



**Master Subscription Agreement**

**This Master Subscription Agreement (“Agreement”)** is made as of the \_\_\_\_\_ day of \_\_\_\_\_ 201\_\_ (the “Effective Date”) by and between Digital Sandbox, Inc., a Delaware corporation (“Digital Sandbox”) with offices located at 8251 Greensboro Drive, Suite 1111, McLean, Virginia 22102 and the “Customer” (as identified below).

WHEREAS, Digital Sandbox develops and licenses certain technology (the “Licensed Software”) for use and access by a Customer from Digital Sandbox’s managed data center environment and made accessible to Customer’s Registered Users via a secured Portal;

WHEREAS, Digital Sandbox offers value added consulting services to provide customized analysis and reporting capabilities (such consulting services referred hereto as the “Analysis Services,” and any such resulting reports are referred to herein as the “Customized Reports”);

WHEREAS, as more particularly described on an Order Form, Customer desires to subscribe to the Hosted Services from Digital Sandbox and/or procure any Analysis Services and/or the Customized Reports (collectively, the “Services”).

This Agreement consists of this cover page (the “Cover Page”) and the attached Terms and Conditions and all exhibits and schedules attached hereto, the underlying GSA Schedule Contract, the Schedule Price List and any Order Form executed during the Term, which are incorporated herein by reference.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered as of the date first above written, and represent that the persons whose signatures appear below are duly authorized to execute this Agreement.

**Executed as a binding Agreement by Digital Sandbox:**

<b>By (Authorized Signature):</b>	
<b>Date:</b>	
<b>Print Name:</b>	
<b>Title:</b>	

**Executed as a binding Agreement by Customer:**

<b>Customer Name:</b>	
<b>By (Authorized Signature):</b>	
<b>Date:</b>	
<b>Print Name:</b>	
<b>Title:</b>	
<b>Street Address:</b>	
<b>City, State, Zip:</b>	
<b>Postal Code, Country:</b>	
<b>Phone:</b>	

**Master Subscription Agreement**  
**Terms & Conditions**

**1 Scope of Agreement Definitions.**

This Agreement covers the (i) license and permitted use of the Licensed Software provided via the Hosted Services, and (ii) purchase of Analysis Services and the associated Customized Reports pursuant to the terms and conditions contained in a separately executed order form. Unless otherwise defined in this Section 1, the capitalized terms used in this Agreement shall be defined in the context in which they are used. The following terms shall have the following meanings:

1.1 “Analysis Services” shall mean the professional consulting services provided by Digital Sandbox upon request of Customer to further manipulate, interpret and organize the output from the Hosted Services and similar tools of Digital Sandbox, to the extent mutually agreed upon in writing by the parties and in a form substantially similar to the order form attached hereto as Exhibit A (each an “Order Form”).

1.2 “Customer Data” shall mean any information concerning the Customer’s assets, infrastructure, systems, software, hardware, including capabilities and limitations thereof that Customer inputs, either directly or through any agent or subcontractor, into the Licensed Software via the Hosted Services.

1.3 “Documentation” shall mean the Licensed Software user and administration manual(s), software-enabled help files, advice available from Digital Sandbox online and technical documentation of the Analysis Services.

1.4 “Hosted Services” means the collection of managed services including system administration, hardware management, software system management, network operations, public Internet bandwidth, email outbound services, backup and restoration activities, program management and crisis management, as more particularly described on Exhibit B.

1.5 “Licensed Software” means the object code of the Digital Sandbox products. The Licensed Software also includes any upgrades, modifications, new versions, maintenance releases and patches of and for the Licensed Software.

1.6 “Order Form” means the form by which the Customer can order the Hosted Services, the Analysis Services and/or any Customized Reports under this Agreement, a form of which is attached hereto as Exhibit A.

1.7 “Pre-Existing Materials” shall mean any and all materials, information, inventions, methods, procedures, technology and know-how owned or developed by Digital Sandbox prior to the Effective Date.

1.8 “Portal” means the customized web interface through which the Customer and/or a Registered User can access and use the Licensed Software.

1.9 “Registered Users” are employees of the Customer registered by the Administrator(s) to access the Hosted Services.

1.10 “Services” means the Analysis Services, the Support Services and/or the Hosted Services.

## **2 Hosted Services.**

2.1 As specified on an Order Form, the parties may agree during the Term that Digital Sandbox shall host the Licensed Software for the benefit of Customer and/or its Registered Users within Digital Sandbox's managed data center environment, and in such an event, the terms and conditions of Exhibit B shall apply to any such Hosted Services provided by Digital Sandbox. Customer shall provide all reasonable assistance to Digital Sandbox in provisioning the Hosted Services, including without limitation, providing all information required for setup of the Portal and any branding materials. Customer will identify through the Digital Sandbox registration process the person identified as the Customer's authorized administrator (the "Administrator"). Digital Sandbox will create any necessary login pages and passwords for Customer's Administrator, but Customer will be responsible for the registration of its Registered Users. During the term hereof, Customer shall be permitted to enroll as many Registered Users as identified on the Order Form and/or establish as many concurrent connections as identified on the Order Form.

