LICENSE AGREEMENT

This License Agreement (this **"Agreement")** is entered into as of the date set forth in the Purchase Order, Statement of Work, or similar document (the "**Effective Date")** by and between Blue Fusion Technologies, LLC, a Florida limited liability company **("Licensor"),** and the Ordering Activity under GSA Schedule contracts identified in the Order **("Licensee").**

RECITALS

WHEREAS, Licensor has proprietary rights to the Licensed Software (as defined below);

WHEREAS, Licensor wishes to grant to Licensee and Licensee desires to obtain certain non-exclusive license rights with respect to the Licensed Software in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree to the following terms and conditions which set forth the rights. duties and obligations of the parties:

AGREEMENT

1. DEFINITIONS

For purposes of this Agreement, the following terms will have the following meanings:

1.1 **"Bug Fix"** means any update, upgrade, patch, new version or other modification to a software program that corrects an error or improves performance of such software program, but which does not add substantial new functionality.

1.2 **"Confidential Information"** means any information and/or materials disclosed by one party to the other in written, oral, graphic, electronic or other form, including, without limitation, computer program, code, algorithms, names and expertise of employees and consultants, know-how, formulas, processes, ideas, inventions (whether patentable or not), schematics and other technical, business, financial, and product development plans, forecasts, strategies, and other non-public information.

1.3 **"Deliverable(s)"** means the deliverables to be provided by Licensor hereunder, as set forth in Exhibit A-1 (Statement of Work). The Deliverables are included in the price of the License Fee, unless expressly provided otherwise in the Statement of Work.

1.4 **"Error"** means a failure of the Licensed Software to conform in all material respects to the Specifications; provided, however, any nonconformity resulting from Licensee's or any End User's (defined in Section 2.2 below) improper use of the Licensed Software, combining or merging the Licensed Software with software or hardware not approved by Licensor for use with the Licensed Software as set forth herein, or modification of the Licensed Software which has not been performed by Licensor, shall not be considered

an Error.

1.5 **"Licensed Software"** means the object code form of Licensor's proprietary software product(s) described in Exhibit A, together with all available documentation (including manuals, descriptions, instructions, diagrams, flow-charts, software architecture descriptions, training materials, and other explanatory and informational materials concerning the Licensed Software) and Bug Fixes that Licensor provides to Licensee as required hereunder.

1.6 **"License Year"** means each one-year period from the Effective Date to the applicable anniversary of the Effective Date.

1.7 **"Specifications"** mean the specifications for the Licensed Software. as set forth in Exhibit A.

2. LICENSE

2.1 License Grant. Licensor hereby grants to Licensee and Licensee hereby accepts, a non-exclusive license to use and exploit the Licensed Software for its operations purposed, but not for further distribution or sublicensing to any other individual or entity. Licensee may not sublicense or otherwise distribute the Licensed Software.

2.3 Restrictions on Use. Licensee must use the Licensed Software only in a manner and for the purposes for which the Licensed Software was designed and as provided by the license set forth in Section 2.1. All uses not expressly permitted under this Agreement are prohibited. By way of example and without limitation, neither Licensee nor any of its contractors or representatives may: (a) disassemble, decompile, reverse engineer, or modify the Licensed Software; (b) examine the Licensed Software with debugging, memory inspection, or disk inspection tools; or (c) rent or sublicense the Licensed Software to any person or entity except as expressly permitted hereby.

3. SUPPORT

During each License Year, Licensor will provide to Licensee the support services identified in Exhibit A.

4. PAYMENT

4.1 **License Fees.** In consideration of the rights and licenses granted by Licensor to Licensee under this Agreement, Licensee agrees to pay Licensor or its authorized reseller as applicable the License Fees as set forth in Exhibit B. License Fee payments shall be made annually within thirty (30) days after the beginning of each License Year following receipt of a proper invoice. If Licensee fails to cure any late payment to Licensor within ten (10) days following Licensor's notice to Licensee of such late payment, then the amount due shall bear interest at the 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.

4.2 **Taxes.** All prices are in U.S. Dollars. Licensor shall state separately on invoices

taxes excluded from the fees, and the Licensee 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).

5. DELIVERY

5.1 Delivery. Licensor will deliver the Deliverables to Licensee as set forth in Exhibit A.

5.2 Bug Fixes. During any License Year, Licensor will promptly correct all Errors in the Licensed Software. If Licensor develops any Bug Fix for the Licensed Software during any License Year and makes such Bug Fix generally available, Licensor will promptly deliver to Licensee a version of such Bug Fix that will comply with the Specifications.

6. PROPRIETARY RIGHTS; CONFIDENTIAL INFORMATION

6.1 Reservation of Rights. Except as expressly provided for in this Agreement, Licensor retains all right, title and interest, including. without limitation, all patent rights, copyrights, trademarks, trade secrets and all other intellectual property rights, in the Licensed Software.

6.2 Use of Name; Trademarks. Except as set forth on Exhibit A, neither party may use the other party's name or trademarks in its products, marketing communications, collateral materials, or website(s) without the other party's written consent.

6.3 Confidential Information. Each party agrees to maintain all Confidential Information of the other party in confidence to the same extent that it protects its own similar Confidential Information and to use such Confidential Information of the other party only in furtherance of this Agreement and the activities described herein. Each party agrees to take all reasonable precautions to prevent any unauthorized disclosure or use of Confidential Information of the other party, including, without limitation, by disclosing such Confidential Information only to its employees or agents (a) with a need to know such information, (b) who are parties to appropriate agreements or confidentiality obligations sufficient to comply with this Section, and (c) who are informed of the nondisclosure/non-use obligations imposed by this Section (and the receiving party will take appropriate steps to implement and enforce such non-disclosure/non-use obligations). The restrictions on disclosure and use in this Section will survive the termination or expiration of this Agreement.

6.4 Exclusions. The foregoing restrictions on disclosure and use will not apply with respect to any Confidential Information which: (a) was or becomes publicly known through no fault of the receiving party; (b) was rightfully known or becomes rightfully known to the receiving party without confidential or proprietary restriction from a source other than the disclosing party: (c) is documented by the receiving party as having been independently developed by the receiving party without the participation of individuals who have had access to the Confidential Information; (d) is approved by the disclosing party for disclosure without restriction in a written document signed by a duly authorized officer of such disclosing party; or (e) the receiving party is legally compelled to disclose, provided, however, prior to any such compelled disclosure, the receiving party will (i) assert the privileged and confidential nature

of the Confidential Information against the third party seeking disclosure and (ii) reasonably cooperate with the disclosing party in protecting against any such disclosure and/or obtaining a protective order narrowing the scope of such disclosure and/or use of the Confidential Information. In the event that such protection against disclosure is not obtained, the receiving party will be entitled to disclose the Confidential Information, but only as and to the extent necessary to legally comply with such compelled disclosure. Each party agrees that the terms and conditions of this Agreement will be treated as Confidential Information of the other party, provided that each party may disclose the terms and conditions of this Agreement: (a) as required by applicable securities laws, including, without limitation, requirements to file a copy of this Agreement (redacted to the extent reasonably permitted by applicable law) or to disclose information regarding the provisions hereof or performance hereunder; (b) in confidence to legal counsel; (c) in confidence to accountants, banks and financing sources and their advisors; and (d) to the extent necessary in connection with the enforcement of this Agreement or any rights hereunder. Licensor 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.

7. WARRANTIES

7.1 Warranties by the Parties. Licensee represents and warrants that Licensee has full power to enter into this Agreement and to perform its obligations hereunder without the need for any consents or approvals not yet obtained. Licensor represents and warrants that Licensor has full power to enter into this Agreement and to perform its obligations hereunder without the need for any consents or approvals not yet obtained.

7.2 Warranties by Licensor. LICENSOR WARRANTS THAT THE LICENSED SOFTWARE, IN UNMODIFIED FORM AND WHEN USED AS AUTHORIZED BY THIS AGREEMENT, WILL CONFORM IN ALL MATERIAL RESPECTS TO THE SPECIFICATIONS. LICENSOR MAKES NO OTHER WARRANTIES OR REPRESENTATIONS RELATING TO THE LICENSED SOFTWARE OR ITS PERFORMANCE OR WITH RESPECT TO THE DOCUMENTATION. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, ARE EXPRESSLY DISCLAIMED AND EXCLUDED.

The Warranty Period for the Licensed Software runs from the date that the Licensed Software is installed by Licensee and expires ninety (90) days thereafter.

8. INDEMNIFICATION

Licensor will indemnify. Have the right to intervene to defend and hold harmless Licensee (including its affiliates, directors, officers, employees, and contractors) against all liability, damages, losses, penalties, interest, expenses, costs, judgments, settlements, fines and fees (including attorney's fees) arising out of or resulting from (a) Licensor's breach of the representations and warranties set forth in this Agreement and (b) any claim, allegation, action, demand, suit or proceeding made or brought against Licensee by a third party alleging that the

use of the Licensed Software as contemplated by this Agreement infringes, misappropriates or violates any intellectual property right of a third party. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute 28 U.S.C. §516.

9. LIMITATION OF LIABILITY

EXCEPT FOR CLAIMS MADE PURSUANT TO SECTIONS 6 and 8, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF USE OF DATA, INTERRUPTION OF BUSINESS, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

EXCEPT FOR CLAIMS MADE PURSUANT TO SECTIONS 6 AND PAYMENT OBLIGATIONS OF LICENSEE TO LICENSOR, EACH PARTY'S ENTIRE LIABILITY TO THE OTHER PARTY CONCERNING PERFORMANCE OR NONPERFORMANCE BY SUCH PARTY OR IN ANY WAY RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT AND REGARDLESS OF THE FORM OF ANY CLAIM OR ACTION, WILL NOT EXCEED THE AGGREGATE LICENSE FEES PAYED BY LICENSEE TO LICENSOR DURING THE TWELVE (12) MONTHS PRECEDING THE CLAIM (OR FOR A CLAIM ARISING BEFORE TWELVE (12) MONTHS AFTER THE EFFECTIVE DATE, THE AGGREGATE FEES PAID BY LICENSEE TO LICENSOR DURING THE FIRST TWELVE (12) MONTHS OF THE TERM OF THIS AGREEMENT). 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.

10. TERM; TERMINATION

10.1 Term. This Agreement will commence on the Effective Date and, unless sooner terminated in accordance with the provisions of this Section 10, will continue thereafter in full force and effect for an initial term of one year. On the first anniversary of the Effective Date and each subsequent anniversary of the Effective Date (a "Renewal Date"), the term may be extended for another one (1) year period by executing a written order.

10.2 Termination for Breach. When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Licensor 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.

10.3 Effect of Termination.

(a) If this Agreement is terminated, the licenses granted to Licensee under this Agreement shall terminate and the rights to access and use the Licensed Software shall also

terminate.

(b) Termination of this Agreement by either party will not act as a waiver of any breach of this Agreement and will not act as a release of either party from any liability for breach of such party's obligations under this Agreement. Except where otherwise specified, the rights and remedies granted to a party under this Agreement are cumulative and in addition to and not in lieu of any other rights or remedies which the party may possess at law or in equity, including, without limitation, rights or remedies under applicable patent, copyright, trade secret or proprietary rights laws, rules or regulations. The respective rights and obligations of Licensor and Licensee under the provisions of Section 6, Sections 8 through 11, and any payment obligations will survive any expiration or termination of this Agreement.

11. GENERAL PROVISIONS

11.1 Notices. Any notice, request, demand or other communication required or permitted hereunder will be in writing and will be deemed to be properly given upon the earlier of (a) actual receipt by the addressee; (b) on the business day following delivery by email; or (c) two (2) business days after being sent via private industry courier to the respective parties at the addresses first set forth below or to such other person or address as the parties may from time to time designate in a writing delivered pursuant to this Section.

11.2 Assignment. Neither party may assign, delegate, or otherwise transfer this Agreement without the prior written consent of the other party (such consent not to be unreasonably withheld). Any purported assignment, sale, transfer, delegation or other disposition, except as permitted herein, will be null and void. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and permitted assigns.

11.3 Governing Law. This Agreement is to be construed in accordance with and governed by the Federal laws of the United States.

11.4 Waiver. The waiver by either party of a breach of or a default under any provision of this Agreement must be in writing and will not be construed as a waiver of any subsequent breach of or default under the same or any other provision of this Agreement, nor will any delay or omission on the part of either party to exercise or avail itself of any right or remedy that it has or may have hereunder operate as a waiver of any right or remedy.

11.5 Titles and Subtitles. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

11.6 Further Assurances. Each party agrees to cooperate fully with the other party and to execute such further instruments, documents and agreements and to give such further written assurance as may be reasonably requested by the other party to evidence and reflect the transactions described in this Agreement and to carry into effect the intents and purposes of this Agreement.

11.7 Amendments. Any term of this Agreement may only be amended (either generally or in a particular instance and either retroactively or prospectively) by a writing signed by the parties.

11.8 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same

instrument. This Agreement may be executed by exchange of .pdf signatures or other electronic signatures.

11.9 Entire Agreement. This Agreement, together with any other documents incorporated herein by reference and related schedules and/or exhibits, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

[Signatures on Following Page(s)]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

LISCENSEE:	**LICENSOR:**
[*]	Blue Fusion Technologies, LLC
By: _____	By: _____
Name:	Name:
Title:	Title:
Address:	Address:
Email:	Email:

EXHIBIT A

LICENSED SOFTWARE

Licensed Software:

- Software Functions to include:
    - Generates federated searches across multiple disparate data sets
        - Utilizes a no-code graphical query builder that accesses APIs or builds SQL queries across disparate data sets.
        - Leaves data at rest (i.e. does not build data lakes or utilize ETL technology)
        - Returns data for use with Blue Fusion Analytics or other applications
    - Blue Fusion Analytics include
        - Link-Analysis
        - Temporal Analysis
        - Geo-Spatial Analysis
        - Social Network Analysis
        - Histograms and Tabular reports
        - Export to multiple formats
- Software support services – included but not limited to issue management, regular software bug fixes and feature updates, version management, troubleshooting, and regular reporting.

Trademark Use Obligations and Rights Granted to Licensee:

Licensee shall ensure that references to the Licensed Software identify it as "Blue Fusion Software," with any other trademarks reasonably requested by Licensor identifying its products and which trademarks are owned or licensed by Licensor.

EXHIBIT A-1

Statement of Work

EXHIBIT B

License Fees	The License Fees will be a combination of two components: • The license fee shall include [*] named users at $[*] per user with an annual payment of [$*]. Contact Licensor to add addition users to this Agreement. • The license fee shall include [*] database connections at $[*] per connector with an annual payment of [S*]. Contact Licensor to add additional connectors to this Agreement