Second Front

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Wilmington, DE 19806

Second Front Systems, Inc. – Game Warden Platform
LICENSE AND SERVICES AGREEMENT

THIS LICENSE AND SERVICES AGREEMENT ("**Agreement**") governs access to and use of the Second Front Systems, Inc. (the "**Company**") proprietary software, software components, and hosted platforms, each as defined in one or more platform orders executed by the Company. For the purposes of this Agreement, the term "Customer" refers to the entity or organization contracting for access to and use of the Platform by execution of an Order (each, a "**Platform Order**"), and also governs the provision of certain deliverables and other services ("**Services")**, which may include the implementation, configuration or other professional services related to the Platform ("**Professional Services**") , as described in a Platform Order or one or more Statements of Work for Professional Services executed hereunder (each, a "**Statement of Work or SOW**") including, without limitation (i) the Company's hosted "*Game Warden*™" platform designed to assist customers in receiving and maintaining an Authority To Operate ("**ATO**") within US Government environments, and (ii) related components and applications including, without limitation, "*Game Warden Workshop*™", "*Frontier*™", and others that may be described under a Platform Order (with (i) and (ii) above collectively referred to herein as, the "**Platform**").

If you are an entity, organization or individual that has been authorized and invited by a Customer to access and use the Platform (each as further defined in Section 12, an "**End User**"), then this Agreement and the Platform Terms of Use (as defined below) govern your access and use of the Platform. The Company and the Customer are sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties**".

If you have already executed or execute a separate License and Services Agreement with the Company related to the Platform or Services that is still in effect (a "**Separate Agreement**") then: (i) supplemental terms in the Separate Agreement will also apply, and (ii) in the event of any conflict between the terms of the Separate Agreement and this Agreement, the Separate Agreement will control.

IF YOU OR THE CUSTOMER HAS NOT EXECUTED A PLATFORM ORDER FOR USE OR ACCESS TO THE PLATFORM OR IF THE PLATFORM ORDER EXECUTED BY THE CUSTOMER WITH RESPECT TO WHICH YOU ARE ACCESSING THE PLATFORM IS NOT CURRENT OR VALID ORDER IN PLACE WITH THE COMPANY, THEN YOU ARE NOT AUTHORIZED TO USE THE PLATFORM.

1. License Terms

1.1 *License*. Subject to the terms hereof, including Customer's timely payment of all Fees, Company grants Customer a limited, non-exclusive, non-sublicensable, non-transferrable, non-assignable license during the Term to (a) access and use, and permit End Users to access and use the Platform solely in accordance with the terms of this Agreement and the applicable Platform Order, and (b) use the Documentation solely in connection with Customer's access and use of the Platform. End Users may access and use the Platform only in accordance with the terms of this Agreement. For On-Prem Components, Customer is only permitted to (i) install, execute and run that number of copies of the On-Prem Components as may be specified in the applicable Platform Order, (ii) use, and allow its authorized End Users to use, the On-Prem Components in machine readable object code form only, and (iii) use the On-Prem Components solely in connection with Customer's use of the related Hosted

Components. Customer and End Users shall not remove or modify any copyright notices of Company or its licensors appearing in or on the Platform or any Documentation.

1.2 *Availability; Support*. Company shall provide access to the Hosted Components, and technical support for Customer, in accordance with the Company Service Level Agreement attached hereto as Exhibit A.

1.3 *Safeguards*. Company shall employ industry standard administrative, physical and technical safeguards within the Hosted Components designed to prevent access to and disclosure of Customer's Content in breach of this Agreement ("**Security Incident**"), and any additional information security standards set forth in an applicable Platform Order specific to Customer's environment. In the event of a Security Incident, Company shall promptly notify Customer following discovery of such Security Incident. Customer consents to the storage of Customer Content in, and transfer of Customer Content into, the Platform. The Company will not access or use Customer Content except as necessary to maintain or provide capabilities, functionality, or services to Customer as part of the Platform or any related services, or as necessary to comply with the law or a binding order of a governmental body.

1.4 *End Users*. Customer will be deemed to have taken any action that Customer permits, assists or facilitates any person or entity to take related to this Agreement, Customer's Content or use of the Platform. Customer is responsible for each End Users' use of Customer's Content and the Platform. Customer will ensure that all End Users comply with Customer's obligations under this Agreement and that the terms of Customer's agreement with each End User are consistent with this Agreement and the Platform Terms of Use attached hereto as Exhibit B. If Customer becomes aware of any violation of this Agreement caused by an End User, Customer will immediately suspend the End User's access to Customer's Content and the Platform. Company does not, and is not obligated to, provide any support or services to End Users unless Company has a separate agreement with Customer or an End User obligating the Company to provide such support or services.

1.5 *Restrictions*. Customer shall not, and shall not allow or permit any End Users to (or attempt to): (a) modify, alter, tamper with, or otherwise create derivative works of the Platform; (b) except to the extent that such restriction is prohibited by Applicable Law, reverse engineer, disassemble, or decompile the Platform or apply any other process or procedure to derive the source code of any software included in the Platform; (c) access or use the Platform in a way intended to avoid incurring fees or exceeding usage limits set forth in the applicable Platform Order; (d) resell or sublicense the Platform; (e) work around any technical limitations in the Platform; (f) engage in any activity that materially interferes with or disrupts the Platform; (g) perform, or release the results of, benchmark tests or other comparisons of the Platform with other programs or services; (h) use the Platform or any Company Confidential Information to develop, create or provide, or otherwise develop, create or provide, any platform or services that compete with the Platform; (i) decode any passwords or encrypted license or installation keys that have been provided to Customer by Company in order to enable the execution of the Platform or On-Prem Components on unauthorized equipment; (j) remove or amend any copyright notices, trade-marks, or any other proprietary legends and/or logos of the Company or its licensors appearing on or in the Platform or the Documentation, or (k) access or use the Platform for any unlawful or tortious purpose. Company may implement changes, modifications, or enhancements to the Platform from time to time, including changes to features or functionality of the Platform.

1.6 *Third Party Services; Third Party Content.* The Platform may link to, or otherwise enable End Users to access and use (a) content, data, information or materials through third party databases, resources or

websites ("**Third Party Content**"), and (b) software and/or services made available by third parties ("**Third Party Services**"). Company does not control Third Party Content or Third Party Services, and Company is not responsible for Third Party Content or Third Party Services, including any lack of accuracy, availability, completeness, reliability, security, substance or timeliness of Third Party Content or Third Party Services. Access to and use of Third Party Content and Third Party Services may be subject to certain additional limitations required by Company's third party vendors, as provided to Customer from time to time.

1.7 *Recommendations*. From time to time, the Company or the Platform may provide or implement recommendations to or for Customer based on an analysis of Customer's Content including, without limitation, with respect to the configuration or implementation of hardened containers (regardless of whether configured by Customer, the Company or the Platform) in response to and intended to satisfy ATO or US Government guidance or requirements (collectively, "**Recommendations**"). Customer may also authorize or request that the Platform perform autonomous actions on behalf of Customer ("**Autonomous Actions**"). Company is not responsible for, and expressly disclaims any liability arising from (i) any actions that Customer or any End User undertakes or fails to undertake as a result of the Recommendations, (ii) any Autonomous Actions, and (iii) any matter to the extent arising out of use or reliance on any US Government guidance or requirements. Reliance by Customer on the Recommendations or Autonomous Actions is at Customer's sole risk.

1.8 *Publicity*. Each Party hereby grants the other Party a non-exclusive, non-transferable license to use the first Party's name, trademarks, service marks, and related logos (the "**Marks**") in connection with describing, promoting, publicizing, or marketing Customer's use of the Platform under this Agreement, subject to (i) compliance with the licensing Party's trademark usage guidelines and requirements, and (ii) the licensing Party's prior review and approval of the use of its Marks. Each Party acknowledges (x) the licensing Party's exclusive ownership of such Party's Marks and agrees not to claim any right, title or interest in or to the licensing Party's Marks, or to apply for registration or register any of the licensing Party's Marks in any jurisdiction, and (y) that all goodwill created or otherwise associated with the licensing Party's Marks during or following the term of this Agreement shall accrue directly to the benefit of the licensing Party and shall be the sole and exclusive property of the licensing Party.

2. Proprietary Rights

2.1 *Ownership of the Platform; Feedback*. As between Customer and Company, the parties agree that Company or its licensors own and shall own all right, title, and interest in and to the Platform and Documentation. All enhancements, improvements, and modifications to and derivative works of the Platform shall be the sole and exclusive property of Company, and Customer hereby assigns to Company all of its rights in such enhancements, improvements, modifications and derivative works.

2.2 *Feedback*. If Customer or any End User provides any Feedback to Company, Company will own all right, title, and interest in and to the Feedback, and Company may use such Feedback at its discretion without the consent of or payment to Customer or any End User, with ownership of any derivative Products or Services residing with Company.

3. Customer's Responsibilities

3.1 *Customer's Content*. Subject to the license granted in this Section 3.1, as between Customer and Company, Customer or its licensors own and shall own all right, title, and interest in and to Customer's Content. Customer grants Company a limited, non-exclusive, non-sublicensable, non-transferable license

during the Term to reproduce, prepare derivative works of, distribute, perform, display and otherwise use Customer's Content to perform Company's obligations under this Agreement. Customer is solely responsible for the accuracy, completeness, and legality of all Customer Content and for securing all rights, consents, and permissions for Company to use the Customer Content as authorized herein. Further, Customer is solely responsible for the development, content, operation, maintenance, and use of Customer's Content, including for the technical operation of Customer's Content. Customer represents and warrants to Company that: (a) Customer has all rights in Customer's Content necessary to grant the license to Company set forth in this Section 3.1; and (b) none of Customer's Content or Customer's or any End Users' use of Customer's Content in connection with the Platform will violate (i) any agreement, contract or commitment of Customer, or (ii) the Intellectual Property Rights or other rights of any third party.

3.2 *Technical Requirements*. Customer is responsible for obtaining and maintaining, at Customer's expense, all third-party software, hardware, network access, telecommunications and other services and equipment necessary for Customer to access and use the Platform ("**Infrastructure**") and for ensuring that all such Infrastructure meets the minimum requirements applicable to such Infrastructure set forth in the Documentation and/or the Platform Order(s).

3.3 *Technical Assumptions*. Customer acknowledges and agrees that the Fees presented in any Platform Order, and (ii) the scope, description, and anticipated delivery timelines for any Professional Services, are in each case calculated and based upon information, technical data, technical artifacts, configuration requirements, networking requirements, specifications and materials provided by Customer including those identified on the Technical Artifacts documentation available at https://helpcenter.gamewarden.io/implementation/getting_started/technical-artifacts/ (collectively, the "***Technical Artifacts***"). Customer agrees to use its best efforts to ensure that all Technical Artifacts provided to the Company are accurate, complete, and do not fail to state any material information that may impact the Fees, Professional Services, or use or operation of the Platform. In the event that any Technical Artifacts are inaccurate, incomplete, changed, or modified, the Company shall have the right to make an equitable adjustment in the Fees, Professional Services, and delivery and implementation timelines, and Customer acknowledges and agrees that the completion of any Professional Services may be delayed.

3.4 *Customer Account*. To access the Platform, Customer must have a Company authorized account associated with Customer, as described in the applicable Platform Order, having valid and current contact information, payment information, and Customer registration information (an " **Account**").

3.5 *Account Management*. Customer shall provision a unique username, password or other access credentials for each End User to access and use of the Platform ("**Access Credentials**"). Access Credentials are solely for use by Customer and its End Users. Customer is responsible for the confidentiality and for all access and use of the Platform using any Access Credentials. Company shall have no responsibility for Customer's or End Users' loss or misuse of any Access Credentials. Customer shall monitor each End User's access to and use of the Platform. Customer shall assign a system administrator for Customer's Account management and provide Company with all relevant contact information for the system administrator.

3.6 *Account Activities*. Except to the extent caused by Company's breach of this Agreement, (a) Customer is responsible for all activities that occur under Customer's Account, regardless of whether the activities are authorized by Customer or undertaken by Customer, its employees or a third party

(including Customer's contractors, agents or End Users), and (b) Company and its affiliates are not responsible for unauthorized access to your Account.

3.7 *Compliance with Applicable Laws*. Customer shall be solely responsible for its compliance with Applicable Laws governing Customer's and End Users' access to or use of the Platform, including Applicable Laws governing (a) export control and transfer of information into or out of the United States, the European Union and other jurisdictions, and (b) privacy and data security.

4. Professional Services

4.1 *Professional Services Engagements*. During the Term (but excluding the Wind Down Term), Customer may request Company Professional Services, which may include provision of certain deliverables, and other Services related to the Platform. The scope of the Services will be specified in (i) the applicable Platform Order, or (ii) one or more Statement(s) of Work (SOW(s)) executed between the Company and the Customer. When executed by the Parties, each SOW shall form a part of this Agreement and be subject to the terms and conditions set forth herein. Each SOW will describe (a) the Services to be performed and any related deliverables, documentation or other material to be provided by Company, and (b) the anticipated delivery date(s) and Fees for the Services.

4.2 *General Developments*. In the event that Company (alone or jointly with others) develops any Intellectual Property in the course of performing the Services relating to the Platform or Documentation ("**General Developments**"), Company shall be the sole and exclusive owner of all right, title and interest in and to the General Developments and all Intellectual Property Rights therein. Customer hereby assigns and agrees to assign to Company all right, title and interest in and to the General Developments and all Intellectual Property Rights therein.

5. Fees and Payment Terms

5.1 *Fees*. The Customer shall pay the Company as follows: (a) for subscriptions for the Platform, in subscription fees the amounts set forth in the applicable Platform Order, (b) for any Services, services fees in the amounts set forth in the applicable Platform Order or SOW, and (c) in connection with use of the Platform, reimbursement of all third party hosting, computing or usage charges incurred in connection with Customer's use of the Platform (with (a), (b) and (c) collectively referred to herein as, the "**Fees**"). The Fees do not include any customizations to any Service. Unless otherwise specified in the Platform Order(s) or applicable SOW(s), all Fees are due within thirty (30) days of the date of Company's invoice therefore. All amounts payable under this Agreement will be made without setoff or counterclaim, and without any deduction or withholding. All late payments are subject to late fees charged as interest at the rate of 1.5% per month or the highest rate permitted by law, if less.

5.2 *Taxes*. All Fees are exclusive of applicable taxes and duties, including VAT and applicable sales, use or excise taxes. Customer shall provide any information that Company reasonably requests to determine whether Company is obligated to collect VAT from Customer, including Customer's VAT identification number. If Customer is legally entitled to an exemption from any sales, use, or similar transaction tax, Customer is responsible for providing Company with legally-sufficient tax exemption certificates for each taxing jurisdiction. Company shall apply the tax exemption certificates to charges under a Customer Account only after Company receives valid and proper tax exemption certificates. If any deduction or withholding is required by Applicable Law, Customer shall notify Company and shall pay Company any additional amounts necessary to ensure that the net amount that Company receives,

after any deduction and withholding, equals the amount Company would have received if no deduction or withholding had been required. Additionally, Customer shall provide Company with documentation showing that the withheld and deducted amounts have been paid to the relevant taxing authority.

5.3 *Audits*. Customer shall maintain records related to use of the Platform (including, without limitation, all On-Prem Components) and Documentation and compliance with the terms of this Agreement for a minimum of one (1) calendar year after the termination of this Agreement. Such records shall be (i) made available and provided to the Company upon request, and (ii) be available at their place of keeping for inspection by the Company and its representative for the purposes of verifying Customer's compliance with the terms hereof and the payment of amounts paid or owing to Company. Customer will permit the Company and its representatives to review Customer's relevant records and inspect Customer's facilities to ensure compliance with this Agreement. The Company will give Customer at least ten (10) days advance notice of any such inspection and will conduct the same during normal business hours in a manner that does not unreasonably interfere with Customer's normal operations. If any such audit discovers any underpayment of Fees, Customer shall promptly pay the Company the underpaid amount, together with interest thereon at the rate of eight percent (8%) per annum. If the underpaid amount exceeds five percent (5%) of Fees actually paid during the audited period, Customer shall also pay or reimburse the Company for the Company's expenses associated with such audit.

6. Term; Termination

6.1 *Term*. The term of this Agreement with respect to each Platform Order or SOW will commence on the "order start date" stated in the Platform Order or SOW (the "**Order Start Date**") and, unless earlier terminated by either Party in accordance with Section 6.2, 6.3 or 6.4 below, will remain in effect until the later of (a) the expiration of the Subscription Term for the Platform, and (b) completion of all Professional Services (together with the Wind Down Term (if any), the "**Term**"). The initial term of the subscription for the Platform shall be specified in the applicable Platform Order (the "**Initial Subscription Term**"). After the expiration of the Initial Subscription Term, the subscription for the Platform shall automatically renew for successive subscription terms, each equal in duration to the Initial Subscription Term (each, a "**Renewal Term**", together with the Initial Subscription Term, the "**Subscription Term**"); unless either Party provides the other Party written notice of its intention not to renew the subscription to the Platform at least ninety (90) days prior to the expiration of the applicable Initial Subscription Term or Renewal Term. The Company shall have the right to increase the Fees effective at the commencement of each Renewal Term upon written notice to Customer provided at least sixty (60) days' prior to the commencement of each Renewal Term.

6.2 *Termination for Cause*. Either Party may terminate this Agreement, any Platform Order, or any SOW upon thirty (30) days' prior written notice to the other Party if the other Party materially breaches this Agreement (or the applicable Platform Order or SOW), unless the other Party has cured the material breach within the thirty (30) day notice period or such other time as the Parties shall agree in writing. In addition, Company may terminate this Agreement immediately upon notice to Customer if necessary to comply with Applicable Law.

6.3 *Termination for Bankruptcy or Insolvency*. If permitted by Applicable Law, either Party may terminate this Agreement immediately upon written notice to the other Party if the other Party becomes insolvent, makes a general assignment for the benefit of creditors, or files a voluntary petition in bankruptcy or for reorganization or arrangement under the bankruptcy laws, or if a petition in bankruptcy is filed against such other Party and is not dismissed within sixty (60) days after the filing, or if a receiver or trustee is appointed for all or any part of the property or assets of the other Party.

6.4 *Effect of Termination; Transition*.

(a) *Generally*. Upon any expiration or termination of this Agreement, any Platform Order, or SOW: (i) all rights granted to Customer under this Agreement and the applicable Platform Order or SOW shall immediately terminate; and (ii) Customer shall promptly return or, if instructed by Company, destroy all of Company's Confidential Information in Customer's possession or control. After expiration or termination of this Agreement any Platform Order or SOW, Customer shall remain responsible for all Fees that Customer has incurred through the date of termination and, in the case of Platform Orders other than in the case of termination by Customer under Section 6.2 due to an uncured material breach by the Company, that Customer would have incurred for the unexpired portion of the Subscription Term. Except in the case of termination by Customer under Section 6.2 due to an uncured material breach by the Company, the Customer shall not be entitled to any refund or credit of any pre-paid fees or charges. The provisions of Section 1.5, 2 through 5, 6.3, 8.2, 9, 10, and 11 shall survive the expiration or any termination of this Agreement. Company may (in its discretion) delete all Customer's Content in its possession or control thirty (30) days after the expiration or termination of this Agreement. Notwithstanding anything in this Agreement to the contrary, (i) neither Party shall be required to dispose of Confidential Information held electronically in archive or back-up systems in accordance with their respective archiving or back-up policies, and (ii) each Party may retain a copy of any Confidential Information that it must retain to comply with its record retention policies or any applicable law or regulation, provided, that in each case such information shall remain subject to this Agreement and such Party shall not retain any Confidential Information beyond the period required by its archiving or back-up policies, record retention policies or any applicable law or regulation. Expiration or termination of this Agreement shall not act as a waiver of any breach of this Agreement and shall not act as a release of either Party from any liability for breach of such Party's obligations under this Agreement. Neither Party shall be liable to the other for damages of any kind solely as a result of terminating this Agreement in accordance with its terms, and termination of this Agreement by a Party shall be without prejudice to any other right or remedy of such Party under this Agreement or Applicable Law.

