Advanced Digital Forensic Solutions, Inc.
Software License Terms and Conditions

Commercial Supplier Agreement Header:

This Commercial Supplier Agreement and Software License Agreement and Services ("Agreement") is between the Customer, as defined below, as set forth in a Purchase Order, Annex, Statement of Work, or similar document, and the GSA Multiple Award Schedule (MAS) Contractor acting on behalf of Advanced Digital Forensic Solutions, Inc. ("ADF Solutions" or "Supplier") with its principal place of business at 11654 Plaza America Drive #501, Reston, VA 20190. This Agreement governs the Customer's use of the Supplier software (the "Licensed Software") and the Supplier documentation made available for use with such software. "You" and "Customer" mean the Government Customer (Agency) who, under the GSA MAS Program, is the "Ordering Activity," defined as an "entity authorized to order under GSA Schedule Contracts" as defined in GSA Order OGP 4800.2I ("GSA Order"), as such order may be revised from time to time.

This License Agreement describes Customer's (and each individual End User's) rights to access and use of the ADF Solution software specifically identified on the attached Purchase Order, including, without limitation, any associated media, use manuals, instructions or other explanatory documentation or materials, regardless of form or media (collectively the "Software"). The Software is provided to the Customer and its authorized End Users on the condition that their use abides at all times by the terms and conditions of this License Agreement and their respective use shall evidence their agreement to abide by the terms and conditions of this License Agreement.

1. <u>License Grant</u>. The Software is licensed, not sold. Subject to the terms and conditions of this License Agreement and in consideration for the payment of the applicable fees described on the Purchase Order, ADF Solutions hereby grants to Customer (and each of its authorized End Users), a non-exclusive, non-sublicensable and non-assignable term license (the "License") to access and use the Software (as well as any associated media, use manuals, instructions or other explanatory documentation or materials, regardless of form or media (collectively, the "Documentation")), solely for the purpose set forth in the Documentation. Customer will provide access to the Software only to its authorized End Users during the term of this License Agreement. This License Agreement shall apply to any Software initially provided to Customer as well as any subsequent versions, revisions or updates of the Software provided to Customer.

This License permits the Customer and its authorized End Users to install the Software on more than one laptop computer, desktop computer or other computer system (each, a "computer system"), as long as the Software will not be installed or used on more than one computer system or used by more than one End User concurrently. Each copy of Software licensed pursuant to the Purchase Order will be accompanied by an electronic license file ("ADF License") which is designed to permit said copy of Software to be utilized by only one End User at a time. Neither Customer nor any End User shall replicate a ADF License or otherwise circumvent or attempt to circumvent the restrictions on use of the Software intended by the ADF License. Customer will not make copies of the Software or allow copies of the Software to be made by others, unless authorized by this License Agreement. Customer may make copies of the Software for backup purposes only. Customer and its End Users shall use the Software solely for Customer's internal business purposes, which ADF Solutions and the Customer expressly agree shall not include using the Software to provide services to Customer's customers, clients or other third parties.

2. <u>Purchase Order and Access</u>. The specific identity and number of Software Products to be licensed to Customer shall be identified on the Purchase Order that is executed by ADF Solutions and Customer (or third party purchasing on behalf of Customer ("Reseller")). The associated fees or charges shall also be identified on the Purchase Order. If any Training Services are ordered on the Purchase Order, the authorized End Users that will be eligible to receive Services shall be designated on the Purchase Order or otherwise agreed to, in writing, between ADF Solutions and the Customer (or Reseller).

3. <u>Support and Maintenance: Installation and Training</u>. For the Subscription Term (as defined below), Maintenance and support services and Software upgrades will be provided in accordance with the terms set forth at: https://www.adfsolutions.com/support-and-maintenance-terms and attached hereto ("Maintenance and Support"). Unless expressly ordered on the Purchase Order and paid for in addition to the License Fees, ADF Solutions does not provide training services ("Training Services"). If Training Services are ordered on the Purchase Order, such ordered Training Services will be specified in a separate Exhibit to the Purchase Order.

4. <u>Payments and Amendments.</u> All fees and charges provided for in the Purchase Order for use of the Software ("License Fees") or for Services ("Service Fees" and, together with the License Fees, the "Fees") will be due upon the dates reflected in the Purchase Order. Payments will be made and any interest on late payments will be paid in accordance with the Prompt Payment Act. All Fees, charges and other amounts payable hereby shall be paid in United States dollars, without deduction for taxes, assessments, fees or charges of any kind. All Fees are non-refundable (except for sums due to Customer as a result of a Limited Warranty claim submitted within the Warranty Period or an Intellectual Property claim).

5. <u>Term and Termination</u>. Unless expressly stated in the Purchase Order, the term of this License Agreement shall mean the period commencing on the date that the Software is shipped by ADF Solutions to the Customer (or Reseller) and continuing until the end of the applicable period as indicated on the Purchase Order (the "Term"), subject to earlier termination in the event of breach as provided herein.

6. <u>Limited Warranty.</u> ADF Solutions warrants to Customer that the Software will operate substantially in accordance with functions and features described in the Documentation provided to Customer (the "Limited Warranty"). This Limited Warranty shall apply only during the thirty (30) day period beginning with the later of: (i) the date of purchase of the Software or (ii) the date that the Software is first available for use by Customer (the "Warranty Period"). ADF Solutions will modify or replace, at no additional charge to Customer, the Software to correct any reproducible error that causes the Software not to perform substantially as set forth in the Documentation, provided that Customer reports the malfunction to ADF Solutions during the Warranty Period. In the event that ADF Solutions is unable after reasonable efforts to correct any such material error, Customer may during the Warranty Period at Customer's option terminate this License Agreement and, upon return of the Software to ADF Solutions, ADF Solutions shall provide to Customer a pro-rata refund of the unused portion of the License Fees paid. All warranty claims not made in writing or not received by ADF Solutions within the Warranty Period shall be deemed to have been waived by Customer. Customer's exclusive remedy for a breach of the foregoing Limited Warranty shall be replacement of the Software or a pro-rata refund of the unused portion of the License Fees paid. The foregoing Limited Warranty shall specifically not cover problems, complaints, issues or claims made by the

Customer resulting from events and circumstances outside the control of ADF Solutions that may impact the performance, function or use of the Software and are not covered by the Limited Warranty. EXCEPT AS OTHERWISE AND EXPRESSLY PROVIDED BY THE LIMITED WARRANTY IN THIS LICENSE AGREEMENT THE SOFTWARE IS PROVIDED TO CUSTOMER AND ITS END USERS "AS IS," WITH ALL FAULTS. ADF SOLUTIONS DOES NOT WARRANT THAT THE SOFTWARE WILL OPERATE IN COMBINATION WITH ANY OTHER SOFTWARE SELECTED BY CUSTOMER.

7. Property Indemnity. ADF Solutions agrees to have the right to intervene to defend Customer and to pay any judgments, costs and expenses, or amounts paid in settlement to which ADF Solutions agrees, which Customer may sustain as the result of any claim by a third party that the Software by itself and in unmodified form infringes or misappropriates such third party's United States copyright, trade secrets, or patent ("Intellectual Property Indemnity"). Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute 28 U.S.C. §516. In order for ADF Solutions to provide its Intellectual Property Indemnity, Customer must provide ADF Solutions with prompt written notice of such claims or threat of such claims and ADF Solutions must be given full control and authority to investigate, defend and/or settle such intellectual property claim, however the United States Department of Justice reserves the right to take sole control over the defense and settlement of Third-Party Claims. In the event of any intellectual property claim, ADF Solutions may in its sole discretion either procure the rights to allow Customer's continued use of the Software or modify the Software so that it is not infringing on the claimed third party rights. Should the intellectual property claim result in Customer's inability to use the Software, then Customer may terminate this License Agreement and receive a pro-rata refund of any License Fees actually paid..

