

DRTConfidence SUBSCRIPTION TERMS AND CONDITIONS

These DRTConfidence Subscription Terms and Conditions constitute a binding agreement by and between DRT Strategies, Inc. ("DRT"), and the customer ("Customer") signing up via any order form, purchase order or other similar document mutually agreed by the parties (e.g., when signed if a physical document, or when entered into online via a DRT controlled website or app online) (collectively, each, an "Order Form"), and is effective as of the date on the initial Order Form between the parties (the "Effective Date"). These DRTConfidence Subscription Terms and Conditions together with any Order Form(s), are collectively, referred to as the "Agreement".

WHEREAS, DRT develops and provides access to the hosted software application subscription service(s) as described on the applicable Order Form and as further described more fully herein (collectively, the "Service"); and

WHEREAS, Customer would like to subscribe to and access the Service;

NOW THEREFORE, in consideration of the foregoing premises and the mutual undertakings of the parties set forth herein, and intending to be legally bound hereby, the parties do hereby agree as follows:

1. Services.

1.1. Service Subscription. Subject to the terms and conditions of this Agreement, DRT hereby grants to Customer a limited, nonexclusive, non-transferable subscription to access and use the Service during the Term, solely by the number of authorized users as set forth on the applicable Order Form, and solely for internal and non-commercial purposes. Customer shall comply with all official documentation, technical manuals, functional manuals, operator and user guides and manuals (collectively, the "Documentation").

1.2. Consulting Services. If and as mutually agreed by the parties on any Order Form or in a subsequent written and executed Statement of Work ("SOW") to be attached hereto and made a part hereof, DRT may also provide certain consulting services or other similar professional services ("Consulting Services") in addition to the subscription Service. Consulting Services may include, without limitation, installation services, OSCAL conversion services, and/or training. Unless otherwise mutually agreed in the applicable SOW or Order Form, all Consulting Services will be paid for and performed on a time and materials basis, at DRT's standard hourly rates. Customer shall reimburse DRT for actual and reasonable travel and travel-related expenses incurred by DRT in connection with the Services or any Consulting Services provided hereunder.

2. Proprietary Rights.

2.1. Customer Data. DRT acknowledges and agrees that Customer shall own all title to and ownership of the Customer Data (defined below) and that DRT shall have no rights thereto except the limited right to use the same on an 'as needed' basis in connection with DRT's performance hereunder and as otherwise expressly permitted herein. As used herein, "Customer Data" shall mean any proprietary raw data owned by Customer independent of this Agreement, which Customer may input into the Service. Customer Data expressly excludes any data to the extent processed by, or resulting as an output of, the Service, which shall be considered DRT Data (defined below). If and to the extent necessary for operation of the Service by Customer, Customer hereby grants to DRT a limited, non-exclusive license, during the Term, to use the Customer Data within the Service in order to perform its obligations herein.

2.2. DRT Technology. Customer acknowledges and agrees that, subject only to the limited rights expressly granted to Customer under Section 1, DRT owns and shall at all times retain all rights in and to the Services, including without limitation, all trade secret, copyright, patent, trademark, trade name, and other intellectual and proprietary rights in the Service, software and the Documentation, and all DRT Data (defined below), and in the technology embodied in or reflected by the foregoing (in each case including any extensions, derivatives, translations, reformulations or developments of the foregoing) (collectively, "DRT Technology"). Subject only to Section 2.1 above, DRT shall own all rights to (i) any data input into the Services by or on behalf of DRT, and (ii) any aggregated and anonymized data extracted or derived from the Service, including all aggregated and anonymized usage data, statistical data, transactional data, metadata, market data and other aggregated and anonymized data collected from user data and files (collectively, "DRT Data"). Without limiting the generality of the foregoing, DRT reserves the right to create and market public indexes, analysis or insights created from such data. Nothing contained in this Agreement or in the parties' performance or failure to perform hereunder, or in any Services provided by DRT, shall be construed as granting or conferring to Customer, by implication, estoppel, or otherwise, any such rights in or to any DRT Technology.

