PKWARE®

**GENERAL SERVICES ADMINISTRATION
FEDERAL SUPPLY SERVICE
AUTHORIZED FEDERAL SUPPLY SCHEDULE CATALOG/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 is available through GSA *Advantage!,* a menu-driven database system. The INTERNET address for GSA *Advantage!* is http://www.gsaadvantage.gov

GENERAL PURPOSE COMMERCIAL INFORMATION   TECHNOLOGY EQUIPMENT, SOFTWARE, AND SERVICES

FSC GROUP: 70

SIN 132-33 - PERPETUAL SOFTWARE LICENSES - FSC CLASS 7030

SIN 132-34 - MAINTENANCE OF SOFTWARE

PKWARE, Inc.

648 N. Plankinton Ave., Suite 220, Milwaukee, WI 53203-2927

414.289.9788

www.pkware.com

Contract Number: **GS-35F-0618R**

Period Covered by Contract: **May 27, 2005 through May 26, 2015**

General Services Administration
Federal Acquisition Service

Pricelist current through Modification #PO-0025, effective 03/14/12

List of Mass Mod Approvals

Mod #	Mod Title	Acceptance Date
A013	Schedule 70 Refresh 24	11/3/2009
A095	Schedule 70 Refresh 26	8/20/2010
A112	Authorized Negotiators	4/15/2011
A160	Schedule 70 Refresh 27	5/10/2011
A188	Schedule 70 Refresh 28	7/18/2011
A197	Schedule 70 Refresh 29	1/15/2013
A215	Schedule 70 Refresh 30	1/16/2013
A308	Schedule 70 Refresh 31	1/17/2013
A344	Removal of Clause I-FSS-125	12/11/2013
A345	Schedule 70 Refresh 32	10/2/2013
A377	Schedule 70 Refresh 33	6/3/2014

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

SIN 132-33 - PERPETUAL SOFTWARE LICENSES - FSC CLASS 7030

SIN 132-34 - MAINTENANCE OF SOFTWARE

1b. **LOWEST PRICED MODEL NUMBER AND PRICE FOR EACH SIN**:

SIN 132-33 – Item SEZ00-1402-ENG-AB0 (100+) - $16.18.

SIN 132-34 – Multiple items all priced at 17.5% off of GSA price for associated 132-33 item.

2. **MAXIMUM ORDER**: $500,000.

3. **MINIMUM ORDER**: $100.

4. **GEOGRAPHIC COVERAGE**: The Geographic Scope of Contract will be domestic and overseas delivery.

5. **POINT OF PRODUCTION**:   Milwaukee, WI, Waukesha County.

6. **DISCOUNT FROM LIST PRICES**: Government prices are net.

7. **QUANTITY DISCOUNT**: None.

8. **PROMPT PAYMENT TERMS**: Net 30.

9a.   Government Purchase Cards are accepted at or below the micro-purchase threshold.

9b.   Government Purchase Cards are not accepted above the micro-purchase threshold.

10. **FOREIGN ITEMS**: None.

11a. **TIME OF DELIVERY**:

      132-33: 30 Days or as mutually agreed with the ordering activity
      132-34: 30 Days or as mutually agreed with the ordering activity

11b. **EXPEDITED DELIVERY**: None.

11c. **OVERNIGHT AND 2-DAY DELIVERY**: None.

11d. **URGENT REQUIRMENTS**: None.

12. **FOB POINT**: DESTINATION.

13a. **ORDERING ADDRESS**:

PKWARE, Inc.
648 N. Plankinton Ave.
Suite 220, Milwaukee, WI 53203-2927

13b. **ORDERING PROCEDURES**: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in Federal Acquisition Regulation (FAR) 8.405-3.

14. **PAYMENT ADDRESS**:

PKWARE, Inc.
648 N. Plankinton Ave.
Suite 220, Milwaukee, WI 53203-2927

15. **WARRANTY PROVISION**: Contractor warrants, for a period of ninety (90) days following ordering activity's receipt of the Software that the Software will operate substantially in conformance with Contractor's current published documentation and specifications for such Software ("Warranty Period"). If at any time during the Warranty Period, Contractor or the ordering activity discovers a defect, or error in the Software or a failure to conform to the provisions of the foregoing warranty, Contractor will correct such defect, error or non-conformity by, among other things, supplying the ordering activity with such corrective codes and making such addition, modification, replacement or adjustment as may be necessary to keep the Software operating in conformity with the warranties herein. In the event that Contractor is unable to correct such defect, error or non-conformity, Contractor shall refund to the order activity all the fees paid by the ordering activity for the Software and the associated maintenance and support and the license for such installation of the Software would terminate.

16. **EXPORT PACKING CHARGES**: Not applicable.

17. **TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCE**: Accepted at or below and above the micro-purchase level.

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

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

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

20a. **TERMS AND CONDITIONS FOR ANY OTHER SERVICES**: N/A

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

22. **LIST OF PARTICIPATING DEALERS** (IF APPLICABLE): N/A

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

24a. **SPECIAL ATTRIBUTES SUCH AS ENVIRONMENTAL ATTRIBUTES** (e.g. recycled content, energy efficiency, and/or reduced pollutants): N/A

24b. **Section 508 Compliance for EIT**: The EIT standard can be found at: www.Section508.gov/.

PKWARE supports Federal Regulation Section 508 (Rehabilitation Act of 1973 and Rehabilitation Act Amendments of 1998) and the continuing efforts of the federal government in making IT products and services easily accessible to all people including those with disabilities.

PKWARE does currently offer end-user software products, which may be subject to Section 508. PKWARE software is designed for use in multiple computing environments and works with industry standard operating systems. PKWARE is in the process of reviewing its software to determine if it is in conformance with the Section 508.

25. **DUNS NUMBER**: 175335124

26. **NOTIFICATION REGARDING REGISTRATION IN SYSTEM OF AWARD MANAGEMENT (SAM) DATABASE**: Yes

TERMS AND CONDITIONS APPLICABLE TO PERPETUAL SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-33) AND MAINTENANCE (SPECIAL ITEM NUMBER 132-34) OF GENERAL PURPOSECOMMERCIAL INFORMATION TECHNOLOGY SOFTWARE

1. **NSPECTION/ACCEPTANCE**

The Contractor shall only tender for acceptance those items (aka the "Software") that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any software that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming software at no increase in contract price. The ordering activity must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the Software, unless the change is due to the defect in the Software.

2. **GUARANTEE/WARRANTY**

a.   Unless specified otherwise in this contract, the Contractor's standard commercial guarantee/warranty as stated in the contract's commercial pricelist will apply to this contract.

Contractor warrants, for a period of ninety (90) days following ordering activity's receipt of the Software that the Software will operate substantially in conformance with Contractor's current published documentation and specifications for such Software ("Warranty Period"). If at any time during the Warranty Period, Contractor or the ordering activity discovers a defect, or error in the Software or a failure to conform to the provisions of the foregoing warranty, Contractor will correct such defect, error or non-conformity by, among other things, supplying the ordering activity with such corrective codes and making such addition, modification, replacement or adjustment as may be necessary to keep the Software operating in conformity with the warranties herein. In the event that Contractor is unable to correct such defect, error or non-conformity, Contractor shall refund to the ordering activity all the fees paid by the ordering activity for the Software and the associated maintenance and support and the license for such installation of the Software would terminate.

b.   The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

c.   Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

3. **TECHNICAL SERVICES**

The Contractor, without additional charge to the ordering activity but provided the applicable services for SIN 132-34 are contracted for as required, shall provide a hot line technical support number (414) 289-9788 for the purpose of providing user assistance and guidance in the implementation of the Software by using its best commercial efforts to correct Error Conditions as they are reported by the ordering activity. During ordering activity's contracted maintenance term, the technical support number is available from 8:00 a.m through 6:00 p.m. Central Time, Monday through Friday, except for Contractor's holidays, a list of which is available from Contractor upon request (the "Business Hours").

Contractor's Technical Services Definitions:

"Error Condition" means any demonstrable, reproducible defect, program error, or other non-conformance of the Software with its documentation caused solely by errors or defects in the code of the Software.

"New Version" means a complete replacement of the executable code of the Software in machine-readable form that provides significant new features or functions. A New Version may incorporate one or more enhancements and includes only such enhancements that change the version number immediately to the left of the decimal point. Changes to the version number are made solely at Contractor's discretion.

"New Release" means a partial or complete replacement of the executable code of the Software in machine-readable form, which may provide new features or functions. A New Release may incorporate some or no enhancements. And includes only such alterations that change the release number to the immediate right of the decimal point. Changes to the release number are made solely at Contractor's discretion.

"Modification" means a partial or complete replacement of the executable code of the Software in machine-readable form which provides product function or correction that is distributed outside the Contractors' standard generally announced "New Version" and "New Release" delivery methods.

"Pre-Release Change" means any enhancement, the development or testing of which is not yet completed, such that it is not yet generally released to Contractor's customers.

Additional Technical Services Terms:

Regardless of the nature of the Error Condition, Contractor may provide a resolution in the form of a Pre-Release Change, a Modification, or such other information, instructions or patches as are sufficient to eliminate or reduce the Error Condition. Ordering activity agrees to promptly notify Contractor in writing following the discovery of any Error Condition. Further, upon discovery of an Error Condition, and at the request of Contractor, the ordering activity agrees to submit a listing of output and any other information that Contractor may require in order to reproduce the Error Condition and/or the operating conditions under which the Error Condition occurred or was discovered.

Ordering activity further agrees to acquire, install and/or implement as directed, certain services, hardware, software, software versions, releases, and the like, as may be deemed necessary by Contractor from time to time for proper operation of the Software. Such items may be at an additional cost for which ordering activity is solely and financially responsible. Ordering activity is responsible for procuring, installing, and maintaining all equipment, telephone lines, communications interfaces, and other hardware necessary to operate the Software and to obtain support from Contractor. Contractor shall not be responsible for delays or inability to provide maintenance or support caused by events or circumstances beyond its reasonable control.

The following matters are not covered by Contractor's technical service obligations hereunder:

(a) any problem resulting from misuse, improper use, or damage of the Software, to the extent caused by the ordering activity, provided the ordering activity's actions were not directed by Contractor or set forth in the Software documentation;

(b) any problem resulting from any unauthorized modification made to the Software, but only to the extent of such modification;

(c) any problem resulting from software not licensed to ordering activity by Contractor or from failure of software not provided or recommended for use with the Software by Contractor (any such software is a "Nonqualified Product");

(d) any problem resulting from the combination of the Software with any Nonqualified Product.

Contractor will not provide support services for a problem caused by a Nonqualified Product or the combination of the Software with any Nonqualified Product. If, in Contractor's opinion, performance of any technical support for Software is made more difficult or impaired because of ordering activity's use of Nonqualified Products, Contractor shall so notify ordering activity, and ordering activity will immediately remove the Nonqualified Product at its own

risk and expense during Contractor's efforts to render support. Ordering activity shall be solely responsible for the compatibility and functioning of Nonqualified Products with the Software.

In connection with Contractor's provision of technical support for the Software, ordering activity has the responsibility to do each of the following with respect to the Software: (1) maintain the designated computer system and associated peripheral equipment in good working order in accordance with the manufacturers' specifications, and insure that any problems reported to Contractor are not due to hardware malfunction; (2) maintain the designated computer system at the latest code revision level deemed necessary by Contractor for proper operation of the Software; (3) perform any tests or procedures recommended by Contractor for the purpose of identifying and/or resolving any technical problems submitted by ordering activity for service under the terms of this agreement; (4) maintain a procedure external to the Software for reconstruction of lost or altered files, data, or programs to the extent deemed necessary by ordering activity; (5) at all times follow routine operational procedures as specified in the Software documentation; (6) remain solely responsible for providing dummy data in the event Contractor has on-line access to ordering activity's Software installation in order to to best safeguard ordering activity's proprietary, confidential, and classified information; (7) ensure that the computer system on which the Software is installed is also isolated from any process links, or anything that could cause harm or interference, before the ordering activity requests or receives remote support assistance from Contractor; and (8) provide all information necessary for Contractor to perform its duties hereunder in American English in a form discernible by Contractor.

4. SOFTWARE MAINTENANCE

a. Software maintenance as it is defined: (select software maintenance type)

1. Software Maintenance as a Product

    Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that are included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user's self diagnostics.

b. Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

5. PERIODS OF MAINTENANCE (132-34)

a. The Contractor shall honor orders for periods for the duration of the contract period or a lessor period of time.

b. Maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice to the Contractor.

c. Annual Funding. When annually appropriated funds are cited on an order for maintenance, the period of the maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the maintenance orders citing the new appropriation shall be required, if the maintenance is to be continued during any remainder of the contract period.

d. Cross-Year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.

e. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the maintenance is to be terminated at that time. Orders for the continuation of maintenance will be required if the maintenance is to be continued during the subsequent period.

f.   In the event the ordering activity discontinues Software maintenance and support via either termination or expiration of the contracted maintenance term, and subsequently opts to resume Software maintenance and support then the ordering activity shall pay to Contractor the applicable maintenance fee for the lapsed maintenance period.

6.   CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE   (NOT APPLICABLE TO THIS GSA SCHEDULE)

7.   TERM LICENSE CESSATION (NOT APPLICABLE TO THIS GSA SCHEDULE)

8.   UTILIZATION LIMITATIONS - (132-33, AND 132-34)

a.   Software acquisition is limited to commercial computer software defined in FAR Part 2.101.

b.   When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:

(1)   Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.

(2)   Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property   with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.

(3)   Except as is provided in paragraph 8.b(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third   party without the prior written approval of the Contractor. Third parties do not include prime contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.

(4)   The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of disaster recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.

(5)   "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

9. SOFTWARE CONVERSIONS - (132-33)

Full monetary credit will be allowed to the ordering activity when conversion from one version of the supported Software to another version of the supported Software is made as the result of a change in successive versions of a vendor's operating system (e.g. from Windows XP to Windows Vista), or from one specific make/brand of a computer system to a successive version of that system of like-capacity. Under a perpetual license (132-33), the purchase price of the new software for the aforementioned conversion shall be reduced by the amount that was paid to purchase the earlier version.

10. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

The Contractor shall include, in the schedule pricelist, a complete description of each software product and a list of equipment on which the software can be used. Also, included shall be a brief, introductory explanation of the modules and documentation which are offered.

Products Overview: http://www.pkware.com/software

Enterprise Software Solutions

Software for the efficient, secure and interoperable data transfer and storage on desktops, servers and mainframes. SecureZIP seamlessly compresses and secures data with end-to-end encryption throughout the extended enterprise and delivers interoperability across all major computing platforms – mainframe, midrange, server, and desktop.

For the Server and the zSeries Software described below, installation and production usage is only permitted on the Authorized Machine(s) located at the Authorized Site. "Authorized Machine" shall mean each computer (a) which is owned or operated by or on behalf of the ordering activity and operated at an Authorized Site, and (b) which is identified in the ordering activity's accepted purchase order to the extent applicable to the Software. "Authorized Site" shall mean the physical location identified in the ordering activity's accepted purchase order to the extent applicable to the Software at which the ordering activity may install and use the Software on an Authorized Machine. Nothing herein seeks to negate or override the ordering activity's licensed non- production/disaster recovery usage of the Software as specified in Section 8 above and such usage is authorized by Contractor.

The standard use license for the Software solutions specified below do not include a license to distribute self- extracting files unless otherwise agreed to in writing by Contractor and the ordering activity. As such, the ordering activity may only use the Software to create files that uncompress and/or decrypt upon being opened ("Self- Extracting Files") for internal use and the ordering activity may not sell, transfer, assign, license, or otherwise distribute to any third party any Self-Extracting File created through the use of the Software where the ordering activity derives any compensation in whatever form, or any commercial gain whatsoever.

For all license purchases the ordering activity will maintain true, complete, and correct records as to the location and use of each copy of the Software in its possession or control. Upon written request from Contractor, which is limited to once in any twelve (12) month period, the ordering activity will provide Contractor with a statement of license compliance in regard to the Software on such ordering activity's letterhead.

SecureZIP for Windows Desktop

State-of-the-art data security with email integration, administrative control, and integrated PKI support .

The license for SecureZIP for Windows Desktop permits the ordering activity to install and use such Software concurrently on the number of computers set forth on the ordering activity's accepted purchase order (the"Authorized Number"). The ordering activity may use remote access technologies, such as Citrix® Access Platform or Microsoft® Terminal Services to access and use licensed copies of the Software provided the ordering activity purchases a license for at least the same number of licenses of the Software as the ordering activity holds seats for the remote access technologies. For example, if the ordering activity has 200 licenses for SecureZIP and 100 of those users can also access SecureZIP via Citrix, then the ordering activity is required to purchase 300 license for SecureZIP.

SecureZIP Server

(Supported Platforms: Solaris, HP-UX, IBM-AIX, Linux, Windows) Combined state-of-the-art data security,   automatic FTP and SMTP email integration, support for enterprise management consoles, integrated PKI support &   command line interface

The purchase of a license for SecureZIP on a UNIX, Linux or Windows server is required for each physical processor on an Authorized Machine. For purposes of this agreement, a physical processor means a single chip that houses a collection of one or two cores and a core means a collection of one or more set of shared execution resources. A physical processor housing more than two cores will require a purchase of a license for each additional pair of cores. In the event SecureZIP is installed in a virtual operating environment, Contractor   requires the purchase of a license for each virtual operating environment.

PKZIP Server

(Supported Platforms: Solaris, HP-UX, IBM-AIX, Linux, Windows) Automatic FTP and SMTP email integration,   support for enterprise management consoles, data security & command line interface

The purchase of a license for PKZIP on a UNIX, Linux or Windows server is required for each physical processor on an Authorized Machine. For purposes of this agreement, a physical processor means a single chip that houses   a collection of one or two cores and a core means a collection of one or more set of shared execution resources. A physical processor housing more than two cores will require a purchase of a license for each additional pair of cores. In the event PKZIP is installed in a virtual operating environment, Contractor requires the purchase of a   license for each virtual operating environment.

SecureZIP for zSeries

All the compression feature sets within PKZIP for zSeries as well as options for digital certificate and password- based encryption. Powered by trusted RSA BSAFE algorithms that support FIPS 197 – certified AES and 3DES for encrypting file contents and file names. Ability to read digitally signed files and passwords or certificate-encrypted files created by SecureZIP on any platform. Add-on features include secure store for private keys, certificate-based digital signatures, integration with directory servers, etc.

A Software license for SecureZIP on a zSeries machine is specific to the number of processors, serial number and MIPS capacity of such licensed machine (aka the Authorized Machine). Any change to the Authorized Machine including a transfer of the license to a different machine is subject to the applicable fees. All MIPS ratings are determined by Cheryl Watson's CPU chart.

PKZIP for zSeries

Designed for the OS/390 platform, providing dynamic, cross-platform compatible data compression that can   compress and decompress SEQ files (flat files), PDSs, PDS/Es, VSAM data sets, and even ZIP data from or data to magnetic tape. Includes EXE/SFX support, large file support, multiple file handlers, as well as user friendly interfaces

A Software license for PKZIP on a zSeries machine is specific to the number of processors, serial number and MIPS capacity of such licensed machine (aka the Authorized Machine). Any change to the Authorized Machine including a transfer of the license to a different machine is subject to the applicable fees. All MIPS ratings are determined by Cheryl Watson's CPU chart.

Designed for the OS/390 platform, providing dynamic, cross-platform compatible data compression that can   compress and decompress SEQ files (flat files), PDSs, PDS/Es, VSAM data sets, and even ZIP data from or data to magnetic tape. Includes EXE/SFX support, large file support, multiple file handlers, as well as user friendly interfaces

A Software license for PKZIP on a zSeries machine is specific to the number of processors, serial number and MIPS capacity of such licensed machine (aka the Authorized Machine). Any change to the Authorized Machine including a transfer of the license to a different machine is subject to the applicable fees. All MIPS ratings are determined by Cheryl Watson's CPU chart.

11. RIGHT-TO-COPY

The Contractor shall insert the discounted pricing for right-to-copy licenses. Volume pricing discounts are reflected in the attached price schedule. The ordering activity is authorized to copy the Software provided it does not exceed the maximum quantity of purchased licenses.

Mfg #	SIN	Description	GSA	Warranty
PKZ01-1400-ENG-AC0 (10-24)	132-33	PKZIP,Sol Sparc,v14,Enterprise,new,server lic (Qty. 10-24)	$369.73	30 Days
PKZ01-1400-ENG-AC0 (1-2)	132-33	PKZIP,Sol Sparc,v14,Enterprise,new,server lic (Qty. 1-2)	$531.99	30 Days
PKZ01-1400-ENG-AC0 (25-49)	132-33	PKZIP,Sol Sparc,v14,Enterprise,new,server lic (Qty.25-49)	$307.67	30 Days
PKZ01-1400-ENG-AC0 (3-9)	132-33	PKZIP,Sol Sparc,v14,Enterprise,new,server lic (Qty. 3-9)	$443.32	30 Days
PKZ01-1400-ENG-AC0 (50+)	132-33	PKZIP,Sol Sparc,v14,Enterprise,new,server lic (Qty. 50+)	$256.24	30 Days
PKZ01-1401-ENG-AC0 (10-24)	132-33	PKZIP,Sol Sparc,v14,Standard,new,server lic (Qty. 10-24)	$246.49	30 Days
PKZ01-1401-ENG-AC0 (1-2)	132-33	PKZIP,Sol Sparc,v14,Standard,new,server lic (Qty. 1-2)	$354.66	30 Days
PKZ01-1401-ENG-AC0 (3-9)	132-33	PKZIP,Sol Sparc,v14,Standard,new,server lic (Qty. 3-9)	$295.25	30 Days
PKZ01-1401-ENG-AC0 (50+)	132-33	PKZIP,Sol Sparc,v14,Standard,new,server lic (Qty. 50+)	$171.12	30 Days
PKZ01-1401-ENG-AC0 25-49)	132-33	PKZIP,Sol Sparc,v14,Standard,new,server lic (Qty.25-49)	$204.82	30 Days
PKZ01-1401-ENG-EC1	132-34	PKZIP,Sol Sparc,v14,Standard,initial maint,server lic	20% of GSA price	30 Days
PKZ22-1400-ENG-AC0 (10-24)	132-33	PKZIP,Sol x86,v14,Enterprise,new,server lic (Qty. 10-24)	$369.73	30 Days
PKZ22-1400-ENG-AC0 (1-2)	132-33	PKZIP,Sol x86,v14,Enterprise,new,server lic (Qty. 1-2)	$531.99	30 Days

Mfg #	SIN	Description	GSA	Warranty
PKZ22-1400-ENG-AC0 (25-49)	132-33	PKZIP,Sol x86,v14,Enterprise,new,server lic (Qty.25-49)	$307.67	30 Days
PKZ22-1400-ENG-AC0 (3-9)	132-33	PKZIP,Sol x86,v14,Enterprise,new,server lic (Qty. 3-9)	$443.32	30 Days
PKZ22-1400-ENG-AC0 (50+)	132-33	PKZIP,Sol x86,v14,Enterprise,new,server lic (Qty. 50+)	$256.24	30 Days
PKZ22-1401-ENG-AC0 (10-24)	132-33	PKZIP,Sol x86,v14,Standard,new,server lic (Qty. 10-24)	$246.49	30 Days
PKZ22-1401-ENG-AC0 (1-2)	132-33	PKZIP,Sol x86,v14,Standard,new,server lic (Qty. 1-2)	$354.66	30 Days
PKZ22-1401-ENG-AC0 (3-9)	132-33	PKZIP,Sol x86,v14,Standard,new,server lic (Qty. 3-9)	$295.25	30 Days
PKZ22-1401-ENG-AC0 (50+)	132-33	PKZIP,Sol x86,v14,Standard,new,server lic (Qty. 50+)	$171.12	30 Days
PKZ22-1401-ENG-AC0 25-49)	132-33	PKZIP,Sol x86,v14,Standard,new,server lic (Qty.25-49)	$204.82	30 Days
PKZ22-1401-ENG-EC1	132-34	PKZIP,Sol x86,v14,Standard,initial maint,server lic	20% of GSA price	30 Days
PKZ02-1400-ENG-AC0 (10-24)	132-33	PKZIP,HPUX,v14,Enterprise,new, server lic (Qty. 10-24)	$369.73	30 Days
PKZ02-1400-ENG-AC0 (1-2)	132-33	PKZIP,HPUX,v14,Enterprise,new, server lic (Qty. 1-2)	$531.99	30 Days
PKZ02-1400-ENG-AC0 (25-49)	132-33	PKZIP,HPUX,v14,Enterprise,new, server lic (Qty.25-49)	$307.67	30 Days
PKZ02-1400-ENG-AC0 (3-9)	132-33	PKZIP,HPUX,v14,Enterprise,new, server lic (Qty. 3-9)	$443.32	30 Days
PKZ02-1400-ENG-AC0 (50+)	132-33	PKZIP,HPUX,v14,Enterprise,new, server lic (Qty. 50+)	$256.24	30 Days
PKZ02-1400-ENG-EC1	132-34	PKZIP,HPUX,v14,Enterprise,initial maint,server lic	20% of GSA price	30 Days

Mfg #	SIN	Description	GSA	Warranty
PKZ02-1401-ENG-AC0 (10-24)	132-33	PKZIP,HPUX,v14,Standard,new,server lic (Qty. 10-24)	$246.49	30 Days
PKZ02-1401-ENG-AC0 (1-2)	132-33	PKZIP,HPUX,v14,Standard,new,server lic (Qty. 1-2)	$354.66	30 Days
PKZ02-1401-ENG-AC0 (25-49)	132-33	PKZIP,HPUX,v14,Standard,new,server lic (Qty.25-49)	$204.82	30 Days
PKZ02-1401-ENG-AC0 (3-9)	132-33	PKZIP,HPUX,v14,Standard,new,server lic (Qty. 3-9)	$295.25	30 Days
PKZ02-1401-ENG-AC0 (50+)	132-33	PKZIP,HPUX,v14,Standard,new,server lic (Qty. 50+)	$171.12	30 Days
PKZ02-1401-ENG-EC1	132-34	PKZIP,HPUX,v14,Standard,initial maint,server lic	20% of GSA price	30 Days
PKZ03-1400-ENG-AC0 (10-24)	132-33	PKZIP,IBM AIX,v14,Enterprise,new,server lic (Qty. 10-24)	$369.73	30 Days
PKZ03-1400-ENG-AC0 (1-2)	132-33	PKZIP,IBM AIX,v14,Enterprise,new,server lic (Qty. 1-2)	$531.99	30 Days
PKZ03-1400-ENG-AC0 (25-49)	132-33	PKZIP,IBM AIX,v14,Enterprise,new,server lic (Qty.25-49)	$307.67	30 Days
PKZ03-1400-ENG-AC0 (3-9)	132-33	PKZIP,IBM AIX,v14,Enterprise,new,server lic (Qty. 3-9)	$443.32	30 Days
PKZ03-1400-ENG-AC0 (50+)	132-33	PKZIP,IBM AIX,v14,Enterprise,new,server lic (Qty. 50+)	$256.24	30 Days
PKZ03-1400-ENG-EC1	132-34	PKZIP,IBM AIX,v14,Enterprise,initial maint,server lic	20% of GSA price	30 Days
PKZ03-1401-ENG-AC0 (10-24)	132-33	PKZIP,IBM AIX,v14,Standard,new,server lic (Qty. 10-24)	$246.49	30 Days
PKZ03-1401-ENG-AC0 (1-2)	132-33	PKZIP,IBM AIX,v14,Standard,new,server lic (Qty. 1-2)	$354.66	30 Days

Mfg #	SIN	Description	GSA	Warranty
PKZ03-1401-ENG-AC0 (25-49)	132-33	PKZIP,IBM AIX,v14,Standard,new,server lic (Qty.25-49)	$204.82	30 Days
PKZ03-1401-ENG-AC0 (3-9)	132-33	PKZIP,IBM AIX,v14,Standard,new,server lic (Qty. 3-9)	$295.25	30 Days
PKZ03-1401-ENG-AC0 (50+)	132-33	PKZIP,IBM AIX,v14,Standard,new,server lic (Qty. 50+)	$171.12	30 Days
PKZ03-1401-ENG-EC1	132-34	PKZIP,IBM AIX,v14,Standard,initial maint,server lic	20% of GSA price	30 Days
PKZ04-1400-ENG-AC0 (10-24)	132-33	PKZIP,Linux,v14,Enterprise,new,server lic (Qty. 10-24)	$369.73	30 Days
PKZ04-1400-ENG-AC0 (1-2)	132-33	PKZIP,Linux,v14,Enterprise,new,server lic (Qty. 1-2)	$531.99	30 Days
PKZ04-1400-ENG-AC0 (25-49)	132-33	PKZIP,Linux,v14,Enterprise,new,server lic (Qty.25-49)	$307.67	30 Days
PKZ04-1400-ENG-AC0 (3-9)	132-33	PKZIP,Linux,v14,Enterprise,new,server lic (Qty. 3-9)	$443.32	30 Days
PKZ04-1400-ENG-AC0 (50+)	132-33	PKZIP,Linux,v14,Enterprise,new,server lic (Qty. 50+)	$256.24	30 Days
PKZ04-1400-ENG-EC1	132-34	PKZIP,Linux,v14,Enterprise,initial maint,server lic	20% of GSA price	30 Days
PKZ04-1401-ENG-AC0 (10-24)	132-33	PKZIP,Linux,v14,Standard,new,server lic (Qty. 10-24)	$246.49	30 Days
PKZ04-1401-ENG-AC0 (1-2)	132-33	PKZIP,Linux,v14,Standard,new,server lic (Qty. 1-2)	$354.66	30 Days
PKZ04-1401-ENG-AC0 (25-49)	132-33	PKZIP,Linux,v14,Standard,new,server lic (Qty.25-49)	$204.82	30 Days
PKZ04-1401-ENG-AC0 (3-9)	132-33	PKZIP,Linux,v14,Standard,new,server lic (Qty. 3-9)	$295.25	30 Days

Mfg #	SIN	Description	GSA	Warranty
PKZ04-1401-ENG-AC0 (50+)	132-33	PKZIP,Linux,v14,Standard,new,server lic (Qty. 50+)	$171.12	30 Days
PKZ04-1401-ENG-EC1	132-34	PKZIP,Linux,v14,Standard,initial maint,server lic	20% of GSA price	30 Days
PKZ19-1400-ENG-AC0 (101+)	132-33	PKZIP,WinSrv,v14,Enterprise,new,server lic (Qty. 101+)	$72.71	30 Days
PKZ19-1400-ENG-AC0 (1-100)	132-33	PKZIP,WinSrv,v14,Enterprise,new,server lic (Qty. 1-100)	$87.78	30 Days
PKZ19-1400-ENG-EC1	132-34	PKZIP,WinSrv,v14,Enterprise,initial maint,server lic	20% of GSA price	30 Days
SEZ00-1404-ENG-AB0	132-33	SecureZIP,Win,v14,CLI Desktop,new,site lic (Qty. 1)	$35.42	30 Days
SEZ00-1404-ENG-AB0 (10-24)	132-33	SecureZIP,Win,v14,CLI Desktop,new,site lic (Qty. 10-24)	$25.27	30 Days
SEZ00-1404-ENG-AB0 (25+)	132-33	SecureZIP,Win,v14,CLI Desktop,new,site lic (Qty. 25+)	$20.84	30 Days
SEZ00-1404-ENG-AB0 (2-9)	132-33	SecureZIP,Win,v14,CLI Desktop,new,site lic (Qty. 2-9)	$33.25	30 Days
SEZ00-1404-ENG-EB1	132-34	SecureZIP,Win,v14,CLI Desktop,initial maint,site lic	20% of GSA price	30 Days
SEZ00-1400-ENG-AB0	132-33	SecureZIP,Win,v14,Enterprise,new,site lic (Qty. 1)	$53.15	30 Days
SEZ00-1400-ENG-AB0 (10-24)	132-33	SecureZIP,Win,v14,Enterprise,new,site lic (Qty. 10-24)	$38.08	30 Days
SEZ00-1400-ENG-AB0 (25+)	132-33	SecureZIP,Win,v14,Enterprise,new,site lic (Qty. 25+)	$26.56	30 Days
SEZ00-1400-ENG-AB0 (2-9)	132-33	SecureZIP,Win,v14,Enterprise,new,site lic (Qty. 2-9)	$53.15	30 Days

Mfg #	SIN	Description	GSA	Warranty
SEZ00-1400-ENG-EB1	132-34	SecureZIP,Win,v14,Enterprise,initial maint,site lic	20% of GSA price	30 Days
SEZ00-1402-ENG-AB0	132-33	SecureZIP,Win,v14,Standard,new,site lic (Qty. 1)	$35.42	30 Days
SEZ00-1402-ENG-AB0 (100+)	132-33	SecureZIP,Win,v14,Standard,new,site lic (Qty. 100+)	$16.18	30 Days
SEZ00-1402-ENG-AB0 (10-24)	132-33	SecureZIP,Win,v14,Standard,new,site lic (Qty. 10-24)	$25.27	30 Days
SEZ00-1402-ENG-AB0 (25-99)	132-33	SecureZIP,Win,v14,Standard,new,site lic (Qty. 25-99)	$20.84	30 Days
SEZ00-1402-ENG-AB0 (2-9)	132-33	SecureZIP,Win,v14,Standard,new,site lic (Qty. 2-9)	$33.25	30 Days
SEZ01-1400-ENG-AC0 (10-24)	132-33	SecureZIP,Sol Sparc,v14,Enterprise,new,server lic (Qty. 10-24)	$1,329.97	30 Days
SEZ01-1400-ENG-AC0 (1-2)	132-33	SecureZIP,Sol Sparc,v14,Enterprise,new,server lic (Qty. 1-2)	$1,915.16	30 Days
SEZ01-1400-ENG-AC0 (25-49)	132-33	SecureZIP,Sol Sparc,v14,Enterprise,new,server lic (Qty.25-49)	$1,108.31	30 Days
SEZ01-1400-ENG-AC0 (3-9)	132-33	SecureZIP,Sol Sparc,v14,Enterprise,new,server lic (Qty. 3-9)	$1,595.97	30 Days
SEZ01-1400-ENG-AC0 (50+)	132-33	SecureZIP,Sol Sparc,v14,Enterprise,new,server lic (Qty. 50+)	$923.89	30 Days
SEZ01-1400-ENG-EC1	132-34	SecureZIP,Sol Sparc,v14,Enterprise,initial maint,server lic	20% of GSA price	30 Days
SEZ01-1401-ENG-AC0 (10-24)	132-33	SecureZIP,Sol Sparc,v14,Standard,new,server lic (Qty. 10-24)	$1,108.31	30 Days
SEZ01-1401-ENG-AC0 (1-2)	132-33	SecureZIP,Sol Sparc,v14,Standard,new,server lic (Qty. 1-2)	$1,595.97	30 Days

Mfg #	SIN	Description	GSA	Warranty
SEZ01-1401-ENG-AC0 (25-49)	132-33	SecureZIP,Sol Sparc,v14,Standard,new,server lic (Qty.25-49)	$923.89	30 Days
SEZ01-1401-ENG-AC0 (3-9)	132-33	SecureZIP,Sol Sparc,v14,Standard,new,server lic (Qty. 3-9)	$1,329.97	30 Days
SEZ01-1401-ENG-AC0 (50+)	132-33	SecureZIP,Sol Sparc,v14,Standard,new,server lic (Qty. 50+)	$769.61	30 Days
SEZ01-1401-ENG-EC1	132-34	SecureZIP,Sol Sparc,v14,Standard,initial maint,server lic	20% of GSA price	30 Days
SEZ22-1400-ENG-AC0 (10-24)	132-33	SecureZIP,Sol x86,v14,Enterprise,new,server lic (Qty. 10-24)	$1,329.97	30 Days
SEZ22-1400-ENG-AC0 (1-2)	132-33	SecureZIP,Sol x86,v14,Enterprise,new,server lic (Qty. 1-2)	$1,915.16	30 Days
SEZ22-1400-ENG-AC0 (25-49)	132-33	SecureZIP,Sol x86,v14,Enterprise,new,server lic (Qty.25-49)	$1,108.31	30 Days
SEZ22-1400-ENG-AC0 (3-9)	132-33	SecureZIP,Sol x86,v14,Enterprise,new,server lic (Qty. 3-9)	$1,595.97	30 Days
SEZ22-1400-ENG-AC0 (50+)	132-33	SecureZIP,Sol x86,v14,Enterprise,new,server lic (Qty. 50+)	$923.89	30 Days
SEZ22-1400-ENG-EC1	132-34	SecureZIP,Sol x86,v14,Enterprise,initial maint,server lic	20% of GSA price	30 Days
SEZ22-1401-ENG-AC0 (10-24)	132-33	SecureZIP,Sol x86,v14,Standard,new,server lic (Qty. 10-24)	$1,108.31	30 Days
SEZ22-1401-ENG-AC0 (1-2)	132-33	SecureZIP,Sol x86,v14,Standard,new,server lic (Qty. 1-2)	$1,595.97	30 Days
SEZ22-1401-ENG-AC0 (25-49)	132-33	SecureZIP,Sol x86,v14,Standard,new,server lic (Qty.25-49)	$923.89	30 Days
SEZ22-1401-ENG-AC0 (3-9)	132-33	SecureZIP,Sol x86,v14,Standard,new,server lic (Qty. 3-9)	$1,329.97	30 Days

Mfg #	SIN	Description	GSA	Warranty
SEZ22-1401-ENG-AC0 (50+)	132-33	SecureZIP,Sol x86,v14,Standard,new,server lic (Qty. 50+)	$769.61	30 Days
SEZ22-1401-ENG-EC1	132-34	SecureZIP,Sol x86,v14,Standard,initial maint,server lic	20% of GSA price	30 Days
SEZ02-1400-ENG-AC0 (10-24)	132-33	SecureZIP,HPUX,v14,Enterprise,new,server lic (Qty. 10-24)	$1,329.97	30 Days
SEZ02-1400-ENG-AC0 (1-2)	132-33	SecureZIP,HPUX,v14,Enterprise,new,server lic (Qty. 1-2)	$1,915.16	30 Days
SEZ02-1400-ENG-AC0 (25-49)	132-33	SecureZIP,HPUX,v14,Enterprise,new,server lic (Qty.25-49)	$1,108.31	30 Days
SEZ02-1400-ENG-AC0 (3-9)	132-33	SecureZIP,HPUX,v14,Enterprise,new,server lic (Qty. 3-9)	$1,595.97	30 Days
SEZ02-1400-ENG-AC0 (50+)	132-33	SecureZIP,HPUX,v14,Enterprise,new,server lic (Qty. 50+)	$923.89	30 Days
SEZ02-1400-ENG-EC1	132-34	SecureZIP,HPUX,v14,Enterprise,initial maint,server lic	20% of GSA price	30 Days
SEZ02-1401-ENG-AC0 (10-24)	132-33	SecureZIP,HPUX,v14,Standard,new,server lic (Qty. 10-24)	$1,108.31	30 Days
SEZ02-1401-ENG-AC0 (1-2)	132-33	SecureZIP,HPUX,v14,Standard,new,server lic (Qty. 1-2)	$1,595.97	30 Days
SEZ02-1401-ENG-AC0 (25-49)	132-33	SecureZIP,HPUX,v14,Standard,new,server lic (Qty.25-49)	$923.89	30 Days
SEZ02-1401-ENG-AC0 (3-9)	132-33	SecureZIP,HPUX,v14,Standard,new,server lic (Qty. 3-9)	$1,329.97	30 Days
SEZ02-1401-ENG-AC0 (50+)	132-33	SecureZIP,HPUX,v14,Standard,new,server lic (Qty. 50+)	$769.61	30 Days
SEZ02-1401-ENG-EC1	132-34	SecureZIP,HPUX,v14,Standard,initial maint,server lic	20% of GSA price	30 Days

Mfg #	SIN	Description	GSA	Warranty
SEZ03-1400-ENG-AC0 (10-24)	132-33	SecureZIP,IBM AIX,v14,Enterprise,new,server lic (Qty. 10-24)	$1,329.97	30 Days
SEZ03-1400-ENG-AC0 (1-2)	132-33	SecureZIP,IBM AIX,v14,Enterprise,new,server lic (Qty. 1-2)	$1,915.16	30 Days
SEZ03-1400-ENG-AC0 (25-49)	132-33	SecureZIP,IBM AIX,v14,Enterprise,new,server lic (Qty.25-49)	$1,108.31	30 Days
SEZ03-1400-ENG-AC0 (3-9)	132-33	SecureZIP,IBM AIX,v14,Enterprise,new,server lic (Qty. 3-9)	$1,595.97	30 Days
SEZ03-1400-ENG-AC0 (50+)	132-33	SecureZIP,IBM AIX,v14,Enterprise,new,server lic (Qty. 50+)	$923.89	30 Days
SEZ03-1400-ENG-EC1	132-34	SecureZIP,IBM AIX,v14,Enterprise,initial maint,server lic	20% of GSA price	30 Days
SEZ03-1401-ENG-AC0 (10-24)	132-33	SecureZIP,IBM AIX,v14,Standard,new,server lic (Qty. 10-24)	$1,108.31	30 Days
SEZ03-1401-ENG-AC0 (1-2)	132-33	SecureZIP,IBM AIX,v14,Standard,new,server lic (Qty. 1-2)	$1,595.97	30 Days
SEZ03-1401-ENG-AC0 (25-49)	132-33	SecureZIP,IBM AIX,v14,Standard,new,server lic (Qty.25-49)	$923.89	30 Days
SEZ03-1401-ENG-AC0 (3-9)	132-33	SecureZIP,IBM AIX,v14,Standard,new,server lic (Qty. 3-9)	$1,329.97	30 Days
SEZ03-1401-ENG-AC0 (50+)	132-33	SecureZIP,IBM AIX,v14,Standard,new,server lic (Qty. 50+)	$769.61	30 Days
SEZ03-1401-ENG-EC1	132-34	SecureZIP,IBM AIX,v14,Standard,initial maint,server lic	20% of GSA price	30 Days
SEZ04-1400-ENG-AC0 (10-24)	132-33	SecureZIP,Linux,v14,Enterprise,new,server lic (Qty. 10-24)	$1,329.97	30 Days
SEZ04-1400-ENG-AC0 (1-2)	132-33	SecureZIP,Linux,v14,Enterprise,new,server lic (Qty. 1-2)	$1,915.16	30 Days

Mfg #	SIN	Description	GSA	Warranty
SEZ04-1400-ENG-AC0 (25-49)	132-33	SecureZIP,Linux,v14,Enterprise,new,server lic (Qty.25-49)	$1,108.31	30 Days
SEZ04-1400-ENG-AC0 (3-9)	132-33	SecureZIP,Linux,v14,Enterprise,new,server lic (Qty. 3-9)	$1,595.97	30 Days
SEZ04-1400-ENG-AC0 (50+)	132-33	SecureZIP,Linux,v14,Enterprise,new,server lic (Qty. 50+)	$923.89	30 Days
SEZ04-1400-ENG-EC1	132-34	SecureZIP,Linux,v14,Enterprise,initial maint,server lic	20% of GSA price	30 Days
SEZ04-1401-ENG-AC0 (10-24)	132-33	SecureZIP,Linux,v14,Standard,new,server lic (Qty. 10-24)	$1,108.31	30 Days
SEZ04-1401-ENG-AC0 (1-2)	132-33	SecureZIP,Linux,v14,Standard,new,server lic (Qty. 1-2)	$1,595.97	30 Days
SEZ04-1401-ENG-AC0 (25-49)	132-33	SecureZIP,Linux,v14,Standard,new,server lic (Qty.25-49)	$923.89	30 Days
SEZ04-1401-ENG-AC0 (3-9)	132-33	SecureZIP,Linux,v14,Standard,new,server lic (Qty. 3-9)	$1,329.97	30 Days
SEZ04-1401-ENG-AC0 (50+)	132-33	SecureZIP,Linux,v14,Standard,new,server lic (Qty. 50+)	$769.61	30 Days
SEZ04-1401-ENG-EC1	132-34	SecureZIP,Linux,v14,Standard,initial maint,server lic	20% of GSA price	30 Days
SEZ19-1400-ENG-AC0 (101+)	132-33	SecureZIP,WinSrv,v14,Enterprise,new,server lic (Qty. 101+)	$353.77	30 Days
SEZ19-1400-ENG-AC0 (1-100)	132-33	SecureZIP,WinSrv,v14,Enterprise,new,server lic (Qty. 1-100)	$442.44	30 Days
SEZ19-1400-ENG-EC1	132-34	SecureZIP,WinSrv,v14,Enterprise,initial maint,server lic	20% of GSA price	30 Days

Mfg #	SIN	Description	GSA	Warranty
PKZ08-1400-ENG-AC0 (101+)	132-33	PKZIP,z/OS,v14,Enterprise,new,server lic (101+ MIPS)	$17,041.41 base for 101 MIPS, add $97.53 per MIPS over 101	30 Days
PKZ08-1400-ENG-AC0 (1-100)	132-33	PKZIP,z/OS,v14,Enterprise,new,server lic (1-100 MIPS)	$16,943.88 for up to 100 MIPS	30 Days
PKZ08-1400-ENG-EC1	132-34	PKZIP,z/OS,v14,Enterprise,initial maint,server lic	17.5% of GSA price	30 Days
PKZ08-1401-ENG-AC0 (101+)	132-33	PKZIP,z/OS,v14,Standard,new,server lic (101+ MIPS)	$10,152.14 base for up to 100 MIPS, add $66.50 per MIPS over 101	30 Days
PKZ08-1401-ENG-AC0 (1-100)	132-33	PKZIP,z/OS,v14,Standard,new,server lic (1-100 MIPS)	$10,085.64 for up to 100 MIPS	30 Days
PKZ08-1401-ENG-EC1	132-34	PKZIP,z/OS,v14,Standard,initial maint,server lic	17.5% of GSA price	30 Days
SEZ08-1400-ENG-AC0 (101+)	132-33	SecureZIP,z/OS,v14,Enterprise,new,server lic (101+ MIPS)	$36,525.54 base for up to 100 MIPS, add $195.06 per MIPS over 101	30 Days
SEZ08-1400-ENG-AC0 (1-100)	132-33	SecureZIP,z/OS,v14,Enterprise,new,server lic (1-100 MIPS)	$36,330.48 for up to 100 MIPS	30 Days
SEZ08-1400-ENG-EC1	132-34	SecureZIP,z/OS,v14,Standard,initial maint,server lic	17.5% of GSA price	30 Days
SEZ08-1401-ENG-AC0 (101+)	132-33	SecureZIP,z/OS,v14,Standard,new,server lic (101+ MIPS)	$23,593.75 base for 101 MIPS, add $159.60 per MIPS over 101	30 Days

Mfg #	SIN	Description	GSA	Warranty
SEZ08-1401-ENG-AC0 (1-100)	132-33	SecureZIP,z/OS,v14,Standard,new, server lic (1-100 MIPS)	$23,434.16 for up to 100 MIPS	30 Days

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Extracting File created through use of the Software where Licensee derives any compensation, in whatever form, or any commercial gain whatsoever.

2.6 **Acknowledgment and Reservation of Rights.** Licensee acknowledges and agrees that Licensor owns all intellectual property and other proprietary rights in and to the Software and that all rights not expressly granted herein are reserved to Licensor.

2.7 **Compliance.** Upon written request by Licensor, Licensee shall submit to Licensor a statement of compliance confirming Licensee's compliance with its obligations under this Agreement.

2.8 **Certification of Use.** Licensee shall maintain true, complete, and correct copies of books and records reflecting the location and use of each copy of the Software in Licensee's possession or control. On at least thirty (30) days prior written notice to Licensee, but no more frequently than once in any twelve (12) month period, for any reason, Licensee shall provide Licensor with written certification that Licensee's use of the Software remains in compliance with this Agreement.

3. FEES

3.1 Licensee shall pay license (and, to the extent applicable, maintenance) fees to Licensor in the amount and according to the terms set forth in the Order.

3.2 All license and maintenance fees due and payable under Licensor's invoice for an Order are subject to the U.S. Government's Prompt Payment Act.

3.3 Payment of any fees hereunder shall be made in a form acceptable to Licensor in U.S. dollars. All costs of payment (such as wire transfer fees) shall be the obligation of Licensee.

3.4 [Section Deleted]

3.5 Should Licensee desire to move the Software from an Authorized Machine to another machine with a greater capacity (a "Machine Upgrade"), Licensor reserves the right to increase the license and/or maintenance fees associated with the Authorized Machine. Upon the payment of such additional license and/or maintenance fees, the substitute machine shall be deemed an Authorized Machine for purposes of this Agreement.

3.6 Upon payment in full of all license fees for the Software, Licensor shall issue keys allowing Licensee to execute the Software on the Authorized Machine(s). If Licensee chooses to receive maintenance and support for the Software and pays the required maintenance fee, during the Maintenance Term, Licensor shall issue key(s) to Licensee upon request for supported versions of the Software allowing Licensee to execute the Software on a substitute machine(s) of an equal or lesser average capacity in lieu of the Authorized Machine(s) and/or Authorized Site.

4. TERM AND TERMINATION

4.1 **Term.** The term of this Agreement shall commence as of the Effective Date and continue in perpetuity unless otherwise provided in the Order or until terminated earlier as provided hereunder.

4.2 **Termination by Licensee.** Licensee may terminate this Agreement at any time, with or without cause, upon written notice to Licensor provided Licensee is in compliance with all of its obligations hereunder. Except as expressly provided herein, Licensee shall not be entitled to any refund of any fees paid hereunder upon termination of this Agreement.

4.3 **Termination by Licensor.** 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 made as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, the Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

4.4 **Actions on Termination.** Upon termination or cancellation of this Agreement for any material breach, the license granted hereunder shall terminate, Licensee shall immediately discontinue any and all use of the Software, Licensee shall immediately destroy the Software, and any and all physical or electronic copies thereof, and Licensee shall deliver to Licensor, within twenty (20) days of such termination, expiration, or cancellation, written certification, executed by an officer of Licensee, that Licensee has complied with this section. Except as expressly set forth in section 5, under no circumstances shall Licensee be entitled to any refund or return of fees or charges upon termination, expiration, or cancellation of this Agreement for any reason. All provisions of this Agreement which by their nature are intended to survive the expiration or termination of this Agreement shall survive and remain in full force and effect, including but not limited to the restrictions and obligations set forth in sections 2.2, 2.3, 2.8, 3, 4.4, 5.3, 5.5, 6 and 7 of Part 1 of this Agreement.

5. LIMITED WARRANTY, DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

5.1 **Warranty.** Licensor warrants, for a period of ninety (90) days following Licensee's receipt of the Software that the Software will operate substantially in conformance with Licensor's current published documentation and specifications for such Software ("Warranty Period"). If at any time during the Warranty Period, Licensor or Licensee discovers a defect, or error in the Software or a failure to conform to the provisions of the foregoing warranty, Licensor will correct such defect, error or non-conformity by, among other things, supplying the ordering activity with such corrective codes and making such addition, modification, replacement or adjustment as may be necessary to keep the Software operating in conformity with the warranties herein. In the event that Licensor is unable to correct such defect, error or non-conformity, Licensor shall refund to the ordering activity all the fees paid by Licensee for the Software and the associated maintenance and support and the license for such installation of the Software would terminate.

5.2 **Maintenance and Support Limited Warranty.** Licensor warrants that the maintenance and support services provided hereunder shall be performed in a professional and workmanlike manner in accordance with the generally accepted industry standards.

5.3 **DISCLAIMER OF WARRANTIES. LICENSEE IS SOLELY RESPONSIBLE FOR INSTALLATION AND CONFIGURATION OF THE SOFTWARE. THE WARRANTIES SET FORTH ABOVE ARE LICENSOR'S EXCLUSIVE WARRANTIES AND NO OTHER WARRANTIES OR REPRESENTATIONