Zeuscale™ Software Subscription Services Agreement

This Software Subscription Services Agreement is made and entered into as of the effective date in the applicable ordering document (an **"Order"**) by and between Applied Information Sciences, Inc. ("**Provider**") and the Customer listed in the Order ("**Customer**"), in consideration of the mutual exchange of promises in the Order and this document. By entering into the Order and using the Subscription Services (as may be amended by an Addendum if Customer is a government agency), Customer is agreeing to comply with the terms of this Agreement. If you as the Customer do not fully agree to all of the terms and conditions of this Agreement, do not enter into the Order and do not use or access the Subscription Services. By entering into the Order and accessing the Subscription Services, Customer agrees to the terms and conditions of this Agreement.

1.0 **Services**. Provider agrees to provide the Subscription Services (hereinafter defined) and Professional Services (hereinafter defined) (collectively referred to herein as, the "**Services**") as set forth in this Agreement and Order entered into by Provider and Customer.

1.1 **Use of the Subscription Service.**

(a) Generally. Customer and its authorized End Users ("End Users") may access and use the Subscription Service in accordance with this Agreement. Customer will comply with the terms of this Agreement and all laws, rules and regulations applicable to its use of the Subscription Service.

(b) Customer Account. To access the Services, Customer's designated representative must register for a Customer Account. Any registration information that Customer's designated representative provides to us must be accurate, current, and complete. Customer must also update its information so that Provider may send notices, statements, and other information to Customer by email or through its account.

1.2 **Changes To the Subscription Service**. We may change or remove functionality from time to time in Our sole discretion. We will notify You of any material change to or discontinuation of the Subscription Service.

1.3 **Customer Responsibilities.**

(a) Customer Accounts. Except to the extent caused by Our breach of this Agreement, (a) Customer is responsible for all activities that occur under its account by a user using Customer's Designated Representative credentials, regardless of whether the activities are authorized by Customer or undertaken by Customer, Customer's employees or a third party (including Customer's contractors, agents or End Users), and (b) Provider and its affiliates are not responsible for unauthorized access to Customer's account.

(b) Customer's Cloud Service Provider. Customers understand that in order for the Zeuscale or other Subscription Service to work as intended, Customer must (a) have a current subscription to a cloud service provider that is compatible with Zeuscale ("Cloud Service Provider"), and (b) maintain service with the Cloud Service Provider during the life of the Order. By entering into the Order and Agreement, Customer agrees that it has discussed compatibility with Provider, and that Customer has examined its Cloud Service Provider solution and has determined it to be compatible with Zeuscale. A list of compatible Cloud Service Providers and versions known and tested by Provider is available upon request.

(c) Customer-Owned Data. Provider is not responsible for Customer-owned data that is hosted by a Cloud Service Provider. Customer remains responsible for the development, content, operation, maintenance, security, protection, backup, and use of Customer-owned data hosted by Customer's Cloud Service Provider. Any dispute regarding Customer-owned data should be raised with the Cloud Service Provider according to Customer's agreement with that Cloud Service Provider. Provider assumes no liability for Customer's content.

(d) Log-In Credentials and Account Keys. Customer log-in credentials for its designated representative and end users are managed by its designated representative. Zeuscale log-in credentials and private keys generated by the Services are for Customer's internal use only and Customer hereby covenants and agree that it will not sell, transfer, or sublicense them to any other entity or person, except that Customer may disclose its private key to Customer's agents and subcontractors performing work on Customer's behalf.

(e) End Users. Customer will be deemed to have taken any action that it permits, assists or facilitates any person or entity to take related to this Agreement or use of the Subscription Service. Customer is responsible for End Users' use of the Subscription Service. Customer will ensure that all End Users comply with its obligations under this Agreement and that the terms of Customer's agreement with each End User are consistent with this Agreement. If Customer becomes aware of any violation of its obligations under this Agreement caused by an End User, Customer will immediately suspend access to the Subscription Service by such End User. Provider does not provide any support or services to End Users unless Provider has a separate agreement with Customer or an End User obligating Us to provide such support or services (such as

support or help desk services under the "Professional Services" defined below and specified in an Order).

1.4   Subscription Services.

(a)   Beginning on the start date set forth in the applicable Order (the "**Start Date**"), Provider agrees to provide Customer with access to the software services set forth in the applicable Order ("**Subscription Services**"), and accordingly Provider hereby grants to Customer and its designated representative and End Users, a non-exclusive, non-transferable, non-sublicensable, worldwide right to access, use, and display the software in connection with the Subscription Services. This Agreement and license assume that Customer has purchased in the Order a number of units that are equal to or lesser than the number that corresponds with the Customer's annual usage of the Cloud Services Provider solution ("**Units**"). Customer is responsible for each of its designated representative's and End User's acts and omissions and remains liable to Provider for any designated representative or End User's (including an authorized third party acting as a User on Customer's behalf) error, omission, or breach of the Agreement.

(b)   "**Documentation**" means the specifications and other materials describing the functionality, features, and operating characteristics of the Software including any updates thereto. "**Third Party Software**" means software and services authored by a third party, including Amazon Web Services and Microsoft Azure, Kubernetes, Terraform, GitHub, and ServiceNow, for example.

(c)   Customer may add Representatives, or additional Software features ("**Add-Ons**") to Customer's Software account via the Zeuscale application; provided that, to the extent Customer has changed the requirements of the applicable Order, Customer may be responsible for associated Fees to Provider for such Add-Ons. Such Fees will be calculated based upon the previously agreed upon pricing set forth in the applicable Order and the remainder of months in the Subscription Term beginning on the first day of the calendar month in which such Add-On is added. If Customer's Order renews for additional periods, Customer will remain responsible for associated Fees for future Subscription Terms until such Add-Ons are removed by Customer.

(d)   Over the course of the Agreement Term, Provider may introduce new features, functionality, software, or user types, that are only available under a different pricing model or on a version of Software other than the version Customer currently accesses ("**New Features**"). In the event Customer desires to access and use New Features Provider

reserves the right, in its sole discretion, to update Customer's Software account, version, or pricing model to facilitate Provider's provision of such New Features. Provider otherwise reserves the right to update Customer's Software so that it remains current with the then current version available to Provider's customers generally.

1.5 **Professional Services**. As set forth in the applicable Order, Provider will provide professional services such as web-based onboarding, trainings, integrations with existing Customer systems and other professional services ("**Professional Services**"). To the extent any such Professional Services are performed remotely (i.e., web-based) ("**Remote Services**"), the following terms shall apply:

(a) The Remote Services will be scheduled following Provider's receipt of a fully executed Order. To the extent Customer requires a purchase order, Customer shall insert any associated reference number in the Billing Contact Section of the Order. Upon receipt of a fully executed Order and purchase order, the parties will determine and finalize scheduling for the Remote Services. Scheduling will be based upon the Customer's schedule, preferences, requirements, and the availability of Provider's resources; provided, however, that the Remote Services will be conducted during normal business hours, Monday through Friday, between 8:30 a.m. and 5:30 p.m. local time.

(b) Provider shall not be liable for delays that arise out of Customer's negligent acts or omissions, or by Customer's breach of the Agreement.

(c) Customer agrees to reasonably cooperate with Provider until the Remote Services are successfully completed. Customer provides Provider with a single point of contact who will receive all communications regarding the Remote Services; failure to provide a single point of contact may result in an increase or change to the Remote Services scope, quote, and/or length. The contact must have the authority to act for Customer in all aspects of the Remote Services, including but not limited to bringing issues to the attention of the appropriate persons within Customer's organization and resolving conflicting requirements. Additionally, the contact will (a) ensure that any communications between Provider and Customer, including scope related questions or requests, are made through the appropriate Provider personnel, (b) provide timely access to technical and business points of contact, and required data/information for matters related to the scope of the Remote Services; ensure attendance by key Customer contacts at Customer meetings and presentations, (c) obtain and provide project requirements,

information, data, decisions, and approvals within one (1) working day of Provider's request, unless both parties agree to a different response time, and (d) ensure that Provider personnel have reasonable and secure access to the Customer equipment. Customer will back up its files and Data prior to Provider's commencement of the Remote Services.

(d) Customer will be invoiced for the Remote Services as set forth in the Order. Fees, expenses and taxes associated with the Remote Services shall be paid as set forth in the Order and in accordance with the terms and conditions of the Agreement. For the avoidance of doubt, any expenses related to the Remote Services are included in the relevant Hourly Rate.

(e) The parties acknowledge that each party retains sole ownership in its intellectual property, and that any deliverables or transfer of ownership in intellectual property shall be specifically addressed in the relevant Order, which shall be executed by representatives of each party who have the necessary authority to bind their respective party.

(f) The "Change Control Process" is the process that governs changes to the scope of the Remote Services. A written Change Order will be the vehicle for communicating any desired changes to the Remote Services. The "Change Order" will describe any proposed changes to the Remote Services' scope, pricing, resources, and tasks; the reason for the change(s); related assumptions and Customer responsibilities; and the schedule and price impacts of the change. Provider will draft the Change Order based on discussions with Customer. Only changes included in a Change Order signed by both Customer and Provider referencing the Agreement and the applicable Order will be implemented. In some cases, a Change Order will authorize Provider to study the impacts that a proposed change will have in terms of required changes to the Remote Services' scope, schedule, and price. If, upon completion of the study, Customer agrees to proceed with an identified scope change, Provider will draft a separate Change Order to detail the specifics associated with that change.

2.0 Support; Analytics.

2.1 Support. As a part of the Subscription Services, Provider shall provide Customer with support as set forth in the applicable Order.

2.2 Analytics: To work as intended, Zeuscale and the Subscription Services are designed to exchange usage data through an interface with Customer's

Cloud Service Provider and such analytics are included in the provision and delivery of the Subscription Services. Provider and Customer's Cloud Service Provider may collect, record, and store raw information related to the Customer's subscription account activity (e.g., API audit logs, usage and billing data, host and network logs, etc.) in the course of providing the Subscription Services, but Provider may only use such raw and directly attributable information to provide and improve the Subscription Service and/or to fulfill its rights and obligations under the Agreement. The Provider may store, record, and use summarized information which aggregates data collected from multiple Customer entities and has been appropriately sanitized to prevent attribution to any specific Customer entity. Any use of such information is subject to the terms of Section 5. In addition, the Provider may share summarized and sanitized information with third parties to improve their use of Cloud Service Provider services, and Customer agrees to such sharing so long as the information is appropriately summarized and sanitized.

3.0   **Fees; Payment**. Customer shall pay Provider the fees associated with the Services ("**Fees**") as set forth below.

    3.1   **Invoicing**. Customer shall (subject to anything contrary in the applicable Order) pay all Fees for Subscription Services prior to each upcoming renewal therefore and no later than thirty (30) days from receipt of invoice. In the event Provider is providing Professional or Remote Services, Customer shall make payment as set forth in the applicable Order or statement of work. If Customer has not paid an invoice for Services in full within forty-five (45) days from receipt thereof, Provider has the right to suspend provision of such Services until full payment is made, provided that Provider in its discretion may decide to keep some portion of functionality of the Subscription Services in place until full payment is made solely for the purpose of ensuring that Customer's content and data is preserved and not harmed.

    3.2   **Taxes**. Fees stated in the Orders do not include applicable taxes. Customer agrees to bear and be responsible for the payment of all taxes, except for taxes based upon Provider's income, including all sales, use harmonized, rental receipt, personal property, customs duties or levies, federal, provincial or foreign taxes or other taxes, which may be levied or assessed in connection with the Agreement. Customer shall pay such tax when due or reimburse Provider as Provider may request. If any tax is required to be paid by Provider, the full amount of such tax will be billed to Customers separately, whether or not the Agreement is then in effect and promptly paid by Customer.

3.3 **Fee Increases**. Unless otherwise specified in an Order, Provider may increase Fees for Subscription Services not more than once in each rolling, twelve (12) month period upon thirty (30) days prior written notice to Customer. Customer will only be responsible for increased Subscription Service Fees for those Subscription Terms subsequent to the Subscription Term in which Customer received such price increase notice. Once the parties have entered into an Order for Professional Services, Provider may not increase such underlying Fees (unless otherwise expressly agreed), provided that, after completion of the agreed upon Professional Services Provider may increase the Fees associated with such offerings in its sole discretion.

4.0 **Term; Termination**.

4.1 **Agreement & Subscription Term; Effect of Termination**. The Agreement begins on the effective date of the Order as set forth in the preamble above, or the date on the first Order between the parties hereto, whichever is earlier, and shall continue until all Orders associated with the Agreement have expired or have otherwise been terminated (the "**Agreement Term**"). Unless otherwise specified in an Order, Subscription Services will begin on the Start Date in the applicable Order and remain in effect for the period specified therein (the "**Subscription Term**"). Upon any expiration or termination of the Agreement, Provider will cease providing Subscription Services and Customer and its Representatives shall cease any and all use of the Subscription Services.

4.2 **Survival**. Neither expiration nor termination of the Agreement will terminate those obligations and rights of the parties pursuant to provisions of the Agreement which by their express terms are intended to survive and such provisions will survive the expiration or termination of the Agreement. Without limiting the foregoing, Sections 4.2, 5, 6, 8, 10, and 11 shall survive any expiration or termination of the Agreement.

5.0 **Confidentiality**.

5.1 **Confidential Information**. In connection with the Agreement, each of the parties may disclose to the other party information that relates to the disclosing party's or disclosing party's Customer's business operations, financial condition, customers, products, services, or technical knowledge ("**Confidential Information**"). Except as otherwise specifically agreed in writing, each party agrees that: (a) all information communicated to it by the other in connection with the Agreement and identified as confidential, (b) any information exchanged between the parties in connection with Customer's purchase of Services, and (c) all information communicated to it that reasonably should have been understood by the receiving party, because of confidentiality, descriptions or similar legends, the circumstances

of disclosure or the nature of the information itself, to be confidential to the disclosing party, will be Confidential Information and will be deemed to have been received in confidence and will be used only for purposes of the Agreement. Provider Confidential Information includes the Software, Services, Fees, the terms of the Agreement, development plans, and any security specifications, reports or assessments related to the Software, Provider or its Cloud Hosting Providers. Customer Confidential Information includes the Data.

5.2 **Standard of Care; Third Parties**. Each party will use at least the same degree of care to safeguard and to prevent disclosing to third parties the Confidential Information of the other as it employs to avoid unauthorized disclosure or publication of its own information of a similar nature, and in any event, no less than reasonable care. Each party may disclose relevant aspects of the other party's Confidential Information to its employees to the extent such disclosure is reasonably necessary for the performance of its obligations, or the enforcement of its rights, under the Agreement; provided, however, that such party will use reasonable efforts to ensure that all such persons comply with these confidentiality provisions. Each party may disclose the other party's Confidential Information to third parties provided that such third parties are subject to written confidentiality obligations at least as restrictive as those set forth in this Agreement. Third parties are restricted to using the Confidential Information for the sole purpose of providing the contracted services to the party, with the exception of data provided to third parties consistent with the provisions of Section 2.2 that has been summarized and sanitized to the extent that it no longer constitutes Confidential Information. Each party will be responsible for any improper disclosure of Confidential Information by such party's employees, agents, or contractors.

5.3 **Preclusions on Use**. Neither party will use, or make any copies of, the Confidential Information of the other party except to fulfill its rights and obligations under the Agreement. Neither party may withhold the Confidential Information of the other party or refuse for any reason (including due to the other party's actual or alleged breach of the Agreement) to promptly return or destroy, as the other party may direct, to the other party its Confidential Information (including copies thereof) if requested to do so. Subject to the foregoing confidentiality obligations, either party may retain copies of the Confidential Information of the other party to the extent required to document its performance or for compliance with applicable laws or regulations.

