<table>
<thead>
<tr>
<th><strong>Actionable Intelligence Technologies, Inc.</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>105 Executive Drive, Suite 200</td>
</tr>
<tr>
<td>Dulles, VA 20166</td>
</tr>
<tr>
<td>Phone: 202-558-6569</td>
</tr>
<tr>
<td>Fax: 800-214-6364</td>
</tr>
<tr>
<td>Internet Address: <a href="http://www.aitcfis.com">www.aitcfis.com</a></td>
</tr>
</tbody>
</table>

**CONTRACT NUMBER:** GS-35F-502AA

**PERIOD COVERED BY CONTRACT:**
August 16, 2013 through August 15, 2023

**BUSINESS SIZE:**
Small Business

Pricelist current through modification PO-0042 (effective June 27, 2022)

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage®, a menu-driven database system. The INTERNET address GSA Advantage® is: GSAAdvantage.gov. For more information on ordering from Federal Supply Schedules go to the GSA Schedules page at GSA.gov
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<th>TABLE OF CONTENTS</th>
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CUSTOMER INFORMATION

1a. AUTHORIZED SPECIAL ITEM NUMBERS (SINs):

<table>
<thead>
<tr>
<th>SIN</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>511210</td>
<td>Software Licenses</td>
</tr>
<tr>
<td>OLM</td>
<td>Order-Level Materials (OLM)</td>
</tr>
</tbody>
</table>

1b. Lowest Priced Model Number and Price for each SIN: See Price List

1c. SERVICES OFFERED: See Price List

2. MAXIMUM ORDER PER SIN:

<table>
<thead>
<tr>
<th>SIN</th>
<th>MAXIMUM ORDER</th>
</tr>
</thead>
<tbody>
<tr>
<td>511210</td>
<td>$500,000 per SIN/Order</td>
</tr>
<tr>
<td>OLM</td>
<td>$100,000 per SIN/Order</td>
</tr>
</tbody>
</table>

3. MINIMUM ORDER LIMITATION: $100

4. GEOGRAPHIC COVERAGE (DELIVERY AREA): Domestic delivery is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. Territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

5. POINT OF PRODUCTION: United States

6. BASIC DISCOUNT: Prices listed are net, discounts have been deducted and the industrial funding fee has been added.

7. QUANTITY DISCOUNT: License quantity options are delineated in the GSA pricing section

8. PROMPT PAYMENT TERMS: 0% - 30 days, 0.5% - 10 days

9. FOREIGN ITEMS: None

10a. TIME OF DELIVERY: 2 Days ARO

10b. EXPEDITED DELIVERY: Contact Contractor

10c. OVERNIGHT AND 2-DAY DELIVERY: Contact Contractor

10d. URGENT REQUIREMENTS: Contact Contractor

11. F.O.B. POINT: Destination

12a. ORDERING ADDRESS: Actionable Intelligence Technologies, Inc.
105 Executive Drive, Suite 200
Dulles, VA 20166

12b. ORDERING PROCEDURES: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA’s) are found in Federal Acquisition Regulation (FAR) 8.405-3.

13. PAYMENT ADDRESS: Same as Ordering Address

14. WARRANTY PROVISION: Standard Commercial Warranty
15. EXPORT PACKING CHARGES: Not Applicable
16. TERMS AND CONDITIONS OF RENTAL: Not Applicable
17. TERMS AND CONDITIONS OF INSTALLATION: Not Applicable
18a. TERMS AND CONDITIONS OF REPAIR PARTS: Not Applicable
18b. TERMS AND CONDITIONS FOR ANY OTHER SERVICES: Not Applicable
19. LIST OF SERVICE AND DISTRIBUTION POINTS: Not Applicable
20. LIST OF PARTICIPATING DEALERS: Not Applicable
21. PREVENTIVE MAINTENANCE: Not Applicable
22a. SPECIAL ATTRIBUTES: Not Applicable
22b. SECTION 508 COMPLIANCE INFORMATION: Not Applicable
23. Unique Entity Identifier (UEI) number: HE2XUDJRGV21
24. CONTRACTOR HAS REGISTERED IN THE SYSTEM FOR AWARD MANAGEMENT (SAM) DATABASE.
1. INSPECTION/ACCEPTANCE
The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any software that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming software at no increase in contract price. The ordering activity must exercise its post acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software.

2. END USER LICENSE AGREEMENTS (EULA) / TERMS OF SERVICE (TOS) AGREEMENT REQUIREMENTS
The Contractor has provided all Enterprise User License Agreements in an editable format.

