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**Carahsoft Rider to Manufacturer Agreements
(for U.S. Government End Users)**

- 1. Scope.** This Carahsoft Rider and the Manufacturer Agreement establish the terms and conditions enabling Carahsoft to provide Software and Services to U.S. Government agencies (the "Client" or "Licensee").
- 2. Applicability.** The terms and conditions in the attached Manufacturer Agreement (see attached) are hereby incorporated by reference to the extent that they are consistent with Federal Law (e.g., the Anti-Deficiency Act (31 U.S.C. § 1341(a)(1)(B)), the Contracts Disputes Act of 1978 (41 U.S.C. § 601-613), the Prompt Payment Act, the Anti-Assignment statutes (31 U.S.C. § 3727 and 41 U.S.C. 15), 28 U.S.C. § 516 (Conduct of Litigation Reserved to Department of Justice (DOJ), and 28 U.S.C. § 1498 (Patent and copyright cases)). To the extent the terms and conditions in the Manufacturer's Agreements are inconsistent with the Federal Law (*See* FAR 12.212(a)), they shall be deemed deleted and unenforceable under any resultant orders under Carahsoft's contract #GS-35F-0119Y, including, but not limited to the following:
 - (a) Contracting Parties.** The Government customer (Licensee) is the "Ordering Activity", "defined as an entity authorized to order under Government contracts as set forth in Government Order 4800.2H ADM, as may be revised from time to time. The Licensee cannot be an individual because any implication of individual licensing triggers the requirements for legal review by Federal Employee unions. Conversely, because of competition rules, the contractor must be defined as a single entity even if the contractor is part of a corporate group. The Government cannot contract with the group, or in the alternative with a set of contracting parties.
 - (b) Changes to Work and Delays.** Subject to GSAR Clause 552.243-72, Modifications (Federal Supply Schedule) (July 2000) (Deviation I 2010) (AUG 1987), and 52.212 -4 (f) Excusable delays. (JUN 2010) regarding which the GSAR and the FAR provisions shall take precedence.
 - (c) Contract Formation.** Subject to FAR Sections 1.601(a) and 43.102, the Government Order must be signed by a duly warranted contracting officer, in writing. The same requirement applies to contract modifications affecting the rights of the parties. All terms and conditions intended to bind the Government must be included within the contract signed by the Government.
 - (d) Audit.** During the term of this Agreement: (a) If Ordering Activity's security requirements included in the Order are met, Manufacturer or its designated agent may audit Ordering Activity's facilities and

records to verify Ordering Activity's compliance with this Agreement. Any such audit will take place only during Ordering Activity's normal business hours contingent upon prior written notice and adherence to any security measures the Ordering Activity deems appropriate, including any requirements for personnel to be cleared prior to accessing sensitive facilities. Carahsoft on behalf of the Manufacturer will give Ordering Activity written notice of any non-compliance, including the number of underreported Units of Software or Services ("Notice"); or (b) If Ordering Activity's security requirements are not met and upon Manufacturer's request, Ordering Activity will run a self-assessment with tools provided by and at the direction of Manufacturer ("Self-Assessment") to verify Ordering Activity's compliance with this Agreement.

- (e) **Termination.** Clauses in the Manufacturer Agreement referencing termination or cancellation the Manufacturer's EULA are hereby deemed to be deleted. Termination shall be governed by the FAR 52.212-4 and the Contract Disputes Act, 41 U.S.C. §§ 601-613, subject to the following exceptions:

Carahsoft may request cancellation or termination of the License Agreement on behalf of the Manufacturer if such remedy is granted to it after conclusion of the Contracts Disputes Act dispute resolutions process referenced in Section Q below or if such remedy is otherwise ordered by a United States Federal Court..

- (f) **Consent to Government Law / Consent to Jurisdiction.** Subject to the Contracts Disputes Act of 1978 (41. U.S.C §§ 7101-7109) and Federal Tort Claims Act (28 U.S.C. §1346(b)). The validity, interpretation and enforcement of this Rider will be governed by and construed in accordance with the laws of the United States. In the event the Uniform Computer Information Transactions Act (UCITA) or any similar federal laws or regulations are enacted, to the extent allowed by law, it will not apply to this Agreement, and the governing law will remain as if such law or regulation had not been enacted. All clauses in the Manufacturer Agreement referencing equitable remedies are deemed not applicable to the Government order and are therefore deemed to be deleted.
- (g) **Force Majeure.** Subject to FAR 52.212 -4 (f) Excusable delays. (JUN 2010). Unilateral Termination by the Contractor does not apply to a Government order and all clauses in the Manufacturer Agreement referencing unilateral termination rights of the Manufacturer are hereby deemed to be deleted.
- (h) **Assignment.** All clauses regarding Assignment are subject to FAR Clause 52.232-23, Assignment of Claims (JAN 1986) and FAR 42.12 Novation and Change-of-Name Agreements, and all clauses governing Assignment in the Manufacturer Agreement are hereby deemed to be deleted.
- (i) **Waiver of Jury Trial.** All clauses referencing waiver of Jury Trial are subject to FAR Clause 52.233-1, Disputes (JUL. 2002), and all clauses governing waiver of jury trial in the Manufacturer Agreement are hereby deemed to be deleted.

- (j) **Customer Indemnities.** All Manufacturer Agreement clauses referencing Customer Indemnities are hereby deemed to be deleted.
- (k) **Contractor Indemnities.** All Manufacturer Agreement clauses that (1) violate DOJ's right (28 U.S.C. 516) to represent the Government in any case and/or (2) require that the Government give sole control over the litigation and/or settlement, are hereby deemed to be deleted.
- (l) **Renewals.** All Manufacturer Agreement clauses that violate the Anti-Deficiency Act (31 U.S.C. 1341, 41 U.S.C. 11) ban on automatic renewal are hereby deemed to be deleted.
- (m) **Future Fees or Penalties.** All Manufacturer Agreement clauses that violate the Anti-Deficiency Act (31 U.S.C. 1341, 41 U.S.C. 11), which prohibits the Government from paying any fees or penalties beyond the Contract amount, unless specifically authorized by existing statutes, such as the Prompt Payment Act, or Equal Access To Justice Act 31 U.S.C. 3901, 5 U.S.C. 504 are hereby deemed to be deleted.
- (n) **Taxes.** Taxes are subject to FAR 52.212-4(k), which provides that the contract price includes all federal, state, local taxes and duties.
- (o) **Third Party Terms.** Subject to the actual language agreed to in the Order by the Contracting Officer. Any third party manufacturer will be brought into the negotiation, or the components acquired separately under Federally-compatible agreements, if any. Contractor indemnities do not constitute effective migration.
- (p) **Installation and Use of the Software.** Installation and use of the software shall be in accordance with the Rider and Manufacturer Agreement, unless an Ordering Activity determines that it requires different terms of use and Manufacturer agrees in writing to such terms in a valid task order placed pursuant to the Government contract.
- (q) **Dispute Resolution and Venue.** Any disputes relating to the Manufacturer Agreement and to this Rider shall be resolved in accordance with the FAR, and the Contract Disputes Act, 41 U.S.C. §§ 7101-7109. The Ordering Activity expressly acknowledges that Carahsoft, on behalf of the Manufacturer, shall have standing to bring such claim under the Contract Disputes Act.
- (r) **Limitation of Liability: Subject to the following:**

Carahsoft, Manufacturer and Ordering Activity shall not be liable for any indirect, incidental, special, or consequential damages, or any loss of profits, revenue, data, or data use. Further, Carahsoft, Manufacturer and Ordering Activity shall not be liable for punitive damages except to the extent this limitation is prohibited by applicable law. 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.

