

## MASTER LICENSE AND SERVICES AGREEMENT

**THIS MASTER LICENSE AND SERVICES AGREEMENT** (the “Agreement”) is by and between **United Solutions, LLC** (“**United Solutions**”) and Customer (the “**Customer**”) (individually a “**Party**” and collectively the “**Parties**”) This Agreement sets forth the terms and conditions under which United Solutions will license certain United Solutions commercial software products to Customer and perform related services all as set forth from time to time in Orders executed by the Parties. United Solutions and the Customer hereby agree as follows:

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1. Applicable Definitions. Capitalized terms in this Agreement have the following meanings unless otherwise defined in this Agreement or in the applicable Order.

a. “*Authorized Users*” means individuals who are authorized by Customer to use the Products and Service, in each case as set forth in the applicable Order.

b. “*Cloud*” means United Solutions’ platform for hosting Customer Data and applying Software to Customer Data all as described in an Order.

c. “*Customer Data*” means all electronic data and content that is provided, submitted or uploaded by or on behalf of Customer for transmission, storage, integration, import, analysis, distribution or use in or through the Products and Services.

d. “*Documentation*” means any user guides, specifications and other end user documentation for the Products and Services provided to Customer under the applicable Order, as may be updated by United Solutions from time to time.

e. “*Intellectual Property*” means patent, copyright, trademark, service mark, trade names, trade secrets or other intellectual property.

f. “*Products*” means the Software and Documentation provided to Customer under the applicable Order.

g. “*Services*” means professional, hosting, configuration, integration, training and other support and maintenance services provided by United Solutions in connection with license of the Products to Customer, in each case as described in the applicable Order, or as directed by or agreed to by Customer.

h. “*Software*” means United Solutions’ proprietary commercial software, models, and algorithms, and any helpers, extensions, plug-ins, and

add-ons, in any form, and the related Intellectual Property specified in the applicable Order provided in connection with this Agreement and the applicable Order and any Updates thereto and all Updates thereto.

i. “*Order*” means the Statement of Work (SOW), Statement of Objectives (SOO), or other separate written ordering document executed by both Parties that specifies the Products and Services to be provided by United Solutions to Customer under this Agreement, which may be amended by the Parties in one or more written Order amendments executed by both Parties.

j. “*Updates*” mean changes to the Software that United Solutions makes generally available to its customers from time to time in its sole discretion, including pursuant to maintenance and support services identified in this Agreement or an Order. Updates do not include modifications to platform capabilities, configurations or modules that are not expressly required to be provided by United Solutions to Customer in an Order or that United Solutions does not make generally available to its customers. At the request of United Solutions, Customer will promptly install or allow the installation of Updates to the licensed Software.

2. Orders; Licenses and Rights of Use.

a. *Orders.* Customer and United Solutions from time to time may enter into Orders that identify Products and Services to be provided by United Solutions pursuant to that Order. If United Solutions is providing Cloud hosting for the Products as specified in an Order, United Solutions will provide Customer with access to its Products on the Cloud during the term of such Order in accordance with the applicable Documentation and other terms and conditions specified in such Order and may provide Software for installation locally by Customer for access to the Cloud. United Solutions may utilize or make available third-party services and software to support the provision of Products and Services under any Order. Such third-party software or services shall be identified in the applicable Order, or as specified by

or agreed to by Customer and United Solutions shall not be responsible or liable for any such third-party software or services (including with respect to uptime guarantees, outages or failures).

b. *Support and Maintenance.* Subject to the payment of the applicable fees set forth in the Order as they become due, United Solutions shall use commercially reasonable efforts to provide Customer with Product support and Updates in accordance with and subject to United Solutions' standard support and maintenance terms and conditions ("**Support and Maintenance**") as described and for the period of time specified in the Order ("**Support and Maintenance Period**"). If Customer elects to renew Support and Maintenance, Customer must renew Support and Maintenance in full. If Customer fails to pay the required fees for such Support and Maintenance by the end of the then-current Support and Maintenance Period, Customer shall be deemed to have cancelled Support and Maintenance and United Solutions shall no longer provide Customer with Support and Maintenance. Customer may reinstate Support and Maintenance after a period in which it was cancelled, provided (i) United Solutions then offers Support and Maintenance, and (ii) in order to receive Updates which Customer had not received due to cancellation, Customer pays United Solutions the current Support and Maintenance fee and any Support and Maintenance fees that would have been payable during the period during which Support and Maintenance was cancelled. Customer also agrees to implement all Updates provided by United Solutions under this Agreement or an Order within a reasonable time after such Update is commercially released and made available to Customer. If the new Update release is necessary to resolve an existing problem with a Product, Customer agrees to implement such release as soon as reasonably possible. When United Solutions offers a new Update and Customer does not timely implement such Update, United Solutions shall have no warranty or other repair or replacement obligation with regard to any identified problem with the Products that would have been resolved by that Update.

c. *Limited License Grant.* With respect to the Products and Services United Solutions provides to Customer under an Order, United Solutions hereby grants to Customer a non-sublicensable, non-transferable, nonexclusive limited license, during the Term, to allow its Authorized Users to access and use the Products and Services in accordance with the Documentation and the terms of this Agreement and the applicable Order and any other technical specifications provided by United Solutions, and

solely for Customer's internal purposes (the "License"). If specified in the Order, the License shall be for the number of Authorized Users and for the purpose(s), configuration(s) and module(s) specified in such Order. The License shall not be reallocated, reassigned, or expanded by Customer for any purpose or for a use not authorized under this Agreement or under the applicable Order. Notwithstanding anything to the contrary in this Agreement or any Order, elements of the Products may be provided with notices, requirements and open source licenses from third parties and communities that govern Customer's use of those elements and Customer shall be responsible for compliance with those third-party requirements.

d. *Customer's Obligations.* Customer shall establish accounts for its Authorized Users who are authorized to access the Products and receive the Services (the "Accounts") on behalf of Customer. Customer shall be responsible for authorizing and protecting the Accounts from misuse or unauthorized access and Customer agrees to provide access to the Products only to Authorized Users, to require such Authorized Users to keep Account login information, including user names and passwords, strictly confidential and not provide such Account login information to any unauthorized parties, and to use prevailing industry standard security measures to protect Accounts (including, without limitation, using multi-factor authentication to access the Products). Customer is responsible for monitoring and controlling access to the Products and maintaining the confidentiality of Account login information. In the event that Customer or any Authorized User becomes aware that the security of any Account login information has been compromised, Customer shall immediately de-activate such Account or change the Account's login information as appropriate. Customer shall use, and require its Authorized Users to use, the Products and Services in accordance with terms of this Agreement and the applicable Order including all confidentiality obligations. Customer shall be responsible for any use of the Products or Services by its Authorized Users and for any breach of the foregoing obligations by any such Authorized Users. From time to time, United Solutions may require Customer to provide an accurate accounting of its Authorized Users and the number of server cores that Customer is using. Upon request Customer is also required to provide other usage and licensee information of Customer including records reasonably related to such use. Customer shall provide such information and records within ten (10) business days after its receipt of that request. If Customer has exceeded the number of licensees or Authorized Users

stipulated in the applicable Order, Customer shall promptly remit to United Solutions the applicable fees and charges for such excess licensees or Authorized Users. In addition, from time to time United Solutions may conduct audits to verify compliance by Customer of its obligations under this Agreement and any Order and Customer agrees to provide United Solutions in that audit with its records reasonably related to its use of the respective Products. All audits shall be conducted at United Solution's expense, unless the results of the audit establish the Customer has underpaid United Solutions by more than five percent (5%) of the amount actually due, in which case Customer shall bear the expense of the audit.

e. *Retirement of Releases.* United Solutions shall provide Support & Maintenance Services for Software versions from the date the version becomes generally available until such version is retired. Unless otherwise set forth in an executed written agreement between the parties to this Agreement, United Solutions shall retire prior commercial releases of the Software (i.e., discontinue Support & Maintenance) as follows: (i) six (6) months after the commercial GA Release of the subsequent Updates; (ii) no sooner than six (6) months after the commercial GA Release Update; (iii) no sooner than twelve (12) months after the commercial release of a new Major Upgrade. Notwithstanding the foregoing, United Solutions shall provide telephone support, during normal business hours, with respect to questions regarding the "how-to" use of a retired release of the Software for six (6) months following its retirement.