(b) *Wind Down*. Subject to the provisions of this Section 6.4(b), and except in the case of either (i) termination by the Company for cause pursuant to Section 6.2 and provided that Customer has made a written request at least thirty (30) days prior to the expiration or termination of the Subscription Term. Customer shall continue to have the right to use the Platform during the Wind Down Term; provided that Customer pays all Fees therefore during such Wind Down Term at the same rate that Customer was obligated to pay for the subscription for the Platform immediately prior to beginning the Wind Down Term. The terms of this Agreement will continue to apply during the Wind Down Term. Customer shall remain responsible for all Fees incurred during the Wind Down Term. Provided that Company does not terminate this Agreement in accordance with Section 6.2, during the Wind Down Term Company shall assist Customer to migrate Customer's Content to Customer or a successor third party provider, if requested by Customer, at Company's standard rates of such services.

6.5 Temporary Suspension.

(a) *Generally*. The Company may suspend Customer's or any End User's right to access or use any portion or all of the Platform immediately upon notice to Customer if the Company determines:

(i) Customer's or an End User's use of the Platform (i) poses a security risk to the Platform or any third party, (ii) could adversely impact the Company's systems, the Platform or the systems or content of any other Company customer, (iii) could subject the Company, its affiliates, or any

third party to liability, or (iv) could be fraudulent;

(ii) Customer or any End User is in material breach of this Agreement;

(iii) Customer is in breach of its payment obligations under Section 5; or

(iv) Customer has ceased to operate in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution or similar proceeding.

(b) *Effect of Suspension*. If the Company suspends Customer's or any End User's right to access or use any portion or all of the Platform:

(i) Customer remains responsible for all fees and charges incurred during the period of suspension; and

(i) Customer will not be entitled to any service credits under the Service Level Agreement for any period of suspension.

7. Indemnification

7.1 *By Company*. Company shall indemnify, defend and hold harmless Customer and its employees, officers, directors, and representatives ("**Customer Indemnitees**") from and against any and all claims, damages, costs, expenses (including attorneys' fees and court costs) and liabilities (including settlements) ("**Claims**") brought or asserted by any third party against any Customer Indemnitee alleging that the use of the Platform (excluding any Third Party Content or Third Party Services), as authorized pursuant to the terms of this Agreement, infringes a copyright or U.S. patent issued as of the Effective Date; provided that Customer: (a) promptly gives written notice of the Claim to Company (provided that any failure to give such notice will not relieve Company of its indemnification obligations unless, and only to the extent that, Company is prejudiced by such failure); (b) gives Company sole control of the defense and settlement of the Claim (provided that Company may not settle any Claim unless such settlement unconditionally releases Customer Indemnitees of all liability in connection with such Claim); and (c) provides to Company, at Company's cost, reasonable assistance in connection with such Claim. The Customer Indemnitee may participate, at its own expense, in the defense of any such Claim through counsel of its own choosing. Company shall not be required to indemnify, defend, or hold harmless any Customer Indemnitee to the extent that any Claim arose out of or resulted from: (i) use of the Platform in a manner inconsistent with the Documentation or this Agreement; (ii) continuation of the allegedly infringing activities by Customer after being provided with a modification to the Platform by Company that would have avoided the alleged infringement; or (iii) use of the Platform in combination with any Third Party Content, Third Party Service, or any other product or service not provided by the Company. If the Platform becomes (or in Company's reasonable opinion is likely to become) the subject of an infringement claim, Company shall have the right, at its sole option, to obtain for Customer the right to continue to access and use the Platform or to replace or modify the Platform so that it is no longer infringing. If Company determines, in its reasonable discretion, that neither of the foregoing options is commercially reasonable, then Company may, upon written notice to Customer, terminate this Agreement and refund to Customer any unused prepaid Fees paid by Customer for access to and use of the Platform following termination of the Agreement. THE FOREGOING STATES THE ENTIRE REMEDY OF CUSTOMER AND THE SOLE OBLIGATION OF COMPANY WITH RESPECT TO INFRINGEMENT CLAIMS.

7.2 *By Customer*. Customer shall indemnify, defend and hold harmless Company and its employees, officers, directors, and representatives ("**Company Indemnitees**") from and against any and all Claims brought or asserted by any third party against any Company Indemnitee related to, resulting from, or arising out of: (a) Customer's Content; or (b) any violation by Customer or End User of this Agreement or any Applicable Laws; provided that Company: (a) promptly gives written notice of the Claim to Customer (provided that any failure to give such notice will not relieve Customer of its indemnification obligations unless, and only to the extent that, Customer is prejudiced by such failure); (b) gives Company sole control of the defense and settlement of the Claim (provided that Customer may not settle any Claim unless such settlement unconditionally releases Company Indemnitees of all liability in connection with such Claim); and (c) provides to Customer, at Customer's cost, all reasonable assistance in connection with such Claim. The Company Indemnitee may participate, at its own expense, in the defense of any such Claim through counsel of its own choosing.

8. Warranty and Disclaimers

8.1 *Warranty*. Company warrants that during the Term (a) the Platform shall perform substantially in accordance with the then-current applicable Documentation, and (b) the Services shall be provided to Customer in a professional manner consistent with standard industry practices. As Customer's exclusive remedy and Company's sole liability for breach of the warranty set forth in this Section 8.1, Company shall use commercially reasonable efforts to correct the non-conforming portion of the Platform at no additional charge to Customer, and, if Company is unable to correct such deficiencies after commercially reasonable efforts, Company may, upon written notice to Customer, terminate this Agreement and refund to Customer any unused prepaid Fees paid by Customer for access to and use of the Platform following termination of the Agreement.