3. Fees; Payment Terms. Customer shall pay to DRT in immediately available US dollars, the applicable subscription and other fees in the amounts and timing as specified in any Order Form (the "Fees"). If no payment schedule is specified in the applicable Order Form, then all amounts are due and payable upon Customer's execution of this Agreement. The Fees, and any fees for any additional services, equipment

or subscription extensions which may be purchased hereunder, are exclusive of all applicable taxes, duties or other governmental assessments, which are the responsibility of Customer. Unless otherwise stated in this Agreement, invoices will be stated in United States dollars and shall be due and payable within 30 days following invoice date unless otherwise specified herein or agreed upon in writing by the parties. Late payments shall be subject to a service charge equal to the lesser of, 1.5% per month or the maximum amount allowed by law, with respect to the overdue amount. DRT may not raise the Fees during the Initial Term unless otherwise mutually agreed (or if the Customer elects to subscribe to additional Services or purchase additional equipment or consulting), but does reserve the right to increase the Fees at the end of the Initial Term or during any Renewal Term, by delivering written notice to Customer. During any free trial period, if any, Customer will still be responsible for any purchases and surcharges incurred using Customer's account.

4. Term; Termination. The initial term length shall be as specified the initial Order Form; provided that if no initial term length is specified in any Order Form then the initial term shall be one year (the "Initial Term"). After such initial term, this Agreement shall automatically be renewed for successive one-year renewal terms (each, a "Renewal Term" and together with the Initial Term, the "Term"), unless either party opts out by giving written notice to the other party at least 30 days prior to the end of the then current term. Either party may terminate this Agreement (a) upon 30 days prior written notice if the other party has materially breached this Agreement and has not cured the same within the 30 day notice period, or (b) immediately upon written notice in the event of the filing of a petition for bankruptcy or reorganization by or against the other party or the dissolution or liquidation of the other party. Upon any termination of this Agreement, (a) Customer shall promptly: (i) discontinue all use of the Service and Documentation; (ii) erase or destroy any electronic copies or partial copies of the Documentation, and return to DRT or destroy any tangible copies or partial copies of the Documentation, in its possession or control; and (iii) certify in writing to DRT that Customer has complied with these requirements; (c) DRT shall disengage Customer's access to the Service, and (d) both parties shall promptly return to the other or destroy the other party's Confidential Information. Any payment obligations of Customer, provisions providing for limitations on liability, and those terms which by their nature were intended to survive any termination of this Agreement shall so survive including Section 2 and Sections 5 - 10.

5. Warranty. DRT warrants to Customer that, during the Term, the Service shall operate in substantial conformity with the Documentation, and that the Consulting Services, if any, will be performed in a professional and workmanlike manner. The foregoing warranty shall not apply if the non-conformance is not replicable or results from third party systems or components used by Customer to access the Service, including any lack of interoperability with such third-party systems or components. DRT does not warrant that operation of or access to the Service will be uninterrupted or error-free. DRT's sole liability and Customer's sole and exclusive remedy for any breach of the limited warranty set forth above shall be, in DRT's sole discretion, to (i) use commercially reasonable efforts to provide an error-correction or work-around for the reported non-conformity, or (ii) terminate this Agreement and refund to Customer the that portion of any prepaid Fee associated with any unused balance of the Term. DRT shall have no obligation with respect to a warranty claim unless notified of such claim promptly and within the Term. Customer is solely responsible for maintaining its own connectivity and connection to the Service via any necessary hardware, software, telecommunications and internet connections, at its own cost and expense, and DRT is not responsible for any interruptions thereto, and Customer expressly agrees that DRT shall not be liable in any manner for any interruption in or failure of access to the Service, nor shall any such interruption or failure of access be deemed a breach of the terms of this Agreement. If and to the extent the Service includes, integrates or links to any third-party content, data or software ("Third Party Content"), Customer acknowledges and agrees that (a) DRT is not responsible for any Third Party Content and it is provided as is; and (b) any Third Party Content may be subject to additional terms and conditions (including applicable terms of use, privacy policies, end user terms, etc., for which Customer shall be responsible for agreeing to and complying with. Without limiting the generality of the foregoing, DRT is not responsible for end user error, errors in inputs or for errors in any Customer Data; DRT does not independently verify the truthfulness or accuracy of any data or content input into the Service and is not responsible for the fraud, misrepresentation, negligence or misconduct of any end user or other third party. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by us or by third-party providers, or because of other causes beyond our reasonable control. We do not warrant that the Services will be uninterrupted or error free; nor do we make any warranty as to the results that may be obtained from use of the Services. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 5, THE SERVICE IS PROVIDED "AS IS". DRT EXPRESSLY DISCLAIMS ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR WARRANTIES IMPLIED BY USAGE OF TRADE OR CUSTOM OF DEALING AND DOES NOT REPRESENT OR WARRANT THAT: (A) THE USE OF THE SERVICES WILL BE SECURE, TIMELY, UNINTERRUPTED, ERROR-FREE OR VIRUS FREE, OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA; (B) THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS OR EXPECTATIONS.

