Project Number: CBE 606848-23

THIS AGREEMENT is made on _____ 2024 ("**Effective Date**").

1. PARTIES

1.1 **CYBERSAFE LIMITED** a limited liability company incorporated in England and Wales under number 03245350 whose registered office is at 450 Bath Road, Longford, Middlesex, UB7 0EB ("**CyberSafe**"); and

1.2 **CLARK COUNTY** a government entity incorporated in Clark County Nevada, whose registered office is at 500 S Grand Central Parkway Las Vegas, Nevada 89155-1217 ("**Licensee**").

Each a "**Party**" and together collectively referred to as the "**Parties**".

BACKGROUND

(A) The Licensee wishes to procure certain software licenses and software maintenance and support services with terms and conditions in Schedule #1 of this Agreement.

(B) The Licensee has agreed to procure such software and services from CyberSafe and CyberSafe has agreed to provide such to the Licensee on the terms and conditions of this Agreement.

Software License Agreement
Terms and Conditions

2. Definitions:

"**Affiliate**" means any entity that directly or indirectly controls, is controlled by or is under common control with, another entity.

"**Agreement**" means this agreement, including the Schedules.

"**Business Day**" means any day (other than a Saturday or Sunday) on which banks are open in the City of London for the transaction of normal banking business.

"**Confidential Information**" means, in relation to any Party, confidential information (whether oral, graphic or written, or in electronic form or any other form) belonging to or relating to that Party, its Affiliates, it's or their business, clients, customers, business plans, affairs or activities including: (a) Know How, trade secrets and other information of a confidential nature, including without limitation, all proprietary, technical, industrial and commercial information and techniques in whatever form (including computer disks and tapes) that information may be recorded or stored; (b) any document marked "Confidential" or any information which the recipient Party has been informed is confidential or which it might reasonably expect the other Party would regard as confidential; (c) the

provisions of this Agreement and the implementation of the transactions contemplated hereby; or (d) the negotiations giving rise to this Agreement, with exception to the Nevada Revised Statuses Chapter 239 – Public Records.

"**Contractor**" means any third party engaged by Licensee to perform services on behalf of Licensee.

"**Designated Use**" means the right to install, load, utilise, store and display the Software, solely for Licensee's and Licensee's Affiliates internal business purposes and use solely to the maximum number of licenses procured by the Licensee, as set forth in Exhibit A. If the details of specific licenses procured as shown in Exhibit A states that the Pricing Method for Software product is "**Enterprise**" then the license granted for such Software shall be extended for use by any number of users who are employed by the Licensee and/or any Licensee Affiliate, and installed on any systems owned and controlled by the Licensee and/or any Licensee Affiliate.

"**Documentation**" means the standard written materials regarding the specifications of the Software provided by CyberSafe with the Software.

"**Fees**" means CyberSafe's fees for the Software and Services as set out in Exhibit A.

"**Intellectual Property Rights**" means copyright, rights related to copyright such as moral rights and performers rights, patents, rights in inventions, rights in Confidential Information, Know-How, trade secrets, trademarks, geographical indications, service marks, trade names, design rights, rights in get-up, database rights, databases, data exclusivity rights, approvals, utility models, domain names, business names, rights in computer software, mask works, topography rights, the right to sue for infringement, unfair competition and passing off, and all similar rights of whatever nature wherever in the world arising and, in each case:

    (i)   whether registered or not,

    (ii)   including any applications to protect or register such rights,

    (iii)   including all renewals and extensions of such rights or applications,

    (iv)   whether vested, contingent or future, and

    (v)   wherever existing.

"**Know-How**" means all information and know how, whether relating to inventions, improvements, technical information, data and Documentation, methods, ideas, concepts, discovering techniques, specifications, components lists, and whether contained in specifications, instructions, laboratory notebooks, test reports, internal reports, memoranda or other documents (in whatever form held, including, without limitation, paper, electronically stored data, magnetic media film and microfilm or orally).

"**License Key File**" means a text file containing information about the Licensee, and a key, which consists of a series of letters, numbers or symbols. The file is provided to Licensee by CyberSafe and is required to activate a relevant Software in accordance with the limitations of Designated Use for such Software.

"**Pricing Method**" means the method used to determine the price of the Software product or Services on the respective line item for the procured licenses as shown in Exhibit A. For example, "Per SAP User" means the price is based on the maximum number of (shown as "Quantity" in the line item) SAP Software users who will be allowed to use the licensed Software product.

"**Reseller**" means a reseller authorised in writing by CyberSafe to supply the Software and Services to Licensee hereunder.

"**Services**" means, as the context so provides, CyberSafe's: (i) consulting or professional services for the installation and/or configuration of the Software; or (ii) the Maintenance and Support services set out in Schedule 1.

"**Software**" means the object code version of CyberSafe software products as listed in Exhibit A, including any new versions, revisions, updates or upgrades provided as part of CyberSafe's Maintenance & Support program, if relevant.

Additional terms may be defined on a relevant Quotation, in the Agreement's text or in the Schedules.

3.   **Left Blank Intentionally**

4.   **Delivery:**

CyberSafe will promptly process Purchase Orders upon receipt. Delivery of the Software will be deemed complete when CyberSafe provides details to the Licensee to allow them to (i) download the Software, and (ii) access the Documentation. The Licensee will also have been (iii) provided with a License Key File ("**Delivery Date**").

5.   **License Grant:**

5.1.   Subject to the terms of this Agreement and payment of all Fees to CyberSafe or their Reseller, as relevant, as and when they fall due, CyberSafe and its Third Party Licensors grants the Licensee either a Perpetual licence (if the details shown in Exhibit A includes one or more line items for "Maintenance & Support") or a Subscription licence (in which case the details shown in Exhibit A will include one or more line items for "Annual Subscription"), to use the Software, such use to be in compliance with: (a) the Designated Use; (b) the Documentation; (c) this Agreement; and (d) any volume, user, field of use, configuration or other restrictions set forth in an applicable details in Exhibit A or in this Agreement.

5.2.   <u>Perpetual Licence Grant</u>: Where the licence type set out in the details found in Exhibit A, and accepted by the Licensee, is a perpetual licence, in which case the details will include one or more line items for "Maintenance & Support", then CyberSafe grants Licensee a personal, non-sub licensable, non-transferable, non-exclusive, perpetual right to use the Software delivered pursuant to this Agreement.

5.3.   <u>Subscription Licence Grant</u>: Where the licence type set out in the details found in Exhibit A, and accepted by the Licensee, is a subscription license, in which case the details will include one or more line items for "Annual Subscription", then CyberSafe grants to the Licensee a non-transferable, non-sublicensable, non-exclusive license during the applicable Subscription

Term (as defined in the line item details in Exhibit A) to use Software ("**Subscription**").

Where Software is licensed on a Subscription basis, the Fees paid by the Licensee for the Subscription licence allow use of Maintenance releases for the Software, and allow access to the Support services for the entire Subscription Term.

5.4.　　Subscription Terms and Renewals: Where the Software is licensed on a Subscription basis. The term of any Subscription shall be twelve (12) months commencing on the start date specified on the applicable line item found in Exhibit A ("**Subscription Term**"). If no Subscription start date is specified on the applicable line item, the start date shall be the Delivery Date. The Terminating Party must give the other prior written notice of cancellation at least ninety (90) days prior to expiration of the then-current Subscription Term. Unless otherwise specified on the line item detail, the rates for any Subscription Term renewals shall be effective upon renewal, no more than a 3% increase annually.

5.5.　　Use by Affiliates and Contractors: Subject to the terms and conditions of this Agreement, where Licensee Affiliates and Contractors are granted access and use of the Software. Such Licensee Affiliates and Contractors may use the licenses granted to Licensee, provided that: (a) such use is only for Licensee's or Licensee Affiliate's benefit; (b) the Licensee agrees to remain responsible for each such Affiliate's and Contractor's compliance with the terms and conditions of this Agreement; and (c) upon request Licensee will identify each such Licensee Affiliate and Contractor. Use of the Software by the Licensee Affiliates, Contractors and Licensee must be within the number of licensed users set out in the details of procured products described in Exhibit A.

5.6.　　Backup Copies: Licensee may make up to two (2) copies of the Software for back-up and archival purposes; and as many copies of the Documentation as are reasonably required for operational purposes, provided that Licensee will reproduce any product identification, proprietary, trademark, copyright or other notices contained in the Software on all Software copies.

5.7.　　Restrictions: Licensee will not instruct and will not allow any third party to:

(i)　decompile, disassemble, or otherwise reverse engineer the Software (except and only to the extent that applicable statutory laws prohibit certain reverse engineering restrictions) or attempt to reconstruct or discover any source code, underlying ideas, algorithms, file formats or programming interfaces of the Software by any means whatsoever (except and

only to the extent that applicable law prohibits or restricts reverse engineering restrictions);

(ii)　distribute, sell, sublicense, rent, lease or use the Software (or any portion thereof) for time sharing, hosting, service provider or other computer services to third parties or otherwise make the functionality of the Software available to third parties;

(iii)　remove or in any manner alter any product identification, proprietary, trademark, copyright or other notices contained in the Software;

(iv)　modify any part of the Software, create a derivative work of any part of the Software or incorporate the Software into other software, except to the extent expressly authorised in writing by CyberSafe;

(v)　publicly disseminate performance information or analysis (including, without limitation, benchmarks and performance tests) from any source relating to the Software;

(vi)　use or copy the Software, in whole or in part, except as expressly allowed under Clauses 5.1 through to Clause 5.5.

5.8.　　Licensee agrees to promptly notify CyberSafe in writing of any third-party violations of Clause 5.7 of which Licensee becomes aware.

6.　　Intellectual Property Rights and Ownership:

6.1.　　As between the Parties, CyberSafe will retain all Intellectual Property Rights in and to the Software, any Software modifications and any derivative works based on the Software or created as part of the Services.

6.2.　　Third-Party Products: Title to any third-party products included in the Software or otherwise provided to Licensee by CyberSafe ("**Third-Party Products**") and all Intellectual Property Rights in and to them, are and will remain the Third-Party Product owner's exclusive property. Nothing contained in this Agreement grants or confers any rights in or to any Third-Party Products, expressly or by implication, except for the limited licenses set forth in Clause 5. Licensee will not use any Third-Party Products that are included in the Software or otherwise provided to Licensee by CyberSafe, separately or apart from the Software.

7.　　Fees and Payment:

Upon execution of this Agreement and each applicable Purchase Order, Licensee shall pay CyberSafe the relevant Fees set out in such Purchase Order, which will also be shown in Exhibit A. All payments made to CyberSafe shall be made within thirty (30) Calendar days from the date of CyberSafe's accurate invoice.

Licensee will be responsible for all taxes, withholdings, duties and levies arising from a Purchase Order (excluding taxes based on CyberSafe's net income). Clark County is a political subdivision of the State of Nevada and under the provisions of Nevada Revised Statutes 372.325 is exempt from payment of Sales or Use Tax. In addition, Licensee will be responsible for all freight, packing, insurance and other shipping-related expenses where relevant. For Purchase Orders issued to a Reseller, payment terms shall be as agreed between Licensee and Reseller.

8. Term and Termination:

8.1. Term: This Agreement will commence on the Effective Date and will continue until terminated pursuant to the terms and conditions contained herein. Either Party may terminate this Agreement for its convenience upon ninety (90) days advance written notice to the other Party; provided, if there is a Purchase Order for which the Parties have obligations that extend beyond such termination date, including for the avoidance of doubt the remainder of any Subscription Term), the terms of this Agreement shall continue to apply until all obligations have been satisfied or until terminated in accordance with Clause 8.2.

8.2. Termination for Cause: Either Party may terminate this Agreement, including any undelivered Purchase Orders, if the other Party: (i) fails to cure any material breach of this Agreement within thirty (30) days after a written notice of the breach; (ii) ceases operation without a successor; or (iii) seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, composition or comparable proceeding, or if any such proceeding is instituted against such Party (and not dismissed within fourteen (14) days). Notwithstanding the notice and cure period provided in Clause 8.2 (i), in the case of a breach by Licensee of Clause 5.7 (License Restrictions) or 11 (Confidentiality), this Agreement will terminate immediately upon written notice. Save where otherwise indicated, termination is not an exclusive remedy and the exercise by either Party of any remedy under this Agreement will be without prejudice to any other remedies it may have under this Agreement, by law, in equity or otherwise.

8.3. CyberSafe shall have the right, in case of any material breach or any negligent act or omission by any Licensee Affiliate to: (a) terminate this license for the use of the Software by such company in accordance with the provisions of this Agreement and/or its addenda; and/or (b) require the Licensee to terminate use of the Software by the breaching company in accordance with the provisions this Agreement and its addenda; and/or (c) claim damages, loss, costs or expense ("**Loss**") directly against Licensee for any Loss incurred by

CyberSafe, under The State of Nevada law and in the Courts of Nevada. If relevant, all rights of third parties who are not an Affiliate are hereby excluded

8.4. Effect of Termination: Upon termination of this Agreement, any amounts owed to CyberSafe hereunder will be immediately due and payable. In the event that the licence granted herein expires or is terminated by CyberSafe due to Licensee's breach of the license restrictions described in Clause 5.7:

(i) all license rights granted hereunder will immediately cease; and

(ii) Licensee will immediately stop using the Documentation and the Software and uninstall the Software; and either:

a) return any copies of the Software and the Documentation to CyberSafe; or

b) destroy and delete all copies of the Software and the Documentation and certify to this to CyberSafe in a writing, signed by an officer of Licensee.

The Licensee shall ensure that it backs up its data regularly and extracts it from the Software prior to the termination or expiry of this Agreement. CyberSafe shall not be obliged to provide the Licensee with any assistance extracting or recovering data whether during or after the Term.

Termination or expiry of this Agreement shall not affect any accrued rights and liabilities of either Party at any time up to the date of termination or expiry and shall not affect any provision of this Agreement that is expressly or by implication intended to continue beyond termination.

8.5. Survival: Clauses 5 (License Grant, except that only Clause 5.7 will survive in the event of a breach of the license restrictions), 6 (Intellectual Property Rights and Ownership), 7 (Fees and Payment), 8 (Term and Termination), 9 (Indemnification), 10.3 (Disclaimer), 11 (Confidentiality), 12 (Limitation of Liability) and 16 (Miscellaneous) will survive any termination of this Agreement.

9. Indemnification:

9.1. Indemnification by CyberSafe: CyberSafe will defend, hold harmless and indemnify at its own expense any suit or action against Licensee brought by a third party, including, but not limited to any suit or action based upon a claim that the Software infringes any U.S or European Intellectual Property Right, and CyberSafe

will pay those costs and damages finally awarded by a court of competent jurisdiction (or agreed to in settlement) against Licensee in any such suit or action that are specifically attributable to such suit or action. The foregoing obligations are conditioned on Licensee: (i) providing CyberSafe with prompt written notice of the suit or action for which indemnity is claimed (provided that any failure to give notice will not affect CyberSafe's liability for reimbursement hereunder unless such failure has resulted in the loss of substantive rights with respect to its ability to defend such suit or action); (ii) giving CyberSafe sole control of the defence thereof and any related settlement negotiations; and (iii) providing (at CyberSafe's expense) CyberSafe with all assistance, information and authority reasonably required to defend or settle the suit or action. Notwithstanding the foregoing, Licensee may participate at its own expense in the defence of such suit or action. CyberSafe will have no obligation under this Clause 9.1or otherwise for any infringement suit or action based on: (i) the use of a superseded or altered release of the Software; (ii) the combination, operation or use of the Software with software, hardware or other materials not furnished by CyberSafe; (iii) use of the Software other than as permitted under this Agreement or the Documentation; (iv) modification to the Software made by a Party other than CyberSafe, if a suit or action would not have occurred but for such modification; or (v) CyberSafe's compliance with any specifications or plans provided by Licensee. If the Software becomes, or CyberSafe reasonably believes it is likely to become, subject to an infringement suit or action, CyberSafe may, at its option and expense: (a) replace or modify the Software so that it becomes non-infringing; (b) procure for Licensee the right to continue using the Software under the terms of this Agreement; or (c) in their sole discretion, accept return of the infringing Software, terminate this Agreement as to the infringing Software, and refund or credit for the Fees paid by Licensee for such infringing Software less a reasonable allowance for the period of time Licensee has used the Software. The foregoing states CyberSafe's entire liability and Licensee's sole and exclusive remedies for infringement or misappropriation suits and actions of any kind.

10. Limited Warranty and Disclaimer:

10.1. Limited Software Warranty: CyberSafe warrants solely to Licensee that for a period of ninety (90) days from the Delivery Date ("**Software Warranty Period**"), the Software will operate, when used as permitted under this Agreement and in accordance with the Documentation, in substantial conformity with the Documentation. CyberSafe does not warrant that: (i) the Software will meet Licensee's requirements; (ii) the Software will operate in the combinations that Licensee

may select for use; (ii), Licensee's use of the Software will be uninterrupted or error-free or any security mechanisms implemented by the Software will not have inherent limitations. CyberSafe's and its licensors' sole liability (and Licensee's exclusive remedy) for any breach of this warranty will be, in CyberSafe's sole discretion: (a) to use commercially reasonable efforts to provide Licensee with an error-correction or work-around which corrects the non-conformity; or (b) replace the Software with other Software offering substantially similar functionality; or (c) if neither (a) nor (b) is commercially feasible, refund the license fee paid to CyberSafe and any applicable maintenance fees for the Software. Notwithstanding anything to the contrary herein, CyberSafe will have no obligation with respect to a warranty claim unless notified of such claim in writing by Licensee within the Software Warranty Period. Any such error correction or work-around provided to Licensee will not extend the original Software Warranty Period.

10.2. Exclusions: The warranty set forth in Clause 10.1 will not apply: (i) if the Software is used with hardware or software not specified in the Documentation; (ii) if any modifications are made to the Software by Licensee or any third party; (iii) to defects in the Software due to accident, abuse, neglect or improper use by Licensee; (iii) if reported errors or nonconformities cannot be reproduced by CyberSafe or (iv) to Software provided on a no charge or evaluation basis.

10.3. Disclaimer: This Clause 10 is a limited warranty and sets forth the only warranties for the Software made by CyberSafe. CyberSafe does not make any other warranties, conditions or undertakings, express or implied, statutory or otherwise, including but not limited to warranties of merchantability, quality, title, fitness for a particular purpose or non-infringement, and any other warranties arising out of course of dealing, usage or trade. No advice or information, whether oral or written, obtained from CyberSafe or elsewhere will create any warranty not expressly stated in this Agreement. Licensee may have other statutory rights. However, to the full extent permitted by law, the duration or statutorily required warranties, if any, shall be limited to the limited Warranty Period. Licensee Acknowledges that it has relied on no warranties other than the express warranties in this Agreement, and that no warranties of any kind whatsoever are made by any of CyberSafe's licensors or suppliers.

11. Confidentiality:

11.1. General: Each Party agrees that certain information it or its Affiliates receive or obtain ("**Receiving Party**") from the Party disclosing such

information ("**Disclosing Party**") may constitute the Confidential Information of the Disclosing Party. "Confidential Information" means all information that is marked as, or stated at the time of disclosure to be, confidential, or which would be in the normal course of business be regarded as being of a confidential nature.

11.2. <u>Exclusions:</u> The Receiving Party's nondisclosure obligation will not apply to information which the Receiving Party can document: (i) was rightfully in its possession or known to it prior to receipt of the Confidential Information; (ii) is or has become public knowledge through no fault of the Receiving Party; (iii) is rightfully obtained by the Receiving Party from a third party without breach of any confidentiality obligation; or (iv) is independently developed by employees or contractors of the Receiving Party who had no access to such information.

11.3. <u>Use and Disclosure Restrictions:</u> Each Party will not use the other Party's Confidential Information except as necessary for the performance of this Agreement and will not disclose such Confidential Information to any third party except to those of its directors, employees and contractors that need to know such Confidential Information for the purpose of performing this Agreement, provided that each such director, employee and contractor is subject to a written agreement that includes binding use and disclosure restrictions that are at least as protective as those set forth herein. Each Party will use all reasonable efforts to maintain the confidentiality of all such Confidential Information in its possession or control, but in no event less than the efforts that such Party ordinarily uses with respect to its own proprietary information of similar nature and importance. The foregoing obligations will not restrict either Party from disclosing Confidential Information of the other Party: (i) pursuant to the order or requirement of a court, administrative agency or other governmental body of competent jurisdiction, provided that the Party required to make such a disclosure gives reasonable written notice to the other Party to enable the other Party to seek a protective or equivalent order to avert disclosure; and (ii) on a confidential basis to its legal or financial advisors; and (iii) required to be open to public inspection pursuant to NRS 239.010 and is not subject to an applicable exception or declared by law to be confidential (as determined by Licensee in its sole and absolute discretion). In addition, each Party may disclose the terms and conditions of this Agreement as required under applicable securities laws, but such Party will use all reasonable efforts to obtain confidential

treatment to the maximum extent possible for the terms and conditions of this Agreement.

11.4. The Software, Documentation, technical information and other code or data of any type provided by CyberSafe (or its Resellers or agents), the pricing offered by CyberSafe to Licensee, and this Agreement's terms and conditions (subject to Clause 11.5) are CyberSafe Confidential Information.

11.5. Notwithstanding the foregoing, Licensee is a governmental entity and subject to the public records laws and regulations set forth in chapter 239 of the NRS. Licensee's records are public records and are subject to inspection and copying by any person unless there is an applicable exception, or the record is declared by applicable law to be confidential. CyberSafe is advised, and acknowledges, that this Agreement and documents provided in connection with this Agreement become a public record and, unless the information is declared by law to be confidential or is otherwise excluded from the public records disclosure requirements, may be subject to inspection and copying. Licensee makes no representation or warranty as to whether any Confidential Information will be deemed or determined to be confidential pursuant to law. Licensee takes no responsibility and is not liable for release of any Confidential Information that Licensee determines in its sole and absolute discretion that Licensee must provide such Confidential Information because an applicable exception does not apply, or the information is not declared by law to be confidential.

12. Limitation of Liability:

12.1. Neither Licensee nor CyberSafe (nor any of CyberSafe's Third Party Licensors, suppliers or Resellers) shall be liable for any indirect, special, incidental or consequential damages of any kind regardless of the form of action, whether in contract, tort (including negligence), strict liability or otherwise, even if informed of the possibility of such damages in advance. This Clause 12.1 shall not apply to Licensee with respect to any claims arising under Clause 5.7 (Restrictions), Clause 9.1 (Indemnification) or Clause 11 (Confidentiality).

12.2. Notwithstanding any other provision of this Agreement, Licensee's or CyberSafe's (and its licensors) entire liability to the other in connection with or relating to this Agreement, whether in contract, tort or otherwise, shall not exceed 125% of the amounts actually paid or payable by Licensee to CyberSafe under this Agreement or the amount received by CyberSafe from its relevant Reseller. This Clause 12.2 shall not apply to licensee with respect to any claims arising

under Clause 5.7 (Restrictions), Clause 9.1 (Indemnification) or Clause 11 (Confidentiality).

12.3.   Neither Party excludes or limits liability to the other Party for death or personal injury caused by its negligence.

12.4.   The Parties agree that the limitations specified in this Clause 12 will survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose.   The Parties acknowledge and agree that CyberSafe or their Reseller has set its prices and entered into this Agreement in reliance upon the limitations of liability specified herein, which allocate the risk between Licensee and CyberSafe and form a basis of the bargain between the Parties.

13.   Audits:

Licensee shall keep complete and accurate records indicating the Software and the exact locations of each copy of the Software. CyberSafe and its authorised representatives shall have the right to audit Licensee a maximum of once every 3 years, to determine whether Licensee is using the Software in accordance with the terms and conditions of this Agreement. Licensee agrees to cooperate in any such audit, provided it is conducted during Licensee's normal business hours, at a time that does not interfere with normal everyday operations and CyberSafe notifies Licensee in writing thirty (30) Business Days in advance of its desire to conduct any such audit, and to pay CyberSafe any negotiated rate that as a result of such audit are determined to be due under this Agreement for each unreported or unauthorised license used.

14.   Maintenance & Support:

CyberSafe agrees to provide Licensee with the level of Maintenance & Support specified and paid for by Licensee and detailed in the line item for the procured product found in Exhibit A and in accordance with Schedule #1.

15.   Compliance with Laws:

Each Party shall comply with all applicable laws relating to this Agreement.

16.   Miscellaneous:

16.1.   Assignment: This Agreement will bind and inure to the benefit of each Party's permitted successors and assigns. Neither Party may assign or transfer this Agreement by operation of law or otherwise, without the other Party's prior written consent. Any attempt to transfer or assign this Agreement without such written

consent will be deemed null and void. Notwithstanding the foregoing, Either party may assign, transfer or novate this Agreement without consent to the acquiring or surviving entity in a merger or acquisition in which Either Party is the acquired entity (whether by merger, reorganization, acquisition or sale of stock) or to the purchaser of all or substantially all of CyberSafe's assets provided that the assignee agrees in writing to be bound by the terms of this Agreement.

16.2.   Severability: If any provision of this Agreement will be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

16.3.   Governing Law and Jurisdiction: The validity of this Agreement, its interpretation, the respective rights and obligations of the Parties and all other matters arising in any way out of it or its expiration or earlier termination for any reason shall be determined by the substantive law, excluding the private international law rules, of The State of Nevada.

The Parties irrevocably agree that the courts of The State of Nevada shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, this Agreement, its subject matter or formation (including non-contractual disputes or claims.

16.4.   Left Blank Intentionally

16.5.   Notices: Notices under this Agreement will be in writing and sent to a Party's address set forth above (as amended and notified to a Party) (or to the email address set out below). Notices may be given, and will be deemed received: (i) by first-class post: two (2) Business Days after posting; (ii) by airmail: seven (7) Business Days after posting; (ii) by hand: on *delivery*; and (iii) by e-mail to Legal@CyberSafe.com in the case of CyberSafe and CCITLicensing@Clarkcountynv.gov in the case of the Licensee: on receipt of a delivery return e-mail.

16.6.   This Clause does not apply to notice given in legal proceedings, arbitration or other dispute resolution proceedings.

16.7.   Amendment; Waiver: No supplement, modification or amendment of this Agreement will be binding unless executed in writing by a duly authorized representative of each Party to this Agreement. No waiver will be implied from conduct or failure to enforce or exercise rights under this Agreement, nor will any waiver be effective unless in a writing signed by a duly

authorised representative on behalf of the Party claimed to have waived.

16.8. Entire Agreement and Conflict: This Agreement, including the attached Schedule(s) constitutes the full and complete understanding and agreement of the Parties hereto relating to the subject matter hereof and supersedes all prior understandings and agreements relating to such subject matter. No provision of any purchase order or any other business form employed by Licensee will supersede, contradict, vary or modify the terms and conditions of this Agreement, and any such document issued by a Party hereto relating to this Agreement will be for administrative purposes only and have no legal effect.

16.9. Independent Contractors: The Parties to this Agreement are independent contractors. There is no relationship of partnership, joint venture, employment, franchise or agency created hereby. Neither Party will have the power to bind the other or incur obligations on the other's behalf without the other Party's prior written consent.

16.10. Force Majeure: Neither Party will be liable to the other for any delay or failure to perform any obligation under this Agreement (except for a failure to pay Fees) if the delay or failure is due to unforeseen events, which occur after the signing of this Agreement and which are beyond the reasonable control of the Parties, such as blockade, war, terrorism, riots, natural disasters, refusal of license by the Government or other governmental agencies, in so far as such an event prevents or delays the affected Party from fulfilling its obligations and such Party is not able to prevent or remove the force majeure at reasonable cost.

16.11. Remedies: Except as otherwise provided in Clauses 9, 10 and 12, the exercise by either Party of any of its rights and remedies under this Agreement will be without prejudice to its other remedies under this Agreement or otherwise. Licensee acknowledges that the Software and other Confidential Information of CyberSafe contains valuable trade secrets and proprietary information of CyberSafe, that any actual or threatened breach of Clause 5.7 or Clause 11 by Licensee will constitute immediate, irreparable harm to CyberSafe for which monetary damages alone would be an inadequate remedy, and that equitable or injunctive relief is an appropriate remedy for such breach in addition to any other remedies CyberSafe may have at law or under this Agreement.

16.12. Construction: The headings of this Agreement are for convenience and are not to be used in interpreting this Agreement. As used in this Agreement, the word "**including**" means including but not limited to.

16.13. Counterparts and Exchanges by Facsimile: This Agreement may be executed in counterparts, each of which will be considered an original, but all of which together will constitute the same instrument. The exchange of a fully executed Agreement in counterparts or otherwise by facsimile will be sufficient to bind the Parties to this Agreement.

16.14. Export: Licensee acknowledges that the Software contains encryption technology that is subject to export restrictions applied by the Export Control Organisation on behalf of the Government of the United Kingdom and import restrictions by certain foreign Governments. Licensee will not allow any third party to remove or export from the U.K. or allow the export or re-export of any part of the Software or any direct product thereof: (i) into any country that the U.K. Government or any agency thereof restricts export or re-export to such countries; or (ii) into any country to which such export or re-export is restricted or prohibited, or as to which the U.K. Government or any agency thereof requires an export license or other governmental approval at the time of export or re-export without first obtaining such license or approval; or (iii) otherwise in violation of any export or import restrictions, laws or regulations of any foreign Government, agency or authority. Licensee agrees to the foregoing and warrants that it is not located in, under the control of, or a national or resident of any prohibited country or on any prohibited party list. After CyberSafe has shipped ("exported") the Software to Licensee, it is the responsibility of Licensee to comply with the Cryptographic Software Export Regulations of the Government in the country, which the Software was exported to by CyberSafe.

17. Evaluation:

17.1. Evaluation Software: From time to time, Licensee may wish to evaluate Software and its related Documentation on a temporary basis for non-commercial use in a non-production environment ("**Evaluation Software**"). If CyberSafe agrees to such evaluation and conditioned on Licensee's compliance with the terms and conditions of this Agreement, CyberSafe grants to Licensee during the Evaluation Period (as defined below), a cost-free, personal, non-sub-licensable, non-transferable, non-assignable and nonexclusive, revocable license to use the Evaluation Software, solely at the location identified in writing by Licensee and solely for Licensee's internal evaluation of the Software. Licensee may only grant access to the Evaluation Software to employees, Contractors, agents or consultants who have entered into a confidentiality

agreement with Licensee no less protective of CyberSafe's proprietary rights than this Agreement.

17.2. <u>Evaluation Period:</u> Unless otherwise agreed to by the Parties in writing or terminated earlier in accordance with this Agreement, an evaluation shall commence upon delivery of the Evaluation Software and continue for ninety (90) days, or such other period as agreed by the Parties in writing, thereafter ("**Evaluation Period**"). Upon the expiration or termination of the Evaluation Period, CyberSafe may agree to extend the evaluation for a further agreed period, otherwise: (i) all licenses granted under this Clause 17.2 for such evaluation will cease; and (ii) Licensee will immediately return the Evaluation Software to CyberSafe and destroy or erase any intangible copies of the Evaluation Software, and certify in a writing signed by an officer of Licensee and delivered to CyberSafe that all such copies of have been returned, destroyed or erased.

17.3. <u>Additional Evaluation Terms:</u> Notwithstanding anything to the contrary as contained in this Agreement, Licensee acknowledges and agrees that the Evaluation Software is provided for evaluation "**AS-IS**" and CyberSafe its licensors and suppliers make no representations or warranties of any kind, express or implied, with respect to the Evaluation Software, including, without limitation, any implied warranties of merchantability, quality, title, fitness for a particular purpose, informational content, system integration, enjoyment, non-infringement or any other warranties arising out of course of dealing, usage or trade and no obligation under Clause 9.1(Indemnification) shall arise with respect to an Evaluation Software.

18. Bribery Act

18.1. For the purpose of this Clause 18. the meaning of adequate procedures and foreign public official shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively.

18.2. Both parties shall: i) comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010; ii) not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK; iii) have and shall maintain in place throughout the term of this Agreement its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010; iv) promptly report to the other party any request or demand for any undue financial or other advantage of any kind received in connection with the performance of this Agreement; v) warrant that they have no foreign public officials as officers, employees or direct or indirect owners at the Effective Date of this Agreement and agree to immediately notify the other party if during the validity of this Agreement a foreign public official becomes an officer or employee or acquires a direct or indirect interest.

18.3. Either party shall, upon the reasonable written request of the other party provide such supporting evidence of compliance with this Clause 18 as may be reasonably required.

19. Government Rights

If Licensee is a U.S. government entity, it acknowledges that the software and accompanying documentation licensed in this Agreement are "commercial items", "commercial computer software" and "commercial computer software documentation" as defined in FAR section 2.101, and DFAR sections 252.227-7014(a)(1) and (5) respectively. Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government shall be governed solely by the terms of this Agreement and shall be prohibited except to the extent expressly permitted by the terms of this Agreement.

[Remainder of page intentionally left blank.]

**Maintenance & Support
Schedule #1**

The terms and conditions set out in this Schedule shall apply to CyberSafe's provision of Maintenance & Support services.

Capitalised terms not defined in this Schedule have the same meaning as in this Agreement. The terms of the Agreement shall apply to this Schedule except where expressly modified by this Schedule.

Where there is a conflict between the terms and conditions of this Schedule and the Agreement, the Agreement shall prevail.

1.   Definitions:

"Minor Release" means a release of the Software which consists of minor corrections, bug fixes and enhancements without substantial added functionality or features and which is denoted by a change of the numbers to the right of the first or second decimal point.

"Major Release" means a release of the Software which consists of a new version with substantial enhancements, added functionality or new features and which is denoted by a change in the number to the left of the first decimal point. Major Releases do not include separate or different software products or services that are otherwise marketed and sold by CyberSafe under a different name, even if such products are compatible with the Software.

"Maintenance Release" means Minor Release(s) and Major Release(s) of the Software made available to and licensed by Licensee; provided such releases of the Software are made generally available at no additional cost to other licensees of the Software, and Licensee has: (i) in the case of Software purchased on a perpetual basis, purchased Maintenance & Support Services; or (ii) where the Software in the Quotation, is subject to a Subscription licence.

"Authorised Contact Persons" means Licensee's personnel designated by Licensee in writing from time to time.

"Incident" means a suspected error in the Supported Software, which significantly degrades such Software as compared to CyberSafe's published performance specifications. An Incident is also referred to as a **"Case"** when it is reported to CyberSafe.

"Fix" means the repair or replacement of object or executable code versions of the Supported Software to correct errors, or a change to the configuration of Supported Software.

"Severity Level 1" means support of an Incident which causes Licensee's production environment or a critical functionality of Supported Software to not operate.

"Severity Level 2" means support of an Incident which significantly impairs Licensee's use of the Supported Software.

"Severity Level 3" means support of an Incident that does not significantly impact functionality or performance but is of concern to Licensee.

"Severity Level 4" means a response to a question which relates to use of the Supported Software or addresses an Incident which requires some investigation on a lower priority basis.

"Severity Level 5" means a request for Supported Software enhancement or change in functionality.

"Supported Software" means those Software products listed in the procured product details found in Exhibit A and any Maintenance Releases thereto provided by CyberSafe to Licensee hereunder.

"Maintenance & Support Services" means CyberSafe support services as described in para 2.

"Workaround" means a change in the procedures followed or data supplied by Licensee to avoid an Incident without substantially impairing Licensee's use of Supported Software.

"Support Hours" means 8:00AM to 5:00PM (UK time) on CyberSafe's regular business days, when the line item details for the procured product described in Exhibit A mentions Support Level is Standard, unless the Support Level is 24x7, in which case the Support Hours are not limited to UK business days or hours.

2.   Scope of Maintenance & Support Services:

Subject to the para 4 (Exclusions) and the payment of the Maintenance & Support Fee, where relevant, CyberSafe will provide the following Maintenance & Support Services for the then current release and the two immediately previous sequential release of Supported Software:

- Technical Communication: CyberSafe provides a support centre for technical communication with Licensee. Licensee may contact the support centre regarding support of Supported Software via the web-based self-service support portal or using Email, and will receive an initial response during Support Hours.

If the licence granted to the Licensee has purchased 24x7 Support, as indicated in Support Level found in the line item for the procured prduct described in Exhibit A, 24x7 or 24x7x365 then the Licensee may receive an initial response outside of Support Hours. The initial response will be provided based on the Severity of the Incident reported, and as described in Fix and Incident Corrections. Only Authorised Contact Persons may contact the support centre.

- Maintenance Release: From time to time as CyberSafe deems necessary or desirable, CyberSafe will provide to Licensee such Maintenance Releases of Supported Software that CyberSafe, in its sole discretion, makes generally available without additional charge.

- Modifications of Supported Software: CyberSafe will review and consider Licensee requests for modifications to Supported Software, however, CyberSafe is under no obligation to incorporate those requests in future Maintenance Releases or upgrades of Supported Software.

- Fix and Incident Corrections: CyberSafe will correct any Incidents reported by Licensee in its then current unmodified release of Supported Software in accordance with the severity level reasonably assigned to such Incident by CyberSafe, according to the following schedule:

  - For a Severity 1 Incident: CyberSafe will use best commercial efforts to: (i) respond to Licensee within 1 hour, indicating that CyberSafe has received the report of an Incident; (ii) provide an initial status report to Licensee within 4 hours, and regularly communicate thereafter the status of a reported Incident; and (iii) provide a Fix or a Workaround for Severity 1 Incidents as soon as reasonably possible - normally this will be within 24 hours of Incident being reported, but sometimes other factors which are out of our control mean it is not possible to provide a Fix, or a Workaround this quickly

  - For a Severity 2 Incident: CyberSafe will use reasonable commercial efforts to: (i) respond to Licensee within 4 hours, indicating that CyberSafe has received the report of an Incident; (ii) provide an initial status report to Licensee within 6 hours, and regularly communicate thereafter the status of a reported Incident; and (iii) provide a Fix or a Workaround for Severity 2 Incidents as soon as reasonably possible -

normally this will be within 48 hours of Incident being reported, but sometimes other factors which are out of our control mean it is not possible to provide a Fix, or a Workaround this quickly

- For Severity 3 Incidents: CyberSafe will use reasonable commercial efforts to: (i) verify reported Incidents and communicate the status of a reported Incident to Licensee when appropriate; and (ii) to provide a Fix or a Workaround for Severity 3 Incidents in the next Maintenance Release.

- For Severity 4 Incidents: CyberSafe will: (i) acknowledge receipt of the reported Incident within one Business Day of the report, and (ii) respond to the Incident at CyberSafe's discretion, based upon CyberSafe's then-current priorities.

3. Licensee Responsibilities:

Licensee will cooperate with CyberSafe in isolating Incidents, for eliminating other factors as potential causes of the problem, and for providing sufficient information and data to allow CyberSafe to readily reproduce all reported Incidents. If CyberSafe believes that a problem reported by Licensee may not be due to an error in the Supported Software, CyberSafe will so notify Licensee.

4. Exclusions:

CyberSafe shall have no obligation to provide Maintenance & Support Services for: (A) altered or damaged Supported Software. (B) problems caused by Licensee's negligence, abuse or misapplication of Supported Software; (C) use of Supported Software other than as specified in CyberSafe's end user documentation; or (D) Supported Software installed on Platforms, Operating Systems or hardware that are not supported by CyberSafe. CyberSafe will update the list of supported Platforms, Operating Systems and hardware as they are certified. This list will be made available upon Licensee's request.

5. Maintenance & Support Fees:

If relevant, on execution of this Agreement or on receipt of a Purchase Order, Licensee shall pay CyberSafe or their Reseller the Maintenance & Support Fee designated on the Purchase Order, and also shown in Exhibit A. Solely in respect to Software licences granted on a perpetual basis: (i) Maintenance & Support Fees for subsequent years are due annually and are payable in advance; and (ii) CyberSafe reserves the right to increase the Maintenance & Support Fee, effective upon renewal, no more than 3% annually. Without limiting other available

remedies available to it, CyberSafe may suspend the Maintenance & Support Services provided under this Schedule in the event that Licensee fails to timely pay any Fees or any other sums required under the Agreement.

6. Term and Termination:

This Schedule is effective on the Effective Date of this Agreement, Solely in respect to Software licences granted on a perpetual basis, shall remain in full force for an initial term of one (1) year from the Effective Date and shall thereafter continue on a year to year basis by issuance of a Purchase Order. unless terminated by either Party with a minimum of ninety (90) days' notice prior to the end of the then current term.

7. Re-instatement of Lapsed Maintenance & Support:

Solely in respect to Software licences granted on a perpetual basis:

(i) If Licensee informs CyberSafe, at least ninety (90) days before the Maintenance & Support is due for renewal, that it does not want to renew the Maintenance & Support at

the end of the term, Licensee understands that they will no longer be entitled to any of the Services described in para 2 (Scope of Maintenance & Support Services).

(ii) If Licensee, at a later date subsequently desires to reinstate the Maintenance & Support, Licensee shall, as a condition of reinstatement, pay to CyberSafe 100% of the value of the Maintenance & Support Fees for the lapsed period. However, if the lapsed period is greater than 12 months, CyberSafe will take the specific circumstances of the re-instatement into consideration and may ask for less than 100% of the fee for the lapsed period.

8. Service Arrangement Only:

THIS SCHEDULE CREATES A SERVICE ARRANGEMENT FOR THE SUPPORTED SOFTWARE AND NOT A WARRANTY.

Agreed by the Parties:

SIGNED for and on behalf of **CyberSafe Limited**

Signed	*TJAlsp*
Name	Tim Alsop
Position	Managing Director
Date	3rd January 2024

SIGNED for and on behalf of **CLARK COUNTY**

Signed	....
Name	Jessica Colvin
Position	Chief Financial Officer
Date	....

APPROVED AS TO FORM:

Steven B. Wolfson, District Attorney

Signed	*Jason Patchett* Jason Patchett (Jan 10, 2024 11:16 PST)
Name	Jason B. Patchett
Position	Deputy District Attorney
Date	Jan 10, 2024

Exhibit A

This exhibit contains the details of all CyberSafe software licenses that have been procured by the Licensee.

	Details	Quantity	Prices	Total Price
1	TrustBroker Adapter **Product Code:** CSTBsapwa **Pricing Method:** Enterprise		**Sales Price:** $256,740.00 **Discount:** 50.00% **Discounted Price:** $128,370.00	$128,370.00
2	Maintenance & Support **Product:** TrustBroker Adapter **Support Level:** Standard **Term:** 12 months		**Sales Price:** $25,674.00	$25,674.00
3	TrustBroker Product Bundle - SAP SNC User Authentication **Product Code:** CSTBbsapsnc **Pricing Method:** SAP User Includes: - TrustBroker Secure Client for Workstations - TrustBroker Secure Client for Servers (AS ABAP)	2,500.00	**Sales Price:** $35.00 **Discount:** 20.00% **Discounted Price:** $28.00	$70,000.00
4	Maintenance & Support **Product:** TrustBroker Product Bundle - SAP SNC User Authentication **Support Level:** Standard **Term:** 12 months		**Sales Price:** $14,000.00	$14,000.00
			Product	$198,370.00
			Maintenance & Support	$39,674.00
			Quote Amount	**$238,044.00**