

## VERACODE DLT GSA END USER ASSESSMENT AGREEMENT

Approved as of: \_\_\_\_\_, 2016

THIS AGREEMENT (THE "**AGREEMENT**") IS BETWEEN VERACODE, INC., A DELAWARE CORPORATION WITH OFFICES AT 65 NETWORK DRIVE, 3<sup>RD</sup> FLOOR, BURLINGTON, MASSACHUSETTS 01803 ("**VERACODE**") AND THE ORDERING ACTIVITY ("**ORDERING ACTIVITY**") ISSUING A PURCHASE ORDER TO PURCHASE VERACODE SOLUTIONS (AS DEFINED HEREIN) UNDER GSA NUMBER \_\_\_\_\_ AND . BY ORDERING ACTIVITY ISSUING PURCHASE ORDER FOR THE VERACODE SOLUTIONS(S), ORDERING ACTIVITY AND VERACODE MUTUALLY AGREE TO BE BOUND BY THE TERMS AND CONDITIONS HEREOF. Ordering activity shall be responsible for the compliance of its Affiliates with the terms and conditions of this Agreement.

**1. Definitions.** The following terms shall have the meaning specified below: "**Affiliate**" shall mean any entity controlled by, controlling, or under common control with a party to this Agreement during the period such control exists. For the purposes hereof "**control**" means the power to direct the operation, policies and management of an entity through the ownership of more than fifty percent (50%) of the voting securities of such entity, by contract, or otherwise. "**Application(s)**" shall mean a supported software application (including a web enabled application or mobile application), which depending on the type of Solution purchased, shall be either a Ordering activity Application or Third Party Application, as set forth in the applicable Order Form, and defined as follows: "**Ordering activity Application(s)**" shall mean (i) an Application owned by Ordering activity and/or its Affiliates (provided that the Application may contain third party software components licensed by Ordering activity and/or its Affiliates) or (ii) a web Application owned by a Third Party but licensed by Ordering activity for internal use and installed on a Ordering activity owned or controlled system ("**Ordering activity System**") which is made available to Veracode for Assessment by Ordering activity on such Ordering activity System. "**Third Party Application(s)**" mean an Application owned and developed by a Third Party which is (i) licensed by Ordering activity for internal use or being evaluated by Ordering activity for potential licensing; and (ii) is not a Ordering activity Application. "**Assessment**", "**Assess**", "**Assesses**" or "**Assessed**" shall mean the analysis performed by Veracode on an Application or a portion of an Application as part of a Veracode Solution. "**Authorized Recipient**" shall have the meaning set forth in Section 2.2 hereof. "**Ordering activity Data**" shall mean any data, information or content (excluding the Applications and any Assessment results thereof) provided by Ordering activity to Veracode in connection with its use of a Solution. "**Confidential Information**" shall have the meaning set forth in Section 4 hereof. "**Licensed Entity**" shall mean the legal entity(ies) of Ordering activity and/or its Affiliates authorized to use the Solution as specified in the applicable Order Form, and unless otherwise stated in the Order Form, the Licensed Entity shall be Ordering activity and its Affiliates. "**Solution(s)**" shall mean the particular Veracode's security related solution(s) to be provided by Veracode to Ordering activity as described in an Order Form (including in the case of any Solution provided on a software as a service basis, the Veracode Solution Platform and any Veracode provided content provided as a part thereof); any software incidental to the Ordering activity 's use of Solutions which is provided by Veracode to Ordering activity to be installed at a Ordering activity site ("**On-site Software**"), including agents, APIs, virtual appliances and e-Learning content and other course content; any Solution documentation provided by Veracode in connection therewith ("**Documentation**"); and any updates to the particular Solution made available by Veracode as part of such Solution from time to time, in its sole discretion. As used herein, the term **Solution** specifically excludes all Applications. "**Solution Output**" shall mean the following: (i) "**Report(s)**" meaning any report (or any portion of a report) accessible through Veracode's Solution Platform (or provided by such other means as mutually agreed by the parties), that provides the results of an Assessment either relating to (a) a Ordering activity Application ("**Ordering activity Report(s)**") or (b) a Third Party Application ("**Third Party Report(s)**"); and/or (ii) "**Document Output**" meaning any type of document or report, other than a Report, to be provided or made available by Veracode, through the Solution Platform or otherwise, as described in an Order Form. "**Solution Platform**" shall mean any Veracode owned or licensed software, data, information, content or systems which form a part of the platform owned or controlled by Veracode which is used by Veracode to provide automated software as a service Solutions. The **Solution Platform** specifically excludes all Applications. "**Term**" shall have the meaning set forth in Section 9 hereof. "**Third Party**" shall mean a third party software provider that owns a Ordering activity Application or Third Party Application to be Assessed by Veracode and with respect to which Ordering activity has the right to access the Report resulting from such Assessment as expressly described herein. As used herein, **Third Party** shall include, but not be limited to, other Veracode customers who elect to publish results of an Assessment of their own Application to Ordering activity via the Solution Platform. "**Veracode Property**" shall mean any technical information, e-Learning or other course content, techniques, ideas, methods,

processes, software, interfaces, utilities, data, documents, directories, designs, user interfaces, know-how, intellectual property, information or materials of any kind (regardless of form) which has been or is acquired, created, developed or licensed by Veracode prior to or outside the scope of this Agreement and any improvement, modification or other derivative works thereof and all intellectual property rights therein; and expressly includes, without limitation, the Solution and Solution Output templates.

## 2. Solution.

### 2.1 Solution Description and Obligations of the Parties.

**2.1.1 Solution Description and User Access.** Veracode will provide the Solution and Solution Output as described in an Order Form. Ordering activity will identify a primary administrative username and password that will be used to set up Ordering activity's account. Ordering activity may use the administrative user name and password to create subaccounts for its employee users (each with unique login IDs and passwords). Ordering activity shall be responsible for the acts or omissions of any of its employees, contractors and consultants who access the Solution using passwords or access procedures provided to or created by Ordering activity. Veracode reserves the right to refuse registration of, or to cancel, login IDs that violate the terms of this Agreement. Ordering activity agrees to notify Veracode promptly upon learning of any unauthorized use of Ordering activity's account or any other breach of security related to the Solution(s).

**2.1.2 Applications – Access.** Ordering activity shall be responsible for making available each Ordering activity Application for which Ordering activity requests an Assessment subject to applicable Government security requirements. Each Third Party Application for which Ordering activity requests an Assessment, shall be provided by the Third Party pursuant to a separate agreement entered into between Veracode and such Third Party as provided for in Section 3.2 hereof. Ordering activity shall not submit any Third Party Applications to Veracode directly. Each Application shall be made available in executable object code form (unless the Application is deployed in source, in which case source will be provided) in accordance with Veracode's specifications or, in the case of a web Application, by providing the URL or other information as mutually agreed to between the parties to enable the Assessment.

**2.1.3 Other Obligations.** Veracode is responsible for maintaining back-ups of the Solution Output which is stored on the Solution Platform. Ordering activity is responsible for providing the systems, servers, software and network and communications necessary to connect to and utilize the Solution Platform. Veracode has no obligation to back up Ordering activity's systems or any data processed or stored on the Ordering activity's systems. Each party will comply with such other obligations and requirements relating to the performance of the Solution as mutually agreed to by the parties in an Order Form.

**2.2 Solution License.** Veracode grants Ordering activity a non-exclusive, non-transferable right and license, during the subscription term and in the quantities specified in an Order Form, to (i) access and use the particular Solution(s) as described in an Order Form (and, if applicable, the Solution Platform), subject to the terms hereof, solely for Ordering activity 's internal use; (ii) have the permitted classifications of Applications Assessed to the extent Assessments are included in an Order Form; (iii) access and use each Report and/or the Document Output made available to Ordering activity by Veracode subject to the terms of Section 3.3 hereof; and (iv) at Ordering activity 's option, publish (by accepting an electronic prompt provided via the Solution Platform) the summary results of an Assessment of a Ordering activity Application to one or more other specified Veracode customers selected by Ordering activity (each an "**Authorized Recipient**"). If Ordering activity elects to publish the summary results of an Assessment to an Authorized Recipient as provided for in this Section 2.2, then Ordering activity grants Veracode the right to transmit and disclose such summary Report to the Authorized Recipient. Ordering activity also grants Veracode the right to provide Authorized Recipients with high level status updates regarding the status of the Assessment and the availability of the Report. Notwithstanding anything herein to the contrary, Ordering activity's use of the Solution pursuant to a particular Order Form shall be limited to use by the Licensed Entity and to the extent applicable, Ordering activity shall have the right to grant the Licensed Entity(ies) a sublicense to use the Solution as provided herein. With regard to any On-Site Software, Ordering activity shall use the On-Site Software solely at a Ordering activity owned or controlled site. Ordering activity shall not (i) remove or alter any proprietary notices included on the Solutions; or (ii) modify or attempt to expose the source code of or attempt to recreate any software which forms a part of the Solution. Except as provided herein, Ordering activity shall not have the right to make the Solution available to, use the Solution on behalf of, or for the benefit of any third party. Except for the rights expressly licensed to Ordering activity hereunder, Veracode and its licensors reserve and retain all right, title and interest to the Veracode Property.

**2.3 Solution Add-Ons, Other Veracode Offerings and/or Pre-release or Early-Access Solutions.** Unless specifically agreed in writing by the parties, the purchase order and this Agreement shall govern with respect to all Solutions made available to

Ordering activity, whether through an Order Form referencing this Agreement or otherwise. The parties understand and agree that, from time to time, Veracode may make available functionality, add-ons or offerings of Solutions which are not contemplated by this Agreement or which have different or additional terms than the terms and conditions of this Agreement. In the event, Ordering activity will be notified of such offerings and if interested may review those different or additional terms and modify the Purchase Order. In the event that any Solutions to be provided by Veracode are identified as pre-release, early access, "alpha", "beta" or similar, then notwithstanding anything to the contrary contained herein, such Solutions are provided "as is" and without any warranty or service commitment of any kind.

### 3. Applications and Solution Output – Intellectual Property Rights.

**3.1 Ordering activity Applications.** Ordering activity grants Veracode a limited, non-exclusive right and license to (i) during the subscription term specified in an Order Form, use, access, reproduce, and store each Ordering activity Application solely to the extent necessary to provide the Solution under this Agreement; (ii) during the subscription term specified in an Order Form, create, reproduce, store, make available and transfer Reports as specified in Section 3.3 of this Agreement; and (iii) during the term of this Agreement, use the results of the Assessments to create high level, generic, anonymous, statistical data relating to such Assessments ("Statistical Data") that is aggregated with assessment results of other parties (the "Aggregated Data") and, for a perpetual license term, use, reproduce, store, publish, license and transmit the Statistical Data included within the Aggregated Data in a format that does not reveal or allow to be inferred the identity of the Ordering activity, the identity of any Third Party or a particular Application or link Ordering activity or a Third Party to an Application (such as, for example, statistical data pertaining to an industry or application type). Veracode will not expose or attempt to derive the source code of any Ordering activity Application. Except as expressly licensed herein, Ordering activity and its Affiliates (and/or their licensors) shall retain all right, title and/or interest to the Ordering activity Applications and Ordering activity Data and all intellectual property rights therein, and except as expressly licensed herein, Veracode shall obtain no right or license thereto.

**3.2 Third Party Applications.** Ordering activity understands and agrees that with respect to each Third Party Application, each Third Party must enter into a separate agreement with Veracode in a form mutually agreed to by Veracode and the Third Party before Veracode will either Assess a Third Party Application or provide a Third Party Report to Ordering activity, pursuant to which (i) the Third Party shall grant Veracode permission to Assess the applicable Third Party Application; and (ii) The Third Party shall grant Veracode permission to provide Ordering activity with a summary version of the Third Party Report relating to such Third Party Application. Ordering activity grants Veracode the limited right to use Ordering activity's name in Veracode's communications to Third Parties and/or Ordering activity's vendors who are identified by Ordering activity for such purpose solely in connection with Veracode's performance of the Solution to the extent allowed by GSAR 552.203-71.

