

**MASTER LICENSE AGREEMENT
FOR
U.S. FEDERAL GOVERNMENT END-USERS**

This Master License Agreement (this “Agreement”) is entered into as of the date set forth in the Purchase Order, Statement of Work, or similar document (the “Effective Date”) by and between Glasswall Solutions Limited, a company registered in England and Wales, with registered number 05573793, and registered address at 85 Great Portland Street, London, England, W1W 7LT (the “Company”) and the Ordering Activity under GSA Schedule contracts identified in the Order (“Government Customer”).

This Agreement is between the Company and the U.S. Federal Government ordering activity (“Government Customer”). To the extent that this Agreement is being incorporated into a Government contract through a reseller, it is intended to bind the ultimate U.S. Federal Government end-user.

1 DEFINITIONS

1.1 “Authorized User” means any person who is authorized by Government Customer to access and use the Software. Any individual using Government Customer’s access credentials or creating an account from an invitation sent by Government Customer will be presumed to be authorized by Government Customer unless Government Customer notifies the Company that such individual is not authorized.

1.2 “Confidential Information” means all business, technical or third party information of a party, including trade secrets, know-how, processes, pricing and financial data, software and documentation, which are provided, disclosed, or made available to the other party under this Agreement that is either identified, orally or in writing, as confidential or would be understood to be confidential by a reasonable person under the circumstances of disclosure. Neither the Agreement nor the contract price list, as applicable, however, shall be deemed “confidential information.”

1.3 “Deployment” means each separate Government Customer–controlled environment in which the Software is installed, executed, or made accessible to Authorized Users, including each separate Government-owned or Government-managed data center, secure or isolated network segment, virtual machine, container, enclave, or Government Customer–controlled cloud environment. Each such environment constitutes a separate Deployment. Unless otherwise stated in the applicable Order Form, each Deployment requires a separate license under this Agreement.

1.4 “Documentation” means the user manuals and operator instructions issued by the Company in conjunction with the Software.

1.5 “End-User” means the U.S. Federal Government ordering activity as end-user but shall not operate to bind a Government employee or person acting on behalf of the Government in their personal capacity.

1.6 “Excluded Activities” are as defined in § 9.1.

1.7 “Software” means, collectively, all the Company’s software products licensed under this Agreement as specified in the Order Form, including the Company’s proprietary Content Disarm and Reconstruction technology, and any other Glasswall-provided software components or materials made available for installation or use within a Government Customer-controlled environment, whether delivered as stand-alone components or as part of a suite or product family, including all updates, maintenance releases and new releases made available to Government Customer from time to time.

2 LICENSE GRANT; RESTRICTIONS

2.1 Order Forms. From time to time, the parties may execute order forms setting forth the specific terms of Government Customer’s usage of the Software, including pricing and the applicable subscription term (each, an “Order Form”). The initial Order Form is attached hereto as Exhibit A. In the event of different

or conflicting terms between an Order Form and this Agreement, the terms of the Order Form shall govern but solely with respect to the services covered by such Order Form.

2.2 Implementation. Government Customer will provide information, configuration details, and (where applicable) application-level credentials reasonably necessary for the setup of the Software. The Company will be excused from meeting specified deadlines or performing specified responsibilities to the extent the Company's delays or failures are caused by Government Customer's delays or failures in providing the Company with reasonable cooperation or access to information or documentation necessary for the performance of the Company's implementation services.

2.3 Installation. Unless otherwise stated in the Order Form, then Government Customer is solely responsible for installing the Software in accordance with the Documentation and other installation guides provided by the Company. Unless otherwise stated in the Order Form, Government Customer is licensed to install and operate the Software in a single Deployment and each additional Deployment requires a corresponding license.

2.4 License Grant. Subject to the terms of this Agreement and the applicable Order Form(s), the Company hereby grants Government Customer a non-exclusive, limited, non-transferable license (without the right to sublicense) to (a) install and use the Software in object code form only as delivered pursuant to this Agreement and (b) use the Documentation as necessary for its use of the Software, in each case solely for Government Customer's purposes during the Term.

