June 2023

End User License Agreement

CARAHSOFT TECHNOLOGY CORPORATION and Customer agree that the following terms and conditions will apply to the licenses and services provided under this End User License Agreement.

1. Definitions

a. **"Confidential Information"** means any business, marketing, technical, scientific or other information disclosed by either party which, at the time of disclosure is designated as confidential (or like designation), is disclosed in circumstances of confidence, or would be understood by the parties, exercising reasonable business judgment, to be confidential.

b. **"Documentation"** means the written documentation provided by CARAHSOFT TECHNOLOGY CORPORATION with the Software.

c. **"Installation and Training Services"** means Software installation and training services provided by CARAHSOFT TECHNOLOGY CORPORATION to Customer pursuant to an CARAHSOFT TECHNOLOGY CORPORATION quoted per the **GSA Contract 47QSWA18D008F..**

d. **"Services"** means consulting, installation, training, support, and maintenance services provided by CARAHSOFT TECHNOLOGY CORPORATION pursuant to this Agreement, including without limitation the Support and Maintenance Services and Installation and Training Services.

e. **"Support and Maintenance Services"** means Software support and maintenance services provided by CARAHSOFT TECHNOLOGY CORPORATION to Customer in accordance with **CARAHSOFT TECHNOLOGY CORPORATION GSA Contract Schedule 47QSWA18D008F.**

2. Software License

a. **Licenses**. Subject to the terms and conditions of this Agreement, CARAHSOFT TECHNOLOGY CORPORATION grants to Customer a non-exclusive, non-transferable, internal license to (a) use the Enterprise Server Software on no more than the number of computers licensed to Customer, (b) use no more copies of the Software than what has been licensed to Customer, and (c) make a reasonable number of additional copies of the Software solely for archival or back-up purposes only. CARAHSOFT TECHNOLOGY CORPORATION grants Customer a nonexclusive, nontransferable, nonassignable license to use the results of the Services solely with the Software and pursuant to the terms and conditions of this Agreement and not for distribution or resale to third parties.

b. **Proprietary Rights Protection.** This license confers no ownership rights to Customer and is not a sale of any rights in the Services, the Software, the Documentation or the media on which either is recorded or printed. Customer does not acquire any rights, express or implied, in the Software, other than those rights specified in this Agreement. CARAHSOFT TECHNOLOGY CORPORATION or its third party licensors shall own and retain ownership of all right, title, and interest in and to (i) the Services and the Software and any copies, modifications, enhancements, and derivative works thereof; (ii) the Documentation and any copies thereof; (iii) any ideas, suggestions, or feedback relating to the foregoing ("Feedback"); and (iv) all intellectual property rights embodied within the foregoing (i)-(iii). Customer hereby irrevocably assigns and agrees to assign all of its right, title, and interest in and to any Feedback to CARAHSOFT TECHNOLOGY CORPORATION. Customer shall not copy, modify, adapt or merge copies of the Software except as provided in this Agreement. Customer shall not translate, reverse engineer, de-compile or disassemble the Software, except to the extent that law explicitly prohibits this contractual restriction, or use the Software in a service bureau or for the benefit of third parties.

c. **High-Risk Activities**. The Software is intended for standard business purposes and is not intended for use in connection with any activity that could result in personal injury or death in the event that data, a device or other information becomes inaccessible as a result of the Software. Customer agrees that it is aware of the above stated risks and that Customer shall indemnify CARAHSOFT TECHNOLOGY CORPORATION ***as directed in FAR 52.212-4*** for any liability in connection with any such high-risk activity.

d. **Audit Rights.** Customer shall keep reasonable records relating to its use of the Software and its compliance with the license granted herein.

3. Orders and Delivery

a. **Software Orders.** Customer shall be entitled to order Software or other products or services pursuant to a purchase order document accepted by CARAHSOFT TECHNOLOGY CORPORATION. Such Software shall be deemed delivered pursuant to the terms of this Agreement. A purchase order shall be in writing and identify the Software being ordered, and the shipping and invoicing locations. All terms and conditions on a purchase order document shall be of no contractual effect between the parties.

b. **Delivery**. CARAHSOFT TECHNOLOGY CORPORATION shall deliver Customer's order to a location specified by the Customer within thirty (30) days of receipt of such order, subject to the receipt of all required documentation, including any required export and import permits. Thereafter, Customer shall be responsible for and bear all expenses (including taxes) related to making the permitted number of copies and distributing such copies as permitted in this Agreement. Customer will be the importer of record for the Software.

4. Price and Payment

a. **Price**. The fees for Software and Services are set forth in CARAHSOFT TECHNOLOGY CORPORATION GSA Contract Schedule 47QSWA18D008F.

