

**BOOZ ALLEN STRIVUS™
END USER LICENSE AGREEMENT**

IMPORTANT: PLEASE READ THIS **BOOZ ALLEN STRIVUS™ END USER LICENSE AGREEMENT** (THE “**AGREEMENT**”) CAREFULLY. BY SIGNING BELOW, CLICKING “CONTINUE,” “AGREE,” “ACCEPT”, OR OTHER SIMILAR ACT, OR ACCESSING, USING, CREATING A LOGIN OR ACCOUNT, OR OTHERWISE PLACING AN ORDER FOR THE STRIVUS SOFTWARE (“**SOFTWARE**”), YOU ARE SIGNIFYING YOUR ACCEPTANCE AND AGREEMENT TO BE BOUND BY THE TERMS AND CONDITIONS INCLUDED IN THIS AGREEMENT. IF YOU ARE ACTING ON BEHALF OF A COMPANY, GOVERNMENT, ORGANIZATION OR OTHER LEGAL ENTITY (COLLECTIVELY “**CUSTOMER**”), YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO ACT ON BEHALF OF AND TO BIND THE CUSTOMER LEGALLY TO THIS AGREEMENT. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE TO ALL THE TERMS AND CONDITIONS IN THIS AGREEMENT, NEITHER YOU NOR THE CUSTOMER MAY ACCESS, USE OR PLACE AN ORDER FOR THE SOFTWARE. THIS AGREEMENT BECOMES EFFECTIVE ON THE DATE CUSTOMER CLICKS “CONTINUE,” “AGREE,” “ACCEPT”, OR OTHER SIMILAR ACT, OR ACCESSES, USES, CREATES A LOGIN OR ACCOUNT, OR OTHERWISE PLACES AN ORDER FOR THE SOFTWARE. COMPANY AND CUSTOMER MAY BE REFERRED TO HEREIN COLLECTIVELY AS THE “**PARTIES**” OR INDIVIDUALLY AS A “**PARTY**.”

TERMS AND CONDITIONS

1. **Definitions.** In addition to terms otherwise defined in the body of this Agreement, the following definitions apply:
 - a. “**Action**” means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena, or investigation of any nature, civil, criminal, administrative, regulatory, or other, whether at law, in equity, or otherwise.
 - b. “**Affiliate**” of a Party means any other Person that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Party.
 - c. “**Authorized User**” means an individual employee or contractor of the Customer who has been authorized to access the Software by the Customer on the Customer’s behalf.
 - d. “**Business Day**” means a day other than Saturday, Sunday or other day on which commercial banks in New York City are authorized or required by Law to be closed for business.
 - e. “**Customer Data**” means data and other content belonging to or originating from the Customer, Authorized Users, or Customer’s clients, Customer’s employees, Customer’s confidential and proprietary information, and/or other third-party data and other content provided or otherwise processed by the Customer.
 - f. “**Documentation**” means Company’s written and/or electronic user manuals, release notes, implementation guides, specifications, technical documentation relating to the Software that Company provides or makes available to Customer which describe the functionality, components, features, or requirements of the Software, including any aspect of the installation, configuration, integration, operation, or use of the Software and as may be identified on the Order Form.

- g. **“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.
- h. **“Law”** means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, or other requirement of any federal, state, local, or foreign government or political subdivision thereof, or any arbitrator, court, or tribunal of competent jurisdiction.
- i. **“Loss”** means all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys’ fees and the costs of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.
- j. **“New Version”** means any new version of the Software that Company may from time to time introduce or market generally as a distinct licensed product (as may be indicated by Company’s designation of a new version number) and which Company may make available to Customer at an additional cost under a separate written agreement.
- k. **“Open Source Components”** means any software component that is subject to any Open Source License.
- l. **“Order Form”** means the document or online order, subscription, registration, or activation flow that identifies Customer, the Software and/or services licensed or sold by Company, any applicable licensing parameters (e.g., the number of licenses), and any designated billing, administrator, Technical Contact, or notice contact information.
- m. **“Person”** means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association, or other entity.
- n. **“Representatives”** means, with respect to a Party, the officers, directors, employees, consultants, agents, independent contractors, service providers, subcontractors, legal advisors and other representatives of such Party.
- o. **“Software”** means the object code version of Company’s proprietary computer program Strivus™, described in the relevant Order Form, including any Documentation and Updates provided to Customer.
- p. **“Software Support Services Agreement”** means, to the extent Customer has elected to purchase enhanced support services from Company, the Software Support Services Agreement entered into by and between Company and Customer that sets forth the enhanced software support services Company will provide Customer pursuant to the terms and conditions set forth therein.
- q. **“Third-Party Materials”** means materials and information, in any form or medium, that are not proprietary to Company, including any third-party: (a) documents, data, content, or specifications; (b) Open Source Components or other software, hardware, system, network, or other product, facility, equipment, or device; and (c) accessories, components, parts, or features of any of the foregoing.