2.5 Usage Restrictions. Government Customer will not, and will not permit its Authorized Users or any third party to: (a) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, or underlying structure, ideas, know-how or algorithms relevant to the Software (except to the extent such restrictions are contrary to applicable law); (b) modify, translate, copy, or create derivative works based on the Software; (c) use the Software for timesharing or service bureau purposes or otherwise for the benefit of a third party (other than Authorized Users); (d) use the Software to create or develop a competitive product or service; (e) attempt to gain unauthorized access to the Software or make the Software available to anyone other than its Authorized Users; (f) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs through the Software; (g) interfere with or disrupt the integrity or performance of the Software; (h) circumvent, remove, alter or thwart any technological measure or content protections of the Software; (i) use any spider, crawler, scraper or other automatic device, process or software that intercepts, mines, scrapes, extracts or otherwise accesses the Software to monitor, extract, copy or collect information or data from or through the Software; (j) use the Software in violation of applicable law (including applicable export controls laws), or (k) otherwise use the Software except as expressly permitted herein.

2.6 Delivery and Acceptance. Within thirty (30) days from the Effective Date, the Company shall deliver to Government Customer (a) a copy of the Documentation and (b) a machine-readable copy of the Software. The Software and Documentation shall be deemed accepted by Government Customer upon delivery.

2.7 Authorized Users. Government Customer may allow government employees, contractors, and affiliates to use the Software in accordance with this Agreement, provided that the Government Customer remains liable for all acts and omissions, including patent or copyright infringement, of its employees, affiliates, and contractors as permitted under the Contract Disputes Act, 28 U.S.C. § 1498, or other applicable law or regulation. Government Customer agrees that it is responsible for ensuring that it and its Authorized Users maintain the confidentiality of their account information and its Authorized Users comply with this Agreement. Government Customer acknowledges that it is solely responsible for any liabilities arising from (a) an Authorized User's non-compliance with this Agreement and (b) any activity that occurs through an Authorized User's account.

2.8 Software Limits. Government Customer's access and use of the Software is subject to the license metrics and usage limits specified in the applicable Order Form (the "Usage Limits"). Usage Limits may

include, as applicable: (a) any daily file-throughput capacity limits, which are based on an assumed average processed file size of one (1) megabyte (MB), and/or (b) the number of licensed Authorized Users or seats for user-based components such as plug-ins or client-side tools. Only the Usage Limits specified in the applicable Order Form shall apply to use of the Software under this Agreement. Government Customer agrees to use the Software in accordance with the applicable Usage Limits. If Government Customer's actual usage exceeds the Usage Limits, Government Customer will immediately either (i) reduce its usage to conform to the Usage Limits or (ii) acquire additional licenses or capacity through a new Order Form.

The parties acknowledge that the Software does not technically enforce Usage Limits and that compliance with this Section 2.8 is a contractual obligation. The absence of technical enforcement by the Software shall not be construed as a waiver of, or limitation on, the Company's rights or remedies relating to Usage Limits under this Agreement or applicable law. The Company shall not unilaterally terminate, suspend or revoke rights granted to Government Customer under this Agreement. If the Company believes Government Customer is in breach of this Agreement, it shall pursue its rights under the Contract Disputes Act or other applicable Federal statute while continuing performance.

2.9 Audits. During the term of this Agreement, Government Customer shall, within thirty (30) days after the end of each calendar quarter, download and provide to the Company (to the extent available through the Software) anonymized Software throughput reports containing only aggregate usage statistics for the preceding quarter ("Throughput Reports"). Throughput Reports shall not include Government Customer Data. The Company shall be entitled to use the Throughput Reports to verify Government Customer's use of the Software in accordance with this Agreement. The Company reserves its right to charge the Government Customer for any additional licenses required for use of the Software outside of the Usage Limits set out in the applicable Order Form, as reflected in the Throughput Report. This charge, if disputed by the Government Customer, will be resolved in accordance with the applicable disputes clause of the Agreement; no payment obligation shall arise on the part of the Government Customer until the conclusion of the dispute process.

2.10 Professional Services. If Government Customer desires to engage the Company to perform additional services in the future, including any implementation services (such additional services, "Professional Services"), the parties will enter into a Purchase Order. The Purchase Order will set forth, among other things, the scope and applicable fees due for the Professional Services.

2.11 Updates. The Company will make available to Government Customer error corrections and maintenance releases to the Software which the Company makes generally available to Company's other customers ("Updates"). As the Company makes available Updates and new versions of the Software, the Company reserves the right to discontinue or modify the terms and conditions of support for non-current releases and versions. The Company shall provide at least one-hundred and twenty (120) days' notice of such discontinuance or modification; provided, however, that the Company will continue to support non-current releases and versions of the Software for the remainder of Government Customer's then-current term for its maintenance services plan. The Company shall have no obligation to support (a) any altered, damaged or modified version of the Software or any portion of the Software incorporated with or into other software not expressly required by the Documentation; or (b) problems caused by Government Customer's negligence, abuse or misuse of the Software or other causes beyond the control of the Company. Government Customer agrees that its entry into this Agreement is not contingent on the Company developing, delivering or otherwise making available any future functionality or features, or dependent on any oral or written public comments made by the Company regarding future functionality or features of the Software. Government Customer is solely responsible for any costs required in connection with the implementation of any Updates or new versions.

2.12 Support Services. The Company will support the Software in accordance with the support levels set forth in the Company's Customer Support Service Standards available at glasswall.com/support and in accordance with the support plan purchased by Government Customer. Support Services will be provided without requiring the Company to have direct access to Government systems, unless expressly authorized in writing by Government Customer.

2.13 Third Party Services. The Software contains certain features and functionalities that integrate and/or interoperate with certain third party products, services or applications (the "Third Party Services"). All use of Third Party Services are subject to the applicable terms of the provider of such Third Party Service. The Company is not responsible for any Third Party Service, including for the availability or reliability of a Third Party Service, or the accuracy or completeness of information shared by or available through such Third Party Service, or the privacy practices of the provider of such Third Party Service.

3 COMMERCIAL COMPUTER SOFTWARE AND DOCUMENTATION. The Software (including the software, documentation and technical information related thereto) are "commercial computer software," and "commercial computer software documentation" as those terms are defined in FAR 2.101 and DFARS 252.227-7014(a). Consistent with DFARS 227.7202 and FAR 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

4 DATA

4.1 Government Customer Data. Government Customer is responsible for (a) the accuracy, quality and legality of all data, content, information, and other materials uploaded, posted or otherwise provided to or through the Software by Government Customer and its Authorized Users (the "Government Customer Data"), and (b) the means by which Government Customer acquired Government Customer Data. Company does not access or use any Government Customer Data, unless expressly authorized by Government Customer. If Government Customer authorizes Company to access Government Customer Data for any purpose, Government Customer will ensure that it has all necessary rights and permissions to permit the Company to use, store, disclose and otherwise process such Government Customer Data as authorized by Government Customer.

4.2 Data Rights. The Company shall have the right to collect and analyze data and other information available in the Throughput Reports relating to Government Customer's use and access of the Software ("Usage Data") and the Company will be free (during and after the Term) to use such Usage Data for internal business purposes, including analytics, reporting, improving and developing the Company's products and services, provided that any disclosure of Usage Data shall be solely in aggregate or other de-identified form.

4.3 Security Vulnerability. The Company shall (a) report any defect, error, bug or other condition in the Software that could reasonably be exploited to: (i) gain unauthorised access to systems, Government Customer Data or functionality; (ii) cause unauthorised modification, deletion or disclosure of Government Customer Data; (iii) cause denial of service; or (iv) bypass security controls or authentication mechanisms ("Security Vulnerability") to Government Customer without undue delay after the Company becomes aware of a Security Vulnerability, and (b) take commercially reasonable measures to address the Security Vulnerability. The Company shall take reasonable steps to provide Government Customer with updates regarding any Security Vulnerability as necessary for Government Customer to assess and comply with its legal obligations regarding such Security Vulnerability.

5 PROPRIETARY RIGHTS

5.1 Company Rights. The Company shall own and retain all right, title and interest in and to (a) the Software, and all improvements, enhancements or modifications thereto, (b) all results and work product developed in the performance of support services, and (c) and all intellectual property rights related to any

of the foregoing. All rights to the Software not expressly granted under this Agreement are reserved by the Company.

5.2 Feedback. Government Customer acknowledges that all suggestions for corrections, changes, additions or modifications to the Software or any features or functionalities thereof, and any other feedback provided by Government Customer (collectively, “Feedback”) are the exclusive property of the Company and Government Customer hereby assigns all rights in and to any Feedback to the Company.

5.3 Government Customer Rights. As between the parties, subject to the Company’s rights to use the Government Customer Data if expressly authorized by Government Customer, Government Customer owns all right, title and interest in and to the Government Customer Data.

6 PAYMENT OF FEES

6.1 Payment. Government Customer shall pay the fees specified in each Order Form and other applicable fees that may be due hereunder (the “Fees”). The Company shall bill Government Customer through an invoice. Any charges that Government Customer disputes must be notified to the Company within thirty (30) days after the invoice, or within such longer period of time as may be required under applicable law. Full payment for invoices issued in any given month must be received by the Company thirty (30) days after the receipt date of the invoice. Unpaid Fees are subject to a finance charge 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.

6.2 Taxes and surcharges. The Company 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).

7 CONFIDENTIALITY

7.1 Confidential Information. Each party (the “Receiving Party”) understands that the other party (the “Disclosing Party”) has disclosed or may disclose Confidential Information. Confidential Information of the Company includes non-public information regarding features, functionality and performance of the Software. The Receiving Party agrees: (a) to use at least the same care and precaution in protecting the Disclosing Party’s Confidential Information as the Receiving Party uses to protect its own proprietary information and trade secrets, but in no event less than a reasonable degree of care and (b) not to use or disclose to any third person any of Disclosing Party’s Proprietary Information except for the Receiving Party’s employees, attorneys, advisors and potential investors who are bound by written agreement to keep such information confidential.

7.2 Exceptions. The Disclosing Party agrees that the foregoing Section 7.1 shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public, (b) was in its possession or known by it prior to receipt from the Disclosing Party, (c) was rightfully disclosed to it without restriction by a third party, or (d) was independently developed without use of any Proprietary Information of the Disclosing Party.

7.3 Disclosure by Law. Notwithstanding this Section 7, the Receiving Party may disclose the Confidential Information of the Disclosing Party in the event that the Receiving Party receives a subpoena, Freedom of Information Act (“FOIA”) request, or other government process that purports to require the production of Confidential Information of the Disclosing Party for use in an action or proceeding, provided that the Receiving Party shall (a) promptly inform the entity issuing such subpoena, FOIA request, or other government process of the existence of this Agreement, (b) promptly inform the Disclosing Party of the receipt of such subpoena, FOIA request, or other government process, and (c) not oppose any effort by the Disclosing Party to quash or limit any such subpoena, FOIA request, or other government process. In the event the Disclosing Party fails to intervene to quash or limit such subpoena or other government process

after being given notice and a reasonable opportunity to do so or such intervention fails or is denied by a court of competent jurisdiction, such Confidential Information may be produced; provided, that such Confidential Information shall not lose its confidential status through such use and the Receiving Party shall take all reasonable and necessary steps to maintain the confidentiality of such Confidential Information during such use. The receiving party shall disclose only that which it is required to disclose under such subpoena, FOIA request, or other government process.

7.4 Return of Confidential Information. Upon the request of either party, copies and embodiments of such party's Confidential Information shall be promptly returned to such party by the Receiving Party or destroyed by the Receiving Party, and the Receiving Party agrees to certify such destruction in writing.

7.5 Retaining Confidential Information. Notwithstanding anything in this Agreement to the contrary, the Government Customer may retain any Confidential Information as required by law, regulation or its internal document retention procedures for legal, regulatory or compliance purposes; provided, however, that all such retained Confidential Information will continue to be subject to the confidentiality obligations of this Agreement.

8 TERM AND TERMINATION

8.1 Term. Subject to earlier termination as provided below, this Agreement will commence on the Effective Date and continue for the term as specified on the Order Form (the "Term"). The parties may renew the Agreement for additional periods by providing written notice of renewal at least thirty (30) days prior to the end of the then-current term and executing a new Order Form.

8.2 Termination. Termination of the Agreement by the Government Customer will be in accordance with FAR 52.212-4(l) and (m).

8.3 Effects of Termination. No termination of this Agreement shall affect any rights or liabilities of a party that accrued prior to the date of termination, including any Fees accrued or payable to the Company prior to the effective date of termination.

8.4 Survival. The provisions of Sections 1, 4, 5, 6, 7, 8.4, 9, 10, 11, 12 and 13 shall survive any termination of this Agreement.

9 REPRESENTATIONS AND WARRANTIES; DISCLAIMER

9.1 By Both Parties. Company represents and warrants to the Government Customer that it is duly organized, validly existing, and in good standing under the laws of England and Wales. Both Parties represent and warrant that (a) each has full right and power to enter into this Agreement and to perform fully all of its obligations hereunder; and (b) it is not party to any other agreements, written or oral, with any third party in conflict herewith.

9.2 By the Company. The Company represents and warrants that during the Warranty Term, the Software will operate in conformity with any specifications set forth in writing by the Company in all material respects. As used herein, the "Warranty Term" means a period of sixty (60) days after delivery of the Software or for so long as Government Customer purchases a support and maintenance plan. In the event of a breach of the warranty in this Section 9.2, Government Customer shall notify the Company in writing of the alleged issue, providing details of the problems, and upon confirmation of the issue by the Company, the Company will use commercially reasonable efforts to promptly correct any identified problem or provide work-arounds that address the identified issue to enable the Software to perform in accordance with this limited warranty. If the Company is unable to correct any identified problem, the Company shall notify Government Customer and Government Customer shall have the right to terminate this Agreement in accordance with Section 8.2, and the Company will refund Government Customer any pre-paid amounts for periods that have not yet occurred on the date of termination. The foregoing shall be the Company's

sole obligation and exclusive liability, and Government Customer's sole and exclusive remedy, for any breach of the warranty in this Section 9.2.

9.3 DISCLAIMER. EXCEPT FOR THE WARRANTIES EXPLICITLY SET FORTH IN THIS SECTION 9, THE SOFTWARE, AND ALL SERVICES, DATA AND INFORMATION PROVIDED BY THE COMPANY ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. WITHOUT LIMITING THE FOREGOING, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE COMPANY HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. THE COMPANY DOES NOT WARRANT THAT THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOFTWARE OR THAT THE QUALITY OF THE SOFTWARE, OR ANY SERVICES, DATA, INFORMATION, OR OTHER MATERIAL OBTAINED THROUGH USE OF THE SOFTWARE, WILL MEET GOVERNMENT CUSTOMER'S EXPECTATIONS.

10 INDEMNIFICATION

10.1 By the Company. The Company will (a) defend harmless Government Customer from any claim, suit or proceeding ("Claim") brought against Government Customer by a third party alleging that the Software infringes any intellectual property right of such third party and (b) indemnify and hold Government Customer harmless from any damages, losses, expenses, costs or liabilities finally awarded against Government Customer by a court of competent jurisdiction as a result of such Claim. The Government Customer agrees to promptly notify the Company of the claim and give the Company such opportunity as is offered by applicable laws, rules, and regulations to participate in the defense thereof. The Government Customer shall make every effort to fully participate in the defense and/or in any settlement of such claim. However, the Company understands that such participation will be under the control of the U.S. Department of Justice, per 28 U.S.C. § 516.

Notwithstanding the foregoing, the Company will have no obligation under this Section 10.1 or otherwise with respect to any Claim to the extent based upon (i) any unauthorized use, reproduction, or distribution of the Software or any breach of this Agreement by Government Customer, (ii) any combination of the Software with other products, equipment, software or data not supplied by the Company, (iii) any modification of the Software by any person other than the Company or its authorized agents or contractors, or (iv) any activity after the Company has provided Government Customer with a work around or modification that would have avoided such issue without materially adversely affecting the functionality or availability of the Software (items (i) through (iv), the "Excluded Activities"). If the Company reasonably believes that all or any portion of the Software, or the use thereof, is likely to become the subject of any infringement Claim, the Company may procure, at the Company's expense, for Government Customer the right to continue using the Software in accordance with the terms hereof, replace or modify the allegedly infringing Software to make it non-infringing, or, in the event the preceding is infeasible or not commercially practicable, the Company may, in its sole discretion, terminate this Agreement upon written notice to Government Customer and the Company will refund Government Customer any pre-paid amounts for periods that have not yet occurred on the date of termination. This Section 10.1 shall be Government Customer's sole and exclusive remedy, and the Company's sole and exclusive liability, with respect to any infringement claims relating to Government Customer's use of the Software.

10.2 By the Government Customer. Pursuant to 28 U.S.C. § 1498, the Government Customer agrees that, to the extent the Company's manufacture, use, or delivery of any supplies, services, or processes under this Agreement is for the Government Customer and with its authorization or consent, the Company shall not be liable to third parties for any claim of infringement of any United States patent or copyright arising out of such activities. To the extent permitted by 28 U.S.C. § 1498, the Government shall assume liability for

such claims, and the exclusive remedy of any third-party claimant alleging such infringement shall be an action against the United States in the U.S. Court of Federal Claims, not against the Company. The Company shall promptly notify the Government Customer of any claim or suit alleging infringement. The Company shall furnish to the Government Customer all evidence and information in its possession pertaining to such claim and shall cooperate fully with the Government's defense or resolution of the matter. Nothing in this clause shall be construed to obligate the Government to indemnify the Company beyond the liability permitted by statute, nor to assume liability for any claim not cognizable under 28 U.S.C. § 1498 or other specific statutory indemnification authority.

10.3 Indemnification Procedures. A party seeking indemnification under this Section 10 will provide the indemnifying party with prompt written notice of the relevant Claim (provided that the failure to provide prompt notice will only relieve the indemnifying party of its obligations to the extent it is materially prejudiced by such failure). The Government Customer agrees to give the Company such opportunity as is offered by applicable laws, rules, and regulations to participate in the defense thereof. The Government Customer shall make every effort to fully participate in the defense and/or in any settlement of such claim. However, the Company understands that such participation will be under the control of the U.S. Department of Justice, per 28 U.S.C. § 516.

11 LIMITATION OF LIABILITY. TO THE EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR AMOUNTS PAYABLE IN CONNECTION WITH EITHER PARTY'S BREACH OF SECTION 7, AND GOVERNMENT CUSTOMER'S BREACH OF SECTION 2.5, AND EXCEPT FOR THE LIABILITY OF EITHER PARTY UNDER ANY INDEMNITY IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR ANY PARTY CLAIMING THROUGH THE OTHER PARTY FOR (A) ANY INDIRECT, PUNITIVE, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) ARISING OUT OF THIS AGREEMENT OR ANY DELAY OR INABILITY TO USE THE SOFTWARE OR (B) EXCEPT FOR AMOUNTS PAYABLE BY GOVERNMENT CUSTOMER, ANY DAMAGES IN EXCESS OF THE AGGREGATE FEES PAID OR PAYABLE TO THE COMPANY HEREUNDER IN THE TWELVE (12) MONTHS PERIOD PRIOR TO THE DATE THE CLAIM FIRST AROSE, IN EACH CASE WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, AND EVEN IF EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. 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.

12 TRADE CONTROL LAWS; GOVERNMENT MATTERS. Company and Government Customer acknowledge that this Agreement and the Software identified herein are subject to trade, import, export control and economic sanctions laws and regulations, including, without limitation, the U.S. Export Administration Regulations, the U.S. International Traffic in Arms Regulations, the laws, statutes, regulations, rules, and executive orders administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury ("OFAC"), and all other applicable trade, import, export control and economic sanctions laws and regulations imposed, administered or enforced by any other country in which the parties operate or conduct business (collectively, the "Trade Control Laws"). Company and Government Customer agree to comply with all applicable Trade Control Laws in the performance of this Agreement. For the avoidance of doubt, Government Customer acknowledges that it is solely responsible for compliance with all applicable Trade Control Laws in its use of the Software, including the provision, transfer, or access of Government Customer Data to Government Customer's end-users, and agrees not to (i) export, reexport, distribute, sell, lease, transfer, assign or otherwise dispose of the Software, or any Government Customer Data related thereto, in, to, or for the benefit of any individual, entity, country, region or territory in violation of Trade Control Laws; or (ii) otherwise engage in any transaction, act, dealing or practice in connection with or relating to the Software that would violate, cause Company to violate or expose Company to adverse consequences under Trade Control Laws.

