

SOFTWARE END USER LICENSE – GOVERNMENT ADDENDUM

This Government Addendum (“Addendum”) Amends the Software End User License Agreement (“EULA”) between Owl Cyber Defense Solutions, LLC (“Owl”), a Maryland limited liability company (referred to herein as “Licensor”) and the U.S. Federal Government (“Government,” “End User” or “Licensee”). Pursuant to Federal Law, the Government requires certain terms apply to all commercial software licenses. This Addendum replaces the terms of any clauses that are not acceptable to the Government pursuant to a commercial license. All other provisions shall remain in full force and effect unless otherwise indicated herein. This Addendum is incorporated into and made a part of the agreement between the Licensor and Customer.

1. Paragraph 1 is amended to add the following terms:

“Contracting Officer” means an individual authorized by the U.S. Federal Government to bind the Government under a contract.

“Government” means a Federal Agency of the United States of America.

2. Section 3 is amended to add the following: “Licensor agrees that any license agreement provisions, to include but not be limited to Third Party Materials or terms of use unilaterally revised subsequent to award, that are inconsistent with any material term or provision of this EULA are not enforceable against the Government, until and unless the Government accepts a new Software update with the new terms. If the Government does not agree with the new terms, they can reject the Software update and to continue using the prior version of the Software.”

3. Paragraph 13 is deleted in its entirety and replaced with “13. Not Used.”

4. Paragraph 14 is revised to delete Subparagraph (a) and replace it with the following: “If a third party claims that products or services delivered under the EULA infringe that party’s intellectual property rights, the Licensor will indemnify the Government against liability, at the Licensor’s expense, and pay all costs, damages, and attorney’s fees that a court finally awards or that are included in a settlement approved by the Licensor, provided that the Government promptly notifies the Licensor of the claim and gives the Licensor such opportunity as is offered by applicable laws, rules, and regulations to participate in the defense thereof. The Government shall make every effort to fully participate in the defense and/or in any settlement of such claim. However, the Licensor understands that such participation will be under the control of the U.S. Department of Justice, per 28 U.S.C. § 516.”

5. Subparagraph 15(a) is deleted in its entirety and replaced with the following: “The EULA shall be governed solely by U.S. Federal law, including the Contract Disputes Act. Licensor’s recourse against the Government for any alleged breach of the EULA will be a dispute under the Contract Disputes Act. In the event a dispute is pending, Licensor agrees to proceed diligently with performance of the EULA, pending final resolution of any request for relief, claim, appeal, or action arising under the EULA, and comply with any decision of the Government’s Contracting Officer. Licensor agrees that equitable relief and the award of

attorney's fees, costs, or interest are only allowed to the extent permitted by statute (e.g., the Prompt Payment Act or Equal Access to Justice Act). Disputes will be resolved in accordance with the Contract Disputes Act. Licensor agrees that any provisions consenting to or entitling Licensor to equitable relief or injunctions are revoked. Equitable relief for copyright, trademark, or patent infringement by the Government is only available to the extent permitted by U.S. Federal law and applicable federal statutes."

6. Subparagraph 15(e) is deleted in its entirety and replaced with the following:
"Except for transfers to other Government Agencies, without the prior written consent of Licensor, End User shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this License, except to a successor to all or substantially all of its business and assets who assumes in writing all of End User's obligations under this License. End User must provide written notice to Licensor of any such assignment and of the assignee/successor's written assumption of End User's obligations hereunder within ten (10) days of the effective date of such assignment. No assignment, delegation or other transfer will relieve End User of any of its obligations or performance under this License. Any purported assignment, delegation, or transfer in violation of this Section 15(e) is void. Licensor agrees that any assignments of a Contract and/or EULA with a Government End User are prohibited without the Government's prior approval, except for assignment of payment to a financial institution, which must comply with the Assignment of Claims Act (31 U.S.C. § 3727, 41 U.S.C. § 15) and Federal Acquisition Regulation Subpart 32.8."