

DISTRICT: DEFEND™ END USER LICENSE AGREEMENT

PLEASE READ THIS DISTRICT: DEFEND™ END USER LICENSE AGREEMENT (“AGREEMENT”) CAREFULLY. THIS IS AN IMPORTANT LEGALLY BINDING AGREEMENT.

This Agreement is entered into and effective as of the earlier of the date of Customer’s (defined below) order of the Licensed District Software (defined below) or of first download, install, access or use of the Licensed District Software by Customer (“Effective Date”) by and between Booz Allen Hamilton Inc. (“Licensor”) and the entity identified in the signature block below as the Customer (“Customer”) (each, individually, a “Party” and, collectively, the “Parties”).

1. SOFTWARE LICENSES

1.1 Device Software License. Subject to the terms and conditions of this Agreement (including the payment of all Fees), Licensor hereby grants to Customer a worldwide, nonexclusive, nontransferable, non-sublicensable, right and license to (a) install (pursuant to Section 1.5), or (b) perform, display and otherwise use the District Device Software during the applicable Subscription term solely as installed on District Devices and solely for Customer’s Internal Purposes (the “Device Software License”). The foregoing license shall be limited to the number of District Devices purchased by Customer from Licensor or its Authorized Reseller as indicated on the applicable purchase order, contract, or invoice (the “Ordering Document”). Once installed on a District Device, District Device Software may not be transferred to another District Device. Purchase of District Device hardware is not governed under this Agreement. District Device Software shall not be operational unless Customer has a properly configured instance of District Server Software installed in accordance with this Agreement. Notwithstanding anything to the contrary in this Agreement or any Ordering Document, all Device Software Licenses shall immediately terminate upon any termination or expiration of Customer’s Server Software License.

1.2 Server Software License. Subject to the terms and conditions of this Agreement (including the payment of all Fees), Licensor hereby grants to Customer a worldwide, nonexclusive, nontransferable, non-sublicensable right and license to (a) install the District Server Software on Customer’s servers at Customer’s Facility pursuant to Section 1.5, and (b) perform, display and otherwise use the District Server Software at Customer’s Facility during the applicable Subscription term solely on Customer’s servers on which the District Server Software has been installed, in connection with monitoring the District Devices and solely for Customer’s Internal Purposes (the “Server Software License” and, together with the Device Software License, the “District Software Licenses”). The foregoing license shall be restricted to (i) the number of instances of the District Server Software purchased by Customer from Licensor or its Authorized Reseller as indicated on the applicable Ordering Document, and (ii) the location-based usage limitations applicable to each instance of the District Server Software (the “Usage Limitations”). Each instance of the District Server Software may only be installed on one Customer server and may not be used by Customer in excess of the Usage Limitations.

1.3 Documentation License. Subject to the terms and conditions of this Agreement (including the payment of all Fees), Licensor hereby grants to Customer a worldwide, nonexclusive, nontransferable, non-sublicensable right and license to use the Documentation during the Term solely in connection with its use of the Licensed District Software and solely for its Internal Purposes.

1.4 Delivery of Licensed District Software. Subject to the Parties entering into a separate professional services agreement for professional services or otherwise pursuant to an existing professional services agreement entered into by the Parties (the “Services Agreement”), Licensor shall deliver the District Software to Customer at Customer’s Facility on the date mutually agreed upon by the Parties, in physical media format (e.g., USB drive or CD-ROM), via electronic download, or as pre-installed on a District Device, as agreed by the Parties. All Licensed District Software shall be provided in compiled form only, not in source code format. Licensor may in its discretion, from time to time, deliver to Customer updates to the Licensed District Software, and Customer agrees to promptly install or have installed all such updates in accordance with Section 1.5. The Licensed District Software will be deemed accepted upon delivery.

1.5 Installation of Licensed District Software. Either Licensor (pursuant to a Services Agreement) or Customer may install (a) the District Device Software licensed under the Device Software License on the District Devices purchased by Customer from Licensor or Authorized Reseller, or (b) the District Server Software licensed under the Server Software License on Customer’s servers (subject to the Usage Limitations). Customer may use a third party to perform such installation services on Customer’s behalf, provided that (i) Customer enters into a

written agreement with such Customer that includes at least the following terms: (A) confidentiality and non-disclosure terms at least as protective of Proprietary Information as the terms of Section 7, and (B) terms at least as protective of Licensor's intellectual property rights as the terms of Section 1.8, and (ii) Customer shall be responsible for all acts and omissions of such third party. IN THE EVENT CUSTOMER CHOOSES TO SELF INSTALL LICENSED DISTRICT SOFTWARE, OR USE A THIRD PARTY FOR SUCH INSTALLATION, CUSTOMER ACCEPTS ALL RISK AND LIABILITY IN ENSURING INSTALLATION AND CONFIGURATION OF THE LICENSED DISTRICT SOFTWARE IS PERFORMED CORRECTLY AND IN ACCORDANCE WITH THE DOCUMENTATION AND HEREBY IRREVOCABLY WAIVES AND RELEASES LICENSOR FROM ALL LIABILITIES ASSOCIATED WITH MISCONFIGURATION(S) AND OTHER ACTIONS OF THE CUSTOMER, ITS EMPLOYEES, OR AGENTS.

