

Riskonnect Active Risk Inc.

Software License, Support and Services

Agreement

13221 Woodland Park Road
Suite 440
Herndon, VA 20171
USA

Agreement Number: [●]

This Agreement is dated 202[●] (the “Effective Date”) between:

- (1) **Riskconnect Active Risk Inc.**, a corporation with its principal office at 13221 Woodland Park Road, Suite 440 Herndon, VA 20171, USA (“Riskconnect”); email for notices: legal@riskconnect.com; and
- (2) **The Ordering Activity** under GSA Schedule contracts identified in the Order to which this Agreement applies.

Introduction

Riskconnect has the right and title to license the Software, and has agreed to grant to the Customer a license to use the Software on the terms and conditions set out in this Agreement, and to provide Services on the terms and conditions of this Agreement.

NOW IT IS HEREBY AGREED as follows:

1 Definitions and Interpretation

1.1 In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

“Affiliate” means in relation to either party, any company that (a) holds a majority of the voting rights in it, or (b) is a member of it and has the right to appoint or remove a majority of its board of directors, or (c) is a member of it and controls alone, pursuant to an agreement with other members, a majority of the voting rights in it.

“Business Day” any day (other than a Saturday or Sunday, public holiday in the state of Virginia or designated bank holiday in the state of Virginia) on which banks in the state of Virginia are physically open for the transaction of general banking business.

“Confidential Information” means all confidential and proprietary information of a party disclosed to the other party, whether orally or in writing, that is either marked or designated as confidential or is identified in writing as confidential or proprietary or that a reasonable person would deem confidential or proprietary given the nature of the information and the circumstances under which it is disclosed, and including in respect of Riskconnect trade secrets and know-how (including the concepts, techniques and ideas embodied in the Software and the structure, sequence and organisation of the Software).

“Date of Disposal” means the date on which a Divested Entity ceases to be an Affiliate of the Customer or ceases to be owned by the Customer.

“Divested Entity” means any (a) company which at any time is an Affiliate of the Customer, and which ceases to be an Affiliate of the Customer, or (b) business or undertaking which at any time is owned by the Customer, and which ceases to be owned by the Customer.

“Documentation” means any documentation provided by Riskconnect to the Customer with the Software.

“Implementation Charges” means the charges for the Implementation Services as set out in the relevant Statement of Work.

“Implementation Services” means the installation, configuration and training services to be provided by Riskconnect in respect of the Software in accordance with Section 2.

“Initial Support Period” means the period of 12 months from the Effective Date.

“Intellectual Property Rights” means inventions, patents, technical information and know-how of all descriptions,

utility models, trademarks, service marks, rights in design (registered and unregistered), copyrights (including all rights in computer software), database rights, business and trade names and associated goodwill, domain names and all other industrial or intellectual property or other rights or forms of protection of a similar effect in any part of the world and all rights in relation to any of them, applications to register any of them and the rights to apply for or claim priority in respect of any of them.

“License Fees” means the fees payable for the license of the Software as set out in the relevant Transaction Document.

“License Period” means the period of time set out in the relevant Transaction Document.

“Maintenance Charges” means the annual charges payable in respect of the Maintenance and Support Services as set out in the relevant Transaction Document.

“Maintenance and Support Services” means the maintenance and support services provided by Riskconnect in respect of the Software.

“Maintenance Release” means a release of the Software which corrects faults, adds functionality or otherwise amends or upgrades the Software, but which does not constitute a Major Release.

“Major Release” means any new version of the Software which from time to time may be publicly marketed and offered for purchase by Riskconnect. A Major Release shall be described with a major release number prefix and a lower number for the version. New modules released by Riskconnect from time to time that provide complementary but separate functionality to the Software referenced in a Transaction Document do not constitute Major Releases and such new modules must be licensed as separate items of “Software” (e.g., Apps, RPM and Risk Connectivity are separate items of “Software”).

“Modification” means a Maintenance Release or a Major Release.

“Professional Services” means professional services, other than Implementation Services and Maintenance and Support Services, requested by the Customer from time to time and set out in an agreed Statement of Work.

“Roles Schedule” means Riskconnect’s standard roles schedule setting out the roles and authorities attaching to each license granted to the Customer, a copy of which is available on the Support Portal.

“Services” means together the Professional Services, the Maintenance and Support Services and the Implementation Services, or such of them as the context requires.

“Software” means the Software referenced in a Transaction Document signed by both parties in the form set out in Schedule 1, and any Modification which is acquired by the Customer or provided by Riskconnect during the License Period.

“Standard Support Hours” means 9am to 5.30pm on Working Days (and “Standard Support Hour” shall mean any of these hours).

“Statement of Work” means a statement of work in the form provided in Schedule 2 in respect of the Implementation Services and any other Professional Services requested by the Customer from time to time.

“Support Policy” means Riskconnect’s standard support policy for the Software, a copy of which will be provided to the Customer on the Effective Date and is available on the Support Portal.

“Support Portal” means Riskconnect’s support portal, log in details for which will be provided to the Customer.

“Term” means the period of [●] years from the Effective Date.

“Transaction Document” means a document in the form set out in Schedule 1.

“Use/Using” means to load and run the Software.

“User” means any employee, agent or independent contractor of the Customer accessing the Software through a designated log-in and authorized under this Agreement to Use the Software in accordance with the terms of this Agreement.