8. Ownership and Reservation of Rights. Customer acknowledges and agrees that the Software and ADF Solution's intellectual property (i.e., without limitation, ADF Solution's source code, patents, copyrighted material, trademarks, service marks, trade secrets and proprietary and confidential information), as protected under U.S. intellectual property laws (including patent, trademark and copyright laws), other applicable intellectual property laws, and international treaty provisions, are the sole property of ADF Solutions, subject to Customer's (including End Users') use pursuant to this License Agreement, and that ADF Solutions retains those rights in its intellectual property, including any enhancements thereto or derivative works thereof. It is expressly understood and agreed that title to, or ownership of, any part of the Software or any related items provided hereunder, including any enhancements thereto or derivative works thereof, shall not ever be transferred to Customer (including End Users). Customer agrees not to use ADF Solution's service marks and trademarks (collectively, the "Marks") relating to the Software and Services without ADF Solution's prior written permission. ADF Solutions reserves all rights related to the Marks not expressly granted in this License Agreement. ADF Solution's grant of any license to use any of the Software in this License Agreement is subject to the rights retained by ADF Solutions, which are exercisable in ADF Solution's sole discretion without notice. ADF Solutions irrevocably reserves the right (a) to improve, update and modify the Software; (b) to distribute and license the Software, alone or bundled with other products and grant the right to copy, distribute and sublicense the Software directly or indirectly to others wherever located. Customer and each End User shall maintain the confidentiality of all information contained or embodied in the Software (including methods or concepts utilized therein) and all other information conveyed to Customer or any End User by ADF Solutions (hereinafter collectively referred to as "Confidential Information") other than any such information that is or shall subsequently become generally known without any breach of this provision. Customer and each End User agree to secure and protect the Software consistent with the maintenance of ADF Solution's rights in the Software, as set forth in this License Agreement. Except as expressly permitted herein, Customer and each End User agree not to disclose or otherwise make available any part of the Confidential Information to any third party on any basis. This section shall survive any termination of this License. Customer and each End User may disclose ADF Solution's Confidential Information to the extent such disclosure is required by order or requirement of a court, administrative agency, or other governmental body, but only if Customer and/or an End User provides prompt notice thereof to ADF Solution to enable ADF Solution to seek a protective order or otherwise prevent or restrict such disclosure, provided such notice is permitted by law.

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9. Limitations on Use. Customer and End Users may not access, distribute or use the Software except as expressly permitted under this License Agreement or the terms of the Purchase Order, including the requirements provided by applicable U.S. intellectual property laws. Except as permitted by this License Agreement, any distribution of any portion of the Software is expressly prohibited. Furthermore, Customer and End Users shall not, nor shall they permit others to do any of the following: (a) sell, distribute, transmit, or otherwise provide access or use to any entity (including, without limitation, any other agency, department, unit or other governmental body other than the Customer) or person (collectively, "Person") not authorized by this License; (b) store any Software in any information storage and retrieval system which provides access to Persons not authorized by this License or provides concurrent usage by more than one End User; (c) rent, sublicense, lease, or assign any License to the Software to any third-Person; (d) copy, reproduce, create derivative works from, de-compile, disassemble, or otherwise reverse-engineer the Software, or in any other way alter, translate, modify, or adapt the Software; (e) defeat, modify, copy, work around or duplicate any security device protecting the Software; or (f) make use of the Internet or an Intranet to provide access to the Software through

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10. Liability Disclaimer. OTHER THAN THE LIMITED WARRANTY DESCRIBED ABOVE, ADF SOLUTIONS MAKES NO REPRESENTATIONS ABOUT THE SOFTWARE OR SERVICES AND IS PROVIDING THE SOFTWARE AND SERVICES TO CUSTOMER AND ITS END USER "AS IS" AND WITHOUT WARRANTY OF ANY KIND. ADF SOLUTIONS EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AS WELL AS ANY WARRANTIES ALLEGED TO HAVE ARISEN FROM CUSTOM, USAGE, OR A COURSE OF DEALINGS BETWEEN ADF SOLUTIONS AND CUSTOMER. ADF SOLUTIONS MAKES NO WARRANTY OR REPRESENTATION THAT THE SOFTWARE WILL MEET THE CUSTOMER'S OR ANY END USER'S REQUIREMENTS, OR BE UNINTERRUPTED OR ERROR FREE. USE OF THE SOFTWARE IS AT

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11. Miscellaneous Provisions.

(a) Governing Law and Enforceability. This agreement is subject to the Contracts Disputes Act of 1978 (41. U.S.C §§ 7101-7109) and Federal Tort Claims Act (28 U.S.C. §1346(b)). The validity, interpretation and enforcement of agreement will be governed by and construed in accordance with the federal laws of the United States.

(b) Notices. All notices, requests and other communications between the parties in connection with this License Agreement shall be in writing. All such notices to ADF Solutions shall be addressed to 7910 Woodmont Avenue, Suite 1103, Bethesda, with all notices to Customer addressed to the person and location provided in the Purchase Order. Either ADF Solutions or Customer may change its notice address by written notice to the other, served as provided above, provided, however, that any notice of change of address shall be effective only upon receipt.

(c) Marketing. Only with Customer's prior written consent will ADF Solution: (i) use Customer's name and/or logo for the limited purpose of identifying Customer as an ADF Solutions customer on locations such as ADF Solution's Web site, as a general list of customers and referenced in ADF Solution's corporate and promotional literature or (ii) issue a press release identifying Customer as a customer of ADF Solutions and describing Customer's intended use of ADF Solutions and the benefits that Customer expects to derive from the use of ADF Solution's Software. Further, the content of any press release identifying Customer will be subject to Customer's prior approval and shall in all respect comply with GSAR 552.203-71.

(d) Government Regulations. Neither Customer nor any of its End Users will export, re-export, transfer, or make available, whether directly or indirectly, any regulated item or information to anyone outside the U.S. in connection with this License Agreement without first complying with all export control laws and regulations which may be imposed by the U.S. Government and any country or organization of nations within whose jurisdiction Customer operates or does business.

(e) Survivability. The terms of the following Sections of this License Agreement shall survive any cancellation, termination, or rescission: Limited Warranty, Intellectual Property Indemnity, Ownership and Reservation of Rights, Limitations on Use, and Liability Disclaimer.

(f) Severability and Waiver. In the event any provision of this License Agreement or the Purchase Order is held to be unenforceable, the remaining provisions of this License Agreement and the Purchase Order will remain in full force and effect, and the unenforceable provisions will be construed in accordance with applicable law as nearly as possible to reflect the original intention of the ADF Solutions and the Customer. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT EACH AND EVERY PROVISION OF THIS LICENSE AGREEMENT WHICH PROVIDES FOR A LIMITATION OF LIABILITY OR LIMITED WARRANTY IS INTENDED BY THE PARTIES TO BE SEVERABLE AND INDEPENDENT OF ANY OTHER PROVISION AND TO BE ENFORCED AS SUCH. The waiver of any breach or default of this License Agreement or the Purchase Order will not constitute a waiver of any subsequent breach or default and will not act to amend or negate the rights of the waiving party. Any assignment must be approved by the Government Contracting Officer in accordance with the novation process set forth at FAR 42.12. .

(g) Entire License Agreement and Amendments. The License Agreement, including the associated Purchase Order and the MAS, constitutes the entire agreement between ADF Solutions and the Customer with respect to the Software and Services and supersedes all other (prior or contemporaneous) communications and proposals, whether electronic, oral, or non-electronic with respect to the Software. Customer agrees that any terms or conditions contained in any document, including but not limited to any purchase order other than the Purchase Order, acknowledgement, email, or other document that Customer may now or later provide to ADF Solutions, will have no effect and that this License Agreement is the only contract and/or license between the parties regarding the Software and Services and may only be amended as set forth herein. This License Agreement and the associated Purchase Order shall not be changed, modified or amended except in writing signed by a duly authorized representative of the parties giving reference to the License Agreement and Purchase Order.