

**RECORDED FUTURE, INC. & DEPARTMENT OF DEFENSE
SOFTWARE LICENSE AGREEMENT**

This document sets forth the Department of the Defense (DoD) Software License Requirements. Licensor's Software License Agreement is attached hereto as Exhibit A and made a material part hereof by this reference. This document, including the Software License Agreement attached as Exhibit A: Recorded Future, Inc. and Exhibit B: Recorded Future, Inc. Publisher Support Agreement constitutes the Agreement between the Recorded Future, Inc. (Licensor) and the DoD. The terms and conditions set out below in these Software License Requirements, supplement, to the extent a conflict exists, supersede, and take precedence over the terms and conditions of Exhibit A and Exhibit B. For clarification in this agreement, Publisher and Licensor are synonymous.

With regard to any conflict in license terms between the DOD ESI License Agreement and any GSA negotiated license agreement, the Order of Precedence is in the following order: 1) the DOD ESI License Agreement and 2) any GSA negotiated license agreement.

- 1. Enterprise Language:** The parties agree that more than one agency of the DoD may license products under this Agreement, provided that any use of products by any agency must be made pursuant to one or more executed purchase orders or purchase documents submitted by each applicable agency seeking to use the licensed product. The parties agree that, if the licensee is a "DoD Department or Agency" as defined by the 48 Code of Federal Regulations, section 202.101, and to include the Intelligence Community and the US Coast Guard, the terms and conditions of this Agreement apply to any purchase of products made by the DoD, and that the terms and conditions of this Agreement become part of the purchase document without further need for execution. The parties agree the terms of this Agreement supersede and take precedence over the terms included in any purchase order, terms of any shrink-wrap agreement included with the licensed software, terms of any click through agreement included with the licensed software, or any other terms purported to apply to the licensed software, including any Licensor's published policy or program documentation or customer ordering documents. It is also understood by both parties that any Licensor policies, URLs referencing other terms, conditions or policies or educational documents will not be considered part of this license agreement.
- 2. Choice of Law/Venue:** This Agreement shall be governed by and construed in accordance with the substantive laws of the US Code of Federal Regulations, Federal Acquisition Regulations and Defense Federal Acquisition Regulations (DFARS), without regard to principles of conflict of laws.
- 3. Indemnification:** The DoD does not have the authority to and shall not indemnify any entity. The DoD agrees to pay for any loss, liability or expense, which arises out of or relates to the DoD's acts or omissions with respect to its obligations hereunder, where a final determination of liability on the part of the DoD is established by a court of law or where settlement has been agreed to by the DoD agency and the Department of Justice. This provision shall not be construed to limit the DoD's rights, claims or defenses which arise as a matter of law or pursuant to any other provision of this Agreement. This provision shall not be construed to limit the sovereign immunity of the DoD.

4. Patent, Copyright, Trademark, and Trade Secret Protection:

- a) The Licensor shall, at its expense, indemnify and hold the DoD harmless from any suit or proceeding which may be brought by a third party against the DoD, its departments, officers or employees for the alleged infringement of any United States patents, copyrights, or trademarks, or for a misappropriation of a United States trade secret arising out of performance of this Agreement (the "Claim"), including all licensed products provided by the Licensor. For the purposes of this Agreement, "indemnify and hold harmless" shall mean the Licensor's specific, exclusive, and limited obligation to (a) pay any judgments, fines, and penalties finally awarded by a court or competent jurisdiction, governmental/administrative body or any settlements reached pursuant to Claim and (b) reimburse the DoD for its reasonable administrative costs or expenses, including without limitation reasonable attorney's fees, it necessarily incurs in handling the Claim. The DoD agrees to give Licensor prompt notice of any such claim of which it learns. The DoD has the sole authority to represent itself in actions brought against the DoD. Licensor shall not, without the DoD's consent, which shall not be unreasonably withheld, conditioned, or delayed, enter into any settlement agreement which (a) states or implies that the DoD has engaged in any wrongful or improper activity other than the innocent use of the material which is the subject of the Claim, (b) requires the DoD to perform or cease to perform any act or relinquish any right, other than to cease use of the material which is the subject of the Claim, or (c) requires the DoD to make a payment which Licensor is not obligated by this Agreement to pay on behalf of the DoD. It is expressly agreed by the Licensor that, in the event it makes an appropriate request that the DoD to provide support to the Licensor in defending any such Claim, the Licensor shall reimburse the DoD for all necessary expenses (including attorneys' fees, if such are made necessary by the Licensor's request) incurred by the DoD for such support.
- b) The Licensor agrees to exercise reasonable due diligence to prevent claims of infringement on the rights of third parties. The Licensor certifies that, in all respects applicable to this Agreement, it has exercised and will continue to exercise due diligence to ensure that all licensed products provided under this Agreement do not infringe on the patents, copyrights, trademarks, trade secrets or other proprietary interests of any kind which may be held by third parties.
- c) If, in the Licensor's opinion, the licensed products furnished hereunder are likely to or do become subject to a claim of infringement of a United States patent, copyright, or trademark, or for a misappropriation of trade secret, then without diminishing the Licensor's obligation to satisfy any final award, the Licensor may, at its option and expense, substitute functional equivalents for the alleged infringing licensed products, or, at the Licensor's option and expense, obtain the rights for the DoD to continue the use of such licensed products.
- d) If any of the licensed products provided by the Licensor are in such suit or proceeding held to constitute infringement and the use thereof is enjoined, the Licensor shall, at its own expense and at its option, either procure the right to continue use of such infringing products, replace them with non-infringing items, or modify them so that they are no longer infringing.
- e) If use of the licensed products is enjoined and the Licensor is unable to do any of the preceding set forth in item (d) above, the Licensor agrees to, upon return of the licensed products, refund to the DoD the license fee paid for the infringing licensed products, on

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- a pro-rata basis for the remainder of the then-current subscription term for the licensed products.
- f) The obligations of the Licensor under this Section continue without time limit and survive the termination of this Agreement.
 - g) Notwithstanding the above, the Licensor shall have no obligation under this Section 4 for:
 - (1) Modification of any licensed products provided by the DoD or a third party acting under the direction of the DoD;
 - (2) any material provided by the DoD to the Licensor and incorporated into, or used to prepare the product;
 - (3) use of the Software after Licensor recommends discontinuation because of possible or actual infringement and has provided one of the remedy's under (e) or (f) above;
 - (4) use of the licensed products in other than its specified operating environment;
 - (5) the combination, operation, or use of the licensed products with other products, services, or deliverables not provided by the Licensor as a system or the combination, operation, or use of the product, service, or deliverable, with any products, data, or apparatus that the Licensor did not provide;
 - (6) infringement of a non-Licensor product alone;
 - (7) the DoD's use of the licensed product beyond the scope contemplated by the Agreement; or
 - (8) the DoD's failure to use corrections or enhancements made available to the DoD by the Licensor at no charge.
 - h) The obligation to indemnify the DoD, under the terms of this Section, shall be the Licensor's sole and exclusive obligation for the infringement or misappropriation of intellectual property.

5. Virus, Malicious, Mischievous or Destructive Programming:

With the exception of the intended functionality of the licensed products, Licensor warrants that the licensed product as delivered by Licensor does not contain any viruses, worms, Trojan Horses, or other malicious or destructive code to allow unauthorized intrusion upon, disabling of, or erasure of the licensed products (each a "Virus"). However, the licensed products may contain a key limiting use to the scope and quantity of the license(s) granted, and license keys issued by Licensor for temporary use are time-sensitive.

The DoD's exclusive remedy, and Licensor's sole obligation, for any breach of the foregoing warranty shall be for Licensor to (a) replace the licensed products with a copy that does not contain Virus, and (b) if the DoD, has suffered an interruption in the availability of its computer system caused by Virus contained in the licensed product, reimburse the DoD for the actual reasonable cost to remove the Virus and restore the DoD's most recent back up copy of data provided that:

- the licensed products have been configured and used by the DoD in accordance with the Documentation;
- the licensed products have not been modified by any party other than Licensor;

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- The DoD has been configured and tested, in a test environment, all new releases of the licensed products and has used a generally accepted security measures to screen the licensed products prior to installation in its production environment.

For clarity, the licensed products are SaaS items and do not require installation.

Under no circumstances shall Licensor be liable for damages to the DoD for loss of the DoD's data arising from the failure of the licensed products to conform to the warranty stated above.

6. Delivery: Publisher's delivery of the Products to DoD shall be by electronic download or otherwise available on a hosted basis, or as otherwise specified in Delivery Orders, FOB Destination.

7. Program Warranty: Program Warranty: Licensor warrants that, for the duration of the subscription term for the Software, the Software will perform in all material respects the functions described in the Documentation when operated in accordance with the Documentation.

a) **Noncomplying Product:** In the event DOD determines that the Product is a Noncomplying Product, during the warranty period specified above, DOD will notify Licensor and Licensor will have ten (10) business days thereafter to begin remedying the nonconformance. If Licensor is unable to remedy such nonconformance within a reasonable time (but in any event not less than ten (10) business days), Publisher agrees that DOD terminate its license to the Software and Publisher shall promptly refund any moneys prepaid for such Software on a pro rata basis for the remainder of the then-current subscription term.

b) **Licensee Obligations:** Licensee must report to Licensor in writing any breach of the warranties during the relevant warranty period. Licensor shall use commercially reasonable efforts to correct or provide a workaround for reproducible Software errors that cause a breach of this warranty or, if Publisher is unable to make the Software operate as warranted within a reasonable time considering the severity of the error and its impact on Licensee, Licensee shall be entitled to return the Software to Publisher and recover the **pro-rated** fees paid by Licensee to Licensor for the license to the non-conforming Software.

c) **Discontinuance of Support:** Licensor will give DOD one hundred eighty (180) days advance written notice before Licensor or its authorized Resellers discontinue support of any Product

d) **The limited warranty set forth in this Section shall be void if the Service nonconformity is caused by (a) modifications to or customizations of the Service without the express written authorization of Recorded Future, (b) Force Majeure Event, (c) misuse, fault or negligence of or by Customer, or (d) causes external to the Service such as, but not limited to, power failure or electrical power surges that are beyond Recorded Future's reasonable control.**

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- 8. Limitation of Liability:** The Licensor's liability to the DoD under this Agreement shall be limited to the greater of (a) the value of any purchase order issued; or (b) \$250,000. This limitation does not apply to damages for:
- a) Bodily injury;
 - b) death;
 - c) intentional injury;
 - d) damage to real property or tangible personal property for which the Licensor is legally liable; or
 - e) licensor's indemnity of the DoD for patent, copyright, trade secret, or trademark protection.

In no event will the Licensor be liable for consequential, indirect, or incidental damages even if advised of the possibility of such damages. Licensor will not be liable for damages due to lost records or data.

- 9. Termination:** Licensor may not terminate this Agreement for non-payment from reseller.
- a) The DoD may terminate this Agreement without cause by giving Licensor thirty (30) calendar day's prior written notice (Notice of Termination) whenever the DoD shall determine that such termination is in the best interest of the DoD (Termination for Convenience). However, in the event DoD elects to terminate under this Section 9(a), DoD shall not be entitled to any refunds, and shall remain liable for the fees due for the remainder of any then-current subscription term for the Software.
- 10. Background Checks:** This term will be applicable if required by local command policy and prior to the commencement of on-site professional services by Licensee employee who is proposed for assignment to perform services at your site or via remote access in or from the United States and only if the Licensor employee does NOT possess a Department of Defense ("DoD") performed National Agency Check with Inquiries ("NACI") or a DoD security clearance of SECRET or higher, Licensor, or its agent, will complete a criminal background check, or confirm that such a background check has been completed, on such employee. The criminal background check shall consist of a check of public records, to the extent available at the county level, where the employee has established credit in the United States as determined by a social security trace. The check is for felony and misdemeanor convictions within the seven (7) years preceding the date of the check. To the extent not prohibited by law, Licensor shall not assign any employee to perform such services for whom a criminal background check, at the time of its completion, uncovered conviction of a felony or conviction of a misdemeanor. In the event that DoD requires on-site support outside the United States, Licensor will make reasonable efforts to work with DoD in order to address its security concerns.
- 11. Confidentiality:** Each party shall treat the other party's confidential information in the same manner as its own confidential information.

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- 12. Publicity/Advertisement:** The Licensor must obtain DoD approval prior to mentioning the DoD or a DoD agency in an advertisement, endorsement, or any other type of publicity. This includes the use of any trademark or logo.
- 13. Territory:** Any Department of Defense (DoD) civilian or military installation or work site in the Continental United States (CONUS) or outside the Continental United States (OCOUS), regardless of where software was acquired.
- 14. Backup for User Documentation:** Licensor grants DoD to make a reasonable number of copies for DoD's internal business purposes. DoD is responsible for ensuring that all copyright notices, trademarks and other restrictive legends are maintained on such copies. DoD is also responsible for reporting to Licensor if DoD learns of the misuse or mishandling of User Documentation provided under the contract to DoD personnel, contractors or Government employees.
- 15. Transfers and Assignments:** Licensee is authorized to transfer or assign the Software or Licensee's rights in the Software, and such authorization would include sublicensing, assignment or transfer among or between DOD agencies, outsourcers, contractors or Licensee, (in support of the DoD mission) or authorize any portion of the Software to be copied onto or accessed from another individual's or entity's computer, except as may be explicitly provided in this Agreement.
 - a) Transfers: within the DoD and in the event that an Authorized User has a valid license under this Agreement and that Authorized User is reorganized or restructured such that its responsibilities and operations are transferred to another Authorized User agency, the agency shall have the right to assign the affected program licenses to a successor.
 - b) Assignments: Licensee is authorized to assign ownership of licenses when Licensee intends to designate an outsourcer, contractor (in support of the DoD mission), DoD Agency or other, as determined, to assume ownership of the license along Licensor written concurrence. All activities by such Assignee shall be subject to the Licensor's Software License Agreement as modified herein. Any deviation shall be subject to a separate agreement between Licensor and such Assignee, specifying conditions for the use of the Software, which agreement shall not impose any more restrictive covenants than are provided to Licensee in the Licensor's Software License Agreement, as modified herein. The assignment of licenses will be without cost to any party involved in the assignment of licenses. It is further understood that Assignee will be responsible for all future subscription fees for any assigned licenses.
 - c) Licensee shall complete any required Licensor documentation required to facilitate the transfer or assignment of license and continuation of support for the transferee or assignee. All license transfers or assignments will be without cost to the Licensee, provided that the licenses are current with regard to Licensor annual subscription fees, and the Licensee does not re-market or otherwise intend to resell the licenses to be transferred.

It is inherently understood Licensee and the successor transferee or assignee agree to be bound to this Software License Agreement (including Exhibit A).
- 16. Functionality Replacement and Extended Support.** If Licensor removes any or all of the material features or functionality to which DoD is being granted access hereunder from the Software without introducing replacement or substitute functionality such that the Software no

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longer performs its core operations as when made available and Licensor subsequently offers those features or functionality in a new or different product (whether directly or indirectly or through a third party), then upon request by DoD the License will be deemed to include the portion of those new or different products that contain the original features, at no additional charge to DoD. If the Software provided to DoD is updated as replacement, renamed or re-branded applications or products for any reason, then DoD shall be entitled to the same license to use the replacement, renamed or re-branded product as DoD had with respect to the Software that DoD had immediately prior to such replacement, renaming or re-branding, at no additional charge to DoD so long as (a) the new applications or products are functionally equivalent, at a minimum, and the same conditions of use apply as to the Software and (b) Licensor ceased or has advised DoD that Licensor intends to cease supporting the initial Software while DoD was still paying subscription fees for such Software. If the functionality contained in any licensed products acquired hereunder is substantially reduced, or if the product is replaced and the Licensor provides the same or substantially similar functionality as a separate or renamed product, then the DoD is entitled to license such software without any additional license requirements or additional maintenance fees, or Licensor will provide a pro-rated refund on the remaining subscription term.

17. Rights of Survivorship of the Agreement. This Agreement shall survive unto Licensor, its Successor, rights and assigns. The software and agreement terms and conditions as intended to survive termination shall survive this agreement, in perpetuity, notwithstanding the acquisition or merger of Licensor by or with another entity.

18. Audit Responsibilities: This Section sets out the sole audit right under this agreement.

- a) DOD will maintain, and promptly provide to Publisher upon its request, but no more frequently than once in a twelve (12) month period, accurate records regarding use of the software by or for DOD. If DOD becomes aware of any unlicensed use of the software, DOD will notify Contractor and Publisher within 15 calendar days, providing reasonable details. The limit of DOD's responsibility for any unlicensed use of the software by any Users employed by or performing services for DOD is the requirement that DOD purchase additional licenses for the product through Contractor without any penalty or promptly stop using the software and delete any unauthorized copies.
- b) DOD will perform a self-audit, upon the request of the Publisher, but no more frequently than once in a twelve (12) month period, and report any change in software program use (hereinafter "True up number"). The Publisher may make such a request of an individual agency of the DOD and will notify the DOD in the event of such a request. If the Publisher requests a self-audit from a DOD agency, a will not make another request of that agency for at least 12 months. Any self-audit, which shall be certified by a DOD employee authorized to do so, shall include, but not be limited to, the number of copies of the programs installed and/or in use by the DOD, the designated system(s) on which the programs are installed and/or running, and if applicable, the number of users of the programs. DOD shall notify Contractor and Publisher of the True up number no later than 90 calendar days after completion of the self-audit. If the self-audit finds that DOD is under-licensed, DOD will either 1) cease use of the quantity in excess of the DoD licensed quantity and work with the Publisher and Contractor in good faith to account for such excess use or 2) make an additional purchase of the product through Contractor, wherein such pricing is in accordance with any current ESI pricing. The

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procurement of additional licenses, if required, will transpire no later than 60 days after DOD's aforementioned notification. There will be no penalties involved in the procurement of the additional licenses.

- 19. Net-Centricity:** The Department of Defense is transforming the way information is managed to accelerate decision-making, improve joint war fighting and create intelligence advantages. To reach this "Net-Centric" state, DoD must exploit advancing technologies that move the enterprise from an application centric to a data-centric paradigm. DoD ESI Contractor partners are encouraged to use the OSD NII DCIO Net-Centric Checklist, located at: http://DoDcio.defense.gov/Portals/0/Documents/NetCentric_Checklist_v2-1-3_.pdf to provide information on the Net-Centric posture of their IT products and services.
- 20. Section 508 of the Rehabilitation Act Compliance:** Publisher is compliant with Section 508 to the extent described in its Voluntary Product Accessibility Templates as applicable for the products being offered under this Agreement. General information regarding the Section 508 Act can be found at the web site www.section508.gov.
- 21. Orders:** Any term or condition in an order to be placed that will expressly supersede a term or condition of this agreement must be approved in writing via email by the designated DOD PCO for this ESI BPA, a copy of which shall be attached to such order. Any term or condition in an order that has been placed that expressly supersedes a term or condition of this agreement is ineffective unless subsequently agreed to in writing via an email by the designated DOD PCO for this agreement attached to the order with an Administrative Modification.
- 22. Software Asset Management & ISO-IEC 19770:2015 Series:** The Licensor shall make commercially reasonable efforts comply with ISO 19770:2015 Series Standards for all software products governed by this agreement.
- 23. Authorized Users:** An Authorized User includes, but is not limited to DoD government employees (military, civilian, reserves, national guard), contractors, non-human devices, detailed individuals that are included and accounted for in the DoD in support of DoD missions and those individuals or non-human devices who have access to, use or are tracked by Licensor's programs.
- 24. Data Sharing/Transfer:** Data transfer is: Batch Processing, Multiplexing and Flat File Environments. This license provides the DoD all rights concerning data sharing, data access, data transfer and data manipulation for authorized users associated with the DoD missions. The parties agree that as long as one party has a valid license, the transfer of data or the sharing of data is unrestricted. This license also provides for the ability of authorized users to access data from any US-owned datacenter with data owner granted permission and any appropriately licensed non-US owned datacenters.
- 25. Third Party Software:** Notwithstanding anything to the contrary, the Government shall not be subject to third party terms and conditions that are contrary to Federal law.

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- 26. Additional Functionality:** Any additional functionality provided on Licensor Products shall not impose additional license terms and/or fees on the Government.
- 27. Finality of Terms:** This agreement and any attachments to this agreement will be the sole document governing the granting of licenses between DoD and Licensor. There shall be no changes to this license agreement unless agreed to by both parties in writing.
- 28. Use of this Agreement by the Federal Government:** The parties agree that, if a federal agency implements another contracting vehicle for Licensor's products, and if the licensee is an agency of the Federal Government, then, the terms and conditions of this Agreement can apply to any purchase of software products by that agency, and that the terms and conditions of this Agreement become part of the purchase document without need for further execution. Additionally, should a Federal Government Agency desire to use this agreement, it will be without remuneration to any party.
- 29. DoD Enterprise License:** The parties agree, that in the spirit of cooperation, there may be an instance, during the course of this agreement, where DoD desires an Enterprise Agreement with the publisher. The parties agree that all will work towards implementation of a DoD Enterprise Agreements, that all terms contained in this agreement may become part of the Enterprise Agreement and the DoD and Publisher will work cooperatively on issues that may hamper such an agreement (legacy licenses and the accompanying support, Right-sizing the enterprise and so on).
- 30. Ineffective Provisions:** If any document incorporated by reference into this agreement, and/or referenced therein, contains a provision (a) allowing for the automatic termination of your license rights or technical support services; (b) allowing for the automatic renewal of services and/or fees; (c) requiring the governing law to be anything other than Federal law, and/or (d) that otherwise violates applicable Federal law, then, such terms shall not apply and shall have no effect. If any document incorporated by reference into this agreement, including additional terms and conditions included and/or referenced therein, contains an indemnification provision, such provision shall not apply as to the United States indemnifying the Publisher or any other party.
- 31. Previously Acquired Licenses:** All Publisher licenses, of any versions or releases, that were acquired and/or assigned to any DOD agency prior to the effective date of this Software License Agreement shall be converted and replaced with licenses subject to this Software License Agreement.
- Data Ownership in a Cloud Environment:** When the term of services end, Licensee generally no longer has rights to access or use the services, including the associated Publisher programs and services environments.
- 32. Professional Services:** Publisher may subcontract all or part of the Services to be performed, to a qualified third party only with the explicit written acceptance of the Licensor. Any subcontracting of Professional Services must be noted on the Order Form and acknowledged in the customer's delivery order.

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Exhibit A

Recorded Future Software License Agreement

1. LICENSE AND SUPPORT. Subject to the terms, conditions and restrictions set forth in this Agreement, including payment of the Subscription Fees set forth in the Order Form, Recorded Future hereby grants Customer, and Customer hereby accepts, a non-exclusive, non-transferable, right and license, to access and use, solely for its internal business purposes, (i) the Subscription Service identified on the Order Form (the "Service"), on a hosted basis, in accordance with the user documentation provided with the Service ("Documentation"), and (ii) the Documentation, in each case for the Subscription Term set forth in the applicable Order Form. Use of the Service is also restricted and subject to the number of users and other limitations set forth in the Order Form. During the Subscription Term Recorded Future will support the Service in accordance with the Support and Service Level Policy attached as Appendix 2

2. TERM; RENEWAL; TERMINATION

2.1 Term of Agreement. This Agreement is effective as of the Effective Date set forth in the Order Form and will continue until the services as described in the Order Form and any Statements of Work ("SOW(s)") have been completed, expired or terminated.

2.2 Term and Renewal of Orders. The Subscription Term described in each Order Form will commence upon the Order Form Effective Date and continue as set forth therein ("Initial Term") and will automatically renew for additional one (1) year terms (each, a "Renewal Term") unless either party has given the other party written notice of non-renewal at least ninety (90) days prior to the end of an Initial Term or Renewal Term. Rates for any Renewal Term will not exceed the previous year's rates by more than the rate of inflation under the Consumer Price Index (All Urban Index, latest year for which statistics are available) plus five percent (5%), unless the parties agree otherwise in writing.

2.3 Termination. This Agreement and any Service may be terminated only if one party materially breaches this Agreement and fails to cure such breach within thirty (30) days or receipt of notice of the breach from the non-breaching party. Upon any termination or expiration of this Agreement, all rights granted to Customer hereunder shall terminate and Customer shall cease all use of the Service.

3. FEES; PAYMENT TERMS. Subscription Fees and any other fees for professional services are specified on the Order Form. Customer agrees to pay any pre-approved reasonable travel and living expenses incurred in connection with the provision of services under a SOW. Unless otherwise set forth on the Order Form or a SOW, all fees will be invoiced upon the Effective Date of the Order Form. Payment terms are Net 30 days from the date of receipt of invoice. Customer shall be responsible for all taxes on the fees, except for taxes on Recorded Future's income. Customer shall reimburse Recorded Future for all costs and expenses, including attorneys' fees, incurred in collecting any unpaid amounts owed by Customer hereunder.

4. RESTRICTIONS; PROPRIETARY RIGHTS. Customer shall not (and shall not allow any third party to): (i) decompile, disassemble, reverse engineer or attempt to reconstruct, identify or discover any source code, underlying ideas or other technology, user interface techniques or algorithms of the Service or disclose any of the foregoing; (ii) encumber, transfer, distribute, sell, sublicense, assign, provide, lease, lend, use for timesharing or service bureau purposes, or use for the benefit of any third party (including to or for any Customer affiliate or subsidiary), or otherwise use (except as expressly provided herein) any part of the Service or Documentation; (iii) copy, modify, adapt, translate, incorporate into or with other software, or create a derivative work of any part of the Service or Documentation; (iv) attempt to circumvent any user limits, timing or use restrictions that are built into the Service; (v) use the Service or Documentation in the development or marketing of any software, service or other offering that is similar to or competes with any Recorded Future offering; (vi) use any product data as a training set for machine learning or training of AI; (vii) use any robot, spider, scraper or other automated means to access the Service, or engage in any scraping, data-mining, harvesting, screen-scraping, data aggregating or indexing of the Service; (viii) interfere with or disrupt the Service or related servers or networks; or (ix) use the product in any harmful or unlawful ways, including but not limited to misuse of credit card information or other personal information, violation of any data privacy or computer laws and regulations, or distribution or use in violation of Recorded Future's [Acceptable Use Policy](#), or any U.S. export controls, economic sanctions, or anticorruption laws or regulations.

The Service is the proprietary intellectual property of Recorded Future that contains trade secrets and is protected by copyright law. An API license, if available as set forth in the Order Form, authorizes Customer to programmatically access certain Recorded Future data and functionality available as part of the Service hereunder, limited to the specific API type and API credit quota subscribed. Customer is prohibited from reselling or otherwise distributing or disclosing Recorded Future data, delivered directly or as a derived product or service, to any third parties. Redistribution or copies of any part of the service is not allowed unless a license for derivative works is purchased.

Subject to any license granted hereunder, Recorded Future retains sole and exclusive ownership of all right, title, and interest in and to the Service and any other technology used to provide it. Any and all enhancements, modifications, corrections and derivative works that are made to the Service will be considered part of the Service for the purposes of this Agreement and will be owned by Recorded Future. Recorded Future shall own all rights, title and interest in any deliverables created by Recorded Future under a SOW or Order Form, but all such deliverables shall be licensed to Customer for use in connection with Customer's use of the Service hereunder. Notwithstanding the foregoing, Customer retains all rights, title and interest in and to Customer's own information and data, including Customer's ideas, processes, standards, practices, and management policies and procedures, that is input by Customer into the Service or supplied to Recorded Future ("Customer Data"). Recorded Future may use Customer Data to provide the Service, develop and improve its offerings, and otherwise in its business.

5. LOGO AND USER CONFERENCE. Customer agrees to allow the use of its name and logo, without endorsement, in a general list of Recorded Future customers and consents to receiving communications regarding product updates, customer support, and marketing initiatives from Recorded Future. Further, by purchasing Recorded Future, Customer shall be entitled to [redacted] ticket(s) to Recorded Future's annual user conference RFUN to be held in October, contingent on registration by Customer's representative before September 1st (for any Agreement executed after September 1st, tickets will be provided for the following year's RFUN conference).

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6. CONFIDENTIALITY. Each party shall maintain as confidential and shall not disclose (except to its employees, accountants, attorneys, advisors, affiliates, outsourcers and third party service providers of recipient with a need to know in connection with recipient's performance under this Agreement, and who have been advised of the obligation of confidentiality hereunder and are bound by appropriate confidentiality obligations), copy or use for purposes other than the performance of this Agreement, any information disclosed by the other party hereunder during the term of this Agreement that is marked as confidential (or similar) or would reasonably be considered confidential, which may include information relating to the other party's business affairs, trade secrets, technology, research, development, pricing or terms of this Agreement ("Confidential Information") and each party agrees to protect all received Confidential Information with the same degree of care that it would use with its own Confidential Information and to prevent unauthorized, negligent or inadvertent use, disclosure or publication thereof. Breach of this Section may cause irreparable harm and damage. Thus, in addition to all other remedies available at law or in equity, the disclosing party shall have the right to seek injunctive or other equitable relief, without any requirement to post bond, and to recover the amount of damages (including reasonable attorneys' fees and expenses) incurred in connection with such breach. The recipient shall be liable to the disclosing party for any use or disclosure in violation of this Section by recipient or its affiliates, employees, third party service providers or any other related party. Confidential Information shall not include information that (a) is already known prior to the disclosure by the owning party; (b) is or becomes publicly known through no breach of this Agreement; (c) is independently developed without the use of the other party's Confidential Information and evidence exists to substantiate such independent development; (d) information that is obtained from a third party, and that third party is not, in good faith belief to the recipient, under any legal obligation of confidentiality; or (e) the recipient receives written permission from the disclosing party for the right to disclose any Confidential Information.

Notwithstanding the above, this Section shall not prohibit receiving party from disclosing Confidential Information to the extent required by applicable law, rule or regulation or the rules and regulations of the SEC or any national securities exchange; provided that recipient gives discloser prior written notice, if practicable, and reasonably cooperates with related requests of discloser.

Further, notwithstanding the above or anything to the contrary herein, if Customer provides Recorded Future any feedback or suggestions regarding the Service or its other offerings, including potential improvements or changes (collectively, "Feedback"), Feedback shall not be Confidential Information of Customer, and Recorded Future shall be free to use and otherwise exploit in any manner Feedback for any purpose

7. LIMITED WARRANTY. (A) Recorded Future represents and warrants that the Service will substantially conform to the Documentation during the Warranty Period, which shall mean the Initial Term and any Renewal Term. If Customer notifies Recorded Future in writing of a nonconformity of Service during the Warranty Period, Recorded Future will, at its option and expense, (i) correct any nonconformities in the Service that cause the Service to fail to substantially conform to the Documentation, or (ii) provide to Customer a pro rata refund of any prepaid but unutilized Subscription Fees applicable to the non-conforming Service (in which case, Recorded Future may also terminate this Agreement with respect to such Service by written notice to Customer). The limited warranty set forth in this Section shall be void if the Service nonconformity is caused by (a) the use or operation of the Service with an application or in an environment other than that recommended in writing by Recorded Future, (b) modifications to or customizations of the Service without the express written authorization of Recorded Future, (c) accident, disaster or event of force majeure, (d) misuse, fault or negligence of or by Customer, (e) use of the Service in a manner for which it was not designed, (f) causes external to the Service such as, but not limited to, power failure or electrical power surges.

(B) THE WARRANTY AND REMEDIES SET FORTH IN THIS SECTION 7 REPRESENT RECORDED FUTURE'S SOLE WARRANTY AND CUSTOMER'S SOLE REMEDY IN THE EVENT OF BREACH OF WARRANTY. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, RECORDED FUTURE MAKES NO AND DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WARRANTIES (I) OF NONINFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; OR (II) AS TO THE ACCURACY, COMPLETENESS, OR RELIABILITY OF ANY INFORMATION OBTAINED FROM THE SERVICE.

8. LIMITATION OF LIABILITY. THE CUMULATIVE AGGREGATE LIABILITY OF RECORDED FUTURE FOR ALL DAMAGES ARISING FROM OR RELATING TO THE SERVICE OR THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED THE TOTAL AMOUNT OF FEES PAID TO RECORDED FUTURE UNDER THE APPLICABLE ORDER FORM WITHIN THE YEAR PRECEDING THE CLAIM. NOTWITHSTANDING THE FOREGOING, IN NO EVENT WILL RECORDED FUTURE OR ITS LICENSORS OR OTHER PROVIDERS BE LIABLE TO CUSTOMER OR ANY OTHER PARTY FOR DAMAGES FOR LOSS OF DATA, LOST PROFITS, OR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATING TO THE SERVICE OR THIS AGREEMENT, EVEN IF RECORDED FUTURE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHERMORE, ALL INFORMATION PROVIDED BY THE SERVICE IS PROVIDED "AS-IS" AND RECORDED FUTURE SHALL NOT BE LIABLE FOR, AND CUSTOMER ASSUMES ALL RISK OF, DAMAGES OF ANY KIND ARISING FROM OR RELATING TO CUSTOMER'S USE THEREOF, INCLUDING ANY RELIANCE THEREON.

9. INDEMNIFICATION. (A) If a third party claims that the Subscription Service infringes any U.S. patent, copyright, or trade secret, Recorded Future will defend Customer against such claim at Recorded Future's expense and pay all damages finally awarded through judgment or settlement, provided that Customer promptly notifies Recorded Future in writing of the claim, allows Recorded Future sole control of the defense and/or settlement, and cooperates with Recorded Future in, the defense or settlement of such action. If such a claim is made or appears possible, Recorded Future may, at its option, secure for Customer the right to continue to use the Subscription Service, modify or replace the Subscription Service so that it is non-infringing, or, if neither of the foregoing options is available in Recorded Future's reasonable opinion, terminate this Agreement and refund to Customer any unamortized pre-paid fees for use of the Subscription Service. Recorded Future shall have no liability or obligation hereunder with respect to any infringement claim if such infringement is caused by (i) compliance with Customer's instructions, designs, guidelines, plans or specifications; (ii) Customer's use of the Subscription Service other than as specified in the applicable Documentation; (iii) modification of the Subscription Service by any person other than as authorized in writing by Recorded Future; or (iv) the combination, operation or use of the Subscription Service with any other product, service, data or other technology not supplied by Recorded Future, where the Subscription Service would not by itself be infringing. THIS PARAGRAPH STATES RECORDED FUTURE'S ENTIRE OBLIGATION TO CUSTOMER WITH RESPECT TO ANY CLAIM OF INFRINGEMENT.

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(B) Customer will indemnify and hold harmless Recorded Future, its affiliates, and their respective officers, directors, employees, agents, licensors and other providers, against any and all claims, actions, proceedings, suits, liabilities, losses, damages, costs and expenses, including attorneys' fees (collectively, "Liabilities") arising from or relating to Customer's breach of this Agreement, or Customer's use of the Service (but excluding any Liabilities to the extent caused by Recorded Future's gross negligence or willful misconduct). Recorded Future reserves the right to assume the sole control of the defense and settlement of any claim, action, proceeding or suit for which Customer is obliged to indemnify Recorded Future. Customer will cooperate with Recorded Future with respect to such defense and settlement.

10. **INSURANCE.** During the Term of this Agreement, Recorded Future shall, at its expense, at a minimum, maintain the following insurance coverage on a primary basis with the limits of liability indicated:

<u>Type of Coverage</u>	<u>Amount of Coverage</u>
Workers' Compensation	Statutory
Employers' Liability	\$500,000
Commercial / General Liability	\$1,000,000 per occurrence/\$2,000,000 aggregate
Automobile Liability	\$1,000,000 combined single limit
Umbrella Liability	\$10,000,000 per occurrence/aggregate
Errors & Omissions Liability	\$5,000,000
Crime	\$2,000,000

All such insurance shall be with insurers who are rated "A- VII" or better by the A.M. Best Company. Upon Customer's request, certificates of insurance for the above will be submitted to Customer. Recorded Future will be responsible for deductibles on any insurance policies referenced as part of this Agreement. Recorded Future will provide at least thirty (30) days prior notice to Customer of any termination or material modification of such coverage.

11. GENERAL.

11.1 **Entire Agreement; Amendment.** This Agreement is the complete and exclusive statement of the parties' agreement and supersedes all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter hereof. If these Terms and Conditions conflict with any of the terms or conditions of any Order Form or Statement of Work, then, unless otherwise provided herein, the terms and conditions of such Order Form or Statement of Work will control solely with respect to the Services covered by such Order Form or Statement of Work. Any purchase orders issued by Customer shall be deemed to be for Customer's convenience only and, notwithstanding acceptance of such orders by Recorded Future, shall in no way change, override, or supplement this Agreement. This Agreement may be amended or modified only by an express written agreement signed by duly authorized representatives of both parties.

11.2 **Waiver.** Any waiver or modification of the provisions of this Agreement will be effective only if in writing and signed by the party against whom it is to be enforced. If any provision of this Agreement is held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. A waiver of any provision, breach or default by either party or a party's delay exercising its rights shall not constitute a waiver of any other provision, breach or default.

11.3 **Independent Contractor.** Recorded Future is an independent contractor and not an employee of Customer. At no time shall either party make any commitments or incur any charges or expenses for or in the name of the other party, or be considered the agent, partner, joint venturer, employer or employee of the other party.

11.4 **Notices.** All notices or other communications required to be given hereunder shall be in writing and delivered either by U.S. mail, certified, return receipt requested, postage prepaid; by overnight courier; or as otherwise requested by the receiving party, to the address first listed above. Notices shall be effective upon their receipt by the party to whom they are addressed.

11.5 **Assignment.** Neither this Agreement, nor any rights or obligations hereunder, may be assigned, otherwise transferred or delegated by Customer without Recorded Future's prior written consent.

11.6 **Compliance with Laws.** Each party will be responsible for compliance with all legal requirements related to its performance under this Agreement, including all applicable U.S. export laws and those laws related to the protection of data privacy, and proper use of financial and personally identifiable information.

11.7 **Force Majeure.** Neither party will be responsible for any failure to perform (except for failure to make any payment due hereunder) due to causes beyond its reasonable control, including acts of God, terrorism, war, riot, embargoes, fire, floods, earthquakes, or strikes (each a "Force Majeure Event") provided that such party gives prompt written notice to the other party of the Force Majeure Event. The time for performance will be extended for a period equal to the duration of the Force Majeure Event.

11.8 **Governing Law and Disputes.** This Agreement and any dispute arising hereunder shall be governed by and interpreted and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to conflict of law principles, and shall be subject to the exclusive jurisdiction of the federal and state courts located in the Commonwealth of Massachusetts, and each party consents to the exclusive personal jurisdiction and venue of such courts.

11.9 **Non-Solicitation.** Neither party shall directly or indirectly solicit, employ or engage any employee of the other party with whom the non-employing party came into contact through the performance of this Agreement during the period such employee was engaged in the performance of this Agreement and for one (1) year after such engagement. If any court or other adjudicatory body determines that the foregoing provision is unenforceable because of its duration or scope, the court or adjudicatory body has the power to reduce the duration or scope of the provision, as the case may be, so that in its reduced form the provision is enforceable. Such power includes the authority to reform the provision by rewriting it, if required, so that it conforms to applicable law and carries out the parties' intentions under this Agreement. For purposes of the foregoing solicit shall not be deemed to mean: (a) circumstances where an employee of a party initiates contact with the other party with regard to possible employment; or (b) general solicitations of employment not specifically targeted at employees of a party, including responses to general advertisements.

11.10 **Interpretation.** Headings are provided for convenience only and will not be used to interpret the substance of this Agreement. Unless the intent is expressly otherwise in specific instances, use of the words "include," "includes," or "including" in this Agreement shall not be limiting and "or" shall not be exclusive.

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11.11 Counterparts. This Agreement may be executed in counterparts (which may be delivered by .pdf or other facsimile format acceptable to the parties), each of which shall be an original and all of which taken together shall form one agreement.

11.12 Survival. Any obligations that have accrued prior to termination or expiration, and the following provisions of this Agreement, shall survive any termination or expiration hereof: Sections 2.3, 3, 4, 6, 7(B), 8, 9 and 11.

Exhibit B
Recorded Future (“Publisher”) Support Agreement
SUBSCRIPTION SUPPORT AND SERVICE LEVEL POLICY
SUBSCRIPTION SUPPORT POLICY

- 1. 1. DEFINITIONS.**
 - 1.1 Defect. “Defect” means any error, omission, or deviation within the Subscription Service that prevents its successful operation in substantial conformance with the Documentation (except for nonconformity caused by (a) the use or operation of the Service with an application or in an environment other than that recommended in writing by Recorded Future, (b) modifications to or customizations of the Service without the express written authorization of Recorded Future, (c) accident, disaster or events beyond Recorded Future’s reasonable control (“Force Majeure Event”), (d) misuse, fault or negligence of or by Customer, (e) use of the Service in a manner for which it was not designed, or (f) causes external to the Service such as, but not limited to, power failure or electrical power surges).
 - 1.2 Critical Error. “Critical Error” means a Defect that causes the Subscription Service to be unusable.
 - 1.3 Significant Error. “Significant Error” means a Defect that has a material impact on Customer’s ability to use the Subscription Service.
 - 1.4 Other Error or Support Question. “Other Error” means a Defect that is not a Critical Error or a Significant Error. Support Question means request for information on how to effectively use the service.

- 2. 2. SUPPORT COVERAGE.**
- 5. 2.1 Support Contact.** support@recordedfuture.com | <http://support.recordedfuture.com/> | +1 (855) 476-9728
- 3. 2.2 Support Hours.** 24 (Twenty-Four) Hours a Day, 7 (Seven) Days a Week

- 4. 3. PREVENTITIVE SUPPORT.** Recorded Future will undertake reasonable efforts to prevent Defects. These efforts include, as appropriate: (i) advising Customer of all pertinent problems encountered by other Subscription Service users; (ii) performing the remedial work required to prevent problems encountered by other Subscription Service users from affecting Customer’s Subscription Service use; (iii) proactively remedying any security flaws; and (iv) reviewing data provided by Customer on the Subscription Service operation to ascertain potential problems.

- 5. 4. ERROR CORRECTION.** Recorded Future will undertake efforts necessary to promptly correct any Defect. Customer may report a Defect via Phone, In-Product or Email Support. Company will make reasonable efforts to correct the Defect or provide an acceptable work-around or action plan within the following time frames, depending on Customer’s classification of the Defect (subject to Recorded Future’s reasonable agreement with such classification):

Priority	Response Time	Target Maximum Resolution Time	Type of Resolution
Critical Error	Max 4 Business Hours	The objective will be to provide relief to the Customer within twenty-four (24) business hours and provide a Fix within seven (7) business days	Fix
Significant Error	Max 4 Business Hours	Max 7 Business Days	Delivered in next update
Other Error / Support Question	Max 1 Business Days	Max 7 Business Days	Description of current best practice for service usage.

SUBSCRIPTION SERVICE LEVEL POLICY

1. **GENERAL SUBSCRIPTION SERVICE PERFORMANCE CRITERIA.** The Subscription Service will be made available to Customer a minimum of ninety-nine and five tenths percent (99.5%) of the time within any thirty (30) day period. "Availability" is defined as the ability to successfully transmit Subscription Service data between Customer and Recorded Future. "Unavailability" consists of the number of minutes that the Subscription Service was not Available to Customer, but will not include Unavailability: (a) to the extent that Customer does not promptly notify Recorded Future of such Unavailability; (b) resulting from (i) scheduled maintenance by Recorded Future, where Customer has received advance notice of such scheduled maintenance; or (ii) reasons outside of Recorded Future's control, including, but not limited to, acts or omissions of Customer or anyone gaining access through Customer's passwords or equipment; the flow of data to or from Recorded Future's network and other portions of the Internet which depends on the performance of Internet services provided or controlled by third parties other than the Recorded Future or its or its hosting provider's data center facility; a service interruption caused by a security threat until such time as the security threat has been eliminated; reasons of force majeure; and emergency maintenance, of which Recorded Future will notify Customer as soon in advance as is practicable but will first endeavor to remedy the emergency.

2. **PERFORMANCE REMEDIES.** If the Availability of the Subscription Service for a Customer drops below 99.5% during a thirty (30) day period (except where Availability suffers due to the exclusions above), the Customer is eligible to receive a Service Credit equal to 10% of the monthly Subscription Fee for such month. Any Service Credits due are aggregated over the year and applied as a discount to the next annual bill or, in the case of the last year of a contract, the Subscription Term is extended at no charge, based on a pro-rata calculation of additional time due that equates to the value of the aggregated Service Credits. This represents Customer's sole and exclusive remedy, and Recorded Future's sole obligation, for Subscription Service Unavailability or failure to meet the Availability percentage.