

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

1. **Scope.** This Rider and the attached Corellium, Inc. ("Manufacturer") product specific license terms establish the terms and conditions enabling immixTechnology ("Contractor") to provide Manufacturer's information technology products and services to Ordering Activities under immixTechnology's GSA MAS IT contract number GS-35F-0265X (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 immixTechnology 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extent any Attachment A Terms are inconsistent with Federal law (See, FAR 12.212(a)), such inconsistent terms shall be superseded, unenforceable and of no legal force or effect in all resultant orders under the Schedule Contract, including but not limited to the following provisions: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.** Except in the case of GSA Customer's uncured material breach of the Agreement in accordance with the Contract Disputes Act, 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 immixTechnology 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.** immixTechnology 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.

Corellium, Inc.

Terms of use

Please read the following terms of use carefully. These terms contain important information regarding your legal rights, remedies, and obligations.

Last Updated: May 16, 2023

Welcome to corellium.com, which, along with the Corellium Products and Corellium Services (defined below) and all content and features contained therein, is owned and operated by Corellium®, Inc., a Delaware company (hereinafter sometimes also referred to as "Corellium," "we," "us," or "our").

IMPORTANT: PLEASE READ ALL OF THE FOLLOWING TERMS OF USE CAREFULLY. THESE TERMS CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS. THESE INCLUDE (BUT ARE NOT LIMITED TO) VARIOUS LIMITATIONS AND EXCLUSIONS, A CLASS ACTION WAIVER, A CLAUSE THAT GOVERNS THE JURISDICTION AND VENUE OF DISPUTES, AND OBLIGATIONS TO COMPLY WITH APPLICABLE LAWS AND REGULATIONS.

1. Acceptance

By signing a relevant Order Form for the Corellium Products or Corellium Services, you accept and agree to be bound by these Terms and Conditions ("Terms"). If you do not agree to these Terms, then do not order, access, or use the Site, Corellium Products, or Corellium Services.

The Corellium Services are made available only to persons who are the age of majority and can form legally binding contracts under applicable law. Without limiting the foregoing, the Corellium Services are not intended to be used by individuals under the age of 18. If you do not qualify, do not access or use the Site, Corellium Products, or Corellium Services.

If you are accepting these Terms on behalf of a company, a governmental body, or other legal entity, you represent and warrant that you have the authority to bind such entity; that such entity agrees to be legally bound by the Terms; and that neither you nor such entity are barred from using the Corellium Services or accepting the Terms under the laws of the applicable jurisdiction. If acceptance is on behalf of an entity, then any reference to the terms "you" and "your" shall mean that entity. Corellium and Customer, Authorized User (as defined herein) and you may be referred to herein collectively as the "Parties" or individually as a "Party."

Your use of the Corellium Services is also subject to our Privacy Policy and Intellectual Property Policy, which are attached hereto and available on the Site at www.corellium.com/privacy and www.corellium.com/ip, respectively, as well as any policies and procedures we publish from time to time (collectively, the "Policies"). We reserve the right to non-materially modify these Terms at any time, with such changes becoming effective upon Corellium posting the modified

Terms to the Site and upon written notice to you in your Account (defined herein) or by email to the Customer. Each time you use the Site, Corellium Products, or Corellium Services, the then-current version of the Terms will apply. If you use the Site, Corellium Products, or Corellium Services after a non-material modification of these Terms, you agree to be bound by the Terms as modified.

You represent that any information you submit to us when using the Site, Corellium Products, or Corellium Services is accurate, truthful, and current. You also represent that your use of the Site, Corellium Products, or Corellium Services does not violate any applicable law or regulation.

2. Definitions

The definitions for some of the defined terms used in these Terms are set forth below. The definitions for other defined terms are set forth elsewhere in these Terms.

“Affiliate” means, with respect to any entity, any other entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such entity. The term “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract, or otherwise.

“Authorized User” means an employee, agent, representative, or individual contractor of Customer (including, any sales representatives and retailers), or such other party who has been authorized by Customer to use the Corellium Products and Corellium Services, as well as any guest invited by Customer to access and use the Corellium Products or Corellium Services.

“Corellium Product(s)” means the products or applications offered by Corellium in connection with the Corellium Services that are described on the applicable Corellium Order Form including without limitation the Corellium Software and the Equipment.

