

## DELTA BRAVO MASTER AGREEMENT

This Master Agreement (the "Agreement") is by and between the undersigned Ordering Activity under GSA Schedule contracts customer identified in an Order that references this Agreement (the "Customer" or "You" or "Ordering Activity") and Dynamic Data Management, Inc. d/b/a Delta Bravo ("Dynamic Data Management" or "Delta Bravo" or "We" or "Us"). This Agreement governs your use of our service offering and its related documentation (collectively, the "Service") and any related software and/or other technology that we provide you for use in conjunction with the Service, including any updates, modifications or enhancements thereto (collectively, the "Software"). Certain Software is required to access the Service.

### 1. LICENSE

1.1. Grant of License. Subject to the terms of this Agreement, including any usage restrictions set forth in the applicable Order and the restrictions in your service tier, Delta Bravo grants you a limited, revocable, non-exclusive and non-transferable right and license during the Term to do the following, in each case solely in accordance with documentation or instructions that may be provided by Delta Bravo for such purposes: (a) install, integrate, perform and use the Software on the number of instances set forth in your Order solely to access and use the Service; and (b) access the features and functions of the Service. To the extent Delta Bravo provides you with any updates or upgrades to the Software or Service, such updates and upgrades shall be deemed to constitute part of the Software or Service and shall be subject to all terms and provisions set forth in this Agreement, including, without limitation, terms and provisions related to licenses, use restrictions and ownership of the Software or Service. By both parties executing this Agreement in writing, any download or use of the Software will be governed by this Agreement.

1.2. Access. We will provide or make available to you the Software and any necessary passwords, protocols, or other relevant procedures, as may be necessary to allow: (a) administrative users authorized by you to create accounts for server instances and users; and (b) your users to access the Service. User accounts may only be created for individuals (e.g., team or departmental accounts are prohibited). Use of the Service will be subject to the service limitations based on the service tier set forth in your Order. You must ensure that all information associated with each user account remains complete and accurate. You shall ensure your users keep these passwords and protocols to themselves and do not share them with anyone else, and you shall let us know if there is any breach of the confidentiality of these passwords and protocols. You are solely responsible for any and all use of your user accounts and all activities that occur under or in connection with your passwords and protocols. Each user must provide his or her full legal name, a valid email address, and any other information requested during the account sign-up process in order to obtain an account.

1.3. Availability. We will use commercially reasonable efforts to make the Service available during any calendar month (excluding planned maintenance and force majeure events). If such availability drops below 85% in two (2) consecutive calendar months (excluding planned maintenance or force majeure events), you may, as your sole and exclusive remedy for such unavailability, terminate the Service upon 10 days prior written notice with no penalty. If you choose to terminate the Service due to unavailability, you will receive a prorated refund for any unused portion of the Term for which you have prepaid. We consider our Service to be available if you can log into our Service and access Usage Data (as defined in Section 2.1 below).

1.4. Restrictions. Unless otherwise agreed in writing by us, you will not: (a) assign, sublicense, market, sell, lease, rent, distribute, convey or otherwise transfer the Software to any third party; (b) use the Software for any purposes other than accessing and using the Service; (c) adapt, alter, modify, translate or create derivative works of the Software; (d) use the Software or Service in any manner not in compliance with applicable laws; (e) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which the Software or any software component of the Service are compiled or interpreted, and you acknowledge that nothing in this Agreement will be construed to grant you any right to obtain or use such code; (f) allow third parties other than users you authorize to gain access to the Service or use the Service as a service bureau; (g) access or attempt the access the Software or Service by any means other than what Delta Bravo provides or expressly allows; or (h) interfere with or disrupt the integrity or performance of the Service or the data contained therein. You shall only use the Software and Service for your internal purposes, and you agree that you will not use the

Software or Service in the provision of services to any third party without the express written permission by Delta Bravo.