“Working Day” means a normal working day in the country of the Customer, other than Christmas Day.

- 1.2 The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement and any reference to this Agreement includes the Schedules.
- 1.3 Any words following the terms “including”, “include”, “in particular”, “for example” or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.4 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time, and shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.5 All headings in this Agreement are for ease of reference only and shall not affect the interpretation or construction of this Agreement.
- 1.6 Unless the context otherwise requires, words in the singular shall include the plural and words in the plural shall include the singular, and a reference to one gender shall include a reference to the other genders.
- 1.7 Each Statement of Work and Transaction Document signed between the parties forms part of this Agreement and is subject to its terms. If there is any inconsistency between the terms of this Agreement on the one hand and any Statement of Work or Transaction Document on the other the terms of the Statement of Work or Transaction Document shall prevail.

2 Implementation Services

- 2.1 Riskconnect shall use reasonable endeavors to provide the Implementation Services in accordance with each Statement of Work and shall use reasonable endeavors to meet any performance dates specified in a Statement of Work but any dates for performance are estimates only.
- 2.2 Riskconnect shall:
 - 2.2.1 appoint a manager to act as the Customer’s first point of contact on all matters relating to the Implementation Services;
 - 2.2.2 promptly inform the Customer of the absence (or anticipated absence) of such manager and for such period of absence provide a suitably qualified replacement;
 - 2.2.3 observe, and ensure that its personnel observe, all health and safety rules and reasonable security requirements that apply at the Customer's premises and that are made known to it prior to the commencement of the Implementation Services; and
 - 2.2.4 before each date on which the Implementation Services are to start, obtain, and at all times maintain, all necessary licenses and consents, and comply with all relevant legislation in relation to the Implementation Services.
- 2.3 Each Statement of Work will set forth the projected work effort and schedule applicable to the Implementation Services. All statements and agreements in respect of performance times are good faith estimates based upon information available and circumstances existing at the time made, and each Statement of Work is subject to equitable adjustment upon any material change in such information or circumstances, the occurrence of an excusable delay or upon modification of the scope, timing or level of work to be performed by Riskconnect. Either party will be entitled to propose changes to a signed Statement of Work. It is mutually acknowledged that any such change may affect

the Implementation Charges payable under the applicable Statement of Work. Neither party shall have any obligation respecting any change until an appropriate change order or amendment to the applicable Statement of Work is executed and delivered by both parties.

- 2.4 Riskconnect will be excused from delays in performing, or from a failure to perform, the Implementation Services to the extent that such delays or failures result from the Customer's failure or delay in furnishing necessary information, equipment or access to facilities, delays or failure by the Customer in completing tasks required of the Customer or in otherwise performing the Customer's obligations under this Agreement, and any assumption contained in a Statement of Work which is untrue or incorrect will be considered an excusable delay or excusable failure to perform and may impede or delay completion of the Implementation Services. The Customer further acknowledges that such delays or failures may result in additional Implementation Charges. Riskconnect shall promptly notify the Customer of any act or omission of the Customer or other event or matter referenced in this Section 2.4.
- 2.5 For any Implementation Services to be provided by Riskconnect at any of the Customer's sites, the Customer shall ensure that such sites are safe and provide Riskconnect's personnel with:
- 2.5.1 reasonable access to and use of the Customer's facilities and relevant information, including software, hardware and documentation, and an adequate Internet connection; and
- 2.5.2 any other items set forth in a Statement of Work.
- 2.6 The Customer will ensure that all Customer personnel who may be required for the successful completion of the Implementation Services will, on reasonable notice and in a timely manner:
- 2.6.1 be available to assist Riskconnect's personnel by answering business, technical and operational questions and providing requested documents, guidelines and procedures;
- 2.6.2 participate in the Implementation Services as outlined in the relevant Statement of Work;
- 2.6.3 participate in progress and other Implementation Services related meetings as defined in the relevant Statement of Work; and
- 2.6.4 be available to assist Riskconnect with any other activities or tasks required to complete the Implementation Services in accordance with the relevant Statement of Work.
- 2.7 The Customer shall fully co-operate, and shall procure that all relevant third parties fully co-operate, with Riskconnect in the performance of the Implementation Services, and shall provide in a timely and accurate manner such information as Riskconnect may reasonably require in respect of the Implementation Services.
- 2.8 If the Customer requests Riskconnect to provide Professional Services, it shall inform Riskconnect and where Riskconnect agrees to provide such Professional Services the parties shall seek to agree a Statement of Work. Once a Statement of Work is agreed and signed between the parties Riskconnect shall provide the relevant Professional Services in accordance with this Section 2, with the words "Implementation Services" being read as replaced with the words "Professional Services".

3 License

- 3.1 Riskconnect hereby grants to the Customer a personal, non-transferable, non-exclusive license for the License Period to Use in object code form the Software and the Documentation for its own internal business purposes only, and in particular where relevant for the purpose set out in the relevant Transaction Document, subject to the terms and conditions of this Agreement.
- 3.2 The Customer acknowledges and agrees that it is licensed to Use the Software for up to the number of Users provided for in the relevant Transaction Document and that Users are granted rights in respect of the Software in accordance with the Roles Schedule. Additional licenses can be purchased at

Riskconnect's then current fee rates or as otherwise agreed with Riskconnect. Riskconnect may non-materially amend the Roles Schedule at any time without notice to the Customer and the Customer acknowledges that it is bound to whichever version of the Roles Schedule is available on the Support Portal from time to time. Notwithstanding the above, Riskconnect shall not amend the Roles Schedule in a manner that is materially and adversely detrimental to the Customer.

- 3.3 In relation to calculating the number of Users, Users are counted on a named user basis and a person will count as a User regardless of whether he accesses the Software directly or indirectly, with the exception that the parties may agree that persons accessing the Software indirectly but deriving benefit from it shall count as a separate class of beneficiary rather than as a User ("Beneficiaries"). No sharing of access authorizations by Users is permitted. A separate License Fee will apply in respect of Beneficiaries. All references to Users in this Agreement shall be deemed references to Beneficiaries where the context allows. Under no circumstances shall Beneficiaries be permitted to access the Software directly.
- 3.4 The Customer shall:
- 3.4.1 ensure that the number of persons Using the Software does not exceed the number of Users for which the Customer has paid License Fees, and shall act reasonably in redesignating Users;
 - 3.4.2 ensure that Users do not exceed their authorities or roles set out in the Roles Schedule;
 - 3.4.3 ensure that it meets the system requirements and pre-requisites for the Software as notified to it from time to time by Riskconnect; and
 - 3.4.4 keep a complete and accurate record of the Customer's copying and disclosure of the Software and its Users, and produce such record to Riskconnect on request from time to time.
- 3.5 Subject to ensuring strict compliance with the terms of this Agreement and remaining within the number of Users permitted by the relevant Transaction Document, the Customer shall be permitted to sub-license its rights in respect of the Software and the Documentation to any of its Affiliates engaged in the same project for which Use of the Software is licensed by Riskconnect. The Customer shall be responsible for any breach of this Agreement arising from the acts or omissions of any such Affiliate.
- 3.6 In addition to Section 3.5, subject to ensuring strict compliance with the terms of this Agreement and remaining within the number of Users permitted by the relevant Transaction Document, the Customer shall be permitted to sub-license its rights in respect of the Software and the Documentation to any Divested Entity engaged in the same project for which Use of the Software is licensed by Riskconnect for a period not exceeding six months from the Date of Disposal. The Customer shall be responsible for any breach of this Agreement arising from the acts or omissions of any such Divested Entity.
- 3.7 Unless agreed otherwise by Riskconnect, the Customer is responsible for obtaining and paying for any other software required for Use of the Software, including any operating system software, database software, or third party application software.

4 Copying the Software

- 4.1 The Customer may make back-up copies of the Software and Documentation as may be necessary for its lawful use. The Customer shall record the number and location of all copies of the Software and take steps to prevent unauthorized copying and access to the Software and any copies.
- 4.2 The Customer further acknowledges and agrees that:
- 4.2.1 any copy of the Software and Documentation must bear the same copyright marks and any proprietary and legal notices as the original;

4.2.2 the provisions of this Agreement shall apply to any copy of the Software and Documentation as they apply to the original; and

4.2.3 the Customer shall keep exclusive possession of and control over any copy of the Software in its possession and shall effect and take commercially reasonable measures to safeguard the Software from access or use by any unauthorized person.

5 Maintenance and Support Services

5.1 Unless provided otherwise in the relevant Transaction Document, and subject to earlier termination of this Agreement, Riskconnect shall provide the Maintenance and Support Services for the Initial Support Period upon the terms and conditions of this Agreement, and in particular in accordance with the Support Policy. The Maintenance and Support Services shall continue in force for additional 12 month periods by executing a written order (each a "Renewal Period"). Either party may give notice at the relevant time to terminate only the Maintenance and Support Services provided pursuant to a specific Transaction Document, but not only part of the same unless agreed otherwise by the other party.

5.2 If the Customer terminates any Maintenance and Support Services in accordance with Section 5.1, or Riskconnect terminates the Maintenance and Support Services due to the Customer's breach, and the Customer subsequently requests Riskconnect to re-commence providing such Maintenance and Support Services and Riskconnect agrees to do so, Riskconnect shall be entitled as a condition to re-commencing the Maintenance and Support Services to charge a re-commencement fee of up to 100% of the charges that would have been paid during the period of no support had Maintenance and Support Services been provided uninterrupted and to reflect any effort required of Riskconnect to implement any Maintenance Releases released by Riskconnect during that period.

5.3 Riskconnect shall provide the Maintenance and Support Services during Standard Support Hours. Riskconnect may provide Maintenance and Support Services outside the Standard Support Hours at its sole discretion, which provision may be subject to charges at its then standard rates for such additional services.

5.4 Riskconnect may non-materially amend the Support Policy at any time without notice to the Customer and the Customer acknowledges that it is bound to whichever version of the Support Policy is available on the Support Portal from time to time. Notwithstanding the above, Riskconnect shall not amend the Support Policy in a manner that is detrimental to the Customer without the Customer's prior written consent.

5.5 The Customer shall:

5.5.1 notify Riskconnect promptly of any fault in the Software which requires the provision of Maintenance and Support Services;

5.5.2 keep full back-up copies of all of its data;

5.5.3 give at least 60 days' prior written notice of any change to the locations at which Riskconnect may be required to attend to provide the Maintenance and Support Services;

5.5.4 comply with the Support Policy;

5.5.5 provide reasonable co-operation to Riskconnect to assist diagnosis and replication of any Software fault; and

5.5.6 provide Riskconnect with access to its premises and the Software (including by remote access) to the extent necessary to enable Riskconnect to perform the Maintenance and Support Services.