f. *Use of Products and Services.* Customer shall use the Products and Services in compliance with applicable law and shall not: (i) copy, sublicense, rent, sell, lease, distribute, transfer, export, pledge, assign, or otherwise transfer, or encumber any rights to the Products or Services or any of United Solutions' Intellectual Property, or any part thereof, or make them available to anyone other than its Authorized Users as permitted under this Agreement and the Order; (ii) use the Products or Services to input, upload, transmit, send or store infringing or unlawful material, software viruses, worms, time bombs, Trojan horses or other harmful or malicious code, files, scripts, agents or programs; (iii) attempt to gain unauthorized access to, or disrupt the integrity or performance of, the Products or Services or the data contained therein; (iv) list, display copy or reuse any code of any of the Products, reverse engineer, modify, copy or create derivative works based on the Products or Services or any portion thereof; (v) access the Products or Services for the purpose of building a

competitive product or service or copying its features or user interfaces, including designing, modifying or otherwise creating any software, models, algorithms., products, programs or infrastructure or material portion thereof that performs functions similar to the functions performed by the Software; (vi) delete, alter, add to or fail to reproduce in and on the Products and Documentation any trademarks, service marks, trade names, copyright or other notices which may be required by United Solutions at any time or (vii) or use the Products and Services as service bureau for third parties. In the event that Customer violates any of the foregoing obligations and United Solutions reasonably believes such breach may adversely impact the security, integrity, ownership or availability of its Products or Services to its customers, United Solutions may upon written notice to Customer immediately suspend the License and its provision of the Products or Services to Customer. United Solutions will use commercially reasonable efforts under the circumstances to provide Customer with notice and an opportunity to remedy such violation prior to such suspension. Notwithstanding the foregoing, if authorized under the applicable Order, Customer shall be permitted to develop software that interfaces with United Solutions' public APIs; provided that Customer shall not sell, license, transfer or syndicate such software interfaces.

g. *Ownership of Products and Services; Customer Data.* Except for the rights expressly granted to Customer under this Agreement, United Solutions owns all rights, titles, and interest in and to the Software, Services and Documentation, including all related Intellectual Property rights inherent therein. As between United Solutions and Customer, Customer owns its own Customer Data and, subject to the limited license granted to United Solutions herein, United Solutions acquires no right, title, or interest from Customer in or to any Customer Data. Customer shall be solely responsible for the accuracy, quality and legality of Customer Data and the means by which Customer acquired and uploaded or used such Customer Data and for its Authorized Users' use of such Customer Data. Customer hereby grants to United Solutions a royalty free, worldwide, limited-term license to host, copy, transmit and display Customer Data, as reasonably necessary for United Solutions to provide the Products and Services in accordance with this Agreement and the applicable Order. Customer hereby also grants to United Solutions a perpetual, royalty-free worldwide, non-exclusive, irrevocable, limited purpose license to use all Customer Data for the purpose of training and improving the functionality of its Software and Services, including the artificial intelligence functions

therein, provided that such data is used only internally and is not retransmitted or provided to third parties.

h. *Use of Feedback, Statistical Data, and Derivatives.* United Solutions shall have a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use or incorporate into the Products and Services any suggestions, ideas, enhancement requests, feedback, recommendations, or other information provided by Customer or its Authorized Users relating to the features, functionality or operation of the Products and Services (the “Feedback”). United Solutions shall have the right to collect, own, and use the statistical data derived from the Customer’s use of the Products and Services, including data regarding web applications utilized in connection with the Products and Services, configurations, log data, analytics, statistics, metrics, and other performance results for Products and Services (“Usage Data”) provided that such Usage Data is not personally identifiable. United Solutions shall have the right to own and use all derivatives arising from or relating to the data, including any training model.

i. *Fees and Taxes.* Customer shall pay United Solutions the fees and reimburse the out-of-pocket expenses it incurs in providing the Products and Services as set forth in the applicable Statement of Work. All such payments are due within 30 days of Customer’s receipt of the applicable invoice reflecting such fees and charges. If Customer fails to pay any amounts due under any invoice by such due date, in addition to any other rights or remedies it may have, (i) United Solutions reserves the right to suspend the provisions of the Products and Services upon thirty (30) days written notice, until such amounts are paid in full, and (ii) United Solutions will have the right to charge interest at a rate equal to the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law until Customer pays all such amounts due. United Solutions shall be reimbursed for its reasonable costs of collecting such delinquent fees and expenses, including reasonable attorney’s fees. Fees do not include any local, state, federal or foreign taxes, levies, duties or similar governmental assessments of any nature, including value-added, use or withholding taxes (collectively, “Taxes”) and Customer is responsible for paying all applicable Taxes (excluding taxes based on United’s net income or property) unless Customer provides United Solutions with a valid tax exemption certificate authorized by the appropriate taxing authority.

