SUBSCRIPTION AND USE
AGREEMENT

This Subscription and Use Agreement (**"Agreement"**), including all attachments thereto, is entered into and effective as of the date set forth in the Purchase Order, Statement of Work, or similar document (**"Effective Date"**) by and between Poplicus Incorporated (a Delaware Corporation), dba Govini, with offices located at 1735 North Lynn Street, Suite 600, Arlington, VA 22209 (**"Govini"**) and the eligible Ordering Activity identified in the Purchase Order, Statement of Work, or similar document (**"Customer"**) (together, the **"Parties"**). For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Definitions.

"Authorized Users" means individuals, including but not limited to Customer employees, consultants, and contractors identified in the Contract. Authorized Users shall only be authorized for the specific service or product (Platform Subscription, Data Subscription, Integrated Application Subscription) identified in the Contract.

"Contract" means the contract or subcontract, including any order issued under such contract or subcontract, that documents Customer purchases from Govini that are subject to the terms of this Agreement.

"Customer Content" means data uploaded by Customer to, or provided by Customer for, the Govini Platform.

"Data Content" means any data collected and processed by Govini to which Govini provides access to Authorized Users, including Govini Content and Customer Content.

"Data Service" means the access to the Data Content through the use of the Govini Platform, Govini API, and/or Govini Bulk File Download.

"Data Subscription" means a subscription to the Data Service as described and subject to the terms in the Data Subscription portion (Section A) of the Service Offering Description.

"Downloaded Dataset" means the specific datasets ordered under the Contract as part of the Data Subscription portion (Section A) of the Service Offering Description.

"Govini Report" means a downloadable report output from the Govini Platform in electronic (e.g., .pdf, .png) format. Govini Report shall not include raw Data Content.

"Govini API" means an application programming interface provided by Govini for purposes of providing access to the Data Content.

"Govini Bulk File Download" means a mechanism by which Govini provides Data Content to Authorized Users in a downloadable file format.

"Govini Content" means the text, graphics, data, benchmarks, analytics, business metrics, indicators, data analysis tools, and other information and content that Govini may make available to Customer through the use of the Govini Platform, Govini API, Govini Bulk File Download, Govini Training Materials, and/or Govini Report.

"Govini Platform" means the online, Web-based application provided by Govini via www.Govini.com, www.Ark.ai, and/or other designated websites, mobile sites, mobile applications, widgets, and other Internet points of presence.

"Govini Service" means the Platform Subscription, Data Subscription, Integration Application Subscription, User Certification Workforce Training Program, and/or Govini Report, as applicable based on Contract selections.

"Govini Training Materials" means the documentation provided to Customer as part of the User Certification Workforce Training Program.

"Integrated Applications" mean those applications that are integrated into the Govini Platform for access and use by Customer and are described in the Integrated Application Subscription portion (Section C) of the Service Offering Description.

"Integrated Application Subscription" means a subscription to the Integrated Applications.

"Internal Business Purposes" mean purposes which are completely internal to the Customer's organization and in support of performance of the Contract, except that when the Customer is an agency or department of the U.S. Government or a U.S. Government employee, "Internal Business Purposes" means any purpose which are completely internal to any agency or department of the U.S. Government.

"Malicious Code" means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

"Platform Subscription" means a subscription to the Govini Platform.

"Service Offering Description" means the description of service offerings at Attachment 1 of this Agreement which may be ordered by the Customer pursuant to the terms of the Contract. The Contract specifies which of the offerings contained in the Service Offering Description are being purchased by Customer.

"Subscription Term" means the period beginning on the first day of the period of performance set forth in the Contract and continuing for 12 months.

"User Certification Workforce Training Program" means the training program(s) specified in Section D of the Service Offering Description.

2. Service and License.

2.1. Provision of Service. Govini shall provide Customer a subscription to the applicable service described in the Service Offering Description and ordered in the Contract pursuant to this Agreement. Unless otherwise stated in the Contract or agreed to in writing, Customer agrees that its subscription is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written public comments made by Govini with respect to future functionality or features.

2.2. Additional Users. User subscriptions and/or licenses are for designated Authorized Users and cannot be shared or used by more than one named Authorized User. If Customer desires to add additional Authorized Users, unless otherwise specified in the Contract, (i) the Subscription Term shall remain unchanged; and (ii) pricing for the additional Authorized User subscriptions shall be as specified in the Contract, or, if not specified in the Contract, shall be the same as that for the pre-existing one-year subscriptions.

2.3. Third-Party Users. Customer shall notify Govini if any potential Authorized User is not an employee of Customer and shall provide Govini with the name and employer of that potential Authorized User. No individual who is not a Customer employee shall be granted an Authorized User account unless and until that individual's employer executes a Non-Disclosure Agreement in a form acceptable to both Parties.

