GENERAL SERVICES ADMINISTRATION
FEDERAL SUPPLY SERVICE
AUTHORIZED FEDERAL SUPPLY SCHEDULE PRICE LIST

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage®, a menu-driven database system. The INTERNET address GSA Advantage® is: GSAA Advantage.gov.

Multiple Award Schedule (MAS)

<table>
<thead>
<tr>
<th>FSC Group</th>
</tr>
</thead>
<tbody>
<tr>
<td>F – INFORMATION TECHNOLOGY</td>
</tr>
<tr>
<td>G – MISCELLANOUS</td>
</tr>
<tr>
<td>I – SCIENTIFIC MANAGEMENT SOLUTIONS</td>
</tr>
<tr>
<td>J – SECURITY AND PROTECTION</td>
</tr>
</tbody>
</table>

CONTRACT NUMBER: GS-35F-0074S

For more information on ordering from Federal Supply Schedules go to the GSA Schedules page at GSA.gov.

PERIOD COVERED BY CONTRACT: November 18, 2005, through November 17, 2025

The Winvale Group, LLC
3951 Westerre Parkway, Suite 250
Richmond, VA 23233
Phone: (202) 296-5505
Fax: (202) 296-5506
www.winvale.com

Contractor’s Administration Source: isabie@winvale.com

Business Size: Small Business
UEI: DQ6RYNAB8MJ7

Pricelist current through Modification # PA-0735, dated 5/13/2022

Prices Shown Herein are Net (discount deducted)
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### CUSTOMER INFORMATION

#### 1a. TABLE OF AWARDED SPECIAL ITEM NUMBERS (SINs):

<table>
<thead>
<tr>
<th>SIN</th>
<th>Cooperative Purchasing</th>
<th>Recovery</th>
<th>SIN Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>54151ECOM</td>
<td>54151ECOMCP</td>
<td>54151ECOMRC</td>
<td>Electronic Commerce and Subscription Services</td>
</tr>
<tr>
<td>33411</td>
<td>33411CP</td>
<td>33411RC</td>
<td>Purchasing of new electronic equipment</td>
</tr>
<tr>
<td>54151</td>
<td>54151CP</td>
<td>54151RC</td>
<td>Software Maintenance Services</td>
</tr>
<tr>
<td>54151S</td>
<td>54151SCP</td>
<td>54151SRC</td>
<td>Information Technology Professional Services</td>
</tr>
<tr>
<td>511210</td>
<td>511210CP</td>
<td>511210RC</td>
<td>Software Licenses</td>
</tr>
<tr>
<td>OLM</td>
<td>OLMCP</td>
<td>OLMRC</td>
<td>Order-Level Materials (OLM)</td>
</tr>
<tr>
<td>ANCILLARY</td>
<td>ANCILLARYCP</td>
<td>ANCILLARYRC</td>
<td>Ancillary Supplies and Services</td>
</tr>
<tr>
<td>339112</td>
<td>339112CP</td>
<td>339112RC</td>
<td>Breathing Air Equipment and Related Items</td>
</tr>
<tr>
<td>332999</td>
<td>332999CP</td>
<td>332999RC</td>
<td>Law Enforcement Personal Equipment</td>
</tr>
</tbody>
</table>

#### 1b. IDENTIFICATION OF THE LOWEST PRICED MODEL NUMBER AND LOWEST UNIT PRICE FOR THAT MODEL FOR EACH SPECIAL ITEM NUMBER AWARDED IN THE CONTRACT:

<table>
<thead>
<tr>
<th>Part Number</th>
<th>SIN</th>
<th>DESCRIPTION</th>
<th>GSA w/IFF</th>
</tr>
</thead>
<tbody>
<tr>
<td>RS-ENT-1-PR</td>
<td>54151ECOM</td>
<td>Robotic Services - Subscription Service 1 MO - Mapware monthly enterprise processing - unlimited users, unlimited ground control points (GCPs) per project, includes measuring tools, sharing, and online support. Mapware is a US-based, software-as-a-service photogrammetry platform. It turns unmanned aerial systems (UAS) photographs into 3D and 2D virtual environments that users can easily explore, understand, and share. Price is per 1 megapixel (MP) METERED BILLING, billed monthly in arrears.</td>
<td>$0.01</td>
</tr>
<tr>
<td>ANT-ACC-02</td>
<td>33411</td>
<td>Codan Communications - CLAMP/ANTENNA, U-BOLT, 1-5&quot; PIPE</td>
<td>$11.49</td>
</tr>
<tr>
<td>DM-GTLD-1</td>
<td>54151</td>
<td>MarkMonitor - Generic Top-Level Domain (gTLD), for example, domain names ending in .com, .net and .org</td>
<td>$325.44</td>
</tr>
<tr>
<td>PMWeb, Inc.</td>
<td>511210</td>
<td>PMWEB - TERM LICENSE 1 YR - Annual Support &amp; Maintenance - Annual Fee / LP = 20% of Retail / GSA = LP less 3% / GSA wIIF = GSA P/.9925</td>
<td>$0.01</td>
</tr>
<tr>
<td>A-PNL-FB07</td>
<td>ANCILLARY</td>
<td>CODAN - FRONT PANEL, BLANK 7HP W/HDWR</td>
<td>$13.71</td>
</tr>
<tr>
<td>43056</td>
<td>339112</td>
<td>Cirrus Healthcare - AquaEars silicone earplugs for noise reduction and protection during water activities 6 Pair</td>
<td>$5.26</td>
</tr>
<tr>
<td>GLX-HOLOK</td>
<td>332999</td>
<td>C&amp;H Precision plates are designed from 6061 aluminum with stainless steel mounting hardware. This plate is precision machined to the tightest tolerances. Fits GLOCK 43X/48 MOS V4 MIL/LEO to Holosun 407k/507k</td>
<td>$43.02</td>
</tr>
</tbody>
</table>
1c. IF THE CONTRACTOR IS PROPOSING HOURLY RATES, A DESCRIPTION OF ALL CORRESPONDING COMMERCIAL JOB TITLES, EXPERIENCE, FUNCTIONAL RESPONSIBILITY AND EDUCATION FOR THOSE TYPES OF EMPLOYEES OR SUBCONTRACTORS WHO WILL PERFORM SERVICES SHALL BE PROVIDED. IF HOURLY RATES ARE NOT APPLICABLE, INDICATE NOT APPLICABLE FOR THIS ITEM:

Please see the section titled F03 – Service Subcategory (SPECIAL ITEM NUMBER 54151S)

2. MAXIMUM ORDER*:

<table>
<thead>
<tr>
<th>SIN</th>
<th>Maximum Order Limitation</th>
</tr>
</thead>
<tbody>
<tr>
<td>54151ECOM</td>
<td>$ 500,000.00</td>
</tr>
<tr>
<td>33411</td>
<td>$ 500,000.00</td>
</tr>
<tr>
<td>54151</td>
<td>$ 500,000.00</td>
</tr>
<tr>
<td>54151S</td>
<td>$ 500,000.00</td>
</tr>
<tr>
<td>511210</td>
<td>$ 500,000.00</td>
</tr>
<tr>
<td>OLM</td>
<td></td>
</tr>
<tr>
<td>ANCILLARY</td>
<td>$ 250,000.00</td>
</tr>
<tr>
<td>332999</td>
<td>$ 250,000.00</td>
</tr>
<tr>
<td>339112</td>
<td>$ 250,000.00</td>
</tr>
</tbody>
</table>

3. MINIMUM ORDER: $100.00

4. GEOGRAPHIC COVERAGE: Domestic Delivery Only.

5. POINT(S) OF PRODUCTION: vary by manufacturer; contact Winvale for details on a specific manufacturer Point of Production.

6. DISCOUNT FROM LIST PRICES: Net GSA pricing is listed in the attached pricing tables and shown on GSA Advantage

7. QUANTITY DISCOUNT(S): None.

8. PROMPT PAYMENT TERMS: 0%, Net 30 Days from receipt of invoice or date of acceptance, whichever is later.

9. Foreign items (list items by country of origin).

10a. TIME OF DELIVERY: To be negotiated between Contractor and Ordering Activity

10b. EXPEDITED DELIVERY: To be negotiated at the task order level

10c. OVERNIGHT AND 2-DAY DELIVERY: To be negotiated at the task order level

10d. URGENT REQUIREMENTS: Customers are encouraged to contact the contractor for the purpose of requesting accelerated delivery

11. FOB POINT: Destination; 48 contiguous states and Washington, DC
   - Large Category F: FOB Destination; 48 contiguous states and Washington, DC
   - Large Category G: FOB Destination; 48 contiguous states and Washington, DC
   - Large Category I: FOB Destination; 48 contiguous states and Washington, DC
   - Large Category J: FOB Destination; 48 contiguous states and Washington, DC
12a. **ORDERING ADDRESS:**
The Winvale Group, LLC  
3951 Westerre Parkway, Suite 250  
Richmond, VA 23233

12b. **ORDERING PROCEDURES:** For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA’s) are found in FAR 8.405-3

13. **PAYMENT ADDRESS:**
The Winvale Group, LLC  
3951 Westerre Parkway, Suite 250  
Richmond, VA 23233

14. **WARRANTY PROVISION:** N/A

15. **EXPORT PACKING CHARGES:** N/A

16. **TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR (IF APPLICABLE):** N/A

17. **TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE):** N/A

18a. **TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTS PRICE LISTS AND ANY DISCOUNTS FROM LIST PRICES (IF AVAILABLE):** N/A

18b. **TERMS AND CONDITIONS FOR ANY OTHER SERVICES (IF APPLICABLE):** N/A

19. **LIST OF SERVICE AND DISTRIBUTION POINTS (IF APPLICABLE):** N/A

20. **LIST OF PARTICIPATING DEALERS (IF APPLICABLE):** NONE

21. **PREVENTIVE MAINTENANCE (IF APPLICABLE):** N/A

22a. **SPECIAL ATTRIBUTES SUCH AS ENVIRONMENTAL ATTRIBUTES (e.g. recycled content, energy efficiency, and/or reduced pollutants):** N/A

22b. **Section 508 Compliance for EIT:** As Applicable. For more information, please go to [http://www.doforms.com](http://www.doforms.com)

23. **UNIQUE ENTITY IDENTIFIER (UEI) NUMBER:** DQ6RYNAB8MJ7

24. **NOTIFICATION REGARDING REGISTRATION IN SYSTEM FOR AWARD MANAGEMENT (SAM) DATABASE:**
Contractor is registered and active in SAM
Category F: Information Technology

F01. Electronic Commerce Subcategory

SIN 54151ECOM – Electronic Commerce and Subscription Services

The following manufacturers offer Electronic Commerce and/or Subscription Services

<table>
<thead>
<tr>
<th>Manufacturer</th>
<th>Plan / Eligibility</th>
<th>Additional Usage Charge</th>
<th>Volume Discounts</th>
</tr>
</thead>
<tbody>
<tr>
<td>Beryllium</td>
<td>1 Year Subscription</td>
<td>NONE</td>
<td>NONE</td>
</tr>
<tr>
<td>Changepoint</td>
<td>1 Year Subscription</td>
<td>NONE</td>
<td>NONE</td>
</tr>
<tr>
<td>ClearCompany</td>
<td>1 Year Subscription</td>
<td>NONE</td>
<td>NONE</td>
</tr>
<tr>
<td>ColorTokens</td>
<td>1 Month Subscription</td>
<td>NONE</td>
<td>NONE</td>
</tr>
<tr>
<td>Meltwater</td>
<td>1 Year Subscription</td>
<td>NONE</td>
<td>NONE</td>
</tr>
<tr>
<td>Metrc LLC</td>
<td>1 Month Subscription</td>
<td>NONE</td>
<td>NONE</td>
</tr>
<tr>
<td>Mosaic Technology / Cyabra</td>
<td>1 Month Subscription</td>
<td>NONE</td>
<td>NONE</td>
</tr>
<tr>
<td>OpSec Security</td>
<td>1 Year Subscription</td>
<td>NONE</td>
<td>NONE</td>
</tr>
<tr>
<td>PMWeb</td>
<td>1 Year Subscription</td>
<td>NONE</td>
<td>NONE</td>
</tr>
<tr>
<td>Virtual Mgr.</td>
<td>1 Month Subscription</td>
<td>NONE</td>
<td>NONE</td>
</tr>
<tr>
<td>Voyager Analytics, Inc</td>
<td>1 Year Subscription</td>
<td>NONE</td>
<td>NONE</td>
</tr>
<tr>
<td>ZoomInfo Technologies LLC</td>
<td>1 Year Subscription</td>
<td>NONE</td>
<td>NONE</td>
</tr>
</tbody>
</table>

F02. IT Hardware Subcategory

SIN 33411 – Purchasing of new electronic equipment

The following manufacturers offer IT Hardware

<table>
<thead>
<tr>
<th>Manufacturer</th>
<th>Self-Installable</th>
<th>Charges for installation / Training / Maintenance</th>
</tr>
</thead>
<tbody>
<tr>
<td>Codan Communications</td>
<td>YES</td>
<td>NO</td>
</tr>
</tbody>
</table>
AWARDED LABOR CATEGORY DESCRIPTIONS

Subject Matter Expert I

Minimum/General Experience: Four (4) years of experience in IT related business. Position requires excellent oral and written communication skills, with the ability to multi-task.

Functional Responsibility: Serves as an expert possessing in-depth knowledge of a particular area, such as business, computer science, engineering, mathematics, or the various sciences. The Subject Matter Expert provides technical knowledge and analysis at a high level of expertise for the work described in the task. Provides evaluation and analytic skills for client-specific or mission-critical proficiencies of specialized applications and operational environments, high-level functional systems analysis, design, integration, documentation and implementation advice on exceptionally complex problems. Displays broad knowledge of subject matter and provides direction throughout the life of a project. Participates in meetings, task groups, teams, reviews and other environments to assist in collaborative results. Prepares reports, presentations and papers to document findings, opinions and recommendations. Participates as needed in all phases of software development with emphasis on the planning, analysis, testing, integration, documentation, and presentation phases. Applies principles, methods and knowledge of the functional area of capability to specific task order requirements, advanced mathematical principles and methods to exceptionally difficult and narrowly defined technical problems in engineering and other scientific applications to arrive at automated solutions.

Minimum Education: A bachelor’s degree in a business or technical field such as Information Technology, Engineering, or Computer Science.

Subject Matter Expert II

Minimum/General Experience: Eight (8) years of experience in IT related business. Position requires excellent oral and written communication skills, with the ability to multi-task.

Functional Responsibility: Serves as an expert possessing in-depth knowledge of a particular area, such as business, computer science, engineering, mathematics, or the various sciences. The Subject Matter Expert provides technical knowledge and analysis at a high level of expertise for the work described in the task. Provides evaluation and analytic skills for client-specific or mission-critical proficiencies of specialized applications and operational environments, high-level functional systems analysis, design, integration, documentation and implementation advice on exceptionally complex problems. Displays broad knowledge of subject matter and provides direction throughout the life of a project. Participates in meetings, task groups, teams, reviews and other environments to assist in collaborative results. Prepares reports, presentations and papers to document findings, opinions and recommendations. Participates as needed in all phases of software development with emphasis on the planning, analysis, testing, integration, documentation, and presentation phases. Applies principles, methods and knowledge of the functional area of capability to specific task order requirements, advanced mathematical principles and methods to exceptionally difficult and narrowly defined technical problems in engineering and other scientific applications to arrive at automated solutions. Possesses a greater level of experience/education as compared to the Subject Matter Expert I.

Minimum Education: A bachelor’s degree in a business or technical field such as Information Technology, Engineering, or Computer Science. A master’s degree in a business or technical field such as Information Technology, Engineering, or Computer Science with six (6) years of relevant experience may be substituted in place of a bachelor’s degree and eight (8) years of experience.
Subject Matter Expert III

Minimum/General Experience: Ten years of experience in IT related business. Position requires excellent oral and written communication skills, with the ability to multi-task.

Functional Responsibility: Recognized as an expert in a specific field of study, possessing in-depth knowledge of a particular area, such as business, computer science, engineering, mathematics, or the various sciences. The Subject Matter Expert provides technical knowledge and analysis at a high level of expertise for the work described in the task. Provides advanced evaluation and analytic skills for client-specific or mission-critical proficiencies of highly specialized applications and operational environments, high-level functional systems analysis, design, integration, documentation and implementation advice on exceptionally complex problems. Displays broad and deep knowledge of subject matter and provides leadership and vision throughout the life of a project. Participates in meetings, task groups, teams, reviews and other environments to assist in collaborative results. Prepares reports, presentations and papers to document findings, opinions and recommendations. Participates as needed in all phases of software development with emphasis on the planning, analysis, testing, integration, documentation, and presentation phases. Applies principles, methods and knowledge of the functional area of capability to specific task order requirements, advanced mathematical principles and methods to exceptionally difficult and narrowly defined technical problems in engineering and other scientific applications to arrive at automated solutions. Supervises teams in accomplishing tasks and trains subordinate staff in the technical aspects of assigned work. Possesses a greater level of experience/education as compared to the Subject Matter Expert II

Minimum Education: A master’s degree in a business or technical field such as Information Technology, Engineering, or Computer Science. In lieu of a master’s degree, a bachelor’s degree and four additional years of relevant work experience (12 Years total) can be substituted.

Senior Project Manager

Minimum/General Experience: Eight years of management and supervisory experience with computer and network system architecture within a variety of Information Technology environments. Position requires excellent oral and written communication skills, with the ability to multi-task.

Functional Responsibility: Demonstrated ability to provide guidance and direction for specific sub-tasks of a project. The Senior Project Manager is proficient in the latest hardware, software, and network technologies and acts as the overall lead, manager and administrator for the effort. Serves as the primary interface and point of contact with program authorities and representatives on technical and program/project issues. Leads team on large complex projects of significance. Creates innovation solutions for complex projects scheduling, technology, methodology, tools, and solution components. Provides systems analysis and programming activities for a customer site, facility or multiple locations. Prepares plans for application selection, systems development, systems maintenance, and production activities and for necessary support resources. Supervises program/project operations by developing procedures, planning and directing execution of the technical programming, maintenance and administrative support effort and monitoring and reporting progress. Manages acquisition and employment of program/project resources. Manages and controls financial and administrative aspects of the program/project with respect to contract requirements. Responsible for all aspects of project.

Minimum Education: A bachelor’s degree in a business or technical field such as Information Technology, Engineering, or Computer Science. In lieu of a bachelor’s degree, six years of relevant work experience can be substituted.
Consultant / System Architect / System Programmer

Minimum/General Experience: Four years of experience in IT related business and consulting. Position requires excellent oral and written communication skills, with the ability to multi-task.

Functional Responsibility:

Consultant: Serves as interface and point of contact with program authorities and representatives on technical and project issues. Plays a major part in program/project operations by developing procedures, planning and directing execution of the technical programming, maintenance and administrative support effort and monitoring and reporting progress. Reports on acquisition and employment of program/project resources to Project Managers.

System Architect: Provides high-level architectural expertise to managers and technical personnel. Development of architectural products and deliverables for enterprise environments. Provides development of a strategy of system and the design infrastructure necessary to support the enterprise environment. Offer advice on selection of technological purchases with regards to processing, data storage, data access, and applications development. Develops standards for the client/server relational database structure for the organization (SQL, ORACLE, SYBASE, etc.). Advises of feasibility of potential future projects to management.

System Programmer: Designs, develops, enhances, debugs, and implements software. Troubleshoots production problems related to software applications. Researches, tests, builds, and coordinates the conversion and/or integration of new products based on client requirements. Designs and develops new software products or major enhancements to existing software. Addresses problems of systems integration, compatibility, and multiple platforms. Consults with project teams and end users to identify application requirements. Performs feasibility analysis on potential future projects to management. Assists in the evaluation and recommendation of application software packages, application integration and testing tools. Resolves problems with software and responds to suggestions for improvements and enhancements. Acts as team leader on projects. Instructs, assigns, directs, and checks the work of other software developers on development team. Participates in development of software user manuals.

Minimum Education: A bachelor’s degree in a business or technical field such as Information Technology, Engineering, or Computer Science. In lieu of a bachelor’s degree, six years of relevant work experience can be substituted.

Project Manager / Change Management

Minimum/General Experience: At least six years of technical experience with computer and network system architecture within a variety of Information Technology environments. Position requires excellent oral and written communication skills, with the ability to multi-task.

Functional Responsibility: As primary point of contact for the customer, the Project Manager is proficient in the latest hardware, software, and network technologies. Directs completion of complex information technology tasks within estimated timeframe and budget constraints, while oversees all project work. Schedules and assigns duties to subordinates and subcontractors and ensures assignments are completed as directed. Enforces work standards and reviews/resolves work discrepancies to ensure compliance with scope requirements.

Change Management: duties include provide strategic planning of large projects or a significant segment of a strategic planning portion of a large complex project. Provide clarifying mission statements that can be used as springboards in envisioning their desired future. Assist with the development of mission and vision statements, subsequent goal delineation, provide guidance for building operational plans and specifying measurable outcomes. Assist in preparation of key strategic planning documentation, including OMB Form 300 where needed.
Minimum Education: bachelor’s degree in a business or technical field such as Information Technology, Engineering, or Computer Science. In lieu of bachelor’s degree, six years relevant experience and/or technical certificates may be substituted.

Technical Consultant / Quality Assurance Analyst / Test Manager

Minimum/General Experience: At least three years of technical experience with computer and network system architecture within a variety of Information Technology environments. Position requires excellent oral and written communication skills, with the ability to multi-task.

Functional Responsibility: Experience in the area of independent analysis, programming, database administration, and network engineering, with complete responsibility for tasks involving design and implementation. Duties include but are not limited to the analysis of systems requirements, identification and correction of problems, the development of requirement definitions, and system integration.

Provides development of project Software Quality Assurance Plan and the implementation of procedures that conforms to the requirements of the task. Produces an independent assessment of project software development process and how it is being implemented relative to the defined process. Recommends methods to optimize the organization’s process and necessary changes. Responsible for all activities involving quality assurance and compliance with applicable regulatory requirements. Performs audits and reviews/analyzes data and documentation. Develops and implements procedures and test plans for assuring quality in a system development environment which supports large databases and applications.

Evaluates, recommends, and implements automated test tools and strategies. Designs, implements, and conducts test and evaluation procedures to ensure system requirements are met.

Minimum Education: bachelor’s degree in a technical field such as Information Technology, Engineering, or Computer Science. In lieu of bachelor’s degree, six years relevant experience and/or technical certificates may be substituted.

Technical Support / Help Desk / Hardware-Software Specialist

Minimum/General Experience: At least two years of technical experience with computer and technical support including web technology services, visualization technology services, software and systems engineering, database planning and design, business process re-engineering, records management, system acquisition support, systems analysis and design, system prototyping, testing and evaluation design support, systems integration, total computer and network services, resources and facilities management.

Functional Responsibility: The Technical Support/Help Desk staff member is responsible for performing direct support for information technology installation, containment, and help desk support related to all aspects of lessons learned and issue resolution. Individuals at this level provide substantial efforts to systems development using their knowledge of related skills. They devise new approaches to solve problems encountered and implement disciplined processes that assure compliance with company and client standards for quality performance.

Hardware/Software Support: Provides analysis related to the design, development, and implementation of hardware/software for products. Develops test strategies, devices, and systems. Performs stress and performance tests on a variety of computer hardware/software for a specified cloud computing system, software systems, hardware systems, operating systems, and/or application software.

Minimum Education: bachelor’s degree in an applicable field from an accredited institution. In lieu of a bachelor’s degree, five years of related work experience may be substituted.
Security Specialist

Minimum/General Experience: At least four (4) years of computer security experience with large enterprise networks. Position requires excellent oral and written communication skills, with the ability to multi-task.

Functional Requirements: Determine and establish enterprise information assurance and security standards. Develops and implements information assurance/security standards and procedures. Coordinates, develops, and evaluates security programs for large organizations. Recommends information assurance/security solutions to support customers’ requirements. Identifies, reports, and resolves security violations. Establishes and satisfies information assurance and security requirements based upon the analysis of user, policy, regulatory, and resource demands. Supports customers at the highest levels in the development and implementation of doctrine and policies. Applies best practices to government and commercial common user systems, as well as to dedicated special purpose systems requiring specialized security features and procedures. Performs analysis, design, and development of security features for system architectures. Analyzes and defines security requirements for computer systems which may include mainframes, workstations, and personal computers. Designs, develops, engineers, and implements solutions that meet security requirements. Provides integration and implementation of the computer system security solution. Analyzes general information assurance-related technical problems and provides basic engineering and technical support in solving these problems. Performs vulnerability/risk analyses of computer systems and applications during all phases of the system development life cycle. Ensures that all information systems are functional and secure.

Minimum Education: bachelor’s degree in a business or technical field such as Information Technology, Engineering, or Computer Science. In lieu of bachelor’s degree, six years relevant experience and/or technical certifications may be substituted.

AWARDED LABOR CATEGORY RATES

Professional IT Labor Category Rates – Effective 06/24/2011

<table>
<thead>
<tr>
<th>SIN</th>
<th>LABOR CATEGORY TITLE</th>
<th>GSA RATE w/IFF</th>
</tr>
</thead>
<tbody>
<tr>
<td>54151S</td>
<td>Subject Matter Expert I</td>
<td>$218.68</td>
</tr>
<tr>
<td>54151S</td>
<td>Subject Matter Expert II</td>
<td>$303.08</td>
</tr>
<tr>
<td>54151S</td>
<td>Subject Matter Expert III</td>
<td>$314.34</td>
</tr>
<tr>
<td>54151S</td>
<td>Senior Project Manager</td>
<td>$265.98</td>
</tr>
<tr>
<td>54151S</td>
<td>Consultant / System Architect / System Programmer</td>
<td>$217.62</td>
</tr>
<tr>
<td>54151S</td>
<td>Project Manager / Change Management</td>
<td>$169.27</td>
</tr>
<tr>
<td>54151S</td>
<td>Technical Consultant / Quality Assurance Analyst / Test Manager</td>
<td>$120.91</td>
</tr>
<tr>
<td>54151S</td>
<td>Technical Support / Help Desk / Hardware-Software Specialist</td>
<td>$107.36</td>
</tr>
<tr>
<td>54151S</td>
<td>Security Specialist</td>
<td>$210.49</td>
</tr>
</tbody>
</table>
F04. IT Software Subcategory

SIN 511210 – Software Licenses
The following manufacturers offer software products on the contract

<table>
<thead>
<tr>
<th>Manufacturer</th>
<th>Right to Copy</th>
<th>Term or Perpetual</th>
<th>Term Lic Cessation</th>
<th>Reallocation of Perpetual Lic</th>
</tr>
</thead>
<tbody>
<tr>
<td>Changepoint</td>
<td>NO</td>
<td>TERM</td>
<td>1 YR</td>
<td>N/A</td>
</tr>
<tr>
<td>Codan</td>
<td>NO</td>
<td>PERPETUAL</td>
<td>N/A</td>
<td>CONTACT MANUFACTURER</td>
</tr>
<tr>
<td>PMWeb</td>
<td>NO</td>
<td>TERM</td>
<td>1 YR</td>
<td>N/A</td>
</tr>
<tr>
<td>Thermo Labsystems</td>
<td>NO</td>
<td>PERPETUAL</td>
<td>N/A</td>
<td>CONTACT MANUFACTURER</td>
</tr>
</tbody>
</table>
Return Policy
Winvale allows customer returns based on the policies of the original product manufacturer. Winvale should be notified of any damaged or unusable item within seven (7) days of receipt of the item.

Software is not returnable if the packaging has been opened. If software was distributed electronically, it is not returnable if the software or the licenses have been downloaded.

Customers should contact their Winvale sales representative to initiate a return or for more information.

Non-Defective Items
- All returns must have an RGA number (returned goods authorization number) and are subject to a 25% administrative and processing fee.
- No returns will be accepted after 90 days elapse.
- All returns must be in original packaging and received in new and resalable condition. For applicable restocking fees consult the chart below.
- The customer pays all delivery charges for returned items.
- If you receive merchandise as a result of a Winvale error, you will be issued a credit for return shipping expense and no administrative, processing or restocking fee will be applied.

<table>
<thead>
<tr>
<th>Days Elapsed</th>
<th>Applicable Restocking Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>Within 7 days</td>
<td>No restocking fee on returned items</td>
</tr>
<tr>
<td>8 - 29 days</td>
<td>25% of price of all returned items</td>
</tr>
<tr>
<td>Over 30 days</td>
<td>50% of price of all returned items</td>
</tr>
</tbody>
</table>

Defective Items
- Your account will be credited in-full for defective merchandise that is returned within 30 days.
- Winvale will pay for the return delivery. Please contact your Winvale sales representative for prepaid delivery arrangements. The customer is responsible for properly packaging and protecting the item during its shipping back to Winvale.
### List of Authorized Manufacturers

<table>
<thead>
<tr>
<th>Company Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Beryllium LLC</td>
</tr>
<tr>
<td>Cirrus Healthcare</td>
</tr>
<tr>
<td>Changepoint / Daptiv</td>
</tr>
<tr>
<td>ClearCompany</td>
</tr>
<tr>
<td>Codan Communications</td>
</tr>
<tr>
<td>ColorTokens, Inc.</td>
</tr>
<tr>
<td>MarkMonitor, Inc.</td>
</tr>
<tr>
<td>Meltwater</td>
</tr>
<tr>
<td>Metrc LLC</td>
</tr>
<tr>
<td>Mosaic Technology / Cyabra</td>
</tr>
<tr>
<td>OpSec Security, Inc.</td>
</tr>
<tr>
<td>PMWeb, Inc.</td>
</tr>
<tr>
<td>Robotic Services, Inc.</td>
</tr>
<tr>
<td>Thermo LabSystems, Inc.</td>
</tr>
<tr>
<td>Virtual Mgr Inc.</td>
</tr>
<tr>
<td>Voyager Analytics, Inc.</td>
</tr>
<tr>
<td>C&amp;H Precision Weapons LLC</td>
</tr>
</tbody>
</table>
Commercial Supplier Agreements

The following manufacturers do not require that a Commercial Supplier Agreement be signed

- BERYLLIUM
- CIRRUS HEALTHCARE
- CLEARCOMPANY
- MARK MONITOR
- MELTWATER GROUP
- METRC, LLC
- MOSAIC TECHNOLOGY / CYABRA
- OPSEC SECURITY
- ROBOTIC SERVICES, INC.
- VIRTUAL MGR INC.
- VOYAGER ANALYTICS, INC..
- C&H PRECISION WEAPONS LLC

The following manufacturers DO require that Commercial Supplier Agreements be signed and are attached on the following pages.

- CHANGEPOINT / DAPTIV
- CODAN
- COLORTOKENS
- PMWEB
- THERMO LABSYSTEMS, INC.
- ZOOMINFO TECHNOLOGIES LLC
LICENSE AGREEMENT
License Agreement No.: _______________

This License Agreement is between Changepoint Canada ULC ("Changepoint") and Licensee:
Licensee: ____________________________
Street Address: _________________________
City: __________________ State: ____ Zip: ______

1. DEFINITIONS
The following terms shall have the meanings set forth below, unless otherwise indicated:

(a) “Agreement” means this License Agreement, including Product Schedules and written amendments that have been signed by both parties.

(b) “Concurrent User(s)” means the maximum number of users who are licensed to access the Software at any given time.

(c) “Documentation” means the technical specifications contained in the user and system documentation that are made generally available to Changepoint’s licensees.

(d) “Licensed Computer(s)” means the designated processing unit(s) owned or leased by Licensee, upon which the Software is licensed to operate.

(e) “Licensed Location(s)” means the physical location(s) at which the Software is licensed to operate, as set forth on the Product Schedule.

(f) “Named Users” means the maximum number of identified individual computers on which Users are authorized to access the Software.

(g) “Product Schedule” means each Changepoint ordering document signed by the duly authorized representatives of both parties, which identifies the Software or services ordered by Licensee from Changepoint and which incorporates the terms and conditions of this Agreement by reference.

(h) “Software” means the proprietary software product(s) provided in machine-readable object code form, including any related Documentation, governed under this Agreement.

(i) “Users” means Named or Concurrent Users, as applicable.

2. LICENSE GRANT
(a) Changepoint hereby grants to Licensee a non-exclusive, non-transferable, perpetual, unless otherwise noted, license to install and use the Software set forth in the applicable Product Schedule in accordance with the Documentation, solely for Licensee’s own internal business operations, and in accordance with the scope and type of use set forth in such Product Schedule. Licensee’s use rights in Software shall include any Licensee subsidiary which is greater than fifty (50%) percent owned by Licensee provided such subsidiary agrees to comply with the terms and conditions of this Agreement.

(b) The Software may be used only by Licensee, for the benefit of Licensee, to process Licensee’s own data for Licensee’s own internal operations. The Software may also be used by Licensee contractors under obligation of non-disclosure solely for the benefit of Licensee. Licensee shall ensure that each person authorized to use the Software under the terms of this Agreement is informed of and agrees to conform to the obligations of the Licensee hereunder. Licensee may not use the Software to offer data processing services to third parties, including but not limited to outsourcing or service bureau use. Licensee may not use the Software in contravention of any applicable laws or government regulations.

(c) Licensee may use the Software temporarily on an alternate processing unit other than the Licensed Computer for a reasonably necessary period while the Licensed Computer is inoperable due to a disaster. Any other use on an alternate processing unit requires Changepoint’s prior written approval.

3. PAYMENTS
Licensee shall pay Changepoint the amounts set forth on any invoice resulting from this Agreement within thirty (30) days of the date of the invoice. Changepoint may impose a late payment charge equal to the lesser of 1 ½% per month or the maximum rate allowed by law. The parties agree that this paragraph shall override and supersede any provision to the contrary set forth on a purchase order or invoice.

4. TITLE, PROPRIETARY RIGHTS
(a) Title and full ownership rights to the Software and all intellectual property rights therein including patent, copyright, trademark and trade secret rights shall remain with Changepoint. Changepoint reserves all rights granted to it under copyright, patent and other intellectual property laws.

(b) Licensee shall not sublicense, distribute, modify, create derivative works or reverse engineer the Software. Licensee shall not make copies or reproductions of the Software, except for copies solely for internal archive and backup purposes. Such copies shall display all Changepoint legends and notices. At Changepoint’s request, not to exceed more than once per calendar year, Licensee shall certify in writing that the Software is being used in compliance with this Agreement. If Licensee’s use of the Software is found to be greater than contracted for, Licensee will be invoiced for the additional licenses and the unpaid license fees shall be payable in accordance with this Agreement.

5. TAXES AND DUTIES
Licensee shall be responsible for taxes levied on any transaction under this Agreement, including but not limited to all federal, state, and local taxes, levies and assessments, excluding any tax based on Changepoint’s income.

6. ASSIGNMENT
Licensee shall not assign or transfer this Agreement, the use of the Software or its rights or obligations under this Agreement without the prior written consent of Changepoint.

7. INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS
(a) In the event an intellectual property right claim is brought against Licensee for use of the Software, Changepoint agrees to indemnify Licensee, provided Licensee (i) gives Changepoint prompt written notice of such claim, (ii) permits Changepoint to solely defend and/or settle the claim, and (iii) provides reasonable assistance in defending and/or settling the claim. In the defense or settlement of such claim, Changepoint may, at its option (i) obtain for Licensee the right to continue using the Software, (ii) replace or modify the Software so that it avoids such claim, or if such remedies are not reasonably available, (iii) accept the return of the infringing Software and provide Licensee with a refund of the license fees paid for the infringing Software pro-rated equally over a sixty (60) month period from the date of delivery of the Software. Changepoint shall have no liability if the claim is based on (i) an unauthorized modification of the Software or (ii) use of the Software other than as authorized under this Agreement.
8. LIMITED WARRANTIES AND REMEDIES

(a) Changepoint warrants and represents that at the time of delivery and for a period of ninety (90) days thereafter: (i) the Software will operate in substantial accordance with the Documentation, and (ii) the Software media will be free of defects in material and workmanship under normal use.

(b) CHANGEPONT HEREBY DISCLAIMS, ALL OTHER WARRANTIES WHETHER WRITTEN, ORAL, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

9. LIMITATION OF LIABILITY

(a) EXCEPT AS PROVIDED IN SECTION 7 OF THIS AGREEMENT, THE ENTIRE LIABILITY OF CHANGEPONT AND LICENSEE’S EXCLUSIVE REMEDY FOR DAMAGES FROM ANY CAUSE RELATED TO OR ARISING OUT OF THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE, WILL NOT EXCEED THE LICENSE FEES PAID BY LICENSEE FOR THE SOFTWARE THAT IS THE SUBJECT MATTER OF SUCH ACTION, PRO-RATED EQUALLY OVER A SIXTY (60) MONTH STRAIGHT LINE DEPRECIATION AS OF THE DATE OF DELIVERY OF THE SOFTWARE.

(b) IN NO EVENT WILL CHANGEPONT BE LIABLE FOR (i) INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES; (ii) LOSS OF OR DAMAGE TO LICENSEE’S DATA FROM ANY CAUSE, INCLUDING WITHOUT LIMITATION LOSS OF USE, REVENUES, PROFITS OR SAVINGS, EVEN IF CHANGEPONT KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, EXCEPT AS PROVIDED IN SECTION 7 ABOVE. IN NO EVENT WILL CHANGEPONT BE LIABLE FOR ANY CLAIMS, DEMANDS OR ACTIONS, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, AGAINST LICENSEE BY ANY THIRD PARTY.

10. MAINTENANCE SERVICE

(a) Maintenance Service will be provided at no additional charge for the period, if any, stated in the applicable Product Schedule(s).

(b) If Licensee is current in the payment of all license and Maintenance Service fees, Changepoint will make available the following Maintenance Service ("Maintenance Service"):

(i) maintain the Software in an operable condition in substantial accordance with the then-current Documentation;
(ii) telephone technical support;
(iii) Changepoint-designated updates and enhancements to the Software that Changepoint generally makes available without charge to other Licensees of the Software under Maintenance Service; and
(iv) use commercially reasonable efforts to provide correction, replacement or other services for a defect.

(c) Maintenance Service may be automatically renewed on an annual basis unless Licensee provides written notice to Changepoint to discontinue Maintenance Service at least sixty (60) days prior to the renewal date. If Licensee discontinues Maintenance Service, and thereafter elects to reinstate Maintenance Service, Changepoint’s then-current maintenance rates and terms shall apply. Changepoint reserves the right to suspend Maintenance Service if Licensee fails to pay.

11. DEFAULT

Either party may terminate the Agreement if the other fails to cure a default within thirty (30) days of written notice. Changepoint may immediately terminate the Agreement for a violation of Changepoint’s intellectual property rights. Any terms of this Agreement which by their nature extend beyond its termination shall remain in effect. Upon termination of this Agreement, Licensee shall immediately either destroy or return the Software to Changepoint and certify in writing to Changepoint that all copies of the Software are no longer in use.

12. CONFIDENTIALITY

(a) Each party will regard any information provided to it by the other party and designated in writing as proprietary or confidential to be confidential ("Confidential Information"). Confidential Information shall also include all information which, to a reasonable person, is of a confidential or proprietary nature. A party will not disclose the other party’s Confidential Information to any third party without the prior written consent of the other party, nor make use of any of the other party’s Confidential Information except in its performance under this Agreement. Each party accepts responsibility for the actions of its agents or employees and shall protect the other party’s Confidential Information in the same manner as it protects its own valuable confidential information, but in no event shall less than reasonable care be used. The parties expressly agree that the Software and the terms and pricing of this Agreement are the Confidential Information of Changepoint. Licensee will not remove or destroy any proprietary markings or restrictive legends placed upon or contained in the Software. A receiving party shall promptly notify the disclosing party upon becoming aware of a breach or threatened breach hereunder, and shall cooperate with any reasonable request of the disclosing party in enforcing its rights.

(b) Information will not be deemed Confidential Information hereunder if such information: (a) is known prior to receipt from the disclosing party, without any obligation of confidentiality; (b) becomes known to the receiving party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party; (c) lawfully becomes publicly known or otherwise publicly available, except through a breach of this Agreement; or (d) is independently developed by the receiving party. The receiving party may disclose Confidential Information pursuant to the requirements of applicable law, legal process or government regulation, provided that it gives the disclosing party reasonable prior written notice to permit the disclosing party to contest such disclosure, and such disclosure is otherwise limited to the required disclosure.

13. NOTICES

Any demand, notice, consent, or other communication required by this Agreement must be given in writing and shall be deemed delivered upon receipt when delivered personally or upon confirmation of receipt following delivery by internationally recognized overnight courier service to the addresses specified on the applicable ordering document (Product Schedule, quote or purchase order).

14. GOVERNING LAW

This Agreement shall be interpreted and enforced in accordance with the laws of the Province of Ontario. Enforcement of this Agreement or any provision herein will be brought exclusively in the state or federal courts located in the Province on Ontario and the parties agree to submit to the jurisdiction thereof.

15. EXPORT CONTROLS

Licensee acknowledges that this Software is subject to the U.S. Export Administration Regulations (the “EAR”) and Licensee will comply with the EAR. Licensee shall not export or re-export this Software, directly or indirectly, to: (1) any countries that are subject to US export restrictions; (2) any end user who Licensee knows or has reason to know will utilize them in the design,
development or production of nuclear, chemical or biological weapons, or rocket systems, space launch vehicles, and sounding rockets, or unmanned air vehicle systems; or (3) any end user who has been prohibited from participating in the US export transactions by any federal agency of the US government. In addition, Licensee is responsible for complying with any applicable local laws regarding export or use of this Software.

16. UNITED STATES GOVERNMENT RIGHTS
The Software is a "Commercial Item," as that term is defined in 48 C.F.R. 2.101 (Oct. 1995), and is comprised of "commercial computer software" and "commercial computer software documentation". If acquired by or on behalf of a civilian agency, the U.S. Government acquires this commercial computer software and/or commercial computer software documentation subject to the terms of this License as specified in 48 C.F.R. 12.212 (Computer Software) and 12.211 (Technical Data), as well as Part 27.405(b)(2) of the Federal Acquisition Regulation ("FAR") and its successors. If acquired by or on behalf of any agency within the Department of Defense ("DOD"), the U.S. Government acquires this commercial computer software and/or commercial computer software documentation subject to the terms of this License as specified in 48 C.F.R. 227.7202-3 of the DOD FAR Supplement ("DFARS") and its successors. This U.S. Government Rights clause is in lieu of, and supersedes, any other FAR, DFARS, or other clause or provision that addresses Government rights in computer software or technical data under this License. Any restrictive markings or legends on the software shall not be removed by any party.

17. ENABLEMENT ASSISTANCE
Changepoint retains full rights of ownership and use in: 1) any programs, products or methodologies of Changepoint created by Changepoint prior to or independently of the services contemplated herein ("Pre-existing Works"); and 2) all programs, products, methodologies, processes, techniques, ideas, concepts, trade secrets, and know-how, which may be created or developed in connection with the services and are modifications and/or derivatives of Changepoint's Pre-existing Works. Licensee must schedule any enablement assistance included on a Product Schedule within twelve (12) months of the order date or will forfeit the right to those services without refund. During the term of enablement assistance and for 12 months thereafter, both parties agree not to solicit or retain any employee of the other party who was engaged with or interacted with the other party pursuant to the enablement assistance. The foregoing provision will not prohibit: i) general solicitations of employment in any public media; and ii) any individual responses or hiring decisions thereto.

18. EVALUATION COPY
This section shall only apply if the Software has been provided for Licensee's evaluation of the Software ("Evaluation Copy"). An Evaluation Copy is deemed to be Software subject to all restrictions hereunder with the added restrictions that any such Software shall be considered to be provided for evaluation purposes only, shall not be put into productive use, and shall not be included as part of Licensee's business processes in any manner, unless and until such software programs are licensed and paid for by Licensee. The Evaluation Copy is provided AS IS, with no warranties, express or implied, for the sole and exclusive purpose of enabling Licensee to evaluate the Software. The Evaluation Copy will automatically time-out at the end of the evaluation period. If Licensee elects to continue to use the Software at the end of the evaluation period, Licensee must contact a Changepoint representative.

19. ENTIRE AGREEMENT
This Agreement is the complete statement of the understanding between the parties, and supersedes all prior proposals and other communications between the parties. Performance of any obligation required by a party hereunder may be waived only by a written waiver signed by an authorized representative of the other party. Failure or delay by either party in exercising any right or remedy will not constitute a waiver. In the event that any provision of this Agreement shall be declared invalid, the entire Agreement shall not fail on its account, and that provision shall be severed, with the balance of this Agreement continuing in full force and effect. The terms and conditions contained in any purchase order issued by Licensee shall be of no force or effect, even if the order is accepted by Changepoint. This Agreement shall supersede all terms of any unsigned, shrink-wrap or click-wrap license included in any package, media or electronic version of the software and any such software shall be licensed under the terms of this Agreement. In the event of a conflict in terms among the Agreement and a Product Schedule, the Product Schedule shall control. Licensee is an independent contractor and nothing in this Agreement shall be construed to create a partnership, joint venture or agency relationship between Changepoint and Licensee. Certain Software contains product security measures which may include password protection, anti-copying subroutines or other security measures designed to restrict the installation and/or usage of the Software to the licensed configuration.

Agreed By Changepoint Canada ULC:

Authorized Signature

Name

Title

Date

Agreed By LICENSEE:

Authorized Signature

Name

Title

Date
CHANGEPONT HOSTED SUBSCRIPTION AGREEMENT

This Changepoint Hosted Subscription Agreement ("Agreement") is entered into by and between Changepoint (Canada) ULC, a Delaware limited liability company with its principal place of business at the address identified above ("Changepoint"), and (Customer Name) ("Customer"), a (State of Incorporation) (Company Type), with its principal place of business at the address identified below. This Agreement (which includes the attached Changepoint Terms and Conditions and associated attachments and exhibits) sets forth the terms and conditions under which Changepoint agrees to provide, and Customer agrees to obtain, access to the Changepoint technologies, online services and database described herein.

1. CONSTRUCTION. Capitalized terms (whether in the singular or plural) shall have the meanings assigned in the text of this Agreement, including the initial order set forth in Exhibit B (the "Order"), and its exhibits and addenda.

2. SOFTWARE AS A SERVICE.

2.1 Access. Commencing on the Effective Date of this Agreement, Changepoint shall make available to Customer the unique instance of the Changepoint software identified in the Order for use by the number of Authorized Users specified in the Order (the "Service") under the terms of this Agreement. The Service, as initially made available to Customer, shall conform, in all material respects, to the Functionality Specifications in Exhibit A.

2.2 Rights to the Service. Subject to the terms and conditions of this Agreement, Changepoint hereby grants Customer a non-exclusive, non-transferable, worldwide right during the Term to access the Service and permit the number of individual users specified in the Order to use the Service solely for Customer’s own internal business purposes ("Authorized Users"). Unless otherwise specified, the term “quantity” as used in the Order refers to the number of Authorized Users that are permitted to access the associated product or service.

2.3 Updates. At no charge to Customer, Changepoint shall install on its servers any software updates deemed reasonably necessary to address errors, bugs or other performance issues in the Service (collectively, "Updates"). Updates (if any) shall be subject to the same terms and conditions of this Agreement.

2.4 Restrictions and Conditions. Customer shall not, directly, indirectly or through its Authorized Users, employees and/or the services of independent contractors: (a) attempt to sell, transfer, assign, rent, lend, lease, sublicense or otherwise provide third parties rights to the Service; (b) "frame," "mirror," copy or otherwise enable third parties to use the Service (or any component thereof) as a service bureau or other outsourced service; (c) allow access to the Service by multiple individuals impersonating a single end user; (d) use the Service in a manner that interferes with, degrades, or disrupts the integrity or performance of any Changepoint technologies, services, systems or other offerings, including data transmission, storage and backup; (e) use the Service for the purpose of developing a product or service that competes with the Changepoint online products and services; (f) circumvent or disable any security features or functionality associated with Service; or (g) use the Service in any manner prohibited by law.

2.5 Reservation of Rights. All rights not expressly granted to Customer are reserved by Changepoint, its suppliers and licensors.

2.6 Return of Hosted Data. If requested by Customer within thirty (30) days of the expiration or termination of this Agreement, Changepoint shall make available to Customer all Customer data stored within the Service at the time of expiration or termination. Thirty (30) days after termination, Changepoint shall have no further obligation to Customer and may, at its option, permanently delete or destroy the Service and all information and materials contained therein. Changepoint will make transition services available to Customer at Changepoint’s then current rates for such services in order to reasonably assist Customer in transitioning its data into other proprietary formats, however Changepoint does not warrant that the data format used by Changepoint will be the same or directly interoperable with other software used by Customer.

2.7 Delivery of Service and Materials. The Service, and any updates or maintenance releases thereof, shall be made available only on a hosted basis, and will not be delivered in object code or physical media to Customer. The Service, and any deliverables provided under this Agreement will be delivered only through an electronic transfer.

3. SERVICES. Additional support services, including custom configuration, consulting, report development, training and system integration, may be separately purchased from Changepoint under the terms of an addendum to this Agreement. For clarity, Changepoint has no obligation to support Customer’s own technology, internal infrastructure, provide free training, or provide consulting on customer created content such as views, reports, and configurations or third party technologies and services unless agreed to in writing via an approved sales agreement and or statement of work.

Changepoint Hosted Subscription Agreement
Confidential
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4. CUSTOMER OBLIGATIONS.

4.1 Fees and Payment Terms. In consideration of the rights granted herein, Customer shall pay Changepoint the amounts specified in the Order located in Exhibit B, separately attached and incorporated herein to the Agreement (“Fees”) for the number of Authorized Users permitted to access the Service.

(a) Fees are exclusive of any applicable sales, use, import or export taxes, duties, fees, value-added taxes, tariffs or other amounts attributable to Customer’s execution of this Agreement or use of the Service (collectively, “Sales Taxes”). Customer shall be solely responsible for the payment of any Sales Taxes. In the event Changepoint is required to pay Sales Taxes on Customer’s behalf, Customer shall promptly reimburse Changepoint for all amounts paid.

(b) All amounts shall be paid to Changepoint within thirty (30) days of receipt of an undisputed invoice. An invoice shall be deemed undisputed if, within such thirty (30) day period, Customer fails to notify Changepoint in writing of any disputed amounts.

(c) Fees not paid when due shall be subject to a late fee equal to one and one half percent (1.5%) of the unpaid balance per month or the highest monthly rate permitted by applicable law. Changepoint further reserves (among other rights and remedies) the right to suspend access to the Service. Amounts payable to Changepoint shall continue to accrue during any period of suspension and must be paid as a condition precedent to reactivation, which reactivation is at the sole discretion of Changepoint.

(d) Customer shall pay additional Fees and Sales Taxes in the event the number of actual users exceeds the maximum number of individual end users permitted to use the Service under this Agreement.

(e) All prices and other payment terms are confidential information of Changepoint and Customer agrees not to disclose such information to any third party throughout the Term and for three (3) years thereafter.

(f) Except as otherwise specified in this Agreement, fees are based on services purchased and not actual usage, payment obligations are non-cancelable, fees paid are non-refundable, and the scope of the subscription cannot be decreased during the relevant subscription term.

4.2 Compliance with Laws. The Changepoint software and Service are of U.S. origin. Customer shall adhere to all applicable state, federal, local and international laws and treaties in all jurisdictions in which Customer uses the Service, including all end-user, end-use and destination restrictions issued by U.S. and other governments and the U.S. Export Administration Act and its associated regulations. Customer will not upload any data or information to the Service for which Customer does not have full and unrestricted rights. Notwithstanding anything to the contrary in this Agreement or any other agreement

between the parties, Customer will not upload any data or information that is subject to government regulation, including without limitation, protected health information regulated under the Health Insurance Portability and Accountability Act of 1996 or sensitive financial information regulated under the Gramm-Leach-Bliley Act of 1999.

5. TERM AND TERMINATION.

5.1 Term. Unless otherwise specified in the Order, the initial term of this Agreement will begin on the Effective Date and shall continue thereafter until the End Date specified in the Order (the “Initial Term”), and shall thereafter automatically renew for additional periods of one (1) year unless either party provides written notice of its intention not to renew to the other party at least sixty (60) days prior to expiration of the current term (each a “Renewal Term,” and collectively together with the Initial Term, the “Term”). If no End Date is specified in the Order, the End Date will be one year from the Effective Date of this Agreement.

5.2 Termination. Either party may terminate this Agreement if the other party materially breaches this Agreement and such breach has not been cured within thirty (30) days of providing notice thereof.

5.3 Effect of Termination. Upon expiration or termination for any reason, Customer shall discontinue all use of the Service, and return any and all software and documentation provided to Customer by Changepoint.

6. INDEMNIFICATION.

6.1 Customer. Customer shall indemnify and hold Changepoint, its suppliers and licensors harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including reasonable attorneys’ fees and costs) arising out of or in connection with a claim which, if true, would constitute a breach of Customer’s obligations under Section 2 or 4 of this Agreement. In the event Changepoint is required to seek legal remedies to enforce collection of any amounts due under this Agreement, Customer agrees to reimburse for all additional costs associated with collection of that past due amount, including reimbursement of collection and attorney’s fees.

6.2 Changepoint. Changepoint shall indemnify and hold Customer harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys’ fees and costs) arising out a third party claim that the Service infringes or misappropriates any U.S. patents issued as of the Effective Date or any copyright or trade secret of any third party during the term of this Agreement. Changepoint shall have no indemnification obligation, and Customer shall indemnify Changepoint pursuant to this Agreement, for claims of infringement arising from the combination of Service with any unique aspects of Customer’s business, for instance Customer’s content, products, services, hardware or business processes, or for
any use of the Service or any Changepoint software not expressly authorized herein.

6.3 Process. A party seeking indemnification hereunder shall promptly notify in writing the other party of any claim for which defense and indemnification is sought. Each party agrees that it will not, without the other’s prior written consent, enter into any settlement or compromise of any claim that: (a) results, or creates a likelihood of a result, that in any way diminishes or impairs any right or defense that would otherwise exist absent such settlement or compromise; or (b) constitutes or includes an admission of liability, fault, negligence or wrongdoing on the part of the other party. Each indemnifying party has the sole right to control the defense of any claim for which it is providing indemnification hereunder with counsel mutually acceptable to the parties. The indemnified party may, at its own expense, participate in the defense of any such claim.

7. WARRANTY/ LIABILITY/ TOTAL LIABILITY.

7.1 Disclaimer. THE SERVICE AND ANY CHANGEPOT TRAINING, INSTRUCTION AND SUPPORT OR OTHER SERVICES PROVIDED IN CONNECTION WITH THIS AGREEMENT (COLLECTIVELY, “SERVICES”) ARE PROVIDED STRICTLY ON AN “AS IS” BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, OR SATISFACTORY RESULTS ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY CHANGEPOT, ITS SUPPLIERS AND ITS LICENSORS.

7.2 CUSTOMER ACKNOWLEDGES AND AGREES THAT SERVICE MAY BE SUBJECT TO INTERRUPTION, LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF INTERNET APPLICATIONS AND ELECTRONIC COMMUNICATIONS. CHANGEPOT IS NOT RESPONSIBLE FOR ANY SUCH DELAYS, DELIVERY FAILURES, OR ANY OTHER DAMAGE RESULTING FROM EVENTS BEYOND CHANGEPOT’S REASONABLE CONTROL, WITHOUT REGARD TO WHETHER SUCH EVENTS ARE REASONABLY FORESEEABLE BY CHANGEPOT.

7.3 Limitation. CUSTOMER’S EXCLUSIVE REMEDY AND CHANGEPOT’S, ITS SUPPLIERS’ AND LICENSORS’ TOTAL AGGREGATE LIABILITY RELATING TO, ARISING OUT OF, IN CONNECTION WITH, OR INCIDENTAL TO THIS AGREEMENT, WHETHER FOR BREACH OF CONTRACT, BREACH OF WARRANTY, INDEMNIFICATION OR ANY OTHER CLAIM SHALL BE LIMITED TO THE ACTUAL DIRECT DAMAGES INCURRED BY CUSTOMER, UP TO THE LESSER OF TEN THOUSAND U.S. DOLLARS ($10,000.00) OR THE AGGREGATE AMOUNTS PAID BY CUSTOMER AND RECEIVED BY CHANGEPOT HEREUNDER. THE EXISTENCE OF MULTIPLE CLAIMS OR SUITS UNDER OR RELATED TO THIS AGREEMENT WILL NOT ENLARGE OR EXTEND THIS LIMITATION OF DAMAGES. CUSTOMER HEREBY RELEASES CHANGEPOT, ITS SUPPLIERS AND LICENSORS FROM ALL OBLIGATIONS, LIABILITY, CLAIMS OR DEMANDS IN EXCESS OF THIS LIMITATION. THE PROVISIONS OF THIS SECTION DO NOT WAIVE OR LIMIT CHANGEPOT’S ABILITY TO OBTAIN INJUNCTIVE OR OTHER EQUIVAlENT RELIEF FOR BREACH OF THIS AGREEMENT.

7.4 Exclusion of Certain Damages and Limitations of Types of Liability. IN NO EVENT WILL CHANGEPOT BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR PUNITIVE DAMAGES, OR LOST PROFITS OR LOST REVENUE ARISING OUT OF OR RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT OR THE USE OF OR INABILITY TO USE THE SERVICE. THE FOREGOING EXCLUSION AND LIABILITY LIMITATIONS APPLY EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IN THE EVENT OF STRICT OR PRODUCT LIABILITY.

7.5 Interpretation. The limitations in sections 7.3 and 7.4 are independent of each other. The limitation of damages set forth in section 7.3 shall survive any failure of essential purpose of the limited remedy in section 7.4.

8. NOTICES AND REQUESTS. Either party may give notice to the other party by means of electronic mail to the primary contact designated on the Order or by written communication sent by first class mail or pre-paid post, either of which shall constitute written notice under this Agreement. In the event Customer desires to increase the number of Authorized Users permitted to use the Service during the Term, Customer may purchase such rights via telephone, facsimile or e-mail. An e-mail or other writing from Changepoint confirming such order shall be deemed sufficient to modify the quantity of Authorized Users set forth in the Order. All additional access licenses purchased by Customer during the Term shall be subject to the terms of this Agreement. For clarity, in no event shall any other term or provision of this Agreement be deemed modified, amended or altered as a result of such purchase and all other changes to this Agreement shall be governed by terms of Section 9, below.

9. ADDITIONAL TERMS. With the exception of additional Authorized Users obtained by Customer under Section 8, Changepoint shall not be bound by any subsequent terms, conditions or other obligations included in any Customer purchase order, receipt, acceptance, confirmation or other correspondence from Customer unless expressly assented to in writing by Changepoint and counter-signed by its authorized agent. The parties may supplement the terms of this Agreement at any time by signing a written addendum, which shall be deemed incorporated by this reference upon execution. The terms of any addendum shall control any conflicting terms in this Agreement. Unless expressly stated otherwise in an applicable addendum, all addenda shall terminate upon the expiration or termination of this Agreement.
10. GENERAL. This Agreement shall be governed by Washington law and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction to the contrary, and any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the Service shall be subject to the exclusive jurisdiction of the state and federal courts located in Seattle, Washington. No joint venture, partnership, employment, agency or exclusive relationship exists between the parties as a result of this Agreement or use of the Service. The failure of Changepoint to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision. All disclaimers, limitations, payment obligations and restrictions of warranty shall survive termination of this Agreement, as well as the provisions of this "General" section shall survive termination of this Agreement. If any part of this Agreement is found to be illegal, unenforceable, or invalid, Customer’s right to use the Service will immediately terminate, except for those provisions noted above which will continue in full force and effect. This Agreement, together with its following exhibits, comprises the entire agreement between Customer and Changepoint, and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein:

- EXHIBIT A: FUNCTIONALITY SPECIFICATIONS
- EXHIBIT B: ORDER

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree to enter into this Hosted Subscription Agreement as of the latter of the two signature dates, below (the "Effective Date").

**Acknowledge and Agreed:**

{Customer Name}

Signature __________________________________________________________________________

Name ________________________________________________________________________________

Title _______________________________________________________________________________

Date _______________________________________________________________________________

Changepoint (Canada) ULC

Signature __________________________________________________________________________

Name ______________________________________________________________________________

Title ______________________________________________________________________________

Date _______________________________________________________________________________
CHANGEPOINT HOSTED SUBSCRIPTION AGREEMENT

EXHIBIT A

FUNCTIONALITY SPECIFICATIONS
Customer Information
Company Name: 
Primary Contact Name: 
Primary Contact Phone: 
Primary Contact Email Address: 
Ship To: 

Bill To: 

Changepoint Information
Account Executive: 
Customer Success Representative: 
Main Telephone: 206.341.9117 
Fax: 206.341.9123 

Changepoint Offering - Products & Services

<table>
<thead>
<tr>
<th>Products / Services</th>
<th>Unit Price</th>
<th>Quantity</th>
<th>Service End Date</th>
<th>Total Price</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Order</td>
<td></td>
<td></td>
<td></td>
<td>$</td>
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</table>

Special Invoicing Terms:
Purchase Order and Accounting Information
(The following information is to be completed by the Customer.)

Does the Billing Company require a Purchase Order (PO) for the purchase or payment of the products on this Hosted Subscription Agreement?

Please select*:

[ ] No
[ ] Yes

If yes, please complete the following*:

PO Number

PO Amount

Also, please identify the individual or group who should receive electronic copies of all invoices:

Accounting Contact:* 
Name:
Email:
Phone:

*Required.
End User License Agreement

Redistribution or Rental Not Permitted

These Terms apply to the Codan MT-4E RSS D&D Version 1.7.7.0 (the “Product”).

THE ORDERING ACTIVITY LICENSING THE PRODUCT (“LICENSEE”) IS CONSENTING TO BE A PARTY TO THIS AGREEMENT AND TO BE BOUND BY ITS TERMS AND CONDITIONS. IF LICENSEE DOES NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, THE LICENSEE MUST NOT INSTALL OR USE THE PRODUCT AND (IF APPLICABLE) THE PRODUCT MUST BE RETURNED TO THE PLACE WHERE THE LICENSEE OBTAINED IT, FOR A REFUND.

1. License Agreement

In this Agreement “Licensor” shall mean Daniels Electronics Ltd. doing business as Codan Radio Communications (“Codan”) except under the following circumstances:

(a) if Licensee acquired the Product as a bundled component of a third party product or service, then such third party shall be Licensor; and

(b) if any third party software is included as part of the default installation and no license is presented for acceptance the first time that third party software is invoked, then the use of that third party software shall be governed by this Agreement, but the term “Licensor”, with respect to such third party software, shall mean the manufacturer of that software and not Codan.

2. Licensee Grant

Licensor grants Licensee a non-exclusive and non-transferable license to reproduce and use for internal business purposes the executable code version of the Product, provided any copy must contain all of the original proprietary notices. This license does not entitle Licensee to receive from Codan hard-copy documentation, technical support, telephone assistance or enhancements or updates to the Product. Licensee may not customize the Product unless Licensor has given its express written consent, and then only to the extent permitted in the consent, as applicable. Licensee may not redistribute the Product unless Licensee has separately entered into a distribution agreement with Codan.

AMBE+2 TM voice coding technology may be embodied in the communications equipment using the Product and is protected by intellectual property rights including patent rights, copyrights and trade secrets of Digital Voice Systems, Inc. This voice coding technology is licensed solely for use within the communications equipment for which the Product is supplied. The Licensee is expressly prohibited from attempting to extract, remove, decompile, reverse engineer or disassemble the object code or in any other way convert the object code into a human-readable form. Applicable patents include U.S. patent numbers 5,870,405; 5,826,222, 5,754,974; 5,701,390; 5,715,365; 5,649,050; 5,630,011; 5,581,656; 5,517,511; 5,491,772; 5,247,579; 5,226,084 and 5,195,166.

3. Restrictions

Except as otherwise expressly permitted in this Agreement, Licensee may not:

(a) modify or create any derivative works of the Product or documentation, including translation or localization;
(b) decompile, disassemble, reverse engineer, or otherwise attempt to derive the source code for the Product (except to the extent applicable laws specifically prohibit such restriction);
(c) redistribute, encumber, sell, rent, lease, sublicense or otherwise transfer rights to the Product outside of the United States of America and Licensee’s organization;
(d) remove or alter any trade mark, logo, copyright or other proprietary notices, legends, symbols or labels in the Product; or
(e) publish any results of benchmark tests run on the Product to a third party without Codan’s prior written consent.

4. Proprietary Rights
Title, ownership rights and intellectual property rights in the Product shall remain in Codan and/or its suppliers. Licensee acknowledges such ownership and intellectual property rights and will not take any action to jeopardize, limit or interfere in any manner with Codan’s or its suppliers’ ownership of or rights with respect to the Product. The Product is protected by copyright and other intellectual property laws and by international treaties. Title and related rights in the content accessed through the Product is the property of the applicable content owner and is protected by applicable law. The license granted under this Agreement gives Licensee no rights to such content.

5. Warranty

The Product is only for programming the frequency 929.0625MHz of Licensee UR-4E950-00 Receiver Modules. Beginning on the date of acceptance and continuing for a period of sixty (60) days, Licensor warrants and implies that the software and product delivered to the Licensee under the purchase order and this Agreement are merchantable and fit for use for the particular purpose described in the Licensee’s purchase order. Should the product prove defective in any respect during the warranty period, Licensor assumes the entire cost of any service and repair. The security mechanisms implemented by the Product have inherent limitations, and Licensee must determine that the Product sufficiently meets its requirements before purchasing.

6. Limitation of Liability

To the maximum extent permitted by applicable law, in no event will Licensor or its suppliers or resellers be liable for any indirect, special, incidental or consequential damages arising out of the use of or inability to use the Product, including, without limitation, damages for loss of goodwill, work stoppage, computer failure or malfunction, or any and all other commercial damages or losses, even if advised of the possibility thereof, and regardless of the legal or equitable theory (contract, tort or otherwise) on which the claim is based. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so this exclusion and limitation may not be applicable. Supplier is not responsible for any liability arising out of content provided by Licensee or a third party that is accessed through the Product and/or any material linked through such content.


Licensee agrees to comply with all export laws and restrictions and regulations of the United States, and not to export or re-export the Product or any direct product thereof in violation of any such restrictions, laws or regulations, or without all necessary approvals. As applicable, each party shall obtain and bear all expenses relating to any necessary licenses and/or exemptions with respect to its own export of the Product. By downloading or using the Product, Licensee agrees to the foregoing and represents and warrants that it complies with these conditions. If the Product is identified as being not-for-export (for example, on the box, media or in the installation process), then, unless Licensee has an exemption from the United States government, the following applies: Except for export to Canada for use in Canada by Canadian citizens, the Product and any underlying encryption technology may not be exported outside the United States or to any foreign entity or “foreign person” as defined by U.S. Government regulations, including without limitation, anyone who is not a citizen, national or lawful permanent resident of the United States. By downloading or using the Product, Licensee agrees to the foregoing and warrants that it is not a “foreign person” or under the control of a “foreign person”.

8. U.S. Government End-Users

The Product qualifies as a “commercial item” as that term is defined at Federal Acquisition Regulation (“FAR”) (48C.F.R.) 2.101, consisting of “commercial computer software” and “commercial computer software documentation” as such terms are used in FAR 12.212. Consistent with FAR 12.212 and DoD FAR Supp. 227.7202-1 through 227.7202-4, and notwithstanding any other FAR or other contractual clause to the contrary in any agreement into which this Agreement may be incorporated, the Licensee may provide to a U.S. Government end
user or, if this Agreement is direct, a U.S. Government end user will acquire the Product with only those rights set forth in this Agreement. Use of the Product constitutes agreement by the U.S. Government that the Product is “commercial computer software” and “commercial computer software documentation” and constitutes acceptance of the rights and restrictions set out in this Agreement.

9. High Risk Activities

The Product is not fault-tolerant and is not designed, manufactured or intended for use or resale as online control equipment in hazardous environments requiring fail-safe performance in which the failure of the Product could lead directly to death, personal injury or severe physical or environmental damage (“High Risk Activities”). Accordingly, Licensor and its suppliers specifically disclaim any express or implied warranty of fitness for High Risk Activities. Licensee agrees that Licensor and its suppliers will not be liable for any claims or damages arising from the use of the Product in such applications.

10. Miscellaneous

(1) This Agreement may be amended only by a writing signed by the GSA Contracting Officer and the GSA Multiple Award Schedule Contractor acting on behalf of Codan Radio Communications.

(2) If any provision in this Agreement should be held illegal or unenforceable by a court having jurisdiction, such provision shall severed from this Agreement and other provisions of this Agreement shall remain in full force and effect.

(3) The controlling language of this Agreement is English. If Licensee has received a translation into another language, it has been provided for Licensee’s convenience only.

(4) A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, shall not waive such term or condition or any subsequent breach thereof.

(5) The provisions of this Agreement which require or contemplate performance after the expiration or termination of this Agreement shall be enforceable notwithstanding said expiration or termination.

(6) This Agreement shall be binding on and shall enure to the benefit of the parties, their successors and permitted assigns.

(7) Neither party shall be in default or be liable for any delay, failure in performance (excepting the obligation to pay) or interruption of service resulting directly or indirectly from any cause beyond its reasonable control.

(8) The relationship between Licensor and Licensee is that of independent contractors and neither Licensee nor its agents shall have any authority to bind Licensor in any way.

(9) If any Codan professional services are being provided, then such professional services are provided pursuant to the terms of a separate Professional Services Agreement between Codan and Licensee. The parties acknowledge that such services are acquired independently of the Product licensed hereunder, and that provision of such services is not essential to the functionality of such Product.

(10) The headings to the sections of this Agreement are used for convenience only and shall have no substantive meaning.

© 2018 Daniels Electronics Ltd. doing business as Codan Radio Communications. All Rights Reserved.
Terms of Service Agreement

1. AGREEMENT.

This Agreement is a binding legal agreement between the Government Customer (Agency) who, under GSA Multiple Award Schedule (MAS) Contracts, is the “Ordering Activity” which is defined as “an entity authorized to order under GSA Schedule Contracts” as defined in GSA Order OGP 4800.2I, as may be amended from time to time (“Customer”) and ColorTokens, Inc., including its affiliates and subsidiaries (“Company”) for the accompanying software product, which includes computer software and may include associated media, printed materials and “online” or electronic documentation (the “Licensed Software”).

2. LICENSE.

A. License. Subject to the terms and conditions of this Agreement, Company grants to Customer a limited, non-transferable, nonexclusive, fully revocable license, without the right to sublicense and limited to the United States of America to permit those individuals authorized by Customer and bound by this Agreement (“Authorized Users”) to install, use, execute and display the Licensed Software, in executable object code format only, and any user manuals, technical manuals and other materials provided by Company, in printed, electronic or other form, that describe the installation, operation, use or technical specifications of the Licensed Software (collectively, “Documentation”) solely for Customer’s own internal business operations and in accordance with the type of license for which Customer has paid the applicable fees or, if Customer is using the software for an evaluation period, has been granted for a limited time period, as defined in Section 12.

B. Evaluation License. Customer’s right to use and evaluate the Licensed Software under any trial evaluation license may be subject to additional limitations and restrictions as may be determined by Company in its sole discretion (e.g., limits on number of installations or restrictions on product features). Company has the right to terminate any Trial Evaluation License at any time for any reason. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, COMPANY WILL HAVE NO WARRANTY, INDEMNITY OR SUPPORT OBLIGATIONS WITH RESPECT TO TRIAL LICENSES. In the event Customer does not upgrade to a paid license following the 30-day trial period (unless extended by Company in writing), the Licensed Software will cease to operate and Customer acknowledges that it shall be required to uninstall the Licensed Software from all applicable devices and cease to use the Licensed Software.

3. RESTRICTIONS.

The rights granted to Customer in this Agreement are subject to the following restrictions: (a) Customer shall not access or use the Licensed Software at any time without having first downloaded or installed the Licensed Software from Company’s authorized source and accepted the terms and conditions of this Agreement; (b) Customer shall not license, sell, rent, lease, transfer, assign, distribute, publish, host, outsource, disclose or otherwise make available the Licensed Software or Documentation, or any features, functionality or outcome of the Licensed Software or Documentation, to any third party other than an Authorized User; (c) Customer shall not modify, correct, adapt, translate, enhance or otherwise create derivative works or improvements, whether or not patentable, of the Licensed Software or Documentation, in whole or in part, or remove any product identification, proprietary, copyright or other notices contained in the Licensed Software (including any reports or data printed or exported from the Licensed Software); (d) Customer shall not reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive or gain access to the Licensed Software’s source code, in whole or in part, except if and only to the extent
that Customer uses Company’s authorized API (application programming interface) for ensuring interoperability; (e) except as expressly stated herein, no part of the Licensed Software or Documentation may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, including, but not limited to, electronic, mechanical, photocopying, recording or other means; (f) Customer shall not combine the Licensed Software or any part thereof with, or incorporate the Licensed Software or any part thereof in, any other programs unless approved by Company in writing; (g) Customer shall not circumvent, bypass or breach any software copyright management or security features used for or contained in the Licensed Software; (h) Customer shall not use the Licensed Software or any of its features, functionality or information for purposes of: (i) benchmarking or comparative or competitive analyses of the Licensed Software, (ii) developing, using or providing a competing product or service, (iii) providing any information regarding the features, functionality or outcome of the Licensed Software to a third party that has or may develop a competing product or service, or (iv) any other purpose that is to Company’s detriment or commercial disadvantage; (i) Customer shall not use the Licensed Software or Documentation in or in connection with the design, construction, maintenance, operation or use for any unsafe or hazardous or nuclear purpose, or any other use in which use of the Licensed Software could lead to personal injury or severe physical or property damage; (j) Customer shall not use the Licensed Software or Documentation in violation of any law, regulation or rule; (k) any future release, update, or other addition to the functionality of the Licensed Software shall be subject to the terms of this Agreement, unless expressly stated otherwise. Neither Company nor any of its suppliers is obligated under this Agreement to provide any services, updates or upgrades to the Licensed Software; and (l) Customer shall not copy, move, display, export or otherwise make available the Software to any country other than the country where the Software was sold unless Customer has received Company’s prior written authorization.

4. OWNERSHIP.

The Company solely and exclusively owns all rights, titles and interests in and to the Licensed Software and documentation, including any and all registered and unregistered rights granted, applied for or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world (collectively, “Intellectual Property Rights”) as well as all copies and portions thereof and all improvements, enhancements, modifications and derivative works thereof. Any rights not expressly granted by Company in the Agreement are reserved. Customer acknowledges that it acquires no ownership interest in the Licensed Software and Documentation. Nothing in this Agreement grants, by implication, waiver, estoppel or otherwise, to Customer or any third party any Intellectual Property Rights or other right, title or interest in or to any Confidential Information, as defined in Section 6, of Company. Customer acknowledges and agrees that the Licensed Software and Documentation are provided under LICENSE and are not sold to Customer.

5. OPEN SOURCE SOFTWARE.

Certain items of independent, third-party code may be included in the Licensed Software that are subject to the GNU General Public License (“GPL”) or other open source licenses (“Open Source Software”). Such Open Source Software is licensed under the terms of the license that accompanies such Open Source Software. Nothing in this Agreement limits Customer’s rights under, or grants Customer rights that supersede, the terms and conditions of any applicable end user license for such Open Source Software. In particular, nothing in this Agreement restricts Customer’s right to copy, modify and distribute such Open Source Software that is subject to the terms of the GPL. Company
shall make source code available by written request to the extent required by the applicable end user license for such Open Source Software.

6. CONFIDENTIAL INFORMATION.

A. Confidential Information. In connection with this Agreement, Company may disclose or make available certain confidential or proprietary information to the Customer. The term “Confidential Information” means information in any form or medium (whether oral, written, electronic or other) that Company considers confidential or proprietary, including information consisting of or relating to Company’s technology, trade secrets, know-how, unpatented inventions, ideas, copyrighted material, product and product design information, source code, object code, documentation, images, icons, audio-visual components, processes, communications and information with which Company has contractual or other confidentiality obligations. Confidential Information includes any information that is conspicuously marked as “confidential” or other information that would reasonably be considered non-public, confidential or proprietary given the nature of the information and Company’s business. Without limiting the foregoing, the Documentation and source code of the Licensed Software are the Confidential Information of Company.

B. Exclusions. Confidential Information as used in this Agreement does not include information that the Customer can demonstrate by written or other documentary records:

i. was rightfully known to the Customer without restriction on use or disclosure prior to such information being disclosed or being made available to the Customer in connection with this Agreement;

ii. was or becomes generally known by the public other than by Customer’s noncompliance with this Agreement; or

iii. was or is received by the Customer on a non-confidential basis from a third party that was or is not, at the time of such receipt, under any obligation to maintain its confidentiality

C. Confidentiality and Use. As a condition to being provided with any disclosure of or access to Confidential Information, the Customer shall:

i. not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement;

ii. except as may be permitted by and subject to its compliance with Section 6(D), not disclose or permit access to Confidential Information other than to its employees and independent contractors (collectively, “Representatives”) who: (1) need to know such Confidential Information for purposes of the Customer’s exercise of its rights or performance of its obligations under and in accordance with this Agreement, (2) have been informed of the confidential nature of the Confidential Information and Customer’s obligations under this Section 6(C)(ii), and (3) are bound by written confidentiality and restricted use obligations as protective of the Confidential Information as the terms set forth in this Section 6(C)(ii);

iii. safeguard the Confidential Information from unauthorized use, access or disclosure using its best efforts to protect the confidentiality of all Confidential Information or at least the degree of care it uses to protect its own sensitive information;

iv. ensure its Representatives’ compliance, and be responsible and liable for any of its Representatives’ non-compliance, with the terms of this Section 6; and
v. immediately notify Company in writing or electronically within three (3) days of any unauthorized access, possession or use of Company’s Confidential Information of which it may become aware and, if possible, immediately terminate the unauthorized use of the Confidential Information.

D. Compelled Disclosure. If Customer or any of its Representatives are compelled by legal process or a valid legal order to disclose any Confidential Information, Customer shall, prior to making such disclosure, use commercially reasonable efforts to notify Company of such requirements to afford Company the opportunity to seek a protective order or other remedy.

7. RECORDS AND AUDIT.

During the license term and for twenty-four (24) months after its expiration or termination, Customer shall maintain accurate records of its use of the Licensed Software sufficient to show compliance with the terms of this Agreement. During the license period, Company may, in Company’s sole discretion, audit Customer’s use of the Licensed Software to ensure Customer’s compliance with this Agreement, provided that (i) any such audit shall be subject to fifteen (15) days’ notice by Company, and (ii) no more than one (1) audit may be conducted in any twelve-month (12-month) period except for good cause shown. Company also may, in its sole discretion, audit Customer’s systems within thirty-six (36) months after the end of the license period to ensure Customer has ceased use of the Licensed Software and removed all copies of the Licensed Software and Documentation from such systems required hereunder. Customer shall reasonably cooperate with Company’s personnel conducting such audits and provide all reasonable access requested by Company to records, systems, equipment, information and personnel, including machine IDs, serial numbers and related information.

8. WARRANTY.

A. Performance. For a period of thirty (30) days after first installation of the Licensed Software by Customer (the “Software Warranty Period”), Company warrants that the Licensed Software, when used as permitted under this Agreement and in accordance with the Documentation (including use on a computer hardware and operating system platform supported by Company), will operate substantially as described in the Documentation. Company will, at its own expense and as its sole obligation and Customer’s exclusive remedy for any breach of this warranty, use commercially reasonable efforts to correct or provide a workaround for reproducible error in the Licensed Software reported to Company by Customer in writing during the Software Warranty Period or, if Company determines that it is unable to correct or provide a workaround for an error that renders the Licensed Software inoperative or causes catastrophic failure in a production environment, Company will refund to Customer fees actually paid during the Software Warranty Period for the Licensed Software, in which case this Agreement and Customer’s right to use the Licensed Software will be terminated. Any such error correction provided to Customer will not extend the original Software Warranty Period. Company provides no warranty whatsoever for its product(s) that are provided for testing, trial, use without licensing fees, promotion or marked “without warranty”. In addition, the above warranty shall not apply: (a) unless Customer makes a written claim within fifteen (15) days of the date on which Customer first noticed the non-conformity and provides sufficient information to assist Company in duplicating the non-conformity to diagnose and triage the problem; (b) if the Licensed Software is used with hardware or software not specified in the accompanying Documentation; (c) if any modifications are made to the Licensed Software by Customer or any third party; or (d) to defects in the Software due to accident, abuse or improper use by Customer.
B. Disclaimer of Warranties. EXCEPT FOR THE EXPRESS WARRANTY PROVIDED IN SECTION 8(A), THE LICENSED SOFTWARE IS PROVIDED TO CUSTOMER ON AN “AS-IS” BASIS. COMPANY AND ITS SUPPLIERS DISCLAIM ALL EXPRESS, IMPLIED OR STATUTORY WARRANTIES RELATING TO THE LICENSED SOFTWARE, INCLUDING, BUT NOT LIMITED TO, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT. COMPANY DOES NOT WARRANT THAT USE OF THE LICENSED SOFTWARE WILL BE UNINTERRUPTED, OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE LICENSED SOFTWARE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR WORKS WITH ALL APPLICATIONS, OPERATING SYSTEMS, HYPERVISORS AND OTHER THIRD PARTY SOFTWARE OR THEIR REVISIONS, OR ALL HARDWARE. COMPANY IS NOT REQUIRED TO PROVIDE ANY MAINTENANCE OR SUPPORT SERVICES WITH RESPECT TO THE LICENSED SOFTWARE UNDER THIS AGREEMENT.

9. LIMITATION OF REMEDIES AND DAMAGES.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER COMPANY NOR ITS SUPPLIERS SHALL BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS OR CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY (A) FOR LOSS OR INACCURACY OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY, OR (B) FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUES AND LOSS OF PROFITS. CERTAIN STATES AND/OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE EXCLUSIONS SET FORTH ABOVE MAY NOT APPLY TO CUSTOMER.

10. APPLICATION OF LIMITATIONS AND DISCLAIMER TO CONSUMERS.

The limitations or exclusions of warranties and liability contained in this Agreement do not affect or prejudice the statutory rights of a consumer, i.e. a person acquiring goods other than in the course of a business. The limitations or exclusions of warranties and remedies contained in this Agreement shall apply to Customer only to the extent such limitations or exclusions and remedies are permitted under the laws of the jurisdiction where the Customer is located.

11. BASIS OF BARGAIN.

The warranty disclaimer and limitation of liability set forth above are fundamental elements of the basis of the agreement between Company and Customer. Company would not be able to provide the Licensed Software on an economic basis without such limitations. The warranty disclaimer and limitation of liability inure to the benefit of Company’s suppliers.

12. TERM AND TERMINATION.

A. Term. This Agreement and the licenses granted hereunder are effective on the date Customer downloads the Licensed Software and shall continue only for the period that the license is granted to the Customer or until this Agreement is terminated by either party pursuant to this Section 12. If the license granted is not for a fixed term, the Agreement shall continue for twelve (12) months. If the license granted is for the authorized evaluation period, the Agreement shall continue for thirty (30) days. Every subsequent term of this Agreement must be purchased separately by the Customer from Company or the MAS Contactor, as applicable.

B. Effect of Termination. Upon any expiration or termination of this Agreement, (a) the Licensed Software granted thereunder shall terminate and (b) Customer shall immediately destroy and delete any copies of the Licensed Software, Documentation and Confidential Information in its possession,
C. Survival. The following Sections shall survive any expiration or termination of this Agreement if by their nature and context they are intended to survive, including: Sections 3 (Use Restrictions), 4 (Ownership), 5 (Open Source SSL), 6 (Confidential Information), 8(B) (Disclaimer of Warranties), 9 (Limitation of Remedies and Damages), 11 (Basis of Bargain), 12 (Term and Termination), 13 (Non-Disparagement), 15 (Export), 16 (Force Majeure), 17 (Federal Use), and 18 (Miscellaneous) will remain in effect.

13. CONSENT TO USE OF DATA.

Customer agrees that Company may collect and use data and related information, including, but not limited to, technical information about its system, use, performance, applications, software and hardware, that is gathered periodically to facilitate marketing, provisioning, support, future products and features, software updates, product support, ensure license compliance, other services to Customer (if any) related to the Licensed Software and other Company related uses.

14. EXPORT.

The Licensed Software and related technology are subject to U.S. export control laws and may be subject to export or import regulations in other countries. Customer agrees not to export, re-export or transfer, directly or indirectly, any U.S. technical data acquired from Company, or any products utilizing such data, in violation of the United States export laws or regulations.

15. FEDERAL USE.

The Licensed Software was developed exclusively at private expense and no part of the Licensed Software was first produced in the performance of a United States Government (“Government”) contract. Accordingly, all Software and any Derivative Work are “commercial items” as that term is defined in 48 CFR 2.101. Customer and Government Authorized Users may access and use the Licensed Software with only those rights set forth in this Agreement in accordance with 48 CFR 12.212(b) and/or 48 CFR 227.7202-1(a) and 48 CFR 227.7202-4, as applicable. Use of the Licensed Software is restricted in accordance with 48 C.F.R. § 12.211, 48 C.F.R. § 12.212, 48 C.F.R. § 227.7102-2, and 48 C.F.R. § 227.7202, as applicable. This Government rights clause is in lieu of, and supersedes, any Federal Acquisition Regulations (“FAR”), the Defense FAR Supplement (“DFARS”), or other clause or provision that addresses Government rights in computer software or technical data. In addition, no provisions or clauses of the FAR, the DFARS, any other Government Agency FAR supplement, or any state or local government contract, laws or regulations may be “flowed down” or deemed in any way to apply to the Licensed Software without Company’s prior written consent, which consent may be granted, withheld, or conditioned in Company’s sole discretion. Use for or on behalf of the Government is permitted only if the party acquiring or using the Materials is properly authorized to do so by an appropriate Government official.

16. MISCELLANEOUS.

The applicability of the UN Convention on Contracts for the International Sale of Goods, including any domestic law that implements such UN Convention in the Territory, is hereby excluded.

In the event that any provision of this Agreement is found to be contrary to law, it shall be void and the other provisions shall remain in full force and effect. Any notice to Customer may be provided by email. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof, and any and all written or oral agreements previously existing between the
parties are expressly cancelled. Except as otherwise expressly provided in this Agreement, any modifications of this Agreement must be in writing and agreed to by the GSA Contracting Officer and the MAS Contractor.
PMWeb End User License Agreement

This End User License Agreement (this “Agreement”) governs the use of the PMWeb, Inc. (“PMWeb”) software products (“Software”) and accompanying documentation (“Documentation”) licensed either directly from PMWeb or through its authorized distributor and the Client identified below (the “Client” or “you”).

1. LICENSE. Subject to your payment of the License Fees, PMWeb grants to you, solely for your own internal business purposes, a non-exclusive, non-transferable, non-sub licensable, perpetual (except as set forth in Section 4 below) license to use the Software, in object code form. Additional technical support and subscription update coverage may be obtained by you for the Software in accordance with PMWeb’s then-current plans and procedures, and at PMWeb’s then-current published prices.

2. INTELLECTUAL PROPERTY OWNERSHIP. The Software and Documentation is owned by PMWeb and its licensors and is protected by United States and foreign copyright laws and trade secret laws as set forth at section 3, below, and related international treaty provisions. You acknowledge and agree that except for your limited right to use the Software as granted in Section 1 above, PMWeb and its licensors have and shall retain the entire right, title and interest in and to all intellectual property rights arising from or relating to the Software whether or not merged into other materials. You shall not use the trademarks, service marks, logos, brand source distinctions and trade names of PMWeb without PMWeb’s prior written consent. No license is granted under covering US or foreign patents, if any, of PMWeb or its licensors, except as expressly granted and limited herein.

3. COPY AND OTHER RESTRICTIONS. You shall not copy the Software except to make one copy of the Software exclusively for inactive backup or archival purposes. You may copy the Documentation for your own internal business purposes. You shall not modify, reverse engineer, de-compile or disassemble the Software, or create derivative works based upon the Software. You shall not use the Software in a timesharing arrangement nor encumber, rent, lease, transmit, distribute or transfer the Software to any third party for any purpose without PMWeb’s prior written consent. Transfer of Software or Documentation outside the country in which it was originally delivered to you is not permitted without PMWeb’s prior written consent and is subject to your compliance with all applicable export restrictions. You shall not remove any product identification, copyright notices or other notices or proprietary restrictions from the Software or Documentation nor disable, circumvent or misuse any security or access features. Upon reasonable notice to you, PMWeb shall have the right to inspect your use of the Software and audit your relevant records to verify your compliance with the terms of this Agreement. The Software and Documentation contains valuable trade secrets and proprietary know-how that belongs to PMWeb and its licensors and it is made available to you in strict confidence. ANY use or disclosure of the Software or of its algorithms, protocols or interfaces other than in strict accordance with this agreement is prohibited and may be actionable as a violation of PMWeb’s or its licensors’ proprietary rights. The Client or through any other company shall not offer direct or indirect employment to any employee of PMWeb or any of its affiliates and/or partners at any time during the term of this agreement (or subsequent agreements) or for two (2) years after their last PMWeb engagement.

4. TERMINATION. PMWeb shall have the right to terminate this Agreement and your right to use the Software and Documentation immediately upon your breach of this Agreement by email or other written notice to you. Upon termination, you shall cease using the Software and Documentation and shall return to PMWeb all copies of the Software and Documentation. Termination of this Agreement shall not limit PMWeb from pursuing any other remedies available to it, including, but not limited to, injunctive relief, and/or damages nor shall termination relieve you of your obligations to pay PMWeb all License Fees and other sums accrued prior to the effective date of termination. Client is responsible for all fees associated with the collection of amounts due from Client, including filing fees, reasonable attorney’s fees and disbursements.

5. LIMITATION OF LIABILITY AND EXCLUSION OF CONSEQUENTIAL DAMAGES. PMWeb’s liability, if any, shall not exceed the amounts Client has paid PMWeb pursuant to this Agreement PMWeb shall not be responsible to you, or any person claiming through you, for any type of incidental, punitive, indirect or consequential damages, including but not limited to, lost revenue, lost profits, business interruption, replacement goods, loss of technology, rights or services, loss of data or interruption or loss of use of services or equipment, even if advised of the possibility of such damages, whether arising under theory of contract, tort, strict liability or otherwise. PMWeb shall not be liable for any other damages and of avoidance of doubt, also confirms that it disclaims any warranty of merchantability or fitness for a purpose or of Intellectual property non infringement to the full extent allowable under governing law.

6. GOVERNING LAW. This agreement constitutes the complete agreement between the parties with respect to the Software and Documentation and is governed by the laws of the Commonwealth of Massachusetts, without giving effect to principles governing conflicts of law. It shall not be governed by the United Nations Convention on the international sale of goods, the application of which is expressly excluded.

ACKNOWLEDGMENT: Authorized representatives of ___________________ ("Client") have read the foregoing and all documents incorporated therein and agree and accept such terms effective as of this date.

Client:  

______________________________  
Signature  

______________________________  
Print Name & Title  

______________________________  
Date  

PMWeb, Inc:  

______________________________  
Signature  

______________________________  
Print Name & Title  

______________________________  
Date

PMWeb EULA v.14.1
MAPWARE FEDERAL CUSTOMER AGREEMENT

PLEASE READ THIS MAPWARE FEDERAL CUSTOMER AGREEMENT (THE “AGREEMENT”) CAREFULLY. THIS AGREEMENT APPLIES TO MAPWARE’S PROVISION OF THE SOLUTION CUSTOMER¹ MAY NOT ACCESS OR USE THE SOLUTION UNTIL THE PURCHASE ORDER HAS BEEN EXECUTED BY THE GOVERNMENT CONTRACTING OFFICER. CUSTOMER REPRESENTS THAT (1) IT HAS READ, UNDERSTANDS, AND AGREES TO BE BOUND BY THIS AGREEMENT, (2) CUSTOMER IS OF LEGAL AGE TO FORM A BINDING CONTRACT WITH MAPWARE, AND (3) CUSTOMER HAS THE AUTHORITY TO ENTER INTO THE AGREEMENT PERSONALLY OR ON BEHALF OF THE ENTITY IT HAS NAMED AS THE USER, AND TO BIND THAT ENTITY TO THE TERMS OF THIS AGREEMENT. IF CUSTOMER DOES NOT AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT, IT MAY NOT ACCESS THE SOLUTION.

PLEASE NOTE THAT CHANGES TO THIS AGREEMENT ARE GOVERNED BY GENERAL SERVICES ADMINISTRATION (GSAR) 552.212-4(w)(1)(vi) Commercial Supplier Agreements – Unenforceable Clauses, Updating Terms.

1. DEFINITIONS. Capitalized terms will have the meanings set forth in this section, or in the section where they are first used.

   1.1 “Access Protocols” means the passwords, access codes, technical specifications, connectivity standards or protocols, or other relevant procedures, as may be necessary to allow Customer or any Authorized Users to access the Solution.

   1.2 “Authorized User” means each of Customer’s employees, agents, and independent contractors who are authorized to access the Solution pursuant to Customer’s rights under this Agreement.

   1.3 “Customer Content” means any content and information provided or submitted by, or on behalf of, Customer or its Authorized Users for use with the Solution.

   1.4 “Documentation” means the technical materials provided by Mapware to Customer in hard copy or electronic form describing the use and operation of the Solution.

   1.5 “Effective Date” means the date last signed by a party.

   1.6 “Intellectual Property Rights” means any and all now known or hereafter existing (a) rights associated with works of authorship, including copyrights, mask work rights, and moral rights; (b) trademark or service mark rights; (c) trade secret rights; (d) patents, patent rights, and industrial property rights; (e) layout design rights, design rights, and other proprietary rights of every kind and nature other than trademarks, service marks, trade dress, and similar rights; and (f) all registrations, applications, renewals, extensions, or reissues of the foregoing, in each case in any jurisdiction throughout the world.

   1.7 “Licensed Material” means results, reports, materials and documentation made available to Customer as part of the Solution.

   1.8 “Solution” means the Mapware software-as-a-service product that allows Authorized Users to access certain features and functions through a web interface.

¹ To the extent that this Agreement is incorporated into a GSA Schedule Contract, Customer is the "ordering activity," defined as an "entity authorized to order under GSA Schedule contracts as defined in GSA Order OGP 4800.21, as may be revised from time to time."
2. **PROVISION OF SERVICES.**

2.1 **Access.** Subject to Customer’s payment of the fees set forth in the Purchase Order (“Fees”), Mapware will provide Customer with access to the Solution. On or as soon as reasonably practicable after the Effective Date, Mapware will provide to Customer the necessary passwords, security protocols and policies and network links or connections and Access Protocols to allow Customer and its Authorized Users to access the Solution in accordance with the Access Protocols. Customer will use commercially reasonable efforts to prevent unauthorized access to, or use of, the Solution, and notify Mapware promptly of any such unauthorized use known to Customer.

2.2 **Support.** Subject to the terms and conditions of this Agreement, Mapware may, itself or through a third party, exercise commercially reasonable efforts to (a) provide support for the use of the Solution to Customer, and (b) keep the Solution operational and available to Customer, in each case in accordance with its standard policies and procedures.

2.3 **Hosting.** Mapware will, at its own expense, provide for the hosting of the Solution, provided that nothing herein will be construed to require Mapware to provide, or bear any responsibility with respect to, any telecommunications or computer network hardware required by Customer or any Authorized User to access the Solution from the Internet.

3. **INTELLECTUAL PROPERTY.**

3.1 **License Grant.** Subject to the terms and conditions of this Agreement, Mapware grants to Customer a non-exclusive, non-transferable (except as permitted under Section 11.5 (No Assignment)) license during the Term (as defined below), solely for Customer’s internal business purposes, (a) to access and use the Solution and in accordance with the Documentation; and (b) to use and reproduce a reasonable number of copies of the Documentation solely to support Customer’s use of the Solution. Customer may permit any Authorized Users to access and use the features and functions of the Solution as contemplated by this Agreement.

3.2 **Restrictions.** Customer will not, and will not permit any Authorized User or other party to: (a) allow any third party to access the Solution, Licensed Material or Documentation, except as expressly allowed herein; (b) modify, adapt, alter or translate the Solution, Licensed Material or Documentation; (c) sublicense, lease, sell, resell, rent, loan, distribute, transfer or otherwise allow the use of the Solution or Documentation for the benefit of any unauthorized third party; (d) reverse engineer, decompile, disassemble, or otherwise derive or determine or attempt to derive or determine the source code (or the underlying ideas, algorithms, structure or organization) of the Solution, except as permitted by law; (e) interfere in any manner with the operation of the Solution or the hardware and network used to operate the Solution; (f) modify, copy or make derivative works based on any part of the Solution or Documentation; (g) access or use the Solution to build a similar or competitive product or service; (h) attempt to access the Solution through any unapproved interface; or (i) otherwise use the Solution, Licensed Material, or Documentation in any manner that exceeds the scope of use permitted under Section 3.1 (License Grant) or in a manner inconsistent with applicable law, the Documentation, or this Agreement. Customer acknowledges and agrees that the Solution will not be used, and are not licensed for use, in connection with any of Customer’s time-critical or mission-critical functions. Customer will not remove, alter, or obscure any proprietary notices (including copyright and trademark notices) of Mapware or its licensors on the Licensed Material or any copies thereof.
3.3 Ownership. The Solution, Licensed Materials and Documentation, and all worldwide Intellectual Property Rights in each of the foregoing, are the exclusive property of Mapware and its suppliers. All rights in and to the Solution and Documentation not expressly granted to Customer in this Agreement are reserved by Mapware and its suppliers. Except as expressly set forth herein, no express or implied license or right of any kind is granted to Customer regarding the Solution, Documentation, or any part thereof.

3.4 License to Licensed Material. Subject to the terms and conditions of this Agreement, Mapware grants Customer a perpetual, royalty-free, fully-paid, non-exclusive, non-transferable, non-sublicensable license to use the Licensed Material solely for Customer's internal business purposes.

3.5 Open Source Software. Certain items of software may be provided to Customer with the Solution and are subject to “open source” or “free software” licenses (“Open Source Software”). Some of the Open Source Software is owned by third parties. The Open Source Software is not subject to the terms and conditions of Sections 3.1 (Ownership) or 9 (Indemnification). Instead, each item of Open Source Software is licensed under the terms of the end-user license that accompanies such Open Source Software. Nothing in this Agreement limits Customer’s rights under, or grants Customer rights that supersede, the terms and conditions of any applicable end user license for the Open Source Software. If required by any license for particular Open Source Software, Mapware makes such Open Source Software, and Mapware’s modifications to that Open Source Software, available by written request at the notice address specified below.

3.6 Feedback. Customer hereby grants to Mapware a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use or incorporate into the Solution any suggestions, enhancement requests, recommendations or other feedback provided by Customer, including Authorized Users, relating to the Solution. Mapware will not identify Customer as the source of any such feedback.

4. FEES AND EXPENSES; PAYMENTS.

4.1 Fees. Reserved.

4.2 Taxes. Reserved.

4.3 Interest. Reserved.

5. CUSTOMER CONTENT AND RESPONSIBILITIES.

5.1 License; Ownership. Customer is solely responsible for any and all obligations with respect to the accuracy, quality and legality of Customer Content. Customer will obtain all third party licenses, consents and permissions needed for Mapware to use the Customer Content. Without limiting the foregoing, Customer will be solely responsible for obtaining from third parties all necessary rights for Mapware to use the Customer Content submitted by or on behalf of Customer for the purposes set forth in this Agreement. Customer grants Mapware a non-exclusive, worldwide, royalty-free and fully paid license during the Term (a) to use the Customer Content as necessary for purposes of providing and improving the Solution, (b) to use the Customer trademarks, service marks, and logos as required to provide the Solution, and (c) use the Customer Content in an aggregated and anonymized form to: (i) improve the Solution and Mapware’s related products and services; (ii) provide analytics and benchmarking services; and (iii) generate and disclose statistics regarding use of the Solution, provided, however, that no Customer-only statistics will be disclosed to third parties without Customer’s consent. The Customer Content, and all worldwide Intellectual Property
Rights in it, is the exclusive property of Customer. All rights in and to the Customer Content not expressly granted to Mapware in this Agreement are reserved by Customer.

5.2 Customer Warranty. Customer represents and warrants that any Customer Content will not (a) infringe any copyright, trademark, or patent; (b) misappropriate any trade secret; (c) be deceptive, defamatory, obscene, pornographic or unlawful; (d) contain any viruses, worms or other malicious computer programming codes intended to damage Mapware’s system or data; and (e) otherwise violate the rights of a third party. Mapware is not obligated to back up any Customer Content; the Customer is solely responsible for creating backup copies of any Customer Content at Customer’s sole cost and expense. Customer agrees that any use of the Solution contrary to or in violation of the representations and warranties of Customer in this Section 5.2 Customer Warranty) constitutes unauthorized and improper use of the Solution.

5.3 Customer Responsibility for Data and Security. Customer and its Authorized Users will have access to the Customer Content and will be responsible for all changes to and/or deletions of Customer Content and the security of all passwords and other Access Protocols required in order the access the Solution. Customer will have the ability to export Customer Content out of the Solution and is encouraged to make its own back-ups of the Customer Content. Customer will have the sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Content.

6. DISCLAIMERS.

6.1 Limited Warranty and Disclaimer. Mapware warrants that the Solution, Licensed Material, and Documentation will, for a period of sixty (60) days from the date of your receipt, perform substantially in accordance with the Solution, Licensed Material and Documentation written materials accompanying it. Except as expressly set forth in the foregoing, to the maximum extent permitted by applicable law, the Solution, Licensed Material and Documentation are provided “as is,” and Mapware makes no (and hereby disclaims all) warranties, representations, or conditions, whether written, oral, express, implied or statutory, including, without limitation, any implied warranties of satisfactory quality, course of dealing, trade usage or practice, system integration, data accuracy, merchantability, title, noninfringement, or fitness for a particular purpose. Mapware does not warrant that all errors can be corrected, or that operation of the Solution will be uninterrupted or error-free.

7. LIMITATION OF LIABILITY

7.1 Types of Damages. In no event will either party be liable to the other party for any incidental, indirect, special, consequential or punitive damages, regardless of the nature of the claim, including without limitation, lost profits, costs of delay, any failure of delivery, business interruption, costs of lost or damaged data or documentation, or liabilities to third parties arising from any source, even if a party has been advised of the possibility of such damages. This limitation upon damages and claims is intended to apply without regard to whether other provisions of this Agreement have been breached or have proven ineffective.

7.2 Amount of Damages. Nothing in this Agreement will limit or exclude either party’s liability for fraud or gross negligence or intentional misconduct of a party or its employees or agents or for death or personal injury.
7.3 **Basis of the Bargain.** The parties agree that the limitations of liability set forth in this Section 8 (Limitation of Liability) will survive and continue in full force and effect despite any failure of consideration or of an exclusive remedy. The parties acknowledge that the prices have been set and the Agreement entered into in reliance upon these limitations of liability and that all such limitations form an essential basis of the bargain between the parties.

8. **CONFIDENTIALITY.**

8.1 **Confidential Information.** “Confidential Information” means any nonpublic information of a party (the “Disclosing Party”), whether disclosed orally or in written or digital media, that is identified as “confidential” or with a similar legend at the time of such disclosure to the receiving party (the “Receiving Party”). The Solution, Documentation, and all enhancements and improvements thereto will be considered Confidential Information of Mapware.

8.2 **Protection of Confidential Information.** The Receiving Party agrees that it will not use or disclose to any third party any Confidential Information of the Disclosing Party, except as expressly permitted under this Agreement. The Receiving Party will limit access to the Confidential Information to Authorized Users (with respect to Customer) or to those employees who have a need to know, who have confidentiality obligations no less restrictive than those set forth herein, and who have been informed of the confidential nature of such information (with respect to Mapware). In addition, the Receiving Party will protect the Disclosing Party’s Confidential Information from unauthorized use, access, or disclosure in the same manner that it protects its own proprietary information of a similar nature, but in no event with less than reasonable care. At the Disclosing Party’s request or upon termination or expiration of this Agreement, the Receiving Party will return to the Disclosing Party or destroy (or permanently erase in the case of electronic files) all copies of the Confidential Information that the Receiving Party does not have a continuing right to use under this Agreement, and the Receiving Party will, upon request, certify to the Disclosing Party its compliance with this sentence.

8.3 **Exceptions.** The confidentiality obligations set forth in Section 9.2 (Protection of Confidential Information) will not apply to any information that (a) is at the time of disclosure or becomes generally available to the public through no fault of the Receiving Party; (b) is lawfully provided to the Receiving Party by a third party free of any confidentiality duties or obligations; (c) was already known to the Receiving Party at the time of disclosure free of any confidentiality duties or obligations; or (d) was independently developed by employees and contractors of the Receiving Party without reference to the Confidential Information. In addition, the Receiving Party may disclose Confidential Information to the extent that such disclosure is necessary for the Receiving Party to enforce its rights under this Agreement or is required by law or by the order of a court or similar judicial or administrative body, provided that (to the extent legally permissible) the Receiving Party promptly notifies the Disclosing Party in writing of such required disclosure and cooperates with the Disclosing Party if the Disclosing Party seeks an appropriate protective order. Mapware recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which may require that certain information be released, despite being characterized as “confidential” by the vendor.

9. **INDEMNIFICATION.**

9.1 **By Mapware.** If any portion of the Solution becomes, or in Mapware’ opinion is likely to become, the subject of a claim of infringement, Mapware may, at Mapware’ option: (a) procure for Customer the right to continue using the Solution; (b) replace the Solution with non-infringing software or services which do not materially impair the functionality of the Solution; (c) modify the Solution so that it becomes
non-infringing; or (d) terminate this Agreement and refund any unused prepaid Fees for the remainder of
the term then in effect, and upon such termination, Customer will immediately cease all use of the Solution
and Documentation. Notwithstanding the foregoing, Mapware will have no obligation under this section or
otherwise with respect to any infringement claim based upon (i) any use of the Solution not in accordance
with this Agreement or as specified in the Documentation; (ii) any use of the Solution in combination with
other products, equipment, software or data not supplied by Mapware; or (iii) any modification of the
Solution by any person other than Mapware or its authorized agents (collectively, the “Exclusions” and each,
an “Exclusion”). This section states the sole and exclusive remedy of Customer and the entire liability of
Mapware, or any of the officers, directors, employees, shareholders, contractors or representatives of the
foregoing, for infringement claims and actions.

9.2 By Customer. Reserved.

9.3 Procedure. The indemnifying party’s obligations as set forth above are expressly conditioned
upon each of the foregoing: (a) the indemnified party will promptly notify the indemnifying party in writing
of any threatened or actual claim or suit; and (b) the indemnified party will cooperate with the indemnifying
party to facilitate the settlement or defense of any claim or suit.

10. TERM AND TERMINATION.

10.1 Term. This Agreement will begin on the Effective Date and continue in full force and effect
unless and until earlier terminated in accordance with the Agreement (the “Term”). Thereafter, this
Agreement may renew for additional terms of one (1) year upon written agreement by both parties (the
“Renewal Term”).

10.2 Termination for Breach. Disputes between the Parties shall be governed by GSAR 552.212-
4(d) Disputes. Termination of this Agreement shall be governed by GSAR 552.212-4(l) Termination for the
Government’s Convenience and GSAR 552.212-4(m) Termination for Cause.

10.3 Effect of Termination. Sections 1 (Definitions), 3.2 (Restrictions), 3.3 (Ownership), 3.5 (Open
Source Software), 4 (Fees and Expenses; Payments), 6 (Disclaimers), 7 (Limitation of Liability), 8
(Confidentiality), 9 (Indemnification), 10.3 (Termination for Breach), 10.4 (Effect of Termination), and 11
(Miscellaneous) will survive expiration or termination of this Agreement for any reason.

11. MISCELLANEOUS.

11.1 Governing Law and Venue. This Agreement and any action related thereto will be governed
and interpreted by Federal law.

11.2 Export. Customer agrees not to export, reexport, or transfer, directly or indirectly, any U.S.
technical data acquired from Mapware, or any products utilizing such data, in violation of the United States
export laws or regulations.

11.3 Severability. If any provision of this Agreement is, for any reason, held to be invalid or
unenforceable, the other provisions of this Agreement will remain enforceable and the invalid or
unenforceable provision will be deemed modified so that it is valid and enforceable to the maximum extent
permitted by law.

11.4 Waiver. 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.
11.5  No Assignment. Assignment or other transfer of this Agreement shall be governed by GSAR 552.212-4(w)(1)(xi) Non-Assignment.

11.6  Compliance with Law. Customer will always comply with all international and domestic laws, ordinances, regulations, and statutes that are applicable to its purchase and use of the Solution, Licensed Material and Documentation.

11.7  Force Majeure. Reserved.

11.8  Independent Contractors. Customer’s relationship to Mapware is that of an independent contractor, and neither party is an agent or partner of the other. Customer will not have and will not represent to any third party that it has, any authority to act on behalf of Mapware.

11.9  Notices. All notices required or permitted under this agreement must be delivered in writing, if to Mapware, by emailing support@aerialapplications.com and if to Customer by emailing the Customer Point of Contact email address at the time of Customer’s signing up for the Solution, provided, however, that with respect to any notices relating to breaches of this agreement or termination, a copy of such notice will also be sent in writing to the other party at the address at the time of Customer’s signing up for the Solution by courier, by certified or registered mail (postage prepaid and return receipt requested), or by a nationally-recognized express mail service. Each party may change its email address and/or address for receipt of notice by giving notice of such change to the other party.

11.10 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will be taken together and deemed to be one instrument.

11.11 Entire Agreement. This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matters hereof.

11.12 The communications between Customer and Mapware may take place via electronic means, including e-mails. For contractual purposes, Customer (a) consents to receive communications from Mapware in an electronic form; and (b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that Mapware provides to Customer electronically satisfy any legal requirement that such communications would satisfy if it were to be in writing. The foregoing does not affect Customer’s statutory rights, including but not limited to the Electronic Signatures in Global and National Commerce Act at 15 U.S.C. §7001 et seq. (“E-Sign”).
Master License Agreement
1. Introduction

This Master License Agreement (the “Agreement”) is made and entered into between THERMO LABSYSTEMS, INC. having offices at 1601 Cherry Street, Suite 1200, Philadelphia, PA 19102 (“LICENSOR”), and the Government Customer as set defined in GSA Order ADM 4800.21, as may be amended from time to time, (“LICENSEE”). LICENSOR and LICENSEE (each a “Party” and together, the “Parties”) are entering into this Agreement to set forth the terms and conditions governing LICENSOR’s provision of Products and Services to LICENSEE. In consideration of the covenants of each Party to the other, and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as set forth herein.

2. Riders

Attached to this Agreement and made part hereof when executed by both Parties are one or more riders (each a “Rider”) setting forth the Licensed Software, Hardware, Services and Training subject to this Agreement and the pricing therefore and, if applicable, identification of the Licensed System.

3. Definitions

A. “Concurrent User License” means an individual license to use Licensed Software with respect to a single production database which is unrestricted as to the User’s identity.

B. “Deliverable” means materials, excluding Licensed Software and Licensed Material, delivered to LICENSEE by LICENSOR pursuant to an order for Professional Services as specifically set forth in a SOW.

C. “Hardware” means any computer hardware or other equipment provided by LICENSOR to LICENSEE under this Agreement as set forth in an attached Rider.

D. “Licensed Material” means any and all end-user, programmer and help desk material and documentation, in whatever form or medium, to assist LICENSEE in the understanding, application, capability, maintenance, use or access of the Licensed Software and Deliverables, which material and documentation are actually delivered to LICENSEE by LICENSOR pursuant to this Agreement, together with any new versions, releases, updates, enhancements, improvements, substitutions, replacements, modifications, error corrections and problem solutions for such material and documentation which are provided to LICENSEE through optional Maintenance pursuant to Section 7 of this Agreement.

E. “Licensed Software” means each computer software program, in whatever form or medium, listed on an attached Rider and actually delivered to LICENSEE by LICENSOR pursuant to this Agreement, together with any new versions, releases, updates, enhancements, improvements, substitutions, replacements, modifications, error corrections and problem solutions for such program which are provided to LICENSEE through optional Maintenance pursuant to Section 7 of this Agreement, without regard to changes in the name, number or packaging of such software program; provided, however, that Licensed Software shall specifically exclude any modification, enhancement or update relating to new features or other functionality which is marketed by LICENSOR as a separate product.

F. “LICENSEE Operating Facility” means the facility designated in an attached Rider and is a group of one or more buildings where LICENSEE conducts business and from which LICENSEE is permitted to access and use the Licensed Software under this Agreement.

G. “Maintenance” means optional maintenance and support services provided to LICENSEE by LICENSOR pursuant to Section 7 below.

H. “Named User License” means a license to use Licensed Software with respect to a single production database which is specific to a designated single User.
I. “Products” means the Licensed Software, Licensed Material, Hardware and Third-Party Products provided to LICENSEE by LICENSOR under this Agreement.

J. “Professional Services” means implementation, customization, consulting and any other professional services to be provided by LICENSOR to LICENSEE from time to time pursuant to the terms of this Agreement as specifically set forth in a Rider and/or a SOW (or other document agreed by the Parties).

K. “Representative” shall mean any of a Party’s directors, officers, employees and agents.

L. “Services” means Maintenance, Training and Professional Services provided by LICENSOR to LICENSEE pursuant to Section 7 below.

M. “Site License” means a license for use of Licensed Software by an unlimited number of Users at a specific Operating Facility.

M. “Source Code” means a version of the Licensed Software that is written in a common programming language and is intended to be human-readable.

N. “SOW” means a Statement of Work entered into by the Parties which describes Services to be provided by LICENSOR.

O. “Third-Party Products” means any products manufactured by a party other than LICENSOR and specifically excludes the Licensed Software and Licensed Material.

P. “Training” means training services as provided by LICENSOR to LICENSEE pursuant to Section 7 below.

Q. “User” means an individual accessing the Licensed Software.

4. License Grant

A. Grant. Subject to the terms and conditions of this Agreement and any Rider hereeto, LICENSOR hereby grants to LICENSEE, and LICENSEE hereby accepts from LICENSOR, a non-exclusive, non-transferable (except according to the terms of this Agreement), fully paid license to use and access (in and from the LICENSEE Operating Facility identified on a Rider) the Licensed Software and Deliverables (and their corresponding Licensed Material) which are identified on a Rider hereeto or in a SOW (or other document agreed by the Parties), for the purpose of LICENSEE’s internal business operations only (the “License”). The License granted herein expressly incorporates the additional terms and conditions, such as but not limited to the term of the License, type of license, and number of permitted users, if applicable, as set forth on a Rider or in a SOW (or other document agreed by the Parties). In the absence of a specified license term on any Rider, the term of the license shall be deemed to be perpetual. Changes in the terms of the License, including without limitation a change in the maximum number of permitted users, shall not take place without the express written permission of LICENSOR and shall be subject to any change limitations set forth in this Agreement or issued by LICENSOR. Third-Party Products shall be licensed to LICENSEE pursuant to specific third-party licensing terms provided by the third party. In the event a Third-Party Product is not accompanied by specific Third-Party Product licensing terms, the licensing terms contained in this Section 4 shall govern such Third-Party Product.

B. Copies. Subject to the terms and conditions of this Agreement and the applicable Rider hereeto, LICENSEE may execute one copy of the Licensed Software for the sole purpose of back-up (disaster recovery) support.

C. Restrictions. LICENSEE expressly acknowledges that it shall not, and shall not permit any Representative to, directly or indirectly, (1) use, access, copy, or distribute any Licensed Software, Licensed Material, Deliverable or any derivative works thereof, except to conduct LICENSEE’s internal business operations from the LICENSEE Operating Facility (which LICENSEE acknowledges shall specifically exclude the operation of commercial service bureaus any other data-processing outsourcing services offered to third
parties); (2) copy, distribute, or disclose any Licensed Software, Deliverable, Licensed Material, or any derivative works thereof, except to LICENSEE and its Representatives within the applicable scope and other applicable terms and conditions of the License; (3) sell, lease, sublicense, grant any rights in, or otherwise offer, provide or make any Licensed Software, Deliverable, Licensed Material, or any derivative works thereof available to anyone for reference, use, access or other application, except as expressly permitted in this Agreement; (4) alter or remove any copyright, trademark, or other protective or proprietary notices contained in or on any portion of the Licensed Software, Deliverables, Licensed Material or any derivative works thereof; or (5) modify, translate, reverse-engineer, decompile, or disassemble the Licensed Software or Deliverables, or create derivative works based on any portion of the Licensed Software, Deliverables or Licensed Material, except as expressly permitted by this Agreement or agreed by the Parties in writing.

D. Ownership. LICENSEE acknowledges that the Licensed Software, Deliverables, Licensed Material, any updates, upgrades, enhancements, improvements, or modifications thereof, or any copies thereof provided or made by LICENSOR(and including without limitation translations, compilations and partial copies with modifications and update works), and all patent, copyright, trade secret, trademark and other proprietary rights therein, as well as any tools, utilities, methodologies, design concepts, techniques, knowledge or know-how owned, used or developed by LICENSOR or its suppliers or resulting from LICENSOR’s performance of the Services, are and shall remain the property of LICENSOR or its suppliers.

E. Source Code Escrow. LICENSOR does not provide or license any Source Code under this Agreement. However, unless otherwise noted in the Licensed Materials, the Licensed Software is the subject of a source code escrow agreement with a third party (the “Escrow Agreement”) which controls access to or use of Source Code and LICENSEE may elect, at LICENSEE’s sole cost and expense, to become a beneficiary under the Escrow Agreement.

F. Hardware. In the event LICENSEE purchases any Hardware from LICENSOR under this Agreement, title to and risk of loss of such Hardware will pass to LICENSEE upon delivery of the Hardware to the Licensee at the destination specified in the contract. LICENSEE acknowledges and agrees that this document or copies of this document may be filed with the appropriate authorities as a financing statement and agrees to execute and deliver such other documents as LICENSOR may request in order to evidence or perfect such security interest.

5. Fees, Payment Terms and Taxes

A. Fees and Payment Terms. In consideration of the Products and Services provided by LICENSOR hereunder, LICENSEE shall, in accordance with the Prompt Payment Act (31 USC 3903) and prompt payment regulations at 5 CFR Part 1315, pay the fees and expenses specified in a Rider and/or an applicable SOW (or other document agreed by the Parties) (“Fees”).

B. Taxes, Duties, Shipping, etc. Unless otherwise exempt, LICENSEE shall, upon receipt of each invoice, reimburse LICENSOR for any taxes (sales, use, excise, etc.) and customs duties, if applicable, on the Fees, and Products and Services provided hereunder, exclusive of taxes based on the gross or net income of LICENSOR. Licensed Software and Licensed Materials shall be delivered electronically via download by LICENSEE from LICENSOR’s web-site. At LICENSEE’s election, Licensed Software and Licensed Materials may also be shipped via physical media.

C. License Transfer Fee. In the event LICENSEE desires to transfer the Licensed Software to an unrelated third party (“Transferee”), such transfer shall be conditioned upon execution of a Master License Agreement by Transferee and payment by Transferee of (i) a Transfer Fee equal to fifty (50%) percent of the then current list price for the Licensed Software to be transferred and (ii) in the event Maintenance was discontinued with respect to the Licensed Software to be transferred, payment of all back Maintenance Fees due for the period of discontinuance, in addition to paying the current year’s Maintenance Service Fees in advance, such current year to commence upon the effective date of the transfer.
6. Warranty

A. Conformance to Specifications. LICENSOR warrants that, during the warranty period commencing upon delivery of the Licensed Software to LICENSEE and continuing thereafter for a term of thirty (30) days (the “Warranty Period”), the Licensed Software shall conform as delivered by LICENSOR in all material respects to its specifications set forth in the corresponding release of Licensed Material (including without limitation any Year 2000/ Century Date Compliance specifications set forth therein). Provided LICENSEE notifies LICENSOR of the Licensed Software’s non-conformance to the specifications during the Warranty Period, LICENSOR’s sole obligation under the warranty provisions of this Section 6 shall be at LICENSOR’s option to repair or replace the non-conforming Licensed Software.

B. LIMITED WARRANTY. THE WARRANTIES PROVIDED IN SECTIONS 6A AND 6B CONSTITUTE THE ONLY WARRANTIES BY LICENSOR HEREUNDER, AND THE WARRANTY REMEDIES GIVEN IN SECTIONS 6A SHALL BE THE SOLE REMEDIES AVAILABLE TO LICENSEE IN THE EVENT OF A DEFECT OR WARRANTY CLAIM ON THE PRODUCTS, SERVICES AND DELIVERABLES. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 6, LICENSOR DISCLAIMS, AND LICENSEE EXPRESSLY WAIVES, ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE PRODUCTS, SERVICES AND DELIVERABLES, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE, AND ANY WARRANTY THAT THE PRODUCTS, SERVICES AND DELIVERABLES ARE NON-INFRINGEMENT OR ERROR-FREE OR WILL ACCOMPLISH ANY PARTICULAR RESULT.

7. Services

A. Maintenance. In the event LICENSEE elects to receive Maintenance (the term of which shall be one (1) year and may be renewed for additional one (1)-year terms at LICENSEE’s election. LICENSOR shall, subject to the terms and conditions of this Agreement, provide Maintenance for the Licensed Software in accordance with the Maintenance program terms set forth at Exhibit A attached hereto.

Each year, the non-refundable Maintenance Fee will be equal to the amount set forth in the Rider, subject to annual increase, such increase not to exceed the lesser of (i) 5% or (ii) the percentage increase in the US Consumer Price Index (All Urban Consumers- Other goods and services, Unadjusted) for the preceding calendar year. Notwithstanding the preceding, any price increase shall be in accordance with GSAR 552.216-70 Price Increase.

If LICENSEE elects not to obtain Maintenance for the Licensed Software as provided hereunder at any time, or if such service is terminated or lapses pursuant to the terms of this Agreement, LICENSEE may continue to use and access the Licensed Software pursuant to the License granted hereunder but will not be entitled to receive any related Maintenance therefor. LICENSOR, at its sole option, may permit LICENSEE to reinstate such Maintenance once inactive by paying all Maintenance Fees for the cumulative periods during which Maintenance was available hereunder but inactive.

B. Training. During the term of this Agreement, LICENSEE may purchase Training, as described in a Rider and/or a SOW (or such other document agreed by the Parties), from LICENSOR with respect to the Licensed Software and, if applicable, the Deliverables, for the Fees set forth in the Rider and/or a SOW (or such other document agreed by the Parties).

C. Professional Services. During the term of this Agreement, LICENSEE may request LICENSOR to perform Professional Services. Professional Services, and any Deliverables, shall be described in a Rider and/or a SOW (or such other document agreed by the Parties) and shall be provided for the Fees set forth in a Rider and/or a SOW (or such other document agreed by the Parties).
8. Protection of Proprietary Information; Publicity

A. **Background.** In the course of performing this Agreement, it is anticipated that either Party may disclose or deliver to the other Party certain of its “Proprietary Information” (as defined below). The Parties desire to assure the confidentiality of such Proprietary Information in accordance with the terms of this Agreement. The Party disclosing Proprietary Information is referred to herein as the “Discloser” and the Party receiving such Proprietary Information is referred to herein as the “Recipient”.

B. **Proprietary Information.** As used in this Agreement, “Proprietary Information” shall mean (1) any information, in whatever medium, that the Discloser discloses to the Recipient and that should reasonably be treated as confidential (as a result of written designation, circumstances of disclosure, or otherwise), together with derivatives of such information whether created by the Discloser or the Recipient (including without limitation any translations, compilations, whole or partial copies, modifications, update works, or other representations, abstracts, summaries or notes, whether alone or incorporated into other materials). Proprietary Information of LICENSOR includes, by way of example and not limitation, all Products and Deliverables.

C. **Non-Disclosure and Restricted Use of Proprietary Information.** The Recipient shall not, directly or indirectly, disclose Proprietary Information to any person other than its authorized Representatives. The Recipient shall, and shall cause its authorized Representatives to, use Proprietary Information solely for the purpose of performing this Agreement in accordance with its terms, hold all Proprietary Information (and copies thereof) in strictest confidence, and maintain the same in a manner consistent with the preservation of the Discloser’s rights herein. Except as expressly permitted under this Agreement, the Recipient shall not, and shall cause its authorized Representatives not to, directly or indirectly, use, exploit, copy, alter, reverse engineer, decompile or disassemble Proprietary Information for its own benefit or the benefit of any third party. The Recipient shall be liable for any breaches of the Proprietary Information provisions of this Agreement by itself and by its Representatives. The Recipient’s obligations of confidentiality and nondisclosure regarding any Proprietary Information of the Discloser shall terminate five (5) years after the termination of this Agreement.

D. **Limitation on Obligations.** The obligations of the Recipient specified in the immediately preceding paragraph C shall not apply, and the Recipient shall have no further obligations, with respect to any Proprietary Information to the extent that such Proprietary Information:

1. is or becomes publicly available other than through a breach of this Agreement;

2. is in the Recipient’s possession at the time of disclosure other than as a result of Recipient’s breach, or to Recipient’s knowledge and reasonable belief any third party’s breach, of any legal or contractual obligation;

3. is disclosed to the Recipient by a third party other than as a result of Recipient’s breach, or to Recipient’s knowledge and reasonable belief any third party’s breach, of any legal or contractual obligation;

4. is independently developed by the Recipient without reference to or reliance upon the Proprietary Information; or

5. is required to be disclosed by the Recipient to comply with applicable laws or governmental regulations, provided that the Recipient provides prior written notice of such disclosure to the Discloser and takes reasonable and lawful actions in cooperation with the Discloser to avoid and/or minimize the extent of such disclosure.

E. **Ownership of Proprietary Information.** The Recipient agrees that the Discloser is and shall remain the exclusive owner of its Proprietary Information (including without limitation any derivative works or representations thereof) and all patent, copyright, trade secret, trademark and other intellectual property rights therein. Except as expressly set forth in the provisions of the limited License granted hereunder, the
Discloser does not, by disclosing Proprietary Information to the Recipient hereunder or otherwise: (1) grant any other express or implied license or other conveyance of rights to Recipient with respect to Proprietary Information or any of the Discloser’s other intellectual property, whether made, conceived, or acquired prior to, on or after the Effective Date; or (2) forfeit its ability, without prejudice, to protect its rights with respect to its Proprietary Information or such other intellectual property.

F. Return of Proprietary Information Upon Request of Discloser. The Recipient, promptly upon the request and at the option of the Discloser, shall (1) return to the Discloser all manifestations of Proprietary Information (other than the Products received by the Recipient pursuant to this Agreement, the return or destruction of which shall be governed by Sections 8.G. and 11.B below), in whatever medium (including without limitation any notes, drawings and other copies, reproductions, derivative works or representations thereof), whether separate from or incorporated into other materials, and whether in possession or control of Recipient or its Representatives; or (2) destroy such Proprietary Information (and such aforesaid copies, derivative works and representations thereof) and provide the Discloser written certification of such destruction by an officer of Recipient.

G. Return of Proprietary Information Upon Termination of Agreement. Within five (5) business days after the termination of this Agreement in accordance with its terms, each Recipient shall at Discloser’s option either: (1) return to the Discloser all of such Discloser’s Proprietary Information (including without limitation the Licensed Software, Licensed Material and Third-Party Products received by LICENSEE hereunder), in whatever medium (including without limitation any notes, drawings and other copies, reproductions, derivative works or representations thereof), whether separate from or incorporated into other materials, and whether in possession or control of Recipient or its Representatives; or (2) destroy such Proprietary Information (and such aforesaid copies, derivative works and representations thereof); and in either case each Party shall provide the other written certification of compliance with this provision by an officer of such Party.

9. Indemnification

A. By LICENSOR. If notified promptly in writing of any action (and all prior related claims) brought against LICENSEE based on a claim that the Licensed Software infringes any valid U.S. patent, copyright or trade secret, LICENSOR shall defend such action at LICENSOR’s expense and pay all costs and damages finally awarded in such action or settlement which are attributable to such claim. LICENSOR shall have the right to join, at LICENSOR’s own expense, in any defense of any such action and all negotiations for its settlement or compromise. LICENSEE shall cooperate fully with LICENSOR in the defense, settlement or compromise of any such action. Notwithstanding anything to the contrary contained herein, LICENSOR shall not have any liability to LICENSEE to the extent that any infringement or claim thereof is based upon (i) use of the Licensed Software in combination with equipment or software not supplied by LICENSOR where the Licensed Software would not itself be infringing, (ii) compliance with LICENSEE’s designs, specifications or instructions, (iii) use of the Licensed Software in an application or environment for which it was not designed or (iv) modifications of the Licensed Software by anyone other than LICENSOR without LICENSOR's prior written approval. Notwithstanding the above, LICENSOR’s indemnification obligations shall be extinguished and relieved if LICENSOR, at its discretion and at its own expense (a) procures for LICENSEE the right, at no additional expense to LICENSEE, to continue using the Licensed Software; (b) replaces or modifies the Licensed Software so that it becomes non-infringing, provided the modification or replacement does not adversely affect the specifications of the Licensed Software; or (c) in the event (a) and (b) are not practical, refund to Licensee the amortized license fees paid by LICENSEE with respect to the infringing Licensed Software, or infringing portion thereof, based on a five (5) year amortization schedule.

THE FOREGOING PROVISIONS CONTAINED IN SECTION 9A STATE LICENSOR'S ENTIRE LIABILITY AND LICENSEE'S SOLE REMEDY WITH RESPECT TO INFRINGEMENT OR ALLEGED INFRINGEMENT BY THE PRODUCTS, SERVICES, AND DELIVERABLES OF PATENTS, COPYRIGHTS, TRADE SECRETS OR OTHER INTELLECTUAL PROPERTY OR PROPRIETARY RIGHTS OF THIRD PARTIES.
10. Limitation of Liability

NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY HEREIN: (A) NEITHER LICENSOR, ITS AFFILIATES OR ITS REPRESENTATIVES SHALL BE LIABLE TO LICENSEE, ITS AFFILIATES OR ITS REPRESENTATIVES FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED AS TO THE POSSIBILITY OF SUCH DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OR INTERRUPTION OF REVENUES, PROFITS, BUSINESS, DATA OR INFORMATION; AND (B) THE LIABILITY OF LICENSOR, ITS AFFILIATES, AND ITS REPRESENTATIVES UNDER THIS AGREEMENT (WHETHER BY REASON OF BREACH OF CONTRACT, TORT OR OTHERWISE, INCLUDING LIABILITY UNDER INDEMNIFICATION PROVISIONS), SHALL BE LIMITED TO THE AMOUNT PAID BY LICENSEE HEREUNDER ON THE PURCHASE OF PRODUCTS OR SERVICES GIVING RISE TO THE CLAIM.

11. Termination

A. This Agreement may be terminated in accordance with GSAR 552.212-4(l) Termination for the Government’s Convenience or GSAR 552.212-4(m) Termination for Cause.

B. Upon termination of the Agreement for any reason, (1) LICENSEE will discontinue all use of and access to the Products (excluding Hardware), (2) each Party shall return or destroy the other party’s Proprietary Information (including without limitation the Products, excluding Hardware) as provided in Section 8 hereof, and (3) LICENSEE shall in accordance with Section 5 hereof pay any and all amounts due and owing to LICENSOR for Products and Services, including without limitation any Professional Services performed through the effective date of termination and all Maintenance and Training.


12. Binding Agreement; Conditions to Assignment

This Agreement will be binding upon and inure to the benefit of each Party’s permitted assigns. Neither party may assign or transfer, directly or indirectly (whether by contract, operation of law, or otherwise), this Agreement or any rights or obligations hereunder without the prior written approval of the other party, such approval not be unreasonably withheld. Any attempted assignment or transfer in violation of the terms of this Agreement will be void and of no force or effect.

13. Notices

All notices sent under this Agreement shall be to the respective addresses set forth below and in the Rider/Order. All notices hereunder shall be in writing and shall be deemed to have been duly given as of the business day delivered personally or by facsimile (with confirmation of receipt), as of one business day after delivery to an internationally recognized overnight delivery service (e.g., FEDEX, DHL, etc.) charges prepaid, or as of three business days after being sent by registered or certified mail, postage prepaid, to the party at the address set forth below. Changes to such notice contact information shall be effective upon delivery to the other party of a notice of such change in accordance with this Section.
Notices to LICENSOR:

Thermo LabSystems Inc.
Attention: Corporate Counsel
1601 Cherry Street
Suite 1200
Philadelphia, PA 19102

With a copy to:

Thermo Fisher Scientific Inc.
Attention: General Counsel
81 Wyman Street
Waltham, Massachusetts 02454

14. [INTENTIONALLY OMITTED]

15. No Joint Venture or Agency

Nothing contained in this Agreement shall be construed as creating a joint venture, partnership, agency or employment relationship between the Parties, it being understood that the Parties are independent contractors vis-à-vis one another. Except as specified herein, no Party shall have the right, power or implied authority to create any obligation or duty, express or implied, on behalf of any other Party hereto.

16. Export Laws; Government Use

LICENSEE acknowledges that the Products and Deliverables (collectively “Items”) may be subject to export controls of the U.S. government and export controls of governments of other countries. Such export controls may include, but are not limited to, those of the Export Administration Regulations of the U.S. Department of Commerce (the “EAR”), which may restrict the export of Items from the United States and their re-export from other countries. LICENSEE shall comply with all applicable laws, regulations, laws, treaties, and agreements relating to the export or re-export of any Item. LICENSEE shall obtain and maintain, at its own expense, any governmental consents, authorizations, approvals, filings, permits or licenses required for it to export or import any Item under this Agreement and, without limiting the foregoing, shall not, without first obtaining permission to do so from the appropriate U.S. government agencies, (i) export or re-export any Item into any of those countries listed from time to time in the EAR as countries subject to general embargoes or to any persons who are specially designated nationals of such countries or (ii) export, re-export, distribute or supply any Item to a person if LICENSEE knows that such person intends to export or re-export the Item to any such embargoed country or a national thereof or intends to use or allow others to use the Item for activities related to weapons or their delivery. In no event shall LICENSEE export or re-export, or require LICENSOR to export any Item to any location if such action would violate LICENSOR’s policy, as amended from time to time, which prohibits all business with (including all sales or shipment of Products to or provision of Services within) certain restricted countries, entities and individuals. LICENSEE shall cooperate fully with LICENSOR in any official or unofficial audit or inspection related to this Agreement in connection with the export control laws or regulations of the U.S. government and other governments. LICENSEE agrees to indemnify and hold LICENSOR harmless from, or in connection with, any violation of the provisions of this Section by LICENSEE or its employees, consultants, agents, or customers.

Any use of the Products by any agency of the U.S. Government or U.S. Government contractor or subcontractor at any tier shall be conditioned on the U.S. Government agreeing that use of the Products is subject to the maximum restrictions on use as permitted by FAR 52.227-19 (June 1987) or DFARS 227.7202-3(a) (Jan. 1, 2000) or successor regulations, or similar acquisition regulations of other applicable U.S. Government organizations.
17. Force Majeure

Neither Party shall be liable for delays in the performance of its obligations hereunder due to causes beyond its reasonable control including, but not limited to, the other Party’s failure to furnish necessary information, acts of God, acts of Government authorities, sabotage, accidents, failure or delays in transportation or communications, or shortages of labor, fuel, raw materials, or equipment.

18. Governing Law

The construction, interpretation and performance of this Agreement shall be in accordance with Federal law. This Agreement shall not be governed by the provisions of the United Nations Convention on Contracts for the International Sale of Goods, which provisions are hereby expressly disclaimed.

20. [INTENTIONALLY OMITTED]

21. Waiver

The waiver by either Party of a breach of any provision of this Agreement will not operate or be interpreted as a waiver of any other or subsequent breach. A failure of either Party to exercise any right provided for herein will not be deemed to be a waiver of any other right.

22. Severability

Each provision of this Agreement is severable from the whole, and if one provision is declared invalid, the other provisions will remain in full force and effect. In the event that any provision of this Agreement is held invalid or unenforceable by a court having jurisdiction over the Parties and the subject matter, the Parties agree that the invalid or unenforceable provision may be construed by the court.

23. Entire Agreement; Precedence; Amendment

This Agreement, together with the terms and conditions of the GSA Multiple Award Schedule (MAS) Contract, any Riders and any SOW, constitutes the entire agreement between LICENSOR and LICENSEE concerning the subject matter hereof, and supersedes, and its terms govern, all prior proposals, agreements, or other communications between the Parties, oral or written, regarding such subject matter, including without limitation (any terms and conditions contained in a purchase order issued by LICENSEE (prior to or subsequent to the Effective Date), notwithstanding any provision of such purchase order to the contrary. In the event any Software contains an embedded end user license agreement or “click-thru” license agreement, this Agreement shall supercede such agreement. In the event of a conflict between the provisions of this Agreement, the MAS Contract, and any attachment, exhibit or schedule hereto or SOW or any other document, the conflict shall be resolved as set forth in GSAR 552.212-4(s) Order of Precedence. No modification or amendment of this Agreement shall be effective unless it is subsequently made in writing and signed by duly authorized representatives of LICENSOR and LICENSEE.

24. Captions and Headings

The captions and headings used in this Agreement are solely for reference and have no legal effect whatsoever and shall not in any way affect the interpretation or construction of this Agreement.

25. Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed one and the same instrument.
RIDER NO. 1  
MASTER LICENSE AGREEMENT

Rider Date _________________________  
Agreement Date_____________________
Licensee__________________________

This Rider No. 1 ("Rider No. 1") to the Master License Agreement (hereafter "the License Agreement") is entered into by and between Thermo LabSystems Inc., a Massachusetts corporation having a place of business at 1601 Cherry Street, Suite 1200, Philadelphia, Pennsylvania 19102 (hereafter "LICENSOR") and the LICENSEE identified at the signature block on the last page of this Rider No. 1. In consideration of the mutual covenants exchanged in this Rider No. 1 and in the License Agreement, and intending to be legally bound hereby, LICENSOR and LICENSEE agree as follows.

PRICING SCHEDULE

PRODUCT

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<tr>
<th>Item</th>
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Support & Maintenance  
Annual Support and Maintenance. (Based on percentage of current list price for hardware and software licenses at 18%)

SERVICES

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Terms and Conditions  
All services are provided on a time and materials basis. Future services provided by Licensor to Licensee shall be provided at the rates set forth on Appendix A hereto. All Licensee approved expenses associated with the performance of services shall in all cases be borne by the Licensee including without limitation, airfare, ground transportation, accommodations and meals. Product licenses and validation service materials are billed as shipped. Validation and implementation services are billed as used. If applicable, licensed software installations are further identified on Appendix B hereto.
SPECIAL TERMS AND CONDITIONS (These Special terms and conditions apply to this Rider No. 1 only):

The terms of the License Agreement not modified by this Rider No. 1 shall remain in full force and effect. This Rider No. 1 together with the above referenced License Agreement, and the terms and conditions of the MAS Contract into which the License Agreement has been incorporated, constitutes the entire agreement of the parties and supersedes all prior understanding and agreements, whether written or oral. In the event of any discrepancy between the provisions of this Rider No. 1 and those of the License Agreement and the MAS Contact, the discrepancy shall be resolved as set forth in GSAR 552.212-4(s) Order of Precedence.

In Witness Whereof, the parties by their authorized representatives have executed this Rider, which is made a part of the Agreement as of the date stated above.

Effective Date:

LICENSOR:  LICENSEE:

By: ________________________________  By: ________________________________
Name: ________________________________  Name: ________________________________
Title: ________________________________  Title: ________________________________
Date: ________________________________  Date: ________________________________
Appendix A

Services Rates, per day, exclusive of expenses.

The rates set forth below shall be effective for a period of two years from the Effective Date for services performed in respect the software licensed pursuant to this Rider, such rates to be subject to annual increase, such increase not to exceed the lesser of (i) 5% or (ii) the percentage increase in the US Consumer Price Index (All Urban Consumers- Other goods and services, Unadjusted) for the preceding calendar year.

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<td>Named Resource Services</td>
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<td>Test Scripts Execution and Related Validation Services</td>
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<td>Training Services at Licensee Site</td>
<td>$3,300</td>
</tr>
</tbody>
</table>

Appendix B

Licensed System Identification

<table>
<thead>
<tr>
<th>LICENSEE Operating Facility Address</th>
<th>Quantity of Licenses</th>
<th>Type of License</th>
<th>LICENSEE Contact Name</th>
<th>LICENSEE Contact Telephone and Email</th>
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EXHIBIT A
MAINTENANCE TERMS
ZoomInfo License Terms and Conditions

BY AGREEING TO A DOCUMENT INCORPORATING THESE ZOOMINFO LICENSE TERMS AND CONDITIONS ("THE TERMS") (AN "ORDERING DOCUMENT") ZOOMINFO AND LICENSEE AGREE THAT THESE TERMS SHALL GOVERN THE RELATIONSHIP BETWEEN THE PARTIES AS TO ANY ZOOMINFO PRODUCTS OR SERVICES PROVIDED OR TO BE PROVIDED TO LICENSEE AS SET FORTH IN SUCH ORDERING DOCUMENT. THESE TERMS CONSTITUTE THE AGREEMENT OF THE PARTIES AS TO THE SUBJECT MATTER HEREOF AND ARE REFERRED TO COLLECTIVELY HEREIN AS THE "AGREEMENT."

Licensee and ZoomInfo agree as follows:

“ZoomInfo” means ZoomInfo Technologies LLC or one of its affiliates, as set forth in the Ordering Document.

“Licensee” means the party to whom ZoomInfo is to provide products or services pursuant to the Ordering Document (whether identified as “licensee”, “customer”, “client” or similar designation in the Ordering Document). If “Licensee” includes more than one legal person, the obligations imposed upon each shall be joint and several. The act of, notice from or to, or signature of any one or more of the persons included within “Licensee” shall be binding on all such persons with respect to all rights and obligations under this Agreement, including but not limited to any renewal, extension, termination or modification of this Agreement.

1. SUBSCRIBED SERVICES, GRANT OF LICENSE

1.1 ZoomInfo, directly or through an affiliate, agrees to provide to Licensee the products and/or services set forth in the Ordering Document (the “Services”). The Services may include information (the “Licensed Materials”), access to and/or use of software or other technology (the “ZoomInfo Technology”), or other services including premium support. Specific Services may be defined by and are subject to the Services Definitions and Service-Specific Terms and Conditions included with the Ordering Document. ZoomInfo will make the Services available to the Licensee via password-protected online access accessible by Licensee with usernames and passwords, via an application programmer interface (“API”), or as otherwise mutually agreed by the parties. Subject to the terms and conditions herein, ZoomInfo grants to Licensee a non-exclusive, non-transferrable license to access and use the Services in accordance with this Agreement and during the Term of this Agreement.

1.2 The Services will be provided as they exist and are updated and amended throughout the Term. Information provided as part of any Licensed Materials may be updated on an ongoing basis and provided according to the criteria used to define the scope of the subscribed Services. Licensee understands and acknowledges that the contents of Licensed Materials will change over time as the data is updated, and that at any given time it has a right to access and use the data to which it is subscribed as it exists at that time. Features and functions of the ZoomInfo Technology are provided “as is”. ZoomInfo shall have no liability to Licensee for any modification to any Service, provided that the product or service provided substantially conforms to the description in the Ordering Document.

1.3 Ownership. Licensee acknowledges and agrees that, as between Licensee and ZoomInfo, the Licensed Materials, the ZoomInfo Technology, and any related documentation (including, without limitation, the content, layout, functions, design, appearance, trademarks, service marks, copyrights, patents, and other intellectual property comprising the
Licensed Materials or ZoomInfo Technology) are the property of ZoomInfo, whether or not they are trademarked, copyrighted, or patented. Licensee acknowledges and agrees that this Agreement does not transfer any ownership, right, title, or interest in the Licensed Materials or ZoomInfo Technology, nor any part thereof, except the limited license provided hereunder, and Licensee expressly disclaims and waives any and all claims to any ownership interest in any such information or materials. This includes, without limitation, any Licensed Materials that Licensee downloads, prints, saves, or incorporates into other materials. Licensee further acknowledges and agrees that the Licensed Materials, in whole or in part, are unique, special, and valuable. Subject to the limited rights expressly granted hereunder, ZoomInfo, its affiliates and/or its licensors reserve all right, title, and interest in and to the Licensed Materials and ZoomInfo Technology, including all related intellectual property rights. No rights are granted to Licensee hereunder other than as expressly set forth herein.

1.4 Third-Party Applications. “Third-Party Applications” means computer software programs and other technology that are provided or made available to Licensee or Authorized Users by third parties, including those with which the ZoomInfo Technology may interoperate, including, for example, Licensee’s CRM, marketing automation software, or sales enablement software, if any. ZoomInfo is not responsible for and does not endorse any Third-Party Applications or websites linked to by ZoomInfo Technology.

1.5 Quality Guarantee, Availability. A “Licensed Materials Contact” means a record regarding a natural person, consisting of at a minimum such person’s name and company affiliation, contained in ZoomInfo’s database and made available to Licensee as part of any of the Services. If at any time during the Term more than 5% of the Licensed Materials Contacts are not employed by (or similarly affiliated with) the specified company, then upon notice from the Licensee, ZoomInfo shall have 30 days to correct the Licensed Materials in order to make them at least 95% accurate.

1.6 Support. ZoomInfo will provide reasonable assistance and ongoing support to assist Licensee and Authorized Users in accessing the Licensed Materials. ZoomInfo will make its personnel available by email, online chat, or phone for feedback, problem solving, or general questions between the hours of 5:00 a.m. and 5:00 p.m. Pacific Time (Monday – Friday) and will make reasonable efforts to acknowledge support requests within 24 business hours. Premium support services are subject to any service-specific terms and conditions included with the Ordering Document.

2. AUTHORIZED USE OF LICENSED MATERIALS AND ZOOMINFO TECHNOLOGY, RESTRICTIONS

2.1 Authorized Users. Licensee shall be entitled to designate persons as Authorized Users up to the number of Authorized Users subscribed as stated in the Ordering Document. Each Authorized User will be provided a unique username and password. Such usernames and passwords may not be shared and may not under any circumstances be used by anyone who is not an Authorized User. If any Authorized User’s login credentials are disclosed to any person who is not an Authorized User but who would satisfy the qualification requirements of Section 2.2 hereof, ZoomInfo may, upon notice to Licensee, deem such sharing to be Licensee’s subscription to the number of additional Authorized Users equal to the number of persons to whom such credentials were disclosed. Licensee shall be responsible for compliance with the terms of this Agreement by all Authorized Users, including, without limitation, the restrictions on use and transfer of Licensed Materials set forth herein. Licensee acknowledges and agrees that Authorized Users must provide ZoomInfo with certain identifying information, including their name and a business email address.

2.2 Qualification of Authorized Users. Licensee shall not designate any person as an Authorized User unless such person is: (1) a natural person and (2) an employee of Licensee. Licensee may designate a non-employee (i.e., an independent
contractor) as an Authorized User provided Licensee takes reasonable steps to ensure such non-employee uses the Services only as permitted under this Agreement. If the employment of any Authorized User that was in effect as of the date such person was designated as an Authorized User terminates, such person’s authorization to access the Services shall be revoked automatically without any further action by ZoomInfo. In the event of a termination as described in the previous sentence, Licensee shall promptly notify ZoomInfo and take all reasonable steps to ensure that such person ceases accessing the Services. Licensee may reassign Authorized User designations at any time subject to the foregoing qualification requirements.

2.3 Authorized Uses, Restrictions. Licensee shall not access or use the Services for any purpose except the business-to-business sales, marketing, recruiting, or business development activities of Licensee. Licensee shall not access or use the Licensed Materials for the benefit of or on behalf of any person or entity except Licensee. Subject to Licensee’s compliance with all applicable laws, rules, and regulations, Licensee may use the Services to: (i) view the Licensed Materials; (ii) communicate with any Licensed Materials Contact in a manner that relates to such person’s profession, business, or employment; and (iii) identify prospective sales opportunities, research Licensee’s existing customers and prospects, and otherwise analyze the Licensed Materials in a manner relating to Licensee’s business-to-business sales, marketing, recruiting, and business development activities. Licensee shall not permit anyone who is not an Authorized User to access or use the Services, including any Licensed Materials or any Authorized User login credentials. Licensee shall not distribute, sublicense, transfer, sell, offer for sale, disclose, or make available any of the Licensed Materials or any part of the Services to any third party. Licensee shall not incorporate any portion of the Services or Licensed Materials into Licensee’s own products or services. Upon expiration or termination of this Agreement for any reason, Licensee shall cease accessing the Services and shall cease using the Licensed Materials in any way. Notwithstanding the foregoing, where Licensee has, through using the Licensed Materials in a manner permissible under this Agreement, received responsive communication from a Licensed Materials Contact, Licensee shall not be required to delete such Licensed Materials Contact record upon expiration or termination hereof, and may continue to use such information in a manner otherwise consistent with this Agreement. Licensee is solely responsible for any communications between Licensee or any Authorized User and any Licensed Materials Contact.

2.4 Permitted Use of ZoomInfo Technology, Restrictions. Licensee is permitted to use the ZoomInfo Technology solely for the purpose of accessing and using the Licensed Materials as permitted by this Agreement. Licensee will not: (i) reverse assemble, reverse engineer, decompile, or otherwise attempt to derive source code from any of the ZoomInfo Technology; (ii) reproduce, modify, create, or prepare derivative works of any of the ZoomInfo Technology or related documentation; (iii) distribute or display any of the ZoomInfo Technology or related documentation other than to Authorized Users; (iv) share, sell, rent, or lease or otherwise distribute access to the ZoomInfo Technology, or use the ZoomInfo Technology to operate any timesharing, service bureau, or similar business; (v) create any security interest in the ZoomInfo Technology; (vi) alter, destroy, or otherwise remove any proprietary notices or labels on or embedded within or on the ZoomInfo Technology or related documentation; (vii) disclose the results of any ZoomInfo Technology or program benchmark tests to any third parties without ZoomInfo’s prior written consent; or (viii) use automated means, such as bots or crawlers, to access any ZoomInfo Technology or extract information therefrom (except such means as are included within the ZoomInfo Technology, such as Integration Tools, or such other means as are expressly approved in advance in writing by ZoomInfo). Licensee may use ZoomInfo Technology only in accordance with this Agreement and not for the benefit of any third party, except with ZoomInfo’s express prior written permission.
2.5 Limitations on Use of the Services. Licensee shall use the Services in a responsible and professional manner consistent with the intended and permissible uses herein and consistent with standard industry practice. Licensee shall not override or circumvent, or attempt to override or circumvent, any security feature, control, or use limits of the ZoomInfo Technology. Licensee will not use the Licensed Materials or ZoomInfo Technology for commercial purposes not permitted under this Agreement and shall not designate any person as an Authorized User if Licensee has reason to believe such person is likely to use the Services on behalf of a third party or otherwise in violation of this Agreement. ZoomInfo uses technological means to place reasonable use limits to prohibit excessive use, including excessive downloads or screen views that indicate a violation of this Agreement, such as sharing with third parties or attempting to circumvent limitations to purchased credits (if applicable).

2.6 Identification of Licensed Materials. Licensee shall not integrate Licensed Materials into any CRM, marketing automation, or sales enablement system for the purpose of allowing persons who are not Authorized Users to access or use the Licensed Materials. Any Licensed Materials that are downloaded and/or integrated into any CRM system must be maintained with identifying information indicating that such materials originated with ZoomInfo by, for example, maintaining a lead source of “ZoomInfo.”

2.7 Reserved.

3. TERM AND TERMINATION

3.1 Term. The Initial Term of the Agreement is that which is set forth in the Ordering Document (together with any period of extension under Section 3.2 hereof, the “Term”). The Agreement shall remain in effect until it expires or is earlier terminated according to its terms or the terms and conditions of the GSA Multiple Award Schedule (MAS) Contract, as applicable.

3.2 Automatic Extension of the Term. Reserved.

3.3 Termination. 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 dispute clause of the GSA MAS Contract. During any dispute, ZoomInfo 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.

3.4 Effect of Termination.

3.4.1 Expiration or Termination for any Reason. Upon expiration or termination of this Agreement for any reason, Licensee acknowledges and agrees that its access to the Licensed Materials may be automatically terminated, all passwords and individual accounts removed, and all information that has been uploaded into ZoomInfo’s systems by Licensee destroyed. Upon expiration or termination of this Agreement for any reason, unless otherwise provided herein, Licensee agrees to destroy any and all copies of Licensed Materials and any information it has obtained from the Licensed Materials, whether in hard copy or electronic form.

3.4.2 Termination by ZoomInfo. Reserved.
3.4.3. Termination by Licensee. If this Agreement is terminated by Licensee, ZoomInfo shall promptly refund the pro-rata amount of any pre-paid Subscription Fees attributable to periods after the date of such termination.

4. FEES AND TAXES

4.1 All undisputed amounts payable by Licensee under this Agreement will be paid to ZoomInfo without setoff or counterclaim, and without any deduction or withholding. ZoomInfo’s acceptance of partial payment or any payment of less than the full amount payable at any given time shall not constitute a waiver or release of ZoomInfo’s right to unpaid amounts.

4.2 Reserved.

4.3 The GSA MAS Contractor shall state separately on the quote and invoice taxes excluded from the fees and the Licensee agrees either to pay the amount of the taxes or provide evidence necessary to sustain an exemption in accordance with GSAR 552.212-4(k).

5. DATA PROTECTION AND CONFIDENTIALITY

5.1 Licensee acknowledges and agrees that ZoomInfo will operate in accordance with its published Privacy Policy (available at ZoomInfo.com/privacy-policy/ or as ZoomInfo may otherwise indicate), which is attached hereto.

5.2 “Confidential Information” of a party means such party’s (or its affiliate’s): inventions, discoveries, improvements, and copyrightable material not yet patented, published, or copyrighted; special processes and methods, whether for production purposes or otherwise, and special apparatus and equipment not generally available or known to the public; current engineering research, development, design projects, research and development data, technical specifications, plans, drawings and sketches; business information such as product costs, vendor and customer lists, lists of approved components and sources, and sales and profit or loss information not yet announced or not disclosed in any other way to the public; and any other information or knowledge not generally available to the public. “Confidential Information” does not include the Licensed Materials (which are subject to other restrictions under this Agreement) nor otherwise include business contact or firmographic information regarding third parties. All business terms of this Agreement, including, but not limited to, pricing and access, shall be considered Confidential Information of ZoomInfo.

5.3 Each party shall keep in confidence all Confidential Information of the other party obtained prior to or during the Term of this Agreement, and shall protect the confidentiality of such information in a manner consistent with the manner in which such party treats its own confidential material, but in no event with less than reasonable care. Without the prior written consent of the other party, a party shall not disclose or make available any portion of the other party’s Confidential Information to any person, firm, association, or corporation, or use such Confidential Information, directly or indirectly, except for the performance of this Agreement. The foregoing restrictions shall not apply to Confidential Information that: (a) was known to such party (as evidenced by its written record) or was in the public domain prior to the time obtained by such party; (b) was lawfully disclosed to such party by a third party who did not receive it directly or indirectly from such party and who is under no obligation of secrecy with respect to the Confidential Information; or (c) became generally available to the public, by publication or otherwise, through no fault of such party. The parties shall take all necessary and appropriate steps in order to ensure that its employees and subcontractors adhere to the provisions of this section. All
Confidential Information shall be returned to the disclosing party or destroyed upon receipt by the receiving party of a written request from the disclosing party. ZoomInfo recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which may require that certain information be released, despite being characterized as “confidential” by ZoomInfo provided that prior to any such release or disclosure ZoomInfo will be notified and allowed to object or narrow the scope of the disclosure.

5.4 Personal Information. To the extent that either party transmits or receives personal information under this Agreement, such party shall comply with all applicable laws, rules, and regulations regarding privacy and the lawful processing of personal information. To the extent that personal data obtained by Licensee under this Agreement is subject to the E.U. General Data Protection Regulation (the “GDPR”), each party agrees that it is a “controller” with respect to such data as defined in the GDPR and agrees to comply with all applicable provisions. Within the ZoomInfo Technology, ZoomInfo may publish a list of persons who have requested that their personal information be removed from ZoomInfo’s database. Licensee agrees to review such list on a regular basis (no less frequently than once per month) and to remove from its possession any Licensed Materials Contact records relating to such persons in its possession, unless Licensee has established an independent lawful basis to process such person’s personal information.

5.5 Data Cleansing, Matching, and Related Requests. Licensee acknowledges that, through the use of Integration Tools or otherwise, Licensee may have the opportunity to transmit business contact information to ZoomInfo for purposes of matching, cleansing, or updating records with information from ZoomInfo’s database. In the event such information is transmitted to ZoomInfo, ZoomInfo will make commercially reasonable efforts consistent with its research protocols and priorities, to respond to match and clean and append requests by researching and/or verifying business contact information so submitted and supplementing ZoomInfo’s commercial database with information ZoomInfo is able to verify.

6. REPRESENTATIONS AND WARRANTIES

6.1 Each party represents and warrants that: (1) it is duly organized and validly existing and authorized to do business in the jurisdictions where it operates; and (2) it has the requisite power and authority to enter this Agreement and entering and complying with its obligations under this Agreement does not violate any legal obligation by which such party is bound.

6.2 Licensee represents and warrants, and covenants that it will not, in connection with this Agreement, including its use of or access to the Services, engage in, encourage, or permit conduct that violates or would violate any applicable law, rule, or regulation or any right of any third party.

7. REMEDIES

7.1 Remedies not Exclusive. No remedy provided in this Agreement shall be deemed exclusive of any other remedy that a party may have at law or in equity unless it is expressly stated herein that such remedy is exclusive.

7.2 Provisional Remedies. Each party recognizes that the unauthorized disclosure of Confidential Information or, as to Licensee, Licensed Materials, may cause irreparable harm to the other party for which monetary damages may be insufficient, and in the event of such disclosure, such other party shall be entitled to seek an injunction, temporary restraining order, or other provisional remedy as appropriate without being required to post bond or other security.
7.3 Reserved.

8. Reserved.

9. INDEMNIFICATION

9.1 Reserved.

9.2 ZoomInfo shall indemnify Licensee for any damages finally awarded by any court of competent jurisdiction against Licensee in, or for amounts paid by Licensee under a settlement approved by ZoomInfo in writing, of any legal proceeding brought by a third party alleging that the Licensed Materials or ZoomInfo Technology infringes upon or violates the intellectual property rights of any such third party. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice’s right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute 28 U.S.C. §516.

9.3 As a condition to any right to indemnification under this agreement, the indemnified party must (a) promptly give the indemnifying party written notice of the claim or proceeding, (b) give the indemnifying party sole control of the defense and settlement of the claim or proceeding (except that the indemnifying party may not settle any claim or proceeding unless it unconditionally releases the indemnified party of all liability), and (c) give the indemnifying party all reasonable assistance, at the indemnifying party’s expense. This section states the indemnifying party’s sole liability to, and the indemnified party’s exclusive remedy against, the other party for any claim or proceeding subject to indemnification hereunder.

10. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT FOR INSTANCES OF A PARTY’S OR ITS AGENT’S GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY PUNITIVE, EXEMPLARY, MULTIPLE, INDIRECT, CONSEQUENTIAL, SPECIAL, OR LOST PROFITS DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT, WHETHER FORESEEABLE OR UNFORESEEABLE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ZOOMINFO’S MAXIMUM LIABILITY TO LICENSEE SHALL BE THE AMOUNTS ACTUALLY PAID TO ZOOMINFO BY LICENSEE UNDER THIS AGREEMENT. EXCEPTING LIABILITY ARISING FROM LICENSEE’S OR ITS AGENT’S GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OR LICENSEE’S INDEMNIFICATION OBLIGATIONS HEREUNDER, LICENSEE’S MAXIMUM LIABILITY TO ZOOMINFO HEREUNDER SHALL BE TWO TIMES (2X) THE AMOUNT OF THE SUBSCRIPTION FEE. The foregoing limitation of liability shall not apply to (1) personal injury or death resulting from ZoomInfo’s gross negligence; (2) for fraud; or (3) for any other matter for which liability cannot be excluded by law.

11. DISCLAIMER AND EXPRESS WARRANTIES

ZOOMINFO WARRANTS THAT THE SERVICES, LICENSED MATERIALS, AND THE ZOOMINFO TECHNOLOGY WILL, FOR A PERIOD OF SIXTY (60) DAYS FROM THE DATE OF YOUR ACCEPTANCE, PERFORM SUBSTANTIALLY IN ACCORDANCE WITH THE SERVICES, LICENSED MATERIALS, AND THE ZOOMINFO TECHNOLOGY WRITTEN MATERIALS ACCOMPANYING IT. EXCEPT FOR ANY EXPRESS REPRESENTATIONS AND WARRANTIES STATED HEREIN, THE LICENSED MATERIALS, ZOOMINFO TECHNOLOGY, AND ANY OTHER SERVICES ARE PROVIDED “AS IS” AND ON AN “AS AVAILABLE” BASIS, AND NEITHER PARTY MAKES ANY ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED (EITHER IN FACT
OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER AND EACH PARTY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE, AND NON-INFRINGEMENT. NEITHER PARTY WILL HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF THE OTHER PARTY TO ANY THIRD PARTY.

12. AUDIT

During the Term of this Agreement and for a period of two (2) years after its expiration or termination, Licensee shall maintain complete and accurate records of Licensee’s use of the Licensed Materials and ZoomInfo Technology sufficient to verify compliance with this Agreement. Subject to Government security and other requirements, Licensee shall permit ZoomInfo and its auditors, upon reasonable advance notice and during normal business hours, to examine such records and any systems used by Licensee in connection with the Licensed Materials. The scope of any such audit will be limited to verification of Licensee’s compliance with the terms of this Agreement. Any audit performed under this paragraph shall be at ZoomInfo’s expense.

13. MISCELLANEOUS PROVISIONS

13.1 Marketing. To the extent permitted by the GSAR 552.203-71, Licensee hereby authorizes ZoomInfo to use Licensee’s name for its marketing efforts unless and until such authorization is revoked in writing.

13.2 Assignment. No rights or obligations under this Agreement may be assigned or delegated without the prior written consent of the other party, and any assignment or delegation in violation of this section shall be void.

13.3 Notices. Licensee shall provide an email address for notices under this Agreement. All notices or other communications permitted or required to be given hereunder shall be sent by electronic mail to the email address provided by the other party for such purpose and shall be deemed given when sent. Notices to ZoomInfo shall be sent to legal@ZoomInfo.com. If Licensee fails to provide an email address for notices, ZoomInfo may provide notices hereunder by any means reasonably calculated to provide Licensee with actual notice thereof.

13.4 Governing Law, Jurisdiction. This Agreement shall be construed in accordance with and governed for all purposes by federal law.

13.5 Currency. Reserved.

13.6 Suggestions and Feedback. ZoomInfo shall have a royalty-free, worldwide, transferable, sub-licenseable, irrevocable, perpetual license to use or incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by Licensee, including Authorized Users, relating to the operation of the Services.

13.7 Reserved.

13.8 Amendment. No modification or claimed waiver of any provision of this Agreement shall be valid except by written amendment signed by authorized representatives of ZoomInfo and Licensee.

13.9 Force Majeure. Reserved.
13.10 Government Contracting. The Services were developed exclusively at private expense and no part of the Services were first produced in the performance of a United States Government (“Government”) contract. Accordingly, all Services and any derivative work are “commercial items” as that term is defined in 48 C.F.R. 2.101. Government and Government Authorized Users may access and use the Services with only those rights set forth in this Agreement in accordance with 48 C.F.R. 12.212(b). Use of the Services is restricted in accordance with 48 C.F.R. § 12.211, 48 C.F.R. § 12.212, and 48 C.F.R. § 227.7102-2, as applicable. This Government rights clause is in lieu of, and supersedes, any Federal Acquisition Regulations (“FAR”), the Defense FAR Supplement (“DFARS”), or other clause or provision that addresses Government rights in computer software or technical data. In addition, no provisions or clauses of the FAR, the DFARS, any other Government Agency FAR supplement, or any state or local government contract, laws or regulations may be “flowed down” or deemed in any way to apply to the Services without ZoomInfo’s prior written consent, which consent may be granted, withheld, or conditioned in ZoomInfo’s sole discretion. Use for or on behalf of the Government is permitted only if the party acquiring or using the Services is properly authorized to do so by an appropriate Government official.
ZoomInfo Privacy Policy

Updated: August 22, 2021

ZoomInfo understands that you care about how information about you is used. This Privacy Policy (the “Policy”) explains how we collect information pertaining to businesses and business people (“Business Information”) and all other types of information, including personal information, through our online services (the “Services”), website, and mobile applications (collectively with the Services, the “Site”); how we maintain, use, and share that information; and how you can manage the way information about you is handled.

“ZoomInfo” for purposes of this Privacy Policy includes DiscoverOrg Data, LLC, a Delaware limited liability company, and its affiliates, including Zoom Information, Inc.

For individuals residing in the EEA, the UK, or Switzerland, please click here to find out more information.

For residents of the State of California, please click here to find out more about your rights under the California Consumer Privacy Act of 2018 (“CCPA”).

I. How we Collect Information

A. Where does ZoomInfo get the Business Information for its Business Profiles?

ZoomInfo creates profiles of business people and companies, which we call “Business Profiles,” from different sources. Once we have collected Business Information about a person or company, we combine multiple mentions of the same person or company into a Business Profile. The resulting directory of Business Profiles (the “Directory”) is then made available to the users of the Site and our customers and strategic partners. Business Information that may be provided in a Business Profile includes name, email address, job title and department, phone number, company name, postal address of company and business-related postal address of the person, employment history, and education history. Business Profiles may also include links to articles by, about, or quoting an individual and links to an individual’s social media profiles.

ZoomInfo obtains the data for its Business Profiles in several ways, including:

1. Our search technology scans the web and gathers publicly-available information.
2. We license information from other companies.
3. Users contribute Business Information about themselves or other people and companies. (See “ZoomInfo Community Edition,” below)
4. Through market research surveys and phone interviews conducted by our in-house research team.
ZoomInfo also makes certain limited Business Information from its Business Profiles publicly available in our directory pages on our Site (the “Public Directory”). The categories of Business Information that may be made available in the Public Directory include past or current name, company, company headquarters telephone number, office address, job title, and/or education information.

B. How does the ZoomInfo Community Edition and the ZoomInfo Contact Contributor Work?

ZoomInfo offers a service called ZoomInfo Community Edition (“Community Edition”). To subscribe to Community Edition, you are required to install software offered on the Site, known as the ZoomInfo Contact Contributor (the “Software”) or otherwise provide ZoomInfo with access to your email account. When you subscribe to Community Edition, you allow ZoomInfo to access certain Business Information stored by the application that your computer uses to manage your email and contacts, known as an “email client” (e.g., Microsoft Outlook) or stored by a provider of cloud services for email (e.g., Google Apps). If required to access this Business Information stored on your computer’s email and contact application(s), you may need to provide ZoomInfo with the necessary username and password information. We use this Business Information to improve the size and quality of our Directory. In exchange for allowing this access, you receive a subscription to Community Edition at no charge under specified terms and conditions (available at /about-zoominfo/ce-terms-conditions).

From the contacts within your email client and “signatures” within email messages, we collect the following Business Information, if available, for each person:

- Name
- Email address
- Job title and department
- Business phone numbers (general, direct, and fax)
- Company name
- Postal address of company
- Business related postal address of person
- Corporate website URLs
- Social Networking URLs

From the headers of your emails, we collect the following Business Information, if available:

- Metadata such as Internet Protocol addresses and the dates email messages are sent or received
- Email addresses, names, and job titles of recipients and senders

To ensure the integrity of the Directory, we take the following steps:
• Business Information Only – ZoomInfo only wants business-related information. Therefore, any contacts that have an address from a consumer-oriented service such as Gmail, Hotmail, or Yahoo are disregarded.
• Unattributed – We do not disclose who contributed particular information using the ZoomInfo Contact Contributor software or other contribution methods. (The only exceptions: See “Disclosures to Service Providers,” “Disclosures for Legal Reasons,” and “Disclosures to a Buyer of the Company,” below.)
• Opt Out – Anyone added to the Directory may request to be removed at any time, via email, web, or a toll-free number. We promptly honor such requests.

ZoomInfo does not “read” the body of your email messages; our technology automatically extracts only the data we describe in this Policy. We do not collect data from custom fields or notes in your email client.

Information from your email client will continue to be shared as described above as long as the Software remains installed. If you choose to stop sharing information from your email client with ZoomInfo, you can uninstall the Software at any time following the instructions at /cefaq. You may not, however, retroactively “unshare” the Business Information you have already made available to ZoomInfo.

C. Customer Information

Customer Information Collected. ZoomInfo may collect the following information from or regarding its customers: (1) personal contact information regarding users of the Services (“User Information”); (2) information uploaded to our system by a user of the Services (“Uploaded Information”); and (3) usage logs regarding the use of the Site and Services, including logins and other actions taken, time stamps, IP address, and other usage data (“Usage Logs”) (collectively, “Customer Information”).

You may be a user that has been provided access to the Site through your company license agreement. Your employer may require that one or more users have global rights to access any and all information of every user that has access through the company. If you have questions or concerns regarding the rights of other individuals in your company to access your User Information, Uploaded Information, or Usage Logs, you should raise those concerns with the appropriate person at your company.

Use of Customer Information. Customer Information may be used for ZoomInfo’s legitimate business interests in connection with your use of the Site, including to respond to user inquiries and fulfill user requests, complete transactions, provide customer service, send administrative information, and to personalize user experience with the Site. We may use Customer Information to better understand our users in general and to improve the content and functionality of the Site. We may use Customer Information to contact you in the future to tell you about services, promotions, opportunities, and other general information about ZoomInfo.
we believe will be of interest to you. We may use Customer Information to investigate and prosecute potential breaches of ZoomInfo’s security or license agreements.

ZoomInfo will not disclose Customer Information to any third party except in connection with a legitimate use as set forth herein, in connection with a bona fide legal dispute to which such information is relevant, in response to valid, compulsory legal process, or as otherwise required by law. ZoomInfo will, whenever possible, obtain confidentiality agreements from any person or entity to whom Customer Information is disclosed and ensure any recipients are committed to employing appropriate technological security measures.

ZoomInfo employs reasonable security and back-up procedures to protect Customer Information. However, in the unlikely event there is a loss or corruption of Customer Information, ZoomInfo is not responsible or liable for such loss or corruption. We encourage our users to retain copies of all Uploaded Information on their own system.

D. How else does ZoomInfo Collect Information?

**When you submit information through our Site.** Visitors to our Site may choose to submit their name, email address, phone number, and/or other information so that they can learn more about our Services, register to take part in a ZoomInfo-sponsored event, participate in a survey, contest, or sweepstakes, or apply to ZoomInfo’s open job positions, among other things. By accessing, using, and/or submitting information through the Site, you consent to the practices described in this Policy with regard to the information collected thereby as described herein. If you do not agree with this Policy, you should not submit any information through our Site and you must delete all cookies from your browser cache after visiting the Site and refrain from visiting or using the Site.

**When you manage your Business Profile.** ZoomInfo allows you to claim your Business Profile and to update the information listed about you in your Business Profile, including your name, job title, business email address, direct phone number, current and past employment information, and education history. We use the information you submit to update your Business Profile solely for purposes of verifying your identity, updating your Business Profile information, and honoring your privacy preferences. For additional information, see the “Your Choices” section below.

**When you use our Services.** In order to use certain ZoomInfo Services, you may be required to register as a user. From time to time, we may use your email address to send you information and keep you informed of products and services in which you might be interested. You will always be provided with an opportunity to opt out of receiving such emails. Your contact information may also be used to reach you regarding issues concerning your use of our Services or Site, including changes to this Policy. A more detailed description of how we may collect and use customer information can be found in the “Customer Information Collected” section above.
When you provide information to our customers. We receive information about our customers’ end-users from or on behalf of our customers. Because of the nature of our Services, this information may contain any type of data, but typically includes name, contact information, and company information, such as company name. We may also collect data about you automatically through your use of our Services, as described in the “Cookies and Similar Technologies” section below. If you are a visitor to or user of a website, application, or service on which a customer uses our Services, then any information that you provide through our Services is subject to the customer’s privacy policy and applicable terms. When we provide our Services to a customer, we act as a “data processor,” and the customer is considered to be the “data controller,” as further described in the “When ZoomInfo is a Controller” and “When ZoomInfo is a Processor” sections below.

When you refer a friend. If you choose to use our referral service to invite a friend to join ZoomInfo, we will ask you for your friend’s name and email address. We will automatically send your friend a one-time email inviting him or her to visit the Site. ZoomInfo will use this information for the sole purpose of sending this one-time email and will not store your friend’s name or email address.

When you purchase our products and Services. If you purchase one of our online subscription-based Services, you will need to provide credit card information. We will use that information solely for the purpose of fulfilling your ZoomInfo purchase request. We will store credit card information in an encrypted form and will not sell, share, or use it again without your prior consent. (The only exceptions are described in the sections below on “Disclosures to Service Providers,” “Disclosures for Legal Reasons,” and “Disclosures to a Buyer of the Company”).

