

Exhibit B

Licensor End User License Agreement

You are acquiring a license to one or more proprietary Bluestone Analytics, LLC (“Licensor”) Products operated by Bluestone. In addition to any terms and conditions related to your use of the Licensor Material pursuant to any agreement by and between you (“Licensee”) and Licensor [Reseller], this End User License Agreement (“EULA”) is a binding agreement between Licensee and Licensor and contains the terms and conditions (“Terms”) that govern your access to and use of the Licensor Material. [These Terms prevail over any terms and conditions in any agreement between you and Reseller.]

[Licensor is an express beneficiary of this EULA, and in acquiring access to the Licensor Material, you expressly acknowledge and agree that Licensor shall have the right to enforce this EULA against you. By accepting in writing any Reseller End User Agreement referencing this EULA, Reseller and Licensee agree that the following terms and conditions (Terms) apply to the Licensor Material you receive from Licensor, Reseller, or any party acting on their behalf.]

By accepting this EULA, either by accessing or using Licensor Material, or authorizing or permitting any Authorized User to access or use Licensor Material, you agree to be bound by this EULA as of the date of such access or use of Licensor Material.

Fulfillment of Licensee’s [End User’s] order does not constitute acceptance of any of Licensee’s [End User’s] terms and conditions and does not serve to modify or amend these Terms. Licensor’s failure to object to additional or different terms contained in any order or communication from Licensee will not constitute an acceptance of such terms. No license is granted (whether expressly, by implication, or otherwise), and this Agreement expressly excludes any right, concerning any Licensor Material Licensee [End User] did not acquire lawfully or that is not a legitimate, authorized copy of Licensor Material.

1. Definitions.

- a. **“Applicable Laws”** means all legislation, statutes, regulations, ordinances, rules, judgments, orders, decrees, rulings, and other requirements enacted, promulgated, or imposed by any governmental authority or judicial or regulatory body (including any self-regulatory body) at any level (e.g., municipal, county, provincial, state, or national) that are applicable to or enforceable against a Party or its personnel in relation to their activities under or pursuant to the Agreement.
- b. **“Authorized Users”** means employees of Licensee [End User] who have a need to access the Licensor Material on behalf of Licensee [End User] and in furtherance of the Purpose.
- c. **“Data”** means the specific data made available by (or through the use of) the Products.
- d. **“End User Agreement(s)”** means the end user agreement(s), license agreement(s), technical support agreements and/or other professional services agreements between End User and Reseller that authorizes End User’s use of Licensor Material.]
- e. **“Harmful Code”** means any software, hardware, or other technology, device, or means, including any virus, worm, malware, or other malicious computer code, the purpose or effect of which is to (a) permit unauthorized access to, or to destroy, disrupt, disable, distort, or otherwise harm or impede in any manner any (i) computer, software, firmware, hardware, system, or network; or (ii) any application or function of any of the foregoing or the security, integrity, confidentiality, or use of any data processed thereby; or (b) prevent Licensee or any Authorized User from accessing or using the Products as intended by this Agreement.
- f. **“Intellectual Property”** means, whether registered or unregistered, as such may exist in the United States and the rest of the world, all (i) inventions that are or may be patentable, discoveries, techniques, designs, algorithms, improvements, mask works, patents, patent applications, certificates of invention, and all

continuations, continuations in part, extensions, renewals, divisions, re-issues, and re-examinations relating thereto; (ii) works of authorship and copyrights, including all data, computer software (whether in object code or source code form), firmware, databases, tools, documentation, and reports; (iii) Marks; (iv) trade secrets; (v) other intellectual and industrial property of every kind; and (vi) proprietary information, confidential or otherwise.

