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 (http://www.jamasoftware.com/legal.php) 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.

JAMA SOFTWARE

END USER LICENSE AGREEMENT (EULA)

This End User License Agreement ("Agreement") is between Jama Software, an Oregon corporation ("Jama"), and_____,   a _____ ("Licensee") as of _____("Effective Date").

1. **Ordering.** Licensee may under this Agreement order (a) licenses to the Jama software product known as Contour (in object code format) ("Software"), (b) related hosting services ("Hosting Services"), (c) related maintenance and support ("Maintenance and Support") and/or (d) related professional services ("Professional Services"). All orders will be consummated through the submission by Jama of either a quote or proposal and subsequent confirmation of the order through a Jama invoice. The combination of either a quote plus a Jama invoice or a proposal plus a Jama invoice is collectively referred to as "Ordering Documents".

2. **License Grant and Restrictions.**

   2.1. License. Jama hereby grants to Licensee a limited, revocable, non-exclusive, personal and non-transferable license to internally use (i) a single instance of the Software for production purposes and (ii) another single instance of the Software for testing (i.e., non-production) purposes, in each such case for Licensee's own internal business purposes and subject to the terms of this Agreement. Updates (defined in Section 10) that are provided as part of Maintenance and Support are deemed part of the Software for purposes of this Agreement.

   2.2. Number of Users. Jama licenses the Software for use by Licensee's employees and contractors (each a "User"). The Software is licensed under one of the following four models: (a) a Named User license, (b) a Floating (or concurrent) User license, (c) a Collaborator User license, or (d) a Reviewer User license. The Ordering Document specifies the particular license model under which Licensee is obtaining the Software and the number of such licenses acquired.

      2.2.1. Under a "Named User" license Licensee must specify the particular User by name. Named Users have full access rights to the Software (unless configured otherwise by Licensee's designated administrative User ("Admin User")). The Admin User may change the particular person to which a Named User license applies at any time through the configuration features of the Software.   The number of Named User licenses acquired will be set forth on the Ordering Document.

      2.2.2. Under a "Floating User" license Licensee may allow access to the Software by up to ten (10) aggregate Users per Floating User license; provided, however, that not more one such User may access the Software at any given time. Floating Users have full access rights to the Software (unless configured otherwise by the Admin User).

      2.2.3. A "Collaborator User" license has the same requirements and rights as a Floating User license except that (a) Users will have read-only access to the Software and its content without the ability of the Admin User to increase the functionality available to Collaborator Users, (b) Users will be able to add comments to content made available through the Software, and (c) Users can assign and execute Test Runs (unless configured otherwise by the Admin User).

      2.2.4. A "Reviewer User" license is offered on a concurrent access basis. Access for Reviewer Users is limited to the Contour Review Center (a Contour module) where they can participate in reviews and provide feedback and changes.

      2.2.5. Licensee acknowledges that the Software does or in the future may include functionality that limits Licensee from exceeding the total number of permitted Users and that permits Jama to monitor and track the number of Users accessing the Software under each licensing model to ensure compliance with this Agreement.

   2.3. Installed or Hosted. As set forth on Ordering Documents, the Software will either be installed on Licensee's servers ("Installed Solution") or hosted by Jama's hosting provider and made available through a password-protected URL ("Hosted Solution"). Licensee is solely responsible for any and all use of passwords provided by Jama.

   2.4. Restrictions: Licensee and its Users shall not undertake the following activities without the express written consent of Jama (except to the extent that Licensee is permitted to do so under applicable law in circumstances where such applicable law does not permit Jama to prevent Licensee from doing so): (a) reverse engineer or otherwise attempt to discover the source code of or trade secrets embodied in the Software; (b) distribute, lend, rent, sell, transfer or grant sublicenses to, or otherwise make available the Software (or any portion thereof) to third parties; (c) embed or incorporate in any manner Software (or any element thereof) into other applications of Licensee or third parties; (d) create modifications to or derivative works of Software; (e) reproduce Software except that Licensee may make one archival copies of the Installed Solution solely for backup purposes; (f) in any way access, use, or copy any portion of the Software code (including the logic and/or architecture thereof and any trade secrets included therein) to directly

or indirectly develop, promote, distribute, sell or support any product or service that is competitive with Software or (g) remove, obscure or alter any copyright notices or any name, logo, tagline or other designation of Jama displayed on any display screen within Software ("Jama Marks"). The Software is a "commercial item," as that term is defined at 48 C.F.R. 2.101 (OCT 1995), and more specifically is "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (SEPT 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (JUNE 1995), the Software is provided to U.S. Government End Users (i) only as a commercial end item and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions herein.

3. **Publicity Rights.** Licensee hereby agrees that Jama may list Licensee as a customer who uses the Software on the Jama website and in other materials promoting the Software. Jama will remove Licensee's name from any such list within thirty (30) days of receipt of Licensee's reasonable written request to do so, or upon notification that Licensee has discontinued Licensee's use of the Software.

4. **Hosting Services**. If the Ordering Document specifies that Hosting Services will be provided, then Jama will be responsible for the provision of Hosting Services including the implementation of Updates. Licensee is responsible for the content and use of all content and data (including data files and data structures) that it and its Users upload and store through Hosting Services ("Hosted Data") and will indemnify Jama for any losses incurred as a result of such Hosted Data. Licensee and all Users will comply with Jama's Acceptable Use Policy as may be updated from time to time and will otherwise use the Hosted Solution and Hosting Services in compliance with applicable laws and in a manner that does not violate or infringe any rights of any third party. Jama will use commercially reasonable efforts to comply with its hosting service level targets.

5. **Professional Services**. If indicated in the Ordering Document, Jama will perform Professional Services. The particulars of each Professional Services engagement will be as set forth in one or more statements of work (each an "SOW") entered into by the parties. Licensee will provide all assistance reasonably requested by Jama in connection with the Professional Services. Jama will retain all right, title and interest in and to all deliverables (including any and all intellectual, property rights therein) provided under each SOW ("Deliverables") except to the extent that they contain any information that Licensee can document is its proprietary and confidential information. Licensee's rights to the Deliverables shall be the same as Licensee rights to the Software to which such Deliverables pertain.

6. **Proprietary Rights.** Jama will retain all right, title and interest in and to the Software, all Documentation (defined in Section 7.2), all Updates thereto, the Deliverables, and all Jama Marks, including any and all other intellectual property and other proprietary rights to the foregoing. Licensee will not directly or indirectly obtain or attempt to obtain at any time, any right, title or interest by registration or otherwise in or to the Jama Marks.

7. **Representations and Warranties.**

    7.1. <u>Mutual.</u> Each party represents and warrants to the other that on the date hereof it: (a) has all necessary corporate power and authority to enter into and deliver this Agreement and to perform its obligations hereunder; (b) all action on the part of each party necessary for the authorization, entering into and delivery of this Agreement and the performance of all obligations of that party hereunder have been taken or will be taken prior to the signing of this Agreement; and (c) each party will comply with all applicable laws in connection with its performance of obligations and exercise of rights under this Agreement.

    7.2. <u>Limited Performance Warranty</u>. Jama represents and warrants that for a period of ninety (90) days after the Software is first made available to Licensee (the "Software Warranty Period") the Software, when used as permitted under this Agreement and in accordance with the instructions in the user documentation ("Documentation"), will operate substantially as described in the Documentation. In the event of any breach of the foregoing warranty, Jama shall, as its sole liability and Licensee's sole remedy, diligently remedy any deficiencies that cause the Software to not conform to the foregoing warranty. If Jama determines that it is unable to remedy the deficiency, Jama will refund to Licensee the fees actually paid by Licensee to Jama for the defective Software and, in such instance, Licensee's right to use that particular Software will terminate. Jama will not be liable to the extent that any breach of the foregoing warranties are caused by (a) third-party components (including in combination with the Software) not provided by Jama or any open source components or freeware included within the Software; (b) modifications to the Software not provided by Jama; or (c) unauthorized use of the Software (collectively, "Exclusions"). Jama does not warrant that use of the Software will be error-free or uninterrupted.

    7.3. <u>Disclaimer</u>. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH ABOVE, THE SOFWARE, PROFESSIONAL SERVICES, DELIVERABLES, AND HOSTING SERVICES ARE PROVIDED "AS IS" AND JAMA HEREBY DISCLAIMS ALL WARRANTIES, IMPLIED OR EXPRESS, INCLUDING THE IMPLIED WARRANTIES OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS, NON-INFRINGEMENT, TITLE, ACCURACY, AND

COURSE OF DEALING. ADDITIONALLY, LICENSEE ACKNOWLEDGES THAT THE SOFTWARE CONTAIN CERTAIN FREEWARE AND OPEN SOURCE COMPONENTS WHICH ARE GENERALLY AVAILABLE AND JAMA ASSUMES NO RESPONSIBILITY OR LIABILITY OF ANY KIND WITH RESPECT SUCH COMPONENTS.

8. **Indemnification**. Jama will defend or settle, at its own expense, any claim or suit against Licensee alleging that the Software infringes any U.S. trademark, copyright, or trade secret. Jama will also pay all damages and costs that by final judgment may be assessed against Licensee due to such infringement. Jama's obligation as set forth in the foregoing paragraph is expressly conditioned upon the following: (1) that Jama shall be notified promptly in writing by Licensee of any claim or suit; (2) that Jama shall have sole control of the defense or settlement of any claim or suit; (3) that Licensee shall cooperate with Jama in a reasonable way to facilitate the settlement or defense of any claim or suit; and (4) that the claim or suit does not arise from any combinations of Licensed Software with non-Jama programming or devices. Jama's indemnification obligations shall not apply to the extent that any claim or liability results from any Exclusion. This Section 8 states Licensor's entire liability and Licensee's sole and exclusive remedy for infringement claims and actions.

9. **Limitation on Liability**.   EXCEPT FOR LIABILITY UNDER SECTION 8 ABOVE, IN NO EVENT SHALL JAMA OR ITS SUPPLIERS BE LIABLE TO LICENSEE, USERS OR TO ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, CONSEQUENTIAL OR SPECIAL DAMAGES (INCLUDING BUT NOT LIMITED TO DAMAGES TO BUSINESS REPUTATION, LOST BUSINESS OR LOST PROFITS), WHETHER FORESEEABLE OR NOT AND HOWEVER CAUSED, EVEN IF JAMA IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.IN NO EVENT SHALL THE TOTAL LIABILITY OF JAMA OR ITS SUPPLIERS TO LICENSEE, USERS OR ANY THIRD PARTY EXCEED THE FEES PAID BY LICENSEE HEREUNDER. Without limiting the foregoing, Licensee specifically acknowledges that, with respect to the Hosted Solution, Jama's hosting and network services are provided or controlled by third parties. At times, actions or inactions caused by these third parties can produce circumstances in which Licensee's use of the Software and/or connections to telecommunication networks (or portions thereof) may be impaired or disrupted. Although Jama will use commercially reasonable efforts to take any actions it deems appropriate to remedy and avoid such circumstances, Jama cannot control such circumstances and cannot guarantee that they will not occur. Accordingly Jama will have no liability whatsoever resulting from or related to such circumstances, unless due to Jama's gross negligence or willful misconduct.

10. **Maintenance and Support Services.** Upon payment by Licensee to Jama of maintenance and support services fees for each Software licensed hereunder as such fees are set forth on the Ordering Document, Jama will begin providing the maintenance and support ("Maintenance and Support") at either the Premium level or Standard level (as designated in the Order Form). Licensee must remain current on Maintenance and Support to have continued access to technical support and any updates, upgrades, fixes, enhancements or other modifications that Jama may generally make available for the Software (each an "Update").

11. **Confidentiality**.

    11.1. General. Each party acknowledges that it may have access to certain confidential information of the other party concerning the other party's business, plans, customers, technology, products and services ("Confidential Information"). Confidential Information will include, but not be limited to, each party's proprietary software, technology and trade secrets and customer information, to the extent identified as confidential or proprietary, and the terms and conditions of this Agreement. Each party agrees that it will not use in any way, for its own account or the account of any third party, nor disclose to any third party (except as required by law or to the disclosing party's attorneys, accountants and other advisors as reasonably necessary and subject to the confidentiality provisions hereof), any of the other party's Confidential Information and will take reasonable precautions to protect the confidentiality of Confidential Information.

    11.2. Exclusion. Information will not be deemed Confidential Information hereunder if such information: (i) is rightfully known to the receiving party prior to receipt from the disclosing party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party; (ii) becomes known (independently of disclosure by the disclosing party) to the receiving party directly or indirectly from a source other than one having an obligation of confidentiality of the disclosing party; (iii) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the receiving party; or (iv) is independently developed by the receiving party.

    11.3. Hosted Data. With respect to Hosted Data, Jama will make reasonable efforts to avoid the loss of Hosted Data and will employ, at a minimum, industry standard security technologies and procedures. However, Jama is not responsible for backup of Hosted Data processed or provided through the Hosted Solution. Licensee is ultimately and solely responsible for maintaining a back up of Hosted Data.

12. Term and Termination.

12.1. <u>Term</u>. This Agreement will remain in effect until terminated. The term of each license to use the Software (along with the relevant Hosting Services term, if applicable) plus any renewal terms will be as set forth on the Ordering Document. Maintenance and Support is provided on an annual basis for the Software to which it pertains.

12.2. <u>Termination</u>. Either party may terminate this Agreement thirty (30) days (ten (10) days in the event of non-payment) after giving written notice to the other party if the other party materially breaches any term of this Agreement and fails to cure such breach within such period after receiving written notice describing the breach from the non-breaching party.

12.3. <u>Effect</u>. Upon any termination of this Agreement, without prejudice to any other rights or remedies which the parties may have, (a) all rights licensed and obligations required hereunder shall immediately cease (including Licensee's and Users' right to access and use the Software); provided that Sections 2.4, 6, 7.3, 9, 11, 13, and 14 shall survive termination, (b) Licensee will promptly delete and destroy all instances of the Software in its possession or control (if any), and (c) Licensee shall promptly pay to Jama any outstanding fees that have accrued prior to the date of termination.

13. Fees and Payment.
Subject to the terms and conditions below, all fees for the Software licenses, Hosting Services, Professional Services and/or Maintenance and Support will be set forth on the applicable Ordering Document. Unless otherwise agreed to in writing by the parties, Licensee will pay all undisputed fees owed within thirty (30) days after Jama's issuance of an invoice pertaining thereto. Payments will be sent to the address included on the invoice. All amounts payable shall be in the currency of the United States and specifically exclude (and Licensee is responsible for) any and all applicable sales, use and other taxes, (other than taxes based on Jama's income). Each party is responsible for its own expenses under this Agreement. Any amounts due under the Agreement which are not paid when due date shall be subject to a late payment charge of 1-1/2% and shall thereafter bear interest at a rate of 18% per annum until paid. Maintenance and Support fees may be pro-rated if Maintenance and Support is purchased during a Software license term.

14. Miscellaneous.
The parties are independent contractors with respect to each other. Each party will be excused from any delay or failure in performance hereunder, other than the payment of money, caused by reason of any occurrence or contingency beyond its reasonable control. The obligations and rights of the party so excused will be extended on a day-to-day basis for the period of time equal to that of the underlying cause of the delay. Neither party will assign, transfer or delegate its rights or obligations under this Agreement (in whole or in part) without the other party's prior written consent except pursuant to a transfer of all or substantially all of such party's business and assets, whether by merger, sale of assets, sale of stock, or otherwise. Any attempted assignment, transfer or delegation in violation of the foregoing shall be null and void. All modifications to or waivers of any terms of this Agreement must be in a writing that is signed by the parties hereto and expressly references this Agreement. This Agreement shall be governed by the laws of the Oregon excluding its conflicts of law principles. The exclusive venue and jurisdiction for any and all disputes, claims and controversies arising from or relating to this Agreement shall be the courts located in Oregon. Each party waives any objection (on the grounds of lack of jurisdiction, forum non conveniens or otherwise) to the exercise of such jurisdiction over it by any such courts. The United Nations Convention on Contracts for the International Sale of Goods will not apply to the interpretation or enforcement of this Agreement. A person who is not a party to this agreement shall not have any rights under or in connection with it, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise. In the event that any provision of this Agreement conflicts with governing law or if any provision is held to be null, void or otherwise ineffective or invalid by a court of competent jurisdiction, (a) such provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law, and (b) the remaining terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing. This Agreement includes any applicable Ordering Documents. Collectively the foregoing constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements or communications. The terms on any purchase order or similar document submitted by Licensee to Jama will have no effect and are hereby rejected. All notices, consents and approvals under this Agreement must be delivered in writing by courier, by facsimile, or by certified or registered mail, (postage prepaid and return receipt requested) to the other party at its main corporate headquarters and sent to the attention of such party's Chief Executive Officer.

Licensee: _____   **Jama Software Inc.** _____
Signature   Signature

Name _____   Name _____

Title _____   Title _____

Date _____   Date _____