

EVERFOX

EVERFOX END USER LICENSE AGREEMENT (last updated: 27 May 2025)

This End-User License Agreement is a legal agreement between Customer and Everfox. The Products are licensed to Customer only if Customer agrees to the terms and conditions set forth in this End-User License Agreement and any materials incorporated by reference (the “Agreement”).

If Customer obtains a license to use the Products through a U.S. Government GSA Schedule, this Agreement must be incorporated into the contract executed by Customer’s contracting officer or other authorized representative, and that contract must authorize Customer’s acceptance of this Agreement.

By accepting this Agreement – or by installing, accessing, or using the Products – Customer represents that it has read, understands, and agrees to be bound by this Agreement, and that it has the authority to do so.

If Customer does not accept the terms of this Agreement, it must not install, access, or use the Products, and must promptly return the Products and all accompanying items (including documentation and software media) to Everfox.

1. DEFINITIONS

The capitalized terms below shall have the meanings set forth in this Section or as otherwise defined in the body of this Agreement. These definitions apply throughout the Agreement unless expressly stated otherwise.

a. Parties & Roles

- i. **“Customer”** means the individual, company, or other legal entity that (i) is specified or otherwise designated as the “Customer” or ultimate end user of the Products in the Order, or (ii) is a Prime Contractor using the Products solely to perform setup tasks as further described in Section 11.a on behalf of the end user Customer identified in (i).
- ii. **“Everfox”** means, as the context requires: (i) Everfox LLC, with a principal place of business at 12950 Worldgate Drive, Suite 600, Herndon, Virginia 20170, USA; (ii) Everfox International Technology Limited, with a registered office at 1st Floor, The Liffey Trust Centre, 117-126 Sheriff Street Upper, Dublin 1, Ireland; or (iii) an Affiliate of Everfox LLC.
- iii. **“Affiliate”** means an entity controlling, controlled by, or under common control with a Party, where “control” means ownership of more than 50% of the voting interests of the entity.
- iv. **“Prime Contractor”** means a distributor, reseller, or systems integrator who performs integration, configuration, and/or installation of the Products on behalf of the ultimate end user Customer.

b. Products, Components & Professional Services

- i. **“Products”** means Software and Hardware, together with applicable Documentation and any media included in or provided under an order.
- ii. **“Software”** means Everfox’s proprietary software applications, provided in object or binary code only and not source code, including Updates and purchased Upgrades provided hereunder.

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- iii. **“Hardware”** means proprietary hardware made available by Everfox. Hardware does not include general-purpose commercial hardware such as servers, laptops, or personal computing devices procured from OEM suppliers, even if such devices are used in connection with Everfox Products or are included in an Order.
 - iv. **“Documentation”** means installation guides, user manuals, release notes, and other materials provided by Everfox related to use or operation of the Products, as may be updated from time to time by Everfox and made generally available to Customer.
 - v. **“Professional Services”** or **“Professional Services Offering”** means the tasks to be performed and other activities set out in a professional services proposal that has been mutually agreed to by Everfox and Customer.
- c. **License Types & Terms**
- i. **“License Term”** means the period during which the Customer may use the Software, as specified in the Order or beginning at delivery (for GSA Orders), unless earlier terminated.
 - ii. **“Perpetual License”** means a license that permits Customer to use a version of the Software with an indefinite License Term, after full payment of applicable Fees. For the avoidance of doubt, the Perpetual License is limited to the version of each Product at the time of purchase along with any Updates that have been installed as part of an active Support Term.
 - iii. **“Subscription License”** means a license that permits Customer to use the Software during a time-limited License Term, subject to payment of applicable Fees. The License Term for a Subscription License (a **“Subscription License Term”**) is valid only for the time period specified in the Order and must be renewed to continue use beyond that time period.
 - iv. **“Permitted Capacity”** means the authorized scope of use for the Products, including: (i) the allowable number of devices, endpoints, nodes, instances, servers, cores, concurrent users, or other license measurements set forth in an Order or defined in the applicable Solution Rider; and (ii) the License Environment type (defined in the Solution Rider) or other environment specified in an Order.
 - v. **“Solution Rider”** means the supplemental licensing terms for specific Products or deployment environments, which are attached this Agreement as Exhibits and incorporated by reference, and which may override conflicting terms in this Agreement.
- d. **Support & Maintenance**
- i. **“Support”** means collectively the support and maintenance tasks and activities provided by Everfox as described the Support Services Offering.
 - ii. **“Support Fees”** means the Fees charged for Support Services, as listed in the Order.
 - iii. **“Support Services”** or **“Support Services Offering”** means the purchased level of Support, as described in the Order and in Section 4 of this Agreement.
 - iv. **“Support Term”** means the period during which Support Services are provided, aligned with either a License Term (in the case of a Subscription License) or a separate renewal period (in the case of a Perpetual License). Unless otherwise specified in the Order, it begins: (i) on the date of the Order if a new purchase, (ii) the date of delivery of the Software if the Order is placed through Everfox’s GSA Schedule, or (iii) on the renewal date of the expiration of a previous Support Term.
 - v. **“End of Life”** or **“EOL”** means the point at which the Everfox stops providing Support and Updates for a Product or specific version of a Product.
 - vi. **“Error”** means a material failure of the Product to perform in accordance with the applicable Documentation, which is reported by Customer and reproducible by Everfox.

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e. Updates & Upgrades

- i. **“Updates”** means minor modifications or revisions to the Products made available by Everfox, including patches, bug fixes, performance improvements, and small feature enhancements.
- ii. **“Upgrades”** means major new version releases to the Products indicated by a change in the primary version number. Upgrades may require additional Fees and may not be included as a part of standard support or subscriptions.

f. Ordering & Fees

- i. **“Order”** means the mutually agreed upon purchase documentation – such as a quotation, schedule, purchase order, or similar document – whether direct or through a reseller or other Everfox partner.
- ii. **“Fees”** means all amounts payable by Customer under this Agreement, including but not limited to charges for Products, licenses, Subscriptions, Support, Upgrades, Professional Services, reinstatement, or any other amounts set forth in an Order or otherwise due under this Agreement.

2. LICENSE GRANT AND OBLIGATIONS

- a. Subject to the provisions contained in this Agreement and timely payment of the applicable Fees, including the applicable terms and conditions for the Product in the Solution Rider (if any):
 - i. Everfox grants Customer a limited, nonexclusive, non-sublicensable, and nontransferable (except as expressly permitted in this Agreement) license to use the Software and Documentation, subject to the Permitted Capacity, during the License Term solely for Customer’s internal business purposes; and
 - ii. Everfox also grants Customer a limited, nonexclusive, non-sublicensable, and nontransferable (except as expressly permitted in this Agreement) license to make and distribute copies of the Documentation during the License Term, solely for Customer’s internal business purposes.
- b. If any Product contains or is bundled with third party software, Customer may use such third-party software solely in conjunction with the Everfox Products and not on a standalone basis, unless Customer has separately obtained valid license rights to such third-party software.

3. CUSTOMER OBLIGATIONS

a. Allowable Use & Compliance

Customer will:

- i. use the Products solely for legitimate business purposes and in accordance with all applicable laws, regulations, ordinances;
- ii. comply with all terms of this Agreement, including any applicable Solution Rider;
- iii. comply with applicable third-party license terms and conditions, including those specified in an Order or listed in Exhibit II (Third-Party End User License Terms and Conditions), which is incorporated by reference, as well as any open-source license terms referenced in the Documentation or otherwise provided with the Products;
- iv. take reasonable steps to prevent unauthorized access to the Products and ensure no unauthorized copying, publication, disclosure, or distribution in any form;
- v. obtain and maintain all necessary permissions, authorizations, licenses, and approvals to access and use any data and information input into, displayed by, or otherwise processed through the Products.

