



## PUBLIC SECTOR SELF-HOSTED LICENSE TERMS

THESE PUBLIC SECTOR SELF-HOSTED LICENSE TERMS (“**LICENSE**”) APPLY ONLY IF THE CUSTOMER IS AN EXECUTIVE AGENCY OR DEPARTMENT OF THE U.S. FEDERAL, STATE, OR LOCAL GOVERNMENT (“**GOVERNMENT ENTITY**”). THIS LICENSE SHALL BE INCORPORATED IN ANY ORDER ISSUED BY SUCH CUSTOMER.

When the end user is an instrumentality of the U.S. government, this agreement is a contract with the U.S. Government and becomes effective when signed by the contractor and the GSA Contracting Officer as an addendum to the Contract. If this is an ID/IQ contract or Schedule Contract, ordering activities placing orders against the Schedule or ID/IQ contract are subject to this agreement as a term of the contract. This agreement shall bind the government, subject to federal law. This agreement shall not operate to bind a government employee or person acting on behalf of the government in his or her personal capacity.

Pursuant to a separate transaction between the customer entity (“**Customer**”) and Ignyte Platform Inc. dba Ignyte Assurance Platform’s (“**Ignyte**”) authorized reseller (“**Reseller**”), Customer has purchased from Reseller certain products or services to be delivered by Ignyte. This License specifies the terms and conditions under which those products or services will be provided by Ignyte, apart from price, payment, and other terms specified in the separate agreement between Customer and Reseller.

This License includes the General Terms and Conditions, the Exhibit A – Self-Hosted Software Guide attached (which includes Exhibit A.1 – Self-Hosted Customer Support Policy and Exhibit A.2 – Upgrades and Updates), the Ignyte’s Terms of Use, and any other terms expressly referenced herein, all of which are expressly incorporated in this License by this reference. References to an agreement between Ignyte and Customer shall mean the Ordering Form or Reseller Order (as defined below) executed between the Customer and Reseller, or Ignyte and Reseller, respectively, and as appropriate based on context.

### GENERAL TERMS AND CONDITIONS

#### 1. DEFINITIONS

**1.1** “**Claim**” means any third-party suit, claim, action, or demand.

**1.2** “**Confidential Information**” means: **(1)** Ignyte Core Technology (which is Ignyte’s Confidential Information); **(2)** Customer Data and Customer Technology (which is Customer’s Confidential Information); **(3)** any of a party’s information that, due to the nature of the information or circumstances of disclosure, the receiving party should reasonably understand it to be confidential and **(4)** to the extent permitted by Law, the specific terms of this License, and any amendment or attachment (which will be deemed Confidential Information of both parties). Confidential Information excludes any information that: **(a)** is or becomes generally publicly known without fault or breach by receiving party; **(b)** that receiving party obtains (rightfully and without restriction on use or disclosure) from a third party entitled to make the disclosure; or **(c)** that is independently developed by receiving party without using disclosing party’s Confidential Information.

**1.3** “**Customer Data**” means electronic data pertaining to Customer or its agents, employees, or contractors, and processed using the Software, excluding Ignyte Core Technology.

**1.4** “**Customer Technology**” means software, methodologies, templates, business processes, documentation, or other material originally authored, invented, or otherwise created by or for Customer (but not by or for Ignyte) from using or for use with the Software, excluding Ignyte Core Technology.

**1.5** “**Deliverable**” means anything created for Customer in performance of Professional Services other than Newly Created IP.

**1.6** “**Documentation**” means the then-current Ignyte documentation for the Software. Documentation includes solely technical program or interface documentation, user manuals, operating instructions, and release notes, as updated from time to time by Ignyte.

**1.7** “**IPR**” means all intellectual property or other proprietary rights worldwide, including patents, copyrights, trademarks, moral rights, trade secrets, and any other intellectual or industrial property, including registrations, applications, renewals, and extensions of such rights.

**1.8** “**Law**” means any applicable law, rule, statute, decree, decision, order, regulation, and judgment of any government authority (federal, state, local, or international) having jurisdiction.

**1.9** “**License Term**” means the period of authorized license to the Software, as set forth in an Ordering Form.

**1.10** “**Newly Created IP**” means IPR in the inventions or works of authorship that are made by Ignyte specifically for Customer in the course of performing Professional Services for Customer that are expressly identified as “Newly Created IP” in an SOW, excluding Ignyte Core Technology.

**1.11 “Ordering Form”** means a written agreement entered into solely between Reseller and Customer specifying the Ignyte Software and Professional Services that Customer has purchased, along with the term and scope thereof, subject to this License. An Ordering Form is not binding on Ignyte.

**1.12 “Product Overview”** means Ignyte’s published description of its products and the functionality of such products, solely to the extent attached to or expressly referenced in the Ordering Form.

**1.13 “Professional Services”** means any consulting, development, or educational services provided by or for Ignyte pursuant to an agreed SOW or Service Description.

**1.14 “Reseller Order”** means the supporting order executed by Ignyte and Reseller or Ignyte’s authorized distributor, as applicable, specifying the Ignyte Software or Professional Services that Customer has purchased.

**1.15 “Service Description”** means the written description for a packaged Professional Service, attached to or referenced in an Ordering Form.

**1.16 “Ignyte Core Technology”** means: **(1)** the Software, Documentation, and technology and methodologies (including products, software tools, hardware designs, algorithms, templates, software (in source and object forms), architecture, class libraries, objects, and documentation) created by or for, or licensed to, Ignyte; and **(2)** updates, upgrades, improvements, configurations, extensions, and derivative works of the foregoing and related documentation.

**1.17 “Software”** means the Ignyte software offering ordered by Customer under an Ordering Form.

**1.18 “SOW”** means a statement of work or work order that describes scoped Professional Services by and between Ignyte and Reseller or Ignyte’s authorized distributor, as applicable.

## **2. IGYTE RESPONSIBILITIES**

**2.1 PROVISION OF THE SOFTWARE; COMPLIANCE WITH LAWS.** During the License Term, Ignyte will: **(1)** provide the Software to Customer pursuant to Section 3 of this License; **(2)** provide Customer Support, Upgrades and Updates as described in the Self-Hosted Software Guide (“SHSG”); and **(3)** provide the Software in accordance with all Laws applicable to Ignyte’s provision of the Software and Professional Services to its general customer base (*i.e.*, without regard to Customer’s particular use of the Software or Laws specific to Customer and its industry not otherwise applicable to Ignyte).

## **3. LICENSE GRANT; RESTRICTIONS; PROFESSIONAL SERVICES**

**3.1 LICENSE GRANT.** For each License Term, Ignyte grants the license in this Section 3 to the Ignyte Core Technology described in the applicable Ordering Form.

**3.1.1. SOFTWARE.** Ignyte grants Customer a limited, personal, worldwide, non-sublicensable, non-transferrable (except as set forth in Section 11.1 (Assignment)), non-exclusive license during the License Term to install and execute Software on machines operated by or for Customer solely to permit Customer to access, use and make a reasonable number of copies (including for reasonable backup and archival purposes) of the Software and Documentation for its internal business purposes. On termination of this License or expiration of the License Term, Customer must immediately cease using the Software, and must delete all copies of the Software. The Software may include code that is licensed under third-party license agreements, including open source made available or provided with the Software.

**3.2 RESTRICTIONS.** With respect to the Ignyte Core Technology, Customer will not (and will not permit others to): **(1)** use it in excess of contractual usage limits (including as set forth in the Ordering Form), or in a manner that circumvents use limits or technological access control measures; **(2)** license, sub-license, sell, re-sell, rent, lease, transfer, distribute, time share, or otherwise make any of it available for access by third-parties, except as may otherwise be expressly stated herein or in a Ordering Form; **(3)** access it for purposes of developing or operating products or services for third-parties in competition with the Ignyte Core Technology; **(4)** disassemble, reverse engineer, or decompile it; **(5)** copy, create derivative works based on, or otherwise modify it, except as may be otherwise expressly stated in these herein; **(6)** remove or modify a copyright or other proprietary rights notice in it; **(7)** use it in violation of Law (including those applicable to collection and processing of Customer Data through the Software); **(8)** use it to reproduce, distribute, display, transmit, or use material protected by copyright or other IPR (including the rights of publicity) without first obtaining the owner’s permission; **(9)** use it to create, use, send, store, or run viruses or other harmful computer code, files, scripts, agents, or other programs, or otherwise engage in a malicious act or disrupt its security, integrity, or operation; or **(10)** use, access, or disable any Ignyte or third-party data, software, or network (other than Customer’s instance of the Software). Customer will notify Ignyte at legal@igniteplatform.com 30 days before it engages in any of the foregoing acts that it believes it may be entitled to and provide reasonably requested information to allow Ignyte to assess Customer’s claim. Ignyte may, in its discretion, provide alternatives that reduce adverse impacts on Ignyte’s IPR or other rights.

**3.3 PROVISION OF PROFESSIONAL SERVICES.** Customer and Reseller may enter into one or more SOWs or Ordering

Forms which may incorporate one or more Service Descriptions for the provision of Professional Services by Ignyte. Such SOWs and Service Descriptions are subject to the terms in this License and the Ordering Form.

