

SOFTWARE LICENSE AGREEMENT

THIS SOFTWARE LICENSE AGREEMENT (this "Agreement") by and between Pondurance LLC, an Indiana limited liability company with its principal place of business at 500 N. Meridian St., Suite 500, Indianapolis, Indiana 46204 ("Pondurance"), and you ("Licensee"), is entered into and effective as of the Effective Date designated below.

Recitals

WHEREAS, Pondurance is the owner and licensor of proprietary software/platform/services for use in Threat Hunting and Response (referred to herein interchangeably as the "Pondurance Platform" or "Licensed Software"); and

WHEREAS, Licensee has requested a nonexclusive license to use the Pondurance Platform and Pondurance is willing to grant such a license to Licensee upon the terms and conditions set forth below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by both parties, Pondurance and Licensee agree as follows:

Section 1: Grant and Scope of License

1.1 Grant of License. Subject to the terms and conditions of this Agreement and any Master Services Agreement or Services Contracts by and between Pondurance and Licensee (collectively the "MSA"), Pondurance hereby grants to Licensee a nonexclusive, nontransferable license (the "License") to install and utilize the Pondurance Platform, together with any related documentation as may be provided by Pondurance, in such version or versions as Pondurance may make available to Licensee for any use permitted hereunder in during the License Term.

1.2 Licensed Copies. Licensee may install and utilize during the Licensed Term that number of copies of the Licensed Software specified for the purpose of or in connection to Threat Hunting and Response for use in Licensee's own operations and in conjunction with other services provided by Pondurance in accordance with the MSA.

1.3 Prohibited Uses. Licensee will not, directly or through others, (a) install or use any Licensed Software on any computers, work stations or devices other than the permitted locations or permit access to or use of the Licensed Software by any unauthorized persons; (b) market, license, distribute or transfer the Licensed Software or make unauthorized copies of the Licensed Software; (c) disassemble, reverse engineer, or decompile the Licensed Software or otherwise attempt to discover any portion of the source code of any Licensed Software; (d) modify, translate, or create derivative works based on any element of the Pondurance Platform or any related documentation; (e) publish or disclose to third parties any evaluation of the Pondurance Platform without Pondurance's prior written consent; (f) permit any third party to access the Pondurance Platform; (g) access the Pondurance platform in order to build, or provide any assistance in the development of, a competitive product or service; or (g) use the Pondurance Platform for any purpose other than expressly permitted by the license grant set forth herein and the MSA.

1.4 Compliance with Laws. In performing this Agreement, Licensee will comply with all applicable laws,

regulations, rules, orders, and other requirements, now or hereafter in effect, of governmental authorities having jurisdiction.

Section 2: Term

2.1 License Term. Unless terminated earlier in accordance with this Agreement, the License herein shall last for as long as Pondurance provides services to Licensee under an applicable Master Services Agreement, Services Contract, or other duly executed agreement, commencing on the Effective Date (“License Term”).

2.2 Renewals. The License Term may be extended or renewed for additional periods of time only by written agreement of the parties.

Section 3: Fees and Other Charges

3.1 Charges for Other Products or Services. Any other products or services provided by Pondurance during the License Term, including but not limited to support services for the Licensed Software, shall be chargeable to Licensee in the amounts or at the rates specified in the MSA or, if not so specified, at Pondurance’s then-standard charges and rates or upon such other terms as the parties may agree in writing.

3.2 Taxes. The License Fee and any other charges contemplated in this Section 3 does not include any duties, taxes, fees or other amounts assessed or imposed by any governmental authority with respect to the License or this Agreement. Licensee will pay or reimburse Pondurance for all such amounts other than taxes imposed on Pondurance’s net income. If any country levies a withholding or similar tax on the license fees payable to Pondurance hereunder, the amount payable by Licensee will be increased by the amount necessary for Pondurance to receive the same license fee amount Pondurance would have received absent such withholding tax.

Section 4: Delivery and Installation

4.1 Delivery of Licensed Software. Unless the parties agree on an alternative means or time of delivery, Pondurance will deliver electronically the Licensed Software to Licensee on or before the Effective Date.

4.2 System Requirements; Installation. Pondurance will provide Licensee with information regarding equipment specifications and operating system requirements for the Licensed Software as delivered. Licensee shall be solely responsible for providing all computer hardware and equipment as well as all third-party operating systems or other software required for its utilization of the Licensed Software other than the Box provided by Pondurance, as applicable. Licensee shall be solely responsible for installation and integration of the Licensed Software in its IT system/network, including all legacy data extractions and interface connections.

Section 5: Support; Maintenance and Upgrades

5.1 Support Services. Upon and after the delivery of the Licensed Software, and subject to applicable service and support fees set forth in the MSA (or, if not so specified, then at Pondurance’s then-standard fees and rates for such services), Pondurance will make available to Licensee, during its regular business hours, off-site (telephonic, email and/or online) consultation and support services to assist Licensee in its installation of the Licensed Software and to address any problems Licensee encounters in its use of the Licensed Software.

5.2 Instructional Resources. Licensee shall have access, at no additional charge, to any instructional web sites, videos or other media or resources Pondurance may from time to time make generally available to users of Licensed Software.

5.3 Software Maintenance. Pondurance will use commercially reasonable efforts to correct material errors identified in the latest version of the Licensed Software and will make available to Licensee any modification, correction, maintenance release or new version of the Licensed Software that Pondurance makes generally available to its licensed users. In the event Licensee identifies a suspected error or deficiency in the Licensed Software, Licensee agrees to promptly report the same to Pondurance in writing.

5.4 Upgrades. Pondurance may at its discretion, but shall have no obligation to, develop and release new and/or upgraded versions of the Licensed Software that Pondurance may make available to Licensee. Following the release of any new or upgraded version of the Licensed Software, Pondurance may at its discretion, upon notice to Licensee of not less than thirty (30) days, terminate any or all maintenance and support services with respect to any prior version of the Licensed Software.

Section 6: Proprietary Rights

6.1 Ownership. Pondurance is and shall remain the sole owner of the Licensed Software, including all copyrights, trade secrets, and other proprietary rights associated with the Licensed Software. No title to, or ownership of, any portion of the Licensed Software, or any copyright, trademark, trade secret, or other proprietary right in, to or associated with the Licensed Software, shall inure or be transferred to Licensee pursuant to the License or this Agreement. Without limiting the generality of the foregoing, Pondurance reserves all of its patent, copyright, trademark, trade secret, and other proprietary rights in the Licensed Software. Licensee will not infringe, violate, or contest, and will take appropriate steps and precautions for the protection of, Pondurance's proprietary rights.

6.2 Notification of Infringement. Licensee agrees to immediately notify Pondurance of any actual or suspected infringement, misuse or other violation of Pondurance's rights or interests in the Licensed Software of which Licensee becomes aware. Licensee agrees to cooperate with Pondurance in any legal or equitable action that Pondurance may undertake to protect any of its rights in connection with the Licensed Software.

6.3 Confidentiality. Neither party will disclose or use any confidential information of the other except for the purposes of performing this Agreement. Licensee acknowledges that the Licensed Software contains and comprises valuable trade secrets and other proprietary, confidential information, data, processes, methodologies and procedures of Pondurance; and Licensee agrees to take all actions necessary to protect and preserve the confidential, proprietary nature of the Licensed Software. Without limitation to the foregoing, Licensee agrees not to disclose or make available the Licensed Software in any form to any unauthorized persons or entities. Licensee further agrees to take reasonable steps to limit access to the Licensed Software to authorized users and other employees of Licensee who require such access for purposes consistent with this Agreement. Upon request of Pondurance, Licensee agrees to secure and provide to Pondurance confidentiality agreements from any of the users or other employees of Licensee with access to the Licensed Software.

Section 7: Termination

7.1 Agreed Termination. The parties may agree to terminate the License at any time during the License Term

in a writing signed by both parties.

7.2 Termination Upon Notice. Pondurance may terminate the License immediately upon written notice to Licensee in the event of Licensee's breach or threatened breach of any provision of this Agreement. Without limiting the generality of the foregoing, Pondurance may terminate the License immediately upon any breach or threatened breach of Licensee's obligations under Sections 1.3 or 6.3 of this Agreement with respect to the use or confidentiality of the Licensed Software. Licensee further acknowledges and agrees that Pondurance's remedies at law for breach of Licensee's confidentiality obligations are inadequate and that Pondurance will be entitled to equitable relief, including without limitation, immediate injunctive relief, specific performance and/or other remedies in addition to remedies provided at law.

7.3 Automatic Termination. The License and all rights of Licensee to use the Licensed Software shall terminate automatically upon the occurrence of (i) the filing by Licensee of a voluntary petition in bankruptcy or an assignment for the benefit of creditors, or (ii) the filing against Licensee of an involuntary petition in bankruptcy, unless such petition is dismissed within ninety (90) days.

7.4 Duties Upon Termination. Upon termination or expiration of the License for any reason, Licensee shall discontinue all use of the Licensed Software and, within ten (10) business days of termination, Licensee shall destroy or delete all copies of the Licensed Software in its possession or control, including, but not limited to, any back-up or archival copies, partial copies or modifications thereof; and an officer of Licensee shall verify in writing to Pondurance that such actions have been taken. Upon Pondurance's request, Pondurance may inspect Licensee's computers, computer servers and any related media or storage devices to confirm Licensee's compliance with this provision.

7.5 Other Remedies. The exercise of any right of termination under this Section 7 shall not constitute a waiver of any other rights or remedies available for violation of the terms of the License, this Agreement or applicable law.

Section 8: Warranties; Limitation of Liability

8.1 Limited Warranty. Pondurance warrants that the Licensed Software has been developed in conformity with generally prevailing industry standards. Pondurance further warrants that the Licensed Software shall substantially meet the performance standards and functionality described in Pondurance's published documentation in all material respects; provided, however, that Pondurance DOES NOT WARRANT that the Licensed Software is or shall be free of all defects, errors, inaccuracies or other deficiencies. Licensee's exclusive remedy for the breach of the above warranties will be either (as determined in Pondurance's sole discretion) the correction of a material deficiency within a commercially reasonable time or the termination of the License and return of a prorated portion of the License Fee paid by Licensee. THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY ORAL OR WRITTEN REPRESENTATIONS, PROPOSALS OR STATEMENTS MADE ON OR PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT. LICENSOR EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES.

8.2 Third-Party Materials. Pondurance does not warrant and shall not be responsible for any defect, error, inaccuracy, deficiency or failure with respect to any third-party software or equipment used by Licensee in conjunction with the Licensed Software, regardless of whether such other software or equipment has been

designated or approved by Pondurance for use with the Licensed Software. Licensee shall be solely responsible for contracting directly with any and all vendors of third-party software or equipment directly and not through Pondurance.

8.3 Limitation of Liability. In no event shall Pondurance be liable to Licensee or any other person or entity for special, indirect or consequential damages of any kind resulting from any use of the Licensed Software pursuant to this Agreement or the License, whether arising in contract, tort or otherwise, even if Pondurance has been advised of the possibility of such loss or damages. Pondurance's total liability under this Agreement with respect to the Licensed Software, regardless of cause or theory of recovery, SHALL BE DETERMINED BY AND CONSISTENT WITH THE APPLICABLE PROVISION(S) OF THE MASTER SERVICES AGREEMENT EXECUTED BY PONDURANCE AND LICENSEE.

Section 9: Miscellaneous

9.1 Severability. The invalidity, in whole or in part, of any provision of this Agreement shall not affect the validity of any of its other provisions. If any provision, or part thereof, shall be declared invalid or unenforceable by statute or court decree, then the parties shall negotiate a revised provision sufficient to represent the original intent of the parties.

9.2 Waiver. A waiver of a breach or default under this Agreement shall not be a waiver of any subsequent breach or default. Failure of either party to enforce compliance with any term or condition of this agreement shall not constitute a waiver of such term or condition then or in the future.

9.3 Amendment. No modification, amendment, waiver or release of any provision of this Agreement or of any right, obligation, claim or cause of action arising under this Agreement shall be valid or binding for any purpose unless in writing and duly executed by the party against whom the same is sought to be asserted.

9.4 Assignment. Neither the License nor this Agreement or any of the rights and duties hereunder shall be assignable by Licensee except upon the prior written consent of Pondurance. This Agreement shall be binding on, and shall inure to the benefit of, the parties and their respective successors and permitted assigns.

9.5 Notices. Any notice, request, or other communication required or permitted hereunder shall be deemed to be sufficiently given to the addressee, and any delivery hereunder shall be deemed made, when personally delivered or when mailed by U.S. certified mail, return receipt requested, or sent by private courier service, addressed to the intended recipient party at the address specified in this Agreement or such other address as a party may specify by notice to the other.

9.6 Relation of Parties. The nature of the relationship of the parties hereto is that of independent contractors. Nothing in this Agreement shall be deemed to create or imply an agency relationship between Pondurance and Licensee, nor will this Agreement be deemed to constitute or give rise to a joint venture or partnership between the parties.

9.7 Governing Law and Venue. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Indiana without regard to its conflict of law provisions. The parties acknowledge and agree that the state and federal courts sitting in Marion County, Indiana, shall have personal jurisdiction over all parties hereto; and any action or proceeding relating to a dispute or controversy arising under the License or this Agreement shall be brought only in a state or federal court in Marion County, Indiana, that has jurisdiction over the subject matter thereof.

9.8 Attorneys' Fees. If Pondurance must initiate an action or proceeding to enforce the terms of this Agreement, including but not limited to payment for License Fees, Pondurance shall be awarded its reasonable attorneys' fees and costs of the action in addition to any damages to which Pondurance may be entitled.

9.9 Captions. The captions and heading in this Agreement are for convenience only and shall not be construed as defining or limiting the subject matter or scope of any provision.

9.10 Counterparts. This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same Agreement.

9.11 Entire Agreement. This Agreement, together with any Master Services Agreement or Services Contracts referred to herein, constitutes the entire agreement between the parties with respect to its subject matter, and supersedes all prior agreements, proposals, negotiations, representations or communications relating to the subject matter. Both parties acknowledge that they have not been induced to enter into this Agreement by any representations or promises not specifically stated herein.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives as of the Effective Date, but actually on the dates shown on the signed form.