



DRTConfidence SOFTWARE LICENSE TERMS AND CONDITIONS FOR U.S. GOVERNMENT AGENCIES AND CUSTOMERS

These DRTConfidence Software License Terms and Conditions constitute a binding agreement by and between DRT Strategies, Inc. ("DRT"), and the customer, where the customer is an agency or department of the United States Government ("Customer") obtaining the Service, as defined below, signing up via any order form, purchase order or other similar document mutually agreed by the parties, or applicable contract vehicle or GSA schedule (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 Software License Terms and Conditions together with any Order Form(s), are collectively, referred to as the "Agreement".

WHEREAS, DRT develops and provides software as described on the applicable Order Form and as further described more fully herein (the "Software"); and

WHEREAS, Customer would like to license the Software;

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. Software and Services.

1.1. Software License. Subject to the terms and conditions of this Agreement, DRT hereby grants to Customer a limited, nonexclusive, non-transferable license to use the Software 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. Delivery. The Software is available for download and installation in a designated repository that is operating in the Government Community Cloud hosted by ServiceNow ("Repository"). Customer will install the Software on its own ServiceNow instance. Updates (as defined in Section 1.3, below) and new features will be deployed to the Repository as and when they are released and will be made available for download in the Repository. With the exception of recommended Updates described in Section 1.3 below, Customer will be solely responsible for deciding when and whether to upgrade the Software based on their particular requirements.

1.3. Updates. During the Term, DRT shall provide Customer, at no additional charge, all Updates, each of which are a part of the Software License and are subject to the terms and conditions of this Agreement. Customer acknowledges that DRT may require Customer to obtain and use the most recent version of the Software, if applicable. For purposes of this Agreement, "Updates" means any updates, bug fixes, patches, or other error corrections to the Software that DRT generally makes available free of charge to all licensees of the Software.

1.4. 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 Software. 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 GSA Schedule hourly rates. Customer shall reimburse DRT for actual and reasonable travel and travel-related expenses incurred by DRT in connection with the Software or any Consulting Services provided hereunder in accordance with FAR 31.205-46 and the Federal Travel Regulation (FTR). Customer shall only be liable for such travel expenses as approved by Customer and funded under the applicable ordering document.

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 Software. Customer Data expressly excludes any data to the extent processed by, or resulting as an output of, the Software, which shall be considered DRT Data (defined below). If and to the extent necessary for operation of the Software by Customer, Customer hereby grants to DRT a limited, non-exclusive license, during the Term, to use the Customer Data within the Software 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 Software, including without limitation, all trade secret, copyright, patent,

trademark, trade name, and other intellectual and proprietary rights in the Software, 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 Software by or on behalf of DRT, and (ii) any aggregated and anonymized data extracted or derived from the Software, 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 Software 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 license fee 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 monthly in arrears in accordance with the applicable GSA schedule or government contract. DRT or its authorized reseller as applicable shall state separately on invoices taxes excluded from the fees, and the Customer agrees either to pay the amount of the taxes (based on the current value of the equipment) or provide evidence necessary to sustain an exemption, in accordance with 552.212-4(k). 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 receipt 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 interest rate established by the Secretary of the Treasury as provided in [41 U.S.C. 7109](#), which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid. DRT may not raise the Fees during the Initial Term unless otherwise mutually agreed (or if the Customer elects to license additional Software 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 in accordance with the then current GSA Schedule Pricelist. 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 maybe renewed for successive one-year renewal terms by executing a written order (each, a "Renewal Term" and together with the Initial Term, the "Term"). Customer may terminate this Agreement in accordance with GSAR 552.212-4(l) or (m), FAR 8.406-5 or FAR 12.403, as applicable. Upon any termination of this Agreement, (a) Customer shall promptly: (i) discontinue all use of the Software 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 Software, 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 – 11.

5. Inspection and Acceptance. Within five (5) business days of receipt, Customer shall have the right to inspect the Software provided under this Agreement or applicable Order Form, and to reject such Software if it does not meet the specifications. If Customer rejects the Software, it shall notify DRT of the specific reasons for rejection and DRT shall take prompt action to provide Software that conforms to the applicable specifications. If DRT is unable to make the render conforming Software within fourteen (14) days, Customer may refuse to accept the Software and shall be relieved of its obligation to pay. If Customer does not provide notice of rejection to Contractor within five (5) days of receiving the applicable Software such Software will be deemed accepted.

6. Warranty. DRT warrants to Customer that, during the Term, the Software 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 Software, including any lack of interoperability with such third-party systems or components. DRT does not warrant that operation of or access to the Software 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 Software 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 Software, 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 Software 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 Software and is not responsible for the fraud, misrepresentation, negligence or misconduct of any end user or other third party. Software 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 Software will be uninterrupted or error free; nor do we make any warranty as to the results that may be obtained from use of the Software. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 5 OR PURSUANT TO FAR CLAUSE 12.404 (AS APPLICABLE), THE SERVICE IS PROVIDED "AS IS". DRT EXPRESSLY DISCLAIMS ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO 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.

7. RESERVED.

8. Limitation of Damages. TO THE EXTENT NOT PROHIBITED BY LAW, 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. This Section shall not impair Customer's right to recover for personal injury or death resulting from Licensor's negligence, fraud or crimes arising out of or related to this Agreement under any federal fraud statute, including the False Claims Act, 31 U.S.C. §§ 3729-3733.

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, any performance, warranty and like information relating to the Software (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; (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; or (vi) is contrary to the applicable provisions of the Federal Acquisition Regulations. DRT recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which may require that certain information be released, despite being characterized as "confidential" by the vendor.

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. Notwithstanding the foregoing, the Customer may retain any Confidential Information as required by law, regulation, or internal document retention procedures for legal, regulatory, or compliance purposes, provided however that all such retained Confidential Information will continue to be subject to the confidentiality obligations of this Agreement.

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 federal 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. 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 Software or software or otherwise modify, reverse compile, disassemble, or translate the Software, or software or create any derivative works thereof; or (c) use the Software 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 Software 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 Software or attempt to gain unauthorized access to the Software 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 Software, or Documentation, or on any copies made in accordance with this Agreement; (j) use, or authorize or permit the use of, the Software except as expressly permitted herein; (k) use the Software 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 Software may be used only by Customer (i) for its internal purposes and only for the direct benefit of Customer; (ii) only by the number of persons for whom a license fee has been paid, and all such use may only be by those persons using the Software 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 Software, 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 Software, or features that prevent or restrict use or copying of any content or enforce limitations on use of the Software, or the content therein. To the extent the Software 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, Software and APIs. The Software may integrate and/or interact with third party services or software, such as via APIs or browser extensions. For example, the Software 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 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 Software, 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 Software, 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. 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.

10.3. RESERVED.

10.4. 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 Software for marketing purposes to the extent permitted by the General Services Acquisition Regulation (GSAR) 552.203-71. Customer can deny DRT this right at any time by submitting a written notice, requesting to be excluded from promotional material.

10.5. 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.

10.6. Force Majeure. In accordance with GSAR 552.212-4(f), Neither party will be liable for any failure or delay in its performance under this Agreement (or the performance of or access to the Software), 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.

10.7. 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. Furthermore, if any provision of this Agreement conflicts with the U.S. Federal Acquisition Regulations ("FAR"), the relevant FAR regulation shall apply. Accordingly, the terms of FAR 552.212-4, are incorporated herein by reference. 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.

10.8. 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.

10.9. Governing Law and Jurisdiction; Attorneys' Fees. This Agreement shall be governed by and construed under the Federal laws of the United States of America.

10.10. Modifications to Software, Products, Services & Terms. We reserve the right to modify or discontinue the Software or any other software, products or services at any time, provided such modifications or discontinuances do not materially affect the Customer's use of the Software, upon reasonable prior notice to Customer, including without limitation by adding or subtracting features and functionality, third party content, etc. 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.

10.11. Compliance with ServiceNow FEDRAMP Government Use Service Provider Partner Program Requirements. To the extent applicable, Customer shall be responsible compliance with the FEDRAMP Government Use obligations and requirements under its own ServiceNow account.