- r. **“Updates”** means any update, upgrade, release, or other adaptation or modification of the Software, including any updated Documentation, that Company may provide to Customer from time to time during the Term, which may contain, among other things, error corrections, enhancements, improvements, or other changes to the user interface, functionality, compatibility, capabilities, performance, efficiency, or quality of the Software, but does not include any New Version.

2. License

- a. **License Grant.** Subject to Customer’s compliance with the terms and conditions of this Agreement and payment of applicable fees, Company grants Customer a non-exclusive, non-transferable, non-sublicensable license to use the Software solely for Customer’s internal and ordinary business purposes during the Term.
- b. **Scope of Licensed Access and Use.** Customer may install, use, and run a single copy of the Software on Customer’s network for use by permitted Authorized Users. Customer shall ensure access to Software is limited to Authorized Users. Customer is solely responsible for approving Authorized Users and ensuring that their Authorized Users comply with the terms of this Agreement. Customer may reproduce a single copy of the Software in a controlled environment or solution for disaster recovery purposes only. Any copy of the Software made by Customer: (a) will remain the exclusive property of Company; (b) be subject to the terms and conditions of this Agreement; and (c) must include all copyright or other Intellectual Property Rights notices contained in the original.
- c. **Open-Source Software.** The Software contains certain Open-Source Components, which are licensed under their respective open-source license agreements (each, an **“Open-Source License”**). Customer agrees to the terms and conditions in each such Open-Source License and agrees to comply with all such terms and conditions. To the extent there are any conflicts between any terms of this Agreement and any terms of the respective Open-Source License, such conflicting terms of this Agreement will not apply. Any fees charged in connection with the Software do not apply to any Open-Source Components for which fees may not be charged under the applicable Open-Source License. Where the terms of any specific Open-Source License entitle Customer to the source code of the respective Open-Source Component, that source code may be made available from Company upon request. A list of the Open-Source Licenses is available to Customer upon request.

- 3. **Delivery.** The Software will be made available electronically for download and access following Customer’s completion of the applicable Order Form or online ordering or activation process, including Customer’s acceptance of this Agreement (the **“Delivery Date”**). Booz Allen will provide Customer’s Technical Contact or other administrator designated by Customer with the credentials to download the Software and to access the Software when installed. Customer is responsible for ensuring its hardware and operating systems are suitable for operating the Software. Company has no liability whatsoever for any degradation of performance, instability, inaccessibility, or inability of Customer to use the Software due to the inadequacy of Customer’s hardware or operating systems as specified in the Documentation or for Customer’s failure to follow any instructions included in the Documentation.

4. Restrictions; Authorized Users.

- a. **Use Restrictions.** Except as expressly permitted under this Agreement, Customer shall not on its own, or permit or assist any Person to: (i) alter, modify, correct, adapt, translate, enhance or otherwise make derivative works or improvements of the Software; (ii) reverse engineer, reverse assemble, decompile,

disassemble, decode, adapt or otherwise attempt to derive or gain access to the source code or any algorithms for or from, the Software, in whole or in part; (iii) install, access, or use, or allow the installation, accessing, or use of, the Software for any unfair or deceptive practices or in contravention of any federal, state, local, foreign, or other applicable Laws, or rules and regulations of regulatory or administrative organizations; (iv) use the Software for any commercial purpose without Company's express written permission; (v) reproduce the Software in any form or by any means, except as expressly permitted by this Agreement; (vi) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available the Software to any third party; or (vii) use the Software for any other purposes beyond the intended use as defined in the license grant above. Furthermore, Customer and its Authorized Users shall not circumvent, attempt to circumvent, or otherwise interfere with any user authentication or security applicable to the Software.

- b. **Notice of Breach.** Customer will immediately notify Company of any breach, attempted breach, unauthorized use or access, or other security breach of such user authentication or security applicable to the Software for which Customer becomes aware.

5. **Ownership; Feedback.**

- a. **Ownership.** Customer acknowledges and agrees that Company is the sole and exclusive owner of all right, title and interest in and to the Software and Documentation, including, but not limited to, graphics, user interfaces, audio clips, video clips, editorial content, and other scripts and software used to implement the Software (collectively, "**Company Proprietary Information**"), and the Software and Documentation are protected by applicable Intellectual Property Laws and other applicable Laws. Company Proprietary Information also includes all information that Company discloses or makes available to Customer regarding the Software.
- b. **Feedback.** Customer may provide feedback regarding its use of the Software, the functionality of the Software, any bugs, errors or deficiencies that it encounters regarding the operation and functionality of the Software, and suggestions that Customer may have regarding improvement of such operation and functionality (collectively, "**Feedback**"). Company expects Feedback to inform future development. All Intellectual Property Rights in and to the Feedback and any development derived from the Feedback are solely and exclusively owned by Company. Customer hereby does and will unconditionally and irrevocably assign to Company its entire right, title, and interest to all Feedback and all Intellectual Property Rights in the Feedback and agrees to take any reasonable action to legally perfect such assignment should such action become necessary. Customer acknowledges that Company is under no obligation to use or include any Feedback.

