



Software License Agreement

This SOFTWARE LICENSE AGREEMENT (“Agreement”) is entered into on the “**Effective Date**” stated in Appendix A, attached hereto and made a part hereof, by and between Sequoia Holdings, Inc., a Virginia corporation with its principal office at 11180 Sunrise Valley Drive, Suite 110, Reston, Virginia 20191 (hereinafter “Licensor”) and “Customer”, an entity more fully described in Appendix A (Customer and Licensor are the “Parties”).

WHEREAS, Customer has requested, and Licensor desires to provide, installation and use of the Software and related Services (as defined below) in accordance with the terms and conditions hereof;

NOW THEREFORE, in consideration of the mutual covenants exchanged herein, the Parties hereby agree as follows:

1. Definitions

1.1 “Confidential Information” means the Licensor Confidential Information and the Customer Confidential Information.

1.2 “Customer Confidential Information” means all confidential Customer proprietary information disclosed by Customer to Licensor in connection with the performance of this Agreement, as well as all Intellectual Property Rights relating thereto.

1.3 “Customer Enterprise Server” means the computer(s) or computer space dedicated by Customer for the purpose of hosting the Software.

1.4 “Defect” means a defect, failure, bug, malfunction, or nonconformity in the Software that prevents the Software from operating in accordance with the applicable Specifications and Documentation.

1.5 “Documentation” means all documents and materials (in any language, format or medium) that are normally supplied by Licensor to its commercial Software licensees to aid in the use and operation of the Software, whether in hard copy or electronic form, and all modifications to such documents or materials that are made by or on behalf of Licensor and communicated to Customer in accordance with this Agreement from time to time.

1.6 “Enrollment Fee” is that fee described in Appendix A. Other required or optional fees and charges are also described in Appendix A.

1.7 “Intellectual Property Rights” means any and all proprietary rights of any kind, tangible or intangible, now known or hereafter existing, including without limitation copyrights, trade secrets, trademarks, and patents, and all registrations and applications thereof now or hereafter in force.

1.8 “Licensor Confidential Information” means all confidential and/or proprietary information and trade secrets of Licensor, whether or not memorialized, and in any form or media, regarding Licensor or the

Licensor’s business, including without limitation those relating to Licensor’s intellectual property and technology (whether owned or licensed), Software including all programs, code, documentation, and information or data included therein, research and development, systems, software, business plans, business operations, strategies, financial information, technical information, customers, customer lists, suppliers and operating policies and procedures, and any third-party information that Licensor is required to keep confidential.

1.9 “Licensor Materials” means all Software, Licensor Confidential Information, and all other proprietary materials of Licensor, whether owned by Licensor or leased or licensed by Licensor from one or more third parties.

1.10 “Specifications” means and includes: (i) the published specifications for the Software; and (ii) any additional description of the functional, technical, design and performance characteristics of the Software provided by Licensor to Customer in writing.

1.11 “Software” means the specific version or generation of Licensor’s Sequoia Combine™ proprietary software that is provided to Customer hereunder to help Customer test and validate its software against a unique set of software code and network configurations developed by Licensor within the Amazon Web Services (AWS) cloud computing service, including any Updates and Work Product, along with any other software licensed to Customer by Licensor hereunder, all Documentation, and all graphics, text, data, reports, code, specifications, memoranda, content, software (including source code), copy, scripts, data files, drawings, documentation, artwork, illustrations, graphic designs, text, information, photographs, images, audio and video materials, in any format or media. Notwithstanding anything in this Agreement to the contrary, Customer will have no right under this Agreement, whether or not Licensor is in breach of this Agreement, to receive the source code of the Software.



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1.12 “Update” means all revisions, patches, workarounds, scripts or modifications made available by Licensor to its licensees to (i) improve upon or repair existing features and operations within the Software; (ii) ensure compatibility with new releases of existing systems (including hardware, operating systems and middleware) and external services through standardized interfaces; or (iii) comply with applicable laws, regulations, industry standards or market practice. “Update” does not include any new versions or generations of the Software. The foregoing definition does not impose any obligation on Licensor to provide any Updates under this Agreement; it is understood that any such Updates are entirely voluntary on Licensor’s part, and Licensor may charge a fee for Updates.

