

This Rancher Government Solutions Enterprise Agreement (“Agreement”) is between you (“Customer”) and your Affiliates and Rancher Federal, Inc., DBA Rancher Government Solutions (RGS) and its Affiliates (each a “Party” and together the “Parties”) and governs Customer’s relationship with RGS for the provision of RGS Products and Services. If you are an individual entering into this Agreement on behalf of a corporation or other legal entity, you represent and warrant that you possess sufficient and appropriate authority to bind such entity to this Agreement and understand references to “you” and “your” apply equally to such entity. Customer desires to purchase certain Products or Services from RGS (or an authorized RGS Reseller).

NOW THEREFORE, the Parties enter into this Agreement for the provision of Products or Services to Customer.

## 1. Definitions

- 1.1. **Affiliate** means any person or entity directly or indirectly controlling, controlled by or under common control with a Party as of or after the Effective Date (defined below), for so long as that relationship is in effect (including affiliates subsequently established by acquisition, merger or otherwise).
- 1.2. **Customer Information** means any data, information, software or other materials that Customer provides to RGS under the Agreement.
- 1.3. **Controlled Materials** mean software or technical information that is subject to the United States Export Administration Regulation.
- 1.4. **Effective Date** means the signing date on a RGS Order Form or authorized RGS Reseller Purchase Order executed by you.
- 1.5. **Fees** are the amounts to be paid by Customer to RGS (or authorized RGS Reseller) for the RGS Products or Services.
- 1.6. **Order Form** means RGS’s standard ordering document or online form (or an authorized RGS Reseller Purchase Order) used to order RGS Products or Services.
- 1.7. **Product(s) or RGS Product(s)** means RGS, NeuVector, or SUSE Software.
- 1.8. **Period of Performance (PoP)** means the contractual dates outlined on the purchase order or other governing contract
- 1.9. **RGS Personnel** means RGS employees as well as individuals employed through co-employment services from professional employment organizations (“PEO’s) and the like.
- 1.10. **RGS Professional Services** means the delivery of specialized, project-based activities rendered by RGS Personnel.
- 1.11. **RGS Training Services** are RGS’s training courses delivered onsite or remotely as the Parties agree in an applicable Order Form or authorized RGS Reseller Purchase Order.
- 1.12. **RGS Support Services** means the delivery of problem resolution and customer support activities by RGS Personnel or contractors subject to the RGS Support Terms of Service.
- 1.13. **Rancher Software** means RGS or NeuVector branded software governed by this Agreement and for SUSE branded software the SUSE Combined End User License Agreement (found here: <https://www.suse.com/licensing/eula/>).
- 1.14. **Service(s)** means RGS Professional Services, Training Services, and Support Services.
- 1.15. **Support Subscription Term** means the period during which Customer is entitled by to use, receive, access or consume RGS Support Services pursuant to an Order Form or authorized RGS Reseller Purchase Order.
- 1.16. **Taxes** means any form of taxation of whatever nature and by whatever authority imposed, including any interest, surcharges or penalties, arising from or relating to this Agreement or any RGS Products, other than taxes based on the net income of Rancher.

## 2. General Terms

- 2.1. **Ordering.** Any Products or Services purchased by Customer shall be governed by an Order Form, mutually executed purchase order, or authorized RGS Reseller Purchase Order. Professional Services and Training Services will be governed by separate Addendums included herein as well as a Statement of Work where applicable.
- 2.2. **Structure.** The Agreement also incorporates the following components: (1) the applicable Order Form or authorized RGS Reseller Purchase Order executed by you, (2) the SUSE Combined End User License Agreement (EULA)( found here: <https://www.suse.com/licensing/eula/>) (3) the RGS Support and Maintenance Terms of Service (<https://ranher.com/government/support>) and (4) the RGS Training Services Addendum (Exhibit A). Unless otherwise specified in an Order Form, terms defined in this Agreement shall have the same meaning when used in any other document made part of this Agreement.
- 2.3. **Coverage Requirement.** When You acquire a Subscription Offering for a RGS Product, You must acquire sufficient Subscription

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Offerings in the applicable Unit to cover all acquired, installed, or deployed RGS Products (including variants or components thereof). By way of example, if the Unit is per device on which the RGS Product is installed, then You must acquire a Subscription Offering for each such device.

**2.4. Support Coverage.** All professional and consulting services must have an active accompanying support subscription.

### **3. Term and Termination**

**3.1. Agreement Term.** The Agreement begins on the PoP start date or the Effective Date of the order in which this agreement is attached to by reference and continues until it is terminated as set forth below (the "Term").

**3.2. Support Subscription Term.** Any Support Service that Customer orders will start on the specified Service subscription start date as identified in the applicable Order Form or authorized RGS Reseller Purchase Order and end at the expiration of the Support Subscription Term as defined in the applicable Order Form or authorized RGS Reseller Purchase Order unless sooner terminated according to this Agreement.

**3.3. Termination for Cause.** Either party may terminate this Agreement (in whole or with respect to any Order Form or authorized RGS Reseller Purchase Order) by notice to the other party if (a) the other party materially breaches this Agreement, and does not cure the breach within thirty (30) days after written notice (except in the case of a breach of Section 5 (Representations and Warranties) in which case no cure period will apply), (b) 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, (c) the reseller becomes debarred from Government contracting for any reason, or (d) reseller is acquired by an entity which, in RGS's sole absolute discretion, competes with RGS.

**3.4. Suspension.** RGS may, at its option, and without limiting its other remedies, suspend (rather than terminate) any Product or Service if Customer breaches the Agreement (including with respect to payment of Fees) until the breach is remedied.

**3.5. Effect of Termination; Survival.** The termination or suspension of an individual Order Form or authorized RGS Reseller Purchase Order will not terminate or suspend any other Order Form or authorized RGS Reseller Purchase Order, or the remainder of the Agreement unless specified in the notice of termination or suspension. If the Agreement is terminated in whole, all outstanding Order Form(s) or authorized RGS Reseller Purchase Orders will terminate. If this Agreement or any Order Form or authorized RGS Reseller Purchase Order is terminated, Customer agrees to pay for all items specified in the applicable Order Form or authorized RGS Reseller Purchase Order that Customer used or deployed or that were provided by RGS up to the date of termination and that RGS will not issue any refunds for any Fees paid. Except in the case of termination for RGS's breach, Customer shall remain liable for all Fees stated in the applicable Order Form. Sections 2, 3, 4, 5, 6, 7, and 8-10 will survive the termination of this Agreement.

**3.6. Purchase Order(s) Renewal Grace Period.** If the customer is actively engaged in a renewal, RGS may, in its sole discretion, allow a fourteen (14) calendar day grace period after a subscription expires. The applicable subscription will continue during the grace period according to the terms of the governing agreement. No updates will be made to the contractual purchase order PoP, or the individual subscription term. Day one of the grace period will begin the day following the original subscription expiration date. Upon expiration of the fourteen (14) calendar days services will be suspended.

### **4. Fees and Payment**

**4.1. Payment of Fees.** All undisputed invoices shall be paid within 30 days of the date of invoice. If an invoice is disputed, Customer will provide RGS with written notice describing the basis for the dispute prior to the due date. Customer must pay the Fees without withholding or deduction in U.S. Dollars. All Fees and other amounts paid under the Agreement are non-refundable.

**4.2. Fees.** Fees are associated with the applicable RGS Product or Service and shall be delineated in the applicable Order Form or authorized RGS Reseller Purchase Order. In the case of Support Services, if during the term of the Agreement, the actual quantity of servers and nodes that the Customer deploys and for which the Customer is utilizing Support Services exceeds the quantity identified in the applicable Order Form or authorized RGS Reseller Purchase Order, Customer must promptly report to RGS the number of additional servers and nodes deployed and the date(s) on which these Products were deployed. RGS will invoice Customer and Customer agrees to pay for the additional Services in accordance with this section 4.

**4.3. Late Fees.** Any payments more than thirty (30) days past due will be subject to a late fee of one and a half percent (1.5%) per month, or the maximum rate allowable by law, whichever is less. Reseller will reimburse RGS for all costs and expenses incurred by RGS in connection with the collection of overdue amounts, including without limitation reasonable attorneys' and/or legal fees.

**4.4. Taxes.** The Fees set forth in any Order Form or authorized RGS Reseller Purchase Order are exclusive of, and Customer is liable for and will pay, all taxes, including any value added tax and goods and services tax or any similar tax imposed on or measured by this Agreement. If Customer is required to withhold or deduct any Taxes from the Fees, then Customer agrees to increase the amount payable to RGS by the amount of such Taxes so that RGS receives the full amount of all Fees. Each Party is responsible for its own withholding taxes, employment taxes and other amounts required to be withheld or paid in connection with its personnel.

### **5. Representations and Warranties**

**5.1.** RGS represents and warrants that (a) it has the authority to enter into this Agreement, (b) the Services will be performed in a professional and workmanlike manner by qualified RGS Personnel, (c) to its knowledge, the RGS Software does not, at the time of delivery to Customer, include malicious mechanisms or code for the purpose of damaging or corrupting the RGS Software, and (d) that RGS will comply with applicable US laws governing its performance under this Agreement. Customer represents and warrants

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that (a) it has the authority to enter into this Agreement, and (b) its use of Products or Services will comply with all applicable laws, and it will not use the Products or Services for any illegal activity.

**5.2.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT AS EXPRESSLY PROVIDED IN SECTION 5.1, THE RGS PRODUCTS AND SERVICES ARE PROVIDED "AS IS" AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES EXPRESS OR IMPLIED, AND RGS DISCLAIMS ALL SUCH REPRESENTATIONS AND WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY THE COURSE OF DEALING OR USAGE OF TRADE. RGS AND ITS SUPPLIERS DO NOT REPRESENT OR WARRANT THAT THE RGS PRODUCTS AND SERVICES WILL BE UNINTERRUPTED, SECURE, ERROR FREE, ACCURATE OR COMPLETE OR COMPLY WITH REGULATORY REQUIREMENTS, OR THAT RGS WILL CORRECT ALL ERRORS. IN THE EVENT OF A BREACH OF THE WARRANTIES SET FORTH IN SECTION 5.1, CLIENT'S EXCLUSIVE REMEDY, AND RGS'S ENTIRE LIABILITY, WILL BE THE RE-PERFORMANCE, OR REDELIVERY OF THE DEFICIENT RGS PRODUCT OR SERVICE, OR IF RGS CANNOT SUBSTANTIALLY CORRECT A BREACH IN A COMMERCIALY REASONABLE MANNER, TERMINATION OF THE RELEVANT RGS PRODUCT OR SERVICE, IN WHICH CASE CLIENT MAY RECEIVE A PRO RATA REFUND OF THE FEES PAID FOR THE DEFICIENT RGS PRODUCT OR SERVICE AS OF THE EFFECTIVE DATE OF TERMINATION.

**5.3.** The Products and Services have not been tested in all situations under which they may be used. RGS will not be liable for the results obtained through use of the Products or Services and Customer is solely responsible for determining appropriate uses for the RGS Products and Services and for all results of such use. For example, RGS Products and Services are not specifically designed, manufactured or intended for use in (a) the design, planning, construction, maintenance, control, or direct operation of nuclear facilities, (b) aircraft control, navigation, or communication systems (c) weapons systems, (d) direct life support systems (e) or other similar hazardous environments.

## 6. Proprietary Information

**6.1. Definition.** For purposes of this Agreement, "**Proprietary Information**" means written, documentary, oral or visual information of any kind disclosed by either Party to the other, including, but not limited to: (i) the terms and conditions of this Agreement; (ii) any Order Form; (iii) source code, libraries, build procedures, utilities, lifecycle artifacts, any and all written or digital intellectual property, computer programs, documentation, training materials and techniques and (iv) information of a business, planning, marketing or technical nature, including, financial data, plans, specifications, forecasts, market intelligence, concepts, fixed assets, customer and/or employee information, strategies, agreements or other proprietary or confidential material which the disclosing party may, at its sole discretion, disclose to the receiving party; (v) models, tools, processes and procedures, and software; and (vi) any documents, reports, memoranda, notes, files or analyses prepared by or on behalf of the receiving party that contain, summarize or are based upon any Proprietary Information. Information disclosed orally shall be considered Proprietary Information if a reasonable person at the time of disclosure would consider such information to be proprietary.

**6.2. Exclusions.** Information shall not be considered Proprietary Information if: (a) the information is or becomes publicly available other than as a result of the Recipient's, or its agent's breach of this Agreement, (b) the Recipient, at the time of disclosure, knows or possesses the information without obligation of confidentiality or thereafter obtains the information from a third party not under an obligation of confidentiality; (c) the Recipient independently develops the information without use of the Discloser's Proprietary Information, (d) is independently developed by RGS employees without reliance or reference to Proprietary Information, or (e) the information is licensed under an Open Source License (as defined by the Open Source Initiative (<https://opensource.org/>)).