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b. **Prohibited Conduct**

Customer shall not, and shall not permit any third party to:

- i. sell, resell, distribute, host, lease, rent, license, sublicense, or otherwise commercially exploit the Products in whole or in part;
- ii. reverse engineer, decompile, disassemble, modify, translate, or otherwise attempt to derive source code, algorithms, or architecture from the Products, except to the extent expressly permitted by applicable law;
- iii. create derivative works based on the Products;
- iv. modify, adapt, translate, or otherwise make any changes to the Products;
- v. use the Products to provide processing services to third parties or on a service bureau basis;
- vi. disclose or publish performance or capacity statistics or the results of any benchmark testing of the Products without Everfox's prior written consent.

c. **Authorized Users**

Unless expressly allowed elsewhere in this Agreement:

- i. Customer may permit only its employees and authorized contractors to access and use the Products;
- ii. Such users must be subject to binding obligations that are at least as restrictive as the terms of this Agreement;
- iii. Customer remains responsible for any breach of this Agreement by such users.

d. **Cooperation**

Customer will cooperate with Everfox regarding the provision or implementation of Professional Services and Support Services and shall provide reasonable assistance, which may include:

- i. gathering and sharing relevant supporting documentation;
- ii. ensuring appropriate Customer personnel are assigned to the project and have sufficient availability to support it;
- iii. granting resource access to information, systems, and licenses related to the project scope;
- iv. providing physical and network access, workspace, workstations, logon IDs, and secure access to all required Products, as well as adequate test environments and reasonable data necessary to perform the Professional Services and/or Support Services.

Customer acknowledges and agrees that failure to provide the requested assistance may result in delays in Everfox's response, hinder Everfox's ability to perform the Support Services, and/or cause fulfillment issues. Everfox is not responsible for such delays or performance issues unless such delays are primarily caused by Everfox.

e. **Capacity Compliance**

- i. Customer shall promptly notify Everfox if its use of the Products exceeds the Permitted Capacity.
- ii. If Customer exceeds its Permitted Capacity, it shall purchase additional capacity at Everfox's then-current commercial list price, retroactive to the date the excess usage began.
- iii. Everfox may invoice Customer within thirty (30) days of such notification, and Customer agrees to pay any such additional capacity Fees and Fees for the lapsed period within thirty (30) days of receipt of Everfox's invoice.

f. **Legal & Compliance Notifications**

Customer shall promptly notify Everfox of any actual or suspected violation of law, rule, or regulation in connection with its use of the Products or from other activities under this Agreement.

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4. SUPPORT

a. **Scope of Support**

The level and Support Term of the Support Services Offering are specified in the Order. Subject to timely payment of applicable Support Fees and compliance with this Agreement, Everfox will provide Support Services to Customer as described in the Order and further detailed in the applicable Support Services descriptions on the Everfox website (www.everfox.com/terms), which are incorporated by reference.

b. **Support Eligibility**

Support Services are only available for Products that:

- i. are covered by an active Support Term;
- ii. are being used within the Permitted Capacity and in accordance with the applicable Documentation; and
- iii. have not reached End of Life status.

c. **Updates**

- i. During an active Support Term, Customer is entitled to receive Updates to supported versions of the Products. Updates may include bug fixes, security patches, and minor enhancements and will be made available through Everfox's designated distribution channels. Customer is responsible for applying Updates to maintain the security and functionality of the Software.
- ii. If Everfox corrects an Error in an Update to a current version of the Software, it is not obligated to correct that Error in any prior version.
- iii. To enable Everfox to provide effective Support Services, Everfox may require Customer to install Updates up to and including the latest supported release. If Customer does not remain current with supported Updates and such condition materially limits Everfox's ability to deliver Support Services, Everfox may, upon sixty (60) days' written notice, suspend Support Services or increase Support Fees.

d. **Upgrades**

- i. Customers with an active Subscription License may be eligible to receive Upgrades, depending on the specific entitlements outlined in the Order.
- ii. Customers with a Perpetual License are required to purchase a separate license for each Upgrade, along with a minimum specified level of Support for the Upgraded.
- iii. For all Customers, Upgrades may require additional configuration, integration, or other Professional Services to ensure proper implementation, all of which may incur additional Fees. Customer should contact Everfox regarding Upgrade availability, applicable pricing, and any associated license or service requirements.

e. **Insufficient Support Coverage**

Customer agrees that, if its Support Services Offering does not fully cover the Products licensed by Customer, Customer shall purchase additional Support Services at Everfox's then-current commercial list price to address the shortfall, effective as of the date the shortfall began. Any such additional Support Fees must be paid within thirty (30) days of Customer's receipt of an invoice from Everfox. Until the shortfall is remedied, Customer's Support Term shall be considered inactive.

f. **Lapsed Support and Reinstatement**

Customer agrees that if its Support Term lapses, Everfox may, at its sole discretion:

- i. require payment of a reinstatement Fee;
- ii. require purchase of retroactive Support coverage from the date the lapse began; and/or
- iii. decline to reinstate Support until all applicable Fees have been paid.

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Any reinstatement Fees, retroactive Support Fees, or other amounts due under this Section must be paid within thirty (30) days of Customer's receipt of an invoice from Everfox.

If Customer's Support Term is inactive, Customer will not be eligible to receive Support Services or Updates and will no longer have access to Documentation or technical assistance. Continued use of the Products during an inactive Support Term is at Customer's sole risk and on an as-is basis. Further, Everfox shall have no obligation to provide Professional Services unless and until Customer reinstates a valid Support Term.

g. **Impact of Inactive Support Terms**

For the avoidance of doubt, if Customer's Support Term is inactive:

- i. Customer is not eligible to receive Support Services, technical support, access to Updates, or access to Documentation;
- ii. Customer is not eligible to purchase new Professional Services, and Everfox shall have no obligation to provide Professional Services that have already been purchased until the Support Term is reactivated;
- iii. Customer is not eligible to purchase Upgrades or to implement Upgrades that have been previously been purchased;
- iv. If Customer is a U.S. Government Customer that is subject to compliance, cybersecurity, or information assurance obligations: Customer is solely responsible for determining whether an inactive Support Term affects its compliance posture; and where required by law, regulation, or contract, Customer shall notify its appropriate governance or oversight authority within the prescribed time period. Additionally, Customer acknowledges that if Everfox has an independent obligation to notify an oversight or regulatory authority of a lapse in support, such reporting may occur.

h. **Exclusions**

Support Services do not include:

- i. installation, configuration, or training services (unless separately purchased);
- ii. support for third-party software or hardware not provided by Everfox;
- iii. support for Products that have been modified by Customer or any third party, except as expressly authorized by Everfox;
- iv. support for any Product, component, or configuration not expressly covered under the Support Services Offering purchased by Customer.

5. EVALUATION OPPORTUNITIES

- a. From time to time, Everfox may, at its sole discretion, make available opportunities for Customer to evaluate certain new or unreleased versions, configurations, or Upgrades of the Products, including specific Software and Hardware deployments (each, an **"Evaluation Opportunity"** and collectively, **"Evaluation Opportunities"**).
- b. Evaluation Opportunities are optional and last for a limited duration.
- c. Customer's participation in any Evaluation Opportunities is subject to the terms and conditions of this Agreement as well as applicable evaluation terms available on www.everfox.com/terms (which are incorporated by reference), and any other additional terms and conditions that Everfox specifies for a particular Evaluation Opportunity.

