

True Zero Technologies, LLC.

**EC America Rider to Product Specific License Terms and Conditions
(for U.S. Government End Users)**

1. **Scope.** This Rider and the attached True Zero Technologies, LLC. ("Manufacturer") product specific license terms establish the terms and conditions enabling EC America ("Contractor") to provide Manufacturer's information technology products and services to Ordering Activities under EC America's GSA MAS IT contract number GS-35F-0511T (the "Schedule Contract"). Installation and use of the information technology shall be in accordance with this Rider and Manufacturer Specific Terms attached hereto, unless an Ordering Activity determines that it requires different terms of use and Manufacturer agrees in writing to such terms in a valid delivery order placed pursuant to the Schedule Contract.
2. **Applicability.** Whereas GSA and EC America agreed at the time of Schedule Contract award upon a base set of terms and conditions applicable to all manufacturers and items represented on the Schedule Contract; and Whereas, the parties further agreed that all product specific license, warranty and software maintenance terms and conditions would be submitted at the time each new manufacturer was to be added to the Schedule Contract; Now, Therefore, the parties hereby agree that the product specific license, warranty and software maintenance terms set forth in Attachment A hereto (the "Manufacturer Specific Terms" or the "Attachment A Terms") are incorporated into the Schedule Contract, but only to the extent that they are consistent with Federal law, including but not limited to GSAR 552.212-4 Contract Terms and Conditions-Commercial Items. To the extent any Attachment A Terms are inconsistent with Federal law (See, FAR 12.212(a)), such inconsistent terms shall be superseded, unenforceable and of no legal force or effect in all resultant orders under the Schedule Contract, including but not limited to the following provisions:
 - a) **Contracting Parties.** The GSA Customer ("Licensee") is the "Ordering Activity", defined as the entity authorized to order under GSA MAS contracts as set forth in GSA Order OGP 4800.2I, as may be revised from time to time.
 - b) **Changes to Work and Delays.** Subject to GSAR Clause 552.238-81, Modifications (Federal Supply Schedule) (April 2014) (Alternate I – JUN 2016) and (Alternate II – JUN 2016), and 52.212-4(f) Excusable Delays (JUN 2010) regarding which the GSAR and the FAR provisions take precedence.
 - c) **Contract Formation.** Subject to FAR 1.601(a) and FAR 43.102, the GSA Customer Purchase Order must be signed by a duly warranted Contracting Officer, in writing. The same requirement applies to contract modifications affecting the rights of the parties. All terms and conditions intended to bind the Government must be included within the contract signed by the Government.
 - d) **Termination.** Clauses in the Manufacturer Specific Terms referencing termination or cancellation are superseded and not applicable to any GSA Customer order. Termination shall be governed by the FAR, the underlying GSA Schedule Contract and the terms in any applicable GSA Customer Purchase Orders. If the Contractor believes the GSA Customer to be in breach, it must file a claim with the Contracting Officer and continue to diligently pursue performance. In commercial item contracting under FAR 12.302(b), the FAR provisions dealing with disputes and continued performance cannot be changed by the Contracting Officer.
 - e) **Choice of Law.** Subject to the Contracts Disputes Act, the validity, interpretation and enforcement of this Rider shall be governed by and construed in accordance with the Federal laws of the United States. In the event the Uniform Computer Information Transactions Act (UCITA) or any similar Federal laws or regulations are enacted, to the extent allowed by Federal law, they will not apply to this Rider or the underlying Schedule Contract.
 - f) **Equitable remedies.** Equitable remedies are generally not awarded against the Government absent a statute providing therefore. In the absence of a direct citation to such a statute, all clauses in the Manufacturer Specific Terms referencing equitable remedies are superseded and not applicable to any GSA Customer order.
 - g) **Unilateral Termination.** Unilateral termination by the Contractor does not apply to a GSA Customer Purchase Order and all clauses in the Manufacturer Specific Terms referencing unilateral termination rights of the Manufacturer are hereby superseded.
 - h) **Unreasonable Delay.** Subject to FAR 52.212-4(f) Excusable delays, the Contractor shall be liable for default unless the nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

- i) **Assignment.** All clauses regarding the Contractor's assignment are subject to FAR 52.232-23, Assignment of Claims (JAN 1986) and FAR 42.12 Novation and Change-of-Name Agreements (Sep. 2013). All clauses governing the Contractor's assignment in the Manufacturer Specific Terms are hereby superseded.
- j) **Waiver of Jury Trial.** Waivers of Jury Trials are subject to FAR 52.233-1 Disputes (JULY 2002). The Government will not agree to waive any right that it may have under Federal law. All clauses governing a waiver of jury trial in the Manufacturer Specific Terms are hereby superseded.
- k) **Government Indemnities.** This is an obligation in advance of an appropriation that violates anti-deficiency laws (31 U.S.C. § 1341 and 41 U.S.C. § 6301), since the GSA Customer commits to pay an unknown amount at an unknown future time. The violation occurs when the commitment is made, i.e., when the agreement featuring this clause is incorporated into a Government contract, and not when the clause is triggered. The Interim FAR Rule dated June 21, 2013 and the Office of Legal Counsel opinion dated March 12, 2012 prohibit such indemnifications. All Manufacturer Specific Terms referencing customer indemnities are hereby superseded.
- l) **Contractor Indemnities.** All Manufacturer Specific Terms that violate DOJ's jurisdictional statute (28 U.S.C. § 516) by requiring that the Government give sole control over the litigation and/or settlement to the Contractor are hereby superseded. Nothing contained in the Manufacturer's Specific terms 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.
- m) **Renewals.** All Manufacturer Specific Terms that provide for automatic renewals violate the Anti-Deficiency Act and are hereby superseded. This is an obligation in advance of an appropriation that violates anti-deficiency laws (31 U.S.C. § 1341 and 41 U.S.C. § 6301), since the GSA Customer commits to pay an unknown amount at an unknown future time. The violation occurs when the commitment is made, i.e., when the agreement featuring this clause is incorporated into a Government contract, and not when the clause is triggered.
- n) **Future Fees or Penalties.** All Manufacturer Specific Terms that require the Government to pay any future fees, charges or penalties are hereby superseded unless specifically authorized by existing statutes, such as the Prompt Payment Act (31 U.S.C. § 3901 et seq.) or Equal Access To Justice Act (5 U.S.C. § 504; 28 U.S.C. § 2412).
- o) **Taxes.** Taxes are subject to FAR 52.212-4(k), which provides that the contract price includes all applicable federal, state, local taxes and duties. Contractor shall state separately on its invoices, taxes excluded from the fees, and the GSA Customer agrees to either pay the amount of the taxes (based on the current value of the equipment or services) to Contractor or provide it evidence necessary to sustain an exemption, in accordance with FAR 52.229-1 and FAR 52.229-3.
- p) **Third Party Terms.** When the end user is an instrumentality of the U.S., no license terms bind the GSA Customer unless included in the EULA, and the EULA is made an attachment to the underlying GSA Schedule Contract. All terms and conditions affecting the GSA Customer must be contained in a writing signed by a duly warranted Contracting Officer. Any third party manufacturer shall be brought into the negotiation, or the components acquired separately under federally-compatible agreements, if any.
- q) **Dispute Resolution and Standing.** Any disputes relating to the Manufacturer Specific Terms or to this Rider shall be resolved in accordance with the FAR, the underlying GSA Schedule Contract, any applicable GSA Customer Purchase Orders, and the Contract Disputes Act. The Ordering Activity expressly acknowledges that EC America as contractor, on behalf of the Manufacturer, shall have standing to bring such claim under the Contract Disputes Act.
- r) **Advertisements and Endorsements.** Pursuant to GSAR 552.203-71, use of the name or logo of any U.S. Government entity is prohibited. All Manufacturer Specific Terms that allow the Contractor to use the name or logo of a Government entity are hereby superseded.
- s) **Public Access to Information.** EC America agrees that the attached Manufacturer Specific Terms and this Rider contain no confidential or proprietary information and acknowledges the Rider shall be available to the public.
- t) **Confidentiality.** Any provisions in the attached Manufacturer Specific Terms that require the Ordering Activity to keep certain information confidential are subject to the Freedom of Information Act (5 U.S.C. § 552), and any order by a United States Federal Court. When the end user is an instrumentality of the U.S. Government, neither this Rider, the Manufacturer's Specific Terms nor the Schedule Price List shall be deemed "confidential information" notwithstanding marking to that effect. Notwithstanding anything in this Rider, the Manufacturer's Specific Terms or the Schedule Contract to the contrary, the GSA Customer may retain such Confidential Information as required by law, regulation or its bonafide 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 Rider, the Manufacturer's Specific Terms and the Schedule Contract.

- u) **Alternate Dispute Resolution.** The GSA Customer cannot be forced to mediate or arbitrate. Arbitration requires prior guidance by the head of a Federal agency promulgated via administrative rulemaking according to 5 U.S.C. § 575(c). GSA has not issued any because it considers the Board of Contract Appeals to be an adequate, binding ADR alternative. All Manufacturer Specific Terms that allow the Contractor to choose arbitration, mediation or other forms of alternate dispute resolution are hereby superseded.

3. Order of Precedence/Conflict. To the extent there is a conflict between the terms of this Rider and the terms of the underlying Schedule Contract or a conflict between the terms of this Rider and the terms of an applicable GSA Customer Purchase Order, the terms of the GSA Schedule Contract or any specific, negotiated terms on the GSA Customer Purchase Order shall control over the terms of this Rider. Any capitalized terms used herein but not defined, shall have the meaning assigned to them in the underlying Schedule Contract.

TRUE ZERO TECHNOLOGIES, LLC
MASTER SERVICES AGREEMENT

This Master Services Agreement is entered into as of _____ (the “**Effective Date**”) by and between True Zero Technologies, LLC, a Virginia limited liability company (“**Provider**”), having its principal place of business at 5116 Kenwood Drive, Annandale, VA 22003, and _____, a _____ (“**Customer**”) having its principal place of business at _____. In the event of a conflict among this Master Services Agreement, Statement(s) of Work and/or Change Order(s), the order of precedence among the provisions of them shall be: first, this Master Services Agreement, second, Change Order(s), and third, Statement(s) of Work.

In consideration of the mutual promises and covenants contained herein, and of other good and valid consideration, the receipt and sufficiency of which is hereby acknowledged, Provider and Customer hereby agree as follows:

1. DEFINITIONS

(a) “**Agreement**” means collectively this Master Services Agreement together with each Statement of Work and each Change Order attached to this Master Services Agreement and executed by both parties’ duly authorized representatives.

(b) “**AIO Services**” means the recurring Actionable Intelligence Operations Services for which a fee is charged as set forth in each Statement of Work or Change Order. The AIO Services include the Customizations as more particularly described each Statement of Work or Change Order.

(c) “**Change Order**” means a document in either paper or electronic form (e.g., e-mail that can be reasonably dated, traced and/or otherwise identified) that originates from a representative of Customer, and is accepted by Provider, authorizing additional services or changes to services under a written Statement of Work duly executed by Provider and Customer.

(d) “**Customizations**” means the proprietary software developed by Provider in connection with the provision of the AIO Services which include, without limitation, Customer specific signals tuned for Third Party Applications identified in the Statement of Work.

(e) “**Managed Services**” means recurring services for which a fee is charged as set forth in each Statement of Work or Change Order.

(f) “**Purchase Order**” means a purchase order issued by Customer to place orders for Services under this Agreement.

(g) “**Services**” means, collectively, the AIO Services, Managed Services or other services to be provided by Provider in accordance with this Agreement, as specified in Statement(s) of Work and Change Orders.

(h) “**Statement of Work**” means a document attached to this Agreement that describes Services to be provided by Provider (and any additional related terms and conditions) under this Agreement.

(i) “**Third Party Applications**” in connection with providing the Services, Provider will use certain third party applications (e.g. Tanium, Splunk, Crowdstrike) licensed to Provider (and Customer, as applicable) which may be installed or deployed on Customer’s devices as described in the Statement of Work.

(j) “**Tools**” means Provider’s proprietary information and know-how used at any time by Provider in the conduct of its business including the provision of the Services, including without limitation, technical information, designs, templates, software modules, software code, processes, methodologies, systems used to create computer programs or software, procedures, code books, computer programs, plans, or any other similar information including improvements, modifications or developments thereto.

2. **SERVICES**

(a) Customer, on behalf of itself and its subsidiaries, hereby retains Provider to provide the Services in accordance with this Agreement, as specified in the Statement(s) of Work or Change Order(s).

3. **ORDERING; FEES AND EXPENSES; GENERAL PAYMENT TERMS**

(a) Customer shall place orders for Services by issuing Purchase Order(s) to Provider following the execution of this Agreement and the Statement of Work (and Change Orders, if applicable).

(b) Except as otherwise provided in a Statement of Work or Change Order, Customer shall pay Provider its then-current published rates for Services provided in accordance with the GSA Schedule Pricelist. Provider or its authorized reseller as applicable shall state separately on invoices taxes excluded from the fees, and the Customer 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 552.212-4(k).

(c) Except as otherwise provided above or in a Statement of Work, Provider shall invoice Customer for payments due under this Agreement annually. Each Provider invoice shall be due net thirty (30) days from the date of invoice. Customer acknowledges and agrees that under the terms of this Agreement, no Purchase Order is required for the payment of Provider invoices by Customer.

(d) Customer shall notify Provider of any dispute regarding an invoice within sixty (60) days of the date of invoice. If Customer fails to notify Provider of any dispute with respect to an invoice within such sixty-day period, Customer shall be deemed to have accepted the invoice in its entirety. The parties agree to work in good faith to resolve any dispute in a timely manner. Customer shall not have any right to withhold or setoff any amounts due Provider that are not disputed in good faith.

(e) Reserved.

4. **TERM; TERMINATION**

(a) Unless otherwise provided for in a Statement of Work, the initial term of this Agreement (the “**Term**”) shall commence as of the Effective Date and shall expire one (1) year thereafter (the “**End Date**”). The Term may be renewed for successive one (1) year periods by executing a written order for the renewal term.

(b) Except as otherwise provided in this Agreement, either party may terminate this Agreement or any Statement of Work, and/or any related licenses granted hereunder or thereunder, if:

(i) reserved; or

(ii) 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, Provider 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.

(c) Reserved

(d) If a license granted by Provider to Customer is terminated for any reason, Customer shall, on the effective date of such termination, cease using any and all of the subject matter of the license and Customer shall promptly deliver to Provider all originals and all copies of any and all of such subject matter and any related documentation.

(e) Reserved.

5. **CONFIDENTIAL INFORMATION**

(a) Each party acknowledges that it may be the recipient of confidential information (“**Confidential Information**”) of the other party including, without limitation, software, computer programs, object code, source code, database schemas, specifications, flow charts, marketing plans, financial information, business plans and procedures, employee information, and other information that the receiving party may reasonably understand, from legends, the nature of such information or the circumstances of its disclosure, to be confidential. Confidential Information does not include (i) information independently developed by the recipient without reference to the other party’s Confidential Information; (ii) information in the public domain through no wrongful act of the recipient, or (iii) information received by the recipient from a third party who was rightfully in possession of such information and had no obligation to refrain from disclosing it.

(b) Except as expressly authorized in this Agreement, or as required by law, the party that is the recipient of Confidential Information of the other party agrees that during the term hereof, and at all times thereafter, it shall not use, commercialize or disclose such Confidential Information to any person or entity, except to its own employees having a need to know and to such other recipients as the other party may approve in writing. Each party shall use at least the same degree of care in safeguarding the other party’s Confidential Information as it uses in safeguarding its own Confidential Information, but in no event shall less than reasonable care be exercised.

(c) All Confidential Information of Provider disclosed to Customer shall remain the exclusive property of Provider. All Confidential Information of Customer disclosed to Provider shall remain the exclusive property of Customer.

(d) Each party agrees that it will not remove any proprietary, trademark, copyright, confidentiality, patent, or other intellectual property notice or marking from an original or any copy of any software, documentation, display, media or other materials or Confidential Information, delivered or disclosed to such party, by the other party or under this Agreement.

(e) Customer agrees that it shall not (nor shall it permit anyone else to) decompile, disassemble, or modify any software delivered or disclosed to Customer by Provider or separate any such software into components or its component files, or recreate, or attempt to determine the makeup of any such software. Customer agrees that all information discovered through any failure to comply with the preceding sentence is and shall at all times remain the exclusive property and Confidential Information of Provider.

(f) If a party is required by law or judicial or administrative process to disclose Confidential Information of the other party, such party shall use all reasonable efforts to promptly notify the other party and allow the party a reasonable opportunity to oppose disclosure. In addition, a party shall furnish only the portion of the Confidential Information that it is legally required to disclose and shall use all reasonable efforts to obtain reliable assurances that confidential treatment will be accorded the Confidential Information. Provider recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which may require that certain information be released, despite being characterized as “confidential” by the vendor.

6. INTELLECTUAL PROPERTY; LICENSE TERMS

(a) Provider owns all right, title and interest, unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, know-how and other trade secret rights, and all other intellectual property rights, including derivatives, modifications, and enhancements thereof in all forms anywhere in the world (“**Intellectual Property Rights**”), in and to the Tools, Customizations, Managed Services and AIO Services and any suggestions, enhancement requests, feedback, or recommendations provided by Customer or any other party relating thereto.

(b) Subject to the terms and conditions of this Agreement, Provider hereby grants to Customer a non-exclusive limited license for use during the Term of this Agreement to access and use the Customizations in connection with the AIO Services solely for Customer’s business purposes. All rights to the Customizations not expressly granted to Customer under this Agreement are reserved to Provider.

(c) This Agreement does not convey to Customer any rights in or related to the Tools, Customizations, Managed Services, AIO Services or the Intellectual Property Rights owned by Provider, except as explicitly provided in this Agreement.

(d) Nothing in this Agreement shall be deemed to authorize Customer to use the Tools, Customizations, Managed Services, AIO Services or the Intellectual Property Rights owned by Provider, except as explicitly provided in this Agreement.

(e) Customer acknowledges and agrees that Provider is and shall at all times remain the exclusive owner of all Intellectual Property Rights, hardware and software (including without limitation

all Tools and Customizations) upon which, and from which, all Provider Managed Services and AIO Services are provided hereunder.

(f) Customer shall use the AIO Services, Managed Services and Customizations in compliance with its documentation, including any operating or security procedures and the hardware, software or networking requirements set forth therein, and as may be revised from time to time by Provider.

(g) Customer represents and warrants to Provider that Customer shall not (i) use, install, import, copy, modify or otherwise distribute or make available the Customizations to any third party, except as expressly permitted by a Statement of Work or Change Order, (ii) translate or attempt to reverse engineer, decompile, disassemble, or make derivative works of the Customizations, (iii) re-sell, license, sublicense, lease, assign, transfer or otherwise permit the use of the Customizations for the benefit of a third party, or (iv) use, install, import or utilize the Customizations in excess of the agreed Tanium endpoint counts as specified in the Statement of Work or Change Order.

(h) Customer represents and warrants that (i) all materials and information delivered to Provider by Customer, and Provider's use thereof in connection with transactions contemplated under this Agreement, does not and shall not, infringe any copyright, trademark, trade secret, patent or other intellectual property right, (ii) that Customer has the right to use, disclose, publish, translate, reproduce, and deliver all such materials and information, and (iii) Provider has the right to use, disclose, publish, translate, reproduce and deliver all such materials and information in accordance with this Agreement. Customer shall indemnify, defend and hold harmless Provider, its members, directors, officers, employees, and agents, against any and all losses, liabilities, costs and expenses (including reasonable attorneys' fees and court costs), arising out of or related to any claim that the materials or information, or use, disclosure, publication, translation or reproduction thereof, infringes a copyright, trademark, trade secret, patent or other intellectual property right.

(i) With respect to any materials or other information supplied by Customer, Provider is hereby granted the non-exclusive irrevocable right and license, without the right of sublicense, to use the same solely in connection with providing Services hereunder. Except as specified in the preceding sentence, Provider is acquiring no rights in, or title to, the materials or information supplied by Customer hereunder.

7. DISCLAIMER OF WARRANTY; LIMITATIONS ON LIABILITY; INDEMNIFICATION

(a) PROVIDER WARRANTS THAT THE SERVICES WILL, FOR A PERIOD OF SIXTY(60) DAYS FROM THE DATE OF YOUR RECEIPT, PERFORM SUBSTANTIALLY IN ACCORDANCE WITH THE SERVICES WRITTEN MATERIALS ACCOMPANYING IT. EXCEPT AS EXPRESSLY SET FORTH IN THE FOREGOING, EXCEPT AS SET FORTH IN THIS AGREEMENT, PROVIDER MAKES NO WARRANTY EXPRESS OR IMPLIED AND EXPRESSLY DISCLAIMS ALL WARRANTIES EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES (INCLUDING THE CUSTOMIZATIONS) OR THE RESULTS OBTAINED FROM PROVIDER'S WORK, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

(b) UNDER NO CIRCUMSTANCES SHALL PROVIDER BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, STATUTORY, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, OF ANY KIND WHATSOEVER, OR FOR ANY LOST PROFITS, LOST BUSINESS OR REVENUE, LOSS OF DATA OR DIMINUTION OF VALUE, LOSS OF USE OR GOODWILL, OR OTHER LOST ECONOMIC ADVANTAGE, ARISING OUT OF OR RELATED TO

THIS AGREEMENT OR THE BREACH HEREOF, OR THE SERVICES TO BE PROVIDED HEREUNDER INCLUDING, WITHOUT LIMITATION, THE AIO SERVICES AND THE MANAGED SERVICES, WHETHER SUCH CLAIMS ARE BASED ON BREACH OF CONTRACT, STRICT LIABILITY, TORT, ANY FEDERAL OR STATE STATUTORY CLAIM, OR ANY OTHER LEGAL THEORY, EVEN IF PROVIDER KNEW, SHOULD HAVE KNOWN, OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, UNLESS SUCH DAMAGES RESULTED FROM PERSONAL INJURY OR DEATH RESULTING FROM PROVIDER'S NEGLIGENCE, PROVIDER'S FRAUDULENT OR INTENTIONAL MISCONDUCT. THE FOREGOING LIMITATION SHALL SURVIVE AND APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS DETERMINED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL PROVIDER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO PROVIDER PURSUANT TO THE APPLICABLE STATEMENT OF WORK GIVING RISE TO THE CLAIM.

(c) CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES THAT EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT OR IN A STATEMENT OF WORK, IN NO EVENT SHALL PROVIDER BE HELD LIABLE TO, OR BE REQUIRED TO INDEMNIFY, CUSTOMER FOR ANY DAMAGES CUSTOMER INCURS OR ALLEGES TO INCUR IN CONNECTION WITH THE SERVICES, THIS AGREEMENT OR ANY BREACH OF ANY REPRESENTATION, WARRANTY OR COVENANT HEREIN CONTAINED UNLESS SUCH DAMAGE IS DIRECTLY ATTRIBUTABLE TO PROVIDER'S FRAUDULENT OR INTENTIONAL MISCONDUCT.

(d) RESERVED.

8. INSPECTION RIGHTS; AUDIT

(a) Customer and Provider agree to use commercially reasonable efforts to maintain complete and accurate records containing all data reasonably required for verification of its compliance with the terms of this Agreement, and upon reasonable notice and pursuant to the confidentiality provisions contained herein, either party shall have the right to reasonably inspect the records of the other party to determine compliance with this Agreement. Provider shall have the right to request reasonable usage reports with respect to the AIO Services and Customer agrees to promptly and fully comply with such requests. Additionally, Customer agrees to allow the owner of the Third Party Applications to conduct a reasonable audit of Customer's records and systems relating to Customer's compliance with the license agreement and end user terms of the Third Party Applications.

9. INSURANCE

(a) Each party will, at its own expense, maintain insurance policies that cover the party's activities under this Agreement and the activities of the party's employees, agents and representatives, including, but not limited to, workers' compensation insurance (wherever applicable) and comprehensive general liability and errors and omissions liability. Upon the request of the other party, the party to which the request is made shall cause its insurer(s) or insurance broker to provide the requesting party with a certificate of insurance evidencing such coverages.

10. FORCE MAJEURE

- (a) Excusable delays shall be governed by GSA Schedule Contract Clause 552.212-4(f)

11. RELATIONSHIP OF THE PARTIES; CONTENT

(a) Nothing in this Agreement shall be construed as making either party an agent of the other party, and neither party shall have the power to bind the other party or to contract in the name of, or create a liability against, the other party. Neither party shall be responsible for the acts or defaults of the other party or any of the other party's employees or agents. The parties are independent contractors with respect to all matters arising under this Agreement. Nothing in this Agreement shall be deemed to establish a partnership, joint venture, association or employment relationship between the parties.

(b) To the extent Provider has actual control over systems or facilities; Provider agrees to use commercially reasonable security consistent with its business practices and facilities. The parties acknowledge that the Internet is neither owned nor controlled by any one entity and that one or more third parties may gain access to Provider systems. Electronic mail and other transmissions passing through Provider systems or over the Internet are not secure, and Provider cannot guarantee the security or privacy of any of the information or communications passing through Provider systems. NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, PROVIDER SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A BREACH OF SECURITY UNLESS SUCH LOSS OR DAMAGE WAS DIRECTLY ATTRIBUTABLE TO PROVIDER'S FRAUDULENT OR INTENTIONAL MISCONDUCT. Provider will not intentionally monitor or disclose any private electronic communications, except to the extent necessary to identify or resolve system problems or as otherwise permitted or required by law. Provider does, however, reserve the right to monitor transmissions, other than private electronic communications, as necessary to provide the Services hereunder and otherwise to protect the rights and property of Provider. Notwithstanding the foregoing, Provider does not assume any liability for any action or inaction with respect to such communication or content posted or provided by an authorized or unauthorized third party. IN NO EVENT WILL PROVIDER BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A USER'S RELIANCE ON ANY THIRD PARTY DATA OR OTHER CONTENT OBTAINED THROUGH OR FROM CUSTOMER.

12. WAIVER

(a) No waiver of any part of this Agreement shall be effective unless made in writing by the waiving party. No waiver of any breach of this Agreement shall constitute a waiver of any other breach of the same, or any other provision, of this Agreement. No action shall lie or be maintained against any principal, owner, shareholder, partner, member or other person or entity alleged to be affiliated or related to Provider, or to have been benefited hereby.

13. U.S. GOVERNMENT RIGHTS

(a) This section applies to all acquisitions and/or subscriptions to the Services by or for the federal government, or by any prime contractor or subcontractor (at any tier) under any contract, grant, cooperative agreement or other activity with the federal government. The Services (including any Third Party Applications) were developed at private expense and shall be deemed a "commercial item," as that term is defined at 48 C.F.R. 2.101 (Oct. 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (Sept. 1995). Consistent with 48 C.F.R. 12.212 (or an equivalent provision, e.g., in supplements of various U.S.

government agencies, as applicable). If for any reason, Sections 12.212, are deemed not applicable, then the Government's rights to access, use, duplicate or disclose the Services are limited to "Restricted Rights" as defined in 48 CFR Section 52.227-14, or DFARS 252.227-7014(a)(14) (June 1995), as applicable.

14. ENTIRE AGREEMENT AND CONSTRUCTION

(a) This Agreement, along with the Statement(s) of Work and Change Order(s), contains the entire agreement and understanding of the parties with respect to the subject matter of this Agreement, and merges and supersedes in its entirety all prior agreements, discussions, and writings with respect to that subject matter. The parties agree that there are no other representations or warranties relating to the subject matter of this Agreement. No modification or alteration of this Agreement shall be effective unless made in writing and signed by both Provider and Customer. Additionally, each party represents and warrants to the other that in entering into this Agreement neither party has relied on any representations made by the other, except for those representations expressly made herein. Headings are included in this Agreement for convenience only and shall not affect the meaning or construction of this Agreement's provisions. Words used herein in the singular, where the context so permits, shall be deemed to include the plural and vice versa. The definitions of words in the singular herein shall apply to such words when used in the plural where the context so permits and vice versa.

15. ASSIGNABILITY AND RESALE

(a) Neither party may assign, transfer, sublicense, resell or encumber by security interest or otherwise this Agreement without obtaining the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. Provider shall have the right to terminate this Agreement immediately if Customer withholds its consent in violation of this Section, and the termination fee shall be immediately due and payable by Customer to Provider. Notwithstanding anything contained herein to the contrary, Customer hereby acknowledges and agrees that Provider shall in its sole discretion work with third parties to provide any or all of the Services. Provider shall remain liable for the actions of any such third party but only to the extent Provider would be liable under the terms and conditions of this Agreement if it had committed such actions.

16. COMPLIANCE WITH LAWS

(a) Each party shall carry out the obligations contemplated by this Agreement and shall otherwise deal with the subject matter hereof in compliance with all applicable laws, rules and regulations, of all governmental authorities, including, without limitation, any applicable legal restrictions on exports, and shall, at its own expense, obtain all permits and licenses required in connection with the subject matter hereof. Without limiting the foregoing, each party agrees that it shall comply fully with all applicable export and import laws, rules and regulations of the United States and other jurisdictions so that nothing provided by it under this Agreement is either (i) exported or imported, whether directly or indirectly, in violation of such laws, rules or regulations; or (ii) used for any illegal purpose, including without limitation the proliferation of nuclear, chemical or biological weapons.

17. THIRD PARTY APPLICATION COMPLIANCE

(a) Customer agrees to abide by the terms and conditions contained in the applicable license agreement. With respect to the Third Party Applications, Customer agrees it shall not (i) use the Third Party Applications except as expressly permitted by the applicable license or end user agreement, (ii) download, reproduce, copy, alter, modify, create derivative works, reverse engineer, disassemble, decompile or otherwise attempt to reveal the trade secrets or know-how underling the Third Party

Applications, (iii) sublicense, resell or transfer the Third Party Applications to a third party, (iv) use the Third Party Applications to develop a competing product, (v) remove any proprietary notices or disclaimers from the Third Party Applications, and (vi) export the Third Party Applications. All intellectual property rights in the Third Party Applications shall remain the sole property of the owner of such Third Party Applications. All third party components integrated with or used in connection with the Third Party Applications are provided on a "AS IS" basis and neither Provider nor the owner of the Third Party Applications shall be liable to Customer for any claims, losses or damages resulting from the third party components. Additionally, Customer acknowledges and agrees that the Third Party Applications is provided on an "AS AVAILABLE", "AS IS" basis without any warranties either express or implied and Provider and the owner of the Third Party Applications shall have no liability to Customer for the Third Party Applications. The owner of the Third Party Applications shall be deemed to be a third party beneficiary with respect to enforcement of its rights hereunder.

(b) Reserved.

18. **RESERVED**

(a) .

19. **SUCCESSORS AND ASSIGNS**

(a) This Agreement shall inure to the benefit of, and be binding upon the parties, their successors and permitted assigns.

20. **SEVERABILITY**

(a) Should any provision, term or covenant of this Agreement be found to be void, unenforceable, or contrary to the policy of any state or jurisdiction, then such provision, term, or covenant shall be severable from the remaining provisions, terms, and covenants of this Agreement which shall remain in full force and effect.

21. **SURVIVAL**

(a) Sections 3(c), 4(c), 4(d), 5, 6, 7, 11, 14, 15, 17, 19, 20, 22, 23 and 27, as well as those terms of this Agreement that expressly extend or by their nature should extend beyond termination or expiration of this Agreement shall survive and continue in full force and effect after any termination or expiration of this Agreement.

22. **GOVERNING LAW**

(a) Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof shall be governed by and construed exclusively in accordance with the Federal laws of the United States.

23. **RESERVED**

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24. **WAIVER OF JURY**

(a) EACH PARTY ACKNOWLEDGES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

25. COUNTERPARTS

(a) This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of such counterparts shall constitute one instrument. To facilitate execution of this Agreement, the parties may execute and exchange executed counterparts of the signature pages by email (.pdf format) or electronic signature (e.g., DocuSign or similar electronic signature technology).

26. FURTHER ASSURANCES

(a) The parties agree to do all such things and to execute such further documents as may be reasonably required to give full effect to this Agreement.

27. NOTICES

(a) Any notice or other communication to the parties shall be sent to the parties identified below or at such other places as they may from time to time specify by notice in writing to the other party.

Whenever notice is to be served under this Agreement, service shall be made personally, by email, by facsimile transmission, by overnight courier, or by registered or certified mail, return receipt requested. Notice shall be effective only on receipt by the party being served, except notice shall be deemed received 72 hours after posting by the United States Post Office in the manner described in this Section.

PROVIDER:

True Zero Technologies LLC.
5116 Kenwood Drive
Annandale, VA 22003
Attention: Jonathan Cooper
Phone: (703) 987-0544
[Email: jcooper@truezerotech.com](mailto:jcooper@truezerotech.com)

CUSTOMER:

Attention: _____
Phone: (____) ____-____
Email: _____

IN WITNESS WHEREOF, the parties have caused this Master Services Agreement to be executed by their duly authorized representatives as of the date first written above.

PROVIDER:

True Zero Technologies, LLC,
a Virginia limited liability company

By: _____
Name: _____
Title: _____
Date: _____

CUSTOMER:

_____,
a _____

By: _____
Name: _____
Title: _____
Date: _____

ADDENDUM “A”

STATEMENT OF WORK