

IRON BOW SAAS TERMS AND CONDITIONS

Please refer to the corresponding Iron Bow Quote into which these Terms and Conditions are incorporated for the subject cloud service offerings, service descriptions, service term, license quantities, and related service details.

Purchase orders must reference the Iron Bow Quote Number. The following terms and conditions apply. Incorporation of Iron Bow's Quote Number in the Customer Purchase Order constitutes acceptance of these Terms and Conditions. Alternatively, an Authorized Approver may sign and return this document as acceptance.

1. The Cisco SaaS Agreement (https://www.cisco.com/c/en/us/about/legal/cloud-and-software/end_user_license_agreement.html) applies to Customer's and all End User's use of the services. By placing an order based upon the Quote into which this document is incorporated (sometimes herein referred to as "this Quote") the Customer agrees to such terms, and may be required to evidence agreement to these terms (e.g. in writing, via click through, etc.) prior to use of the services.
2. The Terms and Conditions associated with each Cisco Service Description identified as applicable in the Iron Bow Quote into which this document is incorporated apply to Customer's and all End User's use of the services. By placing an order based upon this Quote the Customer agrees to such terms and may be required to evidence agreement to these terms (e.g. in writing, via click through, etc.) prior to use of the services.
3. Iron Bow will not be liable to Customer or any third party for any damages for the failure to meet the estimated availability date. If Cisco fails to make Services available within thirty (30) days after Cisco's estimated availability date, then Iron Bow will work with Customer in good faith to seek an appropriate remedy from Cisco pursuant to Cisco's applicable terms and conditions.
4. If Cisco or Iron Bow suspends or terminates the SaaS-based Services to the Customer due to non-payment of the appropriate fees, Iron Bow shall not be liable to Customer or any other party for any claims therefrom related to the suspension or termination.
5. Data Protection:
 - a. By placing an order based upon this Quote, Customer consents to the processing of information about Customer and its staff provided to or otherwise obtained by Iron Bow and/or Cisco in connection with the order or the services ("Data"):
 - i. by Cisco, its affiliates, sub-contractors, and agents both within and outside Europe in connection with processing the Customer's order, delivery, installation, support, and maintenance of Services;
 - ii. by Cisco to incorporate Data into a global database of all Cisco and Cisco affiliate customer information, accessible from any part of the world via web technology to assist Cisco and its affiliates in providing better products and services to all their customers;

- iii. by Cisco and its affiliates both within and outside Europe so that Cisco and its affiliates may use Data to market more effectively Cisco and its affiliate products and services to Iron Bow and Customer in the future; and
 - iv. Cisco or its affiliates in accordance with Cisco's Privacy Statement (located at: <http://www.cisco.com/web/siteassets/legal/privacy.html>, as amended from time to time).
6. Customer understands and acknowledges that by placing an order based upon this Quote that it has provided its consent, and obtained the consent of its staff, to the processing of information about them in accordance with these terms. On Iron Bow's request, Customer shall provide to Iron Bow signed written verification of this consent and a warranty that it has obtained such consents of its staff as required.
7. Cancellation or Termination:
 - a. No Cancellation or Termination of Cisco Cloud Offerings – Commercial Customers. No purchase order issued by any Commercial Customer in response or related to a Quote for any Cisco Cloud Offering(s), once received by Iron Bow, may be cancelled, terminated, or varied, nor may any Cisco Cloud Offering quantities, durations, values or terms be reduced by any Commercial Customer without the prior written approval of the Chief Financial Officer or General Counsel of Iron Bow (which may be granted or withheld in Iron Bow's sole and absolute discretion), except as and to the extent such a cancellation, termination or variation is for Cause, as defined and permitted by Cisco Systems, Inc.'s applicable terms and conditions. Any purchase order issued in response or related to a Quote for any Cisco Cloud Offering(s) shall be for the total contract value, and the Customer shall be obligated to pay for the entire period of performance/term of the Cisco Cloud Offering(s) as quoted, including all option or renewal terms, even in the event that funding is obligated in an amount less than the total contract value. Customer shall ensure that any cancellation, termination, funding, or related terms and conditions contained in, or applicable to, any order are in conformance with the foregoing statements.
 - b. Cancellation or Termination of Cisco Cloud Offerings – SLED Customers. The following provisions apply to all SLED Customers:

The pricing reflected in all Quotes is contingent and based upon the assumption that, under the terms and conditions of any award or purchase order issued in response or related to the Quote, Customer will not be permitted to cancel, terminate, not renew for any renewal or option period, or vary, nor reduce any quantities, durations or terms of any Cisco Cloud Offering(s) without the prior written approval of the Chief Financial Officer or General Counsel of Iron Bow (which approval may be granted or withheld in Iron Bow's sole and absolute discretion), except (x) as and to the extent such a cancellation, termination, non-renewal, or variation is for Cause, as defined and permitted by Cisco Systems, Inc.'s applicable terms and conditions, or (y) to the extent such a cancellation, termination, non-renewal, or variation is due to Non-Appropriation (as defined below). The Quotes are further contingent and based upon the assumption that any purchase order issued in response or related to a Quote for any Cisco Cloud Offering(s) shall be fully funded, and the Customer shall be obligated to pay for the entire period of performance/term of the Cisco Cloud Offering(s) as quoted, including all option or renewal terms, with the sole exception of a termination or non-renewal due to Non-Appropriation (as defined below). In any event of Non-Appropriation,

Customer shall provide Iron Bow at least sixty-five (65) days written notice of the Non-Appropriation event prior to the expiration of the then-current term.

In the event any applicable law, regulation, or mandatory agency policy requires that the terms and conditions of any award or purchase order issued in response or related to a Quote permit Customer to cancel, terminate, not renew for a renewal or option period, vary, or reduce any quantities, durations, or terms of any Cisco Cloud Offering(s) in contravention of the above stated contingencies and assumptions, then the following terms shall apply to the Quote:

- i. The pricing reflected in the Quote shall be subject to change and adjustment by Iron Bow to account for then-current financing rates and charges to address certain obligation risks associated with such termination requirements placed on Iron Bow by the agency/Customer; and
- ii. The following terms must and shall be incorporated into any resulting award or order:
 1. The Customer affirms that the equipment, software, services, and/or solutions described in the Quote (collectively the "Product") will be essential to Customer for the full term (including all option or renewal terms quoted). The Customer may elect to not-renew or terminate the contract in whole but not in part, but only for Non-Appropriation (as defined below) or for Cause (as defined and permitted by Cisco Systems, Inc.'s applicable terms and conditions), or as may otherwise be permitted by applicable Cisco Systems, Inc. terms and conditions.
 2. In the event Customer terminates or fails to renew for any reason, Customer agrees not to replace the Product(s) with functionally similar equipment, software, services, and/or solutions or to revert to the use of any other equipment, software, services, and/or solutions to perform the functions performed by the Product(s) during the total specified contract term, including all option or renewal terms.
 3. In any event of any termination or non-renewal other than for Cause (as defined and permitted by Cisco Systems, Inc.'s applicable terms and conditions), Customer shall provide Iron Bow at least sixty-five (65) days written notice of the termination or non-renewal.
- iii. If software is included in the Quote:
 1. Upon the commencement date of the term, the Customer shall have an encumbered license to use the software for the term. The Customer's encumbered license rights in the software will be subject to the same rights as provided to a purchaser of a license under the terms of this contract except that the Customer will not have an unencumbered, paid-up license for the applicable term in accordance with the applicable Cisco terms and conditions until it has made all payments for the full term.
 2. After the date of expiration, non-renewal or termination of the contract, the Customer shall certify in writing that it has deleted or disabled all files and copies of the software from the devices on which it was installed and is no longer in use by Customer.
- c. Cancellation or Termination of Cisco Cloud Offerings –Government Customers. The following provisions apply to all Government Customers:

The pricing reflected in all Quotes is contingent and based upon the assumption that, under the terms and conditions of any award or purchase order issued in response or related to the Quote, Customer will evidence an intent to be bound for a multi-year period, subject to the availability of funds.

The following terms shall apply to the Quote:

- i. The following terms must and shall be incorporated into any resulting award or order:
 1. The Customer affirms that the equipment, software, services, and/or solutions described in the Quote (collectively the "Product") will be essential to Customer for the full term (including all option or renewal terms quoted). The Customer may elect to not-renew or terminate the contract in whole but not in part.
 2. In the event Customer terminates or fails to renew for any reason, Customer agrees not to replace the Product(s) with functionally similar equipment, software, services, and/or solutions or to revert to the use of any other equipment, software, services, and/or solutions to perform the functions performed by the Product(s) during the total specified contract term, including all option or renewal terms.
 3. In any event of any termination or non-renewal other than for Cause (as defined and permitted by Federal Acquisition Regulations 52.212-4(m)), Customer shall provide Iron Bow at least sixty-five (65) days written notice of the termination or non-renewal.
 4. If the Customer, for any reason, requests a modification to the award or order (including a termination for convenience) that results in a downward revision to the Cisco Subscription Services, the Customer agrees to engage with Iron Bow to determine and (where possible) mitigate the impact of such a revision on Iron Bow, financial or otherwise. Any such reduction will be completed by means of a contract modification.
- ii. If software is included in the Quote:
 1. Upon the commencement date of the term, the Customer shall have an encumbered license to use the software for the term. The Customer's encumbered license rights in the software will be subject to the same rights as provided to a purchaser of a license under the terms of this contract except that the Customer will not have an unencumbered, paid-up license for the applicable term in accordance with the applicable Cisco terms and conditions until it has made all payments for the full term.
 2. After the date of expiration, non-renewal or termination of the contract, the Customer shall certify in writing that it has deleted or disabled all files and copies of the software from the devices on which it was installed and is no longer in use by Customer.
- d. Capitalized terms used in this Section 7 shall have the following meanings:
 - i. "Cisco Cloud Offering" means those services identified as the applicable service descriptions in this Quote.
 - ii. "Commercial Customer" means a business entity that procures or attempts to procure goods or services from Iron Bow.
 - iii. "Government Customer" means any entity or agency of the United States Federal Government, military department, Government corporation, or independent

establishment, the U.S. Postal Service, and any non-appropriated fund instrumentality under the jurisdiction of such Government or instrumentalities thereof, that procures or attempts to procure goods or services from Iron Bow. "Government Customer," as used herein, includes any Prime Contractor procuring or attempting to procure goods or services from Iron Bow for resale to any Government Customer.

- iv. "Non-Appropriation" means (a) sufficient funds were not appropriated and budgeted by the Customer or will not otherwise be available to continue such payments for the product(s) and/or services, and (b) Customer has exhausted all funds legally available for payment of the product(s) and/or services beyond the current annual term period.
- v. "SLED Customer" means any entity or agency of any U.S. State, Territory, Local Government, government corporation, or independent establishment, and any non-appropriated fund instrumentality under the jurisdiction of any such Governments or instrumentalities thereof, that procures or attempts to procure goods or services from Iron Bow. "SLED Customer," as used herein, includes any Prime Contractor procuring or attempting to procure goods or services from Iron Bow for resale to any SLED Customer.
- vi. "Quote" means Iron Bow's quote, proposal, statement of work, or similar final expression of Iron Bow's offer to Customer for the products and/or services.

Customer Acceptance of Iron Bow SaaS Terms and Conditions.

Customer shall incorporate Iron Bow's applicable Quote and these Terms and Conditions into its purchase order. Notwithstanding the foregoing, Customer's purchase of the products and/or services described in Iron Bow's Quote, along with a reference to Iron Bow's Quote, shall act as acceptance of this Agreement, and no further action or acknowledgement is required therefrom. The Parties specifically agree that in cases of ambiguity in the construction of this Agreement there shall be no presumption against either Party as the "drafter" of this Agreement. Unless expressly agreed upon in writing, and signed by Iron Bow's Chief Financial Officer, Director of Contracts, or General Counsel, any and all additional language, terms and/or conditions provided on any order forms or other documents from Customer are hereby preemptively expressly rejected and shall not apply. These Terms and Conditions may not be changed orally; they may only be amended or modified in writing, and any such amendment or modification must be acknowledged in writing by the Party against whom enforcement of any waiver, change, modification or discharge is sought.

Acknowledged and Agreed:

Customer Name: _____

By: _____

Signature

Date

Printed Name

Title