- g. **“Intellectual Property Rights”** means on a worldwide basis any and all rights associated with Intellectual Property.
 - h. **“Licensee” or “you”** means the client, customer, or subscriber identified in the Reseller’s End User Agreement, i.e., the End User.]
 - i. **“Licensor Material”** means the Data and the Products, and all modifications, enhancements, integrations and derivative works thereto.
 - j. **“Losses”** means all reasonable attorneys’ fees, reasonable costs of investigation, discovery, litigation and settlement, and any resulting liabilities, damages, settlements, judgments and awards, including associated taxes, interest and penalties.
 - k. **“New Material”** means any of the following produced, generated, created or discovered by Licensor (alone or jointly with others) in connection with this Agreement: work product, systems, software (including source code and object code), software designs, software programs and programming, technology, documentation, tools, methods, business methods, methodologies, processes, business processes, procedures, interfaces, workflows, inventions, forms, data, data formats, data compilations, designs, models, specifications, business models, business rules, business logic, and works of authorship.
 - l. **“Products”** means the following Licensor products: Dark Blue and Dark Pursuit; support, professional and integration services made available by Licensor; the documentation with respect to the foregoing; and all modifications, enhancements, integrations and derivative works to the foregoing.
 - m. **“Purchase Order”** means the order form completed and submitted by or on behalf of Licensee, and accepted by Licensor, for Licensee’s purchase of the license for the Licensor Material granted under this Agreement.
 - n. **“Purpose”** means the purpose for which Licensee desires to access and use the Products and Data specified in the Purchase Order.
 - o. **“Reseller”** is the unrelated third party authorized to sell licenses to End Users for the use of the Licensor Materials.]
 - p. **“Reseller Agreement”** is a separate agreement between Reseller and Licensor authorizing Reseller to sell licenses to End Users for the use of the Licensor Material.]
 - q. **“Territory”** means the United States, United Kingdom, Canada, Australia and New Zealand.
2. **License Grant.** Subject to the terms herein and in the Purchase Order [End User Agreement], and to Licensee’s continuing compliance with this EULA, Licensor hereby grants, and Licensee hereby accepts from Licensor, a limited, non-exclusive, non-transferable, non-sublicensable right and license, during the Term, for Licensee to access and use the Licensor Material solely for the Purpose. Licensee may access and use Licensor Material solely from within the Territory, unless accessed by an authorized user of the US Government or a federal contractor acting on behalf of the US Government.
3. **Restrictions.** Licensee agrees not to, and Licensee agrees not to allow Authorized Users or any other entity or user to: (a) permit any third party to access or use the Data in its raw form; (b) sell, assign, transfer, pledge, rent, lease, distribute, sublicense, loan or permit a lien upon the Licensor Material or any of the rights granted by the EULA with respect to the Licensor Material to any third party; (c) attempt to, directly or indirectly, identify, re-

identify, or contact any individual from the Data; (d) except as expressly authorized herein, incorporate any Licensor Material in any products or services of Licensee or any third party; (e) attempt to copy or distribute any copies of or to create or permit the creation of any modifications, adaptations or derivative work of or a competitive alternative to the Licensor Material; (f) [unless Licensee is an authorized reseller as provided pursuant to written terms and conditions between Licensor and Licensee in the End User Agreement,] use the Licensor Material to operate the business of a third party or to process data or content provided by a third party for the operation of a third party's business, or otherwise use the Licensor Material on a third party's behalf, or to act as a service bureau or a licensor of services to any third party; (g) use the Licensor Material (i) to violate, or encourage the violation of, the legal or privacy rights of others (including Licensee's end users or customers/clients without consent), (ii) to engage in, promote or encourage illegal activity, or (iii) for any unlawful, invasive, defamatory or fraudulent purpose; (h) perform penetration testing, vulnerability testing or other security testing on the Licensor Material or Licensor's systems or networks or otherwise attempt to gain unauthorized access to the Licensor Material or Licensor's systems or networks; (i) knowingly or intentionally re-use, disseminate, copy, or otherwise use the Licensor Material in a way that infringes, misappropriates, or violates any Intellectual Property Rights of Licensor or any third party; (j) decompile, reverse engineer, disassemble or otherwise attempt to derive source code from the Products (or extract any trade secrets from the Products); (k) take any action designed or intended to (i) interfere with the proper working of the Products or (ii) circumvent, disable, or interfere with security-related features of the Products or features that prevent or restrict use, access to, or copying the Licensor Material, or that enforce limitations on use of the Licensor Material; or (l) use the Licensor Material in any manner that is inconsistent with the Agreement. Licensee acknowledges and agrees that, as between Licensee and Licensor, Licensee shall be responsible for all uses of the Licensor Materials and all acts and omissions of Authorized Users under or in connection with the Agreement as if such acts and omissions were those of Licensee. Licensee shall undertake reasonable efforts to make all Authorized Users aware of the provisions of the Agreement that are applicable to their use of the Licensor Material and shall cause them to comply with such provisions.