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6. END-OF-LIFE

- a. Everfox reserves the right to designate a version of Product as End-of-Life (EOL), at its sole discretion.
- b. Everfox will provide advance notice to Customers, specifying the timeline for discontinuation of Support and Updates.
- c. Customers using an EOL version will not receive further Support or Updates. Continued use of EOL Products is at Customer's sole risk and on an as-is basis.
- d. If Customer has previously purchased a Support Services Offering with a Support Term that extends beyond a Product's EOL date, Everfox may, at its sole discretion, offer a credit of the remaining value of the Support Term against a future Support Services Offering purchase.

7. CONFIDENTIALITY

- a. **"Confidential Information"** means any information disclosed by or on behalf of either Party or its Affiliates (the **"Disclosing Party"**) to the other Party or its Affiliates (the **"Receiving Party"**), either directly or indirectly, in writing, orally, electronically and whether disclosed before or after the Effective Date of this Agreement including, without limitation: (i) the Disclosing Party's and its Affiliates' documents, prototypes, equipment, technical data, product plans, products, services, prices and costs, markets, software, databases, source code, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, licenses, finances, budgets and other business information; (ii) the Disclosing Party's and its Affiliates' inventions, including unpatented inventions, ideas, know-how, trade secrets, methods, developments, and other confidential intellectual property; (iii) all information concerning the Disclosing Party's and its Affiliates', and their customers', suppliers', and other third parties' past, present, and future business affairs including, without limitation, finances, customer lists and customer information, employee information, supplier information, organizational structure and internal practices, forecasts, sales and other financial results, records and budgets, and business, marketing, development, sales, and other commercial strategies; (iv) any third-party confidential information included with, or incorporated in, any information provided by or on behalf of the Disclosing Party or its Affiliates to the Receiving Party or its Representatives, which is designated as "Confidential," "Proprietary" or some similar designation at or prior to the time of disclosure, or which should otherwise reasonably be considered confidential by the Receiving Party.

Confidential Information does not include any information that the Receiving Party can document (i) was publicly known and made generally available prior to the time of disclosure; (ii) becomes publicly known and made generally available after disclosure through no action or inaction of the Receiving Party in breach of this Agreement; (iii) is already in the possession of the Receiving Party at the time of disclosure, as established by documentary evidence; (iv) is lawfully obtained by the Receiving Party from a third party without a breach of the third party's obligations of confidentiality; or (v) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information, as established by documentary evidence.

- b. The Disclosing Party may disclose to the Receiving Party certain Confidential Information.
- c. The Receiving Party may use Confidential Information only for the purposes identified in this Agreement and shall disclose the Confidential Information only to its affiliates, employees, agents, or consultants who have a need to know, have been advised of the confidentiality obligations, and are under an obligation of confidentiality no less stringent than these terms. Any

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other use of Confidential Information is forbidden and a material breach of this Agreement. The Receiving Party agrees it shall take the same measures, but no less than reasonable security measures, and use the same care, but no less than a reasonable degree of care, as it uses with its own confidential information of a similar nature to preserve and protect the secrecy of, and to avoid disclosure or unauthorized use, publication, or distribution of, the Disclosing Party's Confidential Information.

- d. Except as provided in this Agreement, all Confidential Information shall remain the property of the respective Disclosing Party.
- e. Notwithstanding anything to the contrary, Everfox may collect and analyze technical data and usage information relating to the provision, performance, and operation of the Software and Services, including information derived from Customer's use of the Products to the extent that such information is provided to Everfox (collectively, "**Usage Data**"). Everfox may use such Usage Data during and after the term of this Agreement to improve, enhance, and develop its offerings. Everfox will not disclose any Usage Data in a form that identifies Customer or includes Customer Confidential Information unless expressly authorized in writing by Customer. No other rights or licenses in Customer data are granted except as expressly set forth herein.

8. INTELLECTUAL PROPERTY RIGHTS

- a. All right, title, and interest in and to the Products – including any modifications, translations, or derivatives, including any related scripts, tools, and know-how – and all applicable intellectual property and proprietary rights shall remain exclusively with Everfox or its licensors.
- b. The Products may include software products licensed from third parties. Such third parties have no obligations or liability to Customer under this Agreement but shall be considered third-party beneficiaries of this Agreement.
- c. Everfox owns any suggestions, ideas, enhancement requests, feedback, or recommendations provided by Customer relating to the Products. Customer should not include any of its Confidential Information in such submissions.
- d. Except as otherwise provided in this Agreement, Everfox grants no express or implied rights under Everfox patents, copyrights, trademarks, or other intellectual property rights, and all rights not expressly granted to Customer in this Agreement are reserved to Everfox and its licensors.
- e. Customer may not remove any proprietary notice of Everfox or any third party from the Products or any copy of the Products without Everfox's prior written consent.
- f. Customer acknowledges and agrees that the Products contain valuable Confidential Information and trade secrets, and that the unauthorized use or copying would be harmful to Everfox. Customer acknowledges and agrees that the Products are proprietary to Everfox and are exempt from any public disclosure statute or regulation, including the Freedom of Information Act requirements.

9. FINANCIAL TERMS

- a. **Fees and No Refund Policy**
Fees and payment terms are specified in the applicable Order. All Orders are non-cancellable, and there will be no fee adjustments or refunds for any reason, including decreases in usage, unused Services hours, or otherwise.

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b. **Taxes and Additional Charges**

- i. All Fees are exclusive of any and all taxes, duties, tariffs, and similar assessments, including but not limited to sales tax, value-added tax (“**VAT**”), goods and services tax (“**GST**”), and withholding tax (collectively, “**Taxes**”).
- ii. Customer is responsible for payment of all applicable Taxes arising out of this Agreement, except for taxes based solely on Everfox's net income.
- iii. If Customer claims a tax exemption, Customer must provide Everfox with a valid tax exemption certificate or other required documentation and Everfox will not collect Taxes covered by a valid exemption certificate. If the certificate is found to be invalid or expired, Customer remains responsible for all applicable Taxes and any associated penalties or interest.
- iv. If Everfox is required to pay or collect Taxes on behalf of Customer, Everfox may invoice Customer for such amounts, and Customer agrees to pay them promptly, but no later than thirty (30) days after the invoice date.

c. **Invoicing and Payment Terms**

Except as otherwise expressly specified in the Order:

- i. all recurring payment obligations start from the receipt of the Order;
- ii. when the Order is placed directly with Everfox, Fees must be paid within thirty (30) days after the invoice date;
- iii. upon the expiration of a Subscription Term or Support Term, the renewal Fees will be at Everfox's then-current commercial list price; and
- iv. interest accrues on past due balances at the highest rate allowed by law.

d. **Late Payments and Enforcement**

Failure to make timely payments is a material breach of the Agreement and Everfox will be entitled to suspend any or all its performance obligations hereunder in accordance with the provisions of Section 3 and to modify the payment terms, including requiring full payment before Everfox performs any obligations in this Agreement. Customer will reimburse Everfox for any expenses incurred, including interest and reasonable attorney fees, in collecting amounts due to Everfox hereunder that are not under good faith dispute by Customer. Amounts paid or payable for Products are not contingent upon the performance of any consulting or other Services.

e. **Travel and Expense Reimbursement**

Everfox's reasonable travel and lodging expenses incurred in the performance of Service Offerings on Customer's site will be billed separately at actual cost.

10. **TERM AND TERMINATION**

a. **Agreement Duration**

This Agreement continues in full force and effect until the expiration of the applicable License Term, unless terminated earlier in accordance with this Section.

b. **Auto-Renewal of Subscription Licenses (Non-U.S. Government Customers)**

Unless prohibited by law or otherwise stated in the Order, Subscription Licenses for non-U.S. Government Customers (as defined in Section 11) will automatically renew for successive terms equal to the original Subscription Term unless Customer provides Everfox with at least one hundred twenty (120) days' prior written notice of non-renewal before the end of the then-current Subscription Term.

Upon renewal, Customer will be billed at Everfox's then-current Subscription pricing, unless

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otherwise agreed in writing. Everfox reserves the right to adjust pricing for renewals and will provide reasonable prior notice of any price changes.

c. Termination for Cause

Either party may terminate this Agreement upon written notice if the other party:

- i. commits a material breach of this Agreement and does not either cure the breach or provide a written plan of cure acceptable to the non-breaching party within thirty (30) calendar days after receiving written notice of the breach;
- ii. becomes insolvent, or enters or is placed in bankruptcy, receivership, or liquidation, or transfers assets for the benefit of creditors, or is dissolved; or
- iii. has its material assets necessary for business operation become subject to attachment, embargo, or expropriation.

d. Effect of Termination or Expiration

Upon termination or expiration of this Agreement for any reason:

- i. all amounts owed to Everfox are immediately due and payable;
- ii. all authorizations, Subscriptions, licenses, and Support rights granted are revoked, and Customer must cease all use of Products and Support Services; and
- iii. Customer must expunge all Software from its equipment and provide documented proof of deinstallation, including written certification by an authorized representative confirming that all known copies, including backup copies, have been destroyed.

e. Reinstatement of Expired Subscription Licenses

If a Subscription License expires for any reason, including non-renewal, and Customer later requests to reinstate the Subscription, Everfox may, at its discretion:

- i. require payment of a reinstatement Fee in addition to the applicable Subscription Fees for the expired period;
- ii. calculate such reinstatement Fee based on the length of the lapsed period and Everfox's then-current pricing policies;

Everfox is under no obligation to reinstate an expired Subscription License, and any reinstatement will be subject to Everfox's approval, applicable conditions, and Customer's payment of the reinstatement Fee and Subscription Fees for the expired period within thirty (30) days of receipt of the applicable invoice.

f. Survival

The obligations under Sections 3 (Customer Obligations), 7 (Confidentiality), 8 (Intellectual Property Rights), 9 (Financial Terms), 11 (U.S. Government Customers), 13 (Everfox Indemnification), 14 (Customer Indemnification), 15 (Limitation of Liability), 16 (Export Compliance), 17 (Compliance with Laws), 18 (Records and Audit), 19 (General), and any other provisions that by their nature should survive shall survive termination or expiration of this Agreement.

11. U.S. GOVERNMENT CUSTOMERS

If Customer or Customer's end user is the U.S. Government, an agency of the U.S. Government, a Prime Contractor, or any other contractor or other third party acting on the U.S. Government's behalf (a "U.S. Government Customer"), the following terms apply and are hereby incorporated into this Agreement:

a. License to Prime Contractors

Everfox hereby grants Prime Contractor a limited license to use the Software, Documentation,

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and Software Updates provided pursuant to an Order at the Permitted Capacity identified in the Order solely for the purpose of integration, configuration, and installation of the Product on behalf of an ultimate end user Customer that has been identified in the Order. Upon completion of the preceding tasks, Prime Contractor may assign this Agreement and the Subscription or license to the ultimate end user Customer in accordance with Section 19.f.

b. Classification Under FAR/DFARS

The Software is classified as "Commercial Computer Software" and both the Software and the Documentation are developed exclusively at private expense, and:

- i. if acquired by or on behalf of a civilian agency, shall be subject to the terms of this Agreement as set forth in FAR 12.212; or
- ii. if acquired by or on behalf of the Department of Defense shall be subject to the terms of this Agreement as set forth in DFARS 227.7202.

The Hardware is provided as a "commercial item" as defined in FAR 2.101, and any associated technical data is subject to FAR 12.211 and, where applicable, DFARS 252.227-7015.

c. Applicable Law and Jurisdiction

Notwithstanding Section 19.d and Section 19.e below, applicable United States law, such as the Federal Tort Claims Act and the Contract Disputes Act, shall apply and that jurisdiction shall reside in the United States Federal Courts as provided in the United States Code.

d. Non-Renewal and Regulatory Notification

Subscription Licenses purchased by or for U.S. Government customers will not automatically renew and must be manually renewed upon expiration. Should a U.S. Government customer not renew Support or a Subscription License where such non-renewal requires notification to a governing or oversight body (e.g. NCDSMO under the document, Versioning and Patching Requirements for Cross Domain Solutions, Version 3.0, June 28, 2022, NCDSMO-R-00002-003_00), such U.S. Government customer shall notify such governing or oversight body within thirty (30) days of the expiration of the relevant Term, unless prohibited by law or regulation.

12. LIMITED WARRANTY

a. Software Performance Warranty

Everfox warrants that for thirty (30) days from the start of the License Term, the Software will perform substantially in accordance with the Documentation under normal use. This warranty does not apply to Software that:

- i. is used for purposes not designated or intended;
- ii. has been modified, repaired, or altered without Everfox's prior written consent;
- iii. has been subject to misuse, negligence, accident, or improper maintenance or installation;
- iv. experiences errors or malfunctions caused by equipment or hardware defects; or
- v. interacts with software not provided by Everfox, where the issue giving rise to non-performance results from that interaction.

b. Exclusive Remedy

Customer must promptly notify Everfox in writing of any claimed breach of warranty during the applicable warranty period. Provided that such claim is reasonably determined by Everfox to constitute an Error, Everfox will, at its option and within a commercially reasonable time:

- i. correct the Error or provide a reasonable workaround;
- ii. provide a remediation plan reasonably acceptable to Customer for addressing the Error; or

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- iii. if neither (i) nor (ii) is reasonably achievable at Everfox's discretion, then Everfox may terminate the affected license and/or Subscription and Customer will be entitled to either: (a) a pro-rated refund of the Fees paid for the affected Software; or (b) a refund of the unused Subscription Fees paid for the affected Software applicable to the balance of the then-current Subscription Term, as applicable.

This Section sets forth Customer's sole and exclusive remedy and Everfox's entire liability for any breach of warranty or other duty related to the Software.

c. **Hardware and OEM Hardware Disclaimer**

This Agreement does not provide warranty coverage for Hardware. Any available Hardware warranty is governed by applicable Hardware terms available at www.everfox.com/terms, which are incorporated by reference.

Everfox does not provide any warranty for Original Equipment Manufacturer ("OEM") hardware. Any OEM hardware warranty is provided solely by the OEM, and any benefits or limitations of such warranty shall transfer to Customer upon delivery, to the extent permitted under applicable law.

d. **DISCLAIMER OF WARRANTIES**

EXCEPT AS EXPRESSLY STATED, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WITH REGARD TO THE PRODUCTS OR ANY OTHER MATTERS ARISING UNDER THIS AGREEMENT, EVERFOX, ITS SUPPLIERS, AND LICENSORS MAKE NO OTHER EXPRESS WARRANTIES, WRITTEN OR ORAL, AND DISCLAIMS ALL IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, TITLE, OR FITNESS FOR A PARTICULAR PURPOSE. EVERFOX DOES NOT WARRANT THAT THE SOFTWARE WILL MEET CUSTOMER'S NEEDS OR OPERATE IN COMBINATION WITH OTHER SOFTWARE (NOT SUPPLIED BY EVERFOX), NOR DOES EVERFOX WARRANT THAT THE SOFTWARE WILL OPERATE ON OR IN CUSTOMER'S SYSTEM(S), HARDWARE, OR ENVIRONMENT. EVERFOX FURTHER DOES NOT WARRANT THAT THE SOFTWARE IS FREE FROM ERRORS, VIRUSES, OR ANY OTHER MALICIOUS CODE, NOR THAT OPERATION OF THE SOFTWARE WILL BE SECURE OR UNINTERRUPTED. EVERFOX'S REMEDY FOR ANY WARRANTY DEFAULT SHALL NOT EXTEND THE WARRANTY PERIOD. IN NO EVENT SHALL EVERFOX'S LIABILITY UNDER ANY WARRANTY INCLUDE CONSEQUENTIAL OR INDIRECT DAMAGES OR EXCEED THE PURCHASE PRICE OF THE AFFECTED PRODUCT(S) UNDER THIS AGREEMENT.

13. EVERFOX INDEMNIFICATION

- a. Everfox will: (i) defend Customer against any third-party claims that the Products infringe that party's patent, copyright, or trade secret; and (ii) indemnify Customer against the resulting costs and damages finally awarded against Customer by a court of competent jurisdiction, or the amounts stated in a written settlement negotiated and approved by Everfox; provided that Customer: (a) promptly notifies Everfox in writing of the claim; (b) permits Everfox to control the defense and settlement of the claim; and (c) provides reasonable cooperation in the defense of the claim. Customer's failure to provide prompt notice will not relieve Everfox of its obligations under this Section 13.a, except to the extent Everfox is prejudiced by such failure.
- b. If the Products become, or in Everfox's sole opinion are likely to become, the subject of a claim of infringement, Everfox may, at its sole option and expense (i) procure for Customer the right to continue using the Products; (ii) modify the Products so that they become non-infringing; or (iii) replace the Products with substitute products that perform substantially the same. If Everfox determines in its sole discretion that none of these options are commercially reasonable, Everfox

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may terminate this Agreement and provide a pro-rated refund of the Fees paid for the applicable Products.

- c. Everfox will have no liability to Customer under this Section 13 with respect to any claim of infringement that is based upon (i) the combination or use of the Products with any data, equipment, software, hardware, or program not furnished by Everfox; (ii) any modification, alteration, adjustment, or enhancement of the Products by a party other than Everfox or its authorized agent; (iii) any use of the Products in any unlawful, improper, or inappropriate manner or for any unlawful, improper, or inappropriate purpose or otherwise in violation, or outside the scope of, the license granted; or (iv) Customer's failure to promptly install required Software Updates made available by Everfox.
- d. THIS SECTION STATES EVERFOX'S ENTIRE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO CLAIMS OF INTELLECTUAL PROPERTY INFRINGEMENT.
- e. Nothing contained in this Agreement requires Everfox to continue supplying any Product that becomes, or that Everfox reasonably believes is likely to become, the subject of an infringement claim.

14. CUSTOMER INDEMNIFICATION

- a. Customer agrees to defend and indemnify Everfox and its affiliates, directors, officers, employees, and agents against any third-party claim arising out of or related to:
 - i. any breach by Customer or any of its Affiliates of Customer's obligations under Section 3 of this Agreement;
 - ii. acts or omissions involving Customer-provided hardware, equipment, or third-party software used in connection with the Products;
 - iii. Customer's failure to comply with applicable laws, rules, or regulations; or
 - iv. Any gross negligence or willful misconduct by Customer or any Customer Affiliate in connection with the use of the Products.

15. DIRECT DAMAGES; LIMITATION OF LIABILITY

- a. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, EVERFOX, ITS AFFILIATES, ITS LICENSORS OR RESELLERS WILL NOT BE LIABLE FOR (I) LOST PROFITS; (II) LOSS OF BUSINESS; (III) LOSS OF GOODWILL, OPPORTUNITY, OR REVENUE; (IV) CUSTOMER'S DECISIONS BASED ON ITS INTERPRETATION OF THE OUTPUT FROM THE PRODUCTS; NOR (V) ANY INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT WHETHER FORESEEABLE OR UNFORESEEABLE INCLUDING, BUT NOT LIMITED TO CLAIMS FOR USE OF THE PRODUCTS, INTERRUPTION IN USE OR AVAILABILITY OF DATA, STOPPAGE OF OTHER WORK OR IMPAIRMENT OF OTHER ASSETS, PRIVACY, ACCESS TO OR USE OF ANY ADDRESSES, EXECUTABLES OR FILES THAT SHOULD HAVE BEEN LOCATED OR BLOCKED, NEGLIGENCE, BREACH OF CONTRACT, TORT OR OTHERWISE AND THIRD-PARTY CLAIMS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES
- b. IN NO EVENT SHALL EVERFOX'S AGGREGATE LIABILITY FOR ALL CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT ACTUALLY RECEIVED BY EVERFOX UNDER THE APPLICABLE ORDER(S) IN THE TWELVE MONTHS (12) PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

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16. EXPORT COMPLIANCE

- a. Commodities, technology, and Software licensed pursuant to this Agreement, including the Products (collectively referred to as “**Items**”) may be subject to the export control and trade sanctions laws of the United States, the United Kingdom, and other applicable jurisdictions (the “**Export Laws**”).
- b. Customer agrees not to export, re-export, transfer, or otherwise disclose any Items to: (i) any person or entity listed on U.S., UK, or other applicable government restricted party lists; (ii) any country subject to comprehensive trade sanctions; or (iii) for any prohibited end use, including nuclear, missile, or chemical/biological weapons activities or military end use in a country subject to arms embargoes—except as authorized under applicable Export Laws.
- c. Certain Items may be subject to the International Traffic in Arms Regulations (“**ITAR**”) (22 C.F.R. §§ 120 - 130), which impose additional restrictions on access, use, transfer, and disclosure, including restrictions that limit access to “U.S. Persons” as defined in 22 C.F.R. §§ 120.15. Customer is solely responsible for ensuring that it and its authorized users comply fully with all applicable Export Laws, including ITAR where applicable, and shall not use, transfer, or disclose any Items in violation of such laws.

17. COMPLIANCE WITH LAWS

- a. Each party shall comply with all applicable laws, rules, and regulations in connection with the performance of their respective responsibilities and obligations under this Agreement, including those related to privacy, data protection, data security, anti-corruption, and anti-bribery, such as the U.S. Foreign Corrupt Practices Act and the UK Bribery Act of 2010.
- b. Everfox’s standard Data Processing Addendum is available at www.everfox.com/terms and may be incorporated into this Agreement by mutual written agreement or automatically where required by applicable law.

18. RECORDS AND AUDIT

- a. Customer must maintain records sufficient to track its compliance with the terms of this Agreement. Upon Everfox’s reasonable written request, Customer will provide a written certification and supporting documentation confirming such compliance.
- b. Upon reasonable prior notice during the Subscription Term and for three (3) years after, Everfox or its independent auditor may review Customer’s records related to Customer’s use, deployment, installation, provision of, or access to the Products to verify Customer’s compliance with this Agreement and the accuracy of Fees paid. Customer will provide reasonable assistance, access to personnel, facilities, and systems, as well as information necessary to facilitate Everfox’s audit.
- c. The audit will take place during regular business hours and will not unreasonably interfere with Customer’s business activities. The cost of the audit will be borne by Everfox unless there is a discrepancy that indicates additional Fees are due to Everfox, in which case the reasonable cost of the audit will be borne by Customer and payable within thirty (30) days of receipt of invoice. Fees will be at Everfox’s commercial list price at the time of the identified noncompliance and will not include any discounts or prior pricing terms.
- d. Customer acknowledges that the Products may include a license manager component to track usage of the Products, and Customer will not impede, disable, or otherwise undermine the license manager’s operation.