2.4. Platform Subscription.

  (a) Subject to the execution of this Agreement by both parties in writing, and if Customer orders a Platform Subscription through the Contract, subject to the terms and conditions of this Agreement, Customer's Authorized Users for the Platform Subscription may access and use the Govini Content and otherwise use the

features and functionality of the Govini Platform solely as set forth in the applicable subscription selected in the Contract. Customer and Authorized Users shall: (i) not license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Govini Service available to any third party, other than to Authorized Users or as otherwise contemplated by this Agreement; (ii) not send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (iii) not send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material that is harmful to children or violates third party privacy rights; (iv) not send or store Malicious Code; (v) not interfere with or disrupt the integrity or performance of the Govini Platform or the data contained therein; (vi) not attempt to gain unauthorized access to the Govini Platform or its related systems or networks; or (vii) restrict the access and use of the Govini Platform to the scope specified in the Contract.

(b)   Subject to the execution of this Agreement by both parties in writing, and if Customer orders a Platform Subscription through the Contract, subject to the terms and conditions of this Agreement, Govini will permit Customer's Authorized Users of the Platform Subscription to upload, access, and use Customer Content and select whether such Customer Content shall be viewable to Authorized Users of the Platform only, shared with other Authorized Users of the Govini Platform, or available for all users of the Govini Platform. Customer grants Govini a non-exclusive, irrevocable, royalty-free license to use and disclose Customer Content in connection with the Govini Platform and Govini Service, except that Customer Content may only be accessed and used (including by incorporation into a Govini Report) by other users of the Govini Platform if authorized by Customer.

2.5.   Data Subscription.

(a)   Subject to the execution of this Agreement by both parties in writing, and if Customer orders the Data Subscription through the Contract, subject to the terms and conditions of this Agreement, Customer's Authorized Users for the Data Subscription may access and use the Data Content and otherwise use the features and functionality of the Data Subscription solely as set forth in the Contract. Customer and Authorized Users shall: (i) not license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Govini Service available to any third party, other than to Authorized Users or as otherwise contemplated by this Agreement; (ii) not send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (iii) not send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material that is harmful to children or violates third party privacy rights; (iv) not send or store Malicious Code; (v) not interfere with or disrupt the integrity or performance of the Data Subscription or the data contained therein; (vi) not attempt to gain unauthorized access to the Data Subscription or its related systems or networks; or (vii) restrict the access and use of the Data Subscription to the scope specified in the Contract.

(b)   Subject to the execution of this Agreement by both parties in writing, and if Customer orders the Data Subscription on the through the Contract, Govini hereby grants to Authorized Users of the Data Subscription access to the Data Subscription through Govini APIs and/or Govini Bulk File Download pursuant to the terms of the Contract. Govini grants Customer a non-exclusive, non-transferable license, only during the Subscription Term, to use the Govini APIs and/or Govini Bulk File Download, as applicable, to access and use the Data Subscription in compliance with the terms of this Agreement and for no other purpose. Govini grants Customer a non-exclusive, non-transferable license, only during the Subscription Term, to use the Downloaded Dataset and to create derivative works of the Downloaded Dataset, solely for the Customer's Internal Business Purposes. Govini shall at all times maintain ownership of the Downloaded Dataset.

2.6.   Integrated Application Subscription.

(a)   Subject to the execution of this Agreement by both parties in writing, and if Customer orders the Integrated Application Subscription through the Contract, subject to the terms and conditions of this Agreement, Customer's Authorized Users for the Integrated Application Subscription may access, integrate, use, and display the Integrated Applications solely for Customer's Internal Business Purposes as contemplated by this Agreement and shall: (i) not license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Integrated Applications available to any third party, other

than to Authorized Users or as otherwise contemplated by this Agreement; (ii) not send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (iii) not send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material that is harmful to children or violates third party privacy rights; (iv) not send or store Malicious Code; (v) not interfere with or disrupt the integrity or performance of the Integrated Applications; (vi) not attempt to gain unauthorized access to the Integrated Applications; or (vii) restrict the access and use of the Integrated Applications to the scope specified in the Contract.

(b)   Subject to the execution of this Agreement by both parties in writing, and if Customer orders the Integrated Applications Subscription through the Contract, Govini hereby grants to Authorized Users of the Integrated Applications Subscription access to the Integrated Applications through Govini APIs pursuant to the terms of the Contract. Govini grants Customer a non-exclusive, non- transferable license, only during the Subscription Term, to use the Govini APIs and/or Govini Bulk File Download, as applicable, to access and use the Integrated Applications Subscription in compliance with the terms of this Agreement and for no other purpose. Govini grants Customer a non-exclusive, non-transferable license, only during the Subscription Term, to use the Downloaded Dataset and to create derivative works of the Downloaded Dataset, solely for the Customer's Internal Business Purposes. Govini shall at all times maintain ownership of the Downloaded Dataset.

2.7.   User Certification Workforce Training Program. Subject to the execution of this Agreement by both parties in writing, and if the User Certification Workforce Training Program is ordered by Customer through the Contract, Govini hereby grants the Customer a non-exclusive, non-transferable license to use any documentation or other materials provided or displayed as part of that training (the "Training Materials") solely for Customer's Internal Business Purposes and subject to any restrictions set forth in this Agreement. Customer is prohibited from disclosing the Training Materials to third parties.

2.8.   Govini Report. Subject to the execution of this Agreement by both parties in writing, and if the Govini Report is ordered by Customer through the Contract, Govini hereby grants Customer a non-exclusive, non-transferable license to (i) use the Govini Report solely for Customer's Internal Business Purposes and subject to any restrictions set forth in this Agreement, and (ii) for U.S. government Customers and Authorized Users who are U.S. government employees, to disclose the Govini Report to U.S. government employees. Customer should make commercially reasonably efforts to ensure that any language on the Govini Report that identifies Govini as the creator of the Govini Report is retained or included on further disclosures of the Govini Report.

2.9.   Data Destruction.

(a)   Unless expressly authorized by Govini, upon expiration of the Subscription Term, Customer shall cease use of the Data Service, Data Content, Data Subscription, Govini Platform, Govini API, Govini Bulk File Download, or Downloaded Dataset, as applicable, and within 15 days following expiration of the Subscription Term, shall destroy all of the Data Content and/or Downloaded Dataset received from Govini under this Agreement, including but not limited to (a) Data Content, or any portion of the Downloaded Dataset, incorporated in any derivative works and (b) Data Content, or any portion of the Downloaded Dataset, that may have been accessed or used by any Authorized User. The preceding sentence shall survive termination of this Agreement. This paragraph 2.9(a) does not apply to any Govini Report that is delivered pursuant to a Contract.

(b)   Unless expressly authorized by Customer and except as required by applicable law or court order, within 15 days following expiration of the Subscription Term, Govini will remove all Customer Content from the Govini Platform and destroy it or return it to the Customer.

3.   Responsibilities and Prohibited Uses.

3.1.   Govini Responsibilities. Govini shall: (i) use commercially reasonable efforts to maintain the security and integrity of the Govini Service; (ii) provide commercially reasonable support to Customer and its Authorized Users, including commercially reasonable support for platform updates and data management, at no additional charge; and (iii) use commercially reasonable efforts to make the Govini Service available 24 hours a day, 7 days a

week, except for: (a) planned downtime (of which Govini shall give at least 8 hours' notice which Govini shall schedule to the extent reasonably practicable during the weekend hours from 6:00 p.m. EST/EDT Friday to 3:00 a.m. EST/EDT Monday); or (b) reserved. Excusable delays shall be governed by FAR 52.212-4(f).

3.2.   Customer Responsibilities. Customer is responsible for all activities that occur in Authorized User accounts and for Authorized Users' compliance with this Agreement. Customer shall: (i) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data; (ii) use commercially reasonable efforts to prevent unauthorized access to, or use of, the Govini Service, and notify Govini promptly of any such unauthorized access or use; and (iii) comply with all applicable local, state, federal and foreign laws in using the Service.

3.3.   Prohibited Uses. In addition to other restrictions set forth in this Agreement, Customer and any Authorized User shall not:

(a)   make copies of any Confidential Information (as defined in Paragraph 6.1 below) of Govini (hereinafter "Govini Confidential Information") or distribute Govini Confidential Information to any third party, except where Govini specifically authorizes the reproduction and use of Govini Confidential Information. Govini 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;

(b)   use any robot, spider, data scraping, crawler or extraction tool or similar mechanism with respect to the Service, including to retrieve or copy Govini Confidential Information or any other materials from the Service;

(c)   reproduce or distribute any Govini Confidential Information except as expressly permitted in writing;

(d)   "frame," distribute, resell, or permit access to the Govini Service by any third party;

(e)   use the Govini Service other than in accordance with the instructions or documentation Govini provides and in compliance with applicable laws;

(f)   interfere with the Govini Service or disrupt any other authorized user's access to the Govini Service;

(g)   reverse engineer, attempt to gain unauthorized access to the Govini Service, or attempt to discover the underlying source code, data sources, unpublished data schemas, primary keys or structure of the Govini Service;

(h)   submit to the Govini Service or include in any Customer Content any routine, device or other undisclosed feature or Malicious Code, including a so-called time bomb, virus, worm, Trojan horse, trapdoor or back door, that is designed to delete, disable, deactivate, interfere with or otherwise harm any software, program, data, device, system or service, or which is intended to allow unauthorized access or produce unauthorized modifications;

(i)   distribute, or permit any third party to use, Govini APIs, or software except as may be expressly permitted by this Agreement or Govini;

(j)   create any derivative works of the Govini Service or Data Content except as may be expressly permitted by this Agreement or Govini;

(k)   import or otherwise upload Data Content into any platform provided by any person or entity other than Govini, except as expressly authorized in the Contract;

(l)   access or use the Govini Service except as expressly authorized in the Contract; or

(m)   include in Customer Content any information or data that (i) infringes upon the intellectual property rights of a third party for which Customer or Authorized User do not have authorization from the owner of such

intellectual property to include in Customer Content, (ii) violates federal, state, or local law, (iii) includes classified information, (ii) is subject to export restrictions, including the International Traffic and Arms Regulations, (iv) or includes any other information subject to governmental restrictions, such as controlled unclassified information, controlled defense information, or information labeled as "for official use only."

