

ISTARI DIGITAL™

END USER LICENSE AGREEMENT

This Istari Digital End User License Agreement (“Agreement”) enables Customer to license Software from Istari Digital and sets forth the applicable terms and conditions of such license.

The Istari Digital software and SaaS platform are commercial items that have been developed exclusively at private expense, and this Agreement governs all matters relating to the Istari Digital software and SaaS platform, notwithstanding any other provision to the contrary in any purchase order, contract, subcontract or other document.

Article 1. Definitions.

1.1 “Affiliate” means any entity that Customer, directly or indirectly, controls; an entity that controls Customer; or an entity that is under common control with Customer. For purposes of this provision, “control” means ownership of at least fifty percent (50%) of the outstanding voting shares of the entity.

1.2 “Cloud Software” means the proprietary Istari Digital web-based products and services that may be set forth on an Order Form and subsequently made available by Istari Digital (or through Partner, pursuant to this Agreement) including associated offline components, as described in the Documentation (but excluding Third Party Solution Components).

1.3 “Customer” means the duly licensed customer entitled to use the Software.

1.4 “Customer Data” means Customer’s electronic data other than log data.

1.5 “Documentation” means the technical specification documentation generally made available by Istari Digital to its customers with regard to the Software.

1.6 “Istari Digital” means Istari Digital, Inc., a Delaware corporation.

1.7 “Istari Federal” means Istari Federal LLC, a Delaware limited liability company which is a wholly-owned subsidiary of Istari Digital and the designated Partner of Istari Digital for purposes of this Agreement.

1.8 “Material(s)” means any material(s) provided by Istari Digital or Partner to Customer in connection with the provision of Services.

1.9 “On-Premise Software” means (i) the proprietary Istari Digital software products that are deployed on Customer’s premise and that are specified in an Order Form; and (ii) all related Documentation for and any Support and Maintenance releases of the same Software (but excluding Third Party Solution Components).

1.10 “Order Form” means the contract or other document referencing or incorporating this Agreement and reflecting the Software licensed and the Services, Support and Maintenance (as applicable), purchased by Customer from Istari Digital or Partner.

1.11 “Partner” means Istari Federal LLC or other duly authorized Partner of Istari Digital.

1.12 "Proprietary Information" means all code, inventions, know-how, business, technical and financial information that one party ("Receiving Party") obtains from the other party ("Disclosing Party"); provided that such information is identified as proprietary at the time of disclosure or should be reasonably known by the Receiving Party to be Proprietary Information due to the nature of the information disclosed and the circumstances surrounding the disclosure; and provided further that any software, documentation or technical information provided by Istari Digital (or its agents), and performance information relating to the Software, shall be deemed Proprietary Information of Istari Digital without any marking or further designation.

1.13 "Services" means professional consulting services purchased by Customer in the applicable Order Form and SOW and relating to training and assistance with Software installation, deployment, or usage.

1.14 "Software" means (i) Cloud Software and/or On-Premise Software that are specified in an Order Form; and (ii) any related Materials and Documentation, and any Support and Maintenance releases of the same Software (but excluding Third Party Solution Components).

1.15 "SOW" means a Statement of Work between Istari Digital and Customer or Partner and Customer with respect to Services.

1.16 "Subscription" means the Customer's right to access and use the relevant Software and Support and Maintenance on a subscription basis, as and to the extent listed on an Order Form.

1.17 "Subscription Term" means the duration of a Subscription herein or in an Order Form.

1.18 "Support and Maintenance" means any applicable support and maintenance services purchased in an Order Form.

1.19 "Term" means the period commencing as of the Effective Date and expiring on the day that the last Subscription Term under this Agreement terminates.

1.20 "Third Party Solution Components" means online and offline applications and software that are provided by entities or individuals other than Istari Digital and that interoperate with the Software.

1.21 "Users" means the Customer's employees and contractors which are appropriately authorized by Customer to access and use Software which is licensed under an Order Form.

1.22 "Warranty Period" means a period of thirty (30) days following the commencement of the relevant Subscription Term.

Article 2. Licenses; Ownership.

2.1 Commercial Items. Unless explicitly stated to the contrary in the applicable Order Form, all Software, Materials, Services, and Support and Maintenance (as applicable), are "Commercial Items" developed at private expense and risk by Istari Digital.

2.2 License to Software. The terms and conditions of Attachment 1 to this Agreement, as well as all other terms and conditions of this Agreement, shall govern Customer's access to and use of the Software. With respect to the rights granted under Attachment 1, Customer covenants that it will (and will cause its

Affiliates and Users to) comply with this Agreement and with all applicable laws and regulations in the exercise of such rights.

2.3 Ownership.

(a) Software. Notwithstanding anything to the contrary contained herein, except for the non-exclusive and non-transferable license expressly provided under a fully paid Subscription, Istari Digital and its suppliers have and will retain all right, title and interest in and to the Software (including, without limitation, all patent, copyright, trademark, trade secret and other intellectual property rights) and all copies, modifications and derivative works thereof. Customer acknowledges that it is obtaining only a limited license right to access and use (as the case may be) the Software and that irrespective of any use of the words “purchase,” “sale,” or like terms hereunder no ownership rights are being conveyed to Customer under this Agreement or otherwise. In addition, Istari Digital will have a royalty-free, worldwide, irrevocable, perpetual license to use for any purpose any suggestions, enhancement requests, recommendations or other feedback provided by Customer, including Users, relating to the Software.

(b) Services Work Product. Customer shall have a non-exclusive and non-transferable license to use or access any work product or Materials delivered as part of the Services provided by Partner or Istari Digital, solely for its internal business purposes and solely in connection with (as the case may be) the Software for which the Services were commissioned. Other than the limited license described in the prior sentence, Istari Digital shall retain all right, title and interest in and to any such Materials and Services work product delivered by Istari Digital and any derivative, enhancement or modification thereof and Customer maintains ownership of its Proprietary Information.

Article 3. Term and Termination.

3.1 Term and Termination. This Agreement is effective during the Term. Istari Digital or Partner may terminate this Agreement (including all related Order Forms) if Customer fails to cure any material breach of this Agreement within thirty (30) days after written notice of such breach. Termination is not an exclusive remedy for Istari Digital or Partner, and the exercise of a termination right (or of any remedy under this Agreement) will be without prejudice to any other remedies Istari Digital or Partner may have under this Agreement, by law, or otherwise. Either Partner or Customer may terminate this Agreement (including all related Order Forms) if the other party: (a) fails to cure any material breach of this Agreement within thirty (30) days after written notice of such breach; (b) ceases operation without a successor; or (c) seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding, or if any such proceeding is instituted against such party (and not dismissed within 60 days thereafter). For clarity, if this Agreement is with a Partner, Istari Digital, as a third party beneficiary to this Agreement, shall have the right to enforce all rights of Partner hereunder.

3.2 Effects of Termination. Upon expiration or termination of this Agreement for any reason: (a) any amounts owed to Istari Digital or Partner under this Agreement before such termination will be immediately due and payable; (b) Customer shall cease any and all use of the Software, and destroy all copies of the latter and so certify to Istari Digital or Partner in writing; (c) Customer will return to Istari Digital or Partner, Istari Digital's Proprietary Information that it obtained during the course of this

Agreement; and (d) Customer must certify in writing to Istari Digital or Partner that it has returned or destroyed all Istari Digital Proprietary Information.

3.3 Suspension or Termination of Access to Software or Software License. In addition to its other rights under this Article 3, Istari Digital or Partner may suspend or terminate Customer's license and access to the Software upon written notice in order to: (a) prevent damage to or degradation of, the Software caused by Customer; or (b) comply with any law, regulation, court order, or other governmental request or order which requires immediate action. If suspended, Istari Digital will promptly restore use of the Software to Customer as soon as the event giving rise to the suspension has been resolved to Istari Digital's satisfaction.

3.4 Survival. Articles 2, 3, 4, 7, 8, 9 and 10, shall survive any termination or expiration of this Agreement.

Article 4. Warranties.

4.1 Limited Warranties. The limited warranties and remedies applicable to the Software, are as expressly set out in Attachment 1. With respect to Services, Istari Digital or Partner warrant only that the relevant Services will be performed consistent with generally accepted industry standards. If the Services performed do not conform to such warranty, Partner or Istari Digital will re-perform the non-conforming Services. The remedies in this Article 4 and Attachment 1 are Customer's sole and exclusive remedies for breach of the relevant warranty and are Istari Digital's sole and exclusive liability for breach of such warranty.

4.2 Warranty Exclusions. The warranties (if any) in this Article 4 are made to and for the benefit of Customer only. The warranties will apply only if (a) the relevant Istari Digital product has been properly installed and used in accordance with the instructions in the applicable Documentation; (b) no modification, alteration or addition has been made to the relevant Istari Digital product by anyone other than Istari Digital or Partner; and (c) Istari Digital receives written notification of the breach of warranty during the Warranty Period, and in the case of Services provided by Istari Digital or Partner, within ten (10) days following the performance of the relevant Services. The above warranties shall not apply: (i) to defects in the Istari Digital product due to negligence, abuse or improper use by Customer; or (ii) items provided on a no charge or evaluation basis.

4.3 DISCLAIMER OF WARRANTIES. THE WARRANTIES (IF ANY) LISTED IN THIS ARTICLE 4 AND ATTACHMENT 1 ARE LIMITED WARRANTIES AND EXCEPT AS EXPRESSLY SET FORTH IN ATTACHMENT 1 AND THIS ARTICLE 4, THE SOFTWARE, DOCUMENTATION, ALL SERVICES PROVIDED BY ISTARI DIGITAL AND WORK PRODUCT RESULTING FROM SERVICES PROVIDED BY ISTARI DIGITAL, ALL MATERIALS, AND SUPPORT AND MAINTENANCE, ARE ALL PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING DISCLAIMER, ISTARI DIGITAL DOES NOT WARRANT THAT THE SOFTWARE (i) WILL OPERATE UNINTERRUPTED, (ii) WILL BE FREE FROM DEFECTS, OR (iii) HAVE BEEN DESIGNED TO MEET CUSTOMER'S SPECIFIC BUSINESS REQUIREMENTS. NEITHER ISTARI DIGITAL NOR ITS PARTNERS NOR ITS SUPPLIERS MAKE ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. TO THE FULL

EXTENT PERMITTED BY LAW, THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, SHALL BE LIMITED TO THE LIMITED WARRANTY PERIOD.

Article 5. Support and Maintenance.

5.1 Support and Maintenance. During the time that Customer has paid the applicable Subscription fees, Istari Digital or Partner shall provide Support and Maintenance during the Subscription Term in accordance with Istari Digital's then-current standard support policies. Customer agrees to provide Istari Digital and/or Partner with such cooperation, materials, information, access and support which Istari Digital deems to be reasonably required to allow Istari Digital to successfully provide the Software, Support and Maintenance (if applicable). Customer understands and agrees that Istari Digital's obligations hereunder are expressly conditioned upon Customer providing such cooperation, materials, information, access and support.

6.2 Customer Use of Third Party Solution Components. Under this Agreement Istari Digital provides only Services and Support and Maintenance with respect to the Software. Istari Digital does not provide any warranty on, and does not provide Support and Maintenance on, Third Party Solution Components. Customer may need to license, modify and install Third Party Solution Components. Istari Digital may provide Customer with links and instructions for obtaining Third Party Solution Components or provide access to them, but it is Customer's sole responsibility to properly license and install any required Third Party Solution Components from the relevant third party providers. Istari Digital will have no liability with respect to any Third Party Solution Components. If applicable, prior to Istari Digital starting any Services that require the use of Third Party Solution Components, Customer will provide documentation to Istari Digital confirming that Customer can provide the rights necessary to allow Istari Digital to modify the Third Party Solution Component software if necessary.

Article 6. Services.

Istari Digital or Partner shall provide the Services purchased in the applicable Order Form or SOW, as the case may be. Services may be ordered by Customer pursuant to a SOW describing the work to be performed, fees and any applicable milestones, dependencies and other technical specifications or related information. Each SOW must be signed by both parties before Istari Digital or Partner shall commence work under such SOW. If the parties do not execute a separate SOW, the Services shall be provided as stated on the Order Form.

Article 7. Limitation of Remedies and Damages.

7.1 NEITHER ISTARI DIGITAL NOR PARTNER SHALL BE LIABLE FOR (I) ANY COST OF COVER OR ANALOGOUS COSTS RELATED TO THE PROCUREMENT OF REPLACEMENT SERVICES; NOR (II) ANY LOSS OF USE, LOST DATA, FAILURE OF SECURITY MECHANISMS, INTERRUPTION OF BUSINESS, OR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS), 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.

7.2 NOTWITHSTANDING ANY OTHER PROVISION OF THIS Agreement, THE TOTAL AGGREGATE LIABILITY OF ISTARI DIGITAL AND PARTNER UNDER THIS Agreement SHALL BE LIMITED TO PROVEN DIRECT DAMAGES CAUSED BY THE SOLE NEGLIGENCE OF ISTARI DIGITAL OR PARTNER IN AN AMOUNT NOT TO EXCEED THE FEES ACTUALLY PAID BY CUSTOMER TO ISTARI DIGITAL OR PARTNER UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE CLAIM.

7.3 The provisions of this Article 7 allocate risks between Customer and Istari Digital relating to Customer's sublicense of Istari Digital products and services. Istari Digital's fees for the Software, Services, Support and Maintenance reflect this allocation of risks and limitation of liability.

7.4 CUSTOMER SHALL NOT BRING ANY CLAIM AGAINST ISTARI DIGITAL BASED ON OR ARISING OUT OF THIS AGREEMENT (INCLUDING WITHOUT LIMITATION, CLAIMS RELATING TO THE SOFTWARE) MORE THAN TWELVE (12) MONTHS AFTER THE CAUSE OF ACTION ACCRUES.

Article 8. Indemnification.

8.1 Indemnity by Istari Digital. Subject to the remainder of this Article 8, Istari Digital shall defend Customer against any third party claim that the Software infringes such third party's patent, trade secret or copyright (an "Infringement Claim"), and indemnify Customer from the resulting costs, reasonable attorneys' fees, and damages finally awarded against Customer to the third party making such Infringement Claim, by a court of competent jurisdiction or for any amounts paid by Customer under a court-approved settlement; provided that Customer: (i) notifies Istari Digital promptly in writing of such Infringement Claim, (ii) grants Istari Digital sole control over the defense and settlement thereof (provided that Istari Digital may not settle any Infringement Claim against Customer unless the settlement unconditionally releases Customer of all liability), and (iii) reasonably cooperates in response to a Istari Digital request for assistance. Istari Digital will have the exclusive right to defend any such Infringement Claim against Customer and make settlements thereof at its own discretion, and Customer may not settle or compromise such Infringement Claim, except with prior written consent of Istari Digital.

8.2 Options. Should the Software become, or in Istari Digital's opinion be likely to become, the subject of such an Infringement Claim, Istari Digital may, at its option and expense, (a) procure for Customer the right to make continued use of the Software, (b) replace or modify such so that it becomes non-infringing, or (c) request return of the On-Premise Software or termination of the access to the Cloud Software and upon such request the licenses under Attachment 1 shall be terminated and Istari Digital shall refund the price paid by Customer for the Subscription Term in which the Infringement Claim was asserted, less a pro rata portion of the Subscription fee reflecting that portion of the Subscription Term that was fulfilled prior to termination.

