



DLT RIDER TO MANUFACTURER END USER TERMS (For Public Sector End Users)

1. **Scope.** This DLT Rider to Checkmarx, Inc. (“Manufacturer”) End User Terms (“DLT Rider”) establishes the terms and conditions enabling DLT Solutions, LLC (“DLT”) to provide Manufacturer’s Offerings to Public Sector Government Agencies to include the Federal, State and Local entities (the “Licensee” or “Customer”).

2. **Applicability.** The terms and conditions in the attached Manufacturer Terms are hereby incorporated by reference to the extent that they are consistent with Public Sector Laws (e.g., the Anti-Deficiency Act, the Contracts Disputes Act, the Prompt Payment Act, the Anti-Assignment statutes). To the extent the terms and conditions in the Manufacturer’s Terms or any resulting Customer Order are inconsistent with the following clauses, they shall be deemed deleted and the following shall take precedence:
 - a. **Advertisements and Endorsements.** Unless specifically authorized by Customer in writing, use of the name or logo of Customer is prohibited.

 - b. **Assignment.** All clauses regarding Assignment are subject to Assignment of Claims and Novation and Change-of-Name Agreements. All clauses governing Assignment in the Manufacturer Terms are hereby deemed to be deleted.

 - c. **Audit.** During the term of a Customer order subject to this Rider: (a) If Customer’s security requirements included in the Order are met, Manufacturer or its designated agent may audit Customer’s facilities and records to verify Customer’s compliance with this Agreement. Any such audit will take place only during Customer’s normal business hours contingent upon prior written notice and adherence to any security measures the Customer deems appropriate, including any requirements for personnel to be cleared prior to accessing sensitive facilities. DLT on behalf of the Manufacturer will give Customer written notice of a desire to verify compliance (“Notice”); (b) If Customer’s security requirements are not met and upon Manufacturer’s request, Customer will provide a written certification, executed by a duly authorized agent of Customer, verifying in writing Customer’s compliance with the Customer order; or (c) discrepancies in price discovered pursuant to an audit may result in a charge by the commercial supplier to the Customer however, all invoices must be: i) in accordance with the proper invoicing requirements of the Customer; ii) if there is a dispute then no payment obligation may arise on the part of the Customer until the conclusion of the dispute process, and iii) the audit, if requested by the Customer, will be performed at the Manufacturer’s expense.

 - d. **Confidential Information.** Any provisions that require the Licensee to keep certain information confidential are subject to the Freedom of Information Act, and any order by a Court with appropriate jurisdiction.

 - e. **Consent to Government Law / Consent to Jurisdiction.** The validity, interpretation and enforcement of this Rider will be governed by and construed in accordance with the laws of the United States and/or the respective Customer’s state. Any Manufacturer Terms that identify the jurisdiction in which a lawsuit may be brought, the law which shall apply to such lawsuit, or the requirements to pursue Alternative Dispute Resolution prior to such lawsuit are deemed to be deleted. All clauses in the Manufacturer Terms referencing equitable remedies are deemed to be deleted.

 - f. **Contractor Indemnities.** DLT shall not be required to indemnify Customer except as explicitly stated in the contract. Any such indemnification requirement shall vest control over the matter with the United States and shall give DLT or the Manufacturer the right to intervene in the proceeding at its own expense through counsel of its own choice.





