

**CORSHA ENTERPRISE
LICENSE AGREEMENT
COVER PAGE**

The attached documents describe the relationship between Corsha, Inc., a Delaware corporation (“**Corsha**”) and the licensee identified below (“**Licensee**”). The attached “Order Form” and “Terms and Conditions” (collectively, the “**Terms**”) describe and set forth the specific obligations and general legal terms governing the relationship between the parties (collectively, the “**Agreement**”). This Agreement, including the Terms, will become effective when this cover page is executed by authorized representatives of both parties (the “**Effective Date**”).

LICENSEE INFORMATION:

Name/Licensee: _____	Principal Contact: _____
Address: _____	Title: _____
_____	Phone: _____
_____	Email Address: _____

Billing Contact: _____
Title: _____
Phone: _____
Email Address: _____

FOR INTERNAL USE ONLY: Contract #: _____
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The parties have caused their duly authorized representatives to execute this Agreement (incorporating the Terms) as of the dates set forth below.

LICENSEE: _____	CORSHA, INC.
By (Signature): _____	By (Signature): _____
Name (Printed): _____	Name (Printed): _____
Title: _____	Title: _____
Date: _____	Date: _____

CORSHA ENTERPRISE ORDER FORM

This Order Form is made pursuant and subject to the terms and conditions of that Corsha Enterprise License Agreement (“Agreement”), dated [REDACTED], by and between [REDACTED] (“Licensee”) and Corsha, Inc. (“Corsha”). Capitalized terms not otherwise defined herein will have the meaning ascribed to them in the Agreement.

1. SOFTWARE

Software. Corsha Enterprise consists of the Corsha Core Platform and the Corsha Software, as well as access to Documentation and Professional Services.

Corsha Core Platform	On premise deployment and use of the Corsha Distributed Ledger Network and the Corsha Customer Plane including the Administrative Console
Corsha Software	Corsha Authenticators Corsha Proxy
Documentation	Electronic or hard copies of Corsha integration, configuration and operating manuals, as well as specification documents
Professional Services	Corsha provides Professional Services based on the Tier purchased by Licensee. The Professional Services are included in the License Fee. They include technical and customer support for deployment, integration, configuration and maintenance of Corsha Enterprise, as well as access to updates to the Corsha Software.
Additional Professional Services	In addition to Professional Services, Licensee may purchase Additional Professional Services in blocks of 10 hours. The fee for each 10-hour block is \$2,000. Additional Support Services may include a separate SOW.

Additional Professional Services: Corsha will render additional Professional Services as Licensee may from time to time request, including, without limiting the generality of the foregoing:

- Corsha will work with the Licensee’s team to develop an integration, testing, and deployment roadmap for leveraging Corsha across the selected and applicable application services and client endpoints.
- Corsha will work with the Licensee’s team to execute on the integration, testing, and deployment roadmap across environments, data centers, and application ecosystems as appropriate.

2. RESTRICTIONS ON THE USE OF THE SOFTWARE

Tiers. A Corsha Credential Check occurs when a Credential is checked against the Corsha Platform. Each Tier of Enterprise Usage is measured by the number of active Corsha Authenticators deployed by the Licensee per month, the total number of Credential Checks performed during a given month, and the Transaction Rate of Credential Checks per second.

Tier	# on-premise deployments of the Corsha DLN	# actively deployed Corsha Authenticators per month that connect to an instance of the Corsha DLN	# of API MFA Credential Checks per month per platform installation	# of Corsha Native Proxy for deployment in the production environments	# of Credential Checks per second per platform installation	Professional Services	Total Annual Fee
Tier 1	[#]	[#]	[#]	[#]	Up to [#]	[#] hrs in 1st month, [#] hrs in following months	[\$]
Tier 2	[#]	[#]	[#]	[#]	Up to [#]	[#] hrs in 1st month, [#] hrs in following months	[\$]
Tier 3	[#]	[#]	[#]	[#]	Up to [#]	[#] hrs in 1st month, [#] hrs in following months	[\$]
Tier 4	[#]	[#]	[#]	[#]	Up to [#]	[#] hrs in 1st month, [#] hrs in following months	[\$]
For higher parameters than these Tiers, Corsha will provide a custom quote.							