1.6 License Restrictions.

(a) **General Restrictions.** In no event shall the Licensed District Software or Documentation be (i) disclosed, made available to or used for the benefit of any third party, (ii) sold, assigned, leased or otherwise disposed of, or (iii) commercially exploited or marketed in any way, with or without charge, by Customer or any Representative. Except to the extent permitted by applicable law notwithstanding this restriction, Customer shall not (and shall not allow any third party, including any Representative, to) copy, modify, translate, decompile, disassemble or otherwise reverse engineer, or otherwise determine or attempt to determine source code or protocols from, the executable code of the Licensed District Software, or create any modifications, enhancements or derivative works of the Licensed District Software or Documentation. Customer represents, warrants and covenants that it is obtaining a license for the Licensed District Software for its own Internal Purposes and not for distribution or for offering services to third parties. Customer hereby assigns all right, title and interest to Licensor in any works created in breach of this Section 1.6.

(b) **Other Restrictions.** Customer shall not: (i) export the Licensed District Software (including any related materials, technical data or other information) outside the United States without first obtaining appropriate applicable export licenses and complying with all applicable laws (including, without limitation, export licensing requirements, end-user, end-use, and end-destination restrictions, and prohibitions on dealings with sanctioned individuals and entities, including but not limited to persons on the Office of Foreign Assets Control's Specially Designated Nationals and Blocked Persons List or the U.S. Department of Commerce Denied Persons List); (ii) access, or use, or allow the accessing or use of, the Licensed District Software for any unfair or deceptive practices; (iii) remove or alter any copyright, trademark, trade name or other proprietary notices, legends, symbols or labels appearing on or in instances of the Licensed District Software; (iv) perform, or release to third parties the results of benchmark tests or other comparisons of the Licensed District Software; (v) use or otherwise allow Licensed District Software to be used for any unlawful or criminal purpose; or (vi) use the Licensed District Software for any purpose other than in accordance with the terms and conditions of this Agreement and in compliance with all applicable laws and regulations. The District Device Software and the District Server Software are each licensed to Customer as a single product and the applicable components of each may not be separated for installation or access, other than with Licensor's express permission.

1.7 Nature of Licenses. Except as expressly granted herein, Customer is not granted any rights or licenses, whether express or implied, under Licensor's intellectual property rights. Customer's purchase of the Subscriptions for the Licensed District Software is neither contingent on the delivery of any future features or functionality nor subject to any public or other comments (oral, written or otherwise) made by Licensor regarding future features or functionality. The Licensed District Software is licensed, not sold. For the avoidance of doubt, references in this Agreement to the "purchase" or "sale" of the Licensed District Software refer to the licenses to install, perform, display and otherwise use the Licensed District Software in accordance with the terms and conditions of this Agreement.

1.8 Ownership

(a) **Licensed District Software.** As between Licensor and Customer, Licensor is the sole and exclusive owner of the Licensed District Software, including any materials, source code, or intellectual property therein or resulting therefrom.

(b) **Feedback.** If Customer (or any Representative) provide to Licensor any ideas, proposals, suggestions or other materials related to the Licensed District Software ("Feedback"), Customer hereby grants to Licensor a non-exclusive, perpetual, irrevocable, transferable, worldwide right and license (including the right to

grant and authorize sublicenses through multiple levels) to reproduce, distribute copies of, perform, display, prepare derivative works of, or otherwise use such Feedback, and all intellectual property rights pertaining thereto, for any and all purposes and in any and all media, whether alone or together or as part of any material of any kind or nature, and Customer hereby waives all moral and similar rights in connection therewith.

(c) **Trademarks.** Customer acknowledges that “Booz Allen Hamilton,” “BAH,” “District: Defend™”, the name of each Licensed District Software, and any other trademarks and service marks adopted by Licensor to identify the Licensed District Software, belong to Licensor.

2. PAYMENTS

2.1 Fees. Customer shall pay all amounts payable to Licensor or its Authorized Reseller, as applicable, for Subscriptions for the Licensed District Software as set forth in the applicable Ordering Document(s), including all renewals thereof (the “Fees”), in accordance with the terms of this Agreement and any additional payment terms in the applicable Ordering Document(s). All Fees shall be due either in advance or within thirty (30) days of invoice date, as set forth in the applicable Ordering Document(s). Licensor or its Authorized Reseller, as applicable, may update the Fees charged for Subscriptions in its sole discretion from time to time. Price changes shall not apply to any Subscriptions in effect prior to the effective date of such price change.

2.2 Late Payments. In the event of late payment, Licensor or its Authorized Reseller, as applicable, may add a monthly interest charge equal to an interest rate on the overdue amount equal to the lesser of (a) one and one-half percent (1.5%) per month or (b) the highest lawful rate allowed. Licensor or its Authorized Reseller, as applicable, may add the cost of reasonable attorney and collection fees required to collect on the unpaid balance of an invoice.

2.3 Taxes. Customer is responsible for paying all applicable fees and taxes it may incur in connection with the Licensed District Software. Customer agrees to pay amounts equal to any federal, state or local sales, use, excise, privilege or other taxes or assessments, however designated or levied, relating to any amounts payable by Customer to Licensor or its Authorized Reseller hereunder, this Agreement, the Licensed District Software provided by Licensor or its Authorized Reseller to Customer pursuant hereto and any taxes or amounts in lieu thereof paid or payable by Licensor or its Authorized Reseller, excluding taxes based on Licensor’s or its Authorized Reseller’s net income.

2.4 Audit Rights. Customer shall keep records of its download, installation, access to, and use of the Licensed District Software during the Term and the two (2) year period following the end of the Term. During the Term and for two (2) years thereafter, Licensor shall have the right no more than once per year to engage at its own expense (either directly or through a third party auditor) in an audit to review the books and records of Customer to determine the accuracy of the payments made by Customer to Licensor or its Authorized Reseller and Customer’s compliance with this Agreement, and Customer will cooperate with Licensor’s exercise of those rights. Any shortfall detected, including any interest due thereon, shall be payable to Licensor upon demand. In the event that an audit uncovers a shortfall of greater than five percent (5%) for the time period covered by the audit, all costs and expenses associated with the audit shall be borne by Customer.

2.5 Verification. Customer shall be responsible for actively monitoring and verifying that it is in compliance with the licensing terms and Usage Limitations set forth in this Agreement, including ensuring that Customer exercises its rights to the District Device Software only as installed on District Devices purchased by Customer under the Ordering Documents and only on District Devices which have an active Subscription for the District Device Software and to the District Server Software only with respect to the number of instances of the District Server Software purchased by Customer under the Ordering Documents.

3. OTHER SERVICES

3.1 Support and Maintenance. Licensor shall have no obligations to provide any support and maintenance services or any updates to the Licensed District Software under this Agreement (provided that Licensor may deliver updates to the Licensed District Software to Customer from time to time in accordance with Section 1.4). Support and maintenance services may be purchased from Licensor, subject to the Parties entering into a separate support and maintenance services agreement. All support and maintenance servers shall be provided under that support and maintenance services agreement.

3.2 Implementation and Other Professional Services. Licensor shall have no obligations to provide any implementation or other professional services under this Agreement. Implementation and other professional services

may be purchased from Licensor, subject to the Parties entering into a Services Agreement. All implementation and other professional services shall be provided under a Services Agreement.

4. LIMITED WARRANTY

4.1 Warranty. Licensor warrants to Customer that the Licensed District Software will perform materially in accordance with the Documentation during the Warranty Period. Licensor does not warrant that operation of the Licensed District Software shall be uninterrupted or error free. If the Licensed District Software does not perform as warranted during the Warranty Period, Licensor shall use commercially reasonable efforts to correct the Licensed District Software, or, at Licensor's option, replace such Licensed District Software free of additional charge with conforming software. If neither of the foregoing options is commercially practicable, Licensor may terminate this Agreement with respect to the non-conforming software. The foregoing are Licensor's sole obligations, and Customer's sole and exclusive remedies, for breach of the warranty set forth in this Section 4.1. The warranty set forth in this Section 4.1 is made to and for the benefit of Customer and will be enforceable against Licensor only if the Licensed District Software has been properly accessed, properly configured, and used at all times in accordance with the Documentation and this Agreement.

4.2 Disclaimers. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 4.1, LICENSOR AND ITS SUPPLIERS AND AUTHORIZED RESELLERS MAKE AND GIVE NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, AND EXPRESSLY DISCLAIM ALL WARRANTIES, REPRESENTATIONS, CONDITIONS AND GUARANTIES, WHETHER ORAL OR WRITTEN, IMPLIED OR STATUTORY, WITH REGARD TO THE LICENSED DISTRICT SOFTWARE, INCLUDING WITHOUT LIMITATION, ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, NON-INTERFERENCE, AND WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. LICENSOR DOES NOT WARRANT THAT (A) THE LICENSED DISTRICT SOFTWARE WILL MEET CUSTOMER'S NEEDS; (B) THE LICENSED DISTRICT SOFTWARE WILL BE ERROR-FREE OR ACCESSIBLE AT ALL TIMES; OR (C) THE USE OR THE RESULTS OF THE USE OF THE LICENSED DISTRICT SOFTWARE WILL BE CORRECT, ACCURATE, TIMELY OR OTHERWISE RELIABLE. FURTHER, LICENSOR'S REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE LICENSED DISTRICT SOFTWARE DO NOT COVER (1) THE OPEN SOURCE COMPONENTS (AS DEFINED BELOW), AND (2) DAMAGE DUE TO EXTERNAL CAUSES TO THE EXTENT NOT CAUSED BY LICENSOR, SUCH AS ACCIDENT, ABUSE, MISUSE, PROBLEMS WITH ELECTRICAL POWER, SERVICES NOT PERFORMED OR AUTHORIZED BY LICENSOR (INCLUDING UNAUTHORIZED INSTALLATION OR DE-INSTALLATION), USAGE NOT IN ACCORDANCE WITH THE DOCUMENTATION, NORMAL WEAR AND TEAR, OR USE OF PARTS AND COMPONENTS NOT SUPPLIED OR INTENDED FOR USE WITH THE PRODUCTS OR HARDWARE SERVICES. THE LICENSED DISTRICT SOFTWARE IS NOT FAULT-TOLERANT AND IS NOT DESIGNED OR INTENDED FOR USE IN HAZARDOUS ENVIRONMENTS, REQUIRING FAIL-SAFE PERFORMANCE, SUCH AS ANY APPLICATION IN WHICH THE FAILURE OF THE LICENSED DISTRICT SOFTWARE COULD LEAD DIRECTLY TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR PROPERTY DAMAGE (COLLECTIVELY, "HIGH-RISK ACTIVITIES").

5. INDEMNIFICATION

5.1 Indemnification by Licensor. Licensor shall defend any third party action brought against Customer to the extent it is based on a third party claim that the Licensed District Software directly infringes any valid United States patent or copyright issued as of the Effective Date, and Licensor shall pay the resulting costs and damages to the extent agreed to by Licensor in a settlement or if finally judicially determined by a court of competent jurisdiction to have directly resulted from Licensor's infringement as set forth above; provided, however, that the foregoing indemnity is not available unless: (a) Customer promptly notifies Licensor in writing of any such claim; (b) Licensor has sole control of the defense and all settlement negotiations related to such claim; and (c) Customer cooperates with Licensor, at Licensor's request and expense, in defending or settling such claim. Nothing herein shall restrict the right of Customer to participate in such a claim through its own counsel and at its own expense. If the Licensed District Software is found to be infringing or if Licensor believes that there is a material risk that the Licensed District Software will be found to be infringing, Licensor will, at its option, (i) obtain the right for Customer to continue using such Licensed District Software; (ii) replace or modify such Licensed District Software so that it becomes non-infringing; or (iii) ensure that Authorized Reseller refunds the Fee(s) paid by Customer for such Licensed District Software, depreciated on a straight line basis amortized over the three (3) year period from

the Effective Date. Notwithstanding Licensor's obligations pursuant to this Section 5.1, Licensor shall have no obligation or liability for any infringement claim or lawsuit arising out of or relating to: (A) a modification created by or at the direction of Customer; (B) downloading, installing, accessing, or using the Licensed District Software other than in accordance with the Documentation and the terms of this Agreement; (C) Customer's failure to update or delay in updating the Licensed District Software with any such updates provided by Licensor; or (D) use of the Licensed District Software in combination with any hardware, other software, or other materials not specified in the Documentation, where, absent such combination, the Licensed District Software would not be the subject of the infringement claim. This Section 5.1 states the entire liability of Licensor and the exclusive remedy of Customer with respect to infringement of any intellectual property rights, regardless of the theory of liability, whether warranty, indemnity, or otherwise.

5.2 Indemnification by Customer. Customer shall defend, indemnify, and hold Licensor, its officers, directors, employees, agents, consultants and independent contractors ("Licensor Indemnified Parties") harmless from and against any loss, liability, damage or cost (including reasonable attorneys' fees) in connection with any claims, actions, demands, suits, or proceedings ("Claims") made or brought against any Licensor Indemnified Party by a third party relating to: (a) Customer's use of the Licensed District Software or any breach of this Agreement by Customer, to the extent Licensor is not obligated to defend Customer for such Claim pursuant to Section 5.1; or (b) Customer's use, modification, operation or combination of the applicable Licensed District Software with non-Licensor programs, data, equipment or documentation not specified in the Documentation, if such infringement would have been avoided but for such use, modification, operation or combination; provided, however, that (i) Licensor promptly notifies Customer in writing of any such claim (provided, however, that any such failure to notify will not relieve Customer of its indemnification obligations under this Section 5.2 unless, and only to the extent that, Customer can demonstrate that it was prejudiced by such failure); (ii) Customer has sole control of the defense and all settlement negotiations (provided Licensor must consent to any such settlement, which consent shall not be unreasonably withheld) related to such claim; and (iii) Licensor cooperates with Customer, at Customer's request and expense, in defending or settling such claim. Nothing herein shall restrict the right of Licensor to participate in such a claim through its own counsel and at its own expense.

6. TERM AND TERMINATION

6.1 Term. Unless earlier terminated in accordance with this Section 6, this Agreement will remain in effect until the last expiration or termination of a Subscription for the Licensed District Software (the "Term").

6.2 Termination for Breach. Licensor may terminate this Agreement upon written notice to Customer if Customer is in material breach of this Agreement and does not cure such breach within thirty (30) days after delivery of a written notice by Licensor stating its intent to terminate. In addition, Licensor may immediately terminate this Agreement if an Authorized Reseller notifies Licensor that Customer has not timely paid any Fees.

6.3 Termination for Insolvency. In the event that Licensor or Customer becomes or is declared insolvent or bankrupt, is the subject of any proceedings relating to its liquidation, insolvency or for the appointment of a receiver or similar officer for it, makes an assignment for the benefit of all or substantially all of its creditors, or enters into an agreement for the composition, extension, or readjustment of all or substantially all of its obligations, then the other Party may, by giving written notice thereof, terminate this Agreement as of a date specified in such notice of termination.

6.4 Effect of Termination. Upon expiration or termination of this Agreement for any reason Customer shall (a) promptly uninstall all District Server Software from all memory location and destroy all instances and copies of District Server Software and Documentation, and (b) immediately cease all use of the District Device Software, and deliver to Licensor a certificate stating that all such actions have been taken by Customer. The provisions of Sections 1.6, 1.7, 1.8, 2, 3, 4.2, 5, 6.4, 7, 8, 9, 10 and 11 shall survive any expiration or termination of this Agreement.

7. PROPRIETARY INFORMATION

7.1 Proprietary Information. Customer acknowledges that, in the course of this Agreement it will obtain certain confidential or proprietary information of Licensor ("Proprietary Information"). "Proprietary Information" includes (a) the terms of this Agreement, (b) Licensor's technical, engineering, manufacturing, product, marketing, servicing, financial, personnel and other information, (c) the Licensed District Software, and (d) the Documentation. As between Customer and Licensor, the Proprietary Information shall belong solely to Licensor. Customer agrees (i) to protect Proprietary Information from unauthorized dissemination and use, (ii) to use Proprietary Information only

for the performance of this Agreement and the exercise of any rights granted to Customer under this Agreement, (iii) not to disclose any Proprietary Information to any of Customer's Representatives or any other individuals, except to those who are under confidentiality obligations no less restrictive than the requirements of this Section 7, and (iv) not to remove or destroy any proprietary or confidential legends or markings placed upon or contained within the Confidential Information. In addition, Customer acknowledges that Licensor and its Authorized Resellers may disclose to each other information regarding Customer, including Customer's access to and use of the Licensed District Software, and that this information may be used by Customer or Authorized Reseller in any manner, including in connection with performing an audit pursuant to Section 2.4.

7.2 Equitable Relief. Customer agrees that, due to the unique nature of the Proprietary Information, the unauthorized disclosure or use of Proprietary Information or any other breach of any provision of this Section 7 will cause irreparable harm and significant injury to Licensor, the extent of which will be difficult to ascertain and for which there will be no adequate remedy at law. Accordingly, Customer agrees that Licensor, in addition to any other available remedies, shall have the right to obtain an immediate injunction and other equitable relief enjoining any breach or threatened breach of this Section 7 without the necessity of posting any bond or other security. Customer shall notify Licensor in writing immediately upon becoming aware of any such breach or threatened breach.

8. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW: (A) IN NO EVENT SHALL LICENSOR OR ITS SUPPLIERS OR AUTHORIZED RESELLERS BE LIABLE FOR ANY DAMAGES OR OTHER LOSSES FOR LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF USE OR DATA, OR INTERRUPTION OF BUSINESS, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING FROM OR RELATING TO THIS AGREEMENT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, HOWEVER CAUSED, AND (B) LICENSOR'S ENTIRE LIABILITY ARISING FROM OR RELATING TO THIS AGREEMENT OR THE SUBJECT HEREOF, UNDER ANY LEGAL THEORY (WHETHER IN CONTRACT, TORT, INDEMNITY OR OTHERWISE), IF ANY, SHALL NOT EXCEED THE AMOUNT OF FEES RECEIVED FROM CUSTOMER FOR LICENSED DISTRICT SOFTWARE SOLD IN CONNECTION WITH THIS AGREEMENT DURING THE PRECEDING TWELVE (12) MONTHS FROM WHEN THE CLAIM FOR LIABILITY AROSE.

9. GENERAL

9.1 Force Majeure. Except with respect to Customer's obligation to make timely payments in accordance with Section 2.1, neither Party shall be responsible for any delay or failure in performance to the extent that such delay or failure is caused by fires, strikes, embargoes, explosion, earthquakes, floods, wars, labor disputes, government requirements, terrorist acts or activities, civil or military authorities, acts of God or by the public enemy, inability to secure raw materials or transportation facilities, acts or omissions of carriers or suppliers, or other causes beyond its reasonable control

9.2 Independent Contractor and Subcontractors. Licensor is an independent contractor and not an agent or representative of Customer. No employee of Licensor shall be deemed an employee of Customer. Customer will have no direct control over Licensor or its employees. Licensor may engage subcontractors without notice to or consent of Customer.

9.3 No Third-Party Beneficiaries. Licensor and Customer mutually agree that this Agreement is intended to be solely for the benefit of the Parties and that no third parties shall obtain any direct or indirect benefits from the Agreement, have any claim or be entitled to any remedy under this Agreement or otherwise in any way be regarded as third party beneficiaries under this Agreement.

9.4 Third-Party Hardware and Software. The Licensed District Software provided under this Agreement may necessitate use of certain third party hardware, software and/or data products by Customer, including, without limitation, the mobile computing devices (such as a tablet or a laptop) comprising District Devices. Customer shall be solely responsible for obtaining licenses to such third party hardware, software or data for its own use. Notwithstanding anything to the contrary in this Agreement, and for the avoidance of doubt, Licensor has no liability for such third party hardware, software or data, whether in warranty, indemnity, or otherwise.

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

9.6 Assignment. Neither Party may assign this Agreement, voluntarily or by operation of law, without the prior written consent of the other Party, except that Licensor may assign this Agreement to a present or future Affiliate or in connection with a merger, consolidation, corporate reorganization, or sale of all or substantially all of Licensor's business or assets or of the business or assets associated with the Licensed District Software business. This Agreement shall be binding on permitted successors and assigns. Any assignment not in accordance with this Section 9.6 shall be null and void ab initio.

9.7 Governing Law and Jurisdiction. This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Virginia, U.S.A. (but expressly excluding the Uniform Computer Information Transactions Act ("UCITA") as enacted in Virginia), without giving effect to any choice of law provision that would apply the laws of another jurisdiction. Each Party consents to, and agrees that each Party is subject to, the exclusive jurisdiction of the state and federal courts of the Commonwealth of Virginia with respect to any actions for enforcement of or breach of this Agreement. The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this Agreement.

9.8 No Waiver. No course of dealing, course of performance or failure of either Party strictly to enforce any term, right or condition of this Agreement shall be construed as a waiver of any other term, right or condition. No waiver or breach of any provision of this Agreement shall be construed to be a waiver of any subsequent breach of the same or any other provision.

9.9 Relationship of the Parties. This Agreement shall not be construed as creating an agency, partnership, joint venture or any other form of association, for tax purposes or otherwise, between the Parties, and the Parties shall at all times be and remain independent contractors. Except as expressly agreed by the Parties in writing, neither Party shall have any right or authority, express or implied, to assume or create any obligation of any kind, or to make any representation or warranty, on behalf of the other Party or to bind the other Party in any respect whatsoever.

9.10 Notices. Licensor shall deliver all notices and communications concerning technical, maintenance and administrative matters, and all shipments of software, hardware and documentation, to the attention of the individual or group designated by Customer in writing as Customer's Technical Contact at the address indicated on the applicable Ordering Document(s). Any other notice, request, demand, or other communication required or permitted hereunder shall be in writing, shall reference this Agreement and shall be deemed to be properly given: (a) when delivered personally; (b) when sent by facsimile, with written confirmation of receipt by the sending facsimile machine; (c) five (5) business days after having been sent by registered or certified mail, return receipt requested, postage prepaid; (d) two (2) business days after deposit with an express courier, with written confirmation of receipt; or (e) two (2) business days after submission of notice to the email address specified on the applicable Ordering Document(s). All notices shall be sent to the address specified on the applicable Ordering Document(s) (or to such other address as may be designated by a Party by giving written notice to the other Party pursuant to this Section).

9.11 Compliance with Laws. Customer agrees that it shall comply with all laws and regulations of the United States and other applicable jurisdictions in access and using the Licensed District Software. Without limiting the generality of the foregoing, Customer shall not make the Licensed District Software available to any person or entity that: (a) is located in a country that is subject to a U.S. Government embargo; (b) is listed on any U.S. Government list of prohibited or restricted parties; or (c) is engaged in activities directly or indirectly related to the proliferation of weapons of mass destruction, or any criminal or terrorist activities.

9.12 Export Laws. The Licensed District Software and Documentation are subject to U.S. export control laws and may be subject to export or import regulations in other countries. Customer agrees to strictly comply with all such laws and regulations and acknowledges that Customer is responsible for obtaining such licenses to export, re-export, or import as may be required. Customer will indemnify and hold Licensor harmless from any and all

claims, losses, liabilities, damages, fines, penalties, costs and expenses (including attorney's fees) arising from or relating to any breach by Customer of its obligations under this Section 9.12.

9.13 Headings. The headings in this Agreement are inserted for convenience only and shall not constitute a part hereof or affect in any way the meaning or interpretation of this Agreement.

9.14 Open Source Software. The Licensed District Software may be provided together with, or otherwise contain, certain open source software components ("Open Source Components") under their respective open source license agreements ("Open Source Licenses"). Customer agrees to the terms and conditions in each such Open Source License and agrees to comply with all such terms and conditions. With respect to each Open Source Component, to the extent there are any conflicts between any terms of this Agreement and any terms of the respective Open Source License, which the Open Source License does not permit, such conflicting terms of this Agreement will not apply. Any fees charged in connection with the Licensed District Software do not apply to any Open Source Components for which fees may not be charged under the applicable Open Source License. Where the terms of any specific Open Source License entitle Customer to the source code of the respective Open Source Component (if any), that source code may be made available from Licensor upon request (a nominal fee may be charged by Licensor for processing such request).

9.15 Complete Agreement. This Agreement, any exhibits and schedules attached to it, and any other terms and conditions incorporated by reference herein, contain the entire understanding of the Parties with respect to the subject matter hereof, and supersede any and all related prior understandings, agreements, representations, negotiations and discussions, whether oral or written. Customer acknowledges that no agent, employee, representative, or Authorized Reseller of Licensor has any authority to bind Licensor to any affirmation, promise, representation, or warranty concerning the Licensed District Software and, unless such affirmation, promise, representation, or warranty is specifically set forth in this Agreement or another writing agreed to by an authorized officer of Licensor, it does not form a basis of this bargain and shall not be enforceable against Licensor. This Agreement cannot be modified or amended except in a writing signed by both Parties. Except for the terms in this Agreement that expressly reference an Ordering Document, no terms or conditions in an Ordering Documents will have any force or effect between the Parties. For the avoidance, no pre-printed information on Customer's purchase orders, click-wrap, shrink-wrap or browsewrap agreements, or the like, will have any force or effect between the Parties.

10. U.S. GOVERNMENT END USER TERMS

10.1 Applicability. The U.S. Government end user terms and conditions set forth in this Section 10 shall apply to all instances where Customer is the U.S. Government, or a Prime Contractor or Subcontractor that is using the Licensed District Software to provide services for the U.S. Government (each, a "U.S. Government End User"). In the event that Customer is a U.S. Government End User, the following provisions of this Agreement do not apply, and, where relevant, are superseded by the applicable provision of FAR 52.212-4 or other applicable law, such as the Contracts Disputes Act: Sections 1.6(a) (last sentence only), 2, 5.1 (to the extent that it permits Licensor to control litigation involving the U.S. Government), 5.2, 6.2, 6.3, 7.2, 8, 9.1, 9.5, 9.6, 9.7, and 9.15 (second paragraph).

10.2 Government End User Rights.

(a) All Licensed District Software was developed entirely at private expense and no part of the Licensed District Software was first produced in the performance of a U.S. Government contract. Accordingly, all Licensed District Software and any derivatives thereof are "commercial items" as defined in 48 C.F.R. § 2.101 ("Commercial Items"). If Customer is a U.S. Government End User, then the use, duplication, reproduction, release, modification, disclosure or transfer of the Licensed District Software and any associated Documentation and data is restricted in accordance with 48 C.F.R. § 12.211; 48 C.F.R. § 12.212, 48 C.F.R. § 227.7102-2, and 48 C.F.R. § 227.7202, as applicable. A third party may resell the Licensed District Software to a U.S. Government End User, if and only if, the Licensed District Software is licensed to Customer subject to the terms of this Agreement.

(b) Consistent with 48 C.F.R. § 12.211, 48 C.F.R. § 12.212, 48 C.F.R. § 227.7102-1 through 48 C.F.R. § 227.7102-3, and 48 C.F.R. §§ 227.7202-1 through 227.7202-4, as applicable, the Licensed District Software is provided to U.S. Government End Users: (i) only as Commercial Items, (ii) with only those rights as are granted to all other users pursuant to this Agreement, and (iii) the terms of this Agreement are incorporated into the Authorized Reseller's contract with Customer or otherwise agreed to by Customer in a way that legally binds the U.S. Government to these terms. This U.S. Government Rights clause is in lieu of, and supersedes, any Federal

Acquisition Regulations (“FAR”), the Defense FAR Supplement (“DFARS”), or other clause or provision that addresses U.S. Government rights in computer software or technical data.

11. DEFINITIONS

11.1 “Affiliate” of a Party means (i) an entity that owns directly or indirectly, a controlling interest in such Party, (ii) an entity in which such Party owns a controlling interest, by stock ownership or otherwise, or (iii) an entity under common control with such Party, directly or indirectly. As used in this Agreement, the terms “controlling interest” and “common control” mean the ownership, directly or indirectly through the stockholders, interest holders or members of an entity, of more than fifty percent (50%) of the voting securities or other ownership interest of the other entity, or the possession, directly or indirectly, of the power to direct the management or policies of the other entity, whether through the ownership of voting securities, by contract, or otherwise.

11.2 “Authorized Reseller” means an entity authorized by Licensor to resell, make available and market Subscriptions to Licensed District Software and from whom Customer has purchased Subscriptions to Licensed District Software in connection with this Agreement.

11.3 “Customer’s Facility” means Customer’s facility where Customer will be using the District Server Software, as designated in the ordering documents pursuant to which Customer purchases Subscriptions for the District Server Software from Authorized Reseller.

11.4 “District Device” means a mobile computing device (such as a tablet or a laptop) that incorporates Licensor’s proprietary hardware associated with Licensor’s context- and location-aware mobile device security platform called “District: Defend™”, which allows users to control access to and usage of the District Devices according to various contexts, location and other criteria through use of the District Device Software.

11.5 “District Device Software” means the policy supervisor software associated with Licensor’s context- and location-aware mobile device security platform called “District: Defend™” as described in the Documentation that is installed and used on District Devices as made available by Licensor hereunder, including any updates thereto delivered in accordance with Section 1.4.

11.6 “District Server Software” means software associated with Licensor’s context- and location-aware mobile device security platform called “District: Defend™” as described in the Documentation that is installed and used on Customer’s local server to monitor and control Customer’s District Devices as made available by Licensor hereunder, including any updates thereto delivered in accordance with Section 1.4.

11.7 “Documentation” means such manuals, documentation and any other supporting materials relating to the Licensed District Software as are currently maintained by Licensor and generally provided to licensees of the Licensed District Software.

11.8 “Government Agency” means an agency, department or instrumentality of the U.S. Government (including overseas U.S. Department of Defense installations).

11.9 “Internal Purposes” means, (a) with respect to a U.S. Government End User, the use of the Licensed District Software or Documentation, as applicable, for the U.S. Government’s internal business purposes with its systems, devices, networks and data, (b) with respect to a Prime Contractor End User or Subcontractor End User, the use of the Licensed District Software or Documentation, as applicable, solely in support of a Government Agency contract for software and services and, so long as the Licensed District Software or Documentation, as applicable, will not be delivered to such other party, and (c) with respect to all other End Users, the use of the Licensed District Software or Documentation, as applicable, for the Customer’s internal business purposes and shall exclude any and all commercial applications or uses in connection with or for the benefit of customers and/or third parties.

11.10 “Licensed District Software” means, collectively, the District Device Software and the District Server Software.

11.11 “Prime Contractor(s)” means one or more non-Government Agency third party(ies) that has entered into a prime contract with a Government Agency authorizing such third party(ies) to, on behalf of, or as an agent to the Government Agency, obtain software and services similar to those authorized for resale by Licensor under this Agreement. Designation as a “Prime Contractor” will immediately expire upon expiration or termination of the prime contract between the Prime Contractor and the authorizing Government Agency.

11.12 “Representatives” mean, collectively, Customer’s directors, officers, employees, agents, licensors, service providers, subcontractors, suppliers or distributors.

11.13 “Subcontractor(s)” means one or more non-Government Agency third party(ies) at any tier that has entered into a subcontract with a Prime Contractor or a higher-tier Subcontractor authorizing such third party(ies) to obtain software and services similar to those authorized for resale by Licensor under the Agreement, but who shall not resell, distribute or sublicense the Licensed District Software to any other party. Designation as a “Subcontractor” will immediately expire upon expiration or termination of the subcontract between the Subcontractor and the Prime Contractor or higher-tier Subcontractors.

11.14 “Subscription” means a limited, term-based right to access and use the District Device Software and/or the District Server Software in accordance with the terms and conditions in this Agreement. For non-U.S. Government End User Customers, (a) the term for each Subscription for the District Server Software shall be set forth in the Ordering Documents, and (b) the term of each Subscription for District Device Software shall be coextensive with the term of the applicable Subscription for the District Server Software identified in the Ordering Document. For U.S. Government End Users, the term of each Subscription for the District Server Software and the District Device Software shall be specified in the applicable Ordering Document or other applicable contract or purchase order. For all non-U.S. Government End User Customers, unless earlier terminated, the term of the Subscriptions for the Licensed District Software shall automatically renew for successive one (1) year terms thereafter, unless Licensor notifies Customer of its intention not to renew or Customer notifies Licensor and Reseller of its intention not to renew, in each case least thirty (30) days before the end of a Subscription term. Upon Customer’s renewal of a Subscription, Customer may be required to accept a new agreement, a supplemental agreement or an amendment to this Agreement.

11.15 “U.S. Government” means an agency, department or instrumentality of the United States Government, international agencies of which the U.S. Government is or becomes a member, and any other U.S. Federal Government entity authorized to purchase off of government contracts on behalf of the United States Government.

11.16 “Warranty Period” means, with respect to each item of Licensed District Software, the sixty (60) day period beginning on the date that the applicable Licensed District Software is provided to Customer.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date by their duly authorized representatives.

LICENSOR

CUSTOMER

BOOZ ALLEN HAMILTON INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____