5. Installation, Training, Support and Other Services

a. **Installation and Training**. CARAHSOFT TECHNOLOGY CORPORATION will provide Installation and Training Services as stated in CARAHSOFT TECHNOLOGY CORPORATION GSA Contract Schedule 47QSWA18D008F.

b. **Support and Maintenance Services**. Subject to the payment of the applicable fees, CARAHSOFT TECHNOLOGY CORPORATION shall provide annual Support and Maintenance Services to Customer in accordance with the terms and conditions set forth in Carahsoft Technology Corporation GSA Contract Schedule 47QSWA18D008F.

c. **Other Services**. Upon Customer's request, CARAHSOFT TECHNOLOGY CORPORATION will provide other services to Customer pursuant to a mutually agreed upon Statement of Work ("SOW").

6. Software Warranty

a. **Software Warranty.** CARAHSOFT TECHNOLOGY CORPORATION warrants that for a period of ninety (90) days from the date of each purchase (i) each item of Software will perform in substantial accordance with the Documentation delivered with such Software, and (ii) at the date of each purchase, CARAHSOFT TECHNOLOGY CORPORATION shall have used commercially reasonable efforts to cause the Software to be free of any known computer virus or harmful, malicious, or hidden program, data, or other computer instructions whose purpose is to disrupt, damage, or interfere with the use of computer and telecommunications software or hardware for their normal purposes (except as in accordance with the Documentation).

b. **Exceptions to Warranty.** Notwithstanding the foregoing, CARAHSOFT TECHNOLOGY CORPORATION shall have no obligation to fix errors in the Software caused by accident, misuse, abuse, improper operation, misapplication, or any other cause external to the Software, or if such repair service would constitute an excluded service pursuant to the Support and Maintenance Services provisions.

c. **Remedy for Breach of Warranty.** CARAHSOFT TECHNOLOGY CORPORATION's exclusive liability and the Customer's sole and exclusive remedy for breach of the provisions of this warranty section shall be, at CARAHSOFT TECHNOLOGY CORPORATION's option, to (i) repair or replace the Software which does not meet CARAHSOFT TECHNOLOGY CORPORATION's warranty and which is returned to CARAHSOFT TECHNOLOGY CORPORATION, or (ii) take return of the Software and refund the license fees paid for the Software.

7. Intellectual Property

a. **Intellectual Property Indemnity.** CARAHSOFT TECHNOLOGY CORPORATION shall defend Customer from any claims by third parties that the Software furnished and used within the scope of this Agreement infringes upon or misappropriates a Canadian, United States or European Union patent, copyright, or trade secret (a "Claim"), and will pay any damages, settlements, costs, and expenses, including without limitation court costs and reasonable attorney's fees, finally awarded against Customer by a court or arbitrator in any proceeding related to such Claim, provided, however, that the Customer (i) gives to CARAHSOFT TECHNOLOGY CORPORATION prompt written notice of each Claim threatened or received by the Customer, (ii) gives to CARAHSOFT TECHNOLOGY CORPORATION the exclusive right to control and

direct the investigation, defense and settlement of such Claim, and (iii) has not compromised or settled the Claim.

b. **Mitigation by CARAHSOFT TECHNOLOGY CORPORATION**. If (i) CARAHSOFT TECHNOLOGY CORPORATION becomes aware of an actual or potential Claim, or (ii) Customer provides CARAHSOFT TECHNOLOGY CORPORATION with notice of an actual or potential Claim, CARAHSOFT TECHNOLOGY CORPORATION may (or in the case of an injunction against Customer, shall), at CARAHSOFT TECHNOLOGY CORPORATION's sole option and expense:

1) procure for the Customer the right to continue to use the affected portion of the Software;

2) modify or replace the affected portion of the Software with functionally equivalent or superior software so that Customer's use is non-infringing; or

3) if 1) and 2) are not commercially reasonable, take return of the affected portion of the Software and pay to Customer the cost of the affected portion of the Software depreciated over a three (3) year period from the date of acquisition on a straight line basis less any outstanding moneys owed on such affected portion of the Software.

c. **Exceptions to Indemnity.** CARAHSOFT TECHNOLOGY CORPORATION shall have no liability, and shall be indemnified and held harmless by the Customer against any Claim in respect of any Software if:

1) such Software is used by the Customer outside the scope of the license granted in this Agreement or in a manner or for a purpose other than that for which it was supplied, as contemplated by CARAHSOFT TECHNOLOGY CORPORATION's Documentation;

2) such Software is modified by the Customer without the written consent of CARAHSOFT TECHNOLOGY CORPORATION;

3) such Software is used by the Customer in combination with other software or hardware not supported per the Documentation and the infringement arises from such combination or the use thereof; or

4) the Claim relates to the use of any version of the Software other than the current, unaltered release, if such Claim would have been avoided by the use of a current unaltered release of the Software.

d. **LIMIT TO INDEMNITY. THE PROVISIONS OF THIS ARTICLE 7 STATE THE SOLE AND EXCLUSIVE LIABILITY OF CARAHSOFT TECHNOLOGY CORPORATION, AND THE SOLE AND EXCLUSIVE REMEDY OF CUSTOMER WITH RESPECT TO ANY CLAIM OF THE NATURE DESCRIBED HEREIN**. ***Disputes between the parties will be governed by the Contract Disputes Act and any remedies/liabilities afforded under that body of case law***

8. Limitation of Liability

a. **EXCEPTIONS. NOTWITHSTANDING THE FOREGOING, NO LIMITATION OF EITHER PARTY'S LIABILITY SET FORTH IN THIS AGREEMENT SHALL APPLY TO (I) DAMAGES ARISING FROM A PARTY'S BREACH OF ITS CONFIDENTIALITY OBLIGATIONS, (II) DAMAGES ARISING FROM INFRINGEMENT OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, OR (III) CLAIMS FOR BODILY INJURY OR DAMAGE TO TANGIBLE PROPERTY CAUSED BY THE NEGLIGENCE OF SUCH PARTY OR ITS EMPLOYEES, SUBCONTRACTORS OR AGENTS.**

9. Confidentiality

a. **Treatment of Confidential Information.** Customer acknowledges that the Software (and any information incorporated therein or related thereto) is the Confidential Information of CARAHSOFT TECHNOLOGY CORPORATION. Each party shall retain the Confidential Information of the other party in confidence and shall use and disclose it solely for the purpose of, and in accordance with, this Agreement. Each party shall only disclose Confidential Information of the other party to those of its employees with a need to know such Confidential Information. Each party shall use the same degree of care as it uses to protect its own confidential information of a similar nature, but no less than reasonable care, to prevent the unauthorized use or disclosure of the other party's Confidential Information.

b. Neither party shall be bound by any obligations restricting disclosure and use set forth in this Agreement with respect to Confidential Information of the other party, or any part thereof, which:

1) was known to the receiving party prior to disclosure;

2) was lawfully in the public domain prior to its disclosure, or becomes publicly available other than through a breach of this Agreement;

3) was disclosed to the receiving party by a third-party, provided that such third-party is not in breach of

any confidentiality obligation in respect of such information; or

4) is independently developed by the receiving party.

c. If the receiving party is compelled pursuant to legal, judicial, or administrative proceedings, or otherwise required by law, to disclose Confidential Information of the disclosing party, the receiving party shall use reasonable efforts to (i) seek confidential treatment for such Confidential Information, and (ii) provide prior notice to the disclosing party to allow the disclosing party to seek protective or other court orders.

10. General

a. **Export Restrictions.** The Software and related information is subject to export and import restrictions. Customer shall comply with any laws that may impact Customer's right to export, import or use the Software or related information (including, without limitation, United States export laws). Customer shall not use the Software or related information for any purposes prohibited by export laws, including, without limitation, nuclear, chemical or biological weapons proliferation. Customer shall be responsible for procuring all required permissions for any subsequent export, import or use of the Software or related information.

b. **Notice**. Any notice to be given hereunder shall be given in writing by receipted e-mail, facsimile, or overnight courier, and shall be effective as follows (i) in the case of facsimile or courier, on the next business day, and (ii) in the case of receipted mail, five (5) business days following the date of deposit in the mail.

c. **Force Majeure**. Except for payment obligations, neither party will be responsible for delays and defaults due to war, strikes, fire, acts of God, labor or transportation difficulties, or other causes beyond that party's reasonable control.

d. **Waiver**. The failure of a party to claim a breach of any term of this Agreement shall not constitute a waiver of such breach or the right of such party to enforce any subsequent breach of such term.

e. **Assignment**. Neither party shall assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party, and any such prohibited assignment shall be null and void. Notwithstanding the foregoing, either party may assign this Agreement to any party that acquires all or substantially all of its related business by merger, sale of stock or assets, or a similar transaction.

Additional Government Requirements:

1. For any commercial item including technical data, computer software, computer software documentation, or any combination thereof, to the Government, the following provisions shall take precedence over conflicting provisions in any license associated with those items, notwithstanding any provisions in those licenses to the contrary through renewals or extensions, as needed, to this contract:

2. Provisions of clause DFARS 252.227-7015, Technical Data–Commercial Items shall apply.

3. The minimum duration of all commercial licenses shall be for the period of performance of this contract (including options, if exercised) plus a period of three years after acceptance of all items (other than technical data or computer software) to be delivered under this contract or the termination of this contract.

4. All licenses shall be consistent with applicable laws, regulations, or policies listed in DFARS 252.225- 7048, Export-Controlled Items.

5. Any license purchased by the contractor under this contract which is associated with any technical data, computer software, or computer software documentation delivered or otherwise provided under any CLIN shall transfer or otherwise be assigned to the Government upon delivery of that CDRL or CLIN.

6. Licenses shall not contain any indemnification agreement where the Government's liability is indefinite, indeterminate, unlimited (such a provision would be a violation of the Anti-Deficiency Act) IAW FAR 52.232- 39.

7. The licensor may not enter Government installations for purposes such as software usage audits or other forms of inspection without prior, written Government consent.

8. Copies of all licenses may be disclosed to third parties when consistent with the Freedom of Information Act.