- 5.6 In addition to any exclusions in the Support Policy, the Maintenance and Support Services do not include:
- 5.6.1 support or maintenance of any software, accessories, attachments, computer hardware, systems or other devices other than the Software;
 - 5.6.2 diagnosis or rectification of problems not attributable to the Software;
 - 5.6.3 repair of damage arising from transportation or relocation of computer hardware equipment, or the Software not performed by Riskonnect;
 - 5.6.4 failure of any electrical power, air conditioning or humidity control;
 - 5.6.5 any modifications by the Customer or a third party to the Software not authorized in writing by Riskonnect;
 - 5.6.6 any fault arising from the Customer's breach of this Agreement or operator error; or
 - 5.6.7 rectification or restoration of lost or corrupted data to the extent not caused by the Software or Riskonnect.
- 5.7 Any additional services that Riskonnect provides to the Customer covering the matters in Section 5.6 shall be provided under and on the basis of the terms in this Agreement and shall be charged for at Riskonnect's then standard rates for such additional services.

6 Implementation Charges, License Fees and Maintenance Charges

- 6.1 In consideration of the provision of the Implementation Services, the Customer shall pay the Implementation Charges. The Customer will also reimburse Riskonnect for all reasonable out-of-pocket travel expenses paid or incurred by Riskonnect in connection with the Implementation Services and any other reimbursable items set forth in each Statement of Work in accordance with FAR 31.205-46 and the Federal Travel Regulation (FTR). Customer shall only be liable for such travel expenses as approved by Customer and funded under the applicable ordering document.
- 6.2 Riskonnect will invoice the Customer for all Implementation Charges and reimbursable items payable to Riskonnect on a monthly basis or as otherwise set out in a Statement of Work.
- 6.3 In consideration of the grant of the license to Use the Software to the Customer, the Customer shall pay the License Fees in accordance with the relevant Transaction Document.
- 6.4 The Maintenance Charges shall be paid by the Customer to Riskonnect or its authorized reseller as applicable on or before the Effective Date and on the commencement of each Renewal Period. If a Transaction Document is signed during a contract year, the Maintenance Charge in such Transaction Document shall be pro-rated for that contract year and the relevant Maintenance Charges shall be paid on signature. No payment shall be considered made until it is received by Riskonnect in cleared funds. The Maintenance Charges do not include travel or subsistence expenses reasonably and properly incurred in the provision of the Maintenance and Support Services which the Customer shall reimburse to Riskonnect on receipt of a proper invoice in accordance with FAR 31.205-46 and the Federal Travel Regulation (FTR).
- 6.5 If the Customer gives Riskonnect no less than 90 days' prior written notice to reduce the number of User licenses at any time, such reduction shall only apply with effect from the end of the Initial Support Period or relevant Renewal Period. The Maintenance Charges due after such date shall be recalculated against the list price that would have been charged if the License Fees had been calculated at Riskonnect's published headline rate for such User licenses. For the avoidance of doubt no License Fees shall be reimbursed to the Customer and the Customer shall be required to re-purchase licenses should it decide in future to increase User numbers.

- 6.6 Where the License Fees and Maintenance Charges are by reference to the number of employees within the Customer's organisation, the Customer shall notify Riskconnect promptly if and when the number of employees increases so that the Customer moves into the next License Fees and/or Maintenance Charges bracket. The Customer shall at such time pay any increased License Fees and/or Maintenance Charges for that bracket pursuant to Section 6.8. No refunds are due if the number of employees decreases.
- 6.7 Riskconnect 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 552.212-4(k).
- 6.8 The Customer shall pay all valid and undisputed invoices within 30 days of receipt date or as otherwise set out in a Statement of Work or Transaction Document. The Customer shall notify Riskconnect of any dispute in respect of any invoice within 14 days of its receipt of such invoice and shall in any event pay any part that is not subject to dispute in accordance with this Section 6.8.
- 6.9 If the Customer fails to pay any sum by its due date, then without prejudice to Riskconnect's other rights and remedies, Riskconnect may charge interest on the overdue sum at the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.
- 6.10 Subject to Section 6.11, the Customer shall not assert any credit, set-off or counterclaim against Riskconnect in order to justify withholding payment of any sum due under this Agreement (whether in whole or in part).
- 6.11 If the Customer is required by law to deduct withholding tax from any payment to Riskconnect under this Agreement, the Customer shall use reasonable endeavors to reduce that tax to the lowest level possible and shall promptly provide to Riskconnect evidence of receipt by the relevant tax authority of any sum that is deducted by the Customer as withholding tax.

7 Obligations of the Customer in respect of the Software

- 7.1 The Customer shall Use, and shall procure that any Affiliate and Divested Entity to which it grants a sub-license shall Use, the Software, to process data for its and their own internal business purposes only, and in particular for any express purpose set out in a Transaction Document. The Customer shall not make the Software available for access or use by any person or entity other than the Users (or Beneficiaries where agreed). Under no circumstances shall the Customer in its Use of the Software act as a service bureau or an application service or managed services provider.
- 7.2 Subject to Government security requirements, the Customer shall permit Riskconnect and/or its authorized representatives to inspect and have access to the Customer's premises (or those of any sub-licensed Affiliate or Divested Entity), and to the computer equipment and systems located at such premises at or on which the Software is being used, and any records kept pursuant to this Agreement, for the purpose of ensuring that the Customer is complying with the terms of this Agreement, and/or promptly provide such information to Riskconnect as to Use of the Software and the number of Users and/or employees as Riskconnect may reasonably require. Riskconnect shall provide reasonable advance notice to the Customer of such inspections, which shall take place at reasonable times. If an inspection reveals that the number of Users (or Beneficiaries) has been exceeded, or where License Fees and/or Maintenance Charges are by reference to the number of employees within the Customer's organisation, that the number of employees exceeds the number in the bracket for which the Customer has paid License Fees and/or Maintenance Charges, the Customer shall pay to Riskconnect such fees as would have been levied (in accordance with Riskconnect's fees per User or Beneficiary current at the date of the audit) had it paid for the correct number of Users or Beneficiaries or for the correct price bracket, together with interest at the rate provided in Section 6.9 from the date unauthorized use commenced to the date of payment. Subject to such breach not being a persistent or deliberate breach by the Customer and the Customer paying such fees and any variation in the Maintenance Charges due from such date based on such increased fees, Riskconnect shall not pursue any further remedy against the Customer in respect of such breach.

Riskconnect shall give notice in writing to the Customer at such time as it considers a breach to be persistent or deliberate and any further breach of the same or of a similar nature shall permit Riskconnect to exercise its rights of termination for material breach not capable of remedy under Section 16.

- 7.3 Riskconnect additionally reserves the right to require the Customer from time to time to submit a declaration of compliance with the provisions of this Agreement, including in relation to the number of employees within the Customer's organisation from time to time, such declaration to be provided within 60 days of the Customer's receipt of such request.
- 7.4 Except to the extent permitted by law, the Customer shall not alter, modify, adapt or translate the whole or any part of the Software nor permit the whole or any part of the Software to be decompiled, disassembled or reversed engineered nor attempt to do any such things. To the extent that the law grants the Customer the right to decompile the Software in order to obtain information necessary to render the Software interoperable with other computer programs used by the Customer, Riskconnect undertakes to make such information available to the Customer and may charge the Customer for any reasonable fees incurred for doing so. In order to ensure that Riskconnect receives the appropriate information, the Customer undertakes and agrees it shall first provide Riskconnect with sufficient details of the Customer's objectives and the other software concerned. Requests for the appropriate information should be made in writing to Riskconnect. The Customer may not use any such information provided by Riskconnect or obtained by the Customer during any such reduction permitted under this Section 7.4 to create any software whose expression is substantially similar to that of the Software nor use such information in any manner which would be restricted by any copyright subsisting in it.
- 7.5 The Customer shall:
- 7.5.1 be responsible for system administration, security (including virus-checking rules), back-ups, restores and all recovery actions;
 - 7.5.2 unless otherwise agreed, be responsible for obtaining suitable licenses of third party software which are required for the full use of the Software and obtain and maintain any necessary licenses, consents and permissions necessary for Riskconnect to perform its obligations under this Agreement; and
 - 7.5.3 provide all assistance as may reasonably be required by Riskconnect under this Agreement.

8 Hosting Services

Any hosting services that the Customer may request Riskconnect to provide in respect of the Software shall be subject to a separate hosting agreement to be agreed between the parties. In the event of any discrepancy between this Agreement and any such hosting agreement the terms of the hosting agreement shall prevail.

9 Intellectual Property Rights

- 9.1 The Customer acknowledges that as between it and Riskconnect all Intellectual Property Rights in the Software, the products of the Services and the Documentation belong to Riskconnect, and the Customer shall have no rights in or to the Software other than the right to Use it in accordance with the terms of this Agreement. The Customer's rights in respect of the products of the Services and the Documentation are limited to the right to use such materials for the purpose of Using the Software in accordance with this Agreement.
- 9.2 The Customer shall not make any representation or do any act which may be taken to indicate that it has any right, title or interest in or to the ownership or use of the Intellectual Property Rights in the Software, the products of the Services or the Documentation except under the terms of this Agreement.
- 9.3 The Customer shall not delete, modify or otherwise alter in any manner whatsoever any copyright marks or proprietary or legal notices in or on the Software or the Documentation.

- 9.4 The Customer shall give Riskconnect full particulars in writing of any use by any person, firm, or company of the Intellectual Property Rights in the Software, the products of the Services or the Documentation which may infringe Riskconnect's right, title and interest in and to the Intellectual Property Rights in the Software, the products of the Services or the Documentation.
- 9.5 The Customer shall ensure that all Users are advised that all Intellectual Property Rights in the Software, the products of the Services and the Documentation are the property of Riskconnect and shall ensure that all Users comply with the terms and conditions of this Agreement.
- 9.6 Riskconnect acknowledges that it has no rights in the data input into the Software by the Customer or any output data arising from Use of the Software.

10 Indemnities

- 10.1 Riskconnect undertakes at its own expense to defend the Customer or, at its option, settle any claim or action brought against the Customer alleging that the Use of the Software as permitted by this Agreement infringes the Intellectual Property Rights of a third party ("Infringement Claim") and shall be responsible for any damages, reasonable costs (including legal fees) and expenses incurred by or awarded against the Customer as a result of any such Infringement Claim. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute 28 U.S.C. §516. For the avoidance of doubt, Section 10.1 shall not apply where the Infringement Claim in question is attributable to use of the Software (or any part thereof) by the Customer other than as permitted by this Agreement, use of the Software in combination with any hardware or software not supplied or specified by Riskconnect if the infringement would have been avoided by the use of the Software not so combined, or use of a non-current Major Release. It is a condition of the indemnity in this Section 10.1 that:

10.1.1 Riskconnect is given control of the Infringement Claim;

10.1.2 the Customer does not prejudice Riskconnect's defence of the Infringement Claim; and

10.1.3 the Customer gives Riskconnect all reasonable assistance with the Infringement Claim at Riskconnect's expense.

- 10.2 If an Infringement Claim is made or threatened then without prejudice to the rights and remedies of the Customer under Section 10.1, Riskconnect may at its option:

10.2.1 procure the right for the Customer to continue using those elements of the Software to which the Infringement Claim relates; or

10.2.2 modify or replace those elements of the Software to which the Infringement Claim relates in order to remove them from the scope of the Infringement Claim provided that:

(a) the performance and functionality of the replaced or modified item is at least equivalent to the performance and function of the original item;

(b) there is no additional cost to the Customer; and

(c) the terms of this Agreement shall apply to the modified or replaced items.

- 10.3 This Section 10 states Riskconnect's entire liability to the Customer in respect any Infringement Claim.

11 Warranties

- 11.1 Riskconnect warrants to the Customer that the Services will be performed:

11.1.1 in accordance with all applicable laws; and

- 11.1.2 with reasonable skill and care and using suitably experienced personnel.
- 11.2 If the Customer notifies Riskconnect in writing of any breach by Riskconnect of the warranties contained in Section 11.1.2, Riskconnect shall, at its own expense, use reasonable endeavors to remedy that breach within 30 days following receipt of such notice, failing which the Customer may pursue such rights and remedies as are available to it.
- 11.3 In respect of the Software licensed under each Transaction Document, Riskconnect warrants that:
- 11.3.1 it has the right to grant to the Customer a license to Use the Software as contemplated by this Agreement; and
- 11.3.2 the Software will conform in all material respects to the Documentation and be free from material defects for a period of 60 days from completion of the Implementation Services (“Warranty Period”).
- 11.4 Subject to Section 11.5, if within the Warranty Period the Customer notifies Riskconnect in writing of any defect or fault in the Software in consequence of which it fails to conform to Section 11.3.2, Riskconnect shall, at its option, promptly repair or replace the Software.
- 11.5 Riskconnect shall not be liable for any breach of the warranties set out in Section 11.3.2 to the extent caused by a modification, variation or addition to the Software not performed by or on behalf of Riskconnect, or any incorrect use, abuse or corruption of the Software by the Customer, or any other defect or deficiency in, or a failure of, the equipment upon which the Software is operated. The Customer must provide all reasonable information requested by Riskconnect to resolve the defect or fault.
- 11.6 Riskconnect does not warrant that the Software will meet the Customer’s requirements or that its operation will be uninterrupted or error-free.
- 11.7 ALL OTHER CONDITIONS, WARRANTIES OR OTHER TERMS OTHER CONDITIONS, WARRANTIES OR OTHER TERMS WHICH MIGHT HAVE EFFECT BETWEEN THE PARTIES OR BE IMPLIED OR INCORPORATED INTO THIS AGREEMENT OR ANY COLLATERAL CONTRACT, WHETHER BY STATUTE, COMMON LAW OR OTHERWISE, ARE TO THE FULLEST EXTENT PERMITTED BY LAW HEREBY EXCLUDED, INCLUDING THE IMPLIED CONDITIONS, WARRANTIES OR OTHER TERMS AS TO SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR PURPOSE OR THE USE OF REASONABLE SKILL AND CARE.

12 Liability

- 12.1 IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY LOST PROFITS, REVENUES OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO (1) PERSONAL INJURY OR DEATH RESULTING FROM LICENSOR’S NEGLIGENCE; (2) FOR FRAUD; OR (3) FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW.
- 12.2 EACH PARTY’S’ TOTAL LIABILITY UNDER THIS AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE UNDER OR IN CONNECTION WITH THIS AGREEMENT, TO THE OTHER PARTY SHALL IN NO CIRCUMSTANCES EXCEED THE AMOUNT OF FEES PAID OR PAYABLE TO RISKCONNECT UNDER THIS AGREEMENT IN THE TWELVE MONTHS PRECEDING THE CLAIM OF LIABILITY.
- 12.3 THE CUSTOMER AGREES THAT, IN ENTERING INTO THIS AGREEMENT, EITHER IT DID

NOT RELY ON ANY REPRESENTATIONS (WHETHER WRITTEN OR ORAL) OF ANY KIND OR OF ANY PERSON OTHER THAN THOSE EXPRESSLY SET OUT IN THIS AGREEMENT OR IF IT DID RELY ON ANY REPRESENTATIONS, WHETHER WRITTEN OR ORAL, NOT EXPRESSLY SET OUT IN THIS AGREEMENT THAT IT SHALL HAVE NO REMEDY IN RESPECT OF SUCH REPRESENTATIONS AND (IN EITHER CASE) RISKONNECT SHALL HAVE NO LIABILITY IN ANY CIRCUMSTANCES OTHERWISE THAN IN ACCORDANCE WITH THE EXPRESS TERMS OF THIS AGREEMENT.

- 12.4 RISKONNECT SHALL NOT BE LIABLE FOR ANY LOSS TO THE EXTENT ARISING OUT OF ANY FAILURE BY THE CUSTOMER TO KEEP FULL AND UP TO DATE BACK UPS OF ITS DATA IN ACCORDANCE WITH BEST COMPUTING PRACTICE.

13 Data Protection

- 13.1 If in providing the Services Riskconnect processes any personally identifiable information (“PII”) belonging to the Customer, Riskconnect shall:
- 13.1.1 undertake processing of PII only in accordance with the terms of this Agreement and within the scope of any lawful instructions received from the Customer;
 - 13.1.2 keep all PII confidential and provide appropriate technical and organizational measures against unauthorized or unlawful processing, accidental loss or destruction or damage;
 - 13.1.3 take all reasonable steps to ensure the reliability of any of its staff who have access to PII processed in connection with this Agreement; and
 - 13.1.4 only appoint another person or organization to process PII on the Customer’s behalf on terms equivalent to those in this Section 13.
- 13.2 The Customer shall ensure that the Customer is entitled to transfer the relevant PII to Riskconnect so that Riskconnect may lawfully process the PII in accordance with this Agreement.

14 Confidentiality

- 14.1 Each party (as “Receiving Party”) agrees that it shall not use, divulge or communicate to any person other than its sub-contractors and Affiliates without the express prior written consent of the other party (as “Disclosing Party”) any Confidential Information of the Disclosing Party which may come to the Receiving Party’s knowledge or into its possession.
- 14.2 The Receiving Party shall ensure that persons referenced in Section 14.1 are aware of the provisions of this Section 14 and the Receiving Party shall be responsible to the Disclosing Party in respect of any loss or damage which may be sustained or incurred by the Disclosing Party as a result of any breach of this Section 14 by the Receiving Party or any such persons.
- 14.3 The restrictions contained in this Section 14 shall not apply to any Confidential Information which:
- 14.3.1 is or becomes generally available to the public other than as a result of a breach of this Agreement;
 - 14.3.2 the Receiving Party can demonstrate was in its possession prior to the time of disclosure to it by the Disclosing Party;
 - 14.3.3 was lawfully acquired from others who did not obtain it in circumstances which gave rise to any obligation of confidentiality (express or implied) owed to the Disclosing Party; or
 - 14.3.4 is required to be disclosed by law or the requirements of any recognised stock exchange. Riskconnect recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which may require that certain information be released, despite being

characterized as “confidential” by Riskconnect.

14.4 The provisions of this Section 14 shall survive the termination of this Agreement.

15 Export

15.1 Neither party shall export, directly or indirectly, any technical data acquired from the other party under this Agreement (or any products, including software, incorporating any such data) in breach of any applicable laws or regulations (“Export Control Laws”), including United States export laws and regulations, to any country for which the UK or US government or any agency thereof at the time of export requires an export license or other governmental approval, without first obtaining such license or approval.

15.2 Each party undertakes:

15.2.1 contractually to oblige any third party to whom it discloses or transfers any such data or products to make an undertaking to it in similar terms to Section 15.1; and

15.2.2 if requested, to provide the other party with any reasonable assistance, at the reasonable cost of the other party, to enable it to perform any activity required by any competent government or agency in any relevant jurisdiction for the purpose of compliance with any Export Control Laws.

16 Termination

16.1 The license granted under each Transaction Document shall expire at the end of the applicable License Period unless extended by agreement in writing between the parties or terminated earlier in accordance with this Agreement.

16.2 When the Customer 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, Riskconnect 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.

16.3 Termination of this Agreement by effluxion of time at the end of the Term affects only the ability of the Customer to seek Software and Services from Riskconnect under the terms of this Agreement and does not affect the Customer’s continuing right to Use the Software then licensed to the Customer for the remainder of the applicable License Period, and Riskconnect’s right to enforce its rights, pursuant to its terms.

16.4 Subject to Section 16.4, on termination of this Agreement all rights granted to the Customer under this Agreement shall cease and the Customer shall immediately:

16.3.1 cease all activities authorized under this Agreement;

16.3.2 return the Software and the Documentation and all copies of the Software and the Documentation to Riskconnect or, at Riskconnect’s option, destroy the same and on written request, certify to Riskconnect that they have been so destroyed; and

16.3.3 where the Agreement has been terminated by Riskconnect under Section 16.2 or by either party under Section 17.3 pay to Riskconnect any unpaid portion of the License Fees, Maintenance Charges and any other sums stated to be due to Riskconnect pursuant to Transaction Documents and Statements of Work then in effect, or where applicable the terminated Transaction Documents and Statements of Work. Such License Fees, Maintenance Charges and other sums payable include all sums referenced in the applicable Transaction Documents and Statements of Work and falling due after the effective date of

termination, which payments the Customer acknowledges and agrees represent a genuine pre-estimate of Riskconnect's loss in the applicable circumstances.

- 16.4 Any expiry or termination of this Agreement shall not affect any accrued rights or liabilities of either party, nor shall it affect the coming into force or the continuance in force of Sections that are expressed to come into force or continue in force on expiry or termination or that do so by implication.

17 Force Majeure

- 17.1 In accordance with GSAR 552.212-4(f), neither party will be liable for any failure or delay in its performance under this Agreement due to causes beyond its reasonable control, including acts of God, failure of the internet or telecommunication networks, war, terrorism, natural disaster, fire, strikes, and civil disorder (collectively referred to as "Force Majeure").

- 17.2 If the performance by a party of its obligations under this Agreement is affected by Force Majeure, then:

17.2.1 it (the "Affected Party") shall give written notice to the other (the "Non-Affected Party") specifying the nature and extent of the Force Majeure, promptly on becoming aware of the Force Majeure and will use reasonable endeavors to mitigate the severity of the Force Majeure;

17.2.2 the date for performance of such obligation shall be deemed suspended only for a period equal to the delay caused by such event; and

17.2.3 the Affected Party shall not be entitled to payment from the Non-Affected Party in respect of extra costs and expenses incurred by the Affected Party by virtue of the Force Majeure.

18 Non-solicit

- 18.1 Neither party shall for a period of six months from the Effective Date directly or indirectly, solicit or entice away (or attempt to solicit or entice away) from the employment of the other party any employee of the other party who is employed or engaged in the sale or procurement of the Software or the receipt or provision of the Services.

- 18.2 A party shall not be in breach of Section 18.1 as a result of running a national advertising campaign open to all comers and not specifically targeted at any of the staff of the other party.

19 General

- 19.1 Unless expressly provided otherwise, no amendment of any provision of this Agreement shall be effective unless made by a written instrument signed by both parties.

- 19.2 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other party, or authorize either party to make or enter into any commitments for or on behalf of the other party.

- 19.3 Each provision of this Agreement shall be construed separately and notwithstanding that the whole or any part of any such provision may prove to be illegal or unenforceable the other provisions of this Agreement and the remainder of the provision in question shall continue in full force and effect.

- 19.4 No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

- 19.5 Except as expressly provided in this Agreement, the Customer shall not sub-license, assign, transfer or novate the benefit or burden of this Agreement in whole or in part or allow the Software or Documentation to become the subject of any charge, lien or encumbrance, or deal in any other manner

with any or all of its rights and obligations under this Agreement, without Riskconnect's prior written consent.

- 19.6 This Agreement may be executed in any number of counterparts and on separate counterparts, and each counterpart shall when executed constitute an original of this Agreement and together all such counterparts shall constitute one and the same document. Executed copies of this Agreement transmitted electronically in either Tagged Image File Format ("TIFF") or Portable Document Format ("PDF") shall be treated as originals, fully binding and with full legal force and effect, and the parties waive any rights they may have to object to such treatment.
- 19.7 A person who is not a party to this Agreement shall not have any rights to enforce any of its terms.
- 19.8 This Agreement, together with any Transaction Documents and Statements of Work signed after the Effective Date, constitutes the entire agreement and understanding of the parties and supersedes any previous agreement or understanding (whether informal, written or oral) between the parties relating to the subject matter of this Agreement.
- 19.9 Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law. No right, power or remedy herein conferred upon or reserved for either party is exclusive of any other right, power or remedy available to that party and each such right, power or remedy shall be cumulative.

20 Notices

- 20.1 Any notice given to a party under or in connection with this Agreement shall be in writing in English and shall be deemed duly given if signed by or on behalf of a duly authorized officer of the party giving the notice and if left at or sent by first class post or by email to the address of the party receiving such notice as set out above or as notified between the parties for the purpose of this Section.
- 20.2 Any notice shall be deemed to be given to and received by the addressee:
- 20.2.1 at the time the same is left at the address of or handed to a representative of the party to be served;
 - 20.2.2 by post on the date not being a Sunday or public holiday two days following the date of posting; and
 - 20.2.3 if sent by email, at 9am on the next Business Day and provided that if any email produces an automated response reporting a failure to deliver, delayed delivery to the intended recipient or "out of office" reply, such email shall be deemed not to have been received by the addressee.
- 20.3 In proving the giving of a notice it shall be sufficient to prove that the notice was left or that the envelope containing the notice was properly addressed and posted, or that the applicable means of telecommunication was addressed and despatched and despatch of the transmission did not produce an automated response of the nature referenced in Section 20.2.3.

21 Governing Law and Jurisdiction

- 21.1 This Agreement is subject to the Federal laws of the United States.
- 21.2 **FURTHERMORE, THE PARTIES HERETO ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL RIGHT, BUT THAT THIS RIGHT MAY BE WAIVED. THE PARTIES EACH HEREBY KNOWINGLY, VOLUNTARILY AND WITHOUT COERCION, WAIVE ALL RIGHTS TO A TRIAL BY JURY OF ALL DISPUTES ARISING OUT OF OR IN RELATION TO THIS AGREEMENT, OR ANY OTHER AGREEMENT BETWEEN THE PARTIES.**

IN WITNESS WHEREOF this Agreement has been duly executed the day and year first before written

For **Riskonnect Active Risk Inc**

.....

Signature

.....

Printed Name

For **Customer**

.....

Signature

.....

Printed Name