1.13 “Work Product” means all works of authorship and other works and all copies thereof, including without limitation all graphics, text, data, reports, code, specifications, memoranda, content, software (including source code), copy, scripts, data files, drawings, documentation, artwork, illustrations, graphic designs, text, information, photographs, images, audio and video materials, in any format or media, that are authored, prepared, designed, created, contemplated or developed in whole or in part by Licensor hereunder, and including all related Intellectual Property Rights.

2. Intellectual Property Rights

2.1 Licensor. Licensor Materials are proprietary to Licensor or Licensor’s licensors, and all right, title and interest, including without limitation all Intellectual Property Rights therein, belong to Licensor or Licensor’s licensors. Nothing in this Agreement transfers any rights in the Licensor Materials, including without limitation the Software, to Customer or any third party except for the limited license as expressly set forth herein.

2.2 Customer. Customer Confidential Information is proprietary to Customer, and all right, title and interest, including without limitation all Intellectual Property Rights therein, belong to Customer.

3. License Grant; Restrictions; Use

3.1 License. Subject to the terms and conditions of this Agreement, upon timely payment in full of the Enrollment Fee, and contingent upon continued timely payment of all fees referred to in Appendix A as such fees accrue, during the Term, Licensor hereby grants to Customer a nonexclusive, nontransferable, non-sublicensable, terminable and limited license (“License”) to: (i) use and access the Licensor Software, Sequoia Combine™ proprietary

software, and (ii) develop reports using the Software, all in accordance with this Agreement. Customer shall use the Software only for Customer’s internal business operations, and Customer shall not permit the Software to be used by or for the benefit of third parties. For the avoidance of doubt, the License does not apply to any future versions or generations of Software that Licensor may develop.

3.2 Restrictions. Customer shall not (i) access, copy, reproduce, sell, modify, rent, lease, sublicense, distribute, give away, donate, disclose, time-share or use the Licensor Materials, or any portion thereof, except as expressly provided in this Agreement; (ii) modify, translate, adapt, publish, display, disclose, create derivative works from, decompile, reverse engineer, disassemble, or otherwise reduce the Software to source code or any other human-perceivable form; (iii) tamper with, bypass, or alter any security feature of the Software; (iv) encumber or otherwise transfer or attempt to transfer this Agreement or any rights hereunder except as provided herein; (v) violate the terms and conditions of this Agreement; or (vi) use the Licensor Materials to transmit or produce any false, inaccurate, unlawful, harmful, threatening, abusive, harassing, unwanted, defamatory, vulgar, obscene, sexually explicit, profane, hateful, racially, ethnically or otherwise objectionable material of any kind, including without limitation, any material that encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, national or international law or standard or ethical practice in the industry, or cause, permit or enable others to do so (collectively, “Prohibited Conduct”). Additionally, Customer shall not attempt to commit Prohibited Conduct or allow others to commit or attempt to commit Prohibited Conduct. The determination of a breach of this section shall be made in Licensor’s sole discretion. All rights not expressly granted to Customer herein are expressly reserved by Licensor.

3.3 Input. During the Term of this Agreement, Customer may provide Licensor with comments, suggested improvements, bug reports or similar (collectively, “Input”). To the extent that any Input results in or is incorporated in any Work Product, Customer hereby assigns any and all right, title and interest in and to such Input to Licensor.

3.4 Customer Data; Report Formats. Customer hereby grants Licensor a license to use, copy and prepare derivative works of Customer Confidential Information on Customer’s behalf as necessary in Licensor’s performance of Licensor’s obligations hereunder. Licensor retains all ownership in any and all basic design elements and formatting incorporated



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in any reports produced hereunder, including without limitation type fonts, data arrangement and presentation, color schemes, and geometric shapes. Licensor will own the right, title and interest in and to (i) the Licensor Software, Sequoia Combine™ proprietary software, (ii) all modifications to and derivative works of the Licensor Software made by Licensor; and (iii) any and all Intellectual Property Rights embodied in the foregoing. Licensor reserves all rights not expressly granted in this Agreement, and no licenses are granted by Licensor to Customer under this Agreement, whether by implication, estoppel or otherwise, except as expressly set forth in this Agreement.

3.5 Use Monitoring; Auditing. Notwithstanding anything in this Agreement to the contrary, Licensor is not obligated to monitor Customer's use of the Software; such responsibility rests solely with Customer. Licensor reserves the right to monitor and audit Customer's use of the Software and to restrict or terminate Customer's use of the Software in the event Licensor in its sole judgment suspects or determines that Customer is violating the terms and conditions of this Agreement. Audits by Licensor may be performed remotely, at Licensor's discretion, and Customer will make commercially reasonable efforts to facilitate such audits.

3.6 Notices. All copies of the Software shall contain Licensor's proprietary notices, including without limitation all trademark, service mark, trade name, copyright or patent notices, in the same form and content as they appear on or in the Software. All goodwill developed from use of such notices shall inure solely to the benefit of Licensor. Customer shall not alter, change or remove any proprietary notices or confidentiality legends placed on or contained within the Software.

3.7 System Requirements. Customer's computer system shall meet those system requirements ("System Requirements") stated in Appendix B, attached hereto and made a part hereof. System Requirements are subject to change at Licensor's sole discretion, and any such changes are effective immediately upon written notice to Customer. Customer shall assume full responsibility, including expenses, for (i) the provision of the System Requirements, and (ii) any remote connectivity necessary for Customer's access and use of the Software.

3.8 IDs and Passwords. Licensor shall provide Customer with such user IDs and passwords (collectively, "Access Codes") as may be necessary for Customer to access the Software. Customer agrees that all such Access Codes are Licensor

Confidential Information and shall be maintained in strict confidence. Customer is authorized to use the Access Codes only for accessing the Software in accordance with this Agreement and for no other purpose.

4. Technical Support; Training; Maintenance

Upon Customer's timely payment in full of the Enrollment Fee, and contingent upon continued timely payment of all fees referred to in Appendix A as such fees accrue, Licensor shall provide Customer with the following services ("Services"):

4.1 Installation Services. Licensor shall not install the Software on the Customer Enterprise Server.

4.2 Updates. During the Term and subject to the terms and conditions herein, Licensor is permitted to provide Updates, including those Updates necessary to restore any Software outages caused solely by issues with the Software.

4.3 Training. During the Term, Licensor shall provide Customer with the initial training, covered by the Enrollment Fee, and offer supplemental training, for an additional fee, specified in Appendix A ("Training").

4.4 Technical Support Services. Payment in full of all applicable fees, including the Support and Maintenance Fee described in Appendix A, entitles Customer to technical support during the Term in the form of responses to questions by email or telephone during Licensor's normal business hours, excluding holidays observed by Licensor. All such technical support shall be solely requested by Customer's technical contact designated in Appendix A, and shall be limited to routine questions involving the functionality of the Software. If (i) more substantive technical support is required, or (ii) additional Software training is required after the Training, Licensor may provide such training at its then current standard rates for time and materials. Licensor's current standard rates are specified in Appendix A.

4.5. Additional Installation Expenses. Customer will be obligated to pay, and agrees to pay, any lodging, travel time, materials, and other reimbursable expenses incurred by Licensor in the course of installing the Software and providing the Training. Such expenses will be invoiced to Customer as provided in Appendix A.

4.6 Cooperation. Customer acknowledges (i) that certain services or obligations of Licensor hereunder may be dependant on Customer providing certain data, information, or assistance to Licensor from time to time (collectively, "Cooperation"), and (ii) that such



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Cooperation may be essential to the performance of Services by Licensor. The Parties agree that any delay or failure by Licensor to provide Services hereunder which is caused by Customer's failure to provide timely Cooperation reasonably requested by Licensor shall not be deemed to be a breach of Licensor's performance obligations under this Agreement.

4.7 Supplemental Consulting And Training Services. Upon request, Licensor shall provide to License consulting and/or training services for the Software on a time and materials basis; that is, (i) Customer shall pay Licensor for all the time spent performing such services (including all lodging and travel time), plus materials and reimbursable expenses, all as detailed more specifically in Appendix C; and (ii) the hourly rates for such services shall be Licensor's then-current standard rates when such services are provided (Licensor's current fees are provided in Appendix C).