6. Third Party Claim Defense and Indemnification.

6.1 Intellectual Property Infringement. DRT shall (a) indemnify and hold harmless Customer from any costs, expenses, claims, liabilities, judgments, damages or losses, in each case arising out of any third-party claim that the Service infringes a United States patent, copyright, trademark, or other US intellectual property right of such third party, and (b) pay directly or indemnify Customer with respect to any judgment or settlement amount awarded in connection with such claim. The foregoing obligations are contingent upon Customer providing DRT with: (i) prompt notice of such claim (and in any event notice in sufficient time for DRT to respond without prejudice); (ii) the exclusive right to control, direct, and perform the investigation, defense, or settlement of such claim; and (iii) such assistance as may be reasonably requested by DRT

at DRT's expense. If Customer's use of the Service is, or in DRT's opinion is likely to be, enjoined, or if required by settlement, or if commercially advisable, DRT may: (x) substitute for the infringing element of the Service functionally similar software; (y) procure for Customer the right to continue using the Service; or, (z) terminate this Agreement and refund to Customer that portion of any prepaid Service Fee associated with any unused portion of the Term. The foregoing defense and indemnification obligations of DRT shall not apply to the extent the alleged infringement arises out of the alteration or modification of the Services, use or combination of the Service with other non- DRT products, services, hardware, software or processes, or any unauthorized use of the Service. In addition, DRT's obligations and liabilities under this Section shall be governed by the limitations on liability set forth in Section 8 below and shall be capped at and included within any calculation of direct damages under that Section. THIS SECTION 6 SETS FORTH DRT'S SOLE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIM OF INTELLECTUAL PROPERTY INFRINGEMENT BY THE SERVICE, OR ANY CONSULTING SERVICES.

6.2 Customer Indemnification Obligations. Customer shall indemnify and hold DRT harmless from any costs, expenses, claims, liabilities, judgments, damages or losses, in each case arising out of (i) any breach by Customer of this Agreement, including any representation, warranty or obligation herein; (ii) the Customer Data or any other content, data or other materials input into the Service, or otherwise provided, by or on behalf of Customer; (iii) any actual or alleged non-compliance by Customer with applicable laws and regulations; (iv) Customer's actual or alleged violation of third party privacy rights, including without limitation any breach of the scope of the subscription rights granted herein; or (v) Customer's violation of DRT's intellectual property rights, including without limitation any violation of Sections 2 or 9.1.

7. Limitation of Damages. EXCEPT FOR THE EXPRESS INDEMNIFICATION OBLIGATIONS HEREIN, AND EXCEPT FOR BREACHES OF SECTIONS 2, 8, 9 OR 10.11 HEREOF, (A) IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY, BASED ON ANY THEORY OF LAW, EQUITY, TORT, CONTRACT OR OTHERWISE, FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF USE, LOSS OF DATA, OR COSTS OF COVER, IN CONNECTION WITH THIS AGREEMENT, EVEN IF SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE; AND (B) EACH PARTY'S TOTAL LIABILITY UNDER THIS AGREEMENT OF ANY KIND, WITH ALL CLAIMS, DAMAGES AND LIABILITIES AGGREGATED, AND BASED ON ANY THEORY OF LAW, EQUITY, TORT, CONTRACT OR OTHERWISE, SHALL NOT EXCEED THE TOTAL AMOUNT OF THE SERVICE AND FEES PAID BY CUSTOMER DURING THE TERM (IN ADDITION TO ANY FEES PAID BY CUSTOMER). ANY CLAIM BY CUSTOMER SHALL BE BROUGHT WITHIN 12 MONTHS FOLLOWING THE EVENT GIVING RISE TO THE SAME. ALTHOUGH INFORMATION THAT USERS SUBMIT MAY BE PASSWORD PROTECTED, DRT DOES NOT GUARANTEE THE SECURITY OF ANY INFORMATION TRANSMITTED TO OR FROM THE SERVICE AND CUSTOMER AGREES TO ASSUME THE SECURITY RISK FOR ANY INFORMATION, DATA OR CONTENT IT PROVIDES THROUGH THE SERVICE. CUSTOMER IS RESPONSIBLE FOR ALL USE OF THE SERVICES AND BY ALL END USERS, INCLUDING, WITHOUT LIMITATION, AS APPLICABLE, ANY EMPLOYEES, AGENTS AND CUSTOMERS. CUSTOMER IS RESPONSIBLE FOR COMMUNICATING THE TERMS AND LIMITATIONS IN THIS AGREEMENT TO ANY AND ALL SUCH END USERS, INCLUDING WITHOUT LIMITATION, ANY WARRANTY LIMITATIONS AND ANY LIMITS ON DRT'S LIABILITY. Customer may use the Services for informational purposes only, as an aid, but only as one information source among many, and not as the sole basis for making any decisions; Customer must use proper due diligence and use its own business judgment when making any decisions based on any information, analytics or reports derived from the Services.

8. Confidentiality.

8.1. Confidential Information. Each party acknowledges that by reason of the relationship created between the parties by this Agreement, it may have access to certain non-public information of substantial value concerning the other party's business, operations, strategic plans, customers, suppliers, technology, competition and employees ("Confidential Information"), which value would be impaired if such Confidential Information were disclosed to third parties or used other than for purposes expressly authorized hereunder. Without limiting the foregoing, but for avoidance of doubt, the terms of this Agreement, and any performance, warranty and like information relating to the Service (by whomsoever generated or communicated) will be considered Confidential Information of DRT. Accordingly, each party agrees (a) to maintain all Confidential Information received from the other, in whatever form disclosed, in strict confidence, (b) not to disclose or otherwise make available such Confidential Information to any third party without the prior written consent of the disclosing party, and (c) not to use the Confidential Information of the other party except as required in the performance of its obligations or the exercise of its rights hereunder. The foregoing obligations shall not apply to Confidential Information of a disclosing party that, as can be reasonably demonstrated with admissible evidence by the receiving party: (i) is or becomes a matter of public knowledge though no action or omission of the receiving party; (ii) was rightfully in the receiving party's possession without restrictions on use or disclosure prior to its disclosure by the disclosing party; (iii) is rightfully obtained by the receiving party without an obligation of confidentiality from a third party who has no obligation of confidentiality, direct or indirect, to the disclosing party; (iv) is independently developed by the receiving party without reference to the disclosing party's Confidential Information; or (v) is required to be disclosed by a court or other authorized tribunal, and then only to the extent of such requirement and only after given prompt notice of the requirement to the disclosing party.

8.2. Return of Confidential Information. Upon the written request of the disclosing party (subject to each party's rights, during the Term, to retain the other's Confidential Information solely for purposes of performing its obligations and exercising its rights hereunder) or upon any

termination of this Agreement, the receiving party shall (a) immediately return to the disclosing party or destroy all copies and partial copies of the Confidential Information, whether maintained in tangible, electronic or other form (including permanently erasing any portions thereof from computers and systems) and (b) provide the disclosing party with written certification of its compliance with the terms of this Section.

8.3. Remedies. Each party acknowledges that any breach of any of its obligations with respect to the other party's Confidential Information may cause or threaten irreparable harm to such party. Accordingly, each party agrees that in such event, the aggrieved party shall be entitled to seek equitable relief in any court of competent jurisdiction without the necessity of posting bond and in addition to such other remedies as may be available to the aggrieved party under law or in equity.

9. Subscription Restrictions.

9.1 General Restrictions. Customer shall not, and shall not attempt to (and shall not authorize or allow any third party to or attempt to): (a) download or otherwise obtain a copy of the Service software or any software in any form; (b) reverse engineer or otherwise derive the source code of the Service or software or otherwise modify, reverse compile, disassemble, or translate the Service, or software or create any derivative works thereof; or (c) use the Service on behalf of any third party or for any purpose other than as described in this Agreement; (d) sell, lease, license, sublicense, distribute or otherwise transfer in whole or in part the Service or use it as a service bureau; (e) post, send, process or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortuous material, including material violating of third party rights; (f) post, send, process or store material containing software viruses, worms, Trojan horses or other harmful or malicious computer code, files, scripts, agents or programs; (g) interfere with or disrupt the integrity or performance of the Service or attempt to gain unauthorized access to the Service or related systems or networks; (h) remove, alter or obscure any titles, product logo or brand name, trademarks, copyright notices, proprietary notices or other indications of the IP Rights and/or DRT's rights and ownership thereof, whether such notice or indications are affixed on, contained in or otherwise connected to the software or on any copies made in accordance with this Agreement; (i) remove, alter or obscure any titles, product logo or brand name, trademarks, copyright notices, proprietary notices or other indications of the intellectual property rights and/or DRT's rights and ownership thereof, whether such notice or indications are affixed on, contained in or otherwise connected to the Service, or Documentation, or on any copies made in accordance with this Agreement; (j) use, or authorize or permit the use of, the Service except as expressly permitted herein; (k) use the Service to perform any activity which is or may be, directly or indirectly, unlawful, harmful, threatening, abusive, harassing, tortuous, or defamatory, nor to perform any activity which breaches the rights of any third party. The Service may be used only by Customer (i) for its internal business purposes and only for the direct benefit of Customer; (ii) only by the number of persons for whom a subscription fee has been paid, and all such use may only be by those persons using the Service for the benefit of Customer in the course and scope of their employment, subject to the terms hereof; (iii) only in its original form without alteration or combination with other products, services or software except as expressly authorized in any applicable Documentation; and (iv) in compliance with all applicable laws, rules, regulations and industry standards, and in compliance with all Documentation and instructions provided by DRT. In order to access some features of the Service, Customer may have to register or create an account. Customer may never use another's account without permission. Customer is solely responsible for the activity that occurs on its account, for keeping its account password secure, and for notifying DRT immediately of any breach of security or unauthorized use of its account. Customer agrees not to circumvent, disable or otherwise interfere with security-related features of the Service, or features that prevent or restrict use or copying of any content or enforce limitations on use of the Service, or the content therein. To the extent the Service allows uploading or posting of content or data, Customer will ensure that any content or data posted by or on behalf of Customer is not inappropriate, illegal, or in violation of any third party rights.

9.3 Third Party Services and APIs. The Services may integrate and/or interact with third party services, such as via APIs or browser extensions. For example, the Services may leverage APIs from third parties, and/or rely on third party browser extensions, and DRT has no affiliation, association, endorsement, or sponsorship by any other third party services with which it integrates or interacts from time to time (collectively, "Third Party Services"). DRT makes no claim, representation or warranty of any kind, type or nature concerning any Third Party Services, nor Customer's or any end user's use of or compliance with any third party terms of service for any such Third Party Services (collectively, "Third Party Terms"). It shall be Customer's and end users' sole responsibility to analyze and interpret any applicable Third Party Terms and comply therewith. Each such user is solely responsible for their interpretation of Third Party Terms and their actions relevant to compliance thereof. By using the Services, Customer hereby releases DRT and waives any and all claims or claim rights that it may have against DRT, and releases and indemnifies DRT against any claims that any third party may have against Customer or end users, including with respect to use of any Third Party Services, including if accessed or used via our Services, and with respect to Third Party Terms, applicable privacy policies or any other rules or regulations of such third parties. DRT is not responsible for any failure or inability to integrate with such Third Party Services due to factors outside DRT's control, such as, without limitation, if any Third Party Service changes, blocks, or even eliminates their applicable APIs.

9.4 Internet Access and Equipment. Customer is responsible for maintaining its own access to the internet, and for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like, and for maintaining the security thereof.

10. General.

10.1. Notices. All notices required or permitted under this Agreement shall be in writing and shall be sent by hand, overnight courier or by facsimile (in each case with confirmation of receipt). Notices shall be deemed delivered on the date of delivery, if delivery occurs within normal business hours or on the next business day if delivery occurs outside of normal business hours. All communications will be sent to the respective addresses first set forth above or to such other address as may be designated by a party by giving written notice to the other party pursuant to this Section.

10.2. Assignment. Neither party may assign nor otherwise transfer, including by operation of law, all or any portion of its rights or obligations under this Agreement without prior written consent of the other party, which consent will not be unreasonably conditioned, withheld or delayed, except that either party may assign this Agreement without consent to: (a) any Affiliate of such party; (b) an entity which acquires all or substantially all of the assets of such party; and (c) a successor in a merger or acquisition. As used herein, "Affiliate" means an entity controlling, controlled by, or under common control of, another entity, whether directly or indirectly, where control means legal, beneficial or equitable ownership, directly or indirectly, of more than fifty percent (50%) of the outstanding voting capital stock (or other ownership interest, if not a corporation) of such entity or actual managerial or operational control over such entity. Subject to the previous sentence, the rights and liabilities of the parties hereto will bind and inure to the benefit of their respective successors and assignees. The Services shall at all times be hosted by or on behalf of DRT on a server environment of its choosing. DRT reserves the right to change the server environment from time to time as it may deem fit, or outsource hosting or other aspects of the Service in its sole discretion, so long as the Service continues to comply with the express requirements of this Agreement.

10.3. Publicity. Customer expressly grants DRT the right to include Customer in a list of customers on DRT's website or other promotional material in relation to the Services for marketing purposes. Customer can deny DRT this right at any time by submitting a written notice, requesting to be excluded from promotional material.

10.4. Waiver. A waiver shall only be deemed to have been made if expressed in writing by the party granting such waiver and shall not be construed as a waiver of future performance of any such term.

10.5. Force Majeure. Neither party will be liable for any failure or delay in its performance under this Agreement (or the performance of or access to the Service), other than payment obligations, due to causes that are beyond its reasonable control, including, but not limited to, an act of God, act of civil or military authority, fire, epidemic, flood, earthquake, riot, war, terrorism, sabotage, and governmental action. The delayed party shall: (i) give the other party written notice of such cause promptly; and (ii) use its reasonable efforts to correct such failure or delay.

10.6. Entire Agreement; Construction. This Agreement and its Exhibits and Schedules, constitute the entire understanding between the parties, and supersede all prior discussions, representations, understandings, or agreements (including any pre-existing nondisclosure agreement, except as to its surviving terms and with respect to information disclosed under that agreement), whether oral or in writing, between the parties with respect to the subject matter of this Agreement. If any provision of this Agreement shall be held by a court of law of competent jurisdiction to be unenforceable, the remaining provisions shall remain in full force and effect and, to the extent allowed and practicable, the unenforceable provision shall be modified so as to be enforceable consistent with its original intent and economic effect. The headings and captions used in this Agreement are for convenience only, and shall not affect the interpretation of the provisions of this Agreement. The word "including" shall be construed non-exclusively, to mean "including but not limited to." The word "or" shall be construed inclusively, to mean that one or more of the options may occur. This Agreement and any amendment hereto may be executed in counterparts, each of which shall be deemed an original and both of which together shall constitute one instrument.

10.7. Independent Contractors. The relationship of DRT and Customer established by this Agreement is that of independent contractors, and nothing contained in the Agreement will be construed to constitute the parties as partners, joint venturers, co-owners, or otherwise as participants in a joint undertaking.

10.8. Non-Solicitation. During the Term of this Agreement and for a period of one (1) year thereafter, Customer will not, and will ensure that its affiliates will not, directly or indirectly: (i) solicit for employment or for performance of any services any person employed by DRT or (ii) hire or engage for any services any person employed by DRT. In the event of a breach of this non-solicitation clause, Customer agrees to pay DRT compensation equal to DRT 's employee's annual salary as liquidated damages, and not a penalty, which Customer agrees is fair and reasonable compensation for DRT.

10.9. Governing Law and Jurisdiction; Attorneys' Fees. This Agreement shall be governed by and construed under the laws of the Commonwealth of Virginia without regard to conflict of laws provisions. The federal and state courts sitting in Virginia shall have exclusive jurisdiction and venue to adjudicate any dispute arising out of this Agreement, and each party hereto expressly consents to the personal jurisdiction of such courts and waives any objection to venue, including the objection of forum non conveniens. The prevailing party in any action to enforce this Agreement will be entitled to recover its attorneys' fees and costs in connection with such action.

10.10. Modifications to Software, Products, Services & Terms. We reserve the right to modify or discontinue the Services or any other software, products or services at any time with or without notice to Customer, including without limitation by adding or subtracting features and functionality, third party content, etc. In the event of such modification or discontinuation, Customer's sole remedy shall be to terminate this Agreement as set forth herein. Continued use of any software, products or services following any such changes will indicate Customer's acknowledgement and acceptance of such changes and satisfaction with the software, products and/or services as so modified. We may change the terms of this Agreement (including any exhibits or schedules) from time to time, by updating these terms as posted online and/or in the applicable software. Any such changes will become effective when notice is received or when so posted, whichever first occurs. If Customer objects to any such changes, Customer's sole recourse will be to terminate this Agreement. Continued use of the software, products or services following such changes will indicate Customer's acknowledgement of such changes and agreement to be bound by such changes.

10.11. Compliance with ServiceNow FEDRAMP Government Use Service Provider Partner Program Requirements. Customer acknowledges that DRT is a member of the ServiceNow, Inc. Service Provider Program and is obligated to comply with the obligations of a Participant as set forth in the FEDRAMP Government Use Addendum for Service Providers (the "ServiceNow FEDRAMP Addendum") in Exhibit A below. Customer agrees and acknowledges that it shall be deemed a Client for purposes of the FEDRAMP Government Use Addendum. Customer further agrees that it shall comply with all requirements applicable to DRT's Clients, and which DRT is obligated to require of its Clients, as set forth in the FEDRAMP Government Use Addendum, which requirements are fully incorporated into this Agreement.

EXHIBIT A

**ServiceNow
FEDRAMP GOVERNMENT USE ADDENDUM FOR SERVICE PROVIDERS**

This Government Use Addendum (“**Addendum**”) is made as of the Effective Date between the member of the ServiceNow Service Provider Partner Program entity provided below (“**Participant**”) and ServiceNow, Inc. (“**ServiceNow**”). This Addendum is added to the terms of the PartnerNow Master Agreement currently effective between the parties (the “**Agreement**”). Capitalized terms not defined herein shall have the meaning ascribed to them in the Agreement.

EACH ACTING UNDER DUE AND PROPER AUTHORITY, THE PARTIES EXECUTE THIS AGREEMENT AS OF THE EFFECTIVE DATE.

Participant: _____

By: _____
(signature)

Name: _____
(printed)

Title: _____

Signature Date: _____

Address for Notice:

ServiceNow, Inc.

By: _____
(signature)

Name: _____
(printed)

Title: _____

Effective Date: _____

Address for Notice:

2225 Lawson Lane.
Santa Clara, CA 95054, USA
Attn: Legal Department Notices
Copy to: legalnotices@servicenow.com

The Federal Information Security Management Act 2002 and the Federal Information Security Modernization Act 2014 (collectively “**FISMA**”) requires each government agency to develop, document, and implement programs to provide information security for the information and information systems that support the operations and assets of the agency. To address the needs of the United States (“US”) Federal, State, Local, and Tribal Governments along with regulated organizations that have a requirement to meet US Federal Government security standards (each a “**Client**”), ServiceNow offers the ServiceNow Government Community Cloud (“GCC”) service (the “**Government Cloud**”). Any Participant organization other than US Federal Government entities or instrumentalities must demonstrate they have a requirement to meet US Federal Government security standards by contractually agreeing to the terms in this Addendum.

A Federal Risk Authorization Management Program (“**FedRAMP**”) accredited Third Party Assessment Organization performed a security control assessment of the Government Cloud at the FIPS 199 High impact level in accordance with OMB Circular A-130, NIST Special Publication (SP) 800-37, and the FedRAMP Security Authorization Process. After review of the Authorization to Operate (“**ATO**”) package, the FedRAMP Joint Authorization Board (“**JAB**”) deemed the risk to government operations, data, or assets resulting from the operation of the information system to be acceptable, and accordingly issued ServiceNow an ATO for the Government Cloud for the benefit of Participants and/or Clients (the “**Security Authorization**”). The conditions for maintaining the Security Authorization to operate the Government Cloud require the physical and logical restriction of the storage of data to hardware dedicated exclusively to the Government Cloud. Further, Administrative Access to the Government Cloud must be restricted to individuals that are US Citizens that have undergone a suitability check by Participant and/or Client (“**Approved Personnel**”). For purposes of this Addendum, Administrative Access is defined as Participant’s primary administrator(s) role within a ServiceNow instance, that has access to all system features, functions, and data, regardless of security constraints. Participant is responsible for performing its own risk analysis and monitoring the Customer Data that is processed by the Government Cloud. Any Participant may request copies of the information package describing the Security Authorization from ServiceNow or the FedRAMP Program Management Office (https://s3.amazonaws.com/sitesusa/wp-content/uploads/sites/482/2017/02/FedRAMP-Package-Request-Form_V5_03012017.pdf), which shall be treated as Confidential Information under the Agreement or disclosed pursuant to a non-disclosure agreement between ServiceNow and the Participant, as applicable.

1. **PARTICIPANT RESTRICTIONS.** Participant shall: (a) enter into binding written agreements with each Client (other than US Federal Government entities or instrumentalities) that may access the Government Cloud to ensure it complies with the requirements of Section 2 below (“**Client Agreement**”); (b) restrict Administrative Access to the Government Cloud exclusively to

Approved Personnel; (c) only use the Government Cloud to process the data of any Client(s); (d) use a naming convention that conspicuously identifies the Government Cloud Subscription Service accessible to Participant to the exclusion of any other Subscription Service (e.g., *agencytest*, *agencyprod*, and *partner-agencytest*), or any naming convention recommended by ServiceNow; (e) operate instances in the Government Cloud that are discrete and separate from any and all instances of the Subscription Service accessible to Participant that are not included in the Government Cloud; (f) promptly notify ServiceNow legal at legalnotices@servicenow.com in the event that any of the terms of this Addendum are breached; (g) provide ServiceNow contact information for a Chief Information Security Officer, or equivalent, designated by the Participant, and (h) provide evidence of Participant's compliance with this Addendum upon ServiceNow's reasonable written request.

2. CLIENT AGREEMENT. Each Client Agreement shall be consistent in all respects with this Addendum and shall not grant rights to access the Government Cloud that exceed the rights granted under the Agreement, any order form issued thereto, and other permissions granted to Participant hereunder, and shall include the following obligations: (a) the Client shall provide to Participant and/or ServiceNow the contact information for a Chief Information Security Officer, or equivalent designated by the Client; (b) the Client shall have and maintain an internal acceptable use policy, and a plan to communicate such policy to its employees, contractors and agents as needed to ensure compliance; (c) the Client shall restrict Administrative Access to, the Government Cloud exclusively to Approved Personnel; and (d) the Client shall promptly notify Participant of any breach of the foregoing obligations.

3. ASSISTANCE WITH COMPLIANCE. Participant acknowledges that ServiceNow may only retain the Security Authorization if each Participant and each Client successfully complies with the terms of this Addendum. Participant represents and warrants that it will comply with the terms of this Addendum, and has a requirement to comply with one or more of the below laws, regulations, rules, or data standards, as applicable, when providing managed services to its Client(s) in the Government Cloud:

- FISMA
- FedRAMP (up to FedRAMP High)
- Department of Defense Security Requirements Guide (up to DoD Impact Level 4)
- NIST SP 800-53
- OMB Circular A-130
- NIST SP 800-37
- International Traffic in Arms (ITAR)
- Covered Defense Information
- Controlled Unclassified Information (CUI)
- Department of Defense (DoD) Unclassified Controlled Nuclear Information (UCNI)
- Department of Energy (DoE) UCNI
- Criminal Justice Information (CJI)
- North American Electric Reliability Corporation (NERC) Critical Infrastructure Protection (CIP)
- Requirements imposed on organizations from U.S. Federal government agencies (i.e., Department of Homeland Security, Department of the Treasury, Office of the Comptroller of the Currency, Centers for Medicare and Medicaid Services, etc.)

The parties agree that either party's failure to comply with the terms of this Addendum constitutes a material breach of the Agreement.