Agreement No: _____

Effective Date: _____

MASTER SOFTWARE AS A SERVICE AGREEMENT

This Master Software as a Service Agreement dated as of the date of the last party to sign below ("**Effective Date**") is entered into by and between Black Duck Software, Inc., with offices at 800 District Ave., Ste 201, Burlington, MA 01803, United States ("**Black Duck.**") and the Ordering Activity under GSA Schedule contracts identified in the Order ("**Customer**").

In consideration of the mutual promises set forth herein, the parties agree as follows:

1. DEFINITIONS

1.1 "Documentation" means any information, product and service descriptions, technical specifications, manuals and materials made available to the Customer relating to the use of the applicable Services.

1.2 "Fees" means the fees for Services described on an applicable Purchase Agreement.

1.3 "MSSA" means this Master Software as a Service Agreement, including any amendments, addenda, attachments, exhibits or schedules hereto entered into by Black Duck and Customer, and all Purchase Agreements by and between Black Duck and the Customer that incorporate this MSSA by reference, which govern all Services provided by Black Duck to Customer.

1.4 "Purchase Agreement" means any (i) duly executed agreement, (ii) duly executed statement of work, (iii) Black Duck quote with corresponding purchase order incorporating a reference to the Black Duck quote number, provided for the purpose of acquiring the Services and/or the Training and that incorporates this MSSA by reference.

1.5 "Reports" means data reports that contain the results of the tests performed by the Services.

1.6 "Reseller" means any of Black Duck's authorized resellers.

1.7 "Services" means the application and/or API security testing services (including (i) the associated software and (ii) access to Black Duck's hosted software application) for the Applications and/or APIs, provided on a subscription basis, as further described on an applicable Purchase Agreement.

1.8 "Term" means that period of time, as indicated in the applicable Purchase Agreement, during which Customer is granted access to use the Services.

1.9 "Training" means any computer-based training or onsite training provided by Black Duck.

1.10 "Training Materials" means any training materials and handouts provided to Customer as part of the Training, including, but not limited to, documents, data, drawings, models, code, applications and rep orts, and associated software and materials, including any modifications or improvements thereof. Training Materials may include third party materials licensed to Black Duck.

1.11 Additional definitions applicable to the performance of the WhiteHat labeled Servicesare attached hereto and can be found here: https://www.blackduck.com/company/legal/saas-agreement.html, and such definitions are incorporated by reference herein.

1.12 A description of the Polaris Services Offerings Descriptions and Polaris Security controls are described here: https://www.blackduck.com/content/dam/black-duck/en-us/legal/saas/2024/Polaris-Service-Description-2024.1.pdf.

2. LICENSE

During the Term, and subject to the terms and conditions of this MSSA, Black Duck will provide to Customer a limited, non-exclusive, non-transferable license to use and access (a) the Services for the number of Applications and/or API Operations set forth in a Purchase Agreement; (b) the Training; and (c) the associated Documentation and Training Materials solely for Customer's internal use to further expand and improve the knowledge of its employees who have a need to know such information.

Such license grant for any software associated with the Services that must be downloaded by Customer includes the right to make one copy of such software for internal use in accordance with the Documentation. Such license grant for the Training Materials is provided solely for Customer's internal use to further expand and improve the knowledge base of its employees who have a need to know such information and expressly prohibits use of the Training Materials for production or commercial purposes. The terms of this MSSA will govern the Purchase Agreement and any Services provided by Black Duck to Customer, whether procured directly from Black Duck or through a Reseller. No other agreements, contracts, or general terms that Customer may have entered into with a Reseller as it relates to the Services and/or Training only shall apply to the Services and Training. A Purchase Agreement as executed against this MSSA is an integral part of this MSSA and is fully incorporated herein. Additional terms may be added by Black Duck to a Purchase Agreement.

3. TERM AND TERMINATION

3.1 Term. This MSSA shall commence upon the Effective Date and shall continue unless terminated in accordance with this Section 3.

3.2 Termination. Where applicable and 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, Black Duck 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.

3.3 Effect of Termination. Following the termination of this MSSA, Black Duck will cease providing the Services and/or the Training.

4. SUPPORT SERVICES

A description of the support services provided by Black Duck for WhiteHat labeled services are attached hereto and described here: https://www.blackduck.com/company/legal/support-terms.html ("**Support Terms**").Customer may procure additional support as set forth in an applicable Purchase Agreement.

5. PROPRIETARY RIGHTS

5.1 Applications and APIs. Customer hereby grants Black Duck the right to access, use, assess and test the Application(s) and/or API(s) in connection with providing Services. Customer acknowledges and agrees that Black Duck's access and use of the Application(s) and/or API(s) to provide Services, is not subject to any "Terms of Use" or other terms or conditions that may be posted on, linked or otherwise provided with, the Application(s) and/or API(s). Customer represents and warrants that it is either the owner of the Application(s) and/or API(s) or has the authority to permit Black Duck to provide Services in connection with such Applications. In the event any of the Applications and/or APIs are subject to third-party rights, Customer shall indemnify Black Duck for any claims against Black Duck that arise from Black Duck accessing or using such Applications and/or APIs to provide Services.

5.2 Restrictions. Customer shall not: (a) copy or otherwise reproduce, whether in whole or in part, the Services (or software associated therewith), Documentation, Training or Training Materials; (b) modify or create any derivative work of the Services (or software associated therewith), Documentation, Training, or Training Materials; (c) sell, rent, loan, license, sublicense, distribute, assign or otherwise transfer the Services (or software associated therewith), Documentation, Training or Training Materials; (d) cause or permit the disassembly, decompilation or reverse engineering of the Services (or software associated therewith), Documentation, Training or Training Materials, or otherwise attempt to gain access to the source code of the Services or software associated therewith; (e) use the Services to store or transmit malicious code; or (f) cause or permit any third party to do any of the foregoing.

5.3 Reservation of Rights. Each party reserves all rights not expressly granted in this MSSA and no other licenses are granted by either party to the other party under this MSSA except as expressly stated herein or in a Purchase Agreement, whether by implication, estoppel or otherwise. Black Duck or its licensors own and retain all right, title and interest (including all Intellectual Property Rights) in and to the Services, Training, Documentation, Training Materials, and associated software, as applicable, including any modifications or improvements thereof. Subject to the terms of this MSSA, Black Duck hereby grants Customer, at no additional charge, a non-exclusive, fully paid up, perpetual, worldwide license to use the Reports for Customer's internal business purposes.

6. CUSTOMER RESPONSIBILITIES.

6.1 Findings. Customer acknowledges and agrees that (a) as between Customer and Black Duck it is Customer's sole responsibility to update and maintain the Application(s) and/or API(s), including without limitation, fixing any security vulnerabilities; (b) the Reports are not guaranteed to show all vulnerabilities in the Application(s) and/or API(s); (c) it is Customer's sole responsibility to test, vet and confirm that any proposed remedial measures referenced in the Reports or otherwise referenced by Black Duck to Customer are appropriate for Customer's purposes; and (d) Customer's use of the Services does not render or guarantee that the Application(s) and/or API(s) will be invulnerable or free from unauthorized access. Customer further acknowledges and agrees that Customer's use of the Services starts on the effective date of the Purchase Agreement applicable to such Services and the Customer is responsible for providing to Black Duck all configuration data (hostnames, user accounts, API documentation, etc.) needed to perform the Services. Failure to provide configuration data does not release Customer from any responsibility in this MSSA. Customer acknowledges and agrees that Customer's and its users' use of the Services may be dependent upon access to telecommunications and Internet services. Customer shall be solely responsible for acquiring and maintaining all telecommunications and internet services and other hardware and software required for its access and use of the Services, including, without limitation, any and all costs, fees, expenses, and taxes of any kind related to the foregoing. Black Duck shall not be responsible for any loss or corruption of data, lost communications, or any other loss or damage of any kind arising from any such telecommunications and internet services.

6.2 Plan. Customer further acknowledges and agrees that each of the Application(s) and/or API(s) which Customer may request to be tested or evaluated as part of the Services hereunder are fully protected and have a business resumption and contingency plan fit for the Services which ensures the continued provision of the services provided and/or performed by the applicable Application(s) or API(s), and which protects all of the Application(s) and/or API(s) and all associated data files, including, but not limited to, the integrity and confidentiality of such programs and data (collectively a "**Plan**"). At a minimum, each Plan must provide for Customer's responsibility for backing up and otherwise protecting the programs and data files, protecting equipment, and maintaining disaster recovery and contingency plans; and except in the case of an intentional and malicious act by Black Duck, Customer agrees to hold Black Duck, its affiliates, and their directors, officers, employees, customers and agents harmless from, for and against any and all costs, expenses, claims (third party or otherwise), demands, suit, losses, governmental fines and penalties and/or damages of every kind, nature and description (including reasonable attorneys' fees) which are incurred by, claimed from, or otherwise asserted by or against Customer, arising out of, connected with, related to, caused by, or resulting from any failure of any such Plan. The Customer acknowledges that some Services are inherently dangerous and could cause significant effects or interruptions to the Application(s) and/or API(s) which Customer is requesting Black Duck to test and evaluate as part of the Services.

7. PAYMENT TERMS. All applicable Fees are owed upon the Effective Date of the Purchasing Agreement, and are payable in accordance with the payment schedule set out in the Purchasing Agreement. All past due amounts will incur interest at an interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

8. TAX.

8.1 Indirect Taxes. Black Duck 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). Customer shall provide exemption certificate(s) when claiming sales and use tax exemption in the US. Customer will be responsible for its own taxes, including property taxes on property it owns or leases, income taxes on its business and, any other taxes incurred by Customer in connection with its business.

8.2 Reserved.

9. LIMITATION OF LIABILITY.

9.1 Exclusion of Damages. Notwithstanding anything to the contrary, this MSSA does not limit liability due to death or personal injury caused by gross negligence, or liability due to fraudulent misrepresentations or willful misconduct, or liability arising from breaches of confidentiality obligations or license grants or conditions hereunder. SUBJECT TO THE FOREGOING SENTENCE, IN NO EVENT WILL EITHER PARTY, OR THEIR SUPPLIERS, BE LIABLE TO THE OTHER FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS OR PROFITS, REVENUE, GOODWILL, ANTICIPATED SAVINGS) OR FOR THE COST OF PROCURING SUBSTITUTE SERVICES ARISING OUT OF THIS MSSA, WHETHER BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), FAILURE OF A REMEDY TO ACCOMPLISH ITS PURPOSE, STRICT LIABILITY OR OTHERWISE, AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Customer acknowledges that Black Duck would not be able to provide the Services without the limitations set forth in this Section 9. Customer may have other rights under applicable mandatory local laws. This MSSA does not change Customer's rights under applicable mandatory local laws if such laws do not permit it to do so.

9.2 Cap on Liability. IN NO EVENT WILL BLACK DUCK, ITS AFFILIATES OR ITS SUBSIDIAIRIES, OR ITS SUPPLIERS' AGGREGATE LIABILITY UNDER THIS MSSA, OR RELATING TO ITS SUBJECT MATTER, EXCEED WITH RESPECT TO ANY SERVICE, THE AMOUNT PAID BY CUSTOMER FOR THE SERVICES DURING THE 12 MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

10. CONFIDENTIALITY

10.1 Definition of Confidential Information. "**Confidential Information**" means (a) each party's software products, in byte code or source code form; (b) any authorization keys and passwords delivered in order to operate such products or access the Services; (c) Documentation, product road maps and development plans, and product pricing information; (d) any business, technical or training information of a party that, if disclosed in writing, is marked "confidential" or "proprietary" at the time of disclosure, or, if disclosed orally, is identified as "confidential" or "proprietary" at the time of disclosure, and is summarized in a writing sent by the disclosing party to the other party within thirty (30) days of such disclosure or, without a marking requirement where the receiving party knows or reasonably should understand the disclosure to be confidential or trade secret information; and (e) Customer specific terms and pricing set forth in any quotation, Purchasing Agreement or this MSSA.