**6.3. Restrictions.** "Recipient" is the party receiving Proprietary Information under this Agreement. "Discloser" is a party disclosing Proprietary Information under this Agreement. Recipient (a) may not disclose Proprietary Information of a Discloser to any third party unless Discloser approves the disclosure in writing or the disclosure is otherwise permitted under this Section 6; (b) will use the same degree of care to protect Proprietary Information of Discloser as it uses to protect its own proprietary information of a similar nature, but in no event less than reasonable care; and (c) may disclose Proprietary Information of the Discloser only to its employees, personnel, Affiliates, agents and contractors with a need to know, and to its auditors and legal counsel, in each case, who are under a written obligation (or other professional obligation) to keep such information proprietary using standards of confidentiality no less restrictive than those required by this Section 6. These obligations will survive this Agreement and continue until the Proprietary Information lawfully becomes known to the public, as defined in Paragraph 6.2.

**6.4. Disclosures Required by Law.** The receiving Party may disclose the Proprietary Information of the other to the extent required under order of a court of competent jurisdiction, a valid administrative or congressional subpoena, law, rule, regulation (including any securities exchange regulation), or other governmental action provided that the receiving Party (i) promptly notifies the disclosing Party in writing prior to disclosure of the information, and (ii) assists the disclosing Party, at the disclosing party's expense, in any attempt by the disclosing Party to limit or prevent the disclosure of the Proprietary Information.

**6.5. Remedies Upon Breach.** Each Party agrees that the other party may have no adequate remedy at law if there is a breach or threatened breach of this Section 6 and, accordingly, that either party may be entitled (in addition to any legal or equitable remedies available to such party) to injunctive or other equitable relief to prevent or remedy such breach.

**6.6. Return or Destruction.** Proprietary Information that is disclosed prior to termination of this Agreement will remain subject to this Agreement for the period set forth above. Upon written request of the Discloser, the Recipient will promptly return or destroy all Proprietary Information, except for Proprietary Information stored in routine back-up media not easily accessible during the ordinary course of business.

## 7. Use of Product Information, Feedback, Reservation of Rights and Audit

**7.1. Use of Product or Services Information.** If Customer provides RGS information in connection with Customer's use of or access to the Products or Services, Customer agrees that, subject to Section 6, RGS and its Affiliates may use such Customer use of Product or Service information in connection with providing the Products or Services. Customer agrees that its provision (and RGS's use) of this information under this Agreement does not require any additional consents or licenses, will be in compliance with applicable law, and will not violate any intellectual property, proprietary, privacy, or other right of any third party. As between RGS and Customer, Customer retains all other rights in and to this information. RGS grants to Customer only those rights expressly granted in the Agreement with respect to the Products and Services and reserves all other rights in and to the Products and Services (including all intellectual property rights). RGS may collect and use for any purpose aggregated anonymous benchmark data about Customer's use of the Products or Services. Nothing in this Agreement will limit RGS from providing software, materials, or services for itself or other clients, irrespective of the possible similarity of such software, materials or services to those that might be delivered to Customer. The terms of Section 6 will not prohibit or restrict either party's right to develop, use or market products or services similar to or competitive with the other party; provided, however, that neither party is relieved of its obligations under this Agreement.

**7.2. Feedback.** If Customer chooses to voluntarily provide any Feedback to RGS regarding RGS Products or Services, RGS may use such Feedback for any purpose, including incorporating the Feedback into, or using the Feedback to develop and improve RGS Products and other RGS offerings without attribution or compensation. Customer grants RGS a perpetual and irrevocable license to use all Feedback for any purpose. Customer agrees to provide Feedback to RGS only in compliance with applicable laws and Customer represents that it has the authority to provide the Feedback and that Feedback will not include proprietary information of a third party. RGS acknowledges and agrees that any feedback provided by the client under this agreement is on an "as is" basis, without any warranty of any kind.

**7.3. Audit.** While this Agreement is in effect and for one year thereafter, RGS or its designee, acting in accordance with Section 6, may inspect Customer's facilities and records to verify its compliance with this Agreement. Customer agrees to (a) respond promptly to requests for information, documents and/or records, (b) grant appropriate access for on-site visits in order to verify its compliance, and (c) reasonably cooperate in connection with any such verification. RGS will provide written notice at least thirty (30) days prior to any on-site visits and will conduct onsite visits during regular business hours in a manner that reasonably minimizes interference with Customer's business. Refusal or noncompliance with an audit will be grounds for breach of contract. RGS may, in its sole discretion, require Customer to enable the reporting and scanning functions that exist within the software product in use and provide those reports to RGS as requested. Any adjustment to the quantity as a result of the audit will exclusively be an increase and no refunds for overpayment will be made. If RGS notifies Customer of any noncompliance (whether derived from an on-site audit or electronically) and/or delivers an invoice for the amount of underpayment, then Customer will resolve the non-compliance and make payment within thirty (30) days from the date of notice. If the underpayment exceeds twenty thousand dollars (\$20,000), then Customer will also reimburse RGS for the reasonable cost of the inspection.

## **8. Limitations**

**8.1. DISCLAIMER OF DAMAGES.** EXCEPT FOR DAMAGES ARISING OUT OF A PARTY'S BREACH OF CONFIDENTIALITY OBLIGATIONS UNDER SECTION 6, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY, NOR ITS AFFILIATES, WILL BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, OR FOR ANY DAMAGES FOR LOST OR DAMAGED DATA, LOST PROFITS, LOST SAVINGS OR BUSINESS OR SERVICE INTERRUPTION, EVEN IF SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

**8.2. LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY'S NOR ITS AFFILIATES' TOTAL AND AGGREGATE LIABILITY WITH RESPECT TO ANY CLAIM RELATING TO OR ARISING OUT OF THIS AGREEMENT WILL EXCEED THE FEES RECEIVED BY RGS WITH RESPECT TO THE PARTICULAR RGS PRODUCT OR SERVICE GIVING RISE TO LIABILITY UNDER THE MOST APPLICABLE ORDERING DOCUMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO SUCH CLAIM. THIS LIMITATION APPLIES REGARDLESS OF THE NATURE OF THE CLAIM, WHETHER CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE OR OTHER LEGAL THEORY. THESE LIMITATIONS DO NOT LIMIT CLAIMS OF BODILY INJURY (INCLUDING DEATH) AND DAMAGE TO REAL OR TANGIBLE PERSONAL PROPERTY CAUSED BY THE NEGLIGENCE OF A PARTY OR ITS AFFILIATES.

**9. Governing Law and Claims.** The Agreement, and any claim, controversy or dispute related to the Agreement, are governed by, and construed in accordance with the laws of the Commonwealth of Virginia without giving effect to any conflicts of laws provisions. To the extent permissible, the United Nations Convention on Contracts for the International Sale of Goods will not apply, even if adopted as part of the laws of the Commonwealth of Virginia. Any claim, suit, action or proceeding arising out of or relating to this Agreement or its subject matter will be brought exclusively in the state or federal courts of the Commonwealth of Virginia, and each party irrevocably submits to the exclusive jurisdiction and venue. No claim or action, regardless of form, arising out of this Agreement may be brought by either party more than one (1) year after the earlier of the following: a) the expiration of all Support Subscriptions or Work Orders, b) the termination of this Agreement, or c) the time a party first became aware, or reasonably should have been aware, of the basis for the claim. To the fullest extent permitted, each party waives the right to trial by jury in any legal proceeding arising out of or relating to this Agreement or the transactions contemplated hereby.

## **10. Miscellaneous**

**10.1. Export.** RGS may supply Customer with Controlled Materials. Customer agrees to comply with all applicable export and import laws or regulations, including any local laws in Customer's jurisdiction concerning Customer's right to import, export or use Controlled Materials and agree that RGS is not responsible for Customer's compliance. Without limiting the foregoing, Customer

agrees that it will not export, disclose, re-export or transfer the Controlled Materials, directly or indirectly, to: (a) any U.S. embargoed destination; (b) any party who Customer knows or has reason to know will utilize them in the design, development or production of nuclear, chemical or biological weapons, or rocket systems, space launch vehicles, or sounding rockets, unmanned air vehicle systems, or any other restricted end-use; or (c) anyone on (or controlled by a person or entity on) a U.S. government restricted persons list, including those who have been prohibited from participating in U.S. export transactions by any federal agency of the U.S. government. Customer will not provide to RGS any data or engage RGS in any activity, in each case, that could constitute the development of a "defense article" or provision of a "defense service" to Customer, as these terms are defined in Section 120 of the International Traffic in Arms Regulations (ITAR). In addition, Customer will not, and will not allow third parties under Customer's control, (i) to provide RGS with Customer Information that requires an export license under applicable export control laws or (ii) to process or store any Customer Information that is subject to the ITAR. If Customer breaches (or RGS believes Customer has breached) this paragraph or the export provisions of an end user license agreement for any software or RGS is prohibited by law or otherwise restricted from providing Products or Services to Customer, RGS may terminate this Agreement and/or the applicable Order Form. Customer acknowledges that to provide the Products and Services, it may be necessary for Customer Information to be transferred between RGS, its Affiliates, vendors and/or subcontractors, which may be located worldwide.

- 10.2. Notices.** Notices must be in English, in writing, and will be deemed given upon receipt, after being sent using a method that provides for positive confirmation of delivery to the address(es) or email address provided by Customer, including through an automated receipt or by electronic log. Any notice from Customer to RGS must include a copy sent to: Rancher Federal, Inc., Attention: Legal Department, 1900 Reston Metro Plaza, Suite 600, Reston VA 20190; Email: legal@rancher.com. Billing notices to Customer will be addressed to the billing contact designated by Customer on the applicable Order Form.
- 10.3. Assignment.** Either party may upon written notice: (a) assign this Agreement to an Affiliate if the Affiliate is not debarred from Federal contracting, and has a financial condition and creditworthiness sufficient to satisfy the assigning party's obligations under the Agreement and the assignment will not affect the non-assigning party's obligations under the Agreement; and (b) assign this Agreement to a successor or acquirer pursuant to a merger or sale of all or substantially all of such party's assets. Any other assignment will be deemed void and ineffective without the prior written consent of the other party. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and permitted assigns.
- 10.4. Waiver.** A waiver by a party under this Agreement is only valid if in writing and signed by an authorized representative of such party. A delay or failure of a party to exercise any rights under this Agreement will not constitute or be deemed a waiver or forfeiture of such rights.
- 10.5. Independent Contractors.** The parties are independent contractors and nothing in this Agreement creates an employment, partnership or agency relationship between the parties or any Affiliate. Each party is solely responsible for supervision, control and payment of its personnel and contractors. For the purposes of this Agreement, RGS Personnel shall not be considered subcontractors. RGS may subcontract Services to third parties and Affiliates as long as (a) they agree to protect Proprietary Information and (b) RGS remains responsible to Customer for performance of its obligations.
- 10.6. Third Party Beneficiaries.** This Agreement is binding on the parties to this Agreement and, other than as expressly provided in the Agreement, nothing in this Agreement grants any other person or entity any right, benefit or remedy.
- 10.7. Force Majeure.** Neither party is responsible for nonperformance or delay in performance of its obligations (other than payment of Fees) due to causes beyond its reasonable control. If the period of non-performance of one party exceeds 30 calendar days from receipt of notice of the force majeure event, the other party may, by giving written notice, terminate this Agreement.
- 10.8. Complete Agreement and Order of Precedence.** The Agreement represents the complete agreement between the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements and proposals, whether written or oral, with respect to such subject matter, including any prior confidentiality agreements entered into by the parties. Any terms contained in any other documentation that Customer delivers to RGS, including any purchase order or other order-related document (other than an Order Form), are void and will not become part of the Agreement or otherwise bind the parties. If there is a conflict between the Agreement and any Order Form, the terms of the Agreement will control unless otherwise expressly provided in the Order Form.
- 10.9. Counterparts.** This Agreement may be executed in counterparts, each of which will be deemed an original and all of which will constitute one and the same document. The parties may exchange signature pages by email or electronic signature process and such signatures will be effective to bind the parties to the Agreement.
- 10.10. Severable.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement will remain in effect to the greatest extent permitted by law.
- 10.11. United States Government End Users.** The Software and its documentation are "Commercial items," "Commercial computer software" and "Computer software documentation" as defined by the Federal Acquisition Regulations ("FAR") and Defense Federal Acquisition Regulations Supplement ("DFARS"). Pursuant to FAR 12.211, FAR 12.212, DFARS, 227.7202-1 through 227.7202-4, and their successors, the U.S. Government acquires the Software and its documentation subject to the terms of this Agreement.

## Exhibit A

## TRAINING SERVICES ADDENDUM

## 1. Services

- 1.1. **Limitations.** This Training Addendum will only apply where Customer is purchasing RGS Training Services.
- 1.2. **Rancher Training Services.** "Training" means RGS's training courses delivered onsite or remotely as the Parties agree in an applicable Order Form. "Participant" means a client designee who is receiving the Training. RGS will provide Customer and Participants with Training as specifically set forth in an Order Form of RGS Purchase Order executed by the parties. This addendum is incorporated by reference into the RGS Enterprise Agreement (together the "Agreement"). Upon the execution of an Order Form by the parties, it shall automatically be deemed part of the Agreement.
- 1.3. **Rancher Personnel.** The RGS Personnel assigned to deliver Training shall have appropriate technical and professional skills to enable them to perform their duties in a professional manner, consistent with generally accepted industry standards. Customer will promptly notify RGS of any RGS Personnel that Customer believes are performing in an unsatisfactory manner. RGS will cooperate with Customer in removing any RGS Personnel who perform the Services in an unsatisfactory manner and will use commercially reasonable efforts to replace such personnel with an acceptable substitute(s).
- 1.4. **Independent Contractor.** While at Customer's facilities, all RGS Personnel shall observe and follow Customer's reasonable work rules, policies and standards, as communicated to RGS in advance in writing. RGS shall be solely responsible for (i) the payment of all wages, salaries, overtime pay and other compensation due to RGS Personnel, (ii) the payment for and the provision of all benefits and workers' compensation insurance in accordance with RGS's corporate policies, (iii) the withholding of all employment related taxes for such employees and the payment, as applicable, of employment related taxes and Workers' Compensation Insurance. No RGS Personnel shall be entitled to participate in, or receive any benefit or rights as an employee of any Customer entity under, any of the Customer employee benefit and welfare plans, including, without limitation, employee insurance, pension, savings and security plans, as a result of or in connection with this Agreement.
- 1.5. **Customer Facilities.** If Training is to be delivered at a Customer office, RGS Personnel shall be provided a safe and adequate workspace. The Customer shall provide all such facilities, supplies, and services as RGS determines are reasonably required for the performance of the RGS Personnel's duties under this Agreement, including sufficient network access to allow for internet access from the RGS Personnel's laptop, and from Participants receiving the training.
- 1.6. **Remote Work; Multiple Personnel; Work Schedule.** Training may be delivered onsite, remotely, or as a mix of onsite and remote delivered Training, using multiple personnel, as the Parties agree in an applicable Order Form. Following the purchase of Training, Training will be delivered at a schedule mutually agreed by the Parties and subject to RGS Personnel availability. RGS Personnel will deliver Training Monday through Friday, between the hours of 8:00 am and 7:00 pm (the "Regular Work Hours"), the time zone for delivery shall be mutually agreed upon by the Parties. RGS does not deliver Training outside Regular Work Hours, or on holidays. RGS company holidays, for personnel rendering services in the United States are the eleven standard US Federal holidays. For Training conducted outside the U.S. holiday schedules will be provided upon Customer request.
- 1.7. **Deliverables.** Training is provided with no deliverables. Training is considered complete and accepted when the Training purchased by Customer has been performed. Customer's payment of an invoice constitutes acceptance of the Training invoiced.
- 1.8. **Training Materials.** Following conclusion of the delivery of Training and at Customer's request, RGS will provide to Customer a copy of any prepared material used in delivery of the training; this material remains the sole and exclusive property of RGS, is not work product of this engagement, and is considered Proprietary Information under the Agreement. Notwithstanding the foregoing, RGS grants customer a limited, non-exclusive, worldwide license, with no right to updates, to copy and distribute the materials for distribution solely among Customer personnel who need the training materials.
- 1.9. **Term.** Unless otherwise agreed by the Parties, Training is to be delivered within 12 months from the date of purchase. Training not delivered within this term will be considered forfeited.

## 2. Expenses

- 2.1. **Payment of Actual Expenses.** Any travel or other expenses associated with performing Training will be billed to the Customer at actual cost and RGS will provide supporting documentation for such expenses. Customer will be responsible for any change or cancellation fees incurred in the event that the Customer request to reschedule Training or Customer does not meet the requirements described in the "Customer Facilities" section.
- 2.2. **Prepaid Flat Rate Expenses.** Alternatively, the Customer may choose to pre-pay travel or other expenses at a flat rate by ordering prepaid travel and expenses with training in an Order Form. Should Customer prepay expenses at a flat rate, supporting documentation for expenses will not be provided, and travel expenses are non-refundable.