

END-USER LICENSE AGREEMENT FOR ON-PREMISES CAST SOFTWARE

RECITALS

CAST S.A. has created a network of subsidiaries and distributors responsible for the marketing of the Software (as defined herein) and duly authorized in this respect to grant Licenses (as defined herein) of the Software, and as further set forth in Section 7.

IN CONSIDERATION of the mutual covenants and undertakings contained herein, and intending to be legally bound, CAST Software, Inc., a Delaware corporation having its principal place of business at 1450 Broadway, Floor 26, New York, NY 10018 (“Licensor”) and the U.S. Government agency that is licensing the use of CAST Software as designated in the Order(s) (“Licensee”) placed through Licensor’s authorized reseller, **[RESELLER LEGAL NAME]** holding a GSA Schedule Contract (“Reseller”), agree as follows.

1. DEFINITIONS

1.1 Specific Words or Phrases. For purposes of this Agreement, each word or phrase listed below in alphabetical order shall have the meaning designated. Other words or phrases used in this Agreement may be defined in the context in which they are used and shall have the respective meaning there designated.

“**Affiliate**” means and includes any entity that directly or indirectly controls, is controlled by, or is under common control with Licensee or Licensor, where “control” means the ownership of, or the power to vote, more than fifty percent (50%) of the voting stock, shares or interests of such entity and to direct or cause the direction of the management and policies of such entity whether by contract or otherwise.

“**Agreement**” means the terms of this End User License Agreement (“EULA”), the appendices attached hereto or incorporated herein by reference together with the Order(s), as more fully defined below, entered into between Licensee and Reseller from time to time for Licensee’s purchase of a License to download, install, access and use the identified Software in accordance with the terms of this EULA.

“**Business Day(s)**” means all days except Saturdays, Sundays, and Bank and public holidays. All references to “day(s)” are to calendar days unless “Business Day” is specified.

“**Business Hour(s)**” means a clock hour during the standard business hours of a Business Day based on Licensee’s support region.

“**CAST Data**” means the software intelligence generated by the CAST Software and accessed through CAST products, dashboards, databases, APIs, or via any other means.

“**Defect**” means a defect, failure, malfunction, or nonconformity in the Software that prevents the Software from operating in accordance with the Documentation.

“**Documentation**” means all documents and materials (in any language, format or medium) that are normally supplied by Licensor to its commercial licensees to aid in the use and operation of the Software, and all modifications to such documents or materials that are made by or on behalf of Licensor from time to time.

“**Effective Date**” means the date upon which Licensee executes the first Order as contemplated herein.

“**Intellectual Property Rights**” means all trade secrets, patents and patent applications, trademarks (including any

goodwill acquired in such trade marks), service marks, trade names, business names, internet domain names, e-mail address names, copyrights, moral rights, database rights, design rights, rights in know-how, rights in confidential information, rights in inventions (whether patentable or not) and all other intellectual property and proprietary rights, whether registered or unregistered, and any application for the foregoing, (including all claims and causes of action for infringement, misappropriation or violation and all rights in any registrations and renewals), worldwide and whether existing now or in the future.

“License” means a license to use the Software granted pursuant to the terms and conditions of this Agreement and the applicable Order(s).

“Licensee’s Systems” means any and all computing equipment, all associated or interconnected network equipment, routers, semi-conductor chips, software, and communication lines, and all other equipment or personal property owned, licensed or operated by, or on behalf of the Licensee.

“Managed Services” means operating the Software by third parties and making results available to Licensee, for Licensee’s sole use and benefit.

“Named Application” means Licensee’s software application and its software Source Code and other application components being analyzed by Licensee through Licensee’s utilization of Software, as may be applicable and set forth in an Order.

“Order” means an instrument entered into between Licensee and Reseller for Licensee’s purchase of a License to download, install, access and use the identified Software in accordance with the terms of this EULA. Each Order shall at a minimum include the following: (i) a description of the Software being licensed; (ii) the scope of the License; and (iii) a reference to this EULA incorporating the terms hereof to the applicable Order. Each Order issued by Reseller to Licensee shall substantially conform to the quote issued by Licensor for the particular engagement requested by Reseller in support of Licensee as may be made from time to time (each a “Licensor Quote”). Further, Each Order shall reflect the restrictions, limitations, obligations and disclaimers for the Software identified therein as outlined in the corresponding Licensor Quote. For clarity and avoidance of doubt, Reseller is only authorized to execute an Order that reflects the applicable Licensor Quote for the particular engagement contemplated. Any Order which purports to extend a License to Licensee for Software which does not materially reflect the corresponding Quote, as more fully defined below, shall be null and void.

“Party” means either the “Licensor” or “Licensee”, individually as the context so requires; and **“Parties”** means the “Licensor” and “Licensee”, collectively as the context so requires.

“Personnel” means and includes a Party’s directors, officers, and employees.

“Quote” means a document issued by Reseller to Licensee reflecting the prospective License to Software being offered, which materially conforms to the corresponding Licensor Quote issued at the request of Reseller in support of a particular engagement. Each Quote is only valid for the Software and any appurtenant services, including but not limited to support services, that are included in the Quote and at the specified prices as outlined therein. To the extent any document or information is identified in a Quote with the intention of it being incorporated into the Quote, it will form part of the Quote.

“Support Service” means the Support Service as more specifically described in an Order executed between Reseller and Licensee. Any other services provided by CAST are subject to separate agreement or statement of work.

“Software” means the computer programs licensed by Licensor to a Licensee, as more specifically described in an Order executed between Reseller and Licensee, in accordance with the terms and conditions of this Agreement, including any customizations, enhancements, Updates, releases, replacement or successor products, Defect corrections, and other modifications thereto provided to Licensee by Licensor, together with the related Documentation.

“**Source Code**” for both Licensor Software and Licensee’s software applications means and includes human-readable computer programming code, associated procedural code, libraries, scripts and related and supporting documentation corresponding to the Software and all subsequent versions (including assembly, linkage and other utilities), suitable and sufficient to enable a person possessing reasonable skill and expertise in computer software and information technology to build a machine-executable object code version of the software.

“**Update(s)**” means releases of the Software that incorporates improvements of current features and functionality and/or correction of the Software’s Defects. Update excludes new features and new functionality that will be part of new product modules sold separately.

1.2 **Common Words.** The following words shall be interpreted as designated: (i) “or” connotes any combination of all or any of the items listed; (ii) where “including” is used to refer to an example or begins a list of items, such example or items shall not be exclusive; and (iii) “specified” requires that an express statement is contained in the relevant document.

2. **APPLICABILITY**

This EULA establishes the terms and conditions enabling Licensor to provide the Software and any appurtenant services to Licensee. To the extent any provisions of this EULA are inconsistent with applicable Federal law, including but not limited to the Anti-Deficiency Act (31 U.S.C. § 1341(a)(1)(B)), the Contracts Disputes Act of 1978 (41 U.S.C. § 601-613), the Prompt Payment Act, the Anti-Assignment statutes (31 U.S.C. § 3727 and 41 § U.S.C. 15), 28 U.S.C. § 516 (Conduct of Litigation Reserved to Department of Justice (DOJ), and 28 U.S.C. § 1498 (Patent and copyright cases), and are incapable of being amended and construed in a consistent manner which is designed to effectuate the purposes of such provisions to the fullest extent permitted by applicable Federal law then in accordance with FAR 12.212(a) they shall be deemed deleted and unenforceable under any resultant order.

3. **TERM AND TERMINATION**

3.1 **Term.** This EULA shall commence as of the Effective Date and shall continue for so long as any Order(s) continue to be in effect unless superseded or otherwise terminated by agreement of the Parties. Each Order shall contain the commencement date and the term of the applicable License (the “License Term”). Each License Term shall only become effective on the commencement date defined in the applicable Order and shall continue through the earlier of (x) the expiration date for the Licenses granted thereunder, or (y) the date of termination specified by either Party in accordance with this EULA.

3.2 **Termination for Cause.** If either Party breaches a material obligation under the Agreement and fails to cure such breach within thirty (30) days from the date it receives from the non-breaching Party a notice of the breach and a demand for cure, then the non-breaching Party may thereafter terminate the Agreement immediately on notice. To the extent this Section 3.2 as drafted is inconsistent with FAR 52.212-4 and Contracts Disputes Act (41 U.S.C. § 601-613), the Parties intend for this Section 3.2 be amended and construed in a manner designed to effectuate the purposes hereof to the fullest extent permitted by FAR 52.212-4 and Contracts Disputes Act.

3.3 **Retention of Archival Copy.** If a Licensee’s right to use any Software is terminated for any reason whatsoever, then the Licensee shall nevertheless be entitled to retain one (1) copy of the Software and Documentation for archival purposes and to satisfy Licensee’s obligations under all applicable laws.

3.4 **Effect of Termination.** In the event of termination for breach of the Agreement, the Licensee shall: (i) immediately cease using the Software; and (ii) return or uninstall the Software and Documentation within eight (8) Business Days from the date of termination, except as relates to the back-up copy mentioned in Section 2.3 above, and (iii) supply a certificate to the Licensor confirming compliance with the above provisions.

4. GRANTING OF LICENSE

4.1 No Obligation to License. This EULA does not by itself commit Licensee to purchase any License(s) to Licensors' Software. Rather, this EULA merely sets forth the terms and conditions that will govern the licensing of Licensors' Software to Licensee through the execution of an Order between Reseller and Licensee as contemplated herein.

4.2 License Grant / Type of License. Subject to the terms and conditions of this Agreement, Licensors grants Licensee a non-exclusive, non-sublicensable and non-transferable License to install and use the Software during the applicable License Term(s) for Licensee's own internal purposes on a server(s) provided that such server(s) must be owned, leased, or otherwise controlled by Licensee. All License(s) granted by Licensors as contemplated herein shall conform to and be limited in accordance with the applicable Order and Quote.

4.3 Managed Services. Notwithstanding anything to the contrary otherwise, Licensee may sublicense a limited and revocable license to use the Software to a third party in a Managed Services mode for the exclusive purpose of operating the Software on behalf of Licensee and solely in connection with an applicable Order for Licensee's benefit. In the event that Licensee wishes to issue a sublicense to a third party as permitted by this Section 4.3, Licensee must: (a) provide Licensors with prior written notice (including by way of email) identifying the potential sublicensee; (b) sufficiently restrict access to CAST Data solely to such personnel directly providing the Managed Services; and (c) sufficiently restrict sublicensee's use of the Software solely to the operation of the Software for Licensee's exclusive and direct benefit. For clarity and avoidance of doubt, Licensee will: (i) remain fully liable for the acts or omissions of any such third party engaged as permitted by this Section 4.3; (ii) will include obligations consistent with the relevant obligations of this Agreement in its subcontracts with any such third party; and (iii) will be exclusively responsible for all costs associated with any such sublicense arrangement. Any sublicense to Software which does not conform to the requirements of this Section 4.3 shall be null and void.

4.4 License Restrictions. Use of the Software is restricted to the Licensee's own internal business needs and purposes. Such use shall not exceed the scope set forth in the applicable Order(s). Except to the extent authorized or permitted in this Agreement, or by applicable law without the possibility of contractual waiver, Licensee shall not: (i) copy, transfer or distribute the Software (electronically or otherwise, in whole or in part); (ii) reverse assemble, reverse engineer, reverse compile, modify, alter or otherwise translate the Software (in whole or in part); (iii) sublicense or assign the License for the Software; or (iv) use the materials and Documentation (in whole or in part) to develop a new software business, directly or indirectly.

4.5 Proprietary Rights to Software. Owner, as defined at Section 7 below, retains all right, title and interest in and to the Software and related Intellectual Property Rights, Documentation and materials, including, without limitation, all patent, copyright, trademark, and trade secret rights, embodied in, or otherwise applicable to the Software, regardless of whether such rights are registered or unregistered, and wherever in the world those rights may exist. Nothing contained in this Agreement shall be construed to convey any Intellectual Property Rights in or to the Software to any Licensee (or to any party claiming through any Licensee) other than the License expressly set forth in this Agreement. Owner owns all materials embodied in, or comprising the Software, including, but not limited to, graphics, user and visual interfaces, images, Source Code of the Software, and text, as well as the design, structure, selection, coordination, expression, "look and feel", and arrangement of the Software and its content, and the trademarks, service marks, proprietary logos and other distinctive brand features found in the Software.

5. DELIVERY AND INSTALLATION

5.1 Delivery by Licensors. Licensors will provide Licensee with the Software and Documentation electronically, as specified in the Order or as otherwise agreed to by the Parties and confirmed in writing. Licensee will acknowledge delivery either by email, by a manual delivery note signed by a Licensee, by execution of a Certificate of Electronic Delivery as may be issued by Licensors from time to time, or by a confirmation from a courier confirming delivery.

6. LICENSEE RESPONSIBILITIES

Licensee is solely responsible for: (i) the use of the applicable Software on computers, servers or any other hardware whose configuration meet the configuration standards or prerequisites defined by Licensor in the Documentation; (ii) the qualifications and competence of its Personnel; (iii) the carrying out of adequate tests prior to the operation of each version of the applicable Software in a configuration as similar as reasonably possible to that to be used by Licensee; (iv) the use of the applicable Software in accordance with industry best practices, including the making of back-up copies of data stored on any system using the applicable Software, of program sources and of any logical representation of Licensee's programs created or adapted with the aid of the applicable Software and the making of daily back-up copies of data bases supplied with the applicable Software; and (iv) any existing damage to, or error in the system or hardware of Licensee or any virus in Licensee's Systems.

7. OWNERSHIP

7.1 CAST S.A. (hereinafter, the "Owner"), a French *société anonyme* whose registered office is situated at 3, rue Marcel Allegot - 92190 Meudon, France, and whose identification number is 379668809 RCS Nanterre, owns rights, including intellectual property rights of websites and technical components used to enable the Software. Licensor is a subsidiary of Owner and has been authorized by Owner to grant Licenses in respect of the Software. To the extent applicable, Licensor grants Licensee a non-exclusive License upon the terms set out herein and in accordance with any restrictions, limitations, obligations and disclaimers, if any, as may be outlined in an applicable Order.

8. DOCUMENTATION AND TRAINING

8.1 **Documentation.** On or before the date the Software is delivered, Licensor will (at no additional charge) deliver to a Licensee at least one (1) electronic copy of all generally available Documentation for the Software licensed in accordance with an applicable Order. The Documentation shall be sufficient to enable a Licensee's Personnel to use and to understand the use and operation of the Software and shall conform to generally accepted industry standards for the use, operation and internal operating logic of the Software. The Documentation may be amended from time to time, to reflect changes to the Software, provided such modifications do not diminish the performance or operational capabilities of the Software. Throughout the term of any Support Services, Licensor will provide copies of any revisions, improvements, enhancements, modifications and Updates to the Documentation, at no additional cost. A Licensee may make a reasonable number of copies of the Documentation for a Licensee's use, provided such Licensee reproduces copyright notices and other legends of ownership on each copy.

8.2 **Training.** If a Licensee's Personnel require training to properly use the Software, Licensor will provide training in the use of such Software designated by a Licensee, at times and fees agreed to by the Parties. All training materials and Documentation shall be deemed to be Licensor's Confidential Information.

9. FEES AND PAYMENT TERMS

9.1 **Fees.** The License fees and all other charges to be paid by a Licensee for the Software provided by Licensor pursuant to this Agreement shall be set forth in the Order which shall conform to the License fees outlined in the Quote.

9.2 **Taxes.** Licensor may invoice a Licensee, either directly or through Reseller, for sales and use taxes properly levied against or upon (i) the furnishing of the Software and any related Support Services to a Licensee by Licensor pursuant to this Agreement, or (ii) the use of the Software and any related Support Services thereof by a Licensee. To the extent this Section 9.2 as drafted is inconsistent with FAR 52.212-4(k), the Parties intend for this Section 9.2 be amended and construed in a manner designed to effectuate the purposes hereof to the fullest extent permitted by FAR 52.212-4(k).

9.3 **Terms of Payment.** Fees are due in accordance with the terms of each applicable Order.

10. **LIMITED WARRANTIES**

10.1 **Authority and Non-Infringement.** Licensor warrants that Licensor has all rights and authority required to enter into this Agreement and to provide the Software and perform the Support Services contemplated by this Agreement, free from all liens, claims, encumbrances, security interests and other restrictions. Subject to the applicable terms and conditions of this Agreement, a Licensee will be entitled to use and enjoy the benefit of all Software and Support Services without adverse interruption or disturbance by Licensor or any entity asserting a claim under or through Licensor. Licensor further represents and warrants that the Support Services, Software and all other materials of whatsoever nature furnished under this Agreement, and the use thereof or exercise of any License rights granted hereunder to a Licensee in accordance with the terms and conditions of this Agreement, will not infringe (whether directly, contributorily, by inducement or otherwise), misappropriate or violate the Intellectual Property Rights of any third party, or violate the laws, regulations or orders of any governmental or judicial authority.

10.2 **Documentation.** Licensor warrants that the Documentation provided by Licensor materially reflects the functionality of the applicable Software.

10.3 **Standard of Service.** Licensor warrants that all services provided by Licensor pursuant to this Agreement or any other agreement relating to the Software, will be performed in a timely and professional manner, in conformity with standards generally accepted in the software industry, by qualified and skilled individuals.

10.4 **Disabling Devices.** Licensor further warrants that other than a License access key, the Software (and all other Software delivered or installed by Licensor) shall not contain any computer code, or any other procedures, routines or mechanisms designed by Licensor (or its Personnel or licensors) to: (i) disrupt, disable, harm or impair in any way the Software's (or any other software's) orderly operation based on the elapsing of a period of time, exceeding an authorized number of copies, advancement to a particular date or other numeral (sometimes referred to as "time bombs", "time locks", or "drop dead" devices); (ii) cause the Software to damage or corrupt any of a Licensee's, or its respective clients' data, storage media, programs, equipment or communications, or otherwise interfere with a Licensee's operations, or (iii) permit Licensor, its Personnel, its licensors or any other third party, to access the Software (or any other software or a Licensee's Systems) for any reason (sometimes referred to as "traps", "access codes" or "trap door" devices). Licensor will not unilaterally (*i.e.*, without appropriate judicial order) remove, uninstall, repossess, modify, delete, damage, deactivate, disable, or interfere with the Software for any reason (including a dispute relating to this Agreement).

11. **WARRANTY DISCLAIMERS**

11.1 THE LICENSOR DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

11.2 THE LICENSOR GIVES NO WARRANTY IN RELATION TO THE ACHIEVEMENT OF ANY PARTICULAR RESULTS WITH THE SOFTWARE OR S&S SERVICE CONNECTED WITH THE SOFTWARE NOR THAT THE CHARACTERISTICS OF THE SOFTWARE WILL SATISFY THE REQUIREMENTS OF LICENSEE.

11.3 THE PARTIES RECOGNIZE THAT SOFTWARE MAY CONTAIN ERRORS AND THAT NOT ALL ERRORS MAY BE ECONOMICALLY CORRECTED, NOR REQUIRE TO BE CORRECTED. ACCORDINGLY, THE LICENSOR DOES NOT WARRANT THE UNINTERRUPTED OPERATION OF THE SOFTWARE OR OPERATION FREE FROM ALL ERROR, NOR THAT ALL OF THE DEFICIENCIES OR ERRORS WHICH MAY

12. CONFIDENTIAL INFORMATION

12.1 Confidential Information means any information or data which by its nature or content and exercise of reasonable judgement is identifiable as confidential and/or proprietary to the furnishing party (hereinafter the “Disclosing Party”), whether disclosed directly by or acquired indirectly from Disclosing Party, any of its other service providers, agents or representatives or any director, officer or employee of any of the foregoing, whether in written, electronic, visual or oral form, regardless of how transmitted, and whether or not marked “confidential” or “proprietary”, to the other Party (the “Receiving Party”). Confidential Information includes *inter alia* Source Code of the Disclosing Party’s own software and that of its clients, as well as any personal, financial or identifying information of an individual person. Title or the right to possess Confidential Information as between the Parties shall, except as otherwise provided herein, remain with Disclosing Party.

12.2 Receiving Party will exercise at least the same degree of care with respect to the Disclosing Party’s Confidential Information that the Receiving Party exercises to protect its own Confidential Information, but in no event shall the Disclosing Party use less than reasonable care. The Receiving Party will only use or reproduce the Disclosing Party’s Confidential Information to the extent necessary to enable the Receiving Party to fulfill its obligations under this Agreement and/or an Order.

12.3 Notwithstanding anything to the contrary herein, Receiving Party shall have no obligation to preserve the confidentiality of any Confidential Information which: (i) is or becomes publicly known (other than through unauthorized disclosure by the Disclosing Party) and is available to Receiving Party without use of or reference to any of Disclosing Party’s Confidential Information; (ii) at the time of disclosure to Receiving Party, is already in the possession of or known to Receiving Party and is available to Receiving Party without use of or reference to any of Disclosing Party’s Confidential Information and is not subject to any other confidentiality obligation; (iii) is disclosed to Receiving Party by any person or entity other than Disclosing Party and is available to Receiving Party without use of or reference to any of Disclosing Party’s Confidential Information and who is not subject to any other confidentiality obligation to Disclosing Party; or (iv) is developed by Receiving Party without use of or reference to any Confidential Information or any other information of Disclosing Party subject to a confidentiality obligation.

12.4 In the event that Receiving Party becomes legally compelled by a court of competent jurisdiction or by a governmental body to disclose any Confidential Information, Receiving Party will, to the extent permitted by law, give Disclosing Party prompt written notice of such requirement, together with a copy of such demand, to enable Disclosing Party to seek a protective order or other remedy. Further, Receiving Party will make reasonable efforts to assist the Disclosing Party, at the Disclosing Party’s sole expense, in obtaining a protective order or in consultation and at the advice of Receiving Party’s counsel limiting the disclosure and/or requiring that the Confidential Information so disclosed be used only for the purposes for which the order was issued.

12.5 Except as otherwise expressly provided in this Agreement, Receiving Party will, upon Disclosing Party’s request destroy all documents and materials (and all copies thereof) containing Confidential Information, whether in hardcopy, electronic form or otherwise, promptly following termination of this Agreement, with or without cause. The Receiving Party will certify in writing that it has fully complied with its obligations under this Section within five (5) Business Days after its receipt of a request from the Disclosing Party for such a certification, unless otherwise prevented by law or regulatory authority. This Section shall survive the termination or expiration of this Agreement for three (3) years.

12.6 To the extent this Section 12 as drafted is inconsistent with the Freedom of Information Act, 5 U.S.C. §552, and/or any order by a United States Federal Court, the Parties intend for this Section 12 be amended and construed in a manner designed to effectuate the purposes hereof to the fullest extent permitted by applicable Federal law.

13. PUBLICITY; PUBLIC ACCESS TO INFORMATION

Licensor will not disclose the identity of Licensee or the existence, nature or terms of this Agreement, without the prior written consent of Licensee, which consent will not unreasonably be withheld. Neither Party will use the other Party's indicia, trademarks, service marks, trade names, logos, symbols or brand names, or otherwise refer to or identify the other Party in advertising, publicity releases, or promotional or marketing publications or correspondence to third parties without, in each case, securing the prior written consent of the other Party, which consent will not be unreasonably withheld, conditioned or delayed.

Notwithstanding anything to the contrary otherwise, Licensor agrees that the Agreement contains no confidential or proprietary information and acknowledges the EULA will be available to the public.

14. INDEMNITY

14.1 Licensor will have the right to intervene to defend, hold harmless and indemnify Licensee, within the limits set forth in Section 15, from and against any and all losses, claims, liabilities, costs, and expenses (including taxes, fees, fines, penalties, interest, reasonable expenses of investigation and attorneys' fees and disbursements) as incurred (collectively "Damages") arising out of, or relating to, a claim by a third party that the Software or any other materials of any nature furnished by Licensor to Licensee (or that the use thereof or exercise of License rights granted hereunder) infringes (whether directly, contributorily, by inducement or otherwise), misappropriates or violates such third party's Intellectual Property Rights.

14.2 Licensor's indemnity obligation under this Section shall not extend to claims based on: (i) an unauthorized modification of the Software made by Licensee where the Software would not be infringing without such modification, or (ii) customized portions of the Software designed in accordance with written specifications provided by Licensee where the Software would not be infringing without such customized portions.

14.3 The indemnity provided for in this Section shall be conditional upon Licensee giving to Licensor prompt written notice of any such claim of infringement or alleged infringement, not making any prejudicial statement(s), not entering into any settlement or compromise without Licensor's prior written approval, and affording Licensor the opportunity to participate (at Licensor's expense) in the defense of any such claim and all negotiations in respect of such claim.

14.4 To the extent this Section 14 as drafted is inconsistent with the DOJ's right (28 U.S.C. § 516) to represent Licensee in any case and/or would require Licensee to give sole control over the litigation and/or settlement of any claim, the Parties intend for this Section 14 be amended and construed in a manner designed to effectuate the purposes hereof to the fullest extent permitted applicable Federal law.

15. LIMITATION OF LIABILITY

15.1 IN NO EVENT WILL THE LICENSOR OR ANY OF ITS AFFILIATES OR DISTRIBUTORS BE LIABLE TO LICENSEE OR TO ANY THIRD PARTY FOR CLAIMS FOR ANY LOST REVENUE, LOST PROFITS, REPLACEMENT GOODS, LOSS OF TECHNOLOGY, INCIDENTAL, PUNITIVE, INDIRECT, EXEMPLARY OR CONSEQUENTIAL DAMAGES, LOSS OF DATA OR INTERRUPTION OR LOSS OF USE OF LICENSED SOFTWARE, REGARDLESS OF THE FORM OF ACTION, ARISING OUT OF OR IN ANY MANNER CONNECTED WITH THIS AGREEMENT OR RELATED TO THE LICENSED SOFTWARE OR SUPPORT SERVICES PROVIDED UNDER THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

15.2 NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, THE MAXIMUM AGGREGATE LIABILITY OF THE LICENSOR AND OF ANY OF ITS AFFILIATES OR DISTRIBUTORS TO THE LICENSEE RELATED TO OR IN CONNECTION WITH THIS AGREEMENT WILL BE LIMITED TO THE PRICE PAID BY THE LICENSEE FOR THE LICENSED SOFTWARE OR SERVICE WHICH FORM(S) THE BASIS OF SUCH CLAIM FOR THE TWELVE-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO LICENSOR'S LIABILITY.

15.3 NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN THIS AGREEMENT, THE LIMITATIONS OF LIABILITY AND DISCLAIMERS OF DAMAGES SET FORTH IN THIS AGREEMENT SHALL NOT APPLY TO DAMAGES, (I) RESULTING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF A PARTY OR ITS PERSONNEL, OR (II) STEMMING FROM PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE CAUSED BY A PARTY OR ITS PERSONNEL UNLESS MAINLY A RESULT OF THE OTHER PARTY'S OR ITS PERSONNEL'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

15.4 NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN THIS AGREEMENT, NO INDEMNIFICATION SHALL BE MADE IN RESPECT OF ANY CLAIM, ISSUE OR MATTER UNLESS SUCH CLAIM, ISSUE OR MATTER SHALL HAVE BEEN FINALLY ADJUDICATED BY COURT ORDER OR JUDGMENT OR BY SETTLEMENT BY OR WITH THE APPROVAL OF LICENSOR.

15.5 THIS SECTION 15 SHALL NOT IMPAIR LICENSEE'S RIGHT TO RECOVER FOR FRAUD OR CRIMES ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY FEDERAL FRAUD STATUTE, INCLUDING THE FALSE CLAIMS ACT, 31 U.S.C. §§ 3729- 3733. TO THE EXTENT THIS SECTION 15 AS DRAFTED IS INCONSISTENT WITH ANY SUCH RIGHTS, THE PARTIES INTEND FOR THIS SECTION 15 TO BE AMENDED AND CONSTRUED IN A MANNER DESIGNED TO EFFECTUATE THE PURPOSES HEREOF TO THE FULLEST EXTENT PERMITTED BY APPLICABLE FEDERAL LAW.

16. INSURANCE REQUIREMENTS

Required Coverage. During the term of this Agreement, Licensor will maintain, at its own expense, insurance coverage with limits of no less than those set forth below.

16.1 Professional Liability Insurance ("Errors and Omissions") in the minimum amount of \$5,000,000 per claim, covering losses from any act, errors, omissions, negligence, and/or misrepresentations related to Licensor's obligations under this Agreement.

16.2 Commercial General Liability including broad form contractual liability and personal injury coverage, providing coverage against liability for bodily injury, death, and property damages in the minimum amount of \$1,000,000 per occurrence and no less than \$2,000,000 annual aggregate.

16.3 Automobile Liability in the minimum amount of \$1,000,000 Combined Single Limit ("CSL") per accident for bodily injury and property damage (covering owned, non-owned and hired vehicles).

16.4 Workers Compensation insurance covering Licensor's employees pursuant to applicable state laws and at the statutory limits required for each such state, and Employers Liability coverage in the minimum amount of \$1,000,000 per loss.

16.5 Umbrella/Excess Liability providing excess liability coverage in the minimum amount of \$5,000,000 per occurrence, to supplement the primary coverage limits for Commercial General Liability, Automobile Liability and Employers Liability provided under the policies listed above.

17. ASSIGNMENT

Neither Party shall assign its rights or delegate its duties under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld, delayed or conditioned. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, to: (i) any parent, subsidiary or Affiliate entity, or (ii) to a successor in interest of all or substantially all of the assets, stock or business of a Party to which this Agreement pertains, not involving a direct competitor of the other Party and provided such successor assumes all of such Party's obligations under this Agreement. Any attempted assignment or delegation in contravention of this Section shall be null and void and have no effect. This Agreement shall be binding upon, and shall inure to the benefit of, the legal successors and permitted assigns of the Parties. To the extent this Section 17 as drafted is inconsistent with FAR 52.232-23 and FAR 42.12, the Parties intend for this Section 17 be amended and construed in a manner designed to effectuate the purposes hereof to the fullest extent permitted by FAR 52.232-23 and FAR 42.12.

18. NOTICES

Any notice, demand or other communication (collectively "Notice") required or permitted under this Agreement shall be made in writing to Licensor at the address set forth on page 1 of this Agreement or to Licensee at the address set forth within the Order(s), and shall be deemed to have been duly given (i) when delivered personally to the representative(s) designated to receive Notices for the intended recipient, or (ii) when mailed by certified mail (return receipt requested) or sent by overnight courier to the representative(s) designated to receive Notices for the intended recipient. Notices concerning the Agreement shall be given to the person who placed the Order(s).

19. COMPLIANCE WITH LAW

In performing their obligations under this Agreement, the Parties will comply, and will cause their Personnel, consultants, auditors and subcontractors to comply, with the requirements of all applicable laws, ordinances, regulations, codes and executive orders.

20. DISPUTE RESOLUTION AND GOVERNING LAW

20.1 Dispute Resolution. The Parties agree to cooperate in good faith in an effort to resolve any disagreement, dispute or claim ("Dispute") including (i) those arising out of or relating to this Agreement, its execution, breach, or termination, (ii) those arising out of any of or between the Parties hereto whether governed specifically by this Agreement or not, and (iii) those based on contract, tort, or statute. Duly appointed representatives of each Party shall meet at least once in person, or via telephone or video if meeting in person is impractical, to attempt to resolve any such Dispute. If any Dispute is not resolved promptly, the Parties may seek to enforce their respective rights in a court of law. To the extent this Section 20.1 as drafted is inconsistent with FAR and the Contract Disputes Act, 41 U.S.C. §§ 7101-7109, the Parties intend for this Section 20.1 be amended and construed in a manner designed to effectuate the purposes hereof to the fullest extent permitted by FAR and the Contract Disputes Act.

20.2 Governing Law. Subject to the Contract Disputes Act (41 U.S.C. §§ 7101-7109) and Federal Tort Claims Act (28 U.S.C. §1346(b)), the validity, interpretation and enforcement of this Agreement shall be governed by and construed in accordance with the Federal laws of the United States. In the event the Uniform Computer Information Transaction Act (UCITA) or any similar federal laws or regulations are enacted, to the extent allowed by law, it will not apply to this Agreement, and the governing law will remain as if such law or regulation had not been enacted. All claims or disputes arising out of or in connection with this Agreement shall be heard exclusively by any federal court located in New York, NY, USA.

21. WAIVER

No course of dealing, failure by either Party to require the strict performance of any obligation assumed by the other hereunder, or failure by either Party to exercise any right or remedy to which it is entitled, shall constitute a waiver or cause a diminution of the obligations or rights provided under this Agreement. No provision of this Agreement shall be deemed to have been waived by any act or knowledge of either Party, but only by a written instrument signed by a duly authorized representative of the Party to be bound thereby. Waiver by either Party of any default shall not constitute a waiver of any other or subsequent default.

22. FORCE MAJEURE

A Party will be excused from a delay in performing, or a failure to perform, its obligations under this Agreement to the extent such delay or failure is caused by the occurrence of any contingency beyond the reasonable control, and without any fault, of such Party. In such event, the performance times shall be extended for a period of time equivalent to the time lost because of the excusable delay. Unilateral Termination by Licensor does not apply to this Agreement and all clauses in the EULA referencing unilateral termination rights of Licensor are hereby deemed to be deleted. To the extent this Section 22 as drafted is inconsistent with FAR 52.212-4(f) (Excusable delays), the Parties intend for this Section 22 be amended and construed in a manner designed to effectuate the purposes hereof to the fullest extent permitted by FAR 52.212-4(f).

23. MISCELLANEOUS

23.1 Modification. The terms, conditions, covenants and other provisions of this Agreement may hereafter be modified, amended, supplemented or otherwise changed only by a written instrument (excluding e-mail or similar electronic transmissions) that specifically purports to do so and is physically executed by a duly authorized representative of each Party.

23.2 Severability. If a court of competent jurisdiction declares any provision of this Agreement to be invalid, unlawful or unenforceable as drafted, the Parties intend that such provision be amended and construed in a manner designed to effectuate the purposes of the provision to the fullest extent permitted by law. If such provision cannot be so amended and construed, it shall be severed, and the remaining provisions shall remain unimpaired and in full force and effect to the fullest extent permitted by law.

23.3 Survival. The expiration or termination of this Agreement will not terminate vested rights of either Party from any liabilities or obligations incurred under this Agreement prior to or which by their nature are intended to survive expiration or termination, including but not limited to provisions relating to confidentiality, warranties, indemnification, limitation of liability, severability, and this Section.

23.4 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same instrument. Executed signatures pages to this Agreement may be delivered by facsimile (including copy sent by e-mail) and such facsimiles or emails shall be deemed as if actual signature pages had been delivered.

24. AUDIT

Licensor or its designated agent may audit and/or inspect (“Audit”) Licensee’s applicable records and facilities to verify Licensee’s compliance with the terms of this Agreement, its Exhibits, and the Order once per twelve (12) month period. Any Audit shall be conducted during regular Business Hours at Licensee’s facilities, with ten (10) Business Days’ notice and contingent upon Licensor’s adherence to any security measures Licensee reasonably deems appropriate, including any requirements for personnel to be cleared prior to accessing sensitive facilities. Licensee agrees to provide Licensor’s designated Audit team’s access to the Licensee’s relevant records and facilities. In the event that the Audit reveals any underpayment, Licensor shall be entitled to invoice Licensee directly in accordance with the applicable Order.

25. NON-SOLICITATION

Licensee covenant and agree that for as long as this Agreement remains in effect and for one (1) year thereafter, they shall not, without the Licensor's written consent, solicit, recruit, or employ any CAST Personnel who was in the employ of Licensor or any of its Affiliates at any time during the term of this Agreement. Licensee shall not be precluded from hiring any such employee who independently responds to indirect solicitations, such as general employment advertisements or postings, online or otherwise.

26. COMPLETE UNDERSTANDING

This Agreement (together with the schedules, exhibits, and other appendices attached hereto or specifically incorporated herein by reference) constitutes the complete understanding of the Parties, and supersedes all prior or contemporaneous agreements, discussions, negotiations, promises, proposals, representations, and understandings (whether written or oral) between the Parties including terms and conditions from a Licensee, with regard to the subject matter hereof. Any terms and conditions from Licensee do not apply, unless they have been acknowledged and approved explicitly in writing by Licensor. Licensor specifically acknowledges and agrees that it did not enter into this Agreement in reliance upon any agreement, promise, representation, or understanding made by or on behalf of Licensee that is not contained herein. Any law or regulation which provides that the language of a contract shall be construed against the drafter shall not apply to this Agreement.