

Venafi, Inc.
126 W. Segoe Lily Drive
Suite 126
Sandy, UT 84070
www.venafi.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.venafi.com/usa/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.

ATTACHMENT VII

END USER LICENSE AGREEMENT

Please include a copy of your End User License Agreement.

END USER LICENSE AGREEMENT

*** IMPORTANT ***

PLEASE SCROLL THROUGH THIS AGREEMENT IN ITS ENTIRETY AND READ CAREFULLY BEFORE CONTINUING WITH THIS INSTALLATION. AT THE BOTTOM OF THIS SCREEN YOU ARE GIVEN THE CHOICE TO ACCEPT OR NOT ACCEPT THE TERMS OF THIS LICENSE AGREEMENT. BY CLICKING THAT YOU ACCEPT THE TERMS OF THIS LICENSE AGREEMENT, YOU AGREE TO BE BOUND BY THE TERMS OF THIS LICENSE AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, PLEASE CLICK THAT YOU DO NOT ACCEPT THE TERMS OF THIS LICENSE AGREEMENT AND DISCONTINUE THE INSTALLATION PROCESS.

This is a legal agreement between the end user ("You" or "Licensee") and Venafi, Inc. ("Venafi"). This Agreement states the terms and conditions upon which Venafi offers to license this software program in object code form, together with all related documentation (collectively, the "Software"). If you are unclear about any portion of this Agreement, please contact your Venafi account representative or the reseller through whom you purchased the product licenses.

1. Definitions

1.1 **"Documentation"** means written material that describes the design, functions, operation, or use of the Software and that is customarily made available by Venafi to licensees of the Software.

1.2 **"Encryption Assets"** means the type(s) of encryption keys being managed by the Software, including (1) Certificate Instances, (2) SSH Keys and/or (3) Symmetric Keys, on systems including but not limited to servers, workstations, routers, appliances, virtual machines, and other devices. Licensee may be granted a license for a specified type and number of such Encryption Assets as more fully described under Section 2, License Grant and Restrictions, below.

1.3 **"Management Method"** means the particular level of functionality within the Software that is used to manage the Encryption Assets. Such functionality is referred to as the following: Monitoring, Enrollment or Provisioning. Licensee may be granted a license to use such functionality as more fully described under Section 3, License Grant and Restrictions, below.

2. License Grant and Restrictions

2.1 **License Grant.** Venafi hereby grants to Licensee, and Licensee hereby accepts, subject to the terms and conditions of this Agreement, a perpetual (unless otherwise stated in the purchase agreement between Venafi and Licensee), nonexclusive, nontransferable and non-assignable, limited license, without the right to sublicense, (the "License") to (1) use the Software for Licensee's own internal use only, subject to the number and type of Encryption Assets licensed, the Management Method for such assets, and any other product licensing parameters that may be set forth in the purchase agreement between Venafi (or its authorized reseller) and Licensee; and (2) copy the Software solely for the purposes expressly authorized under this Section 2. In addition, Venafi grants to Licensee the right to use the Documentation only in connection with the use of the Software as allowed hereunder. Licensee may make a reasonable number of copies of the Documentation for its internal use only in connection with its use of the Software, provided Licensee also reproduces on such copies any copyright, trademark or other proprietary markings and notices contained on the Documentation and does not remove any such marks from the original. Except for the express licenses granted in this Section, no other rights or licenses are granted by Venafi, expressly, by implication, by way of estoppel or otherwise. The Software and Documentation are licensed to Licensee and are not sold. Rights not granted in this Agreement are reserved by Venafi.

2.2 Certificate Licensing. Management of certificates by the Software is licensed on a per certificate instance basis (“Certificate Instances”). For example, one (1) certificate (or associated private key) managed by the Software on ten (10) devices counts as 10 Certificate Instances and ten (10) certificates (or associated private keys) managed by the Software on one device counts as 10 Certificate Instances. Certificate Instances may be licensed at the Monitoring, Enrollment or Provisioning level.

2.2.1 Monitoring: The Monitoring Certificate Instance license grants Licensee the right to configure certificates for Monitoring. Any certificate set to Monitoring and not associated to an application object counts as a single Monitoring Certificate Instance license. When a certificate is configured for Monitoring and associated to one or more applications, the number of Monitoring Certificate Instance licenses equals the number of associated applications. Licensee may use the Software to perform network discovery of certificates (for the sole purpose of discovering certificates to be brought under management for Monitoring, Enrollment, or Provisioning in the Software), agent-based discovery of certificates (the number of agents installed may not exceed the total number of licensed Certificate Instances), notification, reporting, and network validation up to the number of Monitoring Certificate Instances licensed.

2.2.2 Enrollment: The Enrollment Certificate Instance license grants Licensee the right to use the Software functions included at the Monitoring level plus the right to configure certificates for Enrollment, to store and retrieve private keys, to submit certificate signing requests (CSRs) to the Software, or centrally to generate CSRs in the Software for one (1) or more certificate authorities (based on the number of certificate authorities licensed) to automate certificate issuance up to the number of Enrollment Certificate Instances licensed. For the sake of clarity, Enrollment Certificate Instances also include network device enrollment (NDE) certificates.

2.2.3 Provisioning: The Provisioning Certificate Instance license grants Licensee the right to use the Software functions included in the Enrollment level plus the right to configure certificates for provisioning, to perform automated CSR generation on systems where certificates will be deployed, and the right to perform certificate installation, certificate extraction and onboard validation up to the number of Provisioning Certificate Instances licensed.

2.3 SSH Key Licensing. The management of SSH Keys by the Software is licensed on a per Host basis (where a Host is defined as a uniquely addressable operating system instance, which may be a single device running its own operating system (client, server, or appliance), a virtual machine image, or similar system or device. An SSH Key license is defined as 1) a Software agent installed on a Host that communicates or integrates with any other entity or 2) one or more SSH Keys discovered via network discovery on a single Host and brought under management.

2.4 Symmetric Key Licensing. Symmetric Key management by the Software is licensed at the Monitoring level and licensed by the number of Symmetric Key objects created in the Software. At the Monitoring level, Licensee may use the Software to perform reporting and notification up to the number of Symmetric Keys licensed

2.5 Restrictions on Use. The grant of rights stated in Section 2.1, above, is subject to the following restrictions and limitations:

2.5.1 In the event that disaster or other circumstances prevent Licensee from using the Software at its principal production location, Licensee shall have the right to use the Software at a disaster recovery facility without prior notice to Venafi, but shall promptly notify Venafi in writing as soon as circumstances permit.

2.5.2 Licensee shall not use (or cause to be used) the Software for the benefit of any third party, including without limitation by rental, in the operation of an Applications Service Provider (ASP) service offering or as a service bureau, or any similar means; nor shall Licensee allow access to the Software through hardware, terminals or computers located outside Licensee’s business premises.

2.5.3 Licensee shall not distribute the Software, in whole or in any part, to any third party or parties. Licensee shall not permit sublicensing, leasing, or other transfer of the Software.

2.5.4 Licensee shall not, either directly or through a third party, modify or create derivative works of the Software, or reverse engineer, disassemble or decompile any Software, or make any attempt in any fashion to obtain the source code to any Software except to the extent expressly permitted by applicable law and then only with written notice to Venafi requesting interface related information. Licensee will notify Venafi of any

information derived from reverse engineering or such other activities, and the results thereof will constitute the Confidential Information of Venafi and Software for purposes of this Agreement. Licensee hereby assigns all such information to Venafi.

2.5.5 Benchmarking. All benchmarking data is considered the proprietary and confidential information of Venafi whether such benchmarking data is derived from tests conducted by Venafi or Licensee or other relevant party. Accordingly, Licensee shall not cause or permit disclosure or publishing in any way of the results of any benchmarking tests pertaining to the Software to any third parties, without the prior written consent of Venafi.

2.5.6 One Archival Copy. Licensee may make one (1) archival copy of the machine-readable portion of the Software for backup purposes only in support of Licensee's use of the Software, provided that Licensee reproduces on the copy all copyright and other proprietary rights notices included on the originals of the Software.

3. Ownership

3.1 Venafi Materials. Venafi has and shall retain ownership of all right, title and interest in and to the Software, the Documentation and all intellectual property rights embodied in the Software and Documentation, including without limitation any patents, copyrights, trademarks and trade secrets in the Software and any modifications and/or derivatives thereof, whether or not made at Licensee's request, and all know-how, concepts, methods, programming tools, inventions, and computer source code developed by Venafi (collectively, "**Venafi Materials**"). For the avoidance of doubt, any copy that Licensee makes of the Software, in whole or in part, is and shall remain the sole property of Venafi.

3.2 Limited Feedback License. Licensee hereby grants to Venafi, at no charge, a non-exclusive, royalty-free, worldwide, perpetual, irrevocable license under Licensee's intellectual property rights in and to suggestions, comments and other forms of feedback ("**Feedback**") regarding the Software provided by or on behalf of Licensee to Venafi, including Feedback regarding features, usability and use, and bug reports, to reproduce, perform, display, create derivative works of the Feedback and distribute such Feedback and/or derivative works in the Software. Feedback is provided "as is" without warranty of any kind and shall not include any confidential information of Licensee.

4. Limited Warranties

4.1 Software Warranty. Venafi warrants that, for thirty (30) days following delivery of the Software to Licensee, the Software, under normal use and service, will perform in all material respects the functions described in the Documentation. If any Software fails to comply with the foregoing warranty, Licensee shall send written notice to Venafi prior to the expiration of the warranty period set forth above and such notice will describe in reasonable detail the nature of the breach. In such event, such Software may be returned to Venafi no later than within ten (10) days after the end of the warranty period for replacement by Venafi without charge. If Venafi is unable to replace the Software, then Venafi may terminate this Agreement (including without limitation the licenses granted in this Agreement) with respect to such Software and in such event, Venafi (or its authorized reseller as applicable) will refund to Licensee the license fees paid for such Software. THE REMEDY SET FORTH IN THIS SECTION SHALL BE LICENSEE'S SOLE AND EXCLUSIVE REMEDY AND VENAFI'S SOLE OBLIGATION FOR ANY BREACH OF THE WARRANTY SET FORTH IN THIS SECTION.

4.2 Exclusions. The foregoing warranties shall not apply if (i) repair or replacement is required as a result of causes other than normal use, including, without limitation, repair, maintenance or modification of the Software by persons other than Venafi-authorized personnel; accident, fault or negligence of the Licensee; operator error; use of the Software other than as set forth in the Documentation; or causes external to the Software such as, but not limited to, failure of electrical power or fire or water damage; or (ii) the Software are used with software or equipment other than that for which they were designed as set forth in the Documentation.

5. Disclaimer of Other Warranties

5.1 Disclaimer. THE EXPRESS WARRANTIES STATED IN SECTION 4 (LIMITED WARRANTIES) ARE THE SOLE AND EXCLUSIVE WARRANTIES MADE BY VENAFI UNDER THIS AGREEMENT OR RELATING TO THE SOFTWARE, DOCUMENTATION, OR ANY MAINTENANCE SERVICES PROVIDED BY VENAFI TO LICENSEE IN SUPPORT OF THE SOFTWARE. THERE ARE NO

OTHER WARRANTIES WITH RESPECT TO THE SOFTWARE, DOCUMENTATION, MAINTENANCE SERVICES OR OTHER SERVICES PROVIDED UNDER THIS AGREEMENT, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, ACCURACY, RELIABILITY, NON INFRINGEMENT, OR WHETHER ARISING FROM COURSE OF DEALING, USAGE, TRADE PRACTICE OR ANY OTHER MANNER. NO AGENT OF VENAFI IS AUTHORIZED TO ALTER OR EXPAND THE WARRANTIES OF VENAFI AS SET FORTH HEREIN. VENAFI DOES NOT WARRANT THAT THE SOFTWARE IS OR WILL BE ERROR FREE OR BUG FREE.

6. Limitation of Liability

6.1 No Consequential Damages. VENAFI SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR ANY DAMAGES FOR LOST DATA, BUSINESS INTERRUPTION, LOST PROFITS, LOST REVENUE OR LOST BUSINESS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF VENAFI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING WITHOUT LIMITATION ANY SUCH DAMAGES ARISING OUT OF THE LICENSING, PROVISION OR USE OF THE SOFTWARE OR MAINTENANCE SERVICES. VENAFI WILL NOT BE LIABLE FOR THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES.

6.2 Limits on Liability. VENAFI SHALL NOT BE LIABLE FOR CUMULATIVE, AGGREGATE DAMAGES GREATER THAN THE SUM OF THE AMOUNTS HAVING THEN ACTUALLY BEEN PAID BY LICENSEE TO VENAFI UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE THE CLAIM AROSE, LESS, IN ALL CIRCUMSTANCES, ANY AMOUNTS PREVIOUSLY PAID (AS OF THE DATE OF SATISFACTION OF SUCH LIABILITY) BY VENAFI TO LICENSEE IN SATISFACTION OF ANY LIABILITY FOR DAMAGES UNDER THIS AGREEMENT.

6.3 Applicability. The parties acknowledge that the limitations set forth in this Section 6 are integral to the amount of fees levied in connection with the license of the Software and Documentation and any services rendered hereunder and that, were Venafi to assume any further liability other than as set forth herein, such fees would of necessity be set substantially higher. The limitations set forth in this Section 6 (Limitation of Liability) (i) shall apply to the maximum extent permitted by applicable law, (ii) shall apply even if an exclusive or limited remedy stated herein fails of its essential purpose and (iii) are an essential element of the basis of the bargain between the parties.

7. Term and Termination

This License is effective until terminated or the License expires (if a limited term license has been purchased by Licensee). Licensee may terminate the License at any time by returning the Software (including any portions or copies thereof) to Venafi and ceasing all use of the Software. The License will terminate automatically without any notice from Venafi if Licensee fails to comply with any term or condition of this Agreement. Upon any termination of this Agreement or the License, Licensee agrees to cease all use of the Software. Not later than ten (10) days after any termination of this Agreement or the License herein, You shall return to Venafi or Venafi's authorized reseller (or at Venafi's option, destroy and certify in writing to Venafi that You have destroyed), the original and all copies, in whole or in part, in any form, including partial copies, of the Software and Documentation. Upon termination, Venafi may also enforce any rights provided by law. The provisions of this Agreement that protect the proprietary rights of Venafi will continue in force after termination.

8. Compliance With Laws

8.1 Export Laws. Notwithstanding anything else in this Agreement to the contrary, Licensee shall not directly or indirectly export (or re-export) the Software, the Documentation, any other materials provided to Licensee hereunder, or any related technical data or derivative of the Software, any other materials provided to Licensee hereunder, or any related technical data or information, or permit trans-shipment of same, (i) into (or to a national resident of) any country to which the United States has embargoed goods, or (ii) to anyone on the U.S. Treasury Department's List of Specially Designated Nationals, List of Specially Designated Terrorists, and List of Specially Designated Narcotics Traffickers, or the U.S. Commerce Department's Denied Parties List, or (iii) to any country or destination for which the United States government or a United States governmental agency requires an export license or other approval for export without first having obtained such license or other approval.

8.2 Violation of Laws. Licensee shall not knowingly take any action or omit to take any action where the reasonably predictable result would be to cause Venafi to violate any applicable United States law, rule, regulation or policy and, to the extent not inconsistent therewith, any other applicable law, rule, regulation and policy.

9. Third Party Software

The Software may contain third party software that requires notices or additional terms and conditions. Such required third party software notices and/or additional terms and conditions are made a part of and incorporated by reference into this License. By accepting this License, Licensee is also accepting the additional terms and conditions, if any, set forth therein. VENAFI MAKES NO WARRANTIES AND ACCEPTS NO LIABILITY WITH RESPECT TO THIRD PARTY SOFTWARE.

10. U.S. Government Restricted Rights

The Software is provided to non-DOD federal agencies with RESTRICTED RIGHTS and its supporting documentation is provided with LIMITED RIGHTS. Use, duplication, or disclosure by the US Government is subject to the restrictions as set forth in the Commercial Computer Software License clause at FAR 52.227-19. In the event the sale is to a DOD agency, the US Government's rights in the Software, and its supporting documentation, and technical data are governed by the restrictions in the Technical Data Commercial Items clause at DFARS 252.227-7015 and Rights in Commercial Computer Software or Commercial Computer Software Documentation clause at DFARS 227.7202-3. Manufacturer is Venafi, Inc., 126 West Sege Lily Drive, Suite 126, Sandy, UT, 84070.

11. Governing Law; Arbitration

This Agreement shall be governed by, and any arbitration hereunder shall apply, the laws of the State of Utah, excluding (a) its conflicts of laws principles; (b) the United Nations Convention on Contracts for the International Sale of Goods; (c) the 1974 Convention on the Limitation Period in the International Sale of Goods; and (d) the Protocol amending the 1974 Convention, done at Vienna April 11, 1980. Any dispute, controversy or claim arising out of or relating to this Agreement or to a breach hereof, including its interpretation, performance or termination, shall be finally resolved by arbitration. The arbitration shall be conducted by three (3) arbitrators, one to be appointed by Venafi, one to be appointed by Licensee and a third being nominated by the two arbitrators so selected or, if they cannot agree on a third arbitrator, by the President of the American Arbitration Association ("AAA"). The arbitration shall be conducted in English and in accordance with the commercial arbitration rules of the AAA, which shall administer the arbitration and act as appointing authority. The arbitration, including the rendering of the award, shall take place in Salt Lake City, Utah, and shall be the exclusive forum for resolving such dispute, controversy or claim. The decision of the arbitrators shall be binding upon the parties hereto, and the expense of the arbitration (including without limitation the award of attorneys' fees to the prevailing party) shall be paid as the arbitrators determine. The decision of the arbitrators shall be executory and judgment thereon may be entered by any court of competent jurisdiction. Notwithstanding anything contained in this Section 11 to the contrary, Venafi shall have the right to institute judicial proceedings against Licensee or anyone acting by, through or under Licensee, in order to enforce Venafi's rights hereunder through reformation of contract, specific performance, injunction or similar equitable relief.

12. General

12.1 This Agreement is binding on Licensee as well as Licensee's employees, employers, contractors and agents, and on any permitted successors and assignees. The Software, including any technical data contained therein, is subject to U.S. export control laws, including the U.S. Export Administration Act and associated regulations, and may be subject to export or import regulations in other countries. Licensee agrees to comply strictly with all such regulations and acknowledges that Licensee has the responsibility to obtain licenses to export, re-export, or import the Software. Except if otherwise superseded in writing by a separately executed agreement, this Agreement is the entire agreement between Licensee and Venafi with regard to the License granted hereunder, and Licensee agrees that Venafi will not have any liability for any statement or representation made by it, its agents or anyone else (whether innocently or negligently) upon which Licensee relied in entering into this Agreement, unless such statement or representation was made fraudulently. This Agreement supersedes any other understandings or agreements, including, but not limited to, advertising, with respect to the Software. If any provision of this Agreement is deemed invalid or unenforceable by any country or government agency having jurisdiction, that particular provision will be deemed modified to the extent necessary to make the provision valid and enforceable.

and the remaining provisions will remain in full force and effect. Should such modification be impractical or denied, Venafi and Licensee shall thereafter each have the right to terminate this Agreement upon 15 days notice. Unless otherwise required to comply with deadlines under the law, neither party shall file action or institute legal proceedings with respect to any dispute, controversy, or claim arising out of, relating to, or in connection with, this Agreement until: (a) the aggrieved party has given the other party written notice of its grievance setting forth the nature of the dispute, the amount involved, if any, and the remedy desired, and delivering same by certified mail; (b) the other party has failed to provide a prompt and effective remedy; (c) the aggrieved party has requested that senior executives for both parties meet and discuss the matter to consider informal and amicable means of resolution; and (d) either such meeting failed to occur within fifteen (15) days after such request or the meeting did not produce a mutually satisfactory resolution of the matter.

12.2 Survival. The parties agree that the rights and obligations set forth in the above-referenced Section 1 (Definitions), 3 (Ownership), 5 (Disclaimer of Other Warranties), 6 (Limitation of Liability), 7 (Term and Termination), 8 (Compliance with Laws), 11 (Governing Law; Arbitration), and 12 (General) shall survive the termination of this Agreement for any reason and enforcement thereof shall not be subject to any conditions precedent.

12.3 Assignment. This Agreement shall be binding upon and inure to the benefit of the parties' respective successors and permitted assigns. Licensee shall not assign this Agreement or any of its rights or obligations hereunder without the prior written consent of Venafi and any such attempted assignment shall be void. For purposes of the foregoing, a change in control of Licensee and an assignment by operation of law shall be deemed assignments for which consent is required.

For questions concerning this Agreement, please contact Venafi at 126 W. Sego Lily Drive, Suite 126, Sandy, Utah 84070 USA. For questions on product or technical matters, contact the nearest Venafi technical support center or a Venafi authorized reseller.