3. U.S. Government Customer(s). The Products and Services are “commercial items” as defined at 48

C.F.R. 2.101, consisting of commercial computer software, commercial computer software documentation, and commercial services. If Customer or its end user identified in an Order is a U.S. governmental entity (a “US Government Customer”), then Customer acknowledges and agrees that (i) use, duplication, reproduction, release, modification, disclosure, or transfer of the Products or any related Documentation of any kind, including, without limitation, technical data and manuals, will be subject to the terms and conditions of this Agreement, in accordance with Federal Acquisition Regulation 12.212 or Defense Federal Acquisition Regulation Supplement 227.7202-1 for military purposes, (ii) the Products and Documentation were developed exclusively at private expense, and (iii) all other use of the Products and Documentation except in accordance with the license or access grant provided above is strictly prohibited. For the avoidance of doubt, if Customer is a commercial entity and its end user is a U.S. Government Customer, Customer shall expressly identify the end user U.S. Government Customer in the Order. Notwithstanding anything to the contrary, these terms and conditions describing the U.S. Government Customer’s use and rights are in lieu of, and supersede, any conflicting provisions that address U.S. Government Customer rights in the Products, related documentation, and technical data that may be incorporated in any contract or subcontract under which the Products are accessed or licensed.

For Customers which are U.S. Government Customers or end user U.S. Government Customers identified in an Order, if applicable provisions or clauses of the Federal Acquisition Regulations or related applicable agency regulations (e.g. DFAR) (collectively “FAR Flow Down”) conflict with the terms and conditions of this Agreement or an Order, the applicable FAR Flow Down provisions shall apply and are incorporated herein by reference and shall control in the event of a conflict with the terms of this Agreement and any Order.

#### 4. Term and Termination.

a. *Term.* This Agreement shall commence on the Effective Date and continue until the greater of (1) expiration of twelve (12) months from the Effective Date or (2) all Orders have expired or have been terminated (“Term”). Upon expiration of the Term, unless otherwise provided in any Order, this Agreement will automatically renew for an additional one-year term (a “Renewal Term”), unless either party gives the other party notice of non-renewal at least thirty (30) days prior to the end of the then-current Term or Renewal Term. A U.S. Government

Customer may terminate this Agreement and any Order at any time in accordance with the FAR, if applicable.

b. *Termination for Breach.* Either party may terminate this Agreement and/or the applicable Order, if the other party materially breaches its obligations under this Agreement or any Order, and fails to cure such breach within thirty (30) days after the receipt by the breaching party of a written notice and reasonable description of such breach.

c. *Survival.* Upon termination of this Agreement or an Order for any reason, all rights and licenses granted to Customer under this Agreement or the applicable Order will immediately terminate and Customer will cease using the Products and Services (except as otherwise permitted under Section 5(d) below). Termination for any reason shall not relieve Customer of the obligation to pay all amounts due under all Orders as of the effective date of such termination and the non-breaching party shall retain any other rights or remedies it may have relating to a breach by the other party. Termination of this Agreement shall not terminate any provisions of the Agreement or any Order that by its terms or purpose are intended to survive such termination.

d. *Retrieval of Customer Data.* Upon request by Customer made prior to the effective date of termination of this Agreement, United Solutions will make available to Customer for a maximum of thirty (30) days following the end of the Term a download of a file of Customer Data, subject to any privacy or security requirements. After such 30-day period, United Solutions shall have no obligation to maintain or provide any Customer Data and shall thereafter, unless legally prohibited, be entitled to delete all Customer Data.

5. Relationship of Parties. The parties intend that an independent contractor relationship be created by this Agreement and neither party is an agent, partner, representative of the other party.

6. Confidentiality. To the extent allowed under applicable law (e.g. The Freedom of Information Act, 5 U.S.C. § 552), Customer shall treat as confidential all Confidential Information (as defined below) of United Solutions, and shall not use such Confidential Information except to exercise its rights and perform its obligations herein, and shall not disclose such Confidential Information to any third party other than disclosure on a need to know basis to its employees, agents, consultants, subcontractors, advisors and attorneys who are each subject to obligations of

confidentiality at least as restrictive as those stated herein. Without limiting the foregoing, Customer shall use at least the same degree of care as it uses to prevent the disclosure of its own confidential information of like importance, but in no event less than reasonable care. Customer shall promptly notify United Solutions of any actual or suspected misuse or unauthorized disclosure of United Solutions' Confidential Information. "**Confidential Information**" shall mean (i) Products and Services, (ii) Documentation, and (iii) any other business, technical, or engineering information provided by United Solutions to Customer, including third party information, disclosed by United Solutions to Customer, in any form and which by the nature would be understood by a reasonable person to be confidential and proprietary. Notwithstanding the foregoing, Confidential Information shall not include any information that (a) is or becomes part of the public domain through no act or omission of Customer in breach of this Agreement, (b) is known to Customer at the time of disclosure without an obligation to keep it confidential, (c) becomes rightfully disclosed to Customer from another source without restriction on disclosure or use, or (d) Customer can document by written evidence that such information is independently developed by Customer without the use of or any reference or access to Confidential Information, by persons who did not have access to the relevant Confidential Information. Customer is responsible for any breaches of this Section 6 by its employees, independent contractors, subcontractors, agents, or other persons to whom Confidential Information was disclosed. Customer's obligations with respect to United Solutions' Confidential Information survives termination of this Agreement for a period of five (5) years thereafter; *provided*, that Customer's obligations hereunder shall survive and continue in perpetuity after termination with respect to any Confidential Information that is deemed a trade secret under applicable law.

7. Infringement Indemnity and Replacement.

a. *United Solutions' Intellectual Property Infringement Indemnity.* Unless otherwise required by applicable law with respect to a U.S. Government Customer, United Solutions agrees at its expense to defend, indemnify and hold Customer harmless, for any amounts finally awarded against Customer to a third party by a court or arbitrator, or paid by Customer to a third party in a settlement approved in writing by United Solutions, that directly relates to and arose from the infringement by any Product or Services of a third party's Intellectual Property rights ("Infringement Claims"). United Solutions shall have the right to intervene and defend

any Infringement Claims at its own expense and any indemnification by United Solutions under this Section 7 shall be conditioned upon Customer providing United Solutions with prior written notice when it learns of the Infringement Claim and the exclusive right to control the defense and settlement of such Infringement Claim and Customer reasonably cooperates at its expense with such defense. Customer may participate in the defense of the claim at its sole expense and any settlement of the Infringement Claim made by United Solutions shall not require a payment, the performance of any obligation, or admission of liability by Customer.

b. *Modification and Replacement.* If United Solutions determines that there is a likelihood that Customer may be prevented from using any Products or Services as a result of an Infringement Claim(s), United Solutions shall at its expense and in addition to the obligations set forth in subsection (a) above, (i) modify the infringing Product or Service without impairing in any material respect its functionality or performance, so that it is non-infringing, (ii) procure for Customer the right to continue to use the Products and Services, (iii) replace the affected Product or Service with equally suitable and functionally equivalent, non-infringing software and/ services or (iv) terminate this Agreement or Order as to the infringing Products and Services and refund to Customer any prepaid, unused fees for such infringing Products and Services. Notwithstanding the foregoing, United Solutions will have no liability for any Infringement Claim of any kind to the extent that it results from: (1) modifications to the Products or Services made by a party other than United Solutions or where modified by United Solutions at Customer's direction, to the extent that the infringement would not have occurred but for such modification, (2) the combination of the Products and Services with other products, processes or technologies (where the infringement would not have occurred but for such combination), or (3) Customer's use of the Products and Services other than in accordance with the Documentation and this Agreement and the applicable Order, to the extent that the infringement would not have occurred but for such misuse. The indemnification obligations set forth in this Section 7 are United Solutions' sole and exclusive obligations with respect to Infringement Claims, and Customer's sole and exclusive remedies, with respect to any Infringement Claim.

