

## MiTech Scout Ltd Terms and Conditions

These general MiTech Scout Services Terms and Conditions (“Terms and Conditions”) govern your acquisition and use of MiTech Scout’s Products and Services. By purchasing a license with MiTech Scout, you (hereafter “Customer” or “you”) agree to the terms of this License Agreement. If you are entering into this License Agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity. If you do not have such authority, or if you do not agree with these terms and conditions, you must not purchase a license and may not use any MiTech Scout’s Products and Services. This Agreement is effective as of the Effective Date.

Customer and MiTech Scout Ltd (hereafter “MiTech Scout”) hereby agree as follows:

### 1. Definitions.

1.1 “Affiliate” means any entity that is controlled by either party to this Agreement, which is set out in a License Agreement, and in the case of MiTech Scout, shall include those entities under common control with the entity set out in the License Agreement. “Control,” for purposes of this definition, means direct ownership or control of more than 50% of the voting interests of the subject entity.

1.2 “API” means the MiTech Scout application programming interface that allows other software or hardware devices to interface with the platform (which means the MiTech Scout software applications and any other online products or services provided by MiTech Scout to its users via the API). The API also includes any accompanying documentation and any updates to the API made available by MiTech Scout in its sole discretion from time to time. The MiTech Scout API services are known as “Integration Services”.

1.3 “Authorised Users” means individuals who are authorised by Customer to use the License Service, for whom a license to the License Service has been procured (up to the agreed number set out in License Agreement) and who at all times shall be Customer’s employees or officers.

1.4 “Data Controller” has the same meaning as set out in the Data Privacy Laws.

1.5 “Data Privacy Laws” means the UK Data Protection Act 2018 and for so long as is applicable in the UK, the EU General Data Protection Regulation 2016/679.

1.6 “Data Subject” has the same meaning as set out in the Data Privacy Laws.

1.7 “Documentation” means MiTech Scout’s user guides and other end user documentation for the Products and Services available on the online help feature as may be updated by MiTech Scout from time to time including without limitation the materials available at [www.mitechscout.com](http://www.mitechscout.com) or via social media.

1.8 “Effective Date” means the date the customer pays their invoice and monies are received into the MiTech Scout bank account.

1.9 “Free Access Services” means any MiTech Scout product or service or functionality thereof, that may be made available by MiTech Scout to Customer to try at Customer’s option, at no additional charge, and which is clearly designated as “beta,” “trial,” “non-GA (generally available),” “pilot,” “developer preview,” “non-production,” “free trial,” “evaluation,” or by a similar designation.

1.10 “License Service” means the license that specifies the Products and Services, purchased by Customer subject to this Agreement that is entered into by Customer and MiTech Scout. The License Service shall be subject solely to and incorporate by reference the MiTech Scout terms and conditions set out in this document.

1.11 “Confidential Information” means technical and business information concerning hardware, software, designs, specifications, techniques, processes, procedures, intellectual property, patents, know-how, research, Trade Secrets, development, projects, products or services, business plans or opportunities, business strategies, finances, costs, customers, vendors, penetration test results and other security information; defect and support information and metrics; and first and third party audit reports and attestations.

1.12 “Trade Secret” means any information which is secret to the extent it is not known or readily accessible, has commercial value because it is secret and has been subject to steps to keep it secret.

1.13 “Terms and Conditions Agreement” means this document.

1.14 “Personal Data” means any information relating to an identified or identifiable individual, where an identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identification number or one or more factors specific to his physical, physiological, mental, economic, cultural or social identity.

1.15 “Products and Services” means the License Services and the Integration Services (as applicable).

1.16 “Services Data” means all research, findings, and/or reports created in and downloaded from the Products and Services by the Customer.

1.17 “License Services” means the services purchased by Customer and provided by MiTech Scout set out in the License Agreement. “License Services” excludes, Free Trial Services and the Integration Services.

1.18 “Term” has the meaning set out in Section 13.1.

## **2. Free Access Services.**

2.1 If Customer is provided with a Free Access Service, MiTech Scout will make such Free Access Service available to Customer on a trial basis, free of charge, until the earlier of (a) the end of the free access period for which Customer was authorised to use the applicable Free Access Service(s), or (b) the Effective Date of any of the Products & Services purchased by Customer. Notwithstanding anything to the contrary in this Agreement, during the free access, the Free Access Service is provided “as-is” without any representation or warranty. MiTech Scout reserves the right to cancel Free Access Services at any time.

## **3. MiTech Scout’s Obligations.**

3.1 MiTech Scout shall make the Products and Services available to Customer pursuant to this Agreement and all License Agreement’s during the Term, and grants to Customer a limited, non-sublicensable, non-exclusive, non-transferable right during the Term to allow its Authorised Users to access and use the License Services and the Documentation in accordance with the terms of this Agreement, solely for Customer’s business purposes. During the Term, the functionality of the Products and Services will not materially decrease. Customer agrees that its purchase of the products and services is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written public comments made by MiTech Scout with respect to future functionality or features.

### **3.2 Personal Data.**

3.2.1 Unless otherwise defined, terms in this clause shall have the same meanings set out in the Data Privacy Laws and/or any applicable data protection laws, as amended from time to time.

3.2.2 In providing the Products and Services MiTech Scout will collect Personal Data relating to Authorised Users, when performing its obligations under this Agreement. MiTech Scout shall be a Data Controller in respect of this Personal Data.

3.2.3 Customer acknowledges and agrees that Personal Data may be transferred or stored outside the EEA or the country where Customer and the Authorised Users are located in order to provide the Products and Services as set out in this Agreement.

3.2.4 Customer shall ensure they have all necessary rights to transfer the relevant Personal Data to MiTech Scout in order that MiTech Scout may lawfully use the Personal Data for the purposes of providing the Products and Services in accordance with this Agreement.

3.2.5 MiTech Scout shall comply with all its obligations as a Data Controller (or similar title) under all applicable privacy laws and regulations, as amended from time to time.

3.2.6 MiTech Scout has in place appropriate technical and organisational security measures against unauthorised or unlawful processing of personal data and against accident loss or destruction of, or damage to Personal Data.

#### **4. Customer's Obligations.**

4.1 Customer is responsible for all activities conducted under its, and its Authorised Users logins to the License Service. Customer shall not: (i) resell, sublicense, rent, sell, lease, assign, or otherwise transfer, or encumber rights to the Products and Services, or any part thereof, or make it available to anyone other than its Authorised Users; (ii) send or store infringing or unlawful material in connection with the Products and Services; (iii) send or store viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs to the Products and Services; (iv) attempt to gain unauthorized access to, or disrupt the integrity or performance of, the Service or the data contained therein; (v) modify, disassemble, reverse engineer, copy or create derivative works based on the Products and Services, or any portion thereof; (vi) access the Products and Services for the purpose of building a competitive product or service or copying its features or user interface; (vii) delete, alter, add to or fail to reproduce in and on the products or service the name of MiTech Scout and any copyright or other notices appearing in or on the Service or which may be required by MiTech Scout at any time; or (viii) use any data accessed via the Products and Services for illegal purposes, including to knowingly breach intellectual property and/or copyright of MiTech Scout or a third party.

4.2 Use of Services Data. Notwithstanding clause 4.1, Customer and Authorised Users may: (i) access and use Services Data in hard copy, electronic data storage or other electronic form and regardless of the means of access or delivery; (ii) download, print and/or store copies of the Services Data; (iii) use extracts in

presentations, speeches or marketing material or other documentation, provided always that MiTech Scout's copyright notice, trade name(s), trademark(s) and other intellectual property rights shall be displayed prominently in such distribution of the Services Data; and (iv) use the Services Data for internal business purposes, which shall include distribution to Customer employees, officers, and partners.

4.3 Authorised Users. Authorised Users shall be a named individual with a unique email address. Customer shall ensure that an Authorised User's log in credentials for the Products and Services are not shared with any third party, including any of Customer's other employees or officers with which Customer does business.

4.4 Suspension of Products and Services. Any use of the Products and Services in breach of this Terms and Conditions Agreement or the License Agreement, Documentation, or by Customer or an Authorised User that in MiTech Scout's judgment threatens the security, integrity or availability of the Products and Services, may result in MiTech Scout's immediate suspension of the Products and Services; however, MiTech Scout will use commercially reasonable efforts under the circumstances to provide Customer with notice and an opportunity to remedy such violation or threat prior to such suspension. Customer shall be solely responsible for: (i) ensuring that its computer system meets all relevant technical specifications necessary to receive the Products and Services; and (ii) all problems, conditions, delays and/or failures arising from or relating to the Customer's network connections or telecommunications links or caused by the internet.

