8840 Stanford Blvd # 2100
Columbia, MD 21045
(410) 290-1411
owlcyberdefense.com

TERMS AND CONDITIONS

This Terms and Conditions Contract (hereinafter "Contract") is binding by and between Owl Cyber Defense Solutions, LLC, a Maryland limited liability company (referred to herein as "Owl Cyber Defense" or "Seller") and the person or entity identified on the Order Form as the Customer. This Contract is incorporated into and made a part of any Order between Seller and Customer.

REGARDLESS OF ANY TERMS AND CONDITIONS INCLUDED ON ANY ORDER FORM, SELLER PROVIDES THE PRODUCTS SOLELY ON THE TERMS AND CONDITIONS SET FORTH IN THIS CONTRACT. UPON THE ISSUANCE OF AN ORDER FOR PRODUCT OR SERVICES, CUSTOMER (A) ACCEPTS THE TERMS AND CONDITIONS OF THIS CONTRACT AND AGREES THAT THEY ARE LEGALLY BOUND BY ITS TERMS; AND (B) REPRESENTS AND WARRANTS: (I) THAT CUSTOMER HAS THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THIS CONTRACT AND BE BOUND BY THE TERMS OF THIS CONTRACT; AND (II) THAT THE INDIVIDUAL ISSUING AN ORDER ON BEHALF OF CUSTOMER HAS THE PROPER RIGHT AND AUTHORITY TO DO SO.

UNLESS OTHERWISE AGREED TO IN WRITING, CUSTOMER AGREES THAT NO TERMS OR CONDITIONS PUT FORWARD BY CUSTOMER'S ORDER OR OTHERWISE, SHALL BE BINDING ON SELLER. ACCEPTANCE OF ANY ORDER FOR PRODUCT IS EXPRESSLY LIMITED TO THE TERMS OF THIS CONTRACT AND THE ORDER, AND ANY ADDITIONAL OR DIFFERENT TERMS ARE OBJECTED TO WITHOUT FURTHER NOTIFICATION BY SELLER AND SHALL NOT BE CONSIDERED AS PART OF THIS CONTRACT INCLUDING LANGUAGE TO THE EFFECT THAT THE NEW TERMS ARE CONSIDERED TO BE A COUNTEROFFER

NOTE THAT ANY TERMS ON AN ORDER SIMILAR TO "ACCEPTANCE OF PRICE QUOTE ONLY" AND OTHER TERMS INCLUDED IN THE ORDER WILL NOT BE ACCEPTED BY OWL, NOR WILL THE INCLUSION OF THOSE TERMS CONTROL THE ORDER UNLESS OWL HAS EXPRESSLY AGREED TO THOSE TERMS IN WRITING VIA AN FULLY EXECUTED ADDENDUM TO THESE TERMS. THE MERE ACCEPTANCE OF A PURCHASE ORDER BY OWL CYBER DEFENSE'S SIGNATURE DOES NOT REPRESENT ACCEPTANCE OF ANY ADDITIONAL PURCHASE ORDER TERMS.

1. GENERAL:

a. DEFINITIONS. For purposes of this Contract, the following terms have the following meanings:

"Affiliates" means, with respect to a Party, any other entity which directly or indirectly controls, is controlled by, or is under common control with such Party. For this purpose, "control" means the possession, directly or indirectly (through one or more intermediaries), of the power to direct or cause the direction of management and policies of any entity through ownership of voting securities, contract, voting trust, or otherwise.

"Customer" means the Person identified as the Customer in the Order.

8840 Stanford Blvd # 2100
Columbia, MD 21045
(410) 290-1411
owlcyberdefense.com

"Documentation" means user manuals, technical manuals, and other materials provided by Seller, in print, electronic or other form, that describe the installation, operation, use, maintenance, technical specifications, and deinstallation of Goods or Software Products, excluding any Third-Party Materials;

"End User" means the person or entity identified on the Order Form or identified in a License Transfer Document as the end user of the Software;

"Goods" means the Seller Hardware, products, equipment, tooling, parts, supplies, and other items supplied by Seller to Customer as described in the Order but excluding, however, the Software Product that is subject to the Software EULA (defined below).

"Order" has the meaning set forth in Section 2.a below.

"Party" or "Parties" refers individually to the Licensor, Customer, or End User or collectively each and/or two or more of the Parties to this Contract as appropriate.

"Person" means an individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association, or other entity.

"Seller Hardware" means the computer hardware, appliances and peripheral devices manufactured by or for Seller and supplied by Seller to Customer under an Order, but expressly excluding any software integrated therein or associated therewith and any Third-Party Materials.

"Software" means the software programs for which Customer is purchasing a license subject to an End User License Agreement ("EULA"), as expressly set forth in the Order, and/or software integrated or embedded in, or required for use with, products which Customer is purchasing from Seller as expressly set forth in the Order (exclusive of Third Party Materials), as well as updates, improvements, modifications, repairs, and replacements thereto provided by Seller under any Technical Services Policy ("TSP") in effect or otherwise in Seller's sole discretion.

"Software Product" means the Software, the Software media upon which the Software is provided, and the Documentation.

"Technical Services Policy" means any Technical Services Policy of Seller in effect during the term of an Order which covers software and hardware support and maintenance services pertaining to the Goods and/or Software Product.

"Term" shall mean the term that is on an Order to include the duration of any Technical Services Policy.

"Third Party Materials" means any hardware, equipment, components, accessories, software, content, data, or other materials, including related documentation, that are manufactured, produced, licensed, branded, and/or provided by third parties and supplied by Seller to Customer under an Order.

b. All Orders must be in writing and are accepted subject to this Contract. No terms or conditions put forward by Customer's Order or otherwise, which are inconsistent with this Contract, shall be binding on Seller unless expressly agreed in writing by Seller. The mere signature acceptance of an Order does not represent such "writing." Instead, in order for any terms other than these terms to apply, Seller must include a statement as part of its acceptance of the Order that Seller is accepting Customer's terms and conditions in lieu of these terms and conditions.

c. The Seller's TSP and any applicable Seller Software EULA(s) (individually and collectively referred to herein as the "Software License") referenced or provided by Seller in

8840 Stanford Blvd # 2100
Columbia, MD 21045
(410) 290-1411
owlcyberdefense.com

connection with this Contract are incorporated herein by reference and contain additional terms and conditions applicable to Customer's Order and Seller's sale of any Goods and/or software to Customer.

d. If Customer is purchasing a license for the Software on behalf of an End User of the Software that is different from Customer, Customer represents, warrants, and covenants that: (i) Customer is acting as such End User's authorized agent and has the right, power, and authority to accept the EULA on behalf of such End User and to bind such End User to the terms of the EULA and TSP referenced or provided by Seller in connection with this Contract, and (ii) Customer shall provide End User with a copy of the EULA and TSP and shall notify End User in writing that its acquisition and use of such software is subject to and governed by the terms of such agreements, to which End User is legally bound.

e. End User may purchase Goods/Software Products via a Reseller. Reseller and End User shall enter into a separate agreement setting forth the fees to be paid by End User to Reseller for such Goods/Software Products, as well as any other terms or conditions that apply exclusively between Reseller and End User. End User acknowledges and agrees that Seller shall not be responsible for the obligations of any Reseller to End User under such separate agreement, for the acts or omissions of Reseller, or for any third-party products and/or services furnished to End User by any Reseller.

2. ORDERS:

a. Each purchase order (each, an "Order") for the purchase and sale of Goods and Software shall be entered into hereunder by Seller's issuance to Customer of a quote therefor and Customer's acceptance of such quote, or Customer's issuance to Seller of a purchase order (in a form agreed to by Seller from time to time for such purpose) and Seller's acceptance of such purchase order, in each case with such Order being accepted only on the terms set forth in this Contract.

b. Unless otherwise agreed to by Seller in writing, each Order shall contain the following: (A) Quantity, Product Numbers, Price and Seller Quote Number; (B) Total Price (Resale certificate, if applicable); (C) Ship to: Name, Address, Phone Number; (D) Bill to: Name, Address, Phone Number; (E) Technical Point-of-Contact: Name, Address, Phone Number; (F) Purchasing and/or Procurement Contact: Name, Address, Phone Number; (G) Requested method of payment; (H) Requested Delivery Date; (I) if Customer is purchasing software or products which incorporate software on behalf of an End User that is different from Customer, the Order shall identify the End User; and (J) US Government contract number (required for commercial customers to receive US Government Direct Price).

c. Seller may, at its sole discretion, cancel outstanding Orders for Goods or Software with no liability to Customer upon a claim or allegation by Customer or a determination by Seller that such Goods or Software have or may have a defect which could endanger the safety of any person or property.

d. Upon execution or issuance of an Order, Customer shall provide a Payment Bond in the amount of 100% of the Order Price if the Customer does not have at least an "A-" rating with the Better Business Bureau (or no rating at all). The Payment Bond shall be made payable to Owl Cyber Defense. The costs of the Payment Bond shall be solely at Customer's expense. In the event that Customer does not provide the required Payment Bond, Owl Cyber Defense shall not ship product and will consider the lack of the Payment Bond to be a material breach of the Order

8840 Stanford Blvd # 2100
Columbia, MD 21045
(410) 290-1411
owlcyberdefense.com

and will terminate the Order with the Customer in accordance with the Contract referenced in the Quote and incorporated in the Order.

3. DELIVERY; SHIPPING:

a. All periods stated for delivery or completion are to be treated as estimates only not involving any contractual obligations unless otherwise expressly agreed to by Seller in writing.

b. If delivery is delayed due to any act or omission of Customer, or if having been notified that Goods or Software are ready for dispatch, Customer fails to take delivery or provide adequate shipping instructions within 48 hours, Seller shall be entitled to place the Goods or Software (media) into suitable storage at Customer's expense. Upon placing the Goods into storage, delivery shall be deemed to be complete, risk in the Goods shall pass to Customer and Customer shall pay Seller accordingly.

c. Except for payment obligations, neither Party will be responsible for failure of performance due to an event beyond the affected Party's reasonable control, including unforeseeable production or shipping disturbances, war, acts of terrorism, fire, casualty, severe weather events, acts of God, unforeseeable shortages or unavailability of labor, utilities or raw materials and supplies, strikes, lockouts, epidemic, pandemic, government regulations or control, government acts or authority, government shutdowns or emergency declarations, embargos, the unavailability of the Internet or portions thereof, and any other hindrances beyond the control of the Party obliged to perform. Any such events shall relieve the affected Party from its performance obligations (exclusive of payment obligations) as long as and to the extent that the hindrance prevails. If, as a result of the hindrance, supply and/or acceptance is delayed by more than twelve (12) weeks, either Party shall have the right to cancel the Contract. Should Seller's suppliers fail to provide supplies in whole or in part, the Seller shall not be under obligation to purchase from other sources.

d. Shipping is generally arranged using two-to-three-day express delivery. For all domestic and international shipments, shipping is F.O.B origin (Inco ExWorks). The Customer may order "shipping" from Owl Cyber Defense as part of an Order. Regardless of whether shipping is part of an Order or not, the title and the risk of loss will still pass to the Customer once the shipment leaves Owl Cyber Defense's premises. Unless the Customer orders, as part of its Order, "shipping," the Customer must provide shipping instructions with a carrier of its choice and pay that carrier. The Customer is always responsible for any import/export charges that may be incurred for any Order. Except as otherwise provided in the TSP, return shipping is Customer's responsibility, to include making arrangements for a U.S. importer to clear U.S. Customs and ship on to Owl Cyber Defense.

e. Promptly after receipt of each delivery of Goods or Software Product, Customer shall inspect said Goods or Software Product. All claims for shortages must be made within seven (7) calendar days after Customer's receipt of the Goods or Software Product. Except as provided in the Disclaimer of Warranties below, all claims not made in writing within the time periods specified in this Section 3.e. shall be deemed waived.

8840 Stanford Blvd # 2100
Columbia, MD 21045
(410) 290-1411
owlcyberdefense.com

4. FINANCIAL TERMS:

a. Payment shall be made in full in U.S. dollars within thirty (30) days from Seller's invoice date, without set-off, counterclaim, or withholding of any kind (save where and to the extent that this cannot be excluded by law).

b. The Customer is not entitled to withhold payment due to incomplete total delivery, warranty claims, or complaints unless the right to set-off or withhold is undisputed or has been legally established by a court of competent jurisdiction.

c. Goods and Software Product will be invoiced upon shipment or at any time after their readiness for dispatch has been notified to Customer.

d. Without prejudice to Seller's other rights, Seller reserves the right to: charge simple interest on any overdue sums at 1.5% per month during the period of delay; suspend performance with any Goods or Software Product (including withholding shipment) in the event that Customer fails, or, in Seller's reasonable opinion, it appears that Customer is likely to fail to make payment when due; and at any time require such security for payment as Seller may deem reasonable.

e. If the Customer fails to pay the amounts due and Seller must take some action to get paid, to include accrued interest, then Seller shall also be entitled to any and all monies Seller incurs to get paid, to include, but not be limited to, attorney's fees.

f. Unless otherwise stated, prices do not include applicable quotation fees, taxes, excises, duties, or other governmental impositions which Seller may be required to pay or collect. Any such applicable taxes, duties, etc. will be paid directly by Customer.

5. CONFIDENTIALITY:

a. All non-public, confidential or proprietary information of Seller, including but not limited to technical specifications, algorithms, product design and configuration, samples, patterns, hardware and software designs, plans, drawings, documents, data and data structures, business operations, customer lists, pricing, discounts or rebates, disclosed by Seller to Customer or End User, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" in connection with this Contract is confidential, solely for the use of performing this Contract and may not be disclosed or copied unless authorized in advance by Seller in writing. Upon Seller's request, Customer and End User shall promptly destroy or return all Documentation and other materials received from Seller. The foregoing does not apply to anything that is stored on routine back-up media solely for the purpose of disaster recovery subject to destruction in due course, provided that, employees are precluded from accessing such information in the ordinary course of business prior to destruction. Seller shall be entitled to seek injunctive relief for any violation of this Section. This Section does not apply to information that is: (i) in the public domain through no breach of this Contract or wrongful act on the part of Customer or End User; (ii) already known to Customer or End User at the time of disclosure; (iii) rightfully obtained by Customer or End User on a non-confidential basis from a third party; or (iv) disclosed with Seller's prior written approval.

b. Customer and End User agree not to disassemble, decompile, or otherwise reverse engineer the Goods or Software Product provided by Seller.

8840 Stanford Blvd # 2100
Columbia, MD 21045
(410) 290-1411
owlcyberdefense.com

6. WARRANTY.

a. Seller requires the purchase of a minimum of a one (1) year Hardware Warranty and Maintenance and Software Support and Maintenance contract commencing on the ship date of the Product ("Warranty Period"). During the Warranty Period, Seller will replace the Goods and Software media or any part thereof, which fails under normal use as a result of a defect in material or workmanship.

b. This warranty does not include damage to the Goods or Software media resulting from: accident; or misuse; improper installation or operation; or violation of this Contract; unauthorized or improper repair, replacement or alteration (including, but not limited to, repairs, replacements, or alterations made or performed by persons other than Seller's employees or authorized representatives); unreasonable use or abuse of the Goods or Software Product; or failure to follow written installation or operating instructions.

c. The Hardware Warranty and Maintenance and Software Support and Maintenance services are described in the TSP.

d. Seller disclaims all warranties with respect to any Third-Party Materials. Seller assigns to Customer all warranties for Third Party Materials to the extent they are assignable.

e. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW OR AS OTHERWISE PROVIDED HEREIN, SELLER, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND THEIR RESPECTIVE SELLERS AND RESELLERS, EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE GOODS AND SOFTWARE PRODUCT, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, THE SELLER PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE GOODS OR SOFTWARE PRODUCT WILL MEET THE END USER'S REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, HARDWARE, SYSTEMS, OR SERVICES, OPERATE UNINTERRUPTED OR ERROR-FREE, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS, BE FREE OF VULNERABILITY TO INTRUSION OR ATTACK, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED. SELLER SHALL HAVE NO LIABILITY FOR ANY CLAIMED NON-CONFORMANCE OF THE GOOD AND SOFTWARE PRODUCT UNDER ARTICLE 35(2) OF THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS, EVEN IF SUCH CONVENTION IS FOUND TO BE APPLICABLE TO THIS CONTRACT, THE SOFTWARE OR THE TRANSACTIONS HEREUNDER. SELLER ALSO STRICTLY DISCLAIMS ALL WARRANTIES WITH RESPECT TO ANY THIRD-PARTY MATERIALS. SELLER ASSIGNS TO END USER ALL WARRANTIES PROVIDED BY THE OWNERS OR SELLERS OF ANY THIRD-PARTY MATERIALS TO THE EXTENT THEY ARE ASSIGNABLE.

f. THE WARRANTIES IN THIS SECTION 6. ARE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED FOR THE GOODS AND SOFTWARE PRODUCT UNDER THIS CONTRACT.

8840 Stanford Blvd # 2100
Columbia, MD 21045
(410) 290-1411
owlcyberdefense.com

7. LIMITATION OF LIABILITY. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW:

a. IN NO EVENT WILL SELLER OR ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE SELLERS OR RESELLERS, BE LIABLE TO END USER OR ANY THIRD PARTY FOR ANY USE, INTERRUPTION, DELAY, OR INABILITY TO USE THE GOODS OR SOFTWARE PRODUCT; LOST REVENUES OR PROFITS; DELAYS, INTERRUPTION, OR LOSS OF SERVICES, BUSINESS, OR GOODWILL; LOSS OR CORRUPTION OF DATA; LOSS RESULTING FROM SYSTEM OR SYSTEM SERVICE FAILURE, MALFUNCTION, OR SHUTDOWN; FAILURE TO ACCURATELY TRANSFER, READ, OR TRANSMIT INFORMATION; FAILURE TO UPDATE OR PROVIDE CORRECT INFORMATION; SYSTEM INCOMPATIBILITY OR PROVISION OF INCORRECT COMPATIBILITY INFORMATION; OR BREACHES IN SYSTEM SECURITY; OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, WHETHER ARISING OUT OF OR IN CONNECTION WITH THIS CONTRACT, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT THE SELLER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

b. IN NO EVENT WILL SELLER'S, ITS AFFILIATES', AND THEIR RESPECTIVE SELLERS' AND RESELLERS', COLLECTIVE AGGREGATE LIABILITY UNDER OR IN CONNECTION WITH THIS CONTRACT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER ON BEHALF OF END USER TO THE SELLER FOR THE GOODS OR CONTRACT OF THE SOFTWARE IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT WHICH GAVE RISE TO THE CLAIM, OR $1,000, WHICHEVER IS LESSER. THIS LIMITATION OF LIABILITY FOR GOODS AND SOFTWARE IS CUMULATIVE AND NOT PER INCIDENT (I.E., THE EXISTENCE OF TWO OR MORE CLAIMS WILL NOT ENLARGE THIS LIMIT).

c. With respect to which such losses, expenses, or damages are claimed or, at the option of Seller, and as Customer's sole and exclusive remedy, either (i) Seller's repair or replacement of such product; or (ii) if such repair or replacement is not reasonably achievable as determined by Seller, Seller may allow Customer or End User (as applicable) to return such product to Seller for a pro rata refund of any prepaid fees paid by Customer for the unused portion of any applicable Software Maintenance Plan or Hardware Warranty Plan (as such terms are defined in the TSP) based on a percentage equal to the number of unused days remaining on such plan at the time of Seller's receipt of the returned product divided by the total number of days in the plan.

d. NEITHER CUSTOMER NOR END USER SHALL BE ENTITLED TO RECOVER ANY SUM IN RESPECT OF ANY CLAIM OR DAMAGES UNDER THE LICENSE TO THE EXTENT DOING SO WOULD INVOLVE RECOVERY OF MORE THAN ONCE IN RESPECT OF THE SAME LOSS.

e. THE LIMITATIONS SET FORTH IN SECTION 7 SHALL APPLY EVEN IF END USER'S REMEDIES UNDER THIS CONTRACT FAIL OF THEIR ESSENTIAL PURPOSE.

8840 Stanford Blvd # 2100
Columbia, MD 21045
(410) 290-1411
owlcyberdefense.com

8. INDEMNIFICATION

a. Customer shall indemnify and hold harmless Seller, its Affiliates, and their managers, officers, members, employees, and agents, from any loss, liability, damage, or expenses (including reasonable attorneys' fees) arising from the possession, use, or operation of the Goods or Software sold hereunder, by Customer, End User or their employees, contractors, representatives, or agents.

b. In the event that a suit or action for alleged intellectual property infringement arising from the sale or use of the Goods (to the extent that the Goods or Software Product is brought against Customer or End User, and to the extent such third party claim is not covered by Section 8.(c) below and does not relate to a breach of this Contract by Customer or End User, Owl Cyber Defense shall defend and indemnify Customer or End User for such dispute, provided that: (i) the claim of infringement is solely based on the sale or use of the Goods and Software Product; (ii) Customer or End User shall have given Owl Cyber Defense timely written notice of such infringement claim and upon Seller's request provide reasonable cooperation, information, and assistance in connection therewith; and (iii) Owl Cyber Defense shall have sole control and authority with respect to defense or settlement thereof. Should any Goods or Software Product become, or in Owl Cyber Defense's sole opinion be likely to become, the subject of such a claim, Owl may, at its sole option and discretion: (i) eliminate such infringement by procuring for Customer or End User the right to continue using any such Goods or Software Products; (ii), replace or modify any such Goods or Software Products so that they become non-infringing; or (iii) refund to Customer or End User the pro-rata purchase price paid for such Goods or Software Product. The purchase price upon which the pro-rata purchase price is calculated is defined as the price paid for the Goods or Software Product in the twelve (12) month period prior to such refund.

c. Notwithstanding the foregoing, Owl Cyber Defense shall have no liability or obligations to Customer or End User hereunder with respect to any intellectual property infringement or claim thereof based upon (i) use of the Goods or Software Product or any part thereof in combination with devices or products not purchased from Owl Cyber Defense where the use of the Goods or Software Products alone would not be infringing; (ii) use of the Goods or Software Products in a manner inconsistent with the Documentation or in an application or environment for which such Goods or Software Products were not designed or contemplated; (iii) modification of the Goods or Software Products; (iv) any claim of infringement of a patent based on use of Goods or Software Products purchased by Customer in which the Customer or End User or any of its Affiliates has an interest in or license to that patent; or (v) any claim of infringement made with respect to use of Goods or Software Products purchased hereunder after Owl Cyber Defense notifies Customer or End User of the possibility of infringement.

d. This Section 8 states the entire liability for either Party for Indemnification and no other terms shall apply regardless of whether such terms are part of an Order.

9. COMPLIANCE WITH LAWS: Customer agrees that all applicable import, export control and sanctions laws, regulations, orders and requirements, as they may be amended from time to time, including without limitation those of the United States, the European Union and the jurisdictions in which Seller, Customer, and End User are established or from or to which items may be supplied, and the requirements of any Contracts, authorizations, permits, general Agreements, or Contract exceptions relating thereto will apply to its receipt and use of the Goods and Software Product. In no event shall Customer or End User use, transfer, release,

export, or re-export any such Goods or Software in violation of such applicable laws, regulations, orders or requirements or the requirements of any Contracts, authorizations or Contract exceptions relating thereto. Customer and End User each also agree that it shall not engage in any activity that would expose the Seller to a risk of penalties under laws and regulations of any relevant jurisdiction prohibiting improper payments, including but not limited to bribes, to officials of any government or of any agency, instrumentality, or political subdivision thereof, to political parties or political party officials or candidates for public office, or to any employee of any customer or supplier. Customer agrees to comply with all appropriate legal, ethical, and compliance requirements.

10. HIGH-RISK ACTIVITIES PROHIBITION. GOODS, SOFTWARE, SUPPORT SERVICES AND/OR ANY MATERIALS PROVIDED UNDER THE CONTRACT ARE NOT DESIGNED OR INTENDED FOR USE IN ENVIRONMENTS REQUIRING FAULT TOLERANCE OR FAIL-SAFE PERFORMANCE, SUCH AS THE OPERATION WITHIN THE CONFINES OF A NUCLEAR REACTOR, MEDICAL SYSTEMS, AIR TRAFFIC CONTROL, OR DIRECT LIFE SUPPORT MACHINES, IN WHICH THE FAILURE OF SUCH GOODS, SOFTWARE, SUPPORT SERVICES AND/OR MATERIALS COULD LEAD TO DEATH, PERSONAL INJURY, OR SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE ("HIGH RISK ACTIVITIES"). ACCORDINGLY, END USERS' USE OF GOODS, SOFTWARE, SUPPORT SERVICES AND/OR ANY MATERIALS PROVIDED UNDER THE CONTRACT IN HIGH-RISK ACTIVITIES SHALL BE AT END USERS' SOLE RISK AND SELLER SHALL HAVE NO LIABILITY WHATSOEVER WITH RESPECT TO SUCH USE BY END USER.

11. MISCELLANEOUS:

a. GOVERNING LAW; FORUM: This Contract shall be governed by and construed in accordance with the internal laws of the Commonwealth of Virginia without giving effect to any choice or conflict of laws provision or rule that would cause the application of the laws of any jurisdiction other than the Commonwealth of Virginia. Any legal suit, action, or proceeding arising out of or relating to this Contract or the transactions contemplated hereby shall be instituted exclusively in the United States District Court for the Eastern District of Virginia or in the state courts located in Fairfax County, Virginia, and each Party (Seller, Customer, and any End User) irrevocably submits to the exclusive jurisdiction of such courts in any such legal suit, action, or proceeding. THE PARTIES HEREBY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN ANY SUIT, ACTION, OR PROCEEDING ARISING OUT OF OR RELATING TO THIS CONTRACT OR THE TRANSACTIONS DESCRIBED HEREIN. Notwithstanding the foregoing, Seller may bring an action for equitable relief in any court of competent jurisdiction. Customer expressly disclaims the applicability of, and waives any rights based upon, the Uniform Computer Information Transaction Act of any state or jurisdiction or the United Nations Convention on Contracts for the International Sale of Goods.

b. ATTORNEY'S FEES: Except as otherwise provided herein, neither Party shall be entitled to attorney's fees.

c. PRECEDENCE: Any inconsistencies, conflict, or ambiguity in this Contract and any other document shall be resolved by giving precedence in the following order: (i) first to any

8840 Stanford Blvd # 2100
Columbia, MD 21045
(410) 290-1411
owlcyberdefense.com

fully executed Addendum(s) to this Contract or an EULA; (ii) second to these terms and conditions, (iii) third the EULA; (iv) fourth to the Order, and (v) fifth to the TSP.

d. SEVERABILITY: If any provision of this Contract shall be deemed to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

e. ASSIGNMENT: This Contract is not assignable to any other party, except that either Seller or Customer (or End User if applicable) may assign it to any of its Affiliates or to any successor to all or substantially all of its business and assets who assumes in writing all of its obligations hereunder; in such event the assigning Party must give the other Party written notice within ten (10) workdays of the effective date of such assignment. Any such assignment shall not affect the obligations of the assignor or those responsible for its obligations. Any other assignment of this Contract by one Party hereto requires the express prior written consent of the other Party hereto, which shall not be unreasonably withheld. Upon any such authorized assignment, Customer shall mean such new assignee.

f. NOTICES: All notices, request, consents, claims, demands, waivers, and other communications hereunder shall be in writing in English and shall be deemed to have been given: (i) when delivered by hand (with written confirmation of receipt); (ii) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (iii) on the date sent by facsimile or email (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (iv) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Parties at the addresses set forth on the Order Form (or to such other address as may be designated by a Party from time to time. Copies of legal notices to Owl shall be sent to "legal@owlcyberdefense.com"

g. SOLE BENEFIT. Except with respect to those provisions referring to Seller's Affiliates, licensors, or resellers, this Contract is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer on any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Contract.

h. MODIFICATIONS. Except as provided herein, this Contract may only be amended, modified, or supplemented by an agreement in writing signed by each Party hereto pursuant to an Addendum to these terms. No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Contract, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Contract shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

i. TERMS CONSTRUCTION. For purposes of this Contract, (i) the words "include," "includes," and "including" shall be deemed to be followed by the words "without limitation"; (ii) the word "or" is not exclusive; and (iii) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to this Contract as a whole. Unless the context otherwise requires, references herein: (A) to Sections, Annexes, Schedules, and Exhibits refer to the Sections of, and Annexes, Schedules, and Exhibits attached to, this Contract; (B) to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof and (C) to a statute or

8840 Stanford Blvd # 2100
Columbia, MD 21045
(410) 290-1411
owlcyberdefense.com

regulation means such statute or regulation as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Contract shall be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted.

j. SURVIVAL: The rights and obligations of the Parties that by their sense and context are intended to survive termination shall so survive.

k. HEADINGS: The headings in this Contract are for reference only and do not affect the interpretation of this Contract.

l. The Parties acknowledge that the limitations of liability and disclaimers of warranties set forth in Article 7 and Article 6, respectively, reflect an agreed-upon allocation of risk between the Parties, form an essential basis of the bargain, and that Seller would not have entered into this Contract without these limitations.

m. ENTIRE AGREEMENT: This Contract and any Addendum(s), together with the Order (to the extent consistent with this Contract and accepted by Seller) and any EULA and/or TSP incorporated herein by reference, contain the complete and entire agreement between Seller on the one hand and Customer and any End User on the other hand, with respect to the matters contained herein and therein, and supersede any prior or contemporaneous agreements, commitments, proposals, or communications with respect to the transactions contemplated hereby and thereby.