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### 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 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.

# Software License Agreement

## END-USER LICENSE AGREEMENT FOR APOS SOFTWARE - IMPORTANT - READ CAREFULLY:

This Software License Agreement ("LICENSE") is a legal agreement between Licensee (either an individual or a single entity) (the "LICENSEE") and APOS Systems Inc. ("APOS") for the software product being installed, which includes computer software and associated media and printed materials, and may include "online" or electronic documentation ("SOFTWARE PRODUCT" or "SOFTWARE"). By installing, copying, or otherwise using the SOFTWARE PRODUCT, LICENSEE agrees to be bound by the terms of this LICENSE. If LICENSEE does not agree to the terms of this LICENSE, promptly return the unused SOFTWARE PRODUCT to the place from which LICENSEE obtained it for a full refund.

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## 2. MAINTENANCE

If maintenance has been purchased for the SOFTWARE PRODUCT, LICENSEE is entitled to receive any upgrades without cost during maintenance term.

## 3. DESCRIPTION OF OTHER RIGHTS AND LIMITATIONS.

As a LICENSEE you:
(1) shall instruct all of your users of the SOFTWARE PRODUCT of LICENSEE's obligations under this Agreement;
(2) shall notify APOS immediately if LICENSEE has or acquires knowledge that any unlicensed party possesses the SOFTWARE PRODUCT;
(3) shall not modify, adapt, translate, reverse engineer, decompile, disassemble, or create derivative works based on the SOFTWARE PRODUCT provided to LICENSEE or merge or embed the SOFTWARE PRODUCT into another program, except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation.;
(4) may not commit any act which would directly or indirectly violate any Canadian or U.S. law, regulation, treaty, or other agreement, relating to the export or re-export the SOFTWARE, to which Canada or the U.S. adheres or with which Canada or the U.S. complies;
(5) agree that the SOFTWARE or any part thereof or the related documentation may not be copied except that one copy of the SOFTWARE may be made in machine-readable form for backup purposes. Such copy shall include all copyright notices, trademarks and confidentiality markings found on the original SOFTWARE;
(6) may not rent or lease or sub-license the SOFTWARE PRODUCT.

## 4. UPGRADES

If the SOFTWARE PRODUCT is an upgrade from another product, whether from APOS or another supplier, LICENSEE may use the SOFTWARE PRODUCT only in conjunction with that upgraded product, unless LICENSEE destroys the upgraded product. If the SOFTWARE PRODUCT is an upgrade of an APOS product, LICENSEE now may use that upgraded product only in accordance with this LICENSE. If the SOFTWARE PRODUCT is an upgrade of a component of a package of software programs that LICENSEE licensed as a single product, the SOFTWARE PRODUCT may be used only as part of that single product package and may not be separated for use on more than one computer.

## 5. LIMITED WARRANTY

(1) APOS warrants ("LIMITED WARRANTY") that the SOFTWARE will, if properly installed, perform substantially in accordance with the SOFTWARE PRODUCT for a period of ninety (90) days from the date of delivery.

(2) EXCEPT FOR THE EXPRESS LIMITED WARRANTY STATED IN THIS SECTION, APOS AND IT'S SUPPLIERS DISCLAIMS ALL WARRANTIES OR CONDITIONS WITH RESPECT TO THE SOFTWARE PRODUCT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR CONDITIONS OF TITLE OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. LICENSEE ACKNOWLEDGES THAT APOS IS NOT LIABLE, AMONG OTHER THINGS, IF THE SOFTWARE PRODUCT DOES NOT MEET THE REQUIREMENTS OF LICENSEE OR IF THE SOFTWARE PRODUCT WILL NOT OPERATE FREE OF ERRORS, UNINTERRUPTED OR IF THE SOFTWARE PRODUCT WILL NOT FUNCTION IN LICENSEE'S HARDWARE ENVIRONMENT.

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Software License Agreement

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This LICENSE shall terminate automatically if: LICENSEE fails to comply with these LICENSE terms and conditions, LICENSEE ceases to carry on its business, commits an act of bankruptcy or becomes insolvent, makes an assignment or bulk sale of any material part of its assets, proposes a compromise or arrangement to its creditors; any proceeding is taken with respect to a compromise or arrangement or to have LICENSEE declared bankrupt or wound up, or to have a receiver or receiver manager appointed with respect to any material part of the assets of the LICENSEE or if a receiver or trustee in bankruptcy is appointed with respect to any material part of the assets of the LICENSEE or if any encumbrancer takes possession of any material part thereof. Upon termination, LICENSEE shall immediately discontinue the use

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If LICENSEE uses the SOFTWARE PRODUCT outside of Canada, LICENSEE shall comply fully with all relevant export laws and regulations of Canada to ensure that neither the SOFTWARE PRODUCT, nor any direct product thereof are exported, directly or indirectly, in violation of the federal laws of Canada. LICENSEE shall be responsible for obtaining all necessary export control licenses or other permits, and for complying with related export control laws and regulations, in respect of the proposed installation by LICENSEE of the SOFTWARE PRODUCT or any part there in any foreign country.

## 13. U.S. GOVERNMENT RESTRICTED RIGHTS
The SOFTWARE is a "commercial item," as that term is defined at 48 C.F.R. 2.101 (OCT 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (SEPT 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227-7202-1 through 227-7202-4 (JUNE 1995), all U.S. Government End Users acquire the SOFTWARE PRODUCT with only those rights set forth herein.

## 14. LAWS
This LICENSE shall be governed by and interpreted according to the laws of the Province of Ontario, including applicable Canadian federal laws, without reference to its conflicts of law principles. Each of the parties hereto irrevocably attorns to the jurisdiction of the courts of the Province of Ontario and further agrees to commence any litigation, which may arise hereunder in the courts located in the Region of Waterloo, Province of Ontario. The parties specifically disclaim the United Nations Convention on Contracts for the International Sale of Goods.

## 15. ENTIRE AGREEMENT
This Agreement is the entire agreement between the parties relating to the use, reproduction and transfer of the SOFTWARE PRODUCT and supersedes any other communications and agreements between APOS and LICENSEE relating to the subject matter of this Agreement.

Should LICENSEE have any questions concerning this LICENSE, or if LICENSEE desires to contact APOS for any reason, please contact:

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