

## NOVETTA, INC.

### TERMS AND CONDITIONS

In consideration of the promises and covenants set forth below, Customer and Novetta, which are referred to individually as a "Party" and collectively as the "Parties," agree as follows:

1. **Effective Date.** This Agreement will take effect on the date the product is delivered to the customer ("Effective Date").
2. **Scope; Ordering of Products and Services.** This Agreement governs Novetta's delivery of Products and provision of Services to Customer. Customer may order Products and/or Services from Novetta under this Agreement through an Order executed by the Parties. Each Order will incorporate by reference and be governed by this Agreement in addition to the terms in the Order.
3. **License Grant.** Novetta grants Customer a non-exclusive License (the "License Grant") to Customer for the Software as follows:
  - 3.1 to use the Software solely for Customer's internal business use;
  - 3.2 to reproduce a single copy of the Software and Work Product in object code form only (except that the client component of any client/server Software may be copied and installed as necessary for Customer's use) and install and use the single copy of the Software and Work Product at the Permitted Site(s);
  - 3.3 to use the Application Programming Interface ("API") software provided with the Software solely to create interfaces between the Software and any Customer developed modules or extensions;
  - 3.4 to use the Documentation in support of Customer's authorized use of the Software; and
  - 3.5 to reproduce one copy of the Software and Work Product only for each of archival, backup, development, testing and disaster recovery purposes.
4. **License Restrictions.** Customer agrees not to: (a) sublicense the Software; (b) reproduce, modify, publicly perform or publicly display the Software or Work Product except as expressly allowed in the applicable Order; (c) distribute, disassemble, decompile, translate, reverse engineer, create derivative works of (except as expressly allowed in the applicable Order or cause or allow discovery of source code in any way; or (d) rent, timeshare, sublicense or lease the Software or Work Product or their derivatives.
5. **Fees.** Customer will pay to Novetta the fees set forth in the applicable Order for any Product and/or Services ordered. Customer will make payment within thirty (30) days after receipt of Novetta's invoice under an Order. All payments not made when due are subject to late charges equal to the lesser of (i) one and one-half percent (1.5%) per month of the overdue amount or (ii) the maximum amount permitted under applicable law. Customer will pay all taxes, tariffs and transportation costs relating to or incurred under an Order (including any sales, use, excise or value added taxes), exclusive of taxes based on Novetta's net income, unless Customer is exempt from the payment of such taxes and provides Novetta with acceptable evidence of the exemption.
6. **Ownership, Title, Proprietary Notices.** Novetta and its licensors own all right, title and interest in all intellectual property rights in and to the Products, Services, Work Product, and the components thereof. Any and all derivative works, upgrades, updates, developments, modifications, changes, alterations, edits, conversions, improvements or the like made to the Products, Work Product or Services by Novetta are and will be owned by Novetta and will be subject to the provisions of Section 3 (License Grant), Section 4 License Restrictions, and Section 8 (Confidentiality). Customer acknowledges and agrees that no source code for the Software has been provided to Customer and, as a result, Customer is unable to make and has no right to make modifications to the Software code. However, Customer may create

standalone modules or extensions that work in conjunction with the Software by using the APIs as licensed under the applicable Orders. Customer will own all such standalone modules or extensions and the related intellectual property except Novetta shall continue to own the Novetta APIs incorporated therein. No rights, title or interests in the intellectual property or other proprietary rights in or to the Products, Work Product or Services are conveyed to Customer under this Agreement other than the limited licenses specifically granted in the applicable Order. All rights not expressly granted to Customer under this Agreement are reserved to Novetta. Customer agrees to reproduce the copyright, trademark and other proprietary notices contained on or in the Products or the Work Product as delivered to Customer on all copies of such Products and Work Product and not to remove any such notices.

## **7. Term and Termination.**

**7.1** This Agreement will start on the Effective Date and will continue in perpetuity unless earlier terminated pursuant to this Section 7.

