

END USER LICENSE AGREEMENT

(v. 02-26)

THIS END USER LICENSE AGREEMENT (“Agreement”) provides the terms and conditions by which you may use the Software (defined below), and is entered into between you (“you” or “Customer”) and Circadence Corporation, a Delaware corporation (“Circadence”) as of the date of your first access to the Software or the date on which you click a button or check a box marked “I Agree” or something similar (the “Effective Date”). Notwithstanding anything to the contrary herein, if your employer, organization, or other entity on whose behalf you are accessing or using the Software (your “Enterprise”) has entered into a separate master services agreement, enterprise license agreement, or other written agreement with Circadence governing the use of the Software (a “Master Agreement”), then: (a) the terms of the Master Agreement shall control to the extent of any conflict with the terms of this Agreement; (b) this Agreement shall be deemed supplemental to and incorporated into the Master Agreement solely with respect to your individual use of the Software; and (c) any rights or obligations of Circadence under the Master Agreement shall not be diminished, limited, or otherwise affected by the terms of this Agreement. In the absence of a Master Agreement, this Agreement shall constitute the entire agreement between you and Circadence with respect to your use of the Software.

If you are entering into this Agreement on behalf of a company, organization, or other entity, then: (1) “you” and “Customer” include you and that entity, and (2) you represent and warrant that you are an authorized representative of the entity with the authority to bind the entity to this Agreement, and that you agree to this Agreement on the entity’s behalf. If you do not have such authority, or if you do not agree with the terms and conditions of this Agreement, you must not accept this Agreement and may not access or use the Software.

Circadence does not allow users under eighteen (18) years of age to register an account or create a user identification. By accessing or using the Software, you certify that you are over eighteen (18) years of age. IF YOU DO NOT WISH TO BE BOUND BY THIS AGREEMENT, PLEASE EXIT NOW AND DO NOT ATTEMPT TO ACCESS OR USE THE SOFTWARE. YOUR REMEDY FOR DISSATISFACTION WITH THE SOFTWARE, OR ANY PRODUCTS, CONTENT, OR OTHER INFORMATION MADE AVAILABLE BY CIRCADENCE IN OR THROUGH THE SOFTWARE, IS TO STOP USING THE SOFTWARE.

1. License.

1.1 Grant. Subject to the terms of this Agreement, Circadence grants to Customer a limited, non-exclusive, non-transferable license during the Term, without the right to sublicense, to install, access and/or use (as applicable) the software identified on the then-current purchase order, order form, or other applicable ordering document applicable to Customer’s relationship with Circadence (such ordering document, the “Order Form,” and such software, including without limitation Project Ares, Range Conductor, RangeGPT and any related platforms or modules, the “Software”), in object code format only, and the accompanying documentation (the “Documentation”) at the authorized location(s), in the environment, and as otherwise specified on the Order Form, if applicable (the “Authorized Locations”), by the number of authorized concurrent users specified on the Order Form, if applicable (each, an “Authorized User”), solely for

internal use as it relates to operations of Customer. The Software and the Documentation are referred to collectively in this Agreement as the “Licensed Materials.”

1.2 User Account. Your account on the Software (your “User Account”) gives you access to certain services and functionalities that Circadence may, in our sole discretion, establish and maintain as part of the Software from time to time. You acknowledge that, notwithstanding anything to the contrary herein, you do not own your User Account, nor do you possess any rights to data stored by or on behalf of Circadence on the servers running the Software. Circadence may maintain different types of User Accounts for different types of Authorized Users. When creating your User Account, you must provide accurate and complete information, and you must keep this information up to date. You are solely responsible for the activity that occurs on your User Account, you will keep your User Account password(s) and/or any other authentication credentials secure, and you will not share your password(s) and/or any other authentication credentials with anyone else. Circadence will not be liable for, and expressly disclaims liability for, any losses caused by any unauthorized use of your User Account and/or any changes to your User Account. You further agree that you will be liable for any and all losses incurred by Circadence, or another party, due to someone else using your credentials, password, account, or other related information, whether with or without your knowledge.