- g. **Customer.** Customer is the “Ordering Activity”, defined as any entity authorized to use government sources of supply. An individual person shall not be the Licensee or Customer.
- h. **Customer Indemnities.** Customer shall not be required to indemnify DLT except as in accordance with federal statute that expressly permits such indemnification.
- i. **Installation and Use of the Software.** Installation and use of the software shall be in accordance with the Rider and Manufacturer Terms, unless a Customer determines that it requires different terms of use and Manufacturer agrees in writing to such terms in a valid order placed by Customer.
- j. **Force Majeure.** Clauses in the Manufacturer Terms referencing Force Majeure and unilateral termination rights of the Manufacturer are hereby deemed to be deleted.
- k. **Future Fees or Penalties.** All fees and charges are as explicitly set forth in the Customer’s order. Additional fees or penalties such as liquidated damages or license, maintenance or subscription reinstatement fees be incorporated into the contract only by bilateral written agreement of the parties. Any clauses imposing additional fees or penalties automatically in Manufacturer’s Terms are hereby deemed to be deleted.
- l. **Renewals.** All Manufacturer Terms clauses that violate the Anti-Deficiency Act or which permit automatic renewal are hereby deemed to be deleted.
- m. **Taxes.** Taxes are subject to applicable jurisdiction regulations, which provides that the contract price includes all federal, state, local taxes and duties.
- n. **Termination.** Clauses in the Manufacturer Terms referencing termination or cancellation are hereby deemed to be deleted. Both DLT and Customer’s termination rights shall be governed by Contract Dispute Acts of the jurisdiction in which the transaction occurs.
- o. **Third Party Terms.** No entity shall have privity of contract with the United States with respect to any third-party product or service, referenced in the Manufacture’s Terms unless expressly stated in Customer’s order. Absent agreement by Customer to the contrary, third parties shall have no rights or obligations with respect to such agreements vis-à-vis the United States.
- p. **Waiver of Jury Trial.** All clauses referencing waiver of jury trial in the Manufacturer Terms are hereby deemed to be deleted.

Incorporation of Manufacturer Terms. Attached hereto are the Manufacturer Terms. As part of this Rider, the following Terms are incorporated by reference and made a part of this Rider except as modified as set forth above.



TERM SOFTWARE LICENSE AND SUPPORT AGREEMENT			
Customer: [Customer Name and Address]			
Added Services:	[state "none" or list Added Services here: CxOSA, Hosting Services, Codebashing. NOTE: CxOSA and Hosting Services are only available/applicable to CxSAST]		
<p>This Term Software License and Support Agreement (the "Agreement") is made by and between the applicable Checkmarx entity identified below ("Licensor"), and the customer entity identified above ("Customer") (as defined herein, each a "Party", and collectively the "Parties").</p> <p>Accepted and Agreed as of the Effective Date between:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> <p>Licensor</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p> </td> <td style="width: 50%; vertical-align: top;"> <p>Customer</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p> </td> </tr> </table>		<p>Licensor</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>Customer</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
<p>Licensor</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>Customer</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>		

1.0 DEFINITIONS.

1.1 "Affiliate" means, with respect to a Party, any entity that, directly or indirectly, controls, is controlled by, or is under common control with such Party, and "control" means the direct or indirect possession of the power to direct or to cause the direction of the management and policies of the entity.

1.2 "Authorized Contractor" means a contractor who holds valid Named User Licenses purchased by Customer for the purpose of providing services to Customer or an Affiliate.

1.3 "Documentation" means the documentation specified in Exhibit A as updated from time to time by Licensor.

1.4 "Effective Date" means the date this Agreement is last signed by either Party.

1.5 "Fees" means the Software license fees and any applicable service fees charged by Licensor to Customer, as set forth in the Quote.

1.6 "License Term" means the term of the Software license(s) purchased by Customer, as set forth in the Quote and commencing on the Delivery Date as defined in Section 4.3. If no term is set forth in the Quote, the License Term shall mean twelve (12) months.

1.7 "License Type" means the type of licenses purchased by Customer, according to the license type definitions set out in Exhibit B.

1.8 "Quote" means a valid quotation document provided by Licensor or an authorized reseller setting out the quantity and type of products and services purchased by Customer.

1.9 "Software" means the object code form of Licensor's software programs referenced in Exhibit B for which Customer has purchased a license as set out in the Quote, and all Software updates and maintenance releases provided to Customer as part of the Software Maintenance and Support services during the License Term.

1.10 "Software Maintenance and Support" means the Software maintenance, upgrades and support services, as further described in Section 3.1 and Exhibit A.

1.11 "Term" means the term of this Agreement, as further described in Section 9.1.

2.0 GRANT OF LICENSE.

2.1 **Grant.** Subject to the terms and conditions of this Agreement and the payment of the Fees, Licensor grants to Customer a limited, non-exclusive, non-transferable, non-sublicensable (except as provided in Section 2.3), revocable license, during the License Term: (a) to use the Software and Documentation, for internal use only and subject to the License Type limitations; (b) to make a reasonable amount of copies of the Documentation required to enable the operation of the Software as authorized by this Agreement; and (c) to make a reasonable number of copies of the Software and Documentation for inactive backup and archival purposes only. The licenses granted herein do not grant any rights whatsoever to the source code of the Software.

2.2 **Restrictions.** Customer may not, and may not permit others to: (a) use the Software in excess of the License Type

restrictions and quantities of Software licenses purchased; (b) attempt to circumvent any license restrictions or License Type limitations; (c) reverse engineer, decompile, disassemble or create derivative works of the Software or Documentation; (d) attempt to derive the source code of the Software; (e) reproduce, publish, distribute, transfer, publicly display, resell, rent, lease, sublicense, loan, or lend the Software or Documentation to any third party; (f) use the Software to provide code or application scanning or audit services to a third party, or make the Software available in a service bureau or any similar commercial time-sharing arrangement; (g) transfer, assign or permit the sharing of license keys or product codes to a third party; or (h) make available to any third party any output of the Software, including benchmarking results. Additional restrictions may be set out in Exhibit B depending upon the particular Software product licensed hereunder.

2.3 Affiliates; Use by Authorized Contractors. A Customer Affiliate may purchase Software licenses by entering into an order document with Licensor or an authorized reseller that incorporates this Agreement, provided that the Customer Affiliate complies with all of the Customer's obligations set out in this Agreement. Customer shall be allowed to permit use of the Software on a Named User basis by Authorized Contractors who have a need to use the Software to fulfill contractual obligations to provide services to Customer or its Affiliates. The Software may only be used by the Authorized Contractor in accordance with the terms and conditions set out in this Agreement: (a) for the benefit of Customer or its Affiliates; and (b) to scan the code of Customer or its Affiliates. The Authorized Contractor may not use the Software for the contractor's own benefit or for the benefit of any other party. Customer shall remain responsible at all times for the use of the Software and compliance with all terms and conditions of this Agreement by its Affiliates and Authorized Contractors.

2.4 Audit and Enforcement Rights. Licensor may, at its expense and with reasonable written notice to Customer, perform a Software license audit to verify Customer's compliance with this Agreement and the number and type of licenses purchased. Any such audit shall be conducted during regular business hours at Customer's facilities and shall not unreasonably interfere with Customer's business. If an audit reveals that Customer has underpaid Fees to Company, Customer shall be responsible to pay Licensor all Fees for any unauthorized use of the Software detected during the audit. If the underpaid Fees are in excess of ten percent (10%), the Customer shall reimburse Company for all reasonable costs incurred to conduct the audit. Licensor shall have the right to conduct an audit up to one time per each twelve (12) month period during the License Term, commencing on the Effective Date, and in the event an audit reveals a material underpayment of fees, Licensor shall be permitted to conduct follow-up audits as necessary.

3.0 SUPPORT AND TRAINING.

3.1 Description of Software Maintenance and Support. Subject to Customer's payment of the Software license Fees, Licensor will provide Software maintenance, upgrades and support services during the License Term in accordance with the service level agreement attached hereto as Exhibit A.

3.2 Expiration of Service Hours. All training and other professional services hours/credits purchased by Customer must be used within six (6) months of purchase. At the end of the six (6) month period, any unused service hours/credits shall be deemed delivered to Customer.

4.0 ORDERING AND PAYMENT; ACCEPTANCE.

4.1 Ordering. Customer may purchase additional Software licenses by submitting written orders to Licensor or an authorized reseller. All orders are subject to approval by Licensor and must be subject to a valid Quote. Upon order approval, Licensor or its authorized reseller shall deliver the Software by making it available for electronic download (accompanied, as appropriate, by Software access keys) and providing download instructions via email. All approved orders are subject to this Agreement.

4.2 Payment. For orders placed with Licensor, Licensor shall deliver an invoice stating the Fees and, where applicable, sales, use, value-added or other taxes. Customer shall be responsible for the payment of all taxes and duties, however designated, which are paid or payable, based on the Fees or on Customer's use or possession of the Software under this Agreement. If Customer is required to withhold or deduct any amount from the Fees on account of taxes, Customer shall pay Licensor the additional amount necessary to ensure that the net amount received by the Licensor after withholding or deduction of such taxes is equal to the gross amount of the Fees in the absence of any such withholding or deduction. Except as otherwise provided in this Agreement, all amounts are non-refundable (save as provided in Sections 6.1 and 7.2) and are payable in U.S. Dollars unless a different currency is specified in the Quote. All Fees are billed upfront and in advance, and all invoices are due thirty (30) days from the invoice date.

4.3 Acceptance. Acceptance of the Software shall occur upon the earlier of: (a) Customer's initial download of the Software and accompanying license keys from Licensor's servers; or (b) ten (10) days after the date the email providing instructions for download was sent as set forth in Section 4.1 (the "Delivery Date").

5.0 TITLE AND OWNERSHIP; PROPRIETARY NOTICES.

5.1 By Licensor. The Software and Documentation is licensed, not sold, and Licensor retains all right, title and interest in and to the Software and Documentation, and all copies, improvements, enhancements, modifications and derivative works of the Software and Documentation, including, without limitation, all patent, copyright, trade secret, trademarks and other intellectual property rights. All express or implied rights to the Software and Documentation not specifically granted herein are expressly reserved to Licensor.

5.2 Proprietary Notices. Customer may not remove the copyright, trademark and other proprietary notices contained on or in any copy of the Software and the Documentation as delivered to Customer.

5.3 Feedback. In the event Customer provides Licensor with feedback regarding possible improvements in the operation, functionality or use of Licensor's products or services ("Feedback"), Customer hereby grants Licensor a perpetual, irrevocable,

worldwide, sub-licensable, royalty-free license to use, modify, create derivative works, distribute and otherwise exploit the Feedback without further compensation to Customer.

6.0 LIMITED WARRANTY.

6.1 Limited Software Warranty. Licensor warrants to Customer that, for a period of thirty (30) days after the Delivery Date, (the "Warranty Period"), the Software, when properly installed and used by Customer, will operate in substantial conformity with the functional specifications set out in the Documentation. If, during the Warranty Period, Customer determines that the Software does not comply with the above warranty, Customer shall provide Licensor with written notice documenting each such non-conformity. Within a reasonable time after receipt of Customer's notice, Licensor shall, at Licensor's sole discretion and as Customer's sole and exclusive remedy: (a) deliver to Customer a Workaround (as defined in [Exhibit A](#)) or correction of the non-conformity; or (b) promptly terminate this Agreement and refund the amount of license fees paid by Customer for the non-conforming Software, less a reasonable pro-rated amount reflecting any actual use of the Software by Customer prior to the date of refund.

6.2 Warranty Limitations. The limited warranty set forth above in Section 6.1 shall not apply to the extent the Software: (a) is not used in accordance with the Documentation; (b) has been modified without Licensor's express authorization; (c) fails to function due to a malfunction of Customer's equipment; or (d) fails to function because third party software and/or hardware that is not provided or approved by Licensor is incorporated, integrated, or used in connection with the Software.

6.3 Disclaimer of Warranties. WITH THE SOLE EXCEPTION OF THE LIMITED WARRANTY PROVIDED IN SECTION 6.1, ALL SOFTWARE AND DOCUMENTATION IS PROVIDED ON AN "AS IS" BASIS AND LICENSOR DISCLAIMS ALL OTHER WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE. LICENSOR EXPRESSLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. LICENSOR DOES NOT REPRESENT OR WARRANT THAT THE SOFTWARE WILL MEET THE REQUIREMENTS OF CUSTOMER, THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED AND/OR ERROR-FREE, OR THAT THE SOFTWARE WILL DETECT OR RENDER CUSTOMER'S CODE FREE FROM ALL ERRORS, VULNERABILITIES OR INTRUSIONS.

6.4 Exclusive Remedy. THIS SECTION 6 STATES CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND THE ENTIRE LIABILITY OF LICENSOR FOR BREACH OF WARRANTY.

7.0 INFRINGEMENT INDEMNIFICATION.

7.1 Indemnification. Licensor will, subject to the exclusions set out in Section 7.3, defend at its own expense any action brought against Customer by a third party to the extent that the action is based on a claim that the Software infringes any validly registered

intellectual property right, and Licensor shall pay those costs and damages finally awarded against Customer in any such action that are specifically attributable to such claim or those costs and damages which have been agreed by Licensor in a monetary settlement of such action. Licensor's indemnification obligations are expressly conditioned upon Customer giving Licensor prompt written notice of any actual or threatened claim, allowing Licensor sole control of the defense and all related settlement negotiations, providing full cooperation for the defense of same to Licensor, and not settling or negotiating a settlement of any such claim without Licensor's prior written approval.

7.2 Remedies. In the event the Software is determined to, or is believed by Licensor to, become the subject of an infringement claim, Licensor may, at its sole discretion: (a) modify the Software so that it is non-infringing; (b) replace the Software with a non-infringing Software that is functionally equivalent or superior in performance; (c) obtain a license for Customer to continue to use the Software as provided hereunder; or (d) immediately terminate the license for the allegedly infringing Software, have Customer return or destroy such Software, and refund the prorated amount of license fees paid by Customer for such Software, depreciated over the remaining duration of the License Term.

7.3 Exclusions. Licensor shall have no obligation or liability for any claim of infringement or misappropriation based on the: (a) use of the Software in combination with other materials (hardware, software or data) not provided by Licensor where infringement would not have resulted but for such combination; (b) modification of the Software by anyone other than Licensor where infringement would not have resulted but for such modification; or (c) use of the Software after non-infringing Software has been made available to Customer by Licensor.

7.4 No Additional Liability. THIS SECTION 7 STATES CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND THE ENTIRE LIABILITY OF LICENSOR WITH RESPECT TO INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS.

8.0 LIMITATION OF LIABILITY.

8.1 Limitations on Damages. EXCEPT FOR LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED AS A MATTER OF LAW, LICENSOR SHALL NOT BE LIABLE OR OBLIGATED IN ANY MANNER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST REVENUE, LOSS OF USE, REMEDIATION COSTS, EXTRA EXPENSE OR LOSS OF GOODWILL, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT PRODUCT LIABILITY OR OTHERWISE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. EXCEPT FOR LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED AS A MATTER OF LAW, THE AGGREGATE LIABILITY OF LICENSOR AND ITS LICENSORS UNDER, OR FOR BREACH OF, THIS AGREEMENT FOR ANY CAUSE WHATSOEVER, OR OTHERWISE ARISING FROM THE SOFTWARE OR CUSTOMER'S USE THEREOF, SHALL NOT EXCEED THE LICENSE FEES PAID TO LICENSOR UNDER THIS AGREEMENT

DURING THE PREVIOUS TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

8.2 Limitation of Actions. No action, regardless of form, may be brought by either Party arising out of or related to this Agreement more than twenty-four (24) months after the Party knows or should have known, acting reasonably, that a cause of action has occurred.

9.0 TERM AND TERMINATION; SURVIVAL.

9.1 Term. The term of this Agreement will begin on the Effective Date and will continue until the first anniversary for which no active Software licenses are in effect, unless this Agreement is earlier terminated in accordance with this Agreement or extended by written agreement of the Parties.

9.2 Termination. Either Party may terminate this Agreement: (a) upon fifteen (15) days written notice in the event of a material breach of this Agreement by the other Party which has not been cured after the expiration of thirty (30) days from the breaching Party's receipt of written notice of the breach; or (b) if the other Party becomes the subject of any voluntary or involuntary petition pursuant to applicable bankruptcy or insolvency laws, or request for receivership, liquidation, or composition for the benefit of creditors and such petition, request or proceeding is not dismissed within sixty (60) days of filing.

9.3 Effect of Termination. Upon termination of this Agreement: (a) all licenses and rights granted to Customer under this Agreement shall immediately terminate; and (b) Customer shall delete all unlicensed copies of the Software and Documentation, save for any inactive archival copies Customer is required to maintain for Customer's legal, regulatory or audit purposes.

9.4 Survival of Certain Provisions. The Parties' rights and obligations contained in Sections 5.0 ("Title and Ownership; Proprietary Notices"); 8.0 ("Limitation of Liability"); 9.3 ("Effect of Termination"); 10 ("Publicity"); and 11.0 ("General Provisions"); as well as any obligations to make payments of Fees or other amounts accrued or due hereunder prior to termination, shall survive any termination of this Agreement.

10.0 PUBLICITY.

10.1 Publicity. If approved in advance by Customer in writing, Licensor shall be permitted: (a) to allow Licensor to list Customer as a current customer on its website, in press releases, or other written formats; (b) to allow Licensor to issue a press release within ninety (90) days after this Agreement is signed indicating that Customer has agreed to purchase Software licenses; (c) to allow Licensor to publish a case study based on Customer's use of the Software; and (d) use Customer as a reference customer.

11.0 GENERAL PROVISIONS.

11.1 Governing Law and Venue. For Customers located in the United Kingdom, this Agreement shall be governed by and interpreted in accordance with the laws of England and Wales, excluding its choice of law rules. For such Customers, the competent courts located in London, England shall have exclusive jurisdiction with respect to any matters rising out of this Agreement.

For all other Customers, this Agreement shall be governed by New York law, and shall be deemed to have been executed and performed in the State of New York. For such Customers, disputes arising out of or relating to this Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, USA, excluding its choice of law rules and the courts in the Borough of Manhattan, New York shall have exclusive jurisdiction with respect to any matters rising out of this Agreement.

11.2 Exclusions. The United Nations Convention Relating to a Uniform Law on the International Sale of Goods, or any similar or successor convention or law, shall not apply to this Agreement. The Parties expressly agree that the Uniform Computer Information Transactions Act shall not apply to this Agreement and, to the extent that it is applicable, the parties agree to opt-out of its applicability pursuant to its provisions.

11.3 Headings and Wording. Section and/or paragraph headings used in this Agreement are for reference purposes only and shall not be used in the interpretation hereof. No provision of this Agreement shall be construed against either Party as the drafter thereof.

11.4 Assignment. This Agreement may not be assigned, delegated or transferred by Customer without Licensor's written consent, and any attempt to take such action shall be void and without effect. Licensor may assign this Agreement, or any rights or obligations found therein, to any third party including but not limited to its Affiliates, or to an entity which purchases all or substantially all of its assets, or acquires control of Licensor by reason of a merger or acquisition, sale of assets, sale of stock, or otherwise.

11.5 No Waiver. The failure of either Party to enforce at any time, or for any period of time, the provisions of this Agreement shall not be interpreted to be a waiver of such provisions or of the right of such Party to enforce each and every such provision.

11.6 Partial Invalidation. In the event that any provision of this Agreement shall be held by law, or found by a court or other tribunal of competent jurisdiction to be unenforceable, the unenforceable provision shall be severed and the remaining provisions of this Agreement shall remain in full force and effect. In such an event, Licensor and Customer agree to negotiate in good faith a substitute provision that most nearly reflects the intent of the severed provision.

11.7 Relationship of Parties. The Parties hereto are independent contractors. Nothing contained herein or done in pursuance of this Agreement shall create a principal-agent, partner, or other relationship between the Parties for any purpose or in any sense whatsoever, or create any form of joint enterprise whatsoever between the Parties.

11.8 No Third Party Beneficiaries. This Agreement is entered into solely for the benefit of Licensor and Customer. No third party shall be deemed to be a beneficiary of this Agreement, and no third party shall have the right to make any claim or assert any right under this Agreement.

11.9 Notices. All notices or demands hereunder shall be by traceable express courier service or certified or registered mail, return receipt requested, sent to the address of the receiving party, and shall be deemed complete ten (10) days after mailing. Notices

to Licensor shall be sent to the attention of: General Counsel, with a copy to cxlegal@checkmarx.com.

11.10 Force Majeure. With the exception of a Party's payment obligations, neither Party shall be held responsible for any delay or failure in performance under this Agreement to the extent such delay or failure is caused by fire, flood, strike, civil, governmental or military authority, act of God, labor conditions, earthquakes or any other cause beyond its control and without the fault or negligence of the delayed or nonperforming Party (a "**Force Majeure Event**"). The Party affected by such Force Majeure event shall take all reasonable actions to minimize the consequences of the Force Majeure event.

11.11 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be an original instrument, but all of which shall constitute one and the same agreement. Electronic signatures transmitted via fax, email or PDF copy shall be considered binding and deemed the same as an original written signature.

11.12 Restricted Parties. Customer represents and warrants that it is not a "**Restricted Party**," which shall be deemed to include any person or entity: (a) located in or a national of Iran, Lebanon, Libya, North Korea, Sudan, Syria, or any other countries subject to U.S. or Israeli embargo or trade restrictions; (a "**Prohibited Territory**") or (b) on the U.S. Department of Commerce Denied Person's List, Entity List, or Unverified List; the U.S. Department of the Treasury's list of Specially Designated Nationals and Blocked Persons; or the U.S. Department of State's List of Debarred Parties. Customer shall not distribute, transfer or permit access to any Licensor Software or Documentation to any Restricted Party or any person or entity in a Prohibited Territory without the prior, express written authorization from Licensor and, as appropriate, any relevant government agency.

11.13 United States Government Rights in Commercial Off-the-Shelf Software. The Software and Documentation constitute "commercial computer software," and "commercial computer software documentation" and "technical data" as defined in FAR Section 12.212. Consistent with the applicable provisions of the applicable federal acquisition regulations, including but not limited

to 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Software and Documentation are being licensed to U.S. Government end users only as commercial items and pursuant solely to the terms and conditions herein.

11.14 Added Services. Licensor or other third parties may make available optional Software add-ons, extensions, and plug-ins intended to enhance the functionality of the Software, or other products and services (the "**Added Services**"). Such Added Services, if purchased by Customer, are subject to additional fees and are subject to the applicable Added Services terms and conditions. See: <https://www.checkmarx.com/legal/terms/>. For clarification purposes, the term "Software" as used in this Agreement does not include Added Services. Added Services are not available for all Software products.

11.15 Entire Agreement. This Agreement, including any Exhibits and Quotes incorporated by reference, constitute the entire agreement between Licensor and Customer, and any and all written or oral agreements relating to the license of Licensor's Software existing between Licensor and Customer, including but not limited to any Software evaluation licenses, are expressly terminated as of the Effective Date. Customer acknowledges that it is not entering into this Agreement on the basis of, and has not relied on, any representations not expressly contained in this Agreement. The provisions of this Agreement shall prevail over any additional or conflicting provisions in any purchase order, acceptance notice or other document issued by Customer, which shall be void and of no effect.

11.16 Amendment. This Agreement may only be modified or supplemented by a written document executed by an authorized representative of each Party.

11.17 Contracting Entity. For Customers located in the United States of America, "Licensor" is defined as Checkmarx, Inc. For Customers located in the United Kingdom, "Licensor" is defined as Checkmarx UK Ltd. For other Customers, "Licensor" is defined as Checkmarx Ltd. unless otherwise specified in the Quote.



EXHIBIT A
Software Maintenance, Upgrades and Support

Subject to Customer's payment of applicable fees, Licensor will provide the following software maintenance, upgrades and support services ("**Software Maintenance and Support**") for the Checkmarx software licensed by Customer (the "**Software**") during the term set out in the Quote.

Definitions

"**Business Day**" means (Customer's local time): 9am - 5pm, during any business day which is not a holiday.

"**Documentation**" means the Software documentation located at: <https://checkmarx.atlassian.net/wiki/spaces/KC/overview>.

"**Error**" means a failure of the Software to operate in material compliance with the Documentation.

"**Workaround**" means a patch, hotfix, temporary error correction or change in operating procedure allowing Customer to continue to use the Software.

Support Requests

Customers entitled to Software Maintenance and Support services may submit support requests 24 hours per day, 7 days per week via email or telephone. Priority 1 support requests should be submitted via email and telephone.

Email	support@checkmarx.com
Telephone	See: https://www.checkmarx.com/contact-us

Upon receipt of a Customer support request containing an Error report, Licensor shall acknowledge the request within the Initial Response Time set out in the below table, according to priority classification.

Priority / Description	Initial Response Time	Next Steps
Priority 1 (Critical): the Software is not functioning.	4 hours	Licensor and Customer will commit the necessary resources until a Workaround or reduction in the severity of the Error is achieved.
Priority 2 (Severe impact): major functions of the Software are disabled or unavailable. The Software is partially inoperative, but some features are still usable by Customer.	6 hours	Licensor and Customer will commit resources during normal business hours until a Workaround is achieved or a specific action plan for how Licensor will address the Error is provided to Customer.
Priority 3 (Minor Impact): the Software is usable and the problem consists of inconvenience or minor failures involving individual components of the Software. Errors in the Documentation.	2 Business Days	Licensor shall commit resources to address the Error at Licensor's discretion.

Additional Terms

- Maintenance releases are updated versions of the Software which are provided to Customers entitled to receive Software Maintenance and Support services, Maintenance releases are provided upon general availability of the release. Such releases are subject to the terms and conditions set out in the underlying license agreement governing Customer's use of the Software.
- Customer shall designate an individual to serve as the primary point of contact for Customer's support requests.
- Licensor is not responsible for issues arising outside of the Software, including but not limited to: database issues, system interfaces, or unsupported third party hardware or software. Licensor is not responsible for issues arising from misuse of the Software, unauthorized modifications of the Software, or use of the Software in a manner other than described in the Documentation.
- Customer is required to provide Licensor with reasonably requested cooperation and assistance. Licensor shall not be responsible for failure to meet its service level obligations to the extent caused by Customer's failure to provide reasonable support and assistance to Licensor.
- All Software Maintenance and Support is provided remotely unless otherwise agreed by the Parties. Remote support shall be provided via WebEx or other mutually agreed means. If Customer requires the use of specific remote connectivity software, it is Customer's responsibility to make the software available.
- It is Customer's responsibility to designate the priority level classification when submitting the initial support request. The final priority classification shall be determined by Licensor based on the criteria set out above.
- Software Maintenance and Support is provided for the current version of the Software and the most recent previous version. Customer acknowledges that some Resolutions (defined above) may require Customer to update the Software to the current version.

EXHIBIT B
License Types and Restrictions

The License Types and additional license rights and restrictions set forth below are in addition to those set forth in Section 2.0 (“Grant of License”) of the Agreement and apply to the specified Software product licensed by Customer as set out below.

Applies to CxSAST:

License Types:

1. **“Node Locked”** means the Software is licensed to install, run and use on a single computer.
2. **“Named User”** means a license is tied to a specific individual named user so that the Software may only be used by that individual named user. A user who uses one of the Software user interfaces (i.e., web interface, IDE plugin, etc.) must be provisioned as a Named User. Any individual who consumes scan data extracted from the Software to review, track, or fix vulnerabilities (i.e., reports generated by the Software, exported scan data) must be provisioned as a Named User. Review of report summaries: (a) by Customer management personnel or (b) for audit purposes, shall not be deemed to consume a Named User license where such users are not using the report summaries to remediate vulnerabilities detected by the Software.
3. A **“Project Based”** license means the licensed Software may be used to scan a single named Project during the license term, where the term “Project” is defined as a single codebase which is maintained over time, and used to build a particular named software module or application.
4. **“Integration License”** means the purchased integration may be used during the term of any active Software license purchased by Customer.

Additional License Restrictions:

In addition to the restrictions set out in Section 2.2 of the Agreement, Customer may not: (1) provide access to the Software to any individual who does not hold a valid Named User License; or (2) distribute the output generated by the Software in violation of the Named User restrictions set out above.

License Transfer Rights:

1. Customer may transfer Named User licenses when an existing Named User resigns, is terminated or permanently no longer requires access to the Software. Such transfer is conditioned upon Customer promptly revoking the credentials of the individual who is no longer an authorized Named User and properly credentialing the individual who is the replacement authorized Named User.
2. Customer may transfer a Node Locked software license to a different machine a reasonable number of times by: (a) sending a written license transfer request to Licensor; (b) obtaining a new license key (HID) from Licensor, which is required to activate the software on the new machine; and (c) promptly deleting the previously installed software upon transfer of the software to the new machine.
3. Licensor reserves the right to limit license transfers if such activity is excessive or constitutes abuse, as determined by Licensor in its reasonable discretion.

Applies to CxIAST:

License Types:

1. **“Node Locked”** means the Software is licensed to install, run and use on a single computer. The server component of the CxIAST Software is Node Locked. Agent components of the CxIAST Software are not Node Locked.
2. An **“Application Based”** license means the licensed Software may be used to scan a single Application during the license term, where the term “Application” is defined as a single executable component of a software application. For clarification purposes, the following are considered as a single Application for licensing purposes: (a) multiple identical copies of a single executable on different instances; and (b) multiple versions of the same Application.

License Transfer Rights:

1. Customer may transfer a Node Locked software license to a different machine a reasonable number of times by: (a) sending a written license transfer request to Licensor; (b) obtaining a new license key from Licensor, which is required to activate the software on the new machine; and (c) promptly deleting the previously installed software upon transfer of the software to the new machine.
2. Licensor reserves the right to limit license transfers if such activity is excessive or constitutes abuse, as determined by Licensor in its reasonable discretion.