Antithesis Proof of Concept Terms

These Antithesis Proof-of-Concept Terms (these "**Terms**") together with the Order Form incorporating these Terms by reference and the other documents referred to therein, form the entire agreement (the "Agreement") by and between Antithesis Operations, LLC ("**Antithesis**"), with offices located at 8607 Westwood Center Drive Suite 550, Vienna, Virginia 22182 and the Customer (as set forth in the Order Form), effective as of the Effective Date set forth in the Order Form. Customer and Antithesis may be referred to herein individually as a "**Party**" and collectively as the "**Parties**."

1. Definitions

In addition to any terms defined throughout these Terms or in an Order Form, when used in these Terms, the following capitalized terms shall have the meanings indicated below:

1.1 "**Antithesis Data**" means the information, data, reports, results or other outputs arising from performance of the Proof of Concept pursuant to an Order Form, including the Generic Results.

1.2 "**Antithesis Offering**" means the Antithesis online platform and professional services relating to autonomous software testing that is designed to identify and diagnose bugs in Customer's software, as well as any updates, upgrades, improvements, and enhancements to the platform and professional services.

1.3 "**Background IP**" means intellectual property and all intellectual property rights therein (a) owned or controlled by a Party as of the Effective Date of the Agreement, or any modifications, improvements, enhancements or derivatives thereof made during the term of the Order Form without reference to or reliance upon the other Party's Confidential Information; or (b) that a Party independently authors, conceives, develops, reduces to practice, controls or acquires outside this Agreement, without reference to or reliance upon the other Party's Confidential Information. Antithesis's Background IP includes, but is not limited to, the Antithesis Offering. Customer's Background IP includes, but is not limited to, the Software.

1.4 "**Confidential Information**" means any proprietary, nonpublic information related to the business, technology, products, processes or customers of a Party disclosed by a Party ("**Disclosing Party**") to the other Party ("**Receiving Party**") pursuant to this Agreement. Confidential Information may include, without limitation, any and all nonpublic information, knowhow, data, designs, plans, specifications, structures, documents, trade secrets, ideas,

concepts, products, processes, prototypes, formulas, works in progress, systems, technologies, manufacturing or marketing techniques, business or financial information and other confidential and proprietary information of the Disclosing Party. Confidential Information may be written, recorded or otherwise fixed in a tangible medium, electronically communicated, or orally or visually communicated, furnished, provided or disclosed by a Disclosing Party, or acquired by a Receiving Party, directly or indirectly, from the Disclosing Party.

1.5 "**Container**" means an assemblage of runtime libraries, system components, program configuration, test data, utilities, and scripts that enables execution of Customer's proprietary software application described on Exhibit A ("**Software**").

1.6 "**Customer Data**" means the information and data submitted or otherwise included in a Container and specifically excludes Antithesis Data.

1.7 "**Data**" means either the Antithesis Data or the Customer Data, respectively as the context dictates, and their associated intellectual property rights, as provided herein.

1.8 "**Generic Results**" means data and/or "skills or knowledge of a general nature" acquired by Antithesis in connection with the use of the Antithesis Offering by or on behalf of Customer and/or during the course of performing the Proof of Concept, including without limitation that which (a) are incapable of identifying Customer as the source of such data and/or skills or knowledge of a general nature, and (b) (i) relate to coding faults, errors, bugs and flaws in third party software and/or open source software incorporated into the Customer source code, and/or (ii) relate to coding faults, errors, bugs and flaws existing within the Customer source code and which represent faults, errors, bugs and/or flaws that may be commonly created in connection with general software coding practices unrelated to the specific purposes and utility of the Customer source code. For purposes hereof, "skills or knowledge of a general nature" may include, without limitation, information that is publicly known or that could reasonably have been acquired in the conduct of similar work performed for another entity; provided that any information obtained from Company under an obligation of confidentiality hereunder is specifically excluded.

1.9 "**Order Form**" means an order form, whether in paper format or online format, that incorporates these Terms by reference, as may be entered into from time to time by the Parties in connection with Antithesis performance of the Proof of Concept on behalf of Customer.

1.10 "**Permitted Use**" means the Permitted Use as identified in an Order Form.

1.11 "**Proof of Concept**" means Antithesis's activities performed pursuant to an Order Form, pursuant to which Antithesis tests, for Customer's benefit, the features, functionalities, and other capabilities of the Antithesis Offering, on the Software made available via the Container.

1.12 **"Software"** means Customer's proprietary software application included within the Container, as may be more specifically described in an Order Form.

2. Proof of Concept Activities

2.1 Proof of Concept Plan

Customer shall provide to Antithesis the Container(s) and such other information and materials, including any Customer Data (**"Customer Materials"**) as may be reasonably requested by Antithesis for performance of the Proof of Concept, each as may be more specifically described in an Order form. Upon completion of the Proof of Concept, Antithesis shall return to Customer the Customer Materials.

2.2 Data

Customer shall own all Customer Data and Antithesis shall own all Antithesis Data. Each Party may utilize the other Party's Data strictly as necessary for the Proof of Concept and the Permitted Use. Antithesis shall have the right to use the Antithesis Data as it sees fit; provided, however, Antithesis agrees that it will not publish any Antithesis Data that identifies Customer or any individual end user of Customer.

2.3 Customer Representation and Warranty

The Antithesis Offering is not intended for Customer or its users to submit medical, health, payment, or other sensitive personal information. Customer represents and warrants that the Customer Data will not contain any such sensitive personal information, including any protected health information, and Customer acknowledges and agrees that submission of such sensitive personal information is at Customer's sole risk.

2.4 Ownership of Background IP

The Parties have developed and/or licensed-in their respective Background IP over a substantial period of time at substantial expense, and the respective Background IP are of great importance to each Party's business. Customer acknowledges that, as between Customer and Antithesis, Antithesis is and will remain the owner of the Antithesis Background IP, and Antithesis acknowledges that, as between Customer and Antithesis, Customer is and will remain the owner of the Customer's Background IP. Nothing in herein or an Order Form is intended or will operate to transfer ownership of a Party's Background IP (including rights in Confidential Information) to the other Party and no licenses or grants of any interest in Background IP are intended or provided other than as expressly set out herein.

2.5 License Grant

Subject to the terms and conditions of these Terms and an applicable Order Form, Customer hereby grants to Antithesis a fully paid up, non-exclusive license, with the right to grant and authorize sublicenses to approved subcontractors, under any and all Customer Materials, including the Software, provided under this Agreement, to use solely for the purpose of performing the Proof of Concept in connection with the permitted use set forth on Exhibit A (**"Permitted Use"**).

2.6 Limitations on Use and Transfer

Antithesis will not: (a) use the Customer Materials for any purpose other than to perform the Proof of Concept in connection with the Permitted Use; (b) transfer or provide access to the Customer Materials to any third party, except as authorized herein or otherwise by Customer in writing; (c) except in connection with the Proof of Concept and/or the Permitted Use, reverse engineer or attempt to derive the components, composition, or structure of the Customer Materials; or (d) except in connection with the Proof of Concept and/or the Permitted Use, copy, reproduce, modify, further develop, or create derivatives of, the Customer Materials.

2.7 Disclaimer; Compliance with Laws

(a) ALL BACKGROUND IP AND DATA OF A PARTY, AND ANY EVALUATION MATERIALS, ARE PROVIDED "AS IS" AND NEITHER PARTY MAKES ANY REPRESENTATION OR WARRANTY OF ANY KIND WITH RESPECT TO SUCH PARTY'S BACKGROUND IP OR DATA, OR ANY EVALUATION MATERIALS, CONFIDENTIAL INFORMATION OR OTHER MATERIALS OR INFORMATION SUPPLIED BY IT TO THE OTHER PARTY HEREUNDER, AND BOTH PARTIES EXPRESSLY DISCLAIM ALL SUCH OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY PATENTS, WITH RESPECT TO THE FOREGOING.

(b) Each Party shall use all Confidential Information and Data provided to it by the other Party hereunder in compliance with all applicable laws, rules and regulations.

3. Proof of Concept Fees

In full consideration of the Proof of Concept conducted by Antithesis pursuant to an Order form, Customer shall pay to Antithesis the fees set forth in such Order Form (if any). Antithesis shall invoice Customer for the Proof of Concept performed in accordance with the payment schedule set forth therein. Terms of payment for Services or Deliverables provided pursuant to an Order Form shall be net thirty (30) days from date of invoice and shall be made to the Antithesis entity issuing the invoice therefore, unless otherwise set forth in the Order Form.

4. Confidentiality

4.1 Non-Disclosure and Non-Use

During the Term and for a period of five years thereafter, the Receiving Party shall not disclose to any third party any Confidential Information of the Disclosing Party and shall not use the Confidential Information of the Disclosing other than for the Permitted Use, in each case without the prior written consent of the Disclosing Party. The Receiving Party shall protect the confidentiality of such Confidential Information with at least the same degree of care it uses to protect the confidentiality of its own Confidential Information, but in no event less than a reasonable degree of care.

4.2 Exceptions

The obligations of confidentiality and non-use shall not apply to: (a) information that is in the public domain through no fault of Receiving Party in breach of the confidentiality obligations set forth herein; (b) information that the Receiving Party receives from a third party without a duty of confidentiality with respect to such information; (c) information that was in the Receiving Party's possession on a non-confidential basis prior to the time of disclosure by Disclosing Party; or (d) information that is/was independently developed by or for the Receiving Party or its affiliates without use or reference to the confidential or proprietary information of the Disclosing Party. The foregoing confidentiality and nondisclosure obligations shall not prohibit the disclosure of Confidential Information, and such Confidential Information may be disclosed, to the extent such disclosure is required by applicable law or by regulation; provided, however, that, in such event, to the extent permitted by applicable law or regulation, the Receiving Party shall provide the Disclosing Party with prompt advance notice of such disclosure sufficient to provide the Disclosing Party with the opportunity to seek a protective order or other appropriate remedy to limit or contest such disclosure requirement. The Receiving Party shall use reasonable efforts to cooperate with the Disclosing Party in its efforts to limit or contest such disclosure requirement.

4.3 Return of Confidential Information

Upon termination or expiration of each Order Form entered into by and between the Parties, the Receiving Party shall promptly return or destroy, at the direction of the Disclosing Party, all copies of the Disclosing Party's Confidential Information in the possession of the Receiving Party; provided that each Receiving Party may retain one copy of the Confidential Information solely for legal archival purpose and notwithstanding the foregoing, neither Party shall be required to delete or destroy any electronic back-up tapes or other electronic back-up files that have been created solely by automatic or routine archiving and back-up procedures, to the extent created and retained in a manner consistent with its standard archiving and back-up procedures, provided that any Confidential Information retained by the Disclosing Party shall remain subject to this Section 4.

5. Term and Termination

5.1 Term

The Agreement is effective as of the Effective Date set forth in the Order Form and, unless terminated sooner pursuant to Section 5.2, remains in effect for the period set forth in such Order Form ("**Term**").

5.2 Termination

Either Party may terminate an individual Order Form or the entire Agreement for any or no reason upon thirty (30) days advance written notice to the other Party. Either Party may terminate an individual Order Form or the entire Agreement immediately upon any material breach by the other Party of these Terms and/or an applicable Order Form if such breach cannot be, or is not, cured within ten (10) days after written notice by the non-breaching Party to the other Party regarding the breach.

5.3 Effect of Termination

Expiration or termination of the Agreement for any reason shall be without prejudice to any rights that shall have accrued to the benefit of a Party prior to such expiration or termination, and shall not relieve a Party of any obligations that have accrued to the other Party prior to such expiration or termination including any payment obligations for Proof of Concept activities performed. In addition, the provisions of Sections 2.2, 2.3, 2.6, 2.7, 4, 5.3, and 6 shall survive termination, as applicable.

6. Miscellaneous

6.1 Limitation of Liability

IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM, INCLUDING, WITHOUT LIMITATION, 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 A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION UPON DAMAGES AND CLAIMS IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF AN ORDER FORM OR THESE TERMS HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE. ANTITHESIS'S MAXIMUM LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT WILL NOT EXCEED THE GREATER OF (A) FIFTY DOLLARS, AND (B) THE AMOUNTS PAID BY CUSTOMER TO ANTITHESIS UNDER AND APPLICABLE ORDER FORM. IN NO EVENT WILL ANTITHESIS'S

SUPPLIERS HAVE ANY LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT. NOTHING IN THESE TERMS AND/OR AN APPLICANLE ORDER FORM WILL LIMIT OR EXCLUDE EITHER PARTY'S LIABILITY FOR GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF A PARTY OR ITS EMPLOYEES OR AGENTS OR FOR DEATH OR PERSONAL INJURY.

