Important

END USER LICENCE AGREEMENT

THE USE OF ALL AUTHLOGICS SOFTWARE IS SUBJECT TO THIS END USER LICENCE AGREEMENT (THE AGREEMENT).

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE INSTALLING, DOWNLOADING, COPYING OR OTHERWISE USING THE AUTHLOGICS SOFTWARE.

If you are viewing this agreement in connection with a download, online or on a computer during installation, then you will be asked to accept or reject the Agreement. By executing a written order, you are representing to Authlogics that you are (i) authorized to bind the Customer; and (ii) agreeing on behalf of the Customer that the terms of this Agreement shall govern the relationship of the parties with regard to the subject matter in this Agreement and are waiving any rights, to the maximum extent permitted by applicable law, to any claim anywhere in the world concerning the enforceability or validity of this Agreement.

If you do not have authority to agree to the terms of this Agreement on behalf of the Customer, or do not accept the terms of this Agreement on behalf of the Customer, click on the "Cancel" or "Decline" or other similar button at the end of this Agreement and/or immediately cease any further attempt to install, download or use this Software for any purpose, and remove any partial or full copies made from this Software.

This is a legal agreement between the Ordering Activity under GSA Schedule contracts identified in the Order ("Customer") and Authlogics Limited ("Authlogics"). This Agreement may be superseded by (a) any written agreement signed by both Customer and Authlogics or (b) any written evaluation licence included with the Authlogics Software (defined below).

1. DEFINITIONS.

The Parties agree that unless otherwise defined herein, the existing definitions set forth in any applicable licence agreement between AUTHLOGICS and Customer shall apply to this Agreement to the extent such terms are used herein.

1.1. **Software –** means collectively, a Commercial off-the- shelf (COTs) product, including all content provided by Authlogics through the Authlogics software products and the Authlogics/Intercede Site, Authlogics Application software, source code, application screens, functions and features, Authlogics server software, databases, online internet portal and all related software and source code related to the Authlogics Software, marketed as MyID MFA and MyID PSM, currently

1.2. **Documentation –** means the then-current, generally available, written user manuals and online help and guides for Software or hardware provided by Authlogics/Intercede;

1.3. **Product notice** – means the notice by which Authlogics informs the Customer of product-specific use rights and restrictions, warranty periods, warranty upgrades and maintenance and support terms. Product Notices may be delivered in writing at the e-mail or postal address provided during any registration process or on the Authlogics website;

1.4. **Customer –** means any user of the Software;

1.5. **Authlogics** - means AUTHLOGICS LIMITED (Registered in England Company No: 04354168), situated at Ocean House, The Ring, Bracknell, Berkshire, RG12 1AX; a subsidiary of Intercede Limited

1.6. **Device** - means any unique PC, Laptop, Computer, Server or machine meeting the minimum system requirements to run the Software;

1.7. **User** - means any unique person, identity or user account meeting the minimum system requirements to utilise the Software;

1.8. Evaluation Software – means a copy of the Software and all applicable Documentation, which are licensed for a limited duration for the specific purpose of evaluation prior to making a final decision on procurement;

1.9. Beta Products – means the Software that is in beta phase including any related Documentation that Authlogics may provide to the Customer;

1.10. Evaluation Products – means Evaluation Software and Beta Products.

2. ORDERING AND PAYMENT.

On request the Customer will receive a quote from Authlogics for the Software Licence it requires. Such quote will be deemed to have been accepted once it has been signed and returned to Authlogics, or such acceptance is indicated in an email or issuing an executed purchase order for the Software.

All amount quoted will be quoted in United States Dollarsand shall be paid by the Customer within 30 days of the receipt date of invoice, with interest accruing thereafter at the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

3. DELIVERY AND ACCEPTANCE.

The Software shall be provided by electronic means and acceptance that the Software operates in substantial compliance with the Associated Documentation occurs upon electronic availability of the Software. Notwithstanding such acceptance, the Customer retains all rights and remedies set forth below.

4. LICENCE TERMS.

4.1. Conditions

Specific conditions of use which apply to the type of licence you have acquired from Authlogics are:

4.1.1. You may use the Software on/for multiple unique Devices/Users up to and not exceeding, the number of fully paid licences as specified in the licence provided by Authlogics. Installing the Software on more than the number of licensed Devices, or for more than the number of licensed Users (i.e. exceeding the number of Perpetual or Subscription Licences, excluding Evaluation Licences), shall invalidate all of the licences issued to the Customer and shall invalidate any paid for support. The Customer will be charged a fee to re-instate the paid licences and an excessive use fee on all the Devices and/or Users that exceed the paid licences.

4.1.2. By using the Software, the Customer understands and accepts that the Software may use product activation technology to track the install base of the Software. A Licence file, unique to the Customer, shall be provided by Authlogics and is required to be distributed with the Software which is used to identify the Customer during the activation process. This licence file may not be shared with other organisations or persons as this will invalidate the licence. Authlogics reserves the right to store activation information until such time as (i) the Customer is no longer using the Software and (ii) the Customer has requested, in writing, for Authlogics to dispose of the data. No user personal data is recorded during the activation process. The Customer is entitled to request a copy of the activation data stored by Authlogics at any time.

4.2. Licensing Models

4.2.1. **Perpetual Licences** - these licences are not time limited and can be used without interruption by the Customer for as long as required, however they are limited to the version which was originally purchased; unless otherwise stated. Perpetual licences do not include support & maintenance, which must be purchased separately and which is mandatory for a minimum of the first 12 months.

4.2.2. **Subscription Licences** - these licences are only valid during a fully paid subscription period. Once the subscription period has lapsed the licences must either be renewed, purchased outright (converted to perpetual) or the software must be immediately uninstalled and no longer used. Subscription licences are typically 12 months in length and include support & maintenance. A Subscription licence entitles the Customers to the latest version of the product during the subscription period. Software installed with a Subscription Licence will automatically stop functioning when the licence period has expired. The software shall attempt to warn the administrator of the system prior to

this occurring, Authlogics does not accept any liability for any inconvenience, cost, loss or damage occasioned by a failure to advise the Customer that Subscription licence is due to expire.

4.2.3. **Evaluation Licences** - these licences allow the Customer to use the Software free of charge to assess whether it meets the Customer's needs for a period of up to 30 days (may vary per product) from its supply to the Customer. Software installed with an Evaluation Licence will automatically stop functioning when the licence period has expired.

5. EVALUATION PRODUCTS

The Evaluation Products, period of use, Installation Site and other transaction-specific conditions shall be as mutually agreed between Authlogics and the Customer and recorded in a form of a schedule or via an online evaluation request form on the Authlogics website.

5.1. Evaluation period

Notwithstanding any deviating terms in this Agreement, the period of use shall be thirty (30) days from date of delivery of the Evaluation Products, unless otherwise agreed by the Parties in a Schedule or an online request form on the Authlogics website. For some products an Evaluation licence file will be supplied limiting the use of the Software to the allowed period.

5.2. At the end of the Evaluation period

All licences for Evaluation Software expire at the end of the Evaluation period. The Customer shall delete all copies of the Evaluation Products at the end of the evaluation period, or when terminated by Authlogics for convenience, whichever occurs first. The Customer shall bear the risk and cost of loss and damage for Evaluation Products, if any, and de-installation.

5.3. Use

The Customer may use Evaluation Products free of charge, but solely for the purpose of evaluation and not in a production environment.

5.4. Warranty

Without prejudice to any other limitations on Authlogics's liability set out in this Agreement (which shall also apply to Evaluation Products), Evaluation products are provided "AS IS" and any warranty or damage claims against Authlogics in connection with Evaluation Products are hereby excluded, except in the event of fraud or willful misconduct of Authlogics.

5.5. Support

Unless otherwise specifically agreed in writing by Authlogics, Authlogics does not provide support or maintenance for any Evaluation Products.

5.6. Liability

THE CUSTOMER RECOGNISES THAT EVALUATION PRODUCTS MAY HAVE DEFECTS OR DEFICIENCIES WHICH CANNOT OR MAY NOT BE CORRECTED BY AUTHLOGICS AND AUTHLOGICS ACCEPTS NO LIABILITY IN RESPECT OF SUCH DEFICIENCIES.

5.7. Beta Products

The Customer shall treat the Beta Products, including the nature and features thereof and materials relating thereto and the results of the Customer's testing and evaluation of the Beta Products as Authlogics's Confidential Information. The Customer agrees that any feedback or ideas it or any of its employees, contractors or customers provided to Authlogics regarding the Beta Products or any suggested improvements thereto will be the exclusive property of Authlogics.

5.8. Commercial viability

The Customer understands that Authlogics may never release the Beta Products as a commercial product.

6. SOFTWARE RESTRICTIONS 6.1.

The Customer:

6.1.1.   is not permitted to resell or charge others for use of or access to the Software, or in any other manner inconsistent with these End User Licence terms;

6.1.2. will not duplicate, transfer, give access to, copy or distribute any part of the Software in any medium without Authlogics's prior written authorization;

6.1.3. will otherwise comply with these End User Licence terms and Privacy Policy.

6.1.4. shall not without the consent of Authlogics, modify, reverse assemble, decompile or reverse engineer the Software.

6.1.5. shall not remove or obscure any copyright or trademark notices, or other proprietary notices relating to the Software. All notices must be duplicated as it appears on the Software on all authorised copies.

6.1.6. shall not copy any written documentation accompanying the Software without crediting the source.

6.1.7. shall be entitled, at no additional charge to the Customer, to copy machine readable or printed portions of the Software for its own use, for archive, testing and/or disaster recovery purposes, or to replace a
worn copy, subject to the restrictions on the use and disclosure of information set out
herein.

6.2. Authlogics does not warrant that the Software furnished hereunder shall be free from programming errors and from defects in workmanship and materials and shall operate and conform to the performance capabilities, specifications, functions and other descriptions and standards applicable thereto, nor does it warrant that the Software is fit for purpose.

7. CUSTOMER'S PERSONAL INFORMATION

7.1. In order to access and use the features of the Software, the Customer acknowledges and agrees that the Customer will have to provide Authlogics with certain Personal Information and the Customer expressly acknowledges and agrees that in order to provide the Service, Authlogics may periodically Process the Customer's Personal Information. Any such Processing will at all times be in accordance with the Data Protection Act 1998.

7.2. The Customer must provide accurate and complete information. The Customer hereby gives the Customer's express consent to Authlogics to Process the Customer's Personal Information in order to provide the Customer with the use of the Software where appropriate.

8. NO COMBINATION WITH OPEN SOURCE SOFTWARE

The Customer is not entitled to incorporate, modify combine or distribute any of the Software licensed hereunder with any Open Source Software.

9. INTELLECTUAL PROPERTY RIGHTS

THE DESIGN OF THE SOFTWARE ALONG WITH CREATED TEXT, SCRIPTS, GRAPHICS, INTERACTIVE FEATURES AND THE LIKE, THE TRADEMARKS, SERVICE MARKS AND LOGOS CONTAINED THEREIN ("MARKS"), ARE OWNED BY OR LICENSED TO AUTHLOGICS, SUBJECT TO COPYRIGHT AND OTHER INTELLECTUAL PROPERTY RIGHTS UNDER UK AND FOREIGN LAWS AND INTERNATIONAL CONVENTIONS. THE SOFTWARE IS PROVIDED TO THE CUSTOMER AS IS FOR THE CUSTOMER'S INTERNAL BUSINESS USE ONLY. AUTHLOGICS RESERVES ALL RIGHTS NOT EXPRESSLY GRANTED IN AND TO THE SOFTWARE. THE CUSTOMER AGREES TO NOT ENGAGE IN THE USE, COPYING, OR DISTRIBUTION OF ANY OF THE SOFTWARE OTHER THAN EXPRESSLY PERMITTED HEREIN

10. WARRANTY AND DISCLAIMER

10.1. Warranty and duration
AUTHLOGICS WARRANTS THAT FOR A PERIOD OF 30 DAYS FROM THE CUSTOMER'S PURCHASE OF THE AUTHLOGICS SOFTWARE, IT WILL MATERIALLY CONFORM TO THE ELECTRONIC DOCUMENTATION PROVIDED WITH IT. AUTHLOGICS DOES NOT WARRANT THAT THE OPERATION OF SOFTWARE SHALL BE UNINTERRUPTED OR ERROR FREE, THAT ALL DEFECTS CAN BE CORRECTED, OR THAT THE SOFTWARE MEETS CUSTOMER'S REQUIREMENTS.

10.2. Customer remedies
AUTHLOGICS'S ENTIRE LIABILITY AND THE CUSTOMER'S EXCLUSIVE REMEDY SHALL BE FOR AUTHLOGICS, AT ITS OPTION, TO REMEDY THE NON-COMPLIANCE OR TO REPLACE THE AFFECTED SOFTWARE. IF AUTHLOGICS IS UNABLE TO AFFECT SUCH WITHIN A REASONABLE

TIME, THEN AUTHLOGICS SHALL REFUND THE AMOUNT AUTHLOGICS RECEIVED FOR THE SOFTWARE CONCERNED. AUTHLOGICS SHALL HAVE NO LIABILITY AFTER EXPIRATION OF THE WARRANTY PERIOD.

10.3. Warranty Exclusions
This warranty does not cover problems that arise from:
10.3.1. Accident or neglect by the Customer or any third party;
10.3.2. Any third party items or services with which the Software is used or other causes beyond Authlogics's control;
10.3.3. Installation, operation or use not in accordance with Authlogics's instructions or the applicable Documentation;
10.3.4. Use in an environment, in a manner or for a purpose for which the Software was not designed; or
10.3.5. Modification, alteration or repair by anyone other than Authlogics or its authorised representatives.

Authlogics has no obligation whatsoever for Software installed or used beyond the licenced use or whose original identification marks have been altered or removed.

Except for the warranties stated in this Agreement or in applicable Product Notices, and to the maximum extent permitted by law, AUTHLOGICS, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, WRITTEN OR ORAL, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND ANY WARRANTY ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING OR PERFORMANCE, OR USAGE OF TRADE IN CONNECTION WITH THE SOFTWARE AND THE CUSTOMER'S USE THEREOF. AUTHLOGICS MAKES NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE SOFTWARE OR THE CONTENT

11. LIMITATION OF LIABILITY

11.1. Limitation on Direct Damages
AUTHLOGICS'S TOTAL LIABILITY AND THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIM OF ANY TYPE WHATSOEVER, ARISING OUT OF SOFTWARE PROVIDED HEREUNDER, SHALL BE LIMITED TO PROVEN DIRECT DAMAGES CAUSED BY AUTHLOGICS'S SOLE NEGLIGENCE IN AN AMOUNT NOT TO EXCEED THE AMOUNT PAID UNDER THE ORDER IN THE PRECEDING TWELVE MONTH PERIOD FOR DAMAGE TO REAL OR TANGIBLE PERSONAL PROPERTY.

11.2. No Indirect Damages
EXCEPT WITH RESPECT TO CLAIMS REGARDING VIOLATION OF AUTHLOGICS'S INTELLECTUAL PROPERTY RIGHTS, NEITHER CUSTOMER NOR AUTHLOGICS SHALL HAVE LIABILITY TO THE OTHER FOR ANY SPECIAL, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, INDIRECT OR PUNITIVE DAMAGES, LOSS OF PROFITS, LOSS OF REVENUES, LOSS OF DATA AND/OR USE, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, OF ANY NATURE WHATSOEVER, RESULTING FROM THE CUSTOMER'S ACCESS TO AND USE OF THE SOFTWARE. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

11.3. Special Exclusions
IN JURISDICTIONS THAT DO NOT ALLOW LIMITATION OR EXCLUSION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES. THE CUSTOMER ACKNOWLEDGES AND AGREES THAT NO INDEMNITY IS GIVEN WITH RESPECT TO THE SOFTWARE. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO (1) PERSONAL INJURY OR DEATH RESULTING FROM LICENSOR'S NEGLIGENCE; (2) FOR FRAUD; OR (3) FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW.

11.4. Limitation Period
Unless otherwise required by applicable law, the limitation period for claims for damages shall be six(6) years after the cause of action accrues, unless statutory law provides for a longer limitation period.

11.5. Regular Backups
As part of its obligation to mitigate damages, the Customer shall take reasonable data backup measures, the Customer shall backup relevant data before Authlogics, the Customer or any third party performs any

remedial upgrade or other works on the Customer's production or development environment and systems. To the extent Authlogics's liability for loss of data is not in any way excluded under this agreement, Authlogics shall in the case of data losses only be liable for the typical effort to recover the data which would have accrued if the Customer had appropriately backed up its data and configurations.

11.6. Other Jurisdictions

The Software is controlled and offered by Authlogics from its facilities in the United Kingdom. Authlogics makes no representations that the Software is appropriate or available for use in other locations. Those who access or use the Software from other jurisdictions do so at their own volition and are responsible for compliance with local law.

12. HOLD HARMLESS

Customer shall hold harmless Authlogics and its officers, directors, employees, and agents from and against any and all losses incurred by Authlogics resulting from any third-party action concerning Customer's use of the Software. Customer does not agree to indemnify Authlogics against any third-party actions under any circumstances.

13. CONFIDENTIALITY

13.1. Each Party acknowledges and agrees that all material and information which has or will come into its possession or knowledge in connection with this Agreement, or the performance hereof, including but not limited to the Evaluation and Beta Products, consists of confidential and proprietary data, whose disclosure to or use by third parties will be damaging to the other of them.

13.2. Both Parties agree to hold such material and confidential information in strictest confidence, not to make use thereof or disclose same other than for the performance of this Agreement, to release it only to employees or sub-contractors reasonably requiring such information and who are bound by confidentiality obligations no less stringent than those contained in this Agreement prior to such release, and not to release or disclose it to any other party, unless so required by law or with the prior written consent of the other Party. Authlogics recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which may require that certain information be released, despite being characterized as "confidential" by the vendor.

13.3. Confidential Information shall not include any information that:
13.3.1. is now, or which hereafter, through no act on the part of the party receiving such information ("the receiving party") becomes generally known or available;
13.3.2. is independently developed by the receiving party without reference to the Confidential Information of the disclosing party.

14. ASSIGNMENT

This Agreement, and any rights and licences granted hereunder, may not be transferred or assigned by the Customer. but may be assigned by Authlogics within its Corporate Group, following ends user approval, not be unreasonably withheld.

15. TERMINATION

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

Upon termination of this Agreement the Customer shall cease all use of the Software and shall either return or certify the lawful destruction of the applicable Software, as Authlogics may direct.

Any term in this Agreement that by its nature or context is intended to survive termination or expiration shall so survive.

16. FORCE MAJEURE

In accordance with GSAR Clause 552.212-4(f), Neither party shall be liable to the other for any failure to perform its obligations hereunder where such failure is due to cause beyond such party's control. Examples of such cause are Act of God, war, riot, military action, embargo, fire, flood, accident, strike, shortage or non-operation of transportation facilities or utilities such as electricity, gas and telephone, and national or local governmental legislation or regulation.

In the event of either party being so hindered or prevented, the party concerned shall give notice of suspension as soon as reasonably possible to the other party stating the date and extent of the suspension and its cause and the omission to give such notice shall forfeit the rights of that party to claim suspension. Any party whose obligations have been suspended as aforesaid shall resume the performance of those obligations as soon as reasonably possible after the removal of the cause and shall so notify the other party. In the event that the cause continues for more than 6 months either party may terminate this agreement on 30 days' notice.

17. General

17.1. The Customer agrees:

17.1.1. That to the extent consistent with the Federal law of the United States, all the Software and application servers, may be hosted in the United Kingdom or on internationally hosted servers;

17.1.2. Reserved; and

17.1.3. To be subject to the jurisdiction of the United Kingdom in the event of any legal dispute. Any claim or dispute between the Customer and Authlogics that arises in whole or in part from the Software shall be decided exclusively by a court of competent jurisdiction located in England.

17.2. This Agreement together with the attached Privacy Policy supplied separately and any other legal notices published by Authlogics, will constitute the sole agreement between the parties concerning the Software.

17.3. This Agreement will be governed, construed and take effect in all respects in accordance with the Federal law of the United States.

17.4. This Agreement shall supersede all other agreements and/or representations whether written, oral and/or implied between the parties.

17.5. If any part of this Agreement, a purchase order or a Authlogics quote is held unenforceable, the validity of the remaining provisions shall not be affected.

17.6. No addition to, variation, or agreed cancellation of this agreement, including this clause, shall be of any force or effect unless in writing and signed by or on behalf of the parties.

17.7. No indulgence which either party ("the grantor") may grant to the other ("the grantee") shall constitute a waiver of any of the rights of the grantor, who shall not thereby be precluded from exercising any rights against the grantee which may have arisen in the past or which might arise in the future.

17.8. Nothing in this Agreement shall constitute a partnership, joint venture, agency or employment between the parties hereto, and neither party shall have the authority or power to bind, or contract in the name of, or to create a liability against, the other in any way for any purpose.

17.9 Any notices permitted or required under this Agreement shall be in writing. Notices shall be sent to Authlogics Limited (Reg in England Company No: 09660225), situated at Ocean House, The Ring, Bracknell, Berkshire, RG12 1AX, either by delivery, courier, email or facsimile as set out in the quotation provided by Authlogics. Notices shall be sent to the Customer at the address, facsimile number or email address set forth in the Quotation to the Customer.