6. **Payment; Records and Reporting; Audit.**

- a. **Fees; Invoices.** Customer shall pay the fees for the Software and applicable services provided by Company as set forth in the applicable Order Form. All fees are due within thirty (30) days of invoice in full without any deductions, reductions or withholding for taxes. The Order Form may specify a different payment term. Late payments shall accrue interest at the rate of 1.5 percent per month. Customer shall reimburse Company for all costs incurred by Company in collecting any late payment of amounts due or related interest, including attorneys' fees, court costs, and collection agency fees. If such failure of payment continues for thirty (30) days following the due date of the unpaid invoice, Company may, in addition to any other remedies available to Company, (i) withhold, suspend, or revoke its grant of a license hereunder, and/or (ii) terminate this Agreement, without incurring any obligation or liability to Customer or any other Person by reason of such suspension or termination.
- b. **Taxes.** All Fees payable under this Agreement are exclusive of taxes and similar assessments, duties and charges. Without limiting the foregoing, Customer is responsible for all sales, use and exercise taxes and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local government or regulatory authority incurred on any amounts payable by Customer hereunder, excluding any taxes imposed on Company's net income.
- c. **Records; Reporting.** Customer agrees, during the term of this Agreement and for a period of three (3) years (or the time required under applicable Law, if less) following the termination of this Agreement, to keep accurate and complete records relating to Customer's usage of the Software, including, but not limited to, the audit logs generated by the Software which record information regarding Customer's use of the Software and other information necessary to demonstrate Customer's compliance with this Agreement ("**Records**"). Customer shall not (i) modify, disable, or tamper with the Records or the audit logs or (ii) otherwise prevent or hinder Company from being able to access and review the audit logs or Records.
- d. **Audit.** Within ten (10) business days following Company's written request, Customer will certify to Company in writing after due inquiry that Customer's use of the Software complies with the terms of this Agreement and will provide to Company any Records that Company specified in such request. During the Term and the three (3) years following, Company shall have the right, in its sole discretion, to engage at its own expense (either directly or through a third-party auditor) in an audit to review the records of Customer to determine Customer's compliance with this Agreement. Customer will cooperate with Company's exercise of these audit rights. Any shortfall detected, including any interest due thereon, shall be payable by Customer to Company upon demand delivered in writing within thirty (30) days of such demand for payment. If an audit uncovers any material non-compliance with the Agreement, all reasonable costs and expenses associated with the audit shall be borne by Customer.

7. **Term; Termination.**

- a. **Initial Term.** The initial term of this Agreement commences as of the Effective Date and continues in effect for (i) a period of one (1) year from such date or (ii) for the period of time specified in the Order Form, unless terminated earlier pursuant to the terms of this Agreement (the "**Term**").
- b. **Renewal Term.** Customer will be notified automatically via the Software ninety (90) days prior to the expiration of the Term to contact Company for renewal options, which may include revisions to the terms

and conditions of this Agreement and an increase in fees. Unless otherwise agreed in writing by Customer and Company, this Agreement will expire at the end of the Term.

- c. **Termination for Cause.** Either Party may terminate this Agreement (i) upon thirty (30) days' written notice to the other Party, if the other Party materially breaches this Agreement or the Software Support Services Agreement and such breach: (x) is incapable of cure; or (y) being capable of cure, remains uncured for thirty (30) days after the non-breaching Party provides the breaching Party with written notice of such breach or (ii) immediately, if the other Party ceases to do business, becomes insolvent, or seeks protection under any bankruptcy or comparable proceeding.
- d. **Termination by Company.** Company may, at its sole discretion, terminate the Agreement effective upon written notice to Customer, and/or terminate or suspend Customer's license to the Software if Company determines that doing so is necessary: (i) to comply with local, state, U.S. Federal, or international Law; (ii) that Customer has been using the Software for illegal or potentially illegal purposes; (iii) to preserve security and/or integrity of the Software; (iv) to ensure the rights of others are not infringed; or (v) to preserve national or international security. In the event of a suspected illegal use of the Software by Customer, Company reserves the right to notify and cooperate with applicable Law enforcement entities. Company may, at its sole discretion, terminate this Agreement effective upon written notice to Customer if Customer fails to pay any amount when due under this Agreement or the Software License Agreement, where such failure continues more than thirty (30) days after Company's delivery of written notice thereof.
- e. **Effect of Termination.** Effective upon the termination of this Agreement: (i) Customer will remain liable for all amounts due up to and including the date of termination and all such amounts are due no later than thirty (30) days after the effective date of termination; (ii) all rights, licenses and authorizations granted to Customer hereunder will immediately terminate; (iii) Customer will immediately cease all use and access of the Software and Documentation; and (iv) within five (5) business days of the date of termination, Customer shall permanently erase from all devices and systems Customer directly or indirectly controls, all instances of the Software, the Documentation and Company's Confidential Information, including all documents, files, and tangible materials (and any partial and complete copies) containing, reflecting, incorporating, or based on any of the foregoing, whether or not modified or merged into other materials from its systems and upon request of Company shall certify in writing such deletion. The Software may contain mechanisms that disable the Software user interface upon expiration of the Term or other termination of this Agreement.