#### **4. ORDERING**

**4.1 RESELLER ORDERS.** Customer shall order and purchase the license to the Software and any Professional Services directly from Reseller pursuant to a separate agreement between Customer and Reseller which specifies price, payment, and other commercial terms reflected in an Ordering Form. Ignyte is not a party to the Ordering Form but will provide the purchased Software or Professional Services pursuant to a Reseller Order and this License. Reseller is not authorized to make any changes to this License or bind Ignyte to any additional or different terms or conditions, except as Ignyte may expressly agree in writing in a Reseller Order or any agreed SOW attached thereto. Subsequent or additional orders for Ignyte Software or Professional Services may be placed by Customer through Reseller. If Ignyte or Reseller determines that Customer has exceeded its permitted license rights under the Use Verification Section of the SHSG or this License, Ignyte or Reseller will notify Customer, and Customer will within 30 days, either: **(1)** disable any unpermitted use, or **(2)** purchase additional Software licenses commensurate with Customer's actual use. If Customer fails to regain compliance within such thirty (30) day period, Customer will stop using the Software, and Ignyte and Reseller shall have all rights and remedies available under Federal Tort Claims Act or Contract Disputes Act.

#### **5. INTELLECTUAL PROPERTY**

**5.1 IGYNTE OWNERSHIP.** As between the parties, Ignyte and its licensors exclusively own all right, title, and interest in and to all IPR in the Ignyte Core Technology, notwithstanding anything in an Ordering Form or other documents purportedly to the contrary. Except for the access and use rights, and licenses expressly granted in Section 3, Ignyte, on behalf of itself and its licensors, reserves all rights in the Ignyte Core Technology and does not grant Customer any rights except those expressly set forth herein. Any Ignyte Core Technology delivered to Customer, or to which Customer is given access has been licensed, not sold, even if, for convenience, Ignyte or Reseller makes reference to words such as "sale" or "purchase" in the applicable Ordering Form or other documents.

**5.2 CUSTOMER OWNERSHIP.** As between the parties, Customer and its licensors will retain all right, title, and interest in and to all IPR in Customer Data and Customer Technology. Customer grants to Ignyte a royalty-free, fully-paid, non-exclusive, non-transferrable (except under Section 11.1 ("**Assignment**")), worldwide right to use Customer Data and Customer Technology solely to provide and support the Ignyte Software and Professional Service.

**5.3 FEEDBACK.** If Customer provides suggestions, proposals, ideas, recommendations, or other feedback regarding improvements to the Software or Professional Services (collectively, "**Feedback**") Customer grants to Ignyte a royalty-free, fully paid, sub-licensable, transferable (notwithstanding Section 11.1), non-exclusive, irrevocable, perpetual, worldwide right and license to use, license, and commercialize Feedback (including by incorporation of such Feedback into Ignyte Core Technology) without restriction.

**5.4 PROFESSIONAL SERVICES.** Subject to this Section 5.4, Ignyte assigns (and in the future is deemed to have assigned) to Customer any Newly Created IP upon receipt of payment in full to Ignyte under the SOW that specifies the creation of Newly Created IP. If any Ignyte Core Technology is incorporated into a Deliverable, Ignyte grants to Customer a non-exclusive, royalty-free, non-transferable (except under Section 11.1), non-sublicensable worldwide license to use such Ignyte Core Technology in connection with the use of Software under this License during the applicable License Term. Nothing in this License may be construed to limit Ignyte's right to perform (and to assign employees or contractors to perform) similar Professional Services for any other party or to use any information incidentally retained in the unaided memories of its employees providing Professional Services.

#### **6. WARRANTIES; DISCLAIMER OF WARRANTIES**

**6.1 IGYNTE WARRANTIES.** Ignyte warrants that: **(1)** for a period of ninety (90) days after Ignyte makes the Software available to Customer it will materially conform to the Product Overview; and **(2)** Professional Services will be performed in a competent and workmanlike manner in accordance with accepted industry standards and practices and all material requirements in the applicable SOW or Service Description.

##### **6.2 REMEDIES.**

**6.2.1. SOFTWARE.** If any non-conformity to the Product Overview (excluding any non-conformity **(i)** caused by a modification to the Software made by Customer or a third-party acting at Customer's direction, or **(ii)** to Software that has not been properly installed or used at all times in accordance with the instructions in the SHSG), persists without relief more than 30 days after Customer's notice to the Reseller of the non-conformity, then upon Ignyte's timely receipt of such notice from Reseller, Customer may terminate the licenses to the affected Software immediately, and Ignyte will refund to Reseller

any prepaid subscription fees covering the remainder of the applicable License Term for the non-conforming Software after the date of termination, whereupon Customer may submit to Reseller a claim for refund of any amounts paid for the same.

**6.2.2. PROFESSIONAL SERVICES.** If within 30 days after performance of any non-conforming Professional Services Customer notifies Reseller of a breach then, Ignyte at its option will, as Customer's exclusive remedy either use commercially reasonable efforts to re-perform the Professional Services in conformance with the material requirements of the applicable SOW or Service Description or, with Customer's consent, terminate the affected Professional Services and refund to Reseller any amounts paid for the nonconforming Professional Services, whereupon Customer may submit to Reseller a claim for refund of any amounts paid for the same.

**6.3 DISCLAIMER.** Except for the warranties expressly stated in this Section 6, to the maximum extent allowed by Law, Ignyte disclaims all warranties of any kind (express, implied, statutory, or otherwise, oral or written, including warranties of merchantability, accuracy, title, non-infringement, or fitness for a particular purpose, and any warranties arising from usage of trade, course of dealing, or course of performance). Without limiting the above, Ignyte does not warrant that the Software: (1) will meet the requirements of Customer or others; or (2) will be accurate or operate without interruption or error; or (3) is designed for any purpose requiring fail-safe performance for which failure could result in death, personal injury or severe physical, property, or environmental damage.

## **7. CONFIDENTIAL INFORMATION**

**7.1 RIGHTS AND OBLIGATIONS.** To the extent permitted by law, the recipient of Confidential Information will: (1) at all times protect it from unauthorized disclosure with the same degree of care that it uses to protect its own confidential information, and in no event less than reasonable care; and (2) not use it except to the extent necessary to exercise rights and obligations under the Ordering Form or this License. Each party will limit the disclosure of the other's Confidential Information to those of its employees and contractors with a need to know such Confidential Information to exercise its rights and obligations under the Ordering Form and this License, and then only to employees and contractors subject to binding disclosure and use restrictions at least as protective as those in this License. Each party's obligations under this Section 7 will remain in effect during, and for 3 years after termination of this License. Receiving party will, at disclosing party's request, return all originals, copies, reproductions, and summaries of Confidential Information and other tangible materials and devices provided to receiving party as Confidential Information, or at disclosing party's option, certify destruction of the same. Notwithstanding anything in this agreement to the contrary, the government may retain such Confidential Information as required by law, regulation or its bona fide internal document retention procedures for legal, regulatory or compliance purposes; provided, however, that such retained Confidential Information will continue to be subject to the confidentiality obligations of this agreement.

**7.2 THIRD PARTY REQUESTS.** This License will not prevent receiving party from disclosing the other party's Confidential Information to a court, or governmental body pursuant to a valid court order, Law, subpoena, or regulation, but only if receiving party: (1) gives prompt notice (or the maximum notice permitted under Law) before making the disclosure, unless prohibited by Law; (2) to the extent permitted by law, reasonably assists disclosing party, at disclosing party's cost, in its lawful efforts to resist or limit such disclosure; and (3) discloses only that portion of disclosing party's Confidential Information that is legally required to be disclosed.

## **8. INDEMNIFICATION**

### **8.1 BY IGNYTE.**

**8.1.1. OBLIGATION.** (a) If a third party claims that Ignyte Core Technology used in accordance with this License infringes any IPR of any unaffiliated third-party ("IPR Claim"), or (b) Ignyte personnel when onsite at Customer's premises caused death, bodily harm, or damage to tangible personal property due to their negligence or willful misconduct, Ignyte will indemnify the Customer against liability, at Ignyte's expense and pay all costs, damages, and attorney's fees that a court finally awards or that are included in a settlement approved by Ignyte, provided that the Customer: (1) Promptly notifies Ignyte in writing of the claim; and (2) Gives Ignyte such opportunity as is offered by applicable laws, rules or regulations to participate in the defense thereof. The Customer shall make every effort to permit Ignyte to fully participate in the defense and/or in any settlement of such claim. However, Ignyte understands that such participation will be under the control of the Department of Justice.

**8.1.2. MITIGATION.** In connection with any IPR Claim, Ignyte will consult with Customer to determine if the Department of Justice will be involved in mitigation. Further, Ignyte may: (1) contest the Claim; (2) obtain claimant's permission for Customer's continued use of the applicable Software or Ignyte Core Technology; (3) replace Customer's access to or use of the applicable Software or Ignyte Core Technology with substantially similar functionality that avoids the Claim;

or, **(4)** if Ignyte determines the foregoing clauses (1), (2), and (3) are commercially impracticable, with consent from Customer, terminate Customer's license to and use of the affected Software on 60-days' prior notice, whereupon Customer may submit to Reseller a claim for a refund of any prepaid license fees covering that part of the applicable LicenseTerm for such Software remaining after the effective date of termination.

**8.1.3. LIMITATIONS.** Notwithstanding the above, Ignyte has no obligation or liability for any Claim under Section 8.1.1(1)(a) to the extent arising from: **(1)** use of any Ignyte Core Technology not expressly authorized under this License, to the extent the Claim would have been avoided without such use; **(2)** Customer Data or Customer Technology; or use of Ignyte Core Technology: **(a)** in violation of Law; **(b)** after termination under Section 8.1.2(4); or **(4)** modification to the Ignyte Core Technology to Customer's specifications or by anyone other than Ignyte or its contractors, or if combined with anything not provided by Ignyte, if the Claim would have been avoided but for such modifications or combinations.

**8.2 CUSTOMER WARRANTY.** Customer warrants that: **(1)** Customer Data, **(2)** Customer Technology, and **(3)** a modification to any Ignyte Core Technology made to Customer's specifications or otherwise made by or on behalf of Customer by any person other than Ignyte or a person acting at Ignyte's direction (but only if the Claim would have been avoided by use of the unmodified Ignyte Core Technology), does not infringe any IPR, or violates any third-party privacy rights.

**8.3 DISPUTES.** Recourse against the United States for any alleged breach of this agreement must be made under the terms of the Federal Tort Claims Act or as a dispute under the contract disputes clause (Contract Disputes Act) as applicable. While a dispute is pending Ignyte shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

## 9. LIMITATION OF LIABILITY

**9.1 LIMITED LIABILITY.** Ignyte shall have no liability for any refund that, in accordance with this License, is to be paid by Reseller. To the extent permitted by Law, Ignyte's total, cumulative liability arising out of or related to this License and the Software and Professional Services provided under it and the Ordering Form, whether based on contract, tort (including negligence), or any other legal or equitable theory, will be limited to the amounts received for the Software or the provision of Professional Services giving rise to the claim during the 12-month period preceding the first event giving rise to liability. Multiple claims will not enlarge this limit.

**9.2 EXCLUDED DAMAGES.** To the extent permitted by Law, neither Ignyte nor Customer will be liable to the other or any third party for lost profits (direct or indirect), for loss of use or data, or for any incidental, consequential, punitive, special, or exemplary damages (including damage to business, reputation, or goodwill), or indirect damages of any type however caused, whether by breach of warranty, breach of contract, in tort (including negligence), or any other legal or equitable cause of action, even if such party has been advised of such damages in advance or if such damages were foreseeable.

**9.3 APPLICABILITY.** The limits in Section 9.1 and exclusions in Section 9.2 do not apply to the following: **(1)** obligations to pay for Software, Professional Services, or taxes; **(2)** obligations to pay third parties under Section 8; **(3)** IPR infringement, or **(4)** an action in tort, separate or distinct from a cause of action for breach of this License, for the party's gross negligence or willful misconduct. If software is licensed to an instrumentality of the U.S. Government, any taxes to be paid by the Customer as end user will be submitted to the Contracting Officer for adjudication.

## 10. TERM AND TERMINATION

**10.1 GENERALLY.** The License Term for the Software shall begin on the term start date and continue until the term end date indicated in the Reseller Order. Professional Services are separately ordered from the Software and are not required for use of the Software. A party's breach of its Professional Services obligations will not by itself constitute a breach by that party of its Software obligations, even if the services are enumerated in the same Ordering Form.

**10.2 SOFTWARE.** On termination of an Ordering Form, Reseller Order, or expiration of a License Term, Customer will stop using, and destroy (with certification to Ignyte) all copies of the Software and all related rights granted to Customer in this License shall terminate immediately, automatically, and without notice. Customer will, within 30 days after the effective date of termination by Customer for Ignyte's breach, submit to Reseller a claim for refund for any prepaid fees paid to Reseller covering that part of the License Term for the affected Software, if any, remaining after the effective date of termination.

**10.3 SURVIVAL.** Sections 3.2 (Restrictions), 5 (Intellectual Property), 6 (Warranties; Disclaimer of Warranties) (solely in accordance with its terms), 7 (Confidential Information) through 9 (Limitation of Liability), 10 (Term and Termination) (solely in accordance with its terms), and 11 (General Provisions), together with any other terms required for their construction or enforcement, will survive termination or expiration of this License.

## 11. GENERAL PROVISIONS

**11.1** ASSIGNMENT. Neither party may assign or novate its rights or obligations under these License Terms, by operation of law or otherwise (collectively, “**Assign**”), without the other party’s prior written consent. When the end user is an instrumentality of the U.S. Government, assignment of government contracts without the government’s prior approval is prohibited by statute, except for assignment of payment to a financial institution. Any attempted or purported Assignment in violation of this Section 11.1 is null and void. Subject to the foregoing, this License bind and inure to the benefit of the parties, their respective successors, and permitted assigns.

**11.2** EXPORT. The Software is subject to U.S. and international laws, restrictions, and regulations that may govern the import, export, and use of the Software (“Export Laws”). Customer agrees to comply with Export Laws that apply to Customer’s use of the Software. Without limiting the foregoing, Customer agrees it will not: **(1)** export, re-export, transfer, or otherwise use the Software in any country subject to an embargo or other sanctions by the U.S. (currently including Cuba, Iran, North Korea, and Syria,); **(2)** export, re-export, or transfer, either directly or indirectly, to a person or entity barred by the applicable Export Laws from participating in export activities; and **(3)** use the Software for any purpose prohibited by Export Laws, including the design, development, or production of nuclear, chemical, or biological weapons, or rocket systems, space launch vehicles, sounding rockets, or unmanned air vehicle systems.

**11.3** US GOVERNMENT RIGHTS. The Software and Professional Services are commercial items, and any software therein is commercial computer software (per Federal Acquisition Regulation (“**FAR**” 12.211 and 12.212 and Department of Defense FAR Supplement (“**DFARS**”) 227.7202, as applicable). Government Customers shall only have those rights in technical data, computer software, and computer software documentation (collectively, “**data**”) set forth in this License except that Department of Defense Customers may acquire additional rights in technical data pursuant to DFARS 252.227-7015(b). This provision applies in lieu of any FAR, DFARS, or other data rights clause or provision.

**11.4** FORCE MAJEURE. Ignyte is not, and may not be construed to be, in breach of this License if performance is prohibited or delayed by acts outside of Ignyte’s reasonable control, including strikes, lock-outs, or other industrial disputes, or government action; failure of Internet connectivity or backbone or other telecommunications failures, in each case outside of Ignyte’s local network; fire, flood, natural disaster, extreme adverse weather, or other acts of God (each a “**Force Majeure Event**”). Ignyte will use reasonable efforts to mitigate the effects of such Force Majeure Event.

**11.5** WAIVER; AMENDMENT. Failure by Ignyte to enforce any part of this License will not be deemed a waiver of future enforcement of that or any other provision. Only written waivers signed by an authorized representative of the waiving party are effective.

**11.6** SEVERABILITY. If any term of this License is held invalid, unenforceable, or void by a court of competent jurisdiction, it will be enforced to the maximum extent permissible, and it will be deemed amended or replaced by a valid and enforceable term matching the intent of the original language as closely as possible.

**11.7** LAW; JURISDICTION AND VENUE. If Customer is the U.S. Government, this License shall be subject to the laws of the United States. Venue, jurisdiction and statute of limitations for any disputes are determined by the applicable federal statute (federal tort claims act, contract disputes act, etc.). If Customer is a state or local government entity, this License shall be subject to the laws of the state in which Customer is located, and in the event of a dispute arising from or in relation to this License, the parties consent to the exclusive jurisdiction of, and venue in, a court of competent jurisdiction within such state. Otherwise, to the extent permitted by law, this License shall be governed by, and construed in accordance with the Laws of Delaware, without regard to its conflict of laws principles. To the extent permitted by applicable Law, the United Nations Convention on Contracts for the International Sale of Goods shall not apply.

**11.8** CONSTRUCTION. Ignyte may provide Software only in the English language, unless otherwise agreed in writing. The parties have expressly requested that this License and all related documents be drafted in English. Section headings are for convenience only and are not to be used in interpreting this License. This License will be interpreted fairly and in accordance with its terms and without any strict construction in favor of or against any party. URLs are understood to also refer to successor URLs, URLs for localized content, and information or resources linked from within the websites at such URLs.

**11.9** ENTIRETY; EXECUTION. This License **(1)** is the parties’ entire agreement regarding its subject and supersedes all prior or contemporaneous oral or written agreements, representations, understandings, undertakings, negotiations, letters of intent, and proposals, with respect to that subject; and **(2)** excludes any other terms Customer seeks to impose or incorporate or that may be implied by trade, custom, practice, or course of dealing. Customer has not relied on any statement, promise, or representation not expressly included in this License, including related to any possible future functionality that Ignyte may provide or offer.

## Exhibit A - SELF-HOSTED SOFTWARE GUIDE

### 1. SUPPORT

During the License Term, Ignyte will provide support for the Software as set forth in the then-current **Self-Hosted Customer Support Policy**, the current version of which is attached to this Self-Hosted Software Guide as Exhibit A.1. The Self-Hosted Customer Support Policy may be updated periodically.

### 2. UPGRADES

Ignyte determines whether and when to develop and release any Upgrade or Update, as defined in the then-current **Upgrades and Updates** exhibit, the current version of which is attached to this Self-Hosted Software Guide as Exhibit A.2. The Upgrades and Updates exhibit may be updated periodically.

### 3. CUSTOMER RESPONSIBILITIES

#### 3.1 CONTAINERIZED DEPLOYMENT.

Customer is responsible for installing and maintaining the container platform infrastructure. Customer may review Ignyte's standard installation instructions and configuration details provided by Ignyte at time of deployment.

#### 3.2 APPLICATION SERVER.

Customer is responsible for installing and maintaining the operating system on the application server. Customer may review Ignyte's standard installation instructions and configuration details for the Software on the application server provided by Ignyte at time of deployment.

#### 3.3 DATABASE SERVER.

Customer is responsible for installing and maintaining the operating system on the database server. Customer may review Ignyte's standard installation instructions and configuration details for the database provided by Ignyte at time of deployment.

#### 3.4 MAINTENANCE, SECURITY, BACKUP, AND DISASTER RECOVERY.

Customer shall be responsible for all maintenance, security, backup, and disaster recovery, including:

- Providing and maintaining all hardware necessary to deploy and operate the Software, including all vendor maintenance contracts and future hardware upgrades.
- Logical and physical security for all server and network components.
- Designing and maintaining data backup, restoration, and disaster recovery processes.
- Maintaining the database and operating system, including vulnerability and maintenance patching.
- Maintaining compliance with the **Upgrades and Updates Exhibit A.2**.
- Any failover activities and/or processes to execute a failover in a disaster recovery scenario.

#### 3.5 USE VERIFICATION.

Ignyte may review Customer's use of the Software and on Ignyte's written request, Customer will provide reasonable assistance to verify Customer's compliance with its authorized use of the Software under the Agreement, including:

- Providing Ignyte remote access or on-site access to Customer's instance of the Software solely for the purpose of reviewing usage data; and
- Uploading usage data into a support ticket in the Support Portal (as defined below) to securely transfer usage data to Ignyte.

If Ignyte determines that Customer has exceeded its permitted use of the Software, Ignyte will notify Customer and within 30 days thereafter Customer shall either: **(a)** disable any unpermitted use, or **(b)** purchase additional Software licenses commensurate with Customer's actual use.

**EXHIBIT A.1 - SELF-HOSTED CUSTOMER SUPPORT POLICY**

This Self-Hosted Customer Support Policy governs the support that Ignyte will provide for its Software (“Customer Support”).

**1. DEPENDENCIES**

- 1.1 CONFIGURATION.** To facilitate Ignyte’s ability to assist Customer as described in this Self-Hosted Customer Support Policy, Customer is required to directly work with Ignyte’s core team to follow the software configuration.
- 1.2 REMOTE ACCESS.** To facilitate Ignyte’s ability to assist Customer as described in this Self-Hosted Customer Support Policy, Customer must provide Ignyte with remote access to the Software, including via a desktop sharing application.

**2. SCOPE**

Ignyte provides general guidance with respect to the Customer Support activities for the Ignyte Software, as outlined in Section 8 (Customer Support Activities and Responsibility) below. Customer Support does not include performing the following services:

- infrastructure planning and deployment;
- implementation services;
- configuration services;
- integration services;
- customization services or other custom software development;
- training; or
- assistance with administrative functions.

**3. BUSINESS HOURS**

Customer Support Portal is available 24 hours a day, 7 days a week, including all holidays.

**4. ACCESS CONTACTS**

Ignyte’s Customer Support portal (“Support Portal”) is located at <https://ignyteplatform.freshdesk.com/support/home/>. Customer may get login access to the Support Portal by contacting its Ignyte administrator. Ignyte’s Customer Support may be reached by email at [support@ignyteplatform.com](mailto:support@ignyteplatform.com).

**5. INCIDENT PRIORITY**

Incident priority for a defect is determined using the guidelines below.

Priority	Definition
P1	Any defect that causes an instance not to be available.
P2	Any defect that causes a critical function to fail.
P3	Any defect that significantly impedes work or progress.
P4	Any defect that does not significantly impede work or progress.



## 6. RESPONSE TIMES

Customer may submit an incident with Ignyte via the Support Portal or phone. Response times are not affected by the manner of contact. All support requests are tracked in the Support Portal and can be viewed by Customer’s authorized contacts. Ignyte will use reasonable efforts to meet the target response times stated in the table below.

Priority	Target Response Times
P1	2 hours
P2	8 hours
P3	2 business day
P4	N/A

## 7. CUSTOMER RESPONSIBILITIES

Customer’s obligations with respect to Customer Support are as follows:

**7.1** Customer will receive from Ignyte communications via email, phone, or through the Support Portal regarding the Software.

**7.2** Customer will appoint a reasonable number of contacts (“**Customer Authorized Contacts**”) to engage Customer Support for questions and technical issues.

**7.2.1.** Customer must maintain the following Customer Authorized Contacts:

- Primary Business Contact;
- Secondary Business Contact;
- Technical Contacts: Database Administrator, Network Administrator, Data Center Administrator, and Application Server Administrator;
- Support Contact;
- Primary Customer Administrator; and
- Security Contact.

**7.2.2.** Customer will maintain current information for all Customer Authorized Contacts in the Support Portal.

**7.2.3.** Only Customer Authorized Contacts will contact Customer Support.

**7.2.4.** Customer will train all Customer Authorized Contacts on the use and administration of the Software.

**7.2.5.** Customer will provide an appropriate resource to work with Ignyte technicians as needed when there are logged incidents.

**7.3** Customer is solely responsible for the use of the Software by its users.

**7.4** Customer must purchase the services of a Ignyte support account manager.

## 8. CUSTOMER SUPPORT ACTIVITIES AND RESPONSIBILITIES

**8.1** The responsibilities of Customer and Ignyte with respect to the Customer Support activities described in the table below are as follows:

**8.2** “**Customer**” designation means the activity is the sole responsibility of the Customer. Ignyte may provide assistance for the activity pursuant to an agreed upon Statement of Work for Professional Services. Additional fees apply for Professional Services.

**8.3** “**IGN**” designation means the activity is the sole responsibility of Ignyte.

**8.4** “**IGN Assisted**” designation means the activity is primarily Customer’s responsibility with Ignyte providing assistance to Customer, as reasonably feasible, and as set forth in Section 1.2 (Remote Access). Ignyte’s assistance is confined to creating an incident, addressing high level Customer questions, providing links to self-help resources, collecting data, and analyzing logs (if feasible).

**8.5** No service level agreements apply to the Software.

Any activities not specifically described below are the sole responsibility of the Customer.

Activity	IGN-Hosted	Self-Hosted
<b>Planning</b>		
Capacity Sizing	IGN	Customer
Deployment Design	IGN	Customer
Hardware Acquisition	IGN	Customer
<b>Deployment</b>		
Hardware & Operating System Deployment	IGN	Customer
Containerization Platform	IGN	Customer
Virtualization	N/A	Customer
Load Balancer	IGN	Customer
Database Setup	IGN	IGN Assisted
Instances Deployment	IGN	IGN Assisted
Integration with Single Sign-on, Email, etc.	IGN	IGN Assisted
High Availability Build-Out	IGN	Customer
Disaster Recovery Build-Out	IGN	Customer
<b>Operations</b>		
Instance Cloning	IGN	IGN Assisted
Backup/Restore	IGN	Customer
Application Upgrade	IGN	IGN Assisted
Operating System Upgrade	IGN	Customer
Database Upgrade	IGN	Customer
3 <sup>rd</sup> Party Software Bill of Material (SBOM) Dependencies Updates	IGN	IGN Assisted
<b>Monitoring</b>		
Infrastructure Monitoring	IGN	Customer
Application Monitoring	IGN	Customer
<b>Application Troubleshooting</b>		
Review Application Properties	IGN	IGN Assisted
Semaphores, Connections Settings	IGN	IGN
<b>Infrastructure Troubleshooting</b>		
Review Kubernetes Pod and/or Server Resources	IGN	Customer
Review Network Environment	IGN	Customer
Review Operating System Configuration	IGN	Customer
<b>DB Troubleshooting</b>		
Review Database Configuration	IGN	IGN Assisted
Review Memory Settings	IGN	IGN Assisted
Performance	IGN	IGN Assisted

Remainder of page intentionally left blank

## EXHIBIT A.2 - UPGRADES AND UPDATES

**“Upgrades”** are new Release Families applied to Customer’s instances of the Software at no additional fee during the License Term. A **“Release Family”** is a complete solution with new features or enhancements to the Software, including previously released Updates, if applicable. **“Updates”** are Ignyte’s releases (including patches and hotfixes) of the Software applied to Customer’s instances of the Software at no additional fee during the License Term that provide problem fixes or other changes, but do not generally include new functionality. Ignyte has the discretion to provide new functionality either: **(a)** as an Upgrade, or **(b)** as different software or service for a separate fee. Ignyte determines whether and when to develop, release, and apply any Upgrade or Update to Customer’s instances of the Software.

Ignyte shall use reasonable efforts to give Customer 30 days’ prior notice of any Upgrade to the Software. Ignyte shall use reasonable efforts to give Customer 10 days’ prior notice of any Update. Notwithstanding the foregoing, Ignyte may provide Customer with a shorter or no notice period of an Upgrade or Update if, in the reasonable judgment of Ignyte it is necessary to: **(i)** maintain the availability, security, or performance of the Software; **(ii)** comply with Law; or **(iii)** avoid infringement or misappropriation of any third-party Intellectual Property Right. Ignyte is not responsible for defects on any instance of the Software not in conformance with this Exhibit A.2 - Upgrades and Updates.

Remainder of page intentionally left blank