4. **Data and Data Delivery.** The Products will provide Data to Licensee in the Products' standard format. Licensee is responsible for creating and maintaining its own back-ups of any Data. Licensee acknowledges that Licensor does not support, represent, or guarantee the completeness, truthfulness, accuracy, reliability or other attributes of any Data. As between Licensee and Licensor, Licensee is solely responsible for (a) determining the suitability of any Data for its intended use by Licensee, (b) assuring compliance with all Applicable Laws in connection with its intended use of any Data by Licensee, and (c) as necessary for its intended use, verifying the authenticity, integrity, and accuracy of the Data prior to using it. Licensor has no obligation to preview, verify, flag, modify, filter, or remove any Data.
5. **Compliance.** Licensee shall comply with all Applicable Laws, including U.S. Department of Commerce Export Administration Regulations ("EAR") and the U.S. Department of State International Traffic in Arms Regulations ("ITAR") as they exist during the applicability of this EULA. Licensee shall not export (within the meaning of such Regulations) any Data, either directly or indirectly through affiliates, licensees, or subsidiaries. Licensee shall use its best efforts to maintain, and be strictly liable for any breach of, the security of the Licensor Material and any of its systems or software utilizing or accessing the Licensor Material and follow the best cybersecurity practices in all respects. Without limiting the generality of the foregoing, Licensee shall (a) use the highest administrative, technical, and physical measures, including taking account of the measures described in Article 32(1) of the General Data Protection Regulation 2016 /679 ("GDPR"), to maintain the security and integrity of the Licensor Material, and anything else accessed or collected through use of the SAAS capabilities provided hereunder and (b) notify Licensor of any security breach, including any personal data breach within the meaning of the GDPR, related to the Licensor Material as soon as possible but no later than twenty-four hours of Licensee's discovery of any such security incident. Licensee's and its Authorized Users' access to and use of the Licensor Material is subject to Licensee's and its Authorized Users' continuing compliance with: (i) the terms and conditions set forth in the Agreement and (ii) Applicable Laws. The Products are offered for access and use in the Territory; as between Licensor and Licensee, Licensee is solely responsible for compliance with Applicable Laws relevant to accessing or using the Licensor Material while outside the Territory.
6. **Support.**
 - a. During the Term, Licensor will provide Licensee reasonable email technical support services between 9am – 5pm US ET, Monday through Friday (excluding US federal holidays), to assist Licensee with the ingestion

and interpretation of the Data. Such support services do not include any professional or integration services provided by Licensor; any such professional or integration services must be included in a separate Professional Services Agreement and/or Statement of Work.

- b. Licensee will be provided with license keys, access credentials and/or passwords (collectively, “**Passwords**”) and may be required to create a user account (“**Account**”), as necessary for access and use of the Products by Licensee and its Authorized Users through the SAAS model. LICENSEE IS ENTIRELY RESPONSIBLE FOR MAINTAINING THE CONFIDENTIALITY OF SUCH PASSWORDS AND FOR ANY AND ALL ACTIVITIES THAT OCCUR IN ASSOCIATION WITH LICENSEE’S ACCOUNT(S), WHETHER OR NOT AUTHORIZED BY LICENSEE AND ITS AUTHORIZED USERS. Licensee agrees to notify Licensor immediately of any unauthorized use of Licensee’s Account(s) or any other breach of security and to provide properly documented evidence as requested by Licensor. Licensee may not use anyone else’s Account at any time, and Licensee may not allow anyone else to use Licensee’s Account(s) at any time. Licensee agrees that Licensor will not be liable for any loss Licensee may incur as a result of someone else using Licensee’s Passwords or Account(s), either with or without Licensee’s knowledge, and Licensee further agree that Licensee will be liable for all losses incurred by Licensor or another party due to someone else using Licensee’s Passwords or Account(s).

7. Term and Termination.

- a. This EULA shall commence on the Effective Date and, unless earlier terminated as provided herein, shall remain in effect until terminated by either Party.
- b. Either Party may terminate this EULA, by providing written notice of termination to the other Party, if the other Party commits a material breach of this EULA and fails to cure such breach within ten (10) calendar days after receipt of written notice of such breach.
- c. Upon written notice to Licensee, Licensor may terminate the Agreement and/or suspend performance of services hereunder, including access to the Licensed Material, in whole or in-part, if (i) Licensee violates any provision of this Agreement; (ii) Licensor discontinues providing the Licensor Material; or (iii) Licensor’s agreement with its third-party SAAS hosting provider (“SAAS Provider”) terminates or is terminated (or the services provided by such SAAS Provider otherwise are materially suspended or impacted, which, in turn, affects Licensor’s ability to provide the services, including access to the Licensor Material, hereunder).
- d. In the event of termination of this EULA for any reason, the License will immediately terminate and Licensee must cease all use of the Licensor Material.
- e. Any provision of this Agreement that contemplates performance or observance subsequent to termination or expiration of this Agreement will survive termination or expiration of this Agreement and continue in full force and effect. Licensor’s nonperformance of its obligations under this Agreement shall be excused if and to the extent (i) such Licensor nonperformance results from a Licensee action, omission or failure to perform Licensee’s responsibilities and (ii) Licensor provides Licensee with reasonable notice of such nonperformance.

8. Intellectual Property Rights.

- a. Licensor shall remain the sole and exclusive owner of, and shall retain all rights, title and interest in and to the Products. Licensor shall own all Intellectual Property Rights in and to the Products and New Material. All rights in and to the Products not expressly granted to Licensee in this Agreement are reserved by Licensor. Licensee will not remove, alter, or obscure any proprietary notices (including copyright notices) of Licensor. Licensee shall cease all use of the Products upon the expiration or termination of this Agreement for any reason.
- b. If Licensor receives from Licensee or any Authorized User any suggestions, ideas, improvements, modifications, feedback, error identifications, or other information related to the Licensor Material or any

other Licensor products, offerings or services (“**Feedback**”), Licensor may use, disclose and exploit such Feedback without restriction and without paying any royalties or other compensation, including to improve the Products and to develop, market, offer, sell and provide other products and services.

- c. If acquired by any agency of the United States Government, such agency acknowledges that (i) the Products are software that constitute “commercial computer software” or “commercial computer software documentation” for purposes of 48 C.F.R. § 12.212 and 48 C.F.R. § 227.7202-3, as applicable, and (ii) such agency’s rights are limited to those specifically granted to the Licensee under this Agreement.

9. **Confidential Information.**

- a. During the Term, each Party may learn, obtain or receive information from or about the other which is marked confidential, restricted, proprietary, or with a similar designation, or which a reasonable person would determine, by virtue of the nature of the information or the method under which it was disclosed or other facts and circumstances, should be treated as confidential, including information relating to the disclosing Party’s processes and operations, customers, business, marketing and its financial and other data (“**Confidential Information**”). The terms of this Agreement shall be deemed the Confidential Information of Licensor. As between Licensor and Licensee, the Products and any New Material shall be deemed the Confidential Information of Licensor. Each Party’s Confidential Information shall remain the property of that Party. Notwithstanding the foregoing, Confidential Information shall not include information that (i) is part of or becomes part of the public knowledge through no fault of the receiving Party hereunder, (ii) is previously known to the receiving Party without an obligation of confidentiality, (iii) is independently developed outside of this Agreement by the receiving Party by individuals without access to the disclosing Party’s Confidential Information or (iv) is rightfully obtained by a Party from any third party having a right to disclose such information without restriction and without breach of any confidentiality obligation by such third party.
- b. Each Party agrees to hold the Confidential Information of the other Party in strict confidence and to protect such information with the same degree of care that such Party exercises with its own Confidential Information (but in no event less than a reasonable degree of care). Each Party agrees that it will not disclose Confidential Information to any third parties (except as permitted herein) or use Confidential information for purposes outside the scope of this Agreement. Each Party may disclose Confidential Information of the other Party only to those employees, agents, consultants, contractors, and subcontractors with a need to use the information to perform such Party’s obligations under this Agreement and who are bound in writing to obligations substantially equivalent to those in this Section 9. At the end of this Agreement, or earlier if requested by the disclosing Party, the receiving Party shall promptly return or destroy all Confidential Information, provided that a Party may retain Confidential Information (i) to comply with its internal data retention or compliance policies, (ii) to comply with applicable law or regulations, or (iii) that is subject to a claim, dispute or lawsuit or in any other circumstances in which such Party reasonably believes that destruction of Confidential Information would be unethical or unlawful; if retained by a Party as provided above, the Party shall hold any such Confidential Information in accordance with the terms of this Agreement. A Party shall not be considered to have breached its obligations hereunder by disclosing Confidential Information to its attorneys, auditors, and other professional advisors in connection with services rendered by such advisors, provided that such Party has confidentiality agreements with such professional advisors or such advisors owe professional confidentiality obligations to the Party.
- c. Notwithstanding the restrictions on disclosure imposed by this Section 9, the receiving Party may disclose the Confidential Information of the disclosing Party to the extent such disclosure is required pursuant to the order of a court or administrative body of competent jurisdiction or a government agency, provided that: (i) the receiving Party restricts such disclosure to the maximum extent legally permissible; (ii) the receiving Party notifies the Party to whom the Confidential Information belongs (to the extent it may legally do so) as soon as practicable of any such requirement; and (iii) the receiving Party cooperates with the disclosing Party (at the disclosing Party’s expense) in the event the disclosing Party elects to legally contest, request confidential treatment, or otherwise avoid such disclosure.

- d. The Parties acknowledge that the damages resulting from any violation of the other's proprietary or Intellectual Property Rights or the unauthorized and/or improper use or disclosure of the Confidential Information of the other Party shall result in irreparable harm to the other Party and that damages would not be an adequate remedy. In such a circumstance, the injured Party may proceed directly to court. If a court of competent jurisdiction should find that the other Party has breached any such obligations, the other Party agrees that, without any additional findings of irreparable injury or other conditions to injunctive relief (including the posting of bond), it shall not oppose the entry of an appropriate order compelling its performance and restraining it from any further breaches.

10. **Disclaimer of Warranties.** LICENSEE HEREBY ACKNOWLEDGES AND AGREES THAT THE LICENSOR MATERIAL IS PROVIDED ON AN "AS IS" BASIS, AND LICENSEE'S ACCESS TO AND/OR USE OF THE LICENSOR MATERIAL IS AT ITS SOLE RISK. LICENSOR EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE (EVEN IF LICENSEE HAS BEEN INFORMED OF SUCH PURPOSE), ACCURACY, TITLE, NON-INFRINGEMENT, NON-INTERFERENCE AND/OR QUIET ENJOYMENT, OR WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. FURTHER, LICENSOR DOES NOT MAKE ANY WARRANTY THAT THE QUALITY OF THE LICENSOR MATERIAL PURCHASED OR OBTAINED BY LICENSEE WILL MEET ITS EXPECTATIONS. LICENSEE ASSUMES COMPLETE RESPONSIBILITY, WITHOUT ANY RECOURSE AGAINST LICENSOR, FOR USE OF THE LICENSOR MATERIAL, INCLUDING THE COMPLETENESS, ACCURACY, AND CONTENT OF SUCH LICENSOR MATERIAL. LICENSOR DOES NOT WARRANT THAT THE LICENSOR MATERIAL WILL MEET LICENSEE'S REQUIREMENTS, THAT THE LICENSOR MATERIAL WILL BE UNINTERRUPTED OR ERROR-FREE, VIRUS-FREE OR SECURE, OR THAT ERRORS WILL BE CORRECTED. NO INFORMATION OR ADVICE, WHETHER ORAL OR WRITTEN, OBTAINED BY LICENSEE FROM LICENSOR SHALL CREATE ANY REPRESENTATION OR WARRANTY NOT EXPRESSLY MADE HEREIN.

11. Indemnities.

- a. Licensee agrees to defend, indemnify and hold harmless Licensor, its affiliates, and their respective officers, directors, employees, shareholders, members, independent contractors, representatives, and agents from and against any claims and actions ("**Claims**") brought by a third party against Licensor, and from associated Losses, arising from or related to (a) any breach of this EULA or violation of law by or on behalf of Licensee; (b) use or misuse of the Licensor Material by or on behalf of Licensee, including any use of the Licensor Material other than in accordance with the Agreement; or (c) the posting, display, distribution, broadcast, or other use of Data by or on behalf of Licensee, including Claims that any such use infringes or otherwise violates the rights of any third party, including Intellectual Property Rights, privacy, publicity, or other personal or proprietary rights, or that the Data posted, displayed, distributed, broadcast, or otherwise published contains libelous, defamatory, or otherwise injurious or unlawful material.
- b. In lieu of any other indemnity or warranty against infringement by Licensor under this EULA, Licensor shall defend, or at its option settle, any third-party infringement claim arising from Licensee's use of the Licensor Material (except for any arising under section 11(a)) that is brought against Licensee and shall pay any damages finally awarded to such third party by a court of competent jurisdiction to the extent based upon such claim or that are agreed to in settlement by Licensor. Licensee shall give Licensor prompt written notice of any such claim and permit Licensor to have control of its defense or settlement. Licensor shall not settle the claim in a manner that requires Licensee to admit any liability. Licensee shall provide Licensor all reasonable information and assistance in connection with any such claim. If such a claim occurs, or if in Licensor's opinion is likely to occur, Licensor in its sole discretion may: (i) procure the right for Licensee to continue to use the Licensor Material; or (ii) modify or replace the Licensor Material or infringing portion(s) thereof; or, if neither (i) nor (ii) is available or commercially practicable, then terminate Licensee's right to use the affected portion of the Licensor Material. Licensee shall have no obligations or liability under this Indemnification provision to the extent that any claim is based upon or arises out of: (i) any modification or alteration to the applicable Licensor Material not made by or on behalf of Licensor; (ii) any combination or use of the applicable Licensor Material with equipment, software, services, products or systems not provided

by Licensor; (iii) Licensee's continued use of the allegedly infringing Licensor Material after being notified of its infringing use; (iv) Licensee's failure to use Product updates or upgrades made available by Licensor; or (v) use of the Licensor Material other than in accordance with or outside the scope of this EULA. The remedies set forth in this Indemnification provision constitute Licensee's sole and exclusive remedies, and Licensor's entire liability, with respect to infringement or violation of third-party intellectual property rights. Licensor will not indemnify Licensee for infringement caused by Licensee's actions against any third party if the Licensor Material as delivered to Licensee and used in accordance with the terms of the EULA would not otherwise infringe any third-party intellectual property rights.

12. Liability.

- a. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL LICENSOR BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND OR FOR ANY LOST PROFITS, LOST SAVINGS, LOST ASSETS, LOST EARNINGS, LOSS OF BUSINESS, LOSS OF GOODWILL, LOSS OF REPUTATION, COST OF REPLACEMENT OF GOODS OR SERVICES, LOSS OF DATA OR TECHNOLOGY, OR INTERRUPTION OR LOSS OF USE OF SERVICE IN CONNECTION WITH THIS AGREEMENT (EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES WERE FORESEEABLE) ARISING OUT OF OR RELATING TO THIS AGREEMENT AND/OR THE PROVISION OF THE LICENSOR MATERIAL, UNDER ANY THEORY OF LIABILITY (WHETHER IN CONTRACT OR TORT OR OTHERWISE, INCLUDING BREACH OF WARRANTY, NEGLIGENCE AND STRICT LIABILITY IN TORT).
- b. EXCEPT FOR DAMAGES ARISING OUT OF LIABILITY WHICH CANNOT BE LAWFULLY EXCLUDED OR LIMITED, AND EXCEPT AS EXPRESSLY PROVIDED OTHERWISE IN SECTION 14(c), IN NO EVENT WILL LICENSOR'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT AND/OR THE PROVISION OF THE LICENSOR MATERIAL (WHETHER IN TORT, CONTRACT, OR OTHERWISE, INCLUDING NEGLIGENCE, STRICT LIABILITY AND BREACH OF WARRANTY) EXCEED THE TOTAL FEES PAID TO LICENSOR UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRIOR TO THE MOST RECENT EVENT GIVING RISE TO LIABILITY HEREUNDER. THESE LIMITATIONS AND EXCLUSIONS ARE REFLECTED IN THE PRICING OF THE WORK AND THEY REPRESENT AN AGREED ALLOCATION OF RISK BETWEEN THE PARTIES AND ARE AN ESSENTIAL PART OF THIS AGREEMENT.
- c. The foregoing limitations of liability in Section 12(b) will not apply with respect to (i) breaches of confidentiality obligations pursuant to this Agreement; (ii) any claims that are the subject of indemnification under this Agreement; (iii) fees and other amounts payable to Licensor for the Licensor Material; or (iv) Licensee's misappropriation or misuse of the Licensor Material in breach of the terms of this Agreement.
- d. Neither Party shall be liable for any default or delay in the performance of its obligations under this Agreement (other than the obligation to pay amounts due hereunder): (i) if and to the extent such default or delay is caused, directly or indirectly, by fire, flood, earthquake, pandemic, elements of nature or acts of God, riots, war, terrorism, or any other similar cause beyond the reasonable control of such Party, and (ii) provided the non-performing Party is without fault in causing such default or delay.

13. **Changes to this EULA.** Licensor reserves the right, at its sole discretion, to modify or replace this EULA at any time. If a revision is material, Licensor shall provide at least thirty (30) days' notice prior to any new terms taking effect. Licensor shall have sole discretion to determine what constitutes a material change. By continuing to access or use the Licensor Material after any revisions become effective, Licensee agrees to be bound by the revised terms. If Licensee does not agree to the new terms, the License shall terminate in accordance with Section 7.

14. General.

- a. **Notices.** Any notice, request, or other communication to be given in writing under this Agreement will be deemed to have been given by either Party to the other Party (i) upon the date of receipt, if hand delivered against a signed receipt or (ii) one (1) business day after deposit for next business day delivery, with an express overnight courier with a reliable system for tracking delivery, if addressed to the other Party (to the attention of its CEO, with a copy to its Legal Representative) at the address provided in the preamble to this Agreement. Either Party may change its address by a notice given to the other Party in the manner set forth herein.
- b. **Governing Law.** This Agreement is made under and shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, U.S.A., without reference to conflict of laws principles. Any litigation arising hereunder shall take place in any state or federal court of competent jurisdiction in the Commonwealth of Virginia, and the Parties hereby waive any objection that such forum is inconvenient. The Parties agree that neither the United Nations Convention on Contracts for the International Sale of Goods nor the Uniform Computer Information Transactions Act (UCITA) will apply in any respect to the Agreement.
- c. **Assignment.** Neither Party may assign this Agreement without the other's prior written consent; provided, however, that Licensor shall have the right to assign this Agreement without Licensee's consent: in connection with any sale of all or substantially all of the assets of Licensor, to any affiliate, or to the successor in a merger or acquisition of Licensor, provided that in no event shall such assignment relieve Licensor of its obligations under this Agreement.
- d. **Authority.** Each individual executing below on behalf of an entity hereby personally represents and warrants to the other Party that such individual is duly authorized to execute, and to deliver, this Agreement on behalf of that entity and that such execution and delivery makes this Agreement a valid and binding obligation of the entity for all purposes.
- e. **Severability.** If any provision of this Agreement conflicts with the law under which this Agreement is to be construed or if any such provision is held invalid, illegal, or otherwise unenforceable by a competent authority, such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the Parties in accordance with Applicable Law. The remainder of this Agreement shall remain in full force and effect.
- f. **Waiver.** Failure or delay by either Party to exercise any right or power under this Agreement or to enforce compliance with any term or condition of this Agreement shall not constitute a waiver of such term or condition. A waiver of a breach of any provision to this Agreement will not constitute a waiver of any other breach.
- g. **Cumulative Remedies.** The remedies set forth in this Agreement are cumulative and are in addition to any other remedies allowed at law or in equity. Resort to one form of remedy shall not constitute a waiver of alternate remedies.
- h. **Interpretation.** Article and section headings used in this Agreement are for reference and convenience only and shall not enter into the interpretation of this Agreement. The word "including" (and its derivative forms such as "include" and "includes"), whether or not capitalized, means "including without limitation".
- i. **Third Party Beneficiaries.** Except as provided in Section 12 (Indemnities), this Agreement is entered into solely between, and may be enforced only by, Licensor and Licensee, and this Agreement shall not be deemed to create any rights in third parties, including suppliers and customers of a Party, or to create any obligations of a Party to any such third parties.
- j. **Counterparts.** This Agreement, and any modifications or amendments thereto, may be executed in several counterparts and by scanned, digital or .pdf signature, each of which shall be deemed an original, but all of which taken together shall constitute but one and the same agreement between the Parties with the same effect as if all the signatures were upon the same instrument. A scanned, digital or .pdf signature shall be as legally effective as an original signature.

- k. **Relationship of Parties.** The relationship of the Parties is that of independent contractors. No contract of agency and no joint venture is intended to be created hereby.
- l. **Entire Agreement and Amendment.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement and supersede any and all oral or written agreements or understandings between the Parties as to the subject matter of this Agreement. This Agreement shall control over any conflicting provisions of any purchase order or other business form, and such conflicting provisions are expressly rejected. This Agreement may be amended or changed only by a writing signed by authorized representatives of both Parties.
- m. **Good Faith.** Each Party, in its respective dealings with the other Party under or in connection with this Agreement, shall act in good faith and with fair dealing.