End-User License Agreement

This End-User License Agreement (hereinafter, "EULA"), is a binding agreement between the GSA Multiple Award Schedule (MAS) Contractor acting on behalf of DarkOwl, LLC, a Colorado limited liability company (hereinafter, "DarkOwl," "Owl," or the "Company") and Government Customer (Agency) who, under GSA Schedule Contracts, is the "Ordering Activity," defined as an "entity authorized to order under GSA Schedule Contracts" as defined in GSA Order OGP 4800.2I, as such order may be revised from time to time. DARKOWL LICENSES THE SOFTWARE SOLELY ON THE TERMS AND CONDITIONS SET FORTH IN THIS EULA AND ON THE CONDITION THAT CUSTOMER ACCEPTS AND COMPLIES WITH THIS EULA.

License

2.1.   For purposes of this EULA, "Software" means both the trial and full (paid) versions of the DarkOwl Vision Professional Tools proprietary application owned and supplied by DarkOwl and its application programming interface, technology, associated media, printed materials, and online or electronic documentation. The trial version of the Software is to be used only to review, test and evaluate the Software and its operation for a limited period of time, and search results and associated content delivered in connection with the trial version may not be copied or otherwise used by Customer for any business purpose (other than to review, test and evaluate the Software) without the Company's written consent. The trial version offers limited features and shall cease to operate once the limited period of time is elapsed.

2.2.   Subject to the terms and conditions of this EULA, DarkOwl hereby grants to Customer a non-exclusive, non-transferable, non-sublicensable limited license to use the Software. With respect to the trial version of the Software, that license is limited to use solely for Customer's review, test and evaluation and with the further purpose of eventually deciding the future purchase of a full version of the Software. The use of the Software will be made at Customer's own risk.

2.3.   Customer acknowledges and agrees that the Software is provided under license, and not sold, to Customer. Customer does not acquire any ownership interest in the Software under this EULA, or any other rights thereto other than to use the same in accordance with the license granted, and subject to all terms, conditions and restrictions, under this EULA. DarkOwl reserves and shall retain its entire right, title and interest in and to the Software and all intellectual property rights arising out of or relating to the Software, except as expressly granted to Customer pursuant to Section 2.2. Customer shall safeguard the Software (including all copies thereof) against infringement, misappropriation, theft, misuse or unauthorized access.

Operation of Software

3.1.   The Software will permit Customer to search Internet content collected from sources located in the surface web as well as the deep or dark web. The Software may identify and obtain results solely based on the information input by Customer, including secret, non-public or otherwise sensitive information of Customer.

3.2.   Based on Customer's search query input, search results will be displayed (or returned, in the case of queries submitted via the application programming interface) to Customer. The search results displayed or returned by the Software may contain information collected from third-party sources. DarkOwl is not responsible for the content of these results. While search results may (or may not) be redacted by anonymizing certain characters to obscure certain information contained in the search results or to omit certain types of documents, this does not mean that DarkOwl necessarily reviews every search

result or has control over the content of those results. The analysis, identification, collection and display of the search results will be subject to the terms of this EULA and OWL's privacy policy, a copy of which is attached hereto.

3.3.   Except as otherwise expressly stated in DarkOwl's privacy policy, Customer has no right to or interest in any information input by Customer (including search queries submitted by Customer) or any information displayed or otherwise made available to Customer (including search results generated by the Software) in connection with Customer's use of the Software. DarkOwl reserves the right to delete in an unrecoverable way any information input by Customer or search results generated in response to Customer's use of the Software.

Restrictions on Use

4.1.   Customer shall not, directly or indirectly:

a.   use the Software, or any results arising from the operation of the Software, in violation of any applicable law, regulation or rule;

b.   use (including make any copies of) the Software beyond the scope of the license granted under Section 2.2;

c.   license, sublicense, rent, lease, lend, sell, assign, distribute, publish, transfer or otherwise make available to any other person the Software, any features or functionality of the Software, or any information generated by or results arising from the operation of the Software, other than such information or results contained in any report prepared by Customer for use solely by a specific client of Customer in connection with an existing consulting relationship between Customer and such client;

d.   use any information generated by or results arising from the operation of the Software to harass or bully others or to impersonate others;

e.   use any material or information made available through the Software in any manner that infringes any copyright, trademark, patent, trade secret or other proprietary right of any party;

f.   use the Software to knowingly access any confidential or other non-public information of any third party without such third party's permission;

g.   except as permitted by applicable law, harvest or collect other people's personal and confidential information, such as credit card numbers, confidential national ID numbers or account passwords;

h.   modify, translate, adapt or otherwise create derivative works or improvements of the Software or any part thereof;

i.   reverse engineer, disassemble, decompile, decode or otherwise attempt to gain access to the source code of the Software or any part thereof;

j.   combine the Software or any part thereof with, or incorporate the Software or any part thereof in, any other programs;

k.   remove, delete, alter or obscure any trademarks or any copyright, trademark, patent or other intellectual property or proprietary rights notices provided on or with the Software;

l.   use the Software for purposes of competitive analysis of the Software, the development of a competing software product or service or any other purpose that is to OWL's commercial disadvantage; or

m. use the Software in in any manner that could harm, infect, take over, disable, overburden, or otherwise impair any of DarkOwl's computer systems.

Termination of License

5.1.   Reserved.

5.2.   Reserved.

Responsibility for Use of Software

6.1.   Customer is responsible and liable for all uses of the Software occurring under its account as well as for the username and passwords provided to it to access the Software, which Customer agrees to keep confidential. Customer agrees to manage all usernames and passwords provided to Customer to access the Software and will promptly notify DarkOwl to deactivate a username and password if appropriate. Specifically, and without limiting the generality of the foregoing, Customer is responsible and liable for all actions and failures to take required actions with respect to the Software by any person to whom Customer may provide access to or use of the Software, whether such access or use is permitted by or in violation of this EULA.

Collection and Use of Information

7.1.   Customer acknowledges that DarkOwl may, directly or indirectly through the services of one or more third parties, collect and store information about Customer obtained during the online registration process or otherwise input by Customer in connection with Customer's use of the Software as well as information regarding Customer's use of the Software, results generated by the Software in response to Customer inputs and the computing environment (including information related to hardware, software, Internet connectivity and user identity or location) by which Customer accesses and uses the Software.

7.2. Customer agrees that DarkOwl may, subject to the express terms of DarkOwl's privacy policy, use such information for any purpose related to any use of the Software by Customer or on Customer's equipment, including but not limited to:

a. improving the performance of the Software or developing updates;

b. marketing or promoting the Software or related DarkOwl products and services (but solely to the extent such information could not be used to identify Customer or any user of the Software);

c. verifying Customer's compliance with the terms of this EULA; and

d. enforcing DarkOwl's rights, including all intellectual property rights in and to the Software, or the rights of others.

7.3.   Customer acknowledges and agrees that it has read, understands and accepts OWL's privacy policy attached to this EULA.

7.4

Limitation and Exclusion of Liability

8.1.   THE SOFTWARE IS PROVIDED TO CUSTOMER "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, THE COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE SOFTWARE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, THE COMPANY OR PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE LICENSED SOFTWARE WILL MEET CUSTOMER'S REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR FREE OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

8.2.   TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW:

a. IN NO EVENT WILL THE COMPANY BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR (1) ANY USE, INTERRUPTION, DELAY OR INABILITY TO USE THE SOFTWARE, LOST REVENUES OR PROFITS, DELAYS, INTERRUPTION OR LOSS OF SERVICES, BUSINESS OR GOODWILL, LOSS OR CORRUPTION OF DATA, LOSS RESULTING FROM SYSTEM OR SYSTEM SERVICE FAILURE, MALFUNCTION OR SHUTDOWN, FAILURE TO ACCURATELY TRANSFER, READ OR TRANSMIT INFORMATION, FAILURE TO UPDATE OR PROVIDE CORRECT INFORMATION, SYSTEM INCOMPATIBILITY OR PROVISION OF INCORRECT COMPATIBILITY INFORMATION OR BREACHES IN SYSTEM SECURITY, (2) ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, WHETHER ARISING OUT OF OR IN CONNECTION WITH THIS EULA, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT THE LICENSOR WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR (3) ANY

DECISION MADE OR ACTION TAKEN BY CUSTOMER IN RELIANCE UPON RESULTS OBTAINED FROM ITS USE OF THE SOFTWARE.

b. IN NO EVENT WILL THE COMPANY'S LIABILITY UNDER OR IN CONNECTION WITH THIS EULA OR ITS SUBJECT MATTER, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE, EXCEED THE TOTAL AMOUNT PAID TO THE COMPANY PURSUANT TO THIS EULA FOR THE SOFTWARE.

c. THE LIMITATIONS SET FORTH IN THIS SECTION 7.2 APPLY EVEN IF CUSTOMER'S REMEDIES UNDER THIS EULA FAIL OF THEIR ESSENTIAL PURPOSE.

8.3.   Reserved.

US Government Rights

9.1.   The Software is commercial computer software, as such term is defined in 48 C.F.R. §2.101. Accordingly, if Customer is the US Government or any contractor therefor, Customer shall receive only those rights with respect to the Software as are granted to all other end users under license, in accordance with (a) 48 C.F.R. §227.7201 through 48 C.F.R. §227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. §12.212, with respect to all other US Government licensees and their contractors.

Export Regulation

10.1.   The Software may be subject to US export control laws, including the US Export Administration Act and its associated regulations. Customer shall not, directly or indirectly, export, re-export or release the Software to, or make the Software accessible from, any jurisdiction or country to which export, re-export or release is prohibited by law, rule or regulation. Customer shall comply with all applicable federal laws, regulations and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing or otherwise making the Software available outside the US.

Miscellaneous Provisions

11.1.   This EULA is governed by and construed in accordance with the Federal laws of the United States of America .

This EULA constitutes the sole and entire agreement between Customer and the GSA MAS Contractor with respect to the subject matter hereof, and supersedes all prior and contemporaneous negotiations, understandings and agreements, whether written or oral, between the parties with respect to such subject matter.

11.2.   Reserved.

11.3.   This EULA is for the sole benefit of Customer and the GSA MAS Contractor and nothing herein, express or implied, is intended to or shall confer on any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this EULA.

11.4.   Reserved.

11.5.   No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this EULA, no failure to

exercise, or delay in exercising, any right, remedy, power or privilege arising from this EULA shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

11.6.   If any term or provision of this EULA is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this EULA.