8. Limitation of Liability and Warranty.

a. If Customer hosting is specified in the Order, United Solutions warrants for a period of

ninety (90) days from the date the initial Software was delivered by United Solutions that the Software will substantially conform to United Solutions' then current Documentation for such Software. This warranty covers only problems reported to United Solutions in writing (including a test case or procedure that recreates the failure and full documentation of the failure) during the warranty period. In the event of a material failure of the Software to perform substantially in accordance with the specifications during the foregoing warranty period ("**Defect**"), United Solutions shall use reasonable efforts to correct the Defect or provide a suitable work around as soon as reasonably practical after receipt of Customer's written notice as specified above. A Defect shall not include any defect or failure attributable to improper installation, operation, misuse or abuse of the Software or any modification thereof by any person other than United Solutions. If United Solutions has not remedied the Defect within thirty (30) days of its receipt of Customer's written notice, Customer may give United Solutions written notice of termination of this Agreement, unless United Solutions is able to remedy the Defect prior to the effective date of termination. In the event of the termination of this Agreement pursuant to Customer's exercise of its right under this Section 8 a as a result of a Defect in the Product(s), Customer shall be entitled to receive from United Solutions, as its sole and exclusive remedy, a refund of amounts Customer previously paid to United Solutions hereunder for that specific defective Product .

b. ALL SALES OF PRODUCTS AND SERVICES ARE FINAL. NO PURCHASES OF PRODUCTS ARE REFUNDABLE, EXCHANGEABLE, OR OFFSETTABLE. EXCEPT AS MAY BE EXPRESSLY SET FORTH IN THIS AGREEMENT OR THE APPLICABLE ORDER. THE PRODUCTS AND SERVICES ARE PROVIDED "AS IS" WITHOUT ANY OTHER WARRANTIES OF ANY KIND AND UNITED SOLUTIONS AND ITS SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES, BOTH EXPRESS AND IMPLIED, ORAL OR WRITTEN, RELATING TO THE PRODUCTS AND ANY SERVICES PROVIDED HEREUNDER OR THE SUBJECT MATTER OF THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, TITLE, OR FITNESS FOR A PURPOSE. WITHOUT LIMITING THE FOREGOING LIMITATION, UNITED SOLUTIONS DOES NOT WARRANT THAT THE PRODUCTS, DOCUMENTATION, OR SERVICES WILL MEET CUSTOMER REQUIREMENTS OR THAT OPERATION OF

THE PRODUCTS WILL BE UNINTERRUPTED OR ERROR FREE. CUSTOMER ACKNOWLEDGES THAT UNITED SOLUTIONS DOES NOT CONTROL THE TRANSFER OF DATA, INFORMATION, OR CONTENT OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET OR THIRD-PARTY SERVICES, AND THAT THE PRODUCTS MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. UNITED SOLUTIONS IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

c. EXCEPT WITH RESPECT TO ANY AMOUNTS AWARDED TO THIRD PARTIES AS REFERENCED IN SECTION 7 ABOVE, THE LIABILITY OF UNITED SOLUTIONS, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, IN CONNECTION WITH ANY OF THE PRODUCTS OR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT AND ANY ORDER, SHALL IN NO EVENT EXCEED THE AMOUNT PAID BY CUSTOMER FOR THE PRODUCTS AND SERVICES GIVING RISE TO THE LIABILITY IN THE TWELVE-MONTH PERIOD PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE. UNITED SOLUTIONS SHALL NOT BE LIABLE FOR (A) ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR OTHER ECONOMIC LOSS ARISING UNDER THIS AGREEMENT, (B) FOR ERROR OR INTERRUPTION OF USE, LOSS OR INACCURACY OR CORRUPTION OF DATA, (C) FOR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES, RIGHTS, OR TECHNOLOGY, OR (D) FOR ANY LOST PROFITS OR REVENUES. THIS LIMITATION OF LIABILITY WILL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT, INCLUDING NEGLIGENCE AND INDEPENDENT OF ANY FAILURE OF ESSENTIAL PURPOSE OF THE REMEDIES PROVIDED HEREUNDER, AND SHALL APPLY WHETHER OR NOT CUSTOMER HAS BEEN APPRISED OF THE POSSIBILITY OF SUCH DAMAGES.