3. GUARANTEE/WARRANTY

a. Unless specified otherwise in this contract, the Contractor’s standard commercial guarantee/warranty as stated in the contract’s commercial pricelist will apply to this contract.

Limited Warranty
1. Goods and Equipment - AIT warrants that its Goods and Equipment meet AIT’s specifications at the time of shipment. All warranty claims on Goods and Equipment must be made in writing within thirty (30) days of receipt.

2. Services - AIT warrants that its Services will be carried out with reasonable care and skill. All warranty claims on Services must be made in writing within sixty (60) days after the completion of the Services.

3. Software Products - AIT warrants that, for a period of ninety (90) days from the date of delivery, its Software Products will perform in all material respects in accordance with the accompanying user manual, and the media on which the Software Product resides will be free from defects in materials and workmanship under normal use. AIT does not warrant that the functions contained in the Software Product will meet the Customer's requirements, or that the operation of the Software Product will be error free or uninterrupted. All warranty claims on Software Products must be made in writing within ninety (90) days of receipt.

4. All other warranties, representations, terms and conditions (statutory, express, implied or otherwise) as to quality, condition, description, merchantability or fitness for purpose (except for the implied warranty of title) are hereby expressly excluded.

b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

4. TECHNICAL SERVICES
The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number 202-558-6569 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 8am to 5pm EST.
5. SOFTWARE MAINTENANCE
a. Software maintenance as it is defined:
Software Maintenance as a Product (SIN 511210)

Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that are included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user’s self diagnostics.

Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service.

Software Maintenance as a product is billed at the time of purchase.

b. Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

6. UTILIZATION LIMITATIONS - (SIN 511210)
a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.
b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:
(1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.
(2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.
(3) Except as is provided in paragraph 8.b(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.
(4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of Disaster Recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.
(5) "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only
governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

7. SOFTWARE CONVERSIONS - (SIN 511210)
Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as the result of a change in operating system, or from one computer system to another. Under a perpetual license (511210), the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version.

8. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY
The Contractor shall include, in the schedule pricelist, a complete description of each software product and a list of equipment on which the software can be used. Also, included shall be a brief, introductory explanation of the modules and documentation which are offered.

9. RIGHT-TO-COPY PRICING
The Contractor shall insert the discounted pricing for right-to-copy licenses.

Licensee shall not, and shall not permit any users to, copy or otherwise reproduce, reverse engineer, decompile, or permit any third party to use, copy or otherwise reproduce, reverse engineer or decompile all or any part of the Licensed Software (including, without limitation, any user manuals) except as expressly authorized herein. Except as, to the extent and in the manner, expressly authorized by this Agreement, Licensee shall not (a) make alterations to or modify the Licensed Software; (b) grant sub-licenses, leases or other rights in or to the Licensed Software or any part of it (other than expressly permitted herein); or (c) make any use of the Licensed Software, user manuals, or other documentation.
SOFTWARE LICENSE AGREEMENT

THIS SOFTWARE LICENSE AGREEMENT ("Agreement") is entered into on ________, ___, 20__ ("Effective Date") by and between Actionable Intelligence Technologies, Inc., a Virginia corporation having offices located at 105 Executive Drive, Suite 200, Dulles, VA 20166 ("Licensor") and ______________, a corporation/government agency/entity having offices located at ____________________________ ("Licensee").

In consideration of the representations and agreements contained herein, the parties hereby covenant and agree as follows:

1. DEFINITIONS

1.1 "Confidential Information" shall have the meaning set forth in Section 8.2 ("Licensor's Responsibilities") of this Agreement.

1.2 "Licensed Software" means Licensor’s proprietary software product known as “Comprehensive Financial Investigative Solution” or “CFIS.”

1.3 "License Term” shall have the meaning set forth in Section Error! Reference source not found. ("License Term") of this Agreement.

1.4 "Licensee Hardware” means the hardware as may be supplied and operated by Licensee with sufficient capability and functionality to meet the minimum requirements for installing and using the Licensed Software.

1.5 "IDA” means an addition to or revised version of the Licensed Software delivered by Licensor which allows processing of financial statements for bank, brokerage, credit card, wire transfer, ACH and other formats from financial institutions not currently in the Licensee’s database, as further described in Exhibit A of this Agreement.

1.6 “Maintenance, Support, Upgrade Assurance & IDA Library Subscription Fees” means the fees, as set forth in Exhibit A of this Agreement, to be paid by Licensee to Licensor for the license granted herein and for Licensor’s provision of the Maintenance & Support Services, as set forth in Exhibit A of this Agreement, and as may be adjusted from time to time by Licensor.

2. GRANT OF LICENSE

2.1 Software License. Subject to payment of the applicable fees as set forth in Section 3 below, Licensor hereby grants to Licensee, and Licensee hereby accepts from Licensor, a limited, non-exclusive, non-transferable license to use the Licensed Software.

2.2 No Other Rights. Licensee’s rights with respect to the Licensed Software are at all times and in all respects subject to the terms and conditions of this Agreement. Except as otherwise set forth herein, Licensee may use the Licensed Software only during the License Term, and only so long as Licensee continues to pay the required Support Fees when due and is not otherwise in default under this Agreement. The Licensed Software is proprietary to Licensor and a trade secret of Licensor, and this Agreement grants Licensee no title or rights of ownership in the Licensed Software.
2.3 License Term. Unless agreed otherwise, the License Term for the Licensed Software shall commence on the Date of Installation (Effective Date) and shall continue for a period of one (1) year after the Date of Installation. The Licensee acknowledges and agrees that upon expiration or termination of the License Term for any reason (except termination for cause by Licensor), Licensee may either (i) renew this Agreement for an additional term by paying the required license fee for such additional term, or (ii) have the right, for an additional one-time period of sixty (60) days, to continue to use a read-only version of the License Software solely for the limited purpose of viewing, backing up and exporting data and images previously input using the Licensed Software, at the end of which Licensee’s right to use the Licensed Software for any purpose shall terminate. LICENSEE SHALL BE SOLELY RESPONSIBLE FOR ALL BACKUP AND PROTECTION OF ANY DATA AND INFORMATION THAT MAY BE LOST THROUGH SUCH AUTOMATIC CESSATION OF THE LICENSED SOFTWARE OR OTHERWISE FOLLOWING SUCH EXPIRATION OR TERMINATION.

2.4 License Exclusions.

2.4.1 Restrictions. Licensee shall not, and shall not permit any users to, copy or otherwise reproduce, reverse engineer, decompile, or permit any third party to use, copy or otherwise reproduce, reverse engineer or decompile all or any part of the Licensed Software (including, without limitation, any user manuals), except as expressly authorized herein. Except as, to the extent and in the manner, expressly authorized by this Agreement, Licensee shall not: (a) make alterations to or modify the Licensed Software; (b) grant sub-licenses, leases or other rights in or to the Licensed Software or any part of the Licensed Software; or (c) make any use of the Licensed Software, user manuals, or other documentation other than pursuant and subject to the express terms of this Agreement. Licensee may only install and use one copy of the Licensed Software per instance, per computer. Licensee acknowledges and agrees that: (i) if the Licensed Software is deployed in a virtual (e.g. VMware, Inc. products, Microsoft® Hyper-V, Microsoft® Virtual PC, Citrix® XenApp, etc.) software environment, a physical licensing device, e.g. licensing appliance or hardware dongle or similar shall be required to host license(s); (ii) in such case, unless agreed otherwise in writing by the parties, Licensee shall be responsible for obtaining, installing and maintaining such device; (iii) unless expressly agreed otherwise in writing by Licensor, at no time may the same serial number be activated or used (i.e. validated and approved by Licensor for use on particular hardware and software) on multiple machines, either hardware or virtual and (iv) an SQL server may not be installed on a C FIS virtual client station, but only on a dedicated bare metal or virtual computer.

2.4.2 No Other Rights. Except for the rights specifically granted herein, Licensee is granted no other rights in or to the Licensed Software or any part of the Licensed Software. All rights to the Licensed Software and to any modifications or adaptations thereof, including, but not limited to, intellectual property rights, trade secrets, patents, trademarks, and copyrights are and shall remain the sole and exclusive property of Licensor.

3. PAYMENT AND TAXES

3.1 Integration and Implementation Fees. In consideration of any integration or implementation services provided by Licensor hereunder, as set forth in a separate statement of work to be agreed upon and signed by the parties, Licensee shall pay to Licensor the fees described in such statement of work for such services.

3.2 Licensed Software and Support Fees. In consideration of the license granted in Section 2, Licensee shall pay to Licensor the corresponding license fee as set forth in Exhibit A of this Agreement, pursuant to the terms set forth therein. Additionally, Licensee shall pay the associated Maintenance, Support and Upgrade Assurance & IDA Library Subscription Fee in the amount specified, and subject to the terms set forth in, Exhibit A of this Agreement.
3.3 Taxes. To the extent applicable, sales, use, excise, value-added, service, consumption, and other similar taxes shall be an additional obligation of the Licensee to be collected by Licensor in addition to the amounts payable to Licensor under this Agreement. Licensor shall state separately on its invoice’s taxes excluded from the fees, and the Customer agrees either to pay the amount of the taxes (based on the current value of the equipment) to the contractor or provide evidence necessary to sustain an exemption, in accordance with FAR 52.229-1 and FAR 52.229-3.

3.4 Late Payments. Licensee shall pay late interests in accordance with the Prompt Payment Act (31 USC 3901 et seq) and Treasury regulations at 5 CFR 1315.

4. SUPPORT AND OTHER SERVICES

4.1 Support and Maintenance Services. Licensor shall provide to Licensee those support, maintenance and IDA-related services as specified in Exhibit A of this Agreement, pursuant to the terms set forth therein.

4.2 Other Services. All other services, including, without limitation, system implementation, installation, customization and training services, as may be agreed upon between the parties, shall be described in a separate statement of work to be agreed upon and signed by the parties, pursuant to Licensor professional services terms and conditions, which shall be incorporated into and made a part of the statement of work and ordered separately.

4.3 Required Licensee Hardware. To the extent applicable, Licensor has identified to Licensee, in Exhibit A of this Agreement, the minimum hardware which Licensee is required, at Licensee’s expense, to install and make operational the Licensed Software. Licensee shall provide the Licensee Hardware on or before the commencement of the term hereof. Licensor may, if agreed to in writing by the parties, provide some or all such Licensee Hardware to Licensee for use hereunder, and Licensee shall reimburse Licensor, promptly upon demand therefore, for such Licensee Hardware.

5. WARRANTY

5.1 Licensed Software Warranty. Subject to payment of the applicable Support Fees, Licensor warrants to Licensee that the Licensed Software will perform substantially in accordance with Licensor’s Financial Investigation System CFIS 8.0 Data Sheet for a period of six (6) months from delivery of the Licensed Software, pursuant to the delivery method agreed upon by the parties and specified in Exhibit A of this Agreement. Licensee’s sole and exclusive remedy for any breach of the warranty described in this Section will be, in the discretion of Licensor, the repair or replacement of the Licensed Software.

5.2 No Warranty for Security. Licensee acknowledges and agrees that Licensee assumes sole control and responsibility for the security of the Licensed Software and any related hardware or other system. Licensee acknowledges and agrees that LICENSOR SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY BREACH OF SECURITY OF THE LICENSED SOFTWARE OR RELATED SYSTEM.

5.3 No Other Warranties. THE WARRANTIES AND REPRESENTATIONS STATED WITHIN THIS AGREEMENT ARE EXCLUSIVE, AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

6. INDEMNIFICATION.

6.1 Licensor Indemnification.
6.1.1 Proprietary Rights Indemnification Obligation. Except as is excluded in Section 6.1.2, Licensor hereby agrees to defend and pay any damages awarded in a final judgment against Licensee, its officers, directors and employees (each, an “Indemnified Party” and collectively the “Indemnified Parties”) against any loss or damage arising out of or resulting from any claim, action or demand (collectively, a “Claim”) from a third party alleging that the use of the Licensed Software infringes any copyright of a third party under United States law. Upon notice of a Claim or if, in Licensor’s opinion, such a Claim is likely, Licensor shall have the right, at its option, to satisfy its obligation of indemnification under this Section by: (i) replacing or modifying the Licensed Software with software which is functionally equivalent and noninfringing, (ii) obtaining a license for Licensee to continue the use of the Licensed Software, or (iii) accepting the return of the Licensed Software and returning the fee paid by Licensee therefor.

6.1.2 Limitations. Licensor will have no obligation hereunder for any Claim which arise out of or result from: (i) the Indemnified Party’s use of the Licensed Software in a combination with materials or products not supplied by Licensor or in a manner not otherwise agreed upon or contemplated under this Agreement, or (ii) the modification or attempted modification of the Licensed Software by parties other than Licensor or the use of such modified Licensed Software.

6.2 Process.

6.2.1 Notice to the Licensor. In the event that any claim, action or demand is made against the Licensee, the Licensee will promptly upon becoming aware of any such claim, demand or suit, notify Licensor (in the case of Section 6.1), in writing as to the nature and particulars of the same and will promptly furnish the Licensor with copies of any and all documents (inclusive of all correspondence and pleadings other than attorney-client communications) pertaining thereto. The Licensee will also keep the Licensor continuously and fully informed in a timely manner as to the status of the same and will provide the Licensor with copies of any additional documents pertaining thereto in a timely manner. To the Licensor shall employ a single counsel to represent all Licensees, which counsel may also be counsel to the Licensor. Each Licensee is entitled to engage independent counsel, at such Licensee’s expense.

6.2.2 Obligations of the Licensee. The obligation of the Licensor under Section 6.1 (Licensor Indemnification) is contingent upon each Licensee (i) giving prompt written notice to the Licensor of any such claim, action or demand as required in Section 6 above, (ii) allowing the Licensor to control the defense and related settlement negotiations to the extent permitted by 28 U.S.C. 516, and (iii) fully assisting in the defense so long as the Licensor agrees to pay such Licensee’s out-of-pocket expenses.

6.2.3 Sole Remedy. THE FOREGOING STATES THE LICENSEE’S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO CLAIMS COVERED BY THE INDEMNITY, INCLUDING CLAIMS OF INFRINGEMENT OF PROPRIETARY RIGHTS OF ANY KIND.

7. LIMITATIONS OF LIABILITY

7.1 Limitations on Liability. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR CONSEQUENTIAL, EXEMPLARY, OR INDIRECT DAMAGES, WITHOUT REGARD TO WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER OR NOT SUCH DAMAGES WERE FORESEEABLE. WITH THE EXCEPTION OF LIABILITY UNDER SECTIONS 2.4.1 (RESTRICTIONS), 6 (INDEMNIFICATION) AND 8 (CONFIDENTIALITY; NON-DISCLOSURE), EACH PARTY’S LIABILITY HEREUNDER IS LIMITED TO DIRECT DAMAGES UNDER THIS AGREEMENT. As used herein, “direct damages” means all damages of a party proximately caused by the other party’s breach, including without limitation the cost of obtaining substitute goods or services, amounts paid to remedy any injury suffered and otherwise to make an injured party whole by reason of such breach, but shall not include lost profits.
8. CONFIDENTIALITY; NON-DISCLOSURE

8.1 Licensee’s Responsibilities. Licensee hereby agrees that: (a) the Licensed Software and all other products received by Licensee from Licensor under this Agreement, whether received orally, in writing, or in any other medium, is and shall be treated as the confidential property of Licensor; (b) Licensee shall take all necessary action to protect and ensure the confidentiality of the Licensed Software and, without limiting the foregoing, will exercise at least the same degree of care to safeguard the confidentiality of the Licensed Software as Licensee would exercise to safeguard Licensee’s confidential property; and (c) neither the Licensed Software nor any part thereof received by Licensee from Licensor under this Agreement shall be in any way disclosed to any third party, in whole or in part, without the prior written permission of Licensor, not to be unreasonably withheld, conditioned, or delayed. Licensee shall specifically advise its employees, agents, subcontractors, and representatives having access to Licensor’s confidential property of its confidential nature. If Licensee becomes aware of the unauthorized possession or use of any Licensed Software supplied under this Agreement, Licensee shall promptly notify Licensor. To the extent of Licensee’s knowledge of such unauthorized use and/or ability to control such, Licensee will furnish details of the unauthorized possession or use to Licensor, will assist in preventing the recurrence of such and will cooperate with Licensor in any litigation against third parties deemed necessary by Licensor to protect such proprietary rights as Licensor may have had on the date of this Agreement or may then have. Such litigation shall be at Licensor’s expense. Licensee acquires no right in or to any Licensor trademarks, copyrights, patents, trade secrets, or any other intellectual property rights belonging to Licensor by virtue of entering into this Agreement.

8.2 Licensor’s Responsibilities. Licensor agrees to regard and preserve, and to ensure that its employees regard and preserve, as confidential and proprietary all past, present and future activities and all information related to the official business of Licensee that may be obtained orally, in writing or from any source, as well as all information on Licensee’s mainframe, local area networks and workstations and all software, middleware, firmware, licensed internal code and groupware whether owned or licensed currently or in the future accessed by Licensor by any direct or remote access method and also including but not limited to, any information relating to the methods, processes, financial data, lists, apparatus, statistics, programs, research, development or related information of Licensee concerning the past, present or future official business and/or the results of the provision of services to Licensee (collectively “Confidential Information”), and shall not disclose to any person, other entity, firm or enterprise or use for its behalf any Confidential Information without the prior written consent of Licensee obtained in each instance.

8.3 Return of Confidential Information. Upon the written request of Licensee, Licensor shall deliver to Licensee those portions, if any, of any items, including, but not limited to, drawings, descriptions, test data or other papers or documents, which Licensor understands to contain any Licensee Confidential Information, as well as the relevant portions of any copies thereof, that Licensor has in its possession.

8.4 Exclusions. Notwithstanding anything in this Section 8 (Confidentiality; Non-Disclosure) to the contrary, however, Confidential Information does not include: (a) information that is in the public domain prior to the disclosure or becomes part of the public domain through no wrongful act of the Licensor or Licensee, (b) information that was in the lawful possession of the Licensor or Licensee, as the case may be, prior to the disclosure without a confidentiality obligation, (c) information that was independently developed by Licensor outside the scope of this Agreement, or (d) information that was disclosed to Licensor by a third party who was in lawful possession of the information without a confidentiality obligation.

9. TERM AND TERMINATION

9.1 Term. Subject to the payment of the applicable Support Fees, and unless specified otherwise in Exhibit A of this Agreement, the term of this Agreement shall commence on the Effective Date and
shall continue for one (1) year. Either party may terminate this Agreement by providing written notice to the other party at least ninety (90) days prior to the expiration of the then-current term.

9.2 Termination by Licensor for Cause.

Recourse against the United States for any alleged breach of this agreement must be made under the terms of the Federal Tort Claims Act or as a dispute under the contract disputes clause (Contract Disputes Act) as applicable. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

9.3 Termination by Licensee.

9.3.1 Termination for Convenience. Licensee shall have the right to terminate this Agreement without further obligation or liability to Licensor (except as specified herein) by delivery of ninety (90) days prior written notice to Licensor. If Licensee exercises its right to terminate this Agreement for convenience, Licensor shall have no duty to refund any fees received from Licensee under this Agreement prior to receipt of such notice of termination.

9.4 Effect of Termination. Termination of this Agreement shall not affect rights and/or obligations of the parties which arose prior to any such termination (unless otherwise provided herein) and such rights and/or obligations shall survive any such termination. Upon termination, Licensee’s right to use the Licensed Software shall immediately cease and each party shall return the confidential property of the other party obtained under this Agreement.

10. GENERAL

10.1 Waiver, Amendment or Modification. The waiver, amendment, or modification of any provision of this Agreement or any right, power or remedy hereunder shall not be effective unless made in writing and signed. The terms of this Agreement may be amended or changed by the terms of any negotiated purchase order or negotiated Licensor Order Form or similar Licensor or Licensee negotiated document or acknowledgment that is executed in a standard form with modification (including the completion of blanks, selection of alternatives or the like). No failure or delay by either party in exercising any right, power or remedy with respect to any of its rights hereunder shall operate as a waiver thereof.

10.2 Notice. All notices required hereunder (except invoice or purchase orders as provided herein) shall be in writing and shall be deemed to have been duly given if delivered in person, by commercial overnight courier or by registered or certified mail, postage prepaid, return receipt requested and addressed as follows:

To Licensor: Actionable Intelligence Technologies, Inc.
105 Executive Drive, Suite 200
Dulles, Virginia 20166
Fax Number: 800 214-6364
Attn: Susan M. Deehan, Chairperson and CEO

With a copy to: Squire Sanders (US) LLP
8000 Towers Crescent Drive, 14th Floor
Tysons Corner, Virginia 22182
10.3 Force Majeure. Excluding payment obligations hereunder, no party to this Agreement shall be liable for delay or failure in the performance of its contractual obligations arising from any one or more events which are beyond its reasonable control, including labor stoppages. Upon such delay or failure affecting one party, that party shall notify the other party and use all reasonable efforts to cure or alleviate the cause of such delay or failure with a view to resuming performance of its contractual obligations as soon as practicable. Notwithstanding the foregoing, in every case the delay or failure to perform must be beyond the control and without the fault or negligence of the party claiming excusable delay. Performance times under this Agreement shall be considered extended for a period of time equivalent to the time lost because of any delay which is excusable hereunder.

10.4 Successors and Assigns. Licensee may not assign this Agreement in whole or part without the prior written consent of Licensor. Any attempt to assign this Agreement without the prior written consent of Licensor is void and without legal effect. Subject to the foregoing, all of the terms, conditions, covenants, and agreements contained herein shall inure to the benefit of, and be binding upon, any such parent company or successor corporation and any permitted assignees of the respective parties hereto. It is further understood and agreed that consent by Licensor to such assignment in one instance shall not constitute consent to any other assignment.

10.5 Governing Law. The validity, construction and performance of this Agreement and the legal relations among the parties to this Agreement shall be governed by and construed in accordance with the Federal laws of the United States without giving effect to its conflict of law principles.

10.6 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties, and their respective successors and permitted assigns.

10.7 Plural and Singular Usage. As used herein, the singular of any term includes the plural and the plural means the singular, whenever the context so requires.

10.8 Compliance with Law. Licensee agrees that it will comply with all federal, state, and local laws and regulations governing the use of the Licensed Software as applicable. Licensor agrees that it will comply with all federal, state, and local laws and regulations governing the functionality and provisions of the Licensed Software and the provision of Support Services.

10.9 Independent Contractor. Licensor, in performance of this Agreement, is acting as an independent contractor, personnel supplied by Licensor hereunder are not Licensee’s personnel or agents, and Licensor assumes full responsibility for their acts. Licensor shall be solely responsible for the payment of compensation of Licensor employees assigned to perform services hereunder, and such employees shall be informed that they are not entitled to the provision of any Licensee employee benefits. Licensee shall not be
responsible for payment of worker’s compensation, disability or other similar benefits, unemployment or other similar insurance or for withholding income or other similar taxes or social security for any Licensor employee, but such responsibility shall solely be that of Licensor.

10.10 Severability. In the event any one or more of the provisions of the Agreement shall for any reason be held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall be unimpaired, and the invalid, illegal or unenforceable provision shall be replaced by a mutually acceptable provision, which, being valid, legal and enforceable, comes closest to the intention of the parties underlying the invalid, illegal or unenforceable provision. If any provision of this Agreement is held to be excessively broad as to duration, geographical scope, activity or subject, it is to be construed by limiting and reducing it, so as to be enforceable to the extent compatible with applicable law.

10.11 Entire Agreement. This Agreement, including all Exhibits, the underlying GSA Contract, constitutes the entire agreement between the parties in connection with the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the parties with respect to the same subject matter hereof. There are no warranties, representations and/or agreements between the parties in connection with the subject matter hereof except as specifically set forth or referred to herein.

10.12 Counterparts. This Agreement may be executed simultaneously or concurrently in one or more counterparts, each of which will be deemed a duplicate original but all of which together constitute one and the same agreement.

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

Actionable Intelligence Technologies, Inc. [Licensee]

By:_________________________ By:_________________________

Title:________________________ Title:________________________
EXHIBIT A

I. IDA Description

II. Licensed Software Limitations, Restrictions and Metrics

- Licensed Software requires MicroSoft Net 3.5 SP1 or above.

- For Stand-Alone versions of the Licensed Software, when using SQL Express databases greater than 2GB may not be created.

- A CFIS serial number that has been previously provided may not be used with or without activation more than one time.

- CFIS requires United States Regional Settings.

- Licensee is responsible for appropriate security settings to protect its data. Licensor recommends: (i) changing default passwords which are set after installation of the CFIS software by default; and (ii) implementing and maintaining daily or weekly backups, depending on Licensee’s internal policies/documents.

III. License Term

IV. License Fee

V. Minimum Hardware Requirements

VI. Software Delivery Method

VII. Support, Maintenance and IDA-Related Services
5) **Term.** Subject to the terms and conditions of the Software License Agreement (“SLA”) under which the Software has been licensed. In the event of any inconsistency between the SLA and this Addendum regarding the subject matter of this Addendum, the provisions of this Addendum will control.

NOTE: IF YOU DO NOT HAVE A VALID LICENSED COPY OF THE SOFTWARE, YOU ARE NOT AUTHORIZED TO INSTALL, COPY OR OTHERWISE USE THE UPDATES AND/OR UPGRADES.

1) **Maintenance Services.** AIT shall provide to the licensed, registered user (the “Licensee”) all updates and upgrades for the installed and registered Software specified above (including any related documentation) which are commercially released during the term of the SLA. “Updates” consist of both maintenance releases that contain bug fixes, e.g. Version 8.0 to 8.0.1 and minor releases that contain incremental features to an existing version, e.g. Version 8.0 to 8.1. “Upgrades” are major releases that include new features requiring significant design changes, e.g. Version 8.0 to 8.0. New products or separately priced modules are not included in this agreement. The Licensee understands and agrees that they shall have sole responsibility for the installation of any Updates, Upgrades, new releases, functional enhancements or error corrections which are part of this maintenance agreement.

2) **Technical Support Services.** AIT shall provide telephone support for the purposes of assisting the Licensee with the utilization of the Software and the standard application(s) supplied with the product. Reasonable access by telephone is provided on an unlimited basis and is available during normal business hours Monday to Friday from 8 a.m.–5 p.m. EST except for public holidays (Tier 1) and (Tier 2) – 8 a.m.–8 p.m. EST including holidays and weekends. Support services only apply to the most current version of the software and one prior release. AIT is not responsible for providing support for (a) any modifications or enhancements made to the Software by the end user or a third party, (b) the effects of a third-party product, (c) problems that could be solved by updating or upgrading the software to the current version, or (d) software designated as “beta,” “prerelease,” or “preview” or any similar pre-release designation. Additional consulting or on-site technical support is not included in the Agreement or this Addendum but can be provided by AIT on a time and materials basis (see the AIT Pricing Schedule).

3) **Grant of License.** AIT grants Licensee a license to use the Updates and Upgrades under the terms and conditions of the SLA, and the terms and conditions set forth in this Addendum, provided that Licensee complies with all such terms and conditions.

4) **Fees.** Maintenance, Support, Upgrade Assurance & IDA® Library Subscription fees are thirty-five percent (35%) of the Software License fee (Tier 1) and (Tier 2) are 45% of the Software License fee. Both initial and annual maintenance, support, upgrade assurance & IDA® Library subscription fees will be based on the GSA Pricelist license fees being charged including of any discounts offered the licensee. Maintenance and Technical Support services cannot be purchased separately. Maintenance, Support, Upgrade Assurance & IDA® Library Subscription renewal fees are payable to AIT by the expiration date of the then-current term and ordered under an additional order. Licensee is responsible for the payment of applicable sales and/or use taxes.

5) **Term.** Subject to the terms of SLA and this Addendum, the Licensee is entitled to receive the Services described herein for a period of one year (the “Term”). Services begin on the Installation date of the. The Licensee will be invoiced for annual renewals. If the Licensee does not pay such invoice by the expiration of the then-current Term, this Addendum shall immediately expire, and the Licensee shall not be entitled to receive the Services described herein.

6) **Conditions.** If the Licensee allows its maintenance, support, upgrade assurance & IDA® Library subscription services plan to expire and desires to resume coverage, the Licensee must pay for all overdue Maintenance, Support and Upgrade Assurance & IDA Library Subscription plus the then current annual list price for maintenance, support, upgrade assurance & IDA Library Subscription costs. If a Licensed, registered user cancels its subscription any time during the annual period, other than for cause, no refund pro-rated or otherwise will be provided. Add-on licenses will be pro-rated to the subscription expiration date for the current plan at the then current discounted GSA Schedule contract price for maintenance, support, upgrade assurance & IDA Library subscription services. In the event of a revised fee for Services, AIT will notify the Licensee not less than thirty (30) days before renewal is due.
7) **Limited Warranty.** AIT warrants that the Services will be performed in a professional workmanlike manner. AIT warrants the media on which the Updates and Upgrades are provided to be free from defects in materials and workmanship for ninety (90) days after delivery. Defective media may be returned for replacement without charge during the ninety (90) day warranty period unless the media have been damaged by accident or misuse. This limited warranty is void if failure of the Update or Upgrade has resulted from accident, abuse or misapplication. AIT does not warrant that operation of any Updates or Upgrades shall be uninterrupted or error free. Any replacement software will be warranted for the remainder of the original warranty period or thirty (30) days, whichever is longer.

8) **Limit of Liability.** AIT shall have no liability under the limited warranty contained in respect of any defect in the Software or Services arising from: specifications or materials supplied by the Licensee; fair wear and tear; willful damage or negligence of the Customer or its employees or agents; abnormal working conditions at the Licensee’s premises; failure to follow AIT’s instructions (whether oral or in writing); failure to use the Software in accordance with AIT’s then current user manual; failure to install available Updates or Upgrades; misuse or alteration or repair of the Software without AIT’s approval; accident, abuse, or misapplication; products or equipment not specified by AIT as being compatible with the Software; if Licensee has not notified AIT in writing of the defect within the applicable warranty period; or if alleged errors or defects are not reproducible by AIT.

   Except as set forth in the Software License Agreement, and except for damages arising out of AIT’s gross negligence, fraudulent misrepresentation or willful misconduct in providing the services, AIT shall in no event be liable under any theory of contract, tort, strict liability or other legal or equitable theory for any damages whatsoever, including but not limited to, direct, indirect, consequential, special, incidental, or punitive damages of any kind, from any cause arising out of the sale, installation, use or inability to use any product or service, even if AIT has been advised of the possibility thereof, including, without limitation, lost profits, lost business revenue, lost goodwill, business interruption, loss of privacy, personal injury, other economic loss or any loss of recorded data arising out of the use of or inability to use the Software or the cost of procuring substitute products or services.

   AIT’s entire liability and the Licensee’s exclusive remedy under this limited warranty provision shall be, at AIT’s sole option, either (a) re-perform the Services at no additional cost, (b) return of the amounts paid to AIT under this agreement in the twelve (12) months preceding the event giving rise to liability, or (c) repair or replacement of any Update or Upgrade that does not meet the foregoing warranty, when returned to AIT.

   END OF MAINTENANCE AND SUPPORT ADDENDUM
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