

LICENSE AGREEMENT

By purchasing and using the Security Operations Center Gantt Chart (“Chart”) provided to you by Montance, LLC (Company), you (“you”, “your”) are agreeing to be bound by the terms of this License Agreement (“Agreement”). You represent you have the legal capacity and authority to accept these legal terms and conditions on behalf of yourself and any party you represent. Certain terms of this Agreement may not apply to your use of the Chart however all applicable terms are nonetheless binding.

1. **GRANT OF RIGHTS.** Subject to the terms of this Agreement and your payment of the applicable license fees (“License Fees”), Company grants you the limited, non-exclusive, worldwide, royalty-free, revocable, non-transferable right and license to use, manipulate, and implement the Chart in connection with your business operations. Your use of the Chart is strictly limited to the use option you have chosen and the applicable License Fees you have paid. Your use of the Chart may either be:
 - a. **Single Use:** Your use will be strictly limited to a single use and implementation of the Chart. Company will have the right to review your use, either on-site or remotely, from time to time, to determine your compliance with the terms of this Agreement. You acknowledge and agree to such use monitoring and enforcement by Company through appropriate means.
 - b. **Unlimited Use:** You may use the Chart an unlimited number of times for an unlimited number of implementations.
2. **OWNERSHIP.** The Chart and all associated materials provided by Company are the solely owned or appropriately licensed property of Company. Company explicitly retains ownership of all intellectual property rights including copyright in the Chart. You may use your own name, logo(s), imprint(s), and any other marking(s) in conjunction with your use of the Chart hereunder, in any format you desire. The Chart is licensed, not sold, to you under the terms of this Agreement. Company does not sell any title, ownership right, or interest in or to the Chart. Any remuneration paid constitutes a license fee for the use of the Chart.
3. **USE.**
 - a. The Chart and all other related materials or content related to the Chart are protected by copyrights, trademarks, service marks, trade secrets, or other proprietary rights and laws. The copying, reproduction, duplication, adaptation, modification, or alteration of the Chart or any portion thereof is expressly prohibited without the prior written consent of Company except as provided for herein. The creation of derivative works from the Chart, or any portion thereof, is expressly prohibited without the prior

written consent of Company.

- b. Neither the Chart nor any part thereof may be rented, leased, sold, assigned, transferred, sub-licensed, or conveyed by you for any purpose. Any attempted rental, lease, sale, assignment, transfer, sublicense, conveyance, gift, or other disposition of the Chart by you in violation of this Agreement is null and void and you will be liable for all damages resulting therefrom.
4. **DELIVERY.** Company will deliver the Chart to you following receipt by Company of your payment and your agreement with this Agreement. The Chart will be delivered in an industry standard format, via email to such email address you provide Company when purchasing. Company will not be liable for any technological malfunction or failure resulting in corruption or loss of the Chart or for material lost or damaged in transmission.
5. **LICENSE FEES.** In consideration of the rights granted herein, you agree to pay to Company the applicable License Fees at the time of the initial purchase hereunder, together with all applicable taxes or other duties or levies. Company warrants that the License Fees are full and complete consideration for the rights to the Chart granted herein. No rights are granted hereunder until Company receives payment in full. If you do not pay all amounts due, all rights granted herein shall terminate. Company may utilize a third party to process payments and you hereby authorize Company to use third parties, and consent to the disclosure of your payment information to such third party.
6. **REPRESENTATION AND WARRANTIES.**
 - a. Company represents and warrants that it owns or controls all rights in and to the Chart being licensed hereunder and that it has the legal right to grant this license and that you will not be required to pay further monies with respect to the rights granted and the exploitation of such rights in this Agreement. Company has the full and unobstructed right to license any materials, including all intellectual property, contained in the Chart to you.
 - b. Company will not do any act or thing or fail to do any act or thing, or knowingly permit or allow any other person or entity to do any act or thing or fail to do any act or thing, which will contradict, counter, or otherwise impair the covenants, purposes, or intentions of this Agreement.
 - c. You may only use the Chart in accordance with this Agreement and for the purpose of exercising your rights hereunder.
 - d. You will not knowingly permit or allow any other person or entity to do any act or thing, or fail to do any act or thing, which will impair Company's interest in and to

the Chart, including without limitation, the copyrights therein.

