

# IronCare & Managed Care Terms and Conditions

## Managed Services

These IronCare & Managed Care, Managed Services, Terms and Conditions represent the agreement (“Agreement”) that governs the delivery of IronCare Managed Services (herein referred to as the “IronCare Services” or the “Services”) from Iron Bow Technologies, LLC (“Iron Bow”).

**1. Related Documents.** This Agreement should be read in conjunction with, the following documents also posted at <https://ironbow.com/terms-conditions/>, linked below, or included with the applicable Iron Bow Quote (together, the “Supplemental Documents”):

- 1.1 The Applicable Service Description(s), including, but not limited to:
  - a) IronCare Unified Communications Manager (“UCM”), IronCare Unified Communications Manager for Government (“UCM-G”), and IronCare Hosted Collaboration Solution for Defense;
    - i. Cisco’s End User Terms of Service for Universal Cloud located at: [https://www.cisco.com/c/dam/en\\_us/about/doing\\_business/legal/docs/universal-cloud-agreement.pdf](https://www.cisco.com/c/dam/en_us/about/doing_business/legal/docs/universal-cloud-agreement.pdf)
    - ii. Cisco's WebEx Data Privacy Supplement located at: [https://www.webex.com/webex\\_mc\\_supp-text.html](https://www.webex.com/webex_mc_supp-text.html)
    - iii. Cisco’s Privacy Statement located at: <https://www.cisco.com/c/en/us/about/legal/privacy-full.html>
  - b) IronCare Partner Support Service (PSS);
  - c) IronCare Managed Network (Silver and Gold variants);
  - d) IronCare Managed Wireless (Silver and Gold variants);
  - e) IronCare Managed SD-WAN;
  - f) IronCare Managed Unified Communications; and
  - g) Service description or statement of work provided with the applicable Iron Bow Quote.

1.2 Iron Bow RMA Policy.

**2. Definitions.** All capitalized terms in this description have the meaning ascribed to them herein.

2.1. “Commercial Customer” means a business entity that procures or attempts to procure goods or services from Iron Bow for use on their own behalf.

2.2. “Managed Services” means the defined set of information technology services that Iron Bow is assuming responsibility for providing Customer hereunder in accordance with the applicable Service Description or statement of work.

2.3. “SLED and Government Customer” means any entity or agency of the United States Federal Government, a State, Territory, Local Government, military department, Government corporation, or independent establishment, the U.S. Postal Service, and any non-appropriated fund instrumentality under the jurisdiction of any such Governments or instrumentalities thereof, that procures or attempts to procure goods or services from Iron Bow.

2.4. “Subscription and/or Recurring Service” (“SRS”) is a subset of Managed Services and means a service that provides customer(s) with on-demand or ongoing access to Iron Bow services (including services provided or supplemented by Iron Bow’s third party service providers, vendors, suppliers, or partners) for a periodic fee for a set periodic term or terms (including renewal terms). Subscription and/or Recurring Services may include limited free trial subscriptions as provided by Iron Bow for the purposes it deems appropriate.

2.5. “Quote” means Iron Bow’s quote, proposal, statement of work, or similar final expression of Iron Bow’s offer to Customer for the Services.

**3. Parties.** This Agreement is entered into between Iron Bow and each (a) Customer who purchases the Services either directly from Iron Bow or through an Iron Bow Authorized Partner for their own use; or (b) an Iron Bow Authorized Partner (sometimes referred to herein as an “Authorized Partner”) who is registered and permitted by Iron Bow to obtain the Services for their Customers or for the Authorized Partner’s own internal end-use. In either case, the second party hereto is referred to as a “Customer” or “End User” herein. Customer shall incorporate Iron Bow’s or the applicable Authorized Partner’s Quote (that incorporates these Terms and Conditions) for Services into its purchase order, or if the Quote does not so incorporate these Terms and Conditions Customer shall incorporate these Terms and Conditions into its purchase order. Notwithstanding the foregoing, Customer’s purchase of the Services is Customer’s act of acceptance of this Agreement, and no further action or acknowledgement is required therefrom. Customer further understands that some products and services provided hereunder may be provided from, by, through, in conjunction with, or on behalf of Original Equipment Manufacturer’s or Services Providers (together sometimes referred to herein as “Suppliers”), however, while such Suppliers’ additional terms and conditions may apply, any such Suppliers are not parties to this Agreement.

**4. The Services.** The Services are those services which are:

4.1. More fully described and detailed in the Supplemental Documents, which set forth Iron Bow’s offering, eligibility requirements, service limitations and customer responsibilities. The Supplemental Documents can be found at <https://ironbow.com/terms-conditions/>, are otherwise linked herein, or were included with the applicable Iron Bow Quote; and

4.2. Either:

- a) Purchased simultaneously with the supported product; or
- b) Renewed prior to the end of an existing services contract coverage period. (“Renewal of the Services,” as more fully described below).

\* *Iron Bow reserves the right to refuse any renewal of the Services for any reason, at its sole and absolute discretion.*

**5. Prices and Taxes.** Customer shall pay in full and in advance for all of the Services and shall pay all applicable taxes upon purchase thereof. Iron Bow shall only (and shall only be obligated to) provide the Services as detailed in a purchase order for which Iron Bow has been paid the appropriate fee in full.

**6. Location.** Iron Bow shall invoice, and Customer agrees to pay, insured shipping charges associated with replacement units or equipment and return of failed units or equipment to any non-contiguous U.S. customer location if such charges are not covered by the applicable or purchased OEM warranty.

**7. Services Performance.** IronCare Services are performed using generally recognized commercial (and in some cases, industry specific) practices and standards. Customer agrees to provide prompt notice of any service concerns and Iron Bow may re-perform any service that failed to meet these standards in Iron Bow’s sole and absolute discretion. Iron Bow is not liable for the performance or non-performance of third party vendors, their products, or their services, which are not provided by or through Iron Bow.

**8. Intellectual Property Rights.** No transfer of ownership of any intellectual property will occur under this Agreement. Iron Bow retains all right, title and interest in and to all marks related to, processes, know-how and knowledge utilized in, and components of the Services, including all worldwide intellectual property and proprietary rights. All inventions, derivatives, discoveries, intellectual property, technical communications, and records originated or prepared pursuant to this Agreement, based on information obtained from Iron Bow, or based on the Services or any part thereof, regardless of the Party responsible for the creation or discovery thereof or improvement thereto, shall be Iron Bow’s exclusive property as if originally authored, created, conceived, modified or improved by Iron Bow. Customer agrees to, and shall, execute any document(s) or agreement(s) deemed necessary by Iron Bow to solidify and evidence Iron Bow’s right, title and interest therein, or to obtain any form of legal protection therefore. Customer grants Iron Bow a non-exclusive, perpetual, worldwide, royalty-free right and license to any intellectual property that is necessary for Iron Bow and its designees to perform the ordered services.

If Customer provides Iron Bow and/or its applicable Supplier(s) with any suggestions, ideas, feedback, reports, error identifications or other information related to the Services (collectively “feedback”), Customer hereby grants to Iron Bow and its Supplier(s), if applicable, a worldwide, perpetual, irrevocable, non-terminable right and license, including the right to grant and authorize sublicenses, to use and otherwise exploit feedback for any and all purposes.

Except as expressly set forth in this Agreement, Customer has no right to reproduce, copy, distribute, reverse engineer, decompile, decrypt, disassemble, modify, adapt, extract or translate, in whole or in part, the Services or products provided.

## **9. Confidentiality.**

9.1 Customer is responsible for the security of its proprietary and confidential information. Information exchanged under this Agreement will be treated as confidential only if clearly marked and identified as such at disclosure.

9.2 Each Party agrees not to use any Confidential Information (as defined herein) of the other Party except in performance of this Agreement and not to disclose such information to third parties (other than, as determined by the Receiving Party in good faith, those persons with a genuine “need to know” and who will similarly limit the use and disclosure of the information, such as attorneys, accountants, commercial and investment bankers, consultants, Board members and certain key employees). All information which the Disclosing Party considers confidential will be conspicuously marked or otherwise labeled “Confidential,” “Proprietary,” “Sensitive” or in another manner clearly indicating its confidential and/or proprietary nature or which, in the case of oral information, is specifically identified at the time of disclosure as being confidential, proprietary or sensitive; provided, however, such oral information will be reduced to writing and delivered to the Receiving Party within ten (10) days of oral disclosure. With respect to both Parties hereto, for purposes hereof, Confidential Information will not include any information that: (i) is now or becomes in the public domain through no breach of this Agreement; (ii) is in the possession of the Receiving Party as of the date of execution hereof and is not subject to nondisclosure obligations; (iii) is independently learned by the Receiving Party from a third party without breach of this Agreement; or (iv) is required by law or order of a court, administrative agency or other governmental body to be disclosed by the Receiving Party. Each Party acknowledges that the other Party will suffer irreparable injury as a result of any use, disclosure, or duplication of its Confidential Information by the other Party in violation of the provisions of this Section 8. Accordingly, either Party will be entitled in such event to seek preliminary and final injunctive relief in addition to any other applicable remedies, including the recovery of damages. The provisions of this Section 8 will survive the termination or expiration of this Agreement. Each Party will notify the other immediately upon learning of any unauthorized use, disclosure, or duplication of Confidential Information.

9.3 Either Party will have the right in its good faith discretion to make such public press releases, announcements or other communications as it reasonably believes are necessary to comply with applicable federal and state securities or other laws and the regulations promulgated by the National Association of Securities Dealers (“NASD”) and/or appropriate securities exchanges, as the case may be, but only to the extent of not divulging any proprietary or Confidential Information of the other Party.

**10. Personal Information.** Each party shall comply with their respective obligations under applicable data protection legislation. Iron Bow does not intend to have, and Customer shall not grant Iron Bow, access to personally identifiable information (“PII”), personal health information (“PHI”), or any similarly restricted and protected information of Customer or any third party (together referred to herein as “Customer Protected Information”). To the extent Iron Bow is granted or has access to Customer Protected Information stored on a system or device of Customer, such access will likely be incidental to Iron Bow’s primary function and Customer will remain the data controller of Customer Protected Information at all times. Iron Bow will use any Customer Protected Information to which it is granted or has access strictly for purposes of delivering the services ordered.

**11. Warranty and Disclaimers.** During the term of this Agreement, Iron Bow shall perform the Services and provide such associated products at the place of performance as set forth in the applicable Order. Customer agrees that it is the end user of the products and services supplied by Iron Bow and all rights, warranties, and representations applicable to such products and services, including those provided in any executed software licensing agreement, shall apply to Customer. IRON BOW AND ITS ASSIGNS MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH ANY PRODUCT FOR WHICH IRON BOW IS NOT THE ORIGINAL EQUIPMENT MANUFACTURER. When available, Iron Bow will provide Customer with Original Equipment Manufacturer warranties on a pass through basis, however Iron Bow does not accept any responsibility or liability whatsoever associated therewith. For products where Iron Bow is the Original Equipment Manufacturer (OEM), warranty provisions will be provided in an order document and nothing herein enhances or changes such warranties. For Iron Bow services, Iron Bow shall perform such services in a workmanlike manner consistent with applicable industry standards and in compliance with all applicable laws and regulations.

**12. Indemnification; Limitation of Liability.**

- 12.1 **Iron Bow's Indemnification Obligation.** Iron Bow shall, at its sole expense, indemnify, defend and hold harmless Customer from any and all damages, losses, costs and claims based upon: (i) an allegation that any of the Services supplied under this Agreement infringes or constitutes wrongful use of any patent, copyright, trademark, trade secret or other proprietary right of any third party; and/or (ii) any grossly negligent or intentionally wrongful act or omission by Iron Bow in the performance of any of the Services supplied under this Agreement, to the proportionate extent Iron Bow is found to be grossly negligent or to have acted intentionally wrongfully. However, Iron Bow shall only be obligated to indemnify, defend and hold harmless Customer pursuant to the foregoing in the event that Customer grants Iron Bow sole control of, and fully cooperates in, the defense and settlement of any such damages, losses, costs and claims. In the event that any of the Services supplied under this Agreement is found to infringe on any intellectual property right of any third-party, Iron Bow may, at its sole and absolute discretion: (a) modify the Services so as to be non-infringing and materially equivalent; (b) procure a license from the owner of the infringed intellectual property, at Iron Bow's sole and absolute discretion; or (c) refund to Customer the prorated balance of any pre-paid amount. The preceding sentence represents Customer's sole recourse and entitlement in the event any of the Services are found to infringe on any intellectual property right of any third-party, and Customer specifically and irrevocably waives its rights to pursue any other or additional damages or compensation of any kind.
- 12.2 **Customer's Indemnification Obligation.** Customer shall, at its sole expense, indemnify, defend and hold harmless Iron Bow and its subsidiaries, respective officers, directors, employees, agents, successors, subcontractors, suppliers and assigns, (collectively and individually, the "Indemnified Parties") from and against any and all claims, losses, damages, injury, liability, expenses of whatever form or nature and costs, including but not limited to reasonable attorneys' fees and court costs, resulting from, arising out of, or in any way connected with this Agreement, whether or not caused or contributed to by Iron Bow based upon: (i) Customer's use of the products covered by the Services or harm caused thereby; (ii) any negligence or alleged negligence or other tortious conduct on the part of Customer or Customer's agents, invitees, employees, contractors, subcontractors, officers, directors, and/or end users; (iii) an allegation that any of the Services or covered product, or portion thereof, infringes or constitutes wrongful use of any patent, copyright, trademark, trade secret or other proprietary right of any third party due to the manner in which Customer deployed, utilized, or combined the Services or covered product with other products, services, and/or software that was not approved by Iron Bow in writing; (iv) representations or statements about Iron Bow and/or any of its products or services not specifically authorized by Iron Bow herein or otherwise in writing; (v) alterations of a covered product, pre-configured security setting or other service element not clearly intended to be modified by Customer; and (vi) violation of any applicable law, regulation, or order; (vii) breach of any term or condition contained in this Agreement or any applicable



Supplemental Document; (viii) any and all regulatory fees that apply to the provision of services to Customers; (ix) Customer's breach of any data privacy and security obligations.

- 12.3 **Liability for Customer Protected Information.** Customer acknowledges that any grant of access or actual access to Customer Protected Information is an error and breach of this Agreement by Customer. Therefore, Customer shall remain responsible for the security of its proprietary and confidential information, including all Customer Protected Information, and shall at its sole expense, indemnify, defend and hold harmless Iron Bow and its subsidiaries, respective officers, directors, employees, agents, successors, subcontractors, suppliers and assigns, (collectively and individually, the "Indemnified Parties") from and against any and all claims, losses, damages, injury, liability, expenses of whatever form or nature and costs, including but not limited to reasonable attorneys' fees and court costs, resulting from, arising out of, or in any way connected with such a grant of access or actual access to Customer Protected Information, whether or not caused or contributed to by Iron Bow.
- 12.4 **Limitation of Liability.** IRON BOW'S AND ITS ASSIGNS' LIABILITY FOR ANY DIRECT LOSS OR DAMAGE ARISING OUT OF THIS AGREEMENT AND ANY ORDER SHALL BE LIMITED TO, AND SHALL UNDER NO CIRCUMSTANCES EXCEED, THE PRICE PAID BY CUSTOMER FOR THE SERVICES GIVING RISE TO THE CLAIM (EXCLUDING GROSS SALES TAX). UNDER NO CIRCUMSTANCES WILL IRON BOW OR ITS SUBSIDIARIES, INCLUDING IRON BOW'S AND ITS SUBSIDIARIES' RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS, ASSIGNS, SHAREHOLDERS, SUBCONTRACTORS OR LICENSORS, BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES, OR FOR THE LOSS OF PROFITS, REVENUE, TIME, OPPORTUNITY OR DATA, WHETHER IN AN ACTION IN CONTRACT, TORT, PRODUCT LIABILITY, STATUTE, EQUITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF THOSE DAMAGES. UNDER NO CIRCUMSTANCES WILL IRON BOW'S OR ITS SUBSIDIARIES', INCLUDING IRON BOW'S AND ITS SUBSIDIARIES' RESPECTIVE OFFICERS', DIRECTORS', EMPLOYEES', AGENTS', SUCCESSORS', ASSIGNS', SHAREHOLDERS', SUBCONTRACTORS', OR LICENSORS' CUMULATIVE LIABILITY EXCEED THE AMOUNT CUSTOMER PAID IRON BOW FOR THE SERVICES IN CONTROVERSY.
13. **Service Exclusions and Requirements.**
- 13.1 The Services do not cover any damage, failure, or service impacts caused by:
- a) Any service, software, or product not provided or managed by Iron Bow which impacts products or the Services (regardless of whether such service, software, or product is performing as intended by its manufacture, failing to function properly, or any functional limitations thereof);
  - b) Installation or operation of any covered product not in accordance with instructions supplied by Iron Bow;
  - c) Improper deployment, use, combination, site preparation, site conditions, environmental conditions, or any other factor not in compliance with the applicable Supplemental Documents, prerequisites, and/or Customer responsibilities;
  - d) Alterations, modifications, repair or maintenance not performed by Iron Bow;
  - e) Abnormal physical or electrical stress, abnormal environmental conditions, misuse, abuse, negligence, accident, fire or water damage, electrical disturbances, damage related to relocation or transport of the covered product, or any other cause beyond Iron Bow's reasonable control;
  - f) Any software not provided by Iron Bow or explicitly covered by the applicable IronCare service description and agreement; or
  - g) Malware (e.g. virus, worm, etc.) not introduced by Iron Bow.
- 13.2 The Services do not cover any of the following:
- a) Any product, software, or service provided or licensed for beta, evaluation, testing or demonstration purposes;
  - b) Any temporary software modules;