3.4.   Limitations. Subject to the terms and conditions of this Agreement, Customer shall: (i) not license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make the Govini Service or Downloaded Dataset available to any person or entity not expressly identified in the Contract; (ii) restrict the access and use of the Govini Service and Downloaded Dataset to the scope specified in the Contract; (iii) not interfere with or disrupt the integrity or performance of the Govini Service or the data contained therein; or (vi) not attempt to gain unauthorized access to the Govini Service or its related systems or networks. Customer and its Authorized Users shall have no right or license to the Govini Service or Downloaded Dataset except as expressly granted in this Agreement.

3.5.   Third-Party Providers. Certain third-party providers may offer products and services related to the Govini Service, including implementation, customization and other consulting services related to customers' use of the Service and applications (both offline and online) that work in conjunction with the Govini Service, such as by offering additional functionality within the user interface of the Govini Service. Govini does not warrant any such third-party providers or any of their products or services, whether or not such products or services are designated by Govini as "certified," "validated" or otherwise. Any exchange of data or other interaction between Customer and a third-party provider, and any purchase by Customer of any product or service offered by such third-party provider, is solely between Customer and such third-party provider. In addition, from time to time, certain additional functionality (not defined as part of the Govini Service) may be offered by Govini to Customer, for an additional fee, on a pass-through or OEM basis pursuant to terms specified by the licensor and agreed to by Customer in connection with a separate purchase by Customer of such additional functionality. Customer's use of any such additional functionality shall be governed by such terms, which shall prevail in the event of any inconsistency with the terms of this Agreement. Nothing herein shall bind the Customer to any third party terms unless the terms are provided for review and agreed to in writing by all parties. No purchase of such third-party products or services is required to use the Govini Service.

3.6.   Publicity. Customer agrees that Govini may identify Customer using its name as a customer on Govini's website or other public communications, except that if Customer is the U.S. Government, Govini may only identify Customer in this manner with the prior written consent of the contracting officer.

3.7.   Links to Third Party Sites. The Govini Service, Data Content, and Downloaded Dataset may contain links to Web sites maintained by others. These links are provided solely as a convenience, and not because Govini endorses the content or has an opinion about the content on such sites. If Customer accesses any of these Web sites, Customer does so at its own risk.

4.   Fees & Payment.

4.1.   User Fees. Customer shall pay all fees specified in the Contract. Except as otherwise provided, all fees are quoted and payable in United States dollars. Except as otherwise specified herein or in the Contract, fees are based on services purchased and not actual usage and the number of subscriptions purchased cannot be decreased during the relevant Subscription Term stated in the Contract. Except as otherwise specified in Contract, fees for Govini Service and/or Downloaded Dataset will be charged for a 12-month period in full.

4.2.   Invoicing & Payment. Except as otherwise specified in the Contract, fees under this Agreement will be invoiced after delivery of the service, data, or other subscription, which will be deemed to have occurred when Govini has provided Customer with a "Service Activation Letter." Unless otherwise stated in the Contract, invoices shall be paid net 30 days from the invoice date. Customer is responsible for maintaining complete and accurate billing and contact information.

4.3.   Overdue Payments. Unless Customer is the U.S. Government, any payment not received from Customer by the due date may accrue (except with respect to charges then under reasonable and good faith dispute), at Govini's discretion, late charges at the rate of 1.5% of the outstanding balance per month, or the maximum rate

permitted by law, whichever is lower, from the date such payment was due until the date paid.

4.4.   Suspension of Govini Service. Unless Customer is the U.S. Government, if Customer's account is 30 days or more overdue (except with respect to charges then under reasonable and good faith dispute), in addition to any of its other rights or remedies, Govini reserves the right to suspend the Govini Service provided to Customer, without liability to Customer, until such amounts are paid in full.

4.5.   Taxes. Unless otherwise stated, Govini's fees do not include any direct or indirect local, state, federal or foreign taxes, levies, duties or similar governmental assessments of any nature, including value-added, use or withholding taxes (collectively, "Taxes"). Govini shall state separately on invoices taxes excluded from the fees, and the [Customer] agrees either to pay the amount of the taxes (based on the current value of the equipment) or provide evidence necessary to sustain an exemption, in accordance with FAR 52.229-1 and FAR 52.229-3.. If Govini has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, the appropriate amount shall be invoiced to and paid by Customer, unless Customer provides Govini with a valid tax exemption certificate authorized by the appropriate taxing authority.