5. Fees

5.1 License Fees. Customer shall pay the Enrollment Fee and any other fees and charges (collectively, "Fees") as indicated on Appendix A. For Fees other than the Enrollment Fee, Licensor shall invoice Customer monthly. Invoices shall be due and payable within fifteen (15) days after the date of each such invoice. In the event any payment due hereunder is not timely received by Licensor, in addition to the remedies available to Licensor at law or equity, a finance charge of the lesser of one and one-half percent (1.5%) per month, from the date of the Invoice, or the maximum rate allowed by law shall be applied to such overdue amounts. In the event that Customer's account becomes overdue, Licensor reserves the right to suspend Customer's use of the Software or terminate this Agreement, all without prior notice. Should Customer be overdue in the payment of any invoices issued hereunder, Customer shall be liable for all costs of collection incurred by Licensor, including without limitation, collection agency fees and reasonable attorneys' fees, as well as any court costs. The Software is not shareware or freeware, and Customer must pay the Fees to use the Software.

5.2 Taxes. Customer shall be solely responsible for the payment of any taxes, levies, assessments or similar charges including, without limitation, any sales, use, excise or other ad valorem taxes (collectively, "Taxes") that may be levied in connection with performance of this Agreement, except for those Taxes based upon Licensor's income.

6. Non-Disclosure

6.1 No Disclosure. A Party shall not, at any time, during or after the Term, directly or indirectly, for any purpose, provide access to, use, copy or disclose to any other person any Confidential Information of the other Party, or permit others to do so, or attempt to do so or permit others to do so, except as specifically required under this Agreement. The Parties expressly acknowledge that the existence and terms of this Agreement are Licensor Confidential Information. Confidential Information shall be available to, and used by, only those employees of the Party receiving such Confidential Information that have a need to know such Confidential Information and are bound by these confidentiality obligations.

6.2 Safeguard of Confidential Information. Each Party shall protect the Confidential Information of the other Party from unauthorized disclosure with the greater of a commercially reasonable degree of care or the same degree of care as each Party uses for its own Confidential Information.

6.3 Exceptions. Information shall not be deemed Confidential Information if: (i) it was in the public domain at the time of the disclosure of such Confidential Information or later becomes part of the public domain without breach of these confidentiality obligations; (ii) the Party receiving Confidential Information can demonstrate and document having developed such Confidential Information prior to receipt; or (iii) the Party receiving Confidential Information can demonstrate having received such information from a third party and such receipt does not constitute a breach of any confidentiality undertaking of the third party.

7. Term; Termination

7.1 Term. The term of this Agreement ("Term") shall be for a period of one (1) year commencing on the Effective Date, unless sooner terminated pursuant to this Agreement. Within thirty (30) days of the end of this first year, Customer may provide notice to Licensor that Customer wishes to (i) allow this Agreement to expire; or (ii) purchase one (1) additional year of maintenance and support for the licensed Software for the amount stated in Appendix A. Either party may terminate this Agreement at any time for any reason or no reason with thirty (30) days prior written notice to the other party. Termination only relates to on-going charges and there is no "proration" or refund of any portion of the Enrollment Fee or any other fees or charges that the Customer has already paid or incurred.



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7.2 Termination for Breach. Without prejudice to other rights or remedies possibly available, either Party may by notice in writing terminate this Agreement with immediate effect if the other Party is in breach of its obligations under this Agreement, including without limitation in Customer's case any breach resulting from Customer's failure to timely make payments due Licensor, and either that breach is incapable of remedy or the breaching Party shall have failed to remedy its breach within thirty (30) days after receiving written notice requiring it to remedy that breach.

7.3 Additional Termination. Licensor may furthermore terminate this Agreement with immediate effect if (i) Customer becomes incapable to meet its debts as they fall due, (ii) Customer suspends its business, (iii) liquidation, bankruptcy, winding up, or reorganization proceedings against Customer or its assets have been petitioned for or initiated, (iv) Customer proposes or undertakes a debt arrangement with its creditors or anything equivalent in effect, or (v) Customer applies for or consents to the appointment of a receiver or trustee of a substantial part of its assets.

7.4 Events Upon Termination for Breach. In the event this Agreement is terminated for breach, (i) Customer shall not make any further use of the Software or Services and shall promptly return the Software and any releases thereof and all documentation and materials related thereto or certify to Licensor that such has been expunged from Customer's systems and destroyed; and (ii) Licensor may immediately disable and discontinue Customer's access to the Software and Services and any and all user IDs and passwords provided to Customer hereunder. Termination or expiration of this Agreement will not affect any rights, obligations or liabilities that arose prior to such termination or expiration.

7.5 Events Upon Termination for Expiration. Upon expiration of this Agreement through conclusion of the Term, Customer may not use of the Software provided under this Agreement.

7.6 Orderly Transfer. Upon the termination of this Agreement for any reason whatsoever (including a default by either Party), Licensor will provide such cooperation and assistance to Customer, as Customer may reasonably request, to assure an orderly return or transfer to Customer or Customer's designee of all proprietary data (and related records and files) and materials of Customer in their then current condition in Licensor's possession. Customer shall compensate Licensor for such transfer services at Licensor's standard hourly rates on a time and materials basis.

8. Warranty

8.1 Licensor Limited Warranty. During the Term, Licensor warrants that: (i) the Software shall conform to and perform, in all material respects, in accordance with the Specifications; and (ii) to the best of Licensor's knowledge, the Software does not infringe the intellectual property of any third parties. Licensor's sole obligation and liability under this Section shall be to replace (as provided herein) or correct the Software, so that the Software will perform in substantial conformance with this Agreement. This limited warranty is contingent upon Customer (x) having timely paid all fees due hereunder for use of the Software; (y) not being in breach of this Agreement; and (z) meeting the System Requirements. This limited warranty does not cover any issues relating to Customer training, problems attributable to operator error, Customer's failure to follow recommended documented procedures, hardware failure, use of unspecified software or hardware in conjunction with the Software, or any other issues not specifically related to the material performance of the Software in accordance with the Documentation.

8.2 Customer Warranty. Customer represents and warrants that (i) Customer's use of the Software and Services shall comply with all applicable federal, state, county and local laws, ordinances, codes, rule and regulations; (ii) Customer shall use the Licensor Material and Services solely as allowed under this Agreement, and shall not engage in Prohibited Conduct; (iii) no content or other materials provided by Customer to Licensor or placed by or through Customer on Licensor's website shall infringe the intellectual property or other rights of any third party; (iv) Customer has secured all necessary licenses and/or authorizations for Licensor's possession and/or use of any Customer materials provided to Licensor, and (iv) all System Requirements will be met by the Customer.

8.3 Customer Acknowledgements. CUSTOMER ACKNOWLEDGES THAT NO REPRESENTATIONS OTHER THAN THOSE CONTAINED IN THIS AGREEMENT HAVE BEEN MADE RESPECTING THE SOFTWARE OR SERVICES TO BE PROVIDED HEREUNDER, AND THAT CUSTOMER HAS NOT RELIED ON ANY REPRESENTATION NOT EXPRESSLY SET OUT IN THIS AGREEMENT. FURTHER, CUSTOMER ACKNOWLEDGES AND AGREES THAT LICENSOR IS NOT LIABLE FOR THE DISCONTINUANCE OF OPERATION OF ANY PORTION OF THE INTERNET OR POSSIBLE REGULATION OF THE INTERNET WHICH MIGHT



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RESTRICT OR PROHIBIT THE OPERATION OF THE SOFTWARE.

9. Liability Limitations

WITH THE SOLE EXCEPTION OF THE LIMITED WARRANTY PROVIDED IN SECTION 8, THE SOFTWARE AND ALL SERVICES HEREUNDER ARE PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND TO CUSTOMER OR ANY THIRD PARTY, INCLUDING, BUT NOT LIMITED TO, ANY EXPRESS OR IMPLIED WARRANTIES (I) OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; (II) OF INFORMATIONAL CONTENT OR ACCURACY; (III) OF NON-INFRINGEMENT; (IV) OF QUIET ENJOYMENT; (V) OF TITLE; (VI) THAT THE SOFTWARE WILL OPERATE ERROR FREE, OR IN AN UNINTERRUPTED FASHION; (VII) THAT ANY DEFECTS OR ERRORS IN THE SOFTWARE WILL BE CORRECTED; OR (VIII) THAT THE SOFTWARE IS COMPATIBLE WITH ANY PARTICULAR HARDWARE OR SOFTWARE PLATFORM. EFFORTS BY LICENSOR TO MODIFY THE SOFTWARE SHALL NOT BE DEEMED A WAIVER OF THESE LIMITATIONS. NEITHER LICENSOR NOR ANY OF ITS SUPPLIERS OR RESELLERS SHALL BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY LOSS OF PROFITS OR REVENUE, LOSS OF USE, INTERRUPTION OF BUSINESS, LOSS OF GOODWILL, LOSS OF ANTICIPATED SAVINGS, OR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND WHETHER UNDER THIS LICENSE OR OTHERWISE, EVEN IF LICENSOR OR ITS SUPPLIERS OR RESELLERS WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR WAS NEGLIGENT. IN ANY EVENT, LICENSOR'S SOLE AND EXCLUSIVE LIABILITY FOR BREACH OF THIS WARRANTY SHALL BE, AT LICENSOR'S SOLE DISCRETION, (A) REPLACEMENT OF SOFTWARE OR SERVICE IF AT ANY TIME THE SOFTWARE OR SERVICE DOES NOT CONFORM TO THE WARRANTY IN SECTION 8 OR (B) A PRORATED REFUND. EXCEPT FOR LICENSOR'S INDEMNIFICATION OBLIGATIONS HEREUNDER, LICENSOR'S ENTIRE, CUMULATIVE LIABILITY FOR MONEY DAMAGES ARISING OUT OF THIS AGREEMENT AND/OR THE LICENSING OF THE SOFTWARE SHALL NOT EXCEED THE AMOUNT OF THE FEES PAID BY CUSTOMER FOR THE SOFTWARE DURING THE THREE (3) MONTHS PRECEDING THE EVENT CAUSING LIABILITY. In jurisdictions that prohibit the exclusion or limitation of liability for consequential or incidental damages, Licensor's liability is limited to the greatest extent permitted by law.

10. Indemnification

10.1 By Customer. Customer agrees to indemnify, defend and hold Licensor and its directors, officers, employees and agents harmless from any and all claims, demands, cause of actions debts, liabilities, costs and expenses (including reasonable attorneys' fees and court costs), arising out of or relating to (i) Customer's breach of this Agreement; (ii) any claim that any of the content or other material provided by Customer, or third-party content authorized by Customer, infringes or violates any rights of third parties, including, without limitation, rights of publicity, rights of privacy, patents, copyrights, trademarks, trade secrets, and/or licenses, or violates any laws or regulations, including without limitation those relating to decency; (iii) any unauthorized use by Customer of third party materials, including, without limitation, any use of licensed materials that exceeds the scope of the applicable license; or (iv) Customer's use of the Software in a manner not authorized hereunder.

10.2 By Licensor. Licensor agrees to indemnify, defend, and hold harmless Customer, Customer's directors, officers, employees and agents from and against any and all claims, demands, causes of action, debts, liabilities, costs, and expenses (including reasonable attorneys' fees and court costs) arising out of any breach by Licensor of any warranty it makes hereunder which has resulted in a final judgment or has been settled with Licensor's consent (which shall not be unreasonably withheld), except, where the claim or suit arises out of or results from use of: (i) Customer's content or other third party materials not provided to Customer solely by Licensor hereunder; (ii) modifications to the Software or combinations of the Software with non-Licensor materials created by Customer or others; (iii) Licensor's adherence to Customer's written specifications; or (iv) Customer's use of the Software in violation of this Agreement. Customer agrees to indemnify and hold harmless Licensor, from and against all claims, damages, liabilities, costs and expenses, including reasonable attorneys' fees, arising in connection with any of the exceptions in the preceding sentence and shall immediately cease any activity that gives rise to the alleged infringement.

10.3 Defense. In claiming any indemnification hereunder, an indemnified Party will promptly provide the indemnifying Party with written notice of any claim that the indemnified Party believes falls within the scope of the foregoing paragraphs. The indemnified Party may, at its own expense, assist in the defense if it so chooses, provided that the indemnifying Party will control such defense and all negotiations relative to the settlement of any such claim and further provided that any settlement intended to bind an



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indemnified party will not be final without the indemnified Party's written consent, which will not be unreasonably withheld.

10.4 Replacement. Whenever Licensor is informed that Software for which it is potentially obligated to indemnify Customer hereunder infringes any third party right, Licensor may at its option either procure the right for Customer to continue to use such Software or may replace or modify the allegedly infringing Software so that the materials become non-infringing, but if those alternatives are not reasonably achievable, Licensor may terminate any transfer, assignment or license it has previously granted to Client hereunder with respect to such allegedly infringing Software, without liability other than its obligation to indemnify Client from and against third party claims as provided hereinbelow, and refund the portion of monies paid to Licensor prior to the date of termination allocable to any such terminated transfer, assignment or license.

10.5 Exclusive Remedy. The remedies stated in this Agreement are in lieu of all other remedies, and Licensor shall have no other liabilities or obligations for damages in connection with this Agreement.

11. Unauthorized Acts

Customer shall notify Licensor immediately when it learns of any unauthorized possession or use of any Software or Licensor Confidential Information of Licensor or Licensor's licensors by any person or entity not authorized by this Agreement to have such possession or use. Customer will promptly furnish all details of such possession or use to Licensor, will assist in preventing the recurrence of such possession or use, and will cooperate with Licensor in any litigation against third parties deemed necessary by Licensor to protect Licensor's Software and/or Licensor Confidential Information as well as Licensor's rights thereto.

12. Jurisdiction and Venue

This Agreement shall be governed by, and construed in accordance with the laws of the Commonwealth of Virginia, excluding any law or conflicts of law principle that would apply the law of another jurisdiction. Exclusive jurisdiction for any dispute, controversy or claim arising out of or in connection with this Agreement shall be only in the state courts with competent jurisdiction located in Fairfax County, Virginia or the United States District Court for the Eastern District of Virginia, Alexandria Division, if such court has subject matter jurisdiction; provided, however, that in the event Licensor is sued or joined by a third party in any other court or in any other forum

in respect of any matter which may give rise to a claim by Licensor hereunder, Customer consents to the jurisdiction of such court or forum over any claim which may be asserted by Licensor therein. Customer consents to the exercise of personal personal jurisdiction by the above-referenced courts in any such action, and Customer agrees that venue in such courts is appropriate and convenient.

13. Miscellaneous

13.1 Assignment. This Agreement may be assigned by the Customer without the prior written consent of Licensor, to be given in Licensor's sole discretion. In the event of an assignment, the assignee will be responsible for notifying Licensor of the transfer in order to receive maintenance and technical support. All of the terms and provisions of this Agreement shall be binding upon and be enforceable by the respective legal successors and assignees of the Parties.

13.2 Notices; Modifications. All notices required by this Agreement to be given by either Party to the other Party shall be in writing and sent by certified mail, return receipt requested, or by overnight delivery service, with proof of delivery, and shall be addressed to the last known address of the other Party. Such notices shall be deemed given three (3) business days after they are sent by certified mail or one (1) day after they are sent by overnight delivery service. No amendments, changes, revisions or discharges of this Agreement, in whole or in part, shall have any force or effect unless set forth in writing and signed by the Parties hereto.

13.3 Severability. If any section or lesser provision of this Agreement is held invalid for any reason or for any purpose, such invalidity shall not affect other sections or lesser provisions of this Agreement, in spite of the exclusion of the invalid provision, the License can be given effect in line with the basic intentions of the Parties and to this end the sections and lesser provisions of this Agreement are declared to be severable.

13.4 Waiver. Notwithstanding any course of dealing or the failure to strictly enforce this Agreement, no term, right or provision here of shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. No waiver of any breach shall constitute a waiver of any other breach.

13.5 Conflict Between License and Exhibits. In the event of conflict between any provision of this



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Agreement and any provision of any Exhibit, the provision of this Agreement shall prevail.

13.6 Headings. Headings are used in this Agreement for convenience only and shall not affect any construction or interpretation of this Agreement.

13.7 Survival. Sections 1, 2, and 5-13 shall survive termination of this Agreement.

13.8 Independent Contractors. The relationship between Licensor and Customer is solely that of independent contractors. Nothing herein shall be deemed to establish an agency, partnership, joint venture, association or employment relationship.

13.9 Counterparts. This Agreement may be executed in several counterparts that together shall be originals and constitute one and the same instrument.

13.10 Export; Viewing Outside United States. Customer will not engage in the foreign export or import of the Software, or any copy or any components thereof. Licensor makes no claims that the Software may be lawfully viewed or accessed outside the United States. Access to the Software may not be legal by certain persons in certain countries. Customer may not access the Software from outside the United States.

13.11 Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes

all prior agreements, whether written or oral, relating to the same subject matter.

13.12 Force Majeure. If either Party cannot perform any part of this Agreement because of any cause beyond the control of such Party, that Party will be excused from performance to the extent that it is prevented, or delayed by the cause, provided that the Party claiming force majeure has taken all reasonable measures to avoid the cause. If such delay continues for 30 days, then the other Party may terminate without incurring any additional liability hereunder.

13.13 US Government Restrictions. Licensor Confidential Information and the Software provided under this Agreement contains commercial computer software programs developed exclusively at private expense, and such Licensor Confidential Information and the Software shall be deemed "restricted computer software" and protected to the greatest extent and restriction permissible by law. Use, duplication, and disclosure by civilian agencies of the U.S. Government shall be in accordance with FAR 52.227-19 (c) or other agency data rights provisions, as may be applicable. Use, duplication and disclosure by DOD agencies is subject solely to the terms of this Agreement, which is Licensor's standard software license agreement, as stated in DFARS 227.7202. All Licensor Confidential Information provided hereunder shall be deemed "limited rights data" as defined in FAR 52.227-14 and DFARS 252.227-7013 and subject to the relevant FAR and DFARS restrictions thereto to the greatest extent and limitation permissible by law.

[Signatures on following page]



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IN WITNESS WHEREOF, each of the Parties hereto have caused this Software License Agreement to be executed by their duly authorized representatives as of the dates set forth below, but with this Agreement being effective as of the Effective Date.

SEQUOIA HOLDINGS, INC.

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

CUSTOMER: _____

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



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Appendix A General Customer Information

This Appendix A is attached to and made a part of that Software License Agreement (“Agreement”) between Licensor and Customer. All capitalized terms not otherwise defined herein shall have such definition as established in the License.

1. Effective Date. The “**Effective Date**” of the Agreement is _____.

2. Customer. The Customer is more fully defined as follows:

Customer Name: _____
Customer Address: _____
State of Formation: _____

3. License Restrictions. The following services are included in Customer’s payment of the Enrollment Fee described in Section 4 below:

(a) Number of Users. The License entitles Customer to up to 50 registered users to access and use the Software. During the Term, Customer may transfer the right to use the Software from an established registered user to a new registered user, from time to time, with notice to Licensor and at no additional charge, so long as the number of registered users does not exceed the user limitation.

(b) Deployments. Customer may use a single deployment of the Software.

(c) Other restrictions. N/A

4. Fees.

(a) Enrollment Fee. Customer shall pay to Licensor an up-front enrollment fee in the amount of **\$2,500.00**, (“Enrollment Fee”) such fees being payable immediately upon receipt of invoice from Licensor. This enrolment fee covers the initial set-up, account creation and registration, assistance with the installation of the Software and system configuration, and initial training, not to exceed four (4) hours.

(b) Additional Fees and Charges. The following additional fees are due and payable as applicable:

- (1) AWS Utilization: Customer will be billed monthly for all AWS charges as billed to Sequoia Holdings Inc.
- (2) License Fee, Support and Maintenance: Customer will be billed per month for access, routine technical support, system maintenance, and product updates based on the following license price model:

Monthly “On Demand” License Fee: Customer will be billed per month for access, technical support, system maintenance and product updates based on the following active user schedule:

1-5 Users: \$5,500 per month
6-10 Users: \$8,000 per month
11-15 Users: \$12,000 per month
16-20 Users: \$15,000 per month
21-25 Users: \$19,000 per month
26-30 Users: \$22,000 per month
31-39 Users: \$26,000 per month
40-50 Users: \$28,500 per month

Yearly “Reserved” License Fee: Customer will be billed per year for access, technical support, system maintenance and product updates based on the following active user schedule:



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1-5 Users: \$60,000 per year
6-10 Users: \$85,000 per year
11-15 Users: \$120,000 per year
16-20 Users: \$150,000 per year
21-25 Users: \$200,000 per year
26-30 Users: \$240,000 per year
31-39 Users: \$275,000 per year
40-50 Users: \$300,000 per year

(3) Optional Consulting Services: Customer may request Licensor personnel to provide AWS, C2S or Intelligence Community related services at the rate of \$250 per hour.

(4) Renewal Fee: 1.5% renewal escalation of licensing price model in section 4(b)(2).

5. Technical Contact. Customer shall designate one employee as Customer's principal contact for communicating with Licensor regarding technical and operational issues hereunder, and one employee as Customer's principal contact for communicating with Licensor regarding contractual and administrative issues hereunder. Customer may change these contacts from time to time by written notice to Licensor. Customer's initial contacts are as follows:

Technical/Operational: _____

Contractual/Administrative: _____