

SCYTHE Platform

TERMS AND CONDITIONS

1. DEFINITIONS

1.1 “Affiliate(s)” means any entity or association controlled by, controlling, or under common control with, a party to these Terms and Conditions. For the purposes of this definition, the term “control” means the ownership of voting stock or other equity interest entitling the owner to exercise at least fifty percent (50%) of the voting rights of the entity or association.

1.2 “Customer” means the party installing and/or utilizing the SCYTHE software.

1.3 “Ancillary Software” means any software components, libraries, applications or tools for which SCYTHE holds the right to sublicense but which a third party ultimately owns. All Ancillary Software licensed to CUSTOMER is listed in the Order Form and identified therein as “Ancillary Software,” except that any open source software is licensed under the applicable open source license agreement, not these Terms and Conditions.

1.4 “Confidential Information” means all terms and conditions herein and in the Order Form, and any and all financial, sales, marketing, pricing, customer, personnel, present or future product (including, without limitation, the source code of the Products and all know-how and trade secrets, relating to, contained in, or embodied in the Products), technical, research, development or other business data and information of the parties (whether communicated orally, visually, in writing, or in any other recorded or tangible form) which is not in the public domain and which: (a) either party has marked as confidential or proprietary, (b) either party, orally or in writing, has advised the other party of its confidential nature, or (c) due to its character or nature, a reasonable person in a like position and under like circumstances would treat as confidential.

1.5 “Delivery Date” for a Product means the date the Product is delivered to CUSTOMER.

1.6 “Documentation” means the user manuals and guides supplied by SCYTHE with the Products and updated from time to time by SCYTHE.

1.7 “Licensed Software” means the software applications, modules, platforms and/or tools which are owned by SCYTHE or its Affiliates. All Licensed Software being licensed to CUSTOMER is listed in the Order Form and is identified therein as “Licensed Software.”

1.8 “Installation Date” means the earlier to occur of: (a) the date when a Product has been installed on a computer at the Installation Location, or (b) 30 days after the Delivery Date.

1.9 “Installation Location” for a Product means the legal organization(s) specified for such Product in the Order Form.

1.10 “Intellectual Property Rights” means all copyrights, patents, trademarks, trade names, commercial symbols, logos, service marks and other proprietary rights.

1.11 “License Fee(s)” means the amounts set forth in the Order Form to be paid by CUSTOMER pursuant to Section 4.1 for the rights granted to CUSTOMER by SCYTHE with respect to the Products, as set forth in these Terms and Conditions.

1.12 “Order Form” shall mean the order form provided by SCYTHE.

1.13 “Product(s)” means the Licensed Software and the Ancillary Software, including the Documentation, listed and described in the Order Form.

1.14 “Update(s)” shall mean (a) subsequent releases of the Licensed Software that SCYTHE makes generally available to its licensees who are current on their support services fees, and that (i) add new features, functionality, and/or improved performance, (ii) operate on new or other databases, operating systems, or client or server platforms, or (iii) add new foreign language capabilities; (b) bug or Error fixes, patches, Workarounds, and support releases; (c) new point releases, including those denoted by a change to the right of the first decimal point (e.g., v3.0 to 3.1), and (d) new major version releases, regardless of the version name or number, but including those denoted by (i) a change to the left of the first decimal point (e.g., v5.0 to 6.0) or (ii) the addition of a date designation or a

change in an existing date designation (e.g., v2018 to 2020); provided, however that Updates shall not include new or separate products which SCYTHE offers only for an additional fee to its licensees generally, including those licensees purchasing support services.

2. LICENSE AND USE

2.1 License Grant. Subject to the terms, conditions and limitations herein, SCYTHE hereby grants CUSTOMER a non-exclusive, non-transferable license, for use during the License Term specified in Section 2 of the Order Form subject to sections 2.11, to use the Products, in only the format specified in Section 1 of the Order Form, solely for CUSTOMER's own internal business purposes.

2.2 License Restrictions.

Except as otherwise expressly permitted in these Terms and Conditions, (i) the Products may only be used at an Installation Location and only by the CUSTOMER as applicable; (ii) CUSTOMER and its Affiliates shall not modify, translate, distribute, reverse engineer, disassemble, decompile, or make works derived from any version of the Products or attempt to generate or access the source code for the Products, whether by converting, translating, decompiling, disassembling or merging any part of the Products with any other software, and shall not allow any third party to do so; (iii) CUSTOMER shall not copy the Licensed Software except as may be required by law; (iv) CUSTOMER shall not circumvent or disable any usage rules or other security features of the Licensed Software; or remove, alter or obscure any proprietary notices or labels, and (v) CUSTOMER and its Affiliates shall not sublicense or use the Products for commercial time-sharing, rental, outsourcing, or service bureau use, or otherwise use or allow the use of the Products for the benefit of any third party, unless previously agreed to in writing by SCYTHE.

The Licensed Software (including, without limitation, any reports or data provided in connection therewith) may only be used or accessed by authorized employees of Customer solely for Customer's internal business purposes. Customer shall not permit any contractor, agent, or other third party to access or use the Licensed Software, unless such access and use of the Licensed Software is (i) solely for Customer's internal business purposes and (ii) subject to an executed written agreement with terms at least as protective of SCYTHE as these Terms and Conditions. Customer shall be responsible for any third party's use of the Licensed Software and compliance with these Terms and Conditions.

2.3 All Other Rights Reserved. SCYTHE reserves all rights not expressly granted to CUSTOMER and its Affiliates in these Terms and Conditions. No implied licenses flow from these Terms and Conditions.

2.4 Retention of Title. SCYTHE (or the third party licensors, in the case of Ancillary Software) retains all right, title, and interest in and to the Products and the associated Intellectual Property Rights. CUSTOMER does not acquire any interest, express or implied, in the Products except for the specifically licensed rights granted by SCYTHE to CUSTOMER pursuant to these Terms and Conditions. Nothing in these Terms and Conditions shall limit in any way SCYTHE's right to develop, use, license, create derivative works of, or otherwise exploit the Licensed Software and the Products, or to permit third parties to do so.

2.7 Third Party Software. CUSTOMER bears full responsibility of and liability from any integration attempts, efforts or acts.

2.9 U.S. Government Rights. The Licensed Software and Products are "Commercial Computer Software," as that term is defined in 48 C.F.R. 2.101, and as the term is used in 48 C.F.R. Part 12, and is a Commercial Item comprised of "commercial computer software," "commercial computer software documentation" and commercial technical data. If acquired by or on behalf of a civilian agency, the U.S. Government acquires this commercial computer software and/or commercial computer software documentation subject to these Terms and Conditions, as specified in 48 C.F.R. 12.212 (Computer Software) and 12.211 (Technical Data) of the Federal Acquisition Regulation ("FAR") and its successors. If acquired by or on behalf of any agency of or within the Department of Defense ("DOD"), the U.S. Government acquires this commercial computer software and/or commercial computer software documentation or technical data subject to these Terms and Conditions as specified in 48 C.F.R. 227.7202-3 and 48 C.F.R. 227.7202-4 of the DOD FAR Supplement ("DFARS") and its successors, and consistent with 48 C.F.R. 227.7202. This U.S. Government Rights clause, consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202 is in lieu of, and supersedes, any other FAR, DFARS, or other clause or provision that addresses Government rights in computer software, computer software documentation or technical data related to the SCYTHE commercial software under these Terms

and Conditions and in any subcontract under which this commercial computer software and commercial computer software documentation is acquired or licensed.

2.10 Content Updates. During maintenance and support term, CUSTOMER is granted the right to receive and use, as part of the Software, such content updates as and when they are made generally available.