### 3.3 Solution Output.

**3.3.1 Ordering activity Reports.** For each Ordering activity Application Assessed by Veracode as part of the Solution, Veracode will make available to Ordering activity an Ordering activity Report containing the results of the Assessment as may be further described in an Order Form. Subject to Veracode's ownership of any Veracode Property contained therein, Ordering activity will own all right, title and interest to each Ordering activity Report. Veracode grants Ordering activity a non-exclusive, non-transferable, perpetual, worldwide license to access, use and reproduce the Veracode Property (including the Veracode trademarks) included in each Ordering activity Report as incorporated into the Ordering activity Report solely for Ordering activity's and its Affiliates' internal use. Notwithstanding the foregoing, Ordering activity shall have the right to disclose the Veracode Property (including the Veracode trademarks) solely as incorporated into the Ordering activity Report (and without any modifications thereto) to (i) other Veracode customers via the Solution Platform as provided for herein and (ii) any other third parties subject only to a confidentiality obligation at least as protective as the confidentiality obligations contained herein.

**3.3.2 Third Party Reports.** For each Third Party Application Assessed by Veracode for Ordering activity as part of the Solution or for which the Third Party elects to publish the results of a Report regarding its Third Party Application to Ordering activity as provided for herein, Veracode shall make available to Ordering activity a summary version of a Third Party Report containing the results of the Assessment as further described in an Order Form and the Third Party will have access to a detailed Third Party Report relating to the Third Party Application as further described in the Order Form. Ordering activity understands and agrees that, pursuant to Veracode's separate agreement with the Third Party, the Third Party Report shall be deemed to be owned by, and considered to be the Confidential Information of, the Third Party. Ordering activity is hereby granted a non-exclusive, non-transferable, perpetual, worldwide license to access, use and reproduce the summary version of the Third Party Report and any Veracode

Property contained therein in the form provided by Veracode solely for Ordering activity's and its Affiliates' internal use.

**3.3.3 Document Output.** Veracode will provide Document Output to the extent specified in an Order Form. Subject to Veracode's ownership of any Veracode Property contained therein, Ordering activity shall own all right, title and interest to the Document Output. Veracode hereby grants Ordering activity a non-exclusive, non-transferable, perpetual, worldwide license to access, use and reproduce any Veracode Property contained in the Document Output solely for Ordering activity's and its Affiliates' use in connection with their use of the Document Output.