1.3 Training Platform. Some features and functions of the Software are designed to operate solely in the training platform for which it was created and are not intended to be applied and used outside the training environment (including, without limitation, the Project Ares environment). Circadence may, in its sole discretion, refuse to offer the Software to any person or entity, and may change its eligibility criteria at any time. You may not use the Software for commercial purposes or in any way that is unlawful, or harms Circadence or any other person, government or entity. **IMPORTANT NOTICE REGARDING CYBERSECURITY TRAINING ENVIRONMENTS:** In line with the mission and vision of the Software, Circadence has created realistic threat simulations within each mission-specific virtual environment. Occasionally, certain anti-virus or endpoint protection scans may detect and mistake emulated malware within the Software for authentic threats, resulting in false-positive alerts. As an added security feature, the mission environments are contained within isolated networks and do not allow outgoing traffic. Notwithstanding any such detection, no real threat is present on your system, and the emulated “malware” is contained within the mission-specific virtual environment. Customer is responsible for configuring its endpoint security tools to permit the proper functioning of the Software within the training environment.

1.4 Usage Limitations. The Software may be subject to other limitations, including without limitation on storage, bandwidth, number of users, number of missions, or other usage metrics, as Circadence may specify from time to time. Customer acknowledges and consents that the Software may contain license management or other measures that detect or prevent unauthorized use of, or restrict or disable unlicensed copies of, the Software. Customer agrees that Circadence may use such measures and Customer agrees to follow any requirements regarding them. Customer shall not attempt to circumvent, disable, or interfere with any such license management measures.

1.5 Additional Restrictions on Use. Customer shall not, and shall not permit any third party to: (a) use the Licensed Materials except to the extent permitted in Section 1.1; (b) modify or create any derivative work of any part of the Licensed Materials; (c) permit any parent, subsidiaries, affiliated entities or third parties to use the Licensed Materials; (d) process or permit to be processed the data of any other party unless in connection with Customer's authorized use of the Software; (e) market, sell, license, sublicense, distribute, publish, display, reproduce, rent, lease, loan, assign or otherwise transfer to a third party the Licensed Materials or any copy thereof, in whole or in part; (f) use the Licensed Materials for third-party training, commercial time-sharing or service bureau use; (g) modify, obscure or remove any trademark, patent notice or other proprietary or legal notice, legend, symbol, label or marking contained in or on the Licensed Materials; (h) use the Licensed Materials to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, or material that contain, transmit, or activate any harmful code; (i) access or use the Licensed Materials for purposes of competitive analysis of Circadence or the Software, the development, provision, or use of a competing software service or product, or any other purpose that is to Circadence's detriment or commercial disadvantage; (j) use the Licensed Materials or any data or content derived therefrom to train, develop, or improve any artificial intelligence or machine learning model, algorithm, or system, whether directly or through a third party, without Circadence's prior written consent; or (k) bypass or breach any security device or protection used by the Software or access or use the Software other than by an Authorized User through the use of valid access credentials. Customer shall have no rights to any source code for the Software. Customer agrees that, except to the extent permitted by law, it shall not cause or permit the disassembly, decompilation or reverse engineering of the Software or otherwise attempt to gain access to the source code to the Software (or the underlying ideas, algorithms, structure or organization of the object code in the Software). Without limiting the foregoing, in the event that Customer desires to reverse engineer the Software for interoperability purposes, Customer agrees to first contact Circadence and provide Circadence an opportunity to create such changes as are needed for interoperability purposes. Customer agrees that only Circadence shall have the right to maintain, enhance or otherwise modify the Licensed Materials.

1.6 Copies. Customer shall not copy the Software or Documentation except for loading the Software into the computer memory for the purpose of executing the program. Notwithstanding the foregoing, Customer may make one (1) back-up or archival copy of any installed Software in machine-readable form solely to support Customer's use of the Software as authorized under this Agreement, and a reasonable number of copies of the Documentation, solely to support Customer's use of the Software as authorized under this Agreement, provided that such copies shall include Circadence's copyright and any other proprietary notices that appear on the original copies of the Licensed Materials. The machine-readable copy shall also be labeled "Copy for Back-up Use and Not for Resale." Any copies of the Software or Documentation made by Customer are the exclusive property of Circadence.

1.7 Circadence Audit Rights. Circadence reserves the right, upon prior notice to Customer, to audit usage of the Licensed Materials at Customer's premises during normal business hours to verify Customer's compliance with the terms of this Agreement.