13 MISCELLANEOUS.

13.1 Assignment. Company Assignment. Except as expressly permitted under Federal Acquisition Regulation (“FAR”) 52.212-4(b) (48 C.F.R. § 52.212-4(b)), the Company may not assign this Agreement, nor delegate any rights under this Agreement absent the Government Customer’s consent. **Government Customer Assignment.** Except for transfers to other Federal Government Agencies, the Government Customer shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement without the prior written consent of the Company. The Government Customer must provide the Company with notice of such assignment and of the assignee/successor’s written assumption of Government Customer’s obligations hereunder at least ten (10) days in advance of the assignment’s effective date. No assignment, delegation, or other transfer will relieve Government Customer of any of its obligations or performance under this Agreement. Any attempted assignment in violation of this Section 13.1 shall be void.

13.2 Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.

13.3 Entire Agreement; Amendment. This Agreement together with any incorporated Exhibits, Order Forms, and underlying government contract, constitutes the full and entire understanding and agreement of the parties with regard to the subject matter hereof, and supersedes all prior agreements or understandings, written or oral, between the Parties with respect to the subject matter hereof. This Agreement may be amended or modified in whole or in part at any time only by a writing executed by the Government Customer, the Company, and any applicable reseller.

13.4 Disputes; Governing Law; Venue. This Agreement and any dispute arising hereunder shall be governed by Federal procurement laws, including the Contract Disputes Act. Any legal action brought under or in connection with the subject matter of this Agreement shall be brought only in the Federal or State courts as prescribed by any applicable underlying government contract and applicable Federal law. The Company’s recourse against the Government for any alleged breach of the Agreement will be a dispute under the Contract Disputes Act. In the event a dispute is pending, the Company agrees to proceed diligently with performance of the Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Government’s Contracting Officer. The Company agrees that equitable relief and the award of attorney’s fees, costs, or interest are only allowed to the extent permitted by statute. Disputes will be resolved in accordance with the Contract Disputes Act. The Company agrees that any provisions consenting to or entitling the Company to equitable relief or injunctions are revoked.

13.5 Sponsored Claim. The Parties acknowledge and agree that, in the event the Government Customer breaches any material term of this Agreement, the Company may, subject to applicable law, pursue a sponsored claim against the Government through the reseller under the Contract Disputes Act or other applicable statutory or regulatory framework. Such sponsorship may include the Company providing documentation, evidence, and assistance to the reseller in connection with the claim.

13.6 Force Majeure. In accordance with FAR Clause 52.212-4(f), Without limiting anything herein, and except for Government Customer’s payment obligations, neither party shall have any liability for any failure or delay resulting from any condition beyond the reasonable control of such party, including, but not limited to, governmental action or acts of terrorism, earthquake or other acts of God, labor conditions, epidemics, pandemics and power failures. For all purposes under this Agreement each party shall be and act as an independent contractor and shall not bind nor attempt to bind the other to any contract.

13.7 Notices. Any notices in connection with this Agreement will be in writing and sent, if to Government Customer, to the address specified on the Order Form, and if to the Company, to 85 Great

Portland Street, London, England, W1W 7LT, or in each case such other address as may be properly specified by written notice hereunder.

13.8 Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which taken together will constitute but one and the same instrument. Any signature on any notice or other document executed in connection with this Agreement may be transmitted in .PDF files or by facsimile and will be treated for all purposes as an original document.

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

Glasswall Solutions Limited

[GOVERNMENT

CUSTOMER]

By: _____
Name:
Title:

By: _____
Name:
Title:

Exhibit A

Order Form No. 1

This Order Form is entered into on this _____ day of _____, 20__ (the “Effective Date”) by and between Glasswall Solutions Limited, a company registered in England and Wales, with registered number 05573793, and registered address at 85 Great Portland Street, London, England, W1W 7LT (the “Company”) and [_____] (“Government Customer”), and is made subject to the terms and conditions of the Master License Agreement entered into between the parties dated _____ (the “Agreement”).

LICENSE TERMS

SKU	Product	Permitted Throughput/Number of Permitted Users (as applicable)	Other License terms	Glasswall Installation Required	Term start date	Term end date	Unit Price	Quantity	Total Fees

Total _____

Additional Information:

By signing below, the parties hereto, each acting under due and proper authority agree to make this Order Form a part of the Agreement between the parties.

Glasswall Solutions Limited

Government Customer:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____