8. Data

- a. **Customer Data.** Customer is responsible for all Customer Data processed through, and/or stored on, the Software, including ensuring such Customer Data does not violate the terms and conditions of this Agreement. Customer may export or otherwise retrieve such Customer Data in a format within the technical limitations of the Software. It is solely the Customer's responsibility to export or retrieve all Customer Data from the Software prior to the expiration of the Term, and Company shall have no liability for Customer's failure to do so. Company will not have access to or otherwise receive any Customer Data, and there is no guarantee that Customer Data will be retained or otherwise available to Customer following the expiration of the Term. In the event of a valid legal order, Company will cooperate and comply in accordance with applicable Law with respect to the Customer Data.

- b. **Other Data.** Company may collect or have access to certain information that Customer provides to Company, or information generated by the Software, such as log files or other usage information. Customer acknowledges and understands that the collection of this information and access of the same by Company is necessary to provide Customer with certain support related to the Software or where Company may otherwise have a legitimate interest or business need to do so. Legitimate interests or business needs may include, without limitation, Software security, testing, maintenance, enhancement development, analytics, research, and reporting.
9. **Third-Party Materials.** The Software may allow for integration with various Third-Party Materials, including those created or commissioned by Customer. Any Third-Party Materials integrated or used by Customer shall be at Customer's sole responsibility and risk and shall not infringe or violate the Intellectual Property Rights of any third party. Customer shall be solely responsible for obtaining any necessary licenses for such Third-Party Materials for its own use. Notwithstanding anything to the contrary in this Agreement, and for the avoidance of doubt, Company has no liability for any such Third-Party Materials or the degradation of performance of the Software resulting from Customer's use of any such Third-Party Materials, whether in warranty, indemnity, or otherwise.
10. **Technical Contact.** Customer shall designate in the Order Form and maintain throughout the Term one or more individuals to serve as its primary point of contact for day-to-day communications, consultation, and decision-making regarding the services (each, a "**Technical Contact**"). The Technical Contact(s) shall be the sole contact(s) between Customer and Company in connection with day-to-day matters relating to the Software and be responsible for receiving the download and access credentials for the Software and notices of Updates and other operational communications, providing day-to-day consents and approvals on behalf of Customer, and communicating with and providing timely and accurate information to Company in connection with the Software. Customer shall ensure its Technical Contact(s) have the requisite organizational authority, skill, experience, and other qualifications to perform these duties. Customer shall use commercially reasonable efforts to maintain the same Technical Contact(s) in place throughout the Term and promptly update Company regarding any replacement or change in the name or contact information of any Technical Contact.
11. **Confidentiality**
- a. **Definition. "Confidential Information"** means non-public information in any form or medium provided by Company to Customer that is designated as "confidential" or "proprietary" or reasonably should be understood to be confidential or proprietary as such, including Company Proprietary Information, excluding information that (i) is or becomes generally known by the public through no fault of Customer, (ii) was rightfully known to Customer without restriction on use or disclosure prior to such disclosure; (iii) is disclosed to Customer by a third party without violation of any confidentiality restrictions at the time of receipt of the information, or (iv) is independently developed by Customer without access to, reference of or use of Company's information. Company's Confidential Information includes but is not limited to all Software (and any derivatives, performance data, benchmark results, security assessments, product roadmaps and any other technical information related to the Software), Documentation and its derivatives, Company's pricing, and the terms and conditions of this Agreement.
- b. **Non-Disclosure and Non-Use.** Customer shall (i) only use Company's Confidential Information as necessary to exercise its rights and/or to perform under this Agreement, (ii) use the same degree of care to prevent unauthorized use and disclosure as it does for its own confidential information, but in no event less than reasonable care, and (iii) with respect to the employees, contractors or agents of

Customer, limit access to Company's Confidential Information only to those who (i) need to know such Confidential Information for purposes of Customer's exercise of its rights or performance of its obligations under and in accordance with this Agreement and (ii) are subject to written confidentiality obligations at least as restrictive as the terms set forth in this [Section 11](#). Customer may disclose Company's Confidential Information to the extent required by any court, governmental body, or applicable Law or regulation, provided that, to the extent permitted by applicable Law, Customer shall (i) provide prompt written notice to Company prior to such disclosure and (ii) provide reasonable assistance to Company in opposing such disclosure or seeking a protective order or other limitations on disclosure. Upon written request of Company, Customer shall return or destroy, at Company's written request, Company's Confidential Information and provide written certification of such destruction within ten business (10) days of such request.

- c. **Duration of Confidentiality Obligations.** Notwithstanding the expiration or termination of this Agreement, Customer's confidentiality obligations shall continue in effect for three (3) years after the expiration or termination of this Agreement.
- d. **Injunctive Relief.** Customer agrees that any unauthorized use or disclosure of Company's Confidential Information may cause immediate and irreparable injury to Company, and, in the event of such breach, Company will be entitled, in addition to any other available remedies, to seek immediate injunctive and other equitable relief, without bond and without the necessity of showing actual monetary damages. Customer shall promptly notify Company of any unauthorized use or disclosure of Company's Confidential Information and take all reasonable steps to prevent further unauthorized use or disclosure.

12. Warranties

- a. **Software Warranty.** For sixty (60) days following the Delivery Date, Company warrants to Customer that the Software substantially conforms to the specifications as set forth in the Documentation, when installed, operated, and used as recommended in the Documentation and in accordance with this Agreement. This warranty applies only to the Software version as delivered to Customer, including any Updates provided to Customer within the 60-day period. Customer's sole and exclusive remedy and the entire liability of Company for Company's breach of this warranty will be for Company, at its option, (i) replace any damaged or defective media on which Company supplied the Software, (ii) amend, supplement, or replace any incomplete or inaccurate Documentation, (iii) repair the Software; (iv) replace the Software with functionally equivalent software (which software will, on its replacement of the Software, constitute Software hereunder); or (v) refund the fees paid for such non-conforming Software, in which case the license to the Software shall terminate.
- b. **Exclusions.** The warranty set forth in [Section 12\(a\)](#) does not apply if the Software (i) has been modified, except by or at the direction of Company, (ii) has not been installed, used or maintained in accordance with this Agreement and the Documentation, (iii) has been subject to misuse or misapplication of any type by Customer or any third party, (iv) has not had a Update promptly installed by Customer that Company had previously made available, (v) has any beta software, software that Customer makes available for testing or demonstration purposes, temporary software modules or software for which Company does not receive a license fee, and/or (vi) has been used with equipment, products or systems not specified in the Documentation. The warranty set forth in [Section 12\(a\)](#) only applies if notice of a warranty claim is provided within the applicable warranty period.

- c. **Disclaimer.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR THE WARRANTIES EXPRESSLY STATED IN THIS SECTION 12, THE SOFTWARE, DOCUMENTATION AND OTHER INFORMATION, MATERIALS AND SERVICES PROVIDED BY COMPANY ARE PROVIDED “AS IS,” AND COMPANY PROVIDES NO OTHER REPRESENTATIONS AND WARRANTIES OF ANY KIND, WHETHER, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. COMPANY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, COMPANY MAKES NO WARRANTY OF ANY KIND THAT THE LICENSED SOFTWARE, DOCUMENTATION, OR ANY RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER’S OR OTHER PERSONS’ REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEMS, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE OR ERROR FREE. ALL OPEN SOURCE COMPONENTS AND OTHER THIRD-PARTY SOFTWARE ARE PROVIDED “AS IS” AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY OF THEM IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF SUCH OPEN SOURCE COMPONENTS AND THIRD-PARTY SOFTWARE.

13. Updates; Technical Support

- a. **Updates.** During the Term, Customer shall be entitled to receive Updates that Company may, in its sole discretion, make generally available to its other customers at no additional charge. Any Updates made to the Software remain the property of Company and are a part of the licensed Software. Customer shall install all Updates as soon as reasonably possible from the date they are made available by Company. No Intellectual Property Rights are conveyed to Customer to any portion or modification of the Software in any sense at any time. Company will provide the Customer’s Technical Contact with notice and instructions related to any Updates that Company may release. Except as otherwise specified in this Agreement, Customer must run only the current release level of the Software that Company has made available to Customer. Customer does not have any right under or in connection with this Agreement to receive any New Versions of the Software that Company may, in its sole discretion, release from time to time.
- b. **Effect of Customer Failure or Delay.** Company is not responsible or liable for any delay or failure of performance caused in whole or in part by any delay or failure to perform any of Customer’s obligations under this Agreement or the Software Support Agreement, if applicable, in accordance with the respective terms and conditions of these agreements, including Customer’s failure to promptly install any Update that Company has previously made available to Customer (each, a “**Customer Failure**”).
- c. **New Version.** Customer does not have any right hereunder to receive any New Version of the Software that Company may, in its sole discretion, release from time to time. Customer may license any New Version at Company’s then-current price and subject to a separate license agreement, provided that Customer is in compliance with the terms and conditions of this Agreement. Any New Versions are distributed to Customer at Company’s sole option, and Customer shall have only those rights to a New Version set out in terms distributed with each New Version. Company will provide the Customer’s Technical Contact with notice of any New Versions that Company may release.
- d. **Technical Support.** Base technical support provided by Company and included with this Agreement is as set forth in the Documentation and on the attached Exhibit A. To the extent Customer has purchased enhanced support services, such enhanced support services are as provided in the Software Support Services Agreement.

14. **Security.** Customer is solely responsible for the security of its corporate systems and infrastructure that operate the Software, and Company shall have no liability for claims or damages that may arise relating to the security of the Customer-operated systems and infrastructure. Customer is responsible to implement all security patches that Company provides for the Software, and Company shall have no responsibility or liability if Customer does not implement such security patches in accordance with Company's instructions. Company will provide the Customer's Technical Contact with notice and instructions related to any security-related Updates that Company may release.

15. **Indemnification**

- a. **Company Indemnification.** Company shall defend, indemnify, and hold harmless Customer from and against any and all Losses, including Losses arising from any third-party claims regardless of the form of action, arising out of or in connection with a claim that the Software, Services or Deliverables, when used within the scope of this Agreement or the Software Support Agreement, if applicable, infringe any Intellectual Property Right, provided that Company is notified promptly in writing of the action, Customer has not reached any compromise or settlement of such action or made any admissions in respect of the same, and Company is given the sole option, at its expense, to control the action and all requested reasonable assistance to defend the same. If any third-party claim which Company is obligated to defend has occurred, or in its determination is likely to occur, Company may, in its sole discretion and at its option and expense (i) obtain for Customer the right to use the Software, Services, or any Deliverables, (ii) substitute a functionality equivalent, non-infringing replacement for the Software, Services, or any Deliverables, (iii) modify the Software, Services, or any Deliverables to make it non-infringing and functionally equivalent, or (iv) terminate this Agreement and refund to Customer any prepaid amounts attributable to the period of time between the date Customer was unable to use the Software, Services, or any Deliverables due to such third-party claim and the remaining days in the Term.
- b. **Exclusions.** The foregoing Company indemnification obligations shall not apply with respect to a claim of infringement if such claim arises out of (i) use of the Software, Services, or any Deliverables in combination with any software, hardware, network or system not supplied by Company where the alleged infringement relates to such combination, (ii) any modification or alteration of the Software, Services, or any Deliverables other than by Company, (iii) Customer's continued use of the Software, Services, or any Deliverables after Company notified Customer to discontinue use because of an infringement claim, (iv) Customer's use of Third-Party Materials not provided by Company; (v) Customer's violation of any applicable Law, (v) Customer's failure to install an Update issued by Company when such Update would have prevented the alleged infringement, or (vii) Customer's use of the Software, Services, or any Deliverables other than in accordance with this Agreement.
- c. **Customer Indemnification.** By using the Software, Services, or any Deliverables, Customer agrees, to the extent permitted by Law, to indemnify and hold Company, its Affiliates, directors, officers, employees, agents, partners, suppliers, providers, contractors, and licensors harmless with respect to any Losses, including Losses arising from any third-party claims regardless of the form of action, arising out of or in connection with a breach of this Agreement or the Software Support Agreement, if applicable, by Customer.
- d. **Indemnification Procedure.** Each Party shall promptly notify the other Party in writing of any third-party claim for which such Party believes it is entitled to be indemnified pursuant to [Section 15\(a\)](#) or [Section 15\(c\)](#). The Party seeking indemnification (the "Indemnitee") shall cooperate with the other Party (the

“Indemnitor”) at the Indemnitor’s sole cost and expense. The Indemnitor shall immediately take control of the defense and investigation of such third-party claim and shall employ counsel to handle and defend the same, at the Indemnitor’s sole cost and expense. The Indemnitee’s failure to perform any obligations under this Section 15.4 will not relieve the Indemnitor of its obligations under this **Error! Bookmark not defined.15** except to the extent that the Indemnitor can demonstrate that it has been materially prejudiced as a result of such failure. The Indemnitee may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing.

e. **DISCLAIMER.** THIS **Error! Bookmark not defined.15** SETS FORTH COMPANY’S ENTIRE LIABILITY WITH RESPECT TO THE INFRINGEMENT OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY OR PROPRIETARY RIGHTS BY THE SOFTWARE, SERVICES OR DELIVERABLES, AND CUSTOMER DOES HEREBY EXPRESSLY WAIVE ANY OTHER LIABILITIES OR OBLIGATIONS OF COMPANY WITH RESPECT THERETO. NO DEFENSE OR INDEMNITIES OF ANY KIND WHATSOEVER ARE PROVIDED FOR CUSTOMER’S BENEFIT DURING THE LICENSE TERM FOR ANY SOFTWARE FOR WHICH CUSTOMER HAS NOT PAID A LICENSE FEE TO COMPANY.

16. **Limitation of Liability.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR ANY BREACH OF, OR LIABILITY ARISING FROM, SECTION 4(a) (USE RESTRICTIONS), SECTION 11 (CONFIDENTIALITY), A PARTY’S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT, OR CUSTOMER’S PAYMENT OBLIGATIONS, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY IN CONNECTION WITH THIS AGREEMENT OR THE SUBJECT MATTER THEREOF (UNDER ANY THEORY OF LIABILITY) FOR (A) ANY LOST PROFITS, LOST BUSINESS OPPORTUNITIES, LOST DATA, OR FOR ANY INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES WERE REASONABLY FORESEEABLE, AND (B) ANY AMOUNTS IN AGGREGATE THAT EXCEED THE FEES PAYABLE TO COMPANY DURING THE PERIOD IN THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO SUCH LIABILITY. THESE LIMITATIONS APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY SPECIFIED IN THIS AGREEMENT. MULTIPLE CLAIMS SHALL NOT IN THE AGGREGATE EXPAND THE LIMITATIONS SPECIFIED IN THIS SECTION 16.

17. Miscellaneous

- a. **Relationship of the Parties.** The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.
- b. **Notices.** Except as otherwise expressly set forth in this Agreement, any notice, request, consent, claim, demand, waiver, or other communication under this Agreement has legal effect only if in writing and addressed: (i) if to Company, to Booz Allen Hamilton Inc., Attn.: Legal, Ethics & Compliance, 8283 Greensboro Drive, McLean, VA 22102, with a copy to customer_contracts@bah.com, or to such other address or contact that Company may designate from time to time in accordance with this Section 17(b); and (ii) if to Customer, to the email address, mailing address, or other notice contact designated by Customer in the applicable Order Form or otherwise in writing, or to Customer’s Technical Contact. Notices sent in accordance with this Section 17(b) will be deemed effectively given: (A) when personally delivered, if delivered by hand, with signed confirmation of receipt; (B) when received, if sent by a nationally recognized overnight courier, signature required; (C) when sent, if by email (with confirmation of transmission), if sent during the addressee’s normal business hours, and on the next business day, if sent after the addressee’s normal business hours; and (D) on the fifth day after the date mailed by

certified or registered mail, return receipt requested, postage prepaid. For clarity, purchase orders, invoices and other documents relating to order processing and payment are not legal notices and may be delivered electronically in accordance with Company's and Customer's standard ordering practices.

- c. **International Trade Laws.** Customer will comply with all export control, customs, sanction and embargo, and other applicable regulations on international trade ("**International Trade Laws and Regulations**") in connection with its access to or use of the Software, including but not limited to, the U.S. International Traffic in Arms Regulations ("**ITAR**"), 22 C.F.R. Parts 120-130, the Export Administration Regulations ("**EAR**"), 15 C.F.R. Parts 730-771, and regulations issued by the Office of Foreign Assets Control ("**OFAC**"), 31 C.F.R. Parts 501-598, as applicable, and the International Trade Laws and Regulations of the jurisdiction in which the Software is accessed or used, or to which the Software was sent or downloaded. Customer shall not export or re-export or otherwise use the Software except in compliance with International Trade Laws and Regulations. By accessing or using the Software, Customer represents and warrants that Customer will not export, re-export or otherwise use or allow access to the Software in violation of applicable International Trade Laws and Regulations, including use by any Person (a) located in any U.S.-embargoed countries or territories, (b) identified on one on the U.S. Treasury Department's Specially Designated Nationals List or the U.S. Department of Commerce Denied Persons List or Entity List, or (c) engaged in prohibited end uses outlined in Part 744 of the EAR, including, without limitation, the development, design, manufacture, or production of nuclear, missile, or chemical or biological weapons. Nothing in this Agreement will be construed as requiring a Person to perform an activity that would cause a violation of International Trade Laws and Regulations.
- d. **U.S. Government End User Rights.** The U.S. Government end user terms and conditions set forth in this Section 17(d) shall apply to all instances where Customer is the U.S. Government, a U.S. Government employee, or a prime contractor or subcontractor that is using the Software in support or on behalf of the U.S. Government (each, a "**U.S. Government End User**"). In the event that Customer is a U.S. Government End User, the following provisions of this Agreement do not apply, and, where relevant, are superseded by the applicable provision of FAR 52.212-4, DFARS 552.212-4, or other applicable Law, such as the Contracts Disputes Act: Indemnity, Infringement Indemnity (to the extent it permits Company to control litigation involving the U.S. Government), Limitation of Liability, Governing Law; Venue. Similarly, no audit requirements contemplated by this Agreement shall apply to the U.S. Government except as permitted by applicable Laws and regulations. Where the Customer is a U.S. Government End User, no portion of this Agreement shall apply that includes obligations for the Customer to treat this Agreement and any associated pricing as confidential or proprietary to the extent consistent with the Freedom of Information Act or other applicable Law. The Software was developed entirely at private expense and no part of the Software was first produced in the performance of a U.S. Government contract. Accordingly, the Software and any derivatives thereof are "commercial products" as defined in 48 C.F.R. 2.101 ("**Commercial Products**"). If Customer is a U.S. Government End User, then the use, duplication, reproduction, release, modification, disclosure or transfer of the Software and any associated documentation and data is restricted in accordance with 48 C.F.R. §12.211; 48 C.F.R. §12.212, 48 C.F.R. §227.7102-2, and 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.211, 48 C.F.R. §12.212, 48 C.F.R. §227.7102-1 through 48 C.F.R. §227.7102-3, and 48 C.F.R. §§227.7202-1 through 227.7202-4, and the other sections of this Agreement, as applicable, the Software is provided to U.S. Government End Users: (i) only as Commercial Products, (ii) with only those rights as are granted to all other users pursuant to this Agreement, and (iii) the terms of this Agreement are incorporated into Company's contract with Customer or otherwise agreed to by Customer in a way that legally binds the U.S. Government to these terms. This U.S. Government End User Rights clause is in lieu of, and

supersedes, any Federal Acquisition Regulations (“**FAR**”), the Defense FAR Supplement (“**DFARS**”), or other clause or provision that addresses U.S. Government rights in computer software or technical data.

- e. **Assignment.** Customer shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement, in each case whether voluntarily, involuntarily, by operation of law, or otherwise, without Company’s prior written consent. For purposes of the preceding sentence, and without limiting its generality, any merger, consolidation, or reorganization involving Customer (regardless of whether Customer is a surviving or disappearing entity) will be deemed to be a transfer of rights, obligations, or performance under this Agreement for which Company’s prior written consent is required. No delegation or other transfer will relieve Customer of any of its obligations or performance under this Agreement. Any purported assignment, delegation, or transfer in violation of this [Section 17\(e\)](#) is void. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns.
- f. **Public Announcements.** Neither Party shall issue or release any announcement, statement, press release, or other publicity or marketing materials relating to this Agreement or, unless expressly permitted under this Agreement, otherwise use the other Party’s trademarks, service marks, trade names, logos, domain names, or other indicia of source, association or sponsorship, in each case, without the prior written consent of the other Party.
- g. **Force Majeure.** Except with respect to Customer’s obligation to make timely payments pursuant to this Agreement, neither Party shall be responsible for any delay or failure in performance to the extent that such delay or failure is caused by fires, strikes, embargoes, explosion, earthquakes, floods, wars, labor disputes, government requirements, terrorist acts or activities, civil or military authorities, acts of God or by the public enemy, inability to secure raw materials or transportation facilities, acts or omissions of carriers or suppliers, or other causes beyond its reasonable control. In the event of any failure or delay caused by a Force Majeure Event, the affected Party shall give prompt written notice to the other Party stating the period of time the occurrence is expected to continue and use commercially reasonable efforts to end the failure or delay and minimize the effects of such Force Majeure Event.
- h. **Amendment and Modification; Waiver.** Company may update this Agreement from time to time by posting or otherwise making available an updated version of this Agreement and by providing notice to Customer through the Software, by email to Customer’s Technical Contact or administrator, or through Customer’s account. Any material update will become effective only when Customer clicks to accept the updated Agreement or continues to use the Software after receipt of the updated Agreement, provided that the notice may specify a later effective date following such acceptance. Customer must cease accessing and using the Software if Customer does not agree to the updated Agreement. Non-material updates, including administrative, operational, or contact changes, may become effective on the date stated in the notice. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
- i. **Headings.** The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.

- j. **Severability.** If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. On such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.
- k. **Survival.** Section 1 (Definitions), Section 2(c) (Open-Source Software), Section 4 (Restrictions), Section 5 (Ownership, Feedback), Section 6(c) (Records, Reporting), Section 6(d) (Audit), Section 7(e) (Effect of Termination), Section 8 (Customer Data), Section 9 (Third-Party Materials), Section 11 (Confidentiality), Section 12(c) (Disclaimer), Section 15 (Indemnification), Section 16 (Limitation of Liability), and Section 17 (Miscellaneous) shall survive termination of this Agreement. All liabilities that accrue prior to termination shall survive expiration or termination of this Agreement for any reason.
- l. **Governing Law.** This Agreement is governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of New York.
- m. **No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the Parties and their respective permitted successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer on any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.
- n. **Entire Agreement.** This Agreement, together with the Order Form and, to the extent Customer has purchased enhanced support services, the Software Support Services Agreement, and any other documents incorporated herein by reference, constitutes the entire agreement between the Parties with respect to its subject matter and supersedes and cancels all prior and contemporaneous agreements, representations, communications, and understandings of the Parties, written or oral, relating to such subject matter, and is not intended to confer upon any Person other than the Parties any rights or remedies. This Agreement also prevails over any conflicting or additional terms of any ordering document, acknowledgement, confirmation, or other document issued by Customer before or after acceptance of this Agreement unless such conflicting or additional terms have been introduced via an amendment accepted in accordance with this Agreement.
- o. **Electronic Acceptance.** Customer may accept this Agreement electronically, including by clicking “I Agree” or a substantially similar button or checkbox in the Order Form, or another electronic process approved by Company. Customer’s electronic acceptance, and any electronic record of such acceptance maintained by Company, will be deemed legally binding and enforceable to the same extent as a handwritten signature.

EXHIBIT A

INCLUDED DEPLOYMENT SUPPORT

Enterprise Implementation Services

- Access to Updates
- Hours of availability: Monday – Friday, 9-5 Eastern Time, Business Days
- All support requests requested through Strivus_support@bah.com
- Response Times:
 - General Support: 2 Business Days
 - Urgent Support: 4 Business Hours

Hours and Period of Performance	Purpose and Scope	Support
60 hours to be used within 90 days following Software Delivery Date	Initial deployment of Software - Configuration of ingestion (inputs) from Customer data source - Configuration to designated outputs /target sinks / downstream analytics tool	Remote via email