1.8 Reservation of Rights. Circadence reserves all rights not otherwise expressly granted in this Section 1.

1.9 Third Party Software. Customer acknowledges that it may use certain third-party software in connection with the Software and that Circadence makes no warranties, express or implied, with respect to any such third party software.

1.10 Delivery of Software. All Licensed Materials, and any updates or maintenance releases thereof, shall be delivered only through an electronic transfer.

2. Ownership.

2.1 Ownership of Licensed Materials. Customer acknowledges and agrees that Circadence or its licensors own and shall retain all proprietary rights, title and interest, including all patent, copyright, trade secret, know-how, design rights, trademark, and other intellectual property rights, in and to the Licensed Materials and any changes, corrections, bug fixes, enhancements, updates and other modifications thereto (collectively, "Modifications"), whether made by or on behalf of Customer, Circadence or any third party, and as between the parties all such rights shall vest in and be assigned to Circadence. Customer acknowledges that the license granted under this Agreement does not provide Customer with title to or ownership of the Licensed Materials, but only a right of limited use under the terms and conditions of this Agreement. Customer shall keep the Licensed Materials free and clear of all claims, liens and encumbrances. In the event ownership of any Licensed Materials or Modifications vest in Customer, Customer hereby assigns to Circadence all of its right, title and interest in and to all intellectual property and other rights (and where relevant such assignment is by present assignment of future copyright) in such Licensed Materials or Modifications, and waives any and all moral rights in such Licensed Materials or Modifications to which it may now or in the future be entitled under the laws of any jurisdiction.

2.2 Customer Data. You hereby grant to Circadence a non-exclusive, royalty-free, worldwide, fully paid-up, perpetual, irrevocable license to use, reproduce, distribute, edit, modify, prepare derivative works of, display, perform, and otherwise exploit the Customer Data, in any media whether presently known or unknown, as Circadence may deem necessary or desirable for any purpose in connection with the operation, provision, maintenance, improvement, and development of the Software and Circadence's other products and services, including without limitation: (a) the right to create and use aggregated and de-identified data derived from Customer Data; (b) the right to copy, modify, and reproduce Customer Data for marketing, promotional, and/or other purposes in connection with the Software and Circadence's other products and services; and (c) the right to prepare derivative works of Customer Data. As used herein, "Customer Data" means information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of you or an Authorized User through the Software. Customer is solely responsible for the accuracy, quality, integrity, legality, and intellectual property ownership of all Customer Data submitted through the Software. Circadence shall have the perpetual and irrevocable right to delete any or all Customer Data from its systems at any time, for any reason or no reason, without any liability of any kind to Customer or any Authorized User. Circadence shall have no liability for the loss, corruption, unauthorized

access, or deletion of Customer Data, whether intentional or unintentional. Circadence's rights and obligations with respect to any personal data, as defined by applicable data protection and privacy laws, that it collects directly from individuals in connection with this Agreement are set forth in Circadence's Privacy Policy.

2.3 Feedback. If Customer or any of its employees or contractors sends or transmits any communications or materials to Circadence by mail, email, telephone, or otherwise, suggesting or recommending changes to the Licensed Materials, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("Feedback"), Circadence shall have a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use or incorporate into the Software and Circadence's other products and services any such Feedback, irrespective of any other obligation or limitation between the parties governing such Feedback, including without limitation data and information concerning Customer's or its Authorized Users' tactics, techniques, and procedures. Customer hereby assigns to Circadence all right, title, and interest in and to any Feedback and agrees that Circadence is free to use, disclose, reproduce, license, and otherwise distribute and exploit such Feedback without restriction or obligation to Customer.

2.4 Usage Data. Notwithstanding anything to the contrary in this Agreement, Circadence may collect, process, and use Usage Data to monitor, maintain, and optimize the Software, to develop, improve, and market Circadence's products and services, and for any other lawful business purpose. Circadence shall own all right, title, and interest in and to any data, analyses, reports, or other materials derived from Usage Data, and nothing in this Agreement shall be construed to limit Circadence's rights with respect to Usage Data. As used herein, "Usage Data" means usage data collected and processed by Circadence in connection with Customer's use of the Software, including without limitation data used to identify the source and destination of a communication, activity logs, and data used to optimize and maintain performance of the Software, and to investigate and prevent system abuse.