8.2 *Disclaimers*. EXCEPT AS SET FORTH IN THIS AGREEMENT AND TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, (A) THE PLATFORM, DOCUMENTATION, RECOMMENDATIONS, AUTONOMOUS ACTIONS, AND SERVICES ARE PROVIDED TO CUSTOMER "AS IS" AND COMPANY AND ITS LICENSORS MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE REGARDING THE PLATFORM, DOCUMENTATION, RECOMMENDATIONS, AUTONOMOUS ACTIONS, OR SERVICES, AND (B) COMPANY AND ITS LICENSORS DISCLAIM ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING OR USAGE OF TRADE. THE COMPANY EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES WITH RESPECT TO ANY AND ALL THIRD PARTY CONTENT AND THIRD PARTY SERVICES.

9. Limitations of Liability

To the extent not prohibited by Applicable Law and notwithstanding any failure of essential purpose: (a) in no event shall either Party be liable for any damages for loss of profits, loss of business, loss of use or data, or interruption of business, or for any indirect, special, incidental, punitive, or consequential damages of any kind or other economic loss arising from or relating to this Agreement, even if such Party has been advised of the possibility of such damages, however caused, and (b) notwithstanding anything in this Agreement to the contrary, each Party's entire liability arising from or relating to this Agreement or the subject matter thereof, under any legal theory (whether in contract, tort, indemnity or otherwise) will be limited in each instance to the amount of actual damages incurred by that Party, provided, however, that

in no event shall the Company's aggregate liability exceed the Fees paid or payable by Customer to Company under this Agreement with respect to the twelve (12) month period prior to the date the first claim giving rise to such liability arose (or, if such first claim arose during the initial twelve (12) months of the Term, the Fees paid or payable by Customer with respect to the initial twelve (12) months of the Term).

In no event shall Company be liable for any direct or indirect damages arising out of or resulting from: (i) any Customer Content, Recommendations, Autonomous Actions, Third Party Content, or Third Party Services, (ii) any matter arising out of or resulting from the use, implementation, or reliance on any US Government guidance or requirements, or (iii) claims made a subject of a legal proceeding against Company more than two years after any such cause of action first arose.

10. Confidentiality

10.1 *Confidential Information*. For purposes of this Agreement, "**Confidential Information**" means all data, information or material that a Party ("**Discloser**") or any of its representatives has disclosed or otherwise made available to the other Party ("**Recipient**") or any of its representatives, or which Recipient has observed or otherwise obtained from Discloser, whether made available orally, in writing or in electronic format, provided that such information, data or materials (a) is marked as "proprietary" or "confidential" at the time of disclosure, (b) if disclosed in a form not susceptible to marking, is described and designated as "proprietary" or "confidential" in a writing provided to Recipient within thirty (30) days of such disclosure, or (c) should reasonably be deemed confidential under the circumstances. "**Confidential Information**" also includes the terms and conditions of this Agreement. The Platform including without limitation, the Documentation and the specific design, structure and logic of individual software programs and tools, their interactions both internal and external, and the programming techniques employed therein are considered confidential and trade secrets of the Company and shall be Confidential Information of Company, and Customer's Content shall be Confidential Information of Customer.

10.2 *Use and Disclosure Restrictions*. Recipient shall not use any Confidential Information of Discloser for any purpose other than as required to exercise its rights and perform its obligations under this Agreement (the "**Purpose**"). Except to the extent expressly permitted by this Agreement or by Discloser in writing, Recipient shall hold all Confidential Information of Discloser in strict confidence and shall not publish, disseminate or otherwise disclose, or permit or facilitate the disclosure of, any Confidential Information to any third party. Recipient may disclose the Confidential Information only to its employees, officers, agents and representatives who have a need to know such information to carry out the Purpose and are bound in writing or under Applicable Law by restrictions regarding use and disclosure of such information comparable to, and in no event less restrictive than, those set forth in this Agreement. Recipient shall be responsible for all acts and omissions by its employees, officers, agents and representatives as if such acts or omissions were acts or omissions of Recipient. Any copy, extract, portion or derivative of any Confidential Information of Discloser shall be identified by Recipient as belonging to Discloser and prominently marked "proprietary" or "confidential."

10.3 *Exclusions*. The foregoing restrictions on disclosure and use shall not apply with respect to any Confidential Information that: (a) was or becomes publicly known through no fault of Recipient; (b) was known by Recipient before receipt from Discloser, as evidenced by Recipient's contemporaneous written records; (c) becomes known to Recipient without confidential or proprietary restriction from a source other than Discloser that does not owe a duty of confidentiality to Discloser with respect to such Confidential Information; or (d) is independently developed by Recipient without the use of the

Confidential Information of Discloser. In addition, Recipient may use or disclose Confidential Information to the extent (i) approved by Discloser, or (ii) Recipient is legally compelled to disclose such Confidential Information, provided, however, that prior to any such compelled disclosure, to the extent not prohibited, Recipient notifies Discloser of such disclosure, and Recipient shall cooperate fully with Discloser in protecting against any such disclosure and/or obtaining a protective order narrowing the scope of such disclosure and/or use of the Confidential Information.

10.4 *Equitable Relief*. Each Party acknowledges and agrees that, due to the unique nature of Confidential Information, there can be no adequate remedy at law to compensate Discloser for the breach of any provision of this Section 10; that any such breach shall allow Recipient or third parties to compete unfairly with Discloser resulting in irreparable harm to Recipient that would be difficult to measure; and, therefore, that upon any such breach or threat thereof, Discloser shall be entitled to seek injunctive and other appropriate equitable relief (without the necessity of proving actual damages), in addition to whatever remedies it may have at law.

11. Miscellaneous

11.1 *Force Majeure*. Notwithstanding any other provision herein, Company shall not be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond our reasonable control, including acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, pandemic, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war, or acts of the Customer or a third party under the direction of the Customer.

11.2 *Independent Contractors*. Company and Customer are independent contractors, and neither Party, nor any of their respective Affiliates, is an agent of the other for any purpose or has the authority to bind the other.

11.3 *No Third Party Beneficiaries*. This Agreement does not create any third party beneficiary rights in any individual or entity that is not a party to this Agreement.

11.4 *U.S. Government Rights*. All software and any technical data contained in the Platform or results of the Services are "commercial items," as defined in 48 C.F.R. §2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. §12.212. The use, duplication, reproduction, release, modification, disclosure or transfer of the Platform or results of the Services, and any data relating thereto or derived therefrom, is restricted in accordance with 48 C.F.R. §12.211, 48 C.F.R. §12.212, 48 C.F.R. §227.7102-2, and 48 C.F.R. §227.7202, as applicable. This is in lieu of, and supersedes, any Federal Acquisition Regulations ("**FAR**"), the Defense FAR Supplement ("**DFARS**"), or other agency supplemental clause or provision that addresses government rights in computer software or technical data.