## 4. Confidentiality and Ordering activity Data.

**4.1 Confidentiality.** During the term of this Agreement and continuing after termination of this Agreement, each party shall retain in confidence, and not use except for the purposes described in this Agreement, the confidential and proprietary information of the other party disclosed by the other party or its Affiliates or made available in connection with this Agreement, whether disclosed in written, oral, electronic or visual form, which is identified as confidential at the time of disclosure or should reasonably be understood to be confidential given the nature of the information and the circumstances surrounding the disclosure, including without limitation business, operations, finances, technologies, products and services, pricing, personnel, customers and suppliers and (i) with regard to Ordering activity, Ordering activity Data, the Ordering activity Applications, debug builds and information regarding the specific security vulnerabilities of the Ordering activity Applications and, subject to Veracode's ownership of the Veracode Property, the Ordering activity Reports and Document Output, and (ii) with regard to Veracode, the Veracode Property ("**Confidential Information**"). The receiving party will use the same degree of care and discretion (but not less than reasonable care) to avoid disclosure, publication or dissemination of the disclosing party's Confidential Information as it uses with its own information of a similar nature. Except as authorized in this Agreement or an Order Form, the receiving party will not disclose the Confidential Information of the disclosing party to a third party other than to its or its Affiliates' employees, contractors, agents or advisors in connection with its performance of this Agreement and the receiving party shall be liable to the disclosing party for any violation of this Agreement by such persons. Confidential Information shall not include information that (a) is publicly known at the time of disclosure, (b) is lawfully received from a third party not bound in a confidential relationship with the disclosing party, (c) is published or otherwise made known to the public by the disclosing party, or (d) was or is generated independently without use of the disclosing party's Confidential Information. The receiving party may disclose Confidential Information as required to comply with orders of governmental entities that have jurisdiction over it or as otherwise required by law, provided that the receiving party (i) gives the disclosing party reasonable advance written notice to allow the disclosing party to seek a protective order or other appropriate remedy (except to the extent that compliance with the foregoing would cause it to violate an order of the governmental entity or other legal requirement), (ii) discloses only that portion of the Confidential Information as is required, and (iii) uses commercially reasonable efforts to obtain confidential treatment for any Confidential Information so disclosed. Notwithstanding anything herein to the contrary, provided that Veracode does not use or disclose Ordering activity Confidential Information, Veracode shall be free to use, exploit and disclose its general skills, concepts, ideas, know-how, and expertise gained or learned during the course of this Agreement, and Veracode shall not be restricted from creating output for other ordering activity's which is similar to that provided to Ordering activity. Veracode recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which requires that certain information be released, despite being characterized as "confidential" by the vendor.

**4.2 Ordering activity Data.** Ordering activity shall ensure that it has the right to disclose Ordering activity Data, if any, that may be provided by Ordering activity to Veracode for the purpose of enabling Veracode to perform its obligations under this Agreement. Ordering activity grants Veracode the right to use the Ordering activity Data solely on Ordering activity's behalf and solely for the purpose of providing the Solution and performing its obligations under this Agreement.

**4.3 Security.** In addition to the confidentiality obligations set forth herein, Veracode shall maintain, use and process any Ordering activity Confidential Information in compliance with any applicable data protection and privacy laws to protect the confidentiality, integrity and availability of Ordering activity Confidential Information consistent with such laws. Veracode shall establish and maintain administrative, physical and technical safeguards designed to guard against the destruction, loss, or alteration of Ordering activity Confidential Information in accordance with Veracode's Information Security Policy (VISP). Without limiting the foregoing, Veracode shall at all times in connection with this Agreement: (i) maintain and enforce an information security program including administrative, physical and technical security policies and procedures with respect to its processing of Ordering activity Data and Ordering activity Confidential Information that meet or exceed no less than commercially reasonable industry practices and standards; (ii) provide technical and organizational safeguards

designed to protect against accidental, unlawful or unauthorized access to or use, destruction, loss, alteration, disclosure, transfer, commingling or processing of such information and ensure a level of security appropriate to the risks presented by the processing of such information and the nature of such information, consistent with not less than commercially reasonable industry practice and standards; (iii) take commercially reasonable measures to secure the Solution Platform against "hackers" and others who may seek, without authorization, to disrupt, damage, modify, access or otherwise use the Solution Platform or the information found therein; (iv) take commercially reasonable measures to logically separate Ordering activity Confidential Information from that of other customers. Additionally, Veracode shall periodically test and continuously monitor its systems for potential areas where security could be breached and shall also periodically conduct security testing, including penetration testing. Veracode shall be solely responsible for its information technology infrastructure, including all computers, software, databases, electronic systems and networks that are owned or controlled by Veracode that may be used by Veracode to access Ordering activity's systems or otherwise in connection with the Solutions. To the extent that Veracode utilizes service providers or subcontractors in connection with the performance of the Solutions, Veracode acknowledges that this provision applies equally to any such service provider or subcontractor and such service provider or subcontractor will possess a level of security and data protection equal to Veracode.

**4.4 Security Overview and Independent Attestation.** At Ordering activity's request Veracode will, on an annual basis, furnish to Ordering activity (i) Veracode's Information Security Exhibit (VISE) and (ii) its then current independent SSAE16 SOC 2 attestation report.

## 5. Warranties

**5.1 Veracode's Solution Representations and Warranties; Disclaimer.** Veracode represents and warrants that the Solution provided to Ordering activity will be provided as described in the applicable Purchase Order, by qualified personnel in a professional manner, and will comply in all material respects with the applicable Documentation. In the event of any non-compliance with the foregoing warranty, Ordering activity must provide notice of such non-compliance within the thirty (30) day period following such non-compliance (such as, for example, within thirty (30) days from the date of delivery of a Report with respect to an Assessment) specifying the details of such non-compliance. If Ordering activity timely provides Veracode with the required notice, as Ordering activity's sole and exclusive remedy and Veracode's sole and exclusive liability, Veracode shall re-perform such portion of the Solution or otherwise use commercially reasonable efforts to correct any such non-compliance, at its expense, within thirty (30) days of its receipt of such notice. EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES STATED ABOVE, VERACODE DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, VERACODE DOES NOT GUARANTEE THAT IT WILL FIND ALL SECURITY VULNERABILITIES, RISKY CAPABILITIES OR MALICIOUS CODE.

**5.2 Ordering Activity Representations and Warranties.** Ordering activity represents and warrants that it (i) is the owner or licensee of each Ordering activity Application and all Ordering activity Data or (ii) has the right, title and/or interest to grant the license rights provided for herein and to submit and make available to Veracode each Ordering activity Application and all Ordering activity Data for the purposes of allowing Veracode to provide the Solution and produce the Solution Output.

## 6. Intellectual Property Matters and Indemnity.

**6.1 Veracode Indemnity.** Veracode shall defend, indemnify and hold Ordering activity and its Affiliates and their officers, directors and employees harmless from and against any and all claims, suits, actual damages, costs and expenses, including reasonable attorneys' fees, brought against or suffered by such Ordering activity indemnified parties arising out of a third party claim that (i) the Solution infringes or violates any patent, copyright or trade secret or (ii) Veracode is not the owner or licensee of any Veracode Property, including without limitation the Solution and/or does not have the right, title and/or interest to grant the license rights provided for herein and make available the Solution; provided that, in each case, Veracode shall not be responsible for any claim to the extent arising from or relating to solely (a) Ordering activity's unauthorized use of the Solution; or (b) any Applications or any Ordering activity Data used in combination with the Solution if the claim would not have arisen but for such combination.

**6.2 Indemnity Process.** In accordance with 28 USC 516, the Department of Justice shall have the right to defend and exercise sole control over any claim against the Ordering activity for which Veracode has agreed to provide indemnification hereunder. Veracode may at any time obtain appropriate consultation and the have the right to intervene in the proceedings at its own expense through counsel of its choice. Except as provided herein, Veracode shall conduct and control the defense and settlement of any such claim; provided that Ordering Activity shall have the right to provide for its

separate defense at its own expense. Ordering Activity shall give prompt notice of any claim for which indemnity is sought and shall cooperate in defending against such claims at Veracode's expense. The rights and remedies set forth in this Section 6 state each party's exclusive liability and exclusive rights and remedies with regard to claims made by a third party for intellectual property infringement or violation of a third party's intellectual property rights.

**7. Limitations and Exclusions of Liability and Damages.** EXCEPT FOR LIABILITY ARISING FROM (A) A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS PURSUANT TO SECTION 4 OF THIS AGREEMENT OR A VIOLATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS OR (B) A PARTY'S INDEMNIFICATION OBLIGATIONS PURSUANT TO SECTION 6 OF THIS AGREEMENT, TO THE FULLEST EXTENT PERMITTED BY LAW, (I) NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY PUNITIVE, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR OTHER INDIRECT DAMAGES INCLUDING WITHOUT LIMITATION, LOST PROFITS OR LOSS OF OR DAMAGE TO DATA OR SOFTWARE, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (II) EACH PARTY'S AGGREGATE LIABILITY TO THE OTHER FOR ALL CLAIMS ARISING OUT OF THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL NOT EXCEED THE TOTAL OF THE AMOUNTS PAID BY ORDERING ACTIVITY TO VERACODE PURSUANT TO THE APPLICABLE ORDER FORM UNDER WHICH THE CLAIM AROSE. Without limiting the foregoing, except to the extent arising from Veracode's negligence or intentional misconduct, Veracode shall not have any liability for losses, claims or damages for any harm or disruption of Ordering activity's systems or applications arising out of the penetration tests or simulated attacks which are provided by Veracode as part of the Solution in accordance with the terms of this Agreement. The foregoing limitation of liability shall not apply to (1) personal injury or death resulting from Licensor's negligence; (2) for fraud; or (3) for any other matter for which liability cannot be excluded by law.

**8. Use of Trademarks and Publicity.** Veracode may request in writing permissions to publicize its business with the Ordering activity to the extent permitted by the General Services Acquisition Regulation (GSAR) 552.203-71.

## 9. Term and Termination.

**9.1 Term and Termination of Agreement.** This Agreement continue in effect until the later of (i) such time as a party provides thirty (30) days prior written notice of termination if there is no Order Form(s) then in effect, or (ii) the expiration of the last to expire of any existing Order Forms in effect at the time of such notice of termination (the "Term").

**9.2 Term and Termination of Order Form for Breach.** Each Order Form shall remain in effect for the term of the Order Form as specified in the Order Form, and the Solution will be provided by Veracode only during the term specified in the Order Form. An individual Order Form shall not be subject to termination.

**9.3 Effect of Termination and Destruction of Data.** Except for the Statistical Data, Veracode shall destroy using industry standard methods (i) all copies of each Ordering activity Application within sixty (60) days following the availability of the Report related thereto or earlier if requested by Ordering activity and (ii) all copies of the results of the Assessments of each Ordering activity Application (excluding the Statistical Data) and all associated documentation and related materials provided by Ordering activity within sixty (60) days following any termination or expiration of this Agreement or earlier if requested by Ordering activity ; and upon request, Veracode shall confirm such destruction in writing. Upon the expiration or termination of any Order Form granting Ordering activity access to On-Site Software, Ordering activity shall promptly destroy such On-Site Software. Upon any termination or expiration of this Agreement, any provision which, by its nature, would survive termination or expiration of this Agreement will survive and this Agreement shall continue to apply to any pending Order Form(s).

## 10. Miscellaneous.

**10.1 Insurance.** Veracode shall maintain, at its expense, at all times during this Agreement, insurance of such type and level as is reasonable and prudent in the circumstances. Such insurance shall be carried with responsible insurance companies of recognized standing which are authorized to do business in the state in which the Solution is rendered and are rated A- or better by A.M. Best. Upon Ordering activity's request, Veracode shall furnish Ordering activity with a certificate of insurance providing evidence of its insurance coverages.

**10.2 Governing Law.** This Agreement will be governed by applicable Federal law of the United States.

**10.3 Compliance with laws.** Each party shall comply with all applicable, laws and regulations in connection with the performance of its obligations and the exercise of its rights under this Agreement.

**10.4 Force Majeure.** If the performance of any obligation hereunder is interfered with by reason of any circumstances beyond a party's reasonable control, including but not limited to acts of God, labor strikes and other labor disturbances, power surges or failures, or the act or omission of any third party, the party shall be excused from such performance to the extent necessary, provided the party shall use reasonable efforts to remove such causes of nonperformance. Excusable delays shall be governed by FAR 52.212-4(f).

**10.5 Assignment and Related Matters.** Neither party may assign this Agreement or any of its rights or obligations hereunder (in whole or in part) except with the prior written consent of the other party.

**10.6 General.** The terms and conditions of this Agreement and the applicable purchase order supersede all previous agreements, proposals or representations related to the subject matter hereof. This Agreement shall govern with respect to Ordering activity's use, access and license of the Solution and any transactions relating to the Solution, whether such licenses are purchased directly from Veracode or indirectly through an authorized Veracode partner (including without limitation any follow-on purchases or renewals). The exchange of a signature by purchase order shall be sufficient to bind the parties to this Agreement.