

SOFTWARE LICENSE AGREEMENT – CLOUD BASED

This Software License Agreement (“**Agreement**”) form a legal agreement between the customer identified in the applicable proposal and purchase order (“**Customer**”) and the applicable Voyager entity identified therein (“**Voyager**”). Please read this Agreement carefully before using the Software (as such is defined below). By accessing or using the Software, Customer agrees to be bound by this Agreement. If Customer does not agree to this Agreement, Customer must refrain from using the Software.

1. **Definitions.** In this Agreement the following capitalized terms shall have the following meaning:
 - 1.1. “**Documentation**” means the user’s manuals delivered by Voyager to Customer along with the Software.
 - 1.2. “**Intellectual Property Rights**” means all intangible legal rights, titles and interests evidenced by or embodied in all: (i) inventions (regardless of patentability and whether or not reduced to practice), improvements thereto, and patents, patent applications, and patent disclosures, together with all reissuances, continuations, continuations in part, revisions, extensions, and reexaminations thereof; (ii) trademarks, service marks, trade dress, logos, trade names, and corporate names, together with translations, adaptations, derivations, and combinations thereof, including goodwill associated therewith, and applications, registrations, and renewals in connection therewith; (iii) any work of authorship, regardless of copyrightability, copyrightable works, copyrights (including moral rights) and applications, registrations, and renewals in connection therewith; (iv) trade secrets and Confidential Information; and (v) all rights associated with the foregoing and all other proprietary rights and any other similar rights, in each case on a worldwide basis, and copies and tangible embodiments thereof, in whatever form or medium
 - 1.3. “**New Release**” means a new version of the Software that includes or adds new functionality or adds substantially new features to the Software, including any major enhancements, as designated by a progressing of the version number left of the decimal point following the version initially delivered hereunder.
 - 1.4. “**Updates**” means, with respect to any element of the Software, a new version of such element that includes patches, bug fixes and minor enhancements to the Software, as designated by a progressing of the version number right of the decimal point following the version initially delivered hereunder, and which is made available, at no additional cost, by Voyager to its customers from time to time.
2. **The Cloud Service.** Voyager is the owner of certain proprietary software which enables, as a cloud-based platform, certain unstructured data analysis (the “**Software**”). The Software allows Customer the ability to insert certain queries and receive certain responses and analysis based on information collected by the Software from various sources in cyberspace, based on and subject to the initiation of a query by Customer.
3. **Right to Access the Software.** Subject to the terms and conditions of this Agreement, including without limitation Customer’s payment of the Fees set forth herein, Voyager hereby grants Customer a non-exclusive, non-transferable, non-sublicensable and limited right throughout the applicable subscription period, to access and use the Software remotely. Such access shall be limited only within the Scope of Use as set forth in the applicable proposal. Customer may exercise the rights granted herein through its employees and for its own internal benefit.
4. **Restrictions.** Customer shall use the Software expressly as permitted herein and shall not (i) attempt to infiltrate or hack the Software, or any part thereof for any purpose nor shall it reverse-engineer, decompile, disassemble, or otherwise attempt to derive the source code of the Software; (ii) represent that it possess any proprietary interest in the Software; (iii) directly or indirectly, take any action to contest Voyager’s Intellectual Property Rights or infringe them in any way; (iv) except as specifically permitted hereunder, use the name, trademarks, trade-names, and logos of Voyager; (v) use the Software to provide third parties with managed services or any other services whether or not in return for remuneration of any kind; (vi) remove, alter, or obscure any copyright, trademarks, trade names, logos, and other proprietary rights notices of Voyager or third-parties contained on or within Software; (vii) distribute, copy, manufacture, rent lease, adapt, lend, trade-in, translate or otherwise make available to any third party, stand-alone copies of the Software or any part thereof; (ix) transfer, use or export the Software in violation of any applicable laws

or regulations of any government or governmental agency; (x) modify or create derivative works of the Software or any part thereof; and (xi) use any portion of the Software to create a software product that is the same or substantially similar to the Software or any part thereof. Nothing in this Agreement shall constitute a waiver of Voyager's Intellectual Property Rights under any law, or be in any way construed or interpreted as such.