7. **NO JOINT VENTURE.** Nothing contained herein will be construed to constitute the parties as partners or joint venturers nor deem any party the agent of any other party, nor will any similar relationship be deemed to exist between them.
8. **TERMINATION.** This Agreement will terminate upon the mutual written agreement of the parties or upon written notice by a party for a material breach by the other party of its obligations under this Agreement if not cured within 10 days following the other party's receipt thereof. All provisions which by their nature should survive the termination of this Agreement will so survive. Within 10 days after termination of this Agreement for any reason, you will return to Company the Chart and all related content or materials, or will permanently delete and destroy all the foregoing. Any further use or display of the Chart will be in violation of Company's rights and this Agreement.
9. **ASSIGNMENT.** Company may assign this Agreement and its rights and obligations hereunder to any entity with or into which Company may merge or consolidate, or to which the Company may transfer all or substantially all of its assets or business, if in any such case said entity will by operation of law or expressly in writing assume all obligations of Company hereunder as fully as if it had been originally made a party hereto. You may not assign or transfer this Agreement or any rights or obligations hereunder.
10. **DISCLAIMER OF WARRANTY.** The Chart and all related materials and content is provided "as is", with all faults and without warranty of any kind. Company hereby disclaims all warranties with respect to the Chart either express, implied, or statutory, including but not limited to the implied warranties of merchantability, satisfactory quality, fitness for a particular purpose, accuracy, and non-infringement of third party rights. Company does not warrant, guarantee, or make any representations that the Chart is reliable or accurate, that it will meet your needs or requirements, or that any defects or errors will be corrected. You use the Chart at your own risk. No oral or written communications from Company will create a warranty or in any way increase the scope of this Agreement and you may not rely on any such communications. Some jurisdictions do not allow the exclusion or limitation of certain warranties or consumer rights so some exclusions or limitations may not apply to you but they will apply to the maximum extent permitted by law.
11. **LIMITATION OF LIABILITY.** You hereby agree that Company, its directors, officers, agents, contractors, partners, and employees, will not be liable to you or any third party for any indirect, special, consequential, or incidental damages including but not limited to damages for loss of funds or property, business interruption, loss of business opportunity, or any other hardship, damages, or losses arising out of or related to: the use or inability to use the Chart, however caused; statements or conduct of any third party; or any matter relating to

the use of the Chart; and even if Company has been advised of the possibility of such damages. Some jurisdictions do not allow the exclusion or limitation of certain remedies or damages so some exclusions and limitations may not apply to you.

12. **INDEMNIFICATION.** Each party does hereby and will at all times indemnify and hold harmless the other, its officers, directors, shareholders, agents, successors, and assigns, of and from all claims, liabilities, damages, costs, and expenses (including reasonable attorneys' fees and court costs), by reason of any breach or claim of breach for failure of any of the covenants, agreements, representations, or warranties it has made hereunder. All rights and remedies will be cumulative and will not interfere with or prevent the exercise of any other right or remedy which may be available.

13. **MISCELLANEOUS.** This Agreement constitutes the entire agreement between the parties relating to its subject matter and supersedes all prior or contemporaneous understandings, promises, and undertakings, if any, made orally or in writing by or on behalf of the parties with respect to said subject matter. No modification, amendment, waiver, termination, or discharge of any provision hereof will be binding upon the parties unless confirmed in writing and executed by both parties. If any provision of this Agreement is found to be void, invalid, or unenforceable, such provision will be deemed severed and this Agreement with such provision severed will remain in full force and effect to the extent permitted by law. This Agreement will be interpreted and construed in accordance with the laws of the State of Maryland and of the United States. The parties hereby consent to jurisdiction in the federal and state courts located in Maryland.