, or other escalation applies, except by written amendment executed by an Authorized Representative or by exercise of a priced option.

(c) Payment; No Interest or Collection Costs. Payment timing, and any interest for late payment, are governed exclusively by the prompt payment statute applicable to the Public Entity and the payment provisions of its contract. Interest, late fees, collection charges, and similar amounts provided for in Part I, in the AWS Marketplace Terms, or in any reseller agreement do not apply to the Public Entity, and neither Hercules nor TFG will seek to collect them.

(d) Taxes. The Public Entity is generally exempt from sales, use, and similar taxes and will furnish exemption documentation on request. Hercules and TFG will not invoice the Public Entity, and will not permit AWS to charge the Public Entity, for any tax from which the Public Entity is exempt. Any tax or surcharge that Hercules seeks to pass through must be submitted to the Authorized Representative for a determination of applicability prior to invoicing. The definition of "Taxes" in Section 1 of Part I and any tax-gross-up or tax-indemnity provision of any Master Agreement do not apply.

(e) Advance Payment. Where applicable law or the Public Entity's procurement rules restrict payment in advance of performance, the parties will structure the Marketplace Offer, billing schedule, and Subscription Term so that billing complies with those restrictions and aligns with the Public Entity's fiscal period. Where the Marketplace Offer cannot be configured to comply, Hercules will notify the Authorized Representative before the offer is extended and the Public Entity's contract controls.

(f) No Egress, Retrieval, or Termination Fees. Neither Hercules nor TFG will charge the Public Entity any fee for export, retrieval, or deletion of Public Entity Data, for data egress or bandwidth associated with such export, or for termination of any Order Form.

7. Continued Performance; Termination

(a) No Unilateral Suspension or Deactivation. Hercules will not unilaterally revoke, suspend, disable, throttle, deactivate a license key for, or otherwise degrade the Public Entity's use of the Solution, except after written notice to the Authorized Representative and expiration of the cure period in Section 11(c) of Part I, and never on account of a good-faith payment dispute, a usage discrepancy, a pending payment approval process, or any billing, account, or channel action taken by AWS or a reseller. Section 5(c) of Part I is modified accordingly.

(b) Termination by the Public Entity. The Public Entity retains the termination rights set out in its contract, including any right to terminate for convenience, for cause, or for non-appropriation. Upon termination for convenience or non-appropriation, Hercules will refund, or support the Public Entity in obtaining from AWS a refund of, amounts pre-paid for the unused portion of the Subscription Term on a pro rata basis, and will not assert any termination charge or unpaid balance not authorized by the contract.

(c) No Interference With Public Entity Systems. On expiration or termination for any reason, neither Hercules nor TFG will delete, encrypt, withhold, disable, or render inaccessible any Public Entity Data, any Public Entity system, or any component of the Public Entity's environment. The Public Entity's obligation under Section 11(e)(v) of Part I is to cease use of and uninstall the Solution, and does not extend to any Public Entity record.

8. Public Entity Data; Ownership; Restrictions on Use

(a) Ownership and Location. The Public Entity retains all right, title, and interest in and to Public Entity Data. Public Entity Data reside within the Public Entity's own environment at all times. Hercules acquires no right, title, license, or interest in Public Entity Data other than the limited right to process it as necessary to provide, maintain, secure, and support the Solution for the Public Entity, and only where and to the extent the Public Entity grants access.

(b) Access by Hercules and TFG Personnel. Where the Public Entity grants Hercules or TFG personnel access to its environment for installation, configuration, or support, such access will be granted only to personnel located within the United States who have completed any background check required by the Public Entity's contract, will be logged by the Public Entity, and will be limited to what the task requires. Neither Hercules nor TFG will copy, extract, or transfer Public Entity Data out of that environment without the prior written consent of the Authorized Representative.

(c) No Training or Model Improvement. Hercules will not use Public Entity Data, including prompts, inputs, Output, embeddings, or any derivative thereof, to train, fine-tune, evaluate, benchmark, or otherwise develop or improve any machine learning model, artificial intelligence system, product, or service, whether Hercules's own or a third party's, without the prior express written consent of the Authorized Representative. Hercules will contractually impose this restriction on TFG and on every other reseller, subcontractor, hosting provider, and model-serving provider with access to Public Entity Data, and will confirm compliance upon request. The consent mechanism in Section 9(c) of Part I is exercisable only by an Authorized Representative.

(d) Telemetry and Usage Data. Telemetry Data and Usage Data will exclude Public Entity Data and any content of Public Entity prompts or Output. Telemetry transmission from the Solution to Hercules is disabled by default for the Public Entity and is enabled only with the written authorization of the Authorized Representative. Neither Hercules nor TFG will publish, disclose, or use for benchmarking, marketing, or product development any Usage Data attributable to the Public Entity, whether or not aggregated or anonymized, without the prior written consent of the Authorized Representative. Sections 9(a) and 9(b) of Part I are limited accordingly.

(e) Feedback. Section 10(d) of Part I does not operate to convey to Hercules any right in Public Entity Data, in any public record, or in any data first produced in the performance of the Public Entity's contract, and does not authorize use of Public Entity Data for model development.

(f) Sensitive Data Categories. Section 5(a)(iii) of Part I does not prohibit the processing of any data category that the Public Entity's contract or an Order Form expressly authorizes. The parties will identify in the applicable order the categories of Public Entity Data authorized for processing, including any personally identifiable information, student education records, protected health information, criminal justice information, or Federal tax information, together with the corresponding security and handling requirements.

9. Public Records; Retention; Compelled Disclosure

(a) Agreement Not Confidential. Neither Part I, this Part III, the Public Entity's contract, nor any contract price list is deemed confidential information as to the Public Entity. Requests for release of the agreement or of unit pricing will be resolved consistent with the public records or freedom of information act applicable to the Public Entity, and the Public Entity is not in breach of any confidentiality obligation by making a disclosure that law requires. Where Hercules believes specific information is exempt from disclosure, it will mark that information and, on notice of a request, may assert the exemption at its own expense in accordance with the Public Entity's procedures.

(b) Records Retention. Public Entity Data are public records subject to the records retention schedules and public records laws applicable to the Public Entity. Neither Hercules nor TFG will delete, alter, or render inaccessible any Public Entity Data, or configure or operate the Solution so as to do so, except in accordance with written direction from the Public Entity. Section 11(e) (vi) of Part I does not require the Public Entity to delete or destroy any record, and no return-or-destroy obligation applies to Public Entity records. The Public Entity may retain confidential information as required by law, regulation, or its retention policy, provided that retained information remains subject to the applicable confidentiality obligations.

(c) Support for Records Obligations. Hercules will support the Public Entity's records management, litigation hold, discovery, legislative or council inquiry, inspector general, State auditor, and public records obligations, including by providing search and export capability at no additional charge.

(d) Compelled Disclosure. If Hercules or TFG receives a subpoena, warrant, court order, or other legal demand seeking Public Entity Data, it will, unless legally prohibited, promptly notify the Authorized Representative before responding, provide reasonable assistance in resisting or narrowing the demand, direct the requesting party to the Public Entity, and advise the requesting party that Public Entity Data reside within the Public Entity's environment and are not in its possession or control.

10. Security; Authorization; Incident Response

(a) Authorization Within the Public Entity Boundary. The Solution is installed and operated within the Public Entity's own environment and security boundary. It is not a cloud service offering hosted, operated, or made available by Hercules, and Hercules therefore holds no Federal Risk and Authorization Management Program or StateRAMP authorization for the Solution and makes no representation that one exists or is required for this delivery model. The Solution is assessed and authorized by the Public Entity under the Public Entity's own security assessment process. Where the Public Entity elects to operate the Solution within a cloud environment held in its own name, the authorization applicable to that infrastructure is the Public Entity's. Hercules will support the Public Entity's assessment at no additional charge, including by providing a component inventory, a software bill of materials, secure configuration and hardening guidance, control implementation statements, testing results, and current vulnerability scan results, and by updating those artifacts with each Update.

(b) Security Requirements. Hercules will comply with the security requirements of the Public Entity's contract applicable to it, including any applicable requirements under National Institute of Standards and Technology Special Publication 800-53 or 800-171 at the baseline the Public Entity specifies, the Criminal Justice Information Services Security Policy where criminal justice information is processed, Internal Revenue Service Publication 1075 where Federal tax information is processed, and any State information security standard incorporated into the contract. Section 7(a) of Part I states a floor and does not displace these requirements. Hercules will notify the Authorized Representative of any known vulnerability in the Solution rated high or critical within [FIVE (5)] business days of becoming aware, together with available mitigations and a remediation timeline.

(c) Incident Notification. Hercules will report any actual or reasonably suspected cyber incident, security breach, or unauthorized access to or disclosure of Public Entity Data that involves the Solution, Hercules's systems, or Hercules's supply chain, to the Authorized Representative and the Public Entity's designated security point of contact within seventy-two (72) hours of discovery, or within any shorter period required by the Public Entity's contract or by the data breach notification law applicable to the Public Entity. Hercules will preserve and protect relevant images, logs, and forensic artifacts for not less than 90 days, will provide the Public Entity and its designees access for damage assessment, and will cooperate with the Public Entity's obligations to notify affected individuals and to report to State authorities. Notification under this Section is not an admission of fault or liability by Hercules.

(d) Assessment Rights. Upon reasonable notice, Hercules will provide the Public Entity, its inspector general, its State or local auditor, and their designees access to security documentation, assessment reports, and personnel as necessary to verify compliance with this Section 10. Section 4(k) of Part I does not prohibit security, vulnerability, or penetration testing of the Solution as installed within the Public Entity's environment, and no such testing requires Hercules's consent.

11. Privacy; Student Data; Protected Health Information

(a) Student Education Records. Where the Public Entity is an educational agency or institution and Public Entity Data include education records subject to the Family Educational Rights and Privacy Act (20 U.S.C. 1232g) and its implementing regulations, Hercules and TFG act as school officials with a legitimate educational interest, perform a function for which the Public Entity would otherwise use its own employees, remain under the direct control of the Public Entity with respect to the use and maintenance of education records, use education records only to perform the services, and will not re-disclose education records except as authorized in writing by the Public Entity or required by law. Hercules will support the Public Entity's

obligations regarding parent and eligible student access, amendment, and complaint procedures, and will comply with the Children's Online Privacy Protection Act and with the student data privacy law of the Public Entity's State to the extent applicable to it.

(b) Protected Health Information. Where Public Entity Data include protected health information subject to the Health Insurance Portability and Accountability Act, the parties will execute a business associate agreement before any such information is processed, and that agreement controls over Part I and this Part III with respect to its subject matter.

(c) Personally Identifiable Information. Where Hercules or TFG receives or accesses Public Entity Data containing personally identifiable information, it processes that information only as a service provider or processor on the Public Entity's documented instructions, will not sell or share it, and will not retain, use, or disclose it for any purpose other than performing the services. Section 9(d) of Part I is supplemented, and not limited, by this Section 11.

12. Accessibility

Hercules represents that the Solution conforms to the applicable accessibility standards under Section 508 of the Rehabilitation Act (29 U.S.C. 794d) and to the Web Content Accessibility Guidelines 2.1 Level AA, to the extent required by the Public Entity's contract or by the accessibility law of the Public Entity's State, and will provide and maintain a current Accessibility Conformance Report disclosing any non-conformance and its remediation plan. Hercules will remediate accessibility non-conformance that materially impairs the ability of an individual with a disability to use the Solution, at no additional charge.

13. Artificial Intelligence Requirements

(a) Disclosure. Hercules will identify in writing each foundation model used to deliver the Solution, whether inference is performed within the Public Entity's environment or by an external model-serving provider, the identity and location of any such provider, and any use of the Public Entity's data by that provider, and will notify the Authorized Representative in advance of any material change to that composition.

(b) Support for Public Entity Governance. Where the Public Entity determines that its use of the Solution is a high-risk, high-impact, or otherwise regulated use of artificial intelligence under applicable State law, executive order, or policy, Hercules will provide its then-current standard model and system documentation, including information sufficient to describe the Solution's intended use, known limitations, and evaluation methodology, at no additional charge, and will cooperate reasonably with the Public Entity's pre-deployment testing, impact assessment, ongoing monitoring, and public inventory or disclosure obligations. Any custom testing, bespoke assessment, or entity-specific documentation requested by the Public Entity will be provided at the rates set forth in the Public Entity's contract, as agreed in advance.

(c) Human Review. Section 5(b) of Part I is retained. Hercules will not represent or configure the Solution so as to require or encourage the use of Output as the sole basis for any decision having a legal or similarly significant effect on an individual, and will support the Public Entity's human-review and record-keeping requirements, including the ability to log and export the inputs and Output associated with a reviewed decision.

(d) Accuracy Disclaimers. The disclaimers in Section 12(d) of Part I regarding the accuracy, completeness, and fitness of Output do not relieve Hercules of the Performance Warranty, of the malicious code warranty in Section 12(c) of Part I, of the security and data obligations of this Part III, or of any obligation under the Public Entity's contract.

14. Verification of Use; Audits

Any provision permitting Hercules to audit or to require certification of the Public Entity's compliance with usage limits, User counts, or other entitlements is amended as follows: (a) any discrepancy identified may result in a charge, and any resulting invoice must comply with the invoicing requirements of the Public Entity's contract; (b) any such charge, if disputed, will be resolved under the dispute resolution provisions of that contract, and no payment obligation arises until the conclusion of that process; (c) any audit requested by Hercules will be performed at Hercules's expense, will be conducted in accordance with the Public Entity's security requirements, and will not require the Public Entity to grant access to Public Entity Data; (d) no charge may be applied retroactively to a period preceding the date on which the Public Entity was notified in writing of the discrepancy; and (e) Hercules will not disable or restrict use of the Solution, or impose any penalty, on account of a usage discrepancy. This Section 14 does not limit the Public Entity's own audit, examination-of-records, or inspection rights under its contract or applicable law.

15. Assignment; Change of Control

Neither Part I, this Part III, nor the Public Entity's contract may be assigned, nor may any right or obligation thereunder be delegated, without the Public Entity's prior written consent, except as expressly permitted by the Public Entity's contract or by applicable law. Section 16(f) of Part I does not apply to the Public Entity. Hercules will notify the Authorized Representative promptly of any merger, reorganization, acquisition, or transfer of assets or voting securities affecting the entity responsible for the Solution, and will identify any resulting change in ownership or control.

16. Compliance Representations; Insurance

(a) Representations. Hercules represents and covenants that: (i) it does not provide, and will not provide to the Public Entity, any covered telecommunications equipment or services prohibited by Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 or by the corresponding law of the Public Entity's State; (ii) it maintains any vendor registration required by the Public Entity's State as a condition of award; (iii) it complies with applicable nondiscrimination, equal employment opportunity, drug-free workplace, employment eligibility verification, immigration compliance, and ethics and conflict-of-interest requirements incorporated into the Public Entity's contract; (iv) it will make the certifications required by the Public Entity's State, including any anti-boycott, State-sponsor-of-terrorism, campaign contribution, lobbying, iran or other divestment, and debarment certifications; (v) it will comply with any minority, women-owned, small, veteran, or disadvantaged business participation and reporting requirements of the contract; and (vi) it will notify the Authorized Representative promptly if any of the foregoing representations ceases to be accurate. Where TFG is the contractor of record, TFG makes the same representations as to itself.

(b) Insurance. Hercules and TFG will each maintain the types and amounts of insurance required by the Public Entity's contract, including commercial general liability, professional liability or errors and omissions, workers' compensation, and, where the contract requires it, cyber liability, and will furnish certificates of insurance on request, naming the Public Entity as an additional insured where the contract requires it.

17. Warranty; Remedies; Limitation of Liability

(a) Public Entity Remedies Preserved. Sections 12 and 13 of Part I do not limit, waive, or displace any right or remedy available to the Public Entity under its contract or under applicable law, including inspection, acceptance, warranty, and termination rights. The exclusive-remedy provisions of Sections 7(b) and 12(b) of Part I and of any Master Agreement do not apply to the Public Entity.

(b) Limitation of Liability. The limitation of liability in Section 13 of Part I applies except to the extent it is inconsistent with applicable law or with a mandatory term of the Public Entity's contract. Hercules's total aggregate liability for (i) breach of its obligations under Sections 8, 10, or 11 of this Part III and (ii) unauthorized access to, disclosure of, or use of Public Entity Data will not exceed the greater of (A) two million dollars (\$2,000,000) and (B) three times the amounts paid and payable by the Public Entity under the applicable contract during the 12-month period preceding the event giving rise to liability. That amount is a single aggregate cap and is not cumulative with any other cap. Hercules's liability for infringement or misappropriation of third-party intellectual property rights is subject to the general cap in Section 13(c) of Part I. Nothing in this Section 17(b) limits Hercules's liability for fraud or willful misconduct, or for any matter for which liability cannot be limited under applicable law.

(c) Service Level Credits. Any service level credit is a minimum remedy and is not the Public Entity's sole or exclusive remedy for failure to meet a support commitment. Section 7(b) of Part I is modified accordingly.

18. Publicity; Cooperative Purchasing

(a) Publicity; No Endorsement. Neither Hercules nor TFG will use the name, seal, logo, insignia, or any other identifier of the Public Entity, or the fact of this Part III or the Public Entity's contract, in any advertisement, press release, marketing material, customer list, or other public communication, and neither will state or imply endorsement by the Public Entity, without the prior written authorization of the Authorized Representative. Any attribution or publicity provision of a Master Agreement does not apply. Section 4(m) of Part I does not restrict the Public Entity from disclosing information about the Solution as required by law, including in response to a public records request or in the course of legislative, council, or oversight reporting.

(b) Cooperative Purchasing. Where the Solution is acquired under a cooperative purchasing agreement, State master contract, or joint powers agreement, this Part III applies to each participating public entity that issues an order, each such entity is a Public

Entity for purposes of this Part III, and each is responsible only for its own orders and obligations. No participating entity is liable for the acts, omissions, or obligations of any other.

19. General

(a) Severability. If any provision of this Part III is held unenforceable, the remaining provisions remain in effect, and no provision of Part I that this Part III modifies or deletes is revived.

(b) Survival. Sections 1, 3, 5, 8, 9, 10, 11, 15, 17, 18, and this Section 19 survive expiration or termination of Part I, this Part III, and the Public Entity's contract.

(c) Resellers and Intermediaries. Where the Solution is acquired through TFG or any other reseller, distributor, systems integrator, or contractor, Hercules will flow down this Part III in full and will not condition the Public Entity's rights on terms inconsistent with it, or on the terms of any agreement between Hercules and that party or between that party and AWS. Hercules remains responsible for the obligations in Sections 8, 9, 10, 11, and 13 regardless of the contracting path.

(d) Interpretation. This Part III is to be construed so as to give effect to the laws it implements. Where a provision of Part I can be read consistently with those requirements, it will be so read rather than treated as deleted.

(e) Effect on Other Customers. This Part III has no effect on any agreement between Hercules and any customer that is not a Public Entity, and has no effect on any acquisition governed by Part II.

PART IV. FEDERAL ADDENDUM FOR AWS MARKETPLACE TRANSACTIONS

This Part IV applies solely where an agency or instrumentality of the United States Government acquires the Solution through AWS Marketplace, including AWS GovCloud (US) Marketplace, whether directly or through TFG or another authorized reseller, distributor, or channel partner. It is entered into by Hercules Systems, Inc. (d/b/a Hercules), a Delaware corporation with offices at 1475 S. Bascom Ave, Ste. 204, Campbell, CA 95008 ("Hercules"), and the Ordering Activity identified in the applicable Government contract, task order, or delivery order.

This Part IV does not stand alone. It supplements, and must be read with, Part II, which addresses contract formation authority, governing law and disputes, continued performance, unauthorized obligations, funds availability, assignment, records and confidentiality, Government Data, portability, security, privacy, artificial intelligence requirements, compliance representations, warranty and liability, publicity, and export controls. Capitalized terms used and not defined here have the meanings given in Part II or in Part I.

1. Application, Incorporation, and Order of Precedence

(a) Application. This Part IV applies to each acquisition of the Solution through AWS Marketplace in which the end user or ordering activity is an agency or instrumentality of the United States Government. Where it applies, Parts I and II are modified by this Part IV.

(b) Incorporation. Part II applies to the transaction in full. Nothing in this Part IV reduces, waives, or qualifies any right afforded to the Ordering Activity, or any obligation assumed by Hercules, under Part II.

(c) Order of Precedence. In the event of any conflict, the following order of precedence applies and supersedes Section 1(c) of Part II and Section 16(a) of Part I: (i) applicable Federal statutes and regulations, including the Federal Acquisition Regulation and applicable agency supplements; (ii) the clauses and terms of the Government contract, task order, or delivery order, including any agency-specific addenda; (iii) this Part IV; (iv) Part II; (v) Part I; (vi) the applicable Marketplace Offer, but only as to price, quantity, Subscription Term, and entitlements; and (vii) the Documentation. The AWS Marketplace Terms govern only the relationship between the subscribing account holder and AWS.

2. AWS Is Not a Party

Amazon Web Services, Inc. and its affiliates ("AWS") are not a party to this Part IV, Part II, Part I, or the Government contract; are not third-party beneficiaries of any of them; and have no obligation or liability to the Ordering Activity under any of them. The AWS Customer Agreement, AWS Service Terms, and other terms AWS applies to AWS Marketplace (together, the "AWS Marketplace Terms") do not bind the Ordering Activity, do not modify this Part IV or Part II, and do not alter the Government contract. Hercules remains solely responsible to the Ordering Activity for its obligations regardless of the acquisition channel, and will not assert any term of the AWS Marketplace Terms or of any reseller agreement against the Ordering Activity.

3. Contract Formation; Private Offers

(a) No Binding Effect of Marketplace Acceptance. Notwithstanding the acceptance provisions of Part I, none of the following binds the Government or any Ordering Activity: acceptance of a public or private Marketplace Offer; creation, funding, or use of an AWS account; subscription to the Solution through AWS Marketplace; or any click-through, browse-wrap, or comparable mechanism presented in the course of subscribing. Consistent with Section 2 of Part II, the Government is bound only by a contract, task order, or delivery order executed by a Contracting Officer that incorporates Parts I, II, and this Part IV.

(b) Private Offers Required. Hercules and TFG will not rely on a public self-service listing to establish terms with an Ordering Activity. Federal transactions will be made by private offer that identifies Part II and this Part IV, attaches or incorporates them by reference, and reflects the terms approved by the Contracting Officer.

(c) Pre-Award Disclosure. Before a private offer is extended or accepted, Hercules or TFG will provide the Contracting Officer with the full text of Part I, Part II, this Part IV, and the proposed private offer terms, together with a statement of any respect in which the offer differs from the terms previously provided.

(d) Account Designation. The Ordering Activity will designate the AWS account or accounts through which the Subscription is to be provisioned for billing and entitlement purposes. Provisioning to an account is an administrative act and does not confer any right, license, or obligation on the account holder in its personal capacity or on any person other than the Ordering Activity, and does not determine where the Solution is installed or operated.

4. Term; Renewal; Availability of Funds

(a) No Automatic Renewal. Any automatic renewal, evergreen, or auto-extension feature available in the Marketplace Offer will be disabled with respect to the Ordering Activity. Consistent with Section 6(b) of Part II, no Subscription renews without the prior express written consent of an authorized Government representative, and any extension is effected only by exercise of an option or by bilateral modification of the Government contract. Hercules or TFG will confirm in writing to the Contracting Officer that auto-renewal has been disabled for the Subscription.

(b) Availability of Funds. All Government obligations are subject to the availability of appropriated funds. No feature of AWS Marketplace, and no term of the AWS Marketplace Terms or of any Marketplace Offer, creates an obligation of the Government in advance of, or in excess of, available appropriations.

(c) Term Alignment. The Subscription Term reflected in the Marketplace Offer will align with the period of performance of the Government contract, including any option periods actually exercised. Where the Marketplace Offer cannot be configured to match, Hercules or TFG will notify the Contracting Officer before the offer is extended and the Government contract controls.

5. Payment; Channel Actions; Continued Performance

(a) Payment Through AWS. Fees are billed and collected through AWS or the applicable reseller. Payment timing, and any interest for late payment, are governed exclusively by the Prompt Payment Act and the payment clauses of the Government contract. Interest, late fees, collection charges, and taxes or surcharges provided for in the AWS Marketplace Terms or in any reseller agreement do not apply to the Government, and neither Hercules nor TFG will seek to collect them.

(b) Channel Actions. Notwithstanding Section 4(b) of Part II, if AWS or a reseller suspends, cancels, disables, or fails to renew a Subscription for non-payment or for any other billing, account, or channel reason, Hercules will: (i) notify the Contracting Officer and the Ordering Activity's designated point of contact immediately, and in no event later than one business day after becoming aware; (ii) not treat the suspension or cancellation as a termination of the Government contract or of the Ordering Activity's rights; (iii) not withhold, revoke, or decline to issue any license key required for the Ordering Activity to continue operating the Solution within its own environment, and not permit any channel action to interrupt that operation; (iv) use commercially reasonable efforts to maintain or promptly restore the Subscription, including by re-issuing a private offer, licensing outside AWS Marketplace, or performing directly under the Government contract; and (v) take no action that affects Government Data, which remains within the Ordering Activity's environment throughout, pending resolution under the Contract Disputes Act.

(c) Continued Performance. Section 4 of Part II applies in full. Hercules will not use, and will not permit TFG or any other reseller to use, the AWS Marketplace Terms or any channel mechanism to accomplish indirectly a suspension, deactivation, or termination that Hercules could not effect directly.

(d) Termination of the Marketplace Listing. If Hercules or TFG withdraws, delists, or discontinues the Solution on AWS Marketplace, or ceases to be an AWS Marketplace seller, Hercules will notify the Contracting Officer not less than [NINETY (90)] days in advance where practicable and will continue to perform the Government contract for its remaining period of performance, including any option periods exercised, by an alternative means at no additional cost to the Ordering Activity. Delisting does not affect any instance of the Solution already installed within the Ordering Activity's environment or any license already issued.

6. Resellers, Distributors, and Channel Partners

(a) Flow-Down. Where the Solution is acquired through TFG or another reseller, distributor, systems integrator, or other channel partner, including under a standardized reseller contract for AWS Marketplace, Hercules will flow down Part II and this Part IV in full and will not condition the Ordering Activity's rights on the terms of any agreement between Hercules and that partner, or between that partner and AWS.

(b) Direct Responsibility. Hercules remains directly responsible to the Ordering Activity for the obligations in Sections 11 through 15 of Part II, and no reseller markup, restriction, term, or failure to perform diminishes those obligations or provides a defense to Hercules.

(c) Identification. Hercules or TFG will identify to the Contracting Officer, before award, each reseller or channel partner that will participate in the transaction, the contract vehicle relied upon, and whether that partner will have access to Government Data. Any partner with access to Government Data is a subcontractor for purposes of Section 11 of Part II. TFG Technology Solutions, LLC is Hercules's authorized reseller and the AWS Marketplace seller of record for the Solution.

7. Environment, Authorization, and Security

(a) **Deployment Environment.** The Solution is installed and operated within the Ordering Activity's own environment. Neither Hercules nor TFG will host the Solution, or store or process Government Data, in any Hercules-controlled or TFG-controlled environment, and neither will migrate the Solution or Government Data to any other environment. Where the Ordering Activity elects to operate the Solution within an Amazon Web Services account held in its own name, including in AWS GovCloud (US), that account, its region or partition, and its authorization boundary are the Ordering Activity's, and Hercules will support deployment into the region, partition, or environment the Government contract requires.

(b) **No Authorization Inherited or Claimed.** The Ordering Activity acknowledges, and Hercules confirms, that any authorization, certification, accreditation, or attestation held by AWS in respect of its underlying infrastructure does not constitute authorization of the Solution. Because the Solution is not a cloud service offering hosted or operated by Hercules, Hercules holds no Federal Risk and Authorization Management Program authorization for it and represents none. The Solution is authorized by the Ordering Activity within the Ordering Activity's own authorization boundary as set out in Section 13(a) of Part II. Neither Hercules nor TFG will represent, in a listing, offer, or otherwise, that the Solution is authorized by reason of its availability through AWS Marketplace or of running on AWS infrastructure.

(c) **Assessment Support and Control Inheritance.** Hercules will provide the Contracting Officer, at no additional charge, with the artifacts identified in Section 13(a) of Part II, together with a written statement identifying which security controls the Solution inherits from the environment in which the Ordering Activity operates it, which controls are shared with the Ordering Activity, and which controls the Solution implements itself, and will update that statement upon any material change or Update.

(d) **Incident Reporting.** Section 13(c) of Part II applies. Where an incident originates with, or is reported to Hercules by, AWS or a reseller, Hercules will report it to the Ordering Activity within the same period, and notification to AWS does not satisfy Hercules's obligation to notify the Ordering Activity.