When you use Chorus. Our data analytics tools and capabilities enable our customers to collect, store, analyze, and share the contents of audio, video, image, and text-based communications such as phone calls, video calls, emails, chats, webinars, and meetings, along with associated data and documentation. These recordings and analysis thereof may also contain Business Information or personal information, such as names, titles, and contact information. We may reproduce, analyze, summarize, and disclose these files, recordings, and any results of our Services with such customers and their relevant personnel and other team members, and customers may share this information with their personnel or others. We may collect biometric information of Chorus customers when such customers have provided us with their consent to do so. The collection and use of such biometric information are governed by our Biometric Privacy Notice in addition to this Policy.

When you use our mobile applications. When you download and use our mobile applications, we collect certain information from you including your device type, operating system, location, platform used, device ID, and the date you last used the app, among other non-personally identifiable information. We may also collect other information such as your name, email, company name, and information about your account with us. If you use our mobile app calendar integration, certain information will be collected from your calendar meetings, including meeting participants, meeting description, subject, and date and time of the meeting.
This information is collected to provide you with certain app features, such as meeting briefs with meeting and contact details within the app.

**When you use ZoomInfo Integrations.** As part of the Services, ZoomInfo may make available to its customers certain “Integrations.” In using ZoomInfo’s Integrations, such as ZoomInfo’s SFNA and web browser extensions, Business Information from customer’s CRM, MAT, or sales enablement software may be transmitted to ZoomInfo for purposes of matching or cleansing the customer’s data against ZoomInfo’s database as a feature of the Services. In that event, ZoomInfo may retain and store such Business Information for purposes of identifying potential contacts to supplement the Services, verifying the accuracy of such Business Information, removing out-of-date Business Information from the Services, or otherwise improving ZoomInfo’s research processes and the content provided through the Services. Information so received will not be attributable to the source. In the event that any customer wishes to opt out of ZoomInfo’s use of such information, they may do so by visiting the ‘Privacy Center’ within the ZoomInfo Salesforce Native Application and adjusting the appropriate controls.

**When you connect the Services to your email or calendar.** In order to provide certain Services, ZoomInfo may require access to your email account and/or calendar (e.g., through G-Suite or Office 365). Depending on the specific Services being used, we may collect email header information, email subjects, email bodies and attachments, and calendar meeting information such as meeting participants, meeting description, subject, and date and time of the meeting. Customers have control over what data is collected, including which mailboxes are connected, whether message attachments or content is collected, and which emails or email domains should not be collected. ZoomInfo’s access to and use of information received from Google Accounts will adhere to the [Google API Services User Data Policy](#), including the Limited Use requirements.

**From third parties.** ZoomInfo may obtain information about you from third-party sources such as our service providers and strategic partners. We may use this information to enhance the information that we already maintain about you and to improve the accuracy of our records, in addition to other purposes described in this Policy.

**Creation of aggregated information.** ZoomInfo may aggregate collected information about our users in a form that does not allow users to be personally identified for the purpose of understanding our customer base and enhancing the Site and the Services that we and our strategic partners and customers can provide you.

**Creation of information from inferences.** We may use the information we already have about you in order to draw inferences about you or to produce scores or ratings such as the Likely to Listen score. We use scoring models and algorithms that evaluate selected data points to produce a score predicting the likeliness of a candidate to respond to a recruiter’s outreach efforts. We do not make any decisions about individuals, and we do not tell our customers whether to reach out to a particular candidate or not.
Automated information collection. We also collect information using cookies, as described below under the “Cookies and Similar Technologies” section.

II. How we Use Information

In addition to the uses described in the above section, we may also use information for one or more of the following purposes:

- Provide, maintain, and improve the Site
- Verify, cleanse, update, and maintain Business Information and other information provided through the Site
- Provide and deliver the Services you request, process transactions, and send you related information, including communications and invoices
- Send you technical notices, updates, security alerts, and support and administrative messages
- Respond to your comments, questions, and requests, and provide customer support
- Create your ZoomInfo account and identify you when you sign in to your account
- Communicate with you about products, services, offers, promotions, rewards, and events offered by ZoomInfo and others, and provide news and information we think will be of interest to you
- Monitor and analyze trends, usage, and activities in connection with the Site
- Detect, investigate, and prevent fraud and other illegal activities
- Protect the rights and property of ZoomInfo, our customers, and others
- Personalize and improve the Site
- Notify you about important changes to the Site, including changes or updates to this Privacy Policy
- Facilitate contests, sweepstakes, and promotions, process entries, and deliver rewards
- Consider you for possible employment with ZoomInfo in connection with an application that you submit through the Site, and communicate with you about your application
- Create aggregated statistical data, inferred non-personal data, or anonymized or pseudonymized data (rendered non-personal and non-identifiable), which we or our business partners or customers may use to provide and improve our respective services
- Comply with our contractual and legal obligations, resolve disputes with users, and enforce our agreements
- Carry out any other purpose described to you at the time the information was collected

III. How we Share Information

Disclosures of Business Profiles. We may make any Business Information that our users contribute for inclusion in our Directory, that we collect from public web sources, that we collect through market research surveys and phone interviews conducted by our in-house research team, or that we license from third parties available to users of the Site, to our strategic partners, and to our customers. If you provide information, including Business
Information, in creating or updating your Business Profile, that information will be included in the Directory and thus can be viewed by third parties.

**Disclosures via Public Directory.** ZoomInfo makes certain limited Business Information from its Business Profiles publicly available in our Public Directory on our Site. The categories of Business Information that may be made available in the Public Directory include past or current name, company, company headquarters telephone number, office address, job title, and/or education information. Information in the Public Directory is publicly available to visitors who visit our Public Directory webpages on our Site.

**Disclosures to Affiliates.** We may share Business Information with our affiliates who may act for us for any of the purposes set out in this Privacy Policy, including our current and future parents, subsidiaries, and other companies under common control and ownership with ZoomInfo.

**Disclosures to Service Providers.** ZoomInfo may from time to time disclose Business Information or other collected information to service providers, solely for providing functions related to our operation of the Site and for no other purpose. For example:

- ZoomInfo uses service providers to process credit card payments on our Site. When you use a credit card to pay for ZoomInfo Services, information such as your name, billing address, phone number, email address, and credit card information will be submitted to service providers for verification and to manage any recurring payments.
- ZoomInfo uses software hosted by a service provider to provide us with information regarding our visitors’ activities on our Site. When you visit our Site, that service provider may set cookies on our behalf and may receive information about your browsing activity on our Site.

**Disclosures to Integration Partners.** In using ZoomInfo’s Integrations, such as ZoomInfo’s SFNA and web browser extensions, Business Information from ZoomInfo may be disclosed to a customer’s CRM, MAT, or sales enablement software as requested or directed by our customers.

**Disclosures for Legal Reasons.** We may disclose collected information, including Business Information, to a third party if we believe in good faith that such disclosure is necessary or desirable: (i) to comply with lawful requests, subpoenas, search warrants, or orders by public authorities, including to meet national security or law enforcement requirements; (ii) to address a violation of the law; (iii) to protect the rights, property, or safety of ZoomInfo, its users, or the public; or (iv) to allow ZoomInfo to exercise its legal rights or respond to a legal claim.

**Disclosures to a Buyer of the Company.** If our company or substantially all of our assets are acquired, or in the event of a merger or bankruptcy, information about you and/or information you provide to ZoomInfo may be among the transferred assets. You will be notified via email.
and/or a prominent notice on our Site of any change in ownership or uses of your personal information, as well as any choices you may have regarding your personal information.

Other Disclosures

If you register for a ZoomInfo event with a third-party speaker, your information will generally be shared with the speaker and any third-party sponsors or partners of the event.

We post customer testimonials on our Site which may contain the customer’s name. We always get consent from the customer prior to posting any testimonial. If you wish to update or delete your testimonial, you can contact us at privacy@zoominfo.com.

Our Site offers publicly accessible blogs or community forums. You should be aware that any content you provide in these areas may be read, collected, and used by others who access them. You can request the removal of your personal information from our blog or community forum by contacting us at privacy@zoominfo.com. In some cases, we may not be able to remove your personal information, in which case we will let you know if we are unable to do so and why.

IV. Cookies and Similar Technologies

Most websites, including our Site, use a feature of your browser to set a small text file called a “cookie” on your computer. The site placing the cookie on your computer can then recognize the computer when you revisit the site to allow auto log in and track how you are using the site.

When you visit our Site, our servers and/or those of our service providers automatically record certain information that your web browser sends, such as your web request, Internet Protocol address, browser type, referring/exit pages and URLs, number of clicks, domain names, landing pages, pages viewed, time and date of use, and other information. We may link this information to information that you submit while on our Site, which does allow you to be personally identified.

You are free to decline cookies. You can configure your browser to accept all cookies, reject all cookies, erase cookies, or notify you when a cookie is set. Electing to reject or disable cookies may substantially limit your ability to use our Site.

ZoomInfo may adopt other technologies that serve similar functions as cookies. If we do so, we will disclose it in this Policy.

A. Third Party Cookies

The use of cookies and similar technologies by our partners, affiliates, tracking utility company, and service providers is not covered by this Policy. We do not have access to or control over
these cookies. Our partners, affiliates, tracking utility company and service providers may use session ID cookies in order to:

- personalize your experience
- analyze which pages our visitors visit
- provide website features such as social sharing widgets
- measure advertising effectiveness
- track which areas of our site you visit; in order to remarket to you after you leave

To disable or reject third-party cookies generally, please refer to the third-party’s relevant website. You can also reject third-party analytics cookies by clicking the “Close” button on the cookie banner when visiting our Site.

B. Google Analytics

We use Google Analytics, a web analytics service provided by Google, Inc., on our Site. Google Analytics uses cookies or other tracking technologies to help us analyze how users interact with and use the Site, compile reports on the Site’s activity, and provide other services related to Site activity and usage. The technologies used by Google may collect information such as your IP address, time of visit, whether you are a return visitor, and any referring website. The Site does not use Google Analytics to gather information that personally identifies you. The information generated by Google Analytics will be transmitted to and stored by Google and will be subject to Google’s privacy policies. To learn more about Google’s partner services and to learn how to opt out of tracking of analytics by Google click [here](#).  

C. Web Beacons

Our Site contains electronic images known as “web beacons” (sometimes called single-pixel gifs) and are used along with cookies to compile aggregated statistics to analyze how our site is used and may be used in some of our emails to let us know which emails and links have been opened by recipients. This allows us to gauge the effectiveness of our customer communications and marketing campaigns.

D. Advertising Choices and Control

As described in this Privacy Policy, third parties on our Site may use cookies and similar tracking technologies to collect information and infer your interests for interest-based advertising purposes. If you would prefer to not receive personalized ads based on your browser or device usage, you may generally express your opt-out preference to no longer receive tailored advertisements. Please note that you will continue to see advertisements, but they will no longer be tailored to your interests.

To opt-out of interest-based advertising by participating companies in the following consumer choice mechanisms, please visit:
• European Interactive Digital Advertising Alliance’s consumer opt-out page (http://youronlinedecisions.eu)
• Network Advertising Initiative’s self-regulatory opt-out page (http://optout.networkadvertising.org/).

V. Your Choices

A. How Can You Change or Delete Your Professional Information?

To find out if you are in the ZoomInfo database, search for your first name and last name on the ZoomInfo home page. If you have a common name, you can limit your search based on geographical location or companies where you have worked.

Once you have located one or more ZoomInfo profiles in your name, consider these options for managing your professional profile on ZoomInfo:

Update Your Own Professional ZoomInfo Profile. Make sure your ZoomInfo profile is up to date for recruiters and others who may want to reach you. Simply verify your ZoomInfo profile and you can update your work history, education history, and contact information. You can also consolidate multiple ZoomInfo profiles in your name to create a comprehensive snapshot of your professional background. Please Click here to view, verify, and update your ZoomInfo Directory profile.

Remove Your ZoomInfo Profile Completely. If you wish to completely remove your existing individual profile from the Directory, please visit Remove Your Zoominfo Professional Profile or email remove@zoominfo.com. If you make this choice, your name, employment history, education history, web references, and contact information (including email address) will be removed from our search results as soon as possible.

B. How Can You Change or Delete Your Company Information?

To find out if your company is in the ZoomInfo database, search for your organization on the ZoomInfo home page. Once you have located the ZoomInfo profile, consider these options for managing your company profile on ZoomInfo:

Update Your Company Profile on ZoomInfo. Simply verify your ZoomInfo company profile to update your company description, industry, company location, and more. You can also consolidate multiple ZoomInfo profiles to create a comprehensive snapshot of your company. Please click here to view, verify, and update your ZoomInfo company profile.
Remove Your Company ZoomInfo Profile Completely. ZoomInfo is a specialized web search engine, similar to Google but focused on finding information about companies and professionals. We gather all information about companies from corporate web sites, press releases, and/or SEC documents filed with the US government. The company summaries are created automatically by ZoomInfo’s software based on the information we find on those documents.

As a company policy, ZoomInfo does not remove company information from our search engine. If any of the company information is incorrect, please update your company profile.

C. How Can You Opt-Out of Certain Uses of Your Information?

ZoomInfo gives you the opportunity to “opt out” of having your information used for certain purposes.

If you no longer wish to receive our newsletter and promotional communications, you may opt-out of receiving them by following the instructions included in each newsletter or communication or by visiting /unsubscribe. After we receive your request, we will send you an email message to confirm that you have been unsubscribed.

ZoomInfo will not share information about you that you submit when you register for our Services with third parties for promotional uses unless you opt in to such sharing within your ZoomInfo account or ZoomInfo has separately acquired such information from other sources, in which case ZoomInfo will give you the opportunity to opt out via email.

If you have registered for a ZoomInfo account and opted in to share your information with ZoomInfo subscribers, you may opt out by signing in to your ZoomInfo account and changing your preferences by clicking “Edit” next to your contact information on the Profile page.

If you have subscribed to Community Edition and opted in to share your business contacts with ZoomInfo in exchange for free access to our premium services, you may opt out of any further sharing of business contacts by uninstalling the Software, as described on /cefaq. If you uninstall the Software, your subscription to Community Edition will immediately expire and ZoomInfo will no longer collect Business Information from you through this method (however, you will not be able to ‘unshare’ the Business Information you have previously provided to ZoomInfo).

You may also communicate your opt-out request to ZoomInfo by telephone or postal mail by using the contact information at the bottom of this Policy.

VI. How Do We Keep Your Information Secure?
The security of your information is important to us. When you enter sensitive information (such as a credit card number) on our registration forms, we encrypt that information using secure socket layer technology (SSL).

We follow generally accepted industry standards to protect the information submitted to us, both during transmission and once we receive it. However, no method of Internet transmission or electronic storage is 100% secure. Therefore, while we strive to use commercially acceptable means to protect your information, we cannot guarantee its absolute security.

VII. Data Retention

We will retain your information for a period of time consistent with the original purpose(s) for which we collected it, as described in this Privacy Policy. We will retain your information (i) for as long as we have an ongoing relationship with you and as needed to provide you Services; (ii) as necessary to comply with our legal obligation(s); (iii) as necessary to resolve disputes or to protect ourselves from potential future disputes; or (iv) as necessary to enforce our agreements. Retention periods will be determined taking into account the amount, nature, and sensitivity of your information and the purpose(s) for which it was collected. After the retention period ends, we will delete your information. Where we are unable to do so, we will ensure that appropriate measures are put in place to prevent any further use of your information.

VIII. Links to Other Sites

This Site contains links to other sites that are not owned or controlled by ZoomInfo. We are not responsible for the privacy practices of such other sites. When you leave our Site, we encourage you to be aware and to read the privacy statements of each and every website that collects personally identifiable information. This Policy applies only to information collected by this Site or in the method(s) otherwise discussed herein.

IX. Social Media Widgets

Our Site includes social media features, such as the Facebook “Like” button and “Widgets,” such as the “Share” button or interactive mini-programs that run on our Site. These features may collect your IP address, which page you are visiting on our Site, and may set a cookie to enable the feature to function properly. Social media features and widgets are either hosted by a third party or hosted directly on our Site. Your interactions with these features are governed by the privacy policy of the company providing it.

X. Information for Users in Europe and Elsewhere Outside the U.S.

If you use our Site outside of the United States, you understand that we may collect, process, and store your personal information in the United States and other countries in which we or our affiliates or subcontractors maintain facilities. The laws in the U.S. regarding personal information may be different from the laws of your state or country.
A. Users in the European Union (EEA), the UK, and Switzerland

If you are a resident of the EEA, the UK, or Switzerland, the following information applies.

**Purposes of processing and legal basis for processing:** As explained above, we process personal information in various ways depending upon your use of our Sites. We process personal information on the following legal bases:

1. with your consent;
2. as necessary to perform our agreement to provide Services;
3. as necessary for compliance with a legal obligation to which we are subject; and
4. as necessary for our legitimate interests in providing the Sites where those interests do not override your fundamental rights and freedom related to data privacy.

ZoomInfo’s collection of Business Information, and the creation and licensing of ZoomInfo’s Business Profiles and Directory, are within ZoomInfo’s legitimate interests to organize and make available business contact information given the limited impact of this data on an individual’s private life and that this information, unlike personal contact details, is widely disclosed. ZoomInfo has put in place safeguards to protect personal privacy and individual choice, including disclosures of its data processing activities, the use of consent or opt-outs wherever possible, and the implementation of a privacy center: [about-zoominfo/privacy-center](http://about-zoominfo/privacy-center).

**Right to lodge a complaint:** Users that reside in the EEA, the UK, or Switzerland have the right to lodge a complaint about our data collection and processing actions with the supervisory authority concerned. Contact details for data protection authorities are available [here](http://here).

**Transfers:** Personal information we collect may be transferred to, and stored and processed in, the United States or any other country in which we or our affiliates or subcontractors maintain facilities. Per the applicable requirements of the General Data Protection Regulation (“GDPR”), we will ensure that transfers of personal information to a third country or an international organization are subject to appropriate safeguards as described in Article 46 of the GDPR, such as the EU Standard Contractual Clauses. Please see “Privacy Shield Frameworks” below regarding our compliance with the EU- and Swiss-US Privacy Shields.

**Individual Rights:** If you are a resident of the EEA, the UK, or Switzerland, you are entitled to the following rights under the GDPR. **Please note:** In order to verify your identity, we may require you to provide us with personal information prior to accessing any records containing information about you.

- **The right to access, correction, and restriction of processing.** You have the right to request access to, and a copy of, your personal information at no charge, as well as certain information about our processing activities with respect to your data. You have the right to request correction or completion of your personal information if it is...
inaccurate or incomplete. You have the right to restrict our processing if you contest the accuracy of the data we hold about you, for as long as it takes to verify its accuracy.

- **The right to data portability.** You have the right to ask for a copy of your data in a machine-readable format. You can also request that we transmit your data to another entity where technically feasible.

- **The right to request data erasure.** You have the right to have your data erased from our Site if the data is no longer necessary for the purpose for which it was collected, you withdraw consent and no other legal basis for processing exists, or your fundamental rights to data privacy and protection outweigh our legitimate interest in continuing the processing.

- **The right to object to our processing.** You have the right to object to our processing if we are processing your data based on legitimate interests or the performance of a task in the public interest as an exercise of official authority (including profiling); using your data for direct marketing (including profiling); or processing your data for purposes of scientific or historical research and statistics.

**When ZoomInfo is a Controller.** ZoomInfo acts as a data controller when we collect and use information about data subjects who are visitors to our Site, as well as when we collect and use information about data subjects for purposes of creating and maintaining our Business Profiles and providing the Services. ZoomInfo’s Data Protection Officer can be contacted by email at privacy@zoominfo.com.

**When ZoomInfo is a Processor.** When our customers use our Services, they are acting as the data controller and are responsible for ensuring that personal information collected about data subjects is being processed lawfully. In those circumstances, we are acting as the data processor, and receive personal information as agents of our customers merely for processing as instructed by our customers. Our customers are solely responsible for determining whether and how they wish to use our Services, and for ensuring that all third-party individuals that are a visitor to or user of a website, application, or service on which a customer uses our Services have been provided with adequate notice regarding the processing of their personal information, have given informed consent where such consent is necessary or advised, and that all legal requirements applicable to the collection, use, or other processing of personal information through our Services have been met by such customers. Our customers are also responsible for handling data subject rights requests under applicable law, by their users and other individuals whose data they process through the Services. ZoomInfo’s obligations with respect to personal information for which we are solely a data processor are defined in our agreements with our customers and are not covered by this Policy.

**B. The General Data Protection Regulation (“GDPR”) 2016/679**

ZoomInfo endeavors to comply with the provisions of the GDPR as to any information in its possession regarding European Union-based persons (“data subjects”). As such, ZoomInfo only processes personal information on data subjects where it has a lawful basis to do so, which may include the consent of the person (especially in the case of website visitors who provide their
information), performance of a contract, compliance with a legal obligation, or the legitimate interest of the controller or a third party. ZoomInfo provides notice to all data subjects as required by GDPR Article 13 or 14, as appropriate, and honors the rights of data subjects provided in Articles 12-23, including the right to be forgotten. For any opt-out requests or other inquiries related to privacy, please visit our privacy center at /about-zoominfo/privacy-center or email remove@zoominfo.com.

In the course of obtaining data to be included on the Site, if ZoomInfo obtains Business Information regarding an individual that ZoomInfo has reason to believe is based in the European Union, ZoomInfo will provide such individual with a notice detailing the information ZoomInfo has on such person, the purpose for which it will be used, and informing such person of their rights with respect to such information, including the right to know what information ZoomInfo possesses on them, to correct such information, or to opt out of data collection entirely. Such persons may opt out of the ZoomInfo database by visiting /update/remove or emailing remove@zoominfo.com.

C. Privacy Shield Frameworks

While ZoomInfo continues to be certified by and adhere to the principles of the Privacy Shield Frameworks, in light of the Court of Justice of the European Union decision regarding the legal effect of the EU-US Privacy Shield Framework, ZoomInfo does not rely upon the Frameworks to ensure the lawful transfer of data from EEA to non-EEA countries.

ZoomInfo complies with the EU-US Privacy Shield Framework and Swiss-U.S. Privacy Shield Framework as set forth by the US Department of Commerce regarding the collection, use, and retention of personal information transferred from the European Union and Switzerland to the United States. ZoomInfo has certified to the Department of Commerce that it adheres to the Privacy Shield Principles. If there is any conflict between the policies in this Policy and the Privacy Shield Principles, the Privacy Shield Principles shall govern. To learn more about the Privacy Shield program, any rights you may have to binding arbitration before a Privacy Shield Panel, and to view our certification page, please visit https://www.privacyshield.gov.

For information received under the Privacy Shield, ZoomInfo will require third parties to whom we disclose personal information to safeguard that personal information consistent with this Policy by contract, obligating those third parties to provide at least the same level of protection as is required by the Privacy Shield Principles. EU and Swiss citizens may choose to opt-out of such disclosures. ZoomInfo may have liability to you in case of failure to comply with the law or this policy in handling onward transfer of your information to third parties.

In compliance with the Privacy Shield Principles, ZoomInfo commits to resolve complaints about your privacy and its collection or use of your personal information. European Union or Swiss individuals with inquiries or complaints regarding this Policy should first contact ZoomInfo at privacy@zoominfo.com. European Union and Swiss individuals have the right to access their personal information.
ZoomInfo further has committed to refer unresolved privacy complaints under the Privacy Shield Principles to JAMS (Judicial Arbitration & Mediation Services), an independent alternative dispute resolution provider located in the United States and recognized for this purpose by the US Department of Commerce. If you do not receive timely acknowledgment of your complaint, or if your complaint is not satisfactorily addressed, please visit https://www.jamsadr.com/eu-us-privacy-shield for more information, and to file a complaint.

The Federal Trade Commission has enforcement authority regarding ZoomInfo’s compliance with the Privacy Shield Principles.

XI. Your California Privacy Rights

If you are a California resident, California law permits you to request certain information regarding the disclosure of your personal information by us to third parties for the third parties’ direct marketing purposes. To make such a request, please send your request, by mail or email, to the address at the end of this Policy under the “Contact Us” section.

XII. Do Not Track Signals

Your browser or device may include ‘Do Not Track’ functionality. Our information collection and disclosure practices, and the choices that we provide to visitors, will continue to operate as described in this Policy, whether or not a Do Not Track signal is received.

XIII. Children’s Privacy

Our Site is not directed to or intended for individuals under the age of 16. We do not knowingly collect or use any personal information from users of our Site who are under the age of 16. No personal information should be submitted to our Site by individuals who are under 16 years of age. If we learn that we have collected information from someone who is under 16, we will take steps to delete the personal information as soon as possible. If you believe we may have collected personal information from someone under 16, please contact us at privacy@zoominfo.com.

XIV. Changes to this Policy

ZoomInfo reserves the right to modify this Policy from time to time, so please review it regularly. If we make material changes to this policy, we will notify you here, by email, and/or by means of a notice on our homepage prior to the changes becoming effective.

XV. Non-Privacy Shield Related Questions or Complaints

Reserved.

XVI. Contact Us
If you have questions or concerns regarding this Privacy Policy, please contact us at:

ZoomInfo
Attn: Privacy
805 Broadway, Suite 900
Vancouver, WA 98660
360-718-5630
Email: privacy@zoominfo.com