NETIMPACT STRATEGIES

END USER LICENSE AGREEMENT

THIS END USER LICENSE AGREEMENT ("AGREEMENT") IS THE LEGAL AGREEMENT BETWEEN THE ORDERING ACTIVITY UNDER GSA SCHEDULE CONTRACTS IDENTIFIED IN THE PURCHASE ORDER ("YOU OR "YOUR"), AND NETIMPACT STRATEGIES INC. ("NetImpact") FOR THE USE OF THE APPLICATION OR INTEGRATION TOGETHER WITH ITS DOCUMENTATION (THE "APP"). PLEASE READ THIS AGREEMENT CAREFULLY. IF YOU ARE A COMPANY OR OTHER ORGANIZATION, THEN THE INDIVIDUAL PERSON WHO ACCEPTS THIS AGREEMENT ON YOUR BEHALF MUST HAVE (AND SUCH PERSON HEREBY REPRESENTS TO NETIMPACT THAT HE OR SHE DOES HAVE) THE AUTHORITY TO BIND YOU TO THIS AGREEMENT. OTHERWISE, YOU MAY NOT ACCESS OR USE THE APP.

NETIMPACT IS ONLY WILLING TO PROVIDE THE APP TO YOU ON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS CONTAINED IN THIS AGREEMENT. YOU ACCEPT THIS AGREEMENT BY EXECUTING A WRITTEN ORDER FOR THE USE OF THE APP. IF YOU ARE UNWILLING OR UNAUTHORIZED TO ACCEPT THIS AGREEMENT, DO NOT DOWNLOAD, ACCESS, OR OTHERWISE USE THE APP.

1. Ownership. The App is protected by copyrights and other intellectual property rights. You agree that all worldwide copyright and other intellectual property rights in the App,and all copies of the App however made, are the exclusive property of NetImpact and its licensors. All rights in and to the App not expressly granted to You in this Agreement are reserved by NetImpact. There are no implied licenses under this Agreement.

2. Subscription. Upon payment by You of the applicable subscription fees, NetImpact hereby grants to You during the Term (as defined below), a non-exclusive, non-sublicensable, non-transferrable license to permit your employees to access and use the App for Your own internal use on IT infrastructure and Microsoft hosting environment that You own or control. You agree that Your use of the App shall be limited to: (i) one instance of the App on Your production environment and a reasonable number of instances of the App on Your test/non-production environments; (ii) the version of the App that NetImpact generally makes available to its customers; and (iii) the use of the App in a manner as permitted pursuant to this Agreement. The term "Feedback" means suggestions, ideas, feature requests, and recommendations made by You relating to the App. NetImpact neither seeks nor requests Feedback, and this Agreement places no obligations on You to provide Feedback. If You choose to provide Feedback to NetImpact, then You hereby transfer to NetImpact all of Your rights in Feedback (including associated intellectual property rights). Microsoft acknowledges that the ability to use this Agreement and any Feedback provided as a result of this Agreement in advertising is limited by GSAR 552.203-71.

3. Restrictions on Use. You may not do (or permit others to do) any of the following: (a) modify, adapt, alter, translate, or create derivative works of the App, except that You may configure and customize the App solely to the extent that it is possible to do so using the features and functionalities included in the App in their ordinary and intended manner; (b) merge or otherwise integrate the App with external components or other software; (c) sublicense, lease, rent, loan, assign or otherwise transfer the App or any license hereunder to any third-party; (d) host, upload, use or access the App via a time sharing, service bureau, virtualization, hosting or other remote access arrangement; (e) reverse engineer, decompile or disassemble the App or otherwise attempt to derive the sourcecode of the App except and only to the limited extent that we provide such source code or that such activities are expressly permitted by applicable law notwithstanding this limitation; (f) remove, alter, or obscure any confidentiality or proprietary notices (including copyright or trademark notices) of NetImpact or its suppliers on, in or displayed by the App; (g) reproduce or use the App except as expressly authorized under Section 2 (Subscription); (h) circumvent, or provide or use a program intended to circumvent, technological measures provided by NetImpact to control access to or use of the App; or (i) access or use the App for purposes of building a competitive product or service or copying its features or user interface.

4. Services. Limited customer support is available during the hours, and via the contact information, provided by NetImpact. If NetImpact provides no support information, then no maintenance, support or other services are provided under this Agreement.

5. Fees & Payment. Your rights under Section 2 (Subscription) are conditioned upon payment by You of the applicable subscription fees to Microsoft. Subscription fees are payable annually unless a monthly payment option is

offered to You by NetImpact (in which case subscription fees are payable monthly). NetImpact or its authorized reseller as applicable shall state separately on invoices taxes excluded from the fees, and You agree either to pay the amount of the taxes (based on the current value of the equipment) or provide evidence necessary to sustain an exemption, in accordance with 552.212-4(k). Fees not paid when due will accrue interest at an interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

6. Disclaimer of Warranty. NETIMPACT WARRANTS THAT THE MICROSOFT APP WILL, FOR A PERIOD OF THIRTY (30) DAYS FROM THE DATE OF YOUR RECEIPT, PERFORM SUBSTANTIALLY IN ACCORDANCE MICROSOFT APP WITH USER GUIDE WRITTEN MATERIALS ACCOMPANYING IT. EXCEPT AS EXPRESSLY SET FORTH IN THE FOREGOING, THE APP IS PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND. NETIMPACT EXCLUDES AND DISCLAIMS ALL IMPLIED OR STATUTORY WARRANTIES, INCLUDING (WITHOUT LIMITATION) ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, NON-INFRINGEMENT, TITLE, RESULTS, EFFORTS OR QUIET ENJOYMENT. THERE IS NO WARRANTY THAT THE APP IS ERROR-FREE OR WILL FUNCTION WITHOUT INTERRUPTION. YOU ASSUME THE ENTIRE RISK ARISING OUT OF THE PERFORMANCE OR USE OF THE APP. TO THE EXTENT THAT NETIMPACT MAY NOT DISCLAIM ANY WARRANTY AS A MATTER OF APPLICABLE LAW, THE SCOPE AND DURATION OF SUCH WARRANTY WILL BE THE MINIMUM PERMITTED UNDER SUCH LAW.

7. Limitation of Liability. EXCEPT TO THE EXTENT THAT DISCLAIMER OF LIABILITY IS PROHIBITED UNDER APPLICABLE LAW, IN NO EVENT WILL NETIMPACT, OR ANY OF ITS RESPECTIVE AFFILIATES, LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, AND DIRECTORS BE LIABLE TO YOU FOR DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE APP, INCLUDING ANY , INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING DAMAGES ARISING FROM LOSS OF REVENUE, USE, DATA, OR PROFITS, INJURY TO REPUTATION OR GOODWILL, OR THE COST OF SUBSTITUTE GOODS OR SERVICES) WHETHER SUCH DAMAGES ARISE UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR ANY OTHER LEGAL THEORY, AND EVEN IF SUCH DAMAGES ARE FORESEEABLE. IF, UNDER APPLICABLE LAW, LIABILITY FOR DIRECT DAMAGES CANNOT BE EXCLUDED (NOTWITHSTANDING THE FOREGOING), THEN THE TOTAL CUMULATIVE LIABILITY OF NETIMPACT (OR ANY OTHER PERSON) IN CONNECTION WITH THIS AGREEMENT AND THE APP, WHETHER IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, WILL NOT EXCEED THE GREATER OF FIVE US DOLLARS ($5.00) OR THE AMOUNT OF SUBSCRIPTION FEES (IF ANY) THAT YOU PAID TO NETIMPACT FOR USE OF THE APP GIVING RISE TO LIABILITY. THE EXISTENCE OF MULTIPLE CLAIMS WILL NOT EXPAND THIS LIMIT. YOU ACKNOWLEDGE THAT THE SUBSCRIPTION FEES REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT NETIMPACT WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY. THE LIMITATIONS AND EXCLUSIONS OF LIABILITY IN THIS SECTION WILL APPLY EVEN IF AN EXCLUSIVE REMEDY UNDER THIS AGREEMENT HAS FAILED OF ITS ESSENTIAL PURPOSE. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO (1) PERSONAL INJURY OR DEATH RESULTING FROM LICENSOR'S NEGLIGENCE; (2) FOR FRAUD; OR (3) FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW.

8. Term & Termination.

8.1 The term of Agreement ("Term") will commence upon Your acceptance of this Agreement (as described in the second introductory paragraph above) and will remain in effect for one (1) year; thereafter the Term may be renewed for successive one (1) year periods, subject to Your payment of applicable subscription fees by executing a written order for the successive one (1) year renewal term. You may terminate this Agreement at any time and for any reason by giving written notice to NetImpact; provided, however, that You will pay NetImpact for the subscription proportionately for time of usage. When the End User is an instrumentality of

the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, NetImpact shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer. Upon expiration or termination of this Agreement, Your rights to use or access the App immediately terminate, and You shall immediately cease your use of the App. In addition to any right or obligation that by its nature or intent survives expiration or termination of this Agreement for any reason, Sections 1, 5, 6, 7, and 8 will survive expiration or termination of this Agreement for any reason.

8.2 Remedies for Infringement Claims. If a third party asserts or threatens to assert a claim of infringement or misappropriation of intellectual property rights regarding the App, then NetImpact shall be entitled, in its sole discretion, to: (i) obtain a license to the third party intellectual property rights at issue; (ii) implement a work-around that preserves the material features and performance of the App; or (iii) if, in NetImpact's sole discretion, neither of these options are viable, terminate this Agreement and provide a pro-rata refund of any pre-paid subscription fees to You. The foregoing states the entire liability of NetImpact, and Your exclusive remedy, with respect to actual or alleged violation of third-party intellectual property rights by the App.

9. General Provisions.

9.1 Choice of Law & Venue. This Agreement will be governed by the Federal laws of the United States. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act (USA) do not apply to this Agreement.

9.2 Privacy. The App is designed to be used solely as installed on IT infrastructure that You own or control. Any data or information that You input, transmit, store, or otherwise provide via the App is stored on the instance of the App as downloaded and installed on Your IT infrastructure, and NetImpact does not receive, access, or store any such data or information that You may so provide via the App. Accordingly, You are solely responsible for ensuring the security of Your data and information provided via the App, and otherwise with respect to Your use of the App. Subject to the foregoing, to the extent that You provide NetImpact with any data or information in connection with this Agreement pursuant to NetImpact's request for such data or information, NetImpact shall use commercially reasonable efforts to safeguard the security of such data or information, and shall employ for this purpose information security controls designed to be consistent with accepted practice in the industry and applicable law.

9.3 Compliance with Laws. You will comply with all applicable export and import control laws and regulations in Your use of the App and, in particular, You will not export or re-export the App without all required government licenses. Regardless of any disclosure made to NetImpact of an ultimate destination of the App and accompanying technical documentation, You acknowledge that all such materials are being released or transferred to You in the United States and may be subject to U.S. export control laws and regulations including regulations of the U.S. Bureau of Industry and Security.

9.4 U.S. Government Rights. If You are a branch or agency of the U.S. Government, then You acknowledge that the App is a "commercial item" as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Any technical data provided with such App is commercial technical data as defined in 48 C.F.R. 12.211. Consistent with 48 C.F.R. 12.211 through 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, and 48 C.F.R. 252.227-7015, all U.S. Government end users acquirethe App with only those rights set forth in this Agreement.

9.5 Relationship between the Parties. The parties are independent contractors neither party is the agent, partner, employee, fiduciary or joint venturer of the other party under this Agreement.

9.6 Assignments. You may not assign or transfer, by operation of law or otherwise, any of Your rights under this Agreement (including Your licenses with respect to the App) to any third-party without NetImpact's prior written consent. Any attempted assignment or transfer in violation of the foregoing will be void.

9.7 Language. This Agreement is in the English language and its English language version will be controlling

over any translation, except and to the extent when requiredby applicable law.

9.8 Reserved.

9.9 Waivers. All waivers must be in writing. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

9.10 Severability. If any provision of this Agreement is held unenforceable by a court, such provision may be changed and interpreted by the court to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect. Without limiting the generality of the foregoing, You agree that Sections 6 and 7 will remain in effect notwithstanding the unenforceability of any other provision of this Agreement.

9.11 Entire Agreement. This Agreement constitutes the final and entire agreement between the parties regarding the subject of this Agreement and supersedes all prior or contemporaneous agreements, understandings, and communication, whether written or oral. This Agreement may be amended only by a written document signed by both parties. The terms of any purchase order or similar document submitted by You to NetImpact will not be effective to alter the terms of this Agreement.

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