

## HAYSTACK SOLUTIONS, INC.

### License and Service Terms

These License and Service Terms are a part of the Agreement (as defined below) between Haystack Solutions, Inc., a Delaware corporation, ("HSI"), and the client ("Client") agreeing hereto.

**1. Definitions.** Capitalized terms used and not otherwise defined in this Agreement shall have the following respective meanings:

**a. "Agreement"** means, collectively, these License and Service Terms and all Orders, exhibits, schedules, and appendices with respect hereto, each as amended from time to time.

**b. "Documentation"** means written information (whether contained in user or technical manuals, training materials, specifications or otherwise, and whether in paper, electronic or other written form) regarding the Service or Other Services that is provided by HSI to Client online or in any other manner.

**c. "Effective Date"** means the effective date of the first Order.

**d. "Order"** means an order form, purchase order, sales agreement, statement of work or similar document, whether in paper or electronic (including online) form, referring to these License and Service Terms and provided by HSI pursuant to which Client orders the Service, and including any amendments or additions thereto accepted in writing by the parties from time to time.

**e. "Other Services"** means technical, end user or Test Taker support services, error correction services, professional services, consulting services, employment recruiting services or any other services other than the Service.

**f. "Service"** means, collectively, the HSI tests or testing service(s) listed on an Order and any related Updates, Service Software and Documentation.

**g. "Service Software"** means software, apps or the like, if any, provided by HSI for installation by Client to allow Client to access or use the Service and any related Documentation.

**h. "Test"** means any test included in the Service.

**i. "Test Taker"** means any individual authorized to take a Test.

**j. "Updates"** means any upgrades, updates, error corrections or modified versions to or of the Service provided to Client by HSI.

**2. License.** During the term of this Agreement, and subject to the terms and conditions of this Agreement including without limitation full payment of all amounts owed by Client to HSI hereunder, HSI grants to Client a nonexclusive and nontransferable license to use the Service and to allow Test Takers to take Tests, in each case solely for Client's internal business purposes. This license shall be limited (i) as specified in any Order, including without limitation with respect to the number or type of Tests, Test Takers or hires, as applicable, and (ii) to the use of the Service for the purpose of assisting Client with assessing a Test Taker's aptitude or suitability for employment or employment-related training, positions or responsibilities in the cyber field. Test Takers must be, at the time of taking the Test, either (a) personnel within Client's organization or (b) candidates for hiring by Client.

**3. Other Services and Updates.**

**a.** The Service does not include any Other Services. HSI shall not be required to provide any Other Services, except as otherwise expressly set forth on an Order.

**b.** HSI is not required to provide Updates. HSI may in its discretion provide Updates at any time that supplement or replace prior versions of the Service.

**4. Certain Limitations and Obligations.**

**a.** Except as otherwise expressly provided in this Agreement, Client shall have no right to, and Client specifically agrees not to: (i) transfer, assign or sublicense, whether by agreement, operation of law, or otherwise, its license rights or

other rights and obligations under this Agreement to any other person or entity, and Client acknowledges that any such attempted transfer, assignment or sublicense shall be void; (ii) make error corrections to or otherwise modify, change, or adapt the Service, or create derivative works or enhancements based upon or to the Service, or permit third parties to do the same; (iii) decompile, decrypt, reverse engineer, attempt to obtain or modify the source code of, or disassemble any Service Software or otherwise reduce any Service Software to human-readable form, or permit third parties to do the same; (iv) permit third parties (other than authorized Test Takers that are outside of Client's organization as contemplated by clause (b) of Section 2) to use or have access to the Service; (v) use or permit use of the Service to publish, post, upload, store or transmit any computer viruses or other malicious code; (vi) use or permit use of any security testing tools to probe, scan or attempt to penetrate or ascertain the security of the Service; (vii) use or permit use of the Service for the performance of services for third parties; or (viii) make or permit to be made any copies or duplicates, in electronic or tangible form, of all or any portion of any Test (including any screen shot), Service Software or Documentation. Client agrees to maintain and reproduce all copyright and other proprietary notices on all copies, in any form, of the Service and Documentation in the same form and manner that such copyright and other proprietary notices are included thereon. Client shall promptly install any Updates and Service Software provided by HSI for installation.

**b.** Client agrees to maintain and protect the confidentiality of all Service passwords and credentials. Client shall comply with HSI's user password, credential, registration and authentication policies made known to Client and protocols as in effect from time to time. Client is responsible for all acts or omissions occurring under its account, including without limitation acts or omissions attributable to Test Takers. Client will promptly report in writing to HSI any lost or stolen passwords or credentials or any unauthorized activity occurring under its account.

**c.** Client shall comply with all applicable laws and regulations, and shall not violate any person's intellectual property, personal information, confidentiality or other rights in connection with the use of, or otherwise in relation to, the Service. Without limiting the generality of the foregoing, with respect to any Test Taker information or other information input into the Service or otherwise provided by Client to HSI, Client represents and warrants to HSI that Client has full authority to so provide such information and that such provision of information does not violate or infringe upon any law or regulation, any agreement or instrument of which Client is aware or the rights of any third party.

**d.** Client shall indemnify and hold harmless HSI and its affiliates, suppliers and licensors from and against any and all losses, damages, expenses and liabilities, including reasonable legal fees and expenses, incurred as a result of any actual or threatened claim by a Test Taker or third party arising directly or indirectly from Client's or a Test Taker's use of or inability to use the Service or from any breach of this Agreement by Client.

**e.** HSI may require Test Takers or other end users of the Service to accept HSI's end user privacy policy or terms of use (collectively, the "End User Terms") as a condition to use.

**f.** Notwithstanding anything to the contrary in this Agreement, HSI may monitor, and collect data or information relating to, Client's use of the Service, including Test results or other data or information associated with a Test Taker, for the purposes of confirming Client's compliance with this Agreement, monitoring performance of or improving the Service or for any other purpose. Notwithstanding anything to the contrary in this Agreement, HSI may contact and interact directly with Test Takers in connection with the administration of Tests or other use of the Service or Other Services by Test Takers or for any other purpose.

**5. Proprietary Rights.** Client agrees that the Service, including without limitation the Tests, screen shots and user interfaces, are considered proprietary information, trade secrets

or copyrighted materials and Confidential Information of HSI. The Service may also include proprietary information or other information or property owned by third parties and licensed to HSI for use or distribution as contemplated hereby. Title to and ownership of the Service and all rights therein shall, as between HSI and Client, be the exclusive property of HSI. Client acknowledges and agrees that all Updates, Documentation and other deliverables in connection with the Service or Other Services, whether or not paid for or reimbursed by Client, and whether or not developed in conjunction with or using Client's employees, agents, ideas, property or facilities, shall be the exclusive property of HSI or its affiliates, suppliers or licensors. Notwithstanding anything to the contrary in this Agreement, HSI or its affiliates own and retain the right to collect, use, aggregate or disclose, in each case in any manner, any data or information, including Test results, that is (i) aggregated and anonymized, (ii) collected by HSI as permitted by this Agreement, provided that (a) any specific data or information that is personally identifiable to a particular Test Taker may not, without the consent of such Test Taker, be disclosed under this clause (ii) to any third party except as set forth in clause (i) or (ii) of Section 6 or in the End User Terms and (b) any specific data or information that is identifiable to Client may not, without the consent of Client, be disclosed under this clause (ii) to any third party except as set forth in clause (i) or (ii) of Section 6, or (iii) not Confidential Information of Client.

6. **Confidentiality.** Any information of a party that is either (a) reasonably identified in writing by such party to the other party as confidential or proprietary or (b) that should be understood by the other party to be of a confidential or proprietary nature (collectively, "**Confidential Information**") constitutes the first party's proprietary and confidential information. Without limiting the generality of the foregoing, the Tests, Service Software, Service screen shots, Service user interfaces, and Documentation constitute the Confidential Information of HSI, and the terms of an Order and any proposals or discussions, written or verbal, by or between the parties relating to this Agreement constitute the Confidential Information of each party. Each party hereto agrees that it shall not disclose Confidential Information of the other party hereto to any third party or use such Confidential Information for any purpose other than its intended purpose hereunder; provided, however, that (i) subject to any other restrictions contained in this Agreement, a party may disclose Confidential Information of the other party to the first party's affiliates, representatives, advisors and consultants in connection with their performance of services for or on behalf of such first party or the other party, provided that such first party shall be jointly and severally responsible for any disclosure or use by any such affiliate, representative, advisor or consultant not permitted by the terms hereof, and (ii) a party may make any disclosure that such party reasonably believes is required by law or regulation if the disclosing party notifies the other party in advance of such disclosure and takes reasonable steps to minimize such disclosure and allows the other party to do the same, or in connection with any court proceeding relating to this Agreement. Because the unauthorized use, transfer or dissemination of any Confidential Information may substantially diminish its value and irreparably harm a party, if the other party breaches this Section 6, the first party shall, without limiting its other rights or remedies, be entitled to equitable relief, including but not limited to injunctive relief, without the necessity of posting any bond.

**7. Intellectual Property Liability.**

a. HSI shall defend or, at its option, settle, any claim or proceeding brought against Client by a third party based on or alleging that the Service infringes any patent, copyright, or other intellectual property right of any third party, and HSI shall indemnify Client against all costs, damages and expenses finally

awarded against Client that result from any such claim or proceeding; provided that HSI shall have no liability hereunder unless Client notifies HSI promptly in writing of any such claim or proceeding, gives HSI full and complete authority, information and assistance to defend such claim or proceeding, and gives HSI sole control of the defense of any such claim or proceeding and all negotiations for its compromise or settlement.

b. If the Service becomes or in HSI's opinion is reasonably likely to become the subject of an actual or threatened claim of infringement, or if any license granted to HSI by a third party with respect to any aspect of the Service terminates or in HSI's opinion is reasonably likely to terminate for any reason, HSI shall, at HSI's option and expense, (i) procure for Client the right to continue using the Service on the terms set forth in this Agreement, (ii) replace or modify the Service with a noninfringing version of substantially equivalent function and performance, or (iii) terminate this Agreement and refund to Client a pro rata portion of the Service fees previously paid based on the unused portion of the Service.

c. The provisions of this Section 7 are in lieu of all other obligations, and state the sole, exclusive and entire liability of HSI and its affiliates, suppliers and licensors, and the sole, exclusive and entire remedy of Client, with respect to any actual or alleged patent, copyright, or other intellectual property infringement with respect to the Service or actual or prospective termination of a license as set forth in Section 7(b).

8. **Limitations of Liability.**

a. Neither HSI nor its affiliates, suppliers or licensors shall have any liability or obligation to Client for any actual or alleged infringement, indemnification claim, or other claim or damages, under Section 7 hereof or otherwise, to the extent based upon or attributable to (i) the combination or interfacing of the Service with any software or other product(s) or service(s) not provided or approved in writing by HSI (including in the Documentation), (ii) the alteration, repair or maintenance of Service Software, except by HSI, (iii) Client's failure to use any Update or to cease use of any prior version of the Service, (iv) any installation, operation or use of the Service in a manner not in compliance with this Agreement or the Documentation, or any other breach of this Agreement by Client, (v) computer viruses or other malicious code or (vi) any third party.

b. As between the parties, Client and not HSI is solely responsible for interpreting Test results and for any hiring, placement or other decisions relating to any Test Taker, including without limitation any assessment as to whether a Test Taker possesses any particular skills or aptitude or is qualified for any particular employment or other position, training or responsibilities. Neither HSI nor its affiliates, suppliers or licensors shall have any liability for or relating to any such interpretation, decision or assessment, even if HSI provides Documentation, advice, guidance or Other Services relating thereto.

c. Any time schedules provided by HSI for the commencement or completion of any Service or Other Services are estimates only and are subject to change.

d. HSI does not warrant that use of the Service will be uninterrupted or error-free and does not make any other warranties regarding the Service or Other Services. Without limiting the generality of the foregoing, Client acknowledges that the Service may at times be unavailable as a result of scheduled or unscheduled maintenance and that factors outside of HSI's control, such as internet congestion and network latency, can impact the availability or performance of the Service. The Service and any Other Services are provided "AS IS," and all express or implied conditions, representations and warranties with respect to the Service, Other Services or any other matter relating to this Agreement, including without limitation any implied warranty or condition of merchantability, fitness for a particular purpose,

non-infringement, satisfactory quality or arising from a course of dealing, usage, or trade practice, are, to the full extent allowed by applicable law, hereby excluded and expressly disclaimed by HSI and its affiliates, suppliers and licensors. Except in the case of willful breach of this Agreement by HSI, in no event will HSI or its affiliates, suppliers or licensors be liable for any lost revenue or profit, lost or damaged data, or for special, indirect, consequential, incidental, or punitive damages however caused and regardless of the theory of liability or whether arising out of Client's use of or inability to use the Service, Other Services or otherwise, and even if Client or HSI or its affiliates, suppliers or licensors have been advised of the possibility of such damages. Except in the case of a willful breach of this Agreement by HSI, the aggregate liability of HSI and its affiliates, suppliers and licensors under or related to this Agreement, whether in contract, tort (including negligence), or otherwise, shall be limited to the aggregate amount of the fees actually received by HSI from Client pursuant to this Agreement during the 12-month period prior to the event giving rise to the claim.

9. **Third Party Service Providers.** The Service (other than Service Software provided by HSI for installation by Client to allow Client to access or use the Service, if any) will be hosted by HSI or its designee(s). Client acknowledges and agrees that (i) Client, including Test Takers, will be required to access the Service remotely via an internet connection or otherwise through services provided by a third party service provider, and Client and not HSI is responsible for such access, and (ii) HSI shall not be responsible for nor have any liability or obligation with respect to any disruption to, failure of, or failure to access the Service attributable to Client or any third party service provider, including without limitation any interruption or failure of telecommunications or digital transmissions links, internet slow-downs or failures, or the slow-down or failure of any other service provided by a third party service provider. Certain aspects of the Service are currently hosted by Amazon Web Services ("AWS"), and Client agrees that Client is subject to, and agrees to comply with and not cause HSI to be in breach of, any applicable terms of service, privacy policy, or other terms or policies of AWS or any other third party service providers engaged by HSI to provide or host any aspect of the Service that are provided or made available to Client at any time, and any amendments thereto, including without limitation the AWS Client Agreement (currently available at [aws.amazon.com/agreement/](https://aws.amazon.com/agreement/)) and any terms or policies referred to and made available therein, and the AWS Service Terms (currently available at [aws.amazon.com/serviceterms/](https://aws.amazon.com/serviceterms/)) and any terms or policies referred to and made available therein.

10. **Export.** The Service or elements thereof may be subject to U.S. export control laws, including the U.S. Export Administration Act and its associated regulations, or export or import laws in other countries. Client agrees to comply with such laws and agrees not to import, export or reexport any element of the Service, including any Service Software, in violation of any law. Client agrees that it will not use or install, or allow use or installation, of any aspect of the Service in any respect by any person or in any country that is on an applicable U.S. sanctions or embargo list.

**11. Fees and Payments.**

a. The fees for the Service and any Other Services are set forth in the applicable Order(s). Unless otherwise set forth in an Order or herein, all amounts are due and payable within 30 days following the invoice date. HSI reserves the right, as a non-exclusive remedy, to suspend use and provision of the Service and Other Services if charges to Client remain unpaid after 45 days from invoice receipt and to charge late fees (not to exceed 2% per month) for any overdue amounts (in each case, other than charges disputed reasonably and in good faith). The parties shall use good faith and reasonable efforts to resolve

promptly any billing disputes. Any unpaid disputed charges that are later determined (by court order, settlement, or otherwise) to be owed shall be paid within five (5) days following such determination.

b. Fees, rates and costs stated in an Order are valid only for that Order. Estimated or projected fees or costs are estimates only and are not fixed or capped at such amounts.

c. Unless otherwise expressly stated in an Order, Service fees for subscription periods are payable annually in advance, and fees for Other Services are payable monthly in arrears.

d. For purposes of computing the number of Tests taken, each Test that a Test Taker begins, whether or not completed, counts as one Test. For purposes of computing the number of hires, each person hired, whether directly or indirectly through an intermediary or by an affiliated company, whether as an employee, contractor or otherwise, whether an existing employee transitioning to a new position or a new employee, and irrespective of their position or term of service, counts as one hire.

e. All invoices and payments shall be in U.S. dollars. Payments shall be made without offset or deduction of any kind. Payments are nonrefundable except as otherwise expressly set forth in this Agreement.

f. Client shall reimburse HSI for all pre-approved reimbursable expenses relating to Other Services (if any) as incurred.

g. All fees and other amounts payable pursuant hereto are exclusive of all excise, sales, use and property taxes and all import, export, withholding or other taxes, tariffs, duties and fees, all of which, other than taxes on HSI's net income, shall be paid and borne by Client or, if HSI remits any such amount, shall be reimbursed by Client as incurred.

**12. Term and Termination.** The term of this Agreement shall commence on the Effective Date and continue until such time as no Orders remain in effect. For any Order providing for a specified subscription period, and unless otherwise set forth in the Order, the term of the Order shall automatically renew for ongoing one (1)-year terms unless either party provides written notice of nonrenewal at least 30 days prior to the expiration of the then-current term. Notwithstanding anything to the contrary in this Agreement, unless otherwise set forth in an Order or unless a different rate is set forth in a notice given by HSI to Client at least 45 days prior to commencement of the applicable automatic renewal term, the Service fee for each such automatic renewal term shall be the greater of the rate in effect for the prior period or HSI's then-current standard rate for the type and level of Service purchased by Client. At any time, either party may terminate this Agreement immediately upon written notice if the other party (a) fails to comply with any payment requirement or material provision of this Agreement or any other agreement between the parties and fails to cure such noncompliance within 15 days following written notice from the terminating party of such noncompliance or (b) becomes insolvent, or becomes the subject of a bankruptcy, receivership or similar action or proceeding that is not dismissed within 30 days. Promptly upon termination, at any time for any reason, of this Agreement, Client shall cease use of the Service and either (i) destroy all copies of the Service Software and Documentation in its possession or control and provide written certification to HSI of such destruction or (ii) return all Service Software and Documentation to HSI. For the avoidance of doubt, upon termination of this Agreement for any reason, all Orders shall automatically terminate. Any Tests, Services or Other Services purchased by Client that are not taken or otherwise used during the term of this Agreement or the applicable term for use thereof set forth in an Order are automatically forfeited without refund or credit.

**13. Miscellaneous.**

a. This Agreement shall be governed by and construed in

accordance with the laws of the State of Maryland, without reference to principles of conflict of laws, and the United Nations Convention on the International Sale of Goods shall not apply. Courts located in the State of Maryland shall be the exclusive forum for any claim regarding this Agreement, the Service or any Other Services, and each party consents to the jurisdiction of such courts.

**b.** HSI may amend these License and Service Terms at any time by providing Client with notice of the amendment at least 30 days prior to the effective date of the amendment, in which case the amendment will become effective and binding on the parties unless Client delivers to HSI written notice of objection to such amendment within 15 days. If Client delivers such notice of objection, then HSI may, by notice to Client, elect to either provide that the amendment will not apply to Client, or require the amendment to apply to Client subject to allowing Client to terminate this Agreement as of the proposed effective date of the amendment. In the event of such termination, HSI shall refund to Client a pro rata portion of the Service fees previously paid based on the unused portion of the Service. Except as otherwise provided in this Section 13(b) or elsewhere in this Agreement, no modification or waiver of, or consent under, this Agreement shall be binding unless it is in writing and signed by the parties in an Order or other document.

**c.** The provisions of this Agreement set forth in Section 1 and Sections 3 through 13 inclusive, and any Client payment obligations accruing prior to termination and late fees accruing prior to or following termination, shall survive termination of this Agreement.

**d.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any conflicting or additional terms contained in any Client-provided purchase order or elsewhere, all of which other terms are excluded.

**e.** Section headings are included for convenience and shall not affect the interpretation hereof. The word "including" shall be construed to mean "including but not limited to." Any reference in the Agreement to a "year" refers to the applicable 12-month period during the term of this Agreement or the Order and not a calendar year, unless expressly otherwise stated.

**f.** Subject to the restrictions on transfer and assignment contained in this Agreement, this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties. No person other than a party to this Agreement shall have any right to bring a claim against any other party with respect to this Agreement.

**g.** If any provision of this Agreement is held to be unenforceable, such provision and all other provisions shall nevertheless continue in full force and effect to the fullest extent permitted by law.

**h.** Except as otherwise expressly set forth in this Agreement, remedies specified herein are non-exclusive and are in addition to any other rights and remedies.

**i.** Any notice hereunder from one party to the other shall be in writing and sent by email, personal delivery, or certified mail, postage prepaid and return receipt requested, addressed to such other party at the address specified in the latest Order or such other address as either party may from time to time designate by written notice to the other party; and notice sent by any other method is valid only if actually received.

**j.** Notwithstanding anything to the contrary in this Agreement, HSI may include the name and logo of Client on its client list, including on its website and in its marketing materials.

**k.** A party shall not be liable in the event that such party is unable to perform any of its obligations (other than payment obligations) under this Agreement due to a force majeure event, provided that the party so affected gives reasonable notice to the

other party and uses commercially reasonable efforts to promptly resume performance.

**l.** This Agreement may be executed in counterparts or by manual or electronic signature, including without limitation by signature on an Order incorporating or referring to these License and Service Terms or by click-through or other electronic acceptance.

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Date of Latest Update: May 21, 2021