5.4 **Exclusions; Permitted Use**. This Section 5 will not apply to any particular information that either party can demonstrate (a) was, at the time of disclosure to it, in the public domain, (b) after disclosure to it, is published or

otherwise becomes part of the public domain through no fault of the receiving party, (c) was in the possession of the receiving party at the time of disclosure to it and was not the subject of a pre-existing confidentiality obligation, (d) was received after disclosure to it from a third party who had a lawful right to disclose such information (without corresponding confidentiality obligations) to it, or (e) was independently developed by or for the receiving party without use of the Confidential Information of the disclosing party. In addition, a party will not be considered to have breached its obligations under this Section 5 for disclosing Confidential Information of the other party to the extent required to satisfy any legal requirement of a competent governmental or regulatory authority, provided that promptly upon receiving any such request, and to the extent it is legally permissible, such party advises the other party prior to making such disclosure and provides a reasonable opportunity to the other party to object to such disclosure, take action to ensure confidential treatment of the Confidential Information, or (subject to applicable law) take such other action as it considers appropriate to protect the Confidential Information.

6.0   Ownership; Usage Restrictions.

6.1   Provider Ownership. Provider retains all ownership of and title to, and all intellectual property rights in, the Software, Services, and all software, equipment, processes, facilities, and materials utilized by or on behalf of Provider to provide the same, including all patents, trademarks, copyrights, trade secrets, and other property or intellectual property rights. Customer acknowledges and agrees that Provider shall own all right, title and interest in and to any modifications, derivative works, changes, expansions or improvements to the Software, or Services, without any other or subordinate right whatsoever being held by Customer. Customer shall acquire no rights therein other than those limited rights of use specifically conferred by the Agreement. Customer may not create derivative works based upon the software provided in the Subscription Services, or Services in whole or in part, or develop or request third parties to develop or modify any software based on ideas, processes, or materials incorporated therein. Customer shall not delete, remove, modify, obscure, fail to reproduce, or in any way interfere with any proprietary, trade secret, or copyright notice appearing on or incorporated in the Software. All rights related to the Software, or Services that are not expressly granted to Customer under the Agreement are reserved by Provider. In the event that Customer provides Provider with any comments, suggestions, or other feedback with respect to the Software, or Services, Customer hereby grants Provider a perpetual, irrevocable, worldwide license to use any such feedback, and Provider has the right, but not the obligation, to use such feedback in any way without restriction or obligation to Customer. Provider will be the exclusive owner of, and will be

free to use for any purpose, any ideas, concepts, know-how, or techniques that result from Customer or Representatives' feedback, including, without limitation, any modifications or enhancements to the Software, or Services. Upon Provider's reasonable request, Customer agrees to execute such additional documents as Provider deems necessary or convenient for perfecting or recording Provider's ownership interest, provided that preparation of such additional documents shall be at the expense of Provider.

6.2   **Customer Ownership**. With the exception of a license granted to Provider to access and use directly attributable Customer data and content solely for the purpose of performing and improving Services, and the supply of summarized and sanitized analytics data pursuant to Section 2.2, Provider acquires no right, title, or interest from Customer or its Representatives to Customer data and content, including any intellectual property rights therein. Subject to the Agreement, Customer, its Representatives and each of its Affiliates hereby grant Provider a limited, royalty-free, fully-paid up, non-exclusive and non-transferable license to process Customer data and content in the United States (unless otherwise stated on an Order) solely as necessary to provide the Services for Customer's and such Affiliates' benefit as provided in the Agreement (and as otherwise instructed by Customer or a Representative) for so long as Customer or any Representative uploads or stores such content or data with the Cloud Services Provider accessible and serviced by the Subscription Services.

6.3   **Usage Restrictions**. Unless expressly agreed otherwise in the applicable Order, Customer may access and use the software in the Subscription Services for Customer's business use only, and not for the benefit of, or to provide services to, any third party. The rights granted to Customer under the Agreement may not be sold, resold, assigned (except as set forth in Section 11.3), leased, rented, sublicensed, or otherwise transferred or made available for use by third parties, in whole or in part, by Customer without Provider's prior written consent. Customer shall not gain or attempt to gain unauthorized access to any portion of the Software, or its related systems or networks, for use in a manner that would exceed the scope granted under the Agreement and the Order or facilitate any such unauthorized access for any third party. If any unauthorized access occurs, Customer shall promptly notify Provider of the incident and shall reasonably cooperate in resolving the issue. Customer shall not reverse engineer, decompile, or disassemble any Software or otherwise attempt to discover the source code thereof or permit any third party to do so. Customer shall not attempt to disable or circumvent any security measures in place. Customer may not knowingly reproduce or copy the software used in the Subscription Services, in whole or in part. Customer shall not modify, adapt, or create derivative works of

