

NNCOMPASS END USER LICENSE AGREEMENT

This End User License Agreement (“**EULA**” or the “**Agreement**”) is a legal agreement between you (the Ordering Activity under GSA Schedule contracts identified in the Purchase Order, Statement of Work, or similar document) and NNData Corporation (“**NNData**”) and it governs your use of the NNCompass tool and associated NNData Software (as defined below) (collectively, the “**Software**”).

By acceptance of this document in writing, you are agreeing to be bound by the terms and conditions of this EULA, as updated from time to time. Any material updates to this agreement shall be presented to you for review and will not be effective unless and until both parties sign a written agreement updating these terms. Please read this EULA carefully before using the online Software. If you do not agree to the terms of this Agreement, do not use the Software.

The Software is licensed, not sold, to you by NNData for use strictly in accordance with the terms of this Agreement. The license and all associated rights provided herein are solely for the support performed in accordance with your organization’s Prime Contract # **XYZ** and NNData’s associated contract # **XYZ** (the “**Program**”).

License

NNData grants you a worldwide, non-exclusive, fully paid up and royalty-free right and license to (i) download, install, and use the Software solely to perform internal testing, development, and use inside your corporate or Government customer environment or (ii) use the Software solely to perform internal testing, development, and use inside the NNCompass cloud computing environment, and for purposes strictly in accordance with the terms of this Agreement, so long as you have satisfied your obligations under it. The details of the specific licenses are detailed in **Exhibit A**.

NNData retains all rights to NNData Software not granted to you in this clause. “**NNData Software**” means any software programs, tools, add-ons, databases, libraries, guides, manuals, documentation, code including source code, object code, and binary code, and other related materials developed by NNData including any modifications, enhancements, or upgrades made thereto at any time. This EULA does not grant you any rights to copyrights, patents, trademarks, trade secrets, or other intellectual property rights in or to the NNData Software beyond the license granted herein and you shall take no action or assert any right inconsistent with NNData’s sole ownership thereof.

Restrictions

You agree not to, and you will not permit any other person or entity to, perform any of the following prohibited activities outside of support for the Program and its associated deliverables, including but not limited to:

- license, sell, rent, lease, assign, distribute, transmit, host, outsource, disclose, access, or otherwise commercially exploit the Software or make the Software available to any third party;
- copy or use the Software for any purpose other than as permitted under the above section ‘License’;

- modify, make derivative works of, disassemble, decrypt, reverse compile, or reverse engineer any part of the Software;
- remove, alter, deface, or obscure any proprietary notice (including any notice of patent, copyright, or trademark) of NNData or its affiliates, partners, suppliers, or the licensors of the Software;
- use the Software to distribute viruses, scripts, Trojan horses, worms, malware, timebombs, or other harmful components to or from NNData's or other systems; and
- transmit, store, or distribute any material that violates any applicable law, including export or encryption laws or regulations.

Intellectual Property

The Software, including without limitation all copyrights, patents, trademarks, trade secrets, and other intellectual property rights are, and shall remain, the sole and exclusive property of NNData. The Software incorporates confidential and proprietary information developed or acquired by or licensed to NNData and that in performing under this Agreement you will learn additional information that is confidential and proprietary to NNData and the NNCompass software (the "Confidential Information"). The User will take all commercially reasonable precautions necessary to safeguard the confidentiality of the Confidential Information, including (i) those taken to protect your own confidential information and (ii) those which NNData may reasonably request from time to time. The User will take all commercially reasonable precautions necessary to not allow the removal or defacement of any confidentiality or proprietary notice placed on the Software or other items of Confidential Information. The placement of copyright notices on these items will not constitute publication or otherwise impair their confidential nature. NNData recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which requires that certain information be released, despite being characterized as "confidential" by the vendor.

Authority

NNData and you represent and warrant that the acceptance of this Agreement does not, and the consummation of the transactions contemplated hereby will not, (i) result in a material breach of any provision of, or constitute a material default under (a) the Articles of Incorporation, By-Laws, operating policies or procedures of either Party, (b) any agreement or instrument to which either NNData or the User is a party or by which either is bound, or (c) any statute or regulatory provision affecting either Party, or (ii) require the consent of or approval of any other person or governmental agency or authority. Except as set forth herein, or as otherwise agreed to in writing by the Parties, all requisite consents of third parties have been obtained.

Ownership/Use of Your Data

NNData does not assert any ownership claims over your data deployed in the Software. You own your proprietary data placed in the Software. NNData owns rights in data that is generated in connection with the Software, such as metadata generated in connection with the Software. NNData has a limited license to use your data to monitor and administer the Software, resolve service requests, address performance, operation, and use of the Software, or conduct research

and development activities relating to potential modifications of and improvements to the Software.

All patents, copyrights, trade secrets and other proprietary rights in or related to the Software are and will remain the exclusive property of NNData or its licensors, whether or not specifically recognized or perfected under the laws of the jurisdiction or territory in which you or your organization is exercising the Software license hereunder. The User will not take any action that jeopardizes NNData's or its licensors' proprietary rights or acquire any right in the Software or Confidential Information, except the limited rights specified in this Agreement. NNData or its licensors own all rights in any copy, translation, modification, or adaptation of the Software or other items of Confidential Information, including any improvement or development thereof. Ownership of derivative works should be as set forth in the copyright statute, 17 U.S.C. § 103 and the FAR clause at 52.227-14, but at a minimum, the Ordering Activity shall receive unlimited rights to use such derivative works at no further cost.

Investigations

NNData reserves the right to investigate any potential violations of the EULA by (a) reserved; (b) removing or requiring the removal of any potentially offending or illegal material; or, (c) exercising any other rights and remedies available to NNData at law. Before undertaking any responsive actions, NNData will seek to provide you with at least three days' written notice to cure suspected violations, unless NNData deems it necessary to act sooner with or without notice.

Your Suggestions

Any feedback, comments, ideas, improvements, or suggestions (collectively, "**Suggestions**") provided by you to NNData with respect to the Software shall remain the sole and exclusive property of NNData.

NNData shall be free to use, copy, modify, publish, or redistribute the Suggestions for any purpose and in any way without any credit or any compensation to you.

Third-Party Services

The Software may display, include, or make available third-party content (including data, information, Software, and other products services) or provide links to third-party websites or services ("**Third-Party Services**"). By executing this agreement, Ordering Activity does not agree to be bound by any Third Party terms without executing an agreement in writing. The Ordering Activity acknowledges that third party software has different terms.

You acknowledge and agree that NNData shall not be responsible for any Third-Party Services, including their accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality, or any other aspect thereof. NNData does not assume and shall not have any liability or responsibility to you or any other person or entity for any Third-Party Services.

Third-Party Services and links thereto are provided solely as a convenience to you and you access and use them entirely at your own risk and subject to such third parties' terms and conditions if agreed to in writing. Nothing herein shall bind the Ordering Activity to any Third Party terms unless the terms are provided for review and agreed to in writing by all parties.

Confidentiality and Protection of Data

NNDATA undertakes efforts to ensure that the Software is delivered in a manner that provides reasonable security protections to you and to prevent improper access to or removal of data by an unauthorized user. NNDATA does not warrant that the Software complies with particular regulatory requirements applicable to your business, including obligations under the Health Insurance Portability and Accountability Act (HIPAA) and the Sarbanes-Oxley Act, for example. You are responsible for determining whether the Software, and your use thereof, is consistent with any data protection and other regulations applicable to your business. Additionally, you are responsible for assuring that any data that you are prohibited from disclosing under any applicable, law, rule, or regulation is not disclosed to NNDATA or, if disclosed, that this disclosure is accomplished in a manner that complies with all requirements affecting that data, legal or otherwise.

Privacy Statement

NNDATA neither collects, stores, maintains, or shares data or information deployed in the Software via a customer's system. User log in and password credentials are tracked solely for administrative purposes.

Third Party Requests for Access to Your Data

In the event that a third party seeks access to your data deployed in the Software and it is required to be disclosed by law or any governmental authority or other similar requirements, NNDATA will (if not prohibited by law) notify you of the compelled disclosure so that you can seek to avoid disclosure by means of a protective order or other relevant means. It is your responsibility to ensure that you comply with any request for preservation, access, or production of your data any other relevant electronically stored information such as metadata associated with your data and any related preservation duties under the law. You must provide NNDATA any notices relating to this Paragraph by sending an email to support@nndata.com

ATTN: NNDATA Corporate Compliance.

Term and Termination

This Agreement shall remain in effect until (i) reserved; (ii) NNDATA receives notification in writing from you indicating your desire to terminate your business relationship with NNDATA and any and all agreements therewith, subject to the terms of such agreements; (iii) NNDATA and your organization do not exercise the necessary agreements to extend the Program as needed; or (iv) otherwise terminated as specified below.

When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, NNDATA shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer.

NNDATA may, in its sole discretion, at any time, temporarily suspend this Agreement with or without prior notice if such suspension is necessary for security reason.

You may also terminate this Agreement by providing written notification and acknowledgment that you have deleted the Software and all copies thereof from your devices and computer systems and ceasing all use of the Software. NNData reserves the right to conduct an audit or use a third-party auditor if any concerns arise. Audits shall be subject to Government security requirements.

Prior to a termination for any reason, the Party seeking termination shall provide written notice to the other Party setting forth the cause(s) which may lead to a termination under this agreement and allow the other Party ten (10) calendar days to cure.

Termination of this Agreement will not limit any of NNData's rights or remedies at law in case of breach by you (during the term of this Agreement) of any of your obligations under the present Agreement or any other agreements related to your business relationship with NNData.

Indemnification

Reserved.

No Warranties

NNDATA WARRANTS THAT THE SOFTWARE WILL, FOR A PERIOD OF SIXTY(60) DAYS FROM THE DATE OF YOUR RECEIPT, PERFORM SUBSTANTIALLY IN ACCORDANCE WITH SOFTWARE WRITTEN MATERIALS ACCOMPANYING IT. EXCEPT AS EXPRESSLY SET FORTH IN THE FOREGOING, THE SOFTWARE IS PROVIDED TO YOU "AS IS" AND "AS AVAILABLE" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, NNDATA, 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 SOFTWARE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, NNDATA PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE SOFTWARE WILL MEET YOUR REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE OR WORK WITH ANY OTHER SOFTWARE, SOFTWARES, SYSTEMS OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR FREE OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED. THIS AGREEMENT DOES NOT LIMIT OR DISCLAIM ANY OF THE WARRANTIES SPECIFIED IN THE GSA MULTIPLE AWARD SCHEDULE CONTRACT UNDER FAR 52.212-4(O). IN THE EVENT OF A BREACH OF WARRANTY, THE U.S. GOVERNMENT RESERVES ALL RIGHTS AND REMEDIES UNDER THE CONTRACT, THE FEDERAL ACQUISITION REGULATIONS, AND THE CONTRACT DISPUTES ACT, 41 U.S.C. 7101-7109.

WITHOUT LIMITING THE FOREGOING, NEITHER NNDATA NOR ANY NNDATA'S LICENSORS OR SERVICE PROVIDER MAKES ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED: (I) AS TO THE OPERATION OR AVAILABILITY OF THE SOFTWARE, OR THE INFORMATION, CONTENT, AND MATERIALS OR PRODUCTS INCLUDED THEREON; (II) THAT THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE; (III) AS TO THE ACCURACY, RELIABILITY, OR CURRENCY OF ANY INFORMATION OR CONTENT PROVIDED THROUGH THE SOFTWARE; OR (IV) THAT THE SOFTWARE, ITS SERVERS, THE CONTENT, OR E-MAILS SENT FROM OR ON BEHALF

OF NNDATA ARE FREE OF VIRUSES, SCRIPTS, TROJAN HORSES, WORMS, MALWARE, TIMEBOMBS, OR OTHER HARMFUL COMPONENTS.

Some jurisdictions do not allow the exclusion of or limitations on implied warranties or the limitations on the applicable statutory rights of a consumer, so some or all of the above exclusions and limitations may not apply to you.

Limitation of Liability

Notwithstanding any damages that you might incur, the entire collective aggregate liability of NNData and any of its licensors, service providers, or suppliers under any provision of this Agreement and under any legal or equitable theory, including breach of contract, tort (including negligence), strict liability, or otherwise, and your exclusive remedy for all of the foregoing, shall not exceed the amount paid by licensee to NNData for Software, documentation or services pursuant to the purchase order(s) giving rise to the claim. .

To the maximum extent permitted by applicable law, in no event shall NNData or its suppliers be liable for any special, incidental, indirect, or consequential damages whatsoever (including, but not limited to, damages for loss of profits, loss of data or other information, business interruption, personal injury, loss of privacy arising out of or in any way related to the use of or inability to use the Software, third-party software, and/or third-party hardware used with the Software, or otherwise in connection with any provision of this Agreement), even if NNData or any supplier has been advised of the possibility of such damages and even if the remedy fails of its essential purpose.

The foregoing limitation of liability shall not apply to (1) personal injury or death resulting from Licensor's negligence; (2) for fraud; or (3) for any other matter for which liability cannot be excluded by law.

THIS AGREEMENT SHALL NOT IMPAIR THE U.S. GOVERNMENT'S RIGHT TO RECOVER FOR FRAUD OR CRIMES ARISING OUT OF OR RELATED TO THIS CONTRACT UNDER ANY FEDERAL FRAUD STATUTE, INCLUDING THE FALSE CLAIMS ACT, 31 U.S.C. 3729-3733. FURTHERMORE, THIS CLAUSE SHALL NOT IMPAIR NOR PREJUDICE THE U.S. GOVERNMENT'S RIGHT TO EXPRESS REMEDIES PROVIDED IN THE GSA SCHEDULE CONTRACT (E.G., CLAUSE 552.238-81 – PRICE REDUCTIONS, CLAUSE 52.212-4(H) – PATENT INDEMNIFICATION, AND GSAR 552.215-72 – PRICE ADJUSTMENT – FAILURE TO PROVIDE ACCURATE INFORMATION).

Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

Severability

If any provision of this Agreement is held to be unenforceable or invalid, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

Waiver

Except as provided herein, the failure to exercise a right or to require performance of an obligation under this Agreement shall not effect a party's ability to exercise such right or require

such performance at any time thereafter nor shall be the waiver of a breach constitute waiver of any subsequent breach.

For U.S. Government End Users

The Software and related documentation are "Commercial Items", as that term is defined under 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used under 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. In accordance with 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein.

User acknowledges that use, duplication, reproduction, release, modification, disclosure or transfer of the Software by User is governed by, and subject to, all of the terms, conditions, restrictions and limitations set forth in this Agreement. Without NNData's prior written consent in each instance, no Party has authority to deliver the Software to any third party under any other clause or provision. Acceptance of any additional contract provisions for license to the U.S. Government must be explicitly agreed upon in writing by NNData.

Export Compliance

You may not export or re-export the Software except as authorized by United States law and the laws of the jurisdiction in which the Software was obtained.

In particular, but without limitation, the Software may not be exported or re-exported (a) into or to a nation or a resident of any U.S. embargoed countries or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce Denied Person's List or Entity List.

By installing or using any component of the Software, you represent and warrant that you are not located in, under control of, or a national or resident of any such country or on any such list.

Amendments to this Agreement

NNData reserves the right, at its sole discretion, to modify or replace this Agreement at any time. If a revision is material we will provide at least 30 days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion. By continuing to access or use our Software after any revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you are no longer authorized to use the Software.

Governing Law

The Federal laws of the United States shall govern this Agreement and your use of the Software.

This Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Good.

Contact Information

If you have any questions about this Agreement, please contact us at support@nndata.com.

Entire Agreement

Except as specified below, this Agreement, together with the underlying GSA Schedule Contract, Schedule Pricelist, and Purchase Order(s), constitutes leading precedence in any contract between you and NNDATA regarding your use of the Software and supersedes all prior and contemporaneous written or oral agreements between you and NNDATA.

You may be subject to additional terms and conditions that apply when you use or purchase other NNDATA services, which NNDATA will provide to you at the time of such use or purchase. Nothing herein shall bind the Ordering Activity to any additional terms unless the terms are provided for review and agreed to in writing by all parties.

EXHIBIT A PRODUCT INFORMATION AND NOTICES

NNData will provide software product(s) in accordance with but not limited to the following conditions:

Product Description

NNCompass (version GOV-1.XX) was designed and owned by NNData. It is COTS software which applies machine learning to automate the ETL process including a non-coding intuitive approach to data ingestion, cleansing, and integration. Software is easy to use providing anyone the ability to do work with data quickly without coding. Self-service data wrangling and curation for the non-data engineer but powerful enough for the data scientist to do advanced operations.

Fee

Total price to your agency/organization/company of \$XYZ, covered under NNData's associated contract #XYZ

Delivery Date

Immediately upon request from the user, provided networks are available for installation

License Period

Full License – Dates

Development License – Dates

Addresses for Notices

NNData	Agency/Organization/Company
Attn: Sean Dolan	Attn:
10300 Eaton Place, Suite 440	Address
Fairfax, VA 22030	City, ST ZIP

Location of Products during Evaluation Period

Full License	Development License
Please list install location	Please list Install Location