8. Government Data; Metering and Usage Reporting

(a) **Metering Data.** Because the Solution operates within the Ordering Activity's environment, no Government Data is available to Hercules or TFG for reporting to AWS. Usage, entitlement, and metering data reported to AWS or to a reseller for billing or provisioning purposes will exclude Government Data, including the content of any prompt, input, or Output, and will be limited to the minimum necessary to bill and provision the Subscription.

(b) **No Access by AWS or Resellers.** Neither Hercules nor TFG will authorize AWS or any reseller to access, retain, or use Government Data for any purpose, and Section 11 of Part II applies to any such party as if it were a subcontractor of Hercules. For the avoidance of doubt, the restriction on training in Section 11(b) of Part II applies to AWS and to every reseller.

(c) **Effect of Channel Termination on Data.** Expiration, cancellation, or suspension of the Subscription in AWS Marketplace does not affect Government Data, which remains within the Ordering Activity's environment, and does not shorten the retrieval, transition, or export periods in Section 12 of Part II.

9. Version Control and Post-Award Changes

(a) **Governing Versions.** Notwithstanding any provision of Part I under which the version posted on AWS Marketplace at the time of subscription governs, the versions of Parts I, II, and this Part IV incorporated into the Government contract govern for its duration.

(b) **No Unilateral Updates.** No version of any of those documents posted, updated, replaced, or withdrawn by Hercules or TFG on AWS Marketplace after award applies to the Ordering Activity except by bilateral modification in accordance with Section 8 of Part II. Hercules will notify the Contracting Officer of any such posting that would, but for this Section, have applied.

(c) **Retention.** Hercules will retain each version of Parts I, II, and this Part IV applicable to a Government contract for the period required by the Government contract and, upon request, will provide the Contracting Officer with the exact applicable version together with a certification of its applicability.

10. General

(a) **Severability.** If any provision of this Part IV is held unenforceable, the remaining provisions remain in effect, and no provision of Part I or Part II that this Part IV modifies or deletes is revived.

(b) Survival. Sections 1, 2, 5, 6, 7, 8, 9, and this Section 10 survive expiration or termination of Part I, Part II, this Part IV, and the Government contract.

(c) Effect on Other Channels. This Part IV has no effect on any acquisition made other than through AWS Marketplace, and no effect on any agreement between Hercules and a customer that is not an agency or instrumentality of the United States Government.

(d) Interpretation. This Part IV is to be construed so as to give effect to the Federal statutes and regulations that Part II implements. Where a provision of Part I or of the AWS Marketplace Terms can be read consistently with those requirements, it will be so read rather than treated as deleted.

SIGNATURE PAGE A. FEDERAL EXECUTION (PARTS II AND IV)

By signing below, the parties execute Part II (Federal Government Addendum) and, where the Solution is acquired through AWS Marketplace, Part IV (Federal Addendum for AWS Marketplace Transactions). Part I is incorporated and applies as modified by those Parts.

HERCULES SYSTEMS, INC.

By: _____

Name: _____

Title: _____

Date: _____

TFG TECHNOLOGY SOLUTIONS, LLC (authorized reseller and AWS Marketplace seller of record)

By: _____

Name: _____

Title: _____

Date: _____

ORDERING ACTIVITY: [AGENCY]

By: _____

Name: _____

Title: Contracting Officer

Contract / Order No.: _____

AWS Marketplace Offer ID: _____

Date: _____

SIGNATURE PAGE B. STATE, LOCAL, TRIBAL, AND PUBLIC EDUCATION EXECUTION (PART III)

By signing below, the parties execute Part III (State, Local, Tribal, and Public Education Government Addendum). Part I is incorporated and applies as modified by Part III.

HERCULES SYSTEMS, INC.

By: _____

Name: _____

Title: _____

Date: _____

TFG TECHNOLOGY SOLUTIONS, LLC (authorized reseller and AWS Marketplace seller of record)

By: _____

Name: _____

Title: _____

Date: _____

PUBLIC ENTITY: [NAME OF STATE, LOCAL, TRIBAL, OR PUBLIC EDUCATION ENTITY]

By: _____

Name: _____

Title: _____

Contract / Purchase Order No.: _____

AWS Marketplace Offer ID (if applicable): _____

Date: _____