2.2 Additional Users. Access to the Hosted Services are for designated Registered Users and cannot be shared or used by more than one Registered User but may be reassigned to new Registered Users replacing former Registered Users who no longer require ongoing use of the Hosted Services. If Customer purchases a limited number of Registered User subscriptions and unless otherwise specified in the relevant Order Form, (i) additional Registered User subscriptions must be added in minimum increments of 10; (ii) the term of the additional Registered User subscriptions shall be coterminous with the expiration of the subscription term in effect at the time the additional Registered Users are added; and (iii) pricing for the additional Registered User subscriptions shall be the same as that for the pre-existing subscriptions, prorated for the remainder of the subscription term in effect at the time the additional Users are added.

## **3 License Grant.**

3.1 Subject to the terms and conditions of this Master Subscription Agreement and in consideration for the payment of the applicable fees described in the Order Form, Digital Sandbox hereby grants to Customer (and each of its Administrators and Registered Users) a limited, non-exclusive, non transferable license (the "License") to access and use the Licensed Software via the Hosted Services, as applicable (as well as any Documentation). Customer will provide access to the Licensed Software only to its authorized Registered Users during the Term and only up to the number of Registered Users ordered and paid for by Customer under an Order Form.

3.2 This Agreement and the license grant does not extend to any parent, subsidiary, affiliate companies, or affiliate governmental entities, agencies or the like of Customer unless otherwise agreed in writing.

3.3 Customer and Registered Users may not access, distribute or use the Licensed Software or the Hosted Services except as expressly permitted under this Agreement, or the terms of the Order Form, including the requirements provided by applicable U.S. intellectual property laws and U.S. copyright laws. Except as permitted by this Agreement, any distribution, directly or indirectly, of any portion of the Licensed Software is expressly prohibited. Furthermore, Customer and Registered Users shall not, nor shall they permit others to do any of the following:

- 3.3.1 Sell, distribute, transmit, or otherwise provide access or use to any person not authorized by this Agreement;
- 3.3.2 Store any Licensed Software in any information storage and retrieval system which provides access to persons not authorized by this Agreement or provides concurrent usage by more end users than those authorized by this Agreement;

- 3.3.3 Rent, sublicense, lease, or assign any right to use Licensed Software to any person other than Customer itself or its authorized Registered Users;
- 3.3.4 Copy, reproduce, create derivative works from, de-compile, disassemble, or otherwise reverse-engineer the Licensed Software, or in any other way alter, translate, modify, or adapt the Licensed Software; or
- 3.3.5 Make use of the Internet or an Intranet to provide access to the Licensed Software through any local or wide area networks, timesharing services, multiple site arrangements or other forums which permit multiple simultaneous access or distribution other than provided by this Agreement.

Any access to or use of the Licensed Software (or any part thereof) by persons or other users who are not authorized by Customer and this Agreement is specifically prohibited. Upon termination of this Agreement Customer agrees to immediately return the Licensed Software and Documentation, including erasure of all electronic forms found on any computer or hardware device owned by or in the Customer's possession.

3.4 Subject to the license granted by the preceding paragraph and Section 2, Digital Sandbox reserves all rights that are not expressly granted in this Agreement with respect to the Licensed Software, the Customized Reports and the Pre-Existing Materials and all intellectual property rights associated with the Licensed Software, the Customized Reports and the Pre-Existing Materials. Customer acknowledges that the foregoing licenses are strictly non-exclusive and that Digital Sandbox may use the Licensed Software, the Customized Reports and its Pre-Existing Materials for any purpose in Digital Sandbox's discretion. Digital Sandbox and its suppliers are the sole owners of the Licensed Software, the Customized Reports and the Pre-Existing Materials, including any new features or functions developed during the Term. Customer does not acquire any rights, express or implied, other than those expressly granted in this Agreement. Digital Sandbox reserves all rights not expressly granted.

#### **4 Customer's Responsibilities.**

Customer is responsible for all activities that occur in Registered User accounts and for Registered Users' compliance with this Agreement. Customer shall: (i) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data; (ii) use commercially reasonable efforts to prevent unauthorized access to, or use of, the Service, and notify Digital Sandbox promptly of any such unauthorized access or use; and (iii) comply with all applicable local, state, federal and foreign laws in using the Service. Customer is responsible for all use of the Licensed Software and for compliance with this Agreement and any applicable third party software license agreement. Additionally, in connection with the Services performed by Digital Sandbox under this Agreement, the Customer will:

4.1 Provide Digital Sandbox with access to Customer's designated on-site supervisor and technical resources for the Services for the duration of this Agreement.

4.2 Provide a description of the target computing environment inventory and provide access to all operating systems and network and computing environments necessary to complete the Services. Such access shall include user accounts, system administrators and other areas as deemed necessary by Digital Sandbox.

4.3 Provide access to any computer(s) requiring troubleshooting as selected or deemed necessary by Digital Sandbox.

4.4 Provide, if applicable, licensed copies of all third party software and hardware products to be installed, implemented or used by Digital Sandbox hereunder on Customer's behalf. Payment for, license, and operation of all such products are the sole responsibility of Customer.

## **5 Analysis Services; Customized Reports; Proprietary Rights.**

5.1 Analysis Services. From time to time, the parties may agree in an Order Form that Digital Sandbox perform certain Analysis Services and deliver certain Customized Reports. Customer shall supply to Digital Sandbox such other information and data as Digital Sandbox shall reasonably require to carry out the Analysis Services and deliver the Customized Reports, if any.

5.2 Ownership of Customized Reports. The parties agree and understand that the form, arrangement, presentation and methods used to analyze the Customer Data within the Customized Reports has been developed and refined by Digital Sandbox prior to the Effective Date and such form of Customized Reports and the methodologies underlying the Customized Reports are the valuable intellectual property of Digital Sandbox. Accordingly, all Customized Reports delivered to Customer under this Agreement shall remain the intellectual property of Digital Sandbox, and, subject to the terms and conditions of this Agreement and upon payment of the fees set forth in the Order Form, Customer is hereby granted a limited, non-exclusive, non-transferable, non-sublicenseable right to use and view the Customized Reports identified in the applicable Order Form and shall not be charged in addition to the fees on the Order Form. Under no circumstances may Customer share any Customized Reports with any third party without the express prior written consent of Digital Sandbox. All rights in the Customized Reports (and related intellectual property rights) remain in and/or, if necessary, are hereby assigned to Digital Sandbox; provided however, that Customer shall retain ownership of any information or property provided by Customer, including the Customer Data, that may be incorporated into the Customized Reports and Digital Sandbox shall have no ownership rights in such information or property.

5.3 Nothing in this Agreement shall preclude Digital Sandbox from developing for itself, or for others, materials which are competitive with those produced as a result of the Analysis Services or a Customized Report provided hereunder, irrespective of their similarity to materials which may be delivered to Customer pursuant to this Agreement or any Order Form. In addition, nothing in this Agreement shall preclude Digital Sandbox from using any general consulting, data processing, software, principles, concepts, ideas, skills, tools, methodologies or other knowledge that Digital Sandbox may acquire during the course of providing the Analysis Services hereunder or in preparing a Customized Report, provided that Digital Sandbox shall not disclose any Customer Data or any of the Customer's proprietary, confidential and trade secret information.

5.4 All copyrights, patents, trade secrets, or other intellectual property rights associated with ideas, concepts, techniques, inventions, processes or works of authorship developed or created by Digital Sandbox or its personnel prior to commencement of Analysis Services and during the term of an Order Form hereunder shall remain the exclusive property of Digital Sandbox. Digital Sandbox shall at all times retain ownership of its Pre-Existing Materials and proprietary methodologies used in the delivery of the Analysis Services including, but not limited to: descriptions of its methodologies, strategies and practices; skills; concepts; designs; processes; and project tools. Customer acknowledges that the foregoing items along with the Customized Reports shall be considered confidential information of Digital Sandbox and shall be so marked.

## **6 Order Form.**

During the Term, Customer may request Digital Sandbox to perform the Hosting Services and/or the Analysis Services, and Digital Sandbox agrees to license such Licensed Software and perform such Services under the terms of this Agreement pursuant to one or more standard Order Forms. The Order Form shall

contain the price, description and type of Hosted Services, the number of Administrators, the Analysis Services to be provided to Customer, if any, the number of hosted Portal(s), and/or number of authorized Registered Users that are permitted to access and use the Licensed Software and Services and signed by both parties to this Agreement. This Agreement may accommodate multiple Order Forms and each Order Form shall be incorporated into and become a part of this Agreement upon acceptance by Digital Sandbox and Customer.

## **7 Terms of Payment.**

7.1 Customer agrees to pay the fees set forth on Order Form(s) under this Agreement for the Hosted Services or other Services ordered on each Order Form. Digital Sandbox will issue an invoice for all fees due under this Agreement on a monthly basis in arrears, or where indicated annually in advance, unless otherwise specified in an Order Form. Customer agrees to pay undisputed invoices within 30 days after receipt of Digital Sandbox's invoice, unless otherwise specified in an Order Form in accordance with Federal Acquisition Regulation (FAR) 52.212-4.

7.2 .

## **8 Confidentiality.**

8.1 As used herein "Confidential Information" means the terms and conditions of this Agreement, any non-public information, technical data or know-how of a party, which is furnished by one party to the other party in written or tangible form in connection with this Agreement and marked as "Confidential" including the Customer Data or if given orally, is summarized in a writing provided to the other party within 30 days, or is otherwise obtained by a party. Notwithstanding the foregoing, each party may disclose this Agreement and its terms, in confidence, to its officers, directors, accountants, attorneys, advisors, and actual and potential investors, acquirers and/or financing sources on a need-to-know basis subject to execution by any of the foregoing of a confidentiality agreement with terms substantially similar to those contained in this Section 8. Notwithstanding the foregoing, the Licensed Software, the Pre-Existing Materials and the Customized Reports shall be the Confidential Information of Digital Sandbox. Notwithstanding the foregoing, when the licensee is an instrumentality of the U.S. Government, neither this Agreement nor the Schedule Price List shall be deemed "confidential information" notwithstanding marking to that effect.