8.3 Exclusions. Istari Digital will have no obligation for claims of infringement resulting from (i) any modification of the Software by a party other than Istari Digital if such infringement would have been avoided in the absence of such modifications; (ii) Customer's failure, within a reasonable time frame, to

implement any replacement or modification of Software provided by Istari Digital; (iii) any combination, operation, or use of the Software with any products, equipment, software, hardware, data, or business processes not supplied by Istari Digital, including without limitation Third Party Solution Components and Customer Data if such infringement would not have occurred without the combination; (iv) use for a purpose or in a manner for which the Software was not designed, (v) any intellectual property right owned or licensed by Customer, excluding the Software, or (vi) Customer using the Software after Istari Digital notifies Customer to discontinue using due to such a claim.

8.4 Indemnity by Customer. Customer shall defend Istari Digital against any third party Infringement Claim to the extent that it arises from any combination of Software provided by Istari Digital with products, data or business processes not supplied by Istari Digital, and indemnify Istari Digital for any damages, attorneys' fees and costs finally awarded against Istari Digital as a result of, or for any amounts paid by Istari Digital under a court-approved settlement of, an Infringement Claim against Istari Digital; provided that Istari Digital (a) promptly gives Customer written notice of the Infringement Claim against Istari Digital; (b) gives Customer sole control of the defense and settlement of the Infringement Claim against Istari Digital (provided that Customer may not settle any Infringement Claim against Istari Digital unless the settlement unconditionally releases Istari Digital of all liability); and (c) provides to Customer all reasonable assistance, at Customer's expense. Customer will have the exclusive right to defend any such Infringement Claim against Istari Digital and make settlements thereof, and Istari Digital may not settle or compromise such Infringement Claim, except with prior written consent of Customer. Notwithstanding anything to the contrary in this Agreement, Customer's indemnity of Istari Digital shall include any Infringement Claim to the extent that it arises from any unlicensed or improper use of any third party software by Customer or any deficiency or failure of Customer's license servers, authentication protocols, or identity access management.

8.5 Limitation. THIS ARTICLE 8 STATES THE PARTIES' SOLE AND EXCLUSIVE REMEDY AND ENTIRE LIABILITY FOR THIRD PARTY INFRINGEMENT CLAIMS.

Article 9. Proprietary Information.

Except as expressly authorized herein, the Receiving Party will hold in confidence and not use or disclose any Proprietary Information. The Receiving Party's nondisclosure obligation shall not apply to information which the Receiving Party can document: (i) was rightfully in its possession or known to it prior to receipt of the Proprietary Information; (ii) is or has become public knowledge through no fault of the Receiving Party; (iii) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; (iv) is independently developed by employees of the Receiving Party who had no access to such information; or (v) is required to be disclosed pursuant to a regulation, law or court order (but only to the minimum extent required to comply with such regulation or order and with advance notice to the Disclosing Party). Each party will only disclose Proprietary Information to its employees, agents, representatives and authorized contractors (collectively "Representatives") having a need to know for the purposes of this Agreement. Each party will notify and inform such Representatives of each party's limitations, duties, and obligations regarding use, access to, and nondisclosure of Proprietary Information and will obtain or have obtained its Representatives' Agreements to comply with such limitations, duties, and obligations with regard to such Proprietary Information no less restrictive than those contained herein. Each party is liable for all acts and omissions of the Representatives related

to the other party's Proprietary Information. Each party agrees to give notice to the other party immediately after learning of or having reason to suspect a breach of any of the proprietary restrictions set forth in this Article 9. The Receiving Party acknowledges that disclosure of Proprietary Information would cause substantial harm for which damages alone would not be a sufficient remedy, and therefore that upon any such disclosure by the Receiving Party the Disclosing Party shall be entitled to appropriate equitable relief in addition to whatever other remedies it might have at law.

Article 10. General.

10.1 Severability. If a provision of this Agreement is deemed unenforceable or invalid, that provision shall be limited to the minimum extent necessary so that this Agreement shall otherwise remain in effect.

10.2 Governing Law; Jurisdiction and Venue. This Agreement shall be governed by the laws of the Commonwealth of Virginia and the United States without regard to conflicts of laws provisions thereof, and without regard to the United Nations Convention on the International Sale of Goods or the Uniform Computer Information Transactions Act (UCITA). The parties hereby irrevocably submit to the jurisdiction of the courts of Virginia for any dispute related to this Agreement, provided that if Customer is an instrumentality of the United State Government, the parties hereby irrevocably submit to the jurisdiction of the United States Court of Federal Claims for any dispute related to this Agreement.

10.3 Notices and Reports. Any notice or report hereunder shall be in writing to the notice address set forth above and shall be deemed given: (i) upon receipt if by personal delivery or commercial delivery; (ii) upon receipt if sent by certified or registered U.S. mail (return receipt requested); or (iii) upon receipt if delivered to the email address of the recipient most recently indicated by the recipient for receipt of notices.

10.4 Amendments; Waivers. No supplement, modification, or amendment of this Agreement shall be binding, unless executed in writing by a duly authorized representative of each party to this Agreement. No waiver will be implied from conduct or failure to exercise rights under this Agreement. No provision of any purchase order or other business form employed by Customer will supersede the terms and conditions of this Agreement, and any such document relating to this Agreement shall be for administrative purposes only and shall have no legal effect.

10.5 Application; Entire Agreement. This Agreement shall govern all of Customer's use of the Software. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes all previous written and oral agreements and communications relating to the subject matter of this Agreement.

10.6 Precedence. In the event of a conflict between two provisions of this Agreement, any Exhibits or Attachments hereto, or any Order Form, the conflict shall be resolved by giving precedence to the provision as it appears in the highest-ranked document in the following order: (1) the relevant Order Form; then (2) the body of this Agreement; then (3) the Attachments to this Agreement; then (4) any Exhibits to this Agreement.

10.7 Force Majeure. Neither party shall be liable to the other for any delay or failure to perform any obligation under this Agreement (except for a failure to pay fees) if the delay or failure is due to events which are beyond the reasonable control of such party, including but not limited to any strike, blockade, war, act of terrorism, riot, natural disaster, epidemic, pandemic, or failure or diminishment of power or of telecommunications or data networks or services.

10.8 Assignment. Neither party may assign any part of this Agreement without the written consent of the other, except that Istari Digital may assign this Agreement in connection with a merger, acquisition, asset sale, or corporate reorganization. Any other attempt to assign is void.

10.9 Export Compliance. Customer shall comply with all U.S. export control laws and regulations, including the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, and the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799, in the performance of this contract. Unless otherwise granted an exemption, Customer shall be responsible for obtaining the appropriate licenses or other approvals, if required, for exports of hardware, technical data, and software, or for the provision of technical assistance. Customer shall be responsible for all regulatory record keeping requirements associated with the use of licenses and license exemptions/exceptions. Customer shall be responsible for export compliance by all of its employees, personnel, suppliers and subcontractors.

10.10 U.S. Government Customers. The Software and accompanying Documentation are deemed to be “commercial computer software” and “commercial computer software documentation”, respectively, pursuant to DFAR Section 227.7202 and FAR Section 12.212(b), as applicable. Any use, modification, reproduction, release, performing, displaying or disclosing of the Software and Documentation by the U.S. Government shall be governed solely by the terms of this Agreement. This product was developed entirely at private expense. All other use is prohibited.

10.11 Customer Acknowledgement. Customer agrees that Istari Digital may from time to time identify Customer (with Customer's name, logo, etc.) as an Istari Digital customer in or on Istari Digital's website, sales and marketing materials, or press releases.

ATTACHMENT 1

License Grant:

A. Grant of License. Subject to all of the terms and conditions of this Agreement, during the relevant Subscription Term, Istari Digital grants to Customer a non-transferable, non-sublicensable, non-exclusive license to use the Software in object code form for Customer's own internal business operations, but only in accordance with (a) the Documentation, (b) this Agreement, and (c) and all restrictions set forth in the applicable Order Form. In addition, any third party providing services ("Third Party Service Providers") to the Customer may use the Software solely for Customer's internal benefit and solely within the scope of the restrictions just described. Customer shall be liable for all violations of this Agreement by its Third Party Service Providers. Customer agrees that Customer's sublicenses hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Istari Digital regarding future functionality or features.

B. Installation and Copies of Software. Customer may copy and install on Customer's computers or on Customer's cloud or web-based environment for use only by Customer's employees and Third Party Service Providers one (1) copy of the On-Premise Software for each Subscription designated in the applicable Order Form, unless otherwise stated in the Order Form. Customer may also make one copy of the On-Premise Software for archival purposes.

C. Subscriptions; Account Limitations. The Software is licensed as a Subscription and may be subject to limitations specified in the Order Form. Customer is responsible for monitoring compliance with such account limitations.

D. Use by Affiliates. Unless expressly permitted by this Agreement and in the applicable Order Form (and then only to the extent expressly permitted therein), the rights granted in this Agreement shall not extend to any Affiliates.

E. License Restrictions. Customer shall not (and shall not allow any third party to): (a) permit any third party to access the Software except as permitted herein and in the relevant Order Form; (b) decompile, disassemble, translate, reverse engineer or otherwise attempt to derive source code from any portion of the Software, in whole or in part, nor will Customer use any mechanical, electronic or other method to trace, decompile, disassemble, or identify the source code of the Software or encourage or permit others to do so, except and only to the extent that applicable law prohibits or restricts reverse engineering restrictions (provided, however, before Customer exercises any rights that Customer believes to be entitled to based on mandatory law, Customer shall provide Istari Digital with thirty (30) days prior written notice and provide all reasonably requested information to allow Istari Digital to assess Customer's claim and, at Istari Digital's sole discretion, to provide alternatives that reduce any adverse impact on Istari Digital's intellectual property or other rights); (c) sell, sublicense, rent, lease, distribute, market, or commercialize for any purpose, including timesharing or service bureau purposes: (i) the Software, (ii) any modified version or derivative work of the Software created by the Customer or for the Customer, or (iii) any Istari Digital software, either modified or not, licensed under an open source license; (d) create, develop, license, install, use, or deploy any third party software or services to circumvent, enable, modify or provide access, permissions or rights that violate the technical restrictions of the Software, any additional licensing terms provided by Istari Digital via product documentation, notification, and/or policy change posted at www.istaridigitaldigital.com, and the terms of the

Agreement; (e) remove any product identification, proprietary, copyright or other notices contained in the Software; (f) modify or create a derivative work of the Software; (g) publicly disseminate performance information or analysis (including, without limitation, benchmarks) from any source relating to the Software; (h) interfere with or disrupt the integrity or performance of the Software or third-party products or data contained therein; (i) attempt to gain unauthorized access to the Software or their related systems or networks; (j) build a competitive product or service; (k) copy any features, functions or graphics of the Software; (l) use the Software to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights (or otherwise use the Software in violation of the Documentation or any Istari Digital terms of service); (m) store or transmit virus or other malicious code through the Software. Customer acknowledges that Customer is solely responsible for complying with, and covenants to comply with, all laws applicable to Customer and to Customer's use of the Software, including without limitation all laws and regulations relating to the protection and non-disclosure of data. Without limiting the generality of the foregoing, the Customer is solely responsible for using the Software in compliance with any applicable laws relating to data privacy or personally identifiable information.

F. Open Source Software. The Software may include individual open source software components, each of which has its own copyright and its own applicable license conditions. Istari Digital covenants that during the Subscription Term it is compliant with such open source license conditions.

G. Limited Software Warranty. Istari Digital warrants, for Customer's benefit only, that during the Warranty Period, the Software shall operate in substantial conformity with the applicable Documentation. If during the Warranty Period the Software does not substantially conform to the description contained in the applicable Documentation, Istari Digital's sole liability (and Customer's sole and exclusive remedy) for any breach of this warranty shall be for Istari Digital to correct the defects in the Software. Customer acknowledges that the Software is subscription-based and that, in order to provide improved customer experience, Istari Digital may make changes to the Software.

H. Cloud Provider Terms. Istari Digital uses the Amazon Web Service ("AWS") cloud infrastructure and other cloud providers for its Cloud Software. Customer acknowledges that the use of the Cloud Software is subject to the terms and limitations set forth in the AWS or other cloud providers on their respective websites.

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