**7.2** Novetta may terminate this Agreement and/or any or all Orders immediately upon notice to Customer in the event that Customer breaches any of its obligations under Section 6 (Ownership, Title, Proprietary Notices, or Section 8 (Confidentiality) of this Agreement or under the terms of any Order for the Products or Services.

**7.3** Novetta at its option may terminate this Agreement and/or any or all Orders if Customer (a) admits in writing its inability to pay its debts generally as they become due; (b) makes a general assignment for the benefit of creditors; (c) institutes proceedings to be adjudicated as voluntary bankrupt, or consents to the filing of a petition of bankruptcy against it; (d) is adjudicated by a court of competent jurisdiction as being bankrupt or insolvent; (e) has a decree entered against it by a court of competent jurisdiction appointing a receiver, liquidator, trustee, or assignee in bankruptcy or in insolvency covering all or substantially all of its property or providing for the liquidation of its property or business affairs.

**7.4** Either Party may terminate this Agreement and/or any Order if the other Party materially breaches any Section of this Agreement and fails to cure such breach upon thirty (30) days prior written notice by the non-breaching Party specifying the nature of the breach; provided, however, if such breach does not involve the payment of any amounts to Novetta and is of a nature that can be cured, but not within the thirty (30) day cure period, and the breaching Party has commenced significant efforts to cure such breach within the thirty (30) day cure period, this Agreement will not terminate so long as the breaching Party continues to diligently pursue the completion of such cure. The right to terminate this Agreement under this Section 7 (Term and Termination) is in addition to all available remedies at law or in equity.

**7.5** Upon the expiration or termination of this Agreement for any reason, all licenses granted under any Order and all other rights granted to Customer under this Agreement will immediately terminate and the Products, Confidential Information, Documentation and all Work Product in Customer's possession or control together with all related materials, copies or derivative versions thereof in any form will be returned to Novetta, or upon Novetta's written request, destroyed by Customer. Customer agrees to certify in writing to Novetta that Customer has returned or destroyed all such Products and Work Product together with all related materials, copies and derivative versions in any form. All defined terms and the rights and obligations contained in Sections 5 (Fees), 6, (Ownership, Title, Proprietary Notices), 7 (Term and Termination), 8 (Confidentiality), 10 (Infringement Indemnification), 11 (Indemnity by Customer), 12 (Representations; Limited Warranties); 13 (Limitation of Liability), 14 (Audit), and 17 (General) will survive any expiration or termination of this Agreement or any Order.

## **8. Confidentiality.**

**8.1** "Confidential Information" means information designated as confidential or proprietary or that

should be considered as confidential from its nature or from the circumstances surrounding its disclosure. Customer acknowledges that the Products, Documentation, all Work Product and any comparative or benchmark tests constitute "Confidential Information" of Novetta. The terms and conditions of this Agreement will be considered "Confidential Information."

**8.2** With respect to any Confidential Information that either Party receives ("Receiving Party") from the other Party ("Disclosing Party"), the Receiving Party will: (a) keep such information confidential; (b) use the same degree of care for the Disclosing Party's Confidential Information that it uses for its own Confidential Information, but in no event with less than reasonable care; (c) not use the Confidential Information other than in connection with the performance of this Agreement; (d) not divulge the Confidential Information to Receiving Party's (i) employees, unless such employees have a need to know and have been advised in writing of their obligations to keep the Confidential Information secret consistent with the terms of this Agreement; or (ii) contractors supporting the Receiving Party's operations, unless such contractors have a need to know and have agreed in a writing to their obligations to keep the Confidential Information secret consistent with the terms of this Agreement; provided that upon the Disclosing Party's request, the Receiving Party will provide the Disclosing Party with a copy of such contractor's written agreement. The Receiving Party agrees to use all reasonable steps to ensure that the Disclosing Party's Confidential Information is not disclosed by the Receiving Party's employees or contractors in violation of this Section.

**8.3** Confidential Information will not include information that: (a) is or becomes generally known or available to the public at large other than as a result of a breach by the Receiving Party of any obligation to the Disclosing Party; (b) was known to the Receiving Party free of any obligation of confidence prior to disclosure by the Disclosing Party; (c) is disclosed to the Receiving Party on a non-confidential basis by a third party who did not owe an obligation of confidence to the Disclosing Party; or (d) is developed by the Receiving Party independently of and without reference to any part of the Confidential Information. Confidential Information will not be deemed to be in the public domain or generally known or available to the public merely because any part of the information is embodied in general disclosures or because individual features, components or combinations thereof are now or become known to the public. If the Freedom of Information Act, 5 U.S.C. 552 et seq. ("FOIA"), applies to the Customer, Customer acknowledges that Confidential Information is entitled to be exempt from disclosure under FOIA. Customer will promptly notify Novetta of any requests for the disclosure of any Confidential Information, including requests under FOIA, and will assert to the Government, orally and in writing, that Confidential Information is exempt from disclosure under FOIA.

**8.4** Confidential Information may be disclosed in response to a valid order by a court or other governmental body of the United States or any political subdivision thereof, as otherwise required by law, or as necessary to establish the rights of either Party under this Agreement, provided that the Party making such disclosure must provide written notice to the other Party prior to such disclosure in order to provide the other Party with a reasonable opportunity to obtain a protective order or otherwise protect the confidentiality of such information.

## **9. Third Party Equipment and Software, and Open-Source Software.**

**9.1** Customer agrees that it shall obtain, at its own cost, any third-party equipment and software licenses necessary or appropriate and not expressly identified in a fully executed applicable Order to use the Software or Work Product as permitted by this Agreement. Novetta shall have no obligation to obtain or provide any third-party equipment or software not expressly identified in a fully executed applicable Order on behalf of Customer.

**9.2** Customer acknowledges that the Software may include Third Party Software and Open Source Software. Customer may use the Third Party Software only in connection with its use of the Software, and may not use the Third Party Software on a stand-alone basis or use or integrate

it with any other software or device, without first entering into a license agreement with the Third Party.

**10. Infringement Indemnification.**

**10.1** Novetta agrees to defend, indemnify and hold Customer harmless from and against all damages, costs, liabilities, expenses and settlement amounts incurred in connection with any suit, claim or action by any third party alleging that the Products (excluding any third party and/or open source software) furnished and used within the scope of this Agreement infringe on an Australian, Canadian, European Union or U.S. copyright or any Australian, Canadian, European Union or U.S. patent issued as of the Effective Date, provided that: (a) Customer notifies Novetta in writing within 30 days of its receipt of notice of any claim; (b) Novetta has sole control of the defense and all related settlement negotiations; and (c) Customer provides Novetta with reasonable assistance, information and authority necessary to perform its obligations under this Section.

**10.2** The foregoing indemnity obligation will not extend to any claims of infringement arising out of or related to (a) modification of a Product by anyone other than Novetta without Novetta's prior written consent; (b) a combination of the Product with any third party software or equipment where such combination is the cause of such infringement; or (c) the use of a version of a Product other than the then-current version if infringement would have been avoided with the use of the then-current version.

**10.3** In the event the Products are held or believed by Novetta to infringe, Novetta may, at its sole option and expense, elect to (a) modify the Products so that they are non-infringing; (b) replace the Products with non-infringing products which are functionally equivalent or superior in performance; (c) obtain a license for Customer to continue to use the Products as provided hereunder; or (d) terminate the license for the infringing Products and refund the license fees paid for those Products, prorated over a five (5) year term from the Effective Date. The rights granted to Customer under this Section 10 will be Customer's sole and exclusive remedy for any infringement by the Products.

**11. Indemnity by Customer.** Customer agrees to indemnify and hold Novetta harmless from and against any and all damages, costs, liabilities, expenses and settlement amounts incurred in connection with any suit, claim, or action by any third party arising out of Customer's misuse of the Products and Services or Customer's failure to verify the authenticity of a cyber threat or compromise, as well as validity of data duplication, links, relationships or behavioral patterns.

**12. Representations; Limited Warranties.** Novetta represents and warrants (a) that each module of the Software will perform substantially in accordance with the applicable Documentation for a period of one (1) year from the date of delivery to Customer (the "Warranty Period") and (b) that it will perform Services in a professional manner. In the event the Software fails to perform substantially in accordance with the applicable Documentation during the Warranty Period, then Novetta will use reasonable efforts to provide a correction or workaround for such failure(s). In the event that Novetta does not cure such a failure within thirty (30) days from the date Customer provides Novetta with a detailed description of the error sufficient to allow Novetta to reproduce the error, Customer will be entitled to a refund of the license fees set forth in the applicable Order, as well as the fees under any Professional Services Orders or Maintenance and Support Orders paid to Novetta related to the Software. The foregoing will be Customer's sole and exclusive remedy in the event of a breach of this Section 12. EXCEPT AS SET FORTH IN THIS SECTION, NOVETTA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTIES AS TO THE SUITABILITY OR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF ANY PRODUCTS, WORK PRODUCT, THIRD PARTY PRODUCTS FURNISHED HEREIN, OR ANY CUSTOM SOFTWARE OR SERVICES UNDER ANY PROFESSIONAL SERVICES ORDERS OR MAINTENANCE AND SUPPORT ORDERS RELATED TO THE LICENSED SOFTWARE.

- 13. Limitation of Liability.** EXCEPT FOR A BREACH OF ITS OBLIGATIONS SET FORTH IN SECTIONS 8 (CONFIDENTIALITY), 10 (INFRINGEMENT INDEMNIFICATION), 11 (INDEMNITY BY CUSTOMER), AND UNLESS OTHERWISE STATED IN AN ORDER, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, DAMAGES OR COSTS INCURRED AS A RESULT OF LOSS OF TIME, LOSS OF DATA, LOSS OF PROFITS OR REVENUE, OR LOSS OF USE OF THE PRODUCT) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT PRODUCT LIABILITY, OR OTHERWISE, EVEN IF THE PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES IN ADVANCE. IF ANY AUTHORITY HOLDS ANY PORTION OF THIS SECTION TO BE UNENFORCEABLE, THEN LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. THE FOREGOING LIMITATIONS APPLY EVEN IF THE REMEDIES DESCRIBED HEREIN FAIL OF THEIR ESSENTIAL PURPOSE.
- 14. Audit.** Novetta has the right to require, by written request on an annual basis, that Customer certify its compliance with the provisions of this Agreement. Customer shall maintain complete and accurate records sufficient to demonstrate Customer's compliance with the license and use restrictions of this Agreement. Novetta shall have the right, upon reasonable prior notice to Customer and during Customer's normal business hours, to audit Customer's use of the Software to verify compliance with this Agreement and to audit Customer's records with respect to its usage and corresponding payments. In the event that an audit reveals any underpayment of fees or noncompliance with this Agreement, Customer shall promptly pay Novetta the amount of the underpayment. If the underpayment is greater than 5%, then the Customer shall reimburse Novetta the reasonable costs of such audit.
- 15. Publicity.** Novetta will have the right to publicize the fact that Customer is a user of the Products or Services and to list Customer's name on Novetta's standard customer lists. Customer will be provided with an advance copy of any press release and given an opportunity to reject, or make changes to, such press release; such Customer approval will not be unreasonably withheld. Novetta may not use Customer's name other than as contemplated by this Agreement without Customer's prior written approval.
- 16. General.**
- 16.1** In the event of any dispute arising out of or related to this Agreement, the prevailing Party will be entitled to recover its reasonable attorneys' fees and costs.
- 16.2** This Agreement will be governed by and construed in accordance with the laws of the State of Virginia without regard to its conflict of laws provisions. With respect to any legal disputes between Customer and Novetta arising out of or related to this Agreement, Customer and Novetta irrevocably consent to the exclusive personal jurisdiction of the federal courts located in the U.S. District Court Eastern District of Virginia and the state courts situated in Fairfax, VA.
- 16.3** Each Party executing this Agreement on behalf of any entity executing this Agreement hereby represents and warrants that he, she or it is duly authorized and has full authority to execute and deliver this Agreement.
- 16.4** This Agreement and any Orders hereunder may be executed in two or more counterparts (even if such counterpart original signature is evidenced via a facsimile or pdf copy), each of which will be considered an original.
- 16.5** All notices permitted or required under this Agreement will be in writing and will be delivered as follows with notice deemed given as indicated (a) by personal delivery when delivered personally, (b) by commercially established courier service upon delivery or, if the courier attempted delivery on a normal business day and delivery was not accepted, upon attempted delivery, (c) by email transmission when delivery receipt confirmation is received by the sender, or (d) by certified or registered mail, return receipt requested, ten (10) days after

deposit in the mail. Addresses used herein will be the ones set forth in the initial paragraph in this Agreement or such other address as the Party hereto will notify the other of in writing.

- 16.6** Neither Party will by mere lapse of time without giving notice or taking other action hereunder be deemed to have waived any breach by the other Party of any of the provisions of this Agreement. Further, the waiver by either Party of a particular breach of this Agreement by the other Party will not be construed as, or constitute, a continuing waiver of such breach, or of other breaches of the same or other provisions of this Agreement.
- 16.7** If any provision of this Agreement is held illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, the validity of the remaining portions or provisions hereof will not be affected thereby.
- 16.8** Except for the payment of money, neither Party will be liable for any failure or delay in performance under this Agreement which might be due to strikes, shortages, riots, insurrection, fires, flood, storm, explosion, acts of God, war, government action, inability to obtain delivery of parts, supplies or labor, labor conditions, earthquakes, acts of terrorism, or any other cause which is beyond the reasonable control of such Party.
- 16.9** This Agreement may not be assigned or transferred without the prior written consent of Novetta. Novetta may assign this Agreement to any person who succeeds to substantially all of Novetta's assets and business related to the Software by merger or purchase, provided that the assignee assumes this Agreement by an instrument in writing.
- 16.10** This Agreement, together with any attached exhibits and any Orders that become effective hereunder, is the complete agreement between the Parties with respect to the subject matter hereof and supersedes any and all prior agreements and understandings. This Agreement may be amended only in a writing that refers to this Agreement and is signed by both Parties.
- 16.11** Novetta's licensors of all or any part of the Software shall each be an intended third party beneficiary of this Agreement with the right to rely on and enforce any term or condition in this Agreement as if the licensor had been a party to this Agreement. Customer hereby authorizes Novetta to provide a copy of this Agreement to its licensors. No person or entity other than Novetta's licenors shall be deemed to be a third party beneficiary of any provision of this Agreement.

**17. Definitions.**

- 17.1** "Custom Services" means any software code developed or services performed by Novetta outside of the Professional Services Order, including without limitation with respect to custom queries, ingest programs for Customer provided Enrichment Data, user interfaces, work flows, analysis, analytics modules, or models, as more particularly described in a statement of work attached to an applicable Order.
- 17.2** "Documentation" means the documentation, user guides and installation instructions related to the licensed Software and provided by Novetta to Customer.
- 17.3** "Maintenance and Support" means the maintenance and support provided by Novetta to Customer as specified in this Agreement.
- 17.4** "Products" means the licensed Software, Hardware, and Documentation identified in an applicable Order.
- 17.5** "Professional Services" means any implementation services, training services, or other software related services provided by Novetta to Customer as specified in an applicable Order.
- 17.6** "Services" means the Professional Services and Maintenance and Support provided by Novetta

to Customer as specified in an applicable Order.

- 17.7** "Software" means the object code form of computer software owned or distributed by Novetta and identified by product or component name and licensed to Customer, subject to the payment of the applicable license fees, under an applicable Order, regardless of whether located on a server or client computer, as specified in an Order. Software includes Third Party Software and Open Source Software.
- 17.8** "Work Product" means any inventions, discoveries, software (including custom software) or other works of authorship, and other proprietary materials or work product developed by or for Novetta in the course of Novetta's performance of Services.