

KnowWho, Inc.

8245 Backlick Rd., Suite F2, Lorton, VA 22079

<http://www.knowwho.com>

**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.

LICENSE AGREEMENT FOR KNOWWHO DIRECTORIES FOR SALESFORCE CRM

This License Agreement ("**Agreement**") is made as of the [current date] ("**Effective Date**") by and between KnowWho, Inc. ("**KnowWho**"), a Virginia corporation, with its principal offices located at: Suite F2, 8245 Backlick Road, Lorton, VA 22079, and [customer official name] ("**Customer**"), a [corporation, partnership, etc.], with its principal offices located at 2100 Crystal Drive, Arlington, Virginia 22202.

NOW THEREFORE, in consideration of the terms and conditions hereof, and other good and valuable consideration at law, the parties hereby agree as follows:

1. KnowWho Directories for Salesforce CRM

- a) KnowWho owns, maintains, and publishes proprietary directories known as Congress KnowWho, FedEx KnowWho, State KnowWho, Local KnowWho, and other valuable data sources and products, that contain specialized information regarding members of Congress, federal and state executives, state legislators, local elected officials, and other prominent government officials and their staffs which KnowWho makes available to subscribers of Salesforce CRM (collectively, "**KnowWho Directories for Salesforce CRM**") as further described in the "**General Specifications**" of which are described in Attachment A (as updated by KnowWho from time to time) attached hereto and made a part of this Agreement.
- b) KnowWho Directories for Salesforce CRM are available in two versions: (i) a limited "**Basic**" version that provides current accurate contact data; and (ii) an "**Ultimate**" version that provides additional proprietary data including biographical details, narrative biography, voting and bills, current news about subject, and research tools, as further described in the General Specifications.
- c) KnowWho Directories for Salesforce CRM are available as an "**Individual**" license that permit one user to access a directory, as further described in the General Specifications.

2. Subscription Agreement

- a) Customer agrees that it has and will maintain (at its own additional expense) during the Term of this Agreement such Salesforce CRM subscriptions as are required to enter into this Agreement.
- b) During the Term, and subject to the terms and conditions of this Agreement, including but not limited to timely performance of Customer's payment obligations in Section 9, the Customer hereby subscribes to those certain KnowWho Directories for Salesforce CRM (hereinafter referred to as "**Licensed Material**") identified in the "**Statement of Work**" attached hereto as Attachment B and KnowWho hereby grants to Customer the nonexclusive, revocable, non-transferable, non-sublicensable right and license to access and use the Licensed Materials within Salesforce CRM for Customer's internal business purposes.
- c) KnowWho will deliver Licensed Material to Customer according to the General Specifications.

3. Reservations

KnowWho reserves unto itself:

- a) All copyrights in and to the Licensed Material, and all adaptations, arrangements, and translations thereof and changes thereto.
- b) The exclusive right to grant licenses for the use of Licensed Material, all adaptations, arrangements, and translations thereof and changes thereto.
- c) Any and all rights not herein specifically and expressly granted to Customer.

4. Responsibilities

- a) Customer will maintain sufficient facilities and Salesforce CRM subscriptions as required to receive the Licensed Material.
- b) Customer shall institute policies, limit access to users with individual site licenses, and otherwise enforce user compliance with the terms of this Agreement.

5. Term

The initial term of the Agreement is one (1) year commencing on the Effective Date, and upon the anniversary of the Effective Date shall automatically renew, under the same terms, for further terms of one (1) year (collectively, the initial term and all subsequent terms comprise the "Term") unless either party provides written notice to the other of its intent to terminate at least 60 days prior to the expiration of the initial term or any subsequent one-year period. KnowWho shall provide written notice to Customer at least sixty (60) days prior to the expiration of any term should there be any changes in the terms or price.

6. Salesforce CRM Licenses Relative to KnowWho Licenses

Customer will purchase a license for each user of the Licensed Material (in addition to Customer's Salesforce CRM licenses). Customer acknowledges that KnowWho uses License Management Objects within Salesforce CRM to detect the number of users of the Licensed Material in order to insure compliance with the number of licenses granted to Customer. Following initial set-up and deployment of KnowWho Directories for Salesforce CRM, KnowWho will detect and assign the appropriate number of licenses to the Customer's account. The Customer will be responsible for assigning individual licenses and passwords to the appropriate number of users of Salesforce CRM and enforcing compliance with the terms of this Agreement. Customer may change user license assignments at any time. Notwithstanding, Customer shall use the tools within Salesforce CRM to insure that users without site licenses will not have access to the Licensed Material or otherwise permit usage of the Licensed Material by unlicensed users.

7. Site Inspection to Insure Licensing Compliance

KnowWho and Customer agree that KnowWho may, at any time and without warning, for confirmation of Customer's compliance with the terms of this Agreement, inspect the administrative setup of Customer's Salesforce CRM at Customer's office during the Term of this Agreement, not to exceed one inspection per quarter, and KnowWho will provide the Customer with a minimum of five (5) business days' notice of such inspection.

8. Termination

- a) Neither party shall have the right to terminate this Agreement for convenience, except as specified in Section 5.
- b) Termination for cause by KnowWho: Should Customer fail to make a payment hereunder, and if such failure is not cured within sixty (60) days of written notice from KnowWho of such default, or if Customer fails to perform any other obligation

required hereunder, and such failure is not cured within thirty (30) days after written notice from KnowWho, or should Customer go into liquidation or bankruptcy, or make an assignment for the benefit of creditors, or any insolvency shall be commenced by or against Customer, KnowWho may terminate this Agreement for cause, in addition to such other rights as it may have under this Agreement, the law, equity or otherwise, without prejudice to any rights or claims it may have, and upon such termination, all rights herein granted to Customer shall cease and revert back to KnowWho. Customer may not thereafter exercise any rights hereunder, and shall purge and destroy any and all of the Licensed Material in their possession including all documentation relating to Licensed Material.

- c) Termination for cause by Customer: Should KnowWho fail to perform any obligation required hereunder, and such failure is not cured within sixty (60) days of written notice from Customer of such default, or should KnowWho go into liquidation or bankruptcy, or make an assignment for the benefit of creditors, or any insolvency shall be commenced by or against KnowWho, Customer may terminate this Agreement for cause. Upon such termination, KnowWho shall cease delivery of Licensed Materials and Customer shall receive a prorated refund of any prepaid license fees associated with the unused portion of the Term, and Customer may retain and use all Licensed Material received from KnowWho prior to termination at no additional cost or charge, subject to the terms in Section 8(e) herein.
- d) Cessation of Distribution: In the event of termination, by expiration of term, or for cause by KnowWho as defined in Section 8(b), Customer shall cease all use of the Licensed Material and any other data or materials provided under the terms of this Agreement. This is to include any data or KnowWho property used by Customer. Customer shall purge all portions of the Licensed Material from its computer files; and Customer shall return all copies of data and documentation supplied by KnowWho.

Customer agrees to execute and return to KnowWho a Statement of Termination of Directory Use (in a form similar to the Statement of Termination attached hereto as **Attachment C**) that specifically and solely acknowledges that the Customer has in fact complied with the terms of this Section 8(d). If the Customer does not execute said Statement upon termination, KnowWho will continue to invoice Customer for all directory services provided for herein, and Customer agrees that said invoices will be paid per the terms of this Agreement. KnowWho will continue to invoice Customer until such time as the Statement is executed and returned to KnowWho. This provision shall survive termination of the Agreement.

If this Agreement is terminated for any reason other than in 8(c) and Customer desires to retain and use the Licensed Material received prior to termination, the Customer shall pay a one-time "**Termination Fee**" described in Section 9(b). Upon payment of the Termination Fee, Customer shall have a perpetual, non-exclusive, royalty-free license to retain and use the Licensed Material possessed by Customer at the termination of this Agreement solely for Customer's internal business purposes, revocable only if Customer violates Section 8(e).

- e) If Customer pays the Termination Fee and retains the Licensed Material under Section 8(c) or 8(d), Customer agrees that neither it nor it's any of its users will acquire the right to sell or otherwise provide all or a substantial portion of the Licensed Material to a third party, and that Customer and any of its users shall not sell or otherwise provide all or a substantial portion of the Licensed Material to a third party, shall not engage in Prohibited Conduct under Section 10(a), and further agrees that this Section 8(e) shall survive the termination of this Agreement.

9. License Fees

- a) In consideration of the Licensed Material provided hereunder, Customer will pay the annual license fees indicated in the Statement of Work in Attachment B. Customer shall remit such license fees in advance of the Effective Date (or in the case of renewal, in advance of the anniversary of the Effective Date), or within thirty (30) days of invoice date or applicable due date.
- b) The Termination Fee is equal to two (2) times the total of all license fees paid by Customer for the initial term or renewal immediately preceding termination of this Agreement under Section 8(d). Customer shall remit the Termination Fee within thirty (30) days of date of termination of the Agreement.
- c) Any fee due to KnowWho under this Agreement not paid within sixty (60) days of the applicable due date may accrue interest at the rate of one and one-half percent (1.5%) per month (eighteen percent (18%) per annum), or at the maximum amount permitted by law, until paid to KnowWho in full.

10. Representations and Warranties; Indemnification.

- a) By Customer. Customer represents and warrants that (i) all policies administered by Customer regarding the Services in all respects shall be consistent with the rights of KnowWho hereunder; (ii) Customer's use of the Services shall comply with all applicable federal, state and local laws, ordinances, codes, rules, and regulations, including, without limitation, the CAN-SPAM Act of 2003; (iii) Customer shall use the Services solely as permitted by this Agreement; and (iv) shall not: (A) use the Services in any manner except as expressly authorized by this Agreement; (B) do anything inconsistent with KnowWho's ownership of the Licensed Materials; (C) at any time during or after the Term, dispute or contest, directly or indirectly, KnowWho's right and title to the Licensed Materials or the validity of KnowWho's rights therein; (D) access, copy, reproduce, sell, modify, adapt, rent, lease, loan, time-share, sublicense, distribute, give away, donate, disclose, display, or otherwise use the Licensed Materials, or any portion thereof, internally or externally, except as expressly authorized by this Agreement; (E) display, publish, configure, replicate, or otherwise provide Licensed Materials in a format or manner that permits any person to access, copy, or replicate the Licensed Materials (or any portion thereof) unless expressly authorized by KnowWho in writing; (F) modify, translate, adapt, publish, display, reverse engineer, disclose, create derivative works from, redirect, download, or transfer in bulk the Licensed Materials (or any portion thereof); (G) tamper with, bypass, or alter any security feature of the Services; (H) encumber or otherwise transfer or attempt to transfer this Agreement or any rights hereunder except as authorized herein; (I) violate the terms and conditions of this Agreement or any terms and conditions posted on KnowWho's website, including, without limitation, any terms of use or privacy policy; or (J) use the Services to transmit or display any false, inaccurate, or unlawful information (collectively, "**Prohibited Conduct**"). Additionally, Customer shall not attempt to commit Prohibited Conduct or allow others to commit or attempt to commit Prohibited Conduct. The determination of a breach of this section shall be made in KnowWho's sole discretion. All rights not expressly granted to Customer herein are expressly reserved by KnowWho.
- b) By KnowWho. KnowWho represents and warrants that KnowWho has all right, title and interest in the Services necessary to grant the license herein.
- c) DISCLAIMER OF WARRANTY. EXCEPT AS SPECIFICALLY STATED IN SECTION 11(b)

ABOVE, THE SERVICES ARE PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND TO CUSTOMER OR ANY THIRD PARTY, INCLUDING, BUT NOT LIMITED TO, ANY EXPRESS OR IMPLIED WARRANTIES (I) OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; (II) OF INFORMATIONAL CONTENT OR ACCURACY; (III) OF NON-INFRINGEMENT; (IV) OF QUIET ENJOYMENT; (V) OF TITLE; (VI) THAT THE SERVICES WILL OPERATE ERROR FREE, OR IN AN UNINTERRUPTED FASHION; OR (VII) THAT ANY DEFECTS OR ERRORS IN THE SERVICES WILL BE CORRECTED. EFFORTS BY KNOWWHO TO CORRECT ERRORS IN SERVICES SHALL NOT BE DEEMED A WAIVER OF THESE LIMITATIONS. KNOWWHO SHALL NOT BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY LOSS OF PROFITS, LOSS OF USE, INTERRUPTION OF BUSINESS, OR ANY DIRECT, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHETHER UNDER THIS AGREEMENT OR OTHERWISE, EVEN IF KNOWWHO WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR WAS NEGLIGENT. IN ANY EVENT, KNOWWHO'S LIABILITY UNDER THIS AGREEMENT OR OTHERWISE WITH RESPECT TO THE SERVICES SHALL NOT EXCEED THE PRORATED AMOUNT OF THE LICENSE FEES PAID BY CUSTOMER DURING THE THREE (3) MONTHS PRECEDING SUCH BREACH. In jurisdictions that prohibit the exclusion or limitation of liability for consequential or incidental damages, KnowWho's liability shall be limited to the greatest extent permitted by law.

- d) Indemnification. Each party (the "**Indemnifying Party**") shall indemnify and hold the other party, its officers, directors, employees and agents (collectively, the "**Indemnified Party**"), harmless from and against all claims or actions, losses, damages, injuries (including death), penalties, and all expenses incidental to the defense of any such claim or action (including reasonable attorney's fees and related expenses), based upon or arising out of: (i) any breach by the Indemnifying Party of this Agreement (including, but not limited to, the Indemnifying Party's representations, warranties, covenants, and agreements herein); or (ii) any claims (including reasonable attorney's fees and related expenses), losses, damages, injuries (including death) or penalties to the extent directly or indirectly caused by or sustained in connection with the negligent or willful acts or omissions of the Indemnifying Party. KnowWho's obligations under this Section are subject to the limitations set forth in Sections 10(c), 10(g), and 11 hereof. In claiming any indemnification hereunder, the Indemnified Party will promptly provide the Indemnifying Party with written notice of any claim that the Indemnified Party believes falls within the scope of the foregoing paragraphs. The Indemnified Party may, at its own expense, assist in the defense if it so chooses, provided that the Indemnifying Party will control such defense and all negotiations relative to the settlement of any such claim and further provided that any settlement intended to bind an Indemnified Party will not be final without the Indemnified Party's written consent, which shall not be unreasonably withheld.
- f) The remedies stated in this Agreement are in lieu of all other remedies, and neither party shall have any other liabilities or obligations for damages in connection with this Agreement. Notwithstanding the foregoing, either party may see injunctive relief for a violation of Section 12.
- g) Infringing Materials. If a claim alleging infringement is brought or is likely in KnowWho's sole opinion, to be brought regarding the Licensed Materials, KnowWho, at its sole discretion, may, in addition to any rights KnowWho has under this Agreement: (i) obtain the right for Customer to continue to use the Licensed Materials; (ii) replace or modify the Licensed Materials so that they become non-

infringing but functionally equivalent; or (iii) terminate this Agreement or Customer's use of the Licensed Materials or any portion thereof and refund a pro-rata amount of Fees already paid by Customer, less a reasonable allowance for use.

11. Force Majeure. KnowWho shall not be liable to Customer for damages or in breach of this Agreement for any failure or delay caused by events beyond KnowWho's control, including, without limitation, Customer's failure to furnish necessary facilities and/or information, government restrictions (including the denial or cancellation of any export or other necessary license), sabotage, failures or delays in transportation or communication, labor disputes, accidents, power outages, shortages of labor, fuel, raw materials, equipment malfunctions, technical failures, or disruption in the Internet.

12. Confidentiality

- a) "Confidential Information" means all information, in any form or media that is confidential, proprietary, or a trade secret, furnished or disclosed by one party to the other under this Agreement, whether or not such information is written, marked "Confidential," "Proprietary," or "Trade Secret," or disclosed prior to, on, or after the Effective Date, including without limitation, customer lists, sales forecasts, business plans, Licensed Materials, KnowWho's data feed and know-how, and any information that a party indicates is confidential, proprietary, or trade secret in nature. "Confidential Information" does not include information that has been published by the disclosing party or otherwise becomes generally available to the public through no breach of any obligation of confidentiality to the disclosing party by the receiving party or any third party. Confidential Information shall remain the property of the party disclosing the Confidential Information, and the other party will not be deemed by virtue of its access to the other party's Confidential Information to have acquired any right or interest in or to such Confidential Information, except as expressly provided herein.
- b) Neither party shall at any time, during or after the Term, directly or indirectly, use copy or disclose to any other persons Confidential Information, or permit others to do so, and shall only disclose such Confidential Information to employees, officers, and agents who are bound to confidentiality terms substantially similar to those of this Section 12. A party may disclose the other party's Confidential Information only in response to a valid order of a court of competent jurisdiction or other governmental body of the United States, or any political subdivision thereof, or as otherwise required by law, provided, however, that (i) such disclosing party shall first give notice to the other party so that it may seek a protective order or other confidential treatment with respect to the Confidential Information to be disclosed, (ii) such disclosing shall cooperate with the other party to obtain such protective order or other confidential treatment, and (iii) in the absence of a waiver by the other party or a protective order, the party shall disclose only such Confidential Information as its counsel opines is legally required to be disclosed. Each shall use the same degree of care to safeguard the other party's Confidential Information as the party would use to safeguard its own Confidential Information, but not less than commercially reasonable care. The parties acknowledge that disclosure of a parties' Confidential Information will result in irreparable injury that is not compensable with damages and that a party may obtain injunctive relief without bond against the release or threatened release of its Confidential Information in addition to any other available legal remedies.

13. No Reverse Engineering or Disassembly

Customer agrees they will not, and will not permit any third party to, reverse engineer,

disassemble or decompile the Licensed Material, except to the extent expressly permitted by applicable law, and then only after Customer has notified KnowWho, in writing, of the intended activities and the reasons for such actions.

14. Governing Law

This Agreement and all matters arising out of or relating to this Agreement will be governed by the internal laws of the Commonwealth of Virginia without giving effect to any choice of law rule. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sales of Goods or the Uniform Computer Information Transactions Act (UCITA), the application of which is expressly excluded.

15. Assignment

Customer shall not assign, sell, transfer, delegate or otherwise dispose of, whether voluntarily or involuntarily, by operation of law or otherwise, this Agreement or any rights or obligations under this Agreement without the prior written consent of KnowWho.

16. Severability and Waiver

If any provision of this Agreement is held to be illegal, invalid or otherwise unenforceable, such provision will be enforced to the extent possible consistent with the stated intention of the parties, or, if incapable of such enforcement, will be deemed to be severed and deleted from this Agreement, while the remainder of this Agreement will continue in full force and effect. The waiver by either party of any default or breach of this Agreement will not constitute a waiver of any other or subsequent default or breach.

17. Notices

All notices required or permitted in connection with this Agreement shall be in writing and shall be deemed to have been given when mailed by registered mail, postage prepaid, or by commercial delivery service to the respective addresses of the parties provided in this Agreement, or to such other address as identified by one party to the other in writing according to this Section 17.

18. Relationship of the Parties

The relationship of the parties hereto is that of independent contractors. Neither KnowWho nor Customer shall have any right or authority to bind the other party or to assume or create any obligation or responsibility, express or implied, on behalf of the other party, or in the other party's name. Nothing stated in this Agreement shall be construed as constituting KnowWho and Customer as partners or joint ventures or as creating the relationship of employer and employee, franchiser and franchisee, or principal and agent between KnowWho and Customer.

19. Entire Agreement

This Agreement and its attachments constitute the entire agreement between the parties and supersede all prior or contemporaneous agreements or representations, written or oral, concerning the subject matter of this Agreement. This Agreement may not be modified or amended except in a writing signed by a duly authorized representative of each party; no other act, document, usage or custom will be deemed to amend or modify this Agreement. It is expressly agreed that the terms of this Agreement will supersede the terms in any Customer purchase orders or other ordering documents.

20. Captions

The captions set forth in this Agreement have been used solely for convenience of reference and shall not control or affect the meaning or interpretation of any of the provisions.

21. Survival

The provisions of Sections 8(e), 9(c), and 10 - 23 shall survive termination or expiration of this Agreement.

22. Waiver of Jury Trial

Each of the parties hereto waives all rights to trial by jury of any claims of any kind arising out of or relating to this agreement or the transactions contemplated hereby. The parties hereto acknowledge that this is a waiver of a legal right and represent to each other that these waivers are made knowingly and voluntarily after consultation with counsel of their choice. Each of the parties hereto agrees that all such claims shall be tried before a judge of a court having jurisdiction without a jury.

23. Counterparts

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument, and may be delivered via facsimile or electronic transmission.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement, the Schedule of Services and any attachments hereto and incorporated herein by reference, to be executed by their duly authorized officers.

[Customer official name]:

KnowWho, Inc.:

By: _____

By: _____

Name: _____

Name: Bruce B. Brownson

Title: _____

Title: President

Phone: _____

Phone: (703) 619-1544

Email: _____

Email: bbrownson@KnowWho.com

ATTACHMENT A – KnowWho Salesforce CRM Directory- General Specifications

OVERVIEW

KnowWho directories for Salesforce CRM are currently available for four (4) different datasets:

- Congress KnowWho for Salesforce CRM includes US Congressional Member, committee & subcommittee, leadership & officer, and all staffer information
- FedEx KnowWho for Salesforce CRM includes federal executive branch organizations and their associated top-level executives
- State KnowWho for Salesforce CRM includes state legislature member and staffer, and committee information and key executive branch people and positions including the Governor
- Local KnowWho for Salesforce CRM includes local elected legislator and top-ranked administrator information

Additionally, KnowWho directories are available in Basic and Ultimate configurations:

- The Basic directories include all contact information appropriate for each directory record, and committee assignments for Members
- The Ultimate directories include everything in the Basic directories plus a photo, background and biographical information, a narrative biography and access to a suite of web services including current news, research services, bills and votes information, and an interactive district map (where appropriate)

Lastly, KnowWho directories for Salesforce CRM are licensed on an individual basis.

NOTE: All KnowWho directories for Salesforce CRM require an existing, and separate, subscription to Salesforce CRM, the cost of which is NOT included in the price of the KnowWho directories.

ACCOUNT & CONTACT RECORDS

Individual account and contact records are created in Salesforce CRM for every data record in the KnowWho dataset for a given directory. Custom templates are used by the directories and are installed as part of the setup for each customer (regardless of license type) but all account and contact records maintain and enhance the native functionality within Salesforce CRM. The KnowWho publishing process does NOT change the Salesforce CRM methodologies in any way, and all users may use any KnowWho record in the same manner they use existing Salesforce CRM contact records.

Hierarchical relationships that are native to Salesforce CRM are maintained by all KnowWho directories, and all parent / child functions and account / contact relationships are maintained as well.

NOTE: All information is provided as is available in the KnowWho databases but NO GUARANTEE IS MADE THAT EVERY RECORD WILL HAVE ALL INFORMATION.

NOTE: All KnowWho data fields in all directories for Salesforce CRM are read-only. Customers may append information to any record using Salesforce CRM tools BUT MAY NOT CHANGE A KNOWWHO FIELD. Every record has an 'Editorial Alert' feature where a user may submit a suggestion to our editors directly for rapid follow-up. Once a change is made to our databases it will be reflected in the customer data in the next update process.

SETUP AND DEPLOYMENT PROCESS

KnowWho directories for Salesforce CRM require an initial (one-time) setup and deployment process performed by our system administrator, or the customer's system administrator. The initial setup includes installing a Salesforce App Package that contains the required page

templates, application objects and custom views and reports, and preparing the customer's system to receive the initial data feed and subsequent updates.

Setup Process Using KnowWho System Administrator: The customer may provide our administrator with a temporary login to their Salesforce CRM that has 'System Administrator' rights, and our administrator can setup the customer's CRM in approximately 30 minutes. Once set up the login is no longer required by KnowWho for deployment or access purposes (see Update Process below for other user login requirements).

Setup Process Using Customer System Administrator: Our administrator can provide onsite consultation to the customer's administrator to set up and deploy the application. The customer administrator must have a thorough working knowledge of Salesforce in order to use this method.

NOTE: Remote setup by our administrator is at no charge to the customer. Onsite setup consultation in the metropolitan Washington DC area is also at no charge. Onsite setup consultation outside of the Washington DC area will result in additional charges to the customer.

UPDATE PROCESS

All KnowWho directories are updated every day (Monday through Friday) automatically using a push process whereby a KnowWho server will securely push the updated information directly to the customers CRM.

All updates are made to the existing records without disturbing any user inputted information and all associated data such as campaigns, etc. are preserved for all records during the update process.

The update process requires the customer to provide KnowWho with a valid login to their Salesforce CRM. This login may be an existing user account that has access to the KnowWho records within the customer CRM and has appropriate permissions to access the Salesforce API. KnowWho will provide the customer with specific IP addresses that will be used to push the updates so the customer administrator may restrict traffic to those specific IP addresses.

Alternatively, the customer may acquire an additional user login to their CRM from Salesforce that is dedicated to the KnowWho update process. KnowWho will provide the same IP address information but this dedicated login may be completely restricted by the customer administrator to the limited access required for the update process.

NOTE: The requirements for setup, deployment and update of KnowWho directories for Salesforce CRM are based on the currently available functionality and features from Salesforce. As Salesforce CRM is updated with additional capabilities it may facilitate changes to the KnowWho process requirements.

SYSTEM ADMINISTRATOR OPTIONS

The customer's system administrator may apply all Salesforce filters, profiles, user restrictions, etc. that exist within their version of Salesforce CRM to the KnowWho directory records. Specific user groups or profiles may be granted access to insure the customer is in compliance with their licensing agreements with KnowWho; data from other customer sources may be integrated into the KnowWho templates by a system administrator (or KnowWho can provide customization consulting services for an additional charge); and the customer's system administrator or authorized users may create their own views or reports using the KnowWho data fields.

NOTE: All changes, customizations or modifications to a KnowWho directory, page template or application made by the customer's system administrator are done at the customer's risk. If a KnowWho consultant must restore or correct any lost features or functionality hampered or destroyed by the customer's administrator will result in additional charges.

SECURITY

The security of the customer's CRM is a primary concern of KnowWho and every possible step to insure our directories and the associated processes are as secure as the existing customer application have been taken. No portion of our applications; directories; account or contact page templates; and the deployment, setup or update processes use any third-party or outside object, nor do they require access to any existing customer data or systems (except as previously noted), nor does any KnowWho administrator, consultant, employee or agent require ongoing access to the customer's system. Additionally KnowWho directories for Salesforce CRM do not collect, maintain or access any data within a customer's system except for the KnowWho records and data themselves.

ATTACHMENT B – KnowWho Salesforce CRM Directory- Statement of Work

This Statement of Work (SOW) is presented as a proposed methodology to accomplish the deployment of, support of and possible customization of various KnowWho for Salesforce CRM Directories for Customer. The proposed responsibilities are subject to final confirmation and may be altered if in the best interests of all affected parties.

Licensed Material

SalesforceCRM Product	Version	# Users

Setup and Deployment

KnowWho will directly provide deployment of all directories using a system administrator login to the Customers Salesforce account. Customer will provide said login to KnowWho at the appropriate time and all Customers data is protected under the terms of non-disclosure in the license agreement.

The deployment will take approximately 30 minutes if done remotely, the preferred manner, and is estimated to be completed within two weeks of the effective date of this agreement once the license agreement has been executed by all parties.

Post deployment, KnowWho will automatically handle all updates to the data using a login provided to them by Customer. This will be a separate login from all others and will be dedicated to the update process.

Ongoing Support

Customer's administrator will contact KnowWho personnel to request support with the use of any KnowWho Directory for Salesforce CRM. KnowWho is providing 6 hours of initial training and installation support to Customer's personnel in their KnowWho Directories for Salesforce CRM.

If an issue should arise that requires additional expertise then Customer will contact KnowWho to determine the appropriate additional personnel and costs if appropriate required to solve the problem or correct the issue that the Customer may have.

Customization

The deployment of and support of all KnowWho Directories for Salesforce CRM are based on the installation and operation of the complete KnowWho Directories for Salesforce CRM as designed and approved by Customer. While customization of the applications is possible as is integration of third-party or internal data, these activities will require customization of the standard applications and will be available at an additional charge at a rate of \$150.00 per hour.

If Customer desires to have additional customization performed they will contract for that work directly with KnowWho, whom will provide a written estimate of costs based on the scope of work submitted by Customer. Actual work will be completed on a time and material basis at a rate of \$150 per hour.

ATTACHMENT C

STATEMENT OF TERMINATION

WHEREAS, the undersigned Customer entered into a License Agreement for KnowWho Directories For Salesforce CRM (hereinafter referred to as Agreement) with KnowWho, Inc. with an Effective Date of _____, 2011.

WHEREAS, Customer desires to terminate the Agreement:

Customer has ceased all use of the Licensed Material and any other data or materials provided under the terms of the Agreement as of _____. Customer has purged all portions of the Licensed Material from its computer files (except as included in Customer's backup systems and/or emergency recovery systems and Customer agrees that such data is only a matter of convenience); and Customer has returned all copies of documentation and/or Confidential Materials supplied to Customer by KnowWho.

Customer shall satisfy any open and unpaid invoices for the Licensed Material within five (5) business days of the date Customer executes this Statement of Termination.

Upon acceptance of this Statement of Termination by KnowWho and payment in full of any open and unpaid KnowWho invoices pertaining hereto, the Agreement shall be null and void, and neither party shall have any further responsibility to the other.

[customer official name]:

KnowWho, Inc.:

By: _____

by: _____

Name: _____

Name: Bruce B. Brownson

Title: _____

Title: President

Phone: _____ - _____

Phone: (703) 619-1544

Email: _____

Email: bbrownson@KnowWho.com

Date: _____

Date: _____