

VERACODE END USER ASSESSMENT AGREEMENT

Vers. 4.2/April 2018

THIS AGREEMENT (THE "**AGREEMENT**") IS ENTERED INTO BETWEEN THE CUSTOMER ENTITY IDENTIFIED ON AN ORDER FORM REFERENCING THIS AGREEMENT ("**CUSTOMER**") AND VERACODE, INC., A DELAWARE CORPORATION WITH OFFICES AT 65 NETWORK DRIVE, BURLINGTON, MASSACHUSETTS 01803 ("**VERACODE**") RELATING TO THE VERACODE SOLUTION. BY CUSTOMER CLICKING THROUGH THIS AGREEMENT ELECTRONICALLY OR THE PARTIES EXECUTING A WRITTEN ORDER FORM REFERENCING THIS AGREEMENT, CUSTOMER AND VERACODE MUTUALLY AGREE TO BE BOUND BY THE TERMS AND CONDITIONS HEREOF. EACH ORDER FORM SHALL BE EITHER AN ORDER FORM OR STATEMENT OF WORK IN A FORM PROVIDED BY VERACODE AND MUTUALLY AGREED TO AND ENTERED INTO BY CUSTOMER AND VERACODE (EITHER ELECTRONICALLY OR IN WRITING AS PROVIDED ABOVE) PROVIDED THAT IF CUSTOMER PURCHASES THE SOLUTION THROUGH A VERACODE AUTHORIZED PARTNER, THE ORDER FORM SHALL BE THE ORDER FORM ENTERED INTO BETWEEN VERACODE AND THE AUTHORIZED PARTNER FOR CUSTOMER'S USE (EACH AN "**ORDER FORM**"). If Customer wishes to order Solution(s), the parties shall enter into one or more Order Forms, each of which shall be deemed to be incorporated herein by reference. Each Order Form shall specify, as applicable, the particular Solution(s) ordered (including a description thereof), the quantity of Solution(s) ordered, the Licensed Entity, the fees for the Solution(s) and the term of the Order Form. A Customer Affiliate may enter into an Order Form pursuant to this Agreement and, in such case, by entering into the Order Form, the Affiliate agrees to be bound by the terms and conditions of this Agreement with respect to such Order Form and such Affiliate shall be considered to be the Customer, as such term is used herein, with respect to such Order Form. Customer shall be responsible for the compliance of its Affiliates with the terms and conditions of this Agreement.

1. 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 Customer Application or Third Party Application, as set forth in the applicable Order Form, and defined as follows: "**Customer Application(s)**" shall mean (i) an Application owned by Customer and/or its Affiliates (provided that the Application may contain third party software components licensed by Customer and/or its Affiliates) or (ii) a web Application owned by a Third Party but licensed by Customer for internal use and installed on a Customer owned or controlled system ("**Customer System**") which is made available to Veracode for Assessment by Customer on such Customer System. "**Third Party Application(s)**" mean an Application owned and developed by a Third Party which is (i) licensed by Customer for internal use or being evaluated by Customer for potential licensing; and (ii) is not a Customer Application. "**Assessment**", "**Assess**", "**Assesses**" or "**Assessed**" shall mean the analysis performed by Veracode on an Application as part of a Veracode Solution. "**Authorized Recipient**" shall have the meaning set forth in Section 2.2 hereof. "**Customer Data**" shall mean any data, information or content (excluding the Applications and any Assessment results thereof) provided by Customer 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 Customer 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 Customer and its Affiliates. "**Solution(s)**" shall mean the particular Veracode's security related solution(s) to be provided by Veracode to Customer 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 Customer's use of Solutions which is provided by Veracode to Customer to be installed at a customer 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 Customer Application (**Customer 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 Customer Application or Third Party Application to be Assessed by Veracode and with respect to which Customer 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 Customer via the Solution Platform. **Users** shall have the meaning set forth in Section 2.1.1 hereof. **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. Customer will identify a primary administrative username and password that will be used to set up Customer's account. Customer may use the administrative user name and password to create subaccounts for its employee, contractor and consultant users (**Users**), each of which shall have unique login IDs and passwords. Customer shall be responsible for the acts or omissions of any of its Users who access the Solution using passwords or access procedures provided to or created by Customer. Veracode reserves the right to refuse registration of, or to cancel, login IDs of any Users who violate the terms of this Agreement. Customer agrees to notify Veracode promptly upon learning of any unauthorized use of Customer's accounts or any other breach of security related to the Solution(s) and Veracode may temporarily suspend such accounts to mitigate the effects of any security event.

2.1.2 Applications – Access. Customer shall be responsible for making available each Customer Application for which Customer requests an Assessment. Each Third Party Application for which Customer 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. Customer 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. Customer agrees not to provide any health, payment card or similarly sensitive personal information that imposes specific data security obligations for the processing of such data part unless it is a supported feature in the Documentation of the applicable Solution.

2.1.3 Other Obligations. Veracode is responsible for maintaining back-ups of the Solution Output which is stored on the Solution Platform. Customer 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 Customer's systems or any data processed or stored on the Customer'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 Customer 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 Customer'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 Customer by Veracode subject to the terms of Section 3.3 hereof; and (iv) at Customer's option, make available (by accepting an electronic prompt provided via the Solution Platform) the summary results of an Assessment of a Customer Application to one or more other specified Veracode customers selected by Customer (each an "**Authorized Recipient**"). If Customer elects to make available the summary results of an Assessment to an Authorized Recipient as provided for in this Section 2.2, then Customer grants Veracode the right to transmit and disclose such summary Report to the Authorized Recipient. Customer 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, Customer's use of the Solution pursuant to a particular Order Form shall be limited to use by the Licensed Entity specified in such Order Form and, to the extent applicable, Customer 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, Customer shall use the On-Site Software solely at a Customer owned or controlled site. Customer 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, Customer 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 Customer 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, this Agreement shall govern with respect to all Solutions made available to Customer, 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 that the parties mutually agree to add such an offering to the scope of this Agreement, Customer and Veracode may agree to additional or different terms and conditions applicable to such offering either in an Order Form or by entering into an addendum or an amendment to this Agreement. 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 Customer Applications. Customer 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 Customer 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 Customer, the identity of any Third Party or a particular Application or link Customer 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 Customer Application. Except as expressly licensed herein, Customer and its Affiliates (and/or their licensors) shall retain all right, title and/or interest to

the Customer Applications and Customer 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. Customer 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 Customer, 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 Customer with a summary version of the Third Party Report relating to such Third Party Application. Customer grants Veracode the limited right to use Customer's name in Veracode's communications to Third Parties and/or Customer's vendors who are identified by Customer for such purpose solely in connection with Veracode's performance of the Solution.

3.3 Solution Output.

3.3.1 Customer Reports. For each Customer Application Assessed by Veracode as part of the Solution, Veracode will make available to Customer a Customer 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, Customer will own all right, title and interest to each Customer Report. Veracode grants Customer a non-exclusive, non-transferable, perpetual, worldwide license to access, use and reproduce the Veracode Property (including the Veracode trademarks) included in each Customer Report as incorporated into the Customer Report solely for Customer's and its Affiliates' internal use. Notwithstanding the foregoing, Customer shall have the right to disclose the Veracode Property (including the Veracode trademarks) solely as incorporated into the Customer 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 Customer 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 Customer as provided for herein, Veracode shall make available to Customer 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. Customer 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. Customer 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 Customer'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, Customer shall own all right, title and interest to the Document Output. Veracode hereby grants Customer a non-exclusive, non-transferable, perpetual, worldwide license to access, use and reproduce any Veracode Property contained in the Document Output solely for Customer's and its Affiliates' use in connection with their use of the Document Output.

4. Confidentiality and Customer 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, customer and suppliers and (i) with regard to Customer, Customer Data, the Customer Applications, debug

builds and information regarding the specific security vulnerabilities of the Customer Applications and, subject to Veracode's ownership of the Veracode Property, the Customer 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 Customer 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 customers which is similar to that provided to Customer.

4.2 Customer Data. Customer shall ensure that it has the right to disclose Customer Data, if any, that may be provided by Customer to Veracode for the purpose of enabling Veracode to perform its obligations under this Agreement. Customer grants Veracode the right to use the Customer Data solely on Customer'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 Customer Confidential Information in compliance with any applicable data protection and privacy laws to protect the confidentiality, integrity and availability of Customer 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 Customer 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 Customer Data and Customer Confidential Information consistent with 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 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 Customer 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 Customer'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, such service provider or subcontractor will possess a level of security and data protection equal to Veracode and Veracode shall be responsible for such service providers and subcontractors in accordance with the terms of this Agreement.

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

5. **Veracode's Solution Representations and Warranties; Disclaimer.** Veracode represents and warrants that the Solution provided to Customer will be provided as described in the applicable Order Form, by qualified personnel in a professional manner, and will comply in all material respects with the applicable Documentation. In order to state a claim for breach of the foregoing warranty, Customer 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 date of performance of the part a particular Assessment or delivery of a Report with respect to an Assessment) specifying the details of such non-compliance. If Customer timely provides Veracode with the required notice, as Customer's sole and exclusive remedy and Veracode's sole and exclusive liability for breach of warranty, 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.

6. **Intellectual Property Matters and Indemnity.**

6.1 Veracode Indemnity. Veracode shall defend, indemnify and hold Customer 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 Customer 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) Customer's unauthorized use of the Solution; or (b) any Applications or any Customer Data used in combination with the Solution if the claim would not have arisen but for such combination.

6.2 Customer Indemnity. Customer shall defend, indemnify and hold Veracode 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 Veracode indemnified parties arising out of any third party claim that Customer and/or its Affiliates (i) are not the owner or licensee of each Customer Application and any Customer Data or (ii) do not have the right, title and/or interest to grant the license rights provided for herein and to submit and make available to Veracode each Customer Application and any Customer Data for the purposes of allowing Veracode to provide the Solution and produce the Solution Output.

6.3 Indemnity Process. The indemnifying party shall conduct and control the defense and settlement of any such claim; provided that the indemnified party shall have the right to provide for its separate defense at its own expense. The indemnified party shall give prompt notice of any claim for which indemnity is sought and shall cooperate in defending against such claims at the indemnifying party'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 CUSTOMER 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 Customer'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.

8. **Use of Trademarks and Publicity.** Neither party shall have the right to use the other party's name, logo, trademark or other proprietary marks in connection with this Agreement, except as expressly authorized in writing by the other party.

9. **Term and Termination.**

9.1 Term and Termination of Agreement. This Agreement shall 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, except that an Order Form may be terminated (in whole but not in part) by a party solely if the other party fails to cure a material breach of such Order Form, or of this Agreement as it relates to such Order Form, within thirty (30) days after receiving written notice of the breach from the non-breaching party.

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 Customer Application within sixty (60) days following the availability of the Report related thereto or earlier if requested by Customer and (ii) all copies of the results of the Assessments of each Customer Application (excluding the Statistical Data) and all associated documentation and related materials provided by Customer within sixty (60) days following any termination or expiration of this Agreement or earlier if requested by Customer; and upon request, Veracode shall confirm such destruction in writing. Upon the expiration or termination of any Order Form granting Customer access to On-Site Software, Customer 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 Customer's request, Veracode shall furnish Customer with a certificate of insurance providing evidence of its insurance coverages.

10.2 Governing Law. This Agreement will be governed by, and construed in accordance with, the internal laws of Massachusetts, without regard to its conflict of laws principles. The United Nations Convention on

Contracts for the International Sale of Goods does not apply to the transactions contemplated by this Agreement. The Uniform Computer Information Transactions Act (“**UCITA**”) will not apply to this Agreement regardless of when and howsoever adopted, enacted and further amended under the governing state laws.

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.

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; provided, however that either party may assign this Agreement, without the other party’s consent, in whole (but not in part) to a successor in interest to the business of such party in connection with a merger, sale of substantially all of its assets, change of control or by operation of law, or to an Affiliate, provided that (i) the assignee agrees to assume the obligations under this Agreement in writing and has adequate resources to meet its obligations hereunder; (ii) the assignment shall not change the scope of work to be performed under any Order Form then in effect ; and (iii) the assignee is not a competitor of the non-assigning party. The terms of this Agreement shall be binding upon the permitted successors and assigns of each party. Veracode may use subcontractors in connection with the performance of the Solution provided that Veracode shall be responsible for the acts and omissions of its subcontractors to the same extent as Veracode would be responsible hereunder for its own acts and omissions.

10.6 General. The terms and conditions of this Agreement supersede all previous agreements, proposals or representations related to the subject matter hereof. This Agreement shall govern with respect to Customer’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) and shall apply to all Order Forms and forms of purchases, whether submitted through electronic transmissions or otherwise, unless otherwise agreed by both parties in writing. Unless the Order Form expressly amends this Agreement and except as otherwise expressly provided herein, the terms and conditions of this Agreement shall take precedence over any conflicting terms in the Order Form. Any waiver, amendment, or modification of any right or remedy, in whole or in part under this Agreement, or any additional or different terms in purchase orders, acknowledgments or other documents other than the Order Form, will not be effective unless expressly agreed to by both parties in writing or electronic form. Notices shall be submitted in writing to the address set forth in the Order Form. The exchange of a signature by electronic means shall be sufficient to bind the parties to this Agreement or to any Order Form.