d. Customer represents, warrants and covenants to United Solutions that (i) it will not transmit, store, integrate, import, display, distribute,

use or otherwise make available any Customer Content that is, or is obtained in a manner that is, unauthorized, improper or illegal; (ii) no Customer Content infringes upon or violates any other party's Intellectual Property Rights, privacy, publicity or other proprietary rights; (iii) this Agreement imposes no obligations, by contract or local, state, federal, international law, regulation or ordinance, with respect to Customer Content, unless explicitly mutually agreed upon in writing; and (iv) Customer has provided all necessary notifications and obtained all necessary consents, authorizations, approvals and/or agreements as required by any applicable laws or policies in order to enable United Solutions to receive and process Customer Content, including personal data, according to the scope, purpose, and instructions specified by Customer. Customer acknowledges that all Customer Content that Customer transmits, stores, integrates, imports, displays, distributes, uses, or otherwise makes available through use of the Products and the conclusions drawn therefrom are done at Customer's own risk and Customer will be solely liable and responsible for any damage or losses to any party resulting therefrom.

9. Assignment. This Agreement may not be assigned or transferred by Customer without the prior written consent of United Solutions, which consent shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, either party (in this paragraph, the "Assignor") may assign its rights and obligations under this Agreement and all Orders (an "Assignment") to an entity (the "Assignee"), without the other party's permission, in connection with any merger, restructuring, consolidation, sale of all or substantially all of such assigning party's assets, or any other similar transaction; provided, that the Assignee: (i) provides at least 30 days prior written notice of such assignment; and (ii) agrees to be bound by the terms and conditions of this Agreement.

10. Export Compliance. Customer will not access or use the Products of Services in any manner that would violate any U.S. or international embargo, export control law, or prohibition. Unless expressly specified in writing by United Solutions, the Products and Services are subject to U.S. trade controls and sanctions and may only be further exported or transferred in accordance with the applicable export and trade laws of the United States.

11. Miscellaneous Provisions.

a. Any amendments to this Agreement or any Order must be in writing and agreed to by both parties.

b. No delay or omission by either party in exercising any right or remedy hereunder available to that party shall operate as a waiver of such right or remedy or any other right or remedy. A waiver on one occasion shall not be construed as a bar to, or waiver of, any right or remedy on any future occasion.

c. If any provisions of this Agreement shall be for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision hereof, but this Agreement shall be construed as if such invalid or unenforceable provision had never been contained herein.

d. Each party will be excused from the performance of its obligations under this Agreement, except for any payment obligations accruing prior to the event, for any period to the extent that it is prevented from performing, in whole or in part, as a result of delays caused by the other party or any act of God, natural disaster, war, civil disturbance, terrorism, court order or other events beyond the reasonable control of a party, except where such delay was caused by the act or omission of the non-performing party. Such non-performance will not be a default or a ground for termination as long as reasonable means are taken by the non-performing party to expeditiously remedy the problem causing such non-performance.

e. This Agreement and all rights and duties hereunder, including but not limited to all matters of construction, validity and performance, shall be governed by the laws of Maryland. In any action to enforce this Agreement the prevailing party will be entitled to reimbursement of its reasonable costs and attorneys' fees.

f. Except for matters which would result in irreparable harm to a party without injunctive relief or cases where the Customer is a U.S. Government Customer, the Parties agree all disputes arising out of or in connection to this Agreement will be resolved under through binding arbitration under the Rules of the American Arbitration Association ("AAA"). The arbitration shall be conducted in English in Montgomery County, Maryland. The arbitrator's decision will be final and binding and may be enforced in a court. Each party waives its right to trial by jury or a court and agrees that such arbitration/mediation shall be the exclusive methods of resolving disagreements with respect to this Agreement.

g. Unless this Agreement expressly states that a remedy is exclusive, no remedy is intended to be exclusive.

h. The Parties acknowledge and agree that they have mutually negotiated the terms and conditions of this Agreement and that any provision contained herein with respect to which an issue of interpretation or construction arises shall not be construed to the detriment of the drafter on the basis that such party or its professional advisor was the drafter, but shall be construed according to the intent of the parties as evidenced by the entire Agreement.

i. The paragraph headings in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

j. This Agreement, any Order and any mutually-executed amendments or attachments thereto shall constitute the entire agreement between the Parties regarding the subject matter hereof and any prior understanding or representation of any kind regarding the subject matter hereof preceding the date of this Agreement shall not be binding upon either Party except to the extent incorporated into this Agreement or an Order.