11.5 *Import and Export Compliance*. In connection with this Agreement, each Party shall comply with all applicable import, re-import, export, and re-export control laws and regulations, including the Export Administration Regulations, the International Traffic in Arms Regulations, and country-specific economic sanctions programs implemented by the Office of Foreign Assets Control. For clarity, Customer is solely responsible for compliance related to the manner in which Customer chooses to use the Platform, including Customer's transfer and processing of Customer's Content and the provision of Customer's Content to End Users.

11.6 *Notices*. All notices, consents, demands and requests required or permitted to be given under this Agreement, and Platform Order or SOW shall be given in writing and addressed to the Party to whom the notice is to be given at the address set forth in the applicable Platform Order or SOW or at such other address as shall be given by either Party to the other in writing. Such notice shall be deemed to have been given or made when received. Any notice or demand required or allowed under this Agreement shall be in writing and shall be delivered by: (a) registered or certified mail, return receipt requested; (b) personal delivery by a reputable delivery service with signature required therefor or refusal noted thereon; (c) facsimile if the notice address includes a facsimile number with hard copy to follow by delivery by method (a), (b), or (e) of this Section; (d) electronic mail if the notice address includes an electronic mail address; or (e) overnight delivery such as Federal Express or other similarly reputable carrier. Notice given by counsel to a Party shall be considered notice given by a Party. Any notice or demand shall be deemed to have been given upon actual delivery (or refusal of delivery). Any Party may change its address for notices under this Agreement by giving written notice to the other Party in accordance with this Section 11.6.

11.7 *Assignment*. Customer may not assign this Agreement, and Platform Order or SOW, in whole or part, whether voluntarily, by operation of law or otherwise, without Company's prior written consent. Any assignment or transfer in violation of this Section 11.7 will be null and void. Subject to the foregoing, this Agreement will be binding upon, and inure to the benefit of the parties and their respective successors and assigns.

11.8 *No Waivers*. The failure by either Party to enforce any provision of this Agreement will not constitute a present or future waiver of such provision nor limit our right to enforce such provision at a later time. All waivers by either Party must be in writing to be effective. No waiver by either Party of any rights arising from the breach hereof shall be construed as a continuing waiver, nor shall failure to assert a breach be deemed to waive that breach or any further breach. No waiver of any of the provisions or a breach hereof shall constitute a waiver of any other provision or other breach hereof.

11.9 *Severability*. If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect. Any invalid or unenforceable portions will be interpreted to effect and intent of the original portion. If such construction is not possible, the invalid or unenforceable portion will be severed from this Agreement but the rest of the Agreement will remain in full force and effect.

11.10 *Governing Law; Venue*. The laws of the Commonwealth of Virginia, without reference to conflict of law rules, shall govern any dispute arising out of this Agreement or the subject matter thereof between the Parties (excluding application of the Uniform Computer Information Transactions Act as enacted in the Commonwealth of Virginia). The United Nations Convention for the International Sale of Goods shall not apply to this Agreement.

11.11 *Dispute Resolution*. In connection with a dispute arising out of or relating to this Agreement, any Platform Order, or SOW the parties shall attempt in good faith to resolve such dispute promptly by negotiation through a representative from each party. Negotiations shall be commenced by written notice being delivered by a party to the other party that identifies the basis and details of such dispute. A representative from each party familiar with the circumstances surrounding the dispute shall meet within ten (10) business days after receipt of such notice, or such other date as may be mutually agreed, at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the dispute. If such representatives are unable to resolve a dispute within ten (10) business days after such meeting, the dispute shall be promptly

submitted to the appropriate officers of Customer and Company for resolution. If the dispute remains unresolved within five (5) days after submission to such persons, or remains unresolved within forty-five (45) business days after the receipt of the initial dispute notice, either party may resort to binding arbitration pursuant to JAMS Expedited Arbitration Procedures, before one (1) judge, or such other dispute resolution forum as mutually agreed in writing by authorized representatives of the parties. Nothing in this section is intended to restrict either Party's right to redress wrongs at law or equity. The referenced dispute resolution process shall not apply to emergency situations where the delay is likely to result in material damage to Customer or Company. The foregoing shall not prevent either party from seeking injunctive or equitable relief in any court of competent jurisdiction.

11.12 *Attorneys' Fees*. If any legal action, including, without limitation, an action for injunctive relief or an action to collect any Fees, is brought arising out this Agreement, and Platform Order, SOW or the subject matter thereof, the substantially prevailing party in any final judgment award, or the non-dismissing party in the event of a dismissal without prejudice, shall be entitled to the full amount of all reasonable expenses, including all court costs, arbitration fees and actual attorneys' fees paid or incurred in good faith in connection with such action.

11.13 *Entire Agreement*. This Agreement, together with any applicable Separate Agreement, Platform Orders and SOWs, constitutes the entire agreement between Customer and Company regarding the subject matter of this Agreement. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between Customer and Company, whether written or verbal, regarding the subject matter of this Agreement.

11.14 *Order of Precedence*. This Agreement shall be comprised of the following elements in the following order of precedence:

(1) The applicable Platform Order of Statement of Work (SOW) (including pricing section);
(2) the main body of this Agreement, as may be amended from time to time;
(3) Exhibit C, Standard Service Level Agreement; and
(4) Exhibit D, Platform Terms of Use.

11.15 *Amendments*. As the Company's business evolves, the Company may change this Agreement. If the Company makes a material change to this Agreement, the Company will provide Customer with reasonable notice prior to the change taking effect, either by emailing the email address associated with Customer's account or by messaging Customer through the Platform. Customer can review the most current version of this Agreement at any time by visiting this page and by visiting the most current versions of the other pages that are referenced herein. Any revised version of this Agreement will become effective on the date set forth in the notice, and all other changes will become effective upon posting of the change. If Customer (or any End User) accesses or uses the Platform after the effective date, that use will constitute Customer's and each End User's acceptance of any revised terms and conditions. Except as provided above, no amendment, modification, waiver or consent issued hereunder shall be binding or effective unless set forth in writing specifically referencing this Agreement and executed by both Parties.

12 Definitions

For the purposes of this Agreement, the following terms have the following meanings:

12.12 "**Affiliate**" of a Party means any entity that, directly or indirectly, through one or more

intermediaries, controls, is controlled by, or is under common control with a Party.

12.13 "**Applicable Law**" means, as to any Party, any law, rule or regulation or any judgment, decree, governmental permit, license, certificate of authority, or governmental order or approval that is applicable to such Party or the transactions contemplated hereunder.

12.14 "**Customer's Content**" or "**Customer Content**" means any Customer software, software application, content, information or data that Customer or an End User uploads to the Platform for processing, development, scanning, storage or hosting by the Platform using any Account.

12.15 "**Documentation**" means the developer guides, getting started guides, user guides, quick reference guides, and other technical and operations manuals and specifications for the Platform made available by Company to Customer hereunder, as such documentation may be updated by Company from time to time.

12.16 "**End User**" means any individual or entity that directly or indirectly through another user: (a) uploads, accesses or uses Customer's Content; or (b) otherwise accesses or uses the Platform under Customer's Account.

12.17 "**Feedback**" means any suggestions, requests, recommendations and other feedback, including suggested improvements, enhancements, modifications, or changes to the Platform that Customer or End Users provide to Company.

12.18 "**Hosted Components**" means those software applications and components that are hosted within environments controlled and managed by Company.

12.19 "**Intellectual Property**" means embodiments of any Intellectual Property Rights, whether in electronic, written or other media, including (a) works of authorship, (b) inventions, discoveries and improvements, (c) technical data, (d) user interfaces, test reports, bills of material, building instructions, lab notebooks, samples, tools, materials, and apparatuses, and (e) recordings, graphs, drawings, reports, analyses and other writings.

12.20 "**Intellectual Property Rights**" means all worldwide intellectual property rights, including rights in and to (a) patents and other governmental grants for the protection of inventions or industrial designs, (b) copyrights and moral rights, (c) trade secrets and know-how, (d) trademarks, trade names and service marks, (e) domain names, web addresses and other universal resource locator (URL) registrations, (f) rights of publicity, and (g) database rights.

12.21 "**On-Prem Components**" means those software applications or components that are designed for installation and use outside of the Company's hosted environments including, without limitation, components for the Company's proprietary "Frontier" software that may be deployed on Customer provided servers, drones, devices, vehicles, or computer equipment.

12.22 "**Platform Order**" means a Platform Order in the form agreed upon by the Parties, under which Customer licenses access to and use of the Platform. Each Platform Order will describe (i) the Platform use being accessed and any applicable limitations or requirements including any storage limitations or restrictions, (ii) the duration of the subscription, and (iii) applicable Fees

12.23 "**SOW**" or "**Statement of Work**" means a Statement of Work, in the form agreed upon by the

Parties, under which Company is engaged to provide Services to Customer. Each SOW will describe (i) the services being provided, (ii) the duration of such Services, and (iii) applicable Fees.

12.24 "**Wind Down Term**" means a period of sixty (60) days (unless extended by written agreement of the Parties) after the date of termination or expiration of this Agreement.

[END OF LICENSE AND SERVICES AGREEMENT

EXHIBIT A

Standard Service Level Agreement

1. DEFINITIONS

1.1 "**At Risk Amount**" means 3% of the Effective Monthly Fee.

1.2 "**Available**" means End Users are able to access and use the Platform in accordance with this Agreement and the Documentation.

1.3 "**Downtime**" means the number of minutes that the Platform is not Available.

1.4 "**Downtime Exclusions**" means, collectively, (a) Scheduled Maintenance, (b) Emergency Maintenance, (c) End Users' Internet connection or firewall/network issues, (d) outages elsewhere on the Internet that hinder End Users' access to the Platform, (e) domain name or other third party service provider issues outside Company's direct control, (f) acts or omissions of Customer (or acts or omissions of others engaged or authorized by Customer, including End Users), and (g) a force majeure event as described in Section 11.1 of the Agreement.

1.5 "**Effective Monthly Fees**" means the annual license fees payable by Customer to Company under this Agreement for subscription for the Platform, divided by twelve.

1.6 "**Emergency Maintenance**" means Company's back-end (a) operating system patches, (b) server software patches, and (c) critical bug fixes, in each case in connection with the Platform.

2. AVAILABILITY; AVAILABILITY CREDITS

2.1 *Availability*. Beginning with the calendar month immediately after the calendar month of the Effective Date, Company shall make the Platform Available for 99% of each calendar month during the Term, excluding any Downtime due to Downtime Exclusion(s) ("**Service Availability Requirement**"). Service Availability is measured as the total number of minutes in a calendar month minus any Downtime during the calendar month other than due to Downtime Exclusion(s), divided by the total number of minutes in the calendar month.

2.2 *Back-end Maintenance*. Except for Emergency Maintenance, Company shall provide at least two (2) days' advance notice to Customer prior to engaging in any back-end maintenance in connection with the Platform that may reasonably be expected to result in the Platform becoming not Available ("**Scheduled Maintenance**"). Company shall use commercially reasonable efforts to perform the Scheduled Maintenance between the hours of 10:00 PM and 6:00 AM, Eastern Time.

2.3 *Calculation of Availability Credits*. If Company fails to meet the Service Availability Requirement for a particular calendar month during the Term, during the subsequent thirty (30) day period, Customer may request in writing (which request will specify the dates and times of unavailability instances that Customer is claiming) for Company to issue to Customer a credit against any Fees payable by Customer to Company under this Agreement for any subsequent invoice equal to the At Risk Amount for the applicable calendar month ("**Service Availability Credit**"). If the failure to meet the Service

Availability Requirement is confirmed by Company, Company will issue the Service Availability Credit in accordance with this Section 1.3. Customer may not request, and Company shall not issue, any Service Availability Credits for a particular calendar month after the applicable thirty (30) days request period has ended. The foregoing shall be Customer's sole and exclusive remedy for such failure.

3. Support Services

3. 1 Production Environment Response and Resolution Times. Company shall provide telephone and email technical support to Customer during the Term in connection with access to and use of the Platform. Customer shall appoint a single point of contact to communicate technical support requests to Company. In no event shall Company be required to communicate with End Users regarding any technical support requests (other than through the appointed point of contact). Customer shall provide Company all information reasonably required for Company to assess and correct the issue identified in the technical support request. Company shall resolve the technical support requests as soon as reasonably practicable, provided that Company uses diligent efforts to resolve the service error. All times are within Company's Service and Support Hours, as listed in Section 4 below. Company shall respond to Customer's technical support requests as set forth below:

Priority Level	Definition	Response Time
P1 (Critical)	Major outage affecting production workloads, no workaround.	Response within twenty-four (24) Hours of a reported problem during regular business hours.
P2 (High)	Degraded performance or functionality with a workaround.	Response within forty-eight (48) Hours of a reported problem during regular business hours.
P3 (Medium)	Issues with minimal impact on business operations.	Response within seventy-two (72) Hours of a reported problem during regular business hours.
P4 (Low)	General inquiries, documentation requests, or feature suggestions.	Response within seventy-two (72) Hours of a reported problem during regular business hours.

3. 2 Non-production environment Response and Resolution Times. Company shall provide technical support to Customer during the Term in connection with access to and use of the non-production environments to include code repository, development, testing, and staging environments. Customer shall appoint a single point of contact to communicate technical support requests to Company. In no event shall Company be required to communicate with End Users regarding any technical support requests (other than through the appointed point of contact). Customer shall provide Company all information reasonably required for Company to assess and correct the issue identified in the technical support request. Company shall resolve the technical support requests as soon as reasonably practicable, provided that Company uses diligent efforts to resolve the service error.

4. Contact Information

Contact information for requesting support is provided via the customer interface within the Company's web based support platform. Company will provide Customer access to the support platform following contract execution.

Regular Business Hours: Monday – Friday 9:00AM to 5:00PM, Eastern Time, excluding U.S. federal holidays.

For all support requests customer should be prepared to provide the following information:

1. Severity Level of issue

2. Product or Service being used

3. Description of the issue

4. Actions already tried by Customer to resolve the issue

Coverage parameters specific to the service(s) covered in this Agreement are as follows:

4.1 **Service and Support Hours**

4.1.1 Telephone support : 9:00 A.M. to 5:00 P.M. Monday - Friday.

4.1.2 Monitored 9:00 A.M. to 5:00 P.M. Monday - Friday.

4.1.3 Emails received outside of office hours will be collected, however no action can be guaranteed until the next business day.

4.1.4 Production deployments: 9:00 A.M. to 3:00 P.M. Monday - Friday.

4.1.5 Production environments monitored 24/7 for response to production issues.

4.1.6 Requests to deploy to production environments that are received outside of office hours will be queued, however no action can be guaranteed until the next business day.

1207 Delaware Ave
Suite 800
Wilmington, DE 19806

EXHIBIT B

Platform – End User Terms of Use

This Terms of Use is between you and Second Front Systems, Inc. ("**us**" or "**we**") concerning your access to and use of the "*Game Warden*™" software development, testing and hosting platform (the "**Platform**"). Please read this Terms of Use carefully. By clicking "accept" to this Terms of Use, or by accessing or using the Platform, you consent to be bound by this Terms of Use.

1. *Restrictions*. You may not (and may not attempt) to: (a) modify, alter, tamper with, or otherwise create derivative works of the Platform; (b) except to the extent such restriction is prohibited by applicable law, reverse engineer, disassemble, or decompile the Platform or apply any other process or procedure to derive the source code of any software included in the Platform; (c) resell or sublicense the Platform or use the Platform to offer commercial services to third parties; (d) work around any technical limitations in the Platform; (e) engage in any activity that materially interferes with or disrupts the Platform; (f) access or use the Platform in a way intended to avoid incurring fees or exceeding usage limits set forth in the applicable Platform Order; (g) engage in any activity that materially interferes with or disrupts the Platform; (h) decode any passwords or encrypted license or installation keys that have been provided by us in order to enable the execution of the Platform on unauthorized equipment; (j) access any part of the Platform you do not have permission or authorization to access; (k) use any services, software or any manual or automatic device, tool, or process designed to circumvent any restriction, condition, or technological measure that controls access to the Platform or any sensitive data within the Platform in any way; (l) remove or amend any of our or our licensor's copyright notices, trademarks, or any other proprietary legends and/or logos appearing on or in the Platform or the Documentation, (m) access or use the Platform for any unlawful or tortious purpose; (n) perform, or release the results of, benchmark tests or other comparisons of the Platform with other programs or services; or (o) otherwise use the Platform in violation of this Agreement. You will comply with all applicable law in connection with your access to or use of the Platform.

2. *Account Management*. You may be provided with a unique username, password or other access credentials to access and use the Platform ("**Access Credentials**"). You are responsible for the confidentiality and for all access and use of the Platform using your Access Credentials.

3. *Feedback*. If you provide any suggestions, requests, recommendations and other feedback to us, we will own all right, title, and interest in and to such, and we may use such feedback at our discretion without your consent.

4. *Disclaimers; Limitation of Liability*. The Platform is provided to you "as is" and we and our licensors make no representations or warranties of any kind, whether express, implied, statutory or otherwise regarding the Platform. We and our licensors disclaim all warranties, including any implied warranties of merchantability, fitness for a particular purpose, or non-infringement, and any warranties arising out of any course of dealing or usage of trade. To the extent allowed by applicable law and notwithstanding any failure of essential purpose, in no event shall we or our suppliers be liable to you for any direct damages, any loss of profits, loss of business, loss of use or data, or interruption of business, or for any indirect, special, incidental or consequential damages of any kind or other economic loss arising from or relating to the Platform, even if we have been advised of the possibility of such damages, however caused.

5. *Assignment*. You may not assign this Terms of Use, in whole or part, whether voluntarily, by

operation of law or otherwise without our prior written consent. Any assignment or transfer in violation of this paragraph will be null and void. Subject to the foregoing, this Terms of Use will be binding upon, and inure to the benefit of, the parties and their respective successors and assigns.

6. *Governing Law*. The laws of the Commonwealth of Virginia, without reference to conflict of law rules, shall govern any dispute arising out of this Terms of Use or the subject matter thereof between you and us (excluding application of the Uniform Computer Information Transactions Act as enacted in the Commonwealth of Virginia). The United Nations Convention for the International Sale of Goods shall not apply to this Terms of Use.

7. *Dispute Resolution*. In connection with a dispute arising out of or relating to this Agreement, the parties shall attempt in good faith to resolve such dispute promptly by negotiation through a representative from each party. Negotiations shall be commenced by written notice being delivered by a party to the other party that identifies the basis and details of such dispute. A representative from each party familiar with the circumstances surrounding the dispute shall meet within ten (10) business days after receipt of such notice, or such other date as may be mutually agreed, at a mutually acceptable time and place, including virtually via video conference, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the dispute. If such representatives are unable to resolve a dispute within ten (10) business days after such meeting, the dispute shall be promptly submitted to the appropriate officers of Customer and Company for resolution. If the dispute remains unresolved within five (5) days after submission to such persons, or remains unresolved within forty-five (45) business days after the receipt of the initial dispute notice, either party may resort to binding arbitration or such other dispute resolution forum as mutually agreed in writing by authorized representatives of the parties. Notwithstanding the foregoing, either party may seek equitable remedies in any court of competent jurisdiction. Also, the referenced dispute resolution process shall not apply to emergency situations where the delay is likely to result in material damage to Customer or Company.