



SOFTWARE LICENSE AGREEMENT

PLEASE READ THIS AGREEMENT BEFORE USING CYGLASS' SOFTWARE OR SERVICES. BY ACCESSING OR USING CYGLASS' SOFTWARE AS A SERVICE OFFERING ("SAAS"), YOU ("THE CUSTOMER") SIGNIFY ACCEPTANCE OF AND AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT AND THAT YOU HAVE AUTHORITY TO DO SO. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, DO NOT ACCESS OR USE THE CYGLASS SOFTWARE. IF THE PARTIES HAVE A FULLY EXECUTED AGREEMENT THAT EXPRESSLY GOVERNS ORDERS FOR CYGLASS' SOFTWARE, SUCH AGREEMENT SHALL SUPERSEDE THIS AGREEMENT.

This Master Software License Agreement ("**Agreement**") is entered into between Customer and CyGlass Technology Services, Inc., a Delaware corporation ("**CyGlass**"), with its principal place of business at 305 Foster Street, Suite # 200, Littleton, Massachusetts 01460. CyGlass and the Customer agree that the following terms and conditions will apply to the use of the software and provision of services.

1. DEFINITIONS. Capitalized terms used but not otherwise defined in this Agreement have the meanings set forth in Exhibit A.

2. LICENSE GRANTS

2.1 Purchased Software. Subject to Customer's compliance with this Agreement, including Customer's timely payment of all License and Subscription Fees and fees provided during a Subscription Term, CyGlass grants to Customer a nonexclusive, worldwide, non-transferable, non-sublicensable license during the applicable Subscription Term provided in an Order, to install and use the Purchased Software within the Licensed Capacity solely for Customer's Internal Business Purposes and in accordance with the User levels by which CyGlass measures, prices and offers the Software as provided in an Order agreed to between Customer and CyGlass.

2.2 Evaluation Software. If the applicable Order specifies that any Software is provided under an evaluation license or a free trial license, then subject to Customer's compliance with this Agreement, CyGlass grants to Customer a nonexclusive, worldwide, nontransferable, non-sublicensable license during the applicable Term to install and use the Evaluation Software within the Licensed Capacity solely for evaluating whether Customer wishes to purchase a commercial license for such Software. The term for the Evaluation Software license shall automatically expire 30 days after commencement of the evaluation, unless otherwise agreed between the parties. Notwithstanding anything to the contrary in this Agreement, CyGlass does not provide maintenance and support (Section 7), warranty (Section 10), or indemnification (Section 13) with respect to Evaluation Software.

2.3 Test and Development Software. If the applicable Order specifies that any Software is provided under a test and development license, then subject to Customer's compliance with this Agreement, CyGlass grants to Customer a nonexclusive, worldwide, nontransferable, nonsublicensable license during the applicable Term to install and use the Test and Development Software within the Licensed Capacity in a



non-production system used for software product migration testing, software product pre-production staging, testing new data sources, types or use cases, or other non-production use. In no way should the Test and Development Software be used for any revenue generation, commercial activity or other productive business or purpose. Notwithstanding anything to the contrary in this Agreement, CyGlass does not provide warranty (Section 10), or indemnification (Section 13) with respect to the Test and Development Software.

2.4 Open Source Software. Customer acknowledges that certain Software may contain Open Source Software. Open Source Software may be identified in the Documentation or in a list of the Open Source Software provided to Customer upon Customer's written request. Any Open Source Software that is delivered to Customer as part of Purchased Software, and which may not be taken out of the Purchased Software or used separately from the Purchased Software is covered by the warranty, support and indemnification provisions applicable to Purchased Software. Customer acknowledges that specific terms required by the respective licensor of the Open Source Software may apply to the use of Open Source Software, which terms shall be included in the Documentation; however, these terms will not: (a) impose any additional restrictions on Customer's use of the Software, or (b) negate or amend CyGlass's responsibilities with respect to Purchased Software.

2.5 Data Storage. Customer's purchase of the Subscription Software includes storage of the data processed by the CyGlass Software for forty-five (45) days as provided by the CyGlass application ("ActiveStorage") unless otherwise agreed to in an Order. The amount of storage days allocated to Customer is based on customer providing accurate information to CyGlass during the evaluation and purchasing process. CyGlass will use best efforts to provide Customer with ActiveStorage for the period indicated above, provided that CyGlass reserves the right to limit the actual number of days of storage if CyGlass determines that the actual Customer usage is exceeding the estimated storage capacity and shall provide Customer with its analysis of actual use in detail upon request. After forty-five (45) days or other period indicated in an Order as an ActiveStorage period, CyGlass will archive the incoming logs for a period three hundred twenty-five (325) days and provide Customer with access to view the data, in archived format, at no additional charge. In the event that Customer wants the archived data stored and viewable beyond the one (1) year in the CyGlass application and processed by the CyGlass analytics, CyGlass shall provide Customer with a quotation to conduct such services.

3. LICENSE RESTRICTIONS. Unless otherwise expressly permitted by CyGlass, Customer will not and Customer has no right to: (a) copy any CyGlass Materials (except as required to run the Software and for reasonable backup purposes); (b) modify, adapt, or create derivative works of any CyGlass Materials; (c) rent, lease, loan, resell, transfer, sublicense, distribute, disclose or otherwise provide any CyGlass Materials to any third party; (d) decompile, disassemble or reverse-engineer any CyGlass Materials, or determine or attempt to determine any source code, algorithms, methods or techniques embodied in any CyGlass Materials, except to the extent expressly permitted by applicable law notwithstanding a contractual prohibition to the contrary; (e) access or use any Disabled Materials; (f) provide to any third party the results of any benchmark tests or other evaluation of any CyGlass Materials without CyGlass's prior written consent; (g) attempt to disable or circumvent any license key or other technological mechanisms or measures intended to prevent, limit or control use or copying of, or access to, any CyGlass Materials (including in order to gain access to any Disabled Materials); (h) remove or obscure any copyright, trademark, patent, or other proprietary notices, legends or symbols from any CyGlass Materials; (i) exceed the Licensed Capacity; (j) otherwise access or use any CyGlass Materials except as expressly authorized in this Agreement; or (k) encourage or assist any third party to do any of the foregoing. Customer acknowledges that the Software may be configured to display warnings, reduce available functionality, and/or cease functioning if unauthorized or improper use is detected, including if the Term expires or the Licensed Capacity is reached or exceeded.



4. CONSULTANTS AND AFFILIATES. Customer may permit its authorized consultants, contractors, and agents (“**Service Providers**”) to access and use the Software solely on Customer’s behalf in connection with providing services to Customer, subject to the terms and conditions of this Agreement. Customer may also permit its Affiliate(s) to access and use the Software, subject to the terms and conditions of this Agreement. Any such access or use by a Service Provider or Affiliate will be subject to the same limitations and restrictions that apply to Customer under this Agreement, and Customer will be responsible for any failure by any Service Provider or Affiliate to comply with such limitations and restrictions (and any act or omission by a Service Provider or Affiliate that would constitute a breach of this Agreement if by Customer will be deemed a breach of this Agreement by Customer). For avoidance of doubt, the aggregate use by Customer and all of its Service Providers and Affiliates must not exceed the Licensed Capacity and nothing in this Section 4 is intended to or will be deemed to increase any Licensed Capacity.

5. OWNERSHIP. CyGlass, its suppliers and/or licensors own all worldwide right, title and interest in and to the CyGlass Materials, including all related Intellectual Property Rights. Except for the licenses expressly granted to Customer in Section 2, Customer will not acquire or claim any right, title or interest in or to any CyGlass Materials or related Intellectual Property Rights, whether by implication, operation of law or otherwise. Notwithstanding anything to the contrary, the Software is licensed, not sold, to Customer.

6. LICENSE AND SUBSCRIPTION FEES. Unless Customer purchases the Software from an authorized reseller of CyGlass, Customer will pay all license fees set forth in the Order (the “**License and Subscription Fees**”) no later than thirty (30) days after the date of CyGlass’s applicable invoice. Without limitation of CyGlass’s other termination rights, if Customer fails to pay the License and Subscription Fees when due, then CyGlass may terminate this Agreement and all licenses granted hereunder by notice to Customer. All License Fees are non-refundable once paid.

7. MAINTENANCE AND SUPPORT. If Customer has purchased support and maintenance for the Purchased Software as set forth in the Order (the “**Support Services**”), then CyGlass will provide the level of support and maintenance included in the Order in accordance with the terms and conditions set forth in the Support and Maintenance Program.

8. CONFIGURATION SERVICES. Subject to Customer’s payment of applicable fees, CyGlass will provide any deployment, usage assistance, configuration, and/or training services (if any) set forth in the Order (the “**Professional Services**”) in accordance with CyGlass’s standard professional services terms and conditions, which terms and conditions are hereby incorporated by reference and made a part of this Agreement.

9. SOFTWARE VERIFICATION AND AUDIT. At CyGlass’s request, Customer will furnish CyGlass with a certification signed by Customer’s authorized representative verifying that the Software is being used in accordance with this Agreement and the applicable Order. Also, if Customer has purchased an offering that requires usage reporting as identified in the Order, Customer agrees to provide such reporting pursuant to the requirements set forth by CyGlass. Upon at least ten (10) days’ prior written notice, CyGlass may audit Customer’s (and its Service Providers’ and Affiliates’) use of the Software to ensure that Customer (and such Service Providers and Affiliates) are in compliance with this Agreement and the applicable Order. Any such audit will be conducted during regular business hours at Customer’s (or its Service Providers or Affiliates) facilities, will not unreasonably interfere with Customer’s (or its Service Providers’ or Affiliates’, as applicable) business and will comply with Customer’s (or its Service Providers’ or Affiliates’, as applicable) reasonable security procedures. Customer will (and will ensure that it’s Service Providers and Affiliates) provide CyGlass with reasonable access to all relevant records and facilities reasonably necessary to conduct the audit. If an audit reveals that Customer (or any Service Provider or Affiliate) has exceeded the Licensed Capacity or the scope of Customer’s license grant during the period audited, then CyGlass will invoice Customer, and Customer will promptly pay CyGlass any underpaid fees based on CyGlass’s price list in effect at the time the audit is completed. If the excess usage



exceeds ten percent (10%) of the Licensed Capacity, then Customer will also pay CyGlass's reasonable costs of conducting the audit. Customer will ensure that its Service Providers and Affiliates provide CyGlass with the access described in this Section 9. This Section 9 will survive expiration or termination of this Agreement for a period of three (3) years.

10. WARRANTY. CyGlass warrants that for a period of thirty (30) days from the Delivery of Purchased Software, the Purchased Software will substantially perform the material functions described in CyGlass's user documentation for such Purchased Software, when used in accordance with the user documentation. The sole liability of CyGlass (and its Affiliates and suppliers/licensors), and Customer's sole remedy, for any failure of the Purchased Software to conform to the foregoing warranty, is for CyGlass to do one of the following (at CyGlass's sole discretion): (a) modify, or provide an Enhancement for, the Purchased Software so that it conforms to the foregoing warranty, (b) replace Customer's copy of the Purchased Software with a copy that conforms to the foregoing warranty, or (c) terminate the license with respect to the non-conforming Purchased Software and refund the License Fees paid by Customer for such non-conforming Purchased Software. All warranty claims must be made by written notice to CyGlass on or before the expiration of the warranty period.

11. WARRANTY DISCLAIMER. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 10 ABOVE, THE CYGLASS MATERIALS, OPEN SOURCE SOFTWARE, THIRD PARTY CONTENT, SUPPORT SERVICES AND PROFESSIONAL SERVICES ARE PROVIDED "AS IS" WITH NO WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED. TO THE FULL EXTENT PERMITTED BY LAW, CYGLASS AND ITS SUPPLIERS AND LICENSORS DISCLAIM ALL WARRANTIES OTHER THAN AS EXPRESSLY SET FORTH IN SECTION 10, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, OR QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR TRADE USAGE. WITHOUT LIMITATION OF THE GENERALITY OF THE FOREGOING, CYGLASS DOES NOT WARRANT THAT USE OF THE SOFTWARE WILL BE UNINTERRUPTED, ERROR FREE OR SECURE, OR THAT ALL DEFECTS WILL BE CORRECTED.

12. LIMITATION OF LIABILITY. TO THE FULL EXTENT PERMITTED BY APPLICABLE LAW AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY OR LIMITATION OF LIABILITY: (A) CYGLASS AND ITS AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS (THE "CYGLASS ENTITIES") WILL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING ANY DAMAGES ARISING FROM LOSS OF USE, LOSS OF DATA, LOST PROFITS, BUSINESS INTERRUPTION, OR COSTS OF PROCURING SUBSTITUTE SOFTWARE OR SERVICES) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF; AND (B) CYGLASS ENTITIES' TOTAL CUMULATIVE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF WILL NOT EXCEED THE AMOUNTS PAID BY CUSTOMER TO CYGLASS FOR THE PURCHASED SOFTWARE IN THE TWELVE (12) MONTHS PRIOR TO THE EVENT GIVING RISE TO SUCH LIABILITY, IN EACH OF THE FOREGOING CASES (A) AND (B), REGARDLESS OF WHETHER SUCH LIABILITY ARISES FROM CONTRACT, INDEMNIFICATION, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND REGARDLESS OF WHETHER CYGLASS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. IN ADDITION, CUSTOMER, AND NOT CYGLASS, IS SOLELY RESPONSIBLE FOR THE ACCURACY, QUALITY AND SECURITY OF CUSTOMER'S DATA AND FOR MAINTAINING A BACKUP OF ALL SUCH DATA, AND FOR ENSURING THE SECURITY AND INTEGRITY OF CUSTOMER'S (AND ITS AFFILIATES' AND SERVICE PROVIDER'S) DATA, COMPUTERS, NETWORKS AND SYSTEMS (INCLUDING WITH RESPECT TO PROTECTING AGAINST VIRUSES AND MALWARE).



13. INDEMNITY. CyGlass will defend Customer against any claim, demand, suit or proceeding (“**Claim**”) brought against Customer by a third party alleging that Purchased Software infringes or misappropriates such third party’s Intellectual Property Rights, and CyGlass will pay all damages finally awarded against Customer by a court of competent jurisdiction as a result of such Claim, subject to the other terms and conditions of this Agreement. Notwithstanding the foregoing, CyGlass has no obligation to indemnify Customer with respect to: (a) use of the Purchased Software in a manner that is not permitted under the Agreement or that is inconsistent with CyGlass’s applicable user documentation; (b) modifications to the CyGlass Materials made by anyone other than CyGlass; (c) the combination of Software with hardware or software not made by CyGlass, or with third-party services, processes or materials where the infringement or misappropriation would not occur but for such combination; (d) Customer’s continued use of the Purchased Software or other allegedly infringing activity after receiving notice of the alleged infringement; or (e) any version of the Purchased Software that is no longer supported by CyGlass ((a) through (e), collectively, “**Excluded Matters**”). If an applicable Claim is made or appears likely to be made, CyGlass may, at its option and expense, modify the affected Purchased Software so that it is noninfringing, or replace it with substantially functionally equivalent software. If CyGlass determines that neither is reasonably feasible, CyGlass may terminate Customer’s applicable license and refund Customer a pro rata refund of the License Fees previously paid by Customer, which will be calculated using the remainder of the license term (beginning with the date of CyGlass’s receipt of notice of the applicable Claim). The obligations set forth in this Section constitute Customer’s sole and exclusive remedy, and CyGlass’s entire liability, with respect to any Claims that the Purchased Software infringes any third party’s Intellectual Property Rights. Customer will defend CyGlass against any Claim brought against CyGlass by a third party arising out of or relating to any Excluded Matter or any Customer Extension, and Customer will pay all damages finally awarded against CyGlass by a court of competent jurisdiction as a result of such Claim. Each party’s indemnity obligations set forth in this Section 13 are conditioned upon the party seeking indemnification (x) providing prompt written notice to the other party of the applicable Claim; (y) giving the indemnifying party sole control of the defense and/or settlement of the Claim, except that: (i) the indemnified party may participate in the defense with counsel of its choice at its own expense, and (ii) the indemnifying party will not agree to any settlement that imposes a material obligation on the indemnified party without the indemnified party’s prior written consent (not to be unreasonably withheld or delayed), and (z) providing reasonable cooperation and assistance in the defense and negotiations.

14. CONFIDENTIAL INFORMATION.

14.1 Confidential Information. “*Confidential Information*” means any technical or business information, ideas, materials, know-how or other subject matter that is disclosed by one party to the other party that: (a) if disclosed in writing, is marked “confidential” or “proprietary” at the time of such disclosure; (b) if disclosed orally, is identified as “confidential” or “proprietary” at the time of such disclosure, and is summarized in a writing sent by the disclosing party to the receiving party within thirty (30) days after any such disclosure; or (c) under the circumstances, a person exercising reasonable business judgment would understand to be confidential or proprietary. Confidential Information of CyGlass will include the CyGlass Materials (including any license keys).

14.2 Use and Disclosure Restrictions. The party receiving Confidential Information (“**Recipient**”) agrees: (a) to maintain the Confidential Information of the party disclosing such information (the “**Discloser**”) in strict confidence; (b) not to disclose such Confidential Information to any third parties; and (c) not to use any such Confidential Information for any purpose other than to exercise its rights or perform its obligations under this Agreement. Recipient will treat Confidential Information of the Discloser with the same degree of care as it accords to its own Confidential Information, but in no event with less than reasonable care. Recipient may disclose the Confidential Information of Discloser to its directors, officers, and employees (collectively, “**Representatives**”), who have a bona fide need to know such Confidential Information, provided that each such Representative is bound by a legal obligation as protective of the other



party's Confidential Information as those set forth herein. Recipient's obligations under this Section 14 will continue in effect for a period of three (3) years from the date of last disclosure of Confidential Information by Discloser, except that Customer's obligations under this Section 14 will continue in effect in perpetuity with respect to CyGlass Materials, and each party's obligations under this Section 14 will continue in perpetuity with respect to the other party's Sensitive Information.

14.3 Exclusions. The obligations of Recipient under Section 14.1 will not apply to any Confidential Information that: (a) is now or thereafter becomes generally known or available to the public, through no act or omission on the part of Recipient (or any of its Representatives, affiliates, or agents) or any third party subject to any use or disclosure restrictions with respect to such Confidential Information; (b) was known by or lawfully in the possession of Recipient, prior to receiving such information from Discloser, without restriction as to use or disclosure; (c) is rightfully acquired by Recipient from a third party who has the right to disclose it and who provides it without restriction as to use or disclosure; or (d) is independently developed by Recipient without access, use or reference to any Confidential Information of Discloser.

14.4 Required Disclosures. The provisions of Section 14.1 will not restrict Recipient from disclosing Discloser's Confidential Information to the extent required by any law or regulation or compelled by a court or administrative agency of competent jurisdiction, provided that, to the extent permissible under law, Recipient uses reasonable efforts to give Discloser advance notice of such required disclosure in order to enable Discloser to prevent or limit disclosure.

14.5 Return or Destruction of Confidential Information. Upon termination of the Agreement or support and maintenance, Recipient will promptly return to Discloser or, at Discloser's option, destroy all tangible items and embodiments containing or consisting of Discloser's Confidential Information and all copies thereof and provide written certification of such destruction or return by an authorized person.

14.6 Injunctive Relief. Recipient agrees that, due to the unique nature of the Confidential Information, the unauthorized disclosure or use of the Confidential Information will cause irreparable harm and significant injury to Discloser, the extent of which will be difficult to ascertain and for which there will be no adequate remedy at law. Accordingly, Recipient agrees that Discloser, in addition to any other available remedies, will have the right to an immediate injunction and other equitable relief enjoining any breach or threatened breach of this Section 14, without the necessity of posting any bond or other security. Recipient will notify Discloser in writing immediately upon Recipient's becoming aware of any such breach or threatened breach.

15. TERM. This Agreement will commence upon CyGlass's first delivery of the Software specified in the Order (or, CyGlass's other initial delivery of the Software to Customer) and will remain in effect until the expiration of the applicable Subscription Term, unless earlier terminated pursuant to Section 16 (the "**Term**"). Unless terminated by Customer as provided herein, this Agreement and any Subscription Terms shall automatically renew. For the avoidance of doubt, termination of a Subscription Term shall not affect the term of any other licenses applicable to other CyGlass products and services that Customer has purchased.

15.1 Purchased Software, etc. Unless otherwise indicated in the Order, the Term for Purchased Software and Free Software, if applicable, will continue indefinitely, unless and until terminated pursuant to Section 16. If the Order indicates a Term of a specific duration for any of the foregoing, then licenses granted to Customer for such Purchased Software or Free Software will terminate automatically upon expiration of such Term. Upon expiration of any Term, the applicable Software will stop working automatically.

16. TERMINATION. Customer may terminate this Agreement at any time by providing thirty (30) days' written notice to CyGlass provided that Customer shall not receive a refund of any fees charged during a Subscription Term. Customer's Subscription Term shall automatically renew for the fees provided in the



Order for a period of one (1) year upon expiration unless otherwise agreed in an Order. Either party may terminate this Agreement by written notice to the other party if the other party materially breaches this Agreement and does not cure the breach within thirty (30) days of receiving notice of the breach. In addition, CyGlass may immediately terminate this Agreement (in whole or in part, including with respect to any Term) by written notice to Customer (a) if Customer materially breaches Section 3, and (b) as set forth in Section 6. CyGlass may also terminate Customer's license to any Evaluation Software at any time with or without cause by notice to Customer. If Customer is the Government, then termination terms and conditions will be governed by 48 C.F.R. § 52.212-4. Upon any expiration or termination of this Agreement, the rights and licenses granted to Customer hereunder will automatically terminate, and Customer agrees to cease immediately using the CyGlass Materials and to return or destroy all copies of the CyGlass Materials and other CyGlass Confidential Information in Customer's possession or control, and certify in writing the completion of such return or destruction in accordance with Section 14.4. Upon termination of this Agreement, CyGlass will have no obligation to refund any License Fees or other amounts received from Customer during the Term, and notwithstanding any early termination above, Customer shall still be required to pay all License Fees payable under an Order (i.e., no such early termination shall relieve Customer of its obligations to pay all License Fees payable under an Order) unless otherwise provided in this Agreement. Section 1 (Definitions), Section 5 (Ownership), Section 9 (Software Verification and Audit), Section 11 (Warranty Disclaimer), Section 12 (Limitation of Liability), Section 13 (Indemnity), Section 14 (Confidentiality), Section 16 (Termination) and Sections 17 (Export) through 23 (General) will survive any expiration or termination of this Agreement.

17. EXPORT. Customer will comply fully with all relevant export laws and regulations of the United States and any other country ("**Export Laws**") where Customer uses any of the CyGlass Materials. Customer certifies that Customer is not on any of the relevant U.S. government lists of prohibited persons, including the Treasury Department's List of Specially Designated Nationals and the Commerce Department's List of Denied Persons or Entity List. Customer further certifies that Customer will not export, re-export, ship, transfer or otherwise use the CyGlass Materials in any country subject to an embargo or other sanction by the United States, including Iran, Syria, Cuba, Sudan and North Korea and that Customer will not use the CyGlass Materials for any purpose prohibited by the Export Laws, including, but not limited to, nuclear, chemical, missile or biological weapons related end uses.

18. GOVERNMENT END USER RIGHTS. Customer acknowledges that all CyGlass Materials were developed entirely at private expense and that no part of the CyGlass Materials was first produced in the performance of a government contract. Customer agrees that all CyGlass Materials and any derivatives thereof are "Commercial Items" as defined in 48 C.F.R. § 2.101, and if Customer is the Government, then such use, duplication, reproduction, release, modification, disclosure or transfer of this commercial product and data, is restricted in accordance with 48 C.F.R. § 12.211, 48 C.F.R. § 12.212, 48 C.F.R. § 227.7102-2, and 48 C.F.R. § 227.7202, as applicable. Consistent with 48 C.F.R. § 12.211, 48 C.F.R. § 12.212, 48 C.F.R. § 227.7102-1 through 48 C.F.R. § 227.7102-3, and 48 C.F.R. §§ 227.7202-1 through 227.7202-4, as applicable, the CyGlass Materials are licensed to Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other users pursuant to this Agreement and any related agreement(s), as applicable. Accordingly, Customer will have no rights in the CyGlass Materials except as expressly agreed to in writing by Customer and CyGlass.

19. PUBLICITY. Customer agrees that CyGlass may publish a brief description describing Customer's deployment of the Software and identify Customer as a CyGlass customer on any of CyGlass's websites, client lists, press releases, and/or other marketing materials.

20. CHOICE OF LAW AND DISPUTES. Unless Customer is the Government, this Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, excluding its conflicts of laws rules. Any legal action or proceeding arising under this Agreement will be brought exclusively in the federal or state courts located in Boston, Massachusetts, and the parties hereby consent



to personal jurisdiction and venue therein (except that CyGlass may seek injunctive relief to prevent improper or unauthorized use or disclosure of any CyGlass Materials from any court of competent jurisdiction.) The United Nations Convention on Contracts for the International Sale of Goods shall not apply.

21. GENERAL.

21.1 Purchase Order. Customer's issuance of a purchase order constitutes acceptance of this Agreement notwithstanding anything to the contrary in such purchase order. If any purchase order contains any terms or conditions that are different from or additional to the terms and conditions set forth in this Agreement, then CyGlass expressly rejects such different or additional terms and conditions, and such different or additional terms and conditions will not become a part of the agreement between the parties notwithstanding any subsequent acknowledgement, invoice or license key that CyGlass may issue.

21.2 Notices. All notices required or permitted under this Agreement will be in writing and delivered in person, by confirmed facsimile transmission, by overnight delivery service, or by registered or certified mail, postage prepaid with return receipt requested, and in each instance will be deemed given upon receipt. All communications will be sent to the addresses set forth in the applicable Order or to such other address as may be specified by either party to the other party in accordance with this Section.

21.3 Assignment. Customer may not assign, delegate or transfer this Agreement, in whole or in part, by agreement, operation of law or otherwise. CyGlass may assign this Agreement in whole or in part to an Affiliate or in connection with an internal reorganization or a merger, acquisition, or sale of all or substantially all of CyGlass's assets to which this Agreement relates. CyGlass may also assign its rights to receive payment due as a result of performance of this Agreement to a bank, trust company, or other financing institution, including any federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. § 3727) and may assign this Agreement in accordance with the provisions at 48 C.F.R. § 42.12, as applicable. Any attempt to assign this Agreement other than as permitted herein will be null and void. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties' permitted successors and assigns.

21.4 Rights and Remedies. Except as otherwise expressly set forth in this Agreement, the rights and remedies of either party as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies now or hereafter provided by law or at equity.

21.5 Waiver; Severability. The waiver by either party of a breach of or a default under this Agreement will not be effective unless in writing. The failure by either party to enforce any provisions of this Agreement will not constitute a waiver of any other right hereunder or of any subsequent enforcement of that or any other provisions. If a court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, the remaining provisions of the Agreement will remain in full force and effect, and the provision affected will be construed so as to be enforceable to the maximum extent permissible by law.

21.6 Interpretation. For purposes of interpreting this Agreement, (a) unless the context otherwise requires, the singular includes the plural, and the plural includes the singular; (b) unless otherwise specifically stated, the words "herein," "hereof," and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular section or paragraph; (c) the words "include" and "including" will not be construed as terms of limitation, and will therefore mean "including but not limited to" and "including without limitation"; (d) unless otherwise specifically stated, the words "writing" or "written" mean preserved or presented in retrievable or reproducible form, whether electronic (including email but excluding voice mail) or hard copy; (e) the captions and section and paragraph headings used in this Agreement are inserted for convenience only and will not affect the meaning or interpretation of this Agreement; and (f) the references herein to the parties will refer to their permitted successors and assigns.



21.7 Data Collection; Privacy. From time to time, CyGlass may collect and process technical and related information about Customer's use of the Software which may include Internet protocol addresses, hardware identification, operating system, application software and other non-personally identifiable usage information to facilitate the provision of updates, support, invoicing or to improve CyGlass's products or services. Such information will be subject to the CyGlass Privacy Policy, which policy is hereby incorporated by reference and made a part of this Agreement.

21.8 Integration. This Agreement along with any additional terms incorporated herein by reference, including the Order and the Exhibits hereto, constitute the complete and exclusive understanding and agreement between the parties and supersedes any and all prior or contemporaneous agreements, communications and understandings, written or oral, relating to their subject matter. Any waiver, modification or amendment of any provision of this Agreement will be effective only if in writing and signed by duly authorized representatives of both parties. Any terms and conditions contained or referenced by either party in a quote, purchase order, acceptance, invoice or any similar document purporting to modify the terms and conditions contained in this Agreement will be disregarded and have no effect unless otherwise expressly agreed to by the parties in accordance with the preceding sentence.

EXHIBIT A

DEFINITIONS

1. **"Affiliate,"** with respect to a party, means a corporation, partnership or other entity controlling, controlled by or under common control with such party, but only so long as such control continues to exist. For purposes of this definition, "control" means ownership, directly or indirectly, of greater than fifty percent (50%) of the voting rights in such entity (or, in the case of a noncorporate entity, equivalent rights).
2. **"Claim"** has the meaning set forth in Section 13.
3. **"Confidential Information"** has the meaning set forth in Section 14.1.
4. **"CyGlass Materials"** mean the Software, Software license keys, CyGlass Developer Tools, CyGlass Extensions and end user documentation relating to the foregoing provided through a SAAS delivery.
5. **"Delivery"** means the date of CyGlass's initial delivery of the license key for the applicable Software or otherwise making the applicable Software available for download by Customer.
6. **"Disabled Materials"** means certain materials (including programs, modules or components, functionality, features, documentation, content or other materials) that may be contained in or provided with the Software as part of the delivery mechanism used by CyGlass, but that are disabled or hidden in Customer's setting, because Customer either: (a) does not have the relevant license or license key, or (b) has not paid the applicable License Fees, for those materials.
7. **"Enhancements"** means any updates, upgrades, releases, fixes, enhancements or modifications to the Purchased Software made generally commercially available by CyGlass to its support customers under the terms and conditions set forth in Exhibit B.
8. **"Evaluation Software"** means Software that is specified in an Order as provided under an evaluation license or a free trial license.
9. **"Excluded Matters"** has the meaning set forth in Section 13.
10. **"Extension"** means any separately downloadable suite, configuration file, add-on, technical add-on, example module, command, function or application that extends the features or functionality of the applicable Software.



11. ***“Free Software”*** means Software that is specified in an Order as provided to Customer without charge (other than Evaluation Software).
12. ***“Government”*** means an agency, department, or instrumentality of the United States government.
13. ***“Intellectual Property Rights”*** means all patent, copyright, trademark, and trade secret rights and other intellectual property and proprietary rights, whether registered or unregistered.
14. ***“Internal Business Purpose”*** means Customer’s use for its own internal business operations on Customer’s systems, networks and devices with Customer’s data. Such use does not include use by Customer on a service bureau basis or otherwise to provide services to, or process data for, any third party.
15. ***“Licensed Capacity”*** means the maximum usage of the Software (e.g., aggregate daily volume of data indexed, number of Nodes, number of users, etc.) that is permitted under the type of license included in the applicable Order. The available types of license and the associated Licensed Capacity for each are set forth in an Order.
16. ***“License and Subscription Fees”*** has the meaning set forth in Section 6.
17. ***“Open Source Software”*** means software or similar subject matter that is distributed under an open source license such as (by way of example only) the GNU General Public License, GNU Lesser General Public License, Apache License, Mozilla Public License, BSD License, MIT License, Common Public License, any derivative of any of the foregoing licenses, or any other license approved as an open source license by the Open Source Initiative.
18. ***“Order”*** means CyGlass’s quote or ordering document accepted by Customer or Customer’s purchase order or other ordering document submitted to CyGlass (directly or indirectly through an authorized partner) and accepted by CyGlass to order CyGlass Materials or services, which references the Subscription Term, services, pricing and other applicable terms set forth in an applicable CyGlass quote or ordering document.
19. ***“Professional Services”*** has the meaning set forth in Section 8.
20. ***“Purchased Software”*** means Software for which Customer has paid a License Fee to CyGlass, whether directly or through an authorized partner.
21. ***“Sensitive Information”*** means sensitive technical or personally-identifiable Confidential Information of a party that is disclosed to the other party, where examples of Sensitive Information for CyGlass include details about product architecture, source code, product schematics and workflows, etc., and where examples of Sensitive Information for Customer include any personally-identifiable information related to Customer’s employees and customers and technical details regarding Customer’s proprietary systems.
22. ***“Service Providers”*** has the meaning set forth in Section 4.
23. ***“Software”*** means the Software products listed in an Order and any Enhancements thereto made available to Customer by CyGlass.
24. ***“Subscription Term”*** shall mean that period specified in an Order during which Customer will have on-line access and use of the Software through CyGlass’ SAAS offering.
25. ***“Support Fees”*** has the meaning set forth in Exhibit B.
26. ***“Support Services”*** has the meaning set forth in Section 7.
27. ***“Term”*** has the meaning set forth in Section 15.
28. ***“Test and Development Software”*** means Software that is specified in an Order as provided under a test and development license.



29. **“User”** means a single individual, including but not limited to an employee (full or part-time), consultant or contractor, having the ability to transfer data over Customer’s network. Each licensed User includes a license for a maximum of three (3) client network devices assigned or accessible by the User, i.e., personal computer, mobile phone, IP phone, printer, etc. “Devices” as used herein shall also include any “Internet of Things” (“IOT”) physical objects with sensors, processing ability, software, and other technologies that connect and exchange data with other devices and systems over the internet or other communications networks over Customer’s network. The IOT objects are included in the device count. Any additional IOT objects or devices beyond the initial three (3) limitation can be licensed as an additional Device.



EXHIBIT B

SUPPORT AND MAINTENANCE

This Maintenance Policy is an addendum to the Agreement between CyGlass and the Customer. Capitalized terms used in this Maintenance Policy and not otherwise defined below shall have the meanings given to such terms in the Agreement. In the event of a conflict between the terms of this Maintenance Policy and the Agreement, the terms of this Maintenance Agreement shall control.

Technical Support Policies. The CyGlass Support team is dedicated to providing knowledgeable and timely responses to your support requests. Email and phone support are available to all customers as part of our commitment to ensure your success.

Service definitions:

Investigate: CyGlass will examine Smart Alerts generated by the system by reviewing the type, severity of threat, number of instances, assets involved, duration, and amount of data involved if exfiltration is an aspect of the Smart Alert.

Remediation Recommendation: Based on the findings of the Investigation, CyGlass analysts will select one or more procedures to the customer operations teams to reduce or eliminate the activities that generated the Smart Alert.

Email support is provided during CyGlass business hours. Phone support +1 833 CYGLASS (294-5277)

CyGlass business hours are 8 AM to 6 pm Eastern Time.

Support Fees. Support Fees are incorporated in the CyGlass subscription fees.

How to Contact Support. The follow methods are available to contact the CyGlass Support Team:

Email	support@CyGlass.com
Phone	+1 833 CYGLASS (294-5277) UK +44 808 273 7686

Support may also be provided by CyGlass via online “chat” support.

Product Updates. Purchasing the CyGlass SAAS offering entitles you to product updates at no additional charge during the term of the contract for all CyGlass products licensed.

Customer Security Notification. In the event that a customer discovers a vulnerability that affects the confidentiality, integrity or the availability of the service, software or data, they are to immediately contact CyGlass and provide the pertinent details required to recreate the vulnerability. The CyGlass Information Security team may reach out to the reporting customer to gather additional details required to recreate the vulnerability

How to Report a Security Issue. The follow methods are available to report a security issue:

Email	support@CyGlass.com
Phone	+1 833 CYGLASS (294-5277) UK +44 808 273 7686