5. **Use of the Software**

5.1. Customer acknowledges, represents and warrants that: (i) its ability to procure data using the Software may be governed by law or third-party policies; (ii) it is responsible for complying with all applicable laws and for obtaining any necessary permissions; (iii) it shall have sufficient right to collect, transmit, store, copy, and use all data (including personal information if applicable) and data sources, that shall be collected or used by the Customer on and in relation to the Software, including (but not limited to) ensuring all information is properly licensed; (iv) it shall be responsible for all its materials, including functionality of the materials with the Software.

5.2. **Player Creation.** If the Customer requires opening and activation of resources for the usage of the Software, the Customer shall be fully responsible for such activities. Voyager shall not be involved in said activities in any manner whatsoever.

5.3. **Change to "On-Premise" Model.** Upon Customer's request, Voyager will allow Customer to use the Software on an "on premise" basis. Upon such request, the parties shall discuss in good faith the implications and agree on the costs to Customer, as applicable.

6. **Title & Ownership.** Voyager does not sell or transfer title in the Software, or any part thereof, to Customer. The Software, and/or any copies thereof, including without limitation any derivative works made thereto shall remain Voyager's sole and exclusive property. All Intellectual Property Rights evidenced by or embodied in and/or attached/connected/related to the Software, or any derivative or part thereof, are and shall be owned solely and exclusively by Voyager. Nothing in this Agreement shall constitute a waiver of Voyager's Intellectual Property Rights under any law, or be in any way construed or interpreted as such.

7. **Third Party Content.** Customer shall have the ability to access third party's content via the Software ("Third Party Content"), in accordance with the specific preferences set by the Customer and only after it has been prompted by Customer to do so by submitting a query. Certain Third-Party Content may be the copyrighted material of a third party and/or protected by certain laws, contracts and other restrictions. The access to Third Party Content and use of such Third-Party Content is in the full and sole discretion, responsibility and control of the Customer. The foregoing shall apply also in cases in which Voyager provides Consultation Services (as defined herein) and any actions taken by Voyager and its employees and contractors as a result of Customer's instructions. As between the parties, Customer shall be sole and exclusive owner of all information collected and processed using the Software.

8. **Customer's Obligations**

8.1. **Security and Compliance with Applicable Laws.** Customer will use reasonable security precautions in the course of using the Software. Customer represents and warrants that its use of the Software will be in compliance with any and all applicable laws, rules, regulations, statutes, codes, ordinances, orders, or guidelines of any governmental entity.

8.2. **Viruses and Malicious Code.** Customer will neither insert nor permit the insertion or introduction of any Malicious Code (defined below) into the Software used to deliver the Software. Customer will take all commercially reasonable actions and precautions to prevent the introduction and proliferation of Malicious Code into the Software. Voyager may immediately suspend Customer's access to the Software if Voyager detects Malicious Code or reasonably suspects that Malicious Code was introduced or permitted by Customer or Customer's account. "**Malicious Code**" means (i) any code, program, or sub-program which causes damage or maliciously interferes with the operation of a computer Software containing the code, program or sub-program, or halts, disables, or interferes with the operation of the Software (ii) any device, method, or token that permits any person to circumvent without authorization the normal security of the Software.

8.3. **Third-Party Licenses.** The Software includes certain third-party software and materials ("Third-Party Software") that are subject to their respective third-party licenses and the title to which remains with the applicable third-party ("**Third-Party Licenses**"). By executing this Agreement, Customer

undertakes to strictly comply with the terms and condition of the Third-Party Licenses, as may be amended from time to time. In the event of any inconsistencies or conflicting provisions between the provisions of the Third-Party Licenses and the provisions of this Agreement, the provisions of the Third-Party Licenses shall prevail but solely in connection with the related Third-Party Software. Without derogating from the generality of the foregoing, it is clarified that any Third-Party Software is provided on an “AS IS” basis, without indemnity or warranty of any kind, whether express or implied.