3. TERM

License Term: []

At the conclusion of the License Term, the License will automatically renew for an additional 12-month License Term, unless Licensee notifies Corsha in writing at least fifteen (15) days prior to the end of the current License Term that Licensee is terminating the Agreement.

4. FEES AND PAYMENT TERMS

Total Fees:

License Fee: \$[]

Fee for Additional Professional Services: \$[]

The total fees under this Agreement, which includes the License fee and Additional Professional Services Fee, if any, is \$[.....].

5. SCHEDULE OF ADDITIONAL PROFESSIONAL SERVICES

[The Additional Professional Services will commence on the Effective Date.]

TERMS AND CONDITIONS

1. DEFINITIONS

Certain capitalized terms, if not otherwise defined on the Cover Page, shall have the meanings set forth below.

1.1 “Documentation” shall mean Corsha’s standard user manuals and/or related documentation generally made available to licensees of the Enterprise Software, as may be amended by Corsha from time to time.

1.2 “License Term” means the period specified in the Order Form or, if no term is specified in the Order Form, then the License Term shall be perpetual.

1.3 “Enterprise Software” shall mean the executable, object code version(s) of Corsha’s enterprise edition of its proprietary software product(s) ordered and paid for by Licensee pursuant to an Order Form.

1.4 “Professional Services” means professional services provided by Corsha to Licensee as described in any Order Form (as may be further elaborated in any statement of work), including any additional professional services purchased by Licensee.

1.5 “Order Form” shall mean an order form that is attached to this Agreement at the time of the Effective Date or such other order form provided by Corsha, is signed by both parties, and references this Agreement.

2. SCOPE OF AGREEMENT. Licensee may purchase Enterprise Software under this Agreement pursuant to an Order Form. The terms and conditions of this Agreement apply to all Order Forms to the exclusion of any other terms or conditions that either party seeks to impose or incorporate or which are implied by trade custom or course of dealing and shall apply even if the Order Form fails to specifically reference this Agreement (unless the Order Form clearly refers to this Agreement executed between the Parties).

3. LICENSE AND USAGE OF SOFTWARE

3.1 Software License. Subject to the terms of this Agreement and any restrictions set forth in the Order Form, Corsha hereby grants to Licensee during the License Term, non-exclusive, non-transferable, non-sublicensable license to install and use the Enterprise Software solely for Licensee’s internal business purposes and solely in accordance with the Documentation. Use of the Enterprise Software shall be limited to the number and type of licenses paid for by Licensee, as set forth on the applicable Order Form. Licensee is permitted to allow use of the Enterprise Software and Documentation by its employees, consultants, contractors and managed outsourcers (“**Authorized Users**”), provided that Authorized Users use and/or access the Enterprise Software solely on behalf of and for the benefit of the Licensee. Licensee shall be responsible for all acts and omissions of such Authorized Users and any act or omission by any Authorized User which, if undertaken by the Licensee would constitute a breach of this Agreement, shall be deemed a breach of this Agreement. Licensee shall make all Authorized Users aware of the provisions of this Agreement as applicable to their use of the Enterprise Software and shall cause all Authorized Users to comply with such provisions. Licensee may make a reasonable number of copies of the Enterprise Software solely for back-up and archival purposes.

3.2 Documentation License. Subject to the terms and conditions of this Agreement, Corsha hereby grants to Licensee a non-exclusive, non-transferable license during the License Term to use the Documentation as necessary for its permitted use of the applicable Enterprise Software and to make a reasonable number of copies of the Documentation. Licensee acknowledges that no right is granted to modify, adapt, translate, publicly display, publish, create derivative works or distribute the Documentation.

