



RegScale, Inc.  
 1775 Tysons Boulevard, 5<sup>th</sup> Floor  
 Tysons, VA 22102

**REGSCALE MANAGED SECURITY AND COMPLIANCE SERVICES PROVIDER  
 (MSSP) AGREEMENT  
 COVER PAGE**

This RegScale MSSP Agreement (“**Agreement**”) by and between RegScale, Inc. (“**RegScale**”) and the entity identified below as “**Licensee**” (each of RegScale and Licensee, a “**Party**”) consists of this Cover Page, the attached Enterprise License Terms and Conditions and all Exhibits that are attached to such License Terms and Conditions. This Agreement, including the attached License Terms and Conditions, will become effective when this Cover Page is executed by authorized representatives of both Parties (“**Effective Date**”).

<b>LICENSEE:</b>	
<b>Name/Company:</b> _____	<b>Principal Contact Person:</b> _____
<b>Address:</b> _____	<b>Phone:</b> _____
_____	<b>Fax:</b> _____
_____	<b>Email:</b> _____
_____	

The Parties have caused their duly authorized representatives to execute this Agreement as of the dates set forth below.

<b>LICENSEE:</b> _____	<b>REGSCALE, INC.</b>
<b>By (Signature):</b> _____	<b>By (Signature):</b> _____
<b>Name (Printed):</b> _____	<b>Name (Printed):</b> _____
<b>Title:</b> _____	<b>Title:</b> _____
<b>Date:</b> _____	<b>Date:</b> _____

# REGSCALE, INC.

## REGSCALE MSSP TERMS AND CONDITIONS

**1. DEFINITIONS.** Certain capitalized terms used in this Agreement, not otherwise defined on the Cover Page, will have the meanings set forth or cross-referenced below.

**1.1 "RegScale Software"** means the executable, object code version of the Enterprise Edition of RegScale' proprietary application software specifically identified in a Quote that references, and is subject to, these License Terms and Conditions.

**1.2 "Authorized System"** means a computer server that (a) is owned or operated by, and is under the supervision and control of, Licensee or as otherwise set forth in a Quote.

**1.3 "Confidential Information"** means all written or oral information disclosed by RegScale to Licensee related to the technology, products, services and operations of RegScale or a third party that has been identified as confidential or that by the nature of the information or the circumstances surrounding disclosure ought reasonably to be treated as confidential. Without limiting the generality of the foregoing, the RegScale Software and the Documentation will be considered Confidential Information.

**1.4 "Documentation"** means RegScale' standard user manuals and/or related documentation generally made available to Licensee's of the RegScale Software currently available at <https://regscale.com/documentation>.

**1.5 "Quote"** means a Quote that is based on the template in [Exhibit A](#) or such other Quote provided by RegScale, is signed by both parties, and references this Agreement.

**1.6 "Professional Services"** means professional services provided by RegScale to Licensee as described in any Quote (as may be further elaborated in any statement of work).

**1.7 "Update"** means any update, upgrade, modification, or enhancement of the RegScale Software made generally available by RegScale to RegScale' general user base.

## 2. TRIAL LICENSE

**2.1 General.** During the period when Licensee is using the RegScale Software under a trial license ("**Trial Software**"), the terms and conditions of this Section 2 shall apply and those in Sections 3.1, 3.2, 4, 6, and 9 (collectively, the "**Inapplicable Provisions**") do not apply. Reference Section 3.1 for the terms applicable to a commercial Enterprise license to the RegScale Software.

**2.2 Trial License and Term.** Subject to the terms and conditions of this Agreement (excluding the Inapplicable Provisions), RegScale hereby grants Licensee and its Authorized Users a non-exclusive, non-transferable license to access and use the RegScale Software in accordance with the Documentation solely for the purposes of internally evaluating the performance and functionality of the RegScale Software on an evaluation basis ("**Trial License**"), for a period set forth on the Quote (if any) (the "**Trial Period**"). No fees will be charged during the Trial Period.

**2.3 Conversion into Commercial License.** When the Trial Period concludes, the evaluation license will automatically be converted into a commercial license as set forth in Section 3.1 ("**Enterprise License**"). To avoid automatic conversion of the Trial License into an Enterprise License, Licensee must provide written notice to RegScale at [sales@regscale.com](mailto:sales@regscale.com) of Licensee's intention not to commence the Enterprise License on or prior to the expiration of the Trial Period.

**2.4 Termination of Evaluation License.** The Trial License, all of Licensee's rights to use the Trial Software, and this Agreement will terminate immediately in the event that Licensee provides written notice to RegScale at [sales@regscale.com](mailto:sales@regscale.com) of Licensee's intention not to purchase the Enterprise License. Upon termination of the Trial License, Licensee shall promptly cease use of the Trial

Software. All confidential information shall be returned or destroyed pursuant to Section 11.3.

**2.5 Trial Feedback.** During the Trial Period, Licensee will provide feedback, testimonials, insights, and other information, as requested by RegScale from time to time, in connection Licensee's access to and use of the Trial Software. RegScale will have the right to use such feedback, testimonials, insights, and other information in accordance with the rights granted to RegScale under Section 3.5 of this Agreement.

**2.6 Disclaimer.** ANY DATA THAT LICENSEE OR ANY OF ITS AUTHORIZED USERS ENTERS INTO THE TRIAL SOFTWARE DURING THE TRIAL PERIOD MAY BE PERMANENTLY LOST IF CUSTOMER ELECTS NOT TO PURCHASE THE REGSCALE SOFTWARE UNLESS CUSTOMER EXPORTS SUCH DATA BEFORE THE END OF THE TRIAL PERIOD.

## 3. LICENSE AND USAGE OF SOFTWARE.

**3.1 Enterprise-Wide Use License.** Subject to the terms and conditions of this Agreement, RegScale hereby grants to Licensee a non-exclusive, non-transferable, non-sublicensable right and license during the Term (i) to install and operate the RegScale Software on one (1) or more Authorized Systems, solely in accordance with applicable Documentation provided by RegScale, solely for use by Authorized Users, and solely for Licensee's business purposes of processing data for Licensee's clients using the Software in connection with consulting services provided by Licensee to such clients; and (ii) to make copies of the RegScale Software in the form provided hereunder solely in connection with the exercise of the foregoing rights.

**3.2 Documentation License.** Subject to the terms and conditions of this Agreement, RegScale hereby grants to Licensee a non-exclusive, non-transferable, non-sublicensable right and license during the Term to make copies of the Documentation provided by RegScale, solely for use by Authorized Users in connection with the exercise of rights granted in Section 3.1.

**3.3 Authorized Users.** For purposes of this Agreement, the term "**Authorized Users**" will mean any individual employee, agent or contractor of Licensee accessing or using the RegScale Software solely on behalf and for the benefit of Licensee in the operation of Licensee's business. Licensee acknowledges and agrees that it will be responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User which, if undertaken by Licensee, would constitute a breach of this Agreement, will be deemed a breach of this Agreement by Licensee. Licensee will undertake reasonable efforts to make all Authorized Users aware of the provisions of this Agreement as applicable to such Authorized User's use of the RegScale Software and will cause Authorized Users to comply with such provisions. Licensee will require all Authorized Users to electronically agree to the terms of the RegScale Enterprise End Use License Agreement provided within the RegScale Software upon initial login, a copy of which is available at <https://hubs.ly/H0GxM3K0>

**3.4 Delivery of License Keys.** As soon as commercially practicable after the Effective Date, RegScale will electronically deliver (via email) to Licensee permanent license key(s) for the RegScale Software made available for downloading by Licensee to enable Licensee to exercise its rights under the licenses granted in Sections 3.1 and 3.2, provided that any use of the RegScale Software will at all times remain subject to the limitations and restrictions set forth in Section 3.8. Delivery will be deemed complete upon receipt by Licensee of the license key(s) for the applicable RegScale Software. Pursuant to Section 5, unless set out in a Quote, in a mutually executed statement of work ("**SOW**"), or in a separate written agreement, RegScale will have no obligation

to install or configure the RegScale Software for or on behalf of Licensee.

**3.5 Ownership of RegScale Software.** Subject to the rights granted in Sections 3.1 and 3.2, RegScale retains all right, title and interest in and to the RegScale Software, the Documentation, all copies thereof and the associated intellectual property rights. RegScale reserves all rights not expressly granted in this Agreement.

**3.6 Open Source Software.** Certain items of software may be provided to Licensee with the RegScale Software and are subject to "open source" or "free software" licenses ("**Open Source Software**"). Some of the Open Source Software is owned by third parties. The Open Source Software is not subject to the terms and conditions of Sections 3.1 or 7. Instead, each item of Open Source Software is licensed under the terms of the end-user license that accompanies such Open Source Software. Nothing in this Agreement limits Licensee's rights under, or grants Licensee rights that supersede, the terms and conditions of any applicable end user license for the Open Source Software. If required by any license for particular Open Source Software, RegScale makes such Open Source Software, and RegScale' modifications to that Open Source Software, available by written request at the notice address specified below.

**3.7 Feedback.** Licensee hereby grants to RegScale a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use or incorporate into the RegScale Software any suggestions, enhancement requests, recommendations or other feedback provided by Licensee, including Authorized Users, relating to the RegScale Software ("**Feedback**"). RegScale will not identify Licensee as the source of any such Feedback.

### **3.8 General Usage Restrictions.**

(a) Licensee will not use the RegScale Software or Documentation for any purposes beyond the scope of the licenses granted in this Agreement.

(b) Without limiting the generality of the foregoing, Licensee will not (i) authorize or permit use of the RegScale Software or Documentation by persons other than Authorized Users; (ii) market or distribute the RegScale Software or the Documentation; (iii) assign, sublicense, sell, lease or otherwise transfer or convey, or pledge as security or otherwise encumber, Licensee's rights under the licenses granted in Sections 3.1 and 3.2; (iv) except as otherwise provided herein, use the RegScale Software in any time-sharing or service bureau arrangement, including any use to provide services or process data for the benefit of, or on behalf of, any third party; (v) modify the RegScale Software or Documentation, except with the prior written consent of RegScale; or (vi) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any component of the RegScale Software is compiled or interpreted, and Licensee hereby acknowledges that nothing in this Agreement will be construed to grant Licensee any right to obtain or use such source code.

(c) Licensee will undertake all measures necessary to ensure that its use of the RegScale Software and the Documentation complies with the export regulations promulgated by the Bureau of Export Administration or any other agency or department of the federal government of the United States of America, and any other jurisdiction. Licensee acknowledges that RegScale makes no representation or warranty that the RegScale Software may be exported without appropriate licenses or permits under applicable law, or that any such license or permit has been, will be or can be obtained.

(d) Licensee will duplicate all proprietary notices and legends of RegScale and its suppliers or licensors upon any and all copies of the RegScale Software and Documentation made by Licensee. Licensee will not remove, alter or obscure any such proprietary notice or legend.

### **3.9 Compliance Records; Auditing Rights.**

(a) Licensee will create and maintain complete and accurate records of all copies of the RegScale Software and/or

Documentation made by or on behalf of Licensee, including the date such copies are made and the locations of Authorized Systems where such copies are installed. Licensee will promptly provide a copy of such records upon request by RegScale.

(b) Throughout the Term of this Agreement, RegScale will have the right, at its own expense, upon reasonable prior notice, periodically to inspect and audit Licensee's use of the RegScale Software and Documentation for purposes of determining Licensee's compliance with the terms and conditions herein. Licensee agrees to cooperate with RegScale in the performance of any such audit and will provide to RegScale such access to Licensee's relevant records, data, information, personnel and/or facilities as RegScale may reasonably request for such limited purposes.

**3.10 Purchase Orders.** Licensee may order additional production copies of RegScale Software and by submitting purchase orders which reference this Agreement. The terms of this Agreement will govern all such purchase orders; no additional or inconsistent term or condition in any such purchase order shall have any legal effect.

## **4. MAINTENANCE AND SUPPORT.**

**4.1 Maintenance and Support.** During the Term, RegScale will use commercially reasonable efforts to correct documented and reproducible defects in the then-current version of the RegScale Software that are reported to RegScale and that cause the RegScale Software not to operate in all material respects in accordance with the applicable Documentation ("**Maintenance**"). As part of the Maintenance, RegScale will update the RegScale Software with those Updates that RegScale, in its discretion, makes generally available to its general user base. All Updates shall be created in RegScale' sole discretion and may require additional terms and conditions governing such Update. All Updates, if and once provided to Licensee, shall be deemed part of the RegScale Software. Licensee acknowledges that Updates may modify the prior version of the RegScale Software in any manner and that RegScale may elect to discontinue providing Updates for particular versions of the RegScale Software. RegScale will also use commercially reasonable efforts to provide, during the Term, telephone, email and internet support to Authorized Users for the then-current version of the RegScale Software ("**Support**"). Support is limited to questions concerning RegScale Software installation, configuration, integration, and usage.

**4.2 Maintenance Limitations.** RegScale is not required to provide Maintenance or Support for problems attributable to: (a) any use that is a restricted use, pursuant to Section 2.6; (b) any factor outside of RegScale' control, including catastrophes, Licensee's or, as applicable, the Authorized User's negligence, operator error and environmental conditions; (c) any equipment, whether delivered by RegScale or not, or any component of the RegScale Software that is provided by a third party, or other software not supplied by RegScale; (d) any use of the RegScale Software in combination with other products, equipment, software, or data not supplied or specified in the Documentation or writing by RegScale; (e) use of the RegScale Software in a manner that violates this Agreement or does not conform to the Documentation; or (f) any use of any release of the RegScale Software other than the most current release made available by RegScale (collectively, the "**Exclusions**").

## **5. PROFESSIONAL SERVICES.**

**5.1 Professional Services.** Where the parties have agreed to RegScale' provision of Professional Services, the details of such Professional Services will be set out in a Quote or a mutually executed SOW. The Quote or SOW, as applicable, will include: (a) a description of the Professional Services; (b) the schedule for the performance of the Professional Services; and (c) the Fees applicable for the performance of the Professional Services. Each Quote or SOW, as applicable, will incorporate the terms and conditions of this Agreement. To the extent that a conflict arises between the terms and conditions of a Quote or SOW and the terms of this Agreement, the terms and conditions of this Agreement will

govern, except to the extent that the Quote or SOW, as applicable, expressly states that it supersedes specific language in the Agreement.

## 6. FEES AND PAYMENTS.

**6.1 License Fees.** In consideration for the licenses granted to Licensee hereunder and the performance of RegScale's obligations hereunder, Licensee will pay to RegScale, without offset or deduction, certain fees, as set forth on the applicable Quote, which fees will be due and payable within thirty (30) calendar days after an invoice is issued by RegScale with respect thereto, except as otherwise set forth on the applicable Quote.

**6.2 Other Fees and Required Payments.** In addition to the fees payable under Section 6.1, Licensee may be required to make certain additional payments under the terms of any Quote, SOW, or purchase order under this Agreement. Unless otherwise expressly provided in such Quote, SOW or purchase order, such payments will be due within thirty (30) calendar days after an invoice is issued by RegScale with respect thereto.

**6.3 True Up.** Within five business days of the end of each calendar quarter, Licensee shall report to RegScale the names of each client for whom Licensee uses the Software in connection with consulting services and shall accompany such report with the payment for each such client as set forth in the Quote.

**6.4 Licensee Operating Expenses.** As between the Parties, Licensee will bear all expenses incurred in performance of its obligations or exercise of its rights hereunder.

**6.5 Taxes.** All amounts payable hereunder will exclude all applicable sales, use and other taxes and all applicable export and import fees, customs duties and similar charges. Licensee will be responsible for payment of all such taxes (other than taxes based on 'RegScale' income), fees, duties and charges, and any related penalties and interest, arising from the payment of any fees hereunder, the grant of license rights hereunder, or the delivery of related services. Licensee will make all payments required hereunder to RegScale free and clear of, and without reduction for, any withholding taxes. Any such taxes imposed on any payments hereunder to RegScale will be Licensee's sole responsibility, and Licensee will, upon RegScale's request, provide RegScale with official receipts issued by the appropriate taxing authority, or such other evidence as RegScale may reasonably request, to establish that such taxes have been paid.

**6.6 Late Payments; Interest.** Any portion of any fee or other amount payable hereunder that is not paid when due will accrue interest at one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law, whichever is less, from the due date until paid.

**6.7 Auditing Rights and Required Records.** If any amounts payable under this Agreement (including under any Addendum) are not based upon a fixed sum ascertainable as of the Effective Date (or the effective date of the applicable Addendum), Licensee agrees to maintain complete and accurate records in accordance with generally accepted accounting principles during the Term and for a period of two (2) years after the termination or expiration of this Agreement with respect to matters necessary for accurately determining amounts due hereunder. RegScale will have the right, at its own expense, upon reasonable prior notice, periodically to inspect and audit the records of Licensee with respect to matters covered by this Agreement, provided that if such inspection and audit reveals that Licensee has underpaid RegScale with respect to any amounts due and payable during the period to which such inspection and audit relate, Licensee will promptly pay such amounts as are necessary to rectify such underpayment, together with interest in accordance with Section 6.6, and further provided that if the amount of such underpayment equals or exceeds five percent (5%) of the total amounts due and payable by Licensee during such period, Licensee will reimburse RegScale for the cost of such inspection and audit. Such inspection and auditing rights will extend throughout the Term and for a period of two (2) years after the termination of this Agreement.

## 7. CONFIDENTIALITY RIGHTS AND OBLIGATIONS.

**7.1 Ownership of Confidential Information.** Licensee acknowledges that during the performance of this Agreement, Licensee will have access to certain Confidential Information. Licensee agrees that all items of such Confidential Information are proprietary to RegScale and will remain the sole property of RegScale.

**7.2 Confidentiality Obligations.** Licensee agrees as follows: (i) to use the Confidential Information only for the purposes described herein; (ii) that Licensee will not reproduce the Confidential Information and will hold in confidence and protect the Confidential Information from dissemination to, and use by, any third party; (iii) that Licensee will not create any derivative works from the Confidential Information; (iv) Licensee will restrict access to the Confidential Information to Licensee's personnel, agents, and/or consultants, if any, who have a need to have access and who have been advised of and have agreed in writing to treat such information in accordance with the terms of this Agreement; and (v) to return or destroy, pursuant to Section 11.3, all Confidential Information upon termination or expiration of this Agreement.

**7.3 Confidentiality Exceptions.** Notwithstanding the foregoing, the provisions of Sections 7.1 and 7.2 will not apply to Confidential Information that (i) is publicly available or in the public domain at the time disclosed; (ii) is or becomes publicly available or enters the public domain through no fault of Licensee; (iii) is rightfully communicated to Licensee by persons not bound by confidentiality obligations with respect thereto; (iv) is already in Licensee's possession free of any confidentiality obligations with respect thereto at the time of disclosure; (v) is independently developed by Licensee; or (vi) is approved for release or disclosure by RegScale without restriction. Notwithstanding the foregoing, Licensee may disclose Confidential Information to the limited extent required in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that Licensee will first have given notice to RegScale and made every effort to obtain a protective order or assist RegScale in obtaining the same. Notwithstanding anything herein to the contrary, any party to this Agreement (and any employee, representative, or other agent of any party to this Agreement) may disclose to any and all persons, without limitation of any kind, the tax treatment and tax structure of the transactions contemplated by this Agreement and all materials of any kind (including opinions or other tax analyses) that are provided to it relating to such tax treatment and tax structure; provided however, that such disclosure may not be made to the extent reasonably necessary to comply with any applicable federal or state securities laws. For the purposes of the foregoing sentence, (i) the "tax treatment" of a transaction means the purported or claimed federal income tax treatment of the transaction, and (ii) the "tax structure" of a transaction means any fact that may be relevant to understanding the purported or claimed federal income tax treatment of the transaction.

## 8. WARRANTY AND DISCLAIMER.

**8.1 Warranty.** RegScale warrants that the RegScale Software, when used as permitted under this Agreement and in accordance with the Documentation, will operate substantially as described in the Documentation. The foregoing warranty shall not apply to any failure of the RegScale Software to operate as warranted or to any other problem if such failure or problem is due to an Exclusion. If the RegScale Software fails to conform to this warranty, Licensee shall notify RegScale in writing. Upon such notice, and as Licensee's sole and exclusive remedy for a breach of this warranty, (a) RegScale will use commercially reasonable efforts to modify the nonconforming RegScale Software such that it complies with the Documentation, and (b) if RegScale determines that after using commercially reasonable efforts it is unable to repair or replace the nonconforming RegScale Software as contemplated in clause (a), RegScale will terminate this Agreement with no liability to Licensee except that RegScale will refund to Licensee the license

fees paid hereunder prorated on a five (5) year straight line depreciation basis.

**8.2 Disclaimer.** EXCEPT FOR THE EXPRESS WARRANTY SET FORTH IN SECTION 8.1, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, REGSCALE DISCLAIMS ANY AND ALL PROMISES, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DATA ACCURACY, SYSTEM INTEGRATION, TITLE, NON-INFRINGEMENT AND/OR QUIET ENJOYMENT, AND THE REGSCALE SOFTWARE AND DOCUMENTATION ARE PROVIDED "AS IS". NO WARRANTY IS MADE BY REGSCALE ON THE BASIS OF TRADE USAGE, COURSE OF DEALING OR COURSE OF TRADE. REGSCALE DOES NOT WARRANT THAT THE REGSCALE SOFTWARE WILL MEET LICENSEE'S REQUIREMENTS OR THAT THE OPERATION OF THE REGSCALE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL ERRORS WILL BE CORRECTED. LICENSEE ACKNOWLEDGES THAT 'REGSCALE' OBLIGATIONS UNDER THIS AGREEMENT ARE FOR THE BENEFIT OF LICENSEE ONLY.

**8.3** Licensee represents and warrants to and agrees with RegScale that it shall not make any representations, warranties, conditions or guarantees to its clients with respect to the Software that are inconsistent with or in addition to those made by RegScale.

## **9. INDEMNIFICATION.**

**9.1 Indemnification of Licensee.** RegScale agrees to defend Licensee against any claim by any third party that the RegScale Software infringes or misappropriates, as applicable, such third party's U.S. patent rights issued as of the Effective Date, or such third party's copyrights or trade secret rights under applicable laws of any jurisdiction within the United States of America and to pay any costs and damages finally awarded by a court of competent jurisdiction or agreed upon in settlement. Notwithstanding the foregoing, RegScale will have no obligation hereunder if the alleged infringement arises out of (i) any use of the RegScale Software not in accordance with this Agreement or for purposes not intended by Licensor, (ii) any use of the RegScale Software in combination with other services, products, equipment, software, or data not supplied by Licensor, (iii) any use of any release of the RegScale Software other than the most current release made available to Licensee, or (iv) any modification of the RegScale Software by any person other than RegScale. If the RegScale Software becomes, or in 'RegScale opinion is likely to become, the subject of an infringement claim, RegScale may, at its option and expense, either (a) procure for Licensee the right to continue using the RegScale Software, (b) replace or modify the Licensed Software so that it becomes non-infringing, or (c) accept return of the RegScale Software and give Licensee a refund of the applicable license fees paid by Licensee hereunder prorated on a five (5) year straight line depreciation basis. This Section 9.1 sets forth 'RegScale' sole and exclusive obligation, and Licensee's sole and exclusive remedy, with respect to any claim by any party that the RegScale Software infringes any intellectual property rights in any jurisdiction.

**9.2 Licensee Indemnity.** Licensee shall indemnify, defend and hold harmless RegScale and RegScale's directors, officers, agents, and employees (collectively, the "RegScale Indemnified Parties") against all losses, damages, liabilities, costs, and expenses (including but not limited to attorneys' fees) resulting from any action, suit, claim, demand, or proceeding arising from any services provided by Licensee to its clients using the Software, except as otherwise subject to indemnification pursuant to Section 9.1 hereof. The foregoing shall not apply unless the RegScale Indemnified Parties (i) inform Licensee as soon as practicable of the applicable suit or action, (ii) allow Licensee to control the defense of such suit or action and any related negotiations or settlement, and (iii) cooperate with Licensee in such defense or settlement.

## **10. LIMITATION OF LIABILITY.**

**10.1 Limitation of Liability.** IN NO EVENT WILL REGSCALE BE LIABLE TO LICENSEE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM, INCLUDING LOST PROFITS, COSTS OF DELAY, ANY FAILURE OF DELIVERY, BUSINESS INTERRUPTION, COSTS OF LOST OR DAMAGED DATA OR DOCUMENTATION OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE, EVEN IF REGSCALE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION UPON DAMAGES AND CLAIMS IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE. THE CUMULATIVE LIABILITY OF REGSCALE TO LICENSEE FOR ALL CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT, INCLUDING ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT, OR STRICT LIABILITY, WILL NOT EXCEED THE TOTAL AMOUNT OF ALL FEES THEN-PAID TO REGSCALE BY LICENSEE UNDER SECTION 6.1 DURING THE TWELVE (12)-MONTH PERIOD IMMEDIATELY PRIOR TO THE EVENT, ACT OR OMISSION GIVING RISE TO SUCH LIABILITY. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND WILL NOT BE INCREASED IF THERE IS MORE THAN ONE CLAIM. THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

**10.2 Essential Basis.** The Parties acknowledge and agree that the disclaimers, exclusions and limitations of liability set forth in Section 8.2 and Section 10.1 form an essential basis of this Agreement, and that, absent any of such disclaimers, exclusions or limitations of liability, the terms of this Agreement, including the economic terms, would be substantially different.

## **11. TERM AND TERMINATION.**

**11.1 Term.** The term of this Agreement will commence on the Effective Date and will continue perpetually thereafter unless and until terminated in accordance with this Section 11 (the period during which this Agreement remains in effect, the "Term").

**11.2 Termination for Breach.** Either Party may, at its option, terminate this Agreement in the event of a material breach by the other Party. Such termination may be effected only through a written notice to the breaching Party, specifically identifying the breach or breaches on which such notice of termination is based. The breaching Party will have a right to cure such breach or breaches within thirty (30) days of receipt of such notice, and this Agreement will terminate in the event that such cure is not made within such thirty (30)-day period.

**11.3 Effect of Termination.** Upon any termination of this Agreement, Licensee (i) will immediately discontinue all use of the RegScale Software and Documentation, as well as any use of the Confidential Information; (ii) will delete any Confidential Information from Licensee's computer storage or any other media, including online and off-line libraries; (iii) will return to RegScale or, at 'RegScale' option, destroy, all copies of the Confidential Information then in Licensee's possession; and (iv) will promptly pay to RegScale all amounts due and remaining payable hereunder.

**11.4 Survival.** The provisions of Sections 1, 3.5, 3.8, 3.9, 6, 7, 8.2, 9, 10, 11.3, 11.4, and 12 will survive the termination of this Agreement for any reason.

## **12. GENERAL PROVISIONS.**

**12.1 Entire Agreement; Marketing.** This Agreement (consisting of the Cover Page, the License Terms and Conditions, any Exhibits thereto, and any Quotes or Statements of Work made pursuant to Section 5) sets forth the entire agreement and understanding between the Parties hereto with respect to the subject matter hereof and, except as specifically provided herein, supersedes and merges all prior oral and written agreements, discussions and understandings between the Parties with respect to

the subject matter hereof, and neither of the Parties will be bound by any conditions, inducements or representations other than as expressly provided for herein. Licensee grants to RegScale the right to list Licensee as a customer and use the Licensee's logo in a display of customers on its website and in other marketing materials.

**12.2 Independent Contractors.** In making and performing this Agreement, Licensee and RegScale act and will act at all times as independent contractors, and, except as expressly set forth herein, nothing contained in this Agreement will be construed or implied to create an agency, partnership or employer and employee relationship between them. Except as expressly set forth herein, at no time will either Party make commitments or incur any charges or expenses for, or in the name of, the other Party.

**12.3 Notices.** All notices required by or relating to this Agreement will be in writing and will be sent by means of (a) email, delivered to RegScale at [sales@regscale.com](mailto:sales@regscale.com) and, if to Licensee, to the email address set forth on the Cover Page; or (b) certified mail, postage prepaid, to the Parties to the Agreement and addressed, if to Licensee, as set forth on the Cover Page, or if to RegScale, as follows:

If to RegScale: RegScale, Inc.  
1775 Tysons Boulevard, 5<sup>th</sup> Floor  
Tysons, VA 22102  
Attention: Anil Karmel, CEO

or addressed to such other address as that Party may have given by written notice in accordance with this provision.

**12.4 Amendments; Modifications.** This Agreement may not be amended or modified except in a writing duly executed by an authorized executive officer of the Party against whom enforcement of such amendment or modification is sought.

**12.5 Assignment; Delegation.** Licensee will not assign any of its rights or delegate any of its duties hereunder without the prior written consent of an authorized executive officer of RegScale, and, absent such consent, any attempted assignment or delegation will be null, void and of no effect. RegScale may assign its rights or delegate its duties hereunder in whole or in part to any third party without Licensee's consent.

**12.6 No Third-Party Beneficiaries.** The Parties acknowledge that the covenants set forth in this Agreement are intended solely for the benefit of the Parties, their successors and permitted assigns. Nothing herein, whether express or implied, will confer upon any person or entity, other than the Parties, their successors and permitted assigns, any legal or equitable right whatsoever to enforce any provision of this Agreement.

**12.7 Severability.** If any provision of this Agreement is invalid or unenforceable for any reason in any jurisdiction, such provision will be construed to have been adjusted to the minimum extent necessary to cure such invalidity or unenforceability. The invalidity or unenforceability of one or more of the provisions contained in this

Agreement will not have the effect of rendering any such provision invalid or unenforceable in any other case, circumstance or jurisdiction, or of rendering any other provisions of this Agreement invalid or unenforceable whatsoever.

**12.8 Waiver.** No waiver under this Agreement will be valid or binding unless set forth in writing and duly executed by an authorized executive officer of the Party against whom enforcement of such waiver is sought. Any such waiver will constitute a waiver only with respect to the specific matter described therein and will in no way impair the rights of the Party granting such waiver in any other respect or at any other time. Any delay or forbearance by either Party in exercising any right hereunder will not be deemed a waiver of that right.

**12.9 Force Majeure.** Except with respect to payment obligations under this Agreement, if a Party is prevented or delayed in performance of its obligations hereunder as a result of circumstances beyond such Party's reasonable control, including war, terrorism, riot, fires, floods, epidemics, or failure of public utilities or public transportation systems, such failure or delay will not be deemed to constitute a material breach of this Agreement, but such obligation will remain in full force and effect, and will be performed or satisfied as soon as reasonably practicable after the termination of the relevant circumstances causing such failure or delay, provided that if such Party is prevented or delayed from performing for more than ninety (90) days, the other Party may terminate this Agreement upon thirty (30) days' written notice.

**12.10 Governing Law.** THIS AGREEMENT WILL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THEREOF OR TO THE UNITED NATIONS CONVENTION ON THE INTERNATIONAL SALE OF GOODS. FOR PURPOSES OF ALL CLAIMS BROUGHT UNDER THIS AGREEMENT, EACH OF THE PARTIES HEREBY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED WITHIN THE COMMONWEALTH OF VIRGINIA.

**12.11 U.S. Government End-Users.** Each of the components that constitute the RegScale Software and Documentation is a "commercial item" as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government end users acquire the RegScale Software with only those rights set forth herein.

**12.12 Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed will be deemed to be an original and all of which when taken together will constitute one Agreement.

**12.13 Headings.** The headings in this Agreement are inserted merely for the purpose of convenience and will not affect the meaning or interpretation of this Agreement. The word "including" means "including without limitation."

**REGSCALE, INC.**  
**EXHIBIT A TO THE REGSCALE MSSP TERMS AND CONDITIONS**  
**QUOTE**