

TERMS AND CONDITIONS

- I. CERTAIN DEFINITIONS. As used in herein, the following terms have the following definitions:
- A. “**Alternative License Agreement**” means any “shrink-wrap,” “click-wrap” or “click-through” license agreement, “terms of use” or similar documents or terms (whether in hard-copy, electronic, web-based or other form and whether existing prior to or after the date of an applicable Purchase Order) that is related to any Content, Service or software, or any part of the Content, Service or software.
 - B. “**Buyer**” or “**Customer**” means the person or entity purchasing Services pursuant to a Purchase Order.
 - C. “**Content**” means all data, text, audio, video, images and other content and information that Vendor makes available as part of the Service.
 - D. “**Customer Personnel**” means the Personnel of the Customer.
 - E. “**Documentation**” means, collectively: (i) all user and administrator manuals, operating instructions, installation guides, help files, standard documentation, and other printed, electronic, and online material that Vendor generally makes available to its customers with respect to the Service; and (ii) all other printed, electronic, or online materials that Vendor provides or makes available to Subscriber which describe the features, functions, or operation of the Service.
 - F. “**Fees**” means all fees that are validly due and owing under a Purchase Order that are specified on such Purchase Order.
 - G. “**Party**” means, as the context requires, Vendor or Customer. “**Parties**” means, as the context requires: Vendor and Customer.
 - H. “**Permitted User**” may only refer to a Permitted User of Customer. “**Permitted User**” means Customer Personnel only.
 - I. “**Personal Information**” means any information relating to an identified or identifiable natural person that Vendor acquires from or on behalf of Customer or any of its Personnel or agents, in connection with the provision of Content or a Service under a Purchase Order, whether in written, oral, electronic, or other form, and any copies thereof. An identifiable person is a person who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to his or her physical, electronic, physiological, mental, economic, cultural or social identity. Examples of Personal Information include the following: (i) account number (bank account, credit card, etc.); (ii) address; (iii) biometric identifier; (iv) license or identification number; (v) date of birth; (vi) government identifiers (such as social security numbers); (vii) name; (viii) personnel number; (ix) photograph or video identifiable to an individual; (x) vehicle identifier or serial number; and (xi) may also include other information

related to an individual that may directly or indirectly identify the individual (e.g., salary, performance rating, purchase history, call history, etc.).

- J. “**Personnel**” of an entity means the partners, retired partners, principals, directors, officers, employees and temporary employees of that entity, as well as consultants and/or independent contractors who perform work for such entity; provided that, for purposes of any Purchase Order, Vendor and its Personnel shall not be considered Personnel of Customer.
- K. “**Service**” means any service (including any software as a service) to be performed by Vendor under any Purchase Order as specified on such Purchase Order, the Documentation, and any software (including mobile applications) that is provided by Vendor in order to access the Service.
- L. “**Subscriber**” means Customer.
- M. “**Support**” means Vendor’s support and maintenance program as further described herein. Support is a Service hereunder.
- N. “**Transaction Document**” means any Purchase Order, these terms and conditions, and any related document.
- O. “**Vendor**” means ShadowDragon Federal LLC, a Wyoming limited liability company.

II. PURCHASING, PRICING AND INVOICES

- A. Purchasing. Customer hereby purchases the Service(s) set forth on a Purchase Order from Vendor. Upon execution of a Purchase Order by Vendor and Customer, Vendor and Customer will be bound by the terms of such Purchase Order and, with respect to each other, have all the rights and obligations of “Vendor” and “Customer,” respectively, herein. Other than Fees identified a Purchase Order (which are subject to nominal annual price increases), no other royalties or fees shall be due for the Service, or use of the software, Documentation, or Content hereunder. Upon expiration of the Subscription Term for each Service set forth on a Purchase Order, such Subscription Term shall automatically renew for successive periods (each, a “**Renewal Term**”) on the same terms and conditions (subject to nominal annual price increases) unless Customer notifies Vendor of its intention to cancel such Service at least 35 days prior to the expiration of the then-current Subscription Term.
- B. Invoices. With respect to the purchase of the Service(s) hereunder, Vendor shall submit an invoice for the full price of the Service(s) to the Customer in advance, not greater than 30 days prior to the commencement of each year of the Subscription Term specified on a Purchase Order and any Renewal Term. All undisputed invoices and all undisputed amounts in disputed invoices are payable within 30 days from the date of receipt. Interest of 10% per month will be assessed on all invoices more than 60 days past due.

C. Taxes

1. With respect to all purchases under a Purchase Order, the Subscriber shall be responsible for paying all applicable Transactional Taxes (as defined below): (i) to Vendor upon receipt of a valid tax invoice; or (ii) to the relevant tax authority by means of self-assessment, as applicable.
2. In the event that any Content or Service is delivered to or used by a Subscriber in any state in the United States, Subscriber will, where required, pay applicable sales tax to Vendor or remit the proper use tax to such state directly. In the event that any Content or Service is provided to Subscriber outside the United States, Subscriber will, where required, self-assess applicable value added tax upon receipt of a valid tax invoice.
3. For purposes of these terms and conditions, “**Transactional Taxes**” means value added tax, goods and services tax, sales and use tax, or similar tax levied on business transactions in proportion to the value of the relevant turnover and in connection with the sale, purchase, receipt, consumption, or use of goods or services, but Transactional Taxes do not include taxes relating to Vendor’s income, net worth, or gross receipts.

III. SUBSCRIBER

- A. Customer as Subscriber. As of the effective date of any Purchase Order, Customer shall be a “Subscriber” hereunder.
- B. Liability. With respect to any Purchase Order and any Content or Service, Vendor shall look to Customer for violations of the terms contained herein by Customer Personnel, and Customer shall be liable to Vendor for any violations of the terms contained herein by Customer Personnel.

IV. LICENSE RIGHTS AND RESTRICTIONS

- A. Subscription License to the Service. Subject to payment by Subscriber of the fees as set forth on any Purchase Order and compliance by Subscriber and its Permitted User with the terms contained herein, Vendor hereby grants to Subscriber, for use by it and its Permitted Users, a non-exclusive, worldwide license to use the Service for the Subscription Term specified on the applicable Purchase Order.
- B. Software License. Subject to payment by Subscriber of the fees as set forth herein or on an applicable Purchase Order and compliance by Subscriber and its Permitted User with the terms contained herein, Vendor hereby grants to Subscriber, for use by it and its Permitted Users (including on home office systems and mobile devices), a non-exclusive, worldwide license to use any software (including mobile applications) that is provided by Vendor in order to access and limited to only accessing the Service during the Subscription Term specified in the on the applicable Purchase Order.

- C. Documentation License. Subject to payment by Subscriber of the fees as set forth herein or on the applicable Purchase Order and compliance by Subscriber and its Permitted User with the terms contained herein, Vendor hereby grants to Subscriber, for use by it and its Permitted Users (including on home office systems and mobile devices), a non-exclusive, worldwide right and license to access, review, download, print, use, store, reproduce, distribute, and display the Documentation during the Subscription Term specified on the applicable Purchase Order. Notwithstanding the foregoing, when the Subscription Term ends, Subscriber will not be required to delete or destroy any Documentation in its possession or under its control; provided that Subscriber does not make any further use of such Documentation for any purpose.
- D. Content License
1. Subject to payment by Subscriber of the fees as set forth herein or on an applicable Purchase Order and compliance by Subscriber and its Permitted User with the terms contained herein, Vendor hereby grants to Subscriber and its Permitted Users a non-exclusive, worldwide, license to: (a) use, access, review, download, store, copy, print, display and otherwise reproduce some or all of the Content in hardcopy, magnetic, optical, electronic or any other form; (b) use, modify, edit, supplement, incorporate and compile some or all of the Content to create derivative documents, reports, memoranda, internal and external presentations, internal and external communications, client communications and other work product (collectively, “**Work Product**”); and (c) share Work Product with clients and potential clients. When the Subscription Term ends, the licenses granted in foregoing **Sections IV.D.1.(a)** and **(b)** will terminate, but notwithstanding anything to the contrary, Subscriber will not have to delete or destroy any Content downloaded, stored, copied, or printed before the end of the Subscription Term.
 2. Upon termination of access to the Content for any reason (including termination of any Purchase Order, or any Content license, or expiration of the Subscription Term), Subscriber and its Permitted Users may continue using and distributing existing Work Product to nonparties, including clients and potential clients.
 3. Subscriber may give its Permitted Users access to the Content through a Customer System, including by storing, reproducing, distributing and displaying the Content on a Customer System. A “**Customer System**” means an internal application, website, system or network where access is restricted and limited solely to Customer Personnel.
- E. Ownership. Subscriber acknowledges that, except for the limited rights granted above, as between Vendor and Subscriber, Vendor owns all right, title and interest in and to the Content, Service, Documentation and any Vendor-provided software used to access the Service.

- F. Restrictions. Subscriber shall not: (i) access or use, or attempt to copy the Service(s) except as expressly permitted herein; (ii) sell, relicense, sublicense, lease, rent, loan, lend, transmit, net-work, or otherwise distribute or transfer the passwords or access codes to, the Service(s) in any manner, to any third party unless expressly permitted herein; (iii) create derivative works of Service(s); (iv) create a product or service intended to replace the Service(s), or remove, obscure, or alter any copyright notices, trademarks, or other proprietary rights notices affixed to or contained within the Service(s); (v) permit any third party to interfere with, modify, disrupt, or disable features or functionality of the Service(s), including without limitation any such mechanism used to restrict or control the functionality thereof, or copy, modify, translate, reverse engineer, decompile, disassemble or reproduce the Service(s) for any reason; (vi) use the Service(s) in an illegal or in a manner violating the terms and conditions contained herein.

V. SUPPORT

A. Support Terms; Fees

1. Fees. Unless otherwise specifically stated in an applicable Purchase Order, Support is included with the Service at no additional cost.

B. General Description of Support

Support shall include, without limitation, the following:

1. Unlimited access to Vendor’s support website, shadowdragonfederal.com.
2. Telephone and email hotline support for the Service twenty-four hours per day, seven days per week in English (in addition to applicable local languages). Vendor’s toll free telephone support number is (877) 468-5054. Email support requests should be sent to support@shadowdragonfederal.com.
3. All upgrades that Vendor makes to the Service.

C. Incidents And Vendor’s Response

1. Incident Classification. Vendor and Subscriber will together classify each incident reported by Subscriber (each, an “**Incident**”), based on the Incident Classification Table below and on information provided by Subscriber.

Incident Classification	Description
Catastrophic Incident (Severity Level 1)	The Service is unusable, unavailable for a significant number of Subscriber users, or there is an imminent risk of the loss of Subscriber Data or the occurrence of a Security Incident.

Incident Classification	Description
Critical Incident (Severity Level 2)	The Service is materially degraded or otherwise causes results that are more detrimental to Subscriber or its systems than a Severity Level 3 Incident.
Serious Incident (Severity Level 3)	The Service experiences a significant malfunction, which materially impacts a portion of the functionality or the population of Subscriber users.
Important Incident (Severity Level 4)	The Service experiences a non-critical malfunction, which does not materially impact the functionality of the Service.
Non-Critical Incident (Severity Level 5)	The Service does not provide functionality or perform in a way that meets Subscriber’s new needs or Subscriber’s needs information about the Service.

2. Incident Reporting and Response. Except for Incidents that can be resolved by an initial telephone support conversation or email response, Subscriber will provide Vendor with a reasonably detailed description of the Incident by email or phone. Vendor shall take the following steps, in accordance with the Support Response Expectation Table below:

Step 1: Vendor shall acknowledge to Subscriber its receipt of an Incident notice and begin collecting any additional information from Subscriber necessary to correct the Incident.

Step 2: Vendor shall use best efforts to provide a patch, correction, workaround, or otherwise resolve the Incident.

Vendor may subsequently provide a tested patch, correction, or upgrade, or a new version or an interim version of the Service upon Subscriber’s approval.

Vendor shall respond to reported Incidents during the response times set forth in the Support Response Expectation Table set forth below.

Incident Classification	Step 1	Step 2
Catastrophic Incident (Severity Level 1)	Within 1 hour	Immediate and continuing effort (24 hours a day, 7 days a week) with continuous engagement by telephone or in-person
Critical Incident (Severity Level 2)	Within 2 hours	Immediate and continuing effort (24 hours a day, 7 days a week)

Incident Classification	Step 1	Step 2
Serious Incident (Severity Level 3)	Within 4 hours	Immediate and continuing effort (24 hours a day, 7 days a week)
Important Incident (Severity Level 4)	Within 1 business day	Within 5 business days
Non-Critical Incident (Severity 5)	Within 5 business days	Updates provided as agreed during the submission of the Incident or every 3 business days

D. Non-Standard Support

In the event of a non-standard support and/or service request by Customer, Vendor shall notify Customer that such request is non-standard and communicate to Customer the current applicable rate. If Customer agrees in writing, Vendor may provide at its sole discretion such non-standard support and maintenance for the Service at negotiated rates.

VI. REPRESENTATIONS AND WARRANTIES

A. Vendor hereby represents, warrants, and agrees that:

1. Vendor has the full power and authority to: (a) enter into the applicable Purchase Orders; (b) grant the rights granted herein; and (c) provide the Content and Service. Vendor is not restricted in any way, by agreement or otherwise, from any of the foregoing.
2. When executed and delivered by each of Customer and Vendor, an applicable Purchase Order will constitute the legal, valid, and binding obligation of Vendor, enforceable against Vendor in accordance with its terms, except as may be limited by any applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws and equitable principles related to or affecting creditors' rights generally or the effect of general principles of equity.
3. The Content and Service: (a) are either proprietary to Vendor or properly licensed by Vendor from third party providers; (b) to the knowledge of Vendor, do not infringe, misappropriate, or violate any patent, copyright, trademark, trade secret, contract, or other proprietary right; and (c) are free of all liens, encumbrances, and other claims. Customer acknowledges that Vendor collects public data and/or maintains refined datasets for certain of Vendor's Content and Services and such data is deemed public data.
4. Vendor and its Personnel shall not breach any agreement or other obligation to keep in confidence, or to refrain from using, the personal, confidential, proprietary, or trade secret information of any person or entity, and shall not use any such information, in connection with the Content or Service.

5. Either there is no Alternative License Agreement of Vendor or any third party included or referenced in the Content or Service or, if there is such an Alternative License Agreement, it is and shall be superseded in its entirety by the terms contained herein, and shall be of no force and effect, regardless of whether such Alternative License Agreement is “signed” or otherwise agreed to by any Customer Personnel.
6. The Content and Service complies with, and Vendor shall, at its own expense, comply with and assume all liabilities or obligations imposed by, all applicable laws, rules, and regulations.
7. The Content and Service (including any software or media used to provide or access any Content or Service) does not contain any virus or Disabling Device, other than a Disabling Device that may be invoked to terminate Subscriber’s access to the Service upon expiration of the Subscription Term or termination an applicable Purchase Order. A “**Disabling Device**” means any timer, clock, counter, time lock, time bomb, other limiting code, design, instruction or routine which is designed or intended to do any of the following, either automatically or without the intentional action of Subscriber: (a) erase data or other programming; (b) damage, disable, or otherwise alter the operation of any Services, any Content, or any software (or component thereof); or (c) cause any Service, any Content or any software (or component thereof) to become incapable of being used in the full manner for which it was designed.
8. The Content and Service are based on Vendor’s reasonable efforts to compile and analyze the best sources reasonably available to Vendor at any given time, and any opinions provided in the Content reflect Vendor’s best judgment at the time the Content was prepared.
9. The Service will be performed in accordance with those standards of care, skill and diligence, and according to practices and procedures, customarily followed by a highly trained professional in the performance of the same or similar services.
10. The Content and Service conforms to, and performs, functions, and produces results in accordance with, the Documentation and any Subscriber specifications agreed to by Vendor in writing. Vendor has provided or made available to Subscriber all relevant Documentation for the Content and Service. The Documentation is complete and accurate, and the Service does not contain any material undocumented feature.
11. The Content and Service are, and all websites, web pages, and software provided as part of the Service are developed and supplied in such a manner that they can be accessed, viewed, used, and have their content displayed using only Chrome or supported browsers, Maltego or supported integration platforms or Application Programming Interface (“**API**”).

- B. Customer hereby represents and warrants that:
1. Customer has the full power and authority to enter into the applicable Purchase Order, and it is not restricted in any way, by agreement or otherwise, from entering such Purchase Order.
 2. When executed and delivered by each of Customer and Vendor, the applicable Purchase Order will constitute the legal, valid, and binding obligation of Customer, enforceable against Customer in accordance with its terms, except as may be limited by any applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws and equitable principles related to or affecting creditors' rights generally or the effect of general principles of equity.
- C. Except as expressly provided herein, each Party disclaims all other representations and warranties, whether express, implied, statutory or otherwise, including warranties of merchantability and fitness for a particular purpose.

VII. INDEMNIFICATION

- A. Vendor shall defend, indemnify, and hold harmless Customer and Customer's Personnel (each, a "**Customer Indemnitee**"), from all losses, damages, judgments, liabilities, costs and expenses (including reasonable attorneys' fees), arising from a claim that any Content or Service, or the use thereof pursuant to the terms contained herein and/or any Documentation, infringes, misappropriates, or violates any patent, copyright, trademark, trade secret, contract, or other proprietary right (collectively, a "**Claim**"); provided that: (i) Vendor receives prompt notice of such Claim (provided further, that failure to receive such prompt notice shall not diminish Vendor's obligation hereunder unless, and only to the extent that, such failure prejudices Vendor's ability to defend against such Claim), and (ii) the Customer Indemnitee allows Vendor to control the defense and settlement of such Claim (provided further, that (a) Customer Indemnitee may monitor but not control the defense and settlement of such Claim with counsel of its own choosing and its own expense, and Vendor shall cooperate in the same, and (b) Vendor shall not propose a judgment or agree to a settlement that attributes fault or liability to a Customer Indemnitee without the prior written consent of Customer). Notwithstanding the foregoing, Vendor shall have no obligations to any Customer Indemnitee hereunder relating to any Claim that is based on: (i) any change or addition to the Content, Service, or Documentation made by Subscriber (other than at Vendor's direction), where the infringement, misappropriation or violation would not have occurred but for that change or addition; (ii) the combination, operation or use of the Content, Service, or Documentation with any product, data, content, methodology or software that Vendor did not provide to Subscriber or specify as being compatible with the Content, Service, or Documentation, where the infringement, misappropriation, or violation would not arise but for the combination, operation or use; or (iii) Subscriber's use of the Content, Service, or Documentation in breach

of these terms and conditions, where the infringement, misappropriation or violation relates to such breach.

- B. In addition to the obligations set forth above, if any Content or Service becomes: (i) subject to a Claim, Vendor may at its discretion; or (ii) subject to an injunction, Vendor shall promptly, either (a) procure for each Subscriber the right to continue to use such Content or Service, (b) replace or modify such Content or Service in a manner that retains its functionality and quality so that it is no longer infringing, misappropriating or violating such right, or (c) solely with respect to the Service or Content that is the subject of such Claim or injunction, require each Subscriber, upon advance written notice, to stop using such Service or Content and provide to Customer a pro rata refund of all pre-paid but unused or unfulfilled portions of the Fees for such Service or Content, calculated on a daily basis.
- C. Notwithstanding the above, if: (i) Vendor is unable to take the appropriate action necessary to defend or settle any Claim, including because Vendor is insolvent or in bankruptcy; or (ii) Vendor breaches or intends to breach this term by not defending or settling any Claim, then in each case the Customer Indemnitee may take sole control of the defense or settlement of such Claim, and Vendor shall be liable to Customer Indemnitee for all of Customer Indemnitee's reasonable costs and expenses related to the same, including reasonable attorneys' fees and costs and expenses of settlement or judgment.
- D. Except as expressly provided herein, each Party disclaims all other indemnities, whether express, implied, statutory or otherwise.
- E. Customer shall defend, indemnify, and hold harmless Vendor, and each of Vendor's Personnel (each, a "**Vendor Indemnitee**"), from all losses, damages, judgments, liabilities, costs and expenses (including reasonable attorneys' fees), arising from a claim that any Content or Service, or the use thereof pursuant to any Documentation, infringes, misappropriates, or violates any patent, copyright, trademark, trade secret, contract, or other proprietary right as a result of: (i) any misuse, change or addition to the Content, Service, or Documentation made by Customer and Customer's Personnel, or any third party on behalf of Customer and Customer's Personnel; (ii) the combination, operation or use of the Content, Service, or Documentation with any product, data, content, methodology or software that Vendor did not provide to Customer and Customer's Personnel, where the infringement would not arise but for the combination, operation or use; or (iii) infringement caused or that results due to the acts or omissions of Customer and Customer's Personnel, including, without limitation, any acts or omissions for which Customer and Customer's Personnel has an obligation to indemnify Vendor Indemnitees hereunder (collectively, a "**Vendor Claim**"); provided that (a) Customer receives prompt notice of such Vendor Claim (provided further, that failure to receive such prompt notice shall not diminish Customer's obligation hereunder unless, and only to the extent that, such failure prejudices Customer's ability to defend against such Vendor Claim), and (b) Vendor allows Customer to control the defense and settlement of such Vendor Claim (provided further, that

(1) Vendor may monitor but not control the defense and settlement of such Claim with counsel of its own choosing and its own expense, and Customer shall cooperate in the same, and (2) Customer shall not propose a judgment or agree to a settlement that attributes fault or liability to a Vendor Indemnitee without the prior written consent of Vendor).

- F. Notwithstanding the above, if: (i) Customer is unable to take the appropriate action necessary to defend or settle any Vendor Claim, including because Customer is insolvent or in bankruptcy, or (ii) Customer breaches or intends to breach this term by not defending or settling any Vendor Claim, then in each case the Vendor Indemnitee may take sole control of the defense or settlement of such Vendor Claim, and Customer shall be liable to Vendor Indemnitee for all of Vendor Indemnitee's reasonable costs and expenses related to the same, including reasonable attorneys' fees and costs and expenses of settlement or judgment.

VIII. LIMITATIONS OF LIABILITY

- A. Except as set forth in the following sentence, under no circumstances shall any Party be liable to any other Party for any: (i) indirect, special, consequential, incidental, punitive or exemplary damages, costs, expenses or losses; or (ii) loss of business or lost profits (regardless of whether either is deemed to be "general," "direct," "indirect," "special," "consequential," "incidental," "punitive," "exemplary," or any other category of damages), that, in each case, arise in any way out of any Transaction Document or otherwise relate to the subject matter hereof or thereof, regardless of whether based in contract, tort (including negligence), strict liability or any other theory of law or equity. The preceding sentence shall not limit any obligation or liability under **Sections VI.A.1** through **VI.A.5** and **VI.B.1** and **VI.B.2** (Representations and Warranties), **Section VII** (Indemnification), or **Section IX** (Confidentiality), or any liability for damages arising from gross negligence, willful misconduct, bodily injury, or death.
- B. Other than with respect to a breach by provider of **Section X**, or pursuant to Vendor's obligations under **Section VIII**, in no event shall the total aggregate liability of Vendor for any claims, losses, or damages arising out a Purchase Order exceed the total amount of fees actually paid by Customer under the such Purchase Order during the calendar quarter preceding any claim by Customer. The foregoing limitation of liability shall apply regardless of any other remedies provided for herein or pursuant to law.
- C. The terms of this Section shall apply to the fullest extent of the law, whether in contract, statute, tort (including negligence) or otherwise.

IX. CONFIDENTIALITY

- A. "**Discloser**" as used herein shall be the Party that discloses or causes the disclosure of the Confidential Information at issue or to which such Confidential Information belongs or is otherwise confidential. Without limiting the foregoing, Subscriber

shall be considered the Discloser of Confidential Information regardless of whether Vendor receives such information from Subscriber.

- B. **“Recipient”** as used herein shall be the Party that receives Discloser’s Confidential Information.
- C. **“Confidential Information”** as used herein shall mean all non-public, confidential and/or proprietary documents, materials, information and ideas of or about: (i) Customer or any of its past, current or prospective clients or suppliers (in which case Subscriber would be Discloser); or (ii) Vendor (in which case Vendor would be Discloser), including documents, materials, information and ideas relating to business plans, strategies, programs, operations, methodologies, policies, practices, procedures, products, services, equipment, systems, facilities, human resources, benefits, and Personnel, whether in written, oral, electronic or any other form.
- D. Notwithstanding the above, **“Confidential Information”** shall not include information that: (i) is or becomes publicly available, other than as a result of disclosure by Recipient in breach of the terms hereof; (ii) was known by Recipient prior to receipt of such information from Discloser; or (iii) is developed by Recipient independently and without use of or reference to any information received from Discloser. The Content does not constitute Vendor’s Confidential Information, but is subject to the usage restrictions set forth herein. In addition, subject to the usage restrictions set forth herein, the Content will not constitute or be deemed to be Vendor’s Confidential Information.
- E. Recipient shall:
 - 1. Maintain the confidentiality of the Confidential Information using at least the same degree of care as it employs in maintaining its own trade secret, proprietary and/or confidential information, but in no event using less than a reasonable degree of care.
 - 2. Limit its use of the Confidential Information solely for purposes of exercising its rights and/or fulfilling its obligations hereunder.
 - 3. Limit access to the Confidential Information solely to those Personnel of Recipient who have a direct and immediate need of such access and who are obligated to maintain the confidentiality of such information.
 - 4. Not disclose the Confidential Information to any third parties except to its own legal and business advisors who have a need to know such information and who are obligated to maintain the confidentiality of such information, or as otherwise allowed herein.
- F. Notwithstanding the above, it shall not be a breach of the terms hereof for Recipient to disclose Discloser’s Confidential Information: (i) pursuant to the prior written consent of Discloser (including as may be permitted herein); (ii) as requested or required by interrogatories, requests for information from a governmental,

regulatory or supervisory authority, subpoena or similar legal process, or in accordance with professional standards, or in connection with litigation pertaining hereto, provided that, where reasonably feasible, Recipient shall provide Discloser with notice prior to such disclosure and reasonable assistance in obtaining, through court order, administrative ruling, or otherwise, a limitation or other protection of the Confidential Information that is subject to such disclosure; or (iii) that was disclosed to Recipient on a non-confidential basis from a source other than Discloser where Recipient reasonably believes that (a) the source is not prohibited from making such disclosure and (b) the information is not otherwise confidential to Discloser, provided that upon discovery of the confidential nature of the information, Recipient immediately takes action to treat such information as Discloser's Confidential Information hereunder.

- G. Vendor will not, in the course of performance of any Purchase Order or thereafter, use the name ["_____"; "_____", or "_____"], or any combination thereof, or any related name, mark or logo, in any press release, advertisement, or other promotional or marketing material or media, whether in written, oral, electronic, visual, or any other form, without, in each case, prior written consent. Such consent shall only be requested by sending an email to: [_____].
- H. Vendor shall treat all Personal Information as Confidential Information. Without limiting the foregoing, Vendor is permitted to store and use business contact information provided by Subscriber under any Purchase Order, including business names, business phone numbers, and business e-mail addresses for its Permitted Users, on the condition that Vendor uses that business contact information only in connection with such Purchase Order. Upon the written request of Subscriber or the person to whom the business contact information relates, Vendor shall use commercially reasonable efforts to remove (or cause the removal of) that business contact information from Vendor's systems (including from the systems of its contractors, agents and permitted assignees) and stop (or cause to stop) sending information to, or otherwise contacting, that person.
- I. Each of Subscriber and Vendor recognizes and acknowledges that the Confidential Information is of a special, unique and extraordinary character, disclosure of which may not be wholly compensated by monetary damages, and that any disclosure or unauthorized use of the Confidential Information, or other breach of this Section by them or their Personnel (including breach of **Section IX.G** above) may cause the other Party irreparable injury. Each of Subscriber and Vendor, therefore, expressly agrees that, in addition to any rights and remedies which such other Party may have hereunder or at law or in equity, such other Party shall be entitled to seek injunctive and/or other equitable relief to prevent the breach of this Section, and/or to otherwise secure the enforcement of any of its terms.

X. NOTICES

All notices given hereunder shall be in writing, and shall be deemed to be duly given if delivered by any of the following methods: (a) by electronic mail or facsimile; (b) by personal delivery; (c) by registered or certified mail, postage prepaid, return receipt requested; or (d) by a globally or nationally (as the case may be) recognized express mail, courier, or delivery service (“**Express Courier**”). A notice sent by electronic mail or facsimile shall be deemed given on the date of electronic confirmation of receipt. A notice sent by personal delivery, certified mail or Express Courier shall be deemed given on the date of receipt or refusal of receipt.

Notwithstanding the foregoing, notices of breach or termination sent by electronic mail or facsimile are not valid unless also sent and received by one of the other methods stated herein.

Notices shall be sent to the respective addresses/contacts of each Party as follows, and any change of address/contact shall be made according to the procedure stated above.

ALL Notices to Vendor shall go to:

ShadowDragon Federal LLC
1505 E. 16th St.
Cheyenne, WY 82001
ATT: New License Procurement
Email: purchases@shadowdragonfederal.com

ALL Notices and Invoices to Customer shall go to:

Attn: _____
Email: _____
Fax: _____

XI. TERM AND TERMINATION

A. Term. The applicable Purchase Order shall be effective as of the date specified therein and continue until terminated as provided herein.

B. Termination

1. Termination for Bankruptcy, etc. Either Customer or Vendor may, with respect to each other, terminate immediately any Purchase Order and/or any Service, in each case if the other Party ceases business operations, makes a general assignment for the benefit of creditors, becomes insolvent or the subject of voluntary bankruptcy or receivership proceedings, or if bankruptcy or receivership proceedings are initiated against it and not lifted within 120 days.

2. Termination for Breach. Either Customer or Vendor may, with respect to each other, terminate any Purchase Order upon 30 days prior written notice of termination, for material breach of such Purchase Order by the other Party, if the other Party does not cure such breach within such 30-day period. Such notice shall set forth in reasonable detail the nature of the breach and the date of termination.
3. Termination of Service for Breach. Customer may terminate any Service, upon 30 days prior written notice of termination, for Vendor's breach of the material terms of such Service, if such breach is due solely to the acts or omissions of Vendor and Vendor does not cure such breach within such 30-day period. Such notice shall set forth in reasonable detail the nature of the breach and the date of termination. Breach of the material terms of any Service due solely to the acts or omissions of Vendor shall be considered a material breach of such Purchase Order which shall allow Customer, if it so chooses, to also terminate such Purchase Order as set forth in **Subsection 2** above. Customer may also terminate a Service as set forth in **Section V**.
4. Continued Provision of Service. Vendor agrees to continue to provide the Service during any breach or alleged breach unless and until such obligations are terminated as provided herein.
5. Termination by Vendor. Vendor shall have the right to terminate any outstanding Service if Vendor: (a) decides to stop providing all of its customers the Content and/or Service licensed hereunder; (b) is enjoined from providing the Content and/or Service; (c) believes that it will be subject to damages relating to infringement, misappropriation, or violation of a third party's intellectual property rights through the continued provisioning of the Content and/or Service; or (d) if Customer breaches a material term contained herein. To terminate under **Subsection (a)**, Vendor must provide at least 180 days advance notice, and under **Subsections (b)** and **(c)** Vendor must provide at least 45 days advance notice, to Customer of the termination.

C. Effect of Termination; Survival

1. Termination of any Purchase Order shall automatically terminate all Services provided hereunder.
2. Termination of any Service shall not terminate a Purchase Order unless Customer provides notice that specifically states that such Purchase Order is also being terminated.
3. Upon termination of any Service by Customer for any reason pursuant to **Section XII.B.3** (including termination of a Purchase Order), Customer shall promptly receive a pro-rata refund from Vendor of all pre-paid but

unused or unfulfilled portions of the Fees for such Service, calculated on a daily basis.

4. Upon termination of any Service by Vendor for any reason pursuant to **Section XII.B.5(d)** (including termination of a Purchase Order), Customer shall not be entitled to a refund from Vendor of any pre-paid but unused or unfulfilled portions of the Fees for such Service; except that if Vendor terminates any Service for any reason pursuant to **Section XII.B.5.(a), (b)** or **(c)**, Vendor shall provide Customer a pro-rata credit, calculated based on the pre-paid but unused or unfulfilled portions of the Fees for such Service, towards future orders for Vendor's Services not provided for in the applicable Purchase Order.
5. **Sections I, II.B, II.C, III.C, IV.B (last sentence), IV.C (last sentence), IV.D.1 (last sentence), IV.D.2, IV.E, VI, VII, VIII, IX, X, XI.C and XII** shall survive termination of a Purchase Order.

XII. GOVERNMENT-SPECIFIC PROVISIONS

- A. The government-specific provisions, set forth in Schedule A attached hereto are incorporated by reference into this Agreement.

XIII. GENERAL TERMS

A. Construction

1. Agreement Headings and Numbering. Section and paragraph headings and numbers used herein are included for convenience of reference only and, if there is any conflict between any such numbers and headings and the text of these terms and conditions, the text shall control.
2. Including. As used herein, the word "including" means "including, without limitation," and the word "include" means "include, without limitation,".

- B. Entire Agreement. The Purchase Order and these terms and conditions constitute the full and complete agreement of the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings and agreements, both written and oral, between the Parties with respect to its subject matter.

- C. Invoices; Conflict. No invoice shall add to, delete or otherwise modify the terms contained herein. Payment of an invoice shall not be considered a waiver by Customer of the preceding sentence or an agreement by Customer to any terms in such invoice that would otherwise violate the preceding sentence.

- D. Amendments. These terms and conditions may only be revised, supplemented, or amended by a written document signed on behalf of both Vendor and Customer

that specifically states that it is intended to revise, supplement, or amend these terms and conditions.

- E. Severability. If any term contained herein is invalid, illegal, or unenforceable, such term shall be reformed to the maximum extent allowed by law to reflect the original intent of the Parties (or, in absence of such intent, the same economic effect) as closely as possible to the invalid, illegal, or unenforceable term. Such invalidity, illegality, or unenforceability shall not affect any other term contained herein or invalidate or render unenforceable such term in any other jurisdiction, and the other terms contained herein shall remain in full force and effect.
- F. Waiver of Breach. No waiver of any breach, or of any objection to any act or omission connected therewith, shall be implied or claimed by any of the Parties, or be deemed to constitute a consent to any continuation of such breach, act or omission, unless contained in a writing signed on behalf of the Party against whom enforcement of such waiver or consent is sought.
- G. Remedies Not Exclusive. Exercise or enforcement of a right or remedy contained herein shall not be considered to be in lieu of enforcement of other rights or remedies otherwise existing at law or equity, unless specifically waived in writing.
- H. Applicable Laws. All matters arising out of or otherwise relating to the terms contained herein, including all rights and obligations of the Parties arising out of or otherwise relating to a Purchase Order, shall be governed by, construed in accordance with, and enforced under, the laws (both substantive and procedural) of the State of Wyoming, United States of America (but specifically excluding the United Nations Convention on Contracts for the International Sale of Goods), without giving effect to any choice or conflict of law provision or rule (whether of the State of Wyoming or any other jurisdiction). Any legal suit, action, or proceeding arising out of or otherwise relating to a Purchase Order, the terms contained herein or the transactions contemplated hereby shall be instituted in the Federal Courts of the United States of America or the state courts located in the State of Wyoming, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding.
- I. Waiver of Jury Trial. Each Party hereby agrees to irrevocably waive its right to a jury trial in any action, proceeding or counterclaim, whether in contract, statute, tort (including negligence) or otherwise, relating to a Purchase Order, the terms contained herein or the subject matter hereof.
- J. Assignment. Any Party hereto may assign a Purchase Order and these terms and conditions in whole, but not in part, to any successor entity. Except as set forth in the preceding sentence, no Party may assign a Purchase Order and these terms and conditions, in whole or in part, to any third party, without the express prior written consent of the other Party. A Purchase Order and these terms and conditions shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

- K. Relationship of the Parties. No agency, partnership, franchise, or joint venture is created among or between any of the Parties.

- L. Bankruptcy. Customer will retain and may fully exercise all of its rights under the United States Bankruptcy Code, as it may be amended or supplemented from time to time (the “Code”). In the event of the commencement of a bankruptcy case or proceeding by or against Vendor under the Code, Customer will be entitled to retain all of its rights contained herein to any “intellectual property” (as defined in 11 U.S.C. § 101(35A)) that may be deemed licensed to Customer hereunder, and, if Vendor files for bankruptcy, or if any action or proceeding under the Code is filed against Vendor, a Purchase Order and these terms and conditions will be governed by, and Customer shall be entitled to the rights and protections provided pursuant to, 11 U.S.C. § 365(n), as the same may be amended or supplemented from time to time.

- M. No Construction Against Drafter. If an ambiguity or question of intent or interpretation arises with respect to any term contained herein, these terms and conditions will be construed as if drafted jointly by the Parties and no presumption or burden of proof will arise, and no rule shall be enforced, favoring or disfavoring any Party by virtue of authorship of any of the terms contained herein.

SCHEDULE A

In addition to the terms and conditions set forth above, the following Federal Acquisition Regulation (“**FAR**”) (all herein “**USG Clauses**”) shall apply to the extent that these additional terms are incorporated into the Purchase Order. These USG Clauses are hereby incorporated by reference, as applicable, and in the manner set forth below (including any parenthetical information regarding applicability, bracketed information regarding modifications to the USG Clauses). For certain USG Clauses, Vendor has provided parenthetical language describing the circumstances in which the USG Clauses apply to the Purchase Order. The effective version of the USG Clauses shall be the version in effect as of the date this Agreement is issued unless the Parties agree to a different version.

It is intended by the Parties that these USG Clauses shall apply to Vendor in such a manner as is necessary to reflect the position of Vendor as a supplier to Customer, and to insure Vendor’s obligations to Customer and to the Government, and to enable Customer to meet its contract obligations to the Federal Government. Consequently, in interpreting and applying USG Clauses applicable to Vendor, and as context requires, the terms “Contractor” and “Offeror” shall mean Vendor, the term “Contract” shall mean the Purchase Order, and the term “Government”, “Contracting Officer” and equivalent phrases shall mean Customer.

FAR Clauses

In addition to the terms and conditions set forth above, the following clauses shall apply to the Purchase Order. The FAR Clauses are hereby incorporated by reference, as applicable, and made a part of the Purchase Order.

- 52.203-13 Contractor Code of Business Ethics and Conduct (applies if this Agreement exceeds \$5,500,00 and the period of performance is more than 120 days. Disclosures made under this clause shall be made directly to the Government entities identified in the clause)
- 52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements
- 52.222-21 Prohibition of Segregated Facilities
- 52.222-26 Equal Opportunity
- 52.222-35 Equal Opportunity for Veterans (applies if this Agreement exceeds the Simplified Acquisition Threshold unless exempted by rules, regulations, or orders of the Secretary of Labor)
- 52.222-36 Equal Opportunity for Workers with Disabilities (applies if this Agreement exceeds \$15,000)
- 52.222-37 Employment Reports On Veterans (applies if this Agreement exceeds the Simplified Acquisition Threshold applicable on the date of the Order)
- 52.222-50 Combating Trafficking in Persons