

**Carahsoft Rider to Manufacturer Commercial Supplier Agreements**  
**(for U.S. Government End Users)**  
**Revised 20160504**

- 1. Scope.** This Carahsoft Rider and the Manufacturer's Commercial Supplier Agreement (CSA) 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's CSA 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 CSA is inconsistent with the Federal Law (*See* FAR 12.212(a)), they shall be deemed deleted and unenforceable under any resultant orders under Carahsoft's Multiple Award Schedule 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 General Services Administration Acquisition Regulation (GSAR) 552.238-81 Modifications (Federal Supply Schedule) (APR 2014) (Alternate I – APR 2014) and GSAR 552.212 -4 (f) Contract Terms and Conditions – Commercial Items, Excusable Delays (MAY 2015) (Alternate II – JUL 2009) (FAR Deviation – JUL 2015) (Tailored) regarding which of 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 CSA: (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 CSA. 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 CSA.
- (e) Termination.** Clauses in the Manufacturer's CSA referencing termination or cancellation of the Manufacturer's CSA are hereby deemed to be deleted. Termination shall be governed by the GSAR 552.212-4 and the Contract Disputes Act, 41 U.S.C. §§ 601-613, subject to the following exceptions:
- Carahsoft may request cancellation or termination of the CSA 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 and the CSA will be governed by and construed in accordance with the laws of the United States. All clauses in the Manufacturer's CSA referencing equitable remedies are deemed not applicable to the Government order and are therefore deemed to be deleted.
- (g) Force Majeure.** Subject to GSAR 552.212 -4 (f) Contract Terms and Conditions – Commercial Items, Excusable Delays (MAY 2015) (Alternate II – JUL 2009) (FAR Deviation – JUL 2015) (Tailored). Unilateral Termination by the Contractor does not apply to a Government order and all clauses in the Manufacturer's CSA referencing unilateral termination rights of the Manufacturer's CSA are hereby deemed to be deleted.
- (h) Assignment.** All clauses regarding Assignment are subject to FAR Clause 52.232-23, Assignment of Claims (MAY 2014) and FAR 42.12 Novation and Change-of-Name Agreements, and all clauses governing Assignment in the Manufacturer's CSA 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 (MAY 2014), and all clauses governing waiver of jury trial in the Manufacturer's CSA are hereby deemed to be deleted.

- (j) **Customer Indemnities.** All of the Manufacturer's CSA clauses referencing Customer Indemnities are hereby deemed to be deleted.
- (k) **Contractor Indemnities.** All of the Manufacturer's CSA 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 of the Manufacturer's CSA 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 of the Manufacturer's CSA 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 GSAR 552.212-4(k) Contract Terms and Conditions – Commercial Items, Taxes (MAY 2015) (Alternate II – JUL 2009) (FAR Deviation – JUL 2015) (Tailored) and GSAR 552.212-4 (w)(1)(x) Contract Terms and Conditions – Commercial Items, Taxes (MAY 2015) (Alternate II – JUL 2009) (FAR Deviation – JUL 2015) (Tailored).
- (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's CSA, 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's CSA and to this Rider shall be resolved in accordance with the FAR, the GSAR and the Contract Disputes Act, 41 U.S.C. §§ 7101-7109. See GSAR 552.212-4 (w)(1)(iii) Contract Terms and Conditions – Commercial Items, Law and Disputes (MAY 2015) (Alternate II – JUL 2009) (FAR Deviation – JUL 2015) (Tailored). The Ordering Activity expressly acknowledges that Carahsoft, as the vendor selling the Manufacturer's licensed software, shall have standing under the Contract Disputes Act to bring such claims that arise out of licensing terms incorporated into Multiple Award Schedule Contract GS-35F-0119Y.

**(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 CSA and this Rider contain no confidential or proprietary information and acknowledges the CSA 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. The Licensee may provide information to other components of the United States Government pursuant to proper requests for such information as permitted by law, regulation or policy (e.g., disclosures to Congress, auditors, Inspectors General, etc.).

## SOFTWARE LICENSE AGREEMENT

This License Agreement ("**Agreement**") is made and is effective as of [REDACTED] ("**Effective Date**"), by and between **Voyager Analytics, Inc.** a Delaware corporation with address of 11200 Rockville Pike, Suite 415, North Bethesda, Maryland 20852 ("**Voyager**"), and the GSA Customer (the Ordering Activity set forth in the GSA Order to Voyager's authorized GSA Reseller ("**Customer**").

**WHEREAS**, Customer desires to obtain a license from Voyager to use certain Software (as defined hereunder) for use within the Scope of Use as detailed in Exhibit B; and **WHEREAS** Voyager is willing to grant such rights and licenses on the terms and conditions set forth herein;

**NOW, THEREFORE**, the parties hereby agree as follows:

1. **Definitions.** For purposes of this Agreement and any exhibits attached hereto, the following capitalized terms shall have the following meaning:
  - 1.1. "**Software**" means the object code version of Voyager's proprietary software product as further detailed in Exhibit B (and limited to one or several of the products listed under Exhibit A), related Documentation, Updates, Upgrades and New Modules and all other written and or electronic materials relating thereto, if provided by Voyager to Customer in connection therewith.
  - 1.2. "**Documentation**" means the user's material and technical documentation delivered by Voyager to Customer along with the Software.
  - 1.3. "**New Modules**" means new modules which add substantially new features to the Software, and which are released by Voyager to its customers from time to time for additional license fees.
  - 1.4. "**Upgrades**" means a new version of the Software that includes or adds new functionality including enhancements, as designated by a progressing of the version number X or Y in the format [X.Y.Z] following the version initially delivered hereunder and which are released by Voyager to its customers from time to time in accordance with the term of this Agreement.
  - 1.5. "**Updates**" means, with respect to any element of the Software, a new version of such element that includes patches, bug fixes and minor enhancements to the Software, as designated by a progressing of the version number Z in the format of [X.Y.Z] following the version initially delivered hereunder, and which is made available, at no additional cost, by Voyager to its customers who are entitled to support services from time to time.
  - 1.6. "**Intellectual Property Rights**" means all intangible legal rights, titles and interests evidenced by or embodied in all: (i) inventions (regardless of patentability and whether or not reduced to practice), improvements thereto, and patents, patent applications, and patent disclosures, together with all reissuances, continuations, continuations in part, revisions, extensions, and reexaminations thereof; (ii) trademarks, service marks, trade dress, logos, trade names, and corporate names, together with translations, adaptations, derivations, and combinations thereof, including goodwill associated therewith, and applications, registrations, and renewals in connection therewith; (iii) any work of authorship, regardless of copyrightability, copyrightable works, copyrights (including moral rights) and applications, registrations, and renewals in connection therewith; (iv) trade secrets and Confidential Information; and (v) all rights associated with the foregoing and all other proprietary rights and any other similar rights, in each case on a worldwide basis, and copies and tangible embodiments thereof, in whatever form or medium.
2. **License Grant.** Subject to the terms and conditions of this Agreement, Voyager grants to Customer and Customer accepts from Voyager a non-exclusive, non-transferable, non-sublicensable, internal limited license, to use the object code version of the Software only within the Scope of Use as determined and detailed in Exhibit B. ("**License**"). In all cases solely for the purpose for which the Software is designated and for Customer's own internal use and without the right to sub-license. Customer may exercise the License through its employees and contractors solely for its own internal benefit. The Documentation is licensed solely for the purposes of supporting Customer's use of the Software as permitted in this Agreement.
3. **Use of the Software.** The Software is a technology tool which allows the Customer the ability to insert certain queries and receive certain responses and analysis based on information collected by the Software from various sources in cyber space. Customer shall have the control of the access to third party websites or material and the Software will only access information or content of third party websites

("Third Party Content") in accordance with the specific preferences set by the Customer and only after it has been prompted by Customer to do so by submitting a query. Certain Third Party Content may be the copyrighted material of a third party and protected by certain laws or other restrictions. The access to Third Party Content and use of such Third Party Content is in the full and sole discretion, responsibility and control of the Customer. As between the parties, Customer shall be sole and exclusive owner of all information collected and processed by Customer using the Software.

4. **Title & Ownership.** Voyager does not sell or transfer title in the Software, or any part thereof, to Customer. The Software, and/or any copies thereof, including without limitation any derivative works made thereto shall remain Voyager's sole and exclusive property. All Intellectual Property Rights evidenced by or embodied in and/or attached/connected/related to the Software, or any derivative or part thereof, are and shall be owned solely and exclusively by Voyager. Nothing in this Agreement shall constitute a waiver of Voyager's Intellectual Property Rights under any law, or be in any way construed or interpreted as such.
5. **Third Party Software and Open Source.** The Software may include certain third party code, or scripts which shall require downloading of third party open source code ("**Third Party Code**"), which are covered by other licenses ("**Third Party Licenses**"), as identified in the Third Party License terms available in the Documentation accompanying the Software.
6. **Support and Analysis Services**
  - 6.1. **Support Services.** As of delivery of the Software and subject to payment of the all applicable support fees, Voyager shall provide Customer with support services as set forth below. Support services shall be provided as detailed in **Exhibit C ("Support Services")**.
  - 6.2. **Analysis Services.** During the Term of this Agreement, Customer may order from Voyager or the GSA Reseller certain analysis consultation services, subject to the payment by Customer to the GSA Reseller or Voyager of Analysis Services Fee (as determined in an applicable purchase order) ("**Analysis Services**"). Analysis Services shall be provided by Voyager in accordance with a statement of work signed by the parties and applicable purchase order issued by the Customer to the GSA Reseller or Voyager.
  - 6.3. **New Modules.** New Modules when released to Voyager's customers may be offered to Customer for additional license fees as set forth in the GSA Reseller's or Voyager's then current price list.
  - 6.4. **Upgrades.** Upgrades when released to Voyager's customers may be offered to Customer for additional license fees as set forth in the GSA Reseller's or Voyager's then current price list.
  - 6.5. **Training.** If needed and subject to negotiation of an order and payment of applicable fees, Voyager will provide training for Customer's employees to effectively use the Software in accordance with the GSA Reseller's or Voyager's then current price list ("**Training Services**"). The training will be conducted at customer's premises.
7. **Fees and Payments**
  - 7.1. **License Fee.** License fees are as set forth in the order between Customer and Voyager's authorized GSA Reseller. All fees are non-refundable by Voyager. Subscription License fees include Support Services. For the avoidance of doubt, License Fee does not include installation and training services or Analysis Services and further excludes New Modules which may be provided separately according to the GSA Reseller's or Voyager's then current price list.
  - 7.2. **Set Up and Training Service Fee.** Set Up and Training services fees are set forth in an order between Customer and Voyager's authorized GSA Reseller. All fees are non-refundable by Voyager.
  - 7.3. **Analysis Service Fees.** To the extent Analysis Services are ordered by Customer, and unless otherwise stated in the applicable purchase order, the GSA Reseller may invoice Customer for the Analysis Services ordered from Voyager's authorized GSA Reseller, as set forth in the authorized GSA Reseller's GSA Schedule contract price list plus reimbursable and allowable expenses for which Voyager's authorized GSA Reseller receives written authorization (including communications and travel expenses). The Analysis Service Fees shall be paid by Customer according to the

payment schedule and payment terms set forth in the authorized GSA Reseller's GSA Schedule contract and FAR Part 31.

- 7.4. **Expenses.** Customer shall reimburse Voyager's authorized GSA Reseller for approved travel, lodging and out of pocket expenses which were incurred by Voyager with respect to the provision of installation, training or other services.
- 7.5. **Payment Terms.** Payment terms are as set forth in the authorized GSA Reseller's GSA Schedule contract.
- 7.6. **Taxes.** [RESERVED]
8. **Warranties.** Voyager warrants that, to the best of its knowledge, it has the right to grant Customer the license to use the Software. Voyager does not warrant, however, that the functionality of the Software will meet Customer requirements or is fit for any particular purpose or that Customer's use of the Software will be uninterrupted or that the operation of the Software will be error-free or secure nor does Voyager warrant that the connection to or transmission from the internet, if applicable, will be error free or uninterrupted. It is the responsibility of Customer to isolate the Software, to use anti-virus software, to make relevant back-ups and to take other steps to ensure that the Software does not damage Customer's information or system. Voyager's sole liability and Customer's sole remedy for any breach of this warranty shall be, in Voyager's sole discretion to replace or repair the non-conforming Software. The foregoing warranties are contingent upon Customer's proper use of the Software, and shall not apply to damage caused by abuse, misuse, alteration, neglect, or unauthorized repair or installation, or by the use or attempted use of Software other than that supplied and supported by Voyager. Voyager will use reasonable commercial efforts to repair or replace pursuant to the foregoing warranty within 30 days of being so notified.
9. **Disclaimer of Warranty.** THE WARRANTIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE SOFTWARE, SUPPORT SERVICES OR ANY OTHER ITEMS PROVIDED HEREUNDER.
10. **Indemnification**
- 10.1. **By Voyager.** Subject to the requirements of 28 USC §516. Voyager shall defend or settle at its expense any action, claim or proceeding, brought against Customer to the extent based upon a claim that the Software licensed by Customer infringes any third party intellectual property right. Voyager's obligation to indemnify Customer shall be limited to the following: Voyager agrees to pay Customer reasonable attorneys' fees and expenses, incurred in investigation or defense of such claims, and all damages and liabilities finally awarded against Customer or paid in settlements and arising out of such third party claims. Voyager's indemnity obligation shall not extend to claims based solely on (i) an unauthorized modification or use of the Software made by any third party other than Voyager where the Software without such modification or unauthorized use would not be infringing; (ii) the combination of non-infringing items with any items not supplied by Voyager; or (iii) the use by Customer of any version which is not the latest available version of the Software. As a condition to the defense set forth above, Customer shall give Voyager prompt notice of any such claim made against it, and, subject to the requirements of 28 USC §516, grant Voyager sole control of the defense of any such claim, suit or proceeding, including appeals, negotiations and any settlement or compromise thereof. If the Software or part thereof becomes, or in Voyager's opinion may become, subject to any claim of infringement of any duly issued patent or copyright or asserted trade secret right and its use is thereby enjoined, Voyager's sole liability shall be, at Voyager's option, to either: (i) procure for Customer the right to continue using the Software; or (ii) replace or modify the Software, so that it is non-infringing. This Section 10 states the entire obligation of Voyager and the exclusive remedies of Customer with respect to any claims of infringement or proprietary rights violations. Under no circumstances will Voyager have any obligation or liability under this Agreement for any infringement claims with respect to Third Party Code.
- 10.2. **By Customer.** Subject to the prohibitions of the Anti-Deficiency Act, Customer shall defend, indemnify and hold **harmless** Voyager and its affiliates from and against any and all third party claims, proceedings, injuries, liabilities, losses, fines, penalties, costs and expenses (including reasonable attorneys' fees), including but not limited to claims based on the collection and/or use of any third party information, data or content arising out of or relating to Customer's use of the Software, data or information collected and processed using the Software, or otherwise resulting

from the acts or omissions of Customer or any of its employees or agents in connection with any services provided by Voyager. Voyager shall give Customer prompt notice of any such claim made against it, and grant Customer sole control of the defense of any such claim, suit or proceeding, including appeals, negotiations and any settlement or compromise thereof.

11. **Limitation of Liability.** IN NO EVENT SHALL VOYAGER'S LIABILITY UNDER, ARISING OUT OF OR RELATING TO THIS AGREEMENT, EXCEED THE AMOUNT OF LICENSE FEES ACTUALLY RECEIVED BY VOYAGER UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM. VOYAGER'S LIABILITY WILL ONLY ARISE IF CUSTOMER INFORMS VOYAGER IN WRITING OF ANY DEFAULT AND THE DAMAGES RESULTING THEREFROM AS SOON AS POSSIBLE AND GIVES VOYAGER A REASONABLE TIME TO REMEDY A FAILURE TO PERFORM. ANY NOTICE OF DEFAULT MUST SPECIFY THE FAILURE IN AS MUCH DETAIL AS POSSIBLE, SO THAT VOYAGER WILL BE ABLE TO ACT ADEQUATELY. IN NO EVENT WILL VOYAGER BE LIABLE FOR LOST PROFITS, LOSS OF USE, LOSS OF DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR ANY OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, AND ON ANY THEORY OF LIABILITY, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE, WHETHER OR NOT VOYAGER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

12. **Confidentiality**

12.1. **Confidential Information.** Either party may from time to time during the Term of this Agreement disclose (the "**Disclosing Party**") to the other party (the "**Receiving Party**") certain information regarding the Disclosing Party's business, including technical, marketing, financial, employee, and other confidential or proprietary information ("**Confidential Information**"). Regardless of whether so marked or identified, any information that may be reasonably understood, under the circumstances to be considered confidential or proprietary, including but not limited to the terms and conditions of this Agreement, will be considered Confidential Information of the Disclosing Party. Customer agrees and acknowledges that the licensed Software and the Documentation are and shall remain Voyager's Confidential Information. Confidential Information is exempt from release under the Freedom of Information Act and subject to the Federal Trade Secrets Act.

12.2. **Protection of Confidential Information.** The Receiving Party will not use any Confidential Information of the Disclosing Party for any purpose not expressly permitted by this Agreement, and will disclose the Confidential Information of the Disclosing Party only to the employees or consultants of the Receiving Party who need to know such Confidential Information for the purpose of this Agreement and who are under a duty of confidentiality no less restrictive than the Receiving Party's duty hereunder. The Receiving Party will protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner as the Receiving Party protects its own confidential or proprietary information of a similar nature and with no less than reasonable care.

12.3. **Exceptions.** The Receiving Party's obligations under this Section 12 with respect to any Confidential Information of the Disclosing Party shall not apply to and/or shall terminate if and when the Receiving Party can document that such information: (a) was already lawfully known to the Receiving Party at the time of disclosure by the Disclosing Party without a duty of non-disclosure; (b) was disclosed to the Receiving Party by a third party who had the right to make such disclosure without any confidentiality restrictions; (c) is, or through no fault of the Receiving Party has become, generally available to the public; or (d) was independently developed by the Receiving Party without access to, or use of, the Disclosing Party's Confidential Information. In addition, the Receiving Party will be allowed to disclose Confidential Information of the Disclosing Party to the extent that such disclosure is (i) approved in writing by the Disclosing Party, (ii) necessary for the Receiving Party to enforce its rights under this Agreement in connection with a legal proceeding; or (iii) required by the order or a court of similar judicial or administrative body, provided that the Receiving Party notifies the Disclosing Party of such required disclosure promptly and in writing and cooperates with the Disclosing Party, at the Disclosing Party's reasonable request and expense, in any lawful action to contest or limit the scope of such required disclosure

### 13. **Term and Termination**

13.1. **Term**. This Agreement shall be in force and effect during the license period set forth in **Exhibit B** ("Term").

13.2. **Termination for Breach**. Either party may terminate this Agreement at any time by giving written notice to the other party if the other party is in breach or default of any material provision of this Agreement, and the breaching party fails to cure the breach or default, within thirty (30) days after being given written notice, specifying details of the breach or default and requiring the same to be remedied

13.3. **Termination in the Event of Default**. Either party may terminate this Agreement immediately, in the Event of Default. Any of the following shall be considered an "Event of Default": (i) a party is judged bankrupt or insolvent; or (ii) a party makes a general assignment for the benefit of its creditors; or (iii) a trustee or receiver is appointed for a party or for any of its property; or (iv) any petition by or on behalf of a party is filed under any bankruptcy or similar laws

13.4. **Consequences**. Upon termination of this Agreement for any reason Customer will: (i) immediately cease use of the Software; (ii) return the Software and all copies as well as the Documentation to Voyager; (iii) erase or otherwise destroy all copies of the Software in its possession, which is fixed or resident in the memory or hard disks of its and/or its Subsidiaries' computers and (iv) certify in writing to Voyager that all copies and partial copies and derivatives of the Software and related Documentation have been either returned to Voyager or otherwise erased or destroyed and deleted from any computer libraries or storage devices of the Customer to the extent applicable and are no longer in use by Customer. Upon termination of this Agreement, both parties shall promptly return any and all of the other party's Confidential Information that it may then have in its possession. If a termination in the Event of Default is disputed by either party, the parties will resolve the dispute under the Contract Disputes Act.

14. **Reservation of Rights**. Other than the rights explicitly granted in this Agreement, Customer shall have no other rights, express or implied, in the Software. Without limiting the generality of the foregoing, Customer agrees and undertakes not to: (i) sell, lease, sublicense or distribute the Software, or any part thereof, or otherwise transfer the Software or allow any third party to use the Software in any manner; (ii) reverse engineer, decompile, disassemble, or otherwise reduce to human-perceivable form the Software's source code; (iii) modify, revise, enhance, or alter the Software; (iv) copy or allow copies of the Software to be made; (v) place the Software onto a server except as authorized within the Scope in **Exhibit B**; (vi) use the Software to provide third parties with managed services or any other services whether or not in return for remuneration of any kind; and (vii) represent that it possesses any proprietary interest in the Software. (viii) simultaneously access the Software from a number of devices exceeding the number of users ordered and paid for by Customer (ix) remove or evade any technical protection (x) use plug-ins or extensions not distributed by Voyager which enable modification of the Software; (xi) modify or change or make new installation programs for the Software; (xii) use the Software for on behalf of third parties or sub-license, rent, sell, lease, distribute or otherwise transfer the Software.

### 15. **General Terms**

15.1. **Governing Law**. This Agreement shall be governed by the laws of the United States. The United Nations Conventions on Contracts for the International Sales of Goods shall not apply to this Agreement. Except as mandated by applicable Federal law, any and all disputes arising out of or in connection with this Agreement shall be brought exclusively before the state or federal courts in New York City, New York, except that Voyager shall have the right to pursue injunction relief in any competent jurisdiction for breach or threatened breach of the license restrictions or confidentiality hereunder in addition to any other remedies in law or equity, if permitted in accordance with applicable Federal procurement law.

15.2. **Compliance With Laws**. Customer is responsible for obtaining and undertakes to comply, at all times, with all applicable export, import and trade-related laws and regulations of the United States and other jurisdictions as applicable, including without limitations the US Anti-Boycott Laws, the Export Administration Act and the Foreign Corrupt Practices Act. Customer must at its own expense obtain and arrange for the maintenance of any government approval or any licenses and comply with all applicable laws and regulations necessary for Customer's performance of this

Agreement. Subject to the prohibitions of the Anti-Deficiency Act, Customer will defend, indemnify, and hold harmless Voyager from and against all fines, penalties, liabilities, damages, costs and expenses incurred by Voyager as a result of any violation of export (control) laws or regulations by Customer or any of its agents or employees.

- 15.3. **Assignment.** Unless explicitly stated otherwise herein, this Agreement or any part thereof may not be assigned by Customer to any third party without obtaining Voyager's prior written consent, which consent shall not be unreasonably withheld or denied. Voyager shall be entitled to assign this Agreement, in whole or in part, at its discretion and shall provide Customer with notice, in such event, Customer shall have the right to terminate the Agreement immediately upon notice to Voyager.
- 15.4. **Force Majeure.** Except for Customer's obligation to pay amounts due under this Agreement, neither party hereto shall be liable for any loss, damage, or penalty resulting from such party's failure to perform its obligations hereunder when such failure is due to events beyond its control, including, without limitation, flood, earthquake, fire, acts of God, military insurrection, civil riot, or labor strikes.
- 15.5. **Survival.** Anything to the contrary notwithstanding, the following Sections shall survive any termination of this Agreement: 1, 3, 4, 9, 10, 11, 12, 13.4, 14 and 15.
- 15.6. **Entire Agreement.** This Agreement, if any, constitutes the entire agreement between Voyager and Customer and supersedes any previous agreements or representations, either oral or written between Voyager and Customer. Nothing in this Agreement alters any agreement between Customer and Voyager's authorized GSA Reseller. Voyager is not a party to the GSA Contract and has no ability or authority to modify those terms and, similarly, those terms are not incorporated herein. Customer acknowledges that it has not relied upon any representations or warranties other than those expressly contained in this Agreement. This Agreement may be amended, terminated, or altered only by an instrument in writing signed by individuals of appropriate authority of both parties.
- 15.7. **Purchase Orders.** Each purchase order will be executed by Customer and Voyager's authorized GSA Reseller and shall incorporate all the terms and conditions of this Agreement. In the event of conflict between the terms of this Agreement, the applicable purchase order and the GSA Reseller's Schedule Contract, the order of precedence shall be determined in accordance with General Services Administration Acquisition Regulation (GSAR) 552.212-4(s).
- 15.8. **Notices.** Any notice or report required or permitted by this Agreement shall be deemed given if (i) delivered personally to an officer of the other party, (ii) sent by either party to the other by first class mail, postage prepaid, addressed to the other party at the address given above or such other address as to which such party shall give notice hereunder, or (iii) sent by email to the email address given below or such other email address as to which such party shall give notice hereunder. Notice given by mail shall be deemed given five business days after deposit with postal authorities. Notice given by email shall be deemed given one business days after sending.
- 15.9. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and enforceable against the party actually executing such counterpart, and all of which together shall constitute one and the same instrument. The exchange of an executed Agreement (in counterparts or otherwise) by facsimile or by electronic delivery in PDF format or similar format shall be sufficient to bind the parties to the terms and conditions of this Agreement as an original.

### Exhibit A - Software Products

Genesis software product by Voyager Analytics provides the capability of analyzing FaceBook "activity log" files. Up to 1 GB per file, up to 15 files a month. Annual license.

Genesis software product by Voyager Analytics provides the capability of FaceBook "activity log" files. Up to 1 GB per file, unlimited number of files during the subscription period. Annual license.

Addition to Genesis products (#00010 or #00011) - increasing file size limitation - to support up to 8 GB per file.

Voyager Analytics software product v 3.8, provides the capability of gathering and analyzing social data, based on Voyager Analytics standard 5 sources. Up to 400 Data Units per day, up to 5 Analyst seats, annual license.

\* includes free of additional charge up to two initial training service package(s), excludes out-of-pocket expenses for travel and accommodation"

Voyager Analytics software product v 3.8, provides the capability of gathering and analyzing social data, based on Voyager Analytics standard 5 sources. Up to 560 Data Units per day, up to 7 Analyst seats, annual license.

\* includes free of additional charge initial installation and up to two training service package(s), excludes out-of-pocket expenses for travel and accommodation.

Voyager Analytics software product v 3.8, provides the capability of gathering and analyzing social data, based on Voyager Analytics standard 5 sources. Up to 750 Data Units per day, up to 10 Analyst seats, annual license.

\* includes free of additional charge initial installation and up to two training service package(s), excludes out-of-pocket expenses for travel and accommodation

Genesis Addition (#00010-#00012) to Voyager Analytics software product (#00022-#00024, #00032-#00034)

Premium Social Data source – VK - package of up to 70 dedicated Data Units per day. Addition to Voyager Analytics software product (#00022-#00024,#00032-#00034), annual license.

Premium Social Data source – VK - additional packages of up to 70 dedicated Data Units per day (on top of #00040). Addition to Voyager Analytics software product (#00022-#00024, #00032-#00034), annual license

Set up fee for VK (#00040). If VK (#00040) is not ordered together with Voyager Analytics software product (#00020-#00024,#00032-#00034) but added later on - a set-up fee will apply.

Analyst Professional Consulting Services Package - up to 15 hours

\*Excludes out-of-pocket expenses such as traveling and accommodation

Training Services Package (up to 3 days, up to 3 participants)

\*Excludes out-of-pocket expenses such as traveling and accommodation

## Exhibit B – Specific License Terms and Scope

### Customer Details:

Name:  
Address:  
Contact Person:  
Email:

### License, License Term and Scope of Use:

[To be completed per each customer, and must include the specific software product, type of license (on premise or dedicated cloud), duration of the license (annual or subscription), scope of use (including limitations on location), additional features provided if applicable]

[Genesis on-premise annual license template:]

Product No: \_\_\_\_\_

#### License

Voyager grants Customer an annual license to use a product known as "Genesis" version 3.8. [z] in accordance with the Agreement and subject to the Scope of Use detailed below.

#### License Term

The license will start as of the Effective Date of the Agreement for a period of one year ("**Initial Term**").

#### Scope of Use

License is limited by number of files to upload (15 files per month) during the license term, in accordance with payments made, and up to 1 GB size per file. [May be amended according to payment]

The Software shall be used only on equipment and at the following location: \_\_\_\_\_ "**On Premise Centers.**"

Use of the Software may be subsequently transferred to On Premise Centers maintained by Customer at other locations, provided (i) the total number of On Premise Centers at which the Software is used by Customer does not exceed the number of On Premise Centers specified above, and (ii) Customer provides Voyager with written notice 90 days before such transfer.

It is the sole responsibility of Customer to purchase the equipment required for On-Premise installation, and a room that will accommodate the hardware required for installation in a reasonable period prior to the installation date that will be mutually determined between Voyager and Customer.

The software will be installed at Customer's On-Premise Center, with the assistance of a dedicated Voyager R&D professional in a date that will be agreed between parties at least 3 weeks prior to the date itself, and will be no later than \_\_\_\_\_. Customer will use best efforts to allow Voyager to perform the installation by that date.

## **Exhibit C: Support Services**

### **1. Definitions**

**"E-Mail Support"** means electronically generated Failure or Issue (as hereinafter defined) identification and correction as set forth herein, and other technical and support services provided in response to electronically transmitted inquiries by the Support Contacts (as hereinafter defined).

**"Failure"** means a reproducible failure under which the Voyager Service or any part thereof ceases to operate, materially malfunctions or fails to perform in accordance with its Documentation.

**"Issue"** means a question, accessibility problem or other similar issues related to the Voyager Software (as defined in the Agreement) that is not a Failure.

**"Telephone Support"** means support services provided to Customer's Support Contacts (as hereinafter defined) in response to telephone requests for assistance.

**"Issue"** means an error, question, accessibility problem or other issue related to the Software.

**"Support Services"** – means E-Mail Support, Web Site Support, Telephone Support and providing Customer with Updates for the Software.

**"Telephone Support"** means support services provided to the Support Contacts (as hereinafter defined) in response to telephone requests for assistance.

**"Web Site Support"** means generic, not specific to Customer, support information available through Voyager's Internet web site.

**"Response Time"** means the initial response by Voyager to Customer's support call. Final resolution time shall differ, dependent upon the complexity of the support Issue (detailed below).

### **2. Support Procedure**

Voyager shall provide Customer with access to Voyager's personnel for problem reporting with respect to the use of the Software. Customer shall promptly notify Voyager's support contacts, in person, in writing or by electronic mail of any Issue or Failure detected in the Software, provide Voyager with its indication of priority based on severity levels detailed below and provide Voyager reasonably sufficient details to diagnose and reproduce such error (including remote access, logs and other such requirements). Customer will provide Voyager with remote access to the servers hosting the Software located at the On-Premise Center in order to provide Support Services.

The Support Services shall not include the diagnosis or rectification of any Failure or Issue resulting from: (i) improper use, operation or neglect of the Software; or (ii) any use of the Software that is not in accordance with the Agreement; or (iii) failure by the Customer to implement recommendations in respect of or solutions to faults previously advised by Voyager; or (iv) any repair, adjustment, alteration or modification of the Software by any person other than Voyager without Voyager's prior written consent or (v) any third party components.

### **3. Support Contacts**

Support Services are provided to designated named support contact(s) of the Customer, who are suitably trained and experience employees and contractors of the Customer ("**Support Contacts**"). Customer may designate up to 3 Support Contacts. Web Site Support is also available to Support Contacts

### **4. Service Severity Levels**

In the event of a Failure with the Service and subject to the above support procedure, Voyager will follow the following Response Times and resolution guidelines. Voyager will assign one of the following Severity Levels to each reported Failure (or Issue) based on the information and indication of its priority provided by the Support Contact.

*Severity Level 1 (Urgent Failure):* The Service is stopped or severely impacted that the Customer cannot reasonably continue to work, the operation is mission critical to the Customer business and the situation is emergency. Customer will contact Voyager, and Voyager will use its best commercial efforts to respond within a Response Time of 3 hours to Severity Level 1 problems, and will use reasonable

commercial efforts to resolve the urgent Failure, provide an Update or work-around or provide a specific action plan for how Voyager will address the urgent Failure within five (5) days of the request.

*Severity Level 2 (Serious Failure):* The performance of the Service is noticeably impaired but continues to be accessible and functional. Customer work is continuing (not stopped), but there is a significant impact on Customer's productivity. Voyager will use its best commercial efforts to respond within a Response Time of 6 hours (provided Failure reports are received by Voyager during working hours) to Severity Level 2 problem, and use reasonably commercial efforts to provide an *Update* or work-around or provide a specific action plan for how Voyager will address the serious Failure within ten (10) business days of the request.

*Severity Level 3 (Failure):* Customer experiences a minor loss of service. Voyager will use its best commercial efforts to respond within a Response Time of one business day to Severity Level 3 problem, and use reasonably commercial efforts to provide a solution or work-around that may be delivered to Customer within the next scheduled system Update.

*Severity Level 4 (Minor Failure or other Issues):* Some capabilities or performance problems, which cause some inconvenience to the Customer. General questions or information request with no impact on operational condition of the Service. Voyager will respond within a Response Time of two (2) business days to Severity Level 4 problem, and use reasonably commercial efforts to provide a solution or workaround in the next scheduled system Update.

#### **5. Working Hours**

Working hours are from 9:00am until 5:00pm United States EST, during all regular business days (excluding US national holidays).

#### **6. Voyager Contact Information**

Support Contacts may request Support Services via telephone, the Internet, or electronic mail as follows: [ContactUS@voyager-analytics.com](mailto:ContactUS@voyager-analytics.com) or [Support@voyager-analytics.com](mailto:Support@voyager-analytics.com)

#### **7. Supported Versions**

Voyager will provide Support Services to the current version of the Software and the previous release being the one immediately prior to the current version.