2.11 Trial Licenses. If CUSTOMER's license is for a trial or evaluation only, then the Term shall be seven (7) days, or the term specific on the Order Form. CUSTOMER may not utilize the same software for more than one trial or evaluation term in any twelve (12) month period, unless otherwise agreed to by SCYTHE.

3. DELIVERY AND INSTALLATION

Promptly following acceptance of these Terms and Conditions by CUSTOMER (taking into account CUSTOMER's implementation schedule), SCYTHE will deliver the Products, in the applicable format, to each Installation Location. Upon request by CUSTOMER, SCYTHE will assist CUSTOMER with the setup of the Products. SCYTHE will install the Products at the locations identified in the Order Form.

4. FEES AND PAYMENT

4.1 License Fees. As consideration for the licenses and other rights granted herein by SCYTHE to CUSTOMER, CUSTOMER will pay to SCYTHE License Fees as identified in the Order Form.

5. LIMITED WARRANTIES

5.1 Power and Authority and Right to Grant Licenses. SCYTHE warrants to CUSTOMER that it has the corporate power and authority to enter into these Terms and Conditions and the rights necessary to grant the licenses being granted by SCYTHE in these Terms and Conditions.

5.2 Limited Product Warranty. SCYTHE warrants to CUSTOMER that during the trial period following the Installation Date of the Product, the Product will perform in all material respects in the manner described in its Documentation when operated in accordance with its Documentation and SCYTHE's instructions. SCYTHE does not warrant that (i) that operation of the Products will be uninterrupted or error free, or (ii) any Product changes made by or for CUSTOMER will be compatible with any planned or future releases of the Product.

5.3 Remedy for Breach of Product Warranties. SCYTHE's entire obligation for any breach of the warranty in these Terms and Conditions is to correct the nonconforming Product so that it performs as warranted. If requested by SCYTHE, CUSTOMER will provide SCYTHE at no cost with the use of CUSTOMER's computer time to make, test and implement corrections required to comply with the foregoing warranties.

5.4 Limitations. **THE WARRANTIES STATED IN SECTIONS 5.1 AND 5.2 ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED. SCYTHE HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS UNDER THE UCC. THE REMEDIES STATED HEREIN FOR BREACH OF THE WARRANTIES THEREIN ARE EXCLUSIVE. SCYTHE SHALL HAVE NO RESPONSIBILITY OR LIABILITY WITH RESPECT TO PRODUCT DEFECTS OR PERFORMANCE PROBLEMS OCCURRING AS A RESULT OF (i) MODIFICATIONS OF OR ENHANCEMENTS TO THE PRODUCTS MADE BY ANYONE OTHER THAN SCYTHE (OR THE THIRD PARTY OWNER OF ANCILLARY SOFTWARE), (ii) CUSTOMER'S NEGLIGENCE OR MISUSE OF THE PRODUCTS, (iii) COMPUTER EQUIPMENT MALFUNCTION, (iv) CUSTOMER'S FAILURE TO FOLLOW CORRECTIVE ROUTINES OR OPERATING INSTRUCTIONS PROVIDED BY SCYTHE, (v) ACCIDENT, ABUSE MISAPPLICATION, ABNORMAL USE OR VIRUS, (vi) FAILURE BY CUSTOMER TO INCORPORATE ANY UPDATE OR (vii) ANY OTHER CAUSES EXTERNAL TO THE PRODUCTS NOT ARISING BY REASON OF THE FAULT OR NEGLIGENCE OF SCYTHE (OR THE THIRD PARTY OWNER OF ANCILLARY SOFTWARE).**

6. LINKS TO THIRD PARTY SITES. SCYTHE is not responsible for the contents of any third-party sites or services, any links contained in third-party sites or services, or any changes or updates to third-party sites or services. SCYTHE is providing these links and access to third-party sites and services to you only as a convenience, and the inclusion of any link or access does not imply an endorsement by SCYTHE of the third-party site or service.

7. CONFIDENTIAL INFORMATION

7.1 Protective Measures. Each party acknowledges the proprietary nature of the other party's Confidential

Information and the business advantage and opportunity provided thereby./CUSTOMER acknowledges and agrees that the Licensed Software, its object code and source code, whether or not provided to CUSTOMER, and all ideas, methods, algorithms, formulae, processes, and concepts used in developing or incorporated into the Licensed Software, all future updates and upgrades, and all other improvements, revisions, corrections, bug-fixes, hot-fixes, patches, modifications, enhancements, releases, DATs, signature sets, upgrades, and policy and database updates and other updates in, of, or to the Licensed Software, all derivative works based upon any of the foregoing, and all copies of the foregoing are trade secrets, Confidential Information and proprietary property of SCYTHE, having great commercial value to SCYTHE. Accordingly, each party agrees that the Confidential Information it receives from the other party will be disclosed only to such of its employees and agents who have a need to know such particular information in furtherance of their duties and are bound to an enforceable written agreement prohibiting them from disclosing any such information to any other party or using such information except for the purposes permitted by these Terms and Conditions. Except as expressly permitted by these Terms and Conditions, neither party will use the other party's Confidential Information or disclose such information to any third party without the prior written consent of the other party.

7.2 Exceptions Regarding Disclosure of These Terms and Conditions.

Nothing in these Terms and Conditions will prevent the receiving party from disclosing the other party's Confidential Information to the extent the receiving party is legally compelled to do so by any court or governmental investigative or judicial agency pursuant to proceedings over which such agency has jurisdiction, on condition that prior to the disclosure, the receiving party shall (i) assert the confidential nature of the Confidential Information; (ii) immediately notify the disclosing party in writing of the order or request to disclose; and (iii) cooperate fully with the disclosing party in protecting against any such disclosure and/or obtaining a protective order narrowing the scope of the compelled disclosure and protecting its confidentiality. CUSTOMER specifically agrees that the PRODUCTS, whether or not marked "confidential", are the confidential information of SCYTHE.

The parties agree that these Terms and Conditions are considered Confidential Information of both parties. Notwithstanding the foregoing, a party may provide a copy of these Terms and Conditions in confidence to its affiliates, advisors, accountants, counsel, any bona fide potential investor, financing source, investment banker, acquirer, merger partner or other potential financial or strategic partner, on condition that the disclosure is (a) on a strictly limited, need-to-know basis, (b) when the disclosing party believes that the transaction is reasonably likely to take place, and (c) on terms applicable to other highly confidential or sensitive information disclosed by that party in connection with the transaction and those terms prohibit disclosure, prohibit use for any purpose other than as required for due diligence in connection with the potential transaction and provide for reasonable care. A party may also disclose these Terms and Conditions under seal or equivalent non-public treatment in connection with any litigation or other legal action concerning these Terms and Conditions.

7.3 Injunctive Relief. Each party acknowledges and agrees that due to the unique nature of Confidential Information, there can be no adequate remedy at law for any unauthorized use or copying of the Products by CUSTOMER or any breach of the obligations under Section 7 regarding Confidential Information by either party. Any such breach would result in irreparable harm to the non-breaching party and, therefore, upon any such alleged breach, the non-breaching party will be entitled to seek appropriate equitable relief, in addition to whatever remedies it might have at law, in equity or under these Terms and Conditions.

8. INDEMNIFICATION AND LIMITATION OF CONSEQUENTIAL DAMAGES

8.1 General Indemnification. Subject to the conditions in Section 8.3, SCYTHE will indemnify, defend, and hold CUSTOMER harmless from and against any and all claims based on bodily injury, including death, or damage to tangible property resulting from the negligence or willful misconduct of SCYTHE or its employees or agents while on CUSTOMER's premises.

8.2 Infringement Indemnification. Subject to the conditions in Section 8.3, SCYTHE will defend, indemnify and hold CUSTOMER harmless from and against any and all claims that CUSTOMER's use of the Products in accordance with these Terms and Conditions infringes any third party's Intellectual Property Rights existing under the laws of the United States or any state therein. SCYTHE will pay any costs and damages finally awarded against CUSTOMER which are attributable to any such claim. In the event that one or more of the Products are held, or

reasonably believed by SCYTHE, to infringe any third party's Intellectual Property Rights, SCYTHE will have the option, at its expense and in its sole discretion, to (i) modify the Product or Products to be non-infringing, (ii) obtain for CUSTOMER a license to continue using the infringing Product or Products, or (iii) terminate the license for the infringing Product or Products and refund the License Fee actually paid by CUSTOMER to SCYTHE for the infringing Product or Products, prorated over a five year term commencing with the Installation Date of such Product or Products.

8.3 Indemnification Conditions. SCYTHE's indemnification obligations under Sections 8.1 and 8.2 are subject to the conditions that (i) CUSTOMER notifies SCYTHE in writing within 30 days after receiving notification of any claim; (ii) SCYTHE has sole control of the defense and all related settlement negotiations; and (iii) CUSTOMER provides SCYTHE with all cooperation, assistance, information and authority reasonably required by SCYTHE to perform its indemnity obligations. Reasonable out-of-pocket expenses incurred by CUSTOMER to provide such cooperation, assistance and information will be reimbursed by SCYTHE.

8.4 Consequential Damages Waiver. EXCEPT WITH RESPECT TO A BREACH OF THE CONFIDENTIALITY OBLIGATIONS, IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER ANY CONTRACT, STRICT LIABILITY, NEGLIGENCE OR OTHER LEGAL OR EQUITABLE THEORY (EXCEPT THOSE BASED ON INTENTIONAL OR GROSSLY NEGLIGENT TORTS) FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, LOST PROFITS, LOST DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY OR SERVICES.

9. Term and Termination

9.6 Survival. The provisions of Sections 4, 5.3, 7, 8 and this Section 9, together with any others which are by their own nature continuing, will survive any termination of these Terms and Conditions.

10. GENERAL PROVISIONS

10.1 Assignment and Transfer. CUSTOMER may not assign, transfer, or delegate its rights or obligations under these Terms and Conditions (including, but not limited to, assignments in connection with a merger, reorganization, or sale of substantially all its assets) without SCYTHE's prior written consent, which consent will not be unreasonably withheld. Any attempted assignment made without the requisite consent is null and void. SCYTHE or its assignee may assign its rights to receive payment due as a result of performance of these Terms and Conditions 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). However, when a third party makes payment (e.g., use of the Government-wide commercial purchase card), SCYTHE may not assign its rights to receive payment under these Terms and Conditions. These Terms and Conditions will be binding upon and will inure to the benefit of the parties and their respective successors and permitted assigns.

10.2 Compliance With Export Controls. CUSTOMER acknowledges that the Products and certain Confidential Information ("Technical Data") are subject to United States export controls. CUSTOMER shall comply with all applicable export control laws, including any requirements of the Export Administration Regulations with respect to all such Technical Data. Without limiting the generality of the foregoing, CUSTOMER agrees that, without the prior written authorization of SCYTHE and the United States Government, CUSTOMER shall not, and shall not permit its representatives to: (i) remove, export, reexport, divert or transfer any such Technical Data, or any direct product thereof, to any destination, company, or person restricted or prohibited by the United States export controls or any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority, or (ii) disclose any such Technical Data to any national of any country when such disclosure is restricted or prohibited by the United States export controls. As defined in FAR section 2.101, the Software and documentation are "commercial items" and according to DFAR section 252.2277014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 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 these Terms and Conditions and will be prohibited except to the extent expressly permitted by these Terms and Conditions.

10.3 Force Majeure. Neither party shall be responsible or liable for performance delays or an inability to perform

any of its obligations under these Terms and Conditions (with the exception of any obligation to pay money) to the extent that such delays or inability result from any cause or causes beyond the reasonable control of the party whose performance is affected, including but not limited to war, riot, civil unrest, strike, lockout or other labor action, Acts of God, storm, fire, earthquake, explosion, flood, electrical failure, confiscation and/or action of any government or governmental agency.

10.4 Notices. All notices required or permitted to be given by either party pursuant to these Terms and Conditions will be made in writing (including any facsimile transmission or similar writing) and sent to the other party either by certified or registered first-class mail, return receipt requested and postage prepaid, or by courier, hand-delivery, or facsimile to the address first written above or to such other persons or addresses as the parties may designate by written notice from time to time. Each such notice, report, or other communication will be effective (i) if given by facsimile, when transmitted upon receipt of the appropriate confirmation by return fax; (ii) if given by courier, upon receipt; and (iii) if given by any other means, when received at the address first written above or to such other persons or addresses as the parties may designate by written notice from time to time. Unless otherwise indicated in a subsequent written notice, all notices shall be sent to the to the addresses set forth on the Order Form.

10.5 Governing Law. For non-US Government licensees, these Terms and Conditions will be governed by and construed in accordance with the laws of the State of Virginia without regard to the conflicts of laws provisions thereof. Both parties hereby consent to the personal jurisdiction of the courts located in Virginia for the resolution of disputes hereunder. For US Government licensees, these Terms and Conditions will be governed by and construed in accordance with the federal law of government contracts, and in the event such law is silent, by the laws of the laws of the State of Virginia without regard to the conflicts of laws provisions thereof.

10.6 Disputes. In the event a dispute rises between the parties, the Parties shall make good faith effort in resolving said disputes between themselves and corporate leadership. Each of the parties agrees that any legal action or proceeding with respect to these Terms and Conditions and/or Order Form shall be submitted to binding arbitration through and settled in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect, or such other rules as may be mutually agreed by the parties. The arbitration will be conducted by one arbitrator mutually agreed by the parties. The arbitration proceeding will take place in Virginia or such other place as may be mutually agreed by the parties. A party may apply to the arbitrator seeking injunctive relief until an arbitration award is rendered or the dispute is otherwise resolved. A party also may, without waiving any other remedy, seek from any court having jurisdiction any interim or provisional relief that is necessary to protect the rights or property of that party pending the arbitrator's appointment or decision on the merits of the dispute. Each party to these Terms and Conditions irrevocably waives their right to a trial by jury of any cause or action, counterclaim or cross-complaint in any action or other proceeding arising out of, or in any way connected with, these Terms and Conditions or any portion thereof, whether based upon contract, statute, tort, or any other theory of liability. The parties warrant and represent that they have had the opportunity to consult with counsel regarding the meaning and effect of this waiver of the right to a trial by jury.

10.7 Headings. The headings and subheadings in these Terms and Conditions are provided for convenience only and will not control the interpretation of These Terms and Conditions.

10.8 Severability. In the event that any provision of these Terms and Conditions is found invalid or unenforceable pursuant to a final judicial decree or decision, the remainder of these Terms and Conditions will remain valid and enforceable according to its terms and the parties will attempt in good faith to agree upon a substitute provision for the invalid or unenforceable provision.

10.9 Independent Contractors. The parties specifically acknowledge and agree that, in the exercise of their rights and the performance of their duties under these Terms and Conditions, they are and will be independent contractors. Neither party will bind or attempt to bind the other party to any contract or other obligation, and neither party will represent to any third party that it is authorized to act on behalf of, or bind, the other party.

10.10 No Waiver. The failure of either party to assert any of its rights under these Terms and Conditions will not be deemed to constitute a waiver of that party's right thereafter to enforce each and every provision of these Terms and Conditions in accordance with its terms.

10.12 Entire Agreement; Amendment. These Terms and Conditions and the Order Form constitute the entire

agreement between the parties and supersede all prior agreements, understandings and other communications with respect to the subject matter hereof. Except as specifically provided for in these Terms and Conditions, no modification or amendment of these Terms and Conditions will be effective unless in writing and executed by a duly authorized representative of each party.