

## Master License and Services Agreement

This Master License and Services Agreement (this “Agreement”) is entered into as of the date set forth in the Purchase Order, Statement of Work, or similar document, between DCS Consulting, Inc., d/b/a cBEYONData, a Delaware corporation (“cBEYONData”), and the Ordering Activity under GSA Schedule contracts identified in the Purchase Order, Statement of Work, or similar document (“Customer” or “Ordering Activity”). cBEYONData and Customer are also referred to herein each as a “Party” and collectively as the “Parties.”

### 1. Definitions

For the purposes of this Agreement, the following terms have the following meanings:

1.1 “cBEYONData Software” means the software identified in the Order entered into connection with this Agreement.

1.2 “Customer User” means an employee, contractor, or agent of Customer who is permitted by Customer to use the cBEYONData Software.

1.3 “Documentation” means the manuals, documentation, and other supporting materials generally provided to cBEYONData’s customers in connection with the cBEYONData Software.

1.4 “Order” means a quote issued by cBEYONData in connection with this Agreement and accepted by Customer, pursuant to which cBEYONData provides the cBEYONData Software to Customer.

1.5 “Third Party Products” means software or services made available by a Party other than cBEYONData that may be used in connection with the cBEYONData Software, including software or services that are necessary or advisable in order for Customer to exploit the functionality of the cBEYONData Software.

### 2. Service and License Terms

#### 2.1 cBEYONData Software.

(a) Subject to the terms and conditions of this Agreement, if cBEYONData makes the cBEYONData Software available to Customer as a hosted service solution (as designated in the applicable Order) (“Cloud Deployment”), cBEYONData agrees to permit Customer Users to access and use the cBEYONData Software during the applicable Order Term solely for Customer’s internal business purposes. cBEYONData will provide access to such cBEYONData Software to Customer Users in accordance with the availability requirement set forth in Exhibit A.

(b) Subject to the terms and conditions of this Agreement, if cBEYONData makes the cBEYONData Software available to Customer as an on premises installable software solution (as designated in the applicable Order) (“On Premises Deployment”), cBEYONData hereby grants Customer a non-exclusive, non-transferable (except as otherwise set forth in Section 10.3), non-sublicensable license during the applicable Order Term to download, install, and use the cBEYONData Software solely for Customer’s internal business purposes.

(c) Except as expressly set forth in this Agreement, no other right or license of any kind is granted by cBEYONData to Customer hereunder with respect to the cBEYONData Software.

2.2 Documentation License. Subject to the terms and conditions of this Agreement, cBEYONData hereby grants Customer a non-exclusive, non-transferable (except as otherwise set forth in Section 10.3), non-sublicensable license to reproduce, and use the Documentation solely in connection with Customer’s access to or use of the cBEYONData Software in accordance with this Agreement.

Customer and Customer Users will not remove or modify any copyright notices of cBEYONData or its licensors appearing in the Documentation.

2.3 Third Party Products. It is Customer's responsibility to obtain the right to use any Third Party Products that may be necessary to use the cBEYONData Software. Customer will be responsible for all fees incurred from the providers of such Third Party Products ("Third Party Providers") and will be solely responsible for complying with the terms and conditions of any agreement between Customer and a Third Party Provider. Nothing herein shall bind the Ordering Activity to any Third Party Product or Third Party Provider terms unless the terms are provided for review and agreed to in writing by all parties. Subject to the foregoing, cBEYONData may, in its sole discretion, make available to Customers certain Third Party Products in connection with Customer's use of the cBEYONData Software, provided that cBEYONData may cancel, suspend, or cease to make available such Third Party Products to Customer at any time. In the event that cBEYONData cancels, suspends, or ceases to make available such Third Party Products to Customer that Ordering Activity has contracted for, Ordering Activity shall be entitled to a pro rata refund from cBEYONData for any fees paid not used.

2.4 Restrictions. Customer will not (and will not permit any Customer User or other third party to): (a) download or install quantities of the cBEYONData Software (for On Premises Deployment) or access and use the cBEYONData Software (for Cloud Deployment) in excess of the limitations set forth in the applicable Order; (b) except to the extent that such restriction is prohibited by applicable law, decompile, disassemble, scrape, or otherwise reverse engineer the cBEYONData Software or any portion thereof, or determine or attempt to determine any source code, algorithms, methods, or techniques embodied in the cBEYONData Software or any portion thereof; (c) modify, translate, or create any derivative works based on the cBEYONData Software or the Documentation; (d) distribute, disclose, market, rent, lease, assign, sublicense, pledge, or otherwise transfer the cBEYONData Software or the Documentation, in whole or in part, to any third party; (e) remove or alter any copyright, trademark, trade name, or other proprietary notices, legends, symbols, or labels appearing on or in copies of the cBEYONData Software or the Documentation; (f) perform, or release the results of, benchmark tests or other comparisons of the cBEYONData Software with other programs; (g) incorporate the cBEYONData Software or any portion thereof into any other program or product, or use the cBEYONData Software to provide similar functionality to third parties; or (h) use the cBEYONData Software for any unlawful or tortious purpose.

2.5 Customer User Compliance. Customer will ensure that all Customer Users comply with the terms and conditions of this Agreement and each Order and will be responsible for all acts and omissions by its Customer Users. Any act or omission by a Customer User that would be a breach of this Agreement, if done by Customer, will be deemed a breach of this Agreement by Customer.

2.6 Usage Data. cBEYONData may collect data and information in connection with Customer's use of the cBEYONData Software ("Usage Data"). Customer grants to cBEYONData a perpetual, fully paid-up, royalty-free, irrevocable, worldwide, non-exclusive, sublicensable license to reproduce, prepare derivative works based on, distribute, display, and otherwise use the Usage Data in order to (a) perform its obligations and exercise its rights under this Agreement, (b) improve cBEYONData's products or services, (c) comply with its obligations or protecting its interests under applicable law; provided, however, that except as required by applicable law or necessary in order to exercise its rights under this Agreement, cBEYONData will not disclose any Usage Data publicly or to third parties (other than its consultants or contractors), except in an aggregated and de-identified form.

2.7 Verification. cBEYONData may, at any time during the term of this Agreement and for two (2) years thereafter, with seven (7) days prior notice, audit (including through a third party auditor) Customer's records to verify that Customer is and has been in compliance with the terms and conditions of this Agreement. Customer will promptly grant such access in accordance with Government security requirements and cooperate with cBEYONData in such audit; provided, however, the inspection will be

conducted in a manner not intended to unreasonably disrupt Customer's business and will be restricted in scope, manner, and duration to that reasonably necessary to achieve its purpose.

2.8 Government Terms. If Customer is a United States Government agency or otherwise accessing or using any cBEYONData Software or Support Services on behalf of the U.S. Government, including as a higher tier subcontractor or prime contractor, this Agreement is subject to the terms set out in Exhibit C (U.S. Government Terms of Service).

### **3. Support; Professional Services**

3.1 Support; Updates. For Cloud Deployments, cBEYONData will provide support services to Customer as specified in Exhibit B, which may be updated from time to time by cBEYONData with prior, written notice to Customer ("Support Services"). For On Premises Deployments, cBEYONData will provide the Support Services only if contemplated in an Order. Except as set forth in an Order or Exhibit B, cBEYONData has no obligation to provide any modification, error correction, bug fix, new release, or other update to the cBEYONData Software ("Update"). In the event cBEYONData makes an Update available to Customer, the Update will be deemed to be part of the cBEYONData Software and will be subject to the terms and conditions of this Agreement. For the avoidance of doubt, cBEYONData will have no obligation to provide any support for any Third Party Products.

3.2 Onboarding Services. Customer may engage cBEYONData to perform certain professional services in connection with training, installation, and implementation of the cBEYONData Software as set forth in the Order (collectively, "Onboarding Services"). Except as otherwise provided in an Order, the terms and conditions governing cBEYONData's provision of the Onboarding Services are set forth in this Agreement.

3.3 Additional Services. From time to time, Customer may request that cBEYONData perform certain training and/or professional services related to the cBEYONData Software, which are beyond the scope of the Onboarding Services ("Additional Services" and, collectively with Onboarding Services, the "Professional Services"). Upon Customer's request, cBEYONData will prepare a Statement of Work that includes the terms and conditions relevant to the Additional Services to be performed. Statements of Work will, to the extent applicable, contain: (i) a description of the Additional Services to be performed; (ii) any applicable assumptions, milestones, deliverables, and timelines for delivery; (iii) applicable fees and payment terms; and (iv) other terms applicable to such Additional Services. Each fully executed Statement of Work will form a part of this Agreement and be subject to the terms and conditions set forth herein.

