

EXHIBIT B

EULA

BLASTWAVE END USER LICENSE AGREEMENT

This BlastWave End User License Agreement (this “**Agreement**”) is a legal agreement between the person or entity accessing the Licensed Software (“**Customer**”) and BlastWave, Inc., a Delaware corporation have an address at 1045 Hutchinson Avenue, Palo Alto, CA 94301 (“**BlastWave**”) (each, a “**Party**” and, collectively, the “**Parties**”). This Agreement constitutes the sole and exclusive agreement between the Parties with respect to the subject matter hereof.

By checking the box adjacent to the phrase “I agree with the terms and conditions of the BlastWave End User License Agreement” or otherwise using the Licensed Software, Customer acknowledges that it has read, understood, and agrees to be bound to the terms and conditions of this Agreement, with the effective date of this Agreement established on the date of such agreement by Customer (the “**Effective Date**”). Where the person agreeing to this Agreement is doing so on behalf of a corporate entity (e.g., such person’s employer), then such corporate entity is the Customer hereunder and will be bound by the terms and conditions of this Agreement, and the person submitting the Agreement represents and warrants that such person has all necessary rights and corporate authority to bind such corporate entity to the terms and conditions hereof.

1. Definitions. In this Agreement:

“**Compatible Hardware**” means hardware that BlastWave has expressly identified within the Licensed Software documentation as being compatible with the Licensed Software.

“**Licensed Software**” means any BlastWave software that Customer has agreed to purchase a license to under the Reseller Agreement.

“**Proprietary Information**” means all information that is disclosed by a Party to the other Party in connection with this Agreement that is: (i) conveyed in written, graphic, machine readable or other tangible form and conspicuously marked “confidential,” “proprietary,” or in some other manner to indicate its confidential nature; (ii) conveyed orally, provided that such information is designated as “confidential” or “proprietary” at the time of such oral disclosure or within thirty (30) days after the date of oral disclosure; (iii) the Licensed Software and Firmware; (iv) a Party’s business and customer information, product plans, and product and technology roadmaps, whether or not marked “proprietary” or “confidential”; and (v) any information, data, or know-how derived from the items in (i)-(iv). Notwithstanding the above, information shall not be deemed Proprietary Information if it: (a) is or becomes generally known to the public through no unlawful act of the receiving Party; (b) was known to the receiving Party at the time of disclosure, as evidenced by the receiving Party’s written records, and not subject to other restrictions on its disclosure; (c) was independently developed by the receiving Party without any use of, or reference to, the Proprietary Information of the disclosing Party; or (d) becomes known to the receiving Party from a source other than the

disclosing Party without breach of this Agreement and otherwise not in violation of the disclosing Party’s rights.

“**Reseller**” means a third party who has been authorized by BlastWave to market and sell licenses to the Licensed Software and with whom Customer has contracted to purchase its license to the Licensed Software.

“**Reseller Agreement**” means the agreement between Customer and Reseller setting forth the financial terms for Customer’s purchase of a license to the Licensed Software.

2. License.

2.1 Licensed Software. BlastWave hereby grants to Customer, subject to the terms and on the conditions of this Agreement, including Section 2.2 and Section 3 hereof, a limited, non-transferable, non-sublicensable, and non-exclusive license, solely for the term of this Agreement, to: (i) install, execute, and use the Licensed Software, in object code form only, solely on Compatible Hardware; and (ii) make a reasonable number of reproductions of the Licensed Software solely to the extent necessary to exercise Customer’s rights pursuant to Section 2.1(i) hereof.

2.2 Number of Licenses. Customer acknowledges and agrees that the Licensed Software is licensed on a per-endpoint basis and that no right or license of any kind is granted to Customer to install, execute, or otherwise use more instances of the Licensed Software than have been expressly agreed to under the Reseller Agreement.

3. Restrictions. Customer acknowledges that the Licensed Software contains valuable trade secrets of BlastWave and its licensors and suppliers and constitutes the Proprietary Information of BlastWave. Accordingly, except as may be permitted under Section 4, Customer agrees that Customer will not (nor permit any third party to): (i) modify, adapt, alter, translate, or create derivative works of the Licensed Software; (ii) build a product or service using similar ideas, features, functions, or graphics of the Licensed Software; (iii) sublicense, resell, rent, lease, transfer or assign Licensed Software or its use, or offer the Licensed Software on a time share basis to any third party; (iv) reverse engineer, decompile, decode, or disassemble the Licensed Software; (v) otherwise attempt to derive the source code for the Licensed Software or attempt to gain access to any underlying code used to implement or deploy the Licensed Software; (vi) remove or obscure any proprietary rights notice provided on the Licensed Software; (vii) use the Licensed Software to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy or confidentiality rights; (viii) use the Licensed Software to store or transmit viruses, worms, time bombs, Trojan horses, or other harmful or malicious code, files, scripts, agents, or programs; or (ix) interfere with or disrupt the integrity or performance of, or circumvent access controls provided by, the Licensed Software. For clarity, Customer receives no right or license to any source code to the Licensed Software hereunder.

4. Open Source Software. Customer acknowledges that the Licensed Software may include open source software, details, and licenses of which may be included in a “readme” or similar file provided to Customer in connection with the Licensed Software. If and solely to the extent a software component included with or in the Licensed Software is licensed under an open source software license that is incompatible with the terms and conditions of this Agreement, the terms and conditions of such open source software license will take priority over this Agreement solely with respect to such incompatibility and solely with respect to Customer’s use of such software component. For clarity, nothing in this Section 4 will (i) broaden BlastWave’s representations or warranties or indemnification obligations to Customer; (ii) waive, limit, or disclaim any limitations of liability of BlastWave set forth in this Agreement; or (iii) amend the scope of any license granted to Customer with respect to any proprietary portions of the Licensed Software or Firmware.

5. Updates; Support. So long as Customer has not breached this Agreement or the Reseller Agreement, BlastWave agrees, solely during the term of this Agreement, to make available to Customer during the term of this Agreement those updates to the Licensed Software that BlastWave makes generally commercially available to its other licensees.

6. Ownership.

6.1 Software. Subject to the licenses expressly granted to Customer hereunder, all right, title, and interest in and to the Licensed Software and any intellectual property rights therein are and shall be owned solely and exclusively by BlastWave.

6.2 Performance Logs, Audit, and Use Limits. BlastWave may monitor the usage of the Licensed Software and may collect or generate performance logs relating to Customer’s and any end user’s use of the Licensed Software (“Logs”). Logs may be used for any lawful purpose. BlastWave shall have the right to use an independent third-party auditor to audit the quantity of endpoints, orchestrators, and clients using the Licensed Software for the purpose of verifying the amount of Licensed Software fees. Customer acknowledges that the Licensed Software includes functionality intended to limit its use to the amount of endpoints licensed by Customer under this Agreement and BlastWave may monitor such usage to ensure Customer’s compliance with this Agreement.

6.3 Feedback. To the extent Customer, its employees, or any end users of the Licensed Software provide BlastWave or Reseller with any suggestions, ideas, enhancement requests, recommendations, or feedback regarding the Licensed Software or BlastWave otherwise conceives of or creates any ideas, enhancements, improvements, or modifications to the Licensed Software (collectively, “**Feedback and Improvements**”), BlastWave will be free to use, disclose, commercialize, license, and exploit such Feedback and Improvements without any restriction. Feedback and Improvements may also be used to improve the Licensed Software for other customers of BlastWave.

7. Proprietary Information.

7.1 Non-Disclosure and Permitted Use. Each Party agrees that it shall not disclose any Proprietary Information of the other Party to anyone without the written consent of the other Party, except that each Party may: (i) use the Proprietary

Information of the other Party only as strictly necessary to carry out the activities permitted hereunder and for no other purpose; and (ii) disclose the Proprietary Information of the disclosing Party to the receiving Party's employees, contractors, consultants, and agents who have a need to know such Proprietary Information in order to exercise the rights and fulfill the obligations of the receiving Party and who are bound by a written confidentiality agreement with confidentiality provisions no less stringent than those contained in this Agreement. The standard of care to be exercised by the receiving Party to meet the obligations in this Section 7 shall be the standard exercised by the receiving Party with respect to its own confidential or proprietary information of a similar nature but in no event less than reasonable care.

7.2 Permitted Disclosures. The receiving Party may disclose Proprietary Information pursuant to a valid order issued by a court or government agency, provided that the receiving Party provides, without delay, to the disclosing Party written notice of such disclosure requirement and cooperates with the disclosing Party if the disclosing Party seeks to limit or oppose such disclosure.

7.3 Ownership and Return of Proprietary Information. All Proprietary Information of a disclosing Party shall remain the sole property of such disclosing Party. Upon the termination of this Agreement, or at any time upon written request of the disclosing Party, the receiving Party shall return the disclosing Party's Proprietary Information and not keep any copies thereof.

8. Reseller Payments. In the event Customer fails to make any payments as and when due under the Reseller Agreement then BlastWave has the right, at BlastWave's discretion and upon reasonable prior notice to Customer, to terminate any licenses to the Licensed Software set forth in this Agreement and suspend any updates for such Licensed Software until all outstanding amounts due (along with any corresponding late fees) are paid in full to Reseller.

9. Term and Termination.

9.1 Term. Unless earlier terminated as set forth in Section 9.2, this Agreement shall commence on the Effective Date and shall continue for the term set forth in the Reseller Agreement.

9.2 Termination. This Agreement may be terminated by either Party immediately upon written notice to the other Party if the other Party

materially breaches this Agreement which breach remains uncured within thirty (30) days after written notice of such breach is given by the aggrieved Party to the breaching Party. Upon the expiration or termination of this Agreement for any reason: (i) the license to the Licensed Software granted to Customer shall immediately terminate; (ii) Customer and all end users and customers thereof shall immediately cease all use of the Licensed Software; (iii) each Party shall return the Proprietary Information of the other Party (and not keep any copies of the other Party's Proprietary Information) in accordance with Section 7.3; and (iv) Sections 1, 3, 4, 6.1, 6.3, 7, this 9.2, 11.2, 11.3, and 12 (other than Section 12.10), any outstanding payment obligation, and such other provisions of this Agreement that by their nature reasonably should be construed to survive termination shall, in each case of the aforementioned, survive the expiration or termination of this Agreement for any reason. Notwithstanding the foregoing, the termination or expiration of this Agreement will not relieve either Party of any liability or obligation that accrued prior to such termination or expiration, nor Customer's obligation to pay any amounts due under the Reseller Agreement.

10. WARRANTIES.

10.1 Software. By its nature, the Licensed Software may contain errors, bugs, and other problems that could cause system failure. In addition, the Licensed Software may not have any documentation and any documentation in existence may be inaccurate or incomplete. BlastWave warrants to Customer that any media on which the Licensed Software is distributed are free from defects under normal use and service for a period of ninety (90) days from the date of delivery. BlastWave's entire liability and Customer's exclusive remedy as to the media shall be replacement of the media that does not meet this limited warranty.

10.2 DISCLAIMER OF WARRANTIES. EXCEPT AS EXPRESSLY SET FORTH HEREIN, BLASTWAVE PROVIDES THE LICENSED SOFTWARE AND ANY RELATED DOCUMENTATION AND SERVICES TO CUSTOMER ON AN "AS-IS" BASIS WITHOUT WARRANTY OF ANY KIND AND BLASTWAVE MAKES NO WARRANTY REGARDING THE USE OR OPERATION OF ANY OF THE FOREGOING AND SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR OTHERWISE, INCLUDING WITHOUT LIMITATION, ANY

IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AVAILABILITY, AND NON-INFRINGEMENT.

11. Indemnification; Consequential Damages Waiver; Limitation of Liability.

11.1 Indemnification by BlastWave. BlastWave will indemnify, defend, and hold harmless Customer and its officers, directors, employees, and contractors (collectively, “**Customer Indemnified Entities**”) from and against any and all liabilities, losses, damages, costs, and other expenses (including reasonable attorneys’ fees) to the extent resulting from any claim, action, proceeding, or suit, in either case, asserted or brought by a third party against a Customer Indemnified Entity that the Licensed Software, as and in the form provided by BlastWave, infringes such third party’s intellectual property rights (each, a “**Claim**”); provided, however, that BlastWave shall have no obligations under this Section 11.1 if and to the extent any such Claim, or any resulting liabilities, losses, damages, costs, or other expenses, are based on: (i) BlastWave’s compliance with any explicit instructions or specifications provided by Customer; (ii) the modification of the Licensed Software by anyone other than BlastWave; (iii) the combination of the Licensed Software with any product, software, or service not provided by BlastWave; (iv) a Customer Indemnified Entity’s continued use of the Licensed Software after BlastWave has provided Customer Indemnified Entity with a new version or update to such Licensed Software that no longer infringes; (v) a Customer Indemnified Entity’s misuse of the Licensed Software (including any use outside of the express scope of the licenses granted hereunder); (vi) software applications of Customer (each of (i)-(vi) hereof, an “**Excluded Claim**”); or (vii) any open source software used or incorporated into the Licensed Software. BlastWave’s obligations under this Section 11.1 are conditioned on: (a) Customer promptly notifying BlastWave in writing of the applicable Claim; (b) BlastWave being granted sole control of the defense or settlement thereof; and (c) Customer Indemnified Entity furnishing to BlastWave, on request, all relevant information available to such Customer Indemnified Entity and reasonable cooperation for such defense. The obligations provided in this Section 11.1 shall be the sole obligation of BlastWave and the exclusive remedy of Customer Indemnified Entities with respect to any infringement claims based on the Licensed Software or any other documentation or services provided by BlastWave to Customer

hereunder. If BlastWave believes that a Customer Indemnified Entity is, or may become, prohibited from continued use of any Licensed Software by reason of an actual or anticipated infringement Claim then, at BlastWave’s option, BlastWave will use its reasonable efforts to: (1) obtain for such Customer Indemnified Entity the right to continue to use the Licensed Software as permitted hereunder; or (2) replace or modify the Licensed Software so that it is no longer subject to such Claim. If the options described in clauses (1) and (2) above are not reasonably available to BlastWave with respect to the Licensed Software, then BlastWave has the right not to provide any portion of the Licensed Software that is the subject matter of the Claim and Customer Indemnified Entity’s license to such Licensed Software will immediately terminate.

11.2 Indemnification by Customer. Customer will indemnify, defend, and hold harmless BlastWave and its officers, directors, employees, and contractors from and against any and all liabilities, losses, damages, costs, and other expenses (including reasonable attorneys’ fees) resulting from any claim, action, proceeding, or suit arising out of or related to (i) Customer’s actual or alleged breach of this Agreement or applicable law; (ii) negligence or misconduct by Customer or its employees, agents, or other personnel; (iii) any use or misuse of the Licensed Software by any Customer Indemnified Entity or any of their end users of the Licensed Software (except to the extent BlastWave is obligated to indemnify Customer as provided in Section 11.1); or (iv) any Excluded Claim. If BlastWave tenders the defense of such claim, action, proceeding, or suit to Customer, Customer will have the obligation to defend such claim with counsel reasonably acceptable to BlastWave; provided however, BlastWave may participate in the defense of the claim with its own counsel at its own expense. No settlement of a claim, action, proceeding, or suit contemplated in this Section 11.2 will be binding on BlastWave without BlastWave’s prior written consent.

11.3 Limitation of Liability. IN NO EVENT SHALL BLASTWAVE OR ANY OF ITS SUPPLIERS BE LIABLE FOR COSTS OF PROCURING SUBSTITUTE SOFTWARE NOR FOR ANY LOSS OF BUSINESS, LOSS OF DATA, INTERRUPTION OF BUSINESS, LOST PROFITS OR GOODWILL, OR OTHER INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF WHETHER

THE CLAIM IS BASED ON BREACH OF CONTRACT, TORT LIABILITY, OR OTHERWISE. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL THE TOTAL, CUMULATIVE LIABILITY OF BLASTWAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE LICENSED SOFTWARE EXCEED THE AMOUNTS ACTUALLY PAID TO BLASTWAVE BY RESELLER IN RELATION TO CUSTOMER'S USE OF THE LICENSED SOFTWARE DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE FIRST CLAIM OR SUIT THAT ARISES BETWEEN THE PARTIES UNDER THIS AGREEMENT.

12. General.

12.1 Relationship. The Parties are each independent contractors, and neither Party shall be, nor represent itself to be, the franchiser, joint venturer, franchisee, partner, broker, employee, servant, agent, or legal representative, of the other Party for any purpose whatsoever. Neither Party is granted any right or authority to assume or create any obligation or responsibility, express or implied, on behalf of or in the name of the other Party, or bind the other Party in any manner whatsoever.

12.2 Amendment; Waiver. This Agreement may not be modified, amended or supplemented, except by a signed writing of all Parties hereto. No failure to exercise, and no delay in exercising, any right, power or privilege under this Agreement shall operate as a waiver, nor shall any single exercise, any single failure to exercise, or a partial exercise of a right, power or privilege hereunder preclude the exercise of any other right, power or privilege. No waiver of any right, power or privilege hereunder shall be valid unless made in writing and signed by the waiving Party.

12.3 Severability. If any provision of this Agreement or the application of such provision to any person or circumstance shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this Agreement or the application of such provisions as applied to other persons, places and circumstances shall remain in full force and effect.

12.4 Notice. Any notice required or permitted to be given by either Party under this Agreement shall be in writing, and shall be personally delivered, sent by a facsimile transmission, sent by certified or registered mail, or

sent by a nation-wide courier service, to the other Party at its address set forth in this Agreement, or such new address as may from time to time be supplied by the Parties hereto in accordance with this Section 12.4. If personally delivered, notices will be deemed delivered and effective on the date of personal delivery. If sent by facsimile machine, then notices will be deemed delivered and effective upon the date of confirmation of receipt by answer-back from the recipient. If delivered by a nation-wide courier service, then notices will be deemed delivered and effective on the date of receipt.

12.5 Captions and Headings. All captions and headings are for reference only and shall not be considered in interpreting or construing this Agreement.

12.6 Assignment; Subcontracting. This Agreement may not be assigned or delegated by Customer without the prior written approval of BlastWave. BlastWave may freely assign this Agreement. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective permitted successors and assigns. Any attempted assignment in violation of the foregoing is null and void. BlastWave may subcontract any or all of its obligations under this Agreement without Customer's consent, provided that BlastWave will remain responsible for such subcontractor's performance hereunder.

12.7 Equitable Relief. Customer agrees that any actual or threatened misuse or misappropriation of the Licensed Software would cause irreparable injury to BlastWave and its suppliers for which no adequate remedy at law exists; therefore, Customer agrees that in addition to all other remedies available to BlastWave, equitable remedies, including without limitation injunctive relief and specific performance, without the requirement of posting a bond (where applicable), are appropriate remedies to redress any of the foregoing. BlastWave shall recover any out-of-pocket expenses incurred in seeking and enforcing any equitable remedies, including, without limitation, any legal expenses, including court costs and attorney's fees.

12.8 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of California, without reference to conflicts of law principles. The application of the United Nations Convention on the International Sale of Goods is specifically disclaimed. Any dispute or controversy arising from or relating to this Agreement must be arbitrated in

Santa Clara County, California before a single arbitrator who is jointly selected and mutually approved by the Parties or, if the Parties are unable to or fail to agree on the selection of the arbitrator within fifteen (15) days of the demand for arbitration being served, who is appointed by Judicial Arbitration and Mediation Services (JAMS) in accordance with its rules. The arbitrator shall serve as a neutral, independent, and impartial arbitrator. The arbitration will be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures (and in accordance with the expedited procedures in those rules), or, if applicable, in accordance with the JAMS International Arbitration Rules. The results of the arbitration procedure will be considered the Proprietary Information of both Parties. Any arbitration decision rendered will be final and binding, and judgment thereon may be entered in any court of competent jurisdiction. Notwithstanding the above, neither Party will be required to arbitrate a dispute relating to the misuse or misappropriation or any Proprietary Information or the infringement of intellectual property rights, which dispute shall be brought in the federal and state courts in Santa Clara County, California, and each Party hereby consents to the jurisdiction and venue of such courts for such disputes. The Parties agree that any and all process directly to any of them in any such litigation may be served outside the State of California with the same force and effect as if the service had been made within the State of California and that service of process may be effected in accordance with Section 12.4 hereof.

THE PARTIES WAIVE ANY RIGHT TO ASSERT ANY CLAIMS AGAINST THE OTHER PARTY AS A REPRESENTATIVE OR MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION, EXCEPT WHERE SUCH WAIVER IS PROHIBITED BY LAW OR DEEMED BY A COURT OF LAW TO BE AGAINST PUBLIC POLICY. TO THE EXTENT EITHER PARTY IS PERMITTED BY LAW OR COURT OF LAW TO PROCEED WITH A CLASS OR REPRESENTATIVE ACTION AGAINST THE OTHER, THE PARTIES AGREE THAT: (I) THE PREVAILING PARTY SHALL NOT BE ENTITLED TO RECOVER ATTORNEYS' FEES OR COSTS ASSOCIATED WITH PURSUING THE CLASS OR REPRESENTATIVE ACTION (NOT WITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT); AND (II) THE PARTY WHO INITIATES OR PARTICIPATES AS A MEMBER OF THE CLASS WILL NOT SUBMIT A CLAIM OR OTHERWISE PARTICIPATE IN ANY

RECOVERY SECURED THROUGH THE CLASS OR REPRESENTATIVE ACTION.

12.9 Force Majeure. BlastWave shall not be in default by reason of any failure in performance of its obligations if such failure arises out of causes beyond the control (whether caused directly or indirectly) of BlastWave. Such causes may include, but are not restricted to: Acts of God or of the public enemy; acts of government (including specifically but not exclusively any orders, rules, or regulations issued by any official or agency of any such government) in either its sovereign or contractual capacity; riots or other civil unrest; fires; earthquake; floods; epidemics or pandemics; quarantine restrictions; embargoes; strikes; labor difficulties; delays or interruptions in performance by suppliers or subcontractors; unusually severe weather; shortages in labor, fuel, materials and supplies; internet connectivity problems; hacking of any facilities, resources, or infrastructure (whether of BlastWave or any third-party service provider thereof); or any combination thereof.

12.10 Marketing. BlastWave may use Customer's name, logo, and trademarks, in printed, audio, and digital formats and on BlastWave's websites, for the purpose of advertising and marketing the Licensed Software, provided that no quotes or other attributions will be made to Customer without Customer's prior written consent. Customer and BlastWave may publicly refer to the other Party as a licensor and a customer, respectively.

12.11 Entire Agreement. This Agreement, including any and all exhibits attached hereto and documents referenced herein, constitutes the entire agreement between BlastWave and Customer with respect to the subject matter hereof and supersedes all previous communications, representations, and agreements, whether oral or written, between Customer and BlastWave. This Agreement may not be modified, supplemented, qualified, or interpreted except in writing signed by Customer and BlastWave.

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Next[<https://support.blastwave.com/en/knowledge-base/administration.html>]



US GOVERNMENT CUSTOMER RIDER

This Government Customer Rider ("Rider") is entered into by and between Vertosoft LLC ("Vertosoft") and BlastWave, Inc. ("Supplier"). This Rider is incorporated into the Supplier's commercial terms and conditions ("Supplier Terms") and applies specifically to transactions with Government Customers and Vendors.

The purpose of this Rider is to define terms and conditions specific to Government-related transactions and to ensure Supplier compliance with applicable federal, state, and local procurement laws. This Rider is not intended to modify the underlying distribution agreement between the above-mentioned parties.

1. Applicability and Precedence

In the event of a conflict between the Supplier's Commercial Terms and Conditions and applicable federal, state, or local procurement laws or regulations, the applicable laws or regulations shall prevail. Additionally, the terms of this Rider shall prevail over any conflicting provisions in the Supplier's Commercial Terms and Conditions to the extent necessary to ensure compliance with applicable laws and to reflect the requirements of Government Customers and Vendors.

2. Prohibition on Prepayment

Supplier acknowledges that Government Customers are prohibited from prepaying for goods or services pursuant to 31 U.S.C. § 3324. Accordingly, Supplier shall accept payment in arrears where required by law and shall invoice accordingly.

3. Auto-Renewal Limitation

Supplier agrees that no subscription, license, or service shall auto-renew with a Government Customer unless explicitly authorized in writing by the Government Customer.

4. Governing Law and Dispute Resolution

This Rider shall be governed by the laws of the Commonwealth of Virginia, without regard to its conflict of law provisions. However, any dispute arising out of a transaction with a Government Customer shall be interpreted in accordance with applicable federal or state procurement laws and regulations.

5. Indemnification

Government Customers shall not be required to indemnify Supplier. Supplier shall indemnify Vertosoft against any third-party claims arising from: (i) Supplier's breach of law, including violations of FAR/DFARS provisions, export/import control laws, or unauthorized disclosures of sensitive government data; and (ii) any misrepresentation of Supplier's regulatory compliance status.

6. Software License Rights

Products shall be treated as 'commercial computer software' under FAR 12.212 and DFARS 227.7202. Government Customer use shall be governed solely by the rights customarily provided to the public.

7. Termination for Convenience or Non-Appropriation



If a Government Customer terminates an Order for convenience or due to non-appropriation of funds, Vertosoft may cancel its corresponding order with Supplier without breach or penalty. Supplier shall provide reasonable assistance to support an orderly and timely cessation of affected services. This includes, but is not limited to, discontinuing billing for any unused services and ensuring Government Customer access through the remainder of the subscription term for which payment has already been made.

8. FOIA and Open Records Compliance

Supplier shall cooperate in the processing of any Freedom of Information Act (FOIA) or similar requests and acknowledge that confidentiality obligations shall not prevent Vertosoft from fulfilling such legal disclosures.

9. Export Control

Supplier shall comply with all applicable U.S. export control laws and regulations, including but not limited to the Export Administration Regulations (EAR) and the International Traffic in Arms Regulations (ITAR). Supplier shall promptly notify Vertosoft of any export restrictions applicable to its products or services, including restrictions on end users, destinations, or re-exports. Supplier shall assist Vertosoft in obtaining any required licenses or authorizations and shall indemnify Vertosoft against any claims, penalties, or liabilities arising from Supplier's noncompliance with such laws or from its acts or omissions in connection with export obligations.

10. Professional Services

Professional Services provided to Government Customers shall be delivered under a mutually agreed Statement of Work (SOW) where applicable. Travel must comply with Federal or Joint Travel Regulations.

11. FAR/DFARS Flow-Down Terms

Supplier agrees to accept mandatory FAR and DFARS flow-downs for subcontracts, including but not limited to termination rights, sourcing restrictions, and reporting obligations.

12. Data Security and Hosting

Supplier shall not use, share, or store Government Customer data outside of the scope expressly authorized in writing. Hosting environments must comply with applicable federal or state data protection laws.

13. Insurance Requirements

Supplier shall maintain sufficient insurance coverage to meet applicable government subcontractor standards, including but not limited to general liability, cyber risk, and professional liability coverage.

14. Representations and Certifications

Supplier agrees to complete and maintain all applicable federal compliance representations and certifications required for resale to Government Customers. These include, but are not limited to, certifications related to compliance with the Buy American Act, the Trade Agreements Act, and representations pursuant to FAR 52.225-2, FAR 52.225-4, and GSAR 552.204-70 (Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment).

15. No Privity of Contract

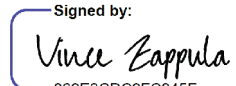
Supplier agrees that no contractual relationship shall exist between Supplier and any Government Customer. All payments from Government Customers shall be made directly to Vertosoft, and Supplier shall not invoice or collect payment directly from Government Customers unless otherwise explicitly agreed upon in writing by the Government.



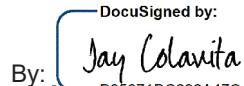
Customer, Supplier, and Vertosoft. Vertosoft shall remain responsible for remitting payment to Supplier in accordance with the distribution agreement between the parties.

IN WITNESS WHEREOF, the parties have caused this Rider to be executed by their authorized representatives.

BlastWave, Inc.

Signed by:

869E3CDC9FC945F...
Signature (**Supplier**)
Print Name: Vince Zappula
Title: CRO
Date: 10/23/2025

Vertosoft LLC

DocuSigned by:

By: B85871DC292A47C...
Print Name: Jay Colavita
Title: President
Date: 10/23/2025