

MASTER AGREEMENT

**MAY ONLY BE USED WHEN CUSTOMER
IS AN ENTITY OF THE UNITED STATES GOVERNMENT**

This Master Agreement (“**Agreement**”) is entered into as of the dated set forth in the Purchase Order, Statement of Work, or similar document (the “**Effective Date**”), by and between the GSA Multiple Award Schedule (MAS) Contractor acting on behalf of IronNet Cybersecurity, Inc. (“**IronNet**”) and U.S. Government Customer referred to as “the Ordering Activity” (“**CUSTOMER**”). The GSA MAS Contractor and CUSTOMER are hereinafter each called a “**Party**” or collectively the “**Parties.**”

End User License Agreement

I. Definitions

“**Computer Equipment**” means computer equipment that CUSTOMER or an Affiliate owns or has the lawful right to use.

“**Data Handling Guide**” means a Data Handling Guide to be agreed upon and executed by the Parties as referenced in Section VII.B of this Agreement, which is intended to govern the sharing of all Dome/Defense Information.

“**Dome/Defense Information**” means any information, including CUSTOMER Data and data from other Participants, collected and shared with and among IronNet, other Participants, or any other third party in connection with the Dome/Defense. All such data must be shared in accordance with the Data Handling Guide, and only data that has been shared as permitted by the Data Handling Guide will be considered Dome/Defense Information.

“**CUSTOMER Data**” means all data and other information received or accessible by IronNet from CUSTOMER including content input into, maintained in, or generated as output or reports arising out of IronNet’s provision of Services, or any such data or content otherwise provided to IronNet or its Representatives during the course of IronNet’s performance of the Services for the Dome/Defense, including, without limitation, system configurations, system needs, system history, system traffic, PII and other Protected Information of CUSTOMER, business operations, and any other non-public information and content about CUSTOMER, employees or other representatives to which IronNet or its Representatives may have access in the course of providing Services for the Dome/Defense. Technical Information, Dome/Defense Information, and CUSTOMER Proprietary Information originating from CUSTOMER or otherwise referencing or incorporating data from CUSTOMER subsets of CUSTOMER Data.

“**CUSTOMER IP**” means (i) any and all CUSTOMER business information and intellectual property of CUSTOMER prior to execution of this Agreement, including, without limitation, trade secrets, trademarks, or service marks, copyrights, patents, derivations, discoveries, concepts and ideas including, without limitation, the nature and results of research and development activities, processes, formulas, data, inventions, equipment, hardware, circuitry, technology, techniques, “know-how,” designs, prototypes, methods, pictures, drawings and specifications, and (ii) any derivative works of any of the foregoing.

“**Intellectual Property**” or “**IP**” means all patentable and unpatentable inventions, works of authorship or expression, whether tangible or intangible, including hardware, systems, computer programs, technical specifications, data collections and databases, and trade secrets, and other proprietary information. Intellectual Property also includes, as applicable, copyrights, trademarks, service marks, trade names, and logos.

“**Participant(s)**” means, individually or collectively, those companies and other members of the industry who sign a master agreement with IronNet to participate in the Dome.

“**Personally Identifiable Information**” or “**PII**” means, with respect to CUSTOMER, any and all personally identifying information about any individual customer, shareholder, employee (including former employees), contractor, or family member of an employee of CUSTOMER or any CUSTOMER Affiliate, including without limitation an individual’s name, Social Security number, employee number, tax identification number, financial account information, birth date, physical address, email address, user name, password, IP address, telephone number, health plan information, or medical information.

“**Project Equipment**” means all hardware, software, systems, deliverables, written materials, work product, and other Intellectual Property developed, created, conceived or reduced to practice by IronNet or any of its Representatives prior to, in the course of, or in connection with, the performance of the Services under this Agreement, expressly excluding any CUSTOMER Data or unique configurations applicable to CUSTOMER as provided in Article V, herein.

“**Protected Information**” means (i) with respect to CUSTOMER, tangible or intangible non-public and/or proprietary business information and data that is owned by, controlled by, or in the possession of CUSTOMER that is treated as confidential, proprietary, or otherwise not subject to public disclosure, including, without limitation, technical, business, marketing, financial, operations, personnel and customer information, Personally Identifiable Information, know-how, inventions, trade secrets, computer programs, databases, and network architecture; and (ii) with respect to IronNet, the Project Equipment and any associated documentation. Protected Information also includes any documents, notes, or other materials that contain, reflect, or are generated from any Protected Information.

“**Purchase Order**” means the procurement document issued by CUSTOMER that references or includes this Agreement and, among other things, identifies CUSTOMER and IronNet, the Services to be provided or a Statement of Work, and the compensation to be paid.

“**Representative**” means (i) IronNet, its affiliates (if any), and its subcontractors (if any permitted as required in this Agreement); (ii) the officers, directors, employees (full time, part

time, temporary, or leased), representatives, and agents of each of them; and (iii) all other persons or entities for whose conduct IronNet and any affiliates are responsible in their performance under this Agreement or any Purchase Order.

“**Software**” means software that CUSTOMER owns or has the right to use, excluding software provided or developed by IronNet as part of the Services.

“**Services**” means the services, functions, analytics, software, analysis, processes, responsibilities, activities, tasks, and Domes/Defense to be performed by IronNet under a Purchase Order issued pursuant to this Agreement, including, without limitation, provision of Project Equipment and the performance of all tasks as defined in a Purchase Order, including services that are ancillary to the provision of the Project Equipment, including all implementation, set-up, development, hunt collaboration, reach back support, alert management, analytic tuning, and threat intelligence support, maintenance, and training services, as may be further defined in the Purchase Order.