8.2 Neither party will use the other's Confidential Information except as authorized herein and each party will maintain in confidence the other party's Confidential Information. Each party will implement measures to protect Confidential Information that are no less restrictive than those used to protect its own confidential materials and in any case are reasonable measures. Each party retains the sole and exclusive ownership of all information and materials provided by it to the other party hereunder. For the avoidance of doubt, Customer is the sole and exclusive owner of all Customer Data and Registered User data (including, personally identifiable user data) ("User Data") collected by Digital Sandbox in the course of performing the Hosted Services hereunder in connection with the Portals and such Customer Data and User Data shall be deemed Confidential Information of Customer. Digital Sandbox will not be liable for the deletion, correction, destruction, damage, loss, or failure to store any Customer Data and Registered User Data. Upon termination of this Agreement, all copies of any Confidential Information in a party's possession shall be returned to the disclosing party.

8.3 Notwithstanding the foregoing, "Confidential Information" does not include information which is: (i) already, at the time of disclosure by the other party, lawfully in the possession of the receiving party; (ii) independently developed by the receiving party without access to the Confidential Information of the other party; (iii) publicly disclosed through no fault of the receiving party; (iv) rightfully received by the receiving party from a third party that is not under an obligation to keep such information confidential;

(v) approved for release by written agreement of the disclosing party; or (vi) disclosed to the public pursuant to the requirements of law, regulation or court order. For the avoidance of any doubt, Confidential Information does not include any knowledge concerning the operation or vulnerabilities of an asset, system, hardware or software that Digital Sandbox may acquire during the Term or of any present or potential threat to any of the foregoing that Digital Sandbox learns or acquires during the Term.

8.4 Notwithstanding the foregoing, Customer agrees that Digital Sandbox may use certain generic, non-specific Customer information that Digital Sandbox compiles as a result of any Services under this Agreement for the purpose of preparing and distributing statistical reports relative to security trends and data patterns so long as any such use in no way identifies the Customer or any Customer Data.

## **9 Warranty.**

9.1 Digital Sandbox will render all Services in a professional manner in accordance with generally accepted industry standards and the terms of Exhibit B. Digital Sandbox warrants that the Licensed Software will perform substantially in accordance with the Documentation during the term of the applicable Order Form. Digital Sandbox does not warrant that the operation of the software will be uninterrupted or error free. Digital Sandbox shall correct material Documentation errors by including such correction in its next release of such Documentation. To the best knowledge of Digital Sandbox, the Hosted Services do not contain viruses, trojan horses, worms, time bombs or cancel bots.

9.2 Digital Sandbox's warranty will be void if any failure has resulted from unauthorized modification, misuse, accident, abuse, or misapplication of the Licensed Software or the Hosted Services by any party other than Digital Sandbox.

9.3 DIGITAL SANDBOX DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT, WITH RESPECT TO THE LICENSED SOFTWARE, THE SERVICES, THE PRE-EXISTING WORKS, THE CUSTOMIZED REPORTS AND THE DOCUMENTATION. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE LICENSED SOFTWARE, THE SERVICES AND THE CUSTOMIZED REPORTS ARE PROVIDED "AS IS" AND ARE DESIGNED TO BE TOOLS TO ASSIST IT IN EVALUATING VULNERABILITIES, THREATS AND RISKS TO ITS ASSETS, INFRASTRUCTURE AND SYSTEMS. DIGITAL SANDBOX MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE ACCURACY, ADEQUACY, TIMELINESS OR COMPLETENESS OF ANY OF THE CUSTOMIZED REPORTS, THE SERVICES OR ANY DATA GENERATED BY THE LICENSED SOFTWARE, OR THAT LICENSED SOFTWARE, THE SERVICES OR THE CUSTOMIZED REPORTS WILL OPERATE ERROR FREE OR UNINTERRUPTED OR WILL ACCURATELY PREDICT OR IDENTIFY ALL VULNERABILITIES, THREATS OR THE RISK EXPOSURE OF CUSTOMER'S ASSETS, INFRASTRUCTURE OR SYSTEMS OR PROPERLY CHARACTERIZE THE SEVERITY OF SUCH VULNERABILITY, THREAT OR RISK. CUSTOMER IS SOLELY RESPONSIBLE AND LIABLE FOR VERIFYING THE SECURITY, ACCURACY AND ADEQUACY OF ANY OUTPUT FROM THE LICENSED SOFTWARE OR THE INFORMATION CONTAINED IN A CUSTOMIZED REPORT, AND FOR ANY RELIANCE THEREON. CUSTOMER AGREES TO BACKUP ALL DATA RESIDING ON DIGITAL SANDBOX'S SYSTEMS.

## **10 Indemnification.**

10.1 Digital Sandbox shall indemnify, defend and hold harmless Customer and Customer's employees, officers, consultants and agents from and against any third party claims, demand or actions, including reasonable outside legal fees and expenses, based upon or alleging that (i) Customer's authorized use of the Services provided by Digital Sandbox in accordance with the Documentation violates, infringes or misappropriates any United States patent, copyright, trademark or trade secret; and/or (ii) the gross negligence or willful misconduct of Digital Sandbox, but only to the extent of such gross negligence or willful misconduct. As a condition precedent to the foregoing indemnification obligations, Customer agrees to notify Digital Sandbox of any such claim promptly in writing, tender the

defense to Digital Sandbox and to allow Digital Sandbox to manage, control, and/or settle such proceedings to the extent permitted by 28 USC 516. Customer agrees to cooperate fully, at Digital Sandbox's sole cost and expense, with Digital Sandbox during such proceedings.

10.2 In the event of an infringement claim or should Digital Sandbox have reasonable concerns about infringement or potential infringement, at Digital Sandbox's option, it may replace, in whole or in part, the Licensed Software with a substantially compatible and functionally equivalent computer program(s), modify the Licensed Software to avoid the infringement without substantially compromising the functionality of the Licensed Software and/or obtain such license(s) as it deems appropriate so long as any such license provides Customer, at a minimum, with substantially the same functionality as provided herein. Customer agrees to promptly install any such replacement version and discontinue use of the superseded versions.

10.3 Digital Sandbox will have no obligation for any claim of infringement to the extent that it results from modifications to the Licensed Software or the Customized Reports made other than by Digital Sandbox or because of Customer's failure to use updated or modified Licensed Software or Customized Reports provided by Digital Sandbox to avoid a claim of infringement or misappropriation.

10.4 THE PROVISIONS OF THIS SECTION 10 SET FORTH DIGITAL SANDBOX'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.

## **11**

### **12 Limitations.**

12.1 SUBJECT TO SECTION 11.2, EXCLUDING LIABILITIES ARISING FROM EITHER PARTY'S INDEMNIFICATION OBLIGATION UNDER SECTION 10 AND ANY LIABILITIES ARISING FROM CUSTOMER'S BREACH OF SECTION 9 OF EXHIBIT B, SECTION 3 OR SECTION 4 (LICENSE GRANT AND LICENSED SOFTWARE RESTRICTIONS), IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY (INCLUDING, BUT NOT LIMITED TO, LIABILITY FOR NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, MISREPRESENTATION AND OTHER CONTRACT OR TORT CLAIMS) ARISING FROM OR RELATED TO THIS AGREEMENT, THE SERVICES OR THE USE OF THE LICENSED SOFTWARE, EXCEED THE AMOUNT OF FEES PAID TO DIGITAL SANDBOX UNDER THIS AGREEMENT. NO ACTION, REGARDLESS OF FORM, ARISING OUT OF ANY ACTS OR OMISSIONS RELATING TO THIS AGREEMENT MAY BE BROUGHT BY EITHER PARTY MORE THAN TWO YEARS AFTER THE OCCURRENCE OF SUCH ACT OR OMISSION.

12.2 Exclusion of Other Damages. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL, DAMAGES (INCLUDING WITHOUT LIMITATION, LIABILITIES RELATED TO A LOSS OF USE, PROFITS, GOODWILL OR SAVINGS OR A LOSS OR DAMAGE TO ANY SYSTEMS, RECORDS OR DATA, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT PRODUCT LIABILITY OR OTHERWISE, EVEN IF ADVISED IN ADVANCE OR AWARE OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE. The foregoing exclusion/limitation of liability shall not apply to (1) personal injury or death resulting from Digital Sandbox's negligence; (2) for fraud; (3) for any other matter for which liability cannot be excluded by law or (4) express remedies provided under any FAR, GSAR or Schedule 70 solicitation clauses incorporated into the GSA Schedule 70 contract.

### **13 Term and Termination.**

13.1 This Agreement has an initial term set forth in the Order Form(s) attached hereto (the "Term"), after which it will renew annually in one-year increments (each a "Renewal") unless a Party



notifies the other in writing at least ninety (90) days before expiration of the then-current Term (or, subsequently, before expiration of a Renewal) of an intent not to renew.

13.2 Recourse against the United States for any alleged breach of this agreement must be made under the terms of the Federal Tort Claims Act or as a dispute under the contract disputes clause (Contract Disputes Act) as applicable. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer. Upon termination of this Agreement, all obligations to provide the Services by Digital Sandbox shall cease. Upon termination, Customer agrees to immediately cease using the Hosted Services and return to Digital Sandbox (or at Customer's option with Digital Sandbox's consent destroy and provide a certificate signed by an executive officer of Customer attesting to the destruction of) all copies of the Documentation and any of the Licensed Software in Customer's possession or provided by Customer to any other person, including erasure of all electronic forms found on any computer or hardware device. Termination shall not affect existing obligations of Customer regarding payment of monies then due. The following Sections shall survive termination of this Agreement: 1, 3.3, 3.4, 4, 5, 7, 8, 9, 10, 11, 12, and 13, together with any outstanding payment obligations of Customer.

#### **14 Miscellaneous.**

Entire Agreement. This Agreement is the complete and exclusive agreement between Customer and Digital Sandbox, superseding all other prior arrangements, understandings, practices, communications and agreements between the parties relating to this subject matter. This Agreement, however shall not take precedence over the terms of the underlying GSA Schedule Contract or any specific, negotiated terms on the GSA Customer's Purchase Order.

##### 14.1

14.2 Federal Government End Use Provisions. Digital Sandbox provides the Hosted Services, including related Licensed Software and technology, for ultimate federal government end use solely in accordance with the following: Government technical data and software rights related to the Hosted Services include only those rights customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for rights not conveyed under these terms, it must negotiate with Digital Sandbox to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable contract or agreement.