3. Confidentiality.

3.1 Confidential Information. "Confidential Information" means all non-public information and know-how disclosed or made available by Circadence to Customer pursuant to this Agreement, including without limitation the Licensed Materials, Documentation, all technical and business information relating to the Software, and the terms and conditions of this Agreement, whether or not designated as confidential. Customer shall: (a) preserve and protect the confidentiality of all Confidential Information using at least the same degree of care Customer uses to protect its own confidential information, but in no event less than a reasonable degree of care; (b) refrain from using Confidential Information except as expressly contemplated by this Agreement; (c) not disclose Confidential Information to any third party except to Customer's employees and subcontractors who have a need to know such information in connection with the exercise of Customer's rights under this Agreement, and only subject to binding confidentiality obligations at least as protective as those set forth herein; and (d) immediately notify Circadence of any unauthorized disclosure or use of any Confidential Information and assist Circadence in remedying such unauthorized use or disclosure. For the avoidance of doubt, Circadence shall have

no confidentiality obligations to Customer under this Agreement with respect to any information disclosed by Customer to Circadence, and nothing in this Section 3 shall limit Circadence's rights with respect to Customer Data as set forth in Section 2.1 or Usage Data as set forth in Section 2.3. Notwithstanding the foregoing, Customer may disclose Confidential Information which is: (i) already publicly known without breach of this Agreement; (ii) discovered or created by Customer without use of, or reference to, Confidential Information, as shown in Customer's records; or (iii) required to be disclosed by law or court order, provided that Customer shall provide prompt written notice to Circadence and reasonable assistance to enable Circadence to seek a protective order or otherwise prevent or restrict such disclosure.

3.2 Remedies. Customer agrees and acknowledges that any breach or threatened breach of this Section 3 would cause irreparable injury to Circadence and that, in addition to any other remedies that may be available in law, in equity, or otherwise, Circadence shall be entitled to injunctive relief against the threatened breach of this Agreement or the continuation of any such breach by Customer, without the necessity of proving actual damages or posting any bond, in addition to any other rights or remedies provided by law.

4. NO WARRANTIES. EXCEPT AS MAY BE SPECIFIED IN A MASTER AGREEMENT, THE SOFTWARE AND ALL LICENSED MATERIALS ARE PROVIDED "AS IS" AND "AS AVAILABLE," WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CIRCADENCE EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, CIRCADENCE MAKES NO WARRANTY THAT THE SOFTWARE WILL MEET CUSTOMER'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE WITH ANY OTHER SOFTWARE OR SYSTEM, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR-FREE.

5. Indemnification. You agree to defend, indemnify, and hold harmless Circadence, its members, affiliates and/or partners, and its and their officers, directors, partners, shareholders, agents, licensees, and employees from and against all claims, actions, liabilities, losses, expenses, damages, and costs, including but not limited to attorneys' fees, that may, at any time, arise out of or relate to: (a) your authorized, unauthorized, lawful, or unlawful access to or use of the Licensed Materials; (b) your breach of any term or condition of this Agreement; (c) any allegation that Customer Data infringes or misappropriates the intellectual property rights of a third party or violates applicable law; (d) your violation of applicable law in connection with the Licensed Materials (including, without limitation, data privacy and security laws); (e) your inability to access the Software and your reliance on any errors or omissions in the Software; and (f) your violation of any third-party rights.

6. Limitation of Liability. EXCEPT AS MAY BE SPECIFIED IN A MASTER AGREEMENT, IN NO EVENT WILL CIRCADENCE (INCLUDING ITS SUBSIDIARIES, ITS PARENT AND SUBSIDIARIES OF ITS PARENT, LICENSORS, AND THE EMPLOYEES, OFFICERS, DIRECTORS AND AGENTS THEREOF) BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE

DAMAGES UNDER THIS AGREEMENT OR IN CONNECTION WITH ANY SOFTWARE OR SERVICES PROVIDED BY CIRCADENCE HEREUNDER, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE OR DATA, EVEN IF CIRCADENCE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF AVAILABLE REMEDIES ARE FOUND TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE. EXCEPT AS MAY BE SPECIFIED IN A MASTER AGREEMENT, THE TOTAL LIABILITY, IF ANY, OF CIRCADENCE (INCLUDING ITS SUBSIDIARIES, ITS PARENT AND SUBSIDIARIES OF ITS PARENT AND LICENSORS, AND THE EMPLOYEES, OFFICERS, DIRECTORS AND AGENTS THEREOF) IN THE AGGREGATE OVER THE TERM OF THIS AGREEMENT FOR ALL CLAIMS, CAUSES OF ACTION OR LIABILITY WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE ARISING UNDER OR IN ANY WAY RELATED TO THIS AGREEMENT AND/OR THE SOFTWARE PROVIDED HEREUNDER (COLLECTIVELY, "CLAIMS"), SHALL BE LIMITED TO THE LESSER OF: (A) YOUR DIRECT DAMAGES, ACTUALLY INCURRED, OR (B) THE TOTAL FEES PAID FOR THE SOFTWARE IN THE MOST RECENT SIX (6) MONTH PERIOD. NOTWITHSTANDING THE FOREGOING, CIRCADENCE'S SOLE OBLIGATION IN THE EVENT OF AN ERROR BY CIRCADENCE IN THE PERFORMANCE OF ANY SERVICES UNDER THIS AGREEMENT SHALL BE LIMITED TO REPROCESSING APPLICABLE DATA OR REPERFORMING THE SERVICES. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, THE LIABILITY OF CIRCADENCE SHALL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY LAW.

7. Term and Termination.

7.1 Term. Unless earlier terminated as provided in this Section 7, this Agreement and the license granted hereunder shall be effective as of the Effective Date and shall continue thereafter for the period specified in the Order Form or, in the absence of an Order Form, until terminated by either party in accordance with this Agreement (the "Initial Term"), and shall thereafter automatically renew for additional periods of twelve (12) months unless either party provides written notice of its intention not to renew to the other party at least sixty (60) days prior to expiration of the current Term (each a "Renewal Term," and collectively together with the Initial Term, the "Term"). NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, CIRCADENCE RESERVES THE RIGHT TO TERMINATE YOUR ACCOUNT, SUSPEND, LIMIT, OR CHANGE ANY SERVICE OR FEATURE OF THE SOFTWARE AT ANY TIME, FOR ANY REASON OR NO REASON, WITH OR WITHOUT NOTICE TO YOU. IN THE EVENT OF ANY SUCH TERMINATION, SUSPENSION, LIMITATION, OR CHANGE, CIRCADENCE SHALL HAVE NO LIABILITY TO CUSTOMER OR ANY AUTHORIZED USER, AND CUSTOMER SHALL NOT BE ENTITLED TO ANY REFUND OF PREPAID FEES EXCEPT AS MAY BE EXPRESSLY SET FORTH IN THE APPLICABLE ORDER FORM.

7.2 Termination. Either party shall have the right to terminate this Agreement and the license granted herein upon written notice in the event the other party fails to perform or observe any material term or condition of this Agreement and such default has not been cured within thirty (30) days after written notice of such default to the other party. Circadence may also terminate this Agreement immediately if the Customer: (a) terminates or suspends its business; (b) becomes subject to any bankruptcy or insolvency proceeding under Federal or state statute; (c)

becomes insolvent or subject to direct control by a trustee, receiver or similar authority; or (d) has wound up or liquidated, voluntarily or otherwise.

7.3 Effect of Termination. The rights and obligations of Circadence and Customer in Sections 1.5, 1.8, 2, 3, 4, 5, 6, 7.3 and 8 shall survive termination of this Agreement. Within five (5) days after termination of this Agreement, Customer shall return to Circadence or, upon Circadence's request, destroy, at Customer's sole expense, all Confidential Information of Circadence and materials containing any Confidential Information of Circadence, the Licensed Materials, including all copies thereof, and deliver to Circadence a certification, in writing signed by an officer of Customer, that such Confidential Information, Licensed Materials and all copies thereof have been returned or destroyed, and their use discontinued. Upon termination or expiration of this Agreement for any reason, Circadence may immediately destroy any and all of your Customer Data still residing on Circadence's systems without further notice to you. Circadence shall have no obligation to maintain, export, or return Customer Data following termination or expiration, and Circadence shall have no liability to Customer or any Authorized User for the deletion or loss of Customer Data. Customer is solely responsible for maintaining its own backup copies of Customer Data during the Term. Nothing contained herein shall limit any other remedies that Circadence may have for the default of Customer under this Agreement nor relieve Customer of any of its obligations incurred prior to such termination.