6.2 Assignment

Each Order Form and these Terms may be assigned or otherwise transferred to an affiliate or to its successor as part of a Change of Control of a Party by such Party without consent of the other Party. Except as provided in the preceding sentence, neither Party may assign or otherwise transfer an Order Form and/or these Terms or any of its rights or obligations thereunder or hereunder without the consent of the other Party. As used herein, "**Change of Control**" means with respect to a Party: (a) the sale of all or substantially all of such Party's assets or business to which this Agreement relates; (b) a merger, reorganization or consolidation involving a Party in which the equity holders of such Party immediately prior to such transaction cease to own collectively fifty percent (50%) or more of the voting equity securities of the successor entity of the Party; or (c) the acquisition of fifty percent (50%) or more of the voting equity securities of such Party by person or group of persons acting in concert, in each case whether through a single transaction or a series of related transactions.

6.3 Applicable Law

Each Order Form and these Terms shall be governed by and construed in accordance with the laws of the State of Delaware, U.S.A., without reference to its rules of conflicts of laws and each Party hereby agrees to the exclusive jurisdiction of the competent courts of the State of Delaware, U.S.A.

6.4 Notices

Each notice required or permitted hereunder shall be in writing and sufficient if delivered personally, sent by a nationally recognized overnight courier or sent by registered or certified mail, postage prepaid, return receipt requested, to the Parties at the addresses set forth on the Order Form.

6.5 Waivers and Amendments; Preservation of Remedies

Each Order Form and these Terms may be amended, modified, superseded, canceled, renewed or extended, and the terms and conditions hereof may be waived, only by a written instrument signed by the Parties or, in the case of a waiver, the Party waiving compliance. No delay on the part of any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of any Party of any right, power or privilege hereunder, nor any single or partial exercise of any right, power or privilege hereunder, preclude any other or other exercise thereof hereunder. The rights and remedies herein provided are cumulative and

are not exclusive of any rights or remedies which any Party may otherwise have at law or in equity.

6.6 Injunctive Relief

The Parties acknowledge that: (a) the covenants and the restrictions contained in herein and in any Order Form are an inducement to the other Party to enter into this Agreement and are necessary and required for the protection of the Parties; (b) such covenants and restrictions relate to matters that are of a special, unique and extraordinary character that give each of such covenants a special, unique and extraordinary value; and (c) a breach of any of such covenants or restrictions may result in irreparable harm and damages to a Party in an amount difficult to ascertain and which cannot be adequately compensated by a monetary award. Accordingly, in addition to any of the relief to which any Party may be entitled under these Terms and/or an applicable Order Form, at law or in equity, such Party shall be entitled to seek temporary and permanent injunctive relief from any breach or threatened breach of such covenants or restrictions without proof of actual damages that have been or may be caused to such Party by such breach or threatened breach. In the event an action for injunctive relief is brought by a Party, the other Party waives any right to require the Party bringing such action to post any bond or other security with the court in connection therewith.

6.7 Independent Relationship

Customer and Antithesis are independent contractors. The relationship between the two Parties does not constitute a partnership, joint venture or agency and shall not be construed as such. Neither Customer nor Antithesis has any authority to make any statements, representations or commitments of any kind, or to take any action that is binding on the other Party. Nothing in herein or in an applicable Order Form restricts either Party's ability to engage other customers, suppliers, or commercial partners.

6.8 Entire Agreement

These Terms and each Order Form constitutes the entire understanding of the Parties with respect to the subject matter hereof and thereof and merges and supersedes all discussions, agreements and understandings of every nature between them, except with respect to any end user terms of service that are presented to Customer or its end users when accessing the Antithesis Offering, which will remain binding on Customer and its end users. Any amendment to this Agreement must be signed by the parties and expressly state that it amends this Agreement. All express or implied agreements and understandings, either oral or written, with regard to the services to be performed hereunder are superseded by the terms of this Agreement.

6.9 Severability

If any one or more provisions of this Agreement is held invalid, illegal or unenforceable in any respect by a court having competent jurisdiction, the validity, legality and enforceability of this

Agreement and the remaining provisions contained herein shall not in any way be affected or impaired thereby, unless the absence of the invalidated provision(s) adversely affects the substantive rights of the Parties. The Parties shall in such instance use their best efforts to replace the invalid, illegal or unenforceable provision(s) with valid, legal and enforceable provision(s) which, insofar as practical, implement the purposes of this Agreement.

6.10 Counterparts

Each Order Form incorporating these Terms may be executed and delivered by any means and in any number of counterparts, each of which shall be an original as against either Party whose signature appears thereon, but all of which taken together shall constitute but one and the same instrument.

End of Antithesis Proof of Concept Terms