



FINCH COMPUTING LICENSE AGREEMENT

This Finch Computing License Agreement (“License Agreement”) is entered into as of [DATE] (the “Effective Date”) by and between Finch Computing, a division of Qbase, LLC, an Ohio limited liability company with offices at 12018 Sunrise Valley Drive, Suite 300, Reston, VA 20191 (“Finch Computing”) and [COMPANY], with its principal place of business at [ADDRESS] (“Customer”), each of whom is individually a “Party” to this agreement, and may collectively be referred to as the “Parties”.

In consideration of the mutual covenants and undertakings herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Customer and Finch Computing hereby agree as follows:

This License Agreement includes and hereby incorporates by reference the Finch Computing Maintenance and Support Policy attached as Exhibit A, the Initial Sales Order attached as Exhibit B, any and all additional Sales Orders hereunder, and all other exhibits hereto and thereto.

I. DEFINITIONS

In addition to any terms defined elsewhere in this License Agreement, or in any Sales Orders or exhibits incorporated by reference thereto, the following capitalized terms as used herein shall have the meaning ascribed to them below:

1.1 “Authorized Applications” shall mean: (a) if an applicable Sales Order does not specify a Program/Organization/Network, websites and other products or services offered by Customer to end-users; and (b) if an applicable Sales Order specifies a Program/Organization/Network, websites and other products or services offered by Customer (or, if applicable, the specified third-party) to end-users through such Program/Organization/Network. Authorized Applications do not include third-party websites or other third-party products or services through which the Products, Licensed Output, or products/services referenced in (a) or (b) may be displayed or accessed.

1.2 “Authorized End-Users” shall mean persons permitted to use the applicable Product as specified in each applicable Sales Order. In such circumstances where a Sales Order does not specify a particular Program/Organization/Network for a Product, this group includes Customer’s employees and contractors; in circumstances where a Sales Order does specify that a Product is limited to a specific Program/Organization/Network (whether an internal Customer Program/Organization/Network or a third-party Program/Organization/Network on whose behalf Customer has ordered such Product, this group includes employees and contractors of Customer or identified third-parties who are providing services to such Program/Organization/Network.

1.3 “Standby Product” shall mean a Product, designated as such in the applicable Sales Order, for use by Customer in the case of a failure of a Production Product.

1.4 “Customer Materials” shall mean the information, content, data, and materials provided by Customer to be processed by the Products.

1.5 “Development and Test Product” shall mean a Product, designated as such in the applicable Sales Order, for use by Customer solely to test new functionalities and features of Products and Services and to develop and test their integration into, and interoperability with, third-party and Customer systems.



1.6 “Documentation” shall mean help guides and manuals published by Finch Computing and made generally available by Finch Computing for the applicable Products.

1.7 “Finch Computing Agreement” shall mean a License Agreement, SaaS Agreement, sales agreement, or any other contractual arrangement that Finch Computing and Customer have entered into, and includes, for avoidance of doubt, all Sales Orders executed thereunder or in connection therewith.

1.8 “Fees” shall mean the fees set forth in any Sales Orders.

1.9 “Intellectual Property Rights” shall mean rights in any and all forms of intellectual property including, without limitation, patents, copyrights, marks, trade secrets and proprietary know-how related to or covering Products, where patents shall include without limitation any patents allowed or issued on any pending, provisional, or later filed applications, and any reissues, extensions, divisions, continuations, and continuations-in-part, and any foreign patents or applications corresponding thereto throughout the world.

1.10 “Licensed Output” shall mean the machine-readable format documents that have been processed by the Software to enrich Customer Materials and returned to the Customer.

1.11 “Production Product” shall mean a Product, designated as such in the applicable Sales Order, for Customer’s regular use to provide services to Customer’s internal or external end-users or clients, as denoted in the applicable Sales Order.

1.12 “Product Materials” shall mean any written materials, including Documentation and training materials, provided by Finch Computing to Customer.

1.13 “Product(s)” shall mean the products and services provided or licensed by Finch Computing to Customer under any executed Finch Computing Agreement.

1.14 “Program/Organization/Network” shall mean the program, business, division, organization, and/or network specified in a Sales Order for a certain Product.

1.15 “Sales Order” shall mean: (i) a document issued by Finch Computing and signed by both Parties specifying Products ordered by Customer with associated pricing and Term information, or (ii) a document ordering Products submitted by Customer, and accepted by Finch Computing, as evidenced by the issuance of a Finch Computing invoice that references the ordering document.

1.16 “Software” shall mean any software code, protocols, program codes, audiovisual effects created by program code, databases, specifications, algorithms, models, graphics, and documentation related to all the foregoing, provided by Finch Computing to Customer as part of, or for use with, a Product, including any updates, releases, improvements or modifications provided by Finch Computing as part of its support and maintenance services, but excluding any third-party software (e.g., operating systems, open source software, and other third-party software).

1.17 “Term” shall mean the date period for licensed usage applicable to such Product, as defined and set forth in the Sales Order, or otherwise in the Finch Computing Agreement, applicable to such Product.

II. TERM AND TERMINATION

2.1 Term. With respect to each Product ordered under a Sales Order hereunder, this License Agreement shall be effective as of the Effective Date and shall continue for the Term specified in the Sales

Order. With respect to each Sales Order, upon the expiration of the Term, this License Agreement shall automatically renew unless Finch Computing or Customer provide written notice to the other Party of its intent not to renew. Notice must be given no later than thirty (30) days prior to the expiration of the then-current Term. With respect to each Sales Order, the rights and other terms applicable to the Product(s) and Licensed Output shall be the same for each renewal Term as for the initial Term, unless otherwise agreed to.

2.2 Termination. If Customer or Finch Computing breaches the License Agreement, the other Party may terminate such agreement in whole or, at its option, with respect to the individual Product for which the breach relates by providing written notice within thirty (30) days of discovering the breach. The breaching party then has thirty (30) days from receipt of notice to cure the breach. The foregoing notwithstanding, if Customer fails to make payment of any Fees when due for any Product, Finch Computing may terminate the License Agreement under which such Product is provided in whole or, at its option, with respect to individual Products upon five (5) days' notice to Customer, unless such payment is made in full within such five (5) day period. At its option, Finch Computing shall have the right to treat any breach by Customer of the License Agreement as a breach by Customer of any or all other Finch Computing Agreements to which Customer is a Party. In addition, Finch Computing may terminate any and all Finch Computing Agreements, in whole or, at its option, with respect to particular Products, immediately upon notice to Customer in the event Customer offers any products or services that, in Finch Computing's sole discretion, compete with any of the Products or materially breaches any confidentiality obligations or intellectual property use restrictions set forth in the Finch Computing Agreement(s). Either Party may terminate the License Agreement immediately upon notice to the other Party if no Sales Orders are then in effect under such agreement. The foregoing notwithstanding, nothing in this provision shall supersede the provision for termination or Disputes provided by 48 C.F.R. § 52.212-4 in an applicable GSA contract. If the Customer is an agency, department, or instrumentality of the U.S. Government ("Federal Government"), termination by Finch Computing is permissible only if such remedy is granted to it after conclusion of the Contracts Disputes Act's alternative disputes resolution process.

2.3 Effect of Termination. Upon expiration or termination of the License Agreement, in whole or with respect to any individual Product, (a) Customer shall immediately cease using any such Products, Product Materials, and/or Proprietary Information provided under such agreement (or, if terminated in part, with respect to the Products subject to termination), and Finch Computing shall cease using any Customer Materials and/or Proprietary Information, except in connection with the performance of its obligations under any Finch Computing Agreement then remaining in effect, and (b) each Party shall certify to the other Party within thirty (30) days after expiration or termination of such License Agreement that it has destroyed, or has returned to the other Party, all materials (including copies) belonging to such Party referred to herein, whether or not modified or merged into other materials. However, the requirements of this section shall not apply with respect to Products or Proprietary Information that Customer is entitled to use under a Finch Computing Agreement then remaining in effect. Similarly, with respect to Finch Computing, the requirements of this section shall not apply to Customer Materials or Proprietary Information that Finch Computing reasonably needs to provide Products to Customer under a Finch Computing Agreement then remaining in effect. Customer's rights to use, in accordance with, and subject to, any applicable License Agreement, the Licensed Output generated prior to the date of such termination shall survive the expiration or termination of such agreement, unless Finch Computing has terminated the License Agreement (in whole or in part) for breach by Customer.



2.4 Survival. The provisions of Articles V, VI, VII, and IX of these terms and conditions shall survive any expiration or termination of this License Agreement.

III. LICENSES

3.1 License Grant. For each Product provided in a Sales Order under this License Agreement, and subject to these terms and conditions, including the payment of applicable Fees, all licensing and use provisions related to Licensed Output, and all other restrictions, Finch Computing hereby grants to Customer, for the duration of the Term specified for such Product, a non-transferable, non-exclusive, non-sublicensable, non-assignable license under Finch Computing's Intellectual Property Rights:

(a) to install, execute, use, access, and operate, and permit its Authorized End-Users to install, execute, use, access, and operate, the Software solely for the purpose of use, in accordance with the terms hereof and any Documentation provided;

(b) if such Sales Order includes a Production Product, to use such Production Product to generate Licensed Output (used solely in accordance with section 3.2 herein), subject to any further restrictions set forth in such Sales Order, and subject to any additional usage rights expressly set forth in such Sales Order; provided, however, that (i) if the Sales Order specifies that such Product is to be used for "internal" use, Customer shall restrict use of such Production Product (including restricting persons who can submit input/queries to such Product or restricting the source of data being enriched) to a defined set of Authorized End-Users, and (ii) if the Sales Order specifies that such Product is to be used for "external" use, Customer shall restrict use of such Production Product (including restricting persons who can submit input/queries to such Product or restricting the source of data being enriched) to a total number of: (A) Authorized End-Users, and (B) persons using the Product through Authorized Applications.

(c) if Sales Order includes a Standby Product, to use that Standby Product solely (i) for backup and standby purposes, and (ii) in production solely in the event the associated Production Product fails; provided, however, that in no event may Customer or its Authorized End-Users use both the Production Product and Standby Product in production (i.e., to provide services to end users) concurrently, and provided further that when such Standby Product is used in production, the license and use restrictions applicable to Production Products shall apply; and

(d) if Sales Order includes a Development and Test Product, to use, and authorize its Authorized End-Users to use, the Software therein solely for internal development and test purposes, to test new functionalities and features of Products, and to develop and test their integration into, and interoperability with, third-party or Customer systems.

Customer may allow its Authorized End-Users to use the Products provided hereunder in connection with the foregoing rights granted to Customer, provided that Customer shall ensure that each of them comply with all terms and conditions hereof and use such Products for the purposes contemplated and permitted by any applicable Sales Order, solely as necessary to provide services to Customer.

3.2 Licensed Output. The scope of Customer's right to use the Licensed Output generated by a specific Product under a Sales Order shall be established by the terms specified in such order, subject to the terms and conditions set forth herein, including payment of all applicable Fees and compliance with all of the following use restrictions:

(a) if the applicable Sales Order specifies that a Product is for “internal” use (or does not specify whether for internal or external use), Customer shall have the right, and shall have the right to authorize its Authorized End-Users, to reproduce, display, create derivative works from, and distribute the Licensed Output solely for the internal use of Customer (or, if the applicable Sales Order specifies a third-party Program/Organization/Network, for internal use within such Program/Organization/Network). For the avoidance of doubt, such Licensed Output may not be displayed, distributed, or disclosed to any third-party except as expressly set forth herein, subject to any further restrictions and usage rights set forth in a Sales Order. Without limiting the foregoing, if such Sales Order specifies a Program/Organization/Network, then the foregoing license shall be further restricted such that the number of Authorized End-Users permitted to access or view the Licensed Output shall be limited to such Authorized End-Users as are working on or for the specified Program/Organization/Network.

(b) if the applicable Sales Order specifies that a Product is for “external” use, Customer shall have the right, and shall have the right to permit its Authorized End-Users, to reproduce, display, create derivative works from, and distribute the Licensed Output: (i) for internal use as described in, and to the extent permitted by, Section 3.2(a) above; or (ii) on, and in connection with, Authorized Applications, subject to any restrictions and usage rights set forth in a Sales Order. Without limiting the foregoing, if such Sales Order specifies that the applicable Product is limited to a fixed or maximum number of Authorized End-Users, then the foregoing license shall be further restricted to that number of persons permitted to access or view the Licensed Output on Authorized Applications.

3.3 License Restrictions. Customer shall not translate, reverse engineer, disassemble, decompile, reproduce, distribute, or otherwise attempt to derive the source code of any Software, or any third-party software, included in the Products. Nor may Customer modify or create derivative works based on the Products, or any portion of them, including the act of training a model using the Licensed Output; nor separate the contents of any Products; nor permit others to do any of the foregoing.

Without limiting any restrictions contained elsewhere in any Finch Computing Agreement, the limited rights and licenses granted under this License Agreement are subject to the following restrictions:

Except as otherwise expressly authorized in any Finch Computing Agreement:

(a) no provision of any Finch Computing Agreement is intended to grant Customer a license under any Finch Computing Intellectual Property Rights;

(b) the Products and Licensed Output shall not be used for the benefit of any third-party (including, for example, to process and enrich data or provide services to third-parties), other than Authorized End-Users of the Products that are within the scope of the permitted use specified in a Sales Order;

(c) neither the Products nor Licensed Output shall be used for time-sharing, rental, outsourcing, or as a service bureau (sometimes referred to as “software as a service”), unless, and solely to the extent, so specified in the applicable Sales Order, or otherwise expressly agreed to in writing by Finch Computing;

(d) to the extent applicable and indicated in the Sales Order, the Products may only be used by Authorized End-Users and/or for the Program/Organization/Network identified; and

- (e) Customer shall not use any Products or Licensed Output to:
- (i) facilitate, enable, or allow third parties to embed any visual display of the Licensed Output into web sites, such as via an HTML IFRAME, AJAX-driven DIV, an API, or other technology;
 - (ii) provide search or analytical services to third-party web sites or in connection with other third-party products or services;
 - (iii) build or evaluate a tool, product or service that competes with any Product;
 - (iv) construct a gazetteer;
 - (v) publish any benchmark or performance tests or analysis relating to the Products, or the use thereof, without express authorization from Finch Computing;
 - (vi) use the Products to impermissibly reproduce copyrighted materials;
 - (vii) utilize, or enable a third-party to utilize, the Products via any means that bypasses the License Agreement's terms or the Finch Computing registration process, including but not limited to: proxy servers, spiders, scraping robots, or other technology;
 - (viii) distribute, facilitate, or enable access to the Products in any manner deemed by Finch Computing, in its sole discretion, to be objectionable or harmful to the business or reputation of Finch Computing. The following is a non-exhaustive list of activities that are objectionable or harmful to the business or reputation of Finch Computing:
 - contain or promote sexually explicit, lewd and/or pornographic materials, or depictions of violent or sexual acts;
 - promote violence, hate, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age;
 - be libelous, defamatory, knowingly false, or misrepresent another person;
 - harass, threaten, abuse, or insult end-users or any other person;
 - offer or disseminate any fraudulent goods, services, schemes, or promotions, including any make-money-fast schemes, chain letters, or pyramid (Ponzi) schemes;
 - (ix) use the Products in any way that violates this Agreement;
- or
- (x) use the Products for any unlawful purposes or for the promotion of illegal activities.

3.4 Ownership/Retention of Rights. Finch Computing reserves all rights not expressly granted to Customer under this License Agreement. Without limiting the generality of the foregoing, Customer acknowledges and agrees that: (a) except for the rights and licenses granted under a Finch Computing Agreement, Finch Computing and its suppliers retain all rights, title and interest, including all Intellectual Property Rights, in and to the Products and Product Materials, as well as any data or software included therein, but excluding the Customer Materials; (b) the grant of rights hereunder to the Products is not a sale of the Products or any portion thereof, and Customer does not acquire ownership of any Intellectual Property Rights or other rights, express or implied, in or to the Products, or Product Materials; (c) any configuration or deployment of the Products shall not affect or diminish Finch Computing's rights, title, and interest in and to the Products, the Licensed Output, or any portion thereof; and (d) if Customer suggests any new features, functionality, or performance for the Products ("Customer Enhancements", including all Intellectual Property Rights therein), those suggestions and their underlying basis shall be the sole and exclusive property of Finch Computing, free of any confidentiality restrictions that might otherwise be imposed upon Finch Computing pursuant to Article IX of this License Agreement. Customer hereby irrevocably assigns to Finch Computing all Intellectual Property Rights and all other rights and title to the Customer Enhancements. Customer retains all rights in the Customer Materials not expressly granted to Finch Computing. If Customer is Federal Government, Customer shall receive unlimited rights in Customer Enhancements in accordance with 48 C.F.R. § 52.227-14. Customer agrees to execute such further documents and agreements as reasonably requested by Finch Computing from time to time to vest, perfect, or evidence Finch Computing's Intellectual Property Rights, or title in and to any Customer Enhancements, and to otherwise confirm and ensure Finch Computing's rights and interests contemplated or provided for in any Finch Computing Agreement.

3.5 Government Rights. This Section 3.5 applies to all Products ordered or used by the Federal Government, or by any prime contractor or subcontractor (at any tier), under any contract, grant, cooperative agreement, or other activity with the Federal Government. The Federal Government hereby agrees that (a) any Software provided with the Products is a "commercial item" as that term is defined in 48 C.F.R. § 2.101, consisting of "commercial computer software" and "commercial computer software documentation", as such terms are used in 48 C.F.R. § 12.212; (b) any technical data provided with such Products is commercial technical data as defined in 48 C.F.R. § 12.211, and (c) consistent with 48 C.F.R. § 12.211 through 12.212, 48 C.F.R. § 227.7202-1 through 227.7202-4, and 48 C.F.R. § 252.227-7015, the Products and Software are provided to the Federal Government only pursuant to the terms and conditions of this agreement. No term or condition of any Finch Computing Agreement (including this License Agreement) shall be applicable to the extent it conflicts with any federal laws of the United States, including the Federal Acquisition Regulations ("FAR"), or any agreement by and between Finch Computing and the Federal Government (including any provisions relating to warranties or rights of termination).

3.6 Branding Obligations and Trademarks. When displaying, performing, or distributing any Licensed Output, Customer shall use and display the Finch Computing or Finch for Text® logos in connection with such Licensed Output, if so required by the Sales Order. Customer may not alter or remove any logos, trademarks, or service marks of Finch Computing (collectively, "Trademarks") applied to the Products unless approved in writing in advance by Finch Computing. Except as expressly set forth in any Finch Computing Agreement, nothing contained herein shall be construed to grant Customer any right, title, or interest in or to, any Finch Computing Trademarks, or to any trademarks, logos, or service marks of any third-party supplier of Finch Computing. Customer acknowledges Finch Computing's exclusive ownership of such Trademarks.

IV. SUPPORT AND MAINTENANCE SERVICES

Finch Computing's support and maintenance policy is attached hereto as Exhibit A and is subject to change by Finch Computing from time to time. Any updates, releases, improvements, or modifications of any Software provided by Finch Computing pursuant to Exhibit A shall be subject to the provisions under this License Agreement. With respect to any Product ordered by Customer for which maintenance and support services are offered, Finch Computing shall provide such maintenance and support, subject to the terms and conditions of this License Agreement, and for so long as Customer has paid maintenance and support Fees due for the Term. If Customer is receiving maintenance and support services hereunder, it must implement and use all software updates, releases, improvements, and modifications provided by Finch Computing as part of such services.

V. LIMITED WARRANTIES AND DISCLAIMERS

5.1 Authority. Each Party represents and warrants that it has the authority to enter into this License Agreement and any applicable Sales Orders.

5.2 Disclaimers. EXCEPT AS OTHERWISE EXPRESSLY WARRANTED IN ANY FINCH COMPUTING AGREEMENT, THE PRODUCTS, PRODUCT MATERIALS, LICENSED OUTPUT, DOCUMENTATION AND ANY OTHER MATERIALS, SOFTWARE, DATA AND/OR SERVICES PROVIDED BY FINCH COMPUTING ARE PROVIDED "AS IS" AND "WITH ALL FAULTS," AND FINCH COMPUTING EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND OR NATURE, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, FINCH COMPUTING EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF OPERABILITY, CONDITION, TITLE, NON-INFRINGEMENT, NON-INTERFERENCE, QUIET ENJOYMENT, VALUE, ACCURACY OR QUALITY OF DATA, SYSTEM INTEGRATION, WORKMANSHIP, SUITABILITY, AND ABSENCE OF ANY DEFECTS. FINCH COMPUTING DOES NOT WARRANT THAT THE PRODUCTS, PRODUCT MATERIALS, LICENSED OUTPUT, DOCUMENTATION, AND ANY OTHER MATERIALS, SOFTWARE, DATA AND SERVICES PROVIDED BY FINCH COMPUTING WILL MEET CUSTOMER'S REQUIREMENTS, OR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL ERRORS WILL BE CORRECTED. CUSTOMER ACKNOWLEDGES THAT FINCH COMPUTING'S OBLIGATIONS UNDER THE FINCH COMPUTING AGREEMENT(S) ARE FOR THE BENEFIT OF CUSTOMER ONLY. WITHOUT LIMITING THE FOREGOING, CUSTOMER FURTHER ACKNOWLEDGES THAT THE PRODUCTS INCORPORATE PROPRIETARY INFORMATION AND TECHNOLOGY OF THIRD PARTIES, AND THAT NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, IS GIVEN BY FINCH COMPUTING WITH RESPECT TO SUCH THIRD-PARTY PROPRIETARY INFORMATION AND TECHNOLOGY.

VI. INDEMNIFICATION

If Customer is the Federal Government, this Article VI shall not apply.

6.1 Indemnification. Customer shall indemnify, hold harmless, and, at Finch Computing's election, defend Finch Computing, its suppliers, and their respective officers, directors, employees, agents, and representatives (collectively, the "Indemnified Parties") from and against any losses, damages, costs, and expenses (including attorneys' fees and expenses), directly or indirectly, arising out of any claim relating to: (i) Customer's use, misuse, or possession of the Products and Licensed Output, excluding claims



arising from Finch Computing's gross negligence or claims that any Products infringe any third-party Intellectual Property Rights; or (ii) any third-party claim that the Customer Materials infringe, misappropriate, or violate any Intellectual Property Rights or Proprietary Information of any third-party.

6.2 Conditions. Customer's indemnification obligations under this Article VI shall be subject to the following conditions: (a) the Indemnified Party shall promptly notify Customer in writing no later than ten (10) days after the Indemnified Party's receipt of notification of the claim; provided, however, that failure to notify shall not relieve the Customer of its indemnification obligations unless, and solely to the extent, Customer was materially prejudiced by such failure; and (b) the Indemnified Party provides Customer, at Customer's request and expense, with the reasonable assistance, information, and authority necessary for the Customer to perform its obligations under this Article VI.

6.3 Third-Party Claims. If a third-party makes a claim against Customer that any Product (excluding any third-party software that is contained in, or part of, the Product) directly infringes any U.S. patent, copyright, or trademark issued as of the Effective Date ("IP Claim"), then Finch Computing shall defend Customer against such IP Claim and pay all costs, damages, and expenses (including reasonable legal fees and costs) awarded against Customer by a court of competent jurisdiction in a final judgment not subject to appeal, or as otherwise agreed to in a written agreement signed by Finch Computing arising out of such IP Claim. The foregoing notwithstanding, Finch Computing shall have no liability or obligation under this Article VI for any IP Claim based on or arising out of: (i) the use of a superseded or altered release of any portion of any Products if the infringement would have been avoided by the use of a current or unaltered release of any such Products, provided that Finch Computing has made such current or altered release available to Customer, (ii) any modification of any Product not authorized in writing by Finch Computing, (iii) the use of any Product other than in accordance with the Documentation and this License Agreement, (iv) the use of any Products in combination with software or hardware not provided by Finch Computing, or (v) where the Term of the License Agreement applicable to such Product has expired or been terminated. Further, Finch Computing shall have no liability or obligation under this Article VI if Customer is in default of any payment obligation to Finch Computing hereunder or under any other agreement, obligation, or liability to Finch Computing, or is otherwise in material default of any provision hereunder. If, due to an IP Claim, or the threat of an IP Claim, (a) a Product is held by a court of competent jurisdiction to be infringing on another's IP rights or the result of misappropriation, or in Finch Computing's reasonable judgment may be held to infringe or result from misappropriation by such a court, or (b) Customer receives a valid court order enjoining Customer from using such Product or, in Finch Computing's reasonable judgment, Customer may imminently receive such an order; Finch Computing shall, at its option, (A) replace or modify the Product to be non-infringing, provided that any such replacement or modification of such Product contains substantially similar functionality; (B) obtain for Customer a license to continue using the Product; or (C) terminate the lease and license for the infringing Product and refund the depreciated Fees paid during the then-current Term for the affected Product. The Fees shall be depreciated pro-rata on a straight-line basis based on the percentage determined by dividing (I) the number of months then remaining under the then-current Term for the affected Product by (II) the total number of months in the then-current Term for the affected Product. The foregoing notwithstanding, if the then-current Term for the affected Product is for a Term of five (5) or more years, then the Fees shall be depreciated on a five (5) year straight-line basis. THIS ARTICLE VI STATES THE ENTIRE LIABILITY OF FINCH COMPUTING AND ITS LICENSORS TO CUSTOMER OR ANY THIRD-PARTY WITH RESPECT TO INFRINGEMENT OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHTS.

VII. LIMITATION OF LIABILITY



EXCEPT IN CONNECTION WITH A BREACH UNDER SECTION III OR IX OR A BREACH OF ANY OTHER CONFIDENTIALITY OBLIGATIONS, LICENSE GRANT, OR INTELLECTUAL PROPERTY RESTRICTIONS IN ANY FINCH COMPUTING AGREEMENT, IN NO EVENT SHALL EITHER PARTY OR ITS SUPPLIERS BE LIABLE TO THE OTHER PARTY OR ANY THIRD-PARTY FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM, INCLUDING LOST PROFITS, COSTS OF DELAY, ANY FAILURE OF DELIVERY, BUSINESS INTERRUPTION, COSTS OF LOST OR DAMAGED DATA OR DOCUMENTATION, OR LIABILITIES TO THIRD PARTIES, ARISING FROM ANY SOURCE, EVEN IF THE BREACHING PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE AGGREGATE AND CUMULATIVE LIABILITY OF FINCH COMPUTING ARISING OUT OF OR RELATED TO ANY FINCH COMPUTING AGREEMENT, INCLUDING ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT, OR STRICT LIABILITY, SHALL IN NO EVENT EXCEED THE AMOUNT OF FEES ACTUALLY PAID BY CUSTOMER UNDER THE APPLICABLE FINCH COMPUTING AGREEMENT IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. THIS CLAUSE SHALL NOT IMPAIR THE FEDERAL GOVERNMENT’S RIGHT TO RECOVER FOR FRAUD OR CRIMES ARISING OUT OF OR RELATED TO THIS CONTRACT UNDER ANY FEDERAL FRAUD STATUTE, INCLUDING THE FALSE CLAIMS ACT, 31 U.S.C. §§ 3729-3733.

VIII. PAYMENT; FEES

If Customer is the Federal Government, this Article VIII shall not apply.

8.1 Fees. In consideration of the rights and licenses granted to Customer under any Finch Computing Agreement, Customer shall pay the Fees in the amounts specified in each Sales Order made with respect to this License Agreement. All payments shall be nonrefundable and irrevocable and shall be due and payable in full, without setoff or offsets of any kind or for any reason, within thirty (30) days after the relevant invoice date. In order to receive support and maintenance, customer contract must be current.

8.2 Late Charges. Finch Computing reserves the right to charge, and Customer agrees to pay, a late charge equal to the lesser of: (i) one and one-half percent (1.5%) of the monthly fee per month, or (ii) the greatest amount permitted by applicable law; on any amount that is unpaid on the due date.

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

IX. CONFIDENTIALITY

9.1 Proprietary Information. The term “Proprietary Information” means information, in whatever form provided, relating to a Party’s research, development, technology, or business affairs that

the Party treats as a trade secret, or as proprietary or confidential information, whether now or hereafter existing, and whether or not marked or identified as confidential. For purposes of this License Agreement, (a) Finch Computing's and its suppliers' Proprietary Information shall include, but shall not be limited to, Finch Computing's Intellectual Property Rights, Products, Product Materials, formulas, source code, algorithms, methods, data, know-how, processes, designs, developmental work, marketing requirements, marketing plans, customer names, prospective customer names, third-party proprietary information included in the Products, all terms, conditions, and pricing under each Finch Computing Agreement, and any benchmark or other performance information relating to the Products, regardless of whether such information is marked as Proprietary Information; and (b) Customer's Proprietary Information shall include, but shall not be limited to, the Customer Materials. The term "Receiving Party" means a Party that receives Proprietary Information from the other Party (the "Disclosing Party").

9.2 Confidentiality Obligations. Receiving Party shall not use the Disclosing Party's Proprietary Information for any purpose unrelated to any Finch Computing Agreement and shall limit disclosure of Proprietary Information to those of its employees, officers, directors, contractors, agents, and consultants with a need to know the Proprietary Information, so long as each of them are, and remain, contractually bound to the same obligation of confidentiality for the benefit of Disclosing Party as set forth herein. Receiving Party remains liable for any use or disclosure of any Proprietary Information in violation of this License Agreement. Each Party shall protect the other party's Proprietary Information by using the same degree of care (but no less than a reasonable degree of care) that it uses to protect its own Proprietary Information. The obligations imposed by this Article IX shall survive termination of any Finch Computing Agreement, and shall continue in full force and effect with respect to any Party's Proprietary Information for so long as such Party continues to treat such Proprietary Information as a trade secret, or as proprietary or confidential information, as the case may be. Any provision hereof notwithstanding, the obligations imposed by this Article IX shall not apply to any Proprietary Information that: (a) is, or becomes, publicly known through no fault of the Receiving Party; (b) was developed independently by the Receiving Party prior to the date of disclosure; or (c) is rightfully obtained by the Receiving Party from a third-party entitled to disclose the information without breach of these terms, any Finch Computing Agreement, or other violation of an obligation of confidentiality or nondisclosure. Receiving Party may also disclose Proprietary Information to the extent required by law and a court or other governmental authority of competent jurisdiction, provided that, if legally permitted, Receiving Party promptly notifies Disclosing Party of the disclosure requirement in advance and cooperates with Disclosing Party (at the latter's expense and at its request) to resist or limit the disclosure. Without limiting the foregoing, Customer shall not, without Finch Computing's prior written consent, disclose to any third-party the results of benchmark or other performance tests run on the Products.

X. GENERAL TERMS

10.1 Contract Interpretation. All headings in this License Agreement are included solely for convenient reference and shall not affect its interpretation. As used in this License Agreement, (i) the word "including" means "including but not limited to;" (ii) the word "herein" means in this License Agreement; (iii) the word "and" includes the words "and" and "or"; (iv) references to the plural include the singular, references to the singular include the plural; (v) the word "hereunder" means under this License Agreement; and (vi) section or exhibit references in this License Agreement shall be deemed to be references to sections in, or exhibits to, this License Agreement, except where expressly indicated otherwise. If any provision of this License Agreement is determined by a court to be unenforceable as drafted, that provision shall be



construed in a manner designed to effectuate its purpose to the greatest extent possible under applicable law, and the enforceability of other provisions shall not be affected.

10.2 Notices. Any notice necessary or desirable to be given hereunder shall be in writing and shall be deemed given when sent by certified or registered United States Mail, postage prepaid, return receipt requested, or by a reputable overnight delivery system such as Federal Express, addressed as follows:

if to Finch Computing:

Finch Computing, a division of Qbase, LLC
12018 Sunrise Valley Drive, Suite 300
Reston, VA 20191
Attention: Chief Executive Officer

with a copy to:

Finch Computing, a division of Qbase, LLC
12018 Sunrise Valley Drive, Suite 300
Reston, VA 20191
Attention: General Counsel

if to Customer:

Name
Address
City, State Zip
Attention:

or to such other address of which either party may provide hereunder.

10.3 Relationship of the Parties. Nothing in this License Agreement shall be construed as creating a partnership, joint venture, or agency relationship between the Parties, or as authorizing either Party to act as agent for the other or to enter into contracts on behalf of the other. Neither Party shall represent that it has any authority to assume or create any obligation, express or implied, on behalf of the other Party, nor to represent the other Party as agent, employee, franchisee, or in any other capacity.

10.4 Assignment and Delegation. Customer shall not assign any of its rights, or delegate any of its duties, under this License Agreement without the prior written consent of Finch Computing. Any purported assignment in contravention of this Section 10.4 is null and void. A transfer of a controlling interest of Customer shall be deemed an assignment for purposes of this subsection. Subject to the foregoing, any and all Finch Computing Agreements shall bind and inure to the benefit of any successors or assigns.

10.5 Modifications. This License Agreement may be modified or amended only by a written agreement signed by both Parties. If Customer is the Federal Government, this agreement may only be modified or amended in accordance with the applicable GSA Contract requirements, all applicable provisions of the FAR, or other applicable law.

10.6 Export. Customer acknowledges and agrees that the Products and Licensed Output are subject to the export control laws and regulations of the United States, including the Export Administration

Regulations and regulations of the U.S. Department of Treasury's Office of Foreign Asset Controls, and that Customer shall comply with such laws and regulations. Without limiting the foregoing, Customer shall not, without prior Federal Government authorization, export, re-export, or transfer any Products or Licensed Output, either directly or indirectly, to any country subject to a U.S. trade embargo (e.g., Crimea Region of the Ukraine, Cuba, Iran, North Korea, Syria), or to any resident or national of any such country, or to any person or entity listed on the "Entity List" or "Denied Persons List" maintained by the U.S. Department of Commerce, or the list of "Specifically Designated Nationals and Blocked Persons" maintained by the U.S. Department of Treasury. In addition, the Products and Licensed Output may not be exported, re-exported, or transferred to an end-user engaged in activities related to weapons of mass destruction. Such activities include activities related to: (1) the design, development, production, or use of nuclear materials, nuclear facilities, or nuclear weapons; (2) the design, development, production, or use of missiles or support of missile projects; and (3) the design, development, production, or use of chemical or biological weapons.

10.7 Force Majeure. Finch Computing shall be excused from performance for any period during which, and to the extent that, it or its contractors are prevented from performing any obligation, in whole or in part, as a result of causes beyond its reasonable control, including acts of God, strikes, lockouts, riots, acts of war, terrorism, epidemics, communication line failures, and power failures.

10.8 Counterparts and Exchanges. This License Agreement may be executed simultaneously in two (2) or more counterparts, each of which shall be considered an original, but all of which together shall constitute one and the same instrument. The exchange of a fully executed agreement (in counterparts or otherwise) by electronic exchange shall be sufficient to bind the Parties to the terms and conditions of this License Agreement.

10.9 Publicity. Customer agrees that Finch Computing may announce publicly that Customer and Finch Computing have entered into this License Agreement. Customer agrees that (i) Finch Computing may use Customer as a reference, which may include phone references and include Customer's name on a customer reference list that Finch Computing may provide to potential customers of Finch Computing's Products; (ii) that Finch Computing may include Customer's name in its sales presentations, trade shows, exhibits, and web sites; and (iii) subject to Customer's prior written consent, Finch Computing may use Customer's name and logo and the relationship between the Parties, as a success story for publication (including for case studies and white papers). If Customer is the Federal Government, this Section 10.9 is limited as set forth at 48 C.F.R. § 552.203-71 to the extent that such regulation is incorporated into any applicable GSA contract.

10.10 Governing Law. This License Agreement shall be governed by, and interpreted in accordance with, the laws of the Commonwealth of Virginia, without regard to the conflicts of law rules thereof. Any claim or dispute arising in connection with this License Agreement shall be resolved in the federal or state courts located within the Eastern District of Virginia. To the maximum extent permitted by law, Customer hereby consents, waiving any objections, to the jurisdiction and venue of such courts. This License Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded, nor shall the Uniform Computer Information Transactions Act apply to this transaction. This provision shall not apply where Customer is the Federal Government, where federal laws of the United States shall apply.

10.11 Injunctive Relief. Customer and Finch Computing acknowledge and agree that either Party may be irreparably damaged if the other Party violates its obligations under Article III or Article IX, or both, and the non-breaching Party may not have an adequate remedy in that case. The Parties agree,



therefore, that the non-breaching Party may be entitled, in addition to other available remedies, to an injunction restraining any actual, threatened, or further violation of the other Party's obligations under Article III or Article IX, or both, or any other appropriate equitable order or decree. If Customer is the Federal Government, this Section 10.11 shall not apply.

10.12 Waiver. No waiver under this License Agreement shall be valid or binding unless set forth in writing and duly executed by the Party against whom enforcement of such waiver is sought. Any such waiver shall constitute a waiver only with respect to the specific matter described therein and shall in no way impair the rights of the Party granting such waiver in any other respect or at any other time. Any delay or forbearance by either Party in exercising any right hereunder shall not be deemed a waiver of that right. If Customer is the Federal Government, this Section 10.12 shall not apply.

10.13 Entire Agreement. Subject in all respects to the terms and conditions of any applicable GSA contract, this License Agreement, including any exhibits attached thereto and any Sales Orders executed thereunder, sets forth the entire agreement and understanding between the Parties with respect to the subject matter thereof, and, except as specifically provided herein, supersedes and merges all prior oral and written agreements, discussions and understandings between the Parties with respect to the subject matter thereof.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS LICENSE AGREEMENT AS AN AGREEMENT UNDER SEAL AS OF THE EFFECTIVE DATE.

FINCH COMPUTING

CUSTOMER: [NAME]

SIGNATURE: _____
NAME: _____
TITLE: _____
EMAIL: _____
DATE: _____

SIGNATURE: _____
NAME: _____
TITLE: _____
EMAIL: _____
DATE: _____

FINCH COMPUTING'S ADDRESS:

CUSTOMER'S PRINCIPAL PLACE OF BUSINESS:

**3725 PENTAGON BOULEVARD, SUITE 120
BEAVERCREEK, OH 45431
PHONE: 888-458-0345**

Exhibit A

FINCH COMPUTING MAINTENANCE AND SUPPORT POLICY

Subject to any provisions, conditions and limitations set forth in any Sales Order, maintenance and support services include email and telephone support, error corrections, and software and documentation updates as described below.

1. Definitions

Error - a situation where the Software does not function in accordance with the Documentation.

Fix - the repair or replacement of binary or executable code versions of the Software to remedy an Error.

Workaround - a change in procedures followed by Customer to avoid an Error without substantially impairing use of the Software.

2. Telephone and Email Support

Telephone and email support is available from 9:00 a.m. to 5:00 p.m. Eastern Time, Monday through Friday, excluding holidays observed by Finch Computing. Support calls outside of these times will be directed to an answering service. The answering service will contact a Technical Support representative, who will respond to the customer according to the priority of the Error pursuant to paragraph 3 below. Usage support includes answering questions and providing a reasonable level of guidance to the Customer about the use of the Software, responding to reports of Errors in the Software and determining if the reported Error is a result of a problem with the Software or with other parts and components of Finch Computing Products, including any third-party software or hardware that may be contained in or part of the Finch Computing Property.

Support shall be available from the following sources:

Phone: +1-937-521-4200

+1-888-458-0345

Email: support@FinchComputing.com

3. Error Corrections

Finch Computing is committed to correcting Errors in the then-current version of the Software in a timely manner by providing the repair or replacement of object or executable code versions of the Software. A Finch Computing Technical Support representative will endeavor to resolve suspected Errors at the time of the initial call or email response.

If the Finch Computing Technical Support representative determines that the problem reported by Customer is related to third-party software that is party of or contained in the Finch Computing Product, Finch Computing will work with the provider of the third-party software to address the problem under its support arrangements with such third-part software provider.

If the Technical Support representative cannot resolve the matter while on the call or in the email response, the request for service will be logged and responded to by a Software Engineer according to the priority level of the Error.

PRIORITY 1 - The Software has ceased to work or substantially fails either functionally or at contracted performance levels. Finch Computing will allocate a member of its staff to investigate the problem upon notification and will use commercially reasonable efforts to provide either a practical solution or a workaround within 4 hours if reported during working hours or 12 hours if reported during non-working hours. If this is not achieved, a full-time resource will be allocated to the problem until either a practical solution or a workaround is provided. Status reports will be made twice daily for as long as the problem remains unresolved.

PRIORITY 2 - The Software is causing a problem that is having a major impact to only a small portion of the daily volume of articles or a minor impact on normal operating activities of the Software and no workaround exists (such as a function of the Software has ceased to work as efficiently as previously but is still able to support contracted call volumes). Finch Computing will, on request, allocate a member of staff to investigate the problem upon notification and will use commercially reasonable efforts to provide either a practical solution or a workaround within 3 working days. Status reports will be made on a weekly basis for as long as the problem remains unresolved.

PRIORITY 3 - There is a minor issue related to the software, such matters which are annoying in nature or informational. Finch Computing will use commercially reasonable efforts to respond to these issues or requests in a timely fashion.

If Finch Computing reasonably believes that a problem reported by Customer may not be due to an Error in the Software, Finch Computing will so notify Customer, and Finch Computing shall not proceed further, unless so instructed in writing by Customer. If upon resolution of the problem it is determined that the Error is not a result of an Error in the Software, Customer will be invoiced for time and materials at Finch Computing's then standard rates for the time spent in the resolution process.

Finch Computing shall have no obligation to provide maintenance and support services for problems that are due to: (a) misuse of the Software or (b) incompatible computer or networking hardware or software.

4. Maintenance

Finch Computing will use reasonable efforts to perform maintenance on Thursdays between 8 PM and 9 PM EST or EDT (as applicable), and, in the event of any deviation from this maintenance window, will provide Customer with at least seven (7) days prior notice (or, if less, as much advance notice as is reasonably practicable).

5. Software and Documentation Updates

Finch Computing will make available to Customer all upgrades, improvements or modifications of the Software that Finch Computing makes generally available to supported Finch Computing customers who have executed a License Agreement and does not market as independent Finch Computing products or modules. Finch Computing produces updates only to licensees of the then-most recent versions of the Software; and may condition delivery of any upgrade, improvement or modification on Customer licensing the then-current Finch Computing Products at then-applicable prices. From time to time, Finch Computing may create upgrades, improvements and modifications due to particular circumstances. Such upgrades, improvements and modifications shall not be deemed to have been made "generally available" to Finch Computing customers for purposes of the provisions above. Customers are subject to an upgrade cost if they are not currently on support or if the Software in use is not the most recent issued version.

6. Authorized Personnel.

Finch Computing shall have the right to provide the services under this Exhibit A to any employee of Customer that in Finch Computing's reasonable discretion has the authority to requests services. However, Finch Computing's obligation to perform the services under this exhibit shall be limited to requests made by authorized employees of Customer. Such authorized employees shall be communicated to Finch Computing in writing and shall be updated from time to time by Customer. Finch Computing shall have no obligations in connection with any requests made by any person other than any such authorized employee.

Exhibit B
Sales Order



Finch Computing, a division of Qbase, LLC

3725 Pentagon Blvd., Suite 120
Beavercreek, OH 45431
Phone: +1 937 521 4200 Toll Free: +1 888 458 0345
www.finchcomputing.com
FED TAX ID #27-1718054 DUNS #621130959
VETS 100 #T134362 Cage Code 4HH91

Company Name: [customer]
[address]
{address 2}
Attn: [contact]

Sales Order Number: xxx-xxxx
Sales Order Valid From: [date]
Sales Order Valid To: [date]

Sales Order covered under the Finch Computing License Agreement effective [date]

Quantity	Product Code	Description	List Price	Discount	Line Total
xxx	xxx	Xxx	\$x.00	x%	\$x.00

All amounts exclusive of taxes, duties, shipping and handling

Subtotal: \$ x.00

Discount: \$ x.00

Total: \$ x.00

➤ [special terms / restrictions / purpose of use]

License Start: [date]
License End: [date]

Upon acceptance of this Sales Order by customer, or acceptance by Finch Computing of a purchase order from customer attaching this Sales Order or referencing this Sales Order by the Sales Order number set forth above, this Sales Order shall be incorporated into the Finch Computing License Agreement between the Parties referenced above. All Products ordered hereunder shall be subject to the terms and conditions set forth in such Finch Computing License Agreement and any additional terms and conditions set forth in this Sales Order. In the event of any inconsistency between any provision of this Sales Order and the Agreement, the provisions of the Sales Order shall control.

Provided by:
Finch Computing

Agreed and Accepted:
[customer]

Signature: _____
Name:
Title:
Date:

Signature: _____
Name:
Title:
Date: