

RunSafe Security, Inc.

Software License Agreement

This Software License Agreement (together with any Exhibits attached hereto, the “**Agreement**”) is entered as of date set forth in the Order (the “**Effective Date**”), by and between **RunSafe Security, Inc. (“Licensor”)**, a Delaware corporation, having offices at 1775 Tysons Blvd, 5th Floor, McLean, VA 22102, and Ordering Activity under GSA Schedule contracts identified in the Order (“**Licensee**”), an Irish company, having offices at Clonlara Avenue, Baldonnell Business Park, Baldonnell, Dublin 22, Ireland.

WHEREAS, Licensor develops and commercializes certain security software products under the “RunSafe” brand;

WHEREAS, Licensee desires to license the RunSafe software products specified in Schedule A (the “**Licensed Software**”) for its own use, and Licensor is willing to grant such a license, on the terms and conditions set forth in this Agreement;

NOW THEREFORE, Licensor and Licensee hereby agree as follows:

1. **DEFINITIONS**

Terms used in this Agreement which are capitalized shall have the definitions set forth below or elsewhere in this Agreement.

1.1. “Affiliate” means, with respect to any person or entity, any other person or entity that directly or indirectly controls, is controlled by or is under common control with such person or entity. For purposes of this definition, “control” means: (a) the ownership, directly or indirectly, of at least 50% of the issued voting securities of an entity or (b) the possession, directly or indirectly, of the legal power to direct or cause the direction of the general management of an entity or the power to elect or appoint at least 50% or more of the members of the governing body of the entity.

1.2. “Authorized Facility” means the Licensee’s facility, at which Licensee Software is developed or incorporated into Licensee’s hardware products, specified on Schedule A.

1.3. “Cybersecurity Vulnerabilities and Exposures (“CVEs”) means publicly known information-security vulnerabilities and exposures.

1.4. “Documentation” means all on-line help files or written instruction manuals regarding the use of the Licensed Software.

1.5. “Intellectual Property Rights” means all forms of proprietary rights, titles, interests, and ownership relating to works of authorship (including software), inventions (whether or not patentable), discoveries, improvements, proprietary and confidential information, trade secrets and know how, databases, data compilations, logos, trade names, trade dress, trademarks, service marks, domain names, methods, processes, devices, prototypes, designs and schematics, including without limitation patent rights, copyrights, trademarks rights, rights in trade secrets, mask work rights, *droit moral* (moral rights), and all similar rights of every type that may exist now or in the future in any jurisdiction, including without limitation all applications and registrations therefor.

1.6. “License Fees” shall have the meaning set forth in Section 4.1.

1.7. “Licensee Software” means each software product (which may include software embedded in a hardware product) developed, used, or licensed to third parties by Licensee that is listed on Schedule A hereto.

1.8. “Object Code” means machine readable binary code.

- 1.9. **“Party”** means either Licensor or Licensee and **“Parties”** shall mean both Licensor and Licensee.
- 1.10. **“RunSafe:Portal”** means the self-service web portal and code repository through which the Licensed Software and Updates are provided to Licensee.
- 1.11. **“Source Code”** means human readable source code.
- 1.12. **“Specifications”** means the specifications for the Software set forth in Licensor’s standard documentation for the Licensed Software and in Schedule A hereto.
- 1.13. **“Term”** shall have the meaning set forth in Section 7.1 hereof.
- 1.14. **“Transformation”** means each of the following Licensor proprietary software components to the extent linked (whether statically or dynamically) to the source code of the Licensee Software through use of randomization and other code protection techniques executed by the Licensed Software: LibLFR.so, Stub code and Flare library. For the avoidance of doubt and without limitation, the traplinker component of the Licensed Software does not constitute a Transformation. For purposes of clarity, the Transformations are added to Licensee Software only by RunSafe Code.
- 1.15. **“Update”** means an update or upgrade to the Licensed Software provided by Licensor to Licensee in connection with the support services contemplated in Section 3.4.

2. **LICENSE**

2.1. **Grant of License.** Licensor grants to Licensee a non-exclusive, non-transferable, non-sublicensable, fee-bearing license during the term of this Agreement to download, install and use the Licensed Software in Object Code form, solely at the Authorized Facility and in compliance with all applicable documentation, to add security protections to the Licensee Software as enabled by the functionality of the Licensed Software. To the extent the Licensed Software consists of RunSafe Protect (i) the foregoing license grant encompasses the use of such Licensed Software to implement the Transformations in the Licensee Software; and (ii) Licensor further grants to Licensee a non-exclusive, non-transferable, non-sublicensable, fee-bearing license during the term of this Agreement to (1) internally use the Transformations, solely in Object Code form, as an incident to Licensee’s internal use of the Licensee Product in which the Transformation have been implemented; and (2) distribute, or make available to third parties as a hosted software-as-a-service, such Transformations, solely in Object Code form, as part of the Licensee Software in which the Transformation have been implemented pursuant to a valid, binding and enforceable written license agreement that does not purport to make any representations, warranties or covenants on behalf of Licensor and includes provisions substantially similar to those set forth in Schedule C attached hereto.

2.2. **Open Source Transformations.** As of the Effective Date, Licensor makes available the Transformations in both Object Code and Source Code form pursuant to the Affero General Public License (“AGPL”) at <https://opensource.runsafesecurity.com>. For the avoidance of doubt, the limited license granted with respect to the Transformations pursuant to the foregoing Section 2.1 does not derogate from Licensee’s ability to obtain a license to the Transformations pursuant to the terms and conditions of an open source license agreement which Licensor has chosen to make the Transformations available under. To the extent Licensee separately obtains the Transformations pursuant to an open source license designated by Licensor, then Licensee may elect to use or distribute the Transformations in accordance with the rights and obligations of such open source license instead of pursuant to Section 2.1(ii) above. While Licensor has made available the Transformations under the AGPL in order to facilitate distribution of Licensee Products pursuant to certain “copyleft” open source licensing regimes, Licensor does not provide any legal advice with respect to Licensee’s compliance with the terms and conditions of any open source license and Licensee bears all responsibility and risk with respect thereto. For the avoidance of doubt, any licensing by Licensee of the Transformations pursuant to an open source license does not authorize Licensee to cause

any component of the Licensed Software not constituting the Transformations in the form made available under such open source license to become subject to the terms of any open source license. Licensor makes no representation or warranty regarding whether the Transformations will continue to be made available under the AGPL or any other open source license. For the avoidance of doubt, no support or warranty obligations of Licensor are applicable with respect to any Transformations obtained under an open source license that have been modified in any fashion by or for Licensee.

2.3. Restrictions on Use. Except as may be expressly set forth in this Agreement, Licensee shall not directly or indirectly: (i) use the Licensed Software on a service bureau, time sharing or any similar basis, or for the benefit of any other person or entity; (ii) alter or make derivative works of the Licensed Software other than modifications or creations that occur as part of the expected operation of the Licensed Software; (iii) reverse engineer, reverse assemble or decompile, or otherwise attempt to derive source code from, the Licensed Software or any software component of the Licensed Software; (iv) use, or allow the use of, the Licensed Software for any unfair or deceptive practices or in contravention of any federal, state, local, foreign, or other applicable law, or rules and regulations of regulatory or administrative organizations; (v) act in a fraudulent, or tortious malicious manner when using the Licensed Software, (vi) cause the Licensed Software to become subject to the terms of any open source license, and/or (vii) use the Licensed Software, or any functionality therein, except as expressly authorized by this Agreement.

2.4. Ownership. Licensor or its third party licensors own and will retain all right, title and interest in and to the Transformations, Licensed Software, Documentation and all Intellectual Property Rights therein. Licensee acknowledges and agrees that Licensee shall not obtain or claim any ownership interest in the Transformations, Licensed Software or Documentation, or any portion thereof, or any Intellectual Property Rights therein. All Transformations, Licensed Software and Documentation shall be and remain the property of Licensor. Licensee agrees and acknowledges that the Licensed Software and Documentation contain the valuable trade secrets and proprietary information of Licensor. Licensee shall not, at any time during or after the Term, dispute or contest, directly or indirectly, Licensor's exclusive rights and title in and to the Transformations, Licensed Software, Documentation and/or the Intellectual Property Rights therein.

2.5. Government Rights. To the extent that Licensee is an agency or instrumentality of the U.S. government, the Parties agree that the Licensed Software and Documentation are commercial computer software and commercial computer software documentation, respectively, and that Licensee's rights therein are as specified in this Agreement, per FAR 12.212 and DFARS 227.7202-3, as applicable, or in the case of NASA, subject to NFS 1852.227-86.

3. DELIVERY, UPDATES AND SUPPORT

3.1. Delivery. Licensor shall make available Licensed Software and related user documentation available for download via the RunSafe:Portal on or promptly after the Effective Date.

3.2. Implementation. Licensor will provide Licensee's product deployment employees with its standard implementation support upon the availability of the Licensed Software on the RunSafe:Portal.

3.3. Updates. Licensor shall provide, at a minimum, four quarterly updates per calendar year. Updates shall include: (1) bug fixes and patches (2) new transformation techniques to mitigate new attack methods or (3) verifications of protections to address publicly disclosed CVEs. Updates shall be available for download on the RunSafe:Portal accompanied with a file noting the nature of the updates along with a listing of CVEs verified for protection.

3.4. Support Services. Licensor will provide its standard support and maintenance for the most current version of Licensed Software, as available on the RunSafe:Portal, during the Term at no additional charge.

Such support services will be provided to Licensee's product deployment employees and not, for the avoidance of doubt and without limitation, to any customers of Licensee.

4. FEES AND PAYMENTS

4.1. Fees. Licensee shall pay to Licensor or the authorized reseller as applicable the fees set forth in Schedule B ("**License Fees**") within thirty (30) days of the invoice receipt date or sooner if specified on Schedule B.

4.2. Reports; Audit.

a. **Reports and Audit.** Within thirty (30) days of the end of each calendar year quarter, Licensee shall provide Licensor with a written report of the use of the Licensed Software in the preceding quarter, containing detail as reasonably necessary to compute the License Fees.

b. **Records.** To ensure compliance with Licensee's obligations to pay License Fees, Licensee shall maintain accurate, complete and reliable business and accounting records in reasonable detail so as to substantiate adequately any calculation of License Fees payable hereunder throughout the Term and for a period not less than three (3) years following the end of the calendar year in which such License Fees accrued. Up to once per annum, Licensor and/or its duly authorized representatives shall have the right, upon thirty (30) days advance written notice, during normal business hours, to review and inspect records and facilities to such extent as shall be reasonably necessary to verify Licensee's compliance with the terms of this Agreement, including verifying the accuracy of the variables affecting calculation of License Fees. Such review and inspection shall be at the sole cost and expense of Licensor.

4.3. Taxes. Licensor shall state separately on invoices taxes excluded from the fees, and the Licensee 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).

5. WARRANTIES

5.1. Limited Licensed Software Warranty. Licensor warrants to Licensee that the Licensed Software will perform substantially in accordance with the Documentation for a period of ninety (90) days from the date Licensor provides notice to Licensee of completion of the installation of the Licensed Software hereunder ("**Warranty Period**"). If, during the Warranty Period, Licensee believes that the Licensed Software does not materially conform with the above limited warranty, Licensee shall promptly notify Licensor in writing and provide Licensor with sufficient documentation of such nonconformity to enable Licensor to reproduce and verify the same ("**Warranty Notice**"). Licensor's sole obligation with respect to any claims of nonconformance with the above limited warranty shall be (i) to provide Licensee with instructions for curing such nonconformity, (ii) to provide Licensee with an updated version of such item which is free of such nonconformity, (iii) to provide Licensee with a functionally equivalent software package which is free of such nonconformity and which, following delivery, will be regarded as an item of Licensed Software under this Agreement, or (iv) in the event Licensor is unable to accomplish any of the above after using its commercially reasonable efforts, it will accept a return of all such nonconforming Licensed Software and refund to Licensee the prorated amount of the License Fees paid by Licensee prior to such termination. The limited warranty set forth in this Section 5.1 shall not be applicable in the event that any nonconformity arises from (i) any modification to the Licensed Software not made by Licensor, (ii) use of the Licensed Software in a manner not described in the Documentation or this Agreement, (iii) any modification to the Licensed Software or Documentation not made by Licensor, (iv) use of the Licensed Software or Documentation in any unlawful, improper or inappropriate manner or for any unlawful, improper or inappropriate purpose, (v) failure by Licensee to incorporate and use all updates to the Licensed Software available from Licensor within one hundred and eighty (180) days from the date that they are made available; (vi) hardware, software or services not provided by Licensor or (vii) as a result of the negligence or intentional misconduct of any user of the Licensed Software.

5.2. Compliance with Laws. Each Party shall be exclusively responsible for its compliance with all laws and regulations applicable to its business.

5.3. Disclaimer. EXCEPT AS PROVIDED IN THIS SECTION 5 AND ELSEWHERE IN THIS AGREEMENT, LICENSOR AND ITS SUPPLIERS MAKE AND GIVE NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, AND EXPRESSLY DISCLAIM ALL WARRANTIES, REPRESENTATIONS, CONDITIONS AND GUARANTIES, WHETHER ORAL OR WRITTEN, IMPLIED OR STATUTORY, WITH REGARD TO THE LICENSED SOFTWARE AND ANY COMPONENTS THEREOF AND ANY SERVICES, INCLUDING WITHOUT LIMITATION ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, NON-INTERFERENCE, AND WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

6. INDEMNIFICATION.

6.1. Infringement Indemnity. Licensor, at its own expense, shall indemnify Licensee (for purposes of this Section 6.1, “Licensee” shall include Licensee’s affiliates, directors, officers, employees, agents, and advisors) from and against any action brought against Licensee by a third party to the extent that such action is solely based on a claim (each a “**Claim**”) that the Licensed Software as delivered by Licensor, when used in accordance with this Agreement, infringes any Intellectual Property Rights of any third party and Licensor shall pay all resulting costs, settlements and damages finally awarded against Licensee by a court of applicable jurisdiction or in a settlement approved by Licensor in such Claim, provided: (a) Licensor shall have control of the defense and/or settlement of such claim or suit; (b) Licensee will notify Licensor promptly in writing of each such claim or suit and shall give Licensor all information known to Licensee relating thereto; and (c) Licensee will cooperate with any reasonable request of Licensor in the settlement or defense of any such claim or suit. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice’s right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute 28 U.S.C. §516. Licensee shall be reimbursed for all reasonable out of pocket expenses incurred in providing any cooperation requested by Licensor. If all or any part of the Licensed Software is, or in the opinion of Licensor may become, the subject of any Claim or suit for infringement of any third party rights, Licensor may, at its expense and discretion, do one of the following things: (i) procure for Licensee the right to use the Licensed Software or the affected part of the Licensed Software; (ii) replace the Licensed Software or the affected part of the Licensed Software with other Licensed Software providing substantially similar functionality; (iii) modify the Licensed Software or the affected part of the Licensed Software to make it non-infringing; or (iv) terminate this Agreement. Notwithstanding the foregoing, Licensor shall have no obligations under this Article to the extent that a Claim is based upon: (A) a modification of the Licensed Software made by Licensee, which but for such modification, the Claim would not have arisen, (B) Licensee’s failure to install an Update that was delivered by Licensor and received by Licensee at least ninety (90) days in advance of the Claim, if such infringement would have been avoided by use of such Update; (C) a combination of the Licensed Software with other software, hardware and other products not provided by Licensor; (D) use of the Licensed Software in any unauthorized (including any use of the Licensed Software following the expiration or termination of this Agreement), unlawful, improper or inappropriate manner or for any unauthorized, unlawful, improper or inappropriate purpose, or (E) any Claim of infringement of any patent or copyright or misappropriation of any trade secret in which Licensee or any affiliate of Licensee has a pecuniary or other material interest. The indemnification remedies set forth in this Section 6.1 shall constitute Licensee’s exclusive remedies, and Licensor’s exclusive liability with respect to the claims described in this Section 6.1.

6.2. Reserved. .

7. **TERM**

7.1. **Term.** This Agreement shall commence on the Effective Date and continue for three (3) years (“**Initial Term**”), and thereafter may be renewed for successive additional one (1) year renewal terms (each a “**Renewal Term**”) by executing a written order for the Renewal Term. The Initial Term and any Renewal Terms are collectively referred to herein as the “**Term**.”

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

7.3. **Reserved.**

7.4. **Effect of Termination.** Upon the termination of this Agreement, the licenses granted in Section 2 shall terminate and Licensee shall promptly return to Licensor or destroy all copies of the Licensed Software and Documentation as instructed by Licensor and, upon Licensor’s request, Licensee shall provide a written certification signed by an authorized officer attesting to such destruction or return. Upon termination of this Agreement, any unpaid portion of the License Fee that accrued prior to such termination shall be accelerated and immediately due and payable to Licensor. Licensee may sell any Licensee Products upon which Transformations were implemented prior to the termination of this Agreement, subject in all respects to the License Fees due hereunder.

7.5. **Survival.** Upon expiration or termination of this Agreement, all terms of this Agreement shall terminate, except that Sections 1, 2.3, 2.4, 4, 5.3, 6, 7.4, 7.5, 8, 9 and 10 shall survive expiration or termination of this Agreement according to their respective terms.

8. **CONFIDENTIALITY.**

8.1. **General.** During the Term, each Party (the “**Receiving Party**”) may have access to information that the other Party (the “**Disclosing Party**”) considers to be confidential and/or a trade secret; this includes but is not limited information that is not generally available to the public, whether of a technical, business, or other nature and that: (a) the Receiving Party knows or has reason to know is confidential, proprietary, or trade secret information of the Disclosing Party; and/or (b) is of such a nature that the Receiving Party should reasonably understand that the Disclosing Party desires to protect such information against unrestricted disclosure (“**Confidential Information**”). The Parties acknowledge that the Licensed Software shall be the Confidential Information of Licensor. Confidential Information does not include information which (i) is rightfully known to the Receiving Party prior to the time of disclosure as evidenced by the written records of the Receiving Party, (ii) has become publicly known and made generally available to the public by the Disclosing Party, (iii) has been rightfully received by the Receiving Party from a third party who is authorized to make such disclosure and such party is not under any obligation of confidentiality to the Disclosing Party, or (iv) was independently developed without use of or reference to any Confidential Information of the Disclosing Party and by employees of the Receiving Party who have had no access to such information.

8.2. **Non-Disclosure.** The Receiving Party will use Confidential Information only to perform its obligations under, and for the purposes of, this Agreement. The Receiving Party will not use Confidential Information for the benefit of a third party, excluding the Disclosing Party’s affiliates. The Receiving Party will maintain the confidentiality of Confidential Information in the same manner in which it protects its own information of like kind, but in no event will either Party take less than reasonable precautions to prevent the unauthorized use or disclosure of the Confidential Information. The Receiving Party is permitted to disclose Confidential Information to its employees and authorized subcontractors on a need to

know basis only, provided that all such subcontractors have written confidentiality obligations to the Receiving Party which are at least as restrictive as those set forth in this Agreement. The Receiving Party will be responsible for any damages arising from any unauthorized disclosure of Confidential Information. Nothing in this Agreement will be deemed to prevent the Receiving Party from disclosing any Confidential Information received hereunder pursuant to any regulatory, self-regulatory or supervisory authority having appropriate jurisdiction, any applicable law, regulation or court order, including, without limitation, the Securities Act of 1933 and the Securities Exchange Act of 1934, provided that (i) such disclosure will be limited to the minimum acceptable level of disclosure; (ii) that the Receiving Party, unless prohibited by such regulatory, self-regulatory or supervisory authority, or such law, regulation or court order, will notify the Disclosing Party of such imminent disclosure as soon as is practicable and in all events with sufficient prior notice to allow the Disclosing Party to seek a protective order or otherwise to object; and (iii) that the Receiving Party will minimize or prevent such disclosure to the maximum extent allowed under applicable law, regulation or court order. The Receiving Party will promptly inform the Disclosing Party of any actual or suspected breach of the confidentiality obligations set forth in this Agreement upon becoming aware of such actual or suspected breach and agrees to reasonably cooperate with the Disclosing Party in the incident response process. Immediately upon the earlier of a Party's request or the termination or expiration of this Agreement for any reason, the Receiving Party will: (x) stop using all of Disclosing Party's Confidential Information then in its possession not under a valid license; (y) erase or destroy all such Confidential Information residing in any computer memory or data storage apparatus; and (z) destroy or return to the Disclosing Party (in the Disclosing Party's discretion) all such Confidential Information in tangible form. Licensor recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which may require that certain information be released, despite being characterized as "confidential" by the vendor.

9. LIMITATION OF LIABILITY

9.1. Liability for Certain Damages. EXCEPT WITH RESPECT TO EACH PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 6 OR DAMAGES FOR BREACH OF THE CONFIDENTIALITY OBLIGATIONS IN SECTION 8, IN NO EVENT SHALL EITHER PARTY OR ANY AFFILIATE OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, USERS, EMPLOYEES, AGENTS OR REPRESENTATIVES BE LIABLE TO THE OTHER PARTY OR TO ANY PERSONNEL, SUBCONTRACTOR OR OTHER PERSON OR ENTITY CLAIMING THROUGH SUCH OTHER PARTY ARISING OUT OF, RESULTING FROM, RELATING TO OR IN CONNECTION WITH THE LICENSED SOFTWARE OR THIS AGREEMENT UNDER ANY EQUITY, COMMON LAW, CONTRACT, ESTOPPEL, NEGLIGENCE, TORT, STRICT LIABILITY OR ANY OTHER THEORY (REGARDLESS OF THE FORM OF ACTION) FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES, OR FOR LOST PROFITS, LOSS OF BUSINESS OR LOSS OF GOODWILL, ARISING OUT OF, RESULTING FROM, OR RELATING TO THE SERVICES OR THIS AGREEMENT EVEN IF SAID PARTY OR ANY AFFILIATE(S) HAS/HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH 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.

9.2. Amount of Damages. IN NO EVENT SHALL LICENSOR'S AGGREGATE CUMULATIVE LIABILITY TO LICENSEE ARISING OUT OF, RESULTING FROM, RELATING TO OR IN CONNECTION WITH THE LICENSED SOFTWARE OR AGREEMENT UNDER ANY EQUITY, COMMON LAW, CONTRACT, ESTOPPEL, NEGLIGENCE, TORT, STRICT LIABILITY OR ANY OTHER THEORY (REGARDLESS OF THE FORM OF ACTION) EXCEED THE AMOUNT OF FEES PAID BY LICENSEE HEREUNDER FOR THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE CLAIM.

10. **MISCELLANEOUS**

10.1. Force Majeure. In accordance with GSAR Clause 552.212-4(f), Neither Party shall be liable to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by: (a) acts of God; (b) flood, fire or explosion; (c) war, terrorism, invasion, riot or other civil unrest; (d) embargoes or blockades in effect on or after the date of this Agreement; or (e) national or regional emergency; or (f) strikes, labor stoppages or slowdowns (each of the foregoing, a “**Force Majeure Event**”), in each case provided that: (i) such event is outside the reasonable control of the affected Party; (ii) the affected Party provides prompt notice to the other Party, stating the period of time the occurrence is expected to continue; and (iii) the affected Party uses diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

10.2. Notice. Any notices under this Agreement shall be written and shall be deemed delivered when actually received, or five (5) days after they are deposited with the United States Postal Service, certified mail, return receipt requested, when addressed to the other Party at the address set forth in the introductory paragraph to this Agreement. The addresses below may only be changed by written notice.

10.3. Entire Agreement. This Agreement contains all of the understandings and agreements of the parties hereto in respect of the subject matter hereof as of the Effective Date, and any and all prior understandings and agreements, expressed or implied, between the Parties hereto in respect of the subject matter hereof are superseded hereby. For the avoidance of doubt, Schedules A, B and C are incorporated by reference and shall be effective as if set forth in full herein. Any additional or different terms appearing on any invoice or other document including terms and conditions in standard or preprinted documents or on Licensor's web site that are inconsistent with this Agreement shall be void and have no force or effect.

10.4. Assignment; Successors. Neither this Agreement nor any rights, obligations or licenses granted hereunder may be assigned or delegated by either Party without the prior written consent of the other Party, except that (a) either Party may, without the consent of the other Party, delegate any obligations under this Agreement or assign this Agreement in whole or in part to an Affiliate of such Party capable of performing such Party's obligations hereunder and (b) either Party may assign this Agreement to an acquirer or successor in connection with a reorganization, consolidation, merger, acquisition or sale of all or substantially all assets of such Party in accordance with the provisions set forth at FAR 42.1204. Any attempted assignment by Licensee in violation of this Section 10.4 shall be void and of no force or effect. This Agreement shall be binding upon and inure to the benefit of the Parties and their permitted successors and assigns.

10.5. Headings. Captions and section headings hereof are for reference purposes only and shall not control or alter the meaning of this Agreement as set forth in the text.

10.6. Severability. In the event any one or more of the terms or provisions contained in this Agreement or any application thereof finally shall be declared by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions of Agreement or any application thereof shall not in any way be affected or impaired, except that, in such an event, the Parties agree to negotiate in good faith to revise this Agreement in order to give effect to the benefit of the bargain with respect to this Agreement.

10.7. No Waiver. No waiver of any breach of this Agreement shall (a) be effective unless it is in a writing which is executed by the Party charged with the waiver, or (b) constitute a waiver of a subsequent breach, whether or not of the same nature. All waivers shall be strictly construed. No delay in enforcing any right or remedy as a result of a breach of this Agreement shall constitute a waiver thereof.

10.8. Governing Law; Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the Federal laws of the United States. THE PARTIES WAIVE ANY RIGHT TO A JURY

TRIAL AND REPRESENT TO EACH OTHER THAT THIS WAIVER IS MADE KNOWINGLY AND VOLUNTARILY AFTER CONSULTATION WITH AND UPON ADVICE OF COUNSEL.

10.9. Counterparts. This Agreement may be executed in any number of counterparts, whether written, PDF, fax or other electronic image, each of which shall be deemed an original but all of such together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have caused this Software License Agreement to be duly executed and effective as of the Effective Date.

LICENSOR:

RUNSAFE SECURITY, INC.

By: _____

Name: Joseph M. Saunders

Title: Chief Executive Officer

LICENSEE:

<<CUSTOMER NAME>>

By: _____

Name:

Title:

SCHEDULE A
LICENSED SOFTWARE, LICENSEE SOFTWARE AND AUTHORIZED FACILITY

Licensed Software:

- ☐ RunSafe Identify
- ☐ RunSafe Protect

Product Description:

The RunSafe software suite delivered as a software image installed via a virtual machine or container at Authorized Facilities. RunSafe Identify generates a software bill of materials, associates vulnerabilities, and scores the vulnerabilities. RunSafe Protect enables a user to perform Transformations to Licensee Products for purposes of protecting against various forms of exploitations (e.g. buffer overflow, memory corruption errors, return-oriented programming gadgets, stack overflow, and related forms of malware attacks) and related CVEs.

Licensee Products:

<<enter product names here>>

Authorized Facilities:

<<enter locations here>>

SCHEDULE B
LICENSE FEES

Annual Subscription Fee:

There are two separate annual subscription fees:

- Annual subscription fee for **RunSafe Identify** for up to **xxx code repositories** is **\$xx,xxx** and shall be paid within 30 days from the Effective Date. The annual subscription fee shall then be due on the anniversary of the Effective Date each year thereafter. Licensee shall pay **\$xxx** per code repository per year beyond the initial **xxx** code repositories.
- Annual subscription fee for **RunSafe Protect** is priced per product according to the Code Pricing Schedule below. Each development team will request and receive a license key for its implementation of RunSafe Code and the annual subscription fee shall be invoiced upon delivery of the license key (RunSafe Code License Key Delivery Date) and payable in full within 30 days. On the anniversary date of each RunSafe Code License Key Delivery Date, RunSafe will invoice the annual subscription fee also due within 30 days of invoice date.

Code Pricing Schedule Per Product

Annual Subscription Fee	Fielded Devices Included	Price Per Device Beyond Included Devices

SCHEDULE C

FLOW-DOWN TERMS

The Licensee Product incorporates certain software owned by third parties and used by Licensee under a license.

LICENSEE'S LICENSORS MAKE AND GIVE NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, AND EXPRESSLY DISCLAIM ALL WARRANTIES, REPRESENTATIONS, CONDITIONS AND GUARANTIES, WHETHER ORAL OR WRITTEN, IMPLIED OR STATUTORY, WITH REGARD TO THE LICENSEE SOFTWARE AND ANY COMPONENTS THEREOF, INCLUDING WITHOUT LIMITATION ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, NON-INTERFERENCE, AND WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

TO THE MAXIMUM EXTENT ALLOWABLE UNDER APPLICABLE LAW, LICENSEE'S LICENSORS SHALL HAVE NO LIABILITY IN RELATION TO THE LICENSEE SOFTWARE FOR DAMAGES OF ANY KIND, WHETHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THE LICENSEE SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE