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19. GENERAL

a. **Customer Communications and Acknowledgments**

For the purposes of customer service, technical support, and facilitating interactions with end users, Everfox may periodically send Customer messages of an informational or advertising nature via email and may share account-related information with affiliated third parties, such as Customer's authorized reseller.

All such communications and data processing activities will be conducted in accordance with the then-current Everfox Privacy Policy (available www.everfox.com/privacy) and applicable data privacy laws. Customer may update its communications preferences at any time by contacting Everfox at privacy@everfox.com.

Customer acknowledges and agrees that opting out of informational or advertising emails may prevent it from receiving communications related to upgrades, new features, or enhancements to the Products. Everfox may, however, continue to send emails of a technical or operational nature as required to support the Products.

Customer further acknowledges that Everfox may reference Customer's name and logo in a general list of Everfox customers, unless the parties have agreed in writing not to do so. Any additional promotional use requires Customer's prior written consent.

b. **Force Majeure**

Except for payment obligations, neither party shall be liable for any failure or delay in performance under this Agreement due to causes beyond its reasonable control, including acts of God, natural disasters, war, terrorism, labor disputes, utility failures, delays by or acts or orders of any governmental body or changes in laws or government regulations.

c. **Waiver; Severability**

Any waiver or modification of this Agreement must be in writing and signed by both parties. A waiver of any provision shall not constitute a waiver of any other provision or of the same provision on another occasion. If any part of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect and shall be interpreted to best effectuate the parties' original intent.

d. **Governing Law; Jurisdiction**

- i. Except as set forth in Section 11.c, any dispute or claim arising out of or relating to this Agreement (including any non-contractual disputes or claims), shall be governed by and construed in accordance with the federal laws of the United States and the laws of the Commonwealth of Virginia (without regard to conflict of law principles) for all claims arising in or related to the United States, Canada, Japan, or Mexico, and the laws of England and Wales for all other claims.
- ii. For all claims arising in or related to the United States, Canada, Japan, or Mexico, the parties consent to the exclusive jurisdiction of the state courts located in Fairfax County, Virginia, and the federal courts of the Eastern District of Virginia (Alexandria Division). For all other claims, the parties consent to the exclusive jurisdiction of the courts of England and Wales.
- iii. Nothing in this Section limits either party's right to seek injunctive or equitable relief in any court of competent jurisdiction to protect its intellectual property or confidential information. To the fullest extent permitted by law, each party waives any objection to personal jurisdiction or venue in any such court.

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e. **No Assignment**

Customer may not assign any of its rights or delegate any of its obligations under this Agreement without first obtaining the written consent of Everfox. Any attempted assignment in violation of this Section shall be null and void.

f. **Notices**

Any notice made by one party to the other shall be made at the addresses set forth above, and if to Everfox to the attention of the General Counsel (legal@everfox.com). Notices shall be deemed given upon: (i) personal delivery, (ii) the date of delivery confirmation by a recognized overnight courier, or (iii) the date of transmission if sent by email to a valid email address, provided no bounce-back or delivery failure notice is received.

g. **Third-Party Beneficiaries**

Except as expressly stated in this Agreement, no third party shall have any rights under this Agreement or be entitled to enforce any of its terms.

h. **Conflicting Terms**

- i. All pre-printed or standard terms included on Customer's purchase order form or other of Customer's business processing document shall have no effect, and the terms and conditions of this Agreement will prevail over such forms, and any additional, inconsistent, conflicting, or different terms are hereby rejected and shall be void and of no force or effect.
- ii. In the event of a conflict or inconsistency between the terms of this Agreement, the Solution Rider, the terms of an Order, and applicable terms contained on the Everfox website (www.everfox.com/terms), the following order of precedence applies:
 - (a) the Solution Rider
 - (b) applicable terms from the Everfox website (www.everfox.com/terms)
 - (c) this Agreement
 - (d) the Order

i. **Entire Agreement**

This Agreement shall constitute the complete and exclusive final written expression of the terms of agreement between the parties and shall supersede all previous understandings and negotiations.

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EXHIBIT IA: SOLUTION RIDER TO THE END USER LICENSE AGREEMENT

The terms of this Solution Rider (“**Rider**”) are incorporated by reference into and governed by the terms of the End User License Agreement (“**Agreement**”) when the solutions in this Rider are purchased by Customer. Any capitalized terms used but not defined in this Rider will have the meanings in the Agreement. If any terms in this Rider conflict with the terms in the Agreement, the terms of this Rider shall control.

Software is licensed and provided in executable format only, unless otherwise specified in this Rider.

Software may include or may require the use of third-party software (i) as identified in a read me file; (ii) attached as an attachment to the License provided with the Software; and/or (iii) included in the Third-Party End User License Terms and Conditions attached to this Agreement. Third party licensors may have enforceable rights with respect to the third-party software. Customer is responsible for procuring all commercial off the shelf software required for use with the Software.

CONTENT DISARM AND RECONSTRUCTION (CDR)

1. Everfox Application eXchange (AX) (previously Deep Secure ZT CDR API Service) – Everfox’s content disarm reconstruction Cloud Services solution:
 - a. The number of requests sent through the Cloud Services for the content disarm reconstruction service may not exceed twenty (20) requests per-second.
 - b. If in any one (1) calendar month the total throughput including data sent and received through Cloud Services for the content disarm reconstruction service exceeds the Permitted Capacity purchased, then Everfox may terminate the applicable Cloud Services Subscription upon thirty (30) days prior written notice unless Customer purchases additional Permitted Capacity.
2. Everfox Information eXchange (IX) (previously Deep Secure ZT CDR Information eXchange (IX)):
 - a. A license and/or Subscription to Deep Secure ZT CDR IX is restricted to one (1) of the following deployment options: (i) Cloud Service; or (ii) either a virtual or physical Instance.
3. Everfox Gateway eXtension (GX) (previously Deep Secure ZT CDR Gateway eXtension (GX)):
 - a. A license and/or Subscription to Deep Secure ZT CDR GX is restricted to one (1) of the following deployment options: (i) Cloud Service; or (ii) either a virtual or physical Instance.

EVERCASE

1. EverCase (previously Yakabod Secure Case Management):
 - a. For purposes of this Exhibit IA:
 - i. “Physical Appliance” means a physical computer system provided by Everfox with the EverCase Software, operating system software and other software and hardware as may be required for operation of the Product and Services and as specified in the Order;
 - ii. “Customer Device” means a computer system (whether physical or virtual) with an internal CPU and storage device capable of running the EverCase Software and storing associated data, and which is exclusively owned, leased or licensed by the Customer.

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- iii. “Virtual Appliance” means a virtual computer system pre-installed with the Evercase Software, operating system software and other software as may be required for operation of the Product and Services and as specified in the Order.
- b. EverCase is licensed only as a Subscription on a per-Account basis where “Account” means a registered and authorized end user account for the EverCase Software.
- c. The Permitted Capacity for EverCase is the maximum number of Accounts specified in the Order.
- d. Under Section 2.a.i, Customer may install and run a single instance of the EverCase Software per appliance license specified in the Order in the form of either: (i) a Physical Appliance installed at a Customer facility; or (ii) a Virtual Appliance installed on a Customer Device.
- e. Licensee shall not create more than the maximum number of Accounts specified in the Order.

EVERSHIELD (previously INSIDER RISK SOLUTIONS)

- 1. EverView (previously Forcepoint Insider Threat – FIT):
 - a. EverView is licensed on a per-device or endpoint basis
- 2. EverInsight (previously Forcepoint Behavioral Analytics – FBA):
 - a. EverInsight is licensed only as a Subscription on a per-User basis.
 - b. Each EverInsight license is limited to use of the Software on up to 20 Elastic Search nodes. Customers who deploy more than a total of twenty (20) Elastic Search nodes must purchase additional Licenses from Everfox to cover the extra nodes. Contact your account representative for a quote.
 - c. EverInsight version 3.6 and prior is only supported on RHEL 7 or CentOS 7 and requires the purchase of a RHEL 7 or CentOS 7 extended life cycle support plan. This may be purchased directly through Everfox. This may be purchased directly or through Everfox. Contact your account representative for a quote.

EVERFOX MAIL GUARD SOLUTIONS

- 1. Everfox Mail Guard (previously Deep Secure Mail Guard):
 - a. A license and/or Subscription to Everfox Secure Mail Guard is restricted to one (1) of the following deployment options: (i) Cloud Service; or (ii) either a virtual or physical Instance.

EVERFOX WEB GUARD SOLUTIONS

- 1. Everfox Web Guard (previously Deep Secure Web Guard):
 - a. A license and/or Subscription to Everfox Web Guard is restricted to one (1) of the following deployment options: (i) Cloud Service; or (ii) either a virtual or physical Instance.

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EXHIBIT I.B: ITAR SOLUTION RIDER TO THE END USER LICENSE AGREEMENT

The terms of this ITAR Solution Rider (“**Rider**”) are incorporated by reference into and governed by the terms of the End User License Agreement (“**Agreement**”) when the solutions in this Rider are purchased by Customer. Any capitalized terms used but not defined in this Rider will have the meanings in the Agreement. If any terms in this Rider conflict with the terms in the Agreement, the terms of this Rider shall control.

Software is licensed and provided in executable format only, unless otherwise specified in this Rider.

Software may include or may require the use of third-party software (i) as identified in a read me file; (ii) attached as an attachment to the License provided with the Software; and/or (iii) included in the Third-Party End User License Terms and Conditions attached to this Agreement. Third parties may have enforceable rights with respect to the third-party software. Customer is responsible for procuring all commercial off the shelf software required for use with the Software.

CROSS DOMAIN SOLUTIONS

1. Deployment Types

- a. Instance Deployment: Each Instance license is limited to use of the Software on one (1) Server (i.e., an x86-based Server or client, a single Virtual Computer on a Server, or a Virtual Computer), which may not be transferred to a different Server unless approved in writing by Everfox.
- b. Server Deployment: Software deployed on Servers, where Server-based Software licensing is used, is subject to the following:
 - i. Each Software license is limited to use of the Software on one (1) Server (with up to two (2) CPUs per Server), 512GB of RAM, and connected to no more than two (2) networks, and which may not be transferred to a different Server or different network unless approved in writing by Everfox.
 - ii. If more than two (2) CPUs or more than 512GB of RAM are in a Server, then Customer must purchase additional Software licenses assessed based on the number of additional CPUs and/or the amount of additional RAM in the Server.
 - iii. If the Server is connected to more than two (2) networks, then Customer must purchase additional Software licenses to accommodate the additional networks to which it is connected.
- c. User Deployment: Each user license is limited to use of the Software by one (1) user.
- d. “**Server**” means a single physical computer or a single Virtual Computer on which the Software is installed or otherwise used.
- e. “**Virtual Computer**” means a software container that can run its own operating system on top of a hypervisor and execute applications like a physical computer.

2. Deployment Environments:

- a. “**Development**” environment means use of the Software for internal application development, testing, and support purposes only, and not for use in a production environment and the processing of live data.

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- b. **“Evaluation”** environment means a temporary license to use the Software for the sole purpose of evaluating the Software to facilitate Customer's decision to purchase a license to the Software and may not be used for development or production use.
 - c. **“Production”** environment means use of the Software for the processing of live data within the Customer's operational environment solely under a valid authority to operate from a valid accrediting authority.
 - d. **“Tactical”** environment means use of the Software on a single Server within environmentally constrained conditions (e.g. sand, heat, humidity, shock, and vibration) in support of tactical mobile deployments only (not for use in a data center environment).
3. Cross Domain Software Specific Terms
- a. The following Software may only be used in a Server Deployment:
 - i. High Speed Guard
 - ii. SimShield
 - iii. Small Format Guard
 - iv. Trusted Gateway System
 - v. Trusted Mail System
 - vi. Trusted Print Delivery
 - vii. WebShield
 - b. Trusted Thin Client is comprised of two (2) components, and may only be used in the following Deployment Types:
 - i. Distribution Console: Server Deployment
 - ii. TTC Client Software: Instance Deployment
4. The following terms and conditions supplement or modify the Agreement solely with respect to a license to Everfox CrossView:
- a. Definitions:
 - i. **“Device”** or **“Seat”** means each computer (whether physical or virtual), electronic appliance, or device that is authorized to access or use the Software, directly or indirectly.
 - ii. **“InnerView Application Data”** means data that is transmitted between the Everfox InnerView endpoint agent and the backend Everfox InnerView server.
5. When High Speed Guard is purchased in connection with Everfox CrossView the Deployment Type for a Server Deployment is replaced with the following:
- a. Server Deployment: Each Server license is limited to installation and use of the Software on a single Server (with up to two (2) CPUs) connected to multiple network interfaces. Additional Server licenses are required for additional CPUs on a single Server. A Server license may not be transferred from one Server or network to another, unless approved in writing by Everfox.
6. For High Speed Guard licenses that are purchased in connection with Everfox CrossView:
- a. Everfox grants Customer, for the Subscription Term, a license to the Software and Documentation (including any output of the Services) included in the Order, subject to the Permitted Capacity identified in the Order, solely for the transport of InnerView application data for Customer's internal business purposes.
 - b. Provided Customer pays the Fees, Everfox will provide Customer with Support Services.
 - c. Customer may make one (1) copy of the Software for archival backup purposes only. Full and partial system saves of the Software are permitted for archival purposes, provided any restores are performed back onto the original Server from which the Software saves were taken. A restore may be performed on a different Server only if the Software has been permanently removed from the original Server and the new Server is an identical or lower tier Server for licensing purposes and the transfer is reported in writing to Everfox.

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- d. Any source code provided to Customer by Everfox is subject to the terms of this Agreement.
 - e. Everfox may make changes to the Products at any time without notice.
7. For Licenses to Data Diode:
- a. Each Server license is limited to use of the Software on up to two (2) Servers solely to facilitate the communication between no more than two (2) networks through a fiber connection.

INNERVIEW

1. The InnerView license includes the ability to deploy up to a specified number of agents on a specified number of networks, both operational and lab installations, as specified in the product item description in the Order.
2. The InnerView license does not cover deployment to assets owned, leased, or operated by third parties, even if those assets are using Customer's image or disk.
3. The InnerView Software will be used on all computer assets owned, leased, or operated by Customer across the entire enterprise both inside and outside the continental United States. The InnerView Software will be used on both classified and unclassified networks.
4. Due to the non-standard, non-controlled nature of the endpoint workstation and laptops onto which the Software agent will be installed, Everfox makes no warranty as to the interoperability between the Software and the investigative target's system, if any. Everfox makes no warranty of the rate at which the Software monitoring policies either (i) do not detect breaches of a policy; or (ii) generate false positives for non-breaches of policy.
5. Customer warrants and represents that (i) it possesses the legal authority under federal, state, and local law to monitor the investigative target's communications and computer and Internet usage, including the collection, transmission, possession, reproduction, observation, analysis, storage, and use of those communications and any attachments (including images or photographic representations) and other records (collectively the "**Scope**"); (ii) it is legally authorized to delegate the authority to Everfox and its employees and contractors to perform the Scope; and (iii) in performing the Scope, Everfox is acting as the agent of the Customer and shall have the legal protections and prerogatives that the Customer would have if it were performing the Scope.

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EXHIBIT II: THIRD-PARTY END USER LICENSE TERMS AND CONDITIONS

- a. McAfee Anti-Virus SDK Virus Scanning. The Software may integrate the McAfee Anti-Virus SDK Virus Scanning software library ("**McAfee Software**") provided by McAfee Inc. ("**McAfee**"). If applicable, the defined term "Software" includes McAfee Software and is provided pursuant to and governed by the terms and conditions of the Agreement except as follows:
 - i. Customer may not use or copy McAfee Software except as expressly provided in this Agreement, and except with McAfee's prior written permission, may not publish any performance or benchmark tests or analysis relating to McAfee Software.
 - ii. McAfee Software may include programs or code that are licensed under an Open Source Software ("**OSS**") license model. OSS programs and code are subject to the terms, conditions, and obligations of the applicable OSS license, and are SPECIFICALLY EXCLUDED FROM ANY WARRANTY AND SUPPORT OBLIGATIONS DESCRIBED ELSEWHERE IN THIS AGREEMENT.
 - iii. Without prejudice to Customer's payment obligations, Everfox may terminate Customer's license to McAfee Software at any time in the event Customer materially breaches the terms of this Agreement and Customer fails to cure the breach within thirty (30) days of receiving notice. Upon termination, Customer shall promptly de-install and return or destroy all copies of McAfee Software and related documentation.
 - iv. Customer acknowledges and agrees that the virus scanning capability of the Software may contain functionality to detect and report threats and vulnerabilities on Customer's computer network. The functionality may collect information from Customer and automatically collect information about Customer's system and the systems and networks they interact with (including information regarding network, licenses used, operating system types, versions, total scanners deployed, database size, etc.) and submit the information to McAfee. McAfee will not release any information collected regarding Customer's systems and the systems and networks they interact with to any person or entity.
 - v. McAfee Software and any accompanying documentation, which have been developed at private expense and are made generally available to certain private (non-government) end user customers, are deemed to be "commercial computer software" and "commercial computer software documentation," respectively, pursuant to DFARS Section 227.7202 and FAR Section 12.212, as applicable.
2. Red Hat Enterprise Linux. The Software may include Red Hat Enterprise Linux software ("**Operating System**") provided by Red Hat, Inc. ("**Red Hat**"). If applicable, the defined term "Software" includes the Operating System and is provided pursuant to and governed by the terms and conditions of the Agreement except as follows:
 - a. Customer is granted a perpetual, worldwide license to the Operating System (which may include multiple software components) pursuant to the GNU General Public License v.2. The license agreement for each software component is located in the software component's source code and permits Customer to run, copy, modify, and redistribute the software component (subject to certain obligations in some cases), both in source code and binary code forms, with the exception of (i) certain binary only firmware components and (ii) the images identified below. The license rights for the binary only firmware components are located with the components themselves. This Agreement pertains solely to the Operating System and does not limit Customer's rights under, or grant Customer rights that supersede, the license terms of any particular component.
 - b. Title to the Operating System and any component, or to any copy, modification, or merged portion shall remain with Red Hat and other licensors, subject to the applicable license. The "Red Hat" trademark and the "Shadowman" logo are registered trademarks of Red Hat in the U.S. and other countries. This Agreement does not permit Customer to distribute the Operating System or its

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components using Red Hat's trademarks, regardless of whether the copy has been modified. Customer may make a commercial redistribution of the Operating System only if (i) permitted under a separate written agreement with Red Hat authorizing commercial redistribution; or (ii) Customer removes and replaces all occurrences of Red Hat trademarks. Modifications to the software may corrupt the Operating System. Customer should read the information found at <http://www.redhat.com/about/corporate/trademark/> before distributing a copy of the Operating System.

- c. The Operating System may be distributed with third party software programs that are not part of the Operating System. These third-party programs are not required to run the Operating System, are provided as a convenience to Customer, and are subject to their own license terms. The license terms either accompany the third party software programs or can be viewed at <http://www.redhat.com/licenses/thirdparty/eula.html>. If Customer does not agree to abide by the applicable license terms for the third-party software programs, then Customer may not install them. If Customer wishes to install the third-party software programs on more than one (1) system or transfer the third-party software programs to another party, then Customer must contact the licensor of the applicable third-party software programs.

3. Elasticsearch (used with EverInsight only)

- a. The EverInsight Software may integrate software provided by Elasticsearch, Inc. ("**Elastic**"). The software provided by Elastic is referred to as "**ElasticSearch Software**." If applicable, the ElasticSearch software is provided as an embedded portion that is bundled for distribution with the Software (the bundle referred to as a "**Self-managed Bundled Product**"), and the defined term "Software" includes ElasticSearch Software and is provided pursuant to and governed by the terms and conditions of the Agreement except as follows:
 - i. The ElasticSearch Software is licensed, not sold, as an embedded portion of the Self-managed Bundled Product and is not licensed on a stand-alone basis.
 - ii. The title to the Software does not pass to the Customer, and Everfox and its licensors own and retain all intellectual property rights in the Software except those rights expressly granted by Everfox under this Agreement.
 - iii. Elastic provides no direct warranties to or for the benefit of Customer.
 - iv. Each License granted to a Customer that receives the Self-managed Bundled Product in object code form shall be a non-exclusive license to use, in object code form, the features and functions of the Software that are eligible for use with respect to the subscription level correlating to the version of the ElasticSearch Software provided as part of the Self-managed Bundled Product for the duration of the applicable Subscription Term and for the number of nodes allocated in the Permitted Capacity.
- b. Customer agrees not to:
 - i. reverse engineer or decompile, decrypt, disassemble, or otherwise reduce any ElasticSearch Software or any portion, in either case, that has not been licensed in source code form by Elastic, to human-readable form except and only to the extent any restriction is prohibited by applicable law;
 - ii. deploy the ElasticSearch Software on more nodes than the respective number of nodes allocated to that Customer in the Permitted Capacity;
 - iii. prepare derivative works from, modify, copy, or use the ElasticSearch Software in any manner except as expressly permitted in this Agreement;
 - iv. transfer, sell, rent, lease, distribute, sublicense, loan, or otherwise transfer the ElasticSearch Software in whole or in part to any third party;
 - v. use the Software for providing time-sharing services, any software-as-a-service offering ("**SaaS**"), service bureau services or as part of an application services provider or other service offering; provided, however, the Customer may provide the Self-managed Bundled Product as a managed service to its customers that have entered into a managed services

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agreement under which the managed services customer has no right to directly download, install or use the Software;

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- vii. make available to any third party any analysis of the results of operation of the ElasticSearch Software, including benchmarking results.
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