

SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service (SaaS) Agreement (this “Agreement”) is entered into between Subscriber (as defined below) and Federal Contractor Services Network, Inc. d/b/a ICAT Systems (“ICAT”, “We”, “Us”, or “Our”). This Agreement governs Subscriber’s access to and use of ICAT Online. If Subscriber is purchasing or seeking to purchase ICAT’s desktop software, it should refer to the End User License Agreement.

By accepting this agreement as part of an Order, you agree to this Agreement on behalf of the organization, company or legal entity that you represent or for which you are acting (“Subscriber” or “You”). You represent and warrant that you have full legal authority to bind Subscriber to this Agreement and confirm Subscriber’s agreement to be a party to this binding contract. If you do not have the authority to bind Subscriber or do not agree with the terms of this Agreement, you (and Subscriber) are not authorized to access or use ICAT Online.

1. Definitions.

1.1 “Account Administrator” means the Named User designated by the Subscriber with authority to manage Named User’s access, billing, and accounting setting to the Services.

1.2 “Authorized User” means Account Administrator and Named User(s) permitted to access and use the Services under the rights granted to Subscriber.

1.3 “Documentation” means help articles and user guides relating to the Services provided by ICAT to Subscriber and any support resources available at help.icatsystems.com or other link identified by ICAT.

1.4 “ICAT Intellectual Property” means ICAT Online, Documentation, and any and all intellectual property provided to Subscriber or any Authorized User in connection with the Services.

1.5 “ICAT Online” or “Services” means a multi-tenant, cloud-hosted software-as-a-service platform providing accounting workflow automation, reporting, and data synchronization services for businesses that maintain their financial records in Intuit QuickBooks Online. The Services are delivered exclusively via a web browser and documented API (QBO integration) and does not require local installation.

1.6 “Named User” means the Subscriber’s employees, consultants, contractors, agents, or service providers, specifically identified individually as an Authorized User by the Subscriber’s Account Administrator. Named User shall also mean a third party accountant or bookkeeper using ICAT Online on behalf of a client Subscriber (or multiple Subscribers) or acting as a “reseller” to a client Subscriber.

1.7 “Order” means an ordering document or online order that is entered into between ICAT and Subscriber for the Services.

1.8 “Subscriber Data” means information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Subscriber or an Authorized User through the Services.

1.9 “Term” means the subscription term length set forth in the applicable Order.

1.10 “Territory” means United States and its territories.

1.11 “Trial” means free access provided to Subscriber to ICAT Online for a limited period of time solely for the purpose of evaluating the software to determine whether to purchase a full subscription. All terms of this Agreement apply to Subscriber during the Trial.

2. Access and Use.

2.1 Provision of Access. Subject to and conditioned on Subscriber’s payment of all fees and compliance with all other terms and conditions of this Agreement, ICAT hereby grants Subscriber a non-exclusive, non-transferable, non-sublicensable, and revocable license to access and use the Services during the Term, solely for use by Authorized Users in accordance with the terms and conditions herein. Such use is limited to Subscriber’s internal business use.

2.2 Documentation License. Subject to the terms and conditions contained in this Agreement, ICAT hereby grants to Subscriber a non-exclusive, non-transferable, non-sublicensable, and revocable license during the Term to use the Documentation solely for its internal business purposes in connection with its use of the Services.

2.3 Restrictions. Subscriber shall not use the ICAT Intellectual Property for any purposes beyond the scope granted in this Agreement. Subscriber shall not, nor shall you authorize any person or entity to, directly or indirectly: (a) copy, modify, or create derivative works of the ICAT Intellectual Property, in whole or in part; (b) sell, rent, time-share, lease, distribute, redistribute, lend, license, sublicense, assign, publish, transfer, or otherwise make available the ICAT Intellectual Property; (c) scrape, automate, crawl, or data-mine the Services or any Intuit API beyond authorized integration functionality; (d) use the Services to build a competing product or benchmark the Services for publication; (e) host the ICAT Intellectual Property in a multi-tenant environment; (f) use the ICAT Intellectual Property as a service bureau, as a service provider or in an outsourcing environment; (g) reverse engineer, decrypt, decompile, disassemble, re-engineer, decode, adapt, or otherwise attempt to derive or gain access to any software component of the ICAT Intellectual Property, in whole or in part; (h) remove or destroy any copyright or other proprietary notices from the ICAT Intellectual Property; (i) use the ICAT Intellectual Property in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, that violates any applicable law or in

any way in furtherance of criminal, fraudulent, or other unlawful activity; (j) disable or circumvent any access control or related device, process or procedure established with respect to the ICAT Intellectual Property; (k) share login credentials with any person other than Authorized Users; (l) attempt to gain unauthorized access to any portion of the Services or its related infrastructure; or (m) transmit any malicious code, viruses, or other harmful content through the Services.

2.4 Trial. A Trial is available to new Subscribers for the sole purpose of evaluating the Services to determine whether to purchase a full subscription of the Service. The Trial is only valid for a limited time (“Trial Period”) and subject to the terms and limitations of the trial order and all terms provided herein. Each Subscriber is entitled to one (1) Trial Period. Trial access may not be used to circumvent a paid subscription. ICAT reserves the right to revoke a Trial at its sole discretion for any reason. No credit card or payment method is required to activate a Trial. If you choose to convert your Trial to a paid subscription, you will be required to provide payment to convert to a full, paid subscription. Failure to provide payment will result in an end of the Trial, user access, and data retention as set forth in the Data Processing Addendum in Exhibit A.

2.5 Reservation of Rights. ICAT reserves all rights not expressly granted to Subscriber in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Subscriber or any third party any intellectual property rights or other right, title, or interest in or to the ICAT Intellectual Property. Title, ownership, rights, and intellectual property rights in and to ICAT Online shall remain that of ICAT. ICAT Online is protected by copyright and patent laws of the United States and international treaties.

2.6 Suspension. Notwithstanding anything to the contrary in this Agreement, ICAT may temporarily suspend Subscriber’s and any Authorized User’s access to any portion or all of the Services if: (a) ICAT reasonably determines that (i) there is a threat or attack on any of the ICAT Intellectual Property; (ii) Subscriber’s or any Authorized User’s use of the ICAT Intellectual Property disrupts or poses a security risk to the ICAT Intellectual Property or to any other Subscriber or vendor of ICAT; (b) Subscriber, or any Authorized User, is using the ICAT Intellectual Property for fraudulent or illegal activities; (c) subject to applicable law, Subscriber has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (d) ICAT’s provision of the Services to Subscriber or any Authorized User is prohibited by applicable law; or (e) any vendor of ICAT has suspended or terminated ICAT’s access to or use of any third-party services or products required to enable Subscriber to access the Services (any such suspension under this Section is a “Service Suspension”). ICAT shall use commercially reasonable efforts to provide written notice of any Service

Suspension to Subscriber and to provide updates regarding resumption of access to the Services following any Service Suspension. ICAT shall use commercially reasonable efforts to resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. ICAT shall have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Subscriber or any Authorized User may incur as a result of a Service Suspension.

2.7 Beta Features. ICAT may provide Subscriber with access to beta, pilot, or pre-release features or products (“Beta Features”). Beta Features are provided as-is. ICAT reserves the right to modify, change, or discontinue Beta Features at any time with or without notice. By accessing or using Beta Features, Subscriber agrees to any additional terms that may apply to such Beta Features and to follow any and all additional rules or restrictions that ICAT may place on the use of such Beta Features.

2.8 Modifications. ICAT reserves the right to modify, enhance, or discontinue any feature of the Services at any time. For material changes that reduce core functionality, ICAT will provide written notice to Account Administrators.

3. Subscriber Responsibilities.

3.1 General. You hereby warrant and represent that you have obtained all authorization and other applicable consents required empowering you to enter into this Agreement. Subscriber is responsible and liable for all uses of the ICAT Intellectual Property resulting from access provided by Subscriber, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Subscriber is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Subscriber will be deemed a breach of this Agreement by Subscriber. Subscriber shall use reasonable efforts to make all Authorized Users aware of this Agreement’s provisions as applicable to such Authorized User’s use of the ICAT Intellectual Property and shall cause Authorized Users to comply with such provisions.

3.2 To use the Services, Subscriber must authorize an Account Administrator to create a Subscriber account as part of the registration process. To create a Subscriber account, you must: (a) be at least 18 years of age; (b) be a legal entity or an individual acting with authority to bind a legal entity; (c) hold a valid, active QuickBooks Online subscription; and (d) provide accurate and complete registration information. Account Administrator has the authority to manage the Subscriber’s ICAT account, add or remove additional Account Administrators and Named Users, approve purchases, and otherwise act on behalf of Subscriber for purposes relating to the Services and this Agreement.

3.3 Account Administrator may enable Authorized Users to access and use the Services in accordance with the Documentation, limitations of the Subscriber's Order, and restrictions provided herein. Each Authorized User's account is personal to the Authorized User to which it is issued. Account credentials may only be used by the specific user to whom it was assigned. Violation of this restriction constitutes a material breach which allows ICAT to immediately suspend access and/or terminate the Agreement at its sole discretion. Subscriber is responsible for promptly deactivating credentials upon any Authorized User's termination of employment or engagement.

3.4 Subscriber is responsible for providing accurate and complete account information and maintaining the accuracy and completeness of this information throughout the Term.

3.5 Subscriber shall not upload, transmit, or store through the Services any content that: (a) infringes any third-party intellectual property right; (b) contains personal health information (PHI); (c) contains payment card data; or (d) violates any applicable law.

3.6 Subscriber is responsible for maintaining control over its Authorized Users' accounts, including the confidentiality of login credentials, and for all activity that occurs under your account. Subscriber is responsible for immediately notifying ICAT at security@icatsystems.com of any unauthorized access or suspected breach. ICAT will not be responsible for any damages, losses, or liability resulting from unauthorized use of your credentials that arise from your failure to maintain control over your Authorized Users' accounts and their confidentiality.

4. Third-Party Products/Services.

4.1 You understand that the ICAT System may require access to certain third party products and services ("Third Party Services"), including QuickBooks Online service ("QuickBooks Online") through Intuit's published application programming interface ("Intuit API"). By connecting your QuickBooks Online account to ICAT Online, you authorize ICAT to access, retrieve, and process data from your QuickBooks Online account solely as necessary to perform the Services described in your Order. ICAT's access to your QuickBooks Online account is limited to the permissions you explicitly grant during the authorization process. ICAT will not access, read, modify, or transmit any QuickBooks Online data beyond what is required to deliver the Services. ICAT will not use your QuickBooks Online data for any purpose other than performing the Services, including without limitation for advertising, resale, or the benefit of any third party. You may revoke ICAT's access to your QuickBooks Online account at any time through either your QuickBooks Online account settings or the ICAT Online platform settings. Revocation of API access will immediately disable all data

synchronization features of ICAT Online. ICAT shall not be liable for any loss of functionality or data resulting from your revocation of API access.

4.2 Your use of QuickBooks Online is governed exclusively by the agreement between you and Intuit. ICAT is not a party to that agreement and assumes no responsibility for QuickBooks Online's availability, functionality, or data handling practices. You are solely responsible for maintaining a valid QuickBooks Online subscription.

4.3 In order to use the Services that uses or collects data from Third Party Services, you hereby authorize third party service providers, including Intuit, to obtain your data from third parties for use with the Services. Such data may include your financial or personal information with third parties. You represent and warrant that you have the rights and authority to provide such authorizations to the third party service providers and ICAT. Your use and/or access to the Third Party Services shall be limited to those uses and access rights permitted by the third party service provider. You are responsible for reviewing and understanding any such terms and conditions governing such Third Party Services. You understand that ICAT has no control over the Third Party Services and your ability to access and use the Third Party Services may be suspended or terminated at any time, for any reason, at the third party service provider's discretion.

4.4 ICAT represents and warrants that its use of the Intuit API is, and shall remain, in material compliance with Intuit's Developer Program Agreement and all applicable Intuit platform policies. In the event Intuit modifies, suspends, or terminates ICAT's API access for any reason beyond ICAT's reasonable control, such interruption shall be treated as a Force Majeure event as defined herein and ICAT shall not be liable for any resulting service disruption. ICAT shall provide you with prompt written notice of any such interruption and shall use commercially reasonable efforts to restore service or provide a workaround.

4.5 No Guaranteed Outcomes. ICAT Online is a tool designed to assist with DCAA compliance and government contract accounting. ICAT does not warrant that use of the platform will ensure Subscriber's compliance with DCAA regulations, FAR requirements, or any other applicable law or regulation. Subscriber is solely responsible for verifying the accuracy of all outputs and for its compliance obligations. ICAT strongly recommends Subscriber seek qualified counsel for compliance determinations.

4.6 Third Party Beneficiary. You acknowledge that Intuit is a third party beneficiary under this Agreement with rights to enforce the terms of this Agreement.

5. Services Levels and Support.

5.1 ICAT shall use commercially reasonable efforts to make the Services available to the Subscriber, but no express representations or warranties are made regarding specific service levels.

5.2 This Agreement does not entitle Subscriber to any support for the Services. From time to time, ICAT may conduct scheduled or emergency system maintenance during which time the Platform may be inaccessible and unavailable, with or without notice to Subscriber.

6. Fees.

6.1 Subscriber shall pay ICAT the fees as set forth in the Order (“Fees”) without offset or deduction. Fees for the Services are billed on an annual basis at the commencement of the Term. Additional fees for usage, setups, or other special services (including optional add-on services), subject to a separate Order or invoice. All Fees are stated and solely payable in U.S. Dollars and fees paid are non-refundable.

6.2 If the Order renews automatically, ICAT may change the Fees applicable to a renewal by providing Subscriber with written notice of the new fees at least sixty (60) days prior to the end of the then-current Term. Any change in Fees will not apply to the then-current Term.

6.3 Payment. Unless otherwise specified in an Order or this Section, Subscriber will be invoiced for Fees annually in advance, with full payment due prior to the end date of the then-current Order Term. Annual subscriptions renew automatically on the end date of the then-current Term unless Subscriber terminates as provided herein. The Fees will be charged to the payment method on file with ICAT. Subscriber must terminate in one of the following manners: (i) Online Self-Service (Preferred method, which generates automatic confirmation of termination) – Navigate to Account > Manage > Subscription > Cancel Subscription within the ICAT Online application; or (ii) Email Support – a written cancellation request must be submitted from the Email address associated with your account identifying both Subscriber and Account Administrator to support@icatsystems.com at least thirty (30) days prior to the then-current Order Term. To avoid being charged for the next annual renewal, your cancellation must be received and confirmed no later than seven (7) business days prior to the end of the then-current Order Term.

6.4 If Subscriber fails to make any payment when due, without limiting ICAT’s other rights and remedies: (i) ICAT may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law; (ii) Subscriber shall reimburse ICAT for all costs incurred by ICAT in collecting any late payments or interest, including attorneys’ fees, court costs, and collection agency fees; (iii) ICAT may suspend Subscriber’s and its Authorized Users’ access to any portion or all of the Services until such amounts are paid in full; and (iv) ICAT may

terminate the Services and initiate data deletion procedures if fully payment is not made within thirty (30) days of suspension.

6.5 Taxes. All Fees and other amounts payable by Subscriber under this Agreement are exclusive of taxes and similar assessments. Subscriber is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Subscriber hereunder, other than any taxes imposed on ICAT's income.

7. Confidential Information. From time to time during the Term, ICAT may disclose or make available to you information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media, whether or not marked, designated, or otherwise identified as "confidential" (collectively, "Confidential Information"). Confidential Information does not include information that, at the time of disclosure, is: (a) in the public domain; (b) known to you at the time of disclosure; (c) rightfully obtained by you on a non-confidential basis from a third party; or (d) independently developed by you. You shall not disclose the Confidential Information to any person or entity, except to your employees who have a need to know the Confidential Information for you to exercise its rights or perform its obligations hereunder. Notwithstanding the foregoing, you may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that prior to making the disclosure pursuant to the order, you shall first have given written notice to ICAT and made a reasonable effort to obtain a protective order; or (ii) to establish your rights under this Agreement, including to make required court filings. On the expiration or termination of the Agreement, you shall promptly return to the ICAT all copies, whether in written, electronic, or other form or media, of the Confidential Information, or destroy all such copies and certify in writing to ICAT that such Confidential Information has been destroyed. These obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire five years from the date first disclosed to you; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

8. Intellectual Property Ownership.

8.1 ICAT Intellectual Property. Subscriber acknowledges that, as between Subscriber and ICAT, ICAT owns all right, title, and interest, including all intellectual property rights, in and to the ICAT Intellectual Property and, with respect to Third-Party Products, the applicable third-party providers own all right, title, and interest, including all intellectual property rights, in and to the Third-Party Products.

8.2 Subscriber Data. ICAT acknowledges that as between ICAT and Subscriber, Subscriber owns all right, title, and interest, including all intellectual property rights, in and to the Subscriber Data. Subscriber hereby grants to ICAT a non-exclusive, royalty-free, worldwide license to use and store the Subscriber Data and perform all acts with respect to the Subscriber Data as may be necessary for ICAT to provide the Services to Subscriber.

8.3 Feedback. If Subscriber or any of its employees or contractors sends or transmits any communications or materials to ICAT by mail, email, telephone, or otherwise, suggesting or recommending changes to the ICAT Intellectual Property, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like (“Feedback”), ICAT is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback.

9. Data Handling and Security. ICAT will handle all Subscriber Data submitted to it by Subscriber and employ security measures in accordance with its Privacy Policy (current copy is at <https://www.icatsystems.com/privacy>, which may be amended from time to time) and the data security standards set forth in the Data Processing Addendum in Exhibit A.

10. DISCLAIMER OF WARRANTY. THE ICAT INTELLECTUAL PROPERTY, SERVICES, SOFTWARE, AND ANY THIRD PARTY SERVICES AND ANY DATA PROVIDED VIA THE ICAT INTELLECTUAL PROPERTY, SERVICES, SOFTWARE, AND ANY THIRD PARTY SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE.” ICAT, ITS LICENSORS, AND THIRD PARTY SERVICE PROVIDERS MAKE NO WARRANTY, EXPRESS, IMPLIED, OR STATUTORY AND HEREBY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. ICAT, ITS LICENSORS, AND THIRD PARTY SERVICE PROVIDERS SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. ICAT, ITS LICENSORS, AND THIRD PARTY SERVICE PROVIDERS MAKE NO WARRANTY OF ANY KIND THAT THE ICAT INTELLECTUAL PROPERTY, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET SUBSCRIBER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

11. LIMITATION OF LIABILITY. IN NO EVENT SHALL ICAT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON

ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. ANY USE OF THE SOFTWARE, THIRD PARTY SERVICES, AND ANY DATA PROVIDED VIA THE SOFTWARE OR THIRD PARTY SERVICES WILL BE AT YOUR SOLE RISK, AND IF THERE IS ANY LIABILITY IN CONNECTION WITH THE SOFTWARE, INCLUDING LIABILITY ARISING FROM A SECURITY BREACH OR ICAT'S LACK OF COMPLIANCE WITH APPLICABLE LAWS OR REGULATIONS OR DATA PRIVACY PROTECTION, SUCH LIABILITY IS SOLELY WITH ICAT AND NOT ITS LICENSORS OR THIRD PARTY SERVICES PROVIDERS. IN NO EVENT WILL ICAT BE LIABLE FOR ANY CLAIM, WHETHER IN CONTRACT, TORT, OR ANY OTHER THEORY OF LIABILITY, TO EXCEED THE COST OF THE SOFTWARE. THIS LIMITATION SHALL APPLY TO CLAIMS OF PERSONAL INJURY TO THE EXTENT PERMITTED BY LAW.

12. Indemnification. Subscriber shall defend, indemnify, and hold harmless ICAT, its Affiliates, and its and their officers, directors, employees and agents ("ICAT Indemnitees") from and against any claims, actions, suits and proceedings brought against any ICAT Indemnatee arising from or related to (a) your use of the Software, including any data provided via the Software; (b) a security incident involving your system, or the unauthorized use, access or disclosure of confidential or personal information; or (c) your breach of this Agreement. We will provide you with (a) written notice of the claim; (b) all assistance, information and authority reasonably necessary for you to defend the claim (at your expense); and (c) sole control of the defense of such claim and all associated settlement negotiations; provided, however, that you may not settle any claim that does not fully and unconditionally release the ICAT Indemnitees from any and all liability.

13. Term and Termination.

13.1 Term. The term of this Agreement begins on the Subscription Start Date of the first Order and, unless terminated earlier pursuant to this Agreement's express provisions, will continue all Orders hereunder expire.

13.2 Termination. In addition to any other express termination right set forth in this Agreement, ICAT may terminate this Agreement, with no written notice required, if Subscriber: (a) fails to pay any amount when due hereunder; (b) breaches any of its obligations hereunder; (c) breaches any of its confidentiality obligations; (d) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (e) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (f) makes or seeks to make a general assignment for the benefit of its creditors; or (g) applies for or has appointed a receiver, trustee, custodian, or

similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

13.3 Effect of Expiration or Termination. Upon expiration or earlier termination of this Agreement, Subscriber shall immediately discontinue use of the Services and, without limiting Subscriber's confidentiality obligations, Subscriber shall cease using and delete, destroy, or return all copies of the ICAT Intellectual Property and certify in writing to ICAT that the ICAT Intellectual Property has been deleted or destroyed. No expiration or termination will affect Subscriber's obligation to pay all fees that may have become due before such expiration or termination or entitle Subscriber to any refund. Notwithstanding the foregoing, if ICAT permanently discontinues the Services before the end of a paid Subscription Term, ICAT will refund prepaid subscription fees for the unused portion of that term on a pro-rata basis as Subscriber's sole remedy for such discontinuation. Notwithstanding the above terms, Intuit may, upon your request, cease providing your data to ICAT at any time. Provisions related to confidentiality, IP, limitations of liability, indemnification, and dispute resolution shall survive termination. ICAT will permanently and securely destroy all Subscriber Data not including data within logs, account history, and payment in accordance with the Data Processing Addendum.

14. Miscellaneous.

14.1 Survival. The rights and obligations under this Agreement survive any termination or expiration of this Agreement.

14.2 Entire Agreement. This Agreement constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter.

14.3 Amendment and Modification. This Agreement may be amended and/or modified by ICAT from time to time, effective upon posting an updated version of this Agreement at <https://www.icatsystems.com>. Continued use of the Services after the effective date of an update constitutes acceptance of the revised terms.

14.4 Assignment. Subscriber may not assign any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of ICAT. Any purported assignment or delegation in violation of this Section shall be null and void. ICAT may assign this Agreement, and any or all of its rights and duties under this Agreement, without prior notice to you or your consent.

14.5 Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, the Parties agree that such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement

or invalidate or render unenforceable such term or provision in any other jurisdiction.

14.6 Waiver. Failure of ICAT to enforce any terms of this Agreement shall not be deemed or considered a waiver of future enforcement of that or any other term in this Agreement. You agree that no term of this Agreement may be considered waived and no breach excused by ICAT unless made in writing by ICAT. No consent, waiver, or excuse by ICAT, express or implied, constitutes a subsequent consent, waiver or excuse.

14.7 Export. You agree that you will not export or re-export the Software outside of the jurisdiction in which you obtained it without the appropriate United States or foreign government licenses.

14.8 Governing Law. This Agreement is governed by and construed in accordance with the internal laws of the State of West Virginia without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of West Virginia. Any legal suit, action, or proceeding arising out of or related to this Agreement or the licenses granted hereunder shall be instituted exclusively in the federal courts of the United States or the courts of the State of West Virginia. Each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

14.9 Force Majeure. In no event shall ICAT be liable to you, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement, if and to the extent such failure or delay is caused by any circumstances beyond ICAT's reasonable control, including but not limited to acts of God, flood, fire, earthquake, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

Exhibit A

Data Processing Addendum

This Data Processing Addendum (this “DPA”) is subject to the terms of the Software as a Service (SaaS) Agreement (the “Agreement”) entered into between Subscriber (as defined in the Agreement) and Federal Contractor Services Network, Inc. d/b/a ICAT Systems (“ICAT”, “We”, “Us”, or “Our”). This DPA supplements and is incorporated into the Agreement by reference. This DPA is effective as of the effective date of the Agreement.

RECITALS

WHEREAS, ICAT and Subscriber entered into the Agreement under which Subscriber Data is submitted, posted, or otherwise transmitted by or on behalf of Subscriber or an Authorized User through the Services; and,

WHEREAS, to the extent such Subscriber Data includes Personal Information or Controlled Unclassified Information (“CUI”), this DPA sets out the additional terms, requirements, and conditions applicable to ICAT’s Processing of such information in providing the Services;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions and Interpretation

1.1 Except as otherwise defined herein, capitalized terms shall have the meaning provided for such terms in the Agreement.

1.2 As used in this DPA, the terms “You” or “Your” refers to Subscriber.

1.3 The following definitions apply in this DPA.

“**Controlled Unclassified Information**” or “**CUI**” means Subscriber Data that is information the U.S. Government creates or possesses, or that an entity creates or possesses for or on behalf of the U.S. Government, that a law, regulation, or U.S. Government-wide policy requires or permits an agency to handle using safeguarding or dissemination controls, subject to the exceptions provided in 32 CFR § 2002.4.

“**Data Subject**” means an individual who is the subject of the Personal Information and to whom or about whom the Personal Information relates or identifies, directly or indirectly.

“**Personal Information**” means any Subscriber Data that identifies or can be used to reasonably identify an individual and is protected as personal data under applicable state or federal privacy laws.

"Processing, processes, or process" means any action performed on Protected Information such as collection, storage, use, disclosure, retrieval, transfer, or deletion. Processing also includes transferring Protected Information to third parties.

"Protected Information" means, collectively, Personal Information and Controlled Unclassified Information contained in Subscriber Data and Processed in connection with the Services under the Agreement.

"Privacy and Data Protection Requirements" means all applicable federal and state laws and regulations relating to the Processing, protection, or privacy of Protected Information.

"Security Breach" means an event that compromises the confidentiality or security of Protected Information including any event characterized by applicable Privacy and Data Protection Requirements as a "security breach," or "personal data breach" or similar designated terms indicating unauthorized access, acquisition, or disclosure of Protected Information.

"Security Incident" means (i) any event that compromises, or is reasonably likely to compromise, the confidentiality, availability and/or integrity of the Services; (ii) the unauthorized disclosure, acquisition, or access to Subscriber Data; or, (iii) an event characterized by applicable Privacy and Data Protection Requirements as a "security breach," or "personal data breach" or similar designated terms. For clarity, the definition of Security Incident does not include inconsequential incidents that occur on a daily basis, such as scans, pings, or other unsuccessful attempts to penetrate computer networks or servers.

1.4 In the case of conflict between provisions of this DPA and the provisions of the Agreement, the provisions of this DPA shall prevail.

2. Personal Information Processing

2.1 ICAT will Process Personal Information to the extent, and in such a manner, as is necessary to carry out its obligations under the Agreement and for no other purpose outside of the provision of Services and parties' business relationship.

2.2 ICAT will not share Personal Information for cross-context behavioral advertising (targeted advertising).

2.3 ICAT will not sell or otherwise make available Personal Information accessed through the Services to any third party for any use by such third party that does not directly support or facilitate the provision of, access to, or use of the Services.

2.4 Taking into account the nature of ICAT's Processing and the information available to the ICAT, ICAT will provide reasonable assistance and cooperation to Subscriber as Subscriber may reasonably request to comply with its obligations under applicable Privacy and Data Protection Requirements.

3. Data Subject Requests

3.1 ICAT will notify Subscriber within ten (10) working days if it receives a request from a Data Subject to exercise any rights the individual may have regarding their Personal Information under applicable law, such as access, correction, deletion, or to opt-out of or limit certain activities or processing actions.

3.2 ICAT will provide reasonable assistance and cooperation to Subscriber as Subscriber may reasonably request to resolve requests from Data Subjects.

4. Government Contract Obligations

4.1 ICAT acknowledges that if Subscriber is a government contractor, Subscriber may be subject to various federal laws, executive orders, and regulations in connection with the Services. ICAT shall be responsible for compliance with government contractor requirements and FAR flow-down clauses only if such requirements are: (i) specifically identified in this DPA; (ii) applicable to the Services; (iii) required by law to be flowed down to subcontractors; and, (iv) provided to ICAT by Subscriber in writing. ICAT shall have no responsibility for certifications relating to Subscriber's activities, contracts, representations, or compliance obligations as a prime contractor. Subscriber shall promptly notify ICAT in writing of any new or modified government contractor requirements applicable to the Services. To the extent compliance with any such requirement materially increases Company's costs or materially changes the scope of the Services, the parties shall negotiate in good faith an equitable adjustment to the applicable fees.

4.2 ICAT acknowledges that misuse of CUI is subject to penalties established in applicable laws, regulations, or Government-wide policies. ICAT will promptly report Processing of CUI in violation of this DPA to Subscriber.

5. Subscriber Obligations

5.1 Subscriber remains responsible for its compliance obligations under the applicable Privacy and Data Protection Requirements, including providing any required notices and obtaining any required consents necessary for ICAT to Process the Personal Information to provide the Services.

5.2 Subscriber acknowledges and agrees that to the extent you or your Authorized Users use the Services to submit, post, or otherwise transmit Subscriber Data that includes Protected Information, you have complied with all applicable laws and received the proper authority or consent to allow us to process such Protected Information to provide the Services contemplated in the Agreement and consistent with our Privacy Notice.

5.3 Subscriber will not request ICAT to Process Protected Information in any manner that would violate applicable Privacy and Data Protection Requirements if done by Subscriber.

5.4 Subscriber will notify ICAT in writing of any privacy or security obligations required by applicable law or regulation pertaining to ICAT's Processing of Subscriber Data beyond those specified in this DPA prior to submitting, posting, or otherwise transmitting Subscriber Data through the Services.

6. Subcontractors.

6.1 ICAT may authorize and utilize a third party, including an affiliate or other subcontractor, to process Protected Information where such third party provides support or services to ICAT. ICAT will ensure that such third party agrees to safeguard Protected Information to the same extent as ICAT is required to safeguard such information.

7. Security.

7.1 ICAT will implement and maintain reasonable administrative, physical, and technical safeguards designed to prevent unauthorized access to, or unauthorized use or disclosure of, Protected Information.

7.2 When destroying Protected Information, ICAT shall use a methodology to ensure such Protected Information is rendered inaccessible, irretrievable, and unreadable by unauthorized persons.

8. Security Breaches

8.1 Without unreasonable delay, and in no case more than 72 hours from ICAT's discovery, ICAT will notify Subscriber of a Security Breach of which it becomes aware.

8.2 ICAT will reasonably cooperate with Subscriber's requests for assistance and information to permit Subscriber's compliance with applicable notice to Data Subjects, regulators, law enforcement agencies, or others, as required by law or regulation.

8.3 To the extent practicable, ICAT will mitigate harmful effects of a Security Breach, including reasonable measures necessary to prevent a similar Security Breach from recurring.

9. Term and Termination. This DPA will remain in full force and effect so long as the Agreement remains in effect; or for so long as ICAT retains any Subscriber Protected Information related to the Agreement in its possession (the "**Term**").

10. Data Return and Destruction

10.1 On termination of the Agreement for any reason or expiration of its term, ICAT will destroy Protected Information in its possession, if any, except for information retained in an archive, which will be securely destroyed in the ordinary course of business. Subscriber will need to access QuickBooks to obtain access to any Protected Information entered into QuickBooks.

10.2 ICAT may retain configuration data and information related to the provision of Services for 365 days past termination or so long as needed for ICAT to exercise its rights and obligations under the Agreement.

11. Records. ICAT will maintain documentation sufficient to establish its compliance with the obligations under this DPA and comply with Subscriber's reasonable requests to confirm such compliance.

12. Amendment. Any amendments to this DPA must be agreed to in a written amendment signed by the parties.