5.   Proprietary Rights.

5.1.   Reservation of Rights. Subject to the limited rights expressly granted hereunder, Govini reserves all rights, title and interest in and to the Govini Service and the technology, Data Content, primary keys, and software Govini uses to provide the Govini Service (including any Govini APIs), and Downloaded Dataset, Training Materials, and Govini Report, including all related intellectual property rights. Use or reproduction not authorized in this Agreement is prohibited. Customer shall preserve all copyright, trademark, and other proprietary rights notice on the Data Content or other content provided by Govini. No rights are granted to Customer hereunder other than as expressly set forth herein.

5.2.   Restrictions. Customer and Authorized Users shall not: (i) modify the Govini Service; (ii) frame or mirror any content forming part of the Govini Service, other than on Customer's own intranets or otherwise for its own Internal Business Purposes; (iii) reverse engineer the Govini Service; or (iv) access the Govini Service in order to (A) build a competitive product or service, or (B) copy any ideas, features, primary keys, functions or graphics of the Govini Service.

5.3.   Feedback. Govini shall have a royalty-free, worldwide, transferable, sublicenseable, irrevocable, perpetual license to use or incorporate into the Govini Service any suggestions, enhancement requests, recommendations or other feedback provided by Customer or the Authorized Users relating to the operation of the Govini Service (the "Feedback"). Incorporation of any such Feedback into the Govini Service shall not result in any greater rights to Customer than what is already granted to Customer under this Agreement.

6.   Confidentiality.

6.1.   Definition of Confidential Information. As used herein, "Confidential Information" means all confidential and proprietary information of a party ("Disclosing Party") disclosed to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including the Govini Service and specific features thereof, financial or business information, business and marketing plans, technology and technical information, product designs, business processes, documentation provided by Govini to Customer in connection with the Govini Service including any pricing for products or services, Data Content, and the Govini API. When the end user is the Federal Government, neither this Agreement nor the pricing terms are confidential information notwithstanding any such markings. Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; or
(iv) is received from a third party without breach of any obligation owed to the Disclosing Party.

6.2.   Confidentiality. Unless prohibited by applicable federal law or regulation, the Receiving Party shall not

disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, except as may be expressly permitted in this Agreement or with the Disclosing Party's prior written permission.

6.3.   Protection. Each party agrees to protect the confidentiality of the Confidential Information of the other party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind (but in no event using less than reasonable care).

6.4.   Compelled Disclosure. If the Receiving Party is compelled by law to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

6.5.   Remedies. Reserved.

6.6.   Freedom of Information Act. If the Customer is the U.S. Government, Customer's obligations under this Section 6 shall be subject to the Freedom of Information Act unless otherwise exempted by statute.

6.7.   Privacy. Customer's use of the Govini Service is governed by Govini's Privacy Policy. Govini's Privacy Policy describes its practices regarding collection, use and disclosure of information Govini obtains about Customer and its employees in connection with the Service. However, Govini's Privacy Policy does not apply to personal information that Customer may submit as part of Customer Content. If Customer is the U.S. Government, the Privacy Policy applicable to this Agreement is set forth in Attachment 2.

7.   Warranties & Disclaimers.

7.1.   Warranties.

(a)   Each party represents and warrants that it has the legal power to enter into this Agreement.

(b)   Govini represents and warrants that: (i) it will provide the Govini Service in a manner consistent with general industry standards reasonably applicable to the provision thereof; (ii) the functionality of the Govini Service will not be materially decreased during a Subscription Term; (iii) the Govini Service will not contain or transmit to Customer any Malicious Code; (iv) it owns or otherwise has sufficient rights in the Govini Service to grant to Customer the rights to use the Govini Service granted herein; and (v) the Service does not infringe any intellectual property rights of any third party. If the Customer is the U.S. Government, FAR 52.212-4(o) shall apply.

7.2.   Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, GOVINI MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

8.   Indemnification. Subject to this Agreement, Customer shall defend, indemnify and hold Govini harmless against any loss, damage or costs (including reasonable attorneys' fees) incurred in connection with claims made or brought against Govini by a third party alleging that Customer's use of the Govini Service, Data Content, Downloaded Dataset, Customer Content, Training Materials, or Govini Report is in violation of this Agreement, infringes the intellectual property rights of, or has otherwise harmed, a third party; provided, that Govini (a) promptly gives written notice of such claim to Customer; (b) gives Customer sole control of the defense and settlement of the claim (provided that Customer may not settle or defend any claim unless it unconditionally releases Govini of all liability); and (c) provides to Customer, at Customer's cost, all reasonable assistance. If Customer is the U.S. Government, this Section 8 shall not apply.

9. Limitation of Liability.

9.1.   Limitation of Liability. IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE AMOUNT PAID OR PAYABLE BY CUSTOMER TO GOVINI FOR SOFTWARE, DOCUMENTATION OR SERVICES PURSUANT TO THE PURCHASE ORDER(S) GIVING RISE TO THE CLAIM. 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. THIS CLAUSE SHALL ALSO NOT IMPAIR NOR PREJUDICE GOVINI'S RIGHT TO SEEK REMEDIES AGAINST THE U.S. GOVERNMENT PURSUANT TO 28 U.S.C. 1498.

9.2.   Exclusion of Consequential and Related Damages. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10. Term and Termination.

10.1.   Term of Agreement. This Agreement commences on the Effective Date and continues until all subscriptions granted in accordance with this Agreement have expired or been terminated.

10.2.   Termination for Cause. Customer may terminate this Agreement for cause: (i) upon 30 days written notice of a material breach to the other party if such breach remains uncured at the expiration of such period; or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. Upon any termination for cause by Customer, Govini shall refund Customer any prepaid fees covering the remainder of the Subscription Term after the date of termination. 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, Govini 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.

10.3.   Outstanding Fees. Termination shall not relieve Customer of the obligation to pay any fees accrued or payable to Govini prior to the effective date of termination.

10.4.   Surviving Provisions. The following provisions shall survive any termination or expiration of this Agreement: Sections 3.3, and 4 through 11.

11. General Provisions.

11.1.   Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

11.2.   No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

11.3.   Notices. All notices under this Agreement shall be in writing and shall be deemed to have been given upon: (i) personal delivery; (ii) the second business day after mailing; (iii) the second business day after sending by confirmed facsimile; or (iv) the second business day after sending by email. Notices to Govini shall be addressed to the attention of its General Counsel, with a copy to its Chief Financial Officer. Notices to Customer shall be addressed to Customer's signatory of this Agreement unless otherwise designated below.

11.4.   Waiver and Cumulative Remedies. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

11.5.   Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

11.6.   Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld) and in accordance with FAR 42.1204. Any attempt by a party to assign its rights or obligations under this Agreement in breach of this section shall be void and of no effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

11.7.   Governing Law. Unless Customer is the U.S. Government, this Agreement shall be governed exclusively by the internal laws of the Commonwealth of Virginia, without regard to its conflicts of laws rules. If Customer is the U.S. Government, this Agreement shall be governed exclusively by federal law.

11.8.   Venue; Waiver of Jury Trial. The state and federal courts located in Arlington County, Virginia shall have exclusive jurisdiction to adjudicate any dispute arising out of or relating to this Agreement. Each party hereby consents to the exclusive jurisdiction of such courts. Each party also hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement. Notwithstanding the above, if Customer is the U.S. Government, all disputes shall be resolved in accordance with the relevant disputes provision of the underlying government contract.

11.9.   Entire Agreement. This Agreement, including all attachments and addenda hereto, Purchase Order(s), and the Contract, constitutes the entire agreement between the parties, and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by both parties. To the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any exhibit or addendum hereto or the Contract, the terms of such exhibit, addendum or the Contract shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in any other Customer order documentation (excluding the Contract and applicable orders thereunder) shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.

11.10.   Counterparts. This Agreement may be executed by facsimile and in counterparts, which taken together shall form one legal instrument.

This Agreement is signed by duly authorized representatives of the parties.

<u>**Govini**</u>   <u>**Customer**</u>

Date: _____   **Date:** _____

Name: _____   **Name:** _____

Title: _____   **Title:** _____

Signature: _____   **Signature:** _____

ATTACHMENT 1

SUBSCRIPTION OFFERING DESCRIPTION

This Subscription Offering Description, which is hereby attached to and incorporated within the Agreement, provides further terms and conditions applicable to service offerings of Govini. Customer may order one or more of these services through the Contract. ***Govini has no obligation to provide any of these services unless ordered by the Customer through the Contract***.

Capitalized terms within this Subscription Offering Description shall have the same meaning as in the Agreement.

A. **Platform Subscription**

Customer will receive the access to the Govini Platform as identified in the Contract and subject to terms of the Agreement and the Contract.

Govini offers three types of Platform Subscriptions:

1. Pilot / Executive Subscription: Subject to the execution of this Agreement by both parties in writing, and if ordered by Customer through the Contract, Govini hereby grants to Authorized Users of the Pilot / Executive Subscription, as expressly identified in the Contract, the non-exclusive license to access, integrate, use, and display the Data Service, download Data Content, and to create and use derivative works containing Data Content, during the Subscription Term, solely for Customer's Internal Business Purposes and subject to any restrictions set forth in the Agreement, including those listed in this Attachment 1. Authorized Users of the Pilot / Executive Subscription may access and use the Platform by logging into the Platform via a Software-as-a-Service web interface or via an Application Programming Interface (API).

2. Base Subscription: Subject to the execution of this Agreement by both parties in writing, and if ordered by Customer through the Contract, Govini hereby grants to Authorized Users of the Base Subscription, as expressly identified in the Contract, the non-exclusive license to access, integrate, use, and display the Data Service, download Data Content, use derivative works containing Data Content or Customer Content, upload Customer Content as necessary to support the execution of Ark application workflows by Team Subscription license holders, and review Ark application workflow outputs, during the Subscription Term, solely for Customer's Internal Business Purposes and subject to any restrictions set forth in the Agreement, including those listed in this Attachment 1. Authorized Users of the Base Subscription may access and use the Platform by logging into the Platform via a Software-as-a-Service web interface or via an Application Programming Interface (API). Base Subscriptions are only available if Customer also Purchases a Team Subscription. No more than four (4) Base Subscriptions can be purchased for each one (1) Team Subscription purchased. Applicability of Team Subscription purchases is at the sole discretion of Govini. Access to any data, features, or functionalities within the Govini platform that have been configured to meet a customer specific need as a part of a Team Subscription and made available to Base Subscription users, will expire in the event that all associated Team Subscriptions expire. Govini reserves the right to define and identify "associated Team Subscriptions" at the time of Subscription purchase.

3. Team Subscription: Subject to the execution of this Agreement by both parties in writing, and if ordered by Customer through the Contract, Govini hereby grants to Authorized Users of the Team Subscription, as expressly identified in the Contract, the non-exclusive license to access, integrate, use, and display the Data Service, download Data Content, upload Customer Content, create and use derivative works containing Data Content or Customer Content, execute Ark application workflows, and review Ark application workflow outputs, during the Subscription Term, solely for Customer's Internal Business

Purposes and subject to any restrictions set forth in the Agreement, including those listed in this Attachment 1. Authorized Users of the Team Subscription may access and use the Platform by logging into the Platform via a Software-as-a-Service web interface or via an Application Programming Interface (API).

Authorized Users of the Platform Subscription that are expressly identified in the Contract may use the specific platform(s) or system(s) identified in the Contract, subject to Section 2.3 of the Agreement and any additional limitations set forth in the Contract.

Any access, integration, use, or display of the Data Service, including Data Content and any derivative works containing Data Content, within any platform or system not identified in and authorized for use by the Contract is expressly prohibited.

B. **Data Subscription**

Customer will receive access to the Data Content inclusive of the dataset(s) as identified in the Contract ("Downloaded Dataset") subject to terms of the Agreement and the Contract.

Data Subscription: Subject to the execution of this Agreement by both parties in writing, and if ordered by Customer through the Contract, Govini hereby grants, via application programming interface (API) or via direct bulk file download, to Authorized Users of the Data Subscription, as expressly identified in the Contract, the non-exclusive license to download Data Content, and to create and use derivative works containing Data Content, during the Subscription Term, solely for Customer's Internal Business Purposes and subject to any restrictions set forth in this Agreement, including those listed in Attachment 1. Upon expiration of the Subscription Term, Authorized Users of the Data Subscription will revert to limited API functionality.

The Data Subscription granted herein shall only be utilized by Authorized Users of the Data Subscription within the specific platform(s) or system(s) specified in the Contract and only for the internal business use of Customer.

Any access, integration, use, or display of the Data Service, including Data Content and any derivative works containing Data content, within any platform or system not identified in and authorized for use by the Contract is expressly prohibited.

C. **Integrated Application Subscription**

Customer will receive access to the Integrated Applications identified in the Contract ("Integrated Applications"), subject to terms of the Agreement and the Contract.

Integrated Application Subscription: Subject to the execution of this Agreement by both parties in writing, and if ordered by Customer through the Contract, Govini hereby grants to Authorized Users of the Integrated Application Subscription, as expressly identified in the Contract, the non-exclusive license to access, integrate, use, and display the Integrated Applications, during the Subscription Term, solely for Customer's Internal Business Purposes and subject to any restrictions set forth in this Agreement and the Contract.

The subscription granted herein shall only be utilized by Authorized Users within the specific platform(s) or system(s) specified in the Contract and only for the internal business use of Customer.

Any access, integration, use, or display of the Integrated Applications within any platform or system not identified in and authorized for use by the Contract is expressly prohibited.

D. **User Certification Workforce Training Program**

Customer will receive access to the User Certification Workforce Training Program as outlined in the Contract ("Certification Program") subject to terms of the Agreement and the Contract.

User Certification Workforce Training Program: Subject to the execution of this Agreement by both parties in writing, and if ordered by Customer through the Contract, Govini hereby agrees to schedule, coordinate, and lead a classroom-based, facilitated training curriculum for Certification Program(s) for up to the Quantity of Users to be Trained.

E. **Govini Report**

Customer will receive the Govini Report as identified in the Contract, subject to terms of the Agreement and the Contract.

Govini Report: Subject to the execution of this Agreement by both parties in writing, and if ordered by Customer through the Contract, Govini will create a custom Govini Report based on the Govini Platform and deliver the Govini Report by the date(s) specified in the Contract.