3.3 Prohibited Uses. The Enterprise Software is licensed, not sold. Licensee will not use the Enterprise Software or Documentation for any purposes beyond the scope of the licenses granted in this Agreement. Without limiting the generality of the foregoing and except as expressly permitted in this Agreement, Licensee will not (and will not permit any third party to): (i) use the Enterprise Software by persons other than Authorized Users; (ii) assign, sublicense, distribute, sell, lease, rent, novate or otherwise transfer or convey the Enterprise Software or Documentation to any third party, (iii) disclose any applicable software license key to the Enterprise Software to any third party; (iv) pledge as security or otherwise encumber Licensee’s right under the licenses granted in Section 3.1; (v) modify, adapt or create any derivative works of the Enterprise Software (or any component thereof) or Documentation; (vi) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any component of the Enterprise Software, except and only to the extent that applicable law expressly permits such actions despite this limitation and in such circumstances, Licensee must notify Corsha and allow Corsha the opportunity to carry out such actions at a reasonable commercial fee; (vii) use the Enterprise Software as a service bureau, or SaaS offering for third parties; (viii) remove, alter or obscure any proprietary notices

or legends from the Enterprise Software and Documentation or any copies thereof; or (ix) use the Enterprise Software to build a similar or competitive product.

3.4 Compliance with Laws. Licensee will not, directly or indirectly export or re-export or knowingly permit the export or re-export of any Enterprise Software in breach of any applicable export and import control laws and regulations including regulations of the United States Bureau of Industry and Security and other applicable agencies. Furthermore, Licensee shall ensure that its use of the Enterprise Software is in accordance with all applicable laws and regulations. Licensee shall obtain all import licenses, certificates and all relevant documentation and authorizations prior to any delivery of the Enterprise Software to Licensee. If Licensee is unable, despite diligent efforts, to obtain such licenses, Licensee shall so notify Corsha in writing, and Corsha shall be under no obligation to deliver the Enterprise Software to Licensee.

3.5 Ownership of Enterprise Software and Usage Data. Licensee acknowledges that Corsha and its licensors (if any) own all right, title and interest, including all patent, copyright, trade secret, trademark, moral rights and other intellectual property rights in and to the Enterprise Software and the Documentation, and Corsha expressly reserves all rights not expressly granted to Licensee in this Agreement. Licensee acknowledges and agrees that Corsha has the right to collect and analyze data collected by or on behalf of Corsha relating to usage and performance of the Enterprise Software (collectively "**Usage Data**"), and Corsha may: (i) use the Usage Data to improve the Services and Corsha's related products and services, including without limitation any development, diagnostic and corrective purposes in connection with the Enterprise Software; and (ii) disclose the Usage Data in an aggregated and anonymized form for its business purposes. Usage Data will not include any personally identifiable information or Licensee-specific output resulting from Licensee's use of the Enterprise Software. All Usage Data is solely owned by Corsha.

3.6 Software Delivery. As soon as commercially practicable after the Effective Date and an Order Form is signed by both Parties, or as otherwise accepted by Corsha, Corsha shall deliver to Licensee the Enterprise Software via electronic download. Notwithstanding any provision under a separate Order Form which may require Corsha to perform certain services in the nature of installation or configuration of the Enterprise Software, delivery shall be deemed complete upon the delivery of the software license key to the Licensee ("**Delivery Date**").

3.7 Other Services. Licensee may, through the Enterprise Software, connect to other Corsha services and offerings. No rights or licenses to such offerings are granted under this Agreement, and any access to such offerings will be pursuant to separate agreements governing such services and offerings between Licensee and Corsha.

4. FEES AND PAYMENTS

4.1 Fees. In consideration for the licenses granted to Licensee and the performance of Corsha's hereunder, Licensee will pay to Corsha the fees set forth in the Order Form (the "**Fees**"). Except as otherwise provided in the Order Form, all Fees are payable on an annual basis, within thirty (30) days of receipt of invoice. Corsha reserves the right to modify the Fees payable hereunder upon written notice to Licensee at least thirty (30) days prior to the end of the then-current term. Corsha will be reimbursed only for expenses that are expressly provided for in an Order Form or SOW or that have been approved in advance in writing by Licensee, provided Corsha has furnished such documentation for authorized expenses as Licensee may reasonably request. Corsha reserves the right (in addition to any other rights or remedies Corsha may have) to discontinue the Corsha Solution and suspend all Authorized Users' and Licensee's access to Services, or any other Services, if any Fees are more than thirty (30) days overdue until such amounts are paid in full. Licensee will maintain complete, accurate and up-to-date Licensee billing and contact information at all times.

4.2 True-Up Fees. If the number of Corsha Authenticators deployed and/or of Corsha Credential checks exceeds the number permitted by Licensee's license tier set forth in the Order Form for two (2) consecutive months, Licensee shall move up to the next license tier at the beginning of the next month of the License Term set forth in the Order Form, and thereafter shall pay the corresponding fee increase associated with that next license tier and shall remain at such license tier for the remainder of the License Term. Nothing prohibits multiple true-up events during the License Term.

4.3 Taxes. The Fees are exclusive of all applicable sales, use, value-added and other taxes, and all applicable duties, tariffs, assessments, export and import fees, or other similar charges, and Licensee will be responsible for payment of all such taxes (other than taxes based on Corsha's income), fees, duties, and charges and any related penalties and interest, arising from the payment of the fees, the provision of the Services, or the provision of the Corsha Solution to Licensee. Licensee will make all payments of Fees to Corsha free and clear of, and without reduction for, any withholding taxes; any such taxes imposed on payments of Fees to Corsha will be

Licensee's sole responsibility, and Licensee will provide Corsha with official receipts issued by the appropriate taxing authority, or such other evidence as the Corsha may reasonably request, to establish that such taxes have been paid.

4.4 Interest. Any amounts not paid when due will bear interest at the rate of one and one half percent (1.5%) per month, or the maximum legal rate if less, from the due date until paid.

5. MAINTENANCE AND SUPPORT

5.1 Maintenance and Support. During the Term, Corsha will use commercially reasonable efforts to correct documented and reproducible defects in the then-current version of the Enterprise Software that are reported to Corsha and that cause the Enterprise Software not to operate in all material respects in accordance with the applicable Documentation ("**Maintenance**"). As part of the Maintenance, Corsha will update the Enterprise Software with those Updates that Corsha, in its discretion, makes generally available to its general user base. All Updates shall be created in Corsha's sole discretion and may require additional terms and conditions governing such Update. All Updates, if and once provided to Licensee, shall be deemed part of the Enterprise Software. Licensee acknowledges that Updates may modify the prior version of the Enterprise Software in any manner and that Corsha may elect to discontinue providing Updates for particular versions of the Enterprise Software. Corsha will also use commercially reasonable efforts to provide, during the Term, telephone, email and internet support to Authorized Users for the then-current version of the Enterprise Software ("**Support**"). Support is limited to questions concerning Enterprise Software installation, configuration, integration, and usage.

5.2 Maintenance Limitations. Corsha is not required to provide Maintenance or Support for problems attributable to: (a) any use that is a restricted use; (b) any factor outside of Corsha's control, including catastrophes, Licensee's or, as applicable, the Authorized User's negligence, operator error and environmental conditions; (c) any equipment, whether delivered by Corsha or not, or any component of the Enterprise Software that is provided by a third party, or other software not supplied by Corsha; (d) any use of the Enterprise Software in combination with other products, equipment, software, or data not supplied or specified in the Documentation or writing by Corsha; (e) use of the Enterprise Software in a manner that violates this Agreement or does not conform to the Documentation; or (f) any use of any release of the Enterprise Software other than the most current release made available by Corsha (collectively, the "**Exclusions**").

6. PROFESSIONAL SERVICES. Where the parties have agreed to Corsha's provision of Professional Services, the details of such Professional Services will be set out in an Order Form or a mutually executed SOW. The Order Form or SOW, as applicable, will include: (a) a description of the Professional Services; (b) the schedule for the performance of the Professional Services; and (c) the Fees applicable for the performance of the Professional Services. Each Order Form or SOW, as applicable, will incorporate the terms and conditions of this Agreement. To the extent that a conflict arises between the terms and conditions of an Order Form or SOW and the terms of this Agreement, the terms and conditions of this Agreement will govern, except to the extent that the Order Form or SOW, as applicable, expressly states that it supersedes specific language in the Agreement.

7. WARRANTIES

7.1 Software Warranty. Corsha hereby warrants, for the benefit of Licensee only, that the Enterprise Software will conform in all material respects to the Documentation for a period of ninety (90) days from the Delivery Date ("**Warranty Period**"). If, during the Warranty Period the Enterprise Software does not conform in all material respects to the Documentation, Licensee's sole and exclusive remedy and Corsha's sole and exclusive liability will be that Corsha shall, at its option, repair the defects or refund the license fees paid by Licensee for the affected Enterprise Software, provided that such warranty will not apply to failures to conform to the Documentation to the extent such failures arise from (i) any use of the Enterprise Software other than in accordance with the Documentation or this Agreement, (ii) modification of the Enterprise Software by Licensee or any third party or (iii) any combination of the Enterprise Software with software, hardware or other technology not provided or approved by Corsha.

7.2 No Other Warranties. EXCEPT AS EXPRESSLY WARRANTED IN THIS SECTION 7, THE ENTERPRISE SOFTWARE, AND ANY OTHER MATERIALS, SOFTWARE, DATA AND/OR SERVICES PROVIDED BY CORSHA ARE PROVIDED "AS IS" AND "WITH ALL FAULTS," AND CORSHA EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND OR NATURE, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF OPERABILITY, CONDITION, TITLE, NON-INFRINGEMENT, NON-INTERFERENCE, VALUE, ACCURACY OF DATA, OR QUALITY, AS WELL AS ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THE ABSENCE OF ANY

DEFECTS THEREIN, WHETHER LATENT OR PATENT. CORSHA DOES NOT WARRANT THAT THE OPERATION OF THE ENTERPRISE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL ERRORS WILL BE CORRECTED.

8. LIMITATION OF LIABILITY

8.1 Limitation on Damages. IN NO EVENT SHALL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT FOR ANY LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF DATA, BUSINESS INTERRUPTION, LOSS OF GOODWILL OR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM (WHETHER IN CONTRACT, TORT, NEGLIGENCE OR OTHERWISE), EVEN IF CORSHA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION UPON DAMAGES AND CLAIMS IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE. FOR THE AVOIDANCE OF DOUBT ANY AMOUNT AWARDED BY A COURT IN CONNECTION WITH CORSHA'S INDEMNIFICATION OBLIGATION, OR ANY SETTLEMENT OF AN INDEMNIFICATION CLAIM, SHALL BE SUBJECT TO THIS SECTION AND CONSIDERED TO BE A DIRECT DAMAGE NO MATTER HOW DENOMINATED BY THE COURT.

8.2 CAP. WITHOUT PREJUDICE TO LICENSEE'S OBLIGATION TO PAY FEES DUE UNDER THIS AGREEMENT, EACH PARTY'S TOTAL CUMULATIVE LIABILITY FOR ALL CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT (WHETHER IN CONTRACT, TORT, NEGLIGENCE OR OTHERWISE), SHALL NOT EXCEED THE TOTAL AMOUNT OF ALL FEES THEN-PAID TO CORSHA BY LICENSEE PURSUANT TO THIS AGREEMENT DURING THE TWELVE (12)-MONTH PERIOD IMMEDIATELY PRIOR TO THE EVENT, ACT OR OMISSION GIVING RISE TO SUCH LIABILITY. THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

8.3 Essential Basis. The disclaimers, exclusions and limitations of liability set forth in this Agreement form an essential basis of the bargain between the Parties, and, absent any of such disclaimers, exclusions or limitations of liability, the provisions of this Agreement, including, without limitation, the economic terms, would be substantially different.

9. INDEMNIFICATION

9.1 Indemnity. Subject to the limitations in Section 9.2, Corsha shall defend Licensee from and against any unaffiliated third party claim, loss or liability (including reasonable attorney's fees) asserted against Licensee that Licensee's use of the Enterprise Software as expressly authorized in this Agreement infringes any third party's U.S. patent, copyright or trade secrets, and Corsha shall pay all third party costs and damages awarded in any such suit or agreed to in settlement of any claim between such third party and Corsha, provided that Licensee promptly notifies Corsha in writing of any such claim (however, any delay in providing such notice shall not excuse Corsha's obligations hereunder, except to the extent that Licensor has been prejudiced thereby), gives Corsha sole and complete control of said claim, and provides all reasonably requested assistance for defense of same and does not make any settlement, admission or compromise in respect of such claim.

9.2 Non-Applicability of Indemnification Obligations. Notwithstanding the foregoing, Corsha shall have no obligation or liability to the extent that the alleged infringement arises from: (a) the combination, operation, or use of the Enterprise Software with products, services, information, materials, technologies, business methods or processes not furnished by Corsha; (b) modifications to the Enterprise Software, which modifications are not made by Corsha; (c) use of a superseded release of the Enterprise Software, where Corsha had provided Licensee with a subsequent release of the Enterprise Software at no charge; or (d) use of the Enterprise Software except in accordance with the Documentation and any applicable laws and regulations. Licensee shall indemnify, defend and hold Corsha harmless from any third party claim arising from the events in clauses (a) through (d) above.

9.3 Assurance of Use. Upon the occurrence of any claim for which indemnity is claimed by Licensee under Section 9.1, or in the event that Corsha believes that such a claim is likely, Corsha may, at its option (a) modify the Enterprise Software so that it becomes non-infringing, or substitute functionally equivalent software or services; (b) obtain a license to the applicable third-party intellectual property rights; or, if neither (a) nor (b) is reasonably achievable, (c) terminate the license granted to Licensee for the affected Enterprise Software on written notice to Licensee and, upon confirmation by Licensee that all copies are uninstalled and destroyed, refund to Licensee any unused license fees under the then current License Term(s) or, where the License Term is perpetual, refund the license fees paid for the Enterprise Software on a straight-line depreciated basis over five (5) years. The obligations

set forth in this Section 9 shall constitute Corsha's entire liability and Licensee's sole remedy for any actual or alleged infringement or misappropriation.

10. CONFIDENTIALITY

10.1 Confidential Information. "Confidential Information" means any nonpublic information of a party (the "Disclosing Party"), whether disclosed orally or in written or digital media, that is identified as "confidential" or with a similar legend at the time of such disclosure or that the receiving party (the "Receiving Party") knows or should have known is the confidential or proprietary information of the Disclosing Party. The Services, Documentation and Usage Data, and all enhancements and improvements thereto will be considered Confidential Information of Corsha.

10.2 Protection of Confidential Information. The Receiving Party agrees that it will not use or disclose to any third party any Confidential Information of the Disclosing Party, except as expressly permitted under this Agreement. The Receiving Party will limit access to the Confidential Information to Authorized Users (with respect to Licensee) or to those employees who have a need to know, who have confidentiality obligations no less restrictive than those set forth herein, and who have been informed of the confidential nature of such information (with respect to Corsha). In addition, the Receiving Party will protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner that it protects its own proprietary information of a similar nature, but in no event with less than reasonable care. At the Disclosing Party's request or upon termination or expiration of this Agreement, the Receiving Party will return to the Disclosing Party or destroy (or permanently erase in the case of electronic files) all copies of the Confidential Information that the Receiving Party does not have a continuing right to use under this Agreement, and the Receiving Party will, upon request, certify to the Disclosing Party its compliance with this sentence.

10.3 Exceptions. The confidentiality obligations set forth in Section 10.2 will not apply to any information that (a) is at the time of disclosure or becomes generally available to the public through no fault of the Receiving Party; (b) is lawfully provided to the Receiving Party by a third party free of any confidentiality duties or obligations; (c) was already known to the Receiving Party at the time of disclosure free of any confidentiality duties or obligations; or (d) the Receiving Party can demonstrate, by clear and convincing evidence, was independently developed by employees and contractors of the Receiving Party who had no access to the Confidential Information. In addition, the Receiving Party may disclose Confidential Information to the extent that such disclosure is necessary for the Receiving Party to enforce its rights under this Agreement or is required by law or by the order of a court or similar judicial or administrative body, provided that (to the extent legally permissible) the Receiving Party promptly notifies the Disclosing Party in writing of such required disclosure and cooperates with the Disclosing Party if the Disclosing Party seeks an appropriate protective order.

11. TERM AND TERMINATION

11.1 Term. This Agreement shall commence upon the Effective Date and, unless earlier terminated in accordance with this Section 11, shall remain in full force and effect with respect to and until the expiration or termination of: (a) any and all outstanding Order Forms; and (b) any License Term for the applicable Enterprise Software.

11.2 Termination for Breach. Either Party may terminate this Agreement immediately upon notice to the other Party if the other Party materially breaches this Agreement, and such breach remains uncured more than thirty (30) days after receipt of written notice of such breach.

11.3 Effect of Termination. Upon any termination or expiration of this Agreement, each Party shall (i) immediately discontinue all use of the other Party's Confidential Information; (ii) delete the other Party's Confidential Information from its computer storage or any other media, including, but not limited to, online and off-line libraries; (iii) shall return to the other Party or, at the other Party's option, destroy, all copies of such other Party's Confidential Information then in its possession; and (iv) shall promptly pay all amounts due and remaining payable hereunder. Upon expiration or termination of the License Term, Licensee shall, and shall ensure that all Authorized Users shall, immediately cease all use of the Enterprise Software and delete all copies of the Enterprise Software in its control. Upon Corsha's request, Licensee shall certify in a signed writing to Corsha that it has complied with the terms of this Section 11.3.

11.4 Survival. The provisions of Sections 1, 3.5, 3.6, 4, 7.2, 8, 9 10, 11.3, 11.4 and 12 shall survive termination or expiration of this Agreement.

12. MISCELLANEOUS

12.1 Governing Law and Venue. This Agreement and any action related thereto will be governed and interpreted by and under the laws of the Commonwealth of Virginia, without giving effect to any conflicts of laws principles that require the application of the law of a different jurisdiction. Licensee hereby expressly consents to the personal jurisdiction and venue in the state and federal courts for Fairfax County, Virginia for any lawsuit filed there against Licensee by Corsha arising from or related to this Agreement. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

12.2 Export. Licensee agrees not to export, reexport, or transfer, directly or indirectly, any U.S. technical data acquired from Corsha, or any products utilizing such data, in violation of the United States export laws or regulations.

12.3 Severability. If any provision of this Agreement is, for any reason, held to be invalid or unenforceable, the other provisions of this Agreement will remain enforceable and the invalid or unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent permitted by law.

12.4 Waiver. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

12.5 No Assignment. Neither party will assign, subcontract, delegate, or otherwise transfer this Agreement, or its rights and obligations herein, without obtaining the prior written consent of the other party, and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void; provided, however, that Corsha may assign this Agreement in connection with a merger, acquisition, reorganization or sale of all or substantially all of its assets, or other operation of law, without any consent of the other party. The terms of this Agreement will be binding upon the parties and their respective successors and permitted assigns.

12.6 Compliance with Law. Licensee will always comply with all international and domestic laws, ordinances, regulations, and statutes that are applicable to its access to and use of the Services and Documentation.

12.7 Force Majeure. Any delay in the performance of any duties or obligations of either party (except the payment of Fees owed) will not be considered a breach of this Agreement if such delay is caused by a labor dispute, shortage of materials, fire, earthquake, flood, pandemic or epidemic, or any other event beyond the control of such party, provided that such party uses reasonable efforts, under the circumstances, to notify the other party of the cause of such delay and to resume performance as soon as possible.

12.8 Independent Contractors. Licensee's relationship to Corsha is that of an independent contractor, and neither party is an agent or partner of the other. Licensee will not have, and will not represent to any third party that it has, any authority to act on behalf of Corsha.

12.9 Notices. All notices required or permitted under this Agreement must be delivered in writing, if to Corsha, by emailing contracts@corsha.com and if to Licensee by emailing the Licensee Point of Contact email address listed on the Cover Page, provided, however, that with respect to any notices relating to breaches of this agreement or termination, a copy of such notice will also be sent in writing to the other party at the address listed on the Cover Page by courier, by certified or registered mail (postage prepaid and return receipt requested), or by a nationally-recognized express mail service. Each party may change its email address and/or address for receipt of notice by giving notice of such change to the other party.

12.10 U.S. Government End-Users. Each of the components that constitute the Enterprise Software is a "commercial item" as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and/or "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government end users acquire the Licensed Application with only those rights set forth herein. If Enterprise Software is acquired for or on behalf of the U.S. Government, then it is recognized and agreed that the Enterprise Software: (i) was developed at private expense; (ii) was not required to be originated or developed under a Government contract; (iii) was not generated as a necessary part of performing a Government contract.

12.11 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will be taken together and deemed to be one instrument.

12.12 Entire Agreement. This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matters hereof and supersedes and merges all prior discussions between the parties with respect to such subject matters. No modification of or amendment to this Agreement, or any waiver of any rights under this Agreement, will be effective unless in writing and signed by an authorized signatory of Licensee and Corsha.