“Corellium SaaS” means Corellium Software and related software-as-a-service, hosting, maintenance and/or support for Corellium Services made available by Corellium for remote access and use by Customer and its Authorized Users, including any Documentation and Updates thereto and any equipment or technology used by Corellium in connection with the foregoing.

“Corellium Services” means the services provided by Corellium under the applicable Corellium Order Form, including but not limited to the Corellium SaaS and other services as Corellium may offer or provide from time to time. Such Corellium Services are provided by Corellium in its role as Data Processor on behalf of the Customer, Authorized User, or you.

“Corellium Software” means the virtualization software developed by Corellium and such other software as may be from time to time offered by Corellium as standalone executable software, software pre-installed on Equipment, software-as-a-service, or other such means as may be determined by Corellium from time to time.

"Customer Installed Programs" means any third-party software or, if applicable, Customer's or any Authorized User's own proprietary software that Customer or such Authorized User is required to have installed on their own computers in order to access and properly interact with the Corellium Products and Corellium Services.

"Customer" means the person or entity (i) who has subscribed to the Corellium Products and Corellium Services with us, and/or with respect to whom we have created a Company Account; and (ii) has specifically authorized you as an Authorized User to access Corellium Products and Corellium Services under their Company Account subject to these Terms.

"Data Controller" means an entity that has the authority over the processing of personal information. This entity controls the use of personal data by determining the purposes for its use and the way the data will be processed. The Customer, Authorized User, or you serve as the Data Controller responsible for decisions regarding any data or content stored, processed, or otherwise transmitted using Corellium Products.

"Data Processor" means an individual or organization that processes data on behalf of the Data Controller. In connection with the processing of Personal Data, Corellium serves as a Data Processor in furtherance of decisions by the Customer, Authorized User, or you regarding the processing of Personal Data.

"Destructive Elements" means computer code, programs, or programming devices that are intentionally designed to disrupt, modify, access, delete, damage, deactivate, disable, harm, or otherwise impede in any manner, including aesthetic disruptions or distortions, the operation of the Corellium Product or any other associated software, firmware, hardware, computer system, or network (including, without limitation, "Trojan horses," "viruses," "worms," "time bombs," "time locks," "devices," "traps," "access codes," or "drop dead" or "trap door" devices) or any other harmful, malicious, or hidden procedures, routines, or mechanisms that would cause the Corellium Product to cease functioning or to damage or corrupt data, storage media, programs, equipment, or communications, or otherwise interfere with operations.

"Documentation" means any guides and other documentation for any Corellium Product or Corellium Service that Corellium provides to Customer either directly or through publication on the Corellium SaaS or other means made available to the Customer.

"Equipment" means certain Arm-based servers or other hardware containing an object-code version of the Corellium Software sold, leased, or rented to Customer under an applicable Order Form.

"GDPR" means the General Data Protection Regulation, otherwise known as Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons about the processing of personal data and on the free movement of such data.

"Intellectual Property Right(s)" means, with respect to any thing, material or work (hereinafter, a "Work"): (a) any and all worldwide copyrights, trademarks, trade secrets and any other intellectual property and proprietary rights and legal protections in and to such Work including but not limited to all rights under treaties and conventions and applications related to any of the foregoing; (b) all patents, patent applications, registrations and rights to make applications and registrations for the foregoing; (c) all goodwill associated with the foregoing; (d) all renewals, extensions, reversions or restorations of all such rights; (e) all works based upon, derived from, or incorporating the Work; (f) all income, royalties, damages, claims, and payments now or hereafter due or payable with respect thereto; (g) all causes of action, either in law or in equity for past, present or future infringement based on the Work; (h) all rights corresponding to each of the foregoing throughout the world; and (i) all the rights embraced or embodied therein, including but not limited to, the right to duplicate, reproduce, copy, distribute, publicly perform, display, license, adapt, prepare derivative works from the Work, together with all physical or tangible embodiments of the Work.

"Order Form" means a document or website form, whether or not entitled or specifically identified as an "Order Form," that is signed or otherwise agreed to by authorized representatives of both Parties and that sets forth various terms and conditions applicable to the Corellium Products and Corellium Services purchased or subscribed for by the Customer, which may include any or all of the following: (i) the Corellium SaaS to be provided by Corellium; (ii) any Corellium Product(s) being ordered; (iii) the Subscription Term; (iv) the applicable fees; and (v) other mutually-agreed upon terms and conditions. Each Corellium Order Form is deemed incorporated into and made a part of these Terms. To the extent any provision set forth in the Corellium Order Form conflicts with any provision set forth elsewhere in these Terms, the provision set forth in these Terms shall govern, unless the Corellium Order Form includes the section numbers of these Terms that the Parties agree no longer govern or are modified for the matters covered thereby.

"Prohibited Content" means content that: (i) is illegal under applicable law; (ii) violates any third party's intellectual property rights, including, without limitation, copyrights, trademarks, patents, and trade secrets; (iii) contains indecent or obscene material; (iv) contains libelous, slanderous, or defamatory material, or material constituting an invasion of privacy or misappropriation of publicity rights; (v) promotes unlawful or illegal goods, Corellium Services, or activities; (vi) contains false, misleading, or deceptive statements, depictions, or sales practices; (vii) contains Destructive Elements; or (viii) is otherwise objectionable to Corellium in its sole discretion.

"Severe Infraction" means breach or violation by Customer or any Authorized User of their respective obligations not to (nor authorize, permit, or encourage any third party to) do the following: (i) reverse engineer, decompile, disassemble, or otherwise attempt to discern the source code or interface protocols of the Corellium Software or Corellium Services; (ii) modify, adapt, or translate the Corellium Software or Corellium Services; (iii) make any copies of the Corellium Software or Corellium Services; (iv) resell, distribute, or sublicense

the Corellium Software, Corellium Services, any Corellium Product, or use any of the foregoing for the benefit of anyone other than Customer or the Authorized Users unless expressly set forth in the Corellium Order Form; (v) use the Corellium Software, Corellium Services, or any Corellium Product (1) in violation of any applicable law or regulation, for any illegal purpose, or in a way that violates, infringes, or misappropriates Corellium's or any third party's Intellectual Property Rights, as determined by Corellium in its sole and absolute discretion, (2) in order to build a competitive (or substitute) product or service, or (3) for any purpose not specifically permitted in these Terms; (vi) introduce, post, or upload to the Corellium Software, Corellium Services, or any Corellium Product any Prohibited Content; (vii) attempt a denial of service attack on the Corellium system or any part thereof, or attempt to hack or break any security mechanism of or on the system or any Service; (viii) access or use the Corellium system or any Service or Corellium Product in a way that poses a security or service risk to Corellium, to any user of Corellium Services offered by Corellium, to any third party on the SaaS Service, or to any of Corellium's or their respective customers, or may subject Corellium or any third party to liability or damages; (ix) access or use the Corellium Software or Corellium Services in a way intended to avoid incurring Fees or exceeding usage limits or quotas; or (x) if Corellium determines, in its sole and absolute discretion, that the provision of any of the Corellium Software, Corellium Services or Corellium Products to Customer or any Authorized User is prohibited by any applicable law, or has become impractical or unfeasible for any legal or regulatory reason.

"Site" means Corellium's website located at www.corellium.com or any other website under the ownership and control of Corellium and provided in connection with the Corellium Products and Corellium Services.

"Subscription Term" is the applicable license or subscription period defined and set forth in the Corellium Order Form. If for any reason the Corellium Order Form does not provide a Subscription Term, the Subscription Term shall be twelve (12) months from the applicable invoice date or effective date specified in the Corellium Order Form.

"Updates" means any corrections, fixes, patches, workarounds, and minor modifications to the SaaS Service that Corellium provides generally to customers.

3. Registration and account

Certain of the Corellium Services, including the Corellium SaaS, or portions of the Site may require you to register for an account ("Account"). As part of the Account creation process, you may be asked to provide a username and password unique to the Account ("Login Information"). You are responsible for the confidentiality and use of your Login Information and agree not to transfer or disclose your Login Information to any third party other than an individual with express authority to act on your behalf. If you suspect any unauthorized use of your Account, you agree to notify us immediately. You are solely responsible for any activities occurring under your Account. You have no ownership right to your Account. If you are registering an Account as the Authorized User of an

organization, that organization may have administrator rights to access your account and any information provided under your Account.

If you register for the Corellium Services on behalf of an organization, you may grant access to the Corellium Services to certain Authorized Users, subject to the limits of any plan for which you enroll. We may require that each Authorized User have unique Login Information. When registering for an Account and accessing the Corellium Services, you represent or warrant that the information you enter for your organization is correct. You acknowledge and agree that (i) the organizational account owner is responsible for all activity under Authorized User accounts and (ii) organizational administrators may have access to all activity/data under all Authorized Users' accounts

4. License

Subject to and conditioned on your payment of all applicable Fees and your compliance with all of the Terms, Corellium hereby grants you a limited, non-exclusive, non-sublicensable, and non-transferable right to access and use the Corellium Software in the form identified in your Order Form, for the duration identified in your Order Form, solely for your internal business purposes.

If applicable, Corellium shall electronically deliver or make available the Corellium SaaS, such that no tangible media passes to Customer. Customer will be responsible for obtaining Internet connections and other third-party software and Corellium Services necessary for it to access the SaaS Service.

To the extent Customer has purchased, leased, or rented Equipment, Customer's use of the Corellium Software is limited to such use only in connection with such Equipment and solely for Customer's internal business purposes.

Customer will not (and will not authorize, permit, or encourage any third party or Authorized User to): (i) allow anyone other than Authorized Users to access and use the Corellium Services or the Corellium Products; (ii) allow an Authorized User to share with any third party the User's Login Information to the SaaS Service; (iii) remove or modify any proprietary marking or restrictive legends placed on the Service, any Corellium Product, or the Documentation; or (iv) take any action, or fail to act in a way, that results in a Severe Infraction.

As between Corellium and Customer, Corellium retains title to and ownership of Corellium Software, Corellium Services, Corellium Products, the Documentation, and any content, materials, improvements or derivative works thereof, together with all copyrights, trademarks, and other Intellectual Property Rights relating thereto. Customer will have no rights with respect to Corellium Intellectual Property Rights, Corellium Software, Corellium Services, Corellium Products, or the Documentation other than those expressly granted under these Terms.

5. Third Party Materials

The Site may contain links to websites we do not operate, control, or maintain ("Third-Party Websites"). We do not endorse any Third-Party Websites, and we make no representation or warranty in any respect regarding the Third-Party Websites. Any links to Third-Party Websites are provided solely for your convenience. If you do access any Third-Party Websites, you do so at your own risk and waive any and all claims against us regarding the Third-Party Websites or our links thereto.

The Corellium Products and Corellium Software may be compatible with certain software, applications, and resources we do not operate, control, or maintain ("Third-Party Software"). We are not affiliated with and do not endorse any Third-Party Software, and we make no representation or warranty in any respect regarding any Third-Party Software. Any links to Third Party Software provided through the Site, Corellium Products, or Corellium Services are provided solely for your convenience. If you access or use any Third-Party Software, you do so at your own risk and waive any and all claims against us regarding the Third-Party Software or our links thereto. Your use of any Third-Party Software may be governed by the specific terms and conditions set forth by such third parties. Accordingly, Customer acknowledges that the use of any Third-Party Websites or Third-Party Software is governed by such terms and conditions and licenses between Customer and such third parties ("Third-Party Terms and Conditions"). Customer agrees and acknowledges that it is responsible for complying with such Third-Party Terms and Conditions and is in fact in such compliance.

6. Customer data

Customer will own all right, title, and interest in and to (a) any intellectual property owned or developed by you or your licensees or subcontractors, including anything you develop while using the Corellium Products or Corellium Services; (b) documents, email, software, or other data uploaded through the Corellium Services or otherwise provided to us in the course of using the Corellium Products or Corellium Services, including all Intellectual Property Rights therein; or (c) any other data or documents uploaded to the Corellium Services by Customer or any of its Authorized Users (collectively, "Customer Data"). We acknowledge and agree that, at all times, we are not and shall not be the rightful owner of Customer Data, and shall not use Customer Data, except as expressly permitted by these Terms, required by law, required to provide the Corellium Services to you, or as otherwise authorized by you in writing. Specifically subject to the restrictions in this paragraph, we shall have the right to collect and analyze data and other information relating to the provision, use, and performance of various aspects of the Corellium Services and related systems and technologies (including, without limitation, anonymous and aggregated information concerning use of Customer Data in the Corellium Services), and we will be free, during and after the term hereof, to (i) use such information and data to improve and enhance the Corellium Services, and for other development, diagnostic, and corrective

purposes in connection with the Corellium Services, and (ii) disclose such data solely in aggregate or other de-identified form in connection with our business. No rights or licenses are granted in the Customer Data except as expressly set forth herein.

7. User content generally

When you post content and information to the Site or in connection with the Corellium Services, whether within your Account as Customer Data, or otherwise (collectively, “User Content”), you represent and warrant to us that (1) you own or have rights to use the User Content, (2) the posting of the User Content does not violate any rights of any person or entity, and (3) you have no agreement with or obligations to any third party that would prohibit your use of the Site, Corellium Products, or Corellium Services in the manner so used. You agree to pay all royalties, fees, and any other monies owing to any person or entity by reason of any User Content posted by you to the Site or through the Corellium Services.

Our team is dedicated to keeping Customer Data secure. We will implement and maintain technical and organizational measures designed to protect Customer Data against accidental or unlawful loss, alteration, access or disclosure. Such measures will include but are not limited to encryption, monitoring, network controls, personnel training, and regular security testing. When you close your Account, we will remove Customer Data from our servers within 30 days of the closure of your Account. You acknowledge and agree that you will not have access to Customer Data after cancellation of your subscription or closure of your account, that deletion may occur sooner than 30 days following the closure of your Account, and that after deletion you will not be able to retrieve Customer Data.

8. Fees and payment terms

Payment Terms. Customer shall pay Corellium or its authorized reseller as applicable the fees set forth in the Order Form without offset or deduction (“Fees”). Customer shall make all payments in US dollars on or before the due date set forth in Order Form or otherwise in accordance with these Terms. If Customer fails to make any payment when due, in addition to all other remedies that may be available: (i) Corellium may charge interest on the past due amount at the highest rate permitted under applicable law in accordance with the Prompt Payment Act (31 USC 3901 et seq) and Treasury regulations at 5 CFR 1315, calculated daily and compounded monthly; and (ii) Reserved. Corellium 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).

Subscription Fees. We may require Fees for Corellium Services to be paid on a recurring basis or on an as-used basis (“Subscription Fees”). By signing up for such Corellium Services, including after any free trial period, you agree to pay us the Fees as set forth in your Order Form, or as otherwise agreed in writing. In other instances, you may be charged

on a per usage basis. Subscription Fees may be paid by credit card, debit card, or other payment forms we may permit..

9. Term and termination

Term. The term of these Terms shall commence on the applicable invoice date or effective date specified in the Order Form and continue for the Subscription Term, unless otherwise terminated as provided in this Section. The Subscription Term may be renewed for a term of equal length by executing a written order. Corellium will notify Customer of the renewal date and provide current renewal pricing at least sixty (60) days prior to the expiration of the current term.

Termination for Inactivity. Either Party may terminate these Terms or any Order Form upon written notice to the other Party if there are no current Corellium Order Forms in effect and none have been effective within the previous sixty (60) days.

Termination by Customer. Customer may terminate these Terms at the end of the Subscription Term specified in the Corellium Order. Notwithstanding the foregoing, you may cancel any subscription based Corellium Service at any time from your Account settings or as otherwise agreed by us in writing. You will continue to have access to that Subscription Service through the end of your then current billing period, but you will not be entitled to a refund or credit for any Subscription Fees already due or paid.

Termination by Corellium. 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, Corellium 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.

Termination of an Authorized User by Customer. Customer may terminate any Authorized User's right to access and use the Corellium Products or Corellium Services by changing the Authorized User configurations in the Company Account.

Termination of an Authorized User by Corellium. Corellium may terminate the right of any Authorized User to access and use the Corellium Products or Corellium Services in accordance with the Contract Disputes Act if: i) Customer revokes its status as an Authorized User; ii) an Authorized User fails to comply with any of the terms or conditions of these Terms; iii) Customer defaults under or breaches any of the provisions of these Terms; or iv) either Corellium or Customer terminates these Terms, or a Corellium Order Form, as applicable, for any reason or no reason.