ATTACHMENT 2

PRIVACY POLICY

This Privacy Policy describes our privacy practices with respect to personal information and content that we receive about you when you use our Web site, mobile sites, mobile applications and other internet points of presence that we host or control (collectively, our "Site"). If you have any questions about our privacy practices, please contact us any time at support@ark.ai.

1. SCOPE OF POLICY; ELIGIBILITY

Scope. This Privacy Policy describes our practices with respect to the collection, use and sharing of personal information when you use our Site. It governs your activity on all of our Site but does not cover any third party Web sites or applications that we do not control. By executing this Agreement in writing, you agree to this Privacy Policy, as well as our Terms of Use.

2. INFORMATION WE RECEIVE ABOUT YOU

Account Information. When you register to use our Web-delivered data and analytics service (the "Subscription Service"), we collect your name, title, email address, organization name, business address, phone number, fax number, and geographical preferences for the searches you conduct on the Service, and a password. We may give you the opportunity to provide other information to display as part of a profile visible on the Site, in connection with content you submit, or for us to contact you or provide specific services to you.

Billing Information. If you sign up for a paid account or other paid services, and pay by credit card, we collect billing information such as your credit card number and its expiration date, security code and billing address.

Content You Submit. In connection with sales inquiries and requests for product demonstrations, our Site asks you to provide your first and last name, email address, phone number and organization name. We also give you the opportunity to submit data and information via the Site. Finally, our Site allows users to post content and information that is visible to other users. You should avoid submitting personal information when you post content, because we do not remove or "scrub" personal information from content submitted by users.

Information About Activity on Our Site. We receive and store certain types of information whenever you interact with our Site. We keep track of your "clicks" and pages you view on our Web site. This includes information that is specific to the computer or device you use to access our Site but does not include any information personally identifiable to you. We use "cookies" and obtain certain types of information when your Web browser accesses the Site, such as the Internet Protocol (IP) address of your computer, information about your browser software and operating system, and the date and time you access our site. "Cookies" are alphanumeric identifiers that we transfer to your computer's hard drive through your Web browser to enable our systems to recognize your browser and to provide certain features on the Site. The "Help" feature in most Web browsers will tell you how to prevent your browser from accepting new cookies, how to have the browser notify you when you receive a new cookie, or how to disable some cookies altogether. Keep in mind that disabling cookies may result in some features of the Site not working properly.

3. HOW WE USE YOUR INFORMATION

To Provide, Manage and Improve the Site and Our Services. We may use content and profile information posted by our users to make the Site and its features available. We may use your information to customize certain of the Site's features for you.

To Contact You. We will use your email address or other contact information you give us to contact you with announcements related to our services.

4. HOW WE SHARE YOUR INFORMATION

Third Party Service Providers. We rely on some third party service providers to assist us in operating the Site. For example, we may use third parties to host our Site, process credit card transactions, send email messages, and provide search results. When we provide your personal information to these third party service providers, they will possess it for only a limited time, and we put contractual and technical protections in place to limit their use and disclosure of your information.

Business Transfers. If Govini is (or its assets are) acquired by another company, personal information and content you posted to the Site would be among the assets transferred to the acquirer. In the event of such an acquisition, the Privacy Policy in force at the time would continue to apply your information.

To Our Affiliated Companies. We may share all personal information and content submitted to the Site among our parent, subsidiary and other affiliated companies. This Privacy Policy applies to all of our affiliated companies.

To Protect Govini and Others from Liability or Harm. We release posted content and personal information when we believe we must do so to comply with the law, to enforce our Terms of Use, or to protect the safety and rights of Govini itself or our users.

Information You Share With Other Users. The Site may allow you to share comments and other information with other users. You should understand that even though our Terms of Use imposes certain limitations on distributing or re-using posted content, other users with whom you share content might distribute, copy, or re- share your content on other Web sites or other locations. We assume no responsibility for such actions by other users.

Aggregated Information. We may sell or share non-personally identifiable, aggregated information demographic data or data about user activity on our Site with our business partners or other users of our Sites.

With Your Consent. In addition to the circumstances described above, we may also share your personal information or content with third parties if you give us your consent.

5. HOW TO VIEW AND EDIT YOUR INFORMATION

Personal Information and Payment Information. You can view and modify your name, company name, contact information and geographical search preferences at any time from your "Profile" page on the Site.

Account Deactivation. If you wish to delete your account, please email us at support@ark.ai requesting account deletion. Note that any comments, reviews and other content you may have submitted may remain available for view on the Site.

6. SECURITY

We take reasonable precautions to maintain the security and integrity of your personal information, including storage of your personal information and payment information on a secure server behind a firewall.

7. MODIFICATIONS TO THIS PRIVACY POLICY

We may modify this Privacy Policy in a non-material way at any time. Any material updates to this agreement shall be presented to Customer Ordering Activity for review and will not be effective unless and until both parties sign a written agreement updating these terms.