

IMPORTANT

Please read this Cloud and Support Agreement (this “**Agreement**”) carefully. Customer's execution of an Order Form for a subscription to the Service or Customer's access to or use of the Service constitutes Customer's consent to this Agreement. This Agreement is between you and the company or organization that you represent (“**Customer**”) and ThreatConnect, Inc. at 3865 Wilson Blvd, Suite 550, Arlington, VA 22203 (“**ThreatConnect**”) concerning Customer's access to and use of the Service. Customer's agreement to these terms in accordance with the process set out in this Agreement will constitute a valid and binding signature, and upon ThreatConnect’s request, Customer will also sign a non-electronic version of this Agreement. ThreatConnect and Customer are herein referred to each as a “Party” and collectively as the “Parties”.

Customer's access to and use of the Service is also governed by the Order Form(s).

1. Definitions. Certain capitalized terms, if not otherwise defined on the Cover Page to which the Agreement is attached, will have the meanings set forth below:

a. “Addenda” or “Addendum” means any addendum or exhibit to this Agreement executed by both Parties, if any and may include, without limitation, the Professional Services Addendum and Order Form. If any conflict or inconsistency arises between the terms of this Agreement and an Addendum then the terms of the Addendum will prevail to the extent of the conflict or inconsistency.

b. “Confidential Information” means any material or information (however disclosed or recorded) relating to a Party’s research, development, products, product plans, services, customers, customer lists, markets, software, developments, inventions, processes, formulas, technologies, designs, drawings, marketing, finances, roadmaps or other business information or trade secrets that should reasonably be recognized as that Party’s proprietary or confidential information, whether or not expressly marked as confidential. Without limiting the foregoing, the Licensed Software and Documentation will constitute Confidential Information of ThreatConnect.

c. “Data” means any of the third-party threat and vulnerability intelligence and information that is periodically made available to ThreatConnect customers generally and Licensee specifically through the Data Subscription Service.

d. “Data Subscription Service” means ThreatConnect’s subscription service that provides access to certain Data, as specified on an applicable Order Form, via the Licensed Software.

e. Designated Contacts. “Designated Contacts” are Users that the Customer identifies as primary liaisons for technical support. Customer will identify between one (1) and four (4) Designated Contacts. Customer may be charged an additional fee for Designated Contacts in excess of four (4) at any given time. Customer will notify ThreatConnect whenever Designated Contact responsibilities are transferred to a new individual.

f. “Documentation” means ThreatConnect’s standard user manuals and/or related documentation generally made available to parties with a license to use the Licensed Software, as they may be amended by ThreatConnect from time to time.

g. “License Term” means the period specified on the Cover Page or on an applicable Order Form.

h. “Licensed Software” will mean the executable, object code version(s) of ThreatConnect’s proprietary software product(s) ordered and paid for by Licensee pursuant to an Order Form, together with any updates, patches, upgrades, modifications, fixes and enhancements provided to Licensee as part of the Support Services.

i. “Order Form” will mean a valid purchase order or other legally binding ordering document that sets forth the payments owed and Licensed Software and/or Support Services to be delivered or performed, and that is signed by both Parties.

j. “Support Services” means the technical hotline support and maintenance services, as more fully described in this agreement.

k. “Term” means the period during which this Agreement remains in force and effect.

2. Scope of Agreement. Licensee may purchase Licensed Software and/or Support Services under this Agreement pursuant to an Order Form. The terms and conditions of this Agreement apply to all Order Forms to the exclusion of any other terms or conditions that either Party seeks to impose or incorporate, or which are implied by trade or course

of dealing, and will apply even if an Order Form fails to specifically reference this Agreement (unless an Order Form (a) explicitly references this Agreement, (b) states an intent to deviate from its terms, and (c) is executed by both parties). Licensee acknowledges and agrees that, except as agreed pursuant to an Order Form or Addendum, ThreatConnect will have no obligation under this Agreement to provide any Data Subscription Service, Support Services, or training of any nature – including, without limitation, technical assistance, call center support, bug fixes, error corrections, procedural workarounds, or any updates relating to the Licensed Software.

3. License and Usage of Software

a. Software License. Subject to the terms of this Agreement and any restrictions set forth on an Order Form, ThreatConnect hereby grants to Licensee during the License Term, a limited, non-exclusive, non-transferable, non-sublicensable license to install and use the Licensed Software solely for Licensee’s internal business purposes and solely in accordance with the Documentation. Use of the Licensed Software will be limited to the number and type of licenses – whether per-named user (referring to the maximum number of individuals authorized to access or use the Licensed Software, whether or not such individual is so doing at any particular time), per-concurrent user (referring to the maximum number of users accessing or using the Licensed Software at any given time) or other approved Licensor-approved model – purchased and paid for by Licensee, as set forth on the applicable Order Form. Licensee is permitted to allow use of the Licensed Software and Documentation by its employees, consultants, and contractors (“Authorized Users”), provided that Authorized Users use and access the Licensed Software solely on behalf of and for the benefit of the Licensee and pursuant to the terms of this Agreement. Licensee will be responsible for all acts and omissions of such Authorized Users, as well as any act or omission by any Authorized User that, if undertaken by the Licensee, would constitute a breach of this Agreement. Licensee will make all Authorized Users aware of the provisions of this Agreement as applicable to their use of the Licensed Software and will cause all Authorized Users to comply with such provisions. Licensee may make a reasonable number of copies of the Licensed Software solely for back-up and archival purposes.

b. Documentation License. Subject to the terms and conditions of this Agreement, ThreatConnect hereby grants to Licensee a limited, non-exclusive, non-transferable, non-sublicensable license during the License Term to use the Documentation as necessary for its permitted use of the Licensed Software, and to make a reasonable number of copies of the Documentation.

c. Data License. Subject to the terms and conditions of this Agreement, Licensee may purchase a Data Subscription Service from ThreatConnect for use with the Licensed Software, and ThreatConnect will make the applicable Data available during the Term for Licensee to download and use only for Licensee’s internal purposes.

d. Prohibited Uses. The material addressed in this Paragraph 3 (the “ThreatConnect Material”) is licensed, not sold. Licensee will not use the ThreatConnect Material for any purposes beyond the scope of the licenses granted in this Agreement. Without limiting the generality of the foregoing and except as expressly permitted in this Agreement, Licensee will not (and will not permit any third party to): (i) allow use of the ThreatConnect Material by persons other than Authorized Users; (ii) assign, sublicense, distribute, sell, lease, rent, novate or otherwise transfer or convey the ThreatConnect Material to any third party, (iii) disclose any applicable software license key to the Licensed Software to any third party; (iv) pledge as security or otherwise encumber Licensee’s right under the licenses granted in this Paragraph 3; (v) modify, adapt, translate, publicly display, publish, create derivative works from, or distribute the Licensed Material (or any component thereof); (vi) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any component of the ThreatConnect Material, except and only to the extent that applicable law expressly permits such actions despite this limitation – and, in such circumstances, Licensee must notify ThreatConnect and allow ThreatConnect the opportunity to carry out such actions for a reasonable commercial fee; (vii) use the ThreatConnect Material as a service bureau, ASP or SaaS offering for third parties; (viii) remove, alter or obscure any proprietary notices or legends from the ThreatConnect Material or any copies thereof; (ix) resell, commercially exploit, publicly disclose, or otherwise make available to any third party any of the ThreatConnect Material. All rights not granted under the Agreement are reserved by ThreatConnect and its licensors (if any).

e. Compliance with Laws. Licensee will not, directly or indirectly export or re-export or knowingly permit the export or re-export of any Licensed Software in breach of any applicable export and import control laws and regulations including regulations of the United States Bureau of Industry and Security and other applicable agencies. Furthermore, Licensee will ensure that its use of the Licensed Software is in accordance with all applicable laws and regulations. Licensee will obtain all import licenses, certificates, and all relevant

documentation and authorizations prior to any delivery of the Licensed Software to Licensee. If Licensee is unable, despite diligent efforts, to obtain such licenses, Licensee will so notify ThreatConnect in writing, and ThreatConnect will be under no obligation to deliver the Licensed Software to Licensee.

f. Ownership. Licensee acknowledges that ThreatConnect and its licensors (if any) own all right, title and interest, including all patent, copyright, trade secret, trademark, moral rights and other intellectual property rights in and to the Licensed Software and Support Services, and ThreatConnect expressly reserves all rights not expressly granted to Licensee in this Agreement.

g. Third-Party Software. Licensee acknowledges and agrees that the Licensed Software may include certain third-party software (“**Third-Party Software**”), as referenced in the Documentation, for use in combination with the Licensed Software. Such Third-Party Software is free and distributed to Licensee solely under the terms set forth in their respective license agreements. Licensee acknowledges and agrees that this Agreement in no way supplements or detracts from any term or condition therein. By accepting this Agreement, Licensee is also accepting the respective Third-Party Software license agreements, if any, and Licensee will undertake all measures necessary to ensure that its use of such Third-Party Software complies in all respects with any contractual or other legally binding obligations to the third-party provider of such Third Party Software. ThreatConnect will pass any Third-Party Software warranties or indemnities through to Licensee to the extent that ThreatConnect is authorized to do so.

h. Audit. Licensee will maintain accurate records relating to use of the Licensed Software as authorized by this Agreement during the Term and for at least two (2) years thereafter. ThreatConnect, or persons designated by ThreatConnect, will, at any time during the period when Licensee is obliged to maintain such records, be entitled to inspect such records and Licensee computing devices, in order to verify that the Licensed Software is used in accordance with the terms of this Agreement and that the applicable fees for the Software and Support Services have been paid; provided that ThreatConnect may conduct no more than one (1) audit during any twelve (12) month period. Licensee will promptly pay to ThreatConnect any underpayments revealed by any such audit. Any such audit will be performed at ThreatConnect’s expense during normal business hours, provided that Licensee will promptly reimburse ThreatConnect for the cost of such audit and any applicable fees if such audit reveals an underpayment of more than five percent (5%) of the amounts payable by Licensee to ThreatConnect for the period that is the subject of the audit.

i. Software Delivery. As soon as commercially practicable after the Effective Date and ThreatConnect’s acceptance of an Order Form, ThreatConnect will deliver to Licensee a software license key that Licensee may use to access the Licensed Software via electronic download. Notwithstanding anything to the contrary in this Agreement or any Addendum or Order Form, delivery of the Licensed Software will be deemed complete upon the delivery of the software license key to the Licensee (“**Delivery Date**”).

j. Data Delivery. During any period during which Licensee maintains a subscription to the Data Subscription Service, ThreatConnect will make available the applicable Data via the Licensed Software in accordance with the Documentation. Licensee will only obtain access to the Data ordered by Licensee. The nature, scope and type of the Data may vary based on the type of subscription in the applicable Order Form. IN THE EVENT THE INTERNET OR OTHER COMMUNICATION NETWORKS OR WIRELESS CONNECTIVITY IS UNAVAILABLE, LICENSEE MAY NOT BE ABLE TO USE CERTAIN FEATURES OR FUNCTIONS OF THE DATA OR SOFTWARE. IN ADDITION, LICENSEE AGREES AND ACKNOWLEDGES THAT THE DATA SUBSCRIPTION SERVICE WILL BE UNAVAILABLE DURING ANY PERIOD DURING WHICH LICENSEE DOES NOT ORDER AND PAY FOR SUCH SERVICE.

k. Other Services. Licensee may, via the Software, connect to other ThreatConnect services and offerings. Any access to such offerings will be granted pursuant to separate agreements governing such services and offerings between Licensee and ThreatConnect.

l. Restrictions on Storage of Regulated Data. The parties acknowledge ThreatConnect will use reasonable and appropriate administrative, technical and physical safeguards to protect the security, integrity and confidentiality of personal contact information that may be stored on the servers, such as name, address, telephone number, and/or email address. Licensee acknowledges and agrees that 1) the Service offering is not intended or designed to securely host and store any “personal information” that is “sensitive” by nature or deemed “sensitive” by any applicable laws or regulations (such as social security numbers, credit card data, drivers license numbers, national ID numbers, bank account numbers, and health/medical information) and Customer shall not store any such

information on the Service offering, and 2) RSA will have no visibility into the types of information uploaded or stored on the Service offering by Licensee.

4. Support Services.

a. Term. Any Support Services purchased under this Agreement must be purchased in periods of 12 consecutive months. Subject to the terms and conditions of this Agreement, Support Services will initially commence on the Delivery Date – or, if later, upon acceptance of the Order Form for the Support Services – and will automatically expire at the end of the period of time for which the applicable fees have been paid, unless applicable fees for a renewal term have been paid.

b. Scope of Support Services. Support Services will be comprised of the following:

i. Technical Hotline Support. ThreatConnect will provide help desk technical support to Licensee's Designated Contacts during the times and in accordance with the service levels that are applicable for the level of Support Services purchased by Licensee. Unless otherwise set forth on Exhibit A or the applicable Order Form, such help desk technical support will be provided to Licensee's Designated Contacts during ThreatConnect's normal business hours.

ii. Maintenance: ThreatConnect will make available to Licensee any updates, patches, upgrades and modifications to the Licensed Software that ThreatConnect generally releases or makes available at no additional cost to ThreatConnect's other customers subscribing to the same level of Support Services, only during the period for which such Support Services fees have been paid in full by Licensee.

c. Interruptions in Service. If Licensee does not continuously maintain Support Services, before Licensee may resume receipt of Support Services it must pay to ThreatConnect the applicable Support Services fees that were not previously paid for the unsubscribed period (the "Unpaid Fees"), plus an additional reinstatement fee in an amount equal to 20% of the Unpaid Fees.

d. Licensee's Responsibility. In connection with ThreatConnect's provision of the Support Services, Licensee will perform the following responsibilities: (i) maintain the Licensed Software in good working order in compliance with the minimum system requirements set forth in the Documentation (this ensures that any problems reported to ThreatConnect are not due to hardware malfunction or Licensee's improper maintenance); (ii) supply ThreatConnect with access to and use of information, facilities, and personnel reasonably required by ThreatConnect to render the Support Services; and (iii) perform any tests or procedures recommended by ThreatConnect for the purpose of identifying or resolving any problems. Licensee's delay or failure to satisfy the foregoing will, for the duration of the delay or failure, relieve ThreatConnect of its obligations with respect to the Support Services requested.

e. Remote Support. ThreatConnect may require remote access to Licensee's systems to perform certain services, including remote troubleshooting and corrective action work. Licensee must provide remote access to the Licensed Software during the License Term such services from ThreatConnect. Serviceability of Licensee's site(s) is dependent on remote access to Licensee's system and an active Licensee Designated Contact. Licensee is responsible for providing ThreatConnect with any reasonably necessary remote access dial-up telephone numbers and passwords, or with Virtual Private Networking (VPN) connectivity. ThreatConnect will provide remote support upon approval from Licensee. In providing such support, ThreatConnect will comply with those Licensee information security and remote access policies and procedures of which ThreatConnect is made aware. Licensee acknowledges that ThreatConnect may, at times, need to access Licensee's system in order to review recent corrective actions and their impact on Licensee's system performance. If remote access is not granted, ThreatConnect will need to provide on-site Support Services. In such event, Licensee will provide, at no charge to ThreatConnect, office space, services, and equipment (such as copiers or fax machines) as ThreatConnect may reasonably require for performance of the Services, and ThreatConnect will invoice Licensee in accordance with ThreatConnect's then-current time and materials rates. Additionally, Licensee will reimburse ThreatConnect for pre-approved travel and other expenses actually incurred in connection with performance of on-site Services.

f. Limitations.

- i. Unless otherwise agreed by the Parties, ThreatConnect will have no obligation to provide Support Services with respect to any error or fault in the Licensed Software resulting from (i) use of the Licensed Software other than in accordance with this Agreement and the Documentation; (ii) incorrect or incomplete installation or configuration of the Licensed Software by Licensee or a third party; (iii) modification of the Licensed Software by Licensee or a third party; (iv) any combination or integration of the Licensed Software with hardware, software or technology not provided or approved by ThreatConnect; or (v) the failure by Licensee to implement recommendations issued in respect of errors or faults previously identified by ThreatConnect. If ThreatConnect reasonably determines that an error or fault has occurred as a result of any of the circumstances above, ThreatConnect may, in its sole and absolute discretion, decide to provide Support Services with respect to such error or fault. If ThreatConnect does decide to provide such Support Services, Licensee will reimburse ThreatConnect for the reasonable time and expenses incurred at ThreatConnect's then prevailing rate.
- ii. Unless otherwise agreed by the Parties, ThreatConnect will not be required to provide Support Services for any version of the Licensed Software other than a Supported Version. "**Supported Version**" means the most recent major version of the Licensed Software at issue from time to time, and the immediately preceding major version (a major version is designated by the number to the left of the first decimal point in the Licensed Software's title, for example: version 2.0 or version 3.0).
- iii. Support Services do not include the costs of on-site support, configuration, installation, training or other services, which additional services, if available, may be purchased separately from ThreatConnect.

5. FEES AND PAYMENTS

- a. **Fees Payable.** Licensee will pay to ThreatConnect, without setoff or deduction, the amounts set forth on the Order Form. Fees for the Licensed Software may be invoiced at any time after the Delivery Date. Fees for the Data Subscription Service and Support Services will be paid annually in advance of the term covered, and will be invoiced upon acceptance of the Order Form. Unless otherwise provided on an Order Form, all such fees will be due and payable in US Dollars within thirty (30) calendar days from the date of invoice by wire transfer to the bank account specified by ThreatConnect unless an Order Form expressly states otherwise.
- b. **Late Charges.** ThreatConnect reserves the right to charge, and Licensee agrees to pay, a late charge equal to one and one-half percent (1.5%) per month on any amount that is unpaid on its due date.
- c. **Taxes.** All amounts payable under this Agreement exclude all applicable sales, use, and other taxes, and all applicable export and import fees, customs duties, and similar charges. Licensee will be responsible for payment of all such taxes (other than taxes based on ThreatConnect's income), fees, duties, and charges, and any related penalties and interest, arising from the payment of any fees hereunder, the grant of license rights hereunder, or the delivery of Support Services. Licensee will make all payments required hereunder to ThreatConnect free and clear of, and without reduction for, any withholding taxes.

6. WARRANTIES

- a. **Software Warranty.** ThreatConnect hereby warrants, for the benefit of Licensee only, that the Licensed Software will conform in all material respects to the Documentation for a period of ninety (90) days from the Delivery Date ("**Warranty Period**"). If, during the Warranty Period the Licensed Software does not conform in all material respects with the Documentation, Licensee's sole and exclusive remedy, and ThreatConnect's sole and exclusive liability, will be for ThreatConnect to, at its option, either repair the defects or refund the license fees paid by Licensee for the affected Licensed Software – provided that such warranty will not apply to failures to conform to the Documentation to the extent such failures arise from (i) any use of the Licensed Software other than in accordance with the Documentation or this Agreement, (ii) modification of the Licensed Software by Licensee or any third party or (iii) any combination of the Licensed Software with software, hardware, or other technology not provided or approved by ThreatConnect.
- b. **Support Services Warranty.** ThreatConnect hereby warrants, for the benefit of Licensee only, that the Support Services will be performed in a professional, workmanlike manner by reasonably skilled persons.
- c. **Data Subscription Service Warranty.** ThreatConnect does not make any warranties about the accuracy of the Data. ThreatConnect will use commercially reasonable efforts to furnish the Data as accurately as reasonably

practicable, but Licensee acknowledges that the Data is obtained by ThreatConnect from third parties, and ThreatConnect does not and cannot warrant that the Data is complete, accurate, current, all-inclusive or guaranteed. ThreatConnect is not responsible for and does not control the source of any Data. In addition, the components underlying and constituting the Data are constantly changing, and ThreatConnect does not warrant that any information contained in the Data will be accurate.

d. No Other Warranties. EXCEPT AS EXPRESSLY WARRANTED IN THIS SECTION 6, THE LICENSED SOFTWARE, DATA SUBSCRIPTION SERVICE, DATA, AND ANY OTHER MATERIALS, SOFTWARE, DATA, OR SERVICES PROVIDED BY THREATCONNECT ARE PROVIDED “AS IS” AND “WITH ALL FAULTS,” AND THREATCONNECT EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND OR NATURE, WHETHER EXPRESS, IMPLIED, OR STATUTORY – INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF OPERABILITY, CONDITION, TITLE, NON-INFRINGEMENT, NON-INTERFERENCE, VALUE, ACCURACY OF DATA, OR QUALITY – AS WELL AS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ABSENCE OF ANY DEFECTS THEREIN, WHETHER LATENT OR PATENT. THREATCONNECT DOES NOT WARRANT THAT THE OPERATION OF THE LICENSED SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL ERRORS WILL BE CORRECTED.

7. LIMITATION OF LIABILITY

a. Limitation on Damages. IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT FOR ANY LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF DATA, BUSINESS INTERRUPTION, LOSS OF GOODWILL, OR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM, WHETHER IN CONTRACT, TORT, NEGLIGENCE OR OTHERWISE, EVEN IF THREATCONNECT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION ON DAMAGES AND CLAIMS IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE. FOR THE AVOIDANCE OF DOUBT, ANY AMOUNT AWARDED BY A COURT IN CONNECTION WITH THREATCONNECT’S INDEMNIFICATION OBLIGATIONS, OR ANY SETTLEMENT OF AN INDEMNIFICATION CLAIM, WILL BE SUBJECT TO THIS SECTION AND CONSIDERED DIRECT DAMAGE, NO MATTER HOW DENOMINATED BY THE COURT.

b. Cap on Damages. WITHOUT PREJUDICE TO LICENSEE’S OBLIGATION TO PAY FEES DUE UNDER THIS AGREEMENT, EACH PARTY’S TOTAL, CUMULATIVE LIABILITY FOR ALL CLAIMS ARISING UNDER OR RELATING TO THIS AGREEMENT (WHETHER IN CONTRACT, TORT, NEGLIGENCE, OR OTHERWISE), WILL NOT EXCEED THE TOTAL AMOUNT OF ALL FEES THEN-PAID TO THREATCONNECT BY LICENSEE PURSUANT TO THIS AGREEMENT DURING THE TWELVE (12)-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT, ACT, OR OMISSION GIVING RISE TO SUCH LIABILITY. THIS LIMITATION ON LIABILITY IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

c. Essential Basis. The disclaimers, exclusions, and limitations of liability set forth in this Agreement form an essential basis of the bargain between the Parties and, absent such disclaimers, exclusions or limitations of liability, the provisions of this Agreement – including, without limitation, the economic terms – would be substantially different.

8. INDEMNIFICATION

a. Indemnity. Subject to the limitations set forth in Paragraph 7.2, ThreatConnect will defend Licensee from and against any unaffiliated third-party claim (including reasonable attorney’s fees) asserted against Licensee that Licensee’s use of the Licensed Software as expressly authorized in this Agreement infringes any third party’s U.S. patent, copyright, or trade secrets, and ThreatConnect will pay all third-party costs and damages awarded in any such suit or agreed to in settlement of any claim between such third party and ThreatConnect – provided that, as a condition precedent to any such indemnification, Licensee promptly notifies ThreatConnect in writing of any such claim’s having been asserted, gives ThreatConnect sole and complete control of the defense of said claim, and provides all reasonably requested assistance for defense of same and does not make any settlement, admission, or compromise in respect of such claim.

b. Non-Applicability of Indemnification Obligations in Certain Circumstances. Notwithstanding the foregoing, ThreatConnect will have no obligation or liability to the extent that the alleged infringement arises from: (a) the combination, operation, or use of the Licensed Application with products, services, information, materials, technologies, business methods or processes not furnished by ThreatConnect; (b) modifications to the Licensed Software, which modifications are not made by ThreatConnect; (c) use of a superseded release of the Licensed Software, where ThreatConnect had provided Licensee with a subsequent release of the Licensed Software; or (d) use of the Licensed Software except in accordance with the Documentation and any applicable laws and regulations. Licensee will indemnify, defend and hold ThreatConnect harmless from any third-party claim arising as a result of the events in clauses (a) through (d) above.

c. Assurance of Use. Upon the occurrence of any claim for which indemnity is claimed by Licensee under this Paragraph 8(a), or in the event that ThreatConnect believes that such a claim is likely, ThreatConnect may, at its option (i) appropriately modify the Licensed Software so that it becomes non-infringing, or substitute functionally equivalent software or services; (ii) obtain a license to the applicable third-party intellectual property rights; or, (iii) if, in ThreatConnect's sole and absolute discretion, neither (i) nor (ii) is reasonably achievable, terminate the license granted to Licensee for the affected Licensed Software on written notice to Licensee. The obligations set forth in this Paragraph 8 will constitute ThreatConnect's entire liability and Licensee's sole remedy for any actual or alleged infringement or misappropriation.

9. CONFIDENTIALITY

a. Ownership of Confidential Information. The Parties acknowledge that during the performance of this Agreement, each Party will have access to certain of the other Party's Confidential Information. Both Parties agree that, as between the Parties, all items of Confidential Information are proprietary to the disclosing Party and will remain the sole property of the disclosing Party.

b. Receiving Party Obligations. Except as set forth in the remaining provisions of this Paragraph 9, each Party, as the receiving Party of the other Party's Confidential Information, will:

- i.** protect and safeguard the confidentiality of the disclosing Party's Confidential Information with at least the same degree of care as the receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care;
- ii.** not use the disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to perform its obligations under this Agreement, or otherwise in any manner to the Disclosing Party's detriment;
- iii.** not disclose any such Confidential Information to any person or entity, except to such persons who (A) need to know the Confidential Information to assist the receiving Party, or act on its behalf, in relation to its rights and/or obligations under this Agreement; (B) are informed by the receiving Party of the confidential nature of the Confidential Information; and (C) are subject to confidentiality duties or obligations to the receiving Party that are no less restrictive than the terms and conditions of this Agreement; and
- iv.** be responsible for any breach of this Agreement caused by any third parties to whom the Confidential Information is provided.

c. Exceptions. The foregoing obligations will not apply to information that: (i) is publicly available or in the public domain at the time disclosed; (ii) is or becomes publicly available or enters the public domain through no fault of the receiving Party; (iii) is rightfully communicated to the receiving Party by persons not bound by confidentiality obligations with respect thereto; (iv) is already in the receiving Party's possession free of any confidentiality obligations with respect thereto at the time of disclosure; (v) is independently developed by the receiving Party; or (vi) is approved for release or disclosure by the disclosing Party without restriction.

d. Authorized Disclosure. Notwithstanding the provisions of this Paragraph 9, each Party may disclose Confidential Information: (a) to the limited extent required 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 the Party making the disclosure pursuant to the order will first have given written notice to the other Party and made a reasonable effort to obtain a protective order; (b) to establish a Party's rights under this Agreement, including to make such court filings as it may be required to do; (c) in connection with an initial public offering or securities filing; and (d) to its accountants, banks and advisors who are under obligations of confidence.

10. TERM AND TERMINATION

a. Term. This Agreement will commence upon the Effective Date and, unless earlier terminated in accordance with this Paragraph 10, will remain in full force and effect with respect to and until the expiration or termination of: (a) any and all Addenda executed, and outstanding Order Forms; and (b) any License Term for the applicable Licensed Software.

b. Termination for Breach. Either Party may terminate this Agreement and/or any Order Form immediately upon written notice in the event that the other Party materially breaches this Agreement and thereafter (i) in the case of material breach resulting from non-payment of amounts due hereunder, has failed to pay such amounts within ten (10) days after receiving written notice thereof; (ii) has failed to cure any other material breach (or to commence diligent efforts to cure such breach that are reasonably acceptable to the terminating Party) within thirty (30) days after receiving written notice thereof; or (iii) cannot cure said breach because cure is impossible. A termination of the Agreement pursuant to this Paragraph 10(b) will terminate any License Term and/or Order Form then in effect.

c. Support Services. Support Services may be terminated at any time in the same way as described in Paragraph 10(b) for a material breach of a Party's obligations and responsibilities in respect of the Support Services or for non-payment.

d. Suspension. Without prejudice to ThreatConnect's other rights and remedies, ThreatConnect may suspend provision of the Professional Services in the event that Licensee does not pay any invoice on or by the due date for payment.

e. Termination of Individual Addenda. Each Party may terminate any particular Addendum according to any provision therein permitting such termination, provided that this Agreement (including any Order Form and any other Addenda) will remain in full force and effect in accordance with their respective terms.

f. Accrued Obligations. Termination of this Agreement and/or any particular Addendum will not release the Parties from any liability which, at the time of termination, has already accrued or which thereafter may accrue with respect to any act or omission before termination. Notwithstanding the foregoing, the Party terminating this Agreement or any Addenda as permitted by any provision in this Paragraph 10 will incur no additional liability merely by virtue of such termination.

g. Cumulative Remedies. Termination of this Agreement and/or any applicable Addendum, regardless of cause or nature, will be without prejudice to any other rights or remedies of the Parties. Except as otherwise expressly stated in this Agreement, all remedies specified in this Agreement are cumulative with any other remedies that may be available at law or in equity.

h. Obligations on Termination. Upon any termination or expiration of this Agreement, each Party will (i) immediately discontinue all use of the other Party's Confidential Information; (ii) delete the other Party's Confidential Information from its computer storage or any other media, including, but not limited to, online and off-line libraries; (iii) will return to the other Party or – at the other Party's written option, destroy – all copies of such other Party's Confidential Information then in its possession; and (iv) will promptly pay all amounts due and remaining payable hereunder. Upon expiration or termination of the License Term, Licensee will, and will ensure that all Authorized Users will, immediately cease all use of the Licensed Software and delete all copies of the Licensed Software in its control. Upon ThreatConnect's request, Licensee will certify in a signed writing to ThreatConnect that it has complied with the terms of this Paragraph 10(h).

11. GENERAL

a. Applicable Law. This Agreement, and the rights and obligations of the Parties hereunder, will be construed in accordance with, and will be governed by, the laws of the Commonwealth of Virginia, without giving effect to its rules regarding conflicts of laws. Licensee agrees that any and all causes of action between the Parties arising from or in relation to this Agreement will be brought exclusively in the state and federal courts located within the Commonwealth of Virginia. The Parties hereby knowingly, voluntarily, and intentionally waive any right either may have to a trial by jury in respect to any litigation arising in connection with this Agreement. The Parties agree that if the governing law of this Agreement includes or subsequently adopts a statute commonly known as or substantially similar to the Uniform Computer Information Transactions Act ("UCITA"), the provisions of UCITA will not apply to this Agreement nor to the transactions contemplated hereunder.

b. Arbitration. Any dispute or claim arising out of or relating to this Agreement will be finally settled by binding arbitration in Arlington County, Virginia, under the then-prevailing commercial arbitration rules of the American Arbitration Association. One arbitrator, appointed in accordance with those rules, will conduct the arbitration. The arbitration proceedings and all pleadings and written evidence will be in the English language. The arbitrator will apply the laws of the Commonwealth of Virginia to the merits of any dispute or claim. The arbitrator will issue a written opinion in support of his or her decision stating the legal and factual basis for the decision and the reasoning leading to such decision. Any decision rendered by the arbitration panel will be binding, final and conclusive upon the Parties, and a judgment thereon may be entered in, and enforced by, any court having jurisdiction over the Party against which an award is entered or the location of such Party's assets, and the Parties hereby irrevocably waive any objection to the jurisdiction of such courts based on any ground, including without limitation, improper venue or *forum non conveniens*. The Parties and the arbitrator will be bound to maintain the confidentiality of this Agreement, the dispute, and any award – except to the extent necessary to enforce any such award. Subject to the discretion of the arbitrator, the substantially prevailing Party, if a Party is so designated in the arbitration award, will be entitled to recover from the other Party its costs and fees, including attorneys' fees, associated with such arbitration. However, the arbitrator may not grant licenses to any intellectual property owned by either Party, nor may the arbitrator award punitive damages or any other form of damages prohibited pursuant to the terms of this Agreement. Notwithstanding anything to the contrary herein, each Party will be entitled, at any time, without first resorting to the dispute resolution process set forth above, to seek injunctive or other equitable relief from any court of competent jurisdiction, wherever such Party deems appropriate, in order to preserve or enforce such Party's rights hereunder. By agreeing to this binding arbitration provision, the Parties understand that they are waiving certain rights and protections which may otherwise be available if a dispute between the Parties were determined by litigation in court, including, without limitation, the right to seek or obtain certain types of damages precluded by this arbitration provision, the right to a jury trial, certain rights of appeal, and a right to invoke formal rules of procedure and evidence.

c. Force majeure. Except for payment obligations, each Party will be excused from performance of its obligations under this Agreement if such a failure to perform results from compliance with any requirement of applicable law, acts of god, fire, strike, embargo, terrorist attack, war, insurrection or riot or other causes beyond the reasonable control of such Party. Any delay resulting from any of such causes will extend performance accordingly or excuse performance, in whole or in part, as may be reasonable under the circumstances.

d. Notices. All notices must be in writing and in the English language, and will be deemed given only when hand-delivered or sent by documented delivery service to the Party to whom the notice is directed as set forth on the Cover Page, and if to ThreatConnect, with a copy to Berenzweig Leonard, LLP, 8300 Greensboro Drive, Suite 1250, McLean, VA 22102, Attn: Nicholas R. Johnson, Esq. Each notice will be deemed to have been served when actually received by the receiving Party. A Party may change its address for notices by sending a change of address notice using this notice procedure.

e. Independent Contractors. ThreatConnect and Licensee acknowledge and agree that the relationship arising from this Agreement does not constitute or create any joint venture, partnership, employment relationship or franchise between them, and the Parties are acting as independent contractors in making and performing this Agreement.

f. Assignment. Neither Party may assign, sub-license, transfer, or otherwise dispose of any of its rights or transfer or otherwise dispose of any of its obligations under this Agreement without the prior written consent of the other Party – which consent will not be unreasonably withheld. Any purported assignment or delegation by Licensee not made in accordance herewith will be null, void, and of no effect. Notwithstanding the foregoing: (a) each Party will be permitted to assign this Agreement to a successor in interest from a sale, merger, or acquisition and to an affiliate for reorganizational purposes without the consent of the other Party; and (b) ThreatConnect may perform any of its obligations or exercise any of its rights under this Agreement by itself or through any subcontractor.

g. Amendment. No amendment to this Agreement or any Addendum will be valid unless such amendment is made in writing and is signed by the authorized representatives of both Parties.

h. Waiver. No waiver under this Agreement will be valid or binding unless set forth in writing and duly executed by the Party against whom enforcement of such waiver is sought. Any such waiver will constitute a waiver only with respect to the specific matter described therein and will in no way impair the rights of the Party granting

such waiver in any other respect or at any other time. Any delay or forbearance by either Party in exercising any right hereunder will not be deemed a waiver of that right.

i. Severability. If any provision of this Agreement is invalid or unenforceable for any reason in any jurisdiction, such provision will be construed to have been adjusted to the minimum extent necessary to cure such invalidity or unenforceability. The invalidity or unenforceability of one or more of the provisions contained in this Agreement will not have the effect of rendering any such provision invalid or unenforceable in any other case, circumstance, or jurisdiction, or of rendering any other provisions of this Agreement invalid or unenforceable.

j. Survival. Upon termination or lapse of this Agreement, and provisions hereof that should, by their nature, survive such termination or lapse will so survive.

k. No Third-Party Beneficiaries. The Parties acknowledge that the covenants set forth in this Agreement are intended solely for the benefit of the Parties, their successors, and their permitted assigns. Nothing herein, whether express or implied, will confer upon any person or entity, other than the Parties, their successors, and their permitted assigns, any legal or equitable right whatsoever.

l. U.S. Government End-Users. Each of the components that constitute the Licensed Application is a “commercial item,” as that term is defined at 48 C.F.R. 2.101, consisting of “commercial computer software” and/or “commercial computer software documentation” as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government end users acquire the Licensed Application with only those rights set forth herein. If Licensed Software is acquired for or on behalf of the U.S. Government, then it is recognized and agreed that the Licensed Software: (i) was developed at private expense; (ii) was not required to be originated or developed under a Government contract; and (iii) was not generated as a necessary part of performing a Government contract.

m. Headings. The headings in this Agreement are inserted merely for the purpose of convenience and will not affect the meaning or interpretation of any provision of this Agreement.

n. Counterparts. This Agreement may be executed in any number of counterpart each of which, when so executed, will be deemed to be an original, and all of which taken together will constitute one Agreement.

o. Entire Agreement. This Agreement (together with any Addenda) sets forth the entire agreement and understanding between the Parties hereto with respect to the subject matter hereof and, except as specifically provided herein, supersedes and merges all prior oral and written agreements, discussions and understandings between the Parties with respect to the subject matter hereof, and neither of the Parties will be bound by any conditions, inducements or representations other than as expressly provided for herein. To the fullest extent permitted by applicable law, each Party acknowledges and accepts that, in entering into this agreement, it has not relied upon any representation, undertaking or promise except as set out in this Agreement or the applicable Schedule.

EXHIBIT A

Professional Services Addendum

This Professional Services Addendum (the “Addendum”) is made as of the Addendum Effective Date (defined below) and is an addendum to, and is hereby incorporated into, the Agreement between ThreatConnect and Licensee, comprising the Master Software License and Support Agreement, Cover Page and any other Addenda incorporated therein (collectively, the “Agreement”).

ADDITIONAL DEFINITIONS. Capitalized terms used in this Addendum that are not otherwise defined in this Addendum have the meaning set forth in the Agreement.

1 PROFESSIONAL SERVICES.

1.1 Professional Services. The Parties anticipate that Licensee may wish to engage ThreatConnect to perform certain services in connection with the Licensed Software, including, by way of example, installation, configuration, and training services. Subject to the terms and conditions set forth in this Addendum, ThreatConnect will perform the services as set forth in a Statement of Work executed by the Parties (the “**Professional Services**”). Professional Services do not include Support Services.

1.2 Statements of Work. Licensee may from time to time request that ThreatConnect perform services, and ThreatConnect will work with Licensee to prepare a written description of the services, fees, and costs (“**Statement of Work**”). Each Statement of Work, regardless of whether it relates to the same subject matter as any previously executed Statement(s) of Work, will become effective only upon execution by authorized representatives of both Parties, and until such time, ThreatConnect will have no obligation to perform the proposed Professional Services set out therein.

1.3 Modifications. Licensee may, at any time, request a modification to the Professional Services to be performed pursuant to any particular Statement of Work by written request to ThreatConnect specifying the desired modifications. ThreatConnect will, within a reasonable time following receipt of such request, submit an estimate of the cost for such modifications and a revised estimate of the time for performance of the Professional Services pursuant to the Statement of Work. If accepted in writing by Licensee, such modifications in the Statement of Work will be performed under the terms of this Addendum. Modifications in any Statement of Work will become effective only when a written change request is executed by authorized representatives of both Parties.

2 PERSONNEL.

2.1 Suitability. ThreatConnect will assign personnel with qualifications suitable for the work described in the relevant Statement of Work. ThreatConnect may replace or change personnel in its discretion with other suitably qualified employees or subcontractors where required.

2.2 Licensee Responsibilities. Licensee will make available in a timely manner at no charge to ThreatConnect all technical data, computer facilities, programs, files, documentation, test data, or other information and resources of Licensee reasonably required by ThreatConnect for the performance of the Professional Services. Licensee will ensure that all such data, material, and information is accurate and complete. Licensee will provide, at no charge to ThreatConnect such office space, services, and equipment (such as copiers, fax machines, and modems) as ThreatConnect may reasonably require to perform the Professional Services. Licensee will comply with any and all additional responsibilities required for certain Professional Services and which are agreed in the Statement of Work.

2.3 Non-Solicitation. Licensee acknowledges and agrees that the employees and consultants of ThreatConnect who perform the Professional Services are a valuable asset to ThreatConnect and are difficult to replace. Accordingly, Licensee agrees that, for a period of one (1) year after the termination or expiration of this Addendum, it will not, directly for itself or indirectly for the benefit of another, offer employment or engagement (whether as an employee, independent contractor or consultant) to any ThreatConnect employee or consultant who performs any of the Professional Services. The foregoing limitation will not apply to employment subject to a general advertising campaign not specifically targeted at such employees and consultants.

3 FEES AND PAYMENTS. In consideration of the Professional Services, Licensee will pay to

ThreatConnect such fees as required by the applicable Statement of Work. Additionally, Licensee will reimburse ThreatConnect for (a) reasonable travel, accommodation, and other out-of-pocket expenses incurred in connection with the performance of the Professional Services; and (b) any other expenses for which reimbursement is contemplated in the applicable Statement of Work. Except as provided herein, each Party will be responsible for its own expenses incurred in rendering performance under this Addendum and each applicable Statement of Work. Unless otherwise contemplated in a particular Statement of Work, ThreatConnect will issue invoices to Licensee on a monthly-in-arrears basis for amounts due under this Addendum. Without prejudice to ThreatConnect's other rights and remedies, ThreatConnect may suspend provision of the Professional Services in the event that Licensee does not pay any invoice for Professional Services that is not subject to a good faith dispute, on or by the due date for payment.

- 4 PROPRIETARY RIGHTS.** Licensee agrees that all intellectual property rights, including without limitation all copyrights, patents, trademarks, service marks, concepts, inventions, ideas, concepts and trade secrets, arising in the course of the Professional Services and in any deliverables provided by ThreatConnect are solely the property of ThreatConnect or its licensors. Subject to full payment for the Professional Services, ThreatConnect grants to Licensee a non-exclusive, non-transferable, non-sublicenseable license to internally use the deliverables for the purpose for which they were provided. Licensee may not modify, alter decompile, disassemble, reverse-engineer, or create derivative works from such deliverables. This license is not a license to any Licensed Software.
- 5 WARRANTIES AND LIABILITY.** ThreatConnect warrants that the Professional Services will be done in a workmanlike manner and will conform to standards of the industry. Licensee must notify ThreatConnect of any failure to so perform within ten (10) days after the completion of the Professional Services. ThreatConnect's entire liability and Licensee's sole remedy for ThreatConnect's failure to so perform will be for ThreatConnect to, at its option, (a) use reasonable efforts to correct such failure, or (a) terminate the applicable Statement of Work. Subject to the foregoing, ThreatConnect makes no further representations or warranties under this Addendum, and Licensee acknowledges that this Addendum is subject to all disclaimers and limitations or liability set forth in the Agreement.
- 6 TERM; TERMINATION.**
 - 6.1 Term.** This Addendum will commence on the date on which it was executed by both Parties ("**Addendum Effective Date**") and will remain in effect until terminated in accordance with this Paragraph 7. Either Party may terminate this Addendum on written notice provided that there are no outstanding Statements of Work as at the date of termination.
 - 6.2 Termination for Breach.** Either Party may, at its option, terminate this Addendum notwithstanding the pendency of any Statement of Work in the event of a material breach of this Addendum by the other Party. Such termination may be effected only by means of a written notice to the breaching Party, specifically identifying the breach or breaches on which such notice of termination is based. The breaching Party will have a right to cure such breach or breaches within thirty (30) days of receipt of such notice, and this Addendum will terminate in the event that such cure is not made within such thirty (30)-day period. Without limiting the foregoing, ThreatConnect may immediately terminate this Addendum upon written notice in the event Licensee becomes insolvent or enters bankruptcy during the term of this Addendum. Termination of this Addendum will act to automatically terminate all outstanding Statements of Work issued pursuant hereto.
 - 6.3 Termination of Individual Statements of Work.** Licensee may, at its sole option and for its own convenience, terminate any or all Statements of Work in effect upon thirty (30) days prior written notice. Upon such termination and subject to full payment, ThreatConnect will inform Licensee of the extent to which performance has been completed through such date, and deliver all work in process.
 - 6.4 Effect of Termination.** In the event of termination or expiration of this Addendum, Licensee will promptly pay to ThreatConnect all amounts due and outstanding for all work performed and expenses incurred through the date of termination.
 - 6.5 Survival.** All provisions of this Addendum that should, by their nature, survive termination hereof, will so survive.