the software used in the Subscription Services. Customer shall not use the software used in the Subscription Services to store or transmit libelous or otherwise unlawful or tortious material or any material in violation of third-party privacy rights. Customer shall not knowingly interfere with or disrupt the integrity or performance of the software used in the Subscription Services or third-party data contained therein.

7.0   **Subcontracting**.

7.1   **Use of Subcontractors**. Provider may, at its discretion, use contractors, agents, service providers, third parties, or consultants ("**Subcontractor**"), who are not a party to the applicable Order as follows:

(a)   Provider may subcontract various Professional Services to third parties to the extent the Customer agrees upon such Subcontractor in the applicable Order for Services.

(b)   Provider's cooperation with and exchange of Analytics with Customer's Cloud Services Provider for the purpose of providing the Subscription Services.

(c)   Provider may subcontract with various subcontractors and vendors in support of the Subscription Services, unless otherwise restricted in the Order.

7.2   **Provider Responsibility**. Provider will require and cause its Subcontractors to comply with all relevant terms of this Agreement. Provider will be Customer's sole point of contact regarding the Services, including with respect to payment. Nothing in this Agreement creates any contractual relationship between Customer and any Subcontractor, or any obligation on the part of Customer to pay or to ensure the payment of any money due any Subcontractor.

8.0   **Warranties**.

8.1   **Provider Representations and Warranties**. Provider warrants (a) that the Software will perform materially in accordance with the Documentation and the Agreement, (b) to use best efforts to correct material defects that are reported by Customer or its Representatives, in a timely fashion, as further set forth in the Service Levels (if a malfunction is due to a problem with Customers hardware or software, Provider will so inform Customer and it will be Customer's responsibility to obtain and pay for any repairs or modifications required for such Customer hardware or software), (c) the Services will be performed in a timely, professional, and workmanlike manner with a level of care, skill, practice, and judgment consistent with commercially reasonable industry standards and practices for similar services, using personnel with the requisite skill, experience, and qualifications, and will devote adequate resources to meet Provider's

obligations under the Agreement, (d) the Documentation will be reasonably updated so that it continues to describe the Software and Subscription Services in all material respects, and (e) to the best of its knowledge, the Software does not contain code whose purpose is to disrupt, damage, or interfere with Customer systems, software, or the Data.

8.2   Customer Acknowledgements. Customer accepts responsibility for selection of the Services to achieve Customer's intended results. Customer is solely responsible for obtaining all necessary rights and consents to enter its data and content into the Cloud Services Provider accessible by the Subscription Services and hereby warrants that providing access to its data and content to Provider under the Agreement will not violate or infringe the rights of any third party.

9.0   Indemnification by Provider. Provider shall defend, indemnify, and hold Customer harmless from and against any damages arising out of third party claims alleging that the Software or Subscription when used as authorized under this Agreement infringes a patent, copyright, or trademark, including costs awarded or agreed in settlement by Provider (including reasonable attorneys' fees) resulting from such claim, provided that Provider shall have received from Customer: (1) prompt written notice of such claim (but in any event notice in sufficient time for Provider to respond without prejudice); (2) the exclusive right to control and direct the investigation, defense, and settlement (if applicable) of such claim; and (3) all reasonably necessary cooperation from Customer. If Customer's Subscription is (or in Provider's opinion is likely to be) enjoined, if required by settlement or if Provider determines such actions are reasonably necessary to avoid liability, Provider may, in its sole discretion: (a) substitute for the Software substantially functionally similar programs and documentation; (b) procure for Customer the right to continue using the Software; or if (a) and (b) are not commercially reasonable, (c) terminate the Agreement and refund Customer any pre-paid and unearned Subscription fees. The foregoing obligations of Provider shall not apply: (i) if the Software is modified by any party other than Provider, but solely to the extent the alleged infringement is caused by such modification; (ii) if the Software is combined with products or processes not provided or authorized by Provider, but solely to the extent the alleged infringement is caused by such combination; (iii) to any unauthorized use of the Software; (iv) to any unsupported release of the Software; (v) to any third-party code contained within the Software; or (vi) if Customer settles or makes any admissions with respect to a claim without Provider's prior written consent. THIS SECTION 9.0 SETS FORTH PROVIDER'S AND ITS LICENSORS' SOLE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIM OF INTELLECTUAL PROPERTY INFRINGEMENT.