4.5 API services. Where Customer is using the API services ("Integration Services"), Customer will also comply with the provisions of the Integration Services specific Terms and Conditions.

## **5. Security.**

5.1 Security. MiTech Scout shall: (i) maintain appropriate administrative, physical, and technical safeguards to protect the security and integrity of the Products and Services, Services Data and Personal Data; (ii) protect the confidentiality of Services Data and Personal Data; and (iii) access and use Services Data and Personal Data solely to perform its obligations in accordance with the terms of this Terms and Conditions Agreement, and as otherwise expressly permitted in this Terms and Conditions Agreement.

## **6. Confidential Information.**

6.1 Each party ("Recipient") may, during the course of its provision and/or use of the Products and Services, receive, have access to, and acquire knowledge from

discussions with the other party (“Discloser”) which may not be accessible or known to the general public, such as technical and business information concerning hardware, software, designs, specifications, techniques, processes, procedures, intellectual property, patents, know-how, research, development, projects, products or services, business plans or opportunities, business strategies, finances, costs, customers, vendors, penetration test results and other security information; defect and support information and metrics; and first and third party audit reports and attestations (“Confidential Information”). In the case of Customer, all search queries and search terms provided by Customer and its Authorized Users in their use of the Products and Services shall be deemed Confidential Information of Customer.

6.2 Confidential Information shall not include, and shall cease to include, as applicable, information or materials that (a) were generally known to the public on the Effective Date; (b) become generally known to the public after the Effective Date, other than as a result of the act or omission of the Recipient; (c) were rightfully known to the Recipient prior to its receipt thereof from the Discloser; (d) are or were disclosed by the Discloser generally without restriction on disclosure; (e) the Recipient lawfully received from a third party without that third party’s breach of agreement or obligation of trust; or (f) are independently developed by the Recipient as shown by documents and other competent evidence in the Recipient’s possession.

6.3 The Recipient shall not: (i) use any Confidential Information of the Discloser for any purpose outside the scope of this Agreement, except with the Discloser’s prior written permission, or (ii) disclose or make the Discloser’s Confidential Information available to any party, except those of its employees, contractors, and agents that have signed an agreement containing disclosure and use provisions substantially similar to those set out herein and have a “need to know” in order to carry out the purpose of this Agreement.

6.4 Each party agrees to protect the confidentiality of the Confidential Information of the other party in the same or similar manner that it protects the confidentiality of its own proprietary and confidential information of like kind, but in no event shall either party exercise less than reasonable care in protecting such Confidential Information. If the Recipient is compelled by law to disclose Confidential Information of the Discloser, it shall provide the Discloser with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the other party’s cost, if the other party wishes to contest the disclosure.

6.5 The obligations set out in Section 6 “Confidential Information” shall survive for five years following the termination of a Licence Agreement.

6.6 The obligations set out in Section 3.2 and not this Section 6 apply to Personal Data.

6.7 Equitable Relief. Due to the unique nature of the parties' Confidential Information disclosed hereunder, there can be no adequate remedy at law for a party's breach of its obligations hereunder, and any such breach may result in irreparable harm to the non-breaching party. Therefore, upon any such breach or threat thereof, the party alleging breach shall be entitled to seek injunctive and other appropriate equitable relief in addition to any other remedies available to it, without the requirement of posting a bond.

## **7. Ownership, Feedback, and Aggregated Data.**

7.1 MiTech Scout Ownership of the Products and Services. MiTech Scout retain all right, title, and interest in and to the Services Data, the Products and Services and Documentation, including all related intellectual property rights inherent therein. No rights are granted to Customer hereunder other than as expressly set out in this Agreement.

7.2 Feedback. MiTech Scout shall have a royalty-free, worldwide, transferable, sublicenseable, irrevocable, perpetual license to use or incorporate into the Products and Services any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Customer or its Authorised Users relating to the features, functionality or operation of the Products and Services ("Feedback"). MiTech Scout shall have no obligation to use Feedback, and Customer shall have no obligation to provide Feedback.

7.3 Statistical Usage Data. MiTech Scout owns the statistical usage data derived from the operation of the Products and Services, including activity data of the Customer, and the performance results for the Products and Services ("Usage Data"). For the avoidance of doubt, Usage Data shall exclude Confidential Information of Customer. Nothing herein shall be construed as prohibiting MiTech Scout from utilising the Usage Data to optimize and improve the Service or otherwise operate MiTech Scout's business. Where Usage Data of Customer is combined with Usage Data of other customers, all Usage Data shall be de-identified and presented in an anonymous and aggregate format so that such Usage Data will not disclose the identity of Customer or any Authorised Users to any third party.

## **8. Fee, Expenses, and Taxes.**

8.1 Fee. Customer shall pay MiTech Scout the Fee set out in the applicable License Agreement ("the Fee") in accordance with this Agreement, Customer will pay the



Fee for the license within thirty (30) days of date of invoice. Unless otherwise specified, the Fee set out in the invoice will be payable annually in advance. Except as otherwise specifically provided in this Agreement, the Fee paid and payable to MiTech Scout hereunder are non-cancellable and non-refundable. If Customer fails to pay any amounts due under this Agreement by the due date, in addition to any other rights or remedies it may have under this Agreement or by matter of law, (i) all remaining invoices relating to Products and Services under the same Order shall become due and payable immediately; (ii) MiTech Scout reserves the right to suspend the Products and Services with immediate effect, until such amounts are paid in full, (iii) MiTech Scout will have the right to charge interest at a rate equal to the lesser of one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law until Customer pays all amounts due; provided that MiTech Scout will not exercise its right to charge interest if the applicable charges are under reasonable and good faith dispute and Customer is cooperating diligently to resolve the issue; and (iv) MiTech Scout will have the right to recover all agency fees and other reasonable costs incurred by MiTech Scout in recovering any unpaid Fee.

8.2 Taxes. The Fee does not include any local, state, federal or foreign taxes, levies, duties or similar governmental assessments of any nature, including value-added, use or withholding taxes (collectively, "Taxes"). Customer is responsible for paying all Taxes associated with its purchases hereunder (excluding taxes based on MiTech Scout's net income or property) unless Customer provides MiTech Scout with a valid tax exemption certificate authorized by the appropriate taxing authority.

## **9. Warranties and Disclaimer.**

9.1 Service Warranty. MiTech Scout warrants that during the Term: (i) the Products and Services shall perform materially in accordance with the applicable Documentation, (ii) MiTech Scout shall make commercially reasonable efforts to make the Products and Services available to Customer 95% of the time (except for any unavailability caused by a Force Majeure event (as defined in Section 14.5)); (iii) MiTech Scout will employ then-current, industry-standard measures to test the Products and Services to detect and remediate viruses, Trojan horses, worms, logic bombs, or other harmful code or programs designed to negatively impact the operation or performance of the Products and Services, and (iv) it owns or otherwise has sufficient rights in the Products and Services to grant to Customer the rights to use the Products and Services granted herein. As Customer's exclusive remedy and MiTech Scout's entire liability for a breach of the warranties set out in this Section 9.1, MiTech Scout shall use commercially reasonable efforts to correct the non-conforming Products and Services at no additional charge to Customer, and in the event MiTech Scout fails to successfully correct the Products



and Services within a reasonable time of receipt of written notice from Customer detailing the breach, then Customer shall be entitled to terminate the applicable Products and Services and receive an immediate refund of any prepaid, unused Fee for the non-conforming Products and Service(s). The remedies set out in this subsection shall be Customer's sole remedy and MiTech Scout's sole liability for breach of these warranties. The warranties set out in this Section shall apply only if the applicable Products and Services has been utilised in accordance with the Documentation, this Agreement and applicable law.

9.2 Mutual Warranties. Both parties warrant that they: (i) have the necessary authority to enter into this Agreement; and (ii) will comply with all applicable laws and regulations in the provision or use (as applicable) of the Products and Services.

9.3 Disclaimer. Except for any express warranties set out under section 9.1, MiTech Scout hereby disclaim all (and have not authorised anyone to make any) warranties relating to the products and services, or other subject matter of this agreement, express or implied, including, but not limited to, any warranties of non-infringement of third-party rights, title, merchantability and fitness for a particular purpose. the parties are not relying and have not relied on any representations or warranties whatsoever regarding the subject matter of this agreement, express or implied, except for the warranties set out under this section 9. MiTech Scout makes no warranty regarding any non- MiTech Scout application with which the products and services may interoperate.

## **10. Limitation of Liability.**

10.1 In no event will either party's (or MiTech Scout's third party licensors') be responsible or liable with respect to any subject matter of this agreement or terms and conditions related thereto under any contract, negligence, strict liability or other theory (a) for error or interruption of use, loss or inaccuracy of data, (b) for cost of procurement of substitute goods, products, services, rights, or technology, (c) for any lost profits or revenues, or (d) for any indirect, special, incidental, consequential or punitive damages, whether or not a party has been advised of the possibility of such damage.

10.2 In no event shall the aggregate liability of each party together with all of its affiliates arising out of or related to this agreement exceed the total amount paid by customer and its affiliates hereunder for the products and services giving rise to the liability in the twelve-month period preceding the first incident out which the liability arose. The foregoing limitation shall apply whether an action is in contract or tort and regardless of the theory of liability, but will not limit

customer's and customer's affiliates' payment obligations under the 'Fee' section above.

## **11. Indemnification.**

11.1 Customer Indemnification Obligation. Customer will defend MiTech Scout from any and all claims, demands, suits or proceedings brought against MiTech Scout by a third party alleging a violation of a third party's rights arising from Customer's use or application of the Services Data. Customer will indemnify MiTech Scout for all damages, costs, reasonable attorneys' fees finally awarded by a court of competent jurisdiction, or paid to a third party in accordance with a settlement agreement signed by Customer.

## **12. Customer Mention.**

12.1 MiTech Scout may use Customer's name and logo as part of a list of customers and may refer to Customer as a user of its Products and Services in its advertising and marketing activities. Each Party shall obtain the other Party's permission, not to be unreasonably withheld, prior to using the other Party's name, logos, or other trademarks for any other marketing or promotional purposes. The Parties agree that any press release or other public comments issued by either Party relating to this Terms and Conditions Agreement (including, without limitation, any dispute under this Agreement), or your license to or use of the Products and Services, will be prepared jointly between MiTech Scout and Customer and will be issued only upon mutual agreement of the Parties.

## **13. Term, Termination, and Effect of Termination.**

13.1 Term. The term of this Agreement commences on the Effective Date and continues until the stated term in an applicable License Agreement has expired or has otherwise been terminated. Licenses to the Products and Services commence on the date, and are for a period, as set out in the applicable License Agreement ("Term"). Upon expiration of the Term, unless otherwise stated on an applicable License Agreement, the Products and Services will automatically renew for additional terms of 12 months (each a "Renewal Term"), unless and until either party gives the other written notice of non-renewal at least sixty (60) days prior to the end of the then-current Term or Renewal Term. MiTech Scout reserves the right to increase the Fee for each Renewal Term, subject to MiTech Scout having provided Customer with 60 days prior written notice of any such Fee increase.

13.2 Termination. Either party may terminate this Agreement by written notice to the other party in the event that (i) such other party materially breaches this Agreement and does not cure such breach within thirty (30) days of such notice,

or (ii) immediately in the event the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. Upon any termination for cause by Customer pursuant to this Clause 13.2, MiTech Scout will refund Customer a pro-rata portion of any prepaid Fee that cover the remainder of the applicable Term after the effective date of termination.

13.3 Retrieval of Services Data. During the Term, Customer shall be able to download Services Data for use, in accordance with the terms of this Agreement Following termination or expiry of an applicable License Agreement and/ or this Terms and Conditions Agreement, Customer shall no longer have any rights to access the Services Data within the Products and Services and, unless legally prohibited, MiTech Scout shall delete all Services Data by deletion of Customer's License Service account; provided, however, MiTech Scout will not be required to remove copies of the Services Data from its backup media and servers until such time as the backup copies are scheduled to be deleted in the normal course of business; provided further that in all cases MiTech Scout will continue to protect the Services Data in accordance with this Agreement.

13.4 Effect of Termination. Upon termination of this Terms and Conditions Agreement and/or the Licence Agreement for any reason, all rights and licenses granted to Customer including all licenses will immediately terminate and Customer will cease using the Products and Services (except as otherwise permitted under Section 13.3 ("Retrieval of Services Data") and MiTech Scout Confidential Information. Termination for any reason other than termination for cause by Customer pursuant to Section 13.2(i) shall not relieve Customer of the obligation to pay all future amounts due under all licenses. The sections titled "Definitions," "Confidentiality," "Ownership; Aggregated Data," "Fee, Expenses and Taxes," "Warranty Disclaimer," "Limitation of Liability," "Indemnification" "Term, Termination, and Effect of Termination," and "General" shall survive any termination or expiration of this Agreement.

