PROFESSIONAL SERVICES AGREEMENT

1.   **Professional Services; SOWs**. You ("**Company**") engage CodeSecure, Inc. to provide consulting, training and other professional services (the "Professional Services") set out in a Statements of Work executed by both parties or orders for standard packaged offerings ("SOWs"), each of which shall contain, at a minimum, a reasonably detailed description of the Professional Services to be performed. The fees payable in respect of such Professional Services may be set out either in the SOW or the corresponding sales quotation. In the event the individual is entering into this Agreement on behalf of a corporate or other public or private entity, such individual certifies that he/she is an authorized representative of the Company. Each SOW shall be subject to the terms of this Agreement. In the event of a conflict between the provisions of this Agreement and an SOW, the relevant provisions of the SOW shall prevail.

2.   **Performance of Professional Services.**

(a) Unless otherwise specified on an SOW, all Professional Services shall be performed at CodeSecure premises. For Professional Services performed at Company's premises, Company shall (a) provide CodeSecure personnel with reasonable office space and necessary access to hardware and other systems, and (b) comply in all material respects with applicable laws relating to the treatment of CodeSecure personnel who are on Company's premises.

(b) This section does not apply to Professional Services provided on a subscription basis. Company and CodeSecure will schedule a mutually agreed time for performance of the Professional Services. If Company cancels or postpones such time for any reason without providing CodeSecure at least ten (10) business days advanced written notice, Company shall pay fifty percent (50%) of the scheduled Professional Services price for the first week canceled or postponed.

(c) Professional Services must be utilized within twelve (12) months from the date of the SOW and, if not so utilized, CodeSecure will have no obligation to provide such Professional Services and Company will not be entitled to a refund of any amounts relating to such Professional Services.

(d) This section applies to Professional Services provided on a subscription basis. The relevant service shall be subject to a capped weekly total of hours. Unused hours from any week shall not carry over to the next week and will be deemed forfeited. No credit or refund will be due, including in connection with any unused hours. All subscription services shall be provided remotely. If an onsite visit is requested by the Company, there will be an additional fee.

(e) Company acknowledges that CodeSecure's ability to provide the Professional Services is dependent upon the Company's full and timely cooperation with CodeSecure, as well as the accuracy and completeness of any information and data Company provides to CodeSecure.

3.   **No Hardware, Licenses to Software or custom development.**

This Agreement governs only the provision of Professional Services. Any hardware, software, and/or other subscription services to be provided by CodeSecure to Company shall be governed by a separate agreement. No custom development of intellectual property will be created on behalf of Company in connection with any Professional Services. Professional Services are limited to the activities set out in the SOW and shall exclude hardware maintenance and repair, software maintenance, education services, outsourcing services or standard support services provided by CodeSecure, or any other activities not specifically stated within the scope of the SOW. CodeSecure may be required to install copies of third-party or CodeSecure branded software and be required to accept legal terms accompanying such software or to activate a third-party or CodeSecure service and accept legal terms for such service ("**Click-through terms**") on behalf of the Company. Click-through terms may be

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in electronic format. Company hereby acknowledges that it is Company's responsibility to review any Click-through terms at the time of installation or activation of a service and hereby authorizes CodeSecure to accept all Click-through terms on its behalf.

4.   **Fees, Payment Terms, Taxes and Expenses**. In consideration of the Professional Services, Company shall pay CodeSecure (or CodeSecure's authorized reseller) the fees set forth in each SOW. CodeSecure's fees do not include any local, state, federal or foreign taxes, levies or duties of any nature ("Taxes"). Company is responsible for paying all Taxes, excluding only taxes based on CodeSecure's income. If CodeSecure has the legal obligation to pay or collect Taxes for which Company is responsible under this section, the appropriate amount shall be invoiced to and paid by Company unless Company provides CodeSecure with a valid tax exemption certificate authorized by the appropriate taxing authority. Company agrees to reimburse CodeSecure for its reasonable out-of-pocket expenses and costs including travel and lodging incurred in connection with providing the Professional Services under any SOW ("Expenses"). Where Company issues a purchase order directly to CodeSecure, CodeSecure will invoice Company for (i) for Professional Services other than those provided on a subscription basis, in arrears on a weekly or monthly basis, unless stated otherwise in the applicable SOW, (ii) for Professional Services provided on a subscription basis, upon commencement, unless otherwise stated in the applicable CodeSecure sales quotation, and (ii i) all Expenses at actual cost, except for where a daily allowance has been agreed in a SOW. Company shall pay invoices within thirty (30) days of the date of invoice. Amounts that remain unpaid as of the applicable due date shall accrue interest at the lesser of one percent (1.0%) per month or the maximum rate allowed under applicable law. In addition to any other rights and remedies that CodeSecure may have, in the event that Company's payments are more than thirty (30) days past due, CodeSecure may cease providing the applicable Professional Services until such time as Company's account is paid in full.

5.   **Confidentiality.**

(a) As used in this Agreement, "**Confidential Information**" means all confidential and proprietary information of a party ("**Disclosing Party**") disclosed to the other party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to the Disclosing Party.

(b) The Receiving Party agrees that it will (i) use Confidential Information for the sole purpose of exercising its rights and performing its obligations under this Agreement, (ii) divulge Confidential Information only to those of its employees, directors, independent consultants or agents who have a need to know such Confidential Information and who are bound by professional duty or in writing (in advance) to confidentiality and non-use obligations at least as protective of such information as this Agreement, and (iii) not disclose any Confidential Information to any third party. The Receiving Party shall notify and cooperate with the Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information of the Disclosing Party. If the Receiving Party is compelled by law to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior written notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. Notwithstanding the foregoing, Company acknowledges and agrees that CodeSecure will, as part of its provision of the Professional Services to Company, collect, store and use information obtained from Company, including, but not limited to, information about Company's users and customers ("**Information**") for the purposes of (i) providing the Professional Services

to Company and (ii) analyzing and improving CodeSecure's Professional Services. Company represents and warrants that Company has all rights and permissions necessary to grant CodeSecure access to such Information.

(c) Upon termination of this Agreement for any or no reason, the Receiving Party shall (i) immediately cease all use of the Disclosing Party's Confidential Information and (ii) upon request from the Disclosing Party, either return or destroy all Confidential Information of the Disclosing Party.

(d) If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of this Section 5, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the parties that any other available remedies are inadequate.

6. **Proprietary Rights.**

(a) Company shall solely own all right, title and interest in and to its Confidential Information. CodeSecure shall solely own all worldwide right, title and interest in and to its Confidential Information and the Deliverables.

(b) Company will, subject to compliance with the terms of this Agreement, have a perpetual, worldwide, non-transferable, non-sublicensable, non- exclusive license to use, for its internal business purposes only, any Deliverables created as part of the Professional Services.

(c) Notwithstanding any other provision of this Agreement: (i) nothing shall be construed to assign or transfer any intellectual property rights in the proprietary tools, libraries, know-how, techniques and expertise used by or on behalf of CodeSecure to develop the Deliverables, or any improvements, modifications or derivative works of any of the foregoing ("**Tools**"), and (ii) the term "**Deliverables**" shall not include the Tools. To the extent necessary to use the Deliverables, Tools that are delivered with or as part of the Deliverables, are licensed, not assigned, to Company, a non-exclusive, non-transferable, non-sublicensable basis solely to the extent necessary for Company to utilize its rights in such Deliverables, and not in standalone form. As used in this Agreement, "Deliverables" shall mean any configurations, reports, and/or written documentation generated for Company in connection with the performance of the Professional Services.

7. **Warranty and Disclaimer.**

(a) CodeSecure warrants that the Professional Services shall be performed in a professional and workmanlike manner. In the event of a breach of the foregoing warranty, CodeSecure shall at its sole option and expense, either: (i) re-perform the applicable Professional Services in a manner that is compliant with such warranty, or (ii) in the event CodeSecure is unable to do so after using commercially reasonable efforts, terminate all or part of the applicable SOWs and upon such termination, CodeSecure shall promptly refund Company all fees paid for the non-compliant Professional Services. The rights and remedies granted Company under this Section 7(a) state CodeSecure's entire liability, and Company's exclusive remedy, with respect to any breach of the warranty set forth in this Section 7(a).

(b) EXCEPT AS EXPRESSLY SET FORTH IN SECTION 7(a), CODESECURE MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. CODESECURE SPECIFICALLY DISCLAIMS, ON BEHALF OF ITSELF AND ITS SUPPLIERS, ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

8. **Limitations of Liability.**

IN NO EVENT SHALL CODESECURE'S (AND ITS PARTNERS' OR SUPPLIERS') TOTAL AND AGGREGATE LIABILITY IN CONNECTION WITH ANY PROFESSIONAL SERVICES OR ANY SOW EXCEED THE TOTAL VALUE OF AMOUNTS PAID BY

COMPANY TO CODESECURE IN RESPECT OF PROFESSIONAL SERVICES PROVIDED BY CODESECURE PURSUANT TO THE RELEVANT SOW DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE CLAIM, WHETHER SUCH LIABILITY ARISES IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

IN NO EVENT SHALL CODESECURE (OR ITS PARTNERS' OR SUPPLIERS') HAVE ANY LIABILITY IN CONNECTION WITH THE PRODUCTS, SERVICES OR THIS AGREEMENT TO THE COMPANY FOR ANY LOST PROFITS OR REVENUES, LOSS OF DATA, GOODWILL OR USE, INTERRUPTION OF THE SERVICES, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

COMPANY ACKNOWLEDGES AND AGREES THAT CODESECURE HAS OFFERED THE PRODUCTS AND SERVICES, AND SET THEIR PRICES IN RELIANCE UPON THE WARRANTY DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET FORTH IN THIS AGREEMENT, THAT THE WARRANTY DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET OUT IN THIS AGREEMENT REFLECT A REASONABLE AND FAIR ALLOCATION OF RISK, AND THAT THE WARRANTY DISCLAIMERS AND THE LIMITATIONS OF LIABILITY SET OUT IN THIS AGREEMENT FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN END USER AND CODESECURE. CODESECURE WOULD NOT BE ABLE TO PROVIDE THE SERVICES ON AN ECONOMICALLY REASONABLE BASIS WITHOUT THESE LIMITATIONS.

9.   **Term and Termination.**

(a) This Agreement shall commence on the Effective Date and shall remain in effect until the date on which the relevant SOW is completed or the end of the subscription term, as applicable.

(b) Either party may terminate this Agreement or any SOW immediately upon written notice (i) if the other party fails to perform its material obligations under this Agreement or any SOW and such failure is not corrected within thirty (30) days of written notice of the breach from the non-breaching party; or (ii) in the event the other party breaches any of its obligations of confidentiality as set forth in Section 5. In addition, CodeSecure may terminate this Agreement or any SOW in the event Company is more than thirty (30) days past due in its payments to CodeSecure.

(c) In addition to any payment obligations due by either party to the other party pursuant to this Agreement or any SOW, the following sections shall survive termination of this Agreement for any or no reason: Sections 4, 5, 6, 7(b), 8, 9(c) and 10.

10. **Miscellaneous Provisions.**

(a) The parties are independent contractors under this Agreement and nothing in this Agreement authorizes a party to act as an agent of the other or bind the other to any transaction or agreement.

(b) This Agreement will bind and inure to the benefit of each party's permitted successors and assigns. Neither party may assign or transfer this Agreement in whole or in part by operation of law or otherwise, without the other party's prior written consent. Any attempt to transfer or assign this Agreement without such written consent will be null and void. Notwithstanding the foregoing, however, either party may assign this Agreement without consent to the acquiring or surviving entity in a merger or acquisition in which such party is the acquired entity (whether by merger, reorganization, acquisition or sale of stock) or to the purchaser of all or substantially all of such party's assets.

(c) Throughout the term of this Agreement, CodeSecure will maintain the following minimum amounts of insurance: (i) workers' compensation at statutory minimums and employers liability with $1,000,000 each accident, (ii) commercial general liability with a minimum of $1,000,000 per occurrence and $2,000,000 general aggregate; (iii) automobile liability for all hired and non-owned automobiles with $1,000,000 combined single limit; and (iv) errors and omissions (E&O) coverage at $5,000,000 policy aggregate. A certificate of insurance evidencing the above will be presented to Company upon Company's written request.

(d) All notices, requests, demands and other communications pursuant to this Agreement shall be in writing and shall be deemed given: (i) upon receipt if by personal delivery; (ii) upon receipt if sent by certified or registered mail (return receipt requested); or (iii) two (2) days after it is sent if by overnight delivery by a major commercial delivery service. Either party may by like notice specify or change an address to which notices and communications shall from then on be sent.

(e) Neither party shall be liable to the other for any delay or failure to perform any obligation under this Agreement (except for a party's payment obligations) if the delay or failure is due to events which are beyond the reasonable control of the parties, including, but not limited to strikes, pandemics, epidemics, public health emergencies, blockade, government-imposed travel restrictions and quarantines, war, terrorism, riots, natural disasters, refusal of license by the government or other governmental agencies, communications failure, and internet and power outages or disruptions.

(f) Company agrees not to solicit, or make offers of employment to, or enter into consultant relationships with, any CodeSecure employee involved, directly or indirectly, in the performance of any Professional Services for a period commencing on the date of the relevant SOW and ending six (6) months after the expiration of the SOW. Company shall not be prevented from hiring any employee who responds to a general hiring program conducted in the ordinary course of business and not specifically directed to such CodeSecure employees.

(g) Neither party will be liable to the other for any delay or failure to perform any obligation under this Agreement (except for a failure to pay fees) if the delay or failure is due to unforeseen events, which occur after the signing of this Agreement and which are beyond the reasonable control of the parties, such as strikes, blockade, war, terrorism, riots, natural disasters, refusal of license by the government or other governmental agencies, in so far as such an event prevents or delays the affected party from fulfilling its obligations and such party is not able to prevent or remove the force majeure at reasonable cost.

(h) This Agreement will be interpreted and construed in accordance with the laws of the State of California, without regard to conflict of law principles. The parties consent to the exclusive jurisdiction and venue of the state and federal courts located in Santa Clara County, California for resolution of any disputes arising out or relating to this Agreement.

(i) In the event any provision of this Agreement shall be determined to be invalid or unenforceable under law, all other provisions of this Agreement shall continue in full force and effect. This Agreement, together with any SOW, contains the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all previous communications, representations, understandings and agreements, either oral or written between the parties with respect to said subject matter. Any additional or inconsistent terms on any purchase order shall be null and void. This Agreement and any SOW may be modified or waived only in a written instrument signed by both parties. A waiver of any breach under this Agreement shall not constitute a waiver of any other breach or future breaches.