



Contract Holder

GENERAL SERVICES ADMINISTRATION

Federal Supply Service

Authorized Federal Supply Schedule Price List

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage!®, a menu-driven database system. The INTERNET address GSA Advantage!® is: [GSAAdvantage.gov](http://GSAAdvantage.gov).

Multiple Award Schedule

FSC Group: Information Technology

Subcategory: IT Hardware, Software, Services, Training, Solutions and Electronic Commerce

FSC Class: DG10, 7010, DB02, D399, J070, 7030, D305, U012

Contract number: GS-35F-0858N

Contract period: August 12, 2018 to August 11, 2023

Government Marketing & Procurement, LLC

13350 Ranch Road 12,

Wimberley, TX 78676-5075

703-349-2990,

703-995-0321Fax

<http://www.gmpgov.com>

[gsa@gmpgov.com](mailto:gsa@gmpgov.com)

Business size: Small, Service-Disabled Veteran Owned Small Business

For more information on ordering from Federal Supply Schedules go to the GSA Schedules page at [GSA.gov](http://GSA.gov).

Price list current as of Modification 0429 effective 07/27/2021

Prices Shown Herein are Net (discount deducted)



**Table of Contents**

***CUSTOMER INFORMATION* ..... 3**

***SIN 511210 Software License* ..... 7**

***SIN 611420 IT Training* ..... 11**

***SIN 54151ECOM Electronic Commerce and Subscription Services* ..... 13**

***SIN 54151S LABOR CATEGORY RATES*..... 14**

***LABOR CATEGORY DESCRIPTIONS* ..... 15**

***EULAs or Terms of Services (TOS) agreements*..... 17**

***Agile Access Control, Inc.*.....18**

***FleetCommander End User License Agreement (EULA)* .....18**

**AIRA TERMS AND CONDITIONS OF SALE .....21**

**BLOCKDRIVE .....25**

**CSI End User Subscription Agreement.....32**

**DocPanel End User License Agreement .....46**

**Ensocare End User License Agreement.....56**

**FORMIO TERMS AND CONDITIONS .....70**

**Geoslam End User License Agreement.....74**

**Globestar (Connexall) End User License Agreement .....79**

**MapsPeople End User License Agreement .....83**

**End User License Agreement for Vocera Solutions Territory: United States..... 101**

**Webair End User License Agreement ..... 104**

**X1 End User License Agreement..... 106**

CUSTOMER INFORMATION

1a. Table of awarded special item number(s) with appropriate cross-reference to item descriptions and awarded price(s).

Large Category	Subcategory	SIN	SIN Title
Information Technology	Electronic Commerce	54151ECOM	Electronic Commerce and Subscription Services
Information Technology	IT Hardware	33411	Purchasing of new electronic equipment
Information Technology	IT Hardware	811212	Maintenance of Equipment, Repair Services and/or Repair/Spare Parts
Information Technology	IT Services	54151S	Information Technology Professional Services
Information Technology	IT Software	54151	Software Maintenance Services
Information Technology	IT Software	511210	Software Licenses
Information Technology	IT Solutions	518210C	Cloud and Cloud-Related IT Professional Services
Information Technology	IT Training	611420	Information Technology Training
Miscellaneous	Complementary SINs	OLM	Order Level Materials

1b. Identification of the lowest priced model number and lowest unit price for that model for each special item number awarded in the contract. This price is the Government price based on a unit of one, exclusive of any quantity/dollar volume, prompt payment, or any other concession affecting price. Those contracts that have unit prices based on the geographic location of the customer, should show the range of the lowest price, and cite the areas to which the prices apply. See Page 4

1c. If the Contractor is proposing hourly rates, a description of all corresponding commercial job titles, experience, functional responsibility and education for those types of employees or subcontractors who will perform services shall be provided. If hourly rates are not applicable, indicate “Not applicable” for this item. See Page 4

2. Maximum order:



SIN	Maximum Order Limit (MoL)
54151ECOM	\$500,000.00
33411	\$500,000.00
811212	\$500,000.00
54151S	\$500,000.00
54151	\$500,000.00
511210	\$500,000.00
518210C	\$500,000.00
611420	\$250,000.00
OLM	\$250,000.00

3. Minimum order: \$100 except SIN 33411 which is \$25.00

4. Geographic coverage (delivery area). Domestic

5. Point(s) of production (city, county, and State or foreign country). Wimberley, TX (Hays County)

6. Discount from list prices or statement of net price. Government Net Prices (discounts already deducted.)

7. Quantity discounts. None

8. Prompt payment terms. Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions. Net 30 days

9. Foreign items (list items by country of origin). Not Applicable

10a. Time of delivery. 30 days ARO

10b. Expedited Delivery. Items available for expedited delivery are noted in this price list. Contact Contractor

10c. Overnight and 2-day delivery. Contact Contractor

10d. Urgent Requirements. Contact Contractor

11. F.O.B. point(s). Destination

12a. Ordering address(es).

Government Marketing & Procurement, LLC  
13350 Ranch Road 12  
Wimberley, TX 78676-5075



12b. Ordering procedures: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3.

13. Payment address(es).

Government Marketing & Procurement, LLC  
13350 Ranch Road 12  
Wimberley, TX 78676-5075

14. Warranty provision. Standard Commercial Warranty Terms & Conditions

15. Export packing charges, if applicable. Not Applicable

16. Terms and conditions of rental, maintenance, and repair (if applicable). Not Applicable

17. Terms and conditions of installation (if applicable). Not Applicable

18a. Terms and conditions of repair parts indicating date of parts price lists and any discounts from list prices (if applicable). Not Applicable

18b. Terms and conditions for any other services (if applicable). See Price list

19. List of service and distribution points (if applicable). Not Applicable

20. List of participating dealers (if applicable). Not Applicable

21. Preventive maintenance (if applicable). Not Applicable

22a. Special attributes such as environmental attributes (e.g., recycled content, energy efficiency, and/or reduced pollutants). Not Applicable

22b. If applicable, indicate that Section 508 compliance information is available on Electronic and Information Technology (EIT) supplies and services and show where full details can be found (e.g. contractor's website or other location.) The EIT standards can be found at:  
[www.Section508.gov/](http://www.Section508.gov/).

[www.gmpgov.com/508](http://www.gmpgov.com/508)

23. Unique Entity Identifier (UEI) number. DUNS 123922788; SAM UEI number E3W3M92ASRQ5

24. Notification regarding registration in System for Award Management (SAM) database. Contractor registered and active in SAM



Contract Holder



INFORMATION TECHNOLOGY CATEGORY  
SOFTWARE SUBCATEGORY  
SIN 511210 Software License

1) Technical Support: Without additional charge to the ordering activity, shall provide a hot line technical support number for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available shall be available during specified hours.

a) At the task or delivery order level, provide a telephone number and hours of operation for technical support hotline; indicate applicable time zone for the hours of operation— i.e., Eastern time, Central, Mountain or Pacific time.

AiraTechCorp- The Contractor, without additional charge to the ordering activity, shall provide a hot line. Our Aira agents are available from 4am to 10pm Pacific Time, 7 days a week support number 800-835-1934 for the purpose of providing user assistance and guidance in the implementation of the software. Software maintenance, upgrades, updates and bug fixes are pushed electronically from Aira to the End User to maintain the most current application and operating system. End User is required to download these updates to maintain optimal use of the product.

AgileAccessControl,Inc without additional charge to the ordering activity, shall provide a hot line technical support number (866) 539-2668 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 8:30 a.m. EST to 5:30 p.m. EST Monday through Friday or send an email to [fcsupport@agilefleet.com](mailto:fcsupport@agilefleet.com).

BanyanMedicalSystems,LLC - The Contractor, without additional charge to the ordering activity, shall provide a hot line. Live technical support is available from 6 am to 6 pm Central Time, Monday through Friday by calling 877-628-2579 for the purpose of providing user assistance and guidance in the implementation of the software. Technical Support inquires after hours and on weekends will be captured and forwarded to technical support the next business day.

Blockdrive - without additional charge to the ordering activity, shall provide a hot line technical support number 888- 996- BLOC for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available 24 hours a day/sevendays a week.

CorTechs Labs, Inc The Contractor, without additional charge to the ordering

activity, shall provide a hot line technical support number 858-459-9700 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 10 am to 6 pm, Pacific time.

Computing System Innovations, without additional charge to the ordering activity, shall provide a hot line technical support number 407-598-1866 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from Monday through Friday from 9 AM to 5 PM, EST or [support@csisoft.com](mailto:support@csisoft.com).

Ensocare without additional charge to the ordering activity, shall provide a hot line technical support number 877.852.8006 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 9 AM to 5 PM, Mountain Time.

Ephesoft.Inc The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number 949-335-5335 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 9 am to 5pm, Pacific time.

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number 781-973-0110(Sophosonly) for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 24 hours a day. 24/7 technical support is included in all licenses. There are no restrictions on the number of times customers can call Sophos support.

IdealPrivilegesLLCdbaEddy - The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number 214.550.2883 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 8am to 6pm Central Standard Time, Monday through Friday.

GlobeStar Enterprises, Inc Connexall products without additional charge to the ordering activity, shall provide a hot line technical support number 1-866-556-3377 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available 24 hours a day, 7 days a week, 365 day sa year.

MapsPeople - The Contractor, without additional charge to the ordering activity, shall provide a hot line. Live technical support is available from 3 am to 11 am Central Time, Monday through Friday by calling 512-656-5274 for the purpose of providing user assistance and guidance in the implementation of the software. Technical Support inquires after hours and on weekends will be captured and forwarded to technical support the next business day.



Rational Surgical Solutions, LLC - The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number 855-249-1826 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 24/7/365.

Secunia - The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number +45 70 20 51 44 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 09:00 AM to 17:00 CET.

SecTeer- The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number + 4 5 7 0 7 0 7 7 5 9 for the purpose of providing user assistance and guidance in the implementation of the software. Denmark. [Contact@SecTeer.com](mailto:Contact@SecTeer.com)

SophosSoftware: The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number [781-973-0110\(Sophos\)](tel:781-973-0110) for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 24 hours a day. 24/7 technical support is included in all licenses. There are no restrictions on the number of times customers can call Sophos support.

Qgenda, LLC - The Contractor, without additional charge to the ordering activity, shall provide a hot line. Our agents are available from 9 am to 6 pm EST, 5 days a week support number 855-399-9945 x2 for the purpose of providing user assistance and guidance in the implementation of the software.

HighGear - without additional charge to the ordering activity, shall provide a hot line technical support number 866.640.2633 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 9 AM to 5 PM, EST.

Vocera Communications, Inc The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number 800- 473-3971 for the purpose of providing user assistance and guidance in the implementation of the software. The two types of Support Offerings are Standard and Premier. The Support Offering End User purchased will determine the service level provided. End User may change End User's Support Offering the next time End User purchases either a renewal term or more user licenses.



Contract Holder



INFORMATION TECHNOLOGY CATEGORY  
TRAINING SUBCATEGORY  
SIN 611420 IT Training

Mfg	Mfg #	SIN	Description	GSA
CorTechs Labs, Inc	NQ-TOT	611420	Discussion and hands-on training on general principles of NeuroQuant operations, including example processing of test case MRIs. Course length: 2 hours. Desirable prerequisites - familiarity with brain imaging methods, PACS operations, MRI scanner operations. Mix-Max Students: 1-4. Taught at end- user location.	\$23,037.48
CorTechs Labs, Inc	NQ- ACT	611420	Lecture and discussion on clinical and research applications of volumetric measures made from Neuro MRI scans. Course Length: 4 hours. Desirable prerequisites - familiarity with brain imaging methods and neuropsychology or neurology. Mix-Max Students: 4-20. Taught at end-user location or online.	\$17,278.11
VOCERA COMMUNICATIONS, INC	CLASSROOM TRAINING (800-01716)	611420	Classroom Training (800-01716)	\$3,445.65



VOCERA COMMUNICATIONS, INC	HALF-DAY INSTRUCTOR-LED DISTANCE LEARNING	611420	Half-day Instructor-led Distance Learning (800-01200)	\$473.78
VOCERA COMMUNICATIONS, INC	FULL-DAY INSTRUCTOR-LED DISTANCE LEARNING	611420	Full-day Instructor-led Distance Learning (800-01715)	\$631.74



Contract Holder

INFORMATION TECHNOLOGY CATEGORY  
ELECTRONIC COMMERCE SUBCATEGORY  
SIN 54151ECOM Electronic Commerce and Subscription Services

- a. Acceptance Testing: Acceptance testing shall be performed of the systems for ordering activity approval in accordance with the approved test procedures. Management and operations pricing shall be provided on a uniform basis. All management and operations requirements for which pricing elements are not specified shall be provided as part of the basic service..
  - b. Normal commercial installation, operation, maintenance, and engineering interface training on the system shall be provided.
  - c. Monthly summary report may be provided to the Ordering Activity in accordance with commercial practice.
2. If an electronic commerce service plan is offered the following must be stated as an attachment to the GSA Price List (I-FSS-600 CONTRACT PRICE LISTS (OCT 2016):
  3. All services shall be billed in arrears in accordance with 31 U.S.C. 3324.



SIN 54151S LABOR CATEGORY RATES

SIN	Supplier	Labor Category Title	GSA rate w/ IFF
54151S	GOVERNMENT MARKETING & PROCUREMENT,	CLINICAL SYSTEMS ARCHITECT	\$250.61
54151S	GOVERNMENT MARKETING & PROCUREMENT,	EXPERT IMAGING ENGINEER	\$198.25
54151S	VOCERA COMMUNICATIONS, INC	TELECOM IMPLEMENTATION ENGINEER	\$237.27
54151S	GOVERNMENT MARKETING & PROCUREMENT,LLC	Subject Matter Expert (SME)	\$161.41
54151S	GOVERNMENT MARKETING & PROCUREMENT,	Service (Help) Desk Analyst; 2,501+ users	\$10,888.37
54151S	GOVERNMENT MARKETING & PROCUREMENT,	Service (Help) Desk Analyst; 1-1000 Users	\$5,444.19
54151S	GOVERNMENT MARKETING & PROCUREMENT,	Service (Help) Desk Analyst - 101-250 calls, per month	\$32.02
54151S	GOVERNMENT MARKETING & PROCUREMENT,	Service (Help) Desk Analyst, 1,001-2,500 users	\$8,166.28
54151S	GOVERNMENT MARKETING & PROCUREMENT,	Service (Help) Desk Analyst - 1-100 calls, per month	\$34.16

Service Contract Labor Standards: The Service Contract Labor Standards (SCLS), formerly known as the Service Contract Act (SCA), is applicable to this contract as it applies to the entire Multiple Award Schedule (MAS) and all services provided. While no specific labor categories have been identified as being subject to SCLS/SCA due to exemptions for professional employees (FAR 22.1101, 22.1102 and 29 CRF 541.300), this contract still maintains the provisions and protections for SCLS/SCA eligible labor categories. If and / or when the contractor adds SCLS/SCA labor categories to the contract through the modification process, the contractor must inform the Contracting Officer and establish a SCLS/SCA matrix identifying the GSA labor category titles, the occupational code, SCLS/SCA labor category titles and the applicable WD number. Failure to do so may result in cancellation of the contract.

LABOR CATEGORY DESCRIPTIONS

SIN	Supplier	Labor Category Title	Labor Category Description	Min Ed	Min Exp
54151S	GMP	Expert Imaging Engineer	<p>Provided expertise in designing and implementing complex imaging and document mgt solutions integrated with DSS's JPAS Case mgt system. Experience in content systems projects involving integration's of Line of Business systems and repositories and/or user network applications on distributed systems. Technically competent in network security requirements, standards and protocols, ADS, security, WANs, reliability and maintainability, safety, test and evaluation, quality assurance, databases, and design integration engineering.</p> <p>Minimum Experience: Five years of progressive experience in the field of information technology. Must have at least five years of experience in providing technical leadership to information security projects</p> <p>Minimum Education: BS Degree or an Associates Degree and an additional two-years experience.</p>	Bachelors	5
54151S	GMP	Subject Matter Expert (SME)	<p>Subject Matter Experts (SMEs) provide technical and functional expertise as it relates to IT projects. SMEs review comprehensive functional or technical documentation related to the scope of the project. SMEs provide oversight and direction based on detailed knowledge of the functional and technical area that assists with the projects success. The SME researches and proposes solutions to meet customer requirements based on lessons learned and prior experience with similar technical environments. Understand the impact of proposed solution and demonstrates how those solutions address customer problems.</p> <p>Minimum Experience: Subject Matter Experts (SMEs) have ten (10) years of experience supporting large information technology (IT) projects related to the individuals subject matter expertise. These personnel are considered experts in either functional (financial IT systems, accounting IT systems, supply chain management IT systems, etc) or technical (network engineering, database administration, security, etc.) domains</p>	Bachelors	10

SIN	Supplier	Labor Category Title	Labor Category Description	Min Ed	Min Exp
54151S	GMP	Clinical Systems Architect	Provides expertise in designing and implementing complex communications solutions. Experience in network systems projects involving integration's of LANs and WANs and/or user network applications on distributed systems conforming with or supporting IEEE 802 standards. Technically competent in network security requirements, DOD standards protocols, LANs, WANs, reliability and maintainability, safety, test and evaluation, quality assurance, network topology, secure data communications, design integration engineering	Bachelors	10
54151S	Vocera	Telecom Implementation Engineer	Guides users in formulating requirements, analyzes wireless network and recommends improvements, designs and builds databases and workflow, installs and configures software, integrates with PBX systems, develops and executes test plans, provides technical knowledge transfer. Six (6) years of technical experience which applies to wireless systems analysis and design techniques for complex computer systems. Requires competence in all phases of systems implementation techniques, concepts and methods; also requires knowledge of available hardware, system software, input/output devices, structure and management practices	Bachelors	6
54151S	GMP	Service (Help) Desk Analyst	Performs Client Set-up and Implementation. Serves as liaison between client, project manager (may be the project manager in some cases), and Service Desk manager to create processes and documentation to begin accepting interactions from the client. Assists with creation of the integrated voice response (IVR) script, communicates processes for approval, gathers documentation from the client to develop processes, leads meetings to discuss project implementation status. Service MUST be purchased along with (1) Client Analysis and Assessment and (2) Help Desk Services. Bachelor's Degree in Business or Economics, Project Management training (PMI certification desirable), ITIL Foundation V3 Certification, 2 years minimum experience in service (Help) desk management or as liaison to service desk. 5 years of relevant experience required.	Bachelors	5





Contract Holder

EULAs or Terms of Services (TOS) agreements



**Agile Access Control, Inc.**  
**FleetCommander End User License Agreement (EULA)**

**IMPORTANT -- READ CAREFULLY: IF YOU DO NOT AGREE TO THE TERMS OF THIS LICENSE, DO NOT INSTALL, COPY, DOWNLOAD, ACCESS OR USE THE SOFTWARE, AND PROMPTLY RETURN IT (IF APPLICABLE) TO YOUR PLACE OF PURCHASE FOR A FULL REFUND.**

The software and documentation accompanying this License ("Software") are licensed, not sold, to you by Agile Access Control, Inc. ("Agile") for FleetCommander ("Software") use only under the terms of this License, and Agile reserves any rights not expressly granted to you. The rights granted are limited to Agile's and its licensors' intellectual property rights in the Software and do not include any other patents or intellectual property rights. You own the media on which the Software is recorded or fixed, but Agile and its licensors retain ownership of the Software itself.

If you received a trial version of the Software for your limited evaluation, it is programmed to cease functioning on a certain date, and Section 5 below is modified so that the trial version of the Software is provided "AS IS" and without warranty of any kind. The other terms below apply to both the trial and full versions of the Software. Upon expiration of the trial Software, unless you have paid for the full or upgrade version of the Software you must immediately discontinue use of any databases produced by the trial Software.

**1. License.**

(a) General License. You may install and use only one copy of the Software on a single computer at a time. You are only licensed to use one version of the Software on one platform at a time, except as provided in Section 1(b). You may not use or run more than one instance of the Software from the same operating system (e.g., using virtualization or other technologies) at the same time.

(b) Backup Rights. You may make one copy of the Software in machine readable form solely for backup purposes. As an express condition of this License, you must reproduce on each copy any copyright notice and other proprietary notices that are on the original copy supplied by Agile.

(c) Alternative License Grant for Storage/Network Use. As an alternative to the rights granted in Section 1(a), you may store or install the Software on one storage device (e.g., a network server or terminal server) and allow individuals within your business or entity to access and use the Software over an internal private network, provided that you acquire and dedicate a license for each separate client or computer on which the Software is used or installed from the storage device. The Software may not be shared or used concurrently on different clients or computers.

(d) Upgrades & Updates. If the Software is licensed as an upgrade or update, then you may only use the Software to replace a validly licensed version of the same software. You agree that the upgrade or update does not constitute the granting of a second license to the Software (i.e., you may not use the upgrade or update in addition to the software it is replacing, nor may you transfer the software which is being replaced to a third party).

**2. Restrictions.**

(a) Other Limitations. YOU MAY NOT REVERSE ENGINEER, DECOMPILE OR DISASSEMBLE THE SOFTWARE, EXCEPT AND ONLY TO THE EXTENT EXPRESSLY PERMITTED BY APPLICABLE LAW. YOU MAY NOT MODIFY, ADAPT, TRANSLATE, RENT, LEASE, LOAN OR CREATE DERIVATIVE WORKS BASED UPON THE SOFTWARE OR ANY PART THEREOF.



(b) Transfer Restriction. YOU MAY NOT TRANSFER OR ASSIGN YOUR RIGHTS UNDER THIS LICENSE TO ANOTHER PARTY WITHOUT AGILE'S PRIOR WRITTEN CONSENT.

3. Termination. This License is effective until terminated. This License will terminate if you fail to comply with any provision of this License, provided that Agile submits a claim to your contracting officer and you are allowed to continue using the Software during the pendency of the claim. Upon such termination you must destroy the Software, all accompanying written materials and all copies thereof, and Sections 5, 6, and 8 will survive any termination or cancellation of this License.

4. Export Law Assurances. You may not use or otherwise export or re-export the Software except as authorized by United States law and the laws of the jurisdiction in which the Software was obtained. In particular, but without limitation, the Software may not be exported or re-exported (a) into any U.S. embargoed countries, or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Denied Person's List or Entity List. By using the Software you represent and warrant that you are not located in, under control of, or a national or resident of any such country or on any such list. You also agree that you will not use the Software for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture or production of nuclear, chemical or biological weapons.

5. Limited Warranty. Agile warrants for a period of ninety (90) days from your date of purchase that the Software as provided by Agile will perform substantially in accordance with the accompanying documentation. Agile's entire liability and your sole and exclusive remedy for any breach of the foregoing limited warranty will be, at Agile's option, replacement of the Software, refund of the purchase price or repair or replacement of the Software which is returned to Agile or an Agile authorized representative with a copy of the receipt.

THIS LIMITED WARRANTY IS THE ONLY WARRANTY PROVIDED BY AGILE AND AGILE AND ITS LICENSORS EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, CONDITIONS OR OTHER TERMS, EITHER EXPRESS OR IMPLIED (WHETHER COLLATERALLY, BY STATUTE OR OTHERWISE), INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES, CONDITIONS OR OTHER TERMS OF MERCHANTABILITY, SATISFACTORY QUALITY AND/OR FITNESS FOR A PARTICULAR PURPOSE WITH REGARD TO THE SOFTWARE AND ACCOMPANYING WRITTEN MATERIALS. FURTHERMORE, THERE IS NO WARRANTY AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE SOFTWARE OR AGAINST INFRINGEMENT OF THIRD PARTY PROPRIETARY RIGHTS BY THE SOFTWARE. AGILE DOES NOT WARRANT THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT DEFECTS IN THE SOFTWARE WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY AGILE OR AN AGILE AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES, CONDITIONS OR OTHER TERMS THE ABOVE LIMITATION MAY NOT APPLY TO YOU. THE TERMS OF THIS DISCLAIMER AND THE LIMITED WARRANTY UNDER THIS SECTION 5 DO NOT AFFECT OR PREJUDICE THE STATUTORY RIGHTS OF A CONSUMER ACQUIRING THE SOFTWARE OTHERWISE THAN IN THE COURSE OF A BUSINESS, NEITHER DO THEY LIMIT OR EXCLUDE ANY LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY AGILE'S NEGLIGENCE.

6. Exclusion and Limitation of Remedies and Damages.

(a) Exclusion. IN NO EVENT WILL AGILE, ITS PARENT, SUBSIDIARIES, OR ANY OF ITS LICENSORS, DIRECTORS, OFFICERS, EMPLOYEES OR AFFILIATES OF ANY OF THE FOREGOING BE LIABLE TO YOU FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES WHATSOEVER (INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION AND THE LIKE) OR DIRECT LOSS OF BUSINESS, BUSINESS PROFITS OR REVENUE, WHETHER



FORESEEABLE OR UNFORESEEABLE, ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE OR ACCOMPANYING WRITTEN MATERIALS, REGARDLESS OF THE BASIS OF THE CLAIM (WHETHER UNDER CONTRACT, NEGLIGENCE OR OTHER TORT OR UNDER STATUTE OR OTHERWISE HOWSOEVER ARISING) AND EVEN IF AGILE OR A AGILE REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

(b) Limitation. AGILE'S TOTAL LIABILITY TO YOU FOR DAMAGES FOR ANY CAUSE WHATSOEVER NOT EXCLUDED BY SECTION 6(a) ABOVE HOWSOEVER CAUSED (WHETHER IN CONTRACT, NEGLIGENCE OR OTHER TORT, UNDER STATUTE OR OTHERWISE HOWSOEVER ARISING) WILL BE LIMITED TO THE GREATER OF U.S.\$5.00 OR THE MONEY PAID FOR THE SOFTWARE THAT CAUSED THE DAMAGES. THE PARTIES AGREE THAT THIS LIMITATION OF REMEDIES AND DAMAGES PROVISION SHALL BE ENFORCED INDEPENDENTLY OF AND SURVIVE THE FAILURE OF ESSENTIAL PURPOSE OF ANY WARRANTY REMEDY. THIS LIMITATION WILL NOT APPLY IN CASE OF DEATH OR PERSONAL INJURY CAUSED BY AGILE'S NEGLIGENCE ONLY WHERE AND TO THE EXTENT THAT APPLICABLE LAW REQUIRES SUCH LIABILITY. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE LIMITATION OF LIABILITY IN THIS SECTION 6 MAY NOT APPLY TO YOU. NOTHING IN THIS LICENSE AFFECTS OR PREJUDICES THE STATUTORY RIGHTS OF A CONSUMER ACQUIRING THE SOFTWARE OTHERWISE THAN IN THE COURSE OF A BUSINESS. This clause shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Agreement under any federal fraud statute, including the False Claims Act, 31 U.S.C. §§ 3729-3733.

7. Consent to Use of Data. You agree that Agile and its subsidiaries may collect, maintain, process and use diagnostic, technical and related information, including but not limited to technical information about your computer, system and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other services to you (if any) related to the Agile Software and to verify compliance with the terms of this License. Agile may use this information, as long as it is in a form that does not personally identify you, to improve our products or to provide services or technologies to you.

8. General. This License shall be governed by the Federal laws of the United States. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods (1980), as amended, is specifically excluded from application to this License. This License constitutes the entire agreement between the parties with respect to the Software licensed under these terms, and it supersedes all prior or contemporaneous agreement, arrangement and understanding regarding such subject matter namely the licensing of the Software. You acknowledge and agree that you have not relied on any representations made by Agile, however, nothing in this License shall limit or exclude liability for any representation made fraudulently. No amendment to or modification of this License will be binding unless in writing and signed by Agile. If any provision of this License shall be held by a court of competent jurisdiction to be contrary to law, that provision will be enforced to the maximum extent permissible, and the remaining provisions of this License will remain in full force and effect. No failure or delay by Agile in exercising its rights or remedies shall operate as a waiver unless made by specific written notice. No single or partial exercise of any right or remedy of Agile shall operate as a waiver or preclude any other or further exercise of that or any other right or remedy. All Software provided to the U.S. Government pursuant to solicitations issued on or after December 1, 1995 is provided with the commercial license rights and restrictions described in this License. All Software provided to the U.S. Government pursuant to solicitations issued prior to December 1, 1995 is provided with RESTRICTED RIGHTS as provided for in FAR, 48 CFR 52.227-14 (JUNE 1987) or DFAR, 48 CFR 252-227-7013 (OCT 1988), as applicable.

9. Third Party Acknowledgements. Portions of the Software utilize or include third party software and other copyrighted material. Acknowledgements, licensing terms and disclaimers for such material are contained in the "online" electronic documentation for the Software, or may otherwise accompany such material, and your use of such material is governed by their respective terms.



## AIRA TERMS AND CONDITIONS OF SALE

These Terms and Conditions of Sale (“Terms and Conditions”) are entered into as of \_\_\_\_\_ (“Effective Date”) by and between AIRA TECH CORP. (“Seller”) and the Ordering Activity under GSA Schedule 70 contracts (“Buyer” or “Ordering Activity”), and governs the sale of the hardware (“Hardware”) and services (the “Services,” and together with the Hardware, the “Products”) described in any Order (defined below) attached hereto. These Terms and Conditions together with all Orders shall be referred to as the “Agreement.” By submitting an Order, Buyer agrees that such Order will be governed by, and Buyer shall fully comply with, these Terms and Conditions.

Orders: Buyer shall submit a purchase order or similar document to order Products (each, an “Order”). To the extent permitted by Seller, Orders also may be submitted electronically in a form approved by Seller, as such form may be amended from time to time. All Orders placed by Buyer are subject to acceptance by Seller. Acceptance of an Order by Seller occurs when Seller provides written acknowledgement of such Order to Buyer or Seller commences performance. All Orders must identify the Products, unit quantities, part numbers, and applicable prices of the Products being purchased. In the event of any conflict between an Order and these Terms and Conditions, the Order shall prevail.

Prices: The price of the Products shall be as set forth on Seller’s Price Schedule in accordance with the GSA Schedule 70 Pricelist, attached hereto as Schedule A.

Shipping Costs and Taxes: Seller shall state separately on invoices taxes excluded from the fees, and the Buyer agrees either to pay the amount of the taxes (based on the current value of the equipment) or provide evidence necessary to sustain an exemption, in accordance with FAR 52.229-1 and FAR 52.229-3.

Payment: Payment may be made by such means as the parties may agree, and unless otherwise agreed to by the parties, terms of payment shall be net thirty (30) days from the date the invoice is received by Seller. On any past due invoice, unpaid amounts shall accrue interest at a rate governed by the Prompt Payment Act (31 USC 3901 et seq) and Treasury regulations at 5 CFR 1315, from the due date until paid. If Buyer fails to make any payment when it is due, Seller reserves the right to submit a claim to the contracting officer under the Contract Disputes Act and Seller shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer.

Delivery and Title: All deliveries will be made FOB Shipping Point. Seller’s delivery dates are estimates only and excusable delays shall be governed by FAR 52.212-4(f), nor shall the carrier be deemed an agent of Seller. A delayed delivery of any part of an Order does not entitle Buyer to cancel other deliveries.

Confidentiality: All non-public, confidential, or proprietary information of Seller, including but not limited to specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, Buyer lists, pricing (excluding the pricing terms of this Agreement and the Order), discounts or rebates, that Seller discloses to Buyer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and regardless of whether marked, designated, or otherwise identified as “confidential,” in connection with each Agreement is confidential, solely for the use of performing each Agreement, and may not be disclosed or copied unless authorized in advance by Seller in writing. Notwithstanding anything in this Agreement to the contrary, the Ordering Activity may retain such non-public, confidential or proprietary information as required by law, regulation, or its bona fide document retention procedures for legal, regulatory, or compliance purposes; provided however, that such retained information will continue to be the subject to the confidentiality obligations of this Agreement. Upon Seller’s request, Buyer shall promptly return all documents and other materials received from Seller. This Section 6 does not apply to information that is: (a) in the public domain; (b) known to Buyer prior to the time of disclosure; or (c) rightfully obtained by Buyer on a non-confidential basis from a third party. Seller recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which requires that certain information be released, despite being characterized as “confidential” by the vendor.

### Intellectual Property Rights:

As used in this Agreement, “Intellectual Property Rights” means all industrial and other intellectual property rights comprising or relating to: (i) patents; (ii) trademarks; (iii) internet domain names registered by any authorized private registrar or governmental authority, web addresses, web pages, websites, and URLs; (iv) works of authorship, expressions, designs, and design registrations, whether or not copyrightable, including copyrights and copyrightable works, software, and firmware, application programming interfaces, architecture, files, records, schematics, data, data files, and databases and other specifications and documentation; (v) trade secrets; (vi)



semiconductor chips, mask works, and the like; and (vii) all industrial and other intellectual property rights, and all rights, interests, and protections that are associated with, equivalent or similar to, or required for the exercise of, any of the foregoing, however arising, in each case whether registered or unregistered and including all registrations and applications for, and renewals or extensions of, such rights or forms of protection pursuant to the Laws of any jurisdiction throughout in any part of the world.

Buyer acknowledges and agrees that any and all Intellectual Property Rights owned by or licensed to Seller are ("Seller IP") is the sole and exclusive property of Seller or its licensors, and Buyer shall not acquire any ownership interest in any Seller IP under this Agreement. Any goodwill derived from the use by Buyer of Seller IP inures to the benefit of Seller or its licensors, as the case may be. If Buyer acquires any Intellectual Property Rights in any Products, by operation of Law, or otherwise, such rights are deemed and are hereby irrevocably assigned to Seller or its licensors, as the case may be, without further action by either of the parties.

Buyer shall not:

take any action that might interfere with any of Seller's rights in or to Seller IP, including Seller's ownership or exercise thereof;

challenge any right, title, or interest of Seller in or to Seller IP;

make any claim or take any action adverse to Seller's ownership of Seller IP; or

alter, obscure or remove any of Seller's trademarks, or trademark or copyright notices or any other proprietary rights notices placed on the Hardware, marketing materials or other materials that Seller may provide.

Compliance: Each party shall comply with all applicable laws, regulations, and ordinances. Without limiting the foregoing, in no event shall Buyer take any action(s) contrary to the export and import laws and regulations in effect as of the date of shipment of the Products of any country involved in the transactions contemplated by an Agreement.

Warranty:

Seller warrants that Buyer will acquire good and clear title to the Hardware, free and clear of all liens and encumbrances. Seller further warrants that the Hardware shall be free from defects in material or workmanship for a period of sixty (60) days after the date of delivery. Seller shall repair, or shall cause to be repaired all Hardware subject to warranty. Buyer shall not return any Hardware to Seller or to its Hardware suppliers without the prior written consent and instruction of Seller or its suppliers. It is the Buyer's responsibility to return defective Hardware to Seller or its Hardware suppliers at Seller's expense. In the event of a breach of warranty, the U.S. Government reserves all rights and remedies under the contract, the Federal Acquisition Regulations, and the Contract Disputes Act, 41 U.S.C. 7101 et seq. The above warranty is contingent upon proper use of the Hardware and does not cover Hardware which has been modified without Seller's approval, or which has been subjected to unusual physical or electrical stress, or on which the original identification marks have been removed or altered.

THE ABOVE IS A LIMITED WARRANTY AND IT IS THE ONLY WARRANTY MADE BY Seller. SELLER GIVES NO OTHER WARRANTY WITH RESPECT TO THE PRODUCTS. EXCEPT AS EXPRESSLY STATED HEREIN, ALL EXPRESS AND IMPLIED WARRANTIES (WHETHER STATUTORY OR OTHERWISE) ARE EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW, AND SELLER DISCLAIMS ALL SUCH WARRANTIES, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, USAGE OF TRADE, TITLE, OR NON-INFRINGEMENT. This Agreement does not limit or disclaim any of the warranties specified in the GSA Schedule 70 contract under FAR 52.212-4(o).

Limitation of Liabilities: UNDER NO CIRCUMSTANCES WILL SELLER BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OF ANY KIND. BUYER'S RECOVERY FROM SELLER FOR ANY CLAIM ARISING OUT OF ANY AGREEMENT SHALL NOT EXCEED THE PURCHASE PRICE PAID BY BUYER FOR THE AFFECTED PRODUCTS, IRRESPECTIVE OF THE NATURE OF THE CLAIM, WHETHER IN CONTRACT, TORT, WARRANTY, OR OTHERWISE. The foregoing limitation of liability shall not apply to (1) personal injury or death resulting from Licensor's negligence; (2) for fraud; (3) for any other matter for which liability cannot be excluded by law; or (4) express remedies provided under any FAR, GSAR or Schedule 70 solicitation clauses incorporated into the GSA Schedule 70 contract.

Reserved: .

Force Majeure: Excusable delays shall be governed by FAR 52.212-4(f).

Technical Assistance or Advice: If technical assistance or advice with respect to Products are offered or given to Buyer, such assistance or advice is given free of charge and only as an accommodation to Buyer. Seller shall not be



held liable for the content or Buyer's use of such technical assistance or advice nor shall any statement made by any of Seller's representatives in connection with the Products constitute a representation or warranty.

General:

The Federal laws of the United States will exclusively govern any dispute between Seller and Buyer in connection with any Agreement.

Buyer or Seller may not assign its rights and obligations under this Agreement without the prior written consent of the other party.

Each party is acting as an independent contractor with respect to each Agreement. No Agreement shall constitute, give rise or effect to, or otherwise create or establish, any agency, employee-employer relationship, joint venture, pooling arrangement, partnership, or formal business organization of any kind.

Each Agreement, together with the underlying GSA Schedule 70 Contract, Schedule 70 Pricelist, and any Purchase Order(s), is the complete and exclusive agreement between the parties with respect to the purchase of the applicable Products.

Any provision of an Agreement that is invalid or unenforceable in any situation or jurisdiction shall not affect the validity or enforceability of the remaining provisions of such Agreement or the validity or enforceability of the offending provisions in any other situation or jurisdiction.

No Agreement may be modified or altered except by a written instrument duly executed by each party.

The waiver by a party of a breach of any provision of an Agreement shall not operate or be construed as a waiver of any subsequent breach, nor shall the failure to enforce any provision of an Agreement be deemed a waiver of future enforcement of that or of any other provision.

No Agreement grants to Buyer the exclusive right to purchase Products, and Seller expressly reserves all rights to sell Products to, or otherwise enter into arrangements with, third party Buyers in its sole discretion.

These Terms and Conditions may be executed in more than one counterpart, all of which, when taken together, will be deemed to be one original, and a PDF copy of a signature set forth on any such counterpart will have the same force and effect as an original.

Signature Page Follows.

IN WITNESS WHEREOF, the parties hereto have caused these Terms and Conditions to be executed and delivered as of the date first above written.

SELLER:  
AIRA TECH CORP.

BUYER:  
[BUYER NAME]

By: \_\_\_\_\_  
Name: \_\_  
Title: \_\_\_\_

By: \_\_\_\_\_  
Name: \_\_  
Title: \_\_\_\_

Date: \_\_\_\_

Date: \_\_\_\_

Address for legal notices:

Address for legal notices:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_

SCHEDULE A  
PRICE SCHEDULE

The following terms and conditions are incorporated into the Agreement. Capitalized words not defined in this Schedule A shall have the meaning ascribed to such words in the Agreement.

AIRA HARDWARE



Contract Holder

[INSERT DESCRIPTION OF HARDWARE, FINAL AGREED PRICING AND ANY SPECIAL TERMS HERE  
(i.e. modified initial term in exchange for discount pricing, etc.)]

AIRA SERVICE FEES

[INSERT FINAL AGREED PRICING AND ANY SPECIAL TERMS HERE (i.e. modified initial term in exchange  
for discount pricing, etc.)]

ADDITIONAL TERMS

[INSERT ANY ADDITIONAL APPLICABLE TERMS.]





## BLOCKDRIVE

### Terms & Conditions

The terms “BLOCKDRIVE” or “Us” or “We” or “Our” refer to BLOCKDRIVE LLC, the owner of the Site. The term “You” or “Your” or “Ordering Activity” refers to the undersigned Ordering Activity under GSA Schedule contracts.

#### 1. Acceptance of Agreement.

READ THIS: By both parties executing this Agreement in writing for Our website (the “Site”), or any of Our software, services, products or Content (collectively, the “Services”), You agree that You have read, understand and agree to comply with and be bound by this Terms and Conditions of Use Agreement (“Agreement”). Please review the following terms carefully. If You do not agree to these Agreement terms, You should not use this Site. This Agreement, together with the underlying GSA Schedule Contract, Schedule Pricelist, Purchase Order(s), constitutes the entire and only agreement between Us and You, and supersedes all prior or contemporaneous agreements, representations, warranties and understandings with respect to the Site, the Services provided by or through the Site, and the subject matter of this Agreement. When You use any of Our Services You will also be subject to the guidelines, terms and agreements applicable to that Service if agreed to in writing by a duly warranted contracting officer.

#### 2. Copyright of Content.

The content, organization, graphics, design, compilation, information, magnetic translation, digital conversion, Documents (as defined below), remarks, suggestions, ideas, and all other information or materials of any kind or nature, and all other matters (collectively, “Content”) in, on, or related to the Site are protected under applicable copyright, trademark and other proprietary (including but not limited to intellectual property) rights. The copying, redistribution, use or publication by You of any such Content or of any part of the Site, except as allowed by Section 4 below, is strictly prohibited. You do not acquire ownership or license rights to any Content viewed through the Site. The posting or uploading of Content on the Site does not constitute a waiver of any right in such Content.

3. Marks. “BLOCKDRIVE”, BlockDrive and Get in the Chain.” and others are service marks or registered service marks or trademarks. Other product and company names mentioned on the Site may be trademarks or service marks of their respective owners.

#### 4. Limited License; Permitted Uses.

You may use this Site only for purposes expressly permitted by this Agreement. As a condition of Your use of the Site, You warrant to Us that You will not use the Site for any purpose that is unlawful, immoral, or otherwise prohibited by this Agreement. You are granted a non-exclusive, non-transferable, revocable license (a) to access and use the Site strictly in accordance with this Agreement and applicable law; (b) to use the Site solely for internal, and non-commercial purposes; (c) to print out discrete information from the Site solely for internal, and non-commercial purposes and provided that You maintain all copyright contained therein; and (d) to use the sample and actual forms, checklists, business documents and legal documents on the Site (collectively, “Documents”), only for Your one-time use for non-commercial purposes, without any right to re-license, sublicense, distribute, assign or transfer such license (the “License”). You must not post, upload or link to anything that advertises any commercial endeavor (e.g., offering for sale any products or services) or otherwise engage in any commercial activity (e.g., conducting raffles or contests, displaying sponsorship banners), or solicit funds, advertisers, and/or sponsors for any purpose.

#### 5. Restrictions and Prohibitions on Use.

Your License for access and use of the Site and any Services are subject to the following restrictions and prohibitions on use: You may not (a) modify, copy, print (except for the express limited purpose permitted by

Section 4 above), publish, republish, display, distribute, transmit, sell, rent, lease, send, perform, reproduce, license, create derivative works of, transfer, loan or otherwise make available in any form or by any means all or any portion of the Site or any Content retrieved therefrom; (b) use the Site or any Content obtained from the Site or any Services to develop, or as a component of, any information, storage and retrieval system, database, information base, or similar resource (in any media now existing or hereafter developed), that is offered for commercial distribution of any kind, including through sale, license, lease, rental, subscription, or any other commercial distribution mechanism; (c) create compilations or derivative works of any Content from the Site; (d) use any Content from the Site in any manner that may infringe any copyright, intellectual property right, proprietary right, or property right of Us; (e) remove, change or obscure any copyright notice or other proprietary notice or terms of use contained in the Site or on or in any Content; (f) make any portion of the Site available through any timesharing system, service bureau, the Internet or any other technology now existing or developed in the future; (g) remove, decompile, disassemble or reverse engineer any Site software or use any network monitoring, discovery software or other software to determine the Site architecture; (h) use any automatic or manual process to harvest any Content from the Site; (i) use the Site for the purpose of gathering information for or transmitting (1) unsolicited commercial email; (2) email that makes use of headers, invalid or nonexistent domain names, or other means of deceptive addressing; and/or (3) unsolicited telephone calls or facsimile transmissions; (j) use the Site in a manner that violates federal law regulating email, facsimile transmissions or telephone solicitations, or any federal law; or (k) export or re-export the Site or any portion thereof, or any Services thereof, or any software available on or through the Site, in violation of the export control laws or regulations of the United States.

#### 6. Documents.

We may make available through the Site or through other websites certain Documents, subject to the License. Documents may be provided for a charge. Documents are provided without any representations or warranties, express or implied, as to their suitability, legal effect, completeness, currentness, accuracy, and/or appropriateness. The Documents may be inappropriate for Your particular circumstances. Furthermore, state or federal laws may require different or additional provisions to ensure the desired result. You should consult with legal counsel to determine the appropriate legal or business Documents necessary for Your particular transactions, as the Documents are only samples and may not be applicable to a particular situation. Some Documents are public domain forms or available from public records. Provision of the Documents does not constitute the provision of legal or professional advice and no legal or professional advice is hereby intended.

#### 7. No Legal Advice or Attorney-Client Relationship.

Content contained on or made available through the Site is not intended to and does not constitute legal advice, recommendations, mediation or counseling under any circumstance, and no attorney-client relationship is formed. We do not warrant or guarantee the accuracy, completeness, adequacy or currency of the Content contained in or linked to the Site. Your use of Content on or linked to the Site is entirely at Your own risk. We are not a law firm and the Site is not a lawyer referral service. In fact, if You have legal questions, You should consult competent legal counsel to ensure the appropriateness, completeness, adequacy or currency of the Content provided.

#### 8. Linking to the Site.

You may provide links to the Site, provided (a) that You do not remove or obscure, by framing or otherwise, advertisements, the copyright notice, or other notices on the Site, (b) Your website does not engage in any illegal or pornographic activities, (c) Your Site does not bring the Site in disrepute or aid in its unlawful replication, and (d) You discontinue providing links to the Site immediately upon request by Us.

#### 9. Advertisers.

The Site may contain advertising and sponsorships. Advertisers and sponsors are responsible for ensuring that Content submitted for inclusion on the Site is accurate and complies with applicable laws. We are not responsible for and assume no liability for any mistakes, misstatements of law, defamation, omissions, falsehood, obscenity, pornography or profanity in the statements, opinions, representations or any other form of Content on the Site submitted for inclusion on the Site by advertisers or sponsors. Such Content is not investigated, monitored or



checked for accuracy or completeness by Us. We make no warranty regarding any representations made by any advertiser or sponsor. You understand that the information and opinions of any advertiser or sponsor represents solely the thoughts of the author and they are neither endorsed by Us nor do they necessarily reflect Our beliefs.

#### 10. Registration.

Certain sections of, or offerings from, the Site may require You to register. If registration is requested, You agree to provide Us with accurate, current and complete registration information. Your registration must be done using Your real name and accurate information. We do not permit (a) any other person using the registered sections under Your name; or (b) access through a single name being made available to multiple users on a network. You are responsible for preventing such unauthorized use.

11. Corrections and Changes. We may make changes to the features, functionality or Services of the Site at any time to enhance a previously purchased capability, add capabilities to, or otherwise improve the functions of the Services or Site..

#### 12. Third Party Content.

Third party Content may appear on the Site or may be accessible via links from the Site. We are not responsible for and assume no liability for any mistakes, misstatements of law, defamation, omissions, falsehood, obscenity, pornography or profanity in the statements, opinions, representations or any other form of Content on the Site of any third party. You understand that the information and opinions in the third party Content are not investigated, monitored or checked for accuracy or completeness by Us, represent solely the thoughts of the author, and are neither endorsed by Us nor do they necessarily reflect Our beliefs.

#### 13. Violations of this Agreement.

We reserve the right to investigate complaints or reported violations of this Agreement in accordance with the Contract Disputes Act, including, but not limited to, reporting any suspected unlawful activity to law enforcement, other authorities, and disclosing any Content necessary or appropriate to such persons or entities relating to Your profile, email addresses, usage history, posted or uploaded Content, IP addresses, traffic information, and other activities or Content, after providing notice to the Ordering Activity.

#### 14. Reserved.

#### 15. Security.

Any passwords used for this Site are for individual use only. Your right to use the Site is not transferable or assignable. Any attempted transfer shall be void. You will be responsible for the security of Your password(s) at all times. From time to time, We may require that You change Your password. You are prohibited from using any Services or facilities provided in connection with this Site to compromise security or tamper with system resources and/or accounts. The use or distribution of tools designed for compromising security (e.g., password crackers, rootkits, Trojan horses, or network probing tools) is strictly prohibited. If You become involved in any violation of system security, We reserve the right to report the violation to Federal law enforcement or other Federal authorities such as the Inspector General in order to assist them in resolving security incidents in accordance with Federal privacy laws and after notification to the GSA Customer. We reserve the right to fully cooperate with any Federal law enforcement authorities or other Federal authorities such as the Inspector General or Federal court order or Federal subpoena requesting or directing Us to disclose the identity of anyone posting or publishing or otherwise making available any Content that is alleged to violate this Agreement or applicable law.

#### 16. Disclaimer.

We warrant that the Site and Service will, for a period of sixty (60) days from the date of your receipt, perform substantially in accordance with Site and Service written materials accompanying it. EXCEPT AS EXPRESSLY SET FORTH IN THE FOREGOING, YOUR USE OF THIS SITE IS AT YOUR OWN RISK. THE CONTENT AND SERVICES FROM OR THROUGH THE SITE ARE PROVIDED "AS-IS," "AS AVAILABLE,"



WITH “ALL FAULTS”. ALL WARRANTIES, EXPRESS OR IMPLIED, ARE DISCLAIMED (INCLUDING BUT NOT LIMITED TO THE DISCLAIMER OF ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT). THE CONTENT AND SERVICES MAY CONTAIN BUGS, ERRORS, PROBLEMS OR OTHER LIMITATIONS. WE DO NOT WARRANT THAT THE FUNCTIONS OR CONTENT AND SERVICES CONTAINED OR AVAILABLE ON OR THROUGH OUR SITE WILL BE UNINTERRUPTED OR ERROR FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THIS SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. We do not represent or warrant that the Content OR SERVICES available on or through the Site will be correct, accurate, timely or otherwise reliable, OR THAT THERE WILL BE NO delay or failure in performance with respect to the Site. We further disclaim any responsibility to ensure that the Content located on our Site is complete and up-to-date. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US THROUGH THE SITE OR OTHERWISE SHALL CREATE ANY WARRANTY, REPRESENTATION OR GUARANTEE NOT EXPRESSLY STATED IN THIS AGREEMENT. ALL RESPONSIBILITY OR LIABILITY FOR ANY DAMAGES

CAUSED BY VIRUSES, WORMS, TROJAN HORSES OR OTHER CODE THAT MAY CAUSE DAMAGE OR HARM TO YOUR COMPUTER(S) OR NETWORK(S) CONTAINED WITHIN THE ELECTRONIC FILE CONTAINING CONTENT OR SERVICES IS DISCLAIMED. You acknowledge that You will be solely responsible for implementing sufficient procedures and checkpoints to protect Your computer(s) and network(s), and that You will maintain adequate means of backup of Your data, external to our Site or otherwise.

#### 17. Limitation of Liability.

(A) THE AGGREGATE LIABILITY OF US AND THE AFFILIATED PARTIES IN CONNECTION WITH ANY CLAIM ARISING OUT OF OR RELATING TO THE SITE AND/OR THE CONTENT AND/OR SERVICES PROVIDED HEREIN OR HEREBY SHALL NOT EXCEED THE CONTRACT PRICE. IF WE REFUND ANY MONEY FOR ANY REASON, THEN ACCEPTANCE OF SUCH REFUND SHALL CONSTITUTE A WAIVER OF ANY AND ALL CLAIMS, RIGHTS OR CAUSES OF ACTION AGAINST US AND ANY AFFILIATED PARTY. WE AND OUR AFFILIATED PARTIES HAVE NO LIABILITY WHATSOEVER FOR YOUR USE OF ANY CONTENT OR SERVICE OR ANY DAMAGE, COST, OR INJURY TO YOU IN CONNECTION THEREWITH. IN PARTICULAR, BUT NOT AS A LIMITATION THEREOF, WE AND OUR AFFILIATED PARTIES ARE NOT LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, ACTUAL, CONSEQUENTIAL, EXEMPLARY, OR OTHER DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LITIGATION, OR THE LIKE), WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT, PRODUCT LIABILITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES WERE REASONABLY FORESEEABLE. THE NEGATION AND LIMITATION OF DAMAGES SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN US AND YOU. THIS SITE, AND THE SERVICES AND CONTENT PRESENTED, WOULD NOT BE PROVIDED TO YOU WITHOUT SUCH LIMITATIONS. YOU ASSUME THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION IN THE EVENT OF ANY LOSS OR DAMAGE ARISING FROM THE USE OF THIS SITE OR ITS CONTENT OR SERVICES. The foregoing limitation of liability shall not apply to (1) personal injury or death resulting from Licensor’s negligence; (2) for fraud; or (3) for any other matter for which liability cannot be excluded by law.

#### 18. Use of Content.

We reserve the right, and You authorize Us, to use and assign all Content regarding Site uses by you and all Content provided by You in a manner consistent with our Privacy Policy for the limited purpose of providing You our Site and Services. You hereby grant to Us a royalty-free, limited term, irrevocable, worldwide, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, distribute, perform, and display all Content communicated by You (or on Your behalf) to Us through the Site (each, a “Submission”) for the limited purpose of providing You our Site and Services. You acknowledge that You are responsible for whatever Content You



submit, and You, not Us, have full responsibility for the message, including, without limitation, its legality, reliability, appropriateness, originality, and copyright.

#### 19. Merchants.

We may allow access to or advertise certain third-party product or service providers (“Merchants”) from which You may purchase certain goods or services. You understand that We do not control the products or services offered by Merchants. Merchants are responsible for all aspects of order processing, fulfillment, billing, customer service and all other matters. We are not a party to the transactions entered into between You and any Merchants. You agree that use of or purchase from such Merchants is AT YOUR SOLE RISK AND IS WITHOUT WARRANTIES OF ANY KIND BY US, EXPRESSED, IMPLIED OR OTHERWISE INCLUDING WARRANTIES OF TITLE, FITNESS FOR PURPOSE, MERCHANTABILITY OR NON INFRINGEMENT. UNDER NO CIRCUMSTANCES ARE WE LIABLE FOR ANY DAMAGES ARISING FROM THE TRANSACTIONS BETWEEN YOU AND MERCHANTS OR FOR ANY INFORMATION APPEARING ON MERCHANT SITES OR ANY OTHER SITE LINKED TO OUR SITE. We are not responsible for information provided by You to Merchants. We and the Merchants are independent contractors and neither party has authority to make any representations or commitments on behalf of the other.

20. Privacy Policy. Our attached Privacy Policy, is a part of this Agreement. You must review this Privacy Policy.

#### 21. Payments.

You represent and warrant that if You are purchasing something from Us or from Merchants that (i) any credit information You supply is true and complete, (ii) charges incurred by You will be honored by Your credit card company, and (iii) You will pay the charges incurred by You at the posted prices in accordance with the GSA Schedule Pricelist and Customer purchase order, as applicable. We shall state separately on invoices taxes excluded from the fees, and the Ordering Activity agrees either to pay the amount of the taxes (based on the current value of the equipment) or provide evidence necessary to sustain an exemption, in accordance with FAR 52.229-1 and FAR 52.229-3. We will charge interest on overdue and unpaid accounts in accordance with the Prompt Payment Act (31 USC 3901 et seq) and Treasury regulations at 5 CFR 1315.

#### 22. Securities Laws.

The Site may include statements concerning Our operations, prospects, strategies, financial condition, future economic performance and demand for Our Services, as well as Our intentions, plans and objectives (particularly with respect to Service offerings), that are forward-looking statements. These statements are based upon a number of assumptions and estimates which are subject to significant uncertainties, many of which are beyond Our control. When used on Our Site, words like “anticipates,” “expects,” “believes,” “estimates,” “seeks,” “plans,” “intends,” “will” and similar expressions are intended to identify forward-looking statements designed to fall within securities law safe harbors for forward-looking statements. The Site, the Services and the information contained herein does not constitute an offer or a solicitation of an offer for sale of any securities. None of the information contained herein, in the Site or with respect to the Services is intended to be, and shall not be deemed to be, incorporated into any of Our securities-related filings or documents.

#### 23. Links to other Websites.

This Site may be hyperlinked to and by other websites which are not maintained by, or related to, Us. Hyperlinks to such sites are provided as a service to You and are not sponsored by, endorsed by or otherwise affiliated with this Site or Us. We have not reviewed any or all of such sites and We are not responsible for and assume no liability for any mistakes, misstatements of law, defamation, omissions, falsehood, obscenity, pornography or profanity in the statements, opinions, representations or any other form of Content of any linking sites, accuracy or opinions expressed in such websites, and such websites are not investigated, monitored or checked for accuracy or completeness by Us. Inclusion of



any linked website on Our Site does not imply approval or endorsement of the linked website by Us. Any links made directly from Our Site to another web page should be accessed at Your own risk. We make no representations or warranties about the Content, completeness, quality or accuracy of any such website, and as such, shall not be liable in connection with any loss, damage, cost or injury associated with any access thereto via this Site.

24. Copyrights and Copyright Agents. We respect the intellectual property rights of others, and We ask You to do the same. If You believe that Your work has been copied in a way that constitutes copyright infringement, please provide Our copyright agent the following information:

25. An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;

26. A description of the copyrighted work that You claim has been infringed;

27. A description of where the material that You claim is infringing is located on the Site; 28.

Your address, telephone number, and email address;

29. A statement by You that You have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and

30. A statement by You, made under penalty of perjury, that the above information in Your notice is accurate and that You are the copyright owner or authorized to act on the copyright owner's behalf.

Our copyright agent for notice of claims of copyright infringement on the Site can be reached by directing an e-mail to the copyright agent at [customer.support@blockdrive.com](mailto:customer.support@blockdrive.com).

25. Information and Press Releases. The Site may contain information and press releases about Us. We disclaim any duty or obligation to update this information or any press releases. Information about companies other than Ours contained in the press release or otherwise, should not be relied upon as being provided or endorsed by Us.

26. Legal Compliance. You agree to comply with all applicable Federal laws, statutes, ordinances, rules and regulations regarding Your use of the Site and the Content and Services.

27. Refund and Return Policy.

To the extent that You purchase any Services directly from Us, a refund in certain circumstances may be possible. You may request a refund by contacting Us by email at [customer.support@blockdrive.com](mailto:customer.support@blockdrive.com). You may obtain any additional information concerning Our refund and return policy, including Our mailing address, by contacting us at [customer.support@blockdrive.com](mailto:customer.support@blockdrive.com).

28. No Unlawful Access. You agree that You will not use the Site in any manner that could in any way disable, overburden, damage, or impair the Site or otherwise interfere with any other party's use and enjoyment of the Site or Services. You further agree that You will not obtain, or attempt to obtain, any Content by any means not expressly made available or provided for through the authorized use of the Site.

29. Disclosure Under Law. We reserve the right at all times to disclose any information as necessary to satisfy applicable Federal law or regulation, in accordance with Federal privacy laws and after notification to the GSA Customer.

30. Governing Law; Arbitration.

This Agreement shall be governed by and construed in accordance with the Federal laws of the United States. Any cause of action by You pursuant to the Contract Disputes Act with respect to the Site (and/or any Services) must be instituted within six (6) years of the time when all events establishing alleged liability for an injury were known or should have been known or be forever waived and barred.



31. Intended Audience. The Site is intended for adults only. The Site is not intended for any children under the age of 13.
32. Termination. When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, We shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer.
33. Miscellaneous.

The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party. The Anti-Assignment Act, 41 USC 6305, prohibits the assignment of Government contracts without the Government's prior approval. Procedures for securing such approval are set forth in FAR 42.1204. Should any part of this Agreement be held invalid or unenforceable, that portion shall be construed consistent with applicable law and the remaining portions shall remain in full force and effect. To the extent that anything in the Site is in conflict or inconsistent with this Agreement, this Agreement shall take precedence. Our failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision nor of the right to enforce such provision. Any waiver of this Agreement by Us must be in writing and signed by Our authorized representative. Our rights under this Agreement shall survive any termination of this Agreement. The rule of construction of construing against the drafter does not apply to this Agreement. You and We are not joint venturers. The section titles in the Agreement are for convenience only and have no legal or contractual effect. This Agreement shall be binding upon and inure to the benefit of You and Us and each of our respective successors and assigns.



## CSI End User Subscription Agreement

This End User Subscription Agreement (“Agreement”) is made and entered into as of [REDACTED], 2020 (the “Effective Date”) by and between Sal, Johnson & Associates, Inc. d/b/a Computing System Innovations (“CSI”) and the (“End User” or “Ordering Activity”). CSI and End User may be referred to individually as a “party” or collectively as the “parties.”

CSI and End User now wish to establish the terms under which CSI will grant, and End User will accept, a subscription to use to the Licensed Property.

In consideration of the mutual promises contained herein, CSI and the End User agree as follows:

### DEFINITIONS

Basic Maintenance Period means between 8:00am and 8:00pm Eastern Standard Time on any Business Day.

Business Day means any day, Monday through Friday, excepting any day that is a federal holiday in the United States.

Claims mean any and all claims, liens, demands, actions, causes of action, judgments excluding attorneys’ fees and expenses.

Confidential Information means, with respect to CSI, confidential and/or proprietary information of CSI or its vendors which is disclosed by CSI to the End User, including but not limited to any and all CSI Trade Secrets, and CSI Software including any source codes, object codes, executable codes, databases, database schemas, software systems, software architecture, related Documentation, UML diagrams, user interface design and functionality, user interface look and feel (excluding End User data displayed), user processing workflows, financial data, marketing or business plans, and other business information and/or material of CSI, which is marked or otherwise identified to the End User as confidential, or which should reasonably be understood to be confidential and/or proprietary, whether disclosed prior to or after the date of this Agreement and whether disclosed orally, electronically, or in writing, and, with respect to End User, means any and all information which End User is mandated, by law, court order, rule or policy, to hold in confidence, such as financial and bank account data. Notwithstanding the foregoing, in each case, Confidential Information does not include information that: (a) becomes public other than as a result of a disclosure by the receiving party in breach hereof; (b) becomes available to the receiving party on a non-confidential basis from a source other than the disclosing party, which is not prohibited from disclosing such information by obligation to the disclosing party; (c) is known by the receiving party as shown through written records or in the public domain prior to its receipt from the disclosing party without any obligation of confidentiality with respect thereto; or (d) is developed by the receiving party independently of any disclosures made by the disclosing party and without any use of the disclosing party’s Confidential Information.

Conformity Maintenance Services means the services necessary to insure that the CSI Software operates in conformity with all Specifications.

Covered Maintenance Services includes all Conformity Maintenance Services and all Upgrade Maintenance Services.

Critical Defect means a Defect that renders the CSI Software inoperable, without having a workaround to become operable.



CSI Modifications has the meaning set forth in Section 0.

CSI Software means: (a) software or deliverables provided by CSI to End User that are reflected in an executed Statement of Work; (b) applicable Embedded Third Party Software; (c) CSI Modifications; and (d) any Enhancement to such the foregoing.

CSI Trade Secrets means all methodologies and other CSI Confidential Information that constitutes a trade secret under applicable law.

Defect means any bug, inaccuracy, error, contaminate, malfunction, or other defect in the CSI Software caused by, arising from, or emanating from the reasonable control of CSI that renders the CSI Software, work performed and/or service provided by CSI to End User in non-conformance with the Specifications or the terms of this Agreement.

Documentation means the user's operating manuals and any other materials in any form or media provided by CSI to the End User.

Embedded Third Party Software means licensed third party software (other than Third Person Software) that is required to provide the functionality of the CSI Software as set forth in the Specifications and is provided by CSI along with CSI Software.

Enhancement(s) means a change or addition to the CSI Software or service, other than a Defect correction, that (i) improves the function of, (ii) adds a new function to or (iii) substantially enhances the performance of the CSI Software, or service, provided that Enhancements shall not include any improvements or new functions, in any form, that have additional value or utility, and may be priced and offered separately from the CSI Software or service.

Final Acceptance has the meaning set forth in Section 0.

Implementation Plan means the implementation plan set forth in a Statement of Work which provides for the timetables, milestones, and fees and expenses for, among other things, (a) the delivery and installation of CSI Software to the End User, and (b) the training of End User personnel, all in accordance with the terms of this Agreement.

Indemnified Parties mean the End User and each of its personnel, agents, successors, and assigns.

Intermediary Dispute Level has the meaning set forth in Section Error! Reference source not found..

Licensed Property means the CSI Software and the Documentation.

Non-Critical Defect means any Defect other than a Critical Defect.

Online Support means the provision of diagnostic advice and assistance concerning the use and operation of the CSI Software via a virtual private network or similar method.

Project means the delivery and license of the Licensed Property and the performance of all services to be provided by CSI in accordance with the provisions of this Agreement and any Statement of Work.

Project Manager means the person designated by each party who is responsible for the management and implementation of this Agreement as more fully described in Section 0.

Quotation shall mean a document that sets forth the End User costs, fees or expenses, including any Subscription Fees associated with any licensed CSI Software to be delivered or services to be performed by CSI as detailed in an associated Statement of Work

Specifications means the information, functions, capabilities, requirements, and other specifications of the CSI Software, as provided for in an executed Statement of Work.

Statement of Work shall mean a document governed by the terms and conditions of this Agreement, executed by both parties, which shall set forth (a) the services, if any, to be



provided; (b) the Licensed Property to be licensed, including any Specifications; (c) Implementation Plan and other milestones and deliverables and (d) such other terms as the Parties may agree to with respect to a Project.

Subscription Fee means the fees as set forth in each Quotation and/or Statement of Work provided by CSI in accordance with the GSA Schedule Pricelist.

Telephone Support means the provision of general information and diagnostic advice and assistance concerning the use and operation of the CSI Software via telephone.

Term has the meaning set forth in Section 0.

Third Person Software means the operating systems and other software to be licensed, purchased, or otherwise acquired by the End User from a third party that is minimally required to operate the CSI Software and such operating systems and other software that the End User has actually licensed, purchased, or otherwise acquired and/or may be minimally required in the future to operate the CSI Software.

Upgrade Maintenance Services means any Enhancement developed by CSI for the CSI Software and related Documentation during the term of this Agreement.

Version Release has the meaning set forth in Section 0.

#### FRAMEWORK

Framework. As of the Effective Date, this Agreement sets forth the terms whereby CSI shall provide to the End User, and the End User shall acquire from CSI, the following, as set forth and identified on one or more Statements of Work (and each on the terms and subject to the conditions of this Agreement): (a) a subscription for the Licensed Property for the Subscription Fee and (b) certain implementation, installation, testing, and training services related to the CSI Software as more fully detailed in an attached Statement of Work.

Project Management. CSI and the End User shall designate and cause the employees identified within the Statement(s) of Work (or other qualified employees designated to replace such employee in accordance with this Agreement, subject to approval and acceptance in writing prior to replacement) to serve as:

Party's Project Manager, who shall manage and implement the party's respective obligations pursuant to this Agreement and serve as the primary contact for the respective party. The party's Project Manager is and shall be qualified and authorized to perform the tasks assigned and shall have the authority to negotiate the details of the Statements of Work:

Party's Project Signatory, who shall have the authority to negotiate the details of and execute Statements of Work.

Each party represents that its respective Project Manager and Project Signatory is and shall be qualified and authorized to perform the tasks assigned to him/her as defined in (a) and (b) above; and any written execution by party's Signatory shall be binding on the respective party.

Cooperation. The End User shall provide such reasonable information regarding its operations and reasonable access to its facilities subject to Government security requirements (including, providing CSI reasonable access to a secure virtual private network connection or other comparable connection for use by CSI from time to time on a non-dedicated basis) and personnel in order for CSI to fulfill its obligations pursuant to this Agreement and any Statements of Work. The End User shall also provide CSI with periodic copies of CSI's production databases that CSI will use to perform testing of CSI Software at CSI's facilities. To the extent the Statement of Work and/or Implementation Plan includes any deadlines, services, and/or Licensed Property that shall be determined at a time after the Effective Date, each party shall negotiate in good faith

to establish such deadlines, services and/or Licensed Property so as not to unreasonably interrupt the other deadlines of the Implementation Plan.

Responsibilities of End User. In addition to the other responsibilities set forth herein and as may be set forth in a Statement of Work, and except as otherwise specifically set forth in this Agreement, the End User shall:

provide training of its personnel in addition to the training to be provided by CSI as detailed in a Statement of Work. This additional End User training shall include remedial training and training of new employees for which CSI has trained the trainers;

collect, prepare, and enter all data necessary for the day-to-day operations of the CSI Software;

provide the computer system on which the CSI Software will be loaded and operated;

provide the requisite networks;

maintain an internal help desk function;

prior to Project completion, install all changes or updates into the CSI Software and Third Party Software products that are furnished by CSI for the purpose of correcting failures of the CSI Software to conform to, and perform in accordance with, the requirements of this Agreement;

and

#### TITLE AND LICENSE

License Grant. For so long as the End User maintains a current subscription for use of the Licensed Property (the “Subscription Term”), CSI hereby grants to the End User a non-exclusive, non-sublicensable, non-transferable, revocable subscription license (and sublicense with respect to the Embedded Third Party Software) to use the Licensed Property for the End User’s internal use as described in the executed Statements of Work. The foregoing license is revocable by CSI only after this Agreement is terminated in accordance with the provisions herein and the Contract Disputes Act or the End User does not pay the Subscription Fee in full as provided in any executed Quotation or Statement of Work. The foregoing license includes the right for End User to integrate or interface the Licensed Property with Third Person Software only, provided, however, that CSI makes no representations or warranties with respect to such Third Person Software or the interoperability of the Licensed Property therewith. The Licensed Property is licensed on a subscription basis and not sold to End User. As between End User on one hand and CSI on the other, all right, title, and interest in and to the Licensed Property and any improvements, modifications, customizations (unless otherwise agreed to in a Statement of Work), Enhancement, or update thereto (now or hereafter resulting from the efforts of CSI, End User, or any other person, working together or alone) and all associated intellectual property rights shall at all times remain the sole and exclusive property of CSI. End User hereby disclaims any right, title, or interest in or to the Licensed Property, and agrees not to take any action inconsistent with or that would contest or impair the rights of CSI in or to such Licensed Property.

Restrictions. Unless otherwise expressly set forth in this Agreement or otherwise agreed in writing by CSI, the End User shall not:

reverse engineer, de-compile, or disassemble any portion of the CSI Software, CSI Trade Secrets or CSI Confidential Information;

intercept and reverse engineer, de-compile, or disassemble any CSI Software programmatic transactions, including but not limited to SOAP, REST, HTTP, or SQL transactions;

add, change, or delete data contained in any CSI Software databases without use of CSI Software application programming interfaces or CSI Software user interfaces;

sublicense, transfer, rent, lease, time-share, or otherwise transfer, or operate a service bureau using, the Licensed Property, whether as a standalone or bundled product, for any reason, and any attempt to make any such sublicense, assignment, delegation, rent, lease, sale, time-share, or other transfer by End User shall be void and of no effect;

make copies of the Licensed Property except as provided herein;

modify, translate, or create derivative works of the Licensed Property without the prior written consent of CSI, which may be withheld in CSI's sole discretion;

remove any copyright, trademark, patent, or other proprietary notice that appears on the Licensed Property or copies thereof; or

allow access to the Licensed Property beyond the scope of the license grant in Section 0.

End User shall inform its employees about the restrictions contained herein and End User shall ensure that its employees agree to and strictly abide by the terms herein. End User hereby accepts full responsibility for any violations of the terms herein by such employees or any contractors, subcontractors or other third parties engaged to assist in the Project. To the extent the End User engages contractors, subcontractors, or other third parties to assist in the Project to integrate or interface the Licensed Property with Third Person Software, the End User shall require such third parties to execute a confidentiality agreement imposing restrictions at least as restrictive to those set forth in this Agreement prior to such third parties being permitted access to CSI Software, CSI Confidential Information, and/or CSI Trade Secrets. End User agrees that it shall not allow anyone access to the foregoing items for any other purpose whatsoever.

Copies. The End User may make and maintain such copies of the Licensed Property as are reasonably appropriate for its authorized use of the Licensed Property and for archival and backup purposes; provided, however, that End User shall retain all proprietary notices, logos, copyright notices, and similar markings on such copies.

Embedded Third Party Software. The license grant set forth in Section 0 includes the right to use any Embedded Third Party Software. Access to and use of such Embedded Third Party Software shall be on the same terms and conditions as provided to the CSI Software in this agreement. All such Embedded Third Party Software shall be included in the Subscription Fee. To the extent legally possible, CSI shall pass through to the End User any and all warranties granted to CSI by the owners, licensors, and/or distributors of such Embedded Third Party Software. The End User shall be responsible for procuring and paying for all Third Person Software which is not embedded.

Title.

Nothing in this Agreement shall be deemed to vest in the End User any ownership or intellectual property rights in and to CSI's intellectual property (including, without limitation, CSI Confidential Information and CSI Trade Secrets), any components and copies thereof, or any derivative works based thereon prepared by CSI. All ownership and proprietary rights in such items are hereby exclusively retained by CSI.

All End User data (including, without limitation, all content in any media or format entered into, stored in, and/or susceptible to retrieval from the End User's computer systems) shall remain the exclusive property of the End User. CSI shall not use the End User data other than in connection with providing the services pursuant to this Agreement.

Subscription Fee. In consideration for the subscription license granted to the End User herein for its internal use of the Licensed Property, the End User shall pay a Subscription Fee and any professional services fees to CSI in accordance with the GSA Schedule Pricelist, which shall be



due and payable in accordance with the provisions in any executed Quotation or Statement of Work.

#### DELIVERY AND INSTALLATION OF THE CSI SOFTWARE

Licensed Property. CSI shall submit the Licensed Property under a Statement of Work to the End User's place of business in accordance with the timetables and other details set forth in the Statement of Work. All Licensed Property shall be sent at CSI's expense.

#### Installation and Testing.

CSI shall deliver, install, and verify the CSI Software at the End User's places of business in accordance with the timetables set forth in the Statement of Work. Upon installation, CSI shall conduct its standard diagnostic evaluation at the End User's site to determine that the CSI Software is properly installed, shall verify operation pursuant to the plan, and shall notify the End User's Project Manager after completion thereof.

The CSI Software shall be deemed installed upon successful completion of the diagnostic tests, and notification to the End User's Project Manager of the results.

#### FINAL ACCEPTANCE

Final Acceptance. When all CSI Software as set forth in the Statement of Work has been successfully installed as set forth in Section 0, "Final Acceptance" of the CSI Software shall be deemed given by End User and the CSI Software shall be subject to the terms and conditions of Section 0 shall apply with respect to ongoing support and Enhancement.

#### DOCUMENTATION AND TRAINING

Delivery of Documentation. Following the successful completion of the installation procedures set forth in Section 0 and before the Final Acceptance period in Section 0, CSI shall provide to the End User the Documentation in electronic format.

User Group, Bulletin Boards, and Internet Sites. In addition to any other maintenance obligation or obligation to provide Documentation, CSI shall notify the End User of any user group, bulletin board, or internet site relating to the CSI Software or services provided by CSI pursuant to or arising from this Agreement, and to the extent requested by the End User Project Manager in writing, provide access thereto.

#### Training Plans and Materials; Personnel Training. CSI shall:

Train End User personnel in accordance with a mutually agreeable training plan for the CSI Software as defined in the Statements of Work. The training plan shall outline the training required for personnel to operate the CSI Software. CSI and the End User may jointly develop additional training materials, which training materials shall, among other things, supplement CSI's standard training materials, incorporate the End User's business processes, and emphasize the rationale and timing required by a particular operation.

Provide End User personnel with the number of hours of training for the respective portions of the CSI Software as set forth in the Statements of Work.

Provide such training at the End User's principal place of business or other site selected by the End User. Training shall be performed according to the training plan, but in any event shall be "hands-on" using production-ready versions of the CSI Software. The courses shall train the End User's employees or agents in a manner to provide basic end user training. The End User shall be responsible for providing an adequately equipped training facility to operate the CSI Software.

#### MAINTENANCE SERVICES

Scope. THIS AGREEMENT PROVIDES MAINTENANCE SERVICES ONLY WITH RESPECT TO CSI SOFTWARE, INCLUDING EMBEDDED THIRD PARTY SOFTWARE, SUPPLIED BY CSI TO END USER PURSUANT TO THE TERMS HEREOF. THIS AGREEMENT DOES NOT PROVIDE FOR MAINTENANCE SERVICES FOR ANY THIRD PERSON SOFTWARE OR THIRD PERSON HARDWARE NOT SUPPLIED BY CSI TO CUSTOMER. This Agreement covers all CSI Software as described in any Statement of Work executed between CSI and End User. Unless End User otherwise notifies CSI in writing, all subsequently ordered CSI Software installed by CSI shall be automatically subject to this Section 0 immediately upon Final Acceptance without any separately executed agreement.

Maintenance and Support Fees. Maintenance and support fees are included in the Subscription Fees.

Covered Maintenance.

General. CSI shall provide to End User all required Covered Maintenance Services during the Subscription Term only. All Conformity Maintenance Services and all Online Support and Telephone Support will be performed by CSI during the Basic Maintenance Period. Where such services will interfere with the functioning of the End User's office during its regular hours, Conformity Maintenance Services and Online Support and Telephone Support will be provided at a time agreeable to both parties.

Upgrade Maintenance Services. During the Subscription Term, End User shall also have the right to receive from CSI, without additional service charge, all Upgrade Maintenance Services. Upgrade Maintenance Services include the right to receive, during the Subscription Term (except as otherwise provided in Section 0) hereof), all Version Releases to the CSI Software, including all associated Documentation. The right to receive Upgrade Maintenance Services does not include installation of any new release or any onsite training, and also does not include any new product, all of which are separately chargeable by CSI.

Support of Outdated CSI Software. Support by CSI of previous versions of CSI Software will cease six (6) months following written notice by CSI to the End User of the availability of a new Version Release that is provided to End User by CSI. Support by CSI of previous versions of Embedded Third Party Software will cease in the time period provided for by the specific Embedded Third Party Software manufacturer. Failure of End User to install new Version Release's provided to End User by CSI or any other Defect correction or improvement provided by CSI or Embedded Third Party Software manufacturer within the allowed timeframe, shall relieve CSI of responsibility for the improper operation or any malfunction of the CSI Software as modified by any subsequent correction or improvement, but in no such event shall End User be relieved of any of its payment obligations to CSI hereunder, and CSI shall be released thereafter from its obligation to support the CSI Software. After failure to install in excess of the above allocated timeframe, in order for End User to return to current CSI Software release level and reinstate support, End User must obtain a CSI Software audit at then current CSI rates.

Online Support and Telephone. Online Support and Telephone Support includes: (i) remote diagnostics; (ii) service desk and dispatch; (iii) question and answer consulting; and, (iv) non-chargeable user error remedies. A toll-free maintenance telephone number is provided for Telephone Support from CSI's corporate offices. Remote access is required at a minimum to one End User location for remote support, which remote access equipment is to be obtained by End User at its sole expense.

Exclusions. Covered Maintenance Services does not include maintenance required by or the result of any: (a) operator error or improper operation or use of the CSI Software by End User; (b) modifications, repairs, or additions to the CSI Software performed by persons other than CSI, and End User shall notify CSI in writing of any such modifications, repairs, or additions; (c) modifications, repairs, or additions to third party hardware or to any Third Person Software supplied by any person other than CSI; (d) damage to CSI Software by End User's employees or third persons, including, without limitation, damage caused by improper operation or use of other software, hardware, or other equipment; (e) causes beyond the reasonable control of CSI, including, without limitation, any matter described in Section 14 (Excusable Delays) of this Agreement; (f) electrical disturbances, outages, brownouts, or similar events; (g) CSI's requested involvement in determining or solving a problem with the CSI Software and/or any other software, hardware, or equipment not covered by this Agreement; (h) damage to optical or magnetic media or any work effort associated with copying, reconstructing, or restructuring files or data; (i) damage resulting from radiation, radioactivity, ultraviolet light, or similar agents; (j) training services other than those expressly provided for without charge pursuant to the terms of this Agreement; (k) CSI Software removed or detached from the End User's network or system; or, (l) modifications made to the CSI Software or to any of the Specifications requested by End User. Ordering Activity agrees to pay any travel expenses for services performed by CSI outside the scope of the Covered Maintenance Services in accordance with Federal Travel Regulation (FTR)/Joint Travel Regulations (JTR), as applicable, Ordering Activity shall only be liable for such travel expenses as approved by Ordering Activity and funded under the applicable ordering document.

Response Times. CSI will respond within four (4) hours for standard support issues and within one (1) hour for system outage issues (but only during the Basic Maintenance Period) as calculated from CSI's receipt of a request or notice from End User of the need for Conformity Maintenance Services or CSI's receipt of a request or notice from End User for Online Support or Telephone Support to resolve such issues. Any such request or notice from End User will, to the extent possible, identify any Critical Defect, and, in connection with the provision of any Conformity Maintenance Service, Online Support, and/or Telephone Support, End User will, at its own expense, provide its full good faith support and cooperation with CSI's efforts at resolution. CSI will use its good faith efforts to correct any Critical Defect within twenty-four (24) hours after its receipt of the request or notice from End User regarding the applicable Critical Defect. Any Non-Critical Defect as agreed to by CSI and the End User will be corrected, before the earlier of: (a) thirty (30) days following the date of the next release (following notice of Defect from End User) of an Enhancement relating to the applicable CSI Software component; or, (b) six (6) months following notice of Defect from End User. In this instance of a Non-Critical Defect, CSI will provide the End User with interim alternative solutions, provided such is available to address such Non-Critical Defect. Support and Maintenance may be initiated by the End User outside of the Basic Maintenance Period and will be provided by CSI 24x7 on a best effort basis having the cost for such billed as provided for in Billable Call Maintenance.

Billable Call Maintenance. Any maintenance service or related service or training other than Covered Maintenance Services will be charged at the GSA Schedule Pricelist rates. r. Such rates apply to time spent performing maintenance, including travel time. The minimum charge for billable call maintenance is one-half hour (1/2 hour). Should billable call maintenance services require travel to the End User's site, travel costs, subsistence and lodging will be billed to End



User at CSI's actual costs. Ordering Activity agrees to pay any travel expenses in accordance with Federal Travel Regulation (FTR)/Joint Travel Regulations (JTR), as applicable, Ordering Activity shall only be liable for such travel expenses as approved by Ordering Activity and funded under the applicable ordering document. All charges for billable call maintenance shall be due and payable within thirty (30) days following receipt of proper invoice by CSI.

Excusable Delays. Excusable delays shall be governed by FAR 52.212-4(f).

#### MODIFICATIONS TO THE CSI SOFTWARE

##### CSI Modifications.

CSI shall correct Defects in the CSI Software pursuant to this Agreement and may make Enhancements from time to time to the CSI Software (the "CSI Modifications"). Such Defect corrections and/or Enhancements may result in the creation of a new version(s) of the CSI Software (a "Version Release"). CSI Modifications, any Version Release and all associated intellectual property rights shall solely belong to CSI and shall be deemed part of the CSI Software. CSI in its sole discretion shall decide if any Enhancement is to be provided without cost or whether any Enhancement will be considered a separate product feature to be provided at an additional cost for the End User to utilize.

Provided that the End User maintains the CSI Software pursuant to the terms hereof, during the Subscription Term, CSI shall make available to the End User a copy of the CSI Software with Defect corrections no later than sixty (60) days following general availability of a Version Release. The End User shall not be immediately obligated to use any Version Release. In the event that the End User determines to utilize any Version Release, it shall be deemed part of the CSI Software for purposes of this Agreement. In the event the End User determines not to utilize the current Version Release or the prior version, CSI shall have no obligation to provide maintenance and support to the End User for such out of date version of the CSI Software.

End User Modifications. CSI shall not be responsible for, and shall have no liability pursuant to this Agreement for any damages or defects to the CSI Software caused, directly or indirectly, by End User modifications or instructions or other changes to the CSI Software that are implemented without the prior written consent of CSI.

#### CONFIDENTIAL INFORMATION AND TRADE SECRETS

Protection of Confidential Information. Neither party shall use for any purpose other than the performance of this Agreement, or disclose, disseminate, transmit, publish, distribute, make available, or otherwise convey Confidential Information or trade secrets of the other party to any third party, without such party's prior written consent unless otherwise expressly provided herein, except: (i) as may be required by law, regulation, judicial, or administrative process but subject to Section 9.2 below; or (ii) as required in litigation between the parties pertaining to this Agreement. Each party shall ensure that all employees, individuals, and third parties assigned to perform services herein shall abide by the terms of this Section and shall be responsible for breaches or violations by such persons or parties. As provided above, to the extent the End User engages contractors, subcontractors, or other third parties to assist in the Project to integrate or interface the Licensed Property with Third Person Software, the End User shall require such third parties to execute a confidentiality agreement imposing restrictions at least as rigorous as those set forth in this agreement prior to such parties being permitted access to CSI Software, CSI Confidential Information, and/or CSI Trade Secrets. End User agrees that it shall not allow anyone access to the foregoing items for any other purpose whatsoever. CSI recognizes that



Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which requires that certain information be released, despite being characterized as “confidential” by the vendor. Judicial Proceedings. Subject to applicable law, if either party is requested or required (by oral questions, interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand, or other similar process) to disclose any Confidential Information or trade secrets of the other party, then such party shall provide the other with prompt written notice of such request or requirement so that the appropriate party may seek protective orders or other appropriate remedies and/or waive compliance with the provisions of this Agreement. If, in the absence of a protective order or other remedy or the receipt of a waiver by the disclosing party, the receiving party nonetheless is legally compelled to disclose Confidential Information to any court or tribunal or else would stand liable for contempt or suffer other censure or penalty, the receiving party may, without liability herein, disclose to such court or tribunal only that portion of Confidential Information or trade secrets which the court requires to be disclosed, provided that the receiving party uses reasonable efforts to preserve the confidentiality of the Confidential Information, including, without limitation, by cooperating with the disclosing party to obtain an appropriate protective order or other reliable assurance that confidential treatment shall be accorded the Confidential Information or trade secrets by such court or tribunal.

#### REPRESENTATIONS AND WARRANTIES

Media Defects. The media on which the CSI Software is provided shall, at the time of delivery and installation, be free of Defects in material and workmanship.

Pass-Through of Warranties. To the extent legally possible, CSI shall use commercially reasonable efforts to pass through the benefits of all third party warranties that it receives in connection with any Embedded Third Party Software provided to the End User.

Free and Clear Title. CSI has free and clear title (including all proprietary rights) to any Licensed Property delivered hereunder (other than Embedded Third Party Software) and the right to license any and all CSI Software that is licensed hereunder.

CSI warrants that the Licensed Property and SOFTWARE will, for a period of sixty (60) days from the date of your receipt, perform substantially in accordance with Licensed Property and SOFTWARE written materials accompanying it. EXCEPT AS EXPRESSLY SET FORTH IN THE FOREGOING, EXCEPT AS SPECIFICALLY SET FORTH IN THIS SECTION 0 OR ELSEWHERE IN THIS AGREEMENT, CSI DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

#### LIMITATION OF LIABILITY

THE LIABILITY OF CSI FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING STRICT LIABILITY, SHALL BE LIMITED TO: (A) PRIOR TO COMPLETION OF OPERATIONAL USE FOR THE CSI SOFTWARE AS DETAILED IN THE APPLICABLE STATEMENT OF WORK, THE CONTRACT PRICE, INCLUDING SUBSCRIPTION FEES PAID BY THE END USER FOR SUCH CSI SOFTWARE; AND (B) AFTER COMPLETION OF OPERATIONAL USE FOR ANY CSI SOFTWARE, CSI’S SUPPORT OBLIGATIONS AS SET FORTH HEREIN WITH RESPECT TO SUCH AFFECTED COMPONENT OR MODULE WHICH IS THE CAUSE OF CONTROVERSY. THE FOREGOING LIMITATIONS DO NOT APPLY TO THE FOLLOWING CIRCUMSTANCES: (1) FRAUD OR (2) FOR OBLIGATIONS ARISING UNDER SECTIONS

0 AND 0 OR OBLIGATIONS ARISING UNDER SECTION 0 (INTELLECTUAL PROPERTY INFRINGEMENT); (3) PERSONAL INJURY OR DEATH RESULTING FROM LICENSOR'S NEGLIGENCE. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY (NOR TO ANY PERSON CLAIMING ANY RIGHT, TITLE, OR INTEREST DERIVED FROM OR AS SUCCESSOR TO THE END USER'S RIGHT, TITLE, AND INTEREST) FOR INCIDENTAL, PUNITIVE, CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR PROFITS, OR LOSS OF BUSINESS OR LOSS OF DATA ARISING OUT OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER THE PARTIES HAVE ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGE.

#### INDEMNIFICATION

General – Bodily Injury and Property Damage Caused by CSI. Notwithstanding any other provision of this Agreement, CSI shall defend, indemnify, hold, and save harmless the End User Indemnified Parties from and against damages, liabilities and costs resulting from any and all Claims for bodily injury or property damage sustained by or asserted against the End User arising out of, resulting from, or attributable to the negligent or willful misconduct of CSI, its employees, subcontractors, representatives, and agents; provided, however, that CSI shall not be liable herein to indemnify the End User Indemnified Parties against liability or damages arising out of bodily injury to people or damage to property to the extent that such bodily injury or property damage is caused by or resulting from the actions, negligent or otherwise, of the End User, its agents, contractors, subcontractors, or employees.

Reserved.

#### Intellectual Property Infringement.

Notwithstanding any other provision of this Agreement, if any Claim is asserted, or action or proceeding brought against the End User that alleges that all or any part of the CSI Software, in the form supplied, or modified by CSI, or the End User's use thereof, infringes or misappropriates any United States intellectual property right (including any copyright or patent or any trade secret right), the End User, upon notice of such assertion, shall give CSI prompt written notice thereof. CSI shall defend, and hold the End User Indemnified Parties harmless against, any such Claim with counsel of CSI's choice and at CSI's expense and shall indemnify the End User Indemnified Parties against any liability, damages, and costs resulting from such Claim. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute 28 U.S.C. §516. The End User shall cooperate with CSI in the defense of any Claim and shall, if appropriate, make employees available as CSI may reasonably request with regard to such defense. This indemnity does not apply to the extent that such a Claim is attributable to (i) modifications to the CSI Software made by the End User or at the request of the End User, (ii) integration of the CSI Software with any Third Person Software, (iii) any third party actions or modifications pursuant to the End User's directions or instructions, or (iv) upon the unauthorized use of the CSI Software by the End User.

Mitigation. If the CSI Software becomes the subject of a Claim of infringement or misappropriation of a United States copyright, patent, or trade secret or the violation of any other contractual or proprietary right of any third party, CSI shall, at its sole discretion, and expense, select and provide one of the following remedies, which selection shall be in CSI's sole discretion:



replace the CSI Software with a compatible, functionally equivalent, non-infringing system; or modify the CSI Software to make it non infringing; or procure the right of the End User to use the CSI Software as intended.

#### TERM AND TERMINATION

Term. The term of this Agreement (the “Term”) shall commence on the Effective Date and shall continue through the Subscription Term, or until the Agreement and the Subscription Term is terminated for Cause pursuant to Section 0 below. Upon expiration of the Subscription Term, the Subscription Term may be renewed for additional successive terms by executing a new Agreement in writing . In the event either party gives written notice of non-renewal as provided above, this Agreement and the applicable Statement of Work shall terminate upon the expiration of the then-current Subscription Term.

Termination for Cause. When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, CSI shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer.

Survival. The following provisions shall survive after any termination of this Agreement 3; 9; 11; 14 and 15.

RESERVED.

#### MISCELLANEOUS

Assignment. Neither party shall assign this Agreement or any of its respective rights or obligations herein to any third party without the express written consent of the other party, which consent shall not be unreasonably withheld. If assigned pursuant to this 16.1, this Agreement shall be binding and inure to the benefit of each of the Parties and, except as otherwise provided herein, their respective legal successors and permitted assigns.

Cumulative Remedies. Except as specifically provided herein, no remedy made available herein is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy provided herein or available at law or in equity.

Notices. Except as otherwise expressly specified herein, all notices except service of process, requests or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed, by certified or registered mail, postage prepaid, return receipt requested, to the Parties at their respective addresses set forth on the signature page hereto, or at such other addresses as may be specified in writing by either of the Parties or delivered by electronic means to the person designated to receive such electronic notice. For other than electronic notices, all notices, requests, or communications shall be deemed effective upon personal delivery or three business (3) days following deposit in the mail.

Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same. The Parties acknowledge and accept that signatures sent via facsimile and/or email in a PDF document shall be as legally binding as signatures upon originals.

Waiver. The performance of any obligation required of a party herein may be waived only by a written waiver signed by the other party, which waiver shall be effective only with respect to the specific obligation described therein.



Entire Agreement. This Agreement, together with the underlying GSA Schedule Contract, Schedule Pricelist, Purchase Order(s), and referenced attachments herein constitute the entire understanding and contract between the Parties.

Amendment. This Agreement, the referenced attachments, and any Statements of Work shall not be modified, amended, or in any way altered except by an instrument in writing signed by the properly delegated authority of each party or as otherwise provided herein. All amendments or modifications of this Agreement or any Statement of Work shall be binding upon the Parties despite any lack of consideration.

Severability of Provisions. In the event any provision hereof is found invalid or unenforceable pursuant to judicial decree, the remainder of this Agreement shall remain valid and enforceable according to its terms.

Relationship of Parties. The Parties intend that the relationship between the Parties created pursuant to or arising from this Agreement is that of an independent contractor only. Neither Party shall be considered an agent, representative, or employee of the other party for any purpose.

Governing Law. Any dispute arising out of or relating to this Agreement or the breach thereof shall be governed by the Federal laws of the United States.

No Third Party Beneficiaries. Nothing in this Agreement is intended to benefit, create any rights in, or otherwise vest any rights upon any third party.

Contra Proferentem. The doctrine of contra proferentem shall not apply to this Agreement. If an ambiguity exists in this Agreement, or in a specific provision, neither the Agreement nor the provision shall be construed against the party who drafted the Agreement or provision.

Force Majeure. Excusable delays shall be governed by FAR 52.212-4(f).

Reserved.

Attorneys' Fees and Costs. In the event of any litigation or arbitration between the Parties in connection with or arising out of this Agreement, or to enforce any right or obligation of either party under this Agreement, or for declaratory judgment, or for the construction or interpretation of this Agreement or any right or obligation under or impacted by this Agreement, neither party shall be entitled to recover attorneys' fees or costs. This provision is specifically agreed upon to encourage good faith resolution of performance or fee issues and to discourage litigation.

Order of Precedence. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, or description of any task, subtask, deliverable, good, service or other work, between the main pages of this Agreement and the attachments, or between the attachments or components thereof, in the absence of an express statement to the contrary, such conflict or inconsistency shall be resolved by giving precedence according to the following order of priority: (i) Purchase Orders, (ii) Quotations; (iii) Statements of Work; and (iv) the main pages of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by a duly authorized officer of each party hereto as of the date first above written.

Sal, Johnson & associates, Inc. d/b/a  
Computing System Innovations

[INSERT END USER NAME]



Contract Holder

By: \_\_\_\_\_

Name: Henry Sal

Title: President

Date:

Address: 791 Piedmont Wekiwa Road  
Apopka, Florida 32703

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date:

Address: \_\_\_\_\_



## DocPanel End User License Agreement

This Platform Subscription Agreement (this “Agreement”) is entered into effective as of the date set forth in the Purchase Order, Statement of Work, or similar document (the “Effective Date”), by and between DocPanel Technologies, Inc., a Delaware corporation (“DocPanel” or “we”), and the Ordering Activity under GSA Schedule contracts identified in the Purchase Order, Statement of Work, or similar document (“Requester”, “Ordering Activity” or “you”), each a “Party” and collectively, the “Parties.”

For good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, the Parties agree as follows:

1. **DEFINITIONS.** The definitions for some of the defined terms used in this Agreement are set forth below. The definitions for other defined terms are set forth elsewhere in this Agreement.

1.1 “Affiliate” means, with respect to any entity, any other entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such entity. The term “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract, or otherwise.

1.2 “Authorized User” means you and any of your users under your direction and control (whether they are employees, consultants, or agents) whom you authorize to access and use the Platform pursuant to the terms and conditions of this Agreement. You are responsible for the acts and omissions of your Authorized Users and any other person who accesses and uses the Platform using any of your or your Authorized Users’ access credentials.

1.3 “Case” means: (i) a Patient radiology report (e.g., CT, MRI, PET, ultrasound, X-ray, etc.); (ii) the relevant clinical history of the Patient, including any necessary prior exams or reports; and (iii) the reasons for the exam and/or specific questions to be answered by the Radiologist, all of which is submitted by your Authorized Users through the Platform for a Radiologist to Read.

1.4 “Confidential Information” means: (i) with respect to DocPanel, the Platform, the Website, and any other non-public information or material regarding our legal or business affairs, financing, customers, properties, pricing, or data; (ii) with respect to you, the Cases, the Patient Data (excluding any De-Identified Data), and any other non-public information or material regarding your legal or business affairs, financing, customers, properties, or data; and (iii) with respect to each Party, the terms and conditions of this Agreement. Notwithstanding any of the foregoing, Confidential Information does not include information which: (a) is or becomes public knowledge without any action by, or involvement of, the Party to which the Confidential Information is disclosed (the “Receiving Party”); (b) is documented as being known to the Receiving Party prior to its disclosure by the other Party (the “Disclosing Party”); (c) is independently developed by the Receiving Party without reference or access to the Confidential Information of the Disclosing Party and is so documented; or (d) is obtained by the Receiving Party without restrictions on use or disclosure from a third party; provided, however, that these exclusions shall not apply to the Cases or Patient Data.

1.5 “De-Identified Data” shall, as set forth in 45 CFR § 164.514, as amended from time to time, mean either (i) health information that a person with appropriate knowledge of and experience with generally accepted statistical and scientific principles and methods for rendering information not individually identifiable: (a) applying such principles and methods, determines that the risk is very small that the information could be used, alone or in combination with other reasonably available information, by an anticipated recipient to identify an individual who is a subject of the information; and (b) documents the methods and results of the analysis that justify such determination; or (ii) health information from which the

1

identifiers of the individual or of relatives, employers, or household members of the individual, as set forth in 45 CFR § 164.514(b)(2), are removed.



1.6 “Destructive Elements” means computer code, programs, or programming devices that are intentionally designed to disrupt, modify, access, delete, damage, deactivate, disable, harm, or otherwise impede in any manner, including aesthetic disruptions or distortions, the operation of the Website or Platform or any other associated software, firmware, hardware, computer system, or network (including, without limitation, “Trojan horses,” “viruses,” “worms,” “time bombs,” “time locks,” “devices,” “traps,” “access codes,” or “drop dead” or “trap door” devices).

1.7 “Patient” means the patient about whom a Case is submitted.

1.8 “Patient Data” means the data about a Patient contained in a Case and a Radiologist’s Reading of the Case (including any Protected Health Information therein).

1.9 “Platform” means our proprietary, cloud-based platform and any related services that provides you and your Authorized Users the ability to submit Cases, a platform by which to Read Cases, a collaboration and ratings engine, and transitional storage.

1.10 “Prohibited Content” means content that: (i) is illegal under Applicable Law (as defined below); (ii) violates any third party’s intellectual property rights, including, without limitation, copyrights, trademarks, patents, and trade secrets; (iii) contains indecent or obscene material; (iv) contains libelous, slanderous, or defamatory material, or material constituting an invasion of privacy or misappropriation of publicity rights; (v) promotes unlawful or illegal goods, services, or activities; (vi) contains false, misleading, or deceptive statements, depictions, or sales practices; or (vii) contains Destructive Elements.

1.11 “Protected Health Information” has the same meaning as the term “protected health information” in 45 CFR § 160.103, limited to the information created or received by DocPanel from or on behalf of Requester.

1.12 “Radiologist” means any radiologist who Reads a Case via the Platform.

1.13 “Read” means a Radiologist’s analysis of the images contained in the Case and preparation and submission (via the Platform) of a report, which shall include, without limitation, the type of exam, clinical history, comparison, technique, findings, and impressions; or an educational report specific to the Case submitted, including answering any specified questions relating thereto.

1.14 “Term” means the period commencing on the Effective Date and ending when this Agreement is terminated in accordance with the terms set forth herein.

1.15 “Third-Party Components” means any components of the Platform that are provided by third parties, including, without limitation, DICOM Grid d/b/a Ambra Health.

1.16 “Website” means any website through which we provide access to the Platform. 2.

## PROVISION OF PLATFORM ACCESS.

2.1 Access. During the Term, we will provide you and your Authorized Users with access to the Platform subject to the terms and conditions of this Agreement. We shall be responsible for hosting the Website, and you shall be responsible for obtaining Internet connections and other third-party software and services necessary for you and your Authorized Users to access the Website.

2

2.2 Modifications; Suspension. We modify the Platform and our Website from time to time by adding or deleting features to improve the user experience. In the event that We delete feature(s) that Ordering Activity has contracted for, Ordering Activity shall be entitled to a pro rata refund for an fees paid and not used.



2.3 Customer Support. Phone support is available from 9:00 AM to 5:00 PM Eastern Standard Time Monday through Friday, excluding US national holidays. We accept support questions twenty-four (24) hours per day, seven (7) days per week via the Platform. Responses to support questions submitted through the Platform are provided during phone support hours only. We attempt to respond to support questions within one (1) business day, although we do not promise or guarantee any specific response time.

#### 2.4 Third-Party Components.

(a) Usage of Third-Party Components. Your use of Third-Party Components, as incorporated into the Platform, may be subject to such Additional Terms, which we shall provide to you in writing. Nothing herein shall bind the Ordering Activity to any Third-Party Component Additional Terms unless the terms are provided for review and agreed to in writing by all parties.

(b) DISCLAIMER REGARDING THIRD-PARTY COMPONENTS. DOCPANEL, NOT BEING THE PROVIDER OR MANUFACTURER OF THE THIRD-PARTY COMPONENTS, NOR THE PROVIDERS' OR MANUFACTURERS' AGENT, MAKES NO EXPRESS OR IMPLIED WARRANTY OF ANY KIND WHATSOEVER WITH RESPECT TO THE THIRD-PARTY COMPONENTS AND DISCLAIMS ANY SUCH WARRANTIES THAT MIGHT OTHERWISE EXIST.

### 3. READING OF CASES; PUBLICITY.

3.1 Submission of Cases. When an Authorized User submits a Case to the Platform, he or she must provide true, accurate, current, and complete information. If you or an Authorized User discover any deficiencies with the information contained in a Case, you or such Authorized Users shall promptly update the Case to ensure that it is true, accurate, current, and complete. The Platform is not intended for emergent, STAT, or life-threatening situations, and you should not submit any such Cases. We have the right to reject any Case that: (i) does not meet the requirements described in this Section; or (ii) contains a technical issue that prevents a proper interpretation to be done (e.g., left out a sequence, too much patient motion, whole body part not included, etc.), each as reasonably determined by DocPanel or any Radiologist, and we shall have no liability to you or any third party as a result of such rejection.

3.2 Case Processing. If a Radiologist takes a Case before 12:00 pm EDT/EST, then such Radiologist shall use commercially reasonable efforts to Read that Case prior to the end of that day. If a Radiologist takes a Case after 12:00 pm EDT/EST, then such Radiologist shall use commercially reasonable efforts to Read that Case prior to the end of the next business day.

3.3 Usage and Distribution of Cases. You may not alter a Radiologist's report in any way. In addition, you may use and make a Radiologist's report available for clinical dissemination and documentation only after it has been approved by such Radiologist as an official preliminary report or a final report. For any Cases Read under the "Rad Professor" service, you acknowledge and agree that Rad Professor is an educational service and reports generated therefrom cannot be made available for clinical dissemination or clinical documentation.

3.4 Provision of Medical Services. You acknowledge and agree that the applicable Radiologist shall be the provider of all medical services with respect to each Case. The Radiologist: (i) is responsible for ensuring that licensed clinical personnel shall be in complete and exclusive control of all medical judgments

3

connected with the Case; (ii) shall be solely responsible for all acts, errors, omissions, and decisions with respect thereto; and (iii) shall at all times be responsible for Reading the Cases in accordance with all Applicable Laws and professional, ethical, and medical standards

3.5 Publicity. During the Term, each Party hereby grants to the other Party a non-exclusive, non-transferable, non-assignable (except upon a permitted assignment of this Agreement) right to reproduce, use, and display such





Party's, trade name, corporate name, or any other proprietary designations (collectively, the "Marks") solely to market, promote, and publicize DocPanel and the Platform to extent permitted by the General Services Acquisition Regulation (GSAR) 552.203-71, provided that all goodwill in and to the Marks shall remain the sole and exclusive property of the granting Party. All such uses of the Marks shall be subject to the prior approval of the granting Party with such approval not to be unreasonably withheld, conditioned, or delayed.

#### 4. FEES AND PAYMENT.

4.1 Payment to DocPanel. The Platform will provide you access to an itemized list of the Cases Read by the Radiologists. You hereby authorize us to invoice the GSA Schedule Contractor on behalf of DocPanel for the applicable Fees based on the rates set forth in the purchase order in accordance with the GSA Schedule Pricelist. You may receive a receipt upon our receipt of payment or you may obtain a receipt from the Platform to track your request. You will keep your contact information, billing information, and credit card information (where applicable) up to date. Changes may be made on your billing page on the Platform.

#### 4.2 Reserved.

#### 5. TERMINATION; SUSPENSION.

5.1 Termination. When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, We shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Office.

5.2 Effect of Termination. Upon termination of this Agreement: (i) we will stop providing you and your Authorized Users access to the Platform, and you will stop all access to and use of the Platform; (ii) we will promptly invoice you, and you shall promptly pay you all unpaid Fees; and (iii) upon written request and subject to Section 6.4, each Party shall either return to the other Party (or, at such other Party's instruction, destroy and provide such other Party with written certification of the destruction of) all documents, computer files, and other materials containing any of such other Party's Confidential Information that are in its possession or control.

5.3 Survival. The following provisions will survive expiration or termination of this Agreement: Section 1 ("Definitions"), Section 3.4 ("Provision of Medical Services"), Section 4 ("Fees and Payment") until you pay all Fees due hereunder, Section 5.2 ("Effect of Termination"), Section 6 ("Confidentiality; Feedback"), Section 7.2 ("Permitted Uses and Disclosures of Patient Data"), Section 8 ("Intellectual Property"), Section 10.4 ("Disclaimer"), Section 11 ("Limitation of Liability"), Section 12 ("Indemnification"), Section 13 ("General Provisions"), and this Section 5.3 ("Survival").

#### 6. CONFIDENTIALITY; FEEDBACK.

4

6.1 Confidentiality. The Receiving Party will: (i) protect the confidentiality of the Disclosing Party's Confidential Information using the same degree of care that it uses with its own confidential information of similar nature, but with no less than reasonable care; (ii) not use any of the Disclosing Party's Confidential Information for any purpose outside the scope of this Agreement; and (iii) not disclose the Disclosing Party's Confidential Information to any party other than its employees, contractors, advisors, and agents, who are bound by obligations of confidentiality as restrictive as those set forth in this Agreement. If the Receiving Party is legally compelled to disclose any of the disclosing Party's Confidential Information, the Receiving Party will provide the Disclosing Party prompt prior written notice of such requirement so that the Disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the terms of this Section. If such protective order or other remedy



is not obtained or the Disclosing Party waives compliance with the provisions of this Section, the Receiving Party may furnish only that portion of the Confidential Information which it is advised by counsel is legally required to be disclosed, and will use its best efforts to insure that confidential treatment shall be afforded such disclosed portion of the Confidential Information. We recognize that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which may require that certain information be released, despite being characterized as “confidential” by the vendor.

6.2 Usage and Disclosure of Cases and Patient Data. Notwithstanding anything to the contrary contained in this Agreement, during the Term (and after the Term in connection with any Cases Read by any Radiologist during the Term), we may: (i) verify the accuracy and completeness of the Cases and the Patient Data; and (ii) use and disclose the Cases to the applicable Radiologists, Patients, and regulators to effect the purposes of this Agreement and/or to comply with Applicable Laws.

6.3 Feedback. During the Term, you may elect to provide us with feedback, comments, and suggestions with respect to the Platform and/or the Website (“Feedback”). You agree that DocPanel shall be free to use, reproduce, disclose, and otherwise exploit any and all such Feedback without compensation or attribution to you. DocPanel acknowledges that the ability to use this Agreement and any Feedback provided as a result of this Agreement in advertising is limited by GSAR 552.203-7.

## 7. PATIENT DATA.

7.1 Privacy of Patient Data. With respect to the Patient Data, each Party shall comply with any applicable state patient privacy laws and with the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act (“HITECH”) and the regulations promulgated thereunder, including those at 45 C.F.R. Parts 160 and 164 (collectively, “HIPAA”).

7.2 Permitted Uses and Disclosures of Patient Data. Except as otherwise limited in this Agreement, DocPanel may: (i) use or disclose Patient Data in connection with the performance of its obligations hereunder, provided that such use or disclosure would not violate Applicable Law; (ii) use Patient Data for the proper management and administration of DocPanel or to carry out the legal responsibilities of DocPanel; (iii) disclose Patient Data for the proper management and administration of DocPanel, provided that disclosures are required by Applicable Law, or DocPanel obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by Applicable Law or for the purpose for which it was disclosed to the person, and the person notifies DocPanel of any instances of which it is aware in which the confidentiality of the information has been breached; (iv) use Patient Data to report violations of law to appropriate federal and state authorities, consistent with 45 C.F.R. §164.502(j)(1); (v) develop De-Identified Data from the Patient Data and aggregate such De-Identified Data into one or more databases that may include De-Identified Data from multiple sources (the “De-Identified Databases”); and (vi) use, maintain, store, modify, enhance, and distribute the De-Identified Databases, or portions thereof, (a) in connection with provision of products and services to current and future customers; (b) marketing programs; (c) product development (including product

5

development with partners) performed in ways that do not identify individual Patients or Requester; and (d) further development of product and service offerings.

7.3 Data Security. Each Party shall employ commercially reasonable physical, administrative, and technical safeguards to secure Patient Data obtained and processed through the Platform from unauthorized use or disclosure.

8. INTELLECTUAL PROPERTY. All right, title, and interest in and to the Platform, the Website, the De-Identified Data, the De-Identified Databases, and data processed through the Platform (other than the Cases and Patient Data), including all modifications, improvements, adaptations, enhancements, or translations made thereto, and all proprietary rights therein, shall be and remain our sole and exclusive property. As between the Parties, all right, title, and interest in and to the Cases and Patient Data (excluding the De-Identified Data) shall be and remain your sole and exclusive property.



## 9. RESTRICTIONS; MONITORING; AND ONBOARDING.

9.1 Restrictions on Use. You and your Authorized Users will not (and will not authorize or knowingly permit any third party to): (i) allow anyone other than Authorized Users to access and use the Platform or the Website; (ii) reverse engineer, decompile, disassemble, or otherwise attempt to discern the source code or interface protocols of the Platform or the Website; (iii) modify, adapt, or translate the Platform or the Website; (iv) make any copies of the Platform or the Website; (v) resell, distribute, or sublicense the Platform or the Website; (vi) remove or modify any proprietary marking or restrictive legends placed on the Platform or the Website; (vii) use the Platform or Website in violation of any Applicable Law or regulation or for any purpose not specifically permitted in this Agreement; (viii) develop a service or program having any functional attributes, visual expressions, or other features similar to those of the Platform; or (ix) introduce or upload to the Platform or the Website any Prohibited Content.

9.2 Monitoring. We have the right to monitor your and your Authorized Users' use of the Website and Platform and compliance with this Agreement. If any such monitoring reveals that you or your Authorized Users are not using the Website or the Platform in compliance with this Agreement, then you will remedy any such non-compliance within five (5) business days of receiving notice from us.

9.3 Onboarding of Authorized Users. Authorized Users must log into the Website. During the initial registration, Authorized User will be prompted to create an account, which includes a sign-in name ("Sign-In Name"), a password ("Password"), and perhaps certain additional information that will assist in authenticating the Authorized User's identity when he or she logs-in in the future ("Unique Identifiers"). When creating the account, Authorized Users must provide true, accurate, current, and complete information. You are solely responsible for the confidentiality and use of Authorized Users' Sign-In Names, Passwords, and Unique Identifiers, as well as for any use, misuse, or communications entered through the Website or the Platform. You will promptly inform us of any need to deactivate a Password or Sign-In Name or change any Unique Identifier. We reserve the right to delete or change Authorized Users' Passwords, Sign-In Names, or Unique Identifiers at any time and for any reason. We will not be liable for any loss or damage caused by any unauthorized use of an Authorized User's account.

## 10. REPRESENTATIONS AND WARRANTIES; DISCLAIMER.

10.1 Mutual Representations, Warranties, and Covenants. Each Party represents, warrants, and covenants to the other Party that: (i) it is duly organized, validly existing, and in good standing under its jurisdiction of organization and has the right to enter into this Agreement; (ii) the execution, delivery, and performance of this Agreement and the consummation of the transactions contemplated hereby are within the corporate powers of such Party and have been duly authorized by all necessary corporate action on the part of such Party, and constitute a valid and binding agreement of such Party; (iii) it has the full power,

6

authority, and right to perform its obligations and grant the rights it grants hereunder; and (iv) that it (and with respect to you, your Authorized Users) shall comply with all applicable statutes, laws, ordinances, rules, and regulations (collectively, "Applicable Laws") in performing its obligations hereunder, including, without limitation, the HIPAA.

10.2 Your Additional Representations, Warranties, and Covenants. You represent, warrant, and covenant that: (i) the Cases and Patient Data, as submitted by you, are correct and complete in all material respects and you have all rights, permissions, consents, and approvals necessary to submit the same via the Platform; (ii) during the Term, you and your Authorized Users shall properly and timely maintain all applicable licenses and credentials, and you will notify us immediately of any material changes thereto or if you or any of your Authorized Users have been fined, sanctioned, or otherwise disciplined by any state, federal, or local regulatory body that has jurisdiction over you, your imaging center, or the practice of medicine; (iii) you agree that as of the Effective Date neither you nor any of your Authorized Users has been listed in the DHHS/OIG List of Excluded Individuals/Entities or the General Services Administration's Listing of Parties Excluded from Federal Procurement and Non-Procurement Programs; and (iv) you agree that you will not knowingly use any individual, corporation, partnership, or association which has been listed in the DHHS/OIG List of Excluded Individuals/Entities or the General Services Administration's Listing



of Parties Excluded from Federal Procurement and Non-Procurement Programs to perform services on your behalf and that you will perform the necessary research to ensure your compliance with this Section 10.2 at least once annually during the Term. You shall immediately notify DocPanel of any changes in the foregoing representations, warranties, and covenants.

10.3 Limited Warranty and Disclaimer. DOCPANEL WARRANTS THAT THE PLATFORM, THE WEBSITE, THEIR COMPONENTS, AND ANY OTHER MATERIALS PROVIDED BY US HEREUNDER WILL, FOR A PERIOD OF SIXTY (60) DAYS FROM THE DATE OF YOUR RECEIPT, PERFORM SUBSTANTIALLY IN ACCORDANCE WITH PLATFORM, THE WEBSITE, THEIR COMPONENTS, AND ANY OTHER MATERIALS PROVIDED BY US HEREUNDER WRITTEN MATERIALS ACCOMPANYING IT. EXCEPT AS EXPRESSLY SET FORTH IN THE FOREGOING, AND EXCEPT AS EXPRESSLY SET FORTH IN SECTION 10.1, THE PLATFORM, THE WEBSITE, THEIR COMPONENTS, AND ANY OTHER MATERIALS PROVIDED BY US HEREUNDER ARE PROVIDED “AS IS” AND “AS AVAILABLE,” AND WE MAKE NO WARRANTIES WITH RESPECT TO THE SAME OR OTHERWISE IN CONNECTION WITH THIS AGREEMENT AND HEREBY DISCLAIM ANY AND ALL EXPRESS, IMPLIED, OR STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AVAILABILITY, ERROR-FREE OR UNINTERRUPTED OPERATION, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. TO THE EXTENT THAT WE MAY NOT AS A MATTER OF APPLICABLE LAW DISCLAIM ANY IMPLIED WARRANTY, THE SCOPE AND DURATION OF SUCH WARRANTY WILL BE THE MINIMUM PERMITTED UNDER SUCH LAW.

11. LIMITATION OF LIABILITY. EXCEPT IN CONNECTION WITH A PARTY’S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, BREACH OF SECTION 6 OR SECTION 7, OR INDEMNIFICATION OBLIGATIONS OR YOUR BREACH OF SECTION 9.1 OR SECTION 10.2: (I) IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY (OR ANY OTHER PARTY CLAIMING RIGHTS THROUGH SUCH OTHER PARTY) FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, LOST REVENUES OR PROFITS) ARISING FROM OR RELATING TO THIS AGREEMENT, REGARDLESS OF WHETHER SUCH PARTY WAS ADVISED, HAD OTHER REASON TO KNOW, OR IN FACT KNEW OF THE POSSIBILITY THEREOF; AND (II) EACH PARTY’S AGGREGATE LIABILITY FOR DIRECT DAMAGES UNDER THIS AGREEMENT WILL NOT EXCEED THE FEES PAID TO DOCPANEL BY YOU HEREUNDER. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO (1) PERSONAL INJURY OR DEATH

7

RESULTING FROM LICENSOR’S NEGLIGENCE; (2) FOR FRAUD; OR (3) FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW.

## 12. INDEMNIFICATION.

12.1 Indemnification by DocPanel. Subject to Section 12.2, we will have the right to intervene to defend, indemnify, and hold harmless you and your Authorized Users, officers, directors, managers, and employees from any and all losses, liabilities, costs, and expenses, including reasonable attorneys’ fees (collectively, “Losses”) incurred by such parties in connection with any third-party action, claim, or proceeding (each, a “Claim”) arising from: (i) our gross negligence or willful misconduct; (ii) our breach of this Agreement; or (iii) use of the Platform and/or the Website in accordance with this Agreement infringing or misappropriating any third-party copyrights or trade secrets; provided, however, that the foregoing obligations shall be subject to your: (a) promptly notifying us of the Claim; (b) providing us, at our expense, with reasonable cooperation in the defense of the Claim; and (c) providing us with control over the defense and negotiations for a settlement or compromise of the Claim. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice’s right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute 28 U.S.C. §516.

12.2 Exceptions to Our Indemnification Obligations. We are not obligated to indemnify, defend, or hold you or any third party harmless hereunder to the extent: (i) the Claim arises from or is based upon your or your



Authorized Users' use of: (a) the Platform and/or the Website not in accordance with this Agreement; or (b) any unauthorized modifications, alterations, or implementations of the Platform and/or the Website made by you or at your request (other than by us); (ii) the Claim arises from use of the Platform and/or the Website in combination with unauthorized modules, apparatus, hardware, software, or services not supplied or specified in writing by us; or (iii) the Claim arises from any use of the Platform and/or the Website for which they were not designed.

12.3 Infringement Claims. In the event that we reasonably determine that the Platform and/or the Website is likely to be the subject of a Claim of infringement or misappropriation of third-party rights, we shall have the right (but not the obligation), at our own expense and option, to: (i) procure for you the right to continue to use the Platform and/or the Website as set forth hereunder; (ii) replace the infringing components of the Platform and/or the Website with other components with the equivalent functionality; or (iii) suitably modify the Platform and/or the Website so that it is non-infringing and functionally equivalent. If none of the foregoing options are available to us on commercially reasonable terms, we may terminate this Agreement without further liability to you. This Section 12.3, together with the indemnity provided under Section 12.1, states your sole and exclusive remedy, and our sole and exclusive liability, regarding infringement or misappropriation of any intellectual property rights of a third party.

12.4 Reserved.

### 13. GENERAL PROVISIONS.

13.1 Non-Circumvention. During the Term and for two (2) years thereafter, you will not circumvent DocPanel by contracting, either directly or indirectly, with any Radiologist listed on the Platform; provided that solicitations and subsequent hirings initiated through general newspaper or website advertisements and other general circulation materials not directly targeted at such individuals shall not be deemed solicitations in violation of this sentence.

13.2 Assignment. Neither Party may assign or otherwise transfer any of its rights or obligations under this Agreement without the prior, written consent of the other Party. Any assignment or other transfer in violation of this Section will be null and void. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of the Parties hereto and their permitted successors and assigns.

8

13.3 Waiver. No failure or delay by either Party in exercising any right or remedy under this Agreement shall operate or be deemed as a waiver of any such right or remedy.

13.4 Governing Law. This Agreement shall be governed by and construed in accordance with the Federal laws of the United States.

13.5 Reserved.

13.6 Notices. All notices required under this Agreement (other than routine operational communications) must be in writing in one of the following forms. Notices shall be effective upon: (i) actual delivery to the other Party, if delivered in person, or by facsimile, or by e-mail (other than notices under Section 5.1, which may not be made via e-mail), or by national overnight courier; or (ii) five (5) business days after being mailed via U.S. postal service, postage prepaid.

13.7 Independent Contractors. The Parties are independent contractors. Neither Party shall be deemed to be an employee, agent, partner, joint venturer, or legal representative of the other for any purpose, and neither shall have any right, power, or authority to create any obligation or responsibility on behalf of the other.

13.8 Severability. If any provision of this Agreement is found invalid or unenforceable by a court of competent jurisdiction, that provision shall be amended to achieve as nearly as possible the same economic effect as the original provision, and the remainder of this Agreement shall remain in full force and effect. Any provision of



this Agreement, which is unenforceable in any jurisdiction, shall be ineffective only as to that jurisdiction, and only to the extent of such unenforceability, without invalidating the remaining provisions hereof.

13.9 Force Majeure. Excusable delays shall be governed by FAR 52.212-4(f).

13.10 Third-Party Beneficiaries. The Parties hereby agree that the licensors of the Third-Party Components are express, intended third-party beneficiaries under this Agreement with respect to their intellectual property rights. Except as set forth in the immediately prior sentence and in Section 12.1 and Section 12.4, there are no other third-party beneficiaries under this Agreement.

13.11 Complete Understanding. If purchases are made through a reseller, this Agreement is the complete and exclusive statement of the mutual understanding of Licensor and Customer as it relates to the licensing of the software and supersedes and cancels all previous written and oral agreements and communications between Licensor and Customer relating to the subject matter of this Agreement. Nothing in this Agreement modifies any terms and conditions between the Customer and any prime contractor under which the Licensor's Products were ordered. If purchases are made directly with the original manufacturer, this Agreement, together with the underlying GSA Schedule Contract, Schedule Pricelist, and Purchase Order(s), sets forth the entire agreement and understanding of the Parties relating to the object hereof and merges all prior discussions and agreements of the matter hereof between them.

13.12 Counterparts. This Agreement may be executed in counterparts (which may be exchanged by facsimile or PDF), each of which will be deemed an original, but all of which together will constitute the same Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

DOCPANEL TECHNOLOGIES, INC. REQUESTOR

By: \_\_\_\_\_ Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_ Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

\_\_\_\_\_



Appendix A  
Rate Card



10

<i>DocPanel Standard Rate Sheet</i>	
<i>Modality</i>	<i>Rate Per Case</i>

DOCPANEL TECHNOLOGIES, INC.

By: \_\_\_\_\_ Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

\_\_\_\_\_

REQUESTER

By: \_\_\_\_\_ Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

\_\_\_\_\_



## Ensocare End User License Agreement

These terms and conditions constitute an integral part of the agreement between TwilightLiving.com, Inc. d/b/a Ensocare (“Ensocare”) and the purchaser described in the Contract Specifics (the “Purchaser”). Ensocare shall not be bound by, and specifically objects to, any terms, conditions or other provisions which are different from or in addition to the provisions of this Agreement which are proffered by Purchaser in any purchase order, receipt, acceptance, confirmation, correspondence or otherwise (even if provided to Ensocare concurrently with this Agreement) unless Ensocare specifically agrees to any such provision in writing signed by Ensocare. Neither Ensocare’s lack of objection to any such terms, nor the provision by Ensocare of any Services to the Purchaser, shall constitute the agreement of Ensocare to such terms.

1. Definitions. When used herein, the following terms shall have the following meanings:

“Additional Fees” means any fees payable by Purchaser, other than Subscription Fees and Implementation Services Fees, including fees for Custom Services, as identified in the Contract Specifics.

“Agreement” means the Contract Specifics, these General Terms and Conditions, and all schedules, exhibits and appendices hereto or thereto, as may be amended or substituted from time to time.

“Annual License Fees” means the annual licensing fees payable for use of the Licensed Software as set forth in the Contract Specifics.

“Confidential Information” means (a) any information concerning the other party’s software and documentation and all other tangible, intangible, visual, electronic, written, oral, present or future information such as (i) trade secrets, (ii) financial information and pricing, (iii) technical information such as research, development procedures, algorithms, data, designs, and know-how, (iv) individually identifiable patient information, (v) business information such as operations, planning, marketing interests, pricing and products, and (vi) Identified Facility and third party supplier information, including but not limited to, customer lists and all related information; and (b) Licensed Software and related technology, source code and Documentation.

“Contract Specifics” means the Contract Specifics to which these General Terms and Conditions are attached.

“Custom Services” means any services to be provided by Ensocare in addition to Implementation Services and Support Services as described in the Contract Specifics.

“Damages” means all claims, damages, costs, expenses and reasonable attorney fees.

“Documentation” means in digital, printed or other form, the technical, user and reference manuals, notes, instructions and summaries, technical release notes, specification and any other supporting documentation related to the Licensed Software.

“Effective Date” means the date of First Productive Use.

“Facility Downtime” means downtime, failure, disruption or interruption in the Hosted Services solely caused by or attributable to Purchaser or any Identified Facility including, without limitation, failure, interruption or disruption attributable to the actual or attempted acts or omissions of Purchaser’s or any Identified Facility’s (i) employees or (ii) independent contractors or agents or technical





failure of Purchaser's or any Identified Facility's telephone, computer, connectivity or any other equipment.

"First Productive Use" or "FPU" means the date that Implementation Services are complete and the Identified Facilities have live access to the Licensed Software.

1 \_\_\_\_\_ Initial

"HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and regulations thereunder.

"Identified Facility" or "Identified Facilities" means a facility or facilities for which Ensocare is to be implemented as identified by Purchaser and included in Contract Specifics.

"Implementation Services" means those services identified on Schedule 2.

"Implementation Services Fees" means fees payable for Implementation Services, as set forth in the Contract Specifics.

"Implementation Start Date" – see Contract Specifics.

"Indemnified Party" means a party seeking indemnification under Section 12.

"Indemnifying Party" means a party obligated to indemnify under Section 12.

"Initial Term" – see Contract Specifics.

"Launch Date" means the date that Implementation Services are complete and the Identified Facilities have live access to the Licensed Software.

"Licensed Software" means the software described on Schedule 1. Licensed Software shall include Documentation and New Releases.

"New Releases" means corrections, modifications, enhancements, patches, interfaces, and methodology standards updates to the Licensed Software and Documentation that are provided to Purchaser as part of the Support Services. In no event shall a New Release result in a material overall decrease in the Licensed Software functionality provided to Purchaser or an Identified Facility, without first notifying the Purchaser, or by request of the Purchaser.

"Scheduled Maintenance" means regularly scheduled downtime to Licensed Software during which Ensocare performs System Upgrades or other systems servicing to the Licensed Software.

"Secretary" means the Secretary of the Department of Health and Human

Services. "Services" means, collectively, the Support Services and

Implementation Services.

"Subscription Fee" means the Annual License Fees which are the annual licensing fee payable for use of the Licensed Software. The initial Subscription Fee is set forth in the Contract Specifics as the Annual License Fees.



“Support Services” means those services identified on Schedule 3.

“System Upgrades” means system upgrades, software patches or similar updates to the Licensed Software.

“Term” means the term of this Agreement, including the Initial Term and any renewal terms.

2. License Grant. Subject to the terms of this Agreement, Ensocare grants to the Purchaser a nonexclusive, nonassignable license to use the Licensed Software at the Identified Facilities. Purchaser may not (a) use the Licensed Software for any purpose, at any location or in any manner not specifically authorized by this Agreement, (b) create or recreate the source code for the Licensed Software, or re engineer, reverse engineer, decompile, copy or disassemble the Licensed Software, (c) modify, adapt, translate or create derivative works based upon the Licensed Software, (d) refer to or otherwise use the Licensed Software as part of any effort to develop a program having any functional attributes, visual

2 \_\_\_\_\_ Initial

expressions or other features similar to those of the Licensed Software to compete with Ensocare, or (e) remove, erase or tamper with any copyright or other proprietary notice printed or stamped on, affixed to, or encoded or recorded in the Licensed Software or Documentation or fail to preserve all copyright and other proprietary notices. No right or license shall be implied other than the rights and licenses expressly granted in this Agreement. Ensocare shall retain all ownership right, title, and interest in the Licensed Software, subject only to the rights and licenses granted herein. Purchaser may make copies of the Documentation for use and distribution in accordance with the terms of this Agreement.

3. Documentation. Each time material modifications are made to the Licensed Software, Ensocare will make available to Purchaser electronic updates to the Documentation at the website set forth in the Contract Specifics. If Purchaser continues to use the Licensed Software and makes no objections to the changes in the Documentation within ten (10) days of posting all changes and updates shall be deemed accepted. A user name and password will be provided to Purchaser within thirty (30) days of this Agreement to access the applicable Documentation.

4. Support Services; Changes to Licensed Software. During the Term, Ensocare will provide Support Services for the Licensed Software. Ensocare may in its sole discretion discontinue, modify or replace the Licensed Software; provided, however, Ensocare will provide a minimum of one hundred eighty (180) days prior written notice to Purchaser of its intent to discontinue the Licensed Software or Support Services and a minimum of sixty (60) days prior written notice of its intent to replace or materially modify the Licensed Software or Support Services. Notwithstanding the foregoing, if Ensocare discontinues the Licensed Software and Purchaser is not then in default under this Agreement, Ensocare agrees, during the Term, to either (a) provide Support Services for any discontinued Licensed Software for a minimum of two (2) years from the notice date or (b) replace the Licensed Software for Implementation Fees only, with a functionally equivalent software product. Purchaser agrees and acknowledges it shall pay to Ensocare the annual Support and Maintenance Fee for any continued Support Services in connection with Changes to Licensed Software or replacement of the Licensed Software under this Section 4.

5. Implementation Services; Purchaser Responsibilities. Ensocare will provide Implementation Services to the Purchaser and the Identified Facilities. With respect to Implementation Services, Purchaser and the Identified Facilities agree to provide administrative support during post-acute provider meetings to reinforce the intent of Purchaser and the Identified Facilities to exclusively use the Licensed Software. In addition, Ensocare will be provided with reasonable access to discharge planners at the Identified Facilities for the purpose of shadowing, process analysis and training. Purchaser and the Identified Facilities are responsible for ensuring appropriate hardware and applications for access to the Licensed Software are available.



6. Fees and Expenses; Taxes.

6.1 Implementation Services. The Implementation Services Fees shall be as set forth in the Contract Specifics and shall be payable as set forth therein.

6.2 Additional Fees. Any Additional Fees shall be as set forth in the Contract Specifics and shall be payable as set forth therein.

6.3 Expenses. Except for the expenses set forth in Section 6.2 of this Agreement, neither party will reimburse the other for expenses unless incurred at the written request of the other party. Any such expenses must be authorized in advance by the other party, reasonably incurred and documented.

6.4 Taxes.

6.5 Late Payment.

3 \_\_\_\_\_ Initial  
7. Term; Termination.

7.1 Term. The Initial Term of this Agreement shall be as set forth in the Contract

Specifics. 7.2 Termination for Cause.

7.3 Termination for Medicare Exclusion.

7.4 Effect of Expiration and Termination. Termination of this Agreement is without prejudice to any other right or remedy of the parties. Termination of this Agreement for any cause does not release either party from any liability (a) which at the time of termination, has already accrued to the other party, including any undisputed fees owed to Ensocare, (b) which may accrue in respect of any act or omission prior to termination, or (c) from any obligation which is expressly stated to survive termination.

8. Representations and Warranties of Ensocare. Ensocare represents and warrants as follows:

8.1 Functionality. The Licensed Software will perform without material error in accordance with the Documentation and any specifications provided by Ensocare for a period of six (6) months from the Launch Date. In the event of any alleged breach of this warranty, Purchaser shall notify Ensocare in writing of the same and Ensocare will repair or replace the failing item of Licensed Software so that it performs in accordance with such warranty. If however, after repeated efforts (not to exceed thirty (30) days), Ensocare is unable to repair or replace the failing item of Licensed Software so that it performs in accordance with such warranty, Purchaser may, at Ensocare's expense, return the failing item of Licensed Software and all related Licensed Software and receive a refund of all Subscription Fees paid hereunder during the time the error has occurred.

8.2 Documentation. The Documentation will set forth the features and functionality of the Licensed Software and will describe in sufficient detail the procedures for operating the Licensed Software.

8.3 Virus Warranty. The Licensed Software will not contain any viruses or other malicious computer instructions, devices, or techniques that can or were designed to threaten, infect, damage, disable, or shut down the Licensed Software. In addition, Ensocare warrants that it routinely performs anti-virus checks



using commercially accepted anti-virus software. If the Licensed Software receives a virus of any kind, Ensocare will use commercially reasonable best efforts to disable or eradicate the virus from the Licensed Software.

8.4 Compliance with Laws. Ensocare shall comply, at Ensocare’s expense, with all federal, state, and local statutes, regulations, rules, ordinances and orders of any governmental body or agency which apply to the Licensed Software, the Services or result from Ensocare’s obligations under this Agreement.

8.5 Services Warranty. All Services will be performed (a) in a competent, workmanlike and professional manner by personnel with sufficient training and experience commensurate with their roles to provide the services in the manner and time required, and (b) according to the description for such Services set forth in the schedules hereto or in this Agreement.

9. Disclaimer of Warranties. EXCEPT FOR THE WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT AND TO THE GREATEST EXTENT ALLOWED BY LAW, ENSOCARE EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS, EITHER EXPRESS OR IMPLIED, WITH REGARD TO THE LICENSED SOFTWARE, DOCUMENTATION, AND SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR USE OR PURPOSE, TITLE, AND NON INFRINGEMENT. IN ADDITION, ENSOCARE IS A COMMUNICATION ENGINE BETWEEN IDENTIFIED FACILITIES, PATIENTS, THEIR FAMILIES, AND OTHER HEALTH CARE AND

4 \_\_\_\_\_ Initial

COMMUNITY SERVICE PROVIDERS. ENSOCARE EXPRESSLY DOES NOT RECOMMEND, GUARANTEE THE WORK PRODUCT OF, OR ADVOCATE ANY PROVIDER OR PARTY.

10. Confidential Information.

10.1 General. Each party acknowledges that while performing its obligations under this Agreement it may have access to Confidential Information of the other party. Each party will keep Confidential Information of the other confidential in the strictest confidence and will only use such Confidential Information to perform its obligations under this Agreement. Each party will use the same

degree of care to protect the other party’s Confidential Information that it uses to protect its own like information, but in no event less than a reasonable degree of care. The receiving party will only allow access to its employees and agents who have a need to know and who are under written confidentiality obligations substantially similar to those described in this Section 10.1. Except as necessary to perform the terms of this Agreement, upon termination of this Agreement, or upon written request, each party will return or destroy all Confidential Information of the other party.

10.2 Exceptions. The obligations in Section 10.1 do not apply to information that is (a) rightfully known to the recipient prior to receipt from the disclosing party, (b) independently developed by the recipient without any reliance on Confidential Information of the disclosing party, (c) part of the public domain, or (d) is lawfully obtained by the recipient from a third party not under an obligation of confidentiality. The recipient will not be liable for disclosure of Confidential Information which is required to be disclosed by law or legal process, so long as the recipient notifies the disclosing party, provides it with an opportunity to object and uses reasonable efforts to cooperate with the disclosing party in limiting disclosure.

11. Individually Identifiable Health Information. Each party agrees to maintain the privacy and security of any individually identifiable patient health information received from or created for the other in accordance with all relevant state and federal laws and regulations, including, but not limited to, the privacy and security standards of HIPAA set forth at 45 CFR parts 160, 162 and 164 and the Health Information Technology for Economic and Clinical Health Act of 2009 and its implementing regulations (collectively, “HITECH”), and agrees to take such actions as are necessary and appropriate in connection therewith including, but not limited to, executing a HIPAA business associate agreement if applicable.

## 12. Indemnification.

12.1 Ensocare Indemnification. Ensocare will indemnify, defend to the extent permitted by 28 U.S.C. 516 and hold harmless the Purchaser and its directors, officers, agents, employees and licensees (each, a “Purchaser Indemnitee”) from and against all Damages arising out of a claim by a third party against a Purchaser Indemnitee resulting from: (a) the Licensed Software or Services unless (i) such breach arises out of Purchaser’s or any Identified Facility’s acts or omissions, (ii) such breach arises out of any misuse by Purchaser or any Identified Facility of the Licensed Software or Services, (iii) such breach would have been avoided if Purchaser had implemented an update of the Licensed Software as provided by Ensocare, (iv) such breach was caused a modification or alteration by Purchaser, or (v) such breach was caused by the combination of the Licensed Software with any unauthorized software; (b) any negligent act or omission or intentional misconduct of Ensocare; (c) violations of applicable laws by Ensocare; and (d) claims by Ensocare personnel or any government agency related to the payment of employment taxes and benefits in connection with the performance of its obligations by Ensocare personnel or subcontractors under this Agreement.

12.2 Intellectual Property Infringement Indemnification. Ensocare will indemnify, defend to the extent permitted by 28 U.S.C. 516 and hold harmless the Purchaser Indemnitees from and against all Damages arising out of any claim that the use of any of the Licensed Software constitutes an infringement, misappropriation or other violation of any patent, trademark, copyright, trade secret, or other intellectual

5 \_\_\_\_\_ Initial  
property right of a third party unless such claim arises out of Purchaser’s or Identified Facility’s (a) failure to implement an update of the Licensed Software as provided by Ensocare, (b) modification or alteration of the Licensed Software or (c) unauthorized use of the Licensed Software (including without limitation use of the Licensed Software in combination with any unauthorized software). If Purchaser’s right to use the Licensed Software is enjoined, Ensocare will (i) replace the Licensed Software with a functionally equivalent, non-infringing product; or (ii) modify the Licensed Software so it becomes non-infringing and functionally equivalent.

12.4 Indemnification Procedures. Upon becoming aware of any claim which may be subject to the indemnification provisions of Section 12.1, 12.2 or 12.3, the Indemnified Party must give prompt written notice of such claim to the Indemnifying Party, accompanied by copies of any written documentation regarding the claim received by the Indemnified Party. The Indemnifying Party shall compromise or defend to the extent permitted by 28 U.S.C. 516, at its own expense and with its own counsel, any such claim. The Indemnified Party will have the right, at its option, to participate in the settlement or defense of any such claim, with its own counsel and at its own expense; provided, however, that the Indemnifying Party will have the right to control such settlement or defense. The Indemnifying Party will not enter into any settlement that imposes any liability or obligation on the Indemnified Party without the Indemnified Party’s prior written consent. The parties will cooperate in any such settlement or defense and give each other full access to all relevant information, at the Indemnifying Party’s expense.



13. Limitation of Liability. NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR (A) CONSEQUENTIAL, INCIDENTAL, INDIRECT OR PUNITIVE DAMAGES FOR ANY CAUSE OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE OR (B) ANY AMOUNT IN EXCESS OF ALL AMOUNTS PAID BY PURCHASER TO ENSOCARE PURSUANT TO THIS AGREEMENT OVER THE PRECEDING TWELVE (12) MONTHS. Consequential, incidental and indirect damages include, but are not limited to, lost profits, lost revenue and loss of business opportunity, whether or not the other party was aware or should have been aware of the possibility of these damages.

This clause shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Government Contract under any federal fraud statute, including the False Claims Act, 31 U.S.C. §§ 3729-3733.

14. Miscellaneous.

14.1 Notices. All notices and other communications required or permitted to be given hereunder shall be in writing and shall be considered given and received when (a) personally delivered to the party, (b) delivered by courier, (c) delivered by facsimile or (d) deposited in the United States mail, postage prepaid, return receipt requested, properly addressed to a party at the following address, or at such other address as such party shall have specified by notice given in accordance with the provisions hereof:

In the case of Ensocare:

13808 F Street  
Omaha, NE 68137  
Attention: President  
Fax: (402) 330-8261

With a copy to:

Husch Blackwell LLP  
Attn: John A. Menicucci, Jr., Esq.  
13330 California Street, Suite 200  
Omaha, NE 68154  
Fax: (402) 964-5050

In the case of Purchaser:

6 \_\_\_\_\_ Initial  
See Contract Specifics

14.2 Assignment. Neither party may assign any of its rights or this Agreement or delegate any of its obligations to any party without the consent of the other. This Agreement is binding upon and enforceable by each party's permitted successors and assignees.

14.3 Independent Contractor. Ensocare and Purchaser intend at all times to be independent contractors. Neither party is an employee, joint venturer, agent or partner of the other, nor is either party authorized to assume or create any obligations or liabilities, express or implied, on behalf of or in the name of the other. The employees, methods, facilities and equipment of each party shall at all times be under the exclusive direction and control of that party.

14.4 Governing Law; Disputes. This Agreement will be governed by, construed, interpreted and enforced in accordance with the federal laws of the United States, without regard to conflict of laws principles.

14.5 Waiver. All waivers to any terms and conditions of this Agreement (or any rights, powers or remedies under it) by either party must be in writing in order to be effective. No waiver granted with respect to one matter or incident will be construed to operate as a waiver with respect to any different or subsequent matter or incident.

14.6 Severability. If any provision of this Agreement shall, for any reason, be found to be unenforceable or illegal, this Agreement shall remain in full force and effect, except for the unenforceable or illegal provision.

14.7 Survival. Any provision of this Agreement, which by its nature or terms extends beyond the termination or expiration of this Agreement, shall remain in effect until fulfilled and apply to respective successors and assigns.

14.8 Force Majeure. In the event of a force majeure condition, including but not limited to fires, acts of God, terrorist attacks, labor disputes, the party whose performance is restricted shall be excused from such performance and shall commence performance when such force majeure is removed. The foregoing shall not apply to any payment obligation of Purchaser hereunder.

14.9 Remedies. All rights and remedies of the parties, under this Agreement, in law or at equity, are cumulative and may be exercised concurrently or separately. The exercise of one remedy will not be an election of that remedy to the exclusion of other remedies.

14.10 Availability of Records. Until the expiration of four (4) years after the furnishing of services under this Agreement, Ensocare agrees that the Secretary and the Comptroller General of the United States, or the designee or duly authorized representative of either of them, shall have access to all books and records of Ensocare pertaining to the subject matter of this Agreement and the provision of services under it, in accordance with the criteria presently or hereafter developed by the Department of Health and Human Services as provided in Section 952 of the Omnibus Reconciliation Act of 1980. Upon request of the Secretary, the Comptroller General, or the designee or authorized representative of either of them, Ensocare shall (at reasonable times and places during normal business hours) make available this Agreement, and all books, documents and records of Ensocare that are necessary to verify the nature and extent of the costs of the services provided by Ensocare furnished in connection with this Agreement. Notwithstanding the foregoing provisions, the access to the books, records and documents of Ensocare and any related organization provided for herein shall be discontinued and become null and void upon a finding by a court or quasi-judicial body of competent jurisdiction that this Agreement is outside the scope of the regulatory or statutory definition of those contracts and agreements included within the purview of Section 952 of the Omnibus Reconciliation Act of 1980 or the rules and regulations promulgated thereunder. If Ensocare carries out any of the duties of this Agreement through an approved subcontractor, with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period, with a

7 \_\_\_\_\_ Initial

related organization, such subcontract shall contain a similar clause. Any correspondence, filings, notices or other document sent to the Attorney General of any state or any Federal Agency or the Solicitor General or Attorney General of the United States concerning the Services provided under this Agreement shall be filed concurrently with Purchaser.

14.11 Publicity. Ensocare may make a public announcement or other public statement announcing the execution of this Agreement, which identifies the Purchaser and Identified Facilities. Such announcement or statement may not disclose the value or other terms and conditions of this Agreement. Except as otherwise expressly provided in this Agreement, no right, express or implied, is granted by either party to the other party to use, in any manner or fashion, any logo, trade name, trademark or service mark of such party.



14.12 Entire Agreement; Modifications. This Agreement may not be amended, modified, qualified or otherwise changed or altered except in writing executed by an authorized signatory of each party hereto.

14.13 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument. The parties agree that they may execute this Agreement and exchange counterparts of this Agreement by means of facsimile transmission or electronic mail, the receipt of such executed counterparts shall be binding on the parties to this Agreement and such executed counterparts shall be construed as originals

8 \_\_\_\_\_ Initial

SCHEDULE 1 TO ENSOCARE LICENSE AND SERVICES

AGREEMENT LICENSED SOFTWARE

Ensocare Transition Solution

Ensocare Transition is a comprehensive web-based transitional care program that is used today by hospitals, physicians, and post-acute care providers. It connects hospital personnel with more than





80,000 providers, considering a patient's clinical needs and quality of life wants, with matching skilled nursing facilities, assisted living, home health, home care, hospice, durable medical equipment and long term care facilities. Ensocare Transition can provide reduced length of stay, improved time to discharge, and improved patient and staff satisfaction.

Ensocare Transition guides the social worker/care manager/discharge planner through the post-acute placement process and then sends electronic referral information to any planner-selected post-acute providers for referral acceptance. Once alerted, via email, text or pager, the post-acute providers log into a HIPAA secure site to review relevant patient information and inform the hospital of its ability to take a particular patient or to request additional information.

Ensocare Transition also facilitates engagement for families with loved ones who can no longer live at home alone. Ensocare's family resources can be embedded in an organization's website and customized to reflect the organization's brand. These programs allow families to explore the various types of post-acute care and understand why a particular level of care might be most appropriate. Additionally, patients and families can search for care providers on their own speeding the referral process and helping to reduce length of stay.

EXCEPT FOR THE WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT AND TO THE GREATEST EXTENT ALLOWED BY LAW, ENSOCARE EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS, EITHER EXPRESS OR IMPLIED, WITH REGARD TO THE LICENSED SOFTWARE, DOCUMENTATION, AND SERVICES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR USE OR PURPOSE, TITLE, AND NON-INFRINGEMENT.

\_\_\_\_\_  
Initial

SCHEDULE 2 TO ENSOCARE LICENSE AND SERVICES  
AGREEMENT IMPLEMENTATION SERVICES

1. Scope of Implementation Services:

Ensocare will provide implementation and launch services to support the Purchaser and Identified Facilities to use the Licensed Software in accordance with the Agreement. Specifically, Ensocare will be responsible for the following:

- Oversight and scheduling of meetings to support data feeds to the Licensed Software (optional).
- Assessment of existing post-acute discharge process and workflow to support transition of Ensocare workflow as it relates to the Purchaser or Identified Facility
- Reporting that will provide post-acute discharge patterns to help Purchaser look at future needs and process improvements
- Support customized quick search to support the Purchaser or Identified Facility conditions and/or minor changes to accommodate special requirements in process (major changes in the Licensed Software may be subject to additional charge)
- Comprehensive outreach to local post-acute provider network to inform them of the new discharge process
- Planning, coordination, and execution of a meeting or series of meetings at Identified Facilities to train post-acute providers in the use of an electronic system for post-acute discharge referrals
  - Training for personnel of the Identified Facility on how to use the Licensed Software
  - Follow-up visits for up to six (6) months after the go-live date to measure productivity improvements and provide additional training as needed
- Twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year customer support for post-acute providers receiving referrals through the electronic discharge process
- Customer support service center that monitors discharge referral status and works to ensure a rapid, accurate post-acute provider response

2. Duration of Implementation Services:

Implementation Services are estimated to be completed within [5-8] weeks of the Implementation Start Date. (dependent on Purchaser and Identified Facility resources)

3. Deliverables:

Purchaser will receive the following deliverables during or upon the completion of Implementation Services:

- Written assessment of existing post-acute discharge process at Identified Facilities, highlighting areas of possible improvement and opportunities for cost and/or time savings with respect to the implementation of Ensocare
- Access to the Licensed Software on the Launch Date with all post-acute providers used by the Identified Facility in the last two (2) years, and approved by the Identified Facility, available in the Licensed Software
  - Customized speed search capabilities in the Licensed Software for ease-of-use
  - Full post-acute provider list of those who attended the post-acute provider meeting(s) during the implementation process
  - 800 phone number for customer support
  - Review of utilization reports



- Transition from Implementation Services to Customer Relationship Manager for ongoing support needs

\_\_\_\_\_  
 Initial

### SCHEDULE 3 TO ENSOCARE LICENSE AND SERVICES

#### AGREEMENT SUPPORT SERVICES

Ensocare will provide on-going maintenance services, including but not limited to all New Releases and related Documentation. New Releases will be provided promptly upon their commercial release in a mutually agreed upon format.

Ensocare shall be responsible for providing twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year, first, second and third line support directly to the Identified Facilities for the Licensed Software.

As part of the Support Services provided by Ensocare, Ensocare may provide New Releases to the Licensed Software and Ensocare will use commercially reasonable efforts to notify Purchaser prior to implementing the New Releases.

Hosted Services: Ensocare will provide Purchaser and Identified Facilities with: (i) access to a web portal or the website with password protected access to Ensocare’s applications subscribed to by the Purchaser and covered by this Agreement; (ii) servers and software that are configured to run the Licensed Software, (iii) bandwidth from the hosted site to the Internet, and (iv) system management operations, including system monitoring and maintenance (the “Hosted Services”).

Hosted Availability: Ensocare will use reasonable commercial efforts to ensure the Licensed Software is available to the Internet for use by Purchaser and Identified Facilities, 99.0% of the time, excluding any outages on account of or caused by any Facility Downtime, any Scheduled Maintenance or any Force Majeure event.

“Facility Downtime” means downtime, failure, disruption or interruption in the Hosted Services solely caused by or attributable to Purchaser or any Identified Facility including, without limitation, failure, interruption or disruption attributable to the actual or attempted acts or omissions of Purchaser’s or any Identified Facility’s (i) employees or (ii) independent contractors or agents or technical failure of Purchaser’s or any Identified Facility’s telephone, computer, connectivity or any other equipment.

“Scheduled Maintenance” means regularly scheduled downtime to Licensed Software during which Ensocare performs System Upgrades or other systems servicing to the Licensed Software.

“System Upgrades” means system upgrades, software patches or similar updates to the Licensed Software.

“Force Majeure Event” means acts of God, fire, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations, utility or communication interruptions.

Ensocare will use reasonable commercial efforts to coordinate Scheduled Maintenance and between 10:00 PM Central Time Wednesday evenings to 3:00 AM Central Time Thursday mornings. Ensocare



will use reasonable commercial efforts to coordinate with Purchaser regarding the scheduling of any emergency maintenance.

Hosted Initiation Services: Prior to the delivery of the Hosted Services, Ensocare will be responsible for procuring and providing the required hardware and any required third party software for the Licensed Software to perform according to published specifications through the appropriate web services. Additionally, Ensocare will configure the server(s), configure the server operating system, install and configure all other embedded third party software, set up servers on Ensocare’s network, and assist in establishing communications between the servers on the Ensocare network and Ensocare’s applications.

Initial

Network Security: Ensocare will provide the following security provisions: (i) commercially available firewall solutions, (ii) SSL line encryption for all browsers, (iii) a password protected application, (iv) network security provided by trained firewall support staff only, (v) regular reviews of web server logs for unauthorized attempted access, and (vi) regular review of domain security logs.

Hosted Administration: Ensocare will provide the following Hosted Support to ensure the maintenance and administration of the Licensed Software: (i) physical and logical organization and structure of the database, application, and system files, (ii) application and tracking of latest OS patches, (iii) configuration change and tracking, and (iv) monitoring of systems and servers.

Defect Correction Services: During the Term of this Agreement, Ensocare will use reasonable commercial efforts to correct or provide a usable work-around solution for any Error (including, without limitation, bugs or viruses) in the Licensed Software in accordance with the response times and severity levels in Section 4 below. “Error” shall mean a reproducible defect in the Licensed Software that causes the Licensed Software not to operate substantially in accordance with the Documentation. Ensocare, at its option, may respond by including fixes in maintenance releases. If Ensocare, in its discretion, requests written verification of an Error discovered by Purchaser or an Identified Facility, Purchaser will promptly provide such verification, by email, telecopy, or overnight mail, setting forth in reasonable detail the respects in which the Licensed Software fails to perform.

Response Times: Ensocare will address a severity level to all errors identified by Purchaser or an Identified Facility and provide the respective response for the issue. Ensocare will communicate the Severity Level assignment and action plan for the Error based on the timeline below.

Severity Level	Type	Response
1	<p>Errors related to the Licensed Software that are of such criticality that an emergency fix is required. An Error is assigned this severity if both of the following conditions exist:</p> <ul style="list-style-type: none"> <li>• A critical component or program stops functioning, effectively halting the operation of the Licensed Software.</li> <li>• There is no reasonable workaround.</li> </ul>	Priority commitment from Ensocare to deliver patch within five (5) business days

2	<p>Errors related to the Licensed Software that are of such criticality that an emergency fix is required. An Error is assigned this severity if only one of the following conditions exist:</p> <ul style="list-style-type: none"> <li>• A critical component or program stops functioning, effectively halting the operation of the Licensed Software.</li> <li>• There is no reasonable workaround.</li> </ul>	<p>Priority commitment from Ensocare to deliver patch within ten (10) business days.</p>
3	<p>Errors related to the Licensed Software that cause intermittent operational problems resulting in some lost productivity for Purchaser and/or an Identified Facility and the need for manual workarounds.</p>	<p>Ensocare will deliver a release in a future patch or version</p>
4	<p>Errors related to the Licensed Software that are primarily of a functional character that enhance the product, yet are not fundamental to the original business requirements.</p>	<p>Time and resources permitting Ensocare will deliver a release in a future patch or version.</p>

Initial

On-Site Services: Except as expressly stated in this Agreement with regard to implementation of the Licensed Software, Support Services do not include on-site service at locations of Purchaser or Identified Facilities. Site visits arranged with Ensocare are chargeable at Ensocare’s then current consulting terms and payment rates.

Disaster Recovery: Ensocare will provide disaster recovery services for its product and server infrastructure. All Ensocare databases, image data, and source code are securely archived following best practice standards for data backup and recovery. Ensocare utilizes a flexible virtual server infrastructure to enable fast server replacement in case of hardware failures or physical disasters. Ensocare has a redundant data center with fail-over capabilities to provide high-availability.

Ensocare agrees to provide a toll-free number for its support obligations within sixty (60) days of the Effective Date. Ensocare will notify Purchaser in writing of the toll-free number.



## FORMIO TERMS AND CONDITIONS

### 1. INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any software that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming software at no increase in contract price. The ordering activity must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software.

### 2. END USER LICENSE AGREEMENTS (EULA) / TERMS OF SERVICE (TOS) AGREEMENT REQUIREMENTS

The Contractor shall provide all Enterprise User License Agreements in an editable format.

### 3. GUARANTEE/WARRANTY

- a. Unless specified otherwise in this contract, the Contractor's standard commercial guarantee/warranty as stated in the contract's commercial pricelist will apply to this contract.
- b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- c. **Limitation of Liability.** Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

### 4. TECHNICAL SERVICES

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number (214)632-6495 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available from 8:00am to 5:00pm CST, Monday through Friday.

### 5. SOFTWARE MAINTENANCE

- a. Software maintenance as it is defined: (select software maintenance type):

1. Software Maintenance as a Product (SIN 132-32 or SIN 132-33)

Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that are included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user's self diagnostics.

Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service.



Software Maintenance as a product is billed at the time of purchase.

\_\_\_\_\_ 2. Software Maintenance as a Service (SIN 132-34)

Software maintenance as a service creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance as a service includes person-to-person communications regardless of the medium used to communicate: telephone support, on-line technical support, customized support, and/or technical expertise which are charged commercially. Software maintenance as a service is billed in arrears in accordance with 31 U.S.C. 3324.

Software maintenance as a service is billed in arrears in accordance with 31 U.S.C. 3324.

b. Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

6. PERIODS OF TERM LICENSES (SIN 132-32) AND MAINTENANCE (SIN 132-34)

- a. The Contractor shall honor orders for periods for the duration of the contract period or a lesser period.
- b. Term licenses and/or maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice to the Contractor.
- c. Annual Funding. When annually appropriated funds are cited on an order for term licenses and/or maintenance, the period of the term licenses and/or maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the term licenses and/or maintenance orders citing the new appropriation shall be required, if the term licenses and/or maintenance is to be continued during any remainder of the contract period.
- d. Cross-Year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12-month (fiscal year) period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.
- e. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the term licenses and/or maintenance is to be terminated at that time. Orders for the continuation of term licenses and/or maintenance will be required if the term licenses and/or maintenance is to be continued during the subsequent period.

7. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE **Not Applicable**

- a. The ordering activity may convert term licenses to perpetual licenses for any or all software at any time following acceptance of software. At the request of the ordering activity the Contractor shall furnish, within ten (10) calendar days, for each software product that is contemplated for conversion, the total amount of conversion credits which have accrued while the software was on a term license and the date of the last update or enhancement.
- b. Conversion credits which are provided shall, within the limits specified, continue to accrue from one contract period to the next, provided the software remains on a term license within the ordering activity.



c. The term license for each software product shall be discontinued on the day immediately preceding the effective date of conversion from a term license to a perpetual license.

d. The price the ordering activity shall pay will be the perpetual license price that prevailed at the time such software was initially ordered under a term license, or the perpetual license price prevailing at the time of conversion from a term license to a perpetual license, whichever is the less, minus an amount equal to \_\_\_\_\_% of all term license payments during the period that the software was under a term license within the ordering activity.

#### 8. TERM LICENSE CESSATION **Not Applicable**

a. After a software product has been on a continuous term license for a period of \_\_\_\_\_\* months, a fully paid-up, non-exclusive, perpetual license for the software product shall automatically accrue to the ordering activity. The period of continuous term license for automatic accrual of a fully paid-up perpetual license does not have to be achieved during a particular fiscal year; it is a written Contractor commitment which continues to be available for software that is initially ordered under this contract, until a fully paid-up perpetual license accrues to the ordering activity. However, should the term license of the software be discontinued before the specified period of the continuous term license has been satisfied, the perpetual license accrual shall be forfeited.

b. The Contractor agrees to provide updates and maintenance service for the software after a perpetual license has accrued, at the prices and terms of Special Item Number I32-34, if the licensee elects to order such services. Title to the software shall remain with the Contractor.

#### 9. UTILIZATION LIMITATIONS - (SIN 132-32, SIN 132-33, AND SIN 132-34)

a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.

b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:

- (1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.
- (2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.
- (3) Except as is provided in paragraph 8.b(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.
- (4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of Disaster Recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and



documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.

(5) "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

10. SOFTWARE CONVERSIONS - (SIN 132-32 AND SIN 132-33) **Not Applicable**

Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as the result of a change in operating system, or from one computer system to another. Under a perpetual license (132-33), the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version. Under a term license (132-32), conversion credits which accrued while the earlier version was under a term license shall carry forward and remain available as conversion credits which may be applied towards the perpetual license price of the new version.

11. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

The Contractor shall include, in the schedule pricelist, a complete description of each software product and a list of equipment on which the software can be used. Also, included shall be a brief, introductory explanation of the modules and documentation which are offered.

Formio Software is compatible with all commercially available operating systems and is validated/delivered through Google Chrome.

12. RIGHT-TO-COPY PRICING **Not Applicable**

The Contractor shall insert the discounted pricing for right-to-copy licenses.



## Geoslam End User License Agreement

Please read this EULA carefully, as it sets out the basis upon which we license the Software for use.

By fully executing the Purchase Order, you agree to be bound by the terms and conditions of said Purchase Order in addition to the provisions of this EULA.

By agreeing to be bound by the Purchase Order and this EULA, you further agree that your employees / any person you authorise to use the Software will comply with the provision of this EULA.

### 1. Definitions

1.1 Except to the extent expressly provided otherwise, in this EULA:

"Documentation" means the documentation for the Software produced by the Licensor and delivered or made available by the Licensor to the Licensee;

"EULA" means this end user licence agreement, including any amendments to this end Licensee licence agreement from time to time;

"Effective Date" means the date upon signature of the purchase order;

"Force Majeure Event" means an event, or a series of related events, that is outside the reasonable control of the party affected (including [failures of the internet or any public telecommunications network, hacker attacks, denial of service attacks, virus or other malicious software attacks or infections, power failures, industrial disputes affecting any third party, changes to the law, disasters, explosions, fires, floods, riots, terrorist attacks and wars]);

"Intellectual Property Rights" means all intellectual property rights wherever in the world, whether registrable or unregistrable, registered or unregistered, including any application or right of application for such rights.

"Licensee" means the Ordering Activity to whom the Licensor grants a right to use the Software under this EULA;

"Licensor" means GeoSLAM Limited, a company incorporated in England and Wales (registration number 7824395) having its registered office at Unit 1 Moorbridge Court, Bingham, NG13 8GG, UK;

"Software" means the GeoSLAM Desktop Processing Software

"Source Code" means the Software code in human-readable form or any part of the Software code in human-readable form, including code compiled to create the Software or decompiled from the Software, but excluding interpreted code comprised in the Software; and

"Term" means the term of this EULA, commencing in accordance with Clause 2.1 and ending in accordance with Clause 2.2;

### 2. Term

2.1 This EULA shall come into force upon the Effective Date.

2.2 This EULA shall continue in force for the term of service agreed upon in the Purchase Order.

### 3. Licence

3.1 The Licensor hereby grants to the Licensee during the Term a non-exclusive licence to:



(a) install the Software;

(b) use a single instance of the Software in accordance with the Documentation; and

(c) create, store and maintain up to 5 back-up copies of the Software,

subject to the limitations and prohibitions set out and referred to in this Clause 3.

3.2 The Licensee may not sub-license and must not purport to sub-license any rights granted under Clause 3.1 without the prior written consent of the Licensor.

3.3 Save to the extent expressly permitted by this EULA or required by applicable law on a non-excludable basis, any licence granted under this Clause 3 shall be subject to the following prohibitions:

(a) the Licensee must not sell, resell, rent, lease, loan, supply, publish, distribute or redistribute the Software;

(b) the Licensee must not alter, edit or adapt the Software; and

(c) the Licensee must not decompile, de-obfuscate or reverse engineer, or attempt to decompile, de-obfuscate or reverse engineer, the Software.

3.4 The Licensee shall be responsible for the security of copies of the Software supplied to the Licensee under this EULA (or created from such copies) and shall use all reasonable endeavours (including all reasonable security measures) to ensure that access to such copies is restricted to persons authorised to use them under this EULA.

3.5 The Licensor does not accept any liability in respect of the use of the Software by the Licensee. The Licensee is responsible for the verifying the validity of the output generated by the Software and indemnifies the Licensor against all claims, losses, costs and liabilities that may be suffered or incurred by the Licensor in respect of the use of the Software by the Licensee.

#### 4. Source Code

4.1 Nothing in this EULA shall give to the Licensee or any other person any right to access or use the Source Code or constitute any licence of the Source Code.

#### 5. No assignment of Intellectual Property Rights

5.1 Nothing in this EULA shall operate to assign or transfer any Intellectual Property Rights from the Licensor to the Licensee or from the Licensee to the Licensor.

#### 6. Warranties

6.1 The Licensor warrants to the Licensee that it has the legal right and authority to enter into this EULA and to perform its obligations under the EULA.

6.2 If the Licensor reasonably determines, or any third party alleges, that the use of the Software by the Licensee in accordance with this EULA infringes any person's Intellectual Property Rights, the Licensor's sole obligation is to (in its sole discretion):

(a) modify the Software in such a way that it no longer infringes the relevant Intellectual Property Rights; or

(b) procure for the Licensee the right to use the Software in accordance with this EULA; or

6.3 All of the parties' warranties and representations in respect of the subject matter of this EULA are expressly set out in this EULA. To the maximum extent permitted by applicable law, no other warranties or representations concerning the subject matter of this EULA will be implied into the EULA or any related contract.

#### 7. Acknowledgements and warranty limitations



7.1 The Licensee acknowledges that complex software is never wholly free from defects, errors and bugs; and subject to the other provisions of this EULA, the Licensor gives no warranty or representation that the Software will be wholly free from defects, errors and bugs.

7.2 The Licensee acknowledges that complex software is never entirely free from security vulnerabilities; and subject to the other provisions of this EULA, the Licensor gives no warranty or representation that the Software will be entirely secure.

## 8. Limitations and exclusions of liability

8.1 Nothing in this EULA will:

(a) limit or exclude any liability for death or personal injury resulting from negligence;

(b) limit or exclude any liability for fraud or fraudulent misrepresentation;

(c) limit any liabilities in any way that is not permitted under applicable law; or

(d) exclude any liabilities that may not be excluded under applicable law,

and, if a party is a consumer, that party's statutory rights will not be excluded or limited by the EULA, except to the extent permitted by law.

8.2 The limitations and exclusions of liability set out in this Clause 8 and elsewhere in this EULA:

(a) are subject to Clauses 18.1 and 11.6; and

(b) govern all liabilities arising under the EULA or relating to the subject matter of the EULA, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty, except to the extent expressly provided otherwise in the EULA.

8.3 The Licensor will not be liable to the Licensee in respect of any losses arising out of a Force Majeure Event. Excusable delays shall be governed by FAR 52.212-4(f).

8.4 The Licensor will not be liable to the Licensee in respect of any loss of profits or anticipated savings.

8.5 The Licensor will not be liable to the Licensee in respect of any loss of revenue or income.

8.6 The Licensor will not be liable to the Licensee in respect of any loss of business, contracts or opportunities.

8.7 The Licensor will not be liable to the Licensee in respect of any loss or corruption of any data, database or software.

8.8 The Licensor will not be liable to the Licensee in respect of any special, indirect or consequential loss or damage.

8.9 The aggregate liability of the Licensor to the Licensee under this EULA shall not exceed the total amount paid and payable by the Licensee to the Licensor under the EULA.

## 9. Termination

9.1 Either party may terminate this EULA immediately by giving written notice of termination to the other party if:

(a) the other party:

(i) is dissolved;

(ii) ceases to conduct all (or substantially all) of its business; (iii) is or becomes unable to

pay its debts as they fall due;

(iv) is or becomes insolvent or is declared insolvent; or

(v) convenes a meeting or makes or proposes to make any arrangement or composition with its creditors;

(b) an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the other party;

(c) an order is made for the winding up of the other party, or the other party passes a resolution for its winding up (other than for the purpose of a solvent company reorganisation where the resulting entity will assume all the obligations of the other party under the EULA);

(d) if that other party is an individual:

(i) that other party dies;

(ii) as a result of illness or incapacity, that other party becomes incapable of managing his or her own affairs; or

(iii) that other party is the subject of a bankruptcy petition or order.

#### 10. Effects of termination

10.1 Upon the termination of this EULA, all of the provisions of this EULA shall cease to have effect, save that the following provisions of this EULA shall survive and continue to have effect (in accordance with their express terms or otherwise indefinitely): Clauses 1, 3.1, 8, 10, 11 and 12.

10.2 The termination of this EULA shall not affect the accrued rights of either party.

10.3 For the avoidance of doubt, the licences of the Software in this EULA shall terminate upon the termination of this EULA; and, accordingly, the Licensee must immediately cease to use the Software upon the termination of this EULA.

10.4 Within 10 Business Days following the termination of this EULA, the Licensee must:

(a) return to the Licensor or dispose of as the Licensor may instruct all media in its possession or control containing the Software; and

(b) irrevocably delete from all computer systems in its possession or control all copies of the Software.

#### 11. General

11.1 No breach of any provision of this EULA shall be waived except with the express written consent of the party not in breach.

11.2 If any provision of this EULA is determined by any court or other competent authority to be unlawful and/or unenforceable, the other provisions of the EULA will continue in effect. If any unlawful and/or unenforceable provision would be lawful or enforceable if part of it were deleted, that part will be deemed to be deleted, and the rest of the provision will continue in effect (unless that would contradict the clear intention of the parties, in which case the entirety of the relevant provision will be deemed to be deleted).

11.3 This EULA may not be varied except by a written modification executed by each of the parties.

11.4 Neither party may without the prior written consent of the other party assign, transfer, charge, license or otherwise deal in or dispose of any contractual rights or obligations under this EULA.

11.5 This EULA is made for the benefit of the parties, and is not intended to benefit any third party or be enforceable by any third party. The rights of the parties to terminate, rescind, or agree any amendment, waiver, variation or settlement under or relating to this EULA are not subject to the consent of any third party.



11.6 Nothing in this EULA shall exclude or limit any liability of a party for fraud or fraudulent misrepresentation, or any other liability of a party that may not be excluded or limited under applicable law.

11.7 Subject to Clauses 8.1 and 11.6, the Purchase Order in conjunction with this EULA shall constitute the entire agreement between the parties in relation to the subject matter of this EULA, and shall supersede all previous agreements, arrangements and understandings between the parties in respect of that subject matter.

11.8 This EULA shall be governed by and construed in accordance with the Federal laws of the United States.

## 12. Interpretation

12.1 In this EULA, a reference to a statute or statutory provision includes a reference to:

- (a) that statute or statutory provision as modified, consolidated and/or re-enacted from time to time; and
- (b) any subordinate legislation made under that statute or statutory provision.

12.2 The Clause headings do not affect the interpretation of this EULA.

12.3 In this EULA, general words shall not be given a restrictive interpretation by reason of being preceded or followed by words indicating a particular class of acts, matters or things.



## Globestar (Connexall) End User License Agreement

---

**IMPORTANT – READ CAREFULLY:** This End user License Agreement (“EULA”) is a legal agreement between you (either an individual or a single legal entity) (“Licensee”) and Connexall USA, Inc. (“*Connexall*”) a Delaware Corporation, for Globestar Systems-produced product which includes computer software and may include printed materials and, or electronic documentation (“Product”) as is entered into on the date of execution of this EULA or installation of the Product, whichever is sooner and related to the granting of a limited use license by *Connexall* to use certain software which is developed by GlobeStar Systems Inc. and licensed by *Connexall*.

---

1. GRANT OF LICENSE: *Connexall* grants you the following rights provided that you comply with all the terms and conditions of this EULA:

(a) Installation and use. Licensee may install, use, access, display and run one copy of the Product on a single computer, such as a workstation for Licensee’s own use and for the particular purpose for which the software is provided. You must acquire and dedicate an additional license for each separate computer. The non-exclusive and non-transferrable software is licensed and not sold; this product is licensed on a per copy basis. *Connexall* is not liable for the installation of the software and, or products unless separately contracted. *Connexall* reserves the right to audit Licensee to ensure compliance with the law and the terms herein.

(b) Storage. End-user may copy the Product for backup or archival purposes only.

(i) Any and all copies must contain all the original proprietary notices and ensure that security precautions are followed to secure backup copies of the Product.

(ii) If you receive the first copy of the software electronically and a second copy on media the second copy may be used for archival purposes only and may not be transferred to or used by any other person.

2. UPGRADES AND SUPPORT. This license does not grant you any right to any enhancements or updates to the software nor any support services. In order to obtain software updates and service support for the Product, you must purchase a Maintenance package from *Connexall*. This EULA shall apply to any and all updates, supplements and, or add-on components.

3. RESERVATION RIGHTS. *Connexall* reserves all rights not expressly granted to you in this EULA.

4. LIMITATIONS. You may not:

(a) Modify, translate, reverse engineer, decompile and, or disassemble the software or embed the software with any other software.

(b) Create derivative works based on the software or documentation.

(c) Permit other individuals to use the Product, other than authorized employees with a legitimate need to know;

(d) Copy the software or documentation (except for archival purposes as provided herein)

(e) Resell, rent, lease, transfer or otherwise transfer the license or documentation. This product is identified as “Not For Resale” or “NFR”.

(f) Use any product for any other purpose other than the intended purpose which was disclosed to *Connexall*.

(f) Remove any proprietary notices or labels on the software or documentation.

5. PROPRIETARY RIGHTS. *Connexall* retains title, ownership, and intellectual property rights in and to the software and documentation, including but not limited to, any and all copies, partial copies, documentation, translation, compilation and are not to be used or disclosed except as permitted by this Agreement. All applicable rights, title and interest in any copyrights, trademarks, trade secrets and patents in or to the software or related products are protected by law and remain vested in *Connexall*. This product is licensed and not sold. This agreement only gives you some rights to use the software. *Connexall* reserves all other rights.



6. TRAINING. You must train the staff or any other person who may use this software to understand its purpose, operations and limitations. You are responsible for how you use the software.

7. INTERRUPTED USE; NOT TO RELY. Licensee understands and agrees that the Product for which the Software is licensed uses communication technology that is subject to interference, which can cause communication disruptions. AS REQUIRED BY THE FDA-CLEARED INDICATIONS FOR USE, LICENSEE AGREES NOT TO SOLELY RELY ON THE PRODUCTS OR THE SOFTWARE FOR COMMUNICATIONS IN CRITICAL, LIFE THREATENING, OR EMERGENCY SITUATIONS WITHOUT MAINTAINING AN ADEQUATE DUAL REDUNDANCY SYSTEM AND UNDERSTANDS THAT THE SOFTWARE IS ONLY TO BE USED AS AN ANCILLARY APPLICATION.

8. TERMINATION. Upon termination, you must permanently destroy all copies of the software and documentation and their component parts including but not limited to those resident on your computer system and, or in your control in any form and upon request you agree to forthwith provide *Connexall* with a written confirmation of such destruction.

9. CONSENT TO USE OF DATA. You agree that *Connexall* and its affiliates may collect and use technical information gathered in any matter for the purposes of product support services and, or product development. *Connexall* may use this information solely to improve and, or create products or to provide customized services or technologies. Customer data remains the exclusive property of Customer. *Connexall* data remains the exclusive property of *Connexall*.

10. LIMITED WARRANTY. *Connexall* warrants to Licensee that for a period of ninety (90) calendar days following delivery, the Software will be free from defects in material and workmanship under normal use and service. If an implied warranty or condition is created by statute or law and such law prohibits disclaimer of it, you have an implied warranty or condition BUT ONLY AS TO DEFECTS DISCOVERED DURING THE PERIOD OF THIS LIMITED WARRANTY (NINETY DAYS). AFTER THE NINETY (90) DAY PERIOD, THERE IS NO WARRANTY OR CONDITION OF ANY KIND. *Connexall's* sole obligation under this warranty is limited to replacing or repairing, at its option, any Software the defects in which are reported to *Connexall*, within *Connexall's* ninety (90) day limited warranty period. Any supplements or updates to the product provided to you after the expiration of the ninety (90) day Limited Warranty Period are not covered by any warranty or condition, express, implied, or statutory. All warranties herein are void if failure of the product is due in any way to any repair or alteration unauthorized by *Connexall*, misuse, abuse, negligence, accident, abnormal use, virus, or operation outside *Connexall's* environmental specifications. The warranty herein is not extended to cover software which has been repaired or replaced.

11. INDEMNIFICATION. *Connexall* shall indemnify Licensee against any filed action against the Licensee by an unaffiliated third party to the extent that such action is primarily based on a claim that the unmodified licensed software, when used in accordance with this Agreement, infringes a patent, copyright or trade secret in the Licensee's territory provided that the Licensee provides prompt written notice to *Connexall* of such action and provides continued and reasonable assistance in connection therewith. *Connexall* shall have no liability and no duty to indemnify any claims, demands or actions arising on account of: (a) the misuse, misappropriation of the software and, or its use in any manner or purpose for which it was not designed, (b) the use of the software in conjunction with any other software or product not supplied or expressly approved by *Connexall*, (c) the modification or enhancement of the software by anyone other than *Connexall*, (e) the use of other than a current unaltered version and release of the software unless the infringing portion is also in the then current unaltered version and release, or (d) the continued use of the software after being notified to discontinue its use. Licensee does not have the authority to act on *Connexall's* behalf, including, but not limited to entering into any settlement of any kind. If the software is adjudged to so infringe, or in *Connexall's* opinion is likely to become the subject of such a claim, *Connexall* shall, at its sole option, either (i) procure for the Licensee the right to continue using the software (ii) replace or modify the software to make it non-infringing, or (iii) upon the return of the software, refund the license fee actually paid for the affected software on a three-year, straight line depreciated basis from the date of purchase. THE FOREGOING STATES THE SOLE AND ENTIRE LIABILITY OF *CONNEXALL* AND THE EXCLUSIVE REMEDY FOR LICENSEE RELATING TO THE INFRINGEMENT OR CLAIMS OF INFRINGEMENT OF ANY PROPRIETARY RIGHT.





12. **LIMITATION ON REMEDIES; NO CONSEQUENTIAL OR OTHER DAMAGES.** The Limited Warranty that appears herein is the only expressed warranty made to you and is provided in lieu of any other express warranties (if any) created by any documentation, packaging or other communications. Except for the Limited Warranty and to the maximum extent permitted by applicable law, *Connexall* provides that the product and support services (if any), **AS IS AND WITH ALL FAULTS** and hereby disclaim all other warranties and conditions, either express, implied or statutory, including but not limited to, any (if any) implied warranties, duties or conditions of merchantability, of fitness for a particular purpose, of reliability or availability, of accuracy, or completeness of responses, of results, of workmanlike effort, of lack of viruses and of lack of negligence all with regard to the product and the provision of or failure to provide support or other services, information, software and related content through the product or otherwise arising out of the use of the product. **ALSO, THERE IS NO WARRANTY OR CONDITION OR TITLE, QUIET ENJOYMENT, QUIET POSSESSION, CORRESPONDENCE TO DESCRIPTION OR NON-INFRINGEMENT WITH REGARD TO PRODUCT.**

13. **EXCLUSION OF INCIDENTAL, CONSEQUENTIAL AND CERTAIN OTHER DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL CONNEXALL BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, DIRECT, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOST PROFITS OR CONFIDENTIAL OR OTHER INFORMATION, FOR BUSINESS INTERRUPTION, FOR PERSONAL INJURY, FOR LOSS OF PRIVACY, FOR FAILURE TO MEET OR SATISFY ANY DUTY UNDER CONTRACT, COMMON LAW, STATUTE OR OTHERWISE), ANY INABILITY TO USE THE PRODUCT, ANY PROVISION OF OR FAILURE TO PROVIDE SUPPORT OR OTHER SERVICES, INFORMATION, SOFTWARE AND RELATED CONTENT THROUGH THE PRODUCT EVEN IF CONNEXALL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

14. **LIMITATION OF LIABILITY AND REMEDIES.** You shall use the software at your own risk. Notwithstanding any damages that you might incur for any reason whatsoever (including without limitation all damages referenced above and all direct or general damages) the entire liability of *Connexall* and any of its suppliers under any provision of this EULA and your exclusive remedy for all the foregoing (except for any remedy or replacement elected by *Connexall* with respect to any breach of the Limited Warranty) shall be limited to the amount actually paid by you for the product. The foregoing limitations, exclusions and disclaimers (including all sections above) shall apply to the maximum extent permitted by applicable law, even if any remedy fails its essential purpose.

This clause shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Government Contract under any federal fraud statute, including the False Claims Act, 31 U.S.C. §§ 3729-3733.

15. **NO ASSIGNMENT.** Licensee may not assign this Agreement, the License granted hereunder or any other rights relating to the software or products to any other party (including as a result of any merger or other change of control of the Licensee).

16. **APPLICABLE LAW.** This EULA is governed by the federal laws of the United States

17. N/A

18. **HEADINGS.** Headings are for convenience only and do not affect interpretation.

19. **JURISDICTION.** If any provision of this Agreement is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable.

20. **CONTACT INFORMATION**

ConnexallUSA, Inc.



Contract Holder

5540 Central Avenue, Suite 220  
Boulder, CO 80301  
Ph: 720-729-8707 Fax: 888-354-2931  
Email: InfoUSA@Connexall.com

**END USER SIGNATURE**

I have read and understood the terms and conditions set out in this Agreement and agree, on behalf of the End-User and any assigns to be bound by these terms and conditions.

By: \_\_\_\_\_  
(I HAVE THE AUTHORITY TO BIND THE CORPORATION)

\_\_\_\_\_  
Name (Please Print)

Title & Organization: \_\_\_\_\_

Date: \_\_\_\_\_



## MapsPeople End User License Agreement

The following End User Terms of Service (“Terms of Service”) governs your access to and use of MapsPeople’s Platform.

Please read the Terms of Service carefully before you start to use the Platform. By both parties executing this Agreement in writing, the undersigned Ordering Activity under GSA Schedule contracts (“you” or “Ordering Activity”) accept and agree to be bound and abide by these Terms of Service. If you do not agree to these Terms of Service, you must not access or use the Platform.

The Platform is offered and available to users who are 18 years of age or older.

### Changes to End User Terms of Service

Any updates to the Terms of Service shall be presented to Ordering Activity for review and will not be effective unless and until both parties sign a written agreement updating these terms.

### Definitions

“Platform” means MapsPeople’s API, software, SaaS and online services.

“End User” means any individual who is using the Platform.

“MapsPeople” means MapsPeople A/S, a limited company organized and existing under the laws of the country of Denmark (entity reg. no. 84059528) and subsidiaries, including, but not limited to, MapsPeople Inc. Dupont Hwy., Suite 100, Dover (County of Kent), DE19901, United States.

### Scope of the License Right

Subject to the terms and conditions set forth herein, MapsPeople will use commercially reasonable efforts to make the Platform available to the End User for the End User to use for his/her own, non-commercial purposes on a non-assignable and non-exclusive basis. The End User is not entitled to assign, transfer, sublease or deliver the Platform to any third party. The Platform is based on Google Maps API from Google Inc., Mountain View, CA 94043 and services from Google Maps/Google Earth. Google may have terms and conditions different from those in this Terms of Service. Nothing herein shall bind the Ordering Activity to any Google terms, including, but not limited to those listed below, unless the terms are provided for review and agreed to in writing by all parties. Google’s terms and conditions at present are as follows:

the Google Terms of Service

the Google Maps Platform Terms of Service

the Google Maps/Google Earth Legal Notices

and the Google Privacy Policy

### Restrictions and Responsibilities

End User will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Platform or any software, documentation or data related to the Platform; modify, translate, or create derivative works based on the Platform; use the Platform for timesharing or service bureau purposes or otherwise for the benefit of a third party; or remove any proprietary notices or labels.

End User represents, covenants, and warrants that End User will use the Platform only in compliance with Company’s standard published policies then in effect and all applicable laws and regulations. Although MapsPeople has no obligation to monitor End User’s use of the Platform, MapsPeople may do so and may prohibit any use of the Platform it believes may be (or alleged to be) in violation of the foregoing.



End User shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Platform, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, “Equipment”). End User shall also be responsible for maintaining the security of the Equipment, End User’s account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of End User’s account or the Equipment with or without End User’s knowledge or consent.

#### Using Third-Party Apps and Services

The Platform may allow the End User to access or acquire products, services, websites, links, content, material or applications from third parties (companies or people other than MapsPeople) (“Third-Party Apps and Services”). The End User understands that MapsPeople are directing the Platform to provide Third-Party Apps and Services to the End User. The Third-Party Apps and Services may also allow the End User to store Content or Data with the publisher, provider, or operator of the Third-Party Apps and Services. The Third-Party Apps and Services may present the End User with a privacy policy or additional terms of use before the End User can install or use the Third-Party App or Service. The End User should review any additional terms and privacy policies before acquiring or using any Third-Party Apps and Services. Nothing herein shall bind the Ordering Activity to any Third-Party Apps and Services terms unless the terms are provided for review and agreed to in writing by all parties. Any additional terms do not modify any of these Terms. The End User is responsible for the End User’s dealings with third parties. MapsPeople does not license any intellectual property to the End User as part of any Third-Party Apps and Services and is not responsible for information provided by third parties.

#### Proprietary Rights

MapsPeople shall own and retain all right, title and interest in and to (a) the Platform, all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other technology developed in connection with implementation services or support, and (c) all intellectual property rights related to any of the foregoing.

#### Termination and Suspension

When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, MapsPeople shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer.

#### Warranty and Disclaimer

MapsPeople shall use reasonable efforts consistent with industry standards to maintain the Platform in a manner which minimizes errors and interruptions in the Platform. The Platform may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by MapsPeople or by third-party providers, or because of other causes beyond MapsPeople’s reasonable control, but MapsPeople will use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. MAPSPEOPLE WARRANTS THAT THE PLATFORM WILL, FOR A PERIOD OF SIXTY (60) DAYS FROM THE DATE OF YOUR RECEIPT, PERFORM SUBSTANTIALLY IN ACCORDANCE WITH PLATFORM, WRITTEN MATERIALS ACCOMPANYING IT. EXCEPT AS EXPRESSLY SET FORTH IN THE FOREGOING, MAPSPEOPLE MAKE NO



WARRANTIES, EXPRESS OR IMPLIED, GUARANTEES OR CONDITIONS WITH RESPECT TO END USER'S USE OF THE PLATFORM. END USER UNDERSTANDS THAT USE OF THE PLATFORM IS AT YOUR OWN RISK AND THAT MAPSPEOPLE PROVIDE THE PLATFORM ON AN "AS IS" BASIS "WITH ALL FAULTS" AND "AS AVAILABLE." END USER BEAR THE ENTIRE RISK OF USING THE PLATFORM. MAPSPEOPLE DOES NOT GUARANTEE THE ACCURACY OR TIMELINESS OF INFORMATION AVAILABLE FROM THE PLATFORM. TO THE EXTENT PERMITTED UNDER THE END USERS'S LOCAL LAW, MAPSPEOPLE EXCLUDE ANY IMPLIED WARRANTIES, INCLUDING FOR MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORT, AND NON-INFRINGEMENT. THE END USER MAY HAVE CERTAIN RIGHTS UNDER THE END USER'S LOCAL LAW. NOTHING IN THESE TERMS IS INTENDED TO AFFECT THOSE RIGHTS, IF THEY ARE APPLICABLE. END USER ACKNOWLEDGES THAT COMPUTER AND TELECOMMUNICATIONS SYSTEMS ARE NOT FAULT-FREE AND OCCASIONAL PERIODS OF DOWNTIME OCCUR. MAPSPEOPLE DOES NOT GUARANTEE THAT THE USE OF THE PLATFORM WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE OR THAT CONTENT LOSS WILL NOT OCCUR, NOR DOES MAPSPEOPLE GUARANTEE ANY CONNECTION TO OR TRANSMISSION FROM THE COMPUTER NETWORKS.

#### Limitation of Liability

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, MAPSPEOPLE, SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY CLAIMS, DAMAGES, LIABILITIES, ETC. WITH RESPECT TO ANY SUBJECT MATTER OF THESE TERMS OF SERVICE OR ANY TERMS AND CONDITIONS RELATED THERETO OR TO THE PLATFORM OR THE END USER'S USE OF THE PLATFORM UNDER ANY CONTRACT, RESTITUTION, STRICT LIABILITY OR OTHER LEGAL THEORY: (A) FOR ANY USE OF THE PLATFORM OR ANY ERRORS OR OMISSIONS IN THE PLATFORM AND DATA AND INFORMATION PROVIDED ON OR VIA THE PLATFORM; (B) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF THE PLATFORM OR THE DATA OR INFORMATION PROVIDED ON OR VIA THE PLATFORM OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (C) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (D); OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE TOTAL CONTRACT PRICE, WHETHER OR NOT END USER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO (1) PERSONAL INJURY OR DEATH RESULTING FROM LICENSOR'S NEGLIGENCE; (2) FOR FRAUD; OR (3) FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW.

#### Governing Law and Jurisdiction

These Terms of Service and all matters arising out of or relating thereto shall be governed by and construed in accordance with the Federal laws of United States

#### Miscellaneous



If any provision of these Terms of Service is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that these Terms of Service will otherwise remain in full force and effect and enforceable.

These Terms of Service are not assignable, transferable or sublicensable by End User except with MapsPeople's prior written consent.

These Terms of Service, together with the underlying GSA Schedule Contract, Schedule Pricelist, Purchase Order(s), are the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of these Terms of Service.

No agency, partnership, joint venture, or employment is created as a result of these Terms of Service, and End User does not have any authority of any kind to bind MapsPeople in any respect whatsoever.

Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or suit brought against the U.S. pursuant to its jurisdictional statute 28 U.S.C. § 516.

Notwithstanding the terms of the Federal, State, and Local Taxes Clause, the contract price excludes all State and Local taxes levied on or measured by the contract or sales price of the services or completed supplies furnished under this contract. Vendor shall state separately on its invoices taxes excluded from the fees, and the Customer agrees either to pay the amount of the taxes (based on the current value of the equipment) to the contractor or provide evidence necessary to sustain an exemption, in accordance with FAR 52.229-1 and FAR 52.229-3.

The Anti-Assignment Act, 41 USC 6305, prohibits the assignment of Government contracts without the Government's prior approval. Procedures for securing such approval are set forth in FAR 42.1204.

Vendor recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which requires that certain information be released, despite being characterized as "confidential" by the vendor.

Force Majeure. Excusable delays shall be governed by FAR 52.212-4(f).



## QGenda End User License Agreement

THIS AGREEMENT is entered into by and between QGenda, LLC, a Delaware limited liability company ("QGenda") and the undersigned licensee an Ordering Activity under GSA Schedule contracts ("Customer" or "Ordering Activity").

WHEREAS, QGenda has the right to provide access to the Services (defined below); and

WHEREAS, Customer has requested the right to access and use the Services which are accessible to Customer through QGenda's Site (defined below), all in accordance with the terms and conditions hereof;

NOW, THEREFORE, in consideration of the foregoing, and in reliance on the mutual agreements contained herein, the parties agree as follows:

### 1. Definitions.

1.1 "Affiliate." Regarding Customer any of the following that purchase rights to access and use the Services in accordance with Section 5 below: (i) any parent or subsidiary corporation, and any corporation or other business entity controlling, controlled by or under common control with Customer, and (ii) any department or division of any of the foregoing.

1.2 "Customer Data." Data (i) entered as input by Customer for processing by the Services, and (ii) produced as output by the Services based on a specific query or execution initiated by Customer.

1.3 "Documentation." QGenda's confidential Administrator Manual and User Manual.

1.4 "Fee Schedule." A schedule in the format as Exhibit A attached that adopts this Agreement and is executed by Customer or the affected Affiliate and which provides for fees and related terms and conditions in accordance with the GSA Pricelist. The Fee Schedule will stipulate the One-Time Activation Fee and the Recurring Subscription Fees.

1.5 "Proprietary Rights." All rights in and to copyrights, rights to register copyrights, trade secrets, inventions, patents, patent rights, trademarks, trademark rights, confidential and proprietary information protected under contract or otherwise under law, and other similar rights or interests in intellectual or industrial property.

1.6 "Scheduled Staff Member." For Customer and its Affiliates means any slot on the schedule, whether a label, blank, or anything else inserted using the QGenda feature titled "Create a New Staff Member".

1.7 "Non-Scheduled Users." Any person(s) other than a Scheduled Staff Member that is given access to the Site by Customer and/or its Affiliates.

1.8 "Services." QGenda's online scheduling services that are described in the Documentation, and which are accessible at QGenda's Site, including any updates to such services, which may be provided by QGenda from time to time during the subscription term.

1.9 "Site." QGenda's website located at <https://www.QGenda.com>.



1.10 "Supported Browser(s)." Internet browser(s) JavaScript enabled specified by QGenda from time to time and which are supported by QGenda for purposes of access and use of the Services. The Service's performance may vary based on supported browsers selected by Customer.

2. Authorized Use of Services. Subject to the terms and conditions hereof, during the initial subscription term and any renewal subscription term, QGenda hereby grants to Customer and/or its Affiliates that are listed on a Fee Schedule, and their Scheduled Staff Members and Non-Scheduled Users the non-exclusive rights to access and use the Services via the Internet only with Supported Browsers and only for their internal business operations.

2.1 Authorized use of the Services and access to the Site is limited to Scheduled Staff Members and Non-Scheduled Users only.

2.2 Each Scheduled Staff Member and Non-Scheduled User who accesses and uses the Services is required to use their own individual email address and their own separate account; sharing of email addresses and accounts is not authorized.

2.3 Customer shall not have the right to re-license or sell rights to access or use the Services or to transfer or assign rights to access or use the Services, except as expressly provided herein.

2.4 All rights not expressly granted to Customer herein are expressly reserved by QGenda. The initial subscription term and any renewal subscription term shall expire strictly upon the expiration of such terms.

QGenda reserves the right to limit the Services and the Service's export feature for purposes of future scheduling to the scheduling period that is prepaid. For purposes of the foregoing, the prepaid term after payment of the initial One-Time Activation Fees shall be the evaluation period. The initial and each renewal term thereafter shall be prepaid and designated on Customer's invoice.

3. Use Restrictions. Customer shall use the Services only in a manner consistent with this Agreement and with all applicable laws and regulations, including trade secret, copyright, trademark, and export control laws. Without limiting the generality of the foregoing, Customer shall not, nor shall it permit or assist others, (i) to abuse or fraudulently use the Services; (ii) to process or permit to be processed the data of any third party; (iii) to attempt to copy, reverse-engineer, decompile, disassemble, create a derivative work from, or otherwise attempt to derive the source codes of any part of the QGenda's software and code incorporated within the Site; or (iv) to access, alter, or destroy any information of any customer of QGenda by any fraudulent means or device, or attempt to do so.

4. Provision of Services. During the term hereof and subject to the terms and conditions hereof, QGenda shall undertake commercially reasonable efforts consistent with industry best practices to provide Customer with consistent Services (i) insulated from changes in the Internet, and (ii) sufficient to access the Services on QGenda's Site through broadband Internet connections twenty-four (24) hour per day, seven (7) days per week, except for terrorism, war, acts of God, and other causes beyond the control of QGenda. QGenda shall undertake commercially reasonable efforts consistent with industry best practices to restore promptly all failures of service at no additional charge to Customer.

5. Reserved

6. Security.





JAW20170817 v2

6.1 Customer shall be solely responsible for acquiring and maintaining technology and procedures for maintaining the security of its link to the Internet. QGenda recommends and Customer acknowledges, as an added precaution, Customer should periodically create its own back-up copies of Customer Data by using the Service's export feature to download a text file of all active schedules.

6.2 As part of the Services, QGenda shall take commercially reasonable steps to create back-up copies and otherwise safeguard the Customer Data. In addition, QGenda shall implement reasonable security procedures consistent with prevailing industry standards (the QGenda's "Data Security Policy") to safeguard Customer Data and protect Customer Data from unauthorized access; provided, however, unless resulting from the failure of QGenda's Data Security Policy, the parties agree that QGenda shall not, under any circumstances, be held responsible or liable for situations (i) where data or transmissions are accessed by third parties through illegal or illicit means, or (ii) where the data or transmissions are accessed through the exploitation of security gaps, weaknesses, or flaws (to the extent that such are known or unknown to QGenda at the time). QGenda will promptly report to Customer any unauthorized access to Customer Data promptly upon discovery by QGenda, and QGenda will use diligent efforts to promptly remedy any breach of security that permitted such unauthorized access. In the event notification to persons included in such Customer Data is required, Customer shall be solely responsible for any and all such notifications at its expense. Upon termination of this Agreement and only in response to receipt of a written request within ten (10) days of termination from Customer, QGenda will purge all active Customer Data except for data retained in QGenda's back-up system.

6.3 Vulnerability Testing. QGenda will periodically test the Services and related enabling software utilizing the most recent software version and definition tables of a commercially available, state-of-the-art vulnerability detection software program. QGenda will promptly remedy any vulnerabilities detected.

## 7. Technical Support Services.

7.1 During any evaluation period not to exceed ninety (90) days, technical support services as described in this Section 7 will be provided at no charge, unless the parties mutually agree that on-site training is required, in which event training services will be provided and billed in accordance with Section 11.1 hereof. After the expiration of any evaluation period, technical support services will be included in Recurring Subscription Fees (defined in the applicable Fee Schedule).

7.2 Technical support services include but are not limited to (a) error corrections and rule modifications by direct online access to Customer Data, and (b) ongoing training and consultation by telephone and/or email, regarding rule changes, optimization of Customer's parameters for the Services, questions regarding the use and operation of the Services, and/or consultation regarding database modifications. QGenda reserves the right to charge a fee for Customizations (defined in Section 11.2) in accordance with Section 11 and the GSA Pricelist.

7.3 QGenda's standard technical support service hours are currently from 9:00 a.m. to 6:00 p.m. USA Eastern time, Monday through Friday, excluding national holidays ("Standard Support Hours"). Outside of Standard Support Hours, QGenda will maintain a limited technical support staff who will be available to receive and reply to email requests sent to [help@QGenda.com](mailto:help@QGenda.com), such replies to be by email not later than the day after receipt; provided, however, if Customer requests non-emergency technical support services outside of the Standard Support Hours, QGenda reserves the right to respond during the next Standard Support Hours.

JAW20170817 v2

8. Services and Materials to Be Provided By Customer. Notwithstanding anything to the contrary contained herein, Customer shall be solely responsible for providing the following services and materials at Customer's cost and expense: (i) Internet access, (ii) Supported Browsers, and (iii) a .PDF (portable document file) reader such as Adobe for printing reports. Customer agrees to update its Supported Browser, PDF, and third party software promptly and routinely. Upon request, QGenda shall provide specifications for Customer's requirements under this Section 8.

9. Technical Contacts. Customer shall designate principal technical contacts for communicating with QGenda regarding technical issues hereunder. Customer will ensure that its designated technical contact will have the required skills, business knowledge, and competencies to complete Customer's assigned responsibilities and provide QGenda with the required knowledge to complete its assigned implementation responsibilities. Customer may designate alternate technical contacts and may change its contacts from time to time by written notice to QGenda. Customer agrees that such technical contacts may answer questions raised by prospective customers regarding the Services as agreed.

10. Cooperation. Customer acknowledges that (i) certain services or obligations of QGenda hereunder may be dependent on Customer providing certain data, information, or assistance to QGenda in a timely manner from time to time (collectively, "Cooperation"), and (ii) such Cooperation may be essential to the performance of services by QGenda. The parties agree that any delay or failure by QGenda to provide services hereunder which is caused by Customer's failure to provide timely Cooperation reasonably requested by QGenda shall not be deemed to be a breach of QGenda's performance obligations under this Agreement. Should Customer require QGenda to complete vendor Credentialing, QGenda shall accommodate Customer's vendor Credentialing requirements and Customer agrees to reimburse QGenda for all fees incurred regarding said vendor credentialing.

#### 11. In-Person Training and Customizations.

11.1 Upon request, QGenda shall provide to Customer in-person training services for the Services on a time and materials ("T&M") basis in accordance with the GSA Pricelist; that is, (i) Customer shall pay QGenda for all the time spent performing such services. Ordering Activity Licensee agrees to pay any travel expenses in accordance with Federal Travel Regulation (FTR)/Joint Travel Regulations (JTR), as applicable, Ordering Activity shall only be liable for such travel expenses as approved as by Ordering Activity and funded under the applicable ordering document.

11.2 Upon request, QGenda shall review any request by Customer for any custom programming ("Customizations"). Such Customizations are separate from, and do not include the configuration of Customer's database utilizing Customer's group-specific rules and staff profiles. Instead, Customizations relate only to such custom programming requested by Customer that goes above and beyond the features currently provided by QGenda. If QGenda agrees to develop the Customizations, QGenda will provide an estimate for Customization services on a T&M basis. Any monetary limit stated is an estimate for Customization services, and shall be an estimate only for Customer's budgeting and QGenda's resource scheduling purposes; however, QGenda shall not exceed any estimate without the prior written consent of Customer. If the limit is exceeded, QGenda will cooperate with Customer to provide continuing services on a T&M basis. QGenda reserves the right to require a non-refundable fee and/or cost deposit prior to commencement of Customization services as well as a work order in accordance with the GSA Pricelist. The balance of charges shall be payable after the completion of work 30 days after Customer's receipt of invoice.

#### 12. Fees.



JAW20170817 v2

12.1 Fees for the initial Services are payable within thirty (30) days of receipt of invoice and in accordance with this Section 12 and the Fee Schedule attached as Exhibit A in accordance with the GSA Pricelist. Customer may purchase additional rights for Services or modify an existing Fee Schedule with an additional Fee Schedule. Fees for services described in Section 11 are in addition to fees for Services.

12.2 One-Time Activation Fee And Subscription Fees. Customer and Affiliates shall pay to QGenda a One-Time Activation Fee and the Recurring Subscription Fees (defined in the applicable Fee Schedule in accordance with the GSA Pricelist) per Scheduled Staff member for the use rights and technical support services hereunder.

12.2.1 Recurring Subscription Fees shall be payable in accordance with the applicable Fee Schedule; however, such fees will be billed and payable in advance, prior to the commencement of the subscription period. Unless otherwise stated in the Fee Schedule, fees will be calculated for each separate Scheduled staff member.

12.2.2 If additional Scheduled staff members are activated by Customer after the invoice is paid for any subscription period, Customer shall pay QGenda's invoice for additional pro-rated fees attributable for such additional Scheduled Staff Members immediately upon receipt. For purposes of pro-ration, partial months are billed and rounded to a minimum of one month for all Scheduled Staff Members.

12.2.3 Future Optional Services. In the event QGenda offers new services in the future, Customer and Affiliates may purchase use rights with additional Fee Schedules.

12.3 Reserved.

### 13. Term of Agreement.

13.1 Evaluation Period. If there is an evaluation period specified in the applicable Fee Schedule, the terms of the evaluation will be specified therein. After the expiration of the evaluation period, Customer may continue use of the Services for the initial subscription term and renewal subscription terms by paying all fees required under the applicable Fee Schedule. When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, QGenda shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer.

13.2 No Evaluation Period. If there is no evaluation period specified in the applicable Fee Schedule, the initial subscription term shall commence either upon the date specified in the Government Purchase Order, or if none is listed, immediately upon: (i) the execution of this Agreement by the parties, and (ii) the payment in full of the One-Time Activation Fee and Recurring Subscription Fees in accordance with Exhibit A attached and in accordance with the GSA Pricelist.

13.3 Expiration and Renewal of Subscription Terms. The initial subscription term shall commence on the Evaluation Commencement Date in accordance with the Fee Schedule attached as Exhibit A and will continue for a period of one (1) year. Both the initial subscription term and any renewal subscription term are subject to earlier termination as otherwise provided herein.

14. Taxes. Notwithstanding the terms of the Federal, State, and Local Taxes Clause, the contract price excludes all State and Local taxes levied on or measured by the contract or sales price of the services or



JAW20170817 v2

completed supplies furnished under this contract. QGenda shall state separately on its invoices taxes excluded from the fees, and the Customer agrees either to pay the amount of the taxes (based on the current value of the equipment) to the contractor or provide evidence necessary to sustain an exemption, in accordance with FAR 52.229-1 and FAR 52.229-3.

15. Ownership. Ownership of the Proprietary Rights embodied in the Services and in QGenda's Site, including without limitation customizations created by QGenda, shall remain in and be the sole and exclusive property of QGenda and its licensors. Customer shall not alter, change or remove any proprietary notices or confidentiality legends placed on or contained within the Site, the Services, or any other deliverable that may be provided by QGenda. Customer shall remain the sole and exclusive owner of Customer Data.

16. Confidentiality of Services, Site and Documentation. Customer acknowledges that all non-public information regarding QGenda's (i) Services, Site, Documentation, software, implementation and integration specifications, logic, design, and coding, and (ii) pricing for Services constitutes valuable confidential information that is proprietary to QGenda ("Confidential Information and Trade Secrets"). Customer agrees (i) to not use or disclose such Confidential Information and Trade Secrets except as expressly provided herein, and (ii) to safeguard the right to access the Services and the Site, using the same standard of care which it uses for its similar confidential materials, but in no event less than reasonable care. QGenda recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which requires that certain information be released, despite being characterized as "confidential" by the vendor.

17. Confidentiality of Customer Data.

17.1 All Customer Data and/or information disclosed to QGenda in connection with the performance of this Agreement ("Customer Confidential Information") shall be held as confidential by QGenda and shall not, without the prior written consent of Customer, be disclosed or be used for any purposes other than the performance of this Agreement. QGenda shall safeguard the confidentiality of such Customer information using the same standard of care, which QGenda uses for its similar confidential materials, but in no event less than reasonable care. Notwithstanding the foregoing, disclosure of Customer Confidential Information shall not be precluded if such disclosure: (i) is in response to a valid order of a court or other governmental body of the United States; (ii) is otherwise required by law; or (iii) is otherwise necessary to establish rights or enforce obligations under this Agreement, but only to the extent that any such disclosure is necessary.

17.2 Customer agrees that it shall not input, nor will QGenda process or host, Protected Health Information ("PHI") as defined under the Health Insurance Portability and Accountability Act ("HIPAA") and the Health Information Technology for Economic and Clinical Health Act ("HITECH") under this Agreement as part of the Services. If Customer selects certain identifiers for use with the Services that could be used, alone or in combination with other reasonably available information, by an anticipated recipient to identify an individual who is subject of the identifiers, Customer shall be solely responsible for de-identifying such identifiers in accordance with 45 CFR 164.514. Should Customer desire to include PHI as part of the QGenda services in the future, Customer must notify QGenda in advance in order to amend this Agreement accordingly.

17.3 The provisions of this Section 17 (Confidentiality of Customer Data) are subject to the limitation on QGenda's liability set forth in Section 6.2, but only to the extent that a breach of Section 17 results from an unauthorized third party using illicit means to access the Services and/or Customer Data. A breach of Section 17 that results from access to the Services and/or Customer Data by current or former personnel of QGenda or any of its subcontractors or providers, shall not be subject to the limitation on QGenda's liability set forth in Section 6.



JAW20170817 v2

18. Limited Warranty. During the term hereof, QGenda warrants that QGenda's Services shall be accessible through the Internet, substantially in accordance with the Documentation. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND QGENDA'S SOLE AND EXCLUSIVE LIABILITY FOR BREACH OF THIS WARRANTY SHALL BE THE REPAIR OR REPLACEMENT OF SERVICE. QGENDA DOES NOT WARRANT THAT (i) THE SERVICES OR SITE WILL MEET CUSTOMER'S REQUIREMENTS, (ii) THE SERVICES WILL INTEGRATE AND/OR BE COMPATIBLE WITH CUSTOMER'S THIRD-PARTY SOFTWARE, (iii) THE SERVICE OR SITE WILL OPERATE IN THE COMBINATIONS WHICH CUSTOMER MAY SELECT FOR USE, (iv) THE OPERATION OF THE SERVICES OR SITE WILL BE UNINTERRUPTED, ERROR-FREE, OR (v) THE SERVICES OR SITE WILL MEET ANY PARTICULAR CRITERIA OF PERFORMANCE, QUALITY, ACCURACY, PURPOSE, OR NEED. THIS AGREEMENT DOES NOT LIMIT OR DISCLAIM ANY OF THE WARRANTIES SPECIFIED IN THE GSA SCHEDULE 70 CONTRACT UNDER FAR 52.212-4(O). IN THE EVENT OF A BREACH OF WARRANTY, THE U.S. GOVERNMENT RESERVES ALL RIGHTS AND REMEDIES UNDER THE CONTRACT, THE FEDERAL ACQUISITION REGULATIONS, AND THE CONTRACT DISPUTES ACT, 41 U.S.C. 7101-7109.

19. Warranty Disclaimers. EXCEPT FOR THE LIMITED EXPRESS WARRANTY PROVIDED ABOVE, NEITHER QGENDA NOR ANY OF ITS SUPPLIERS OR RESELLERS MAKES ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AND QGENDA AND ITS SUPPLIERS SPECIFICALLY DISCLAIM THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, AND DATA ACCURACY. SOME STATES DO NOT ALLOW DISCLAIMERS OF IMPLIED WARRANTIES, SO THE ABOVE LIMITATION MAY NOT APPLY. CUSTOMER ACKNOWLEDGES THAT NO REPRESENTATIONS OTHER THAN THOSE CONTAINED IN THIS AGREEMENT HAVE BEEN MADE RESPECTING THE SERVICES OR SITE, AND THAT CUSTOMER HAS NOT RELIED ON ANY REPRESENTATION NOT EXPRESSLY SET OUT IN THIS AGREEMENT. FURTHER, CUSTOMER ACKNOWLEDGES AND AGREES THAT THE INTERNET IS NOT ESTABLISHED OR MAINTAINED BY QGENDA, THAT QGENDA HAS NO CONTROL OVER THE INTERNET, AND THAT QGENDA IS NOT LIABLE FOR THE DISCONTINUANCE OF OPERATION OF ANY PORTION OF THE INTERNET OR POSSIBLE REGULATION OF THE INTERNET WHICH MIGHT RESTRICT OR PROHIBIT THE OPERATION OF THE LICENSED SOFTWARE. CUSTOMER FURTHER ACKNOWLEDGES THAT QGENDA IS NOT RESPONSIBLE FOR, NOR DOES QGENDA HAVE ANY LIABILITY FOR, FAILURE TO CAUSE THE SERVICES TO INTEGRATE WITH, OR BE COMPATIBLE WITH, CUSTOMER'S THIRD-PARTY SOFTWARE.

20. Proprietary Rights Warranty and Indemnification. QGenda represents and warrants that QGenda has the authority to license the rights to the Services and Site, which are granted herein. QGenda shall defend, indemnify, and hold Customer harmless from any claim or damage arising out of (i) the lack of right or authority to permit use of the Services, or (ii) infringement by the Services or Site of any United States of America copyright, trade secret, or patent known to QGenda; provided,

however, that QGenda is promptly notified in writing of any such suit or claim, and further provided that Customer permits QGenda to defend, compromise, or settle same, and provides all available information and reasonable assistance to enable QGenda to do so. Further, QGenda shall have no liability or obligation under this Section 20 if the claim arises from (i) any alteration or modification to the Services or enabling software ("QGenda Technology") other than by QGenda, (ii) any combination of the QGenda Technology with other programs or data not furnished by QGenda, or (iii) any use of the QGenda Technology prohibited by this Agreement or otherwise outside the scope of use for which the QGenda Technology is intended. The foregoing is exclusive and states the entire liability of QGenda with respect to infringements or misappropriation of any Proprietary Rights by the Services. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or suit brought against the U.S. pursuant to its jurisdictional statute 28 U.S.C. § 516.

JAW20170817 v2

21. Assumption of Responsibility For Personnel Schedules and Reports. Customer assumes sole and exclusive responsibility for verifying the accuracy and completeness of personnel schedules and/or payroll reports created with the Services. Customer acknowledges and agrees that (i) the Services provide a tool for Customer to manage its specific personnel scheduling processes solely with Customer's independent judgment and discretion, and (ii) Customer assumes sole and exclusive responsibility for any and all governmental regulations that may control scheduling of its personnel, including without limitation the Emergency Medical Treatment and Labor Act (EMTALA), as well as any laws or regulations regarding compensation, fees, and/or related taxes for Customer personnel.

22. Liability Cap. Except for claims arising out of a violation of QGenda's Proprietary Rights or indemnification or confidentiality obligations, in no event shall QGenda's aggregate liability, if any, including liability arising out of contract, negligence, strict liability in tort or warranty, or otherwise, exceed the contract price.

23. Disclaimer of Incidental and Consequential Damages. EXCEPT FOR CLAIMS ARISING OUT OF A VIOLATION OF QGENDA'S PROPRIETARY RIGHTS, INDEMNIFICATION OR CONFIDENTIALITY OBLIGATIONS OF THE PARTIES, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER UNDER ANY THEORY INCLUDING CONTRACT AND TORT (INCLUDING NEGLIGENCE AND STRICT PRODUCTS LIABILITY) FOR ANY INDIRECT, SPECIAL OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF THE PARTY CAUSING SUCH DAMAGES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY. The foregoing limitation of liability shall not apply to (1) personal injury or death resulting from Licensor's negligence; (2) for fraud; or (3) for any other matter for which liability cannot be excluded by law.

24. Termination or Suspension for Cause. When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, QGenda shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer.

25. Recourse against the United States for any alleged breach of this agreement must be made under the terms of the Federal Tort Claims Act or as a dispute under the contract disputes clause (Contract Disputes Act) as applicable. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

25.1 Reserved.

25.2 Reserved.

25.3 Effect of Termination. The terms and conditions of this Agreement shall survive any expiration or termination for so long as a Fee Schedule for any Affiliate remains in effect.

26. Notices. All notices given in writing shall be effective when served either by personal delivery, commercial courier (e.g. FedEx), or by certified or registered mail. In addition, an electronic mail message sent by one party to the other shall be deemed to constitute an effective notice hereunder only if: (i) the electronic mail message notice prominently states that it is being given under this Agreement and requests an email response acknowledging receipt; and (ii) the responding electronic mail message (a) clearly refers to the specific email



message to which it is responding, and (b) includes a copy of the text of such message. In order to be effective, all such notices shall be addressed to

8

JAW20170817 v2

Customer's billing contact or the contact person of the parties at their respective addresses, below or to such other addresses as either party may later specify by written notice.

27. Assignment. Neither QGenda nor Customer shall assign this Agreement or any right or interest under this Agreement, without the other Party's prior written consent. Any attempted assignment or delegation in contravention of this Section shall be void and ineffective.

28. Continuing Obligations. The following obligations shall survive the expiration or termination hereof: (i) any and all warranty disclaimers, limitations of liability and indemnities granted by either party herein, (ii) any provision herein regarding the ownership or protection of Proprietary Rights, including without limitation, the confidential information of either party, or any remedy for breach thereof, and (iii) the payment of taxes, duties, or any money to QGenda hereunder.

29. Reserved.

30. Publicity. Customer agrees to allow QGenda to use Customer's logo and list Customer's name and/or the specific Affiliate departments utilizing QGenda's services in marketing materials or a written or verbal list of customers to the extent permitted by the General Services Acquisition Regulation (GSAR) 552.203-71, provided that QGenda does not disclose information regarding Customer's personnel, the nature of the installation, or Customer's healthcare system. Notwithstanding the foregoing, Customer may limit the foregoing rights by written notice to QGenda and upon such notice, QGenda shall immediately cease such use.

31. Insurance. QGenda shall procure and maintain at its expense adequate property and casualty insurance coverage, with terms and conditions as are customarily included in such lines of insurance coverage written for companies in the same type of business as QGenda. However, QGenda is not required to carry such coverage as Errors and Omissions, Fiduciary liability, or an ERISA Bond.

32. Non-Solicitation. During the term of this Agreement and continuing through the first anniversary of the expiration or termination of this Agreement, Customer agrees that it will not, directly or indirectly, solicit or attempt to solicit for employment any persons employed by QGenda provided that solicitations and subsequent hirings initiated through general newspaper or website advertisements and other general circulation materials not directly targeted at such individuals shall not be deemed solicitations in violation of this sentence.

33. Quebec. The parties hereto acknowledge that they have required the present Agreement and all documentation, notices, and legal proceedings entered into, given or instituted pursuant hereto, or relating directly or indirectly hereto, be drawn up in the English language.

34. Force Majeure. Excusable delays shall be governed by FAR 52.212-4(f).

35. Non-Discrimination/Affirmative Action. The parties agree that, in fulfilling their respective obligations and duties under this Agreement, they shall not discriminate against any individual or group on the basis of race, religion, age, sex, national origin, citizenship, disability, sexual orientation, genetic information, or veterans/national guard/military reserve status.

36. Debarment. Each party hereby certifies that neither it nor any of its employees or agents performing any Services under this Agreement are (1) presently debarred, suspended, proposed for debarment, declared



ineligible, or voluntarily excluded from participation in any program sponsored by a federal, state, or local department or agency; or (2) under investigation for a crime or otherwise engaged in conduct for which an entity or individual can be debarred by any federal, state, or local

9

JAW20170817 v2

department or agency. Each party shall immediately notify the other party upon any inquiry or commencement of any such proceeding, and upon such notice, the party receiving notice shall have the right to immediately terminate this Agreement.

37. Access to Books and Records of Sub-Contractor. QGenda agrees that, until the expiration of four (4) years after the furnishing of any goods and services pursuant to this Agreement, it will make available, upon written request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, copies of this Agreement and any books, documents, records and other data of QGenda that are necessary to certify the nature and extent of the costs incurred by Customer in purchasing such goods and services. If QGenda carries out any of its duties under this Agreement through a subcontract with a related organization involving a value or cost of ten thousand dollars (\$10,000) or more over a twelve-month period, QGenda will cause such subcontract to contain a clause to the effect that, until the expiration of four (4) years after the furnishing of any good or service pursuant to said contract, the related organization will make available upon written request of the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives, copies of this Agreement and any books, documents, records and other data of said related organization that are necessary to certify the nature and extent of costs incurred by QGenda for such goods or services. QGenda shall give Customer notice immediately upon receipt of any request from the Secretary of Health and Human Services or the Comptroller General of the United States or any of their duly authorized representatives for disclosure of such information.

38. Miscellaneous. This Agreement shall be construed under the Federal laws of the United States. This Agreement, together with the underlying GSA Schedule Contract, Schedule Pricelist, and Purchase Order(s), constitutes the entire understanding of the parties with respect to the subject matter of this Agreement and merges all prior communications, understandings, and agreements by and between the parties. This Agreement may be modified only by a written agreement signed by the parties. The failure of either party to enforce at any time any of the provisions hereof shall not be a waiver of such provision, or any other provision. All payments hereunder shall be in United States dollars rounded up to the next dollar.

[Signature to follow]





Contract Holder

JAW20170817 v2

IN WITNESS WHEREOF, the parties execute this Agreement to become effective when executed by QGenda.

Customer: QGENDA, LLC

3340 Peachtree Road NE, Suite 1100  
Atlanta, GA 30326

By: \_\_\_\_\_ By: \_\_\_\_\_ (Signature) (Signature)

Name: \_\_\_\_\_ Name: \_\_\_\_\_ Title: \_\_\_\_\_

\_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_ Email: \_\_\_\_\_

\_\_\_\_\_ Email: Legal@QGenda.com

Address: \_\_\_\_\_

\_\_\_\_\_  
(Please no PO Box)

JAW20170817 v2

## EXHIBIT A

## FEE SCHEDULE - NUMBER: 1

This Fee Schedule is intended by the undersigned to be governed by a certain Software Services Agreement with QGenda, LLC with the Customer identified below (the "Agreement"). All defined terms in this Fee Schedule shall have the same meanings as the terms in the Agreement.

### 1. Implementation and Acceptance Process.

1.1 Prior to or shortly after execution of the Agreement, QGenda will contact Customer's technical contact to schedule a kick-off call to discuss the appropriate timeline and resources for the implementation. After the kick-off call, Customer agrees to timely provide any reasonably requested information to QGenda's Customer Success Team ("CS Team") in order for QGenda to complete Customer's configuration and perform its obligations hereunder.

### 2. Acceptance Criteria.

2.1 If any of the following events occur, Customer hereby acknowledges that "Acceptance" has occurred:

a) Customer logs into QGenda for the purpose of viewing, requesting or swapping schedules; b)

Customer edits a published schedule;

c) Customer creates and/or distributes a published schedule through the Services; or d)

Approval of a Sample Schedule Deliverable (defined below):

- i. A sample schedule produced by the CS team for Customer's review (a "Sample Schedule Deliverable") shall be accepted or rejected by Customer within three (3) business days ("Approval Period") from the date a Sample Schedule Deliverable is provided to Customer, unless otherwise agreed to in writing by the Parties.
- ii. If (i) Customer provides QGenda notice of approval of the Sample Schedule Deliverable, or (ii) Customer fails to reject the Sample Schedule Deliverable within the Approval Period or otherwise as agreed to in writing by the Parties, then for all purposes under this Exhibit, such Sample Schedule Deliverable shall be deemed approved ("Approval").
- iii. In the event Customer rejects the Sample Schedule Deliverable within the Approval Period, and includes sufficiently meaningful detail in writing so as to inform QGenda of the reason(s) for rejection, QGenda will, at QGenda's sole cost and expense, remedy any non-conformance, and re-deliver such deliverable for review by Customer. The foregoing process shall continue until final Approval. If Approval occurred pursuant 2(d)(ii), QGenda will continue to perform the activities as outlined above until the Sample Schedule Deliverable



has been provided.

JAW20170817 v2

3. Evaluation Period. Unless as otherwise agreed by the parties, Customer’s ninety (90) day evaluation period will commence upon the earlier of: 1) \_\_ weeks following execution of this Exhibit or; 2) Acceptance (as defined above). The commencement of the ninety (90) day evaluation period shall be referred to as the “Evaluation Commencement Date.” The evaluation period shall expire ninety (90) days from the Evaluation Commencement Date (the “Evaluation Expiration Date”).

4. Election To Continue Services. After the Evaluation Expiration Date, subject to the terms and conditions of the Agreement, Customer may elect to continue use of the Services for the Initial Subscription Term which shall be a period of one (1) year from the Evaluation Commencement Date (and for purposes of clarification, includes the evaluation period) by paying the applicable Recurring Subscription Fee in accordance with the GSA Pricelist. Furthermore, if Customer adds Scheduled Staff Members, additional One-Time Activation Fees and Recurring Subscription Fees (on a pro-rated basis) will be payable as described below.

5. Election To Discontinue Services. If Customer elects to discontinue use of the Services after the Evaluation Expiration Date, Customer will not be charged additional fees for the evaluation period.

6. Fees for Initial Subscription Term and Renewal Subscription Terms.

All Fees Specified Below Apply To Each Scheduled Staff Member		
Financial Plan Below	One time Activation Fee	Recurring Subscription Fee Billed Annually
Physicians	\$ Flat Rate up to ___ Scheduled Staff Members	\$ /Month Flat Rate up to ____ Scheduled Staff Members

7. Special Stipulations.

[ Signature to Follow]



Contract Holder

JAW20170817 v2

IN WITNESS WHEREOF, customer agrees to this Agreement and is effective when executed by QGenda.

Customer/Affiliate: QGenda, LLC

3340 Peachtree Road, NE, Suite 1100  
Atlanta, GA 30326

By: \_\_\_\_\_ By: \_\_\_\_\_ (Signature) (Signature)

Name: \_\_\_\_\_ Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_ Affiliate Address:

Title: \_\_\_\_\_ Date: \_\_\_\_\_



## End User License Agreement for Vocera Solutions Territory: United States

1. Introduction. This End User License Agreement (“EULA”) sets forth the provisions under which Vocera Communications, Inc. and/or its corporate affiliates (“Vocera”) is willing to grant to the GSA Customer certain licenses to Client Software and Server Software (collectively, “Software”) consisting of such Software as Vocera initially or subsequently provides (e.g., in conjunction with a subsequently acquired Vocera Communications Badge or as an update, upgrade or new product offering, all as detailed in Section 8). “Client Software” is Vocera-provided software that operates on a Vocera Communications Badge or other client device supported by Vocera (e.g. a smartphone) (“Authorized Client Device”). “Server Software” is Vocera-provided software that operates on server hardware platforms at the GSA Customer’s site, including both standard and optional components. “Hosted Service” means the provision of and access to the Vocera Care Transition Software and related services either at the GSA Customer’s site and/or via secure electronic access over the Internet provided to the GSA Customer by Vocera and/or its designee. Defined terms used in this EULA, but not defined herein, are defined in the Supplemental Terms and Conditions in Attachment 2.

### 2. License.

a. Server Software. Subject to the terms and conditions of this EULA, Vocera grants the GSA Customer the non-exclusive right to (i) install and run (“Use”) the Server Software on computer systems (each, a “Server Computer”) located at End User’s Facilities in the United States (“Territory”); (ii) to Use the Client Software in conjunction with Authorized Client Devices and such Server Computers; and (iii) for pilot licenses for certain Software provided on a trial basis, use such Software for the limited term specified by Vocera in writing. The GSA Customer may Use the standard Server Software on one primary Server Computer (or a primary cluster of computers suitably configured for productive use of the Server Software). The GSA Customer may install backup copies of the Server Software on backup Server Computers to provide redundancy in the event of failure of the primary Server Computer(s) but, unless the GSA Customer has acquired multiple licenses from Vocera, the GSA Customer may not run such backup or additional copies concurrently with the primary copies. Vocera grants the GSA Customer the right to use the applicable License Key issued by Vocera only to enable Use of the Server Software in conjunction with the licensed Server Computers.

b. Hosted Service. If a Hosted Service for Vocera Care Transition Software is provided, then subject to the terms and conditions of this EULA, Vocera grants the GSA Customer the non-exclusive right to utilize the Hosted Service during the applicable Subscription Term solely for the GSA Customer’s internal use in conjunction with the Vocera Software, and other Products or Services the GSA Customer licensed or purchased.

3. Title and Ownership. The Software is licensed, not sold to the GSA Customer by Vocera. All right, title, and interest in the Software and Product Documentation, including without limitation all patent rights, copyrights and other intellectual property rights thereto, are retained by Vocera. Nothing contained herein shall be interpreted as an assignment of any patent rights. The GSA Customer, including the GSA Customer’s personnel (as defined above) may run the Software and use the corresponding Product Documentation subject to the restrictions herein solely for the GSA Customer’s internal purposes. The GSA Customer shall ensure that its personnel who have access to the Software are made aware of the terms hereof.

4. Term and Termination. If the GSA Customer Purchase Order indicates that the Software is licensed for a Subscription Term or otherwise refers to a Billing Period of fixed period of time, then such Software shall be considered licensed for such fixed Subscription Term. Any Software not specifically licensed for a Subscription Term or other limited term (e.g. a pilot license) is licensed for a Perpetual Term. When the end user is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be made as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Vocera shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer. Upon expiration or termination of this EULA, the GSA Customer shall cease using and shall destroy the Software and any Product Documentation and all copies thereof including any updates or upgrades.

5. Restrictions. Various licenses offered by Vocera differ in certain limits as set forth in the GSA Customer Purchase Order or otherwise specified in writing by Vocera (the “Limits”), including limits on (i) the number



of profiled and/or concurrent users permitted, (ii) the hardware resources (e.g., number of Authorized Client Devices or

communication ports) supported, or (iii) the features enabled. The GSA Customer may not (a) Use the Server Software on or from any platform other than the Server Computers, (b) Use the Client Software on or from any platform other than the Authorized Client Devices, (c) Use the Software in a manner exceeding such Limits, (d) Use the Software so as to circumvent any technological measure provided to control access to or limit its Use, or (e) Use the Software other than as contemplated by the Product Documentation; provided, that the foregoing does not apply to the extent that such activities are expressly permitted by law notwithstanding this prohibition. The GSA Customer agrees not to duplicate or disclose to third parties any License Key issued by Vocera without Vocera's prior written consent. The Software may not be transferred, nor this license assigned, to a third party. The Software and Product Documentation may not be (A) rented, leased or lent to third parties; (B) used in any jurisdiction outside the U.S. or imported into any jurisdiction except in compliance with all applicable laws of the U.S. and such jurisdiction; or (C) made available to third parties as part of any timesharing or service bureau arrangement. The GSA Customer may not and may not attempt or encourage or permit any third party to: (I) copy, modify, translate, adapt, market, sublicense or make derivative works from all or any portion of the Software or Product Documentation, or reverse engineer, reverse compile, disassemble or decompile the Software or any portion thereof except, and only to the extent, that such activity is expressly permitted by law notwithstanding this limitation; (II) if licensing a Hosted Service, interfere with or disrupt any Hosted Service or servers or networks connected to the Hosted Service; or (III) use the Software in violation of any federal statute, regulation, treaties or other laws. Notwithstanding the foregoing, the GSA Customer may make a reasonable number of copies of the Software solely for archival or disaster recovery and subject to the restrictions imposed by U.S. copyright law. The GSA Customer agrees to reproduce product identification, copyright and other proprietary notices of Vocera and Licensors on all copies. The GSA Customer's rights are only as expressly stated herein. There are no implied rights to Use, distribute, modify or reproduce the Software.

6.No Warranty. Software errors are likely. Maintenance and support services for the correction of Software errors are available separately from Vocera or an authorized reseller and, therefore, no warranty or condition of any kind for the Software, either express, implied or statutory, is provided under this EULA.. Vocera's resellers have no authority to make any representations or commitments on behalf of Vocera or to modify, in any respect, this EULA, any of its provisions or any rights hereunder. The Software includes speech recognition features implemented by means of statistical processes that are inherently subject to error. The GSA Customer is responsible for confirming the suitability of the Software for the GSA Customer's specific application, monitoring the GSA Customer's use of the Software and providing for the handling and/or correction of such errors. ALL EXPRESS, IMPLIED OR STATUTORY TERMS, CONDITIONS, REPRESENTATIONS, AND WARRANTIES (INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE) ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW.

7.U.S. Government Users. The Software is a "commercial item" consisting of "commercial computer software" and the Product Documentation is a "commercial item" consisting of "commercial computer software documentation," as such terms are used in FAR . 2.101 and FAR 12.212. Under FAR. 12.212; FAR 52.227-14 "Rights in Data" (Dec. 2007) and DFARS 252. 227.7015 "Technical Data -Commercial Items" (Jun. 2013), and other applicable DFARS provisions. U.S. Government Users acquire the Software and Product Documentation only with the rights set forth herein.

8.Third-Party Licensors; Updates. Certain modules or technology included by Vocera within the Software are provided by Vocera's direct or indirect licensors (respectively, "Licensor Modules" and "Licensors").

9.Damages Exclusions and Limitations.

WITHOUT PREJUDICE TO ANY OF THE FOREGOING, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY, VOCERA WILL NOT BE LIABLE FOR ANY AMOUNT EXCEEDING THE "LIABILITY LIMIT" (AS DEFINED BELOW). THE "LIABILITY LIMIT" IS



ONE HUNDRED FIFTY PERCENT 150% OF THE AMOUNT ACTUALLY PAID BY END USER FOR THE SPECIFIC PRODUCT UNITS SUBJECT TO THE CLAIM WITHIN THE TWELVE (12) MONTHS PRIOR TO THE DATE OF THE CLAIM FOR (I) SOFTWARE WHERE THE CLAIM PRIMARILY RELATES TO SOFTWARE; (II) HARDWARE PRODUCTS WHERE THE CLAIM RELATES PRIMARILY TO HARDWARE PRODUCTS OR TO THE HARDWARE WARRANTY; (III) SUPPORT SERVICES WHERE THE CLAIM PRIMARILY RELATES TO VOCERA'S SOFTWARE MAINTENANCE AND TECHNICAL SUPPORT; (IV) SERVICES OTHER THAN SUPPORT SERVICES WHERE THE CLAIM PRIMARILY RELATES TO SUCH SERVICES,

AND/OR AN ENGAGEMENT LETTER PURSUANT THERETO; AND, WHERE CLAUSES (I) THROUGH (IV) ARE NOT APPLICABLE, (V) PRODUCTS AND/OR SERVICES AS APPLICABLE. THE FOREGOING EXCLUSION/LIMITATION OF LIABILITY SHALL NOT APPLY (1) TO PERSONAL INJURY OR DEATH CAUSED BY VOCERA'S NEGLIGENCE; (2) FOR FRAUD; (3) FOR EXPRESS REMEDIES UNDER LAW OR THE SCHEDULE CONTRACT; OR (4) FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW.

IF ANY PART OF THIS SECTION 9 IS FOUND TO BE UNENFORCEABLE BY ANY COURT OR COMPETENT AUTHORITY OR WOULD BE FOUND TO BE UNENFORCEABLE IF IT WERE INTERPRETED OR CONSTRUED IN A PARTICULAR WAY, THEN, THE RELEVANT WORDING SHOULD BE INTERPRETED OR CONSTRUED SO AS TO AVOID SUCH A FINDING AND THAT, IN THE EVENT OF SUCH A FINDING, THE REMAINDER OF THE PROVISION IN QUESTION SHALL BE INTERPRETED OR CONSTRUED TO GIVE IT FULL EFFECT.

10. General.

1. Governing Law. This EULA is governed by the federal laws of the United States. The United Nations Convention on the International Sale of Goods, and any local implementing legislation shall not apply to this EULA.
2. Language. The parties have expressly requested and required that this EULA and all other related policies and documents be drawn up in the English language.
3. Notices. Any notice required to be given hereunder shall be in writing and shall be given by facsimile or email (confirmed by regular mail), personal delivery (including by professional courier), or mailing (by first class prepaid mail, return receipt requested). Notices to Vocera shall be sent as follows:

Address:	Vocera Communications, Inc.
	525 Race Street
	San Jose, CA 95126-3495
	United States
Attention:	Law Department
Telephone:	408-882-5990
Facsimile:	408-882-5901
Email	<a href="mailto:LawDepartment@vocera.com">LawDepartment@vocera.com</a>

Notices to End User shall be sent to any address specified in the GSA Customer Purchase Order between the parties. In the case of personal delivery, notice shall be deemed to have been given upon actual receipt. In the case of email or facsimile, notice shall be deemed to have been given upon the date the transmitting machine confirms such transmission. In the case of mailing, such notice shall be deemed to have been given seven business days after such mailing.



## Webair End User License Agreement

### 1.1 Cloud Computing Services Adherence to Essential Cloud Characteristics

#### On-demand self-service

The Webair service is delivered as fully managed bare metal, private, and public infrastructure located in Webair's own New York and Los Angeles data centers. A consumer can provision managed and unmanaged compute, storage, network, disaster-recovery, and offsite backup capabilities without requiring human interaction via Webair's portal or API.

#### Broad network access

All services can be accessible via the following methods:

- Private & direct connectivity (MPLS tie-in, point to point, interconnection fabric) where cloud services can be air-gapped from the public Internet and physically dedicated to customers.
- Over virtual interconnection fabrics such as PacketFabric and Megaport.
- Via physical data center cross connects
- Over site-to-site and site-to-client VPN
- Via the internet using standard mechanisms (workstations, laptops, mobile phones, mobile tablets) connected to the internet.

#### Resource pooling

Webair's services provide consumers with either shared multi-tenant cloud infrastructure or physically diverse and dedicated infrastructure both via the flexible model. All customer data is stored in Webair owned data centers located in the US with the primary data center located in Garden City, New York. Customers have options to fully encrypt all data and bring their own encryption keys.

#### Rapid elasticity

As a cloud service running on Webair Cloud infrastructure supports on-demand and auto-scale options for computing/database resources allocation as needed to provide optimal system performance for end users. Unlimited scalability/application elasticity adapts to demand.

#### Measured Service

Webair provides direct exposure to resource utilization, such as compute, disk, memory, network, controlled and reported in real-time via the portal or API. This includes resource usage as well as associated costs. All system utilization information is fully transparent. Alerts can be configured to notify customers via email, SMS, Slack, and other methods should predetermined thresholds be met.





1.2 Infrastructure as a Service (IaaS) Model. Webair provides the consumer the capability to the consumer is to provision processing, storage, networks, and other fundamental computing resources where the consumer can deploy and run arbitrary software, which can include operating systems and applications. The consumer does not manage or control the underlying cloud infrastructure but has control over operating systems, storage, and deployed applications.

### 1.3 Cloud Computing Services Deployment Model

Webair managed cloud services are deployed on Public, Private, and Bare Metal infrastructure. Access to the infrastructure is limited to users with appropriate username and password credentials.



## X1 End User License Agreement

This End User License Agreement ("License") sets forth the legal terms between X1 Discovery, Inc. ("X1D") and the Ordering Activity under GSA Schedule contracts ("You") with respect to the X1D Search 8 software product ("Software"). PLEASE READ CAREFULLY. BY BOTH PARTIES EXECUTING THIS AGREEMENT IN WRITING, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS LICENSE. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT DOWNLOAD, INSTALL, OR USE THE SOFTWARE.

- 1. License.** X1D grants to You a limited, non-exclusive, non-transferable, non-sublicensable license to download, install and use a single copy of the Software: (i) on one primary computer, and (ii) on one other computer used primarily by You (e.g., a portable computer), provided that the Software is not in concurrent use on more than one device at all times. For X1 Search Virtual Edition, you may publish X1 as needed within the virtual desktop architecture, provided that you have purchased a license for the applicable number of users. "Software" includes object code form of the software program, accompanying documentation, related components provided with the Software, and any updates and maintenance releases provided to You. You shall not use the Software to provide any service bureau, rental service, subscription service, litigation support or other consulting service where you sell output or results from the Software. You understand that the Software is not designed to preserve data as evidence for court purposes or data retention and X1D expressly disclaims any liability for data loss or alteration. This Software is licensed, not sold, and X1D grants You only the specific rights expressly set forth in this paragraph, the GSA Schedule contract, Pricelist and applicable Purchase Order(s). Restrictions. You agree not to (i) alter any copyright, trademark, patent, or other proprietary legends on or in the Software; (ii) decompile, reverse engineer, disassemble or otherwise reproduce the Software, or modify or create derivative works based on the Software; (iii) publish, rent, lease, sublicense, distribute, transfer or assign the Software; (iv) use the Software in any manner that could damage, disable, burden, or impair X1D's Devices; or (v) merge the Software into another program. The Software may contain software licensed from third parties ("Licensed Software") and You may not access any Licensed Software made available in connection with or through the Software (e.g., an integrated file viewer) without the presence and execution of the Software.
- 2. Support.** The terms of this License will also govern all updates or upgrades provided by X1D which replace or supplement the Software. You are not entitled to any updates, enhancements, upgrades or modifications to the Software or any support or maintenance services unless you have entered into an agreement for such support or maintenance services and are in good standing under such agreement. X1D does not guarantee that any future updates or upgrades of Software will be made available to You or will be available free of charge. Additionally, X1D may automatically download and install updates or other changes to the Software.
- 3. Third Party Services.** X1D may enable access to third party software, services, content and web sites (collectively, "Third Party Services") from within or through the Software. You acknowledge and agree that X1D is not responsible for examining or evaluating the content, accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect of such Third Party Services. Use of the Third Party Services may require Internet access, subscription to a service, and Third Party Services may have terms different than those in this Agreement. To the extent You choose to access such Third Party Services, You are responsible for compliance with all fees, terms of service and all applicable laws with respect to such Third Party Services. You hereby waive any legal claim You might have against X1D with respect to such Third Party Services.
  - 4. Changes.** X1D products and services are constantly evolving and X1D may change the Software to enhance a previously purchased capability, add additional capabilities to or otherwise improve the functions of the Software.
- 5. Termination.** This License is effective until terminated in accordance with the Federal Acquisition Regulation and Contract Disputes Act. When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, X1D shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer. If You have licensed the Software

under a term license, the License shall terminate upon the expiration of the stated license term. Upon termination, You must uninstall, remove, and delete all copies and installations of the Software.

6. Data Collection and Privacy. Use of the Software is subject to our attached Privacy Policies.
7. LIMITED WARRANTY. X1D warrants that the SOFTWARE will, for a period of sixty (60) days from the date of your receipt, perform substantially in accordance with SOFTWARE written materials accompanying it. EXCEPT AS EXPRESSLY SET FORTH IN THE FOREGOING, THE SOFTWARE IS PROVIDED "AS IS," WITH NO WARRANTIES WHATSOEVER. X1D EXPRESSLY DISCLAIMS ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS. X1D DISCLAIMS ANY WARRANTIES REGARDING THE SECURITY, RELIABILITY, TIMELINESS, AND PERFORMANCE OF THE SOFTWARE. YOU UNDERSTAND AND AGREE THAT YOU DOWNLOAD, INSTALL, AND/OR USE THE SOFTWARE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD, INSTALLATION, OR USE OF THE SOFTWARE. X1D DISCLAIMS ANY RESPONSIBILITY FOR ANY HARM RESULTING FROM YOUR DOWNLOAD, INSTALLATION, OR USE OF THE SOFTWARE.
8. LIMITATIONS OF LIABILITY. UNDER NO CIRCUMSTANCES SHALL X1D BE LIABLE TO YOU FOR YOUR USE OF THE SOFTWARE. SUCH LIMITATION OF LIABILITY SHALL APPLY TO PREVENT RECOVERY OF DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, AND PUNITIVE DAMAGES WHETHER SUCH CLAIM IS BASED ON WARRANTY, CONTRACT, TORT, OR OTHERWISE, (EVEN IF X1D HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). SUCH LIMITATION OF LIABILITY SHALL APPLY WHETHER THE DAMAGES ARISE FROM USE OR MISUSE OF AND RELIANCE ON THE SOFTWARE, FROM INABILITY TO USE THE SOFTWARE, OR FROM THE INTERRUPTION, SUSPENSION, OR TERMINATION OF THE SOFTWARE (INCLUDING SUCH DAMAGES INCURRED BY THIRD PARTIES). SUCH LIMITATION SHALL APPLY NOTWITHSTANDING A FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND TO THE FULLEST EXTENT PERMITTED BY LAW. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, X1D'S LIABILITY SHALL IN NO EVENT EXCEED THE CONTRACT PRICE, except in the event of termination for fault or for cause the U.S. may seek to recover procurement costs or any other costs afforded to it under the FAR and/or applicable acquisition regulations. . The foregoing limitation of liability shall not apply to (1) personal injury or death resulting from Licensor's negligence; (2) for fraud; or (3) for any other matter for which liability cannot be excluded by law.
9. Reserved. .
10. Export Control; Government End Users. The Software is subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the Software, which may include restrictions on destinations, end users and usage. If the Software is supplied to or on behalf of the United States Government, then the Software is deemed to be "commercial software" as that term is used in the Federal Acquisition Regulation system. Rights of the United States shall not exceed the minimum rights set forth in FAR 52.227-14 for "restricted computer software." All other terms and conditions of this License apply.
11. Order of Precedence. In the event of a conflict between the terms and conditions of this License, and any written negotiated and executed license between X1D and You governing Your use of the Software, such written negotiated and executed license shall control. In the event of a conflict between the terms and conditions of this License and another software end user license agreement for a program sold in conjunction with the Software, this License shall control. In the event of a conflict between the terms and conditions of this License and an Ordering Activity purchase order, the terms of the negotiated purchase order shall control.
12. Choice of Law and Venue. This License shall be governed by and construed in accordance with the Federal laws of the United States.
13. Miscellaneous. Nothing herein shall be construed to limit X1D rights and remedies provided by law. This License together with the underlying GSA Schedule Contract, Schedule Pricelist, Purchase Order(s), constitutes the entire agreement between You and X1D relating to the Software and supersedes all prior or contemporaneous oral or written communications and representations with respect to the Software or any other subject matter covered by this License.

This End User License Agreement ("License") sets forth the legal terms between X1 Discovery, Inc. ("X1D") and the Ordering Activity under GSA Schedule contracts ("You") with respect to the X1D Social Discovery software product ("Software"). PLEASE READ CAREFULLY. BY BOTH PARTIES EXECUTING THIS AGREEMENT IN WRITING, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS LICENSE. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT DOWNLOAD, INSTALL, OR USE THE SOFTWARE.

1. License. X1D grants to You a limited, non-exclusive, non-transferable, non sublicensable license for a term of one year, or such perpetual or multi-year license term as specified in a purchase order, enterprise license agreement, or other ordering document issued by You and accepted by X1D ("Term"), to download, install and use a single copy of the Software on the one computer device on which You first install ("Device"). This License is bound to the Device on which the Software is installed. Copying or transferring to any other device or usage on multiple devices is prohibited. "Software" includes object code form of the software program, accompanying documentation, related components provided with the Software, and any updates and maintenance releases provided to You. You are also prohibited from using the Software to monitor or follow individuals or groups by characteristics such as race, ethnicity, religion, creed, gender expression, or political affiliation. This Software is licensed, not sold, and X1D grants You only the specific rights expressly set forth in this paragraph, the GSA Schedule contract, Pricelist and applicable Purchase Order(s).
2. Restrictions. You agree not to (i) alter any copyright, trademark, patent, or other proprietary legends on or in the Software; (ii) decompile, reverse engineer, disassemble or otherwise reproduce the Software, or modify or create derivative works based on the Software; (iii) publish, rent, lease, sublicense, distribute, transfer or assign the Software; (iv) use the Software in any manner that could damage, disable, burden, or impair X1D's Devices; or (v) merge the Software into another program. The Software may contain software licensed from third parties ("Licensed Software") and You may not access any Licensed Software made available in connection with or through the Software (e.g., an integrated file viewer) without the presence and execution of the Software.
3. Support. The terms of this License will also govern all updates or upgrades provided by X1D which replace or supplement the Software. X1D does not guarantee that any future updates or upgrades of Software will be made available to You or will be available free of charge. Additionally, X1D may automatically download and install updates or other changes to the Software to enhance a previously purchased capability, add additional capabilities to or otherwise improve the functions of the Software.
4. Third Party Services. X1D may enable access to third party software, services, social media provider published application programming interfaces ("APIs") content and web sites (collectively, "Third Party Services") from within or through the Software. You acknowledge and agree that X1D is not responsible for examining or evaluating the content, accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect of such Third Party Services. Use of the Third Party Services may require Internet access, subscription to a service, and such Third Party Services may have terms different than those in this Agreement. To the extent You choose to access such Third Party Services, You are responsible for compliance with all fees, terms of service and all applicable laws with respect to such Third Party Services. You hereby waive any legal claim You might have against X1D with respect to such Third Party Services. You acknowledge that the APIs published by leading social media sites are subject to change and differing levels of access without notice in the sole discretion of those social media sites, for which you acknowledge that X1D is not responsible or liable for.
5. Changes. X1D products and services are constantly evolving and X1D may change the Software to enhance a previously purchased capability, add additional capabilities to or otherwise improve the functions of the Software.
6. Termination. This License is effective for the Term. When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, X1D shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer. If You have licensed the Software under a term license, the License shall terminate upon the expiration of the term. Upon termination, You must uninstall, remove, and delete all copies and installations of the Software.
7. Data Collection and Privacy. Use of the Software is subject to our attached Privacy Policies.

8. **DISCLAIMER OF WARRANTY.** X1D warrants that the SOFTWARE will, for a period of sixty (60) days from the date of your receipt, perform substantially in accordance with SOFTWARE written materials accompanying it.

EXCEPT AS EXPRESSLY SET FORTH IN THE FOREGOING, THE SOFTWARE IS PROVIDED "AS IS," WITH NO WARRANTIES WHATSOEVER. X1D EXPRESSLY DISCLAIMS ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS. X1D DISCLAIMS ANY WARRANTIES REGARDING THE SECURITY, RELIABILITY, TIMELINESS, AND PERFORMANCE OF THE SOFTWARE. YOU UNDERSTAND AND AGREE THAT YOU DOWNLOAD, INSTALL, AND/OR USE THE SOFTWARE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD, INSTALLATION, OR USE OF THE SOFTWARE. X1D DISCLAIMS ANY RESPONSIBILITY FOR ANY HARM RESULTING FROM YOUR DOWNLOAD, INSTALLATION, OR USE OF THE SOFTWARE.

9. **LIMITATIONS OF LIABILITY.** UNDER NO CIRCUMSTANCES SHALL X1D BE LIABLE TO YOU FOR YOUR USE OF THE SOFTWARE. SUCH LIMITATION OF LIABILITY SHALL APPLY TO PREVENT RECOVERY OF DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, AND PUNITIVE DAMAGES WHETHER SUCH CLAIM IS BASED ON WARRANTY, CONTRACT, TORT, OR OTHERWISE, (EVEN IF X1D HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). SUCH LIMITATION OF LIABILITY SHALL APPLY WHETHER THE DAMAGES ARISE FROM USE OR MISUSE OF AND RELIANCE ON THE SOFTWARE, FROM INABILITY TO USE THE SOFTWARE, OR FROM THE INTERRUPTION, SUSPENSION, OR TERMINATION OF THE SOFTWARE (INCLUDING SUCH DAMAGES INCURRED BY THIRD PARTIES). SUCH LIMITATION SHALL APPLY NOTWITHSTANDING A FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND TO THE FULLEST EXTENT PERMITTED BY LAW. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, X1D'S LIABILITY SHALL IN NO EVENT EXCEED THE CONTRACT PRICE, except in the event of termination for fault or for cause the U.S. may seek to recover procurement costs or any other costs afforded to it under the FAR and/or applicable acquisition regulations.. The foregoing limitation of liability shall not apply to (1) personal injury or death resulting from Licensor's negligence; (2) for fraud; or (3) for any other matter for which liability cannot be excluded by law.

10. Reserved.

11. **Export Control; Government End Users.** The Software is subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the Software, which may include restrictions on destinations, end users and usage. If the Software is supplied to or on behalf of the United States Government, then the Software is deemed to be "commercial software" as that term is used in the Federal Acquisition Regulation system. Rights of the United States shall not exceed the minimum rights set forth in FAR 52.227-14 for "restricted computer software." All other terms and conditions of this License apply.

12. **Order of Precedence.** In the event of a conflict between the terms and conditions of this License, and any written negotiated and executed license between X1D and You governing Your use of the Software, such written negotiated and executed license shall control. In the event of a conflict between the terms and conditions of this License and another software end user license agreement for a program sold in conjunction with the Software, this License shall control. In the event of a conflict between the terms and conditions of this License and an Ordering Activity Purchase Order, the terms of the negotiated purchase order shall control.

13. **Choice of Law and Venue.** This License shall be governed by and construed in accordance with the Federal laws of the United States.

14. **Miscellaneous.** Nothing herein shall be construed to limit X1D rights and remedies provided by law. This License, together with the underlying GSA Schedule Contract, Schedule Pricelist, Purchase Order(s), constitutes the entire agreement between You and X1D relating to the Software and supersedes all prior or contemporaneous oral or written communications and representations with respect to the Software or any other subject matter covered by this License..

X1 Rapid Discovery, X1 Insight & Collection or X1 Data Audit & Compliance End User License Agreement  
This End User License Agreement ("License") sets forth the legal terms between X1 Discovery, Inc. ("X1D") and the Ordering Activity under GSA Schedule contracts ("You" or "Ordering Activity") (with respect to the X1D



Rapid Discovery, X1D Insight & Collection or X1D Data Audit & Compliance software products ("Software"). PLEASE READ CAREFULLY. BY BOTH PARTIES EXECUTING THIS AGREEMENT IN WRITING, YOU ARE AGREEING TO BE BOUND BY THE TERMS OF THIS LICENSE. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT DOWNLOAD, INSTALL, OR USE THE SOFTWARE.

1. License. Subject to Your compliance with the terms and conditions of this License and payment of any applicable license fees, X1D grants to You a limited, non-exclusive, non-transferable, non-sublicensable license to download, install and use a single copy of the Software on Your server. This License allows you to install the Software on only one controlling server, which may also connect and share resources with multiple support servers. Copying for use on to other servers for simultaneous use on multiple controlling servers is prohibited. "Software" includes object code form of the software program, accompanying documentation, related components provided with the Software, and any updates and maintenance releases provided to You. This Software is licensed, not sold, and X1D grants You only the specific rights expressly set forth in this paragraph, the GSA Schedule contract, Pricelist and applicable Purchase Order(s).
2. Restrictions. You agree not to (i) alter any copyright, trademark, patent, or other proprietary legends on or in the Software; (ii) decompile, reverse engineer, disassemble or otherwise reproduce the Software, or modify or create derivative works based on the Software; (iii) publish, rent, lease, sublicense, distribute, transfer or assign the Software; (iv) use the Software in any manner that could damage, disable, burden, or impair X1D's servers; or (v) merge the Software into another program. The Software may contain software licensed from third parties ("Licensed Software") and You may not access any Licensed Software made available in connection with or through the Software (e.g., an integrated file viewer) without the presence and execution of the Software.
3. Support. The terms of this License will also govern all updates or upgrades provided by X1D which replace or supplement the Software. X1D does not guarantee that any future updates or upgrades of Software will be made available to You or will be available free of charge. Additionally, X1D may automatically download and install updates or other changes to the Software to enhance a previously purchased capability, add additional capabilities to or otherwise improve the functions of the Software...
4. Third Party Services. X1D may enable access to third party software, services, content and web sites (collectively, "Third Party Services") from within or through the Software. You acknowledge and agree that X1D is not responsible for examining or evaluating the content, accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect of such Third Party Services. Use of the Third Party Services may require Internet access, subscription to a service, and Third Party Services may have terms different than those in this Agreement. To the extent You choose to access such Third Party Services, You are responsible for compliance with all fees, terms of service and all applicable laws with respect to such Third Party Services. You hereby waive any legal claim You might have against X1D with respect to such Third Party Services.
5. Changes. X1D products and services are constantly evolving and X1D may change the Software to enhance a previously purchased capability, add additional capabilities to or otherwise improve the functions of the.
6. Termination. This License is effective until terminated in accordance with the Federal Acquisition Regulation and Contract Disputes Act.. When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, X1D shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer. If You have licensed the Software under a term license, the License shall terminate upon the expiration of the term. Upon termination, You must uninstall, remove, and delete all copies and installations of the Software.
7. Data Collection and Privacy. Use of the Software is subject to our attached Privacy Policies.
8. LIMITED WARRANTY. X1D warrants that the SOFTWARE will, for a period of sixty(60) days from the date of your receipt, perform substantially in accordance with SOFTWARE written materials accompanying it. EXCEPT AS EXPRESSLY SET FORTH IN THE FOREGOING, THE SOFTWARE IS PROVIDED "AS IS," WITH NO WARRANTIES WHATSOEVER. X1D

EXPRESSLY DISCLAIMS ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS. X1D DISCLAIMS ANY WARRANTIES REGARDING THE SECURITY, RELIABILITY, TIMELINESS, AND PERFORMANCE OF THE SOFTWARE. YOU UNDERSTAND AND AGREE THAT YOU DOWNLOAD,

INSTALL, AND/OR USE THE SOFTWARE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD, INSTALLATION, OR USE OF THE SOFTWARE. X1D DISCLAIMS ANY RESPONSIBILITY FOR ANY HARM RESULTING FROM YOUR DOWNLOAD, INSTALLATION, OR USE OF THE SOFTWARE.

9. LIMITATIONS OF LIABILITY. UNDER NO CIRCUMSTANCES SHALL X1D BE LIABLE TO YOU FOR YOUR USE OF THE SOFTWARE. SUCH LIMITATION OF LIABILITY SHALL APPLY TO PREVENT RECOVERY OF DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, AND PUNITIVE DAMAGES WHETHER SUCH CLAIM IS BASED ON WARRANTY, CONTRACT, TORT, OR OTHERWISE, (EVEN IF X1D HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). SUCH LIMITATION OF LIABILITY SHALL APPLY WHETHER THE DAMAGES ARISE FROM USE OR MISUSE OF AND RELIANCE ON THE SOFTWARE, FROM INABILITY TO USE THE SOFTWARE, OR FROM THE INTERRUPTION, SUSPENSION, OR TERMINATION OF THE SOFTWARE (INCLUDING SUCH DAMAGES INCURRED BY THIRD PARTIES). SUCH LIMITATION SHALL APPLY NOTWITHSTANDING A FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND TO THE FULLEST EXTENT PERMITTED BY LAW. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, X1D'S LIABILITY SHALL IN NO EVENT EXCEED CONTRACT PRICE, except in the event of termination for fault or for cause the U.S. may seek to recover procurement costs or any other costs afforded to it under the FAR and/or applicable acquisition regulations.. The foregoing limitation of liability shall not apply to (1) personal injury or death resulting from Licensor's negligence; (2) for fraud; or (3) for any other matter for which liability cannot be excluded by law.
10. Reserved. .
11. Export Control; Government End Users. The Software is subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the Software, which may include restrictions on destinations, end users and usage. If the Software is supplied to or on behalf of the United States Government, then the Software is deemed to be "commercial software" as that term is used in the Federal Acquisition Regulation system. Rights of the United States shall not exceed the minimum rights set forth in FAR 52.227-14 for "restricted computer software." All other terms and conditions of this License apply.
12. Order of Precedence. In the event of a conflict between the terms and conditions of this License, and any written negotiated and executed license between X1D and You governing Your use of the Software, such written negotiated and executed license shall control. In the event of a conflict between the terms and conditions of this License and another software end user license agreement for a program sold in conjunction with the Software, this License shall control. In the event of a conflict between the terms and conditions of this License and an Ordering Activity Purchase Order, the terms of the negotiated purchase order shall control.
13. Choice of Law and Venue. This License shall be governed by and construed in accordance with the Federal laws of the United States.
14. Miscellaneous. Nothing herein shall be construed to limit X1D rights and remedies provided by law. This License, together with the underlying GSA Schedule Contract, Schedule Pricelist, Purchase Order(s), constitutes the entire agreement between You and X1D relating to the Software and supersedes all prior or contemporaneous oral or written communications and representations with respect to the Software or any other subject matter covered by this License..