10.2 Exclusions. Confidential Information does not include information that (a) is or becomes generally known or available to the public through no act or omission of the party receiving Confidential Information ("***Receiving Party***"); (b) is rightfully known by the Receiving Party prior to receiving such information from the other party ("***Disclosing Party***") and without restriction as to use or disclosure; (c) is independently developed by the Receiving Party without use of the Disclosing Party's Confidential Information and without breach of this MSSA; or (d) is rightfully received by the Receiving Party from a third party without restriction on use or disclosure. The existence of this MSSA and the nature of the business relationship between the parties are not considered Confidential Information.

10.3 ***Use and Disclosure Restrictions***. Receiving Party will not use the Disclosing Party's Confidential Information except as necessary to exercise the rights granted under this MSSA or to evaluate opportunities to license additional Services pursuant to this MSSA, and will not disclose such Confidential Information to any person or entity except to its Authorized Users. Without limiting the generality of the foregoing, Customer agrees that it will not post the Services, the Documentation, or any screenshots of the Services or results generated by the Services, on any network that is accessible by anyone other than the Authorized Users. The foregoing obligations will not restrict either party from disclosing Confidential Information of the other party (a) pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided that the party required to make such a disclosure gives reasonable notice to the other party to contest such order or requirement; and (b) on a confidential basis to its legal or financial advisors that need to know in order to provide business advice to such party. In addition, each party may disclose the terms and conditions of this MSSA: (i) as required under applicable securities regulations; and (ii) on a confidential basis to present or future providers of venture capital and potential private investors in or acquirers of such party. As used above, ***"Authorized User"*** means a party's and its affiliate's employees and authorized contractors: (x) whose duties require access to or use of the Services or Confidential Information for the benefit of that party; and (y) whose legal obligations to protect confidential and proprietary information require protection of the Services and Confidential Information to at least the same extent as set out in this MSSA. Black Duck 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.

10.4 ***Reserved***.

11. LIMITED WARRANTIES.

11.1 Conformance with Documentation. Black Duck warrants that the Services will substantially conform to the functional

specifications set forth in the applicable Documentation. Customer will provide prompt written notice of any non-conformity and provide Black Duck a reasonable opportunity, not to exceed thirty (30) days, to remedy such non-conformity. Black Duck may modify the Documentation in its sole discretion, provided the functionality of the Services is not materially decreased during the Term.

11.2 Service Availability. Black Duck warrants that the Services will be Available as described under the Service Availability and Credits section of the Support Terms. In the event of a breach of the foregoing warranty, as Customer's sole and exclusive remedy, Black Duck will provide the remedy set forth in the Support Terms.

11.3 Warranty Disclaimer. EXCEPT AS PROVIDED IN THIS SECTION 11, BLACK DUCK PROVIDES THE SERVICES AND TRAINING "AS IS" AND MAKES NO WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE SERVICES, TRAINING, REPORTS, DOCUMENTATION, TRAINING MATERIALS OR ANY OTHER RELATED DATA, AND SPECIFICALLY DISCLAIMS ANY WARRANTY OF AVAILABILITY, ACCURACY, RELIABILITY, USEFULNESS, ANY IMPLIED WARRANTY OF MERCHANTABILITY, NONINFRINGEMENT, TITLE OR FITNESS FOR A PARTICULAR PURPOSE AND ANY CONDITION OR WARRANTY ARISING FROM COURSE OF PERFORMANCE, DEALING OR USAGE OF TRADE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES IN CERTAIN CIRCUMSTANCES. ACCORDINGLY, SOME OF THE LIMITATIONS SET FOR ABOVE MAY NOT APPLY. THE FACT THAT AN ORGANIZATION OR WEBSITE IS REFERRED TO IN THE TRAINING OR TRAINING MATERIALS AS A CITATION AND/OR AS A POTENTIAL SOURCE FOR FURTHER INFORMATION DOES NOT MEAN THAT BLACK DUCK ENDORSES THE INFORMATION SUCH ORGANIZATION OR WEBSITE MAY PROVIDE OR THE RECOMMENDATIONS IT MAY MAKE.

12. BLACK DUCK INTELLECTUAL PROPERTY INDEMNIFICATION

12.1 Infringement Indemnity. Black Duck will defend or settle any action brought against Customer by paying all costs, damages and reasonable attorneys' fees that are finally awarded against Customer to the extent those amounts are based upon a third party claim that the Services, as provided by Black Duck to Customer under this MSSA and used in accordance with this MSSA, directly infringes any U.S. patent, or copyright or misappropriates any U.S. trade secret. However, Black Duck's obligations under this Section 12 are subject to the following conditions: (a) Customer must promptly notify Black Duck in writing of the action; (b) Customer grants Black Duck sole control of the defense and settlement of the action; and (c) Customer must provide Black Duck, with all assistance, information and authority reasonably requested for the defense and settlement of the action. Black Duck will not be responsible for any compromise made or expense incurred without its consent. If use of any of the Services is, or in Black Duck's reasonable opinion is likely to be, the subject of an action specified in this Section 12.1, Black Duck may, at its sole option and at no additional charge: (i) procure for Customer the right to continue using such Services; (ii) replace or modify such Services so that it is non-infringing and substantially equivalent in function to the original Services; or (iii) if options (i) and (ii) above are not accomplished despite Black Duck's reasonable efforts, terminate Customer's rights and Black Duck's obligations hereunder with respect to such Services and refund the unamortized portion of the license Fees paid for such Services, based upon a straight-line depreciation over the term of the license commencing as of the date Customer received access to such Services. Where applicable, nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to assist in the defense of any claim or action brought against the U.S., pursuant to its jurisdictional statute 28 U.S.C. §516.

12.2 Exclusions. Notwithstanding the terms of Section 12.1, Black Duck will have no liability for any infringement or misappropriation action or claim of any kind to the extent that it results from: (a) modifications to the Services made by a party other than Black Duck, if the infringement or misappropriation would not have occurred but for such modifications; (b) the combination, operation or use of the Services with equipment, devices, software, systems or data not supplied by Black Duck, if the infringement or misappropriation would not have occurred but for such combination, operation or use; (c) Customer's failure to use the updated or modified Services provided by Black Duck to avoid infringement or misappropriation; (d) Black Duck's compliance with any designs or specifications provided by Customer; and/or (e) Customer's use of the Services other than as authorized by this MSSA.

12.3 Sole Remedy. THE PROVISIONS OF THIS SECTION 12 SET FORTH BLACK DUCK'S SOLE AND EXCLUSIVE OBLIGATIONS, AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES, WITH RESPECT TO INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS OF ANY KIND. EXCEPT AS SET FORTH ABOVE, BLACK DUCK AND ITS SUPPLIERS DISCLAIM ALL IMPLIED OBLIGATIONS WITH RESPECT TO INTELLECTUAL PROPERTY INDEMNIFICATION.

13. RESERVED

14. GENERAL

14.1 Ownership of IP Rights. Black Duck and its licensors own all patent rights, copyrights, trade secret rights, mask works, and trademark rights (including service marks and trade names), and any applications for these rights, in all countries ("**Intellectual Property Rights**") in the Services, the Documentation and all associated methods, processes, software or other technologies access or used in connection with the Services. Customer's only rights in the Services and the Documentation are the rights expressly granted in this MSSA; all other rights are reserved by Black Duck. Black Duck's licensors are third-party beneficiaries of, and thus may enforce against Customer, the license restrictions and confidentiality obligations in this MSSA with respect to their intellectual property and proprietary information.

14.2 Feedback. If Customer provides any Feedback to Black Duck or to Black Duck affiliates, Black Duck and its affiliates will be entitled to use the Feedback without restriction, and Customer irrevocably assigns to Black Duck all right, title, and interest in and to the Feedback and agrees to provide to Black Duck any assistance reasonably required to document, perfect, and maintain Black Duck's rights in the Feedback. "**Feedback**" means any ideas or suggestions Customer voluntarily provide to Black Duck (in any manner, whether in writing or orally or otherwise) regarding the Services, including possible enhancements or improvements. Where applicable, Black Duck acknowledges that the ability to use this Agreement and any Feedback provided as a result of this Agreement in advertising is limited by GSAR 552.203-71.

14.3 Entire Agreement; Modification; Interpretation. This MSSA, including any addenda hereto and all accepted Purchasing Agreements referencing this MSSA, constitute the complete and exclusive understanding and agreement between the parties regarding its subject matter and supersedes all prior or contemporaneous agreements or understandings, written or oral, relating to its subject matter. Customer agrees that additional or different terms on Customer's purchase order shall not apply. Failure to enforce any provision of this MSSA will not constitute a waiver of future enforcement of that or any other provision. Any waiver, modification or amendment of this MSSA will be effective only if in writing and signed by Customer and an authorized representative of Black Duck. If for any reason a court of competent jurisdiction finds any provision of this MSSA invalid or unenforceable, that provision will be enforced to the maximum extent permissible and the other provisions of this MSSA will remain in full force and effect. The word "including" when used in this MSSA will mean including without limitation of the generality of any description, definition, term or phrase preceding that word.

14.4 Export. Customer shall remain familiar and comply with its obligations under any and all laws, statutes, regulations, ordinances of any local, states, federal, national, or other jurisdictional locality, as applicable to the export, import, and/or end-use of the Services. The Services and/or technology sold, leased, or licensed under this MSSA may be subject to various Export Control Laws and Regulations including but not limited to, U.S. Export Administration Regulations (EAR), the U.S. Office of Foreign Asset Control (OFAC), the European Union (EU) Export Control Regime Regulation (EC) No. 428/2009, and/or the EU Consolidated Sanctions List. Where a Services and/or technology is identified as export controlled from the country(ies) of export to (1) the destination country(ies), (2) a restricted/proscribed end use, and/or (3) a restricted end user, a government-issued export license must be obtained prior to fulfillment under this MSSA and in accordance with all applicable laws. Customer agrees that Black Duck shall not be required to complete delivery of export-controlled Services or technology unless and until all required export licenses have been obtained.

14.5 Independent Contractors. The parties are independent contractors, and neither party will have the power to bind the other or to incur obligations on the other's behalf without such other party's prior written consent.

14.6 Governing Law. This MSSA will be governed by and construed in accordance with the Federal laws of the United States. The parties expressly agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply. Any legal action or proceeding arising under this MSSA will be brought exclusively in the federal or state courts located in the Northern District of California and the parties irrevocably consent to the personal jurisdiction and venue therein. Customer agrees that the Uniform Computer Information Transactions Act or any version thereof, adopted by any state, in any form ("**UCITA**"), shall not apply to this MSSA. To the extent that UCITA is applicable, the parties agree to opt out of the applicability of UCITA pursuant to the opt-out provision(s) contained therein.

14.7 Nonexclusive Remedy. Except as expressly set forth in this MSSA, the exercise by either party of any of its remedies under this MSSA will be without prejudice to its other remedies under this MSSA or otherwise.

14.8 Force Majeure. In accordance with GSAR Clause 552.212-4(f), Neither party will be responsible for any failure or delay in its performance under this MSSA (except for any payment obligations) due to causes beyond its reasonable control, including, but not limited to, labor disputes, strikes, lockouts, shortages of or inability to obtain labor, energy, raw materials or supplies, war, terrorism, riot, natural disasters, loss of servers and/or storage resources (in whole or part), failure of the internet, or governmental action.

14.9 Assignment. Customer may not assign this MSSA, or any licenses granted hereunder, in whole or in part, by operation of law or otherwise. Any attempt to so assign without such consent will be void and of no effect. Subject to the foregoing, this MSSA will bind and inure to the benefit of each party's permitted successors and assigns.

14.10 Notice. All notices required or permitted under this MSSA will be in writing. Notices will be effective upon delivery if delivered in person and upon mailing if delivered by courier service, overnight delivery services or by a form of certified or express mail. Notices affecting this MSSA as a whole will be sent to the address set forth above, if any, or to such other address of a party as such party may identify in writing; notices related to a particular transaction will be sent to the primary corporate addresses set forth in the Purchasing Agreement or to such other address as Customer or Black Duck may notify the other party in writing.

14.11 Survival. The following provisions shall survive the termination or expiration of this MSSA: Sections 5.2, 5.3, 6, 7, 8, 9, 10, 11, 13 and 14.

14.12 Counterparts and Execution. This MSSA may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. An originally executed version of this MSSA or any addenda, attachment and subsequent Purchasing Agreement (including, where applicable, a Customer purchase order issued in response to a Purchasing Agreement where such issuance constitutes execution), that is delivered by one party to the other party, as evidence of signature, by facsimile, or by electronic mail after having been scanned as an image file (including, Adobe PDF, TIF, etc.) shall, for all purposes hereof, be deemed an original signature and neither party shall have the right to object to the manner in which the MSSA was executed as a defense to the enforcement of the MSSA.

14.13 Government Users. If Customer is a branch or agency of the United States Government, or is acquiring access to any Services on behalf of any branch or agency of the United States Government, then the following provision applies. The Services and Documentation are comprised of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212, and are provided to the Government (a) for acquisition by or on behalf of civilian agencies, consistent with the policy set forth in 48 C.F.R. 12.212; or (b) for acquisition by or on behalf of units of the Department of Defense, consistent with the policies set forth in 48 C.F.R. 227.7202-1 and 227.7202-3.

14.14 Black Duck Entities. Black Duck Software, Inc. and its wholly-owned subsidiaries, including, but not limited to, Black Duck Software Limited, Black Duck Software Limited Taiwan Branch, Black Duck Software G.K., and Black Duck Software Shanghai Limited., have agreed to their respective rights and obligations regarding the distribution of the Licensed Products and the performance of obligations related to the Licensed Products. You acknowledge that: (a) Black Duck Software, Inc. or any directly or indirectly wholly-owned subsidiary or branch of Black Duck, Inc. may treat a purchase order addressed to that entity, representative office or branch as having been addressed to the appropriate entity or entities or branch with distribution rights for the geographic region in which the Licensed Products will be used; and (b) delivery will be completed by the Black Duck entity or branch with distribution rights for the geographic region in which the Licensed Products will be used or service will be provided. For products used or services provided in a country in the Americas, Israel or Africa or US dollar transactions in Russia or China Mainland, the distributing Black Duck entity is Black Duck Software, Inc., based in California, USA. For products used or services provided in Taiwan, the distributing Black Duck entity is Black Duck Software Limited Taiwan Branch, based in Taiwan. For products used or services provided in Japan, the distributing Black Duck entity is Black Duck Software G. K., based in Japan. For products used or services provided in China Mainland in Renminbi, the distributing Black Duck entity is Black Duck Software Shanghai Limited, based in China Mainland. For products used or services provided in any country other than those identified above, the distributing Black Duck entity is Black Duck Software Limited based in Ireland.

14.15 Controlling Language. This MSSA has been prepared, negotiated and signed in English, and English is the controlling language of this MSSA. Even if any other language version is prepared, including the Japanese version of this document, such version is for convenience purposes only and the English version shall prevail if there is any difference between such version and English version.