10.0   Disclaimer; Limitation of Liability.

10.1 EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE SOFTWARE, INCLUDING WITHOUT LIMITATION THE THIRD-PARTY SOFTWARE, AND ALL SUBSCRIPTIONS, AND SUBSCRIPTION SERVICES ARE PROVIDED "AS IS". NEITHER PROVIDER NOR ITS LICENSORS MAKES ANY OTHER WARRANTIES, CONDITIONS OR UNDERTAKINGS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. CUSTOMER MAY HAVE OTHER STATUTORY RIGHTS. HOWEVER, TO THE FULL EXTENT PERMITTED BY LAW, THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, SHALL BE SUBJECT TO THE LIMITED WARRANTY PERIOD.

10.2 BUT FOR EITHER PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 9, (I) NEITHER PARTY SHALL BE LIABLE FOR ANY LOSS OF USE, LOST DATA, FAILURE OF SECURITY MECHANISMS, INTERRUPTION OF BUSINESS, OR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS OR COSTS OF COVER), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE, AND (II) EACH PARTY'S ENTIRE LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE FEES PAID OR OWED BY GOVERNMENT TO PROVIDER FOR SUBSCRIPTION SERVICES DURING THE TWELVE (12) MONTHS PRECEDING THE DATE ON WHICH THE CLAIM FIRST ACCRUED.

11.0 Miscellaneous.

11.1 Notice. Any notice or demand which is required to be given under the Agreement will be deemed to have been sufficiently given and received for all purposes when delivered by hand, confirmed electronic transmission, or nationally recognized overnight courier, or five (5) days after being sent by certified or registered mail, postage and charges prepaid, return receipt requested, to the address, facsimile number, or the e-mail address identified in the applicable Order, and to the attention of such other person(s) or officer(s) as either party may designate by written notice.

11.2 Governing Law. Without regard to its conflicts of laws principles, the laws of Delaware govern all matters arising under or relating to the Agreement. The parties agree to submit to the jurisdiction of the state courts of the State of Delaware and the U.S. District Court for the District of Delaware and agree that such courts shall be the exclusive venue for any action arising under this Agreement.

11.3   Assignment. Neither party may assign the Agreement, or any of its interest herein, without the prior written consent of the other party, which consent may not be unreasonably withheld or delayed; provided, however, that no such prior approval shall be required for an assignment in connection with a sale of all or substantially all of a party's business related to the subject matter of the Agreement or any merger, sale of a controlling interest, or other change of control of such party. In the event of assignment as mentioned in the previous sentence, the assigning party shall provide written notice as soon as is reasonably practicable. The Agreement applies to and binds the permitted successors and assigns of the parties.

11.4   Force Majeure. Neither party will be in default or otherwise liable for any delay in or failure of its performance under the Agreement if such delay or failure arises by any reason beyond its reasonable control, including any act of God or the common enemy or earthquakes, floods, fires, epidemics, riots, or failures or delays in transportation or communications (each, a "**Force Majeure Event**"). The parties will promptly inform and consult with each other as to any of the above causes which in their judgment may or could be the cause of a delay in the performance of the Agreement.

11.5   Injunctive Relief. Each party acknowledges and agrees that a breach or threatened breach by either party of any of its obligations under Sections 5 or 6 will cause immediate and irreparable harm to the non-breaching party for which monetary damages may not constitute an adequate remedy. Accordingly, the breaching party acknowledges and agrees that the non-breaching party shall be entitled to injunctive relief for the breaching party's obligations herein, without the non-breaching party having to prove actual damages and without the posting of bond or other security. Such remedy shall not be deemed to be the exclusive remedy for the breaching party's breach of the Agreement but shall be in addition to all other remedies available to the non-breaching party at law or in equity.

11.6   U.S. Federal Government Customers. Provider provides the Subscription Services and Software, including related software and technology, for ultimate federal government end use solely in accordance with the following: Government technical data and software rights related to the Software include only those rights customarily provided to the public as defined in this End User Access Agreement. This customary commercial license is provided in accordance with Federal Acquisition Regulation ("FAR") FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, Defense FAR Supplement ("DFARS") DFARS 252.227-7015 (Technical Data-Commercial Items) and DFARS 227.7202-03 (Rights in Commercial Computer Software or Computer Software Documentation). Customer agrees that Zeuscale meets the definition of "commercial item" in FAR 2.101 and that all Zeuscale components were

developed exclusively at private expense. If a government agency has a need for rights not conveyed under these terms, it must negotiate with Provider to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable contract or agreement.

11.7 **Third Party Beneficiaries**. Provider, its affiliates and licensors may be third party beneficiaries of the Agreement. No other third party, including without limitation Customer's addition of third parties as users, is intended to be a beneficiary of the Agreement entitled to enforce its terms directly.

11.8 **Third Party Terms**. "**Third Party Software**" means components of the Software which are licensed from third parties ("**Third Party Providers**"). "**Third Party Terms**" means those terms and conditions between Third Party Providers and Provider applicable to Third Party Software. In the event Third Party Terms are changed by Third Party Providers, as the case may be from time to time, Customer may be required to accept additional terms upon login and access to the Software, or otherwise as Provider requires. If Customer determines the Third-Party Terms have an adverse impact, and as a result do not consent, Customer SHOULD NOT access or use the Software.

11.9 **General**. The Agreement supersedes all previous discussions, negotiations, understandings, and agreements between the parties with respect to its subject matter. No oral statements or material not specifically incorporated herein will be of any force and effect. No changes in or additions to this Agreement will be recognized unless incorporated herein by amendment and signed by duly authorized representatives of both parties. The application of Customer's general terms and conditions in any general vendor acknowledgement or Customer's other general purchasing conditions are hereby expressly excluded and objected to by Provider. This End User Agreement shall apply and supersede the pre-printed terms and conditions of any form submitted, in electronic format or otherwise, by either party. The Agreement will not be construed against either party as the purported drafter. The waiver by either party of a breach or violation of any provision of the Agreement will not operate as, or be construed to be, a waiver of any subsequent breach of the same or any other provision hereof. In the event any provision of the Agreement is held to be unenforceable for any reason, the unenforceability thereof will not affect the remainder of the Agreement, which will remain in full force and effect and enforceable in accordance with its terms. With respect to any unenforceable provision, the applicable arbitrator or court shall deem the provision modified to the extent necessary, in such adjudicator's opinion, to render such term or provision enforceable, and the rights and obligations of the parties will be construed and enforced accordingly, preserving to the fullest permissible extent the intent and

agreements of the parties set forth herein. Headings in this Agreement shall not be used to interpret or construe its provisions. The following order of precedence will be followed in resolving any inconsistencies between the terms of this Agreement and the terms of any Orders, exhibits, statements of work, or other documents: first, the Sections 1 - 11 in of this End User Access Agreement, including any referenced URLs (which may give priority to Orders for certain purposes); second, terms contained in an Order; and third, the terms of any other documents referenced in any of the foregoing.

12.0 Modifications. Provider may modify this Agreement (including any Policies) at any time by posting a revised version on the Applied Information Sciences Site or by otherwise notifying Customer in accordance with Section 11.1. The modified terms will become effective upon posting or, if Provider notifies Customer by email, as stated in the email message. By continuing to use the Subscription Service after the effective date of any modifications to this Agreement, Customer agrees to be bound by the modified terms. It is Customer's responsibility to check the Applied Information Sciences Site regularly for modifications to this Agreement. Provider last modified this Agreement on the date listed at the end of this Agreement.

DATE LAST MODIFIED: February 14, 2022