

SERVICE ORDER TERMS AND CONDITIONS

By executing a Service Order subject to the terms set forth herein ("Agreement"), Coalfire Federal and the Client identified in the Service Order ("Client") (each a "Party" and together "Parties") agree that this Agreement set out the terms and conditions for Client's purchase and use of certain Coalfire Federal Services.

1. DELIVERY OF SERVICES.

1.1. Performance of Service. Coalfire Federal will perform the services ("Services") detailed in a mutually signed document that includes details of the Services, including but not limited to, references to Service Descriptions, pricing, schedule, location of performance, and other information required to perform the Services (the "Service Order").

1.2. Assigned Personnel. Coalfire Federal will use personnel with the knowledge and skill necessary to perform the Services in accordance with industry standards. Coalfire Federal performs a background check on its personnel providing the Services, to the extent lawful in the jurisdiction in which the Services are to be performed, prior to performing the Services. A copy of the elements of the background check are available upon request.

1.3. Changes. Any changes to the scope, duration, pricing or other obligations under the Service Order shall be in a mutually agreed upon written amendment to the Service Order ("Change Order").

1.4. Deliverables. The reports, results of Services or other work product defined in a Service Order and delivered to Client shall be the "Deliverables". Client understands and agrees that any Deliverables are limited to a point-in-time review or analysis of Client's systems, processes and/or documentation, as provided by Client.

1.5. Reserved.

2. **AFFILIATES; CONSULTANTS**. Client may obtain Services for use by its Affiliates, in which event such use of the Services by Client's Affiliates is conditioned upon each Affiliate accepting in writing all of the terms and conditions of this Agreement. Affiliate purchases are governed by the terms and conditions of this Agreement, and Coalfire Federal will rely on the purchase as being authorized by Client without further action being required by Coalfire Federal. Client agrees that it will remain responsible for any acts or omissions by Client's Affiliates who purchase or use Services under the terms of this Agreement. Any reference to Client in this Agreement will also include Client's Affiliates. "Affiliate" means an entity controlled by, under common control with, or controlling a Party, where control is denoted by having (directly or indirectly) more than fifty percent (50%) of the voting power (or equivalent) of the applicable entity.

3. TERM AND TERMINATION.

3.1. Term. The term of this Agreement shall be from the Effective Date of the Service Order and shall continue until completion of the Services, unless terminated earlier pursuant to this section.

3.2. Termination for Cause. This Agreement may be terminated at any time by either Party: (i) upon written notice if the other Party breaches any material term of this Agreement and such breach remains uncured for thirty (30) days following the date of such written notice; or (ii) immediately, if the other Party becomes the subject of any involuntary proceeding relating to insolvency, receivership, liquidation, or similar action for the benefit of creditors as a consequence of debt, or if the other Party otherwise ceases or threatens to cease business. Termination for cause will not preclude the non-breaching Party from pursuing any and all remedies available to it at law or in equity

3.3. Effect of Termination. Termination of this Agreement, in whole or in part, will not affect any rights or obligations accrued up to the date of termination. Client will pay all agreed upon fees and expenses incurred prior to the date of termination. If Coalfire Federal terminates this Agreement for a material breach by Client, Client must immediately discontinue use of the relevant Services.

4. INVOICING AND PAYMENT.

4.1. Invoicing. Coalfire Federal will invoice the Client in accordance with the Service Order. All fees and expenses for the Services are quoted and payable in United States Dollars (USD) unless otherwise stated. If a delay of fifteen (15) business days or more occurs in the achievement of a milestone due to the acts or omissions of Client, Coalfire Federal may issue an invoice covering Services delivered and associated expenses up to the date of the invoice. Unless otherwise permitted herein, all fees and expenses are non-cancellable and non-refundable.

4.2. Payment. Client will pay all undisputed amounts on each invoice within thirty (30) days following the date of invoice. If Client disputes any amounts invoiced, Client must notify Coalfire Federal in writing within fifteen (15) days following receipt of the invoice or the invoice will be deemed accepted by the Client. The Parties will negotiate in good faith to promptly resolve the dispute, following which all amounts agreed upon will become immediately payable. For any undisputed fees that are not paid when due, Coalfire Federal may charge interest at the lesser of one percent (1.0%) per month or the highest rate permissible by law as well as invoice Client for all costs of collection, including reasonable attorneys' fees.

4.3. Taxes. Fees quoted are exclusive of all sales, use, value-added, good and services, withholding and other taxes or duties. Unless Client provides a valid tax exemption certificate, Client will pay or self-assess all taxes and duties assessed in connection with this Agreement, excluding Coalfire Federal's payroll and income taxes. In the event of a cross-border transaction, if Client is required under any applicable law or regulation, domestic or foreign, to withhold or deduct any portion of the payments due to Coalfire Federal, then the sum payable to Coalfire Federal will be increased by the amount necessary for Coalfire Federal to receive an amount equal to the sum it would have received had no withholdings or deductions been made, unless Client provides Coalfire Federal with the original withholding tax documentation that is sufficient for Coalfire Federal to apply for and obtain a tax credit for the full withheld amount. The parties will work together in good faith to minimize adverse tax consequences to Coalfire Federal created by cross-border transactions.

5. INTELLECTUAL PROPERTY.

5.1. Client IP. All data, information, documentation, software, patents, text, graphics, photos, designs, trademarks, logos or other artwork and materials provided by Client under this Agreement ("Client IP") are and will remain the sole and exclusive property of Client or its third party licensors and Client will obtain any consents and licenses necessary for Coalfire Federal to use Client IP as set out in this Agreement. Client hereby grants to Coalfire Federal, during the Term, a non-exclusive, fully paid, worldwide, limited license to use the Client IP, solely for the purpose of providing the Services.

5.2. Coalfire Federal IP. All intellectual property: (a) of Coalfire Federal existing prior to the Effective Date of the Service Order, (b) used in the Services (except Client IP), (c) developed independently by Coalfire Federal, or (d) licensed to Coalfire Federal by third parties and used in the Services, and any enhancements or modifications to, or derivative works of, any intellectual property in categories (a)-(d), are the sole and exclusive property of Coalfire Federal ("Coalfire Federal IP"). Coalfire Federal hereby grants to Client a perpetual, worldwide, non-exclusive, irrevocable (other than as set out below) right and license to use, copy, and modify the Deliverables solely for the purpose of Client's and its Affiliates' internal business use only. Any limitations or restrictions on the license grant will be as detailed in the applicable Service Order. Coalfire Federal IP embedded in Deliverables may not be used separately from Client's use of the Deliverables and no Coalfire Federal IP may be used beyond the license rights granted above. Coalfire

Federal may revoke such right and license granted under this Section 5.2 for (i) non-payment by Client, or (ii) Client's use other than in accordance with this Section 5.2.

5.3. Independent Development. Coalfire Federal is not precluded from independently developing for itself, or for others, anything, whether in tangible or non-tangible form, which is competitive with, or similar to, the Deliverables, provided such independent developments do not include the use of Client IP or Confidential Information.

6. CONFIDENTIALITY. Confidential Information means all non-public information of a disclosing Party ("Discloser"), whether oral, written or in electronic form, that is marked or designated as confidential at the time of disclosure or that the other Party or its Representatives ("Recipient") knew, or should have reasonably known under the circumstances, is considered confidential. Confidential Information does not include any information to the extent that it (a) is or becomes publicly available without breach of this Agreement; (b) was known by Recipient prior to its receipt from Discloser; (c) is disclosed to Recipient from any third party, except where Recipient knows, or reasonably should know, that such disclosure constitutes a wrongful or tortious act; or (d) is independently developed by Recipient without use of any Confidential Information. Confidential Information, including all materials provided to the Recipient in connection to such Confidential Information shall remain the sole property of the Discloser. Recipient agrees that it will maintain in confidence all Confidential Information of the Discloser and will not disclose this Confidential Information to any third party including any foreign national, firm, or country, and foreign nationals employed by or associated with the receiving Party's company except as specifically authorized by the furnishing Party or use this Confidential Information for any purpose except as contemplated by this Agreement. Recipient will protect the Confidential Information with at least the same degree of care that Recipient uses to protect its own confidential or proprietary information, but in no case less than reasonable care. Recipient will restrict access to the Confidential Information to those directors, officers, employees, agents and advisors ("Representatives") who have a need for access, are informed of the confidential nature of the information and who are bound by confidentiality obligations no less restrictive than those provided in this Agreement. Recipient may disclose Confidential Information as required to comply with orders of a court or governmental entities that have jurisdiction over it or as otherwise required by law. However, prior to disclosure, Recipient will, to the extent permitted by or required by law, promptly notify Discloser of the request so that Discloser may seek a protective order. The Discloser shall at all times limit the disclosure of Confidential Information to that which is required by law or legal process. Upon Discloser's written request, Recipient will return or destroy all Confidential Information. However, Recipient is permitted to retain copies of the Confidential Information for archival, audit, disaster recovery, legal and/or regulatory purposes, and Recipient will not be required to purge Confidential Information from the electronic back-up files of its computer systems, on condition that any Confidential Information so retained will remain subject to the obligations and restrictions set forth in this Agreement. The Recipient shall notify the Discloser, in writing, immediately after becoming aware of any unauthorized use or disclosure of the Confidential Information and shall take actions to contain and prevent any further unauthorized use or disclosure.

7. DATA PROTECTION AND SECURITY.

7.1. Reserved.

7.2. Reserved.

7.3. Information Security Program. Coalfire Federal will be responsible for establishing and maintaining an information security program that is designed to: (a) ensure the security and confidentiality Client Data; (b) protect against any anticipated threats or hazards to the security or integrity of Client Data; (c) protect against unauthorized access to or use of Client Data; (d) ensure that all subcontractors of Coalfire Federal, if any, comply with all of the foregoing. Coalfire Federal is and will remain in compliance with its technical and organizational measures. "Client Data" means all data and any information that Client (i) provides or authorizes access to Coalfire Federal during Coalfire Federal's provision of Services.

7.4. Use of Client Data. Client acknowledges and agrees that Coalfire Federal may use Client Data to the extent necessary for the purposes of providing Services. Client acknowledges and agrees that Coalfire Federal may retain, use and analyze information derived from Client's use of the Services (in a de-identified manner), including indicators of compromise, malware, anomalies, or other information that may be found as part of, or related to the Services for the purposes of gathering and compiling security event log data to look at trends and real or potential security threats, improving and developing Coalfire Federal's security products and services, preparing and distributing statistical reports related to security trends and data patterns, internal research, and for providing general security related services. Notwithstanding the foregoing, any Client Confidential Information used in the foregoing shall remain subject to the confidentiality provisions herein.

8. WARRANTIES AND COVENANTS.

8.1. Mutual Warranty. Each Party warrants that it has obtained all authorization(s), consents and licenses necessary to enter into and fully perform under this Agreement.

8.2. Services Warranty. Coalfire Federal warrants to Client that the Services will be provided in a professional and workmanlike manner, and, as delivered by Coalfire Federal, will comply in all material respects with the description set forth in the Service Order. Coalfire Federal's sole obligation and Client's exclusive remedy for a breach of this warranty is for Coalfire Federal, at its option and expense, to: (a) re-perform the non-conforming Services and/or replace the non-conforming Deliverables; or (b) refund the fees paid by Client that are attributable to the non-conforming Services and/or Deliverables.

8.3. WARRANTY DISCLAIMER. COALFIRE FEDERAL DOES NOT WARRANT THAT THE SERVICES PERFORMED UNDER THIS AGREEMENT WILL: (A) BE UNINTERRUPTED OR ERROR-FREE OR THAT COALFIRE FEDERAL WILL CORRECT ALL DEFECTS OR PREVENT THIRD PARTY DISRUPTIONS OR UNAUTHORIZED THIRD PARTY ACCESS; (B) DETECT OR IDENTIFY ALL SECURITY OR NETWORK THREATS TO, OR VULNERABILITIES OF CLIENT'S NETWORKS OR OTHER FACILITIES, ASSETS, OR OPERATIONS; (C) PREVENT INTRUSIONS INTO OR ANY DAMAGE TO CLIENT'S NETWORKS OR OTHER FACILITIES, ASSETS, OR OPERATIONS INCLUDING LOSS OF DATA; (D) RETURN CONTROL OF CLIENT OR THIRD PARTY SYSTEMS WHERE UNAUTHORIZED ACCESS OR CONTROL HAS OCCURRED; OR (E) MEET OR HELP CLIENT MEET ANY INDUSTRY STANDARD OR ANY OTHER REQUIREMENTS NOT OTHERWISE SET FORTH IN THE SERVICE ORDER. THE WARRANTIES SET FORTH HEREIN ARE THE EXCLUSIVE WARRANTIES FROM COALFIRE FEDERAL AND REPLACE ALL OTHER WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OR CONDITIONS OF SATISFACTORY QUALITY, MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. COALFIRE FEDERAL'S WARRANTIES WILL NOT APPLY IF THERE HAS BEEN MISUSE, MODIFICATION, OR DAMAGE NOT CAUSED BY COALFIRE FEDERAL OR ITS SUBCONTRACTORS.

9. INDEMNIFICATION.

9.1. IP Infringement Indemnity. Each Party (the "Indemnifying Party") will indemnify, defend and hold harmless the other Party, its parents, subsidiaries, Affiliates, successors, and their directors, officers, employees, agents and representatives (collectively the "Indemnified Parties"), from and against any and all third party claims, demands, lawsuits, judgments, fines, and penalties (including interest thereon and court costs) caused by a claim that any Deliverable or Service (in which case, Coalfire Federal is the Indemnifying Party) or Client IP (in which case, Client is the Indemnifying Party) provided pursuant to this Agreement (collectively, "Indemnified Claims"), (i) infringes a third party's copyright, trademark or U.S. patent existing as of the date of delivery of such Service, Deliverable or Client IP or (ii) misappropriates a third party's trade secrets. The Indemnifying Party will have no liability, however, to any Indemnified Party to the extent that the alleged infringement or misappropriation was caused by: (I) modifications to any Service or Deliverable (made by or on behalf of Client in breach of this Agreement without the consent of

Coalfire Federal) or Client IP (made by or on behalf of Coalfire Federal in breach of this Agreement without the consent of Client); (II) use of the Service, Deliverable or Client IP in combination with any hardware, software or other products or services where such combination was not within the reasonable contemplation of the Parties; (III) the failure of an Indemnified Party to use corrections or enhancements to the Service, Deliverable or Client IP provided by the Indemnifying Party; (IV) specifications or direction provided by the Indemnified Party; or (V) use of the Service, Deliverable or Client IP not authorized under this Agreement. If any Service or Deliverable is, or in Coalfire Federal's opinion is likely to be, held to be infringing, Coalfire Federal will at its expense and option: (1) procure the right for Client to continue using it; (2) replace it with a non-infringing equivalent; (3) modify it to make it non-infringing; or (4) direct the return of the Deliverable and refund to Client the fees paid for such Deliverable or cease providing the Service and refund to Client any prepaid fees for the affected Service that was to be provided after the date Coalfire Federal ceases to provide the Service (as applicable).

9.2. **Notification.** This Section 9.2 sets forth the sole and exclusive remedies for Indemnified Claims. To be valid, the Indemnified Party must promptly notify the Indemnifying Party in writing of any eligible claim or demand and provide the Indemnifying Party reasonable cooperation and full authority to defend or settle same provided that such settlement does not impose any obligation (monetary or otherwise) on the Indemnified Party without its consent.

10. LIMITATION OF LIABILITY.

10.1. **Disclaimer of Consequential Damages.** Except for a Party's IP indemnification obligations under Section 9 or a Party's breach of its confidentiality obligations under Section 6, in no event shall either Party be liable to the other Party for any indirect, incidental, consequential, special, exemplary, or punitive damages (including, without limitation, damages for loss of profits, loss of use, loss of or corruption of data, business interruption or loss of revenue), whether under a theory of contract, warranty, tort (including negligence), products liability, or otherwise, even if the other Party has been advised of the possibility of such damages.

10.2. **Limitation on Damages.** Except for a Party's IP indemnification obligations under Section 9, a Party's breach of confidentiality obligations under Section 6, or liability which cannot be excluded by law, in no event shall either Party be liable to the other Party (whether arising directly or indirectly out of performance of this Agreement and whether or not a Party or its suppliers have been advised that such damages might occur) for any direct damages in excess of the fees paid or payable for the Service Order giving rise to the claim during the twelve (12) months before the cause of action arose.

11. INSURANCE.

11.1. **General.** Coalfire Federal will maintain the insurance coverage specified in Section 11.2 during the Term at Coalfire Federal's sole expense. With respect to any professional liability coverage that is issued on a claims-made basis, the retroactive coverage date if any will be no later than the Effective Date of the Service Order. Further, such claims-made policies will be maintained for a period of not less than two (2) years following the expiration or termination of this Agreement. All such coverage will be issued by insurers properly licensed to do business in the jurisdictions in which the Services are performed. Each such insurer will be rated by A.M. Best Company as "A VIII" or better. For the avoidance of doubt, none of the coverage under this section serves to limit or expand Coalfire Federal's indemnification obligations or other liability under this Agreement. Coalfire Federal will provide its current standard Certificate of Insurance at Client's request.

11.2. **Coverage.** During the Term of the Agreement, Coalfire Federal will maintain the following insurance coverage: (1) statutory workers compensation, as required by applicable law; (2) employer's liability, with a minimum limit of one million dollars (\$1,000,000); (3) automobile liability insurance including owned and non-owned automobiles with a combined single limit of one million dollars (\$1,000,000); (4) commercial general liability, including products liability, completed operations liability, personal injury, advertising injury

and contractual liability, on an occurrence basis, with the following minimum limits for bodily injury and property damage: one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the aggregate; (5) umbrella/excess liability, providing additional limits above the employer's liability automobile liability and commercial general liability policies with limits of ten million dollars (\$10,000,000) per occurrence and in the aggregate; (6) commercial crime insurance for theft of money, securities and other tangible personal property of Client resulting directly from the theft by Coalfire Federal employee while performing professional services for Client and with a minimum limit of three million dollars (\$3,000,000) per loss and annual aggregate and including Client as a joint loss payee; (7) professional liability insurance with a minimum limit of five million dollars (\$5,000,000) per claim and in the aggregate, addressing network security and privacy liability; (8) property insurance covering Coalfire Federal's tangible property on a replacement cost basis; and (9) such other coverage, if any, as Coalfire Federal may be required to maintain pursuant to applicable laws and regulations.

12. GENERAL TERMS.

12.1. Compliance with Laws. Each Party agrees and acknowledges that it is aware of, understands, has complied with, and will comply with, all laws applicable to it in the performance of this Agreement, in effect on or that become effective after the Effective Date of the Service Order, including but not limited to: (i) anti-corruption laws such as the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act and other local anti-corruption laws; (ii) data privacy laws, regulations and regulatory guidance; (iii) export/import and economic sanctions laws ("Trade Control Laws"); (iv) immigration, and labor and employment laws; (v) employment opportunity and anti-discrimination laws; and (vi) environmental laws, and all contract clauses required by such laws are incorporated herein by reference. Coalfire Federal reserves the right to suspend Services (with reasonable efforts to provide advance notice to the Client) if it reasonably believes that such suspension is necessary to comply with applicable law or government requests, Client's use of the Services poses any other security or vulnerability risk to Coalfire Federal, or if Client's use of the Services materially violates the terms of this Agreement. Such suspension will be immediately lifted once the underlying issue is resolved.

12.2. Governing Law; Venue. This Agreement is governed by and construed in accordance with the laws of the State of Virginia, without giving effect to conflict of law rules, for the purpose of any action, suit or proceeding arising out of or relating to this Agreement. Each Party unconditionally and irrevocably submits to the exclusive jurisdiction of the state and federal courts located in Fairfax County, Virginia for the purpose of any action, suit or proceeding arising out of or relating to this Agreement. The United Nations Convention of Contracts for the International Sale of Goods does not govern this Agreement and is expressly excluded.

12.3. Waiver of Jury Trial. THE PARTIES HEREBY IRREVOCABLY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY AMENDMENT OR ADDENDUM TO THE AGREEMENT OR THE TRANSACTIONS THAT ARE THE SUBJECT MATTER OF THE AFOREMENTIONED DOCUMENTS. Each Party states that each Party was represented by counsel or had the opportunity to be represented by counsel in connection with the Agreement.

12.4. Trade Compliance. The export, re-export, or in-country transfer of the Coalfire Federal products and information may be subject to the export laws and regulations of the U.S. and other jurisdictions including, but not limited to, the U.S. Export Administration Regulations. The export or re-export of Coalfire Federal products and information in violation of the foregoing laws and regulations is strictly prohibited. Client agrees that it will comply with all applicable export or import control laws and regulations and obtain appropriate U.S. and foreign governmental authorizations before exporting, re-exporting, importing, transferring or using the Coalfire Federal products and information. In the event of transfer of products or information in accordance with this Section 12.3, the discloser agrees that it will not provide or make accessible to the recipient any export-controlled information or materials without first informing the recipient

of the export-controlled nature of the information or materials as well as any specific instructions regarding the mechanism pursuant to which such information or materials should be passed. The recipient shall indemnify and hold the discloser harmless for all claims, demands, damages, costs, fines, penalties, attorney's fees, and all other expenses related to or arising out of the failure of the recipient to comply with the terms of this paragraph or U.S. Government export laws and regulations. The Coalfire Federal products and information may be subject to import, distribution, transfer, or use restrictions for which Client is solely responsible. The Coalfire Federal products and information are prohibited for export or re-export to Cuba, North Korea, Iran, Syria, the Crimea Region of Ukraine and to any other country or region subject to trade sanctions. Client will not, directly or indirectly, facilitate giving a sanctioned country or entity access to the Coalfire Federal products and information. Client represents that it is neither located in, nor a resident or national of, any prohibited country or region, and that Client is not a sanctioned person or entity named on a U.S. or other government list (including lists published by the U.S. Government, European Union, and United Nations).

12.5. Force Majeure. Neither Party will be liable for any failure to perform due to circumstances beyond its reasonable control, including without limitation, acts of God, acts of government, natural disasters, fire, civil unrest, acts of terror, pandemic, labor problems (other than those involving such Party's employees), Internet or telecommunications failures, or cyberattacks. A force majeure event will not include a Party's financial inability to perform its obligations. If any force majeure event occurs, the affected Party will give prompt written notice to the other Party and will use commercially reasonable efforts to minimize the impact of the event. Dates by which performance obligations are scheduled to be met will be extended for a period equal to the time lost due to any delay caused by a force majeure event.

12.6. Relationship of the Parties. In providing the Services, Coalfire Federal is acting as an independent contractor. Neither Party will be deemed a joint employer of the other's employees, and each Party will be responsible for any and all claims by its employees except for those caused by the other Party directly or as a result of an employee's presence in the other Party's premises. Nothing in this Agreement will be deemed or construed to create a joint venture, partnership, fiduciary or agency relationship between the Parties for any purpose. Neither Party will have the power to bind the other or incur obligations on the other Party's behalf without the other Party's prior written consent.

12.7. Non-Solicitation. To the extent the following does not conflict with the Executive Order on Promoting Competition in the American Economy dated July 9, 2021 curtailing the unfair use of non-compete clauses and other clauses or agreements that may unfairly limit worker mobility, neither Party will solicit, offer work to, employ, or contract with, directly or indirectly, on its own behalf, any of the other Party's Personnel or the Personnel of its Affiliates during their participation in the Services or during the twelve (12) months after the conclusion of such Services. For the purposes of this Section 12.6, "Personnel" includes any individual or company a Party employs or has employed as a partner, employee or independent contractor and with which a Party comes into direct contact in the course of the Services. If a Party breaches this Section 12.6, the breaching Party will pay compensation to the non-breaching Party in the form of liquidated damages equal to the greater of one (1) year's compensation either (a) offered to the Personnel by the breaching Party or (b) paid or offered to the Personnel by the non-breaching Party. However, this Section 12.6 will not apply to Personnel who independently respond to indirect solicitations (such as general newspaper advertisements, employment agency referrals and internet postings) not targeting such Personnel.

12.8. Subsidiaries and Subcontractors. Coalfire Federal may use its subsidiaries and/or subcontractors to perform the Services. Any act or omission by a subsidiary or subcontractor is deemed an act or omission of Coalfire Federal.

12.9. Waiver and Severability. No failure or delay by either Party in exercising any right under this Agreement will constitute a waiver of that right. All waivers must be in writing and signed by the Party granting the waiver. The waiver by a Party of any of its rights or remedies in a particular instance will not

operate as a waiver of any subsequent event or breach by the other Party. If any provision of this Agreement is deemed invalid, illegal or unenforceable, that provision will be restated so that it is enforceable to the maximum extent permissible under law and is consistent with the original intent and economic terms of the invalid provision. The remainder of this Agreement will remain valid and enforceable in accordance with its terms.

12.10. Assignment. Neither Party may transfer or assign any of its rights or delegate any of its obligations under this Agreement, in whole or in part and including any transfers by operation of law, without the prior written consent of the other Party. However, either Party may transfer or assign this Agreement in its entirety without the consent of the other Party to an Affiliate or in connection with a merger, acquisition, and corporate reorganization, sale of all or substantially all of its assets or a similar transaction. Any attempted assignment or transfer in violation of this Section 12.9 will be null and void. This Agreement will be binding on and inure to the benefit of the Parties and their respective permitted successors and assigns.

12.11. No Third-Party Beneficiaries. No term or provision of this Agreement is intended to be, nor will be, for the benefit of any customer, person, firm, organization or corporation not a party hereto, and no such third party will have any right or cause of action hereunder.

12.12. Survival. Any provision of this Agreement which is intended to survive expiration or termination will survive, including, without limitation, confidentiality, non-solicitation, personal data processing, restrictions on use of intellectual property, indemnity, limitations on liability and disclaimers of warranties and damages, governing law, and Client's payment obligations accrued prior to termination.

12.13. Language. The Parties intend for the language of this Agreement to be English. Any translation is for the purpose of convenience only. If this Agreement or any applicable Addendum is translated in any language other than the English language, then in the event of a conflict between the English language version and the translated version, the English language version will prevail in all respects.

12.14. Notices. Unless otherwise stated, any notice provided under this Agreement shall be in writing, addressed to each Party as identified and delivered at the address set forth in the Service Order, and will be considered given: (i) when delivered personally to an employee or agent of the Party and signed for by the recipient, (ii) five (5) days after mailing, when sent certified mail, return receipt requested and postage prepaid, (iii) upon receipt when sent via a commercial overnight carrier, fees prepaid, or (iv) upon acknowledgement of receipt by the recipient to the email address provided in the Service Order. All notices shall reference the Service Order number.

12.15. Counterpart Copies. This Agreement may be executed in multiple counterparts, by original, or via other electronic signature, each of which will be deemed an original, and such counterparts together will constitute one and the same instrument.

12.16. Order Of Precedence. In the event of any conflict among the terms of this Agreement, the following order of precedence will apply: (i) this Agreement and any amendments signed by both Parties, (ii) the SOW; and (iii) the Service Description or any document referenced but not signed by both Parties. If there is a conflict between the terms of this Agreement and a SOW, the terms of this Agreement will apply except where the terms of the SOW specifically state otherwise. This Agreement and each applicable SOW prevail over any conflicting or additional terms of any purchase order, acknowledgement or confirmation or other document issued by Client, even if signed and returned by Coalfire Federal.

12.17. Entire Agreement and Amendments. This Agreement is the entire agreement between the Parties with respect to its subject matter and supersedes all prior and contemporaneous agreements, whether oral or written, relating to that subject matter. This Agreement may be amended or supplemented only by a writing that refers to this Agreement and that is signed by both Parties. The Parties agree that this

Agreement will be interpreted without bias against the drafting party. The Parties hereto expressly agree and acknowledge that it is not entering into this Agreement in reliance upon any representations, promises or assurance other than those expressly set forth in this Agreement.