## **14. General**

14.1 Assignment. Neither the rights nor the obligations arising under this Agreement are assignable or transferable by Customer or MiTech Scout without the other party's prior written consent which shall not be unreasonably withheld or delayed, and any such attempted assignment or transfer shall be void and without effect, notwithstanding MiTech Scout's right to sub-contract in Section

14.2. Notwithstanding the foregoing, either party may freely assign this Agreement in its entirety (including all License Agreements), upon notice and without the consent of the other party, to its successor in connection with a

merger, acquisition, corporate reorganisation, or sale of all or substantially all of its assets, provided that the Fee owed and due have been paid.

14.2 Subcontracting. MiTech Scout reserves the right to subcontract the provision of certain elements of the Products and Services in its sole discretion to dedicated third parties with who it has a contractual business relationship.

14.3 Governing Law, Attorneys' Fees and Severability. This Agreement and any disputes arising out of or related hereto shall be governed by and construed in accordance with the laws of England without giving effect to its conflicts of laws rules or the United Nations Convention on the International Sale of Goods. With respect to all disputes arising out of or related to this Agreement, the party's consent to exclusive jurisdiction and venue of the courts of England. In any action to enforce this Agreement the prevailing party will be entitled to costs and attorneys' fees. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

14.4 Notices. All legal notices hereunder shall be in writing and given upon (i) personal delivery, in which case notice shall be deemed given on the day of such hand delivery, or (ii) by first class post, in which case notice shall be deemed given two (2) business days after date of certificate of posting, or (iii) by overnight courier, in which case notice shall be deemed given one (1) business day after deposit with a recognised courier for U.K. deliveries or three (3) business days for international deliveries) or (iv) by email to the nominated email address set out in the Licence Agreement, in which case delivery shall be deemed given upon the receipt by the sender of the email receipt confirmation message generated by the email recipient's email server.

14.5 Force Majeure. If the performance of this Agreement or any obligation hereunder (other than obligations of payment) is prevented or restricted by reasons beyond the reasonable control of a party including but not limited to computer related attacks, hacking, pandemics, or acts of terrorism (a "Force Majeure Event"), the party so affected shall be excused from such performance and liability to the extent of such prevention or restriction.

14.6 Independent Contractors. The parties shall be independent contractors under this Agreement, and nothing herein shall constitute either party as the employer, employee, agent, or representative of the other party, or both parties as joint venturers or partners for any purpose. There are no third-party beneficiaries under this Agreement.

14.7 Export Compliance. Each party represents that it is not named on any UK and/or EU government list of persons or entities with which UK and/or EU persons are prohibited from transacting, nor owned or controlled by or acting on behalf of any such persons or entities, and Customer will not access or use the Products and Services in any manner that would cause any party to violate any UK and/or EU or international embargo, export control law, or prohibition.

14.8 Government End User. If Customer is a U.S. government entity or if this Agreement otherwise becomes subject to the Federal Acquisition Regulations (FAR), Customer acknowledges that elements of the Products and Services constitute software and documentation and are provided as “Commercial Items” as defined in 48 C.F.R. 2.101 and are being licensed to U.S. government User as commercial computer software subject to restricted rights described in 48 C.F.R. 2.101, 12.211 and 12.212. If acquired by or on behalf of any agency within the Department of Defence (“DOD”), the U.S. Government acquires this commercial computer software and/or commercial computer software documentation subject to the terms of the Agreement as specified in 48 C.F.R. 227.7202-3 of the DOD FAR Supplement (“DFARS”) and its successors. This U.S. Government End User Section 12.8 is in lieu of, and supersedes, any other FAR, DFARS, or other clause or provision that addresses government rights in computer software or technical data.

14.9 Anti-Corruption. Neither party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other party in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction.

14.10 Entire Agreement. Annex A “Terms and Conditions” together with the License Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof, and any and all prior or contemporaneous written or oral agreements existing between the parties hereto, including any non-disclosure agreement(s), and related to the subject matter hereof are expressly cancelled. The parties agree that any term or condition stated in Customer’s purchase order or in any other of Customer’s order documentation is void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the License Agreement, (2) this Agreement, and (3) the Documentation. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision. MiTech Scout may add to, change or update this Agreement, from time to time entirely at its own discretion (unless otherwise agreed). You are responsible for checking this Agreement periodically to remain in compliance with these terms. Customer’s continued use of the Products and Services after any

amendment to this Agreement shall constitute your acceptance of these terms and you also agree to be bound by any such changes/revisions.

*Revised April 2021.*