DTonomy Terms and Conditions and End User License Agreement

DTonomy Inc. and the end user customer company or licensee (the "Licensee") agree that the terms and conditions herein (the "Agreement") will govern the license and provision of the Software, Services and the Products. By using, and/or activating the Software, Products and Services, Licensee agrees to all the terms and conditions in this Agreement. LICENSEE, EITHER AS AN INDIVIDUAL, CORPORATION OR OTHER ENTITY, ACCEPTS AND AGREES TO ALL OF THE TERMS AND CONDITIONS IN THIS AGREEMENT. IF LICENSEE DOES NOT AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT, LICENSEE SHALL NOT USE THE, SOFTWARE, PRODUCTS AND OR SERVICES.

LICENSEE REPRESENTS THAT LICENSEE HAS THE AUTHORITY TO BIND SUCH CORPORATION OR OTHER LEGAL ENTITY.

In consideration of the following, Licensor and Licensee agree as follows:

1. Scope of Agreement

Licensor develops, markets and licenses certain software programs ("Software") that allows a Licensee to analyze, assess, categorize and respond to cyber alerts and provides support services ("Support Services") for its Software. Licensor and Licensee desire that Licensee license the Software and or use the Support Services from Licensor pursuant to the terms and conditions of this Agreement.

The Software/Products/Services are set forth in the DTonomy Inc. Service Order Form.

2. Grant of License

Subject to the terms and conditions of this Agreement, including the payment of licensee fees, Licensor grants Licensee installing, accessing or using this Software a non-exclusive, nontransferable license to use the Software during the applicable term. By installing, accessing or using the Software, Licensee agrees to be bound by the terms of this Agreement. The license granted hereunder includes a license to use any documentation files accompanying the Software ("Documentation"), provided that all copyright notices are maintained on the Software and Documentation. The Software and Documentation shall be used only by Licensee, only for Licensee's internal business purposes not for any commercial purposes, solely in accordance with its documentation, and not for any illegal purposes or for any purpose other than as expressly set forth in this Agreement. Licensee shall indemnify and hold harmless Licensor from any breach of the terms and conditions of this Agreement.

3. Ownership

Licensee has no ownership rights in the Software. Rather, Licensee has a license to use the Software as long as this Agreement remains in full force and effect. Ownership of the Software, Documentation and all intellectual property rights, including but not limited to all worldwide patent, copyright, trademark, trade secret and any other rights in and to the Software, Documentation, and Licensor's confidential information therein shall remain at all times with Licensor. Any other use of the Software by any person, business, corporation, government organization or any other entity is strictly forbidden and is a violation of this Agreement. Licensee agrees that it will not intentionally or recklessly do, or cause to be done, any acts or things contesting or in any way impairing or tending to impair any portion of the right, title and interest of Licensor or its licensors in and to such intellectual property rights.

4. Copyright

The Software and Documentation contain material that is protected by United States Copyright Law and trade secret law, and by international treaty provisions. All rights not granted to Licensee herein are expressly reserved by Licensor.

5. Use and Restrictions

Use of the Software is permitted provided that the terms and conditions of this Agreement are met. Notwithstanding the foregoing. Licensee acknowledges that the Software and its structure, organization, and source code constitute valuable trade secrets of Licensor and its suppliers. Except as expressly permitted, Licensee agrees that Licensee shall not knowingly or recklessly, and shall not knowingly or recklessly permit any third party, to (i) modify, clone, adapt, alter, translate, or create derivative works from the Software; (ii) merge the Software with other software; (iii) sublicense, export, sell, provide for service bureau use, lease, rent, loan, distribute, or otherwise transfer the Software to any third party; (iv) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code for the Software; (v) remove or alter any copyright notices or other notices included in the Software; (vi) otherwise use or copy the Software except as expressly permitted; (vii) use the Software for any illegal activity or malicious attack; (viii) electronically transfer the Software from one computer to another computer over any public or private network without the prior written authorization of Licensor; (ix) store the Software on any publicly accessible computer system; or (x) use the Software or in any application, which may result in death, personal injury or severe physical or environmental damage. Without limiting the foregoing, the restrictions on use of the Software set forth in this Section shall apply to any software supplied to Licensor by third parties and included with the Software. For purposes of this Section, the term "use" shall mean the right to access the Software. The Software is accompanied by third-party software that is licensed under its own terms. A list of this third-party software shall be as set forth in Licensor's then current Documentation. Licensee agrees to comply with the terms of these third-party licenses. Such third-party software may include certain "open source" software, including, but not limited to, the Open Database License ("ODbL"). This Agreement does not apply to any open source software released under the GNU public license; the OPENSSL Toolkit Dual license; the Apache license; the MIT license and the BSD-3-clause license.

6. Confidentiality

Licensee acknowledges that the Software contains proprietary trade secrets of Licensor and Licensee hereby agrees to maintain the confidentiality of the Software using at least as great a degree of care as Licensee uses to maintain the confidentiality of Licensee's own most confidential information. Licensee agrees to reasonably communicate the terms and conditions of this Agreement to those persons employed by Licensee, or associated with Licensee, who come into contact with the Software, and to use reasonable best efforts to ensure their compliance with such terms and conditions, including, without limitation, not knowingly permitting such persons to use any portion of the Software for the purpose of deriving the source code of the Software.

7. Limited Warranty

Licensor warrants that, during the Term of this Agreement, the Software shall substantially conform to the applicable Licensor documentation. In the event of a breach of the foregoing limited warranty, Licensor, at its sole option and expense, shall repair, replace and/or modify any defective Software as Licensee's sole remedy. Licensor shall have no warranty obligations if the Software has been modified by Licensee or a third-party without written consent of Licensor or have not been used in accordance with the Licensor documentation.

ANY USE BY LICENSEE OF THE SOFTWARE IS AT ITS OWN RISK. THE SOFTWARE IS

PROVIDED "AS IS". TO THE MAXIMUM EXTENT PERMITTED BY LAW, LICENSOR DISCLAIMS ALL WARRANTIES OF ANY KIND, EITHER EXPRESSED, IMPLIED OR STATUTORY, WITH RESPECT TO THE SOFTWARE, INCLUDING ANY THIRD PARTY SOFTWARE OR ANY OPEN SOURCE SOFTWARE, AND SPECIFICALLY DISCLAIMS, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS. LICENSOR DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SOFTWARE WILL MEET ANY REQUIREMENTS OR NEEDS LICENSEE MAY HAVE, OR THAT THE SOFTWARE WILL OPERATE ERROR FREE, OR IN AN UNINTERRUPTED FASHION, OR THAT ANY DEFECTS OR ERRORS IN THE SOFTWARE WILL BE CORRECTED, OR THAT THE SOFTWARE IS COMPATIBLE WITH ANY PARTICULAR PLATFORM.

8. Limitation of Liability

IN NO EVENT WILL LICENSOR BE LIABLE TO LICENSEE OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, INDIRECT, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS INFORMATION) ARISING OUT OF THE USE OF OR INABILITY TO USE OR ACCESS THE SOFTWARE, OR FOR ANY CLAIM BY ANY OTHER PARTY, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

LICENSOR'S AGGREGATE LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE WITH RESPECT TO THE SOFTWARE AND DOCUMENTATION OR OTHERWISE SHALL NOT EXCEED USD\$50.00. LICENSEE ACKNOWLEDGES THAT THE PROVISIONS OF THIS SECTION REPRESENT A REASONABLE ALLOCATION OF THE RISK THAT IS REFLECTED IN THE AMOUNTS PAID BY LICENSEE HEREUNDER.

9. Patent and Copyright Infringement

In the event of any claim or action brought by a third party alleging that the Software infringe any U.S. or EU patents or copyrights of a third party, Licensee shall immediately provide written notice to Licensor, cease all use of the Software and this Agreement shall automatically terminate.

THIS SECTION STATES LICENSOR'S ENTIRE LIABILITY AND LICENSEE'S EXCLUSIVE REMEDY FOR ANY CLAIMS OF INFRINGEMENT.

10. Export Restrictions

Licensor makes no representation that the Software or Documentation is appropriate or available for use outside of the United States of America. The Software and Documentation are further subject to United States export controls. No software or Documentation may be provided or otherwise exported or re-exported (1) into (or to a national or resident of) Cuba, Iran, Iraq, Libya, North Korea, Sudan, Syria, Russia or any other country to which the United States has embargoed goods; or (2) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By Installing, accessing or using the Software or Documentation, Licensee represents and warrants that Licensee is not located in, under the control of, or a national or resident of any such country or on any such list. Further, Licensee shall not commit any act which would, directly or indirectly, violate any United States law, regulation, treaty or agreement relating to the export or re-export or import of the Software.

11. License Fees

The fees for the Software, Products and Services are as set forth in the DTonomy Inc. Service

Order Form.

All fees and prices are exclusive of all taxes and other charges, including but not limited to, shipping, handling, insurance, sales, use, value-added or similar taxes, duties or assessments, except for taxes based on Licensor's net income. All fees are non-refundable.

Licensee may issue an order ("Order") for the Software, Products and Services. All Orders are subject to acceptance by Licensor and shall be subject to the terms and conditions of this Agreement. Any Licensee Purchase Order shall reference this Agreement and shall be subject to all the terms and conditions of this Agreement.

12. Term and Termination

The Term of this Agreement shall commence on the Effective Date. The term of license for the use of the Software, Products and Services will commence as set forth in the DTonomy Service Order, unless terminated as provided herein and may be renewed ("renewal term") by mutual agreement from the term set forth in the DTonomy Service Order Form.

Licensee shall have no right to terminate the Agreement without cause. Either party may terminate this Agreement upon thirty (30) days prior written notice in the event of a material breach by the other party of any term and condition of this Agreement and a failure to cure such breach.

In the event of any such expiration or termination of the Agreement no refund of fees shall be due and owing to Licensee and Licensee shall pay any fees then due and owing for the remainder of the applicable license term.

Upon expiration or termination of this Agreement Licensee agrees to cease using, accessing and uninstall the Software and destroying or returning to Licensor all copies of the Software and Documentation in Licensee's possession or under Licensee's control and to certify in writing, if so requested by Licensor, that all known copies, including backup copies, have been returned to Licensor or destroyed.

Any expiration or termination of this Agreement shall not modify any rights or obligations of a party hereto which arose prior to such expiration or termination.

All provisions relating to confidentiality, proprietary rights, and non-disclosure shall survive the termination of this Agreement.

13. General

- 1. The parties will make good faith efforts to resolve any dispute concerning this Agreement prior to commencing litigation.
- 2. The laws of the Commonwealth of Massachusetts will govern all rights, duties, and obligations arising from or relating in any manner to this Agreement, without regard to conflict of laws principles.
- 3. Licensee agrees at the conclusion of the Term that all copies of the Software will be removed from any machine which they have been installed, no copies or backups will have been made, and all originals will be returned in good condition.
- 4. Licensor warrants that it can grant the license to the Software described in this Agreement and agrees to defend, hold harmless, indemnify and/or handle, at its own expense, any claim or action against Licensee, its parent, subsidiaries or affiliates for infringement of any patent, copyright or

similar proprietary right based upon the Software or any materials furnished hereunder by Licensor. The foregoing obligations are conditioned on Licensee notifying Licensor promptly in writing of such action; giving Licensor sole control of the defense thereof and any related settlement negotiations; and cooperating, at Licensor's request and expense in such defense. Notwithstanding the foregoing, Licensor will have no obligation under this Section or otherwise with respect to any infringement claim based upon any use of the Software not in accordance with this Agreement; any use of the Software in combination with equipment, software or data not supplied by Licensor if such infringement would have been avoided but for such combination; any use of any release of the Software other than the most current release made available to Licensee; any modification of the Software by any person other than Licensor or its authorized agents or subcontractors; or the use of the Software after receiving notice that the Software infringes the intellectual property rights of a third party. Any and all claims for indemnification or infringement defense under this Section must be brought before the first anniversary of the date of expiration or termination of this Agreement.

- 5. LIMITED WARRANTY. Licensor warrants that any media accompanying the Software will be free from malware and defects in materials and workmanship under normal use and service for a period of ninety (90) days from the date of receipt.
- 6. The parties expressly disclaim the application of the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act. This Agreement shall constitute the entire Agreement between the parties hereto and supersedes all prior and contemporaneous agreements, representations and understandings. Any waiver or modification of this Agreement shall only be effective if it is in writing and signed by both parties hereto. If any part of this Agreement is found invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be interpreted so as to reasonably effect the intention of the parties. This Agreement and the rights granted under it may not be assigned or transferred by either party without the written consent of other party, except to a successor in interest in the event of a merger or acquisition of such party. Licensee may from time to time provide suggestions, comments for enhancements or functionality or other feedback ("Feedback") to Licensor. The Parties agree that such Feedback shall be given voluntarily, and Licensee acknowledges and agrees that Licensor shall own all right, title and interest in and to the Feedback. Any notice required or permitted by the Agreement shall be in writing in English and delivered by certified or registered mail, return receipt requested, postage prepaid, or by courier service to the respective address as provided in the DTonomy Service Order Form or to such other addresses as may be designated by notice from one party to the other, all such notices being effective on the date received. All data in the course of using the Software, is owned by Licensee ("Licensee Data"). Licensee grants Licensor a worldwide, nonexclusive, nontransferable (except in connection with an assignment of this Agreement) right to store, access and use Licensee Data for the purpose of providing the Software. Licensee Data may also be aggregated or anonymized by Licensor and used by Licensor to improve its services, develop new services, show trends about general use of services, and for other business and marketing uses by Licensor or by third parties. The Effective Date is the date designated by DTonomy Inc. on the DTonomy Service Order Form or, if not set forth on such DTonomy Order Form, the date that the Agreement is designated by DTonomy as complete.

THE LICENSEE REPRESENTS THAT LICENSEE HAS THE AUTHORITY TO BIND SUCH CORPORATION OR OTHER LEGAL ENTITY.