

## ION CHANNEL SOFTWARE-AS-A-SERVICE AGREEMENT V1.2

A. Agreement Definitions: “You” and “your” refers to the individual or entity that has ordered Software-as-a-service from Ion Channel, henceforth referred to as “Ion Channel” or an authorized distributor by executing the ordering document that accompanies and incorporates this Ion Channel Software-as-a-service agreement (collectively, the “agreement”). Software-as-a-service consists of system administration, system management, and system monitoring activities that Ion Channel performs for Ion Channel programs, and includes the right to use the Ion Channel programs, support services for such Ion Channel programs, as well as any other services provided by Ion Channel, as defined in the ordering document (collectively, the “services”). The term “program documentation” refers to program documentation as well as any other materials provided by Ion Channel as part of the services. The term “Ion Channel programs” refers to the software products owned or distributed by Ion Channel to which Ion Channel grants you access as part of the services, including program documentation and any program updates provided as part of the services. The term “users” shall mean those individuals authorized by you or on your behalf to use the services, as defined in the ordering document. The term “your data” refers to the data provided by you that resides in your services environment. The term “ordering document” refers to the ordering document signed by the parties that accompanies and incorporates this Software-as-a-service agreement, including the services policies and any other document referenced or incorporated into the ordering document.

B. Applicability of Agreement: This Software-as-a-service agreement is valid for the ordering document which this agreement accompanies.

C. Rights Granted: Upon Ion Channel’s acceptance of your order and for the duration of the services term defined in the ordering document, you have the nonexclusive, non-assignable, royalty free, worldwide limited right to use the services solely for your internal business operations and subject to the terms of the agreement. You may allow your users to use the services for this purpose and you are responsible for your users’ compliance with the agreement. The services are provided as described in, and subject to, the services policies referenced in the ordering document. You acknowledge that Ion Channel has no delivery obligation and will not ship copies of the Ion Channel programs to you as part of the services. You agree that you do not acquire under the agreement any license to use the Ion Channel programs specified in the ordering document in excess of the scope and/or duration of the services. Upon the end of the agreement or the services thereunder, your right to access or use the Ion Channel programs specified in the ordering document and the services shall terminate.

D. Ownership and Restrictions: Ion Channel or its licensors retain all ownership and intellectual property rights to the services and Ion Channel programs. Ion Channel retains all ownership and intellectual property rights to anything developed and delivered under the agreement. Third party technology that may be appropriate or necessary for use with some Ion Channel programs is specified in the program documentation or ordering document as applicable. Your right to use such third party technology is governed by the terms of the third party technology license agreement specified by Ion Channel and not under the agreement. You may not:

- remove or modify any program markings or any notice of Ion Channel's or its licensors' proprietary rights;
- make the programs or materials resulting from the services available in any manner to any third party for use in the third party's business operations (unless such access is expressly permitted for the specific program license or materials from the services you have acquired);
- modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the services (the foregoing prohibition includes but is not limited to review of data structures or similar materials produced by programs), or access or use the services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to Ion Channel; and
- license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the services, Ion Channel programs or materials available, to any third party other than, as expressly permitted under the terms of the agreement.

The rights granted to you under the agreement are also conditioned on the following:

- except as expressly provided herein, no part of the services may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, including but not limited to electronic, mechanical, photocopying, recording, or other means; and
- you agree to make every reasonable effort to prevent unauthorized third parties from accessing the services.

E. Warranties, Disclaimers and Exclusive Remedies: Ion Channel warrants that the services will perform in all material respects in accordance with the services policies referenced in the ordering document. If the services provided to you for any given month during the services term were not performed as warranted, you must provide written notice to Ion Channel as specified in the ordering document no later than five business days after the last day of that particular month or within such other period stated in the ordering document.

ION CHANNEL DOES NOT GUARANTEE THAT THE SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, OR THAT ION CHANNEL WILL CORRECT ALL SERVICES ERRORS. YOU ACKNOWLEDGE THAT ION CHANNEL DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICE MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. ION CHANNEL IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

FOR ANY BREACH OF THE ABOVE WARRANTIES, ION CHANNEL WILL ISSUE A SUBSCRIPTION CREDIT TO YOU CALCULATED AT THREE TIMES MISSED DAYS OF SERVICE FOR THE APPLICABLE SERVICES IN WHICH THE BREACH OF WARRANTY OCCURRED. THE CREDIT WILL BE PROVIDED AS AN EXTENSION OF THE

SERVICES TERM FOR ION CHANNEL SOFTWARE-AS-A-SERVICE, AND THE EXTENSION OF SUCH CREDIT WILL REPRESENT YOUR EXCLUSIVE REMEDY, AND ION CHANNEL'S SOLE LIABILITY, FOR ALL BREACHES OF ANY WARRANTY SPECIFIED IN THE AGREEMENT.

TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS INCLUDING FOR HARDWARE, SYSTEMS, NETWORKS OR ENVIRONMENTS OR FOR MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.

F. Trial Use of the Services: If specified in the ordering document, you may order certain services for trial, nonproduction purposes subject to the terms and conditions of the agreement. Services acquired for trial purposes are provided "as is" and Ion Channel does not offer any warranties for such services.

G. Indemnification: If in the course of using Ion Channel services you upload or otherwise submit proprietary, confidential or protected data in violation of policy, regulation, copyright, patent law or contractual permissions, you hereby indemnify Ion Channel from legal and financial liability for non-allowed use of data that you introduce into the software-as-a-service platform. If your use of Ion Channel services violates security policy or intellectual property rights, you agree that the full cost of remedy, as well as any penalties, fines or legal awards will be borne by you, and that you will indemnify and hold harmless Ion Channel, and assist in its legal defense in any court proceedings arising from illegal or non-allowed data introduced to the platform as a result of your use of the services.

H. Support Services: Support services provided under the agreement are specified in the services policies referenced in the ordering document.

I. End of Agreement: Services provided under this Software-as-a-service agreement shall be provided for the period defined in the ordering document unless earlier terminated in accordance with the agreement. The term of the services and any renewal years are collectively defined as the "services term." At the end of the services term, all rights to access or use the services, including the Ion Channel programs listed in the ordering document, shall end.

If either of us breaches a material term of the agreement and fails to correct the breach within 30 days of written specification of the breach, then the breaching party is in default and the non-breaching party may terminate the applicable ordering document under which the breach occurred. If Ion Channel ends the ordering document as specified in the preceding sentence, you must pay within 30 days all amounts which have accrued prior to such end, as well as all sums remaining unpaid for the services ordered under the agreement plus related taxes and expenses. The nonbreaching party may agree in its sole discretion to extend the 30 day period for so long as the breaching party continues reasonable efforts to cure the breach. You agree that if you are in default under the agreement, you may not use the services ordered.

In addition, Ion Channel may immediately suspend your password, account, and access to or use of the services (i) if you fail to pay Ion Channel as required under the agreement and do not cure within the first ten days of the 30 day cure period, or (ii) if you violate any provision within sections C, D, N or R of this Software-as-a-service agreement. Ion Channel may terminate the services hereunder if any of the foregoing is not cured within 30 days after Ion Channel's initial notice thereof. Any suspension by Ion Channel of the services under this paragraph shall not excuse you from your obligation to make payment(s) under the agreement.

At your request, and for a period of up to 60 days after the termination of the applicable ordering document, Ion Channel may permit you to access the services solely to the extent necessary for you to retrieve a file of your data then in the services environment. You agree and acknowledge that Ion Channel has no obligation to retain your data and that your data may be irretrievably deleted after 60 days following the termination of the ordering document.

Provisions that survive termination or expiration of the agreement are those relating to limitation of liability, infringement indemnity, payment, and others which by their nature are intended to survive.

J. Fees and Taxes: You agree to pay for all services ordered as set forth in the applicable ordering document. All fees due under the agreement are non-cancelable and the sums paid nonrefundable. You agree to pay any sales, value-added or other similar taxes imposed by applicable law that Ion Channel must pay based on the services you ordered, except for taxes based on Ion Channel's income. Fees for services listed in an ordering document are exclusive of taxes and expenses. All amounts invoiced hereunder are due and payable within 30 days of the date of the invoice. You agree that you have not relied on the future availability of any services, programs or updates in entering into the payment obligations in the ordering document; however, the preceding does not relieve Ion Channel of its obligation to deliver services that you have ordered per the terms of the agreement.

K. Nondisclosure: By virtue of the agreement, the parties may have access to information that is confidential to one another ("confidential information"). We each agree to disclose only information that is required for the performance of obligations under the agreement. Confidential information shall be limited to the terms and pricing under the agreement, your data residing in the services environment, and all information clearly identified as confidential at the time of disclosure.

A party's confidential information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party.

We each agree to hold each other's confidential information in confidence for a period of three years from the date of disclosure. Also, we each agree to disclose confidential information only to those employees or agents who are required to protect it against unauthorized disclosure in a

manner no less protective than under the agreement. Nothing shall prevent either party from disclosing the terms or pricing under the agreement in any legal proceeding arising from or in connection with the agreement or from disclosing the confidential information to a governmental entity as required by law.

L. Entire Agreement: You agree that the agreement (including the information which is incorporated into the agreement by written reference (including reference to information contained in a URL or referenced policy), is the complete agreement for the services ordered by you, and that the agreement supersedes all prior or contemporaneous agreements or representations, written or oral, regarding such services. If any term of the agreement is found to be invalid or unenforceable, the remaining provisions will remain effective and such term shall be replaced with a term consistent with the purpose and intent of the agreement. It is expressly agreed that the terms of the agreement, including any Ion Channel ordering document, shall supersede the terms in any purchase order or other non-Ion Channel document and no terms included in any such purchase order or other non-Ion Channel document shall apply to the services ordered. The agreement may not be modified and the rights and restrictions may not be altered or waived except in a writing signed or accepted by authorized representatives of you and of Ion Channel.

M. Limitation of Liability

NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE OR PROFITS (EXCLUDING FEES UNDER THE AGREEMENT), DATA, OR DATA USE. ION CHANNEL'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS SOFTWARE-AS-A-SERVICE AGREEMENT OR YOUR ORDER, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL IN NO EVENT EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNTS ACTUALLY PAID TO ION CHANNEL FOR THE SERVICES UNDER THE ORDER THAT IS THE SUBJECT OF THE CLAIM IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. ANY DAMAGE IN YOUR FAVOR AGAINST ION CHANNEL SHALL BE REDUCED BY ANY REFUND OR CREDIT RECEIVED BY YOU UNDER THE AGREEMENT AND ANY SUCH REFUND AND CREDIT SHALL APPLY TOWARDS THE LIMITATION OF LIABILITY.

N. Export: Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the services or to data and information artifacts resulting from use of the services. You agree that such export control laws govern your use of the services (including technical data) and any services deliverables provided under this agreement, and you agree to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). You agree that no data, information, software programs and/or materials resulting from services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology.

O. Other

1. Ion Channel is an independent contractor and we agree that no partnership, joint venture, or agency relationship exists between us. We each will be responsible for paying our own employees, including employment related taxes and insurance.

2. You shall obtain at your sole expense any rights and consents from third parties necessary for Ion Channel and its subcontractors to perform the services under the agreement.

3. The agreement is governed by the substantive and procedural laws of Virginia and you and Ion Channel agree to submit to the exclusive jurisdiction of, and venue in, the courts in Alexandria or Fairfax counties in any dispute arising out of or relating to the agreement.

4. If you have a dispute with Ion Channel or if you become subject to insolvency or other similar legal proceedings, you will promptly send written notice to:

Selection Pressure (DBA Ion Channel)  
Attention: Chief Operating Officer  
116 East Randolph Avenue  
Alexandria, VA 22301

Ion Channel may give notice applicable to Ion Channel's Software-as-a-service customer base by means of a general notice on the Ion Channel web page for the services, and notices specific to you by electronic mail to your e-mail address on record in Ion Channel's account information or by written communication sent by first class mail or pre-paid post to your address on record in Ion Channel's account information.

5. You may not assign the agreement or give or transfer the services or an interest in them to another individual or entity.

6. Except for actions for nonpayment or breach of Ion Channel's proprietary rights, no action, regardless of form, arising out of or relating to the agreement may be brought by either party more than two years after the cause of action has accrued.

7. Ion Channel may audit your use of the services. You agree to cooperate with Ion Channel's audit and provide reasonable assistance and access to information. Any such audit shall not unreasonably interfere with your normal business operations. You agree to pay within 30 days of written notification any fees applicable to your use of the services in excess of your rights. If you do not pay, Ion Channel can end your services and/or the agreement. You agree that Ion Channel shall not be responsible for any of your costs incurred in cooperating with the audit.

8. The Uniform Computer Information Transactions Act does not apply to this Software-as-a-service agreement or orders placed under it. You understand that Ion Channel's business partners, including any third party firms retained by you to provide computer consulting services, are independent of Ion Channel and are not Ion Channel's agents. Ion Channel is not liable for nor bound by any acts of any such business partner, unless the business partner is providing services as an Ion Channel subcontractor on an engagement ordered under this Software-as-a-service agreement.

P. Force Majeure: Neither of us shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancellation of any export or other license); other event outside the reasonable control of the

obligated party. We both will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 30 days, either of us may cancel unperformed services upon written notice. This section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures or your obligation to pay for the services.

Q. Your Data: You agree to provide any notices and obtain any consents related to your use of the services and Ion Channel's provision of the services, including those related to the collection, use, processing, transfer and disclosure of personal information. You shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and ownership of all of your data.

R. Restrictions on Use of the Services: You agree not to use or permit use of the services, including by uploading, emailing, posting, publishing or otherwise transmitting any material, for any purpose violates U.S. law or the laws in force within your national jurisdiction. In addition to any other rights afforded to Ion Channel under the agreement, Ion Channel reserves the right to remove or disable access to any material that violates the foregoing restrictions. Ion Channel shall have no liability to you in the event that Ion Channel takes such action. You agree to defend and indemnify Ion Channel against any claim arising out of a violation of your obligations under this section.

S. Services Tools: Ion Channel may use tools, scripts, software, and utilities (collectively, the "tools") to monitor and administer the services and to help resolve your Ion Channel service requests. Data collected by the tools may also be used to assist in managing Ion Channel's product and service portfolio and for license management. You agree that except as set forth in the following paragraph, you may not access or use the tools. If Ion Channel provides you with access to or use of any tools in connection with the services, your right to use such tools is governed by the license terms that Ion Channel specifies for such tools; however, if Ion Channel does not specify license terms for such tools, you shall have a non-transferable, non-exclusive, limited right to use such tools solely to facilitate your administration and monitoring of your services environment, subject to the terms of the agreement. Any such tools are provided by Ion Channel on an "as is" basis and Ion Channel does not provide technical support or offer any warranties for such tools. Your right to use such tools will terminate upon the earlier of Ion Channel's notice, the end of the services term, or the date that the license to use such tools ends under the license terms specified for such tools.

T. Statistical Information Ion Channel may compile statistical information related to the performance of the services, and may make such information publicly available, provided that such information does not identify your confidential information or include your company's name. Ion Channel retains all intellectual property rights in such information.

U. Customer Reference You agree (i) that Ion Channel may identify you as a recipient of services and use your logo in sales presentations, marketing materials and press releases, and (ii) to develop a brief customer profile for use by Ion Channel on Ionchannel.io for promotional purposes.