- c) Any product or software that Iron Bow expressly provides on an “As Is” basis;
- d) Any consumable parts or components such as batteries, protective coatings, etc., which are designed to diminish over time;
- e) Any software for which Iron Bow does not receive a license fee;
- f) Any product, device, service, or asset not specified as managed by Iron Bow in the applicable service description or statement of work;
- g) Any services to affect, related to, or necessitated by the relocation of any product(s), device(s), or asset(s); or
- h) Any services or redesign efforts to affect, related to, or necessitated by a change in the registration of any product(s), device(s), or asset(s).

13.3 To be eligible for Services coverage:

- a) Any and all equipment, hardware, or parts must be currently covered by an active and valid Original Equipment Manufacturer (“OEM”) warranty, or an equivalent third party warranty. Iron Bow reserves the right to determine if any particular third-party warranty is an OEM equivalent.

**14. Registration.** Customer shall provide the necessary information to register the product to be supported as soon as practicable after the purchase of the Services. In the event a covered product, with proactive monitoring as a component of the Services, changes location, to ensure continued and effective IronCare, Customer must notify Iron Bow of the relocation in writing at least ten (10) business days prior to said relocation, and Customer must further provide the necessary information requested by Iron Bow to make a proper adjustment to the registration. IRON BOW IS NOT OBLIGATED TO PROVIDE THE SERVICES IF CUSTOMER DOES NOT COMPLY AND COOPERATE WITH ITS OBLIGATIONS AS STATED HEREIN. The Services are nontransferable, and shall inure only to the benefit of the original purchaser thereof.

**15. Assignment.** Customer shall not, and may not, assign this Agreement, in whole or in part, or its rights or obligations hereunder, without Iron Bow’s prior express written consent. In the event of an unauthorized attempted or purported assignment of this Agreement by Customer, Iron Bow shall have an immediate right to terminate this Agreement without any liability whatsoever, and Customer nor its purported assignee shall have any right to continue the Services nor any refund related thereto. This Agreement may be executed and performed by Iron Bow affiliates or assignees.

**16. Renewal of the Services.** Iron Bow may, in its sole and absolute discretion, offer the option for Customer to purchase Renewal of the Services. Renewal of the Services must be purchased and registered prior to the expiration of the existing service contract. *Any attempt to purchase Renewal of the Services after the expiration of the existing service contract may be subject to a fee to inspect the subject product, at Iron Bow’s sole and absolute discretion. Iron Bow reserves the right to refuse any purchase of Renewal of the Services which Iron Bow determines would require inspection, for any or no reason, at its sole and absolute discretion, before or after inspection thereof.*

**17. Term and Termination.**

**17.1 Term.** This Agreement shall commence on the date of purchase of the subject service contract, or the date of expiration of the previous service contract in the event of a service contract renewal, and remain effective for the warranty, coverage, or service period specified in the Quote applicable thereto.

**17.2 Advance Termination.**

- a) **Managed Services.** Customer may terminate this Agreement, with or without cause, with respect to most Managed Services on thirty (30) days written notice to Iron Bow. If this Agreement is terminated with respect to Managed Services prior to the end of the then current term (or renewal term) hereof, in view of the impracticality and extreme difficulty of ascertaining actual damages and by mutual agreement of the Parties, Customer agrees to pay to Iron Bow, upon the effective date of such termination, an early termination fee equal to the total amount of all remaining

payments that would have become due for the terminated Managed Services through the end of the then current term (or renewal term) had an early termination not taken place.

- b) No Cancellation or Termination of SRS – Commercial Customers. No purchase order issued by any Commercial Customer in response or related to a Quote for any SRS offering(s), once received by Iron Bow, may be cancelled, terminated, or varied, nor may any SRS offering quantities, durations, values or terms be reduced by any Commercial Customer without the prior written approval of the Chief Financial Officer or General Counsel of Iron Bow (which may be granted or withheld in Iron Bow’s sole and absolute discretion), except as and to the extent such a cancelation, termination or variation is for Cause, as defined below. Any purchase order issued in response or related to a Quote for any SRS offering(s) shall be for the total contract value, and the Customer shall be obligated to pay for the entire period of performance/term of the SRS offering(s) as quoted, including all option or renewal terms, even in the event that funding is obligated in an amount less than the total contract value. Customer shall ensure that any cancellation, termination, funding, or related terms and conditions contained in, or applicable to, any order are in conformance with the foregoing statements.

- c) Cancellation or Termination of SRS – SLED and Government Customers. The following provisions apply to all SLED and Government Customers:

The pricing reflected in all Quotes is contingent and based upon the assumption that, under the terms and conditions of any award or purchase order issued in response or related to the Quote, Customer will not be permitted to cancel, terminate, or vary, nor reduce any quantities, durations or terms of any SRS offering(s) without the prior written approval of the Chief Financial Officer or General Counsel of Iron Bow (which approval may be granted or withheld in Iron Bow’s sole and absolute discretion), except as and to the extent such a cancelation, termination or variation is for Cause, as defined below. The Quotes are further contingent and based upon the assumption that any purchase order issued in response or related to a Quote for any SRS offering(s) shall be fully funded, and the Customer shall be obligated to pay for the entire period of performance/term of the SRS offering(s) as quoted, including all option or renewal terms.

In the event any applicable law, regulation, or mandatory agency policy requires that the terms and conditions of any award or purchase order issued in response or related to a Quote permit Customer to cancel, terminate, vary, or reduce any quantities, durations, or terms of any SRS offering(s) in contravention of the above stated contingencies and assumptions, then the following terms shall apply to the Quote:

- i. The pricing reflected in the Quote shall be subject to change and adjustment by Iron Bow to account for then-current financing rates and charges to address certain obligation risks associated with such termination requirements placed on Iron Bow by the agency/Customer; and
- ii. The following terms must be incorporated into any resulting award or order:
  1. The Customer affirms that the equipment, software, services, and/or solutions described in the Quote (collectively the “Product”) will be essential to Customer for the full term (including all option or renewal terms quoted). The Customer may, upon at least sixty (60) days’ advance written notice which includes formal documentation evidencing a Non-Appropriation event, elect to not-renew or terminate the contract in whole but not in part, but only for Non-Appropriation (as defined below) or for Cause (as defined below).
    - a. For the purposes of this Section 17.2, a “Non-Appropriation” means (a) sufficient funds were not appropriated and budgeted by the Customer or will not otherwise be available to continue such payments for the Product(s), and (b) Customer has exhausted all funds legally available for payment of the Product(s) beyond the current annual term period.
  2. In the event Customer terminates or fails to renew for any reason, Customer agrees not to replace the Product(s) with functionally similar equipment, software, services, and/or solutions or to revert to the use of any other equipment, software, services, and/or solutions to perform the functions performed by the Product(s) during the greater period of: (a) the total

specified contract term, including all option or renewal terms, or (b) one hundred twenty (120) days following such termination.

3. Upon any termination or expiration of this contract, Customer will cease using the Products and within 30 days after such termination or expiration, return the Products to Iron Bow in the same condition as when delivered, ordinary wear and tear excepted. In the event of any damage to any such Products or equipment (reasonable wear and tear excepted) prior to the return of same to Iron Bow's possession, Customer shall be liable for the repair or replacement thereof.
4. If software is included in the Quote:
  - a. Upon the commencement date of the term, the Customer shall have an encumbered license to use the software for the term. The Customer's encumbered license rights in the software will be subject to the same rights as provided to a purchaser of a license under the terms of this contract except that the Customer will not have an unencumbered, paid-up license until it has made all payments for the full term.
  - b. After the date of expiration, non-renewal or termination of the contract, the Customer shall certify in writing that it has deleted or disabled all files and copies of the software from the devices on which it was installed and is no longer in use by Customer.

**17.3. Termination for Cause.** Iron Bow shall have the right to terminate this Agreement immediately, and without any liability whatsoever to Customer or any third party, in the event that Customer (i) breaches any material term hereof or fails to perform or observe any condition of this Agreement (in Iron Bow's sole discretion); (ii) fails to make timely payment on any order for the Services; (iii) fails to fulfill its obligations and responsibilities hereunder (including under any Supplemental Document) which adversely affects Iron Bow or its ability to provide the Services in its normal course and pursuant to its standard practices; (iv) becomes insolvent; or (v) has a receiver or other similar officer appointed. Failure by Iron Bow to take such action, immediately or otherwise, shall not constitute a waiver of said right or any other right Iron Bow may have through contract, law or otherwise.

Customer may terminate this Agreement or any Service hereunder only for Cause. Cause means (i) an intentional act of fraud or any other material violation of law by Iron Bow that occurs during or in the course of Iron Bow's performance of the Services and has a material impact on Customer or the Services; (ii) Iron Bow's intentional damage to Customer assets; (iii) Iron Bow's intentional disclosure of Customer's Confidential Information contrary to the provisions hereof; (iv) Iron Bow's material and substantial breach of this Agreement; (v) Iron Bow's willful and continued failure to substantially perform its duties and responsibilities for Customer (other than as a result of a force majeure event, or if such failure is caused by Customer in any way and to any degree).

**17.4. Effect of Termination.** Under no circumstances shall Customer be entitled to any refund due to a termination of this Agreement pursuant to this Section 17. Upon the effective date of any proper termination pursuant to this Section 17, Iron Bow's obligation to provide any and all services hereunder shall cease without any further or additional liability or obligation on Iron Bow's behalf.

**18. One Year Limitation; Discrepancies.** Customer may not bring a claim or action regardless of form, arising out of or related to this Agreement, including any claim of fraud or misrepresentation, more than one (1) year after the expiration of the term of any of the Services at issue, or more than one (1) year after any such cause of action accrues, whichever is earlier. In addition, Customer agrees to bring any administrative discrepancies, including but not limited to, invoice errors, shipment discrepancies and return variances, to Iron Bow's attention in writing within ten (10) days from the date of the incident's occurrence (e.g. invoice date, receipt of good, provision of service, etc.). Customer's failure to raise an administrative discrepancy (with appropriate supporting documentation) within this period will result in the waiver of Customer's right to dispute the incident at a future date.



**19. Force Majeure.** Neither Customer nor Iron Bow shall be liable for any delay in delivery, or delay in the performance of other acts required hereunder (except an obligation to make payment), when resulting from causes wholly beyond the reasonable control of either Party. Such causes shall include, but not be limited to: acts of God, acts of government, wars, revolutions, civil disturbances, strikes, floods, fire, epidemics, pandemics, labor disputes or shortages, utility curtailments, power failures, explosions, shortages of equipment or supplies, wrongful acts or omissions of third parties, perils of the sea or other interruption of transportation, and similar situations and circumstances. Notice to this effect ("Notice of Force Majeure") shall be given in writing or by facsimile, or e-mail confirmed in writing as soon as reasonably possible to the other Party. The existence of such causes of delay shall justify the suspension of performance hereunder by either Party and shall extend the time for such performance for a period equal to the period of delay; provided however, that if such period of delay shall exceed 60 days from the receipt of Notice of Force Majeure, either Party shall have the right to cancel this Agreement without liability.

**20. Notices.** All notice, requests or other written communications required, permitted or otherwise given or sent pursuant or in relation to this Agreement, shall be deemed given if mailed first class, postage paid, or sent by electronic mail or facsimile, and if addressed or sent as follows:

**20.1 In the Case of Customer:** To the address, electronic mail address, or facsimile number provided to Iron Bow by Customer at the time of purchase, upon registration, or the most recent written notice of change of contact information, whether or not still valid.

**20.2 In the Case of Iron Bow:** To - Iron Bow Technologies, LLC  
2303 Dulles Station Boulevard, Suite 400  
Herndon, Virginia 20171  
Attn: Contracts/Legal

**21. Severability.** Each sentence, clause, paragraph and provision of this Agreement is entirely independent and severable from every other sentence, clause, paragraph and provision. If any judicial authority or state or federal regulatory agency or authority determines that any portion of this Agreement is invalid or unenforceable or unlawful, such determination will affect only the specific portion determined to be invalid or unenforceable or unlawful and will not affect any other portion of this Agreement which will remain and continue in full force and effect. In all other respects, all provisions of this Agreement will be interpreted in a manner which favors their validity and enforceability and which gives effect to the substantive intent of the parties.

**22. Survival.** All provisions of this Agreement which are, by their nature, intended to survive the expiration or termination of this Agreement will survive such expiration or termination.

**23. Governing Law and Disputes.** This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of Virginia, without regard to the conflicts of law principles thereof. With the exception of a disagreement about whether any specific service, product, or function is included within the scope of a Service (in which case, Iron Bow's reasonable determination shall be final, binding and conclusive on the Parties), all claims, disputes, demands, controversies and differences that may arise between the Parties to this Agreement shall be settled first, by negotiating promptly with each other in good faith. These negotiations shall commence upon the written request of either Party and shall be conducted by the designated representative of each Party. Nothing in this agreement and/or this section shall be construed to relieve a Party of the obligation to continue to pay invoices that are due and owing. If the Parties are unable to resolve the dispute between them within thirty (30) days (or within such longer period as the Parties may otherwise mutually agree) through these negotiations, then the Parties agree to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules before resorting to arbitration, litigation, or some other dispute resolution procedure. If the Parties are unable to resolve the dispute between them within thirty (30) days (or within such longer period as the Parties may otherwise mutually agree) through said mediation, either Party may resort to the judicial process or request another form of alternative dispute resolution to pursue its claims. Any such action shall be exclusively in the Federal Courts situated in Alexandria, Virginia. Each Party will bear its own attorney's fees and other costs associated with negotiation, mediation and arbitration provided for in this section. If court proceedings to stay litigation or compel mediation are necessary, the Party who

unsuccessfully opposes such proceedings will pay all associated costs, expenses and attorney's fees, which are reasonably incurred by the other Party. If any legal action or other proceedings is brought to enforce the provisions of this Agreement, the prevailing Party shall be entitled to recover reasonable attorney's fees and other costs incurred in such action or proceeding, in addition to any other relief to which the prevailing Party may be entitled. Each Party expressly consents and agrees to subject itself to the jurisdiction of the above identified Courts for purposes of determining any and all rights or obligations under this Agreement. Each Party expressly (a) waives any and all rights to bring any suit, action or other proceeding in or before any Court or tribunal other than the Courts described above, and (b) waives any and all objections it may have to venue in the aforementioned Courts, including, without limitation, the inconvenience of such forum, in any of such said Courts.

**24. Entire Agreement.** This Agreement (together with the Supplemental Documents) contains the entire agreement between the Parties concerning the subject matter of this Agreement (i.e. the Services), and supersedes all prior agreements, arrangements, understandings, letters of intent, conversations, and negotiations, whether oral or written, with respect to the subject matter hereof. The Parties stipulate that there are no representations with respect to the subject matter of this Agreement except those representations specifically set forth in this Agreement and the Supplemental Documents. In the event of a conflict between this Agreement and the Supplemental Documents this Agreement shall take precedence as to terms and conditions of a legal nature, and the Supplemental Documents shall take precedence as to service level obligations, Customer obligations and responsibilities, matters of a distinctly similar nature thereto, and any issue or matter which any Supplemental Document specifically states it takes precedence over this Agreement in relation to. The Parties specifically agree that in cases of ambiguity in the construction of this Agreement there shall be no presumption against either Party as the "drafter" of this Agreement. Unless expressly agreed upon in writing, and signed by Iron Bow's Chief Financial Officer, Director of Contracts, or General Counsel, any and all additional language, terms and/or conditions provided on any order forms or other documents from Customer are hereby preemptively expressly rejected and shall not apply. This Agreement may not be changed orally; it may only be amended or modified in writing, and any such amendment or modification must be acknowledged in writing by the Party against whom enforcement of any waiver, change, modification or discharge is sought.