9. **Support and Consultation Services**

- 9.1. **Support Services**. During the applicable subscription period, Voyager shall provide Customer with access to Voyager's personnel for problem reporting with respect to the Software as further detailed in Voyager's Service Level Agreement available [\[here\]](#) (the “SLA”). For the purposes of providing Customer with support services, reviewing Customer's compliance with the terms of the license granted to it and monitoring system parameters, Voyager shall have the right to access information transferred from the cloud environment on which Customer's system is located and said cloud environment. Notwithstanding anything to the contrary, unless explicitly permitted to do so by Customer, Voyager shall not access any data gathered by Customer using the Software.
- 9.2. **Consultation Services**. During the Term of this Agreement, Voyager may provide Customer with certain consulting services as may be agreed upon by the parties, subject to the payment by Customer to Voyager of Consultation Services Fee (“**Consultation Services**”). Consultation Services shall be provided by Voyager in accordance with a statement of work signed by the parties.
- 9.3. **New Releases**. If Voyager develops New Releases to be provided as a generic release common to all licensees of such Software, Voyager shall offer the New Releases according to Voyager's applicable rates.
- 9.4. **Training**. If necessary, Voyager will provide initial training for Customer's employees to effectively use the Software. The training will be conducted remotely or at Customer's premises, as agreed in the proposal or as shall be mutually agreed by the parties. Additional training and documentation may be ordered separately from Voyager according to Voyager's then current price list.

10. **Fees and Payments**

- 10.1. **Fees**. Customer shall pay the fees as set forth in the applicable proposal (“**Fees**”) according to the payment schedule set forth in the applicable proposal and the payment terms set forth below.
- 10.2. **Consultation Service Fees**. To the extent Consultation Services are ordered by Customer, and unless otherwise stated in the applicable statement of work, Customer shall pay for the Consultation Services ordered from Voyager, on a time and material basis, as set forth in the applicable proposal plus reimbursement of reasonable out-of-pocket expenses for which Voyager receives written authorization (including communications and accommodation expenses) and applicable taxes (“**Consultation Service Fee**”). The Consultation Service Fees shall be paid by Customer according to the payment schedule set forth in the applicable proposal and the payment terms set forth below unless otherwise set out in the applicable proposal.
- 10.3. **Support Fees**. Support Services are available to Customer on an annual fee basis, to be paid by Customer in advance, as set forth in the applicable proposal (“**Support Service Fees**”) and shall be paid according to the payment terms and other instructions set out therein.
- 10.4. **Payment Terms**. All payments shall be made in U.S. Dollars within 30 days of the invoice receipt which will be issued by Voyager. Amounts that are not paid in accordance with the terms stated in this Agreement, will be subject to a late charge of 1.5% per month compounded monthly, until paid in full. All payments under this Agreement are non-refundable.
- 10.5. **Taxes**. Customer is solely responsible for payment of any taxes (including, without limitation, sales or use taxes, Value Added Taxes, employee-related taxes, intangible taxes, and property taxes, and only excluding taxes related to Voyager's income) resulting from using the Software. To the extent that Voyager shall be required to pay any such taxes then such taxes shall be billed to and paid by Customer. If any such taxes are required to be withheld, Customer shall pay an amount to Voyager such that the net amount payable to Voyager after withholding of taxes shall equal the amount that would have been otherwise payable under this Agreement.

11. **Voyager Warranties.** Voyager warrants that the Software provided according to this Agreement shall materially conform to functional specifications as set forth under this Agreement. Voyager's sole liability and Customer's exclusive remedy for any breach of this warranty shall be to use reasonable commercial efforts to remedy any failure of the Voyager's Software to materially conform to this Agreement in accordance with the terms of Voyager's SLA available [\[here\]](#), provided that (i) Customer is not otherwise in breach of this Agreement, and (ii) Customer has reported in writing to Voyager the claimed failure promptly upon discovery. Voyager's sole liability for any breach of this warranty shall be, in Voyager's sole discretion to replace or repair the defective Software. The foregoing warranties are contingent upon Customer's proper use of the Software, and shall not apply to damage caused by abuse, misuse, alteration, neglect, or unauthorized repair or installation, or by the use or attempted use of Software other than that supplied and supported by Voyager. Voyager will use reasonable commercial efforts to repair or replace pursuant to the foregoing warranty within 30 days of being so notified. The foregoing constitutes Customer's sole and exclusive remedy for breach by Voyager of any warranties made under this Agreement.
12. **Disclaimer of Warranty.** EXCEPT FOR THE WARRANTIES PROVIDED IN THIS AGREEMENT, VOYAGER PROVIDES THE USAGE OF THE SOFTWARE TO CUSTOMER AND ANY SUPPORT SERVICES AND CONSULTATION SERVICES ON AN "AS IS" BASIS, WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE OR ACCURACY. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, VOYAGER DOES NOT WARRANT THAT THE SOFTWARE OR ANY SERVICES RELATED THERETO WILL BE DELIVERED OR PERFORMED ERROR-FREE OR WITHOUT INTERRUPTION.
13. **Indemnification**
- 13.1. **By Voyager.** Subject to the provisions of this Section 13, Voyager shall defend or settle at its expense any action, claim or proceeding, brought against Customer to the extent based upon a claim that the Software infringes any third party intellectual property right. Voyager's obligation to indemnify Customer shall be limited to the following: Voyager agrees to pay Customer reasonable attorneys' fees and expenses, incurred in investigation or defense of such claims, and all damages and liabilities finally awarded against Customer or paid in settlements and arising out of such third party claims. Voyager's indemnity obligation shall not extend to claims based solely on (i) an unauthorized use or modification of the Software; (ii) the Customer's use of the Software after receipt of notice of alleged or actual infringement by Voyager; (iii) the combination of non infringing items with any items not supplied by Voyager; (iv) the use by Customer of any version which is not the latest available version of the Software. As a condition to the defense set forth above, Customer shall give Voyager prompt notice of any such claim made against it, and grant Voyager sole control of the defense of any such claim, suit or proceeding, including appeals, negotiations and any settlement or compromise thereof.
- If the Software or part thereof becomes, or in Voyager's opinion may become, subject to any claim of infringement of any duly issued patent or copyright or asserted trade secret right and its use is thereby enjoined, Voyager's sole liability shall be, at Voyager's option, to either: (i) procure for Customer the right to continue using the Software; (ii) replace or modify the Software, so that it is non-infringing; or (iii) if neither of the foregoing alternatives is reasonably practical, Voyager shall refund a portion of the Fees paid to Voyager for such Software based on a pro rata straight line thirty six (36) month depreciation basis, upon the return or destruction (and certification of destruction) of the Software. This Section states the entire obligation of Voyager and the exclusive remedies of Customer with respect to any claims of infringement or proprietary rights violations. Under no circumstances will Voyager have any obligation or liability under this Agreement for any infringement claims with respect to Third Party Code.
- 13.2. **By Customer.** Customer shall defend, indemnify and hold harmless Voyager and its affiliates from and against any and all third party claims, proceedings, injuries, liabilities, losses, fines, penalties, costs and expenses (including reasonable attorneys' fees), including but not limited to claims based on the collection and/or use of any third party information, data or content arising out of or relating to Customer's use of the Software or information collected and processed using Software, or otherwise resulting from the acts or omissions of Customer or any of its employees or agents in connection with any services provided by Voyager. Voyager shall give Customer prompt notice of any such claim

made against it, and grant Customer sole control of the defense of any such claim, suit or proceeding, including appeals, negotiations and any settlement or compromise thereof.

14. **Limitation of Liability.** IN NO EVENT SHALL VOYAGER'S LIABILITY UNDER, ARISING OUT OF OR RELATING TO THIS AGREEMENT, EXCEED THE AMOUNT OF FEES ACTUALLY PAID TO VOYAGER UNDER THIS AGREEMENT IN THE 12 MONTHS PERIOD PRECEDING THE EVENT THAT GAVE RISE TO THE CLAIM. IN NO EVENT WILL VOYAGER BE LIABLE FOR LOST PROFITS, LOSS OF USE, LOSS OF DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR ANY OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, AND ON ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE, WHETHER OR NOT VOYAGER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

15. **Confidentiality**

- 15.1. **Confidential Information.** Either party may from time to time during the Term of this Agreement disclose (the "**Disclosing Party**") to the other party (the "**Receiving Party**") certain information regarding the Disclosing Party's or its affiliates' business, including technical, marketing, financial, employee, and other confidential or proprietary information ("**Confidential Information**"). Regardless of whether so marked or identified, any information that may be reasonably understood, under the circumstances to be considered confidential or proprietary, including but not limited to the terms and conditions of this Agreement, will be considered Confidential Information of the Disclosing Party. Customer agrees and acknowledges that the Software, and the Documentation and any Updates and New Releases are and shall remain Voyager's Confidential Information.
- 15.2. **Protection of Confidential Information.** The Receiving Party will not use any Confidential Information of the Disclosing Party for any purpose not expressly permitted by this Agreement, and will disclose the Confidential Information of the Disclosing Party only to the employees or consultants of the Receiving Party who need to know such Confidential Information for the purpose of this Agreement and who are under a duty of confidentiality no less restrictive than the Receiving Party's duty hereunder. The Receiving Party will protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner as the Receiving Party protects its own confidential or proprietary information of a similar nature and with no less than reasonable care.
- 15.3. **Exceptions.** The Receiving Party's obligations under this Section with respect to any Confidential Information of the Disclosing Party shall not apply to and/or shall terminate if and when the Receiving Party can document that such information: (a) was already lawfully known to the Receiving Party at the time of disclosure by the Disclosing Party; (b) was disclosed to the Receiving Party by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of the Receiving Party has become, generally available to the public; or (d) was independently developed by the Receiving Party without access to, or use of, the Disclosing Party's Confidential Information. In addition, the Receiving Party will be allowed to disclose Confidential Information of the Disclosing Party to the extent that such disclosure is (i) approved in writing by the Disclosing Party, (ii) necessary for the Receiving Party to enforce its rights under this Agreement in connection with a legal proceeding; or (iii) required by law or by the order of a court of similar judicial or administrative body, provided that the Receiving Party notifies the Disclosing Party of such required disclosure promptly and in writing and cooperates with the Disclosing Party, at the Disclosing Party's reasonable request and expense, in any lawful action to contest or limit the scope of such required disclosure.

16. **Term and Termination**

- 16.1. **Subscription Period.** The initial subscription period is defined for a period of 12 months as of the issuance of the purchase order by the Customer ("**Initial Subscription Period**" and "**Effective Date**" respectively). Thereafter, the Subscription shall automatically renew for successive periods of 12 months (each a "**Subscription Renewal Period**"), unless terminated earlier in accordance with the terms of the Agreement or unless either party provides the other party with notice of non-renewal at least 60 days prior to expiration of the Initial Subscription Period or then-current Subscription Renewal Period in which case, the Agreement will terminate upon expiration of the Initial Subscription Period or the then-current Subscription Renewal Period (Collectively the Initial Subscription Period and applicable Subscription Renewal Periods, the "**Subscription Period**").

16.2. **Term.** This Agreement shall be in force and effect during the Subscription Period.

16.3. **Termination for Breach.** Either party may terminate this Agreement at any time by giving written notice to the other party if the other party is in breach or default of any material provision of this Agreement, and the breaching party fails to cure the breach or default, within thirty (30) days after being given written notice, specifying details of the breach or default and requiring the same to be remedied.

16.4. **Termination in the Event of Default.** Either party may terminate this Agreement immediately, in the Event of Default. Any of the following shall be considered an "Event of Default": (i) a party is judged bankrupt or insolvent; (ii) a party makes a general assignment for the benefit of its creditors; (iii) a trustee or receiver is appointed for a party or for any of its property; or (iv) any petition by or on behalf of a party is filed under any bankruptcy or similar laws.

16.5. **Consequences.** Upon termination of this Agreement for any reason, Customer will immediately cease use of the Software. Upon termination of this Agreement, both parties shall promptly return any and all of the other party's Confidential Information that it may then have in its possession.

17. **General Terms**

17.1. **Governing Law.** This Agreement shall be governed by the laws of the State of New York, without reference to its conflict of laws rules. Any and all disputes and controversies arising out of or in connection with the Agreement shall be brought exclusively before the federal or state courts in New York. The United Nations Conventions on Contracts for the International Sales of Goods shall not apply to this Agreement.

Notwithstanding the foregoing, Customer understands that the unauthorized use or disclosure of the Confidential Information or breach of the restrictions to use the Software and access the Software could cause irreparable damage to Voyager, and Voyager shall be entitled to seek an injunction or other equitable relief in any competent jurisdiction in order to enforce the provisions hereof.

17.2. **Assignment.** Unless explicitly stated otherwise herein, this Agreement or any part thereof may not be assigned by Customer to any third party without obtaining Voyager's prior written consent, which consent shall not be unreasonably withheld or denied. Voyager shall be entitled to assign this Agreement, in whole or in part, at its discretion.

17.3. **Severability.** Should any provision of this Agreement be held to be invalid, that provision shall be replaced with a valid provision implementing the intent of the parties at the time of the signing of this Agreement.

17.4. **Force Majeure.** Except for Customer's obligation to pay amounts due under this Agreement, neither party hereto shall be liable for any loss, damage, or penalty resulting from such party's failure to perform its obligations hereunder when such failure is due to events beyond its control, including, without limitation, flood, earthquake, fire, disease, pandemic, epidemic, acts of God, military insurrection, civil riot, or labor strikes.

17.5. **Survival.** Anything to the contrary notwithstanding, the following Sections shall survive any termination of this Agreement: 4, 6, 12, 14, 15, 16.5 and 17. Termination shall not affect any rights and obligations accrued as of the effective date of termination.

17.6. **Entire Agreement.** This Agreement constitutes the entire agreement between Voyager and Customer and supersedes any previous agreements or representations, either oral or written. Customer acknowledges that it has not relied upon any representations or warranties other than those expressly contained in this Agreement. This Agreement may be amended, terminated, or altered only by an instrument in writing signed by individuals of appropriate authority of both parties.

17.7. Notwithstanding anything to the contrary: (a) any terms and conditions not explicitly contained in this Agreement (including, without limitation, terms of a PO signed by the parties) shall have no force and effect in the framework of the contractual relationship of the parties, and (b) in the event of a conflict between the provisions of this Agreement and the provisions of any other effective document, the

provisions of this Agreement shall prevail.

- 17.8. **Anti-Corruption**. Each party declares and agrees that in connection with the activities under this Agreement it has not performed, nor will it perform, any act which would constitute a violation of any Anti-Corruption or Anti-Bribery laws or regulations, including (without limitation) the U.S. Foreign Corrupt Practices Act of 1977 and the U.K. Bribery Act of 2010, as updated from time to time, or which would cause either party to be in violation of said Anti-Corruption or Anti-Bribery laws or regulations.
- 17.9. **Export Laws**. Customer agrees to comply fully with all applicable export laws and regulations to ensure that neither the Software nor any technical data related thereto are exported or re-exported directly or indirectly in violation of, or used for any purposes prohibited by, such laws and regulations. For clarity, and without derogating from any provision of this Agreement, in case of any change of any applicable law, policy or regulation, which might affect Voyager's business, Voyager will have the right to terminate this Agreement and the license granted hereunder and Customer shall have no claims regarding such termination.
- 17.10. **Notices**. Any notice or report required or permitted by this Agreement shall be deemed given if (i) delivered personally to an officer of the other party, (ii) sent by either party to the other by first class mail, postage prepaid, addressed to the other party at the address given below or such other address as to which such party shall give notice hereunder, or (iii) sent by email to the email address given below or such other email address as to which such party shall give notice hereunder. Notice given by mail shall be deemed given five business days after deposit with postal authorities. Notice given by email shall be deemed given one business days after sending.
- 17.11. **Counterparts**. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and enforceable against the party actually executing such counterpart, and all of which together shall constitute one and the same instrument. The exchange of an executed Agreement (in counterparts or otherwise) by facsimile or by electronic delivery in PDF format or similar format shall be sufficient to bind the parties to the terms and conditions of this Agreement as an original.

