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

1. **Scope.** This Carahsoft Rider and the Manufacturer End User License Agreement (EULA) 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 EULA (www._____/us.html) 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 EULA 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 GSA contracts as set forth in GSA ORDER 4800.2G 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 200 0) (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 EULA 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 EULA 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 EULA 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 EULA 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 EULA are hereby deemed to be deleted.

**(j) Customer Indemnities.** All Manufacturer EULA clauses referencing Customer Indemnities are hereby deemed to be deleted.

**(k) Contractor Indemnities.** All Manufacturer EULA 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 EULA 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 EULA 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 EULA, 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 EULA 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 EULA and this Rider contain no confidential or proprietary information and acknowledges the EULA 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.

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# ATTACHMENT VII
# END USER LICENSE AGREEMENT

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**EXHIBIT A - Veracode End User Assessment Agreement**

**Dated:3/26/2012**

THIS AGREEMENT (THE *"AGREEMENT"*) BETWEEN THE CUSTOMER ENTITY IDENTIFIED ON THE SIGNATURE LINE OF THE ORDER FORM (*"CUSTOMER"*) AND VERACODE, INC., A DELAWARE CORPORATION WITH OFFICES AT 4 VAN DE GRAAFF DRIVE, SUITE 400, BURLINGTON, MASSACHUSETTS 01803 (*"VERACODE"*) RELATING TO THE VERACODE SOLUTION SPECIFIED IN CUSTOMER'S SALES ORDER FORM. A SALES ORDER FORM SHALL BE IN A FORM PROVIDED BY VERACODE OR ITS AUTHORIZED PARTNER WHICH IS MUTUALLY AGREED TO BY THE PARTIES AND MAY BE ENTERED INTO BETWEEN CUSTOMER AND VERACODE ELECTRONICALLY OR IN WRITING (EACH AN *"ORDER FORM"*).

1. **Definitions.** The following terms shall have the meaning specified below: *"Affiliate"* shall mean any entity controlled by, controlling, or under common control with a party to this Agreement during the period such control exists. For the purposes of this Agreement "control" means the power to direct the operation, policies and management of an entity through the ownership of at least fifty percent (50%) of the voting stock of such entity. *"Applications"* shall mean supported software applications (including web enabled applications) as specified in the Solution description within a particular Order Form which, depending on the type of Solution purchased, shall be (i) Applications owned by Customer (provided that the application may contain third party software components licensed by Customer) (*"Customer Applications"*) and/or (ii) Applications owned and developed by a Third Party and licensed by Customer for internal use or being evaluated by Customer for potential licensing (*"Third Party Applications"*). *"Assessment"* or *"Assess"* shall mean the analysis performed by Veracode on an Application as part of a Solution to produce Reports. *"Licensed Entity"* shall mean the specific legal entities of Customer or its Affiliates authorized to use the Solution as specified in the Order Form. Unless otherwise stated on the Order Form, the Licensed Entity shall be Customer. *"Reports"* shall mean reports accessible through Veracode's Solution platform that provide findings of an Assessment either relating to (i) a Customer Application (*"Customer Report(s)"*) or (ii) a Third Party Application (*"Third Party Report(s)"*). *"Solution(s)"* shall mean Veracode's security related solutions as described in the Order Form, including any documentation provided by Veracode in connection therewith and any updates to the Solution provided by Veracode from time to time in its sole discretion. *"Third Party"* shall mean a third party software vendor that owns a Third Party Application which Customer requests Veracode to Assess as part of the Solution.

2. **Solution Description and License Rights.** Upon payment of the applicable fees, Veracode grants Customer a non-exclusive, non-transferable right and license, during the subscription term specified in the Order Form, to (i) access and use the Solution as described in the Order Form; and (ii) if so specified in the Order Form, access and use the Solution to have Applications Assessed and access Reports (and in the case of Third Party Applications, to permit such Third Parties to access and use the Solution to Assess Third Party Applications and access Third Party Reports on Customer's behalf), provided that the use of the Reports shall be subject to the terms of Section 3(c) below. Use of the Solution to perform Assessments shall be limited to Applications as such term is defined herein. Notwithstanding anything herein to the contrary, Customer's use of the Solution pursuant to a particular Order Form shall be limited to use by the Licensed Entity. For static Assessments, Customer shall be responsible for uploading to Veracode each Application to be Assessed including debug builds," in executable object code form, in accordance with Veracode's specifications; source code will not be provided. For dynamic

Assessments, Customer will be responsible for identifying the required information to enable the Assessment. Except as provided herein, Customer shall not have the right to make the Solution available to, use the Solution on behalf of, or for the benefit of third parties. Customer shall not modify or attempt to derive the source code of the Solution. Except for the rights expressly licensed to Customer hereunder, Veracode and its licensors reserve and retain all right, title and interest to the Solution.

3. **License Rights to Applications and Reports.**

(a) **Applications.** Except as expressly licensed to Veracode hereunder, Customer, the Third Party or their licensors reserve and retain all right, title and interest to the Applications. Customer grants Veracode a worldwide, non-exclusive, right and license (i) during the subscription term of the Order Form, to access, use, reproduce, and store the Applications to be Assessed solely for the purposes of performing the Assessment; (ii) during the subscription term of the Order Form, create, reproduce, store, make available and transfer Reports as specified herein; and (iii) for a perpetual license period, solely for the purpose of creating generic statistical data relating to the Assessment, reproduce, store, publish, license and transmit the results of the Assessment in an aggregated anonymous form that does not reveal the identity of Customer or the Third Party or link the Customer's identity or the Third Party's identity to Applications (such as, for example, statistical data pertaining to a specific industry or application type).

(b) **Third Party Applications.** Customer understands and agrees that each Third Party whose Third Party Application will be Assessed must execute (or accept by electronic means as a click-through) Veracode's Third Party Assessment Agreement. Veracode shall not have any obligation to provide the Solution with respect to any particular Third Party Application until such time as Veracode has an assessment agreement in place with the Third Party.

(c) **Reports.** For each Assessment, Veracode will produce and make available via the Solution platform a Report containing information on flaw type, severity and remediation recommendations as follows: (i) Customer Reports. For each Customer Application Assessed, Customer will have access to a detailed Customer Report and, subject to Veracode's ownership of the underlying Report template, Customer will own all right, title and interest to the results of the Assessment contained in each Customer Report relating to a Customer Application. Veracode grants Customer a non-exclusive, non-transferable, worldwide license to access, use and reproduce the Report templates included in the Customer Report solely for Customer's internal business purposes. Customer shall have the right to disclose the Report template for the Customer Report in combination with the results of the Assessment for a Customer Application to third parties only on a need to know basis, subject to a confidentiality obligation at least as protective as the confidentiality obligations contained herein; and (ii) Third Party Reports. For each Third Party Application Assessed, Customer will have access to a summary version of the Third Party Report (containing high level information on number, type and severity of security related flaws with an overall security rating) and the Third Party will have access to a detailed Third Party Report relating to such Third Party Application. Customer understands and agrees that as between Customer and Veracode, Veracode shall own the results of the Assessment relating to the Third Party Application contained in each Third Party Report. Veracode grants Customer a non-exclusive, worldwide, non-transferable license to access, use and reproduce the summary version of the Third Party Report and the results of the Assessment contained therein which are made available to Customer by Veracode, solely for Customer's internal business purposes. The results of the Assessment contained in a Third Party Reports shall be considered to be the Confidential Information of the Third Party and shall be subject to the confidentiality obligations set forth herein.

4. **Confidentiality.** Each party shall retain in confidence, and not use, except for the purposes described in this Agreement, during and after the

Term, the confidential information of the other party disclosed by the other party or made available in connection with this Agreement, whether disclosed in written, oral, electronic or visual form, which is identified as confidential at the time of disclosure, or should reasonably be understood to be confidential given the nature of the information and the circumstances surrounding the disclosure, and which expressly includes without limitation information regarding a party's business, operations, finances, technologies, products and services, pricing, personnel, customer and suppliers and (i) with regard to Customer, the Customer Applications, debug builds and information regarding the specific security vulnerabilities of the Customer Applications and the results of the Assessment contained in the Customer Reports relating to the Customer Applications, and (ii) with regard to Veracode, Veracode's Solution and Report templates (including pre-existing information contained therein) and any processes, methodologies, software, designs, user interface, technical information, know-how, product content relating thereto ("Confidential Information"). Except as authorized in this Agreement, neither party will disclose the Confidential Information of the other party to a third party other than to its or its affiliates' employees, agents, contractors and advisors having a need to know in connection with this Agreement and subject to a confidentiality undertaking, and each party shall be liable to the disclosing party for any violation of this Agreement by such persons. Confidential Information shall not include information that is (a) is publicly known at the time of disclosure, (b) is lawfully received from a third party not bound in a confidential relationship with the other party, (c) is published or otherwise made known to the public by the other party, or (d) was generated independently without use of the other party's information. The receiving party may disclose Confidential Information to the extent such disclosure is required to be disclosed by law or pursuant to a court order provided that it provides the disclosing party with prior written notice.

5. **Veracode's Limited Performance Representation and Warranty and Disclaimer.** Veracode represents and warrants, during the Warranty Period, that the Solution provided to Customer will be performed as described herein, by qualified personnel in a professional manner. The warranty period shall be a rolling thirty (30) day period beginning in each case on the date that the portion of the Solution (such as, for example, a particular Assessment or Report) giving rise to the warranty claim was provided pursuant to a particular Order Form and ending thirty (30) days thereafter (the "Warranty Period"). If Customer provides Veracode with written notice of such a breach during the applicable Warranty Period, as Customer's sole and exclusive remedy and Veracode's sole and exclusive liability, Veracode shall endeavor to correct the breach within thirty (30) days of its receipt of such notice. EXCEPT FOR THE LIMITED REPRESENTATION AND WARRANTY STATED ABOVE, VERACODE DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, VERACODE DOES NOT GUARANTEE THAT IT WILL FIND ALL SECURITY VULNERABILITIES.

6. **Customer's Representations and Warranties.** Customer represents and warrants that it (i) owns the Customer Applications (except for any third party components contained therein which have been licensed by Customer) and (ii) has the right, title and interest to grant the rights provided herein and perform its obligations hereunder including the right to submit and make available, or to have submitted or made available on its behalf, the Customer Applications for the purposes of allowing Veracode to provide the Solution and produce the Reports as described herein.

7. **Indemnity.**
(a) Customer Indemnity. Customer shall indemnify, defend and hold Veracode, its directors, officers and employees harmless from and against any and all claims, suits, actual damages, costs and expenses, including reasonable attorneys' fees, brought against or suffered by Veracode based on Customer's breach of its representation or warranty set forth in Section 6 hereof.
(b) Veracode Indemnity. Veracode shall defend, indemnify and hold harmless Customer and its officers, directors and employee from and against any and all claims, suits, actual damages, costs and expenses, including reasonable attorneys' fees, brought against or suffered by such Customer indemnified parties based on any third party claim that the Solution infringes or violates any U.S. patent or worldwide copyright or trade secret, provided that Veracode shall not be responsible for any claim

to the extent arising from or relating to Customer's unauthorized use of the Solution or use of the Solution in combination with the Applications or any data not provided by Veracode. The rights and remedies set forth in this Section 7(b) state Veracode's exclusive liability and Customer's exclusive rights and remedies with regard to claims for intellectual property infringement or violation.
(c) Indemnity Process. The indemnifying party shall conduct and control the defense and settlement of any such claim; provided that the indemnified party shall have the right to provide for its separate defense at its own expense. The indemnified party shall give prompt notice of any claim for which indemnity is sought and shall cooperate in defending against such claims at the indemnifying party's expense.

8. **Limitation of Liability.** EXCEPT FOR LIABILITY ARISING FROM A PARTY'S BREACH OF ITS CONFIDENTIALITY OR INDEMNIFICATION OBLIGATIONS HEREUNDER OR A VIOLATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR PUNITIVE, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR OTHER INDIRECT DAMAGES HEREUNDER INCLUDING WITHOUT LIMITATION, LOST PROFITS OR LOSS OR DAMAGE TO SOFTWARE OR DATA, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR LIABILITY ARISING OUT OF VERACODE'S CONFIDENTIALITY OR INDEMNIFICATION OBLIGATIONS HEREUNDER, VERACODE'S AGGREGATE LIABILITY FOR ALL CLAIMS ARISING UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF THE ACTION, SHALL NOT EXCEED THE TOTAL FEES PAID FOR THE SOLUTION PURSUANT TO THE ORDER FORM GIVING RISE TO THE CLAIM. NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, VERACODE SHALL NOT HAVE ANY LIABILITY FOR DAMAGES ARISING OUT OF THE PENETRATION TESTS OR SIMULATED ATTACKS WHICH ARE PERFORMED BY VERACODE AS PART OF THE SOLUTION IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT.

9. **Use of Trademarks and Publicity.** Neither party shall have the right to use the other party's name, logo, trademark or other proprietary marks in connection the results of the Assessment or otherwise, except as expressly authorized in writing by the other party. Any use of a Veracode trademark by Customer in connection with the results of an Assessment, as may be authorized by Veracode, shall be subject to Veracode's policies and procedures relating to such use as communicated by Veracode from time to time.

10. **Term and Termination.** This Agreement shall remain in effect unless or until terminated in accordance with the terms hereof and may not be terminated except as expressly set forth herein. All orders are final and non-cancelable. Either party may terminate (i) this Agreement, upon thirty (30) days prior written notice, for any reason in the event that no Order Form is in effect; or (ii) this Agreement and any affected Order Form, upon thirty (30) days prior written notice, for material breach of this Agreement if the other party has not cured such breach within the thirty (30) day notice period. Veracode shall only provide the Solution during the term specified in the Order Form. Except for the statistical data described in Section 3(a)(iii) above, Veracode shall destroy all copies of the Applications and all associated documentation and related materials upon the earlier of (i) thirty (30) days following any termination or expiration of this Agreement or (ii) immediately upon Customer's written request. Upon any termination or expiration of this Agreement, any provision which, by its nature, would survive termination or expiration of this Agreement will survive and this Agreement shall continue to apply to any pending Order Form(s).

11. **Miscellaneous.**
(a) Governing Law. This Agreement will be governed by, and construed in accordance with, the internal laws of Massachusetts, without regard to its conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods does not apply to the transactions contemplated by this Agreement. The Uniform Computer Information Transactions Act ("UCITA") will not apply to this Agreement regardless of when and howsoever adopted, enacted and further amended under the governing state laws.
(b) Force Majeure. If the performance of any obligation hereunder is interfered with by reason of any circumstances beyond a party's reasonable control, including but not limited to acts of God, labor strikes and other labor disturbances, power surges or failures, or the act or omission of any third

party, the party shall be excused from such performance to the extent necessary, provided the party shall use reasonable efforts to remove such causes of nonperformance.

(c) Assignment. Customer shall not assign this Agreement or any of its rights or obligations hereunder, in whole or in part, except with the prior written consent of Veracode, including, without limitation, by merger, sale of assets, change of control or by operation of law. The terms of this Agreement shall be binding upon the permitted successors and assigns of each party.

(d) Compliance with laws. Each party shall comply with all applicable, laws and regulations in connection with the performance of its obligations and the exercise of its rights under this Agreement. Customer shall be responsible for obtaining any necessary export approvals in connection with its use of the Solution.

(e) General. The terms and conditions of this Agreement supersede all previous agreements, proposals or representations related to the subject matter hereof. This Agreement shall govern with respect to Customer's use, access and license of the Solution and transactions relating to the Solution, whether such licenses are purchased directly from Veracode or indirectly through an authorized Veracode partner (including without limitation any follow-on purchases or renewals) and shall apply to all Order Forms and forms of purchases, whether submitted through electronic transmissions or otherwise, unless otherwise agreed by both parties in writing. Unless otherwise expressly stated in the Order Form, the terms and conditions of this Agreement shall take precedence over any Order Form; provided, however, with respect to those items which this Agreement provides shall be specified in an Order Form, the Order Form shall take precedence. Any waiver, amendment, or modification of any right or remedy, in whole or in part under this Agreement, or any additional or different terms in purchase orders, acknowledgments or other documents other than the Order Form, will not be effective unless expressly agreed to in writing and signed by an authorized representative of both parties. Notices shall be submitted in writing to the address set forth in the Order Form. The exchange of a signature by electronic means shall be sufficient to bind the parties to an Order Form