Effect of Expiration or Termination. Upon expiration or earlier termination of these Terms, any licenses granted hereunder will also terminate, and, without limiting Customer's obligations hereunder, Customer shall cease using and delete, destroy, or return all copies of the Corellium Software (whether from the Equipment or otherwise) and certify in writing to Corellium that the Corellium Software has been deleted or destroyed. No

expiration or termination will affect Customer's obligation to pay all Fees that may have become due before such expiration or termination or entitle Customer to any refund.

10. Support

You may use Corellium's self-service Knowledge Base at support.corellium.com to find answers to most common questions. You may submit support requests via the Corellium Help Desk at support.corellium.com, or by emailing support@corellium.com. Corellium will use commercially reasonable efforts to resolve support requests in a prompt and timely manner. Support is provided Monday - Friday 9-5 EST, except on federally recognized US holidays.

In order to resolve support requests, Corellium may require you to provide a general description of the operating environment, a list of hardware components, a reproducible test case, and certain log files, trace files, or system files. Failure to provide this information may prevent Corellium from identifying and resolving the alleged issue. Support is provided only for users with active Subscriptions. Corellium reserves the right to provide Company with a workaround in lieu of fixing an alleged defect should Corellium in its sole judgment determine that it is more effective to do so. Support requests are limited to Corellium Products that are current and up to date.

11. Modifications, Maintenance, and Updates

Modifications. Corellium reserves the right to, and may at any time from time to time: (i) enhance, modify or remove any feature(s) or functionality of any Site, Corellium Product, or Corellium Services; (ii) add additional service offerings; or (iii) remove service offerings (parts (i) – (iii) collectively, "Service Revisions"). Corellium may notify Customer of any

material Service Revisions that will substantially impact Customer's use of the Corellium Products or Corellium Services by posting notice of such material Service Revisions on the Corellium SaaS or other support page or by email. Unless, and only to the extent, Corellium provides otherwise, any Service Revisions will become effective immediately upon their implementation by Corellium. In the event that Corellium discontinues or materially diminished functionality of a Service that Customer has contracted for, Customer shall be entitled to a pro rata refund for any fees paid not used. Customer's and any Authorized User's continued use of any Corellium Product or Corellium Service after any Service Revisions become effective constitutes Customer's and that Authorized User's acceptance of the Service Revisions.

Maintenance. At any time from time to time, with or without notice and without Corellium liability to Customer or any Authorized User, all or part of any Corellium Products or Corellium Services may be suspended: (i) in order to maintain (e.g. update, modify, upgrade, patch or repair) the Corellium system or any part or aspect of its infrastructure; (ii) as Corellium determines may be required by applicable law; (iii) as Corellium determines to be necessary to protect its system or any part thereof, or any other party of its infrastructure, from unauthorized access or any attack; or (iv) as the result of technical issues or system failures. Corellium will make a good faith effort to notify Customer in advance of any scheduled suspension of the applicable Corellium Products or Corellium Services.

Updates. The Site, Corellium Products, and Corellium Services, including their functions and functionality, may be changed by Corellium while these Terms are in effect by means of Updates. Updates may modify or delete in their entirety certain features and functionalities. You acknowledge and agree that Updates will be deemed to be part of the Site, Corellium Products, and Corellium Services, as applicable, and will be subject to the terms and conditions of these Terms. Customer agrees to install or otherwise implement Updates when made available by Corellium, and Customer's sole recourse in the event it does not desire to accept an Update is to immediately cease the use of the Site, Corellium Products, or Corellium Services, as applicable.

12. Notice of infringement

Corellium respects intellectual property laws and expects all Customers to do the same. It is Corellium's policy to terminate in appropriate circumstances the Accounts of Customers who repeatedly infringe or are believed to be repeatedly infringing the rights of Intellectual Property owners. Claims of trademark, copyright, or patent infringement or any other alleged intellectual property violations should be sent to Corellium's designated agent. Please review Corellium's Intellectual Property Policy, found at www.corellium.com/ip for further information regarding our intellectual property policies and procedures for notifying us of any alleged infringement.

13. Warranty and disclaimer

Corellium warrants that the Services Site, Corellium Products will, for a period of sixty (60) days from the date of your receipt, perform substantially in accordance with Services Site,

Corellium Products written materials accompanying it. EXCEPT AS EXPRESSLY SET FORTH IN THE FOREGOING, Except as otherwise provided herein, you agree that the Services Site, Corellium Products, and Corellium are available on an “as is” basis, without any warranty, and that you use the Site, Corellium Products, and Corellium at your own risk.

WE DISCLAIM, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, (A) WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, (B) WARRANTIES AGAINST INFRINGEMENT OF ANY THIRD PARTY INTELLECTUAL PROPERTY OR PROPRIETARY RIGHTS, (C) WARRANTIES RELATING TO DELAYS, INTERRUPTIONS, ERRORS, OR OMISSIONS IN THE CORELLIUM SERVICES OR ON THE SITE, (D) WARRANTIES RELATING TO THE ACCURACY OR CORRECTNESS OF DATA ON THE CORELLIUM SERVICES, AND (E) ANY OTHER WARRANTIES OTHERWISE RELATING TO OUR PERFORMANCE, NONPERFORMANCE, OR OTHER ACTS OR OMISSIONS.

WE DO NOT WARRANT THAT THE SITE, CORELLIUM PRODUCTS, OR THE CORELLIUM SERVICES WILL OPERATE ERROR-FREE. IF YOUR USE OF THE SITE, CORELLIUM PRODUCTS, OR THE CORELLIUM SERVICES RESULTS IN THE NEED FOR SERVICING OR REPLACING EQUIPMENT OR DATA, WE ARE NOT RESPONSIBLE FOR ANY SUCH COSTS.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN CATEGORIES OF DAMAGES OR IMPLIED WARRANTIES; THEREFORE, THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IN SUCH JURISDICTIONS, OUR LIABILITY IS LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

14. Limitation of liability

ANY LIABILITY WE HAVE TO YOU IN CONNECTION WITH THESE TERMS OR THE SITE, CORELLIUM PRODUCTS, OR CORELLIUM SERVICES UNDER ANY CAUSE OF ACTION OR THEORY, IS STRICTLY LIMITED TO, IN AGGREGATE FOR ALL VIOLATIONS, THE AMOUNT PAID TO YOU BY US FOR YOUR USE OF THE CORELLIUM SERVICES IN THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO THE CLAIM. WITHOUT LIMITING THE PREVIOUS SENTENCE, IN NO EVENT SHALL WE OR ANY OF OUR AFFILIATES BE LIABLE TO YOU FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH, THESE TERMS. THE FOREGOING LIMITATIONS APPLY WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF WE OR OUR AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO (1) PERSONAL INJURY OR DEATH RESULTING FROM LICENSOR'S NEGLIGENCE; (2) FOR FRAUD; OR (3) FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW.

15. Indemnification

By Corellium. Corellium shall indemnify, have the right to intervene to defend, and hold harmless Customer from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) ("Losses") incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("Third-Party Claim") that the Corellium Software, or any use of the Corellium Software in accordance with these Terms, infringes or misappropriates such third party's US intellectual property rights, provided that Customer promptly notifies Corellium in writing of the claim, cooperates with Corellium,

and allows Corellium authority to control the defense and settlement of such claim. If such a claim is made or appears possible, Customer agrees to permit Corellium, at Corellium's sole discretion, to (A) modify

or replace the Corellium Software, or component or part thereof, to make it non-infringing, or (B) obtain the right for Customer to continue use. If Corellium determines that none of these alternatives is reasonably available, either party may terminate these Terms, in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer. This Section 15.1 will not apply to the extent that the alleged infringement arises from: (A) use of the Corellium Software in combination with data, software, hardware, equipment, or technology not provided by Corellium or authorized by Corellium in writing; (B) modifications to the Corellium Software not made by Corellium; or (C) use of any version other than the most current version of the Corellium Software or Documentation delivered to Customer; or (D) Third-Party Software. THIS SECTION 15 SETS FORTH COMPANY'S SOLE REMEDIES AND CORELLIUM'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE CORELLIUM SOFTWARE INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY. 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.

16. Confidential information

From time to time during the Term, either you or Corellium may disclose or make available to the other party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in writing, and whether or not identified as "confidential" (collectively, "Confidential Information"). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving Party at the time of disclosure; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (d) independently developed by the receiving Party. The receiving Party shall not disclose the disclosing Party's Confidential Information to any person or entity, except to the receiving Party's employees who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (ii) to establish a Party's rights under these Terms, including to make

required court filings. On the expiration or termination of these Terms, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed. Each Party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire five years from the date first disclosed to the receiving Party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of these Terms for as long as such Confidential Information remains subject to trade secret protection under applicable law. Corellium 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.

17. Questions regarding data processing and data privacy

Questions regarding how Corellium processes, stores, or transmits data, including Personal Data, may be directed to Corellium in accordance with our Privacy Policy attached hereto and found at www.corellium.com/privacy.

18. Electronic signatures and notices

Certain activities on the Site, Corellium Products, or Corellium Services may require you to make an electronic signature. You understand and accept that an electronic signature has the same legal rights and obligations as a physical signature.

If you have an Account, you agree that we may provide you any and all required notices electronically through your Account or other electronic means. You agree that we are not responsible for any delivery fees charged to you as a result of your receipt of our electronic notices.

19. Governing law

These Terms are governed by the Federal law of the United States, without giving effect to conflicts of law principles.

20. Reserved

21. Notice for California users

Under California Civil Code Section 1789.3, California Website users are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 N. Market Blvd., Suite S-202, Sacramento, California 95834, or by telephone at (800) 952-5210.

22. Force majeure

In accordance with GSAR 552.212-4(f), Nonperformance of either Party will be excused to the extent that performance is rendered impossible by strike, fire, flood, governmental acts, orders or restrictions, failure of suppliers, or any other reason where failure to

perform is beyond the control of and not caused by the negligence of such Party.

23. U.S. government

With respect to the procurement or use of any Corellium Service or Corellium Product by or for any agency or part of the U.S. Government, any software provided in connection with any Service and any related explanatory written materials are “commercial items” as that term is defined at 48 CFR Section 2.102, consisting of “Commercial Computer Software” and “Commercial Computer Software Documentation” as such terms are used in 48 CFR Section 12.212 or 48 CFR Section 227.7202, as applicable. Consistent with 48 CFR Section 12.212 or 48 CFR Section 227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computers Software Documentation are being licensed to the U.S. Government end Authorized Users (a) only as Commercial Items; and (b) with only those rights as are granted to Customer or its Authorized Users pursuant to the terms, conditions and restrictions of these Terms. All Computer Software, technical data and documentation were developed exclusively at private expense by Corellium or its third-party licensors or suppliers.

24. Entire agreement

These Terms including any Order Forms, Policies, and any exhibits to any of the foregoing contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes and replaces all prior or contemporaneous agreements, proposals, understandings, commitments, or negotiations with respect thereto, including, without limitation, any confidentiality or non-disclosure agreements, whether written or oral, and any prior click-wrap, shrink-wrap, or browse-wrap agreements between the Parties with respect to the terms and conditions hereof. There are no other oral or written understandings, terms, or conditions, and neither Party has relied upon any representation, express or implied, not contained in these Terms.

25. Notices

All notices, requests, consents, claims, demands, waivers, and other communications hereunder must be in writing and addressed to the Parties at the physical addresses or

email addresses set forth on the signature page of these Terms (or to such other address that may be designated by the Party giving notice from time to time in accordance with this Section). All notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), email, (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in these Terms, a notice is effective only: (i) upon receipt by the receiving Party, and (ii) if the Party giving the notice has complied with the requirements of this Section.

26. Amendment and modification; waiver

No amendment to or modification of these Terms is effective unless it is in writing and signed by an authorized representative of each Party. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in these Terms, (i) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from these Terms will operate or be construed as a waiver thereof and (ii) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

27. Severability

If any provision of these Terms is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of these Terms or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties hereto shall negotiate in good faith to modify these Terms so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

28. Assignment

Customer may not assign or transfer any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of Corellium. Any purported assignment, transfer, or delegation in violation of this Section is null and void. No assignment, transfer, or delegation will relieve the assigning or delegating Party of any of its obligations hereunder. These Terms are binding upon and inures to the benefit of the Parties hereto and their respective permitted successors and assigns.

29. Equitable relief

Customer acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations hereunder would cause Corellium irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, to the extent not prohibited by applicable law, Corellium will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be

available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

30. Survival

Any right or obligation of the Parties in these Terms which, by its express terms or nature and context is intended to survive termination or expiration of these Terms, will survive any such termination or expiration.

31. Counterparts

These Terms may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THESE TERMS AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS THEREOF.