8. Miscellaneous.

8.1 Assignment. Customer shall not assign or otherwise transfer this Agreement or any rights or obligations hereunder, in whole or in part, whether by operation of law or otherwise, to any third party without Circadence's prior written consent. Any purported transfer, assignment or delegation without such prior written consent will be null and void and of no force or effect.

8.2 Publicity. Upon execution of this Agreement, Circadence shall be entitled to represent Customer as a customer of Circadence. Customer hereby grants Circadence a non-exclusive, royalty-free, worldwide license to use Customer's name, logo, and trademarks for marketing and promotional purposes, including without limitation on Circadence's website, in print and digital marketing materials, in press releases, in case studies, and on customer reference lists, without the requirement of additional consent or approval from Customer.

8.3 Entire Agreement; Modification; Waiver. This Agreement, together with its exhibits and any applicable Master Agreement and Order Form, represents the entire agreement between the parties with respect to the subject matter hereof, and is not intended to confer upon any third party any rights or remedies hereunder. In the event of a conflict between this Agreement and a Master Agreement, the Master Agreement shall prevail. In the event of a conflict between this Agreement and any Customer purchase order or other document (other than a Master Agreement), the terms of this Agreement shall prevail. Circadence reserves the right, in its sole discretion, to change, modify, update, discontinue, remove, revise, delete, or otherwise change any provision of this Agreement, in whole or in part, at any time. When you access or use the Software, you will be notified that this Agreement has been revised, you will be provided with a link to the revised Agreement, and you will be asked to agree to the terms of the revised Agreement. If you access or use the Software in any way after this Agreement has been changed,

you will be deemed to have read, understood, and unconditionally consented to and agreed to such changes. The waiver of one breach or default or any delay in exercising any rights shall not constitute a waiver of any subsequent breach or default.

8.4 Delays. In addition to any excuse provided by applicable law, Circadence shall be excused from liability for non-delivery or delay in delivery of the Software or any services available through the Software arising from any event beyond Circadence's reasonable control, whether or not foreseeable by either party, including but not limited to labor disturbance, war, terrorism, fire, denial of service attack or other significant cybersecurity incident, internet or telecommunications outages, pandemic, epidemic, casualty, flood, earthquake, destruction of production facilities, riot, insurrection, material unavailability, accident, adverse weather, inability to secure transportation, governmental act or regulation, sanctions, or any other cause beyond Circadence's reasonable control, whether or not similar to those which are enumerated above.

8.5 Governing Law. This Agreement shall in all respects be governed by the laws of the State of Colorado without reference to its principles of conflicts of laws. The parties hereby agree that all disputes arising out of this Agreement shall be subject to the exclusive jurisdiction of and venue in the federal and state courts within the State of Colorado. Customer hereby consents to the personal and exclusive jurisdiction and venue of these courts. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT.

8.6 Dispute Resolution; Arbitration. Except for claims for injunctive or equitable relief or claims regarding intellectual property rights (which may be brought in any competent court in Denver, Colorado), any dispute arising under this Agreement shall be finally settled in binding arbitration. The Judicial Arbitration and Mediation Service, Inc. ("JAMS") will administer the arbitration in accordance with its Comprehensive Arbitration Rules and Procedures (though to the extent JAMS' Expedited Arbitration Procedures are available, they will apply), and the arbitration will be held in Denver, Colorado.

8.7 Costs. If any action at law or in equity (including arbitration) is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled.

8.8 Severability. If any provision of this Agreement is held invalid or unenforceable under applicable law by a court of competent jurisdiction, it shall be replaced with the valid provision that most closely reflects the intent of the parties, and the remaining provisions of the Agreement will remain in full force and effect.

8.9 Relationship of the Parties. Nothing in this Agreement is to be construed as creating an agency, partnership, or joint venture relationship between the parties hereto. Neither party shall have any right or authority to assume or create any obligations or to make any representations or warranties on behalf of any other party, whether express or implied, or to bind the other party in any respect whatsoever. Each party may identify the other as a customer or supplier, as applicable.

8.10 Notices. All notices required or permitted under this Agreement will be in writing and sent by certified mail, return receipt requested, or by reputable oversight courier, or by hand delivery. The parties agree that all correspondence relating to this Agreement shall be written in the English language. Notices to Customer shall be addressed to the relevant billing contact designated by Customer and additionally sent to any email address on file. Any notice sent in the manner sent forth above shall be deemed sufficiently given for all purposes hereunder (a) in the case of certified mail, on the second business day after deposited in the U.S. mail and (b) in the case of overnight courier or hand delivery, upon delivery. Either party may change its notice address by giving written notice to the other party by the means specified in this Section. Customer may contact Circadence at the following address: Circadence Corporation, 1900 9th Street, Suite 210, Boulder, Colorado 80302 Email: info@circadence.com. Customer may also telephone Circadence at: (303) 413-8800.

8.11 U.S. Government Restricted Rights. If Software is being licensed by the U.S. Government, the Licensed Materials are deemed to be “commercial computer software” and “commercial computer documentation” developed exclusively at private expense, and (a) if acquired by or on behalf of a civilian agency, shall be subject solely to the terms of this computer software license as specified in 48 C.F.R. 12.212 of the Federal Acquisition Regulations and its successors; and (b) if acquired by or on behalf of units of the Department of Defense (“DOD”) shall be subject to the terms of this commercial computer software license as specified in 48 C.F.R. 227.7202-2, DOD FAR Supplement and its successors.

8.12 Export Law Assurances. Customer understands that the Licensed Materials are subject to export control laws and regulations. NONE OF THE LICENSED MATERIALS OR ANY UNDERLYING INFORMATION OR TECHNOLOGY MAY BE DOWNLOADED OR OTHERWISE EXPORTED OR RE-EXPORTED: (a) INTO (OR TO A NATIONAL OR RESIDENT OF) ANY COUNTRY TO WHICH THE UNITED STATES HAS EMBARGOED GOODS, WHICH AS OF THE DATE OF THIS AGREEMENT INCLUDE, WITHOUT LIMITATION, CUBA, IRAN, NORTH KOREA, SYRIA, AND THE CRIMEA, DONETSK, AND LUHANSK REGIONS OF UKRAINE; OR (b) TO ANYONE ON THE U.S. TREASURY DEPARTMENT’S LIST OF SPECIALLY DESIGNATED NATIONALS AND BLOCKED PERSONS, THE U.S. COMMERCE DEPARTMENT’S DENIED PERSONS LIST OR ENTITY LIST, OR ANY OTHER APPLICABLE RESTRICTED PARTY LIST. CUSTOMER HEREBY AGREES TO THE FOREGOING AND REPRESENTS AND WARRANTS THAT CUSTOMER IS NOT LOCATED IN, UNDER CONTROL OF, OR A NATIONAL OR RESIDENT OF ANY SUCH COUNTRY OR ON ANY SUCH LIST. CUSTOMER FURTHER AGREES TO COMPLY WITH ALL APPLICABLE EXPORT CONTROL AND SANCTIONS LAWS AND REGULATIONS, INCLUDING THOSE ADMINISTERED BY THE U.S. DEPARTMENT OF THE TREASURY’S OFFICE OF FOREIGN ASSETS CONTROL (OFAC) AND THE U.S. DEPARTMENT OF COMMERCE’S BUREAU OF INDUSTRY AND SECURITY (BIS).

8.13 Data Processing. To the extent required by applicable data protection laws, Circadence’s processing of personal data in connection with the Software shall be governed by the terms of Circadence’s then-current Data Processing Addendum (“DPA”), which is incorporated herein by reference. Circadence reserves the right to update the DPA from time to time in its sole discretion. In the event of any conflict between the terms of this Agreement and the terms of the DPA, the terms of this Agreement shall prevail.

8.14 Construction of Agreement. No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party hereto by any court or arbitrator by reason of such party having or being deemed to have structured or drafted such provision. The headings in this Agreement are for reference purposes only and shall not be deemed to have any substantive effect.

[END OF EULA]