“**Statement of Work**” or “**SOW**” means that part of a Purchase Order describing the pricing and other details of the Services to be provided by IronNet as described in Article II below.

“**Subcontractor**” means a third party engaged by IronNet to assist IronNet with performing the Services and fulfilling IronNet’s obligations under this Agreement, including all subcontractors of each Subcontractor at any tier.

“**Technical Information**” means technical data or other information generated by IronNet or its Representatives in accordance with the Dome/Defense and pursuant to a Purchase Order specifically for CUSTOMER as embodied in reports and correspondence, but excluding any data or information constituting or that is a derivative work that does not specifically reference or incorporate data from CUSTOMER and IronNet’s proprietary information as defined in Section V.A., below.

Other terms may be defined in specific sections of this Agreement. Additional defined terms set forth in the Data Handling Guide and/or any IronDome / IronDefense design documentation used in connection with the Dome/Defense, including any glossary contained in such documentation, will have the meanings set forth therein. In the event of any conflict between the meaning assigned in those documents and the meanings assigned in this Agreement, this Agreement will control.

II. Statements of Work

This Agreement shall be referenced in conjunction with a Statement of Work incorporated as part of a Purchase Order between the GSA MAS Contractor and CUSTOMER for all goods and services provided by IronNet in connection with the Dome/Defense. Each SOW should describe (i) the specific Project Equipment and Services to be provided by IronNet, (ii) the pricing or cost of all hardware, software, services, and expenses, (iii) milestones, delivery dates, and acceptance criteria, and (iv) as applicable, any procedures, consequences, obligations, or remedies that may

vary or adjust the Acceptance Test procedures as set forth herein. A SOW must be in writing and signed by all relevant Parties.

III. Independent Contractors and Subcontracting

A. **Independent Contractor.** In its performance under this Agreement, IronNet is, and will at all times act as, an independent contractor and will be free to perform the obligations of this Agreement by such methods and in such manner as IronNet may choose, furnishing all labor, tools, equipment, and materials and doing everything else necessary to perform the Services properly and safely, having supervision over and responsibility for the safety, conduct, and actions of Representatives and control over and responsibility for its tools, equipment, and materials.. IronNet is liable for acts or omissions of all Representatives and Representatives' compliance with the Agreement's provisions. Unless explicitly stated in this Agreement, CUSTOMER has no liability to IronNet, Representatives, or any other person or entity arising from any action or inaction of any of them. No partnership, joint venture, agency, or employment relationship is created by this Agreement, any SOW, or any activity under this Agreement or any SOW, and IronNet and its Representatives will not act as an agent or employee of CUSTOMER.

B. **Subcontracting.** IronNet will not subcontract any of its obligations under this Agreement without the prior written permission of CUSTOMER, which permission may be withheld in CUSTOMER's sole discretion. In the event that IronNet receives permission and engages Subcontractors, IronNet will not be relieved of any duty or liability under this Agreement by reason of any subcontracting and will remain responsible to CUSTOMER for the full performance of this Agreement. IronNet is responsible for the acts and omissions of its Subcontractors to the same extent as if IronNet had committed such acts and omissions itself. IronNet shall oversee and supervise all Subcontractors in the provision of any aspect of the Work. IronNet will require all permitted Subcontractors to adhere to, and agree in writing, to be bound by and comply with all requirements of the Agreement, including, but not limited to, the confidentiality, privacy, and security requirements set forth in this Agreement. IronNet shall provide a complete list of proposed Subcontractors upon CUSTOMER's request. If CUSTOMER provides written notice to IronNet that it disapproves of any Subcontractor, which CUSTOMER may do in its sole discretion, then IronNet shall not use that Subcontractor to provide any part of the Services. Nothing in this Section IV.B shall in any way be construed to limit CUSTOMER's rights against IronNet or any Subcontractors. On an annual basis during the Term, IronNet will provide CUSTOMER with a written certification, signed by an officer of IronNet and each permitted Subcontractor, certifying that such Subcontractor is bound by and is complying with all requirements of the Agreement.

Requirements of Subcontracts. At CUSTOMER's request, IronNet shall provide CUSTOMER with a copy of any proposed contract between IronNet and a Subcontractor to verify that the subcontractor fully understands the requirement of IronNet to obtain all data and rights therein necessary to fulfill their obligations to the U.S. Government Customer under contract. If a subcontractor refuses to accept terms affording the Government those rights, the Contractor shall promptly notify the Contracting Officer of the refusal and shall not proceed with the subcontract award without authorization in writing from the Contracting Officer. Portions of any subcontract that do not need to be shown to CUSTOMER for that review, including but not limited to pricing and credit, may be redacted from the subcontract before it is delivered to CUSTOMER. CUSTOMER shall have the right to approve the terms of any such subcontract.

IV. IP and Ownership

A. **IronNet Proprietary Rights.** CUSTOMER acknowledges that, as between IronNet and CUSTOMER, any IronNet IP is the sole and exclusive property of IronNet. In addition, rights and title to all derivative works and related information processed on the Project Equipment and Dome/Defense Information as well as any related specifications and documentation except to the extent that such derivative work specifically references or incorporates data from CUSTOMER and all copies thereof shall be owned by IronNet only to the extent set forth in the copyright statute, 17 USC 103, and the FAR clause at 52.227-14 or as may be permitted by mutual written agreement between IronNet and the CUSTOMER's Contracting Officer at the Ordering Activity level. All applicable rights to patents, copyrights and trademarks will remain vested in IronNet, and CUSTOMER will not undertake to copyright, trademark, or apply for a patent with respect to the Equipment. For avoidance of doubt, this Agreement does not restrict or deprive CUSTOMER of any of their rights or proprietary interests in (i) any materials that existed prior to and/or independent of commencement of performance of Services ("**Pre-Existing Materials**"), (ii) in any configurations of or changes to Pre-Existing Materials used by CUSTOMER for purpose of implementing the Project Equipment and Services, (iii) any and all CUSTOMER IP.