1.5. Open Source Software. The Software may contain certain components that are subject to “open source” or “free software” licenses (“Open Source Software”). Some of the Open Source Software is owned by third parties. The Open Source Software is not subject to the terms and conditions of Section 1.1. Nothing herein shall bind the Ordering Activity to any Third Party Open Source Software terms unless the terms are provided for review and agreed to in writing by all parties. Nothing in this Agreement limits your rights under, or grants you rights that supersede, the terms and conditions of any applicable end user license for the Open Source Software. If required by any license for particular Open Source Software, Delta Bravo makes such Open Source Software, and its modifications to that Open Source Software, available by submitting a request to support@deltabravo.ai.

1.6. Retained Rights. Except for the rights granted you in this Agreement, Delta Bravo retains all right, title and interest in and to the Software and Service, and you acknowledge that you neither own nor acquire any additional rights in and to the Software or the Service not expressly granted by this Agreement. You further acknowledge that Delta Bravo retains the right to use the Software and Service for any purpose in Delta Bravo’s sole discretion. Delta Bravo may choose to modify the Service to enhance a previously purchased capability, add capabilities to, or otherwise improve the functions of the Software, including any portions of the Service as we update our offerings and add more features.

## 2. USE

2.1. Data. To provide the Service, Delta Bravo will collect data about your databases, infrastructure, networks and applications (“Usage Data”) and you hereby authorize such collection. You own such Usage Data, but grant Delta Bravo the right to make use of such Usage Data in order to provide the Service. You also grant us the perpetual right to use, reproduce, adapt, aggregate and otherwise exploit the Usage Data in an anonymized, aggregated format to enhance and improve the licensed Delta Bravo products and services. No Usage Data may be disclosed to or utilized for the benefit of any third party if such disclosure or use would allow a third party to identify Customer from the Usage Data.

2.2. Feedback. We may send you questionnaires or surveys on a periodic basis in written or electronic form. You acknowledge and agree that any comments, ideas and/or reports you provide to Delta Bravo regarding installation, product experience, functionality, performance, accuracy, consistency and ease of use of the Software or Service (“Feedback”) will be considered Delta Bravo proprietary and confidential information, and you hereby irrevocably transfer and assign to Delta Bravo all intellectual property rights embodied in or arising in connection with such Feedback, and any other rights or claims that you may have with respect to any such Feedback. Delta Bravo, in its sole discretion, may freely utilize all Feedback, whether written or oral, furnished by you to by Delta Bravo. Vendor acknowledges that the ability to use this Agreement and any Feedback provided as a result of this Agreement in advertising is limited by GSA 552.203-71.

2.3. Excluded Countries. You may not use, export, import or transfer the Software or Service except as authorized by U.S. law, the laws of the jurisdiction in which you obtained the Software or Service and any other applicable laws. In particular, but without limitation, the Software or Service may not be exported or re-exported (a) into any United States embargoed countries, or (b) to anyone of the U.S. Treasury Department’s list of Specially Designated Nationals or the U.S. Department of Commerce’s Denied Person’s List or Entity List. By using the Software or Service, you represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. You also will not use the Software or Service for any purpose prohibited by U.S. law, including the development, design, manufacture or production of missiles, nuclear, chemical or biological weapons. You acknowledge and agree that products, services or technology provided by Delta Bravo are subject to the export control laws and regulations of the United States. You shall comply with these laws and regulations and shall not, without prior U.S. government authorization, export, re-export, or transfer the Software or Service, or any portion thereof, either directly or indirectly, to any country in violation of such laws and regulations. If you are found using the product from these countries, your account will be subject to immediate termination.

## 3. LIMITED WARRANTY; LIMITATION OF LIABILITIES

3.1. General Disclaimer. Delta Bravo warrants that the SOFTWARE AND SERVICE will, for a period of sixty (60) days from the date of your receipt, perform substantially in accordance with SOFTWARE AND SERVICE written materials accompanying it. EXCEPT AS EXPRESSLY SET FORTH IN THE FOREGOING, YOU AGREE THAT THE SOFTWARE AND SERVICE ARE PROVIDED "AS IS" AND "WITH ALL DEFECTS." DELTA BRAVO DISCLAIMS ANY AND ALL PROMISES, REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DATA ACCURACY, TITLE, NON-INFRINGEMENT, NON-INTERFERENCE AND/OR QUIET ENJOYMENT. THE SOFTWARE AND SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. DELTA BRAVO IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

3.2. Exclusions of Remedies; Limitation of Liability. IN NO EVENT WILL DELTA BRAVO BE LIABLE TO YOU FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, ANY FAILURE OF DELIVERY, BUSINESS INTERRUPTION, COSTS OF LOST OR DAMAGED DATA OR DOCUMENTATION OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE, EVEN IF DELTA BRAVO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL DELTA BRAVO BE LIABLE FOR THE LOSS OF DATA OR THE PROCUREMENT OF SUBSTITUTE SERVICES. EXCEPT FOR LIABILITY ARISING FROM SECTION 7 (INDEMNIFICATION), THE CUMULATIVE LIABILITY OF DELTA BRAVO FOR ALL CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT, OR STRICT LIABILITY, WILL NOT EXCEED THE CONTRACT PRICE PAID TO DELTA BRAVO BY YOU UNDER THIS AGREEMENT.

3.3. No Professional Advice. All information, materials, content and/or advice in the Service is for informational purposes only and is not intended to replace or substitute for any professional advice. Delta Bravo expressly disclaims, and you expressly release Delta Bravo from, any and all liability concerning any diagnosis, treatment, or action arising or learned from the information offered or provided within or through the Service.

3.4. Essential Basis of Agreement. You acknowledge and agree that the disclaimers, exclusions and limitations of liability set forth in this Section 3 form an essential basis of this Agreement, and that, absent any of such disclaimers, exclusions or limitations of liability, the terms of this Agreement, including, without limitation, the economic terms, would be substantially different.

#### 4. TERM; SUSPENSION; TERMINATION.

4.1. Term. The term of this Agreement ("Term") will commence on the date an Order between you and Delta Bravo is executed and continue as long as such Order remains in effect.

4.2. Suspension. We reserve the right to temporarily suspend Service at any time at our discretion and without notice if you use the Service in a manner that would cause legal liability to Delta Bravo or otherwise disrupt the Service.

4.3. Termination. When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Delta Bravo shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer.

4.4. Effect of Termination. Upon the expiration or any termination of this Agreement, the license and all rights granted to you under this Agreement will immediately terminate, and you will promptly purge and destroy all copies of the Software in your possession. Termination of your account includes: (a) removal of access to all offerings within the Service; (b) deletion of your password and all related information; and (c) barring of further use of the Service. The provisions of Sections 1.6, 2.1, 2.2, 3, 5, 7 and 9 will survive termination or expiration of this Agreement. Any Usage Data generated through the Service will be permanently lost upon termination of this Agreement. Delta Bravo will not have any liability whatsoever to you for any temporary suspension or termination pursuant to the Contract Disputes Act, including for deletion of your Usage Data. All provisions of these Terms, which by their nature should survive, shall survive termination of Services, including without limitation ownership provisions, warranty disclaimers and limitations of liability.

5. **CONFIDENTIALITY.** We and you acknowledge that, in the course of performance of this Agreement, either may obtain information from the other party which it knows or has reason to know is of a confidential and/or proprietary nature (“Confidential Information”). Without limiting the above, the Software, Service, the documentation, the Feedback and any product roadmap is our Confidential Information and Usage Data is your Confidential Information. Except as expressly stated in this Agreement, during the Term and at all times thereafter, neither party may disclose any such Confidential Information to any third party, nor may either party use such Confidential Information of the other party for any purpose, other than as permitted herein. Confidential Information will not include any information which: (i) are or become readily available to the trade or public through no fault of the recipient of the Confidential Information; (ii) is subsequently lawfully and in good faith obtained by a party from an independent third party without breach of this Agreement; (iii) the recipient can establish that the information was in its possession prior to the date of disclosure of such Confidential Information; or (iv) is developed independently by the recipient without reference to any Confidential Information of the other party. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent such disclosure is required by applicable law, a court of competent jurisdiction or a governmental agency; provided that such party promptly notifies the other party to the extent legally permissible of such required disclosure to provide the other party an opportunity to object to such disclosure and seek a protective order or other appropriate relief. Delta Bravo recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which requires that certain information be released, despite being characterized as “confidential” by the vendor.
6. **FEES; TAXES.** In consideration for the Service and license to the Software, Customer will pay Delta Bravo the fees (“Fees”) set forth in the Order in accordance with the GSA Schedule Pricelist. All Fees will be billed at the frequency specified in the Order and are due within thirty (30) days of receipt of invoice by Customer. Any unpaid and uncontested balance due and owing will incur late interest at the rate governed by the Prompt Payment Act (31 USC 3901 et seq) and Treasury regulations at 5 CFR 1315. Delta Bravo shall state separately on invoices taxes excluded from the fees, and the Ordering Activity agrees either to pay the amount of the taxes (based on the current value of the equipment) or provide evidence necessary to sustain an exemption, in accordance with FAR 52.229-1 and FAR 52.229-3.
7. **INDEMNIFICATION.**
  - 7.1. Reserved.
  - 7.2. By Delta Bravo. Delta Bravo will defend Customer from any claim brought by a third party that any use of, or access to, the Service or Software by Customer violates, infringes or misappropriates, as applicable, any third-party intellectual property right. Notwithstanding the foregoing, Delta Bravo shall have no obligation or liability to the extent that the alleged infringement or misappropriation arises from Customer’s use of the Services or Software other than in accordance with this Agreement. Upon the occurrence of any claim for which indemnification is or may be due under this Section, or in the event that Delta Bravo believes that such a claim is likely, Delta Bravo may, at its option (i) modify the Service or Software so that it becomes non-infringing but functionally similar, or substitute a functionally similar alternative; (ii) obtain a license to the applicable third-party intellectual property at no cost to Customer; or (iii) terminate the applicable Order on written notice to Customer and refund any unused, pre-paid fees. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice’s right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute 28 U.S.C. §516.
  - 7.3. Procedures. The indemnifying party shall pay all damages finally awarded or paid in settlement of any such Claims. The indemnified party must notify the indemnifying party promptly in writing of any claim for indemnification hereunder, and provide, at the indemnifying party’s expense (to the extent of out-of-pocket expenses only), all reasonably necessary assistance, information and authority to allow the indemnifying party to control the defense and settlement of such Claim; provided that the failure of the indemnified party to promptly inform the indemnifying party of any Claim shall not excuse the indemnifying party of its obligations hereunder except to the extent such failure materially prejudices the indemnifying party. Notwithstanding the foregoing, the indemnifying party shall not enter into any settlement of the defense of such action, other than with respect to the payment of monies, without the Indemnified party’s prior written consent, which consent shall not be unreasonably withheld or delayed.

The indemnified party may participate at its expense in the defense and/or settlement of any such action with counsel of its choosing and at its sole expense.

8. **FORCE MAJEURE.** Excusable delays shall be governed by FAR 52.212-4(f).
9. **GENERAL.** This Agreement, together with the underlying GSA Schedule Contract, Schedule Pricelist, and each Order constitute the complete and exclusive agreement between you and Delta Bravo. The terms and conditions of this Agreement will not be modified unless both you and a Delta Bravo authorized representative execute a separate written instrument. Any notice required to be given under this Agreement will be sent to the address indicated in the Order, or such other address provided by the party in writing. If any provision of this Agreement is held to be unenforceable for any reason, such provision will be reformed only to the extent necessary to make it enforceable, and such decision will not affect the enforceability of such provision under other circumstances and in other jurisdictions, or of the remaining provisions under all circumstances. Any delay or failure by either party to this Agreement to exercise any of its rights hereunder will not constitute or be deemed a waiver or forfeiture of such rights. Neither party will assign this Agreement, whether voluntarily or by operation of law, nor will either party delegate its duties hereunder without consent from the other party and any attempt to do so will be null and void. This Agreement will be construed and enforced in accordance with the Federal laws of the United States. The Software and any software components of the Service are a "commercial item" as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212, all U.S. Government end users acquire the Software and Service with only those rights set forth therein. For contractual purposes, you (i) consent to receive communications from us in an electronic form; and (ii) agree that all terms and conditions, agreements, notices, documents, disclosures, and other communications ("Communications") that we provide to you electronically satisfy any legal requirement that such Communications would satisfy if it were in writing. Your consent to receive Communications and do business electronically, and our agreement to do so, applies to all of your interactions and transactions with us.