

# LEDGERHAWK END USER LICENSE AGREEMENT (EULA)

---

LedgerHawk by OrcHealth, Inc.

## 1. PURPOSE OF AGREEMENT

This LedgerHawk End User License Agreement (the "Agreement" or "EULA") governs access to and use of LedgerHawk, a Procurement Intelligence Data-as-a-Service offering provided by OrcHealth, Inc., a Delaware corporation ("OrcHealth").

LedgerHawk delivers procurement intelligence, vendor risk intelligence, contract integrity analytics, payment integrity analytics, asset intelligence analytics, investigative support, decision support, workflow automation, entity resolution, continuous monitoring, explainable analytics, and related information services.

Customer acknowledges that LedgerHawk is a DaaS offering and that the primary value of the service resides in continuously updated intelligence products, analytical outputs, derived intelligence networks, workflow automation capabilities, monitoring services, and decision-support functions rather than software functionality alone.

This Agreement applies to the Customer, its Authorized Users, and any access to LedgerHawk under an Order Form, purchase order, task order, statement of work, schedule order, reseller order, proof of concept, pilot, trial, subscription, or other ordering instrument referencing LedgerHawk.

## 2. DEFINITIONS

- "Authorized User" means an employee, contractor, officer, agent, or other individual authorized by Customer and OrcHealth to access LedgerHawk solely on Customer's behalf and subject to this Agreement.
- "Customer" means the entity, agency, ordering activity, prime contractor, reseller customer, or other end user identified in the applicable Order Form or ordering instrument.
- "Customer Data" means data, records, files, documents, transactional information, procurement records, vendor records, payment records, contract records, audit records, workflow records, and other information submitted, uploaded, transmitted, or otherwise made available by or on behalf of Customer for processing through LedgerHawk. Customer Data does not include information independently obtained by OrcHealth from publicly available sources, including public procurement databases, published government records, and other publicly accessible government data, even if such information overlaps with data provided by Customer.
- "Derived Intelligence" means de-identified, anonymized, aggregated, normalized, indexed, enriched, inferred, modeled, scored, mapped, or otherwise derived analytical information generated by or through LedgerHawk, excluding Customer Data in its original form.
- "Federal Vendor Risk Network" means OrcHealth's proprietary network, methodologies, risk indicators, relationship graphs, derived datasets, and intelligence services used to support vendor risk analysis, procurement integrity, entity resolution, and related federal or public-sector intelligence services.
- "LedgerHawk" means the Procurement Intelligence Data-as-a-Service offering, including associated software, APIs, dashboards, workflows, reports, alerts, data products, intelligence products, derived intelligence networks, entity resolution systems, models, documentation, and support services provided by OrcHealth.
- "Order Form" means any order, quote, statement of work, purchase order, task order, reseller order, GSA Schedule order, or similar procurement document under which Customer subscribes to or purchases access to LedgerHawk.
- "Outputs" means any alerts, scores, reports, recommendations, dashboards, explanations, investigative packages, workflow recommendations, audit trails, relationship graphs, indicators, classifications, rankings, anomaly flags, risk indicators, or other materials generated by or through LedgerHawk.

## 3. SERVICE RIGHTS

Subject to this Agreement and the applicable Order Form, OrcHealth grants Customer a limited, non-exclusive, non-transferable, non-sublicensable right to access and use the subscribed LedgerHawk services solely for Customer's internal business or governmental purposes during the applicable subscription term.

Customer may permit Authorized Users to access LedgerHawk only for the authorized purposes set forth in the applicable Order Form. Authorized Users receive no individual ownership or license rights except the right to access LedgerHawk on Customer's behalf under this Agreement.

OrcHealth reserves all rights not expressly granted. No rights are granted to OrcHealth source code, object code, model weights, model architecture, algorithms, training data, scoring methodology, entity resolution logic, relationship

graph methodology, proprietary workflows, business logic, operating environment, system configuration, or other underlying technology.

#### **4. CUSTOMER DATA**

Customer retains ownership of Customer Data. Except for the limited rights granted in this Agreement, nothing transfers ownership of Customer Data to OrcHealth.

Customer grants OrcHealth a non-exclusive right to process, transmit, analyze, enrich, normalize, index, aggregate, de-identify, anonymize, and otherwise use Customer Data solely as necessary to provide, secure, support, maintain, improve, and document LedgerHawk and related services; comply with law; prevent misuse; and perform under the applicable Order Form.

OrcHealth may create, retain, use, and own Derived Intelligence generated from authorized data sources, provided such Derived Intelligence does not disclose Customer Data in a manner that identifies Customer or protected individuals except as authorized by Customer, required by law, or necessary to provide the service.

Customer is responsible for the legality, accuracy, quality, integrity, and authorized use of Customer Data, and represents that it has all necessary rights, permissions, consents, notices, procurement authority, and legal bases required to provide Customer Data to OrcHealth and permit OrcHealth to process such Customer Data under this Agreement.

#### **5. DECISION SUPPORT, INVESTIGATIVE SUPPORT, AND WORKFLOW AUTOMATION**

LedgerHawk provides procurement integrity decision support, investigative support, workflow automation, risk identification, data aggregation, entity resolution, pattern analysis, explainable analytics, and supporting documentation capabilities.

All Outputs, alerts, recommendations, risk indicators, investigative support packages, workflow recommendations, and intelligence products are advisory in nature.

LedgerHawk does not make procurement decisions, payment determinations, legal findings, investigative findings, suspension or debarment determinations, Inspector General referrals, Department of Justice referrals, enforcement actions, or other governmental or legal decisions.

Customer is solely responsible for evaluating Outputs and determining whether and how to use such Outputs in connection with procurement, payment, compliance, investigation, audit, oversight, enforcement, legal, administrative, or operational activities.

#### **6. HUMAN REVIEW REQUIREMENT**

Customer shall ensure that all material actions based on LedgerHawk Outputs are subject to appropriate human review and approval by qualified personnel before such actions are taken.

Customer shall not treat LedgerHawk Outputs as dispositive evidence or as the sole basis for adverse action against any person, vendor, contractor, employee, claimant, supplier, grantee, awardee, recipient, or other entity.

#### **7. AUTHORIZED USERS, ACCOUNT SECURITY, AND CUSTOMER RESPONSIBILITIES**

Customer is responsible for all access to and use of LedgerHawk through Customer's accounts, credentials, API keys, integrations, and Authorized Users.

Customer shall maintain appropriate controls over account access information, require Authorized Users to keep credentials confidential, promptly disable access for users who no longer require access, and promptly notify OrcHealth of any suspected unauthorized access, credential compromise, misuse, or security incident involving LedgerHawk.

Customer shall not permit any third party, outsourcer, subcontractor, service bureau, competing vendor, offshore team, unauthorized user, or other person to access LedgerHawk except as expressly authorized in writing by OrcHealth and permitted under the applicable Order Form.

Customer shall conduct reasonable Authorized User monitoring and shall promptly suspend or terminate access for any Authorized User who misuses LedgerHawk, violates this Agreement, or no longer meets the applicable authorization requirements.

## **8. PROTECTION OF ORCHEALTH PROPRIETARY TECHNOLOGY, AI SYSTEMS, AND INTELLIGENCE SERVICES**

Customer shall not, and shall not permit any third party to:

- Reverse engineer, decompile, disassemble, decode, reconstruct, or derive source code, models, algorithms, workflows, scoring methodologies, entity resolution methodologies, relationship graph methodologies, analytical methodologies, business logic, or proprietary processes.
- Use LedgerHawk Outputs, model behavior, reports, APIs, investigative support packages, workflow Outputs, metadata, or intelligence products to train, fine-tune, evaluate, benchmark, improve, or support competing software, AI systems, machine learning systems, large language models, procurement intelligence platforms, investigative platforms, or analytics systems.
- Use LedgerHawk Outputs as training data, synthetic training data, benchmark datasets, evaluation datasets, reinforcement learning datasets, retrieval datasets, or model development datasets.
- Create substitute datasets, substitute intelligence networks, substitute relationship graphs, substitute risk models, substitute investigative support systems, or competing services derived from LedgerHawk.
- Conduct competitive benchmarking, model extraction, prompt extraction, vulnerability probing, comparative model development, or performance testing using LedgerHawk except as expressly authorized in writing by OrcHealth.
- Copy, scrape, download, harvest, cache, reproduce, distribute, publish, resell, repackage, frame, mirror, or otherwise exploit LedgerHawk or any Output except as expressly permitted by the Order Form.
- Remove, obscure, or alter any proprietary rights notices, disclaimers, audit markings, classification markings, watermarking, legends, or usage restrictions included in LedgerHawk or any Output.
- Interfere with, circumvent, disable, or attempt to defeat security, monitoring, rate limits, access controls, technical controls, API controls, logging, audit mechanisms, or use restrictions.

## **9. PROTECTION OF DERIVED INTELLIGENCE NETWORKS, RELATIONSHIP GRAPHS, AND ANALYTICAL MODELS**

The following remain exclusive OrcHealth intellectual property:

- Entity resolution methodologies
- Beneficial ownership methodologies
- Relationship graph architectures
- Vendor relationship networks
- Procurement intelligence networks
- Federal Vendor Risk Network methodologies
- Risk indicator frameworks
- Risk scoring methodologies
- Pattern identification methodologies
- Investigative support methodologies
- Workflow automation methodologies
- Explainable analytics methodologies
- Derived intelligence datasets
- Derived relationship datasets
- Intelligence generation methodologies
- Analytical models and scoring systems
- Enhancements and derivative works of the foregoing

Ownership of Customer Data shall not transfer ownership of any OrcHealth-derived intelligence networks, analytical models, methodologies, workflows, scoring systems, or relationship graphs.

## **10. FEEDBACK AND ENHANCEMENT RIGHTS**

All suggestions, enhancement requests, recommendations, feature requests, feedback, corrections, modifications, and improvements provided by Customer or Authorized Users regarding LedgerHawk shall become OrcHealth property without restriction, payment, attribution, or obligation.

OrcHealth may use such feedback to improve LedgerHawk, develop new products, enhance models, modify workflows, create features, improve documentation, and support commercial, governmental, and internal use cases.

## **11. MODEL IMPROVEMENT RIGHTS**

Subject to applicable law, contractual restrictions, and the data protection obligations in this Agreement, OrcHealth may utilize aggregated, anonymized, de-identified, and derived information to improve:

- Entity resolution systems
- Risk scoring systems
- Workflow automation systems
- Investigative support systems
- Explainable analytics
- Procurement intelligence systems
- Federal Vendor Risk Network services

OrcHealth shall not use Customer Data to train or improve generally available models unless expressly authorized in the applicable Order Form, authorized by Customer, or required by law. Any such authorized use shall not disclose Customer Data or protected information to other customers, third parties, or the public unless expressly authorized by Customer or required by law. This restriction does not apply to Derived Intelligence, which OrcHealth may use in accordance with Section 4 of this Agreement.

### **11.2 FedRAMP-Authorized Hosting Environment.**

Where specified in an applicable Order Form, Statement of Work, purchase order, or Government task order, LedgerHawk may be deployed, operated, or supported using a FedRAMP-authorized Databricks environment or other FedRAMP-authorized cloud service environment approved for the applicable Customer use case. OrcHealth shall configure such environment in accordance with the applicable security requirements, authorization boundary, data-handling requirements, access controls, logging, monitoring, encryption, and agency-specific requirements set forth in the applicable ordering instrument.

Customer acknowledges that the use of a FedRAMP-authorized environment does not, by itself, constitute an agency Authorization to Operate, Authority to Use, Impact Level authorization, CMMC certification, ITAR authorization, or approval for any specific category of regulated data unless expressly stated in the applicable ordering instrument or authorization package.

## **12. FEDERAL VENDOR RISK NETWORK**

Certain LedgerHawk services may include participation in, contribution to, or benefit from the Federal Vendor Risk Network utilizing aggregated, anonymized, derived, or otherwise authorized intelligence sources and risk indicators.

Federal Vendor Risk Network services may include risk indicators, entity relationships, ownership networks, procurement integrity signals, fraud/waste/abuse indicators, anomaly patterns, exclusion/sanction indicators, contract integrity signals, public-source signals, commercially available information, and other authorized intelligence sources.

OrcHealth shall not disclose Customer Data through the Federal Vendor Risk Network except as authorized by Customer, required by law, permitted under the applicable Order Form, or in aggregated, anonymized, de-identified, or derived form that does not identify Customer or protected individuals.

## **13. THIRD-PARTY DATA AND AUTHORIZED DATA SOURCES**

LedgerHawk may use or interoperate with public records, commercially available data, government-furnished data, Customer Data, third-party data feeds, sanctions/exclusion data, procurement data, payment data, ownership data, asset data, corporate registry data, geospatial data, litigation data, investigative data, and other authorized sources.

Third-party data may be subject to third-party terms, usage restrictions, availability limitations, accuracy limitations, export restrictions, privacy restrictions, and use case restrictions. Customer shall comply with all terms applicable to third-party data and shall not use third-party data outside LedgerHawk except as authorized.

OrcHealth does not control and does not guarantee the availability, accuracy, completeness, timeliness, or suitability of third-party data, public data, or commercially available information.

## **14. SECURITY AND CONFIDENTIALITY**

OrcHealth shall maintain commercially reasonable administrative, technical, and physical safeguards designed to protect Customer Data, including access controls, encryption, logging, monitoring, administrative safeguards, and commercially reasonable incident response procedures.

Customer acknowledges that no system, network, cloud environment, data service, or transmission method can be guaranteed to be completely secure, uninterrupted, or error-free.

Each party shall protect the other party's Confidential Information using at least the same degree of care it uses to protect its own similar confidential information, and in no event less than a reasonable degree of care.

Confidential Information includes non-public information disclosed by either party that is marked confidential or should reasonably be understood to be confidential, including business, technical, financial, procurement, pricing, security, operational, product, customer, data, and legal information. OrcHealth Confidential Information includes LedgerHawk, its Outputs, non-public documentation, system design, models, methodologies, workflows, relationship graphs, pricing (excluding GSA Schedule pricing), roadmaps, and Derived Intelligence.

Confidentiality obligations do not apply to information that is publicly available without breach, lawfully received from a third party without confidentiality obligations, independently developed without use of the disclosing party's Confidential Information, or required to be disclosed by law, court order, FOIA, subpoena, or governmental process, provided that the receiving party gives notice where legally permitted.

## **15. INTELLECTUAL PROPERTY**

LedgerHawk, all associated software, models, workflows, methodologies, documentation, trademarks, analytics, data schemas, APIs, reports, dashboards, templates, interfaces, scoring systems, relationship graphs, Federal Vendor Risk Network services, and derived intelligence assets remain the exclusive property of OrcHealth and its licensors.

Customer receives only the limited access rights expressly granted in this Agreement. No title, ownership, patent rights, copyrights, trade secrets, trademarks, database rights, or other intellectual property rights are transferred to Customer.

## **16. EXPORT CONTROL, SANCTIONS, AND CONTROLLED DATA**

Customer shall not access, use, export, re-export, transfer, disclose, or transmit LedgerHawk, Outputs, technical information, or data accessed through LedgerHawk in violation of U.S. export control laws, sanctions laws, embargoes, or other applicable trade restrictions.

Customer is responsible for identifying whether Customer Data includes export-controlled information, classified information, controlled unclassified information, ITAR-controlled technical data, EAR-controlled technology, or other controlled data. Customer shall not provide such data to OrcHealth unless the applicable Order Form and security requirements expressly authorize such processing.

## **17. COMPLIANCE WITH LAW**

Customer shall use LedgerHawk in compliance with all applicable laws, regulations, procurement rules, privacy laws, data protection laws, public records laws, records retention laws, export laws, sanctions laws, and agency-specific policies.

Customer shall not use LedgerHawk for unlawful surveillance, unlawful discrimination, unauthorized eligibility determinations, unauthorized credit, insurance, employment, housing, benefits, or consumer reporting purposes, or any purpose prohibited by applicable law or the Order Form.

## **18. WARRANTIES AND DISCLAIMERS**

OrcHealth warrants that LedgerHawk and all Outputs will perform substantially in accordance with the written materials accompanying it. Except as expressly set forth in the foregoing, LedgerHawk and all Outputs are provided on an "as is" and "as available" basis except as expressly stated in the applicable Order Form.

OrcHealth does not warrant that LedgerHawk will identify all risks, fraud, waste, abuse, compliance issues, improper payments, procurement anomalies, asset anomalies, vendor anomalies, contractual issues, ownership issues, conflicts, collusion, sanctions, exclusions, debarments, false claims, or operational anomalies.

OrcHealth does not warrant that Outputs will be complete, accurate, current, legally sufficient, admissible, dispositive, or suitable for any particular legal, administrative, procurement, investigative, enforcement, or operational purpose.

To the maximum extent permitted by law, OrcHealth disclaims all implied warranties, including implied warranties of merchantability, fitness for a particular purpose, non-infringement, accuracy, availability, completeness, and uninterrupted or error-free operation.

## **19. LIMITATION OF LIABILITY**

To the maximum extent permitted by law, OrcHealth's aggregate liability arising out of or relating to this Agreement, LedgerHawk, Outputs, support, or any Order Form shall not exceed the fees paid by Customer for LedgerHawk under the applicable Order Form during the twelve months preceding the first event giving rise to the claim.

To the maximum extent permitted by law, neither party shall be liable for indirect, incidental, consequential, special, exemplary, punitive, enhanced, or lost-profit damages, or for loss of business, revenue, goodwill, anticipated savings, data, or procurement opportunity, regardless of the theory of liability. 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.

The limitations in this Section do not limit Customer's payment obligations, Customer's breach of OrcHealth intellectual property rights, unauthorized use of LedgerHawk, reverse engineering, AI training restrictions, confidentiality obligations, or any liability that cannot be limited by applicable law.

## **20. TERM, SUSPENSION, AND TERMINATION**

This Agreement applies for the term stated in the applicable Order Form. If no term is stated, access continues only for the period authorized by OrcHealth or the applicable ordering instrument.

OrcHealth may temporarily suspend access to LedgerHawk to prevent harm to the service, comply with law, prevent unauthorized use, address security risk, comply with third-party data terms, subject to any applicable federal procurement requirements, including the Disputes Clause (Contract Disputes Act).

Upon expiration or termination, Customer shall cease accessing LedgerHawk and shall return, delete, or destroy OrcHealth Confidential Information and restricted Outputs as required by the applicable Order Form, except that Customer may retain records required by law, regulation, audit, records retention policy, litigation hold, or agency directive, subject to continuing confidentiality and use restrictions.

## **21. SUPPORT AND SERVICE LEVELS**

OrcHealth shall provide support as specified in the applicable Order Form. Unless otherwise specified, support includes commercially reasonable troubleshooting, account assistance, onboarding assistance, and reasonable guidance regarding use of LedgerHawk. OrcHealth shall use commercially reasonable efforts to maintain the availability of LedgerHawk during the applicable subscription term and to respond to support requests during normal business hours (Monday through Friday, 9:00 AM to 6:00 PM Eastern Time, excluding federal holidays). Specific service levels, response-time targets, and uptime commitments, if any, shall be as set forth in the applicable Order Form.

Support does not include legal advice, procurement advice, investigative determinations, enforcement recommendations, third-party system support, custom development, monitoring on behalf of Customer, or representations regarding the veracity of information obtained through LedgerHawk unless expressly stated in the Order Form.

## **22. AUDIT AND VERIFICATION**

Upon reasonable written request and subject to applicable law and Customer security requirements, Customer shall certify that LedgerHawk is used only by Authorized Users and in accordance with this Agreement.

OrcHealth may audit use of LedgerHawk through system logs, usage records, account records, API records, and other service telemetry to verify compliance, detect misuse, protect security, support billing, and enforce this Agreement.

## **23. FEES AND PAYMENT**

Fees, payment terms, invoicing terms, taxes, option periods, volume tiers, pilot fees, usage fees, support fees, data fees, overage fees, and renewal terms shall be as set forth in the applicable Order Form or ordering instrument in accordance with the applicable GSA Schedule Contract and Pricelist.

Customer shall not exceed purchased usage volumes, seats, agencies, transactions, API calls, records, data sources, modules, support levels, or other entitlements without OrcHealth's written authorization and payment of applicable fees.

## **24. GOVERNING LAW**

This Agreement shall be governed by the Federal law of the United States, mandatory government contracting requirements, or the express terms of the applicable Federal Government Addendum. The United Nations

Convention on Contracts for the International Sale of Goods shall not apply.

## **25. ORDER OF PRECEDENCE FOR NON-FEDERAL ORDERS**

For non-federal orders, in the event of conflict, the following order of precedence applies unless otherwise stated in the Order Form: (1) mutually executed amendment; (2) Order Form; (3) this EULA; (4) documentation. Customer purchase order terms are for administrative convenience only and do not modify this Agreement unless expressly accepted in writing by OrcHealth. Non-Federal orders placed by Eligible Ordering Activities under GSA Schedule Contracts shall be governed in accordance with GSA Schedule Contract Clause 552.238-114 Use of Federal Supply Schedule Contracts by Non-Federal Entities (May 2019).

## **26. SURVIVAL**

The following provisions survive termination or expiration indefinitely or for the maximum period permitted by law: intellectual property protections; confidentiality obligations; reverse engineering restrictions; AI training restrictions; derived intelligence network protections; relationship graph protections; Federal Vendor Risk Network protections; feedback and enhancement provisions; model improvement rights; disclaimers; limitation of liability; payment obligations; audit rights; export-control obligations; compliance obligations; and any other provision that by its nature should survive.

# **LEDGERHAWK FEDERAL GOVERNMENT ADDENDUM**

This Federal Government Addendum applies only when Customer is the U.S. Government, a federal agency, an Ordering Activity, a federal prime contractor acquiring LedgerHawk for government use, or another public-sector entity where federal procurement law applies.

## **1. COMMERCIAL PROCUREMENT INTELLIGENCE DaaS ACQUISITION**

The Government is acquiring commercial Procurement Intelligence Data-as-a-Service offerings, including cloud-delivered data products, intelligence services, analytical services, investigative-support services, workflow automation services, continuous monitoring services, and related commercial information services.

LedgerHawk is provided as a commercial product and/or commercial service to the maximum extent permitted under applicable federal procurement law and the applicable ordering instrument.

### **1.1 AUTHORISED DEPLOYMENT ENVIRONMENT**

Authorized Deployment Environment. The Government may acquire LedgerHawk as a commercial Procurement Intelligence Data-as-a-Service offering deployed through OrcHealth-controlled, Government-authorized, or reseller-supported cloud environments, including, where applicable, a FedRAMP-authorized Databricks environment. The applicable Order Form, task order, purchase order, or Statement of Work shall identify the authorized deployment model, security boundary, data residency requirements, FedRAMP baseline, agency authorization requirements, and any applicable CUI, FISMA, DoD Impact Level, or other federal security requirements.

## **2. GOVERNMENT DATA RIGHTS**

All Government-furnished information, Government records, Government data, Outputs generated specifically from Government Data, workflow records, audit trails, and Government-generated reports remain Government property in accordance with FAR Clause 52.227-14 "Rights in Data."

Government ownership of Government Data does not transfer ownership of OrcHealth proprietary software, models, algorithms, workflows, methodologies, scoring systems, relationship graphs, Derived Intelligence, Federal Vendor Risk Network methodologies, or other OrcHealth intellectual property.

## **3. EXPLAINABLE ANALYTICS**

LedgerHawk shall provide supporting rationale, contributing factors, audit trails, and documented indicators sufficient to permit human review and evaluation of material Outputs, subject to protection of OrcHealth proprietary technology, trade secrets, models, methodologies, and third-party data restrictions. Customer acknowledges that Customer Data may be processed within the authorized LedgerHawk service environment, including approved FedRAMP-authorized infrastructure, analytics, data-processing, and cloud-service components identified in the applicable Order Form or Statement of Work.

## **4. HUMAN-IN-THE-LOOP REQUIREMENT**

Government personnel retain authority over all material procurement, payment, investigation, audit, suspension, debarment, referral, enforcement, legal, administrative, and operational actions.

Outputs are investigative leads and decision-support tools only. LedgerHawk shall not be treated as the final decision maker for any Government action.

## **5. PROTECTION OF ORCHEALTH PROPRIETARY TECHNOLOGY AND AI SYSTEMS**

Nothing in this Agreement grants the Government ownership of OrcHealth proprietary software, source code, algorithms, models, model architectures, workflows, relationship graphs, scoring methodologies, entity resolution methodologies, investigative support methodologies, workflow methodologies, derived intelligence datasets, Federal Vendor Risk Network methodologies, or related intellectual property.

The Government shall not knowingly use OrcHealth proprietary Outputs, methodologies, model behavior, intelligence products, or derived intelligence networks to develop competing commercial products or to train third-party artificial intelligence systems.

LedgerHawk is provided with commercial license rights only as expressly set forth in this Agreement and the applicable Order Form. Any technical data or software provided to the Government is provided subject to the commercial license rights and restrictions applicable to commercial products and commercial services, except to the

extent federal law requires otherwise.

## **6. PROTECTION OF DERIVED INTELLIGENCE NETWORKS**

Government ownership of Government Data does not transfer ownership of OrcHealth-derived intelligence networks, relationship graphs, analytical methodologies, workflow methodologies, risk scoring systems, Federal Vendor Risk Network methodologies, or derived intelligence datasets.

## **7. DATA PORTABILITY**

Government-owned information shall be exportable throughout the contract term in standard formats including JSON, CSV, XML, and PDF, subject to security controls, records restrictions, third-party data restrictions, reasonable technical limitations, and mutually agreed export procedures.

## **8. TRANSITION ASSISTANCE**

Upon expiration or termination, OrcHealth shall provide up to twelve months of transition assistance and export support if ordered and funded by the Government, or as otherwise stated in the applicable Order Form. Transition assistance may include data export support, schema documentation, transfer planning, reasonable technical support, and coordination with a successor system.

## **9. VENDOR LOCK-IN PROTECTION**

Government-owned information shall remain accessible and exportable without additional licensing fees, subject to payment of any ordered professional services, storage, transition, extraction, or support fees expressly included in the applicable Order Form and permitted under applicable procurement law.

## **10. INTERAGENCY INTELLIGENCE SERVICES**

Federal Vendor Risk Network services shall utilize aggregated, anonymized, derived, or otherwise authorized information and shall not disclose protected Government information except as authorized by law, by the applicable Order Form, by the Government, or in a form that does not identify protected Government information.

## **11. PRICE ESCALATION LIMITATION**

Annual option-period pricing increases shall not exceed five percent (5%) unless otherwise expressly agreed in the applicable Order Form, required by changes in scope, data volume, usage volume, agency coverage, third-party data costs, support level, hosting requirements, compliance requirements, or permitted under the applicable contract vehicle. Price increases shall be in accordance with the applicable agreed upon GSA Schedule Contract Economic Price Adjustment Clause and Method.

## **12. NO AUTOMATED ENFORCEMENT**

LedgerHawk shall not independently initiate enforcement actions, payment holds, suspension or debarment actions, Inspector General referrals, Department of Justice referrals, legal proceedings, procurement exclusions, adverse responsibility determinations, payment denials, or similar Government actions.

## **13. AUDIT RIGHTS, FOIA, AND ORDER OF PRECEDENCE**

Government audit rights, FOIA obligations, records obligations, applicable federal statutes, and mandatory FAR/GSAR/DFARS clauses shall govern to the extent applicable.

OrcHealth acknowledges that federal agencies may be subject to FOIA and that certain information may be disclosed notwithstanding a confidentiality designation. Customer shall use reasonable efforts to protect OrcHealth Confidential Information and proprietary information from disclosure to the extent permitted by law, including by invoking applicable FOIA exemptions where appropriate.

In the event of conflict, the following order of precedence applies: (1) federal law and mandatory federal procurement requirements; (2) applicable FAR, GSAR, DFARS, or agency clauses; (3) the ordering instrument; (4) this Federal Government Addendum; (5) the EULA; and (6) documentation.

## **14. CONTRACT DISPUTES AND CONTINUED PERFORMANCE**

For U.S. Government orders, disputes shall be handled in accordance with the Contract Disputes Act and applicable FAR clauses. To the extent required by FAR 52.233-1 or other applicable mandatory provisions, OrcHealth shall continue performance while disputes are resolved, unless otherwise directed by the Contracting Officer or permitted by law.

## **15. GOVERNMENT REMEDIES PRESERVED**

Nothing in this Agreement shall impair the U.S. Government's rights or remedies under applicable federal law, including rights relating to fraud, criminal conduct, the False Claims Act, price reductions, indemnification obligations required by applicable clauses, or remedies expressly provided in the applicable GSA Schedule, MAS, BPA, IDIQ, task order, purchase order, or other ordering instrument.

## **16. FEDERAL RECORDS AND RETENTION**

The Government may retain copies of Government Data, Government-generated reports, workflow records, audit trails, and other records as required by law, regulation, litigation hold, agency policy, Inspector General review, audit, investigation, or records retention requirements. Any retained OrcHealth Confidential Information remains subject to applicable confidentiality, IP, and use restrictions to the extent permitted by law.

## **17. SECURITY REQUIREMENTS**

Security requirements, including FedRAMP, NIST, CUI, FISMA, agency ATO, cloud hosting, incident reporting, encryption, logging, identity management, data residency, and personnel requirements, shall be as set forth in the applicable Order Form, security addendum, agency authorization package, or contract vehicle.

Customer shall not upload classified information, ITAR-controlled technical data, export-controlled technology, or other restricted information unless the applicable ordering instrument expressly authorizes such data and specifies the required handling environment.

## **18. ANTI-DEFICIENCY ACT**

Any provision requiring indemnification, payment, hold harmless obligations, or other commitments by the Government is subject to the Anti-Deficiency Act and other applicable federal fiscal laws. No provision shall be interpreted to require an obligation of funds in violation of federal law.

## **SIGNATURES**

The parties may execute this Agreement through the applicable Order Form, purchase order, task order, electronic acceptance, or other mutually agreed ordering instrument.