- (s) **Advertisements and Endorsements.** Unless specifically authorized by an Ordering Activity in writing, such use of the name or logo of any U.S. Government entity is prohibited.
- (t) **Public Access to Information.** Manufacturer agrees that the Agreement and this Rider contain no confidential or proprietary information and acknowledges the Agreement and this Rider will be available to the public.
- (u) **Confidentiality.** Any provisions that require the Licensee to keep certain information confidential are subject to the Freedom of Information Act, 5 U.S.C. §552, and any order by a United States Federal Court.



**ACCESSDATA
MASTER SOFTWARE LICENSE AGREEMENT
END-USER LICENSE AGREEMENT (EULA)
(For Use by Carahsoft End-User Customers)**

For Software, Support, Training and Implementation Services (as applicable)

This MASTER SOFTWARE LICENSE AGREEMENT ("Agreement") is made and entered into as of the date of last party signature below ("Effective Date"), by and between AccessData Group, Inc., a Delaware corporation with offices located at 588 West 400 South, Suite 350, Lindon, Utah 84042 ("AccessData"), and _____ ("Customer"), a _____ corporation/Government agency or instrumentality with its principal place of business at _____.

WHEREAS, Customer desires from time to time and at its sole discretion, to purchase licenses to the Software, support and maintenance, training and implementation services, as applicable, and AccessData desires to provide such products and services to Customer, pursuant to the rates, terms and conditions of this Agreement.

NOW, THEREFORE, the parties agree as follows:

Section 1. Definitions

1.1 "Affiliate" means with respect to Customer, any corporation, partnership, firm, joint venture, limited liability company, association, joint-stock company, trust, unincorporated organization, governmental organization or body that, directly or indirectly through one or more intermediaries, controls, is controlled by or is under common control with Customer, and the term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such entity, organization or body, whether through ownership of voting securities or otherwise.

1.2 "Confidential Information" means all confidential information, whether commercial, financial, technical or otherwise, disclosed by one party to the other party, which information may be contained in or discernible from any form whatsoever (including oral, documentary, magnetic, electronic, graphic or digitized form or by demonstration or observation), that information is marked or designated as confidential or proprietary, and all matters arising prior to or during the term of this Agreement, including but not limited to all products, Intellectual Property, hardware, Licensed Products, information belonging to or in respect of AccessData or Customer (or any of their affiliates) which relate to any research, development, trade secrets, know-how, ideas, concepts, formulae, processes, designs, specifications, past, present and prospective business, current and future products and services, internal management, information technology and infrastructure and requirements, finances, marketing plans and techniques, price lists and lists of, and information about, customers and employees, and all materials and information belonging to third parties in respect of which either party (or any of their affiliates) owe obligations of confidence.

1.3 "Content" means informational content, such as operational risk listings or categories, sample report templates or illustrative databases contained in the Software or supplied by or on behalf of AccessData to Customer with the Software, as may be updated from time to time.

1.4 "Documentation" means any operating manuals, user instructions, technical specifications or similar publications relating to the Use and administration of the Software that are supplied with or contained in the Software provided to Customer by or on behalf of AccessData, as may be updated by AccessData from time to time.

1.5 “Intellectual Property” means, as to AccessData, all rights, title and interests in and to the Licensed Products, including, without limitation, all copyright, patent, trade secret, trademark and other intellectual property and proprietary and moral rights related thereto, and any other similar rights in any jurisdiction relating to the Licensed Product. As to both parties, Intellectual Property also means, without limitation, all copyrights, moral rights, database rights, patents, patentable ideas, inventions, patent applications, patent registrations, patent renewals, trade secrets, know-how, trademarks, service marks, trade names, service names, all rights in the nature of unfair competition rights, and rights to sue in passing off, and confidentiality or any other similar proprietary right arising or enforceable under applicable law.

1.6 “Licensed Product” or “Product” means the Software, any Content (whether included in the Software or separately provided), the Documentation and the Media.

1.7 “Media” means the physical media on which the Software and Documentation are recorded or printed, as provided by AccessData to Customer.

1.8 “Node” means any and all addressable systems from which data can be collected, including without limitation any physical or virtual instances of servers, laptops or desktop computers across Customer’s (and Affiliates’, if applicable) organization.

1.9 “Order” means the then current order form or forms for Licensed Product, Support, Training or implementation services completed and signed by Customer and acceptable to both parties as set forth in this Agreement.

1.10 “Personal Information” means any information (including information forming part of a database) about an individual whose identity is apparent, or can reasonably be ascertained, from the information that is disclosed by one party to this Agreement to another.

1.11 “Personnel” means AccessData and its affiliates’ respective employees, authorized agents or qualified third-party contractors.

1.12 “Service Provider” is defined in Section 2.4.

1.13 “Software” means (a) the AccessData software products provided to Customer under this Agreement in machine readable, executable (object code) format licensed in an Order, including the features, functions, designs and any Content included therein, (b) any Updates or Versions that may be provided by or on behalf of AccessData to Customer during the applicable Support term, and (c) any complete or partial copies thereof permitted to be made by this Agreement.

1.14 “Support” or “SMS” means the standard Software maintenance and support services provided by AccessData if purchased in an Order, including any Updates to or Versions of the Software that are released by AccessData for general distribution to Customers during the period for which a Customer has purchased Support.

1.15 “Training” means the then current AccessData training products, which include without limitation all courses, (whether recorded, live, online or customized, regardless of location), course materials (curricula, manuals, media or other course-related materials) and course content developed by AccessData and offered to the general public.

1.16 “Update” means any updates, enhancements, improvements, corrections, service packs or other modifications of or to the Software. An Update is generally denoted by AccessData by a change to the right of the second decimal point in the Software Version number (e.g., Version 3.1.0 to 3.1.1).

1.17 “Use” or “Using” means (a) to install, load, download, execute, access, utilize, display or store the Software or information therein, or interact with its functionality or processing capabilities, in accordance with the terms of this

Agreement, and (b) to read, process and utilize the Documentation and process the Media in connection with Use of the Software in accordance with the terms of this Agreement.

1.18 “User” means each individual employee or agent of Customer or of its authorized Affiliates or Service Providers authorized to Use the Licensed Products under this Agreement, regardless of whether such individual is actively Using the Software at any given time.

1.19 “Version” means any new version or upgrade of the Software that contains substantial and significant enhancements, or other substantial changes in functionality or performance as compared to the previous version, and which is designated by a numeric change to the first position to the left or right of the first decimal point (e.g., Version 3.1 to 3.2 or 3.9 to 4.0).

Section 2. License Grant

2.1 General. AccessData hereby grants and Customer hereby accepts a non-exclusive, non-transferable, and non-sublicensable license to Use the Licensed Products in accordance with the terms and conditions of this Agreement. If Customer purchases a perpetual license, as stated in an Order, the foregoing grant shall be perpetual as to such Licensed Products identified as such in the applicable Order but terminable as set forth herein. If Customer purchases a term-based license, as stated in an Order, the foregoing grant shall apply as to such Licensed Products for the term stated in the applicable Order. The Licensed Products are licensed not sold. The Software may contain a device or license key(s) that limits usage to that which has been agreed to and paid for. With respect to any license granted hereunder:

a. Except as expressly authorized by Sections 2.3 (Affiliate Use) or 2.4 (Service Provider Use) of this Agreement, the license shall be limited to Use by Customer’s employees or agents;

b. For Licensed Products purchased on a per-Node basis, a license to all Nodes in Customer’s (and Affiliates’, as applicable) organization must be purchased, and the license shall be limited to the number of Nodes for which a license was purchased as set forth in the applicable Order;

c. For Licensed Products purchased on a per-User concurrent basis, a license to all Users that will concurrently Use the Licensed Products must be purchased, and the license shall be limited to the concurrent Use of the Software or the Software’s user interface by the number of Users for which a license was purchased as set forth in the applicable Order;

d. For Licensed Products purchased on a flat fee (per-dongle) basis, the license shall be limited to Use of the Software on one device at a time and by one User at a time;

e. The license shall be limited to Use on machines or devices owned, leased or otherwise controlled by Customer, including control through the terms of Sections 2.3 (Affiliate Use) or 2.4 (Service Provider Use);

f. Customer is solely responsible for meeting the published hardware specifications necessary for use of the Software; and

g. No license is herein granted with respect to source code of any kind.

Unless expressly specified otherwise in the applicable Order to be on a concurrent User or single named User basis, Licensed



Products purchased hereunder shall be deemed to be purchased on a per-Node basis. Customer represents and warrants to AccessData that the number of Nodes within Customer's (and Affiliates', if applicable) organization or the number of Users required, as applicable, reported on the Order is true and accurate.

2.2 Internal Use Limitation. Customer may Use and permit its Users to Use the Licensed Products only for Customer's own internal business purposes. Except as expressly authorized by Sections 2.3 (Affiliate Use) or 2.4 (Service Provider Use) of this Agreement, Customer shall not, and shall not permit any User to, offer or Use the Licensed Products for the benefit of any affiliated or unaffiliated third parties, including in any computer service business, service bureau arrangement, outsourcing or subscription service, time-sharing or other participation arrangement.

2.3 Affiliate Use. Any Customer Affiliate may Use the Licensed Products, provided that (a) such Customer Affiliate Uses the Licensed Products only for its own and/or Customer's internal business purposes strictly in accordance with all of the terms and conditions set forth in this Agreement, and (b) such Customer Affiliate agrees to comply with and be bound by the terms of this Agreement and the applicable Order(s). Where Affiliates are included, all references to Customer in this Agreement and the applicable Order will refer equally to such Affiliates whether specified or not (unless otherwise stated in the Order). Customer hereby agrees to be fully responsible for each and every Customer Affiliate's (and its Users) full compliance with the terms and conditions of this Agreement. Use by Affiliates counts toward User and Node measurements.

2.4 Service Provider Use. Customer may permit Use of the Licensed Products by its third party service providers, experts, contractors or consultants, including any third parties providing Customer with outsourcing, data center management or disaster recovery services ("Service Providers"), provided that such Service Providers (a) use the Licensed Products only for Customer's internal business purposes, and (b) Customer executes a valid, written agreement with each such Service Provider under which such Service Provider agrees to comply with and be bound by terms no less stringent than the terms of this Agreement. AccessData shall be a third party beneficiary of each such agreement. Customer hereby agrees to be fully responsible for each and every Service Provider's (and its Users) full compliance with the terms and conditions of such agreement.

2.5 Copies. Customer may make a reasonable number of back-up copies of the Software for Customer's archival or disaster recovery purposes only and not for production, development, evaluation or testing purposes (other than to ensure that such back-up copies are capable of replacing the Software in case of a disaster). Such copies shall be the property of AccessData and Customer shall not remove from, deface or overprint on the original Software any AccessData copyright notices, trademarks, logos, legends or other similar proprietary designations, and shall accurately reproduce all of the same on any permitted copies. Customer shall keep exclusive possession of and control over the copies of the Licensed Product in its possession and shall effect and maintain adequate security measures to safeguard the Licensed Product from access or use by any person who is not an authorized User hereunder.

2.6 Limited Use of Customer Name. Customer agrees to the limited use of Customer's name by AccessData for marketing purposes, provided AccessData complies at all times with its confidentiality obligations under Section 9 (Confidential Information) and Customer's then-current trademark usage and other quality control provisions and to the extent permitted by GSAR 552.503-71.

Section 3. Unauthorized Use of Licensed Products

3.1 Restrictions on Use. AccessData reserves all rights not granted herein. Customer shall not, and shall not cause or permit anyone to: (a) exceed the number of licenses agreed to and paid for by Customer; (b) copy, duplicate or otherwise reproduce the Licensed Products, in whole or in part, except as stated above; (c) modify, port, adapt or translate or create any derivative works from or based on the Licensed Products, in whole or in part; (d) reverse engineer, decompile, disassemble or otherwise attempt to reduce the object code to or discover the source code of the Software; (e) combine or merge the Software with, or incorporate it into, any other software; (f) loan, lease, sell, sublicense, resell,

distribute, assign or otherwise transfer the Licensed Products, in whole or in part, to any third party except for the access rights permitted in Sections 2.3 (Affiliate Use) or 2.4 (Service Provider Use); or (g) remove, obscure or alter any patent, copyright, trademark or other proprietary rights notice(s) on the Licensed Products.

3.2 **Additional Customer Responsibilities.** Customer shall maintain, and promptly provide to AccessData upon its request, accurate User lists and other reasonably detailed records regarding Use of the Licensed Products by or for Customer. If Customer becomes aware of any unauthorized Use of all or any part of the Licensed Products, Customer shall notify AccessData promptly, providing reasonable details. Customer will remain responsible for any unauthorized Use of the Licensed Products resulting from Customer's access to such Products.

3.3 **Self-Audit.** On or within thirty (30) days prior to each anniversary of the date of this Agreement, Customer shall perform a self-audit to confirm the number of Nodes within Customer's (and Affiliates', as applicable) organization. Customer shall deliver to AccessData the results of all such audits within five (5) business days after the completion thereof. If the result of such audit indicates that Customer has exceeded the licenses purchased, then, without limiting AccessData's remedies at law and in equity (including AccessData's right to make a claim for infringement), Customer shall deliver to AccessData an amendment to the applicable Order for the increase in the Node count using AccessData's True-Up Adjustment Form, attached hereto as **Schedule 1**. Without limiting AccessData's other remedies, AccessData shall have the right to invoice Customer an increased license fee for additional Nodes retroactive to the date such increase occurred, at Customer's choice of:

- a. The discounted price for the increased number of Nodes, if any, set forth on the applicable invoice, so long as Customer is purchasing Support and is current in the payment of all Support fees or Customer brings its Support current by payment for the period of time Support had lapsed; or
- b. The then current list price for the applicable Product(s) based on the increased number of Nodes.

Customer shall pay such invoice pursuant to the terms of Section 5.2 (Payment and Taxes). The Order shall be deemed amended upon payment of the applicable fees. If the license terms for the Nodes have changed since the last Order, then, at the time of a true-up adjustment, amendment may be made to reflect any changes in the terms and conditions of the per-Node licenses. In addition to AccessData's rights under Section 3.4 (Audit Rights), AccessData reserves the right to audit Customer if there are reasonable grounds to believe the foregoing procedure has not been properly followed.

3.4 **Audit Rights.** Upon reasonable prior notice to Customer not more than once every twelve (12) months, AccessData may conduct an audit, using its own or third party personnel, to verify that Customer's Use of the Licensed Products complies with this Agreement. AccessData will comply with Customer's security requirements and will conduct any such audit during Customer's normal business hours and in accordance with Customer's reasonable site security requirements. If any such review or any other Customer-provided information reveals that Customer has underpaid any fees, then as a non-exclusive remedy, AccessData may invoice Customer for, and Customer will pay (as long as there is no dispute), such additional fees as are thereby determined to be payable, based on AccessData's then current list prices.

Section 4. Term and Renewal

4.1 **Term and Renewal.** This Agreement shall become effective on the Effective Date unless terminated in accordance with Section 13 (Termination) of this Agreement.

Section 5. Order, Delivery and Payment

5.1 **Order, Delivery, Installation.** Customer may order Software licenses, additional Nodes and Users, Support (for certain software products), Training and/or implementation services by submitting one or more signed Orders to AccessData.



After its acceptance of a Software Order, AccessData will deliver the Software to Customer at the locations provided therein, permit the Customer to download the Software from an FTP site identified in such Order or permit the increased Node or User use. Customer will be responsible for installation of the Software, except to the extent AccessData agrees to provide implementation services in accordance with Section 7 (Services) and pursuant to an Order for such services. Acceptance will be deemed to occur for all Licensed Products upon execution of the Order and, for services, upon renewal of Support or AccessData's performance of services, as applicable. AccessData will bear all risk of loss for Licensed Products until their delivery to Customer. Making a Licensed Product available for downloading is delivery.

5.2 Payment and Taxes. All fees and expenses are quoted in the applicable Order and invoiced in U.S. Dollar (USD) currency. All invoiced amounts are due and payable by Customer thirty (30) days after the date of the invoice. Fees and other charges described in the applicable Order do not include federal, state or local sales, foreign withholding, use, property, excise, service, value-added or similar taxes ("Tax(es)") now or hereafter levied, all of which shall be for Customer's account. AccessData 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.

5.3 Initial Purchase. Upon execution by the parties of this Agreement, AccessData shall provide the agreed upon Order form for Customer's initial purchase of Software, Support, Training and/or implementation services, attached hereto as **Schedule 2**.

Section 6. Support

6.1 Support Term and Fees. The initial term for Support of the Software, if any, will commence on the Effective Date and will continue for the period of time indicated on the applicable Order unless or until terminated as provided in Section 6.5 (Support Termination; Reinstatement). Customer shall pay Support fees at the rate set forth in the applicable Order, or if none is stated, at the current GSA Schedule Price list prices. Upon expiration of a Support term, Customer may renew for a single- or multiple-year term at current list prices.

6.2 AccessData Support Obligations. Throughout the applicable Support term, provided that Customer is not then in default of its obligations under this Agreement (including payment obligations), and subject to the terms and conditions of Section 6.3 (Customer Responsibilities) and Section 6.4 (Exclusions), AccessData will provide or cause to be provided the following Support services:

- a. Telephone help-desk to assist Customer in its Use of the Software and respond to any reported failures of the Software to conform substantially to the then-current Documentation (provided that this support shall not be in lieu of obtaining training with respect to the Licensed Product, for which there is a service charge);
- b. Provision of such Updates and Versions as AccessData from time to time produces and distributes generally to Software licensees under Support for no additional fees; and
- c. Such other Support services as AccessData provides generally to licensees as part of its then current Support program. AccessData's Support Policy as of the signing of this Agreement is attached hereto as **Schedule 3**.

6.3 Customer Responsibilities. Throughout the applicable Support term, Customer will:

- a. Cooperate with AccessData in investigating and seeking to identify the cause of any claimed failure of the Software to perform in accordance with this Agreement;

b. Allow such remote and/or on-site access to the Software and to Customer's systems as may be reasonably required for AccessData to perform Support activities; and

c. Install one of the two most recent Versions of the Software. AccessData's obligation to provide the Support described in Section 6.2 (AccessData Support Obligations) shall not apply to the extent Customer is not in full compliance with this Section 6.3(c). Customer acknowledges that the failure to timely install any Versions as required in this Section 6.3(c) shall excuse AccessData's Support and warranty obligations herein, if any, if and to the extent any performance issues thereby would have been avoided or mitigated by Customer's installation of such Versions. Customer acknowledges that the failure to timely install any Versions as required in Section 6.3(c) shall excuse AccessData's indemnity obligations herein, if any, if and to the extent any infringement issues thereby would have been avoided or mitigated by Customer's installation of such Versions.

6.4 Exclusions. AccessData Support will not include: (a) resolution of problems resulting from: (i) any modification of or damage to the Software or its operating environment, (ii) Customer's failure to operate the Software in an approved hardware and software environment or otherwise in accordance with applicable AccessData Documentation, or (iii) Customer's failure to implement any Versions as required in Section 6.3(c) above; or (b) the provision of any Updates or Versions or other program Support described in Section 6.2 (AccessData Support Obligations), if Customer is in default with respect to payment of Support fees; or (c) other services, including but not limited to any installation, implementation, Training and other services. AccessData reserves the right to follow its end of life processes for any Licensed Product.

6.5 Support Termination; Reinstatement. If Customer's license to use any of the Software is terminated for any reason, Support will terminate automatically as to such Software. If Customer does not renew Support, and later desires to reinstate Support, Customer will be required to pay (a) for a new Support program at the rate listed on the current price list, and (b) the total fees that Customer would have paid for Support had Customer never terminated its original Support program.

Section 7. Implementation Services and Training

7.1 General. AccessData offers consulting services relating to the Licensed Products, including installation, implementation, configuration and training for Customer personnel. AccessData will provide any implementation services ordered by Customer at the price set forth in the Order for such services. At Customer's election, AccessData will also provide other services ("Professional Services"), which shall be (a) subject to the terms and conditions of a Professional Services Agreement executed between the parties and (b) accompanied by a Statement of Work, issued by AccessData to Customer for each services engagement and describing the nature, scope, project assumptions, fees, duration and location(s) of the covered services, and which shall be ordered and signed by both parties prior to performance of the services engagement. This Agreement does not apply to Professional Services.

7.2 Implementation and Support Personnel. Customer agrees to provide the information, facilities, staff and equipment, including if applicable, suitably configured computers, reasonably identified by AccessData as necessary to the performance of any services. Customer may require AccessData Personnel in performing any services to observe at all times the safety and security policies of Customer. Customer shall advise AccessData of any hazards to the health and safety of personnel on the Customer's premises and provide Personnel with appropriate written information regarding applicable safety and security procedures.

7.3 Training. AccessData offers Training services as described at www.accessdata.com/training. AccessData will provide any Training services ordered by Customer at the price set forth in the Order for such services.

7.4 Services Pricing. Unless otherwise provided in the applicable Order, all services other than Support shall be provided on a time and expense/materials basis at AccessData's then-current rates as listed on the GSA Schedule Price list. Estimates are provided for Customer's information only and are not guaranteed.

Section 8. Proprietary Rights

8.1 Ownership of Customer Data. Nothing in this Agreement shall be construed as granting AccessData any right, title or interest in or to any Customer-provided data or other content or information input into the Licensed Products or thereafter processed by Customer using the Licensed Products.

8.2 Ownership of Licensed Products and Other Materials. Customer acknowledges that AccessData is and will remain the exclusive owner of all right, title and interest, including all Intellectual Property rights, in and to (a) the Licensed Products, (b) any and all translations, adaptations, developments, enhancements, improvements, Updates, Versions, customizations or other modifications or derivations of or to the Licensed Products, in whole or in part, whether or not developed by or for the Customer, and (c) any suggestions, ideas, enhancement requests, feedback, or recommendations provided by or on behalf of Customer. In providing any customized report template or other customized work product deliverables in connection with its provision of services hereunder, AccessData does not and shall not be deemed to transfer to Customer any Intellectual Property rights therein, whether as “work-for-hire” or otherwise, other than the right to Use the same in accordance with this Agreement as part of the Licensed Products; however, Customer shall receive unlimited rights to such “work-for-hire” or otherwise at no additional cost. Customer hereby assigns, grants and conveys to AccessData all right, title and interest in and to any and all such materials (including for the avoidance of doubt the materials referenced in the first sentence of this Section 8.2), effective upon their creation or communication. Customer will execute and deliver to AccessData such further assignments and take all such further actions as AccessData may reasonably request to effect or evidence the assignment to and vesting in AccessData of all such rights.

8.3 Survival of Obligations: AccessData’s ability to enforce its proprietary rights under this Section 8 is a continuing right that shall survive the termination of this Agreement.

Section 9. Confidential Information

9.1 Obligation as to Confidential Information. Each party acknowledges that it may, during the course of this Agreement, acquire information or knowledge of the other party that is Confidential Information. Each party hereby agrees that during the term of this Agreement and for so long thereafter as such information remains confidential or proprietary to the disclosing party, it will treat all such information as confidential and will not disclose any such information to any third party (except, for AccessData, its Personnel, and, for Customer, its Users) nor use such information other than in the pursuance of the objectives of this Agreement. This Section 9 does not modify the terms of any license provision.

9.2 Exceptions. Confidential Information does not include information that the receiving party can document was independently developed by them without use of the other party’s Confidential Information, known prior to disclosure or acquired from a third party free of disclosure obligations. In addition, either party may disclose Confidential Information if and only to the extent it is required pursuant to applicable law, rule or court order, provided that it gives the disclosing party prompt notice thereof and cooperates in an attempt to obtain a protective order or other confidential treatment of such disclosure.

9.3 Proprietary Rights. All Confidential Information, unless otherwise specified in writing, remains the property of the disclosing party except as stated in Section 8.2 (Ownership of Licensed Products and Other Materials). No rights, including, but not limited to, Intellectual Property rights, in respect of a party’s Confidential Information are granted to the other party.

9.4 Return of Confidential Information. Upon written request by the disclosing party at any time, the receiving party shall: (a) promptly turn over to the disclosing party all Confidential Information of the disclosing party, all documents or media containing the Confidential Information, and any and all copies or extracts thereof, that the receiving party possesses or

controls; or (b) promptly destroy the Confidential Information, and any and all copies or extracts thereof that the receiving party possesses or controls, and provide the disclosing party with written certification of such destruction signed by an authorized representative of the receiving party.

9.5 Survival of Obligations: The obligation to treat information confidentially as set forth in Section 9.1 above is a continuing obligation that shall survive the termination of this Agreement for so long as the information remains confidential to the disclosing party.

Section 10. Limited Warranties and Disclaimers

10.1 Authority. Each party represents to the other that such party has the full corporate power and authority to enter into and perform this Agreement.

10.2 Software and Media. Subject to the terms and conditions of this Agreement, AccessData warrants, for Customer's benefit alone, that the Media (exclusive of third party servers, storage or appliance-based hardware) in which the Software is embedded shall, for a period of ninety (90) days from the date of Customer's initial purchase of the Software ("Warranty Period"), be free from defects in material and workmanship. Subject to the terms and conditions of this Agreement, AccessData further warrants, for Customer's benefit alone, that during the Warranty Period the Software shall operate substantially in accordance with the then-current Documentation. To make a claim for any breach of the foregoing warranties, Customer must return to AccessData the defective Media or Software, postage prepaid, to: AccessData, 588 South 400 West, Suite 350, Lindon, Utah 84042, with a copy of Customer's paid invoice and a description of the problem(s) within five (5) days of the date of discovery of the breach of warranty and within the Warranty Period. **AccessData's sole obligation and Customer's sole and exclusive remedy** for breach of the foregoing warranties shall be either to repair or replace the Software with software that substantially conforms to the Documentation, repair or replace the Media portion of the Software, or terminate the applicable license to the defective Software and refund the price paid for the Software license in accordance with Customer's paid invoice. Any repaired or replacement Software and Media are warranted for the balance of the original Warranty Period or for fifteen (15) days from the date Customer received the repaired or replacement Software or Media, whichever is longer.

10.3 Services. AccessData warrants to Customer that all services provided under this Agreement will be performed by competent Personnel with appropriate experience in providing such services. **AccessData's sole obligation and Customer's sole and exclusive remedy** for breach of the foregoing warranty shall be the re-performance of the defective services.

10.4 Warranty Limitations. The preceding AccessData warranties do not apply to and, to the full extent permitted by law, AccessData shall have no responsibility for breaches of warranty to the extent arising from: (a) Customer operator errors; (b) Customer hardware or operating system failures; (c) the modification of the Software by any person other than AccessData; (d) the combination of the Software with products or services not provided by AccessData (except as directed or authorized by AccessData); (e) use of any portion of the Software in a manner not permitted or contemplated by this Agreement or the Documentation; (f) use of an earlier Version of some or all of the Software or use of Software without all of the Updates installed in accordance with the terms and conditions of Section 6.3(c) (Support; Customer Responsibilities); and (g) damage to the Software. The warranties in Section 10.2 shall not apply to Updates or Versions except for those delivered and installed during the one-time Warranty Period.

10.5 Disclaimers.

a. Except for the warranties expressly stated above in this Section 10, AccessData and its affiliates, distributors, agents, subcontractors and suppliers make no representations or warranties, and expressly disclaim and exclude any and all warranties, representations and conditions, whether express or implied, whether arising by or under

statute, common law, custom, usage, course of performance, course of dealing or otherwise, including, without limitation, any implied warranties of merchantability, fitness for a particular purpose, title and non-infringement. Without limiting the foregoing, AccessData and its affiliates, distributors, agents, subcontractors and suppliers do not warrant, and expressly disclaim any representation or warranty, that the Licensed Products, Content, Support, Training and other services or other deliverables provided by or on behalf of AccessData will satisfy Customer's requirements or that their Use or operation will be error or defect free or uninterrupted, or that all Software defects will be corrected. Except for the express warranties in this Section 10, (i) the Licensed Products are provided "as is," with all faults and without any guarantees regarding quality, performance, suitability, timeliness, security, durability or accuracy, and (ii) Customer accepts the entire risk of and responsibility for Use, quality, performance, suitability and results of Use of the Licensed Products and its own audit approach and methodology.

b. No oral or written information or advice given by AccessData, any of its affiliates, distributors, agents, subcontractors or suppliers or their respective employees, officers or directors will increase the scope or otherwise alter the terms of any warranty expressly stated in this Agreement or create any new representations, warranties or conditions.

Section 11. Indemnification

11.1 Indemnification by AccessData.

a. Subject to the terms and conditions of this Agreement, AccessData shall indemnify and defend Customer from and against third party claims against Customer that the Use of the Software as permitted herein infringes or misappropriates any United States patent, trade secret or copyright of such third party, provided that Customer give AccessData: (i) prompt written notice of any such claim, action or demand; (ii) sole control of the defense and settlement thereof; and (iii) reasonable cooperation and assistance in such defense or settlement, for which AccessData will pay reasonable out-of-pocket expenses. If any Software becomes or, in AccessData's opinion, is likely to become the subject of any injunction preventing Use as contemplated herein, AccessData may, at its sole discretion, (A) procure for Customer the right to continue Using such Software, (B) replace or modify such Software so that it becomes non-infringing without substantially compromising its functionality, or, if (A) and (B) are not reasonably available to AccessData, then (C) terminate Customer's license to the allegedly infringing Software and refund to Customer as follows: (i) if termination occurs in the first year after the effective date of the Order under which the license was purchased, AccessData shall refund all license fees paid by Customer for the terminated Software; or (ii) if termination occurs in the second or third year after the effective date of the Order under which the license was purchased, AccessData shall refund a prorated portion of the license fees paid by Customer for the terminated Software, based on a thirty-six month useful life of the Software. For any Licensed Product purchased as a non-perpetual license, the foregoing obligations shall apply during the term of the license. For any Licensed Product purchased as a perpetual license, the foregoing additional obligations shall apply during the active Support period.

b. The foregoing obligations of AccessData do not apply with respect to (i) any products not supplied by AccessData, (ii) Software which is modified after delivery hereunder by AccessData, if the alleged infringement relates to such modification, (iii) Software combined with other products, processes or materials where the alleged infringement relates to such combination, (iv) Software where Customer continues the allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, (v) any information or data stored by Customer, or (vi) Software where Customer has failed to install a Version as required under Section 6.3(c) (Customer Responsibilities), and in each case, Customer shall defend and indemnify AccessData from and against such claims subject to the same conditions noted above.

c. **The foregoing states the entire liability of AccessData with respect to infringement of patents, copyrights, trade secrets or other intellectual property rights relating to this Agreement.**

Section 12. Limitations of Liability

12.1 **Internet Exclusion.** The Software may be used to access and transfer information over the Internet. Customer acknowledges and agrees that AccessData and its affiliates, distributors, agents, subcontractors and suppliers do not operate or control the Internet and that (a) viruses, worms, Trojan horses, or other undesirable data or software, or (b) unauthorized users (e.g. hackers), may attempt to obtain access to and damage Customer's data, websites, computers or networks. AccessData shall not be responsible for prevention or effects of such activities.

12.2 **Limited Liability and Damages.** AccessData's cumulative liability to Customer or any other party for any loss or damages arising out of or relating to this Agreement, including the Use of Licensed Products or the performance of services (including implementation, Support and Training), shall not exceed the license fee paid to AccessData hereunder in the twelve (12) months preceding the first claim. In no event shall AccessData be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits or any similar claims (including, without limitation, damages for loss of goodwill, work stoppage, computer failure or malfunction, lost or corrupted data, lost business or lost opportunity), even if AccessData has been advised of the possibility of such damages, under any theory of liability (whether in contract, tort, strict liability or any other theory). No claim, regardless of form, which in any way arises out of this Agreement may be made or brought by Customer more than one (1) year after the basis for the claim becomes known to Customer. The limitations of liability and the exclusion of certain damages set forth in this Section shall apply regardless of the success or effectiveness of any exclusive remedies.

12.3 **Professional Advice:** Customer assumes all responsibilities and risks, for itself, its Users, its Affiliates and its Service Providers, as applicable, regarding: (a) all data and information collected, used, included in or processed, accessed or stored with the Licensed Products and/or the services; and (b) the preparation, accuracy, review and use of results obtained through Use of the Licensed Products (including any Content) or any Customer data, and any decisions or advice made or given to any Customer based on the Use of the Licensed Products. AccessData and its affiliates, distributors, agents, subcontractors and suppliers are not engaged in rendering legal or other professional or expert advice or services and are not responsible for how the Licensed Products are used, the results and analysis derived by Customer by use of the Licensed Products and any decisions the Customer may take based on Customer's usage of the Licensed Products.

Section 13. Termination

13.1 Termination.

a. Customer may terminate this Agreement (and all Orders) or any Order in its entirety at any time upon thirty (30) days' prior written notice.

b. Unless otherwise specified by the parties in writing, Customer may terminate an Order, in whole or in part, but only with respect to implementation or training services, upon thirty (30) days' advance written notice. Upon any such partial termination, AccessData shall advise Customer of the extent to which performance of a terminated service has been completed through such date. AccessData shall be paid for all work performed and expenses with respect to such service through the date of termination.

c. Customer may terminate this Agreement, effective immediately upon written notice, if the other party becomes the subject of a voluntary or involuntary petition in bankruptcy or any proceeding relating to insolvency, receivership, liquidation or composition for the benefit of creditors if, in the case of an involuntary petition or proceeding, such petition or proceeding is not dismissed within sixty (60) days.

13.2 **Return of Licensed Products.** Upon termination of this Agreement, Customer shall immediately cease using the Licensed Products, return all of the Licensed Products (including all copies thereof, in whatever form) to AccessData, and

return to AccessData all of its Confidential Information in tangible form, and destroy or erase any computer entries, database entries and any other recordation of AccessData Confidential Information.

13.3 Licenses.

a. If a license term is for a term other than perpetual, then such license shall terminate automatically at the earlier of expiry of the license term or termination of the Order under which it was licensed.

b. For license terms stated to be perpetual in an Order, where the Order or this Agreement is terminated for any reason, the license shall survive termination of the Order or this Agreement. Customer shall immediately cease using the Licensed Products, return all of the Licensed Products (including all copies thereof, in whatever form) to AccessData, and return to AccessData all of its Confidential Information in tangible form, and destroy or erase any computer entries, database entries and any other recordation of AccessData Confidential Information.

13.4 Survival. All terms applicable to the perpetual license shall survive until such license is terminated. Except as set forth in the preceding sentence, upon any termination of an Order or this Agreement, only the following terms shall survive: Sections 1 (Definitions), 3.1 (Restrictions on Use), 3.4 (Audit Rights) (during the term of any license and for two years thereafter), 5.2 (Payment and Taxes), 8 (Proprietary Rights), 9 (Confidential Information), 10.2 (Software and Media) and 10.4 (Warranty Limitations) (but only until the expiration of all Warranty Periods for licenses that survive termination), 10.5 (Disclaimers), 11 (Indemnification), 12 (Limitations of Liability), 13 (Termination), 14 (Governing Law) and 15 (Miscellaneous).

Section 14. **Dispute Resolution**

14.1 Dispute Resolution. In the event of disagreement with respect to any aspect of this Agreement, the parties agree to discuss in good-faith to reach an amicable resolution, and to escalate such resolution process to the appropriate members of their respective management organization who have the power and authority to achieve a successful resolution. Before either party commences an action, other than for an injunction or restraining or protective order, against the other party, it shall give written notice to the other party of its intention to file such action, and the senior management of the parties then shall meet in good faith to resolve the dispute by an alternative dispute resolution method such as non-binding mediation.

Section 15. **Governing Law**

15.1 Governing Law and Consent to Jurisdiction. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the Federal laws of the States of America, without regard to its conflicts of law provisions.

Section 16. **Miscellaneous**

16.1 Export Controls. Customer acknowledges that the Licensed Products are subject to export controls under United States laws and regulations, including the Export Administration Regulations, 15 C.F.R. Parts 730-774, and may be subject to other applicable laws and regulations in other jurisdictions relating to export, re-export, import, transfer or other disposition of software and other technology (collectively, "Export Control Laws"). From and after AccessData's delivery of the Licensed Products to Customer, Customer shall comply with any and all applicable Export Control Laws applicable to the Licensed Products.

16.2 Entire Agreement. This Agreement, including its Schedules and together with all Orders, (a) collectively constitutes the entire agreement between the parties, and (b) supersedes all prior and contemporaneous agreements, understandings, proposals and communications, oral or written, relating to the subject matter of this Agreement. Any purchase order, requisition, work order, request for proposal or other document or record prepared, issued or provided by or on behalf of

Customer relating to the subject matter of this Agreement is for administrative convenience only and will have no effect in supplementing, varying or superseding any provisions of this Agreement, unless agreed to in writing by both parties. This Agreement supersedes the terms of any end user license agreement that is required in order to install the Software.

16.3 Precedence. In the event of any inconsistency or conflict between the terms and conditions of this Agreement and any Order, Schedule, exhibit or other attachment, the order of precedence shall be as follows: first, the negotiated order (if any), the terms of the GSA Schedule Contract, the body of this Agreement; then, any applicable Schedules to this Agreement; then, any additional Order; then any exhibits or other attachments to any Order. In the event of conflict between this Agreement and any Order, the body of this Agreement shall govern and control, except to the extent such Order makes clear that this Agreement is being amended by such Order.

16.4 Severability. If any provision of this Agreement is held to be invalid, illegal or unenforceable, such provision shall be construed or limited, and/or deemed replaced by a revised provision, to the extent (and only to the extent) necessary to render it valid, legal and enforceable and, as nearly as possible, to reflect and achieve the parties' intentions in agreeing to the original provision. If it is not possible to so construe, limit or reform any such provision, then the invalid, illegal or unenforceable provision shall be severed from this Agreement. The remaining provisions of this Agreement shall be unaffected thereby and shall continue in full force and effect.

16.5 Amendment; Waiver. This Agreement may only be modified or amended, and waivers made, by a writing expressly identified as an amendment or waiver, as applicable, and signed by both parties.

16.6 No Third Party Beneficiary. Except for the indemnified parties stated in Section 11 (Indemnification), no third party is intended to be or shall be a third party beneficiary of any provision under this Agreement. Except for the indemnified parties stated in Section 11 (Indemnification), AccessData and Customer shall be the only parties entitled to enforce the rights set out in this Agreement.

16.7 Assignment. Customer may not assign or otherwise transfer all or part of this Agreement, including through change in control, by operation of law or assignment of all or substantially all of Customer's stock, membership interest or assets or otherwise, without first obtaining the express written consent of AccessData.

16.8 Force Majeure. Except for payment obligations, neither party will be liable to the other for any failure or delay in performing its obligations under this Agreement due to any cause beyond its reasonable control, including, without limitation, fire, flood, earthquake or other natural catastrophes, acts of war, terrorism or civil disobedience, governmental acts, laws or regulations, embargoes, labor strikes or difficulties, failures of third party suppliers, acts or omissions of carriers, transmitters, providers of telecommunications or Internet services, vandals, hackers, transportation stoppages or slowdowns or the inability to procure parts or materials. Each party will use reasonable efforts to give written notice to the other promptly after becoming aware of any condition or event causing any such excusable performance failure or delay.

16.9 Insurance. During any period in which it is performing services for Customer, AccessData will maintain (a) workers' compensation with such coverage amounts at least equal to that legally required in jurisdictions in which such services are being performed, and (b) general liability insurance in commercially reasonable amounts covering liability for bodily injury, death and property damage. Upon written request, AccessData shall promptly provide confirmation of such insurance coverage.

16.10 Independent Contractor. Each party's relationship to the other is that of an independent contractor. Nothing in this Agreement, and no course of dealing between the parties, shall be construed to create a partnership, joint venture or employment or agency relationship between the parties or between Customer and any AccessData employee, agent or contractor. Neither party has any authority to bind, incur liability for or otherwise act on behalf of the other party, and neither party will represent or imply that it has any such authority.



16.11 **Notices.** All notices under this Agreement shall be in writing and shall be deemed to have been received upon personal delivery, the next business day after deposit with a commercial overnight courier service, or three (3) business days after mailing by certified or registered mail to the address below (or to such other addresses as a party may designate by notice to the other party), with a courtesy copy to be sent by email:

ACCESSDATA

AccessData Group, Inc.
Attn: Legal Department
588 West 400 South, Suite 350
London, Utah 84042
+1 (801) 377-5410
legal@accessdata.com

CUSTOMER

Company
Attn:
Address 1
Address 2
Phone
Email

16.12 **Counterparts.** This Agreement may be executed in several counterparts, all of which taken together shall constitute one single agreement between the parties hereto.

IN WITNESS WHEREOF, Customer and AccessData have each caused this Agreement to be signed and delivered by its duly authorized officer, all as of the date of last party signature below.

CUSTOMER	ACCESSDATA GROUP, INC.
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:



**ACCESSDATA MASTER SOFTWARE LICENSE AGREEMENT
SCHEDULE 1**

True-Up Adjustment Form

Customer:	AccessData Group, Inc.
Address:	588 West 400 South Suite 350 Lindon, UT 84042
Date:	
Contact Number:	
Agreement Date:	Sales Contact:

I. TRUE-UP ADJUSTMENT

PRESENT NODE COUNT	TRUE-UP NUMBER (Additional Nodes)	DATE OF INCREASE	TOTAL NODES

II. PAYMENT (to be completed by AccessData Group, Inc. for invoicing purposes only)

Per node price @ \$ x True-Up number	\$
Additional fees	\$
Total True-Up Adjustment Fee	\$

Customer hereby confirms the number indicated above reflects the additional Nodes to Customer's license since the last Order.
Customer agrees to pay AccessData for the additional Nodes at the prices described in the Agreement.

ACCESSDATA	CUSTOMER
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

Please make payments to:
AccessData Group, Inc.
588 West 400 South, Suite 350, Lindon, Utah 84042



Tel: +1.801.377.5410 | Fax: +1.801.765.4370
ACCESSDATA MASTER SOFTWARE LICENSE AGREEMENT
SCHEDULE 2

Order Form

This Order Form, effective as of the date of last party signature below (the "Effective Date") is between the following Customer ("Customer"),

Company name: _____ Address: _____
Phone: _____ City/St/Zip: _____
Email: _____ Contact: _____

and AccessData Group, Inc., a Delaware corporation, located at 588 West 400 South, Suite 350, Lindon, UT 84042 ("AccessData"). This Order Form (the "Order"), together with the terms and conditions of the Master Software License Agreement ("MSLA") executed between the parties and incorporated herein by reference, contain the full agreement of AccessData and Customer as to the purchase and provision of the Software and/or services listed below. Accordingly, Customer agrees to purchase and AccessData to deliver the following Software Licenses, Support, Training and/or implementation services as specified below. Licenses and related services will be separately invoiced in accordance with the terms and conditions set forth in each section below. Terms not defined in this Order shall have the meaning given to them in the MSLA.

Software License and Support Services

Licensed Software	Licensed Users or Site	License Terms	Scope of Use	License Fee:	Annual Support:	Subtotal:
Total License & Support Fees						

Notes:



Software Implementation Services and Training

AccessData offers implementation and Training services to assist with implementation of the Software and training of Customer. Implementation and Training services will be provided by AccessData to Customer in accordance with the terms and conditions of the Master Software Licensing Agreement executed between Customer and AccessData and to which this Order refers and incorporates by reference.

Services	Description	Units	Rate/Unit	Subtotal
Total Service Fees				\$

Implementation and Training. Implementation services may be provided remotely from AccessData's facility in Lindon, Utah or at a facility designated by Customer upon agreement of parties. For implementation services delivered at a facility designated by Customer. Training services for standard courses are provided at a location designated by AccessData. Custom courses may be provided at a facility designated by Customer. For custom courses delivered at a facility designated by Customer, Full payment is due within thirty (30) days of Customer's receipt of the invoice. Paid training courses will act as a credit towards specified classes and will expire if not taken within twelve (12) months from the effective date of this Order. Refunds on training courses will only be allowed if AccessData does not make available the training course within twelve (12) months of this agreement. All Professional Services (as defined in the MSLA) shall be governed by a Professional Services Agreement executed between the parties and provided under the terms of a Statement of Work signed by authorized representatives of both parties.



Contact Information

Bill to Information:

Name:

Address:

Phone:

Email:

Notes:**Ship to Information:**

Name:

Address:

Phone:

Email:

Acceptance of Order Form and Software License and Services Agreement

Total Price of All Licenses and Services (excluding travel and other expenses):	
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I have read and agree to be bound by all provisions of this Order, including the terms and conditions of the Master Software License Agreement incorporated herein. This Agreement is not valid until signed by an authorized representative of both parties.

ACCESDATA	CUSTOMER
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

Please make payments to:

AccessData Group, Inc.

588 West 400 South, Suite 350, Lindon, Utah 84042

Tel: +1.801.377.5410 | Fax: +1.801.765.4370



**ACCESSDATA MASTER SOFTWARE LICENSE AGREEMENT
SCHEDULE 3**

AccessData Support Policy

Response Times Telephone, Web and Email Support

The following outlines the maximum length of time allowed for initial acknowledgement to occur:

Communication Type	Initial Acknowledgement ¹
Telephone	80% of phone calls during business hours will receive immediate voice contact with Support Technicians.
Voicemail	Customers who leave a voice-mail for Support will receive a return call by the next business day.
Web / Support Center	Assigned to Support Technician by the next business day.
Email	Assigned to Support Technician by the next business day.

For purposes of this Support Policy only, "Business Day" shall mean that Support is available weekdays from 6AM to 6PM MST, excluding national holidays in the United States.

International Support is available starting at 8AM GMT.

On-Line Support

(<http://www.accessdata.com/support/technical-customer-support>)

AccessData's On-Line Support Center provides the following capabilities:

- a. Access via Web to Knowledge Base articles and solutions
- b. Access downloads for product updates
- c. Access product documentation
- d. Incident ticket submission via the Web
- e. Incident submission via email

AccessData software products are managed according to a product life-cycle management program with planned and scheduled updates. AccessData subscribers receive these software Updates and Releases at no charge and will receive notice of such improvements.

Escalation Procedure

If Customer reasonably believes that the incident report has not received the appropriate response from AccessData (as stated within this policy), the Customer may request escalation.

The following AccessData personnel will be made aware of the matter and respond personally to Customer in the following time frame:

- f. 72-hours after reporting defect: AccessData Inside Support Manager
- g. 96-hours after reporting defect: AccessData Director of Global Support

AccessData Support is only provided to clients with an existing Software Maintenance Subscription. You may be asked to provide proof of coverage before receiving assistance. Please have your serial number (printed on your security dongle, or viewable within AccessData license manager) handy when calling.

¹ "Initial Acknowledgement" refers to the maximum length of time allowed for the Support Technician to acknowledge receipt of your support request and route the request to the appropriate person for resolution.

Silver Enhanced and Gold Dedicated Support

Silver Enhanced and Gold Dedicated support levels are available for purchase in addition to the standard support and maintenance services above. Silver Enhanced and Gold Dedicated support include the following additional services:

Silver Enhanced Support:

- Customer has high-priority for resolution and issue consideration
- Customer will speak with a tier 2 engineer without escalation
- Escalation path within queue to appropriate engineer is given priority status
- Customer is provided with one complimentary remote product upgrade per year
- Upgrade can include up to 3 separate environments of software
- Tier 2 engineer provided to be dedicated to Implementation of software and subsequent upgrades as part of the Silver Enhanced Support tier

Gold Dedicated Support:

- Customer has all the benefits of the Silver Enhanced Support tier
- Customer has the email address and cell phone number of a dedicated Technical Account Manager (TAM)
- TAM is provided as client advocate and will drive bug and issue resolution
- TAM performs all client software installations and upgrades and has an experience driven expert level of knowledge over the client's software and hardware environments.
- Ticket tracking and custom reports for issue resolution are available upon request
- Proactive Support Offering and Scheduled Support for out-of-hours availability
- Customer is provided with one complimentary on-site product upgrade per year
- Customer is provided with one complimentary remote product upgrade in addition to an on-site upgrade
- Each upgrade can include up to 3 separate environments of software
- Transparent escalation path with business contact information for 3 levels of internal escalation above TAM for self-escalation when desired
 - Senior Manager of Global Support
 - Director of Global Support
 - Vice President of Global Support