B. **Rights to CUSTOMER Data and IP.** CUSTOMER shall retain exclusive title or other rights with respect to CUSTOMER Data and CUSTOMER IP, including such data input or output arising from use of the Equipment. The Parties agree to accept, receive, hold, or use CUSTOMER Data, whether in oral, written, or physical form, in the manner set forth in this Agreement. IronNet shall have no rights in the CUSTOMER Data or CUSTOMER IP, except for the limited right to use the CUSTOMER Data or CUSTOMER IP in connection with the Services during the term of this Agreement as set forth in this Article V.

C. **License Grants.** Subject to CUSTOMER's payment of the fees awarded under the GSA contract and other mutually agreed upon terms and conditions as specified in the applicable SOW, IronNet hereby grants to CUSTOMER a non-exclusive, fully paid license to use the Project Equipment and Services in accordance with this Agreement during the Term. CUSTOMER shall furnish Data solely for the purpose of, and only to the extent necessary for IronNet to develop, implement, and provide the Services purchased in accordance with this Agreement. IronNet shall not use the CUSTOMER Data for any other purpose. Each Party will do all things reasonably necessary or desirable to ensure the Parties' rights pursuant to this Agreement are enjoyed by the other consistent with the joint nature of the Dome/Defense and to the fullest extent permitted by applicable law.

V. CUSTOMER Protected Information / Confidentiality

A. **Confidentiality.** During the term of this Master Agreement and for a specified period thereafter, all information protectable by law under this Agreement shall be deemed "**Confidential Information**" and treated accordingly, subject to any restriction or exceptions as established by federal law. Notwithstanding anything to the contrary, this confidentiality clause

shall not terminate but shall continue in force throughout the term of this Agreement, and the Receiving Party's obligation to treat Confidential Information confidentially will survive for a period of two (2) years from the termination of this Agreement, except with regard to trade secrets, which shall be treated confidentially so long as they remain trade secrets under applicable law.

Licensor acknowledges that Federal agencies are subject to the Freedom of Information Act (FOIA) and some information may be released despite being characterized as "confidential" by IronNet, and IronNet agrees that courts of competent jurisdiction may require certain information that does not fall under certain exceptions to be released under FOIA (5 USC 552), and such information must be released when so required.

B. Return or Destruction of CUSTOMER Data. Within ten (10) days following expiration or termination of this Agreement, or following the completion of an SOW Dome/Defense for which CUSTOMER Data has been accessed but such access is no longer necessary, or at any time upon written demand, IronNet will (i) promptly deliver to CUSTOMER all CUSTOMER Data (including without limitation all data, records, backup copies, redundancies, and reports regarding CUSTOMER stored and/or recorded on any medium utilized) in such format as may be reasonably requested by CUSTOMER and in such hard copy as then exists, (ii) permanently delete, destroy, and/or erase any and all copies of CUSTOMER Data saved or stored on any and all media, including media or servers owned or controlled by a third party provider, whether for archival, backup, or similar purposes, and render such CUSTOMER Data permanently irretrievable in perpetuity, and (iii) certify in writing by an officer of IronNet that IronNet has completed and complied with the foregoing requirements.

VI. Privacy Protections and Information Sharing

A. Procedures for Handling CUSTOMER Data. To the extent CUSTOMER Data is received or accessed by IronNet, IronNet will hold all CUSTOMER Data in trust and confidence and will comply with (i) all applicable federal, state, and foreign laws, regulations and standards relating to the handling of third-party data and (ii) the procedures described in this Article VII (Privacy Protections and Information Sharing) and Articles VI (Confidentiality) and VIII (Security) of this Agreement. IronNet will only monitor, collect, use, receive, hold, or access CUSTOMER Data, other than Dome/Defense Information (which shall be handled in accordance with the Data Handling Guide), in accordance with policies and procedures approved and agreed to by CUSTOMER including abiding by the following requirements:

1. When collecting, storing, processing, or accessing CUSTOMER Data, IronNet's Project Equipment will not decrypt or otherwise remove the protections associated with encrypted or protected data, except as may be specifically requested or authorized in writing (including by electronic communication) by CUSTOMER, and only on terms and conditions set by CUSTOMER consistent with CUSTOMER security policies.

2. IronNet and its Representatives will not store the content of CUSTOMER Data (including but not limited to PII) or any proprietary CUSTOMER Data (collectively, “CUSTOMER Sensitive Data”) on any equipment or systems outside of CUSTOMER’s control except as specifically authorized or directed in writing (including by electronic communication) by CUSTOMER, and only on terms and conditions set by CUSTOMER consistent with CUSTOMER security policies. Any Personally Identifiable Information disclosed by CUSTOMER to IronNet or with which IronNet otherwise comes in contact while providing the Services will be deemed CUSTOMER Sensitive Data, regardless of whether it is labeled or designated as such. In the event that IronNet or its Representatives become aware that they have collected, received, or otherwise accessed any CUSTOMER Sensitive Information other than as permitted by this paragraph, then IronNet will promptly destroy the information and notify CUSTOMER of the circumstances of such incident.

3. Other than Dome/Defense Information, IronNet acknowledges and agrees that its personnel and Representatives will not have access to CUSTOMER Data except as specifically authorized or directed in writing (including by electronic communication) by CUSTOMER, and only on terms and conditions set by CUSTOMER consistent with CUSTOMER security policies.

B. Procedures for Handling Dome Information. CUSTOMER agrees to negotiate in good faith with the GSA MAS Contractor the terms and procedures of the Data Handling Guide (“Data Handling Guide”) that will be modified by the Ordering Activity to govern the exchange of all Dome/Defense Information with regard to that CUSTOMER. Neither IronNet nor any of the Project Equipment will store, process, exchange, share, transmit or otherwise communicate any CUSTOMER Data outside of CUSTOMER unless and until such time as the Data Handling Guide is executed by the Parties, except as otherwise permitted in accordance with Section A above.

C. Security. IronNet shall implement appropriate measures to ensure the security and confidentiality of all CUSTOMER Sensitive Data in its and its Subcontractors’ possession, including protecting against any threats or hazards to the security or integrity of any CUSTOMER Sensitive Data IronNet should reasonably be able to anticipate and against unauthorized access to or use of the CUSTOMER Sensitive Data.

D. Procedures for Data Breach / Inadvertent Disclosure of CUSTOMER Data. IronNet will notify CUSTOMER, and no other (except as may be required by applicable law or regulatory requirement, or as may be necessary for notification to or information sharing with other Participants in accordance with the Data Handling Guide), in writing immediately upon the discovery of an actual or reasonably suspected loss, unauthorized disclosure, or unauthorized use of CUSTOMER Data from, through or attributable to IronNet’s Project Equipment or Services, including a data breach of IronNet’s systems or another Participant’s systems (but without disclosing the Participant), but in no event later than four (4) hours after the discovery of same. IronNet will perform a root cause analysis and identify: (i) the nature of the unauthorized use or disclosure, (ii) the CUSTOMER Data used or disclosed (or in the case of another Participant, the nature of the data used or disclosed), (iii) if the use or disclosure involves CUSTOMER Data, who made the unauthorized use or received the unauthorized disclosure, (iv) what IronNet has done or will do to mitigate any deleterious effect of the unauthorized use or disclosure, and

(v) what corrective action IronNet has taken or will take to prevent future similar unauthorized uses or disclosures from occurring. IronNet will fully cooperate with CUSTOMER to investigate and resolve any data privacy or security issues arising from or caused by IronNet's Project Equipment or Services involving CUSTOMER Data, including any notifications related thereto. If at any time CUSTOMER determines, in its sole discretion, that sharing CUSTOMER Data causes or may cause unacceptable risk to CUSTOMER or the CUSTOMER Data, including but not limited to a Data Breach, CUSTOMER may, in its sole discretion and without additional liability to IronNet, suspend sharing of CUSTOMER Data until such time as the Data Breach or other cause of the unacceptable risk has been resolved to CUSTOMER's reasonable satisfaction.

VII. Security

A. **Security Requirements and Controls.** IronNet will ensure that IronNet, Representatives, and any third-party providers maintain the confidentiality, integrity, and security (both physical and electronic) of CUSTOMER Data. IronNet agrees to establish an information security program with respect to CUSTOMER Data that ensures the security and confidentiality of such data by protecting against any anticipated threats or hazards to, or unauthorized access to, disclosure or use of such data. IronNet will establish and maintain network and internet security procedures, security gateways and firewalls with respect to such data, and such safeguards and procedures will be no less rigorous than those safeguards and procedures maintained by IronNet for its own data of a similar nature.

B. **Network Access.** IronNet must comply, and must ensure that all Representatives who have access to CUSTOMER's or any Affiliate's network comply, at all times with the requirements set forth below.

1. Reserved
2. Grant of Right. Computer equipment and/or Software are used by CUSTOMER in the conduct of its business and contain trade secrets, Personally Identifiable Information or other proprietary or confidential business information. IronNet shall use and access the Customer's Computer Equipment and Software solely for the purposes expressly set forth in this Agreement and in accordance to the Statement of Work. IronNet shall comply with all policies and procedures governing use of and access to the Computer Equipment and Software that CUSTOMER may establish pursuant to the agency's Statement of Work and this Agreement.
3. Preservation of Computer Equipment, Software, and Data. Except as expressly permitted by CUSTOMER, IronNet shall take no action (directly or indirectly) pursuant to or by virtue of this Agreement if the effect thereof would be to (i) intentionally threaten the operability of the Computer Equipment or Software or (ii) intentionally change the form, substance or usefulness to CUSTOMER of the Software or the CUSTOMER Data in a manner that results in a negative impact to CUSTOMER or (iii) result in a threat to national security.

4. Reserved

C. **Data Location and Access.** CUSTOMER Data (other than Dome/Defense Information) will be stored, processed, accessed, hosted, transferred to, and/or viewed (collectively, “**Processed**”) exclusively in or from IronNet’s data centers located in the United States and in data centers on-premises at CUSTOMER, on dedicated hardware not shared with any other customer or Participant, or as otherwise permitted in writing (including by electronic communication) by CUSTOMER, and only on terms and conditions set by CUSTOMER consistent with CUSTOMER security policies. IronNet will not perform any such Processing outside of the United States without the prior written approval of CUSTOMER, and IronNet further agrees that (i) no non-U.S. citizen will access or have access to CUSTOMER Data (ii) IronNet understands U.S. nuclear export control laws and agrees to abide by them relative to all nuclear-related information that is processed by IronNet.

D. **Data Retention.** IronNet will retain Dome/Defense Information for only as long as provided in the Data Handling Guide executed between the GSA MAS Contractor and the CUSTOMER. To the extent IronNet or its Representatives receive or otherwise Process CUSTOMER Data other than Dome/Defense Information on any equipment or systems outside of CUSTOMER’s control, such CUSTOMER Data will be retained no longer than thirty (30) days unless and for only so long as expressly authorized by CUSTOMER or a SOW. IronNet will remove all CUSTOMER Data from any Project Equipment or other media taken out of service, and destroy or securely erase such media in a manner so as to render CUSTOMER Data irretrievable. IronNet will dispose of such media in accordance with industry best practices so as to protect against unauthorized access to or use of any CUSTOMER Data in connection with the destruction or erasure of such media. Notwithstanding the foregoing, IronNet shall be required to remove, destroy or erase electronic copies of materials or summaries containing or reflecting CUSTOMER Data that are automatically generated through data backup and/or archiving systems and which are not readily accessible by IronNet’s business personnel (it being agreed that IronNet shall maintain the confidentiality of any such retained electronic copies involving CUSTOMER Data in accordance with Articles VI and VII, above).

E. **Intrusion Detection.** CUSTOMER will have the right upon reasonable notice to have internal or external auditors, inspectors, regulators, employees or other representatives acting on its behalf that CUSTOMER may designate from time to time to inspect IronNet’s policies and procedures relating to intrusion detection and interception for the purpose of examining, testing, and assessing the Project Equipment. If any intrusion detection performed by CUSTOMER reveals significant non-compliance with the security requirements of this Agreement, then IronNet will promptly remedy any non-compliance to CUSTOMER’s satisfaction; provided, however, that if IronNet is unable to remedy such non-compliance to the satisfaction of CUSTOMER within ten (10) business days, then CUSTOMER, in its sole discretion, will have the right to terminate this Agreement without penalty.

F. **Reserved**

G. **Security Inspection Rights.** CUSTOMER will have the right upon reasonable notice to have internal or external auditors, inspectors, regulators, employees or other representatives acting on its behalf that CUSTOMER may designate from time to time to inspect

facilities (including data centers), equipment, and records of IronNet, its permitted subcontractors or third party providers, and their respective facilities relating to IronNet's compliance with the security and location requirements set forth in this *Security* Article. Any such audit will be conducted at IronNet's principal place of business or a third-party co-location facility, as applicable, during normal business hours, unless otherwise agreed, and at CUSTOMER's expense. If any such inspection reveals significant non-compliance with the security requirements of this Agreement, then IronNet will promptly remedy any non-compliance to CUSTOMER's satisfaction; provided, however, that if IronNet is unable to remedy such non-compliance to the satisfaction of CUSTOMER within ten (10) business days, then CUSTOMER, in its sole discretion, will have the right to terminate this Agreement without penalty.

VIII. Warranties

A. **General Representations.** IronNet Cybersecurity represents and warrants that as of the Effective Date of this Agreement: (i) it is a corporation or other business entity duly organized, validly existing, and in good standing under the laws of the state of its incorporation or formation; (ii) it has all requisite power and authority to enter into and perform its obligations under this Agreement; (iii) the person signing on its behalf is authorized to execute this Agreement; (iv) it is duly qualified to do business in and is in good standing with the officials of the state(s) in which the Services will be performed; and (v) no action, suit, or proceeding is pending or, to the best of its knowledge, threatened, that could have a material adverse effect on its ability to perform under this Agreement or on its operations, business, properties, assets, or financial condition.

B. **Project Equipment.** IronNet warrants that during the Term the Project Equipment will conform to and perform in material accordance with all documentation and specifications, provided that the exclusive remedy for breach of the foregoing warranty shall be IronNet's obligations expressly set forth in this Agreement and/or an applicable SOW.

C. **Performance Warranty.** IronNet warrants that it will perform all Services in a professional and workmanlike manner using properly qualified Representatives.

D. **Use of CUSTOMER Data.** IronNet represents and warrants that it will not use, reproduce, sell, distribute, or otherwise exploit CUSTOMER Data (including data in an aggregated or de-identified form) except as expressly permitted in writing by CUSTOMER, this Agreement, the SOW, and/or the Dome/Defense as a whole, and that its use of such data will be limited to such use as is necessary to perform and provide the Services to CUSTOMER and other Participants. CUSTOMER acknowledges that it has obtained appropriate consents and/or has provided all appropriate notices and disclosures necessary to permit IronNet to access CUSTOMER Data in accordance with, and as limited or restricted by, this Agreement, and for IronNet's use, reproduction, analysis, distribution, or other exploitation thereof as contemplated by this Agreement and the Dome/Defense without violation of any law, rule or regulation

(including any privacy laws) or third party intellectual property rights, privacy or other rights of any kind.

E. **Licensing Rights.** IronNet represents and warrants that, to its knowledge, it owns the Project Equipment such that it has an absolute right to allow CUSTOMER (and other Participants) to use the Project Equipment in accordance with the provisions of this Agreement or has obtained such rights, including applicable rights for open source software, that would allow CUSTOMER and other Participants to utilize the Project Equipment in accordance with the provisions of this Agreement.

F. **No Infringement.** IronNet represents and warrants that, to its knowledge, (i) the Project Equipment and (ii) the Services, and CUSTOMER's receipt thereof, in each case will not infringe any U.S. or foreign patent or copyright, misappropriate any trade secret or any other proprietary right of any third party, and IronNet has obtained, and will obtain, all rights and licenses required from third parties (including any rights attendant to post-employment restraints) to provide the Project Equipment and Services and otherwise perform its obligations under this Agreement.

G. **No Harmful Code.** IronNet represents and warrants that IronNet has used commercially reasonable means to ensure that the Project Equipment does not and will not contain, at the time issued or delivered by IronNet to CUSTOMER, any program, routine, device, malware, or other undisclosed feature, including, without limitation, a time bomb, virus, software lock, drop dead device, malicious logic, worm, Trojan horse, or trap door that is designed to delete, disable, deactivate, interfere with, or otherwise harm CUSTOMER's hardware, data, or other programs or that is intended to provide access or produce modifications not authorized by CUSTOMER (collectively, "**Harmful Code**"). If IronNet incorporates into the Project Equipment or Services programs or code supplied by third parties, IronNet must obtain comparable warranties from such third parties or IronNet must use commercially reasonable means to ensure that such programs or code are free of Harmful Code. Notwithstanding any other limitations in this Agreement, IronNet agrees to notify CUSTOMER immediately upon discovery of any Harmful Code that is, or that IronNet learns is likely to be, included in the Project Equipment or Services and, if Harmful Code is discovered or reasonably suspected to be present therein, IronNet agrees to take action immediately, at its own expense, to identify and eradicate (or to equip CUSTOMER to identify and eradicate) such Harmful Code and carry out any recovery necessary to remedy any impact of such Harmful Code.

H. **Unauthorized Access.** IronNet represents and warrants that it will use commercially reasonable means, consistent with applicable industry standards, to secure the Project Equipment, Services and CUSTOMER Data within IronNet's custody against "hackers" and others who may seek to breach the security of the Project Equipment or Services, including unauthorized access to CUSTOMER Data or unauthorized modifications to the Project Equipment, Services or CUSTOMER Data.

I. **Data Processing.** With respect to any Processing of CUSTOMER Data by IronNet, and subject to CUSTOMER's compliance with Section IX.D., IronNet warrants that it (i) has full legal authority to process such CUSTOMER Data in each jurisdiction in which such data will be Processed by IronNet; (ii) will use CUSTOMER Data only for authorized purposes and in accordance with the terms of this Agreement and the scope of the Dome/Defense; and (iii) has complied, and will comply, with all applicable law and regulations with respect to the

Processing of CUSTOMER Data by IronNet (including all applicable law and regulations regarding the Processing of PII).

J. **Export.** IronNet warrants that it has complied with, and will continue to comply with, all applicable laws, rules, and regulations of the United States and/or any foreign countries with respect to the exportation or importation of products, software, technical data or information outside of the United States or into the United States or into another country, including, but not limited to, obtaining any necessary consents and requesting or filing any documents with the Bureau of Industry and Security of the U.S. Department of Commerce or any successor governing body and the requirements set forth in Section XIV.J below. IronNet agrees that it will not use, distribute, transfer, or transmit any products, software, or technical data or information in violation of the United States or another country's export laws and regulations. IronNet will not directly or indirectly export or re-export Technical Information disclosed to it by CUSTOMER to any country, or citizen of any country, prohibited by United States or other countries' export laws and regulations.

K. **No Other Warranties.** Except as expressly provided in this Agreement and express or implied warranties of merchantability and fitness for a particular purpose, there are no other express or implied warranties with respect to this Agreement or any Project Equipment or Services furnished by IronNet under this Agreement.

IX. Indemnification

A. **IP Infringement.** Subject to the procedures and requirements of Section X.E., IronNet shall indemnify, and hold harmless CUSTOMER including their respective officers, directors, employees, contractors, and agents (each a "**CUSTOMER Entity**") from and against any Losses (as defined below) arising from any and all demands, claims, suits, proceedings, or actions of any kind or character brought by a third party (each, a "**Claim**") against the CUSTOMER Entities to the extent the Claim is based on a claim that any Project Equipment or Services, or any part of any of them, provided by IronNet in connection with the Dome/Defense constitutes a misappropriation of, an unauthorized use, or an infringement (collectively, "**Infringement**") of any trade secret, copyright, trademark, patent, or any other proprietary right of any third party, provided that IronNet shall have no obligation or liability for a Claim to the extent it arises out of: (a) IronNet's compliance with any material changes or additions to the specifications, requirements or directions by or on behalf of any CUSTOMER Entity, if the Infringement would not have occurred but for such material change or addition; (b) any unauthorized use or combination of the Project Equipment or Services with any software, services, process or other technology or materials not provided or authorized by IronNet, where, but for such combination or use, the Claim would have been avoided; (c) any unauthorized material modification to the Project Equipment or Services by any CUSTOMER Entity or any other person or entity other than IronNet where, but for such modification, the Claim would have been avoided; (d) violation of applicable law, rule or regulation or any use of the Project Equipment or Services not authorized hereunder by any CUSTOMER Entity where such conduct materially affects the Claim or consequences of the Claim; or (e) any continued use of any Project Equipment after an update or modification that avoids the Infringement while providing materially similar functionality has been provided by IronNet.

If any Project Equipment or Services, or any part of any of them (“**Infringing Item**”), are (in the reasonable opinion of IronNet) likely to be subject to such a Claim, or are in any such Claim held or likely to be held (in CUSTOMER’s reasonable determination) to constitute Infringement, or if CUSTOMER’s use of said Infringing Item is or is likely to be enjoined, IronNet may, at its sole expense, either (i) procure for CUSTOMER the right to continue using the Infringing Item as authorized hereunder; (ii) replace the Infringing Item with a non-infringing alternative that is materially equivalent in function and performance; or (iii) modify the Infringing Item so that it becomes non-infringing yet materially equivalent in function and performance. In the event it is not commercially practicable for IronNet to achieve any of the foregoing alternatives, then IronNet may remove the Infringing Item and refund the cost or fee applicable thereto, and CUSTOMER may immediately terminate this Agreement or the relevant SOW without any further penalty or liability to IronNet. The provisions of this Section constitute IronNet’s sole liability with respect to any Claim arising from alleged Infringement by the Services or Project Equipment, except those rights expressly authorized by Federal statute, law and regulation.

B. Non-IP Claims - IronNet. Subject to the procedures and requirements of Section X.E., and to the extent allowed by law without limiting IronNet’s obligations under Section X.A above, IronNet agrees to indemnify and hold harmless, at CUSTOMER’s sole option, the CUSTOMER Indemnitees from and against any and all Losses arising from Claims brought or threatened by any third party, including but not limited to a CUSTOMER Entity, IronNet, any of IronNet’s employees or agents, any Subcontractor, or any Subcontractors’ employees or agents, and to pay all of each CUSTOMER Entity’s costs in connection with, arising from, or relating to any Claim, in any manner arising out of, resulting from, or caused by, or in connection with: (a) this Agreement; (b) personal injury or death; (c) property damage; (d) violation of law, regulation, rule or ordinance (including but not limited to data privacy laws); or (e) IronNet’s breach of this Agreement. IronNet will only be liable under subsections (a), (b) and (c) of the preceding sentence for Claims to the extent arising from the negligence, gross negligence or willful misconduct of IronNet, a Subcontractor, or IronNet’s or Subcontractor’s employees and/or agents. IronNet will not be liable under this Section X.B for any personal injuries, deaths, or property damage to the extent that they are caused by a CUSTOMER Entity’s negligence, gross negligence, or willful misconduct.

C. Data Breach. To the extent any data breach or other unauthorized disclosure of CUSTOMER Data is caused by (i) a defect in IronNet’s Project Equipment or Services, (ii) IronNet’s gross negligence, or (iii) IronNet’s failure to comply with this Agreement or a SOW, IronNet will be responsible for all Losses, and other costs related to such breach or disclosure, including costs pertaining to investigation of the data breach, legal, and accounting fees and expenses associated with CUSTOMER’s investigation of and response to such event, costs of providing notification to all individuals affected by the data breach and state regulators, as applicable, and costs associated with the recovery of CUSTOMER Data, if applicable. The provision and timing of such notifications, if any, including the content, will be solely at the discretion and direction of CUSTOMER.

D. Non-IP Claims - CUSTOMER. Reserved

E. Duties of Indemnitee. IronNet’s indemnity obligations are conditioned on the CUSTOMER (“**Indemnitee**”) providing the indemnifying Party (“**Indemnitor**”) with (i) prompt written notice of the Claim (provided, however, failure to give notice does not relieve the

Indemnitor of its indemnification responsibilities except to the extent the Indemnitee is materially damaged by the failure to provide prompt notice), (ii) the right to participate, at Indemnitor's own expense through counsel of its choice, in the defense of the Claim and any related settlement negotiations, provided that the Indemnitor will in no event enter into any settlement that imposes obligations or restrictions on the Indemnitee (other than obligations to pay monies which are to be satisfied solely by the Indemnitor) without the Indemnitee's prior written consent, such consent not to be unreasonably withheld, delayed or conditioned, and provided further that the Indemnitee may (at its own expense) retain its own counsel to observe and advise or, with notice, to control such defense or settlement, and (iii) reasonable cooperation, at the Indemnitor's expense, in such defense or settlement. The Indemnitee shall take reasonable measures to mitigate any and all costs and damages that may arise from any Claim subject to indemnity.

F. "Losses" as used in this Article X consists of all reasonable costs and expenses of any investigation and defense relating to a Claim (including, but not limited to, reasonable attorneys' fees through final appeal, expert fees and expenses, and court costs) and the amount of any settlement, judgment, penalty, fine, forfeiture, expense, or other award relating to any such Claim, whether at law, in equity, or administrative in nature, in each case as and to the extent incurred by the CUSTOMER Entities.

X. **Reserved**

XI. **Term and Termination**

A. **Term.** This Agreement will commence on the Effective Date and will remain in effect for the initial term identified in the Purchase Order, Statement of Work, or similar document, unless earlier terminated in accordance with the terms of this Agreement (the "Term") or the GSA MAS Contract.

B. **Orderly Termination.** Upon the expiration or termination of this Agreement or any SOW, IronNet and any Representatives must return to CUSTOMER or destroy, at CUSTOMER's discretion, all Protected Information as provided in this Agreement. In addition, the Parties agree that, if requested by CUSTOMER, IronNet will cooperate with CUSTOMER to assist in the orderly transfer of the services, functions, responsibilities, tasks, and operations that comprise the Services to CUSTOMER or a successor contractor. IronNet's duty to cooperate will include, without limitation, promptly providing CUSTOMER and any successor service provider with reasonable access to the Project Equipment purchased by CUSTOMER and used by IronNet to deliver the Services to the extent reasonably necessary to support the transition of the Services from IronNet to CUSTOMER or one or more successor providers.

XII. **Limitation of Liability**

The limitations in this Limitation of Liability Article shall not apply to: (i) IronNet's obligations under Article X (*Indemnification*); (ii) IronNet's breach of Article XIV (*Compliance and Behavior*); (iv) IronNet's breach of its confidentiality obligations under Article VI (*CUSTOMER Protected Information/Confidentiality*); (v) IronNet's gross negligence, fraud, or willful misconduct and for any matter for which liability cannot be excluded by law or express remedies provided under any FAR, GSAR or the terms and conditions of the GSA MAS

Contract; or (vi) IronNet's obligation to provide the Services.

XIII. Compliance and Behavior

A. **Compliance with Applicable Laws.** IronNet shall comply with all federal, state, and local laws, rules, regulations, and ordinances applicable to the provision of the Services. Without limiting the generality of the foregoing obligation, IronNet agrees that it will adhere to (i) all labor laws and regulations (including the use of U.S. citizens or properly documented alien workers under the Immigration Act of 1990 and the Immigration and Nationality Act of 1952, as amended, and including the Department of Homeland Security's E-Verify requirements, if applicable); (ii) all safety and health standards promulgated under the Occupational Safety and Health Act of 1970 (as it may be amended, including, without limitation, OSHA General Industry Regulations 1910.269 and 1926 Subpart V) and by any state or local health or safety authority with jurisdiction over the Services;

B. **Reserved**

C. **Reserved**

D. **Audit Rights.** IronNet agrees to maintain complete documentation and records concerning compliance or noncompliance with applicable law, regulations, or the terms of this Agreement. Throughout the Term and for the longer of either (i) six (6) years after the termination or expiration of this Agreement, or (ii) as required by applicable law or regulations, IronNet will maintain and allow CUSTOMER representatives, during normal business hours, to examine, audit, and make copies of all applicable documentation and records of IronNet (and, if applicable, its affiliates), and otherwise cooperate fully to assist with any audit conducted relating to compliance or noncompliance with the terms of this Agreement or applicable law and regulations. If IronNet maintains the requested records in electronic format, IronNet will provide its responsive accounting records to CUSTOMER's auditors in an alternative, commonly available electronic data format as might be reasonably requested.

E. **Fines.** IronNet will be solely responsible for and shall pay all costs and expenses associated with all fines or other penalties incurred by CUSTOMER or IronNet for IronNet's noncompliance with any law, code, or regulation, or any costs (including CUSTOMER's reasonable attorneys' fees) arising from, in connection with, or relating to delays or stop work orders imposed by a government agency or court due to IronNet's noncompliance with law.

XIV. Miscellaneous

A. **Notices.** All notices permitted or required to be given under this Agreement must be in writing and will be deemed duly given (i) upon personal delivery (against receipt); (ii) on the fourth day following the date on which each such notice is deposited, postage prepaid, in the United States mail, registered or certified, return receipt requested; or (iii) on the next business day after being sent by a nationally recognized overnight courier service that provides proof of receipt. Each Party must deliver or send all notices to the other Party at the address (es) specified below or as designated otherwise by ten (10) days' prior written notice given in accordance with this Section A.

IronNet Notice Address:

IronNet Cybersecurity, Inc. 8135
Maple Lawn Blvd, Suite 400
Fulton, MD 20759

B. **Governing Law; Jurisdiction; Cumulative Remedies.** Both venue and the statute of limitations for all disputes that relate to the execution, interpretation, construction, performance, or enforcement of this Agreement and the rights and obligations of the Parties will be governed by applicable Federal law. Subject to any applicable limitation of liability set forth in this Agreement, the rights and remedies of CUSTOMER are cumulative and in addition to any and all rights and remedies provided by law or equity.

C. **Reserved**

D. **Time of the Essence; No Waiver.** Time is of the essence of this Agreement and any SOW. The acceptance of a late performance with or without objection or reservation by CUSTOMER does not waive any rights of CUSTOMER nor constitute a waiver of the requirement of timely performance of any obligations remaining to be performed. No waiver by CUSTOMER, either by act or failure to act, or any default by or obligation of IronNet in the performance of its obligations under this Agreement will be deemed or construed to be a waiver, whether prior or subsequent, of the same or any other default by or obligation of IronNet.

E. **Survival.** All obligations under this Agreement that by their nature survive termination, including but not limited to all warranties, guarantees, promises of indemnity, limitations of liability, and confidentiality, will be deemed to survive any provision or Acceptance of any Services, the termination, expiration, or cancellation of this Agreement, as well as any transfer, assignment, novation, sale, merger, consolidation, or other change in control of the Parties.

F. **Severability.** This Agreement is made subject to applicable federal law. The unenforceability or invalidity of any provision of this Agreement will not affect the validity or enforceability of the remaining provisions.

G. **Entire Agreement.** This Agreement contains the entire agreement and understanding of the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous negotiations, promises, representations, or agreements, either written or oral, of either or both Parties in connection therewith. Neither Party may modify this Agreement, except by a writing signed by both the GSA Contracting Officer and the GSA MAS Contractor.

H. **Contract Managers and Dispute Resolution**

1. **Contract Managers.** Each Party shall designate in writing to the other Party a Contract Manager for each SOW hereunder (each, a “**Contract Manager**”), and shall notify the other Party in writing of any subsequent personnel changes.
2. **Dispute Resolution.** Any dispute between the Parties as to either the interpretation of any provision of this Agreement or the performance by IronNet or CUSTOMER hereunder which cannot be resolved by the parties hereto shall be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference.