

Platform Access Acknowledgment

Pop-Up Text for Platform Entry

The following text shall be displayed to every user upon entering the ICDC Platform. The user must click “I Acknowledge and Accept” to proceed.

ICDC Platform — Terms of Access

By accessing or using the Intelligence Community Data Consortium (ICDC) Platform, you acknowledge and accept the following: This Platform is operated by 10x National Security Inc. (10xNatSec) as the sole consortium manager of ICDC. All data available through this Platform (“Vendor Data”) is the property of the applicable vendor and is provided on an “as-is” basis as to data quality, without warranty of any kind. You are granted Government Purpose Rights in Vendor Data, which permit use, modification, reproduction, and disclosure within the U.S. Government and to Government support contractors for Government purposes only. Government Purpose Rights do not permit commercial use, public disclosure, or transfer of ownership. You shall not reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code, algorithms, data structures, or proprietary methodologies of the Platform or any Vendor Data, data products, data services, or vendor platforms accessible through the Platform. You shall not introduce harmful code or use the Platform for any unauthorized purpose. You agree to comply with all applicable laws, the End User License Agreement (Attachment 1), and the Platform Agreement. No Vendor Data may be accessed unless the applicable Government Customer has satisfied its payment obligations under an active purchase order. No indemnification obligation is imposed upon the U.S. Federal Government or any Government Customer; financial obligations are limited to fees set forth in the applicable order form and are subject to the availability of appropriated funds. 10xNatSec and any vendor within disclaims all liability for decisions made based on data or output obtained through this Platform. Your continued use constitutes ongoing acceptance of these terms. The full Platform Agreement can be viewed [here](#).

Implementation note: The above text shall be rendered as a modal pop-up dialog that blocks access to the Platform until the user clicks “I Acknowledge and Accept.” The acceptance event shall be logged by the Platform for audit and compliance purposes. The pop-up shall appear: (a) upon each user’s first session access to the Platform (daily); (b) after any material update to the Platform Agreement or MDVA; and (c) at such other intervals as 10xNatSec determines appropriate (e.g., annually).

Platform Agreement

Attachment 2 | Version 2.1 | Terms of Access

THIS PLATFORM AGREEMENT (this “**Agreement**”) governs access to and use of the Intelligence Community Data Consortium (“ICDC”) Platform.

ACCEPTANCE BY USE. By accessing or using the Platform, each user (“User”) acknowledges and agrees to comply with the terms of this Agreement. No signature is required; access constitutes acknowledgment as of the date of first use (the “Effective Date”). This acknowledgment constitutes a user-level acceptance of obligations established under the applicable governing agreements and does not create independent contractual obligations on behalf of the User’s organization or the United States Government. Users who do not agree must not access the Platform. Users accepting on behalf of an organization represent they will comply with the terms applicable to their role. 10xNatSec logs all acceptance events for audit purposes.

WHEREAS, 10xNatSec serves as the sole consortium manager of ICDC, providing a marketplace platform (the “Platform”) through which Government Customers purchase Vendor Data and Vendors manage their data offerings.

1. Integration. The Government Customers will be provisioned with accounts, which are only fully accessible upon the Government Customer’s acceptance of this Agreement. Upon acceptance, 10xNatSec will (a) provide the Government Customer access to the 10xNatSec API and related documentation, for the sole purpose of enabling the Government Customer’s access to Vendor Data in accordance with this Agreement and the MDVA, and (b) use commercially reasonable efforts to integrate the 10xNatSec API into the Government Customer’s systems.

2. Vendor Data and Data Rights.

2.1 Ownership. All Vendor Data is and remains the sole and exclusive property of the applicable Vendor (MDVA Section 5). 10xNatSec is not responsible for the accuracy or completeness of Vendor Data. Vendor Data is provided on an “as-is” basis as to data quality (MDVA Section 7.4). The as-is warranty does not extend to IT performance, availability, or uptime of the Platform, which are governed by the Service Level Agreement (MDVA Schedule C).

2.2 Government Purpose Rights. The Government Customer is granted Government Purpose Rights in Vendor Data and Output obtained through the Platform, as defined in MDVA Section 4.3. Government Purpose Rights means the right to use, modify, reproduce, release, perform, display, and disclose Vendor Data and Output within the Government and to Government support contractors, for Government purposes only. Government purposes include any activity in which the Government is a party, including competitive procurement, but do not include the right to use, modify, reproduce, release, perform, display, or disclose Vendor Data or Output for commercial purposes or to authorize others to do so. Government Purpose Rights include, but are not limited to: (a) incorporating Vendor Data into government reports, briefings, assessments, analyses, and publications; (b) combining Vendor Data with other data sources to create derivative analyses for government use; (c) sharing Vendor Data and

derivative works across government agencies for government purposes; and (d) citing and referencing Vendor Data without attribution restrictions that would compromise operational security. Government Purpose Rights do not transfer ownership of Vendor Data.

2.3 Restrictions. The Government Customer shall comply with: (i) all restrictions pursuant to Applicable Law; (ii) Vendor Data Limits; (iii) the Government Purpose Rights framework (MDVA Section 4.3); and (iv) this Agreement. Government Purpose Rights do not grant the right to disclose Vendor Data to the public or to commercial entities for non-governmental purposes.

3. Downstream Users. A Government Customer may authorize Downstream Users (MDVA Section 1.6) to access Vendor Data, provided that: (a) the Government Customer has satisfied its payment obligations under an active purchase order; (b) Downstream Users and their scope of access are enumerated in the applicable Order Form and disclosed to the Vendor; (c) the Government Customer remains responsible for its Downstream Users' acts and omissions; and (d) each Downstream User accepts the EULA (Attachment 1) prior to first access. No access without satisfaction of MDVA Section 2A.4 (No Free Riding).

4. Restrictions on Use. The Government Customer shall not (and shall not authorize any third party to): (i) allow anyone other than Authorized Users to use the Platform; (ii) reverse engineer, decompile, or disassemble the Platform; (iii) modify, adapt, or translate the Platform; (iv) copy the Platform except as permitted; (v) resell, distribute, or sublicense the Platform; (vi) remove proprietary markings; (vii) use the Platform in violation of Applicable Law or to build a competitive product; (viii) use the Platform for the benefit of a third party via service bureau or similar activity; or (ix) circumvent security measures.

5. Data Protection and Government Customer Data Handling Obligations.

5.1 Security Safeguards. The Parties will employ commercially reasonable safeguards to secure Vendor Data. The Government Customer shall limit access to those with a specific need and shall not process Vendor Data in any manner that violates this Agreement, Vendor Data Limits, or Applicable Law.

5.2 Independent Controller Obligations. For purposes of Applicable Data Protection Laws (DPA, Attachment 3), the Government Customer shall act as an independent Controller for its own processing of Personal Data. The Government Customer shall: (a) comply with all Applicable Data Protection Laws; (b) implement appropriate security measures; (c) restrict onward disclosure; and (d) cooperate with 10xNatSec on Data Subject Rights requests.

5.3 Security Breach Notification. Within seventy-two (72) hours of discovering any unauthorized access, disclosure, or use of Vendor Data, the Government Customer may notify 10xNatSec and affected Vendor(s) and may investigate, mitigate, remediate, and report on the incident.

6. End User License Agreement. Each Authorized User and Downstream User shall accept the EULA (Attachment 1) prior to first access. The Government Customer shall ensure all personnel accessing or interacting within the Platform have accepted the EULA.

7. Financial Terms. All payments are due as set forth in the applicable Purchase Order and administered exclusively by 10xNatSec (MDVA Section 10). The Government Customer's financial obligations are limited to the costs identified in the applicable Purchase Order and are subject to the appropriated funds identified through the data access and purchase request processes.

8. Confidentiality; Intellectual Property. Each Party will maintain the confidentiality of non-public information and will not use or disclose it except in connection with this Agreement. 10xNatSec retains all IP rights to the Platform. The Government Customer's rights in Vendor Data are limited to Government Purpose Rights (Section 2.2, MDVA Section 4.3).

9. Term. This Agreement is effective as of the date of the Government Customer's first access to the Platform following acceptance and continues for the period specified in the applicable Order Form. Each subscription period shall have specific funding and ending dates. This Agreement shall not automatically renew. Any continuation of access beyond the expiration of a Subscription Term requires a new Order Form with identified funding and a defined term.

10. Termination. Either Party may terminate upon thirty (30) business days' written notice for uncured material breach. Upon termination, 10xNatSec will disable access. Surviving provisions: Sections 2, 4, 5, 7, 8, 11, 12, 13, 14, and 15.

11. Disclaimers. THE PLATFORM, THE 10XNATSEC API, AND ALL VENDOR DATA ARE PROVIDED "AS IS" AND "AS AVAILABLE." THE AS-IS WARRANTY PERTAINS SOLELY TO DATA QUALITY AND DOES NOT EXTEND TO IT PERFORMANCE (GOVERNED BY THE SLA, MDVA SCHEDULE C). EACH PARTY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NEITHER 10XNATSEC NOR ANY VENDOR IS RESPONSIBLE FOR DECISIONS MADE BASED ON PLATFORM OUTPUT.

12. Liability. EXCEPT FOR FRAUD, WILLFUL MISCONDUCT, OR BREACH OF SECTIONS 2, 4, OR 5: (I) NEITHER PARTY WILL BE LIABLE FOR INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, INDIRECT, OR CONSEQUENTIAL DAMAGES; AND (II) 10XNATSEC'S AGGREGATE LIABILITY WILL NOT EXCEED FEES PAID DURING THE TWELVE (12) MONTHS PRECEDING THE CLAIM.

13. Indemnification; Sovereign Immunity.

13.1 No Indemnification. No Party shall have any obligation to indemnify, defend, or hold harmless any other Party under this Agreement. Each Party bears sole responsibility for its own acts, omissions, breaches, and legal obligations arising out of its performance under this Agreement.

13.2 Sovereign Immunity. Nothing in this Agreement constitutes a waiver of the sovereign immunity of the United States or any agency thereof. Consistent with MDVA Section 9.4, no term of this Agreement shall be interpreted to subject the U.S. Federal Government or any Government Customer to liability beyond that which is expressly authorized by applicable federal law.

14. Feedback and Usage Reporting. At the Government’s discretion, qualitative feedback of data and product usage may be provided to Vendors, subject to applicable public release procedures (MDVA Section 4.6). The Government Customer shall cooperate with reasonable usage information requests. For the avoidance of doubt, no feedback or usage information provided under this Section shall be used by any Vendor to imply, suggest, or state endorsement by the U.S. Federal Government or any Government Customer (MDVA Section 4.6(e)). Vendors are required to provide 10xNatSec with at least fifteen (15) business days’ written notice before making any substantive changes to licensing terms, pricing, or service levels applicable to Vendor Data or Vendor products made available through the Platform (MDVA Section 3.7).

15. Dispute Resolution.

15.1 10xNatSec and Vendor/User Disputes. Governed by the laws of the State of Delaware. All actions shall be brought exclusively in Delaware state or federal courts. Each Party consents to jurisdiction and venue and waives objections thereto. 10xNatSec is the initial point of contact for all disputes (MDVA Section 12.3).

15.2 Claims Against the USG. Any action against the United States Government shall be filed under the Federal Tort Claims Act. To the extent permitted by US federal law, the prevailing party may seek recovery of costs and reasonable attorneys' fees.

15.3 No Arbitration Against the USG. No dispute against the USG shall be submitted to binding arbitration. All such disputes shall be resolved through the FTCA or judicial proceedings.

15.4 USG Jurisdiction. Claims against the USG shall be governed by US Federal law and brought exclusively in United States federal courts in the District of Columbia. Vendor consents to personal jurisdiction and waives venue objections.

— No signature required —

This Agreement is effective upon the Government Customer’s first access to the Platform following acceptance of the Platform Access Acknowledgment. 10xNatSec shall maintain a log of all acceptance events for audit and compliance purposes.