ANALYST1

END USER SOFTWARE LICENSE SUBSCRIPTION AGREEMENT

THIS ANALYST1 END USER SOFTWARE LICENSE SUBSCRIPTION AGREEMENT (INCLUDING THE ORDER FORM AND ANY DOCUMENTS AND POLICIES INCORPORATED BY REFERENCE, THIS "**AGREEMENT**") IS A BINDING AGREEMENT MADE EFFECTIVE AS OF THE LAST DATE OF SIGNATURE OF THE ORDER FORM (THE "**EFFECTIVE DATE**") BETWEEN ANALYST PLATFORM, LLC, A VIRGINIA LIMITED LIABILITY COMPANY D/B/A ANALYST1 ("**ANALYST1**") AND THE ENTITY IDENTIFIED ON THE ORDER FORM ("**CUSTOMER**" OR "**YOU**").

ANALYST1 PROVIDES THE SOFTWARE SOLELY ON THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT AND ON THE CONDITION THAT CUSTOMER ACCEPTS AND COMPLIES WITH THEM. BY EXECUTING A WRITTEN ORDER FOR : (A) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS; AND (B) REPRESENT, WARRANT, AND COVENANT THAT: (I) YOU ARE 18 YEARS OF AGE OR OLDER, OR OF LEGAL AGE TO ENTER INTO A BINDING AGREEMENT; AND (II) YOU HAVE THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF CUSTOMER AND BIND CUSTOMER TO ITS TERMS. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, ANALYST1 WILL NOT AND DOES NOT LICENSE THE SOFTWARE TO YOU AND YOU MUST NOT USE OR ACCESS THE SOFTWARE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT OR YOUR OR CUSTOMER'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, THIS AGREEMENT EXPRESSLY EXCLUDES ANY RIGHT, CONCERNING ANY SOFTWARE THAT YOU DID NOT ACQUIRE LAWFULLY OR THAT IS NOT A LEGITIMATE, AUTHORIZED COPY OF ANALYST1'S SOFTWARE.

1. DEFINITIONS; USE AND RESTRICTIONS

1.1 Definitions. For purposes of this Agreement, defined terms have the following meanings, or as provided inline:

"**Analyst1 Hosted Software**" means the Analyst1 proprietary threat intelligence software platform provided via an Analyst1-hosted model, which is made available to Customer over the internet.

"**API Key**" means a unique alphanumeric code, key or credential issued by Analyst1 that authenticates and authorizes access to the Software's application programming interface ("**API**"), which is licensed for use with a single integrating product or workflow as specified in the applicable Order Form.

"**Authorized User**" means an individual designated by Customer (and approved by Analyst1) that has been assigned unique access credentials.

"**Customer Content**" means any content originally uploaded or provided by Customer or an Authorized User into the Software in the course of its normal use and operation.

"**Customer Hosted Software**" means the Analyst1 proprietary threat intelligence software platform provided via a Customer-hosted deployment model.

"**Customer Systems**" means the Customer's information technology infrastructure, including computers, software, hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by Customer or through the use of third-party service.

"**Order Form**" means the order form or ordering document that Customer uses to subscribe Software and Services from Analyst1 that includes by reference the terms and conditions of this Agreement.

"**Software**" means, collectively, the Analyst1 Hosted Software, Customer Hosted Software, and Evaluation Software (as defined below), including all APIs and API Keys made available by Analyst1 in connection therewith.

"**Third-Party Materials**" means materials, products, services, and information, in any form or medium, including any open-source or other software, software-based services, documents, data, content, specifications, products, equipment, or components of or relating to the Software that are not proprietary to Analyst1.

1.2 Software Use Grant. Subject to the terms and conditions of this Agreement and Customer's payment of Fees (as defined below), Analyst1 grants to Customer a limited, nonexclusive, non-sublicensable, nontransferable license to download (solely with respect to Customer Hosted Software), install and use, during the Term, one (1) copy of the Software (either in its own environment as Customer Hosted Software or via Analyst1's hosted environment as Analyst1 Hosted Software): (a) in accordance with the technical specification documentation generally made available by Analyst1 to its customers with regard to the Software (the "**Documentation**"); (b) solely within the scope of the license purchased (e.g., number of Authorized Users); and (c) solely for Customer's internal use. Except as set forth in this Section 1.2, no other right or license of any kind is granted by Analyst1 to Customer hereunder with respect to the Software. All other rights in the Software are expressly reserved by Analyst1.

1.3 Analyst1 Hosted Software Availability. Analyst1 will provide access to the Analyst1 Hosted Software through a designated website url. Customer will keep accounts and authentication credentials providing access to Analyst1 Hosted Software secure and confidential. Analyst1 will use commercially reasonable efforts to provide the Analyst1 Hosted Software to Customer in a manner consistent with the Service Level Agreement.

1.4 Restrictions. Customer will not, and will not authorize any third party, without the prior written consent of Analyst1, to: (a) copy all or any portion of the Software; (b) decompile, disassemble or otherwise reverse engineer (except to the extent expressly permitted by applicable law, notwithstanding a contractual obligation to the contrary) the Software or any portion thereof, or determine or attempt to determine any source code, algorithms, methods or techniques embodied in the Software or any portion thereof; (c) modify, translate or create any derivative works based upon the Software; (d) distribute, disclose, market, rent, lease, assign, sublicense, pledge or otherwise transfer the Software, in whole or in part, to any third party or export the Software outside the United States; (e) interfere with other customers' access to, or use of, the Software, or with its security; (f) facilitate the attack or disruption of the Software, including a denial of service attack, unauthorized access (including providing authentication credentials to non-employees of customer, third parties other than Authorized Users or any unauthorized user), penetration testing, crawling, or distribution of malware (including viruses, trojan horses, worms, time bombs, spyware, adware, and cancelbots); (g) cause an unusual spike or increase in use of the Software that negatively impacts its operation; (h) submit any information into the Software that is not contemplated in the Documentation (i) remove or alter any copyright, trademark, trade name or other proprietary notices, legends, symbols or labels appearing on or in copies of the Software; (j) perform, or release the results of, benchmark tests or other comparisons of the Software with other programs; (k) permit the Software to be used for providing cybersecurity or network operations services to others, on a time share, as-a-service or service bureau basis or otherwise, or to be used for processing the data or other information of any third party; (l) incorporate the Software or any portion thereof into any other program or product, or use the Software for production purposes; (m) use the Software for any purpose other than in accordance with the terms and conditions of this Agreement, including sharing API Keys across integrations without Analyst1's prior written authorization to do so; or (n) use any Evaluation Software in a production environment.

1.5 Third-Party Materials. Analyst1 may from time to time make Third-Party Materials available to Customer or use services within Third-Party Materials to provide the Software. Such Third-Party Materials are subject to their own terms and conditions.

1.6 Access Credentials. Customer will keep all account information up to date, use reasonable means to protect its account information, passwords and other access credentials, and promptly notify Analyst1 of any known or suspected unauthorized use of or access to its account.

1.7 Analyst1 Hosted Software Control. Except as otherwise expressly provided in this Agreement, as between the parties: (a) Analyst1 has and will retain sole control over the operation, provision, maintenance, and management of the infrastructure and private cloud hosting services in connection with the Analyst1 Hosted Software; and (b) Customer has and will retain sole control over the operation, maintenance, and management of, and all access to and use of, its instance of the Analyst1 Hosted Software and the Customer Systems, and sole responsibility for all access to and use of the Analyst1 Hosted Software by any person or entity by or through the Customer Systems or any other means controlled by Customer or any Authorized User, including any: (i) information, instructions, or materials provided by any of them to the Analyst1 Hosted Software or Analyst1; (ii) results obtained from any use of the Analyst1 Hosted Software; and (iii) conclusions, decisions, or actions based on such use. Analyst1 reserves the right, from time to time, to modify, add to, or replace the infrastructure, private cloud environment, or other Analyst1 systems and will provide Customer notice of any modifications during the Term that will have a material effect on the availability of the Analyst1 Hosted Software.

1.8 Evaluation Use. If Customer licenses Software, Third-Party Materials including without limitation data feed and data products, enhanced functionality or additional products or services for proof of concept, trial, beta, evaluation or other similar purposes ("**Evaluation Software**" and such uses, "**Evaluations**"), Customer may do so for thirty (30) days only except as otherwise provided on the Order Form. Analyst1 reserves the right to terminate Evaluations at any time. Evaluations are not for production use, are not supported, may contain bugs or errors, and may be subject to additional terms. Upon expiration or termination of the Evaluation, Customer will cease using the Evaluation Software provided for Evaluation. For Evaluations, and notwithstanding any other provision of this Agreement to the contrary, ANALYST1 DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND COVENANTS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY THAT THE OPERATION OF THE EVALUATION SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE, AND ANY WARRANTY AGAINST INFRINGEMENT OF THIRD-PARTY RIGHTS, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ANY DATA ENTERED INTO THE EVALUATION SOFTWARE MAY BE PERMANENTLY LOST UNLESS CUSTOMER PURCHASES A SUBSCRIPTION TO THE COMMERCIALLY AVAILABLE VERSION OF THE SOFTWARE AS MAY BE MADE AVAILABLE BY ANALYST1. NOTWITHSTANDING THE MONETARY CAP ON DAMAGES SET FORTH IN SECTION 8, ANALYST1'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO EVALUATION SOFTWARE UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE WILL NOT EXCEED ONE HUNDRED DOLLARS ($100).

2. ANALYST1 SERVICES AND DATA MANAGEMENT

2.1 Technical Support. Analyst1 will provide up to forty (40) total hours of technical and administrative support for the Software during the first year of the Term, unless otherwise specified in the Order Form. Such support will be provided between the hours of 8 AM and 8 PM Eastern Time, excluding weekends and holidays; provided, however, that this will only extend to the functionality of the Software and does not substitute Analyst1 for Customer's internal IT capabilities or provide support for Third-Party Materials. Analyst1 will use commercially reasonable efforts to resolve basic issues relating to the Software including usage, how-to questions and quality problems. Collectively, this Section 2.1 constitutes "**Technical**

Support," and collectively with the Professional Services (as defined below), the "**Services**" which may be provided by subcontractors, affiliates, and/or vendors of Analyst1.

2.2 Additional Training. Additional training requested by Customer exceeding the amounts provided in the applicable Order Form will be agreed upon in advance by the parties and provided at Analyst1's then standard fees or GSA Schedule fee as applicable for similar services and products.

2.3 Professional Services. During the Term, Customer may request that Analyst1 provide certain professional services, which may include provision of certain deliverables, and other services, in each case in connection with the Software (collectively, the "**Professional Services**"). The scope of Professional Services will be specified in one or more statements of work ("**SOW**") executed by the parties. When executed by the parties, each SOW will form a part of this Agreement and be subject to the terms and conditions set forth herein. Each SOW will describe (a) the Professional Services to be performed and any related deliverables, Documentation or other material to be provided by Analyst1, and (b) the anticipated delivery date(s) and Fees for the Professional Services.

2.4 Usage Data. Analyst1 may collect and use information relating to the use and performance of Software and related Services, including without limitation, telemetry data, usage data and other metadata collected regarding Customer's use of the Software and Services in an aggregated and anonymized manner, and as described in the Analyst1 Privacy Policy attached hereto and available at https://analyst1.com/privacy-policy/.

2.5 Data Management. Customer must not upload, store, make available or submit for processing any information subject to the Health Insurance Portability and Accountability Act, as amended ("**HIPAA**"); the Payment Card Industry Data Security Standards ("**PCI-DSS**"); the Federal Risk and Authorization Management Program ("**FedRAMP**"); the General Data Protection Regulation ("**GDPR**") or any similar data protection laws of the European Economic Area ("**EEA**"), the United Kingdom or Switzerland. To the extent that Customer uploads, stores, makes available, or processes such data through or using the Software, Customer does so exclusively at its own risk. In the event that such data is uploaded, stored, made available, or processed through or using the Software, Analyst1 shall, have the right to temporarily suspend or limit access to the Software in accordance with the Contract Disputes Act to the extent and for so long as reasonably necessary for such data to be removed and deleted.

3. Fees and Payment

3.1 Fees. Customer will pay Analyst1 or its authorized reseller as applicable any agreed-upon fees set forth in the applicable Order Form and/or SOW ("**Fees**") in accordance with this Section. Except as otherwise specified in the applicable Order Form or SOW, all Fees will be paid to Analyst1 within thirty (30) days from Customer's receipt of an invoice. Analyst1 may increase Fees in accordance with the GSA Schedule Contract and then current GSA Schedule Pricelist no more than once annually for any contract year after the first contract year of the Term by providing written notice to Customer at least sixty (60) calendar days prior to the commencement of that contract year and the Agreement will be deemed amended accordingly. Such increase will not exceed five percent (5%) annually.

3.2 Usage Limits. Customer's license to use the Software will be limited to, and Customer will not use the Software in excess of, the number of permitted Authorized Users or such other limitations as are set forth in this Agreement or the applicable Order Form. If Customer's actual usage exceeds the licensed-for amount indicated in the applicable Order Form (in license number or scope), Customer will be responsible for paying for all applicable usage that exceeds the limitations set forth in the applicable Order Form. Analyst1 has the right to monitor and audit Customer and its Authorized Users' usage, including with respect to the creation and usage of API Keys, during the Term to ensure compliance with such usage limitations and to invoice Customer for any such overages or usages inconsistent with this Agreement. Such overage payment will be subject to the terms and conditions of this Agreement. Each API Key issued by Analyst1 is licensed for use with a single integrating product or workflow only. Customer may not use, share or permit the use of any API Key across multiple integrating products, workflows or third-party systems without Analyst1's prior written consent.

3.3 Taxes. Vendor shall state separately on invoices taxes excluded from the fees, and the Customer agrees either to pay the amount of the taxes (based on the current value of the equipment) or provide evidence necessary to sustain an exemption, in accordance with 552.212-4(k).

3.4 Late Payment. If Customer fails to make any payment when due then, in addition to all other remedies that may be available: (a) Analyst1 may charge interest on the past due amount at the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

3.5 No Deductions or Setoffs. All amounts payable to Analyst1 under this Agreement will be paid by Customer in full without any setoff, recoupment, counterclaim, deduction, debit, or withholding for any reason (other than any deduction or withholding of tax as may be required by applicable law).

4. Ownership

4.1 Reservation of Rights. As between Customer and Analyst1, all right, title, and interest in and to the Software, including all intellectual property rights therein, are and will remain with Analyst1. The applicable third-party providers own all right, title, and interest, including all intellectual property rights, in and to the Third-Party Materials. Customer has no right, license, or authorization with respect to any of the Software except as expressly set forth in Section 1.2 or the applicable third-party license, in each case subject to Section 1.4.

4.2 Customer Content License. Customer hereby grants Analyst1 a perpetual, non-exclusive, worldwide, fully paid up, royalty free license to reproduce, distribute, transmit, display, reformat, modify, create derivative works of, and otherwise use any (a) Customer Content in order to perform Analyst1's obligations under this Agreement and (b) metadata in order to improve Analyst1's products and services. Customer will obtain, at its sole expense, all consents, rights, licenses, permissions and clearances required under applicable laws for Analyst1 to use the Customer Content for the purposes contemplated by this Agreement. Customer represents and warrants to Analyst1 that: (i) Customer has all rights in Customer Content necessary to grant the license to Analyst1 set forth in this Section 4.2; and (ii) none of Customer Content or Customer's or any Authorized Users' use of Customer Content in connection with the Software will violate (1) any agreement, contract or commitment of Customer, or (2) the intellectual property rights or other rights of any third party. The use of Government data for the purpose of training Artificial Intelligence/Machine Learning (AI/ML) models and systems is prohibited without explicit written authorization from the Federal agency contracting officer.

4.3 Customer Content. Subject to the license provided in Section 4.2 above, as between Analyst1 and Customer, Customer retains all right, title, and interest, including, without limitation, all patent rights, copyrights, trademarks and trade secrets, in and to the Customer Content and any portion thereof, including, without limitation, any copy or derivative work of the Customer Content (or any portion thereof) and any updates thereto. Analyst1 will not take any action to jeopardize, limit or interfere in any manner with Customer's ownership of and rights with respect to the Customer Content.

4.4 Feedback. If Customer or any of its employees or contractors sends or transmits any communications or materials to Analyst1 by mail, email, telephone, or otherwise, suggesting or recommending changes to the Software or Services, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), Analyst1 is free to use such Feedback irrespective of any other obligation or limitation between the parties governing such Feedback. Customer hereby assigns to Analyst1 on Customer's behalf, and on behalf of its employees, contractors and/or agents, all right, title, and interest in, and Analyst1 is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although Analyst1 is not required to use any Feedback. Analyst1 acknowledges that the ability to use this Agreement and any Feedback provided as a result of this Agreement in advertising is limited by GSAR 552.203-71

5. CONFIDENTIAL INFORMATION

5.1 Definitions. From time to time during the Term, Analyst1 may disclose or make available to Customer information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media, whether or not marked, designated or otherwise identified as "confidential" (collectively, "Confidential Information"). Confidential Information does not include information that is: (a) in the public domain at the time of disclosure or subsequently falls into the public domain through no fault of Customer; (b) known to Customer at the time of disclosure; (c) rightfully obtained by Customer on a non-confidential basis from a third party without confidentiality obligations to the Analyst1; or (d) independently developed by Customer. Without limiting the foregoing: the existence of this Agreement is the Confidential Information of Analyst1.

5.2 Use and Disclosure Restrictions. Customer will not disclose Analyst1's Confidential Information to any person or entity, except to Customer's employees, agents, affiliates, or subcontractors who have a need to know the Confidential Information for Customer to exercise its rights or perform its obligations hereunder. Notwithstanding the foregoing, Customer may disclose Confidential Information to the limited extent required (a) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that Customer, when making the disclosure pursuant to the order or applicable law will first (to the extent permitted by law) have given written notice to Analyst1 and, at the request and expense of the Analyst1, have made a reasonable effort to obtain a protective order; or (b) to establish Customer's rights under this Agreement, including to make required court filings. Except as otherwise provided herein, on expiration or termination of the Agreement, Customer will promptly return to Analyst1 all copies, in any form or media, of Analyst1's Confidential Information, or destroy all such copies and certify in writing to Customer that such Confidential Information has been destroyed. Customer's obligations of non-disclosure with regard to Confidential Information are effective as of the date of disclosure of such Confidential Information and will expire five (5) years from the termination or expiration of this Agreement; provided, however, that with respect to any Confidential Information of Customer that constitutes a trade secret under applicable law, such obligations of Customer will continue for as long as such item of Confidential Information constitutes a trade secret under applicable law. Analyst1 recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which may require that certain information be released, despite being characterized as "confidential" by the vendor

6. WARRANTIES

6.1 Limited Warranty. Analyst1 represents, warrants, and covenants to Customer that, during the Term: (a) the Software, when used as permitted under this Agreement and in accordance with the instructions in the Documentation, will perform substantially in accordance with the then-current Documentation and (b) the Services will be performed in a professional, workmanlike manner consistent with standard industry practices for similar services, using personnel with the requisite skill, experience, and qualifications. As Customer's exclusive remedy and Analyst1's sole liability for breach of the warranty set forth in this Section 6.1, Analyst1 will use commercially reasonable efforts to correct the non-conforming portion of the Software or re-perform the Services at no additional charge to Customer. If Analyst1 is unable to correct such deficiencies after commercially reasonable efforts, Analyst1 may, upon written notice to Customer, terminate the applicable Order Form and refund to Customer any unused and prepaid Fees with respect to the particular Order Form.

6.2 Exclusions. The limited warranties in Section 6.1 will not apply if the failure of the Software results from or is otherwise attributable to: (a) repair, maintenance or modification of the

Software by persons other than Analyst1 or its designee; (b) accident, negligence, abuse, improper installation or misuse of Software; or (c) use of the Software other than in accordance with the Documentation.

6.3 Exclusive Warranty. THE EXPRESS WARRANTY SET FORTH IN SECTION 6.1 CONSTITUTES THE ONLY WARRANTIES MADE BY ANALYST1 WITH RESPECT TO THE SOFTWARE AND SERVICES, WHICH ARE PROVIDED "AS-IS". ANALYST1 MAKES NO OTHER REPRESENTATION, WARRANTY OR CONDITION OF ANY KIND, WHETHER EXPRESS OR IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), WITH RESPECT TO THE SOFTWARE OR SERVICES. ANALYST1 EXPRESSLY DISCLAIMS ALL WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, NON-INFRINGEMENT AND TITLE, AND ALL WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS IS" WITHOUT ANY REPRESENTATION OR WARRANTY WHATSOEVER.

7. RESERVED

8. LIMITATION OF LIABILITY

TO THE EXTENT ALLOWED BY APPLICABLE LAWS, IN NO EVENT WILL ANALYST1 BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER ANALYST1 WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. IN NO EVENT WILL ANALYST1'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID TO ANALYST1 BY CUSTOMER UNDER THIS AGREEMENT. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO (1) PERSONAL INJURY OR DEATH RESULTING FROM LICENSOR'S NEGLIGENCE; (2) FOR FRAUD; OR (3) FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW.

9. TERM AND TERMINATION

9.1 Term. The "**Initial Term**" will be twelve (12) months, beginning on the Effective Date (or the first day following the conclusion of the Evaluation Term, as applicable), and may be renewed for additional successive twelve (12) month periods (each a "**Renewal Term**" and, collectively, together with the Initial Term, the "**Term**") by executing a written order for the successive Renewal Term.

9.2 Termination for Default.When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Analyst1 shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer.

9.3 Effect of Termination. Upon the expiration or termination of this Agreement:

(a) all rights, licenses, consents and authorizations granted by either party to the other hereunder will immediately terminate;

(b) Analyst1 will immediately cease all use of any Customer Content and Customer's Confidential Information and (i) within thirty (30) days return to Customer, or at Customer's written request destroy, all documents and tangible materials to the extent containing, reflecting, incorporating, or based on Customer Content and Customer's Confidential Information;

(c) Customer will immediately cease all use of the Software and (i) within thirty (30) days return to Analyst1, or at Analyst1's written request destroy, all documents and tangible materials to the extent containing, reflecting, incorporating, or based on or including the Software or Analyst1's Confidential Information and (ii) certify the same in writing;

(d) Analyst1 may disable all Customer and Authorized User access to the Software;

(e) if Customer terminates this Agreement for cause, Customer will be relieved of any obligation to pay any Fees attributable to the period after the effective date of such termination and Analyst1 will refund to Customer Fees paid in advance for Software or Services that Analyst1 has not performed as of the effective date of termination; and

(f) reserved.

9.4 Survival. The following Sections survive expiration or termination of this Agreement: 1.4, 2.4, 2.5, 3, 4, 5, 6.3, 7, 8, 9.3, 9.4 and 10. Except where an exclusive remedy is provided, exercising a remedy under this Agreement, including termination, does not limit other remedies a party may have.

10. GENERAL PROVISIONS

10.1 Notices. Each party will deliver all notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a "**Notice**") in writing and addressed to the other party at the addresses set forth in this Agreement (or to such other address that the receiving party may designate from time to time in accordance with this Section). Each party will deliver all Notices by personal delivery, nationally recognized overnight courier (with all fees prepaid), certified or registered mail (in each case, return receipt requested, postage prepaid) or email (with confirmation of transmission). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt or rejection by the receiving party and (b) if the party giving the Notice has complied with the requirements of this Section. Notwithstanding the foregoing, Analyst1 may provide notices to you via the email address you provided on an Order Form for all required or optional notices under this Agreement except notices for material breach or termination.

10.2 Assignment. This Agreement may not be assigned, in whole or part, whether voluntarily, by operation of law or otherwise, by Customer without the prior written consent of Analyst1. Subject to the preceding sentence, the rights and liabilities of the parties hereto are binding on, and will inure to the benefit of, the parties and their respective successors and assigns. Any attempted assignment other than in accordance with this Section 10.2 will be null and void.

10.3 Governing Law, Jurisdiction and Venue. This Agreement will be governed by and construed exclusively in accordance with the laws of the Federal laws of the United States (but expressly excluding the Uniform Computer Information Transactions Act ("**UCITA**"), without reference to its conflicts of law provisions.This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is hereby expressly excluded.

10.4 Amendment; Modification; Waiver. No amendment or modification of any provision of this Agreement will be effective unless in writing and signed by a duly authorized signatory of Analyst1 and Customer. The waiver by either party of a breach of or a default under any provision of this Agreement will be in writing and will not be construed as a waiver of any subsequent breach of or default under the same or any other provision of this Agreement, nor will any delay or omission on the part of either party to exercise or avail itself of any right or remedy that it has or may have hereunder operate as a waiver of any right or remedy.

10.5 Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal or unenforceable, the court may modify this Agreement to effect the original intent of the parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

10.6 Relationship of the Parties. Nothing contained in this Agreement will be deemed or construed as creating a joint venture, partnership, agency, employment or fiduciary relationship between the parties. Neither party nor its agents have any authority of any kind to bind the other party in any respect whatsoever, and the relationship of the parties is, and at all times will continue to be, that of independent contractors.

10.7 Force Majeure. In accordance with FAR Clause 52.212-4(f), Except for the payment of monies due hereunder, neither party will be liable for any failure to perform any of its obligations under this Agreement due to unforeseen circumstances or causes beyond the party's reasonable control, including acts of God, riot, embargoes, acts of governmental authorities, fire, earthquake, epidemics or pandemics, flood, acts of terror, computer attacks or malicious acts (such as attacks on or through the Internet, any Internet service provider, telecommunications or hosting facility) and accidents.

10.8 Public Announcements. Customer will cooperate with Analyst1 so that Analyst1 may issue a press release concerning this Agreement, publish Customer's nameand/or details concerning the parties' partnership on Analyst1's website to the extent permitted by the General Services Acquisition Regulation (GSAR) 552.203-71, provided that Analyst1 may not release any such press release without the prior approval of Customer (which will not be unreasonably withheld or delayed). Analyst1 will have the right to use Customer's name as a customer reference.

10.9 Government Use. If Customer is an agency or instrumentality of the U.S. Government, the Software is therefore "commercial computer software" and "commercial computer software documentation" and, as specified in FAR 12.212 or DFARS 227.7202, and their successors, as applicable, Customer will only have the rights to use, reproduce, or disclose the Software and Documentation specified in and subject to the terms and conditions of this Agreement. If any term or condition set forth in this Agreement: (a) allows for the automatic or unilateral termination or suspension of the U.S. Government's license rights or maintenance of services during the Term of this Agreement; (b) requires the governing law to be anything other than Federal law; (c) requires dispute resolution in a specific forum or venue that is different from that prescribed by applicable Federal law; (d) requires the U.S. Government to indemnify Analyst1; (e) permits equitable or injunctive relief or the award of attorney fees, costs or interest against the U.S. Government; (f) provides for the automatic renewal of the U.S. Government's license or services; or (g) in the case of a contract directly between Analyst1 and a U.S. Government agency, permits the assignment of the Agreement or any claim arising under the Agreement to a third party, then such term and condition will not apply to Customer, unless otherwise authorized by Federal law. Furthermore, nothing contained in this Agreement is meant to diminish the rights of the U.S. D.O.J. as identified in 28 U.S.C. Section 516. To the extent any term and condition set forth in this Agreement is contrary to U.S. Federal procurement law, then such term or condition will not apply to the U.S. Government but will continue to apply to prime contractors and subcontractors of the U.S. Government.

10.10 No Third-Party Beneficiaries. This Agreement is not intended to confer any benefit on any person or entity not a party to this Agreement.

10.11 Further Assurances. On a party's reasonable request, the other party will, at the requesting party's sole cost and expense, execute and deliver all such documents and instruments, and take all such further actions, as may be necessary to give full effect to this Agreement.

10.12 Export Regulation. The Software may be subject to US export control laws, including the US Export Control Reform Act and its associated regulations. Customer will not directly or indirectly, export, re-export, or release the Software to, or make the Software accessible from, any country, jurisdiction or person to which export, re-export, or release is prohibited by applicable law. Customer will comply with all applicable laws and complete all required undertakings (including obtaining any necessary export license or other governmental approval) prior to exporting, re-exporting, releasing, or otherwise making the Software available outside the US.

10.13 Entire Agreement. This Agreement, including the Order Form, and any documents or policies incorporated herein by reference, constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter of this Agreement.