14.3 Export. Customer shall comply with all applicable United States export control laws and regulations, including, but not limited to, the requirements of the Arms Export Control Act, 22 U.S.C. 2751-2799aa-2, the International Traffic in Arms Regulation (ITAR), 22 C.F.R. 120 et seq., the Export Administration Act, 50 U.S.C. app. 2401-2420, the Export Administration Regulations, 15 C.F.R. 730-774, and the regulations of the Office of Foreign Assets Control (31 C.F.R. Parts 500-595). Customer understands and agrees that no technical data, including software, furnished to it under this Agreement shall be disclosed to any foreign national, firm, country, including foreign nationals (persons) employed by or associated with the Customer. Further, Customer understands and agrees to comply with all requirements of the International Traffic in Arms Regulations and the Export Administration Act, including the requirement for obtaining any export license and that no technical data, including software, shall be exported from the United States without first obtaining the written consent of Digital Sandbox and the U.S. Government, as required.

14.4 Amendment and Modification. No term or provision of this Agreement may be amended, waived, released, discharged or modified in any respect except in writing, signed by Customer and Digital Sandbox.

14.5 Governing Law; Severability. This Agreement and the relationship of the parties shall be governed by and construed in accordance with the Federal laws of the United States without regard to its choice of law or conflict of law provisions. Digital Sandbox and Customer agree that this Agreement shall not be governed by the U.N. Convention on Contracts for the International Sale of Goods. If any provision of this Agreement is held to be illegal or unenforceable for any reason, then such provision shall be deemed to be restated so as to be enforceable to the maximum extent permissible under law, and the remainder of this Agreement shall remain in full force and effect.

14.6 Relationship of the Parties. Digital Sandbox is an independent contractor, and no party shall have the authority to bind, represent or commit the other. Nothing in this Agreement shall be deemed or construed to create a joint venture, partnership, or agency relationship between the parties for any purpose. Digital Sandbox and its employees shall not be entitled to any of Customer's benefits, including: (a) income tax withholding; (b) 401(k) or other retirement benefits; or (c) employee stock purchase or stock option plans.

14.7 Waiver. No failure or delay on the part of any party to this Agreement in exercising any right, power or remedy hereunder shall operate as a waiver. Digital Sandbox will not be deemed to have waived any condition, requirement, term or part hereof unless waiver is in writing and signed by an authorized representative of Digital Sandbox.

14.8 Assignment. Either party may assign this Agreement in the event of a merger, acquisition or sale of all or substantially all of a party's assets, or that includes sale of any Portal, so long as any such transferee or assignee agrees in writing to be bound by the terms and conditions of this Agreement and agreed to in writing by the parties in accordance with FAR 42.1203. Unless otherwise permitted in this Section 13.7, neither party shall assign or otherwise transfer this Agreement in whole or in part, voluntarily or involuntarily, by operation of law or otherwise, without the prior written consent of the other party under the procedures set by FAR 42.1203. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and, as applicable, their permitted respective heirs, executors, administrators, representatives, successors and assigns.

14.9 Force Majeure. Neither party shall be responsible for any delay or failure in performance resulting from acts beyond the reasonable control of such party. Such acts shall include but not be limited to: an act of God; an act of war; a riot; an epidemic, fire, flood or other disaster; an act of government; and a strike or lockout.

14.10 Notices. All notices and demands (collectively, a "Notice") between the parties shall be in writing and shall be deemed effective: (i) upon delivery in person; (ii) three days after mailing by registered or certified mail, return receipt requested; (iii) the next day after shipment by overnight courier service, return receipt requested; or (iv) upon delivery within the United States by email or facsimile, provided that written confirmation by one of the other delivery methods specified herein follows promptly thereafter.

14.11 Records. During the term of this Agreement and for one (1) year thereafter, each party shall maintain complete and accurate records of its use of the Licensed Software, and Digital Sandbox or its authorized representative may, upon reasonable notice and in compliance with Customer's security requirements, but in no event more than once per calendar year, audit and review such records or perform such other inspection procedures as reasonably necessary to confirm Customer's compliance with the terms and conditions of this Agreement. If such audit reveals that Customer is using the Licensed

Software with more than the number of authorized Registered Users and/or Portals, without limiting any of Digital Sandbox's other remedies, Digital Sandbox shall immediately invoice Customer the fee stated on the Order Form for such use.

14.12 Insurance. Digital Sandbox shall maintain customary amounts of insurance against losses and damages to persons or property proximately caused by the negligence or willful misconduct of such party in performing the services under this Agreement, including workers' compensation, public liability, professional, property damage, and automobile liability insurance. Upon the written request of one party to the other, such party will produce a certificate of insurance demonstrating such coverage.

14.13 Counter part and Facsimile Signatures. This Agreement or any Order Form may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. This Agreement may be executed by facsimile signature (including signature in Adobe PDF or similar format).

**Exhibit A  
Order Form**

**[to be determined at time of purchase]**

## **Exhibit B Hosted Services**

This Hosted Services Exhibit adopts and incorporates by reference the terms and conditions of the Master Subscription Agreement (“Agreement”) between Digital Sandbox, Inc. (“Digital Sandbox”) and [Customer Name ] (“Customer”) dated [Effective Date of Agreement]. Capitalized terms not otherwise defined in this Exhibit B will have the meaning given such terms in the Agreement.

This Exhibit B describes the Hosted Services Digital Sandbox will provide to Customer for an initial term set forth in the applicable Order Form(s) attached to the Agreement, provided Customer has or will pay the agreed upon Hosted Services fees set forth in the applicable Order Form(s). **Hosted Services.** Digital Sandbox will provide Customer with the following Hosted Services to enable the Customer and its Registered Users to access and use the Licensed Software in accordance with the Agreement: (i) access to a web portal or the Portal with password protected access to Digital Sandbox’s back end managed data center environment; (ii) servers and software that are configured to run the Licensed Software and any applicable deliverable resulting from the Analysis Services, (iii) networking equipment required in support Customer’s rights set forth in Section 2 of the Agreement, (iv) bandwidth from the hosted site to the Internet, and (v) system management operations, including system monitoring and maintenance.

1. **Hosting Availability.** Digital Sandbox will ensure the Licensed Software is available to the Internet for use by the Customer and the Registered Users, as applicable, Monday through Sunday, 24 hours per day with the exception of the scheduled and emergency downtime periods. Scheduled downtime will be coordinated during off-hours of the normal workweek, and will last for a period no longer than 8 sequential hours under normal circumstances. Digital Sandbox will use reasonable commercial efforts to coordinate with Customer regarding the scheduling of any emergency maintenance. Digital Sandbox will use all reasonable efforts to ensure availability is 99.0% outside of the scheduled and emergency downtime periods. Upon request, reports documenting system availability will be provided monthly.

2. **Hosting Initiation Services.** Prior to the delivery of the Hosting Services, Digital Sandbox will be responsible for procuring and providing the required hardware and embedded third party software. Additionally, Digital Sandbox will configure the server(s), configure the server operating system, install and configure all other embedded third party software, set up servers on Digital Sandbox’s management network, and assist Customer in establishing communications between the servers on the Digital Sandbox management network and Customer’s network.

3. **Support.** Customer’s Administrator, or if applicable the Administrator(s) of an affiliated governmental entity identified in an Order Form attached to the Agreement (each an “Affiliate Governmental Entity Administrator”, collectively the “Administrators”) is responsible for all level one support of the Registered Users. The Administrator(s) will attempt to answer all questions, which will include help with simple problems or general “how-to” questions, fielding telephone questions from Registered Users, initial troubleshooting and diagnostics, directing Registered Users to information found in any knowledgebase or the Documentation. The Administrator(s) will gather and submit logs, traces, and any other requested documentation upon initial logging of case with Digital Sandbox level two support. If the question is more complex, the level one issue shall be passed on to the level two Digital Sandbox support technician. Level two questions may, for example, deal with advanced features and possible defects, failures or enhancements. Level one will not function as a pass through organization. Requests for assistance related to items found in standard Digital Sandbox documentation will be considered level one. Digital Sandbox expects all reasonable efforts to be exhausted in searching the knowledgebase or the Documentation prior to submitting an issue to Digital Sandbox level two support. Only Customer’s Administrator(s) or Affiliated Governmental Entity Administrator(s) may contact Digital Sandbox support personnel.

4. **Telephone Support.** Digital Sandbox will, during the hours of 8:30 a.m. to 5:30 p.m. Eastern Time Zone (EST) on weekdays (exclusive of holidays) make reasonable telephone support available to Customer’s Administrator or Affiliate Governmental Entity Administrator(s). When Digital Sandbox’s staff is unavailable, Digital Sandbox will provide a voice mail and email access that will be checked periodically. Additional support is also available on a time and materials basis.

5. **Service Level Agreements (SLA’s)**

a. Digital Sandbox will assign a Severity Level to all defects identified within the Hosted Services by Customer’s Administrator(s) or Affiliate Governmental Entity Administrator(s), or Digital Sandbox and provide the respective response for the issue.

b. Digital Sandbox will communicate the Severity Level assignment and action plan for the defect based on the timeline below.

Severity Level	Type	Response
1	Issues related to the Licensed Software and/or Hosted Services that are of such criticality that an emergency fix is required. An issue is assigned this severity if one or more of the following conditions exist: <ul style="list-style-type: none"> <li>A critical component or program stops functioning, effectively halting the operation of the Licensed Software and/or Hosted Services.</li> <li>There is no reasonable workaround. <input type="checkbox"/></li> </ul>	Priority commitment from Digital Sandbox to commence working on a solution within 5 Business Days.
2	Issues related to the Licensed Software and/or Hosted Services that significantly impacts the operations of the Customer, resulting in a significant loss of productivity and the need for a manual workaround.	Action Plan within 2 business days. Priority Commitment to commence working on a solution within 14 business days.
3	Issues related to the Licensed Software and/or Hosted Services that cause intermittent operational problems resulting in some lost productivity for the Customer and the need for manual workarounds.	Digital Sandbox will deliver a release in a future update or upgrade to is Hosted Services
4	Issues related to the Licensed Software and/or Hosted Services that are primarily of a functional character that enhance the product, yet are not fundamental to the original business requirements.	Time and resources permitting Digital Sandbox will deliver a solution in a future Patch or Version.

6. **Defect Correction Services.**

a. For defects identified in its Hosting environment, Digital Sandbox will use reasonable commercial efforts to correct or provide a usable work-around solution for any reproducible material defect (including, without limitation, bugs or viruses in the software) in the Licensed Software in

accordance with the response times and severity levels in Section 6 above. Digital Sandbox, at its option, may respond by including fixes in maintenance releases.

b. If Digital Sandbox, in its discretion, requests written verification of an error or malfunction discovered by the Customer's Administrator(s) or Affiliate Governmental Entity Administrator(s), then such Administrators will promptly provide such verification, by email, telecopy, or overnight mail, setting forth in reasonable detail the respects in which the Licensed Software fails to perform.

7. **Hosting Environment.** Digital Sandbox's Hosting environment consists of the following elements: (i) an IIS web server with authentication provided through the use of digital certificates, (ii) a dual hardware firewall architecture to create a "demilitarized zone" ("DMZ"), and (iii) a dedicated client network environment comprised of the Licensed Software, web server, database and reporting servers. Only required/authorized applications will be installed within the dedicated client network environment and on the servers employed to host the Licensed Software on Customer's behalf. If the Order Form indicates a dedicated server will be used for Customer, access to such dedicated servers will be limited to those Registered Users with a need for access and Digital Sandbox employees providing technical services to Customer or Registered Users.

8. **Acceptable Use Policy.** In consideration of providing access to Digital Sandbox's Hosting Services, Customer agrees to strictly comply with, and cause each of its Registered Users to comply with Digital Sandbox's Acceptable Use Policy. If, in the process of using the Licensed Software, Customer or any Registered User uploads, records or otherwise transmits any content to a Digital Sandbox Web server, including the Customer Data, any presentations, photographs, illustrations, icons, articles, text, audio clips, or video clips (the "Content"), then Customer represents and warrants to Digital Sandbox that Customer: is the owner or authorized user of the Content; is solely responsible for the Content; no Content is subject to any rule, regulation or policy that imposes additional handling or confidentiality obligations on such Content or has been assigned a designation designed to protect the handling and disclosure of such Content that is higher than "for official use only", including without limitation, "confidential," "secret," "top secret," "top secret secured compartmented information," or any other similar type of designation or would be deemed to be protected critical infrastructure information ("PCII") or any information that would be subject to the requirements of the Critical Infrastructure Information Act of 2002, as amended. Customer acknowledges and agrees that Digital Sandbox neither controls nor guarantees the accuracy, integrity, or quality of the Content. Customer will not use the Licensed Software to upload, record or otherwise transmit any Content that: infringes any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; violates any law, statute, ordinance or regulation; is defamatory, trade libelous, threatening, harassing, obscene, harmful, or pornographic; or contains any viruses or other software that is intended to damage or interfere with (or surreptitiously intercept or capture) any system, data or personal information. Because Customer and its Registered Users will be in control of the Content displayed online as a part of use of the Licensed Software or Analysis Service, Customer understands that by using the Licensed Software or Hosted Services that Registered Users may be exposed to Content that is improper, offensive or a violation law, and therefore under no circumstances will Digital Sandbox be liable to any person or entity for any alleged damages sustained by the distribution of the Content to any Registered User. Upon termination of this Agreement, Customer agrees that any Content posted to the Portal will not be returned to Customer and will be removed from the Portal. Should Customer or a Registered User submit technical support questions or comments to Digital Sandbox, then Customer agrees that Digital Sandbox may edit and post those questions or comments with the response, (without revealing personal information), on Digital Sandbox's Customer support Web site and that all such questions or comments shall remain Digital Sandbox's property. Customer further agrees that Customer will not use the Licensed Software or Hosted

Services to send unsolicited mass email ("Spam") outside of Customer's company or organization and will abide by any anti-spam or mass email rules, regulations and laws pertaining thereto.

9. **Network Security.** Digital Sandbox will provide the following security provisions: (i) commercially available firewall solutions, (ii) SSL line encryption supporting 512-bit digital certificates with 128-bit data encryption for all browsers, (iii) a password protected application, (iv) a DMZ implementation, (v) network security provided by trained firewall support staff only, (vi) regular reviews of web server logs for unauthorized attempted access, and (vii) regular review of domain security logs.

10. **Hosting Administration.** Digital Sandbox will provide the following Hosting Support to ensure the maintenance and administration of the Licensed Software: (i) physical and logical organization and structure of the database, application, and system files, (ii) application and tracking of latest IIS and OS patches, (iii) configuration change and tracking, and (iv) monitoring of systems and servers.

11. **System Back-Up.** Digital Sandbox will provide the following back-up services to ensure data protection and recovery: (i) data backups using commercially available software, (ii) a full image of the servers taken weekly, (iii) incremental image of the servers taken 6 days per week, (iv) the most recent full image and up to one week of incremental images stored on site.

12. **Communications.** Communications between the parties will be carried out through each party's designated coordinators. All notices required in writing under this Agreement will be made to the appropriate contact in accordance with the notification provisions of the Agreement.