### **4. Orders and Payments**

4.1 Orders. The initial order for the cBEYONData Software, Support Services, and Onboarding Services (if any) is set forth in the first Order that references this Agreement. During the term of this Agreement, Customer may order additional licenses or subscriptions for the cBEYONData Software or additional Support Services or Onboarding Services in accordance with cBEYONData's then-current rates and policies in effect when such order is placed. cBEYONData will issue a quote for such additional licenses, Support Services, or Onboarding Services. Once executed by Customer and accepted by cBEYONData, the quote will be deemed an Order, governed by this Agreement. Each Order is deemed incorporated into this Agreement by reference and a part of this Agreement.

4.2 Fees; Payment. Customer will make payments to cBEYONData for the cBEYONData Software, Support Services, and Professional Services (that are not provided free of charge) in accordance with each Order. Ordering Activity agrees to pay any travel expenses in accordance with Federal Travel Regulation (FTR)/Joint Travel Regulations (JTR), as applicable, Ordering Activity shall only be liable for such travel expenses as approved by Ordering Activity and funded under the applicable ordering document. cBEYONData will invoice Customer for all fees (including expense reimbursements) payable under this Agreement and Customer will pay such invoiced amounts within forty-five (45) days of the

receipt date of the invoice. For all amounts not paid within forty-five (45) days from the receipt date of the invoice, Customer agrees to pay interest at the rate in accordance with the Prompt Payment Act (31 USC 3901 et seq) and Treasury regulations at 5 CFR 1315. All fees payable under this Agreement will be made without recoupment or set-off.

4.3 Taxes. Vendor shall state separately on invoices taxes excluded from the fees, and the Customer agrees either to pay the amount of the taxes (based on the current value of the equipment) or provide evidence necessary to sustain an exemption, in accordance with FAR 52.229-1 and FAR 52.229-3.

## **5. Limited Warranties; Disclaimer**

5.1 Limited Warranties. cBEYONData warrants that the cBEYONData Software will perform substantially in accordance with the Documentation therefor. In the event of a breach of the foregoing warranty, cBEYONData's sole obligation, and Customer's sole and exclusive remedy, will be for cBEYONData to make commercially reasonable efforts to promptly correct the non-conforming functionality of the cBEYONData Software without charge.

5.2 Disclaimer. EXCEPT AS SET FORTH IN SECTION 5.1, CBEYONDATA MAKES NO WARRANTIES WITH RESPECT TO THE CBEYONDATA SOFTWARE, PROFESSIONAL SERVICES, SUPPORT SERVICES, DOCUMENTATION, OR ANY THIRD PARTY PRODUCTS, EXPRESS OR IMPLIED, RELATING THERETO, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR TITLE AND ALL STATUTORY WARRANTIES ARE EXCLUDED TO THE FULLEST EXTENT POSSIBLE. CBEYONDATA MAKES NO WARRANTIES OR REPRESENTATIONS AND WILL HAVE NO LIABILITY OR RESPONSIBILITY FOR ANY THIRD PARTY PRODUCTS.

## **6. Term and Termination**

6.1 Term of this Agreement. This Agreement will commence on the effective date of the initial Order entered into in connection with this Agreement and, unless sooner terminated pursuant to the terms of this Agreement, will expire upon the expiration of the last Order Term under this Agreement. Upon any termination or expiration of this Agreement, all Order(s) will immediately terminate.

6.2 Order Term. Unless otherwise specified in an Order, the term of each Order will commence on the Effective Date of such Order and, unless sooner terminated pursuant to the terms hereof, will continue in full force and effect for a period of one (1) year following the effective date of such Order and may be renewed for successive one (1) year periods by both parties exercising an option, or executing a new purchase order in writing (each such term, including any renewals thereof, an "Order Term"). Any renewal of an Order pursuant to the preceding sentence will be for the same quantities of licenses or subscriptions for the cBEYONData Software as set forth in the applicable Order. Purchase of any additional licenses or subscriptions for the cBEYONData Software or other products and services will require the execution of an amendment to the applicable Order or the execution of a new Order.

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

6.4 Effect of Termination. Upon the expiration or termination of this Agreement, the rights granted to Customer hereunder will terminate, Customer will cease all use of the cBEYONData Software and Documentation, and, for an On Premises Deployment, return to cBEYONData or delete the cBEYONData Software in its possession, and, upon cBEYONData's request, so certify such actions to

cBEYONData. Any costs incurred in returning or deleting the cBEYONData Software upon expiration or termination will be borne by Customer. Sections 1, 2.4, 2.6, 4.2, 5.2, 6.4, 8, 9, and 10 will survive any expiration or any termination of this Agreement. Termination of this Agreement by either Party will not act as a waiver of any breach of this Agreement and will not act as a release of either Party from any liability for breach of such Party's obligations under this Agreement. Neither Party will be liable to the other for damages of any kind solely as a result of terminating this Agreement in accordance with its terms, and termination of this Agreement by a Party will be without prejudice to any other right or remedy of such Party under this Agreement or applicable law.

## **7. Proprietary Rights**

7.1 General. As between cBEYONData and Customer, cBEYONData retains all right, title, and interest in and to the cBEYONData Software, the Documentation, and all modifications and updates thereto and derivative works therefrom. In addition, unless otherwise provided in an Order or Statement of Work, cBEYONData will own (and Customer hereby assigns to cBEYONData) all right, title, and interest to any work product, and all intellectual property rights therein, that cBEYONData developed, authored, created, conceived, discovered, made, or reduced to practice, alone or jointly with others, in the course of performing the Professional Services

7.2 Feedback. If Customer (including any Customer User) provide to cBEYONData any ideas, proposals, suggestions or other materials relating to the cBEYONData Software, the Professional Services and any other cBEYONData products or services ("Feedback"), such Feedback will be nonconfidential, gratuitous, unsolicited and without restriction, and will not place cBEYONData under any fiduciary or other obligation. By submitting Feedback to cBEYONData, Customer hereby assigns and agrees to assign to cBEYONData all right, title, and interest in and to the Feedback, and agrees to assist cBEYONData in perfecting such rights and obtaining assignments of such rights from all individuals involved in generating the Feedback. Vendor acknowledges that the ability to use this Agreement and any Feedback provided as a result of this Agreement in advertising is limited by GSAR 552.203-71.

## **8. Confidentiality**

8.1 Confidential Information. Each Party acknowledges that in connection with this Agreement it may obtain the other Party's confidential or proprietary information or material that is marked as (or if disclosed orally or in other intangible form or in any form that is not so marked, that is identified as confidential at the time of such disclosure), or provided under circumstances reasonably indicating it is, confidential or proprietary ("Confidential Information"), which will include, without limitation, a Party's trade secrets, know-how, inventions, techniques, processes, software, algorithms, software designs and architecture, computer code, documentation, design and functional specifications, and product requirements. cBEYONData's Confidential Information will include, without limitation, the cBEYONData Software and all Updates thereto. Confidential Information will not include information or material that: (a) is or becomes publicly known through no act or omission of the receiving Party; (b) was rightfully known by the receiving Party before receipt from the disclosing Party, as evidenced by the receiving Party's contemporaneous written records; (c) becomes rightfully known to the receiving Party without confidential or proprietary restriction from a source other than the disclosing Party that does not owe a duty of confidentiality to the disclosing Party with respect to such information or material; or (d) is independently developed by the receiving Party without the use of or reference to the Confidential Information of the disclosing Party.

8.2 Use and Disclosure Restrictions. The receiving Party will not disclose any Confidential Information to any third party, other than to its employees, contractors, and consultants who need to know such information in connection with this Agreement and who are bound by restrictions regarding disclosure and use of such information comparable to and no less restrictive than those set forth herein. Except as otherwise set forth in this Agreement, the receiving Party will not use any Confidential Information other than in connection with exercising its rights or performing its obligations under this

Agreement. The receiving Party will take the same degree of care that it uses to protect its own confidential and proprietary information and materials of similar nature and importance (but in no event less than reasonable care) to protect the confidentiality and avoid unauthorized use or disclosure of Confidential Information. Notwithstanding the foregoing, the receiving Party may disclose Confidential Information to third parties to the extent the receiving Party is legally compelled to disclose such Confidential Information; provided, however, that prior to any such compelled disclosure, the receiving Party will, to the extent permissible under the circumstances, give the disclosing Party reasonable advance notice of any such disclosure and will cooperate with the disclosing Party in limiting such disclosure.

8.3 Reserved.

## **9. Liability**

TO THE EXTENT ALLOWED BY APPLICABLE LAW AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY OR LIMITATION OF LIABILITY: (A) IN NO EVENT SHALL CBeyondData OR ITS SUPPLIERS BE LIABLE FOR ANY DAMAGES FOR LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF USE OR DATA, INADVERTENT DISCLOSURE OF DATA, OR INTERRUPTION OF BUSINESS, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND OR OTHER ECONOMIC LOSS ARISING FROM OR RELATING TO THIS AGREEMENT OR ANY ORDER OR STATEMENT OF WORK, EVEN IF CBeyondData HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, HOWEVER CAUSED AND (B) CBeyondData'S ENTIRE LIABILITY ARISING FROM OR RELATING TO THIS AGREEMENT OR ANY ORDER OR STATEMENT OF WORK, UNDER ANY LEGAL THEORY (WHETHER IN CONTRACT, TORT, INDEMNITY, OR OTHERWISE) SHALL NOT EXCEED THE AGGREGATE FEES PAID BY CUSTOMER TO CBeyondData DURING THE TWELVE (12) MONTH TERM DURING WHICH SUCH CLAIM ARISES

## **10. General Provisions**

10.1 Force Majeure. Excusable delays shall be governed by FAR 52.212-4(f).

10.2 Notices. Any notice, request, demand, or other communication required or permitted hereunder will be in writing, will reference this Agreement and will be deemed to be properly given: (a) when delivered personally; (b) seven (7) days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (c) two (2) business days after deposit with a private industry express courier, with written confirmation of receipt. All notices will be sent to the address set forth on the Order(s) and to the notice of the person executing this Agreement (or to such other address as may be designated by a Party by giving written notice to the other Party pursuant to this Section).

10.3 Assignment. This Agreement, including the Order(s) and any Statement(s) of Work, may not be assigned, in whole or part, whether voluntarily, in connection with a merger or acquisition, by operation of law or otherwise, by the parties without the prior written consent of the other party. The Anti-Assignment Act, 41 USC 6305, prohibits the assignment of Government contracts without the Government's prior approval. Procedures for securing such approval are set forth in FAR 42.1204. Subject to the preceding sentence, the rights and liabilities of the parties hereto will bind, and inure to the benefit of, their respective assignees and successors, and is binding on the parties and their successors and assigns. Any attempted assignment other than in accordance with this Section will be null and void.

10.4 Governing Law, Jurisdiction, and Venue. This Agreement is to be construed in accordance with and governed by the Federal laws of the United States.

10.5 Reserved.

10.6 No Third Party Beneficiary. This Agreement does not create any third party beneficiary rights in any individual or entity that is not a party to this Agreement.

10.7 Waiver. The waiver by either Party of a breach of or a default under any provision of this Agreement, will be in writing and will not be construed as a waiver of any subsequent breach of or default under the same or any other provision of this Agreement, nor will any delay or omission on the part of either Party to exercise or avail itself of any right or remedy that it has or may have hereunder operate as a waiver of any right or remedy.

10.8 Severability. If the application of any provision of this Agreement to any particular facts or circumstances will be held to be invalid or unenforceable by an arbitration panel or a court of competent jurisdiction, then (a) the validity and enforceability of such provision as applied to any other particular facts or circumstances and the validity of other provisions of this Agreement will not in any way be affected or impaired thereby and (b) such provision will be enforced to the maximum extent possible so as to effect the intent of the parties and reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

10.9 Relationship of the Parties. Nothing contained in this Agreement will be deemed or construed as creating a joint venture, partnership, agency, employment, or fiduciary relationship between the parties. Neither Party nor its agents have any authority of any kind to bind the other Party in any respect whatsoever, and the relationship of the parties is, and at all times will continue to be, that of independent contractors.

10.10 Entire Agreement. This Agreement, the Order(s), Statement(s) of Work, and any Exhibits attached hereto, constitute the entire agreement between the parties concerning the subject matter hereof and supersede all prior or contemporaneous representations, discussions, proposals, negotiations, conditions, agreements, and communications, whether oral or written, between the parties relating to the subject matter of this Agreement, the Order(s), Statement(s) of Work, and any Exhibits attached hereto and all past courses of dealing or industry custom. Furthermore, the terms and conditions of this Agreement will prevail over any conflicting terms or conditions contained in any “clickwrap” or “browsewrap” agreements made available by or on behalf of cBEYONData in connection with the provision of the cBEYONData Software. No amendment or modification of any provision of this Agreement will be effective unless in writing and signed by a duly authorized signatory of each of cBEYONData and Customer.

10.11 Electronic Signature and Disclosure Consent Notice. Customer agrees to the use of electronic documents and records in connection with this Agreement and all future documents and records in connection with the cBEYONData Software including this electronic signature and disclosure notice, and that this use satisfies any requirement that cBEYONData provides Customer these documents and their content in writing

**IN WITNESS WHEREOF** the Parties hereto have executed this Agreement as of the Effective Date.

**DCS Consulting, Inc. d/b/a cBEYONData**

**Customer**

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

DCSMasterLicense12212019



## Exhibit A

### Availability

#### 1. Definitions

For purposes of this Exhibit, the following term will have the following meaning:

1.1. “Available” means Customer Users are able to access and use the cBEYONData Software and the cBEYONData Software is functioning substantially in accordance with this Agreement.

1.2. “Downtime” means any period during which the cBEYONData Software is not Available.

1.3. “Downtime Exclusions” mean, collectively, (i) Scheduled Maintenance, (ii) Emergency Maintenance, (iii) Customer Users’ Internet connection or firewall/network issues, (iv) outages elsewhere on the Internet that hinder Customer Users’ access to the cBEYONData Software, (v) domain name or other third-party services issues outside the direct control of cBEYONData (including propagation delays), (vi) acts or omissions of Customer (or acts or omissions of others engaged or authorized by Customer, including Customer Users), including negligence, willful misconduct, or use of the cBEYONData Software in breach of this Agreement, (vii) unavailability, interruption, or delay of telecommunication services of a third party, (viii) interruption of Customer’s use, or unavailability to Customer, of the cloud environment on which cBEYONData hosts Customer’s use of the cBEYONData Software and (ix) Force Majeure Events.

1.4. “Emergency Maintenance” means cBEYONData’s back-end (i) operating system patches, (ii) server software patches, and (iii) critical bug fixes, in each case in connection with the cBEYONData Software.

1.5. “Force Majeure Event” means fires, floods, earthquakes, elements of nature, acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, sabotage, embargo, government action or order, blackouts, epidemic or quarantine, strikes/labor difficulties (except strikes/labor difficulties by the employees of the non-performing party), or other causes beyond a party’s reasonable control.

#### 2. Availability

2.1. Availability. Beginning with the calendar month immediately following the calendar month of the effective date of the Order pursuant to which the cBEYONData Software is made available to Customer, cBEYONData will make the cBEYONData Software Available, as measured over the course of each one (1) calendar month period, 95% of the time, excluding Downtime due to Downtime Exclusions (“Availability Requirement”).

2.2. Back-end Maintenance. Except for Emergency Maintenance, cBEYONData will provide at least two (2) days’ advance notice to Customer prior to engaging in any back-end maintenance in connection with the cBEYONData Software that may reasonably be expected to result in Unavailability (“Scheduled Maintenance”). cBEYONData will use commercially reasonable efforts to perform the Scheduled Maintenance between the hours of 10:00 PM and 6:00 AM, Eastern Time.

## Exhibit B

### Support Terms

#### 1. Definitions

**1.1 “Error”** means a defect or combination of defects in the cBEYONData Software that results in a failure of the cBEYONData Software to function substantially in accordance with the Documentation therefor. Errors are classified as follows:

(a) Priority 1: The Error renders the cBEYONData Software inoperative or causes a complete failure of the cBEYONData Software.

(b) Priority 2: The Error materially affects the performance of the cBEYONData Software, or materially restricts Customer’s use of the cBEYONData Software (for example, important cBEYONData Software features are unavailable with no acceptable workaround).

(c) Priority 3: The Error causes only a minor impact Customer’s use of the cBEYONData Software.

(d) Priority 4: Although an Error exists, it does not impact the operation of the cBEYONData Software. The Error causes minor inconveniences such as cosmetic problems or Documentation inaccuracies.

**1.2 “Error Correction”** means either (a) a bug fix, patch, or other modification or addition that, when made or added to the cBEYONData Software, corrects an Error, or (b) a procedure or routine that, when observed in the regular operation of the cBEYONData Software, eliminates the practical adverse effect of the Error.

**1.3 “Technical Contact”** means the person or persons designated by cBEYONData as the initial interface for Error reporting for the Software

#### 2. Support Responsibility

**2.1 Error Reporting.** Customer may report Errors to cBEYONData at the support phone number communicated by cBEYONData to Customer from time to time, which phone number will be available 9:00 AM – 5:00 PM ET, Monday – Friday, except for federal holidays.

##### 2.2 Response Times.

(a) Priority 1 Error. cBEYONData will commence work on verification and resolution of the Error within twenty-four (24) hours of receipt of notification by Customer.

(b) Priority 2 Error. cBEYONData will commence work on verification and resolution of the Error within forty-eight (48) hours of receipt of notification by Customer.

(c) Priority 3 Error. cBEYONData will commence work on verification and resolution of the Error within seventy-two (72) hours of receipt of notification by Customer.

(d) Priority 4 Error. cBEYONData will consider the request for inclusion of an Error Correction in a subsequent release of the cBEYONData Software.

## Exhibit C

### U.S. Government End User Terms of Service

1. Applicability. This Exhibit applies to all instances where the ultimate end user(s) of the cBEYONData Software or Support Services is an agency or employee of the United States Government. If Customer is a prime contractor or subcontractor that is using the cBEYONData Software or Support Services to provide product or services to or for the U.S. Government, Customer must flow this Agreement, including this Exhibit, to such U.S. Government customer.

2. This Exhibit C is an agreement between cBEYONData and any U.S. Government customers or users, as well as any account holders and subscribers who use or access the cBEYONData Software or Support Services on behalf of a U.S. Government agency (each, a "U.S. Government End User").

3. U.S. Government End User Rights.

(a) All software and any technical data contained in the cBEYONData Software and the Documentation, as well as any Support Services, are "commercial items," as defined in 48 C.F.R. §2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. §12.212. The use, duplication, reproduction, release, modification, disclosure, or transfer of the cBEYONData Software and the Documentation and any data relating thereto or derived therefrom, and the use of the Support Services, is restricted in accordance with 48 C.F.R. §12.211, 48 C.F.R. §12.212, 48 C.F.R. §227.7102-2, and 48 C.F.R. §227.7202 as applicable. A third party may resell the cBEYONData Software and/or Support Services to a U.S. Government End User, if and only if, they are licensed to the U.S. Government End User subject to the terms of this Exhibit.

(b) Consistent with 48 C.F.R. §12.211, 48 C.F.R. §12.212, 48 C.F.R. §227.7102-1 through 48 C.F.R. §227.7102-3, and 48 C.F.R. §§227.7202-1 through 227.7202-4, as applicable, the cBEYONData Software, Documentation, and Support Services are provided to U.S. Government End Users: (i) only as Commercial Items, (ii) with only those rights as are granted to all other users pursuant to this Agreement (except as otherwise noted in this Exhibit), and (iii) the terms of this Agreement are incorporated into any reseller's, prime contractor's, or subcontractor's contract with the U.S. Government or otherwise agreed to by the U.S. Government End User in a way that legally binds the U.S. Government to these terms. This Section 3 is in lieu of, and supersedes, any Federal Acquisition Regulations ("FAR"), the Defense FAR Supplement ("DFARS"), or other clause or provision that addresses U.S. Government rights in computer software or technical data.

4. In recognition of the fact that certain provisions of this Agreement are inapplicable or unenforceable where U.S. Government End Users are involved, cBEYONData agrees that modifications are appropriate. The following provisions of this Agreement do not apply, and, where relevant, are superseded by: (i) the applicable provision of FAR 52.212-4 or other applicable federal procurement regulation, (ii) federal law, such as the Contracts Disputes Act, and/or (iii) the terms of the U.S. Government ordering agreement, as applicable:

- i. Section 4, Orders and Payments
- ii. Section 5.1, Limited Warranties, second sentence concerning breach remedies
- iii. Section 6, Term and Termination
- iv. Section 8, Confidentiality
- v. Section 10.2, Notices
- vi. Section 10.3, Assignment
- vii. Section 10.4, Governing Law, Jurisdiction and Venue

- viii. Section 10.5, Attorney's Fees
- ix. Section 10.10, Entire Agreement
- x. Section 10.11, Electronic Signature

Further, Section 7, Proprietary Rights, of this Agreement applies to U.S. Government End Users and Customers only to the extent consistent with federal law and the terms of this Exhibit and the Government ordering agreement.

5. Precedence: If there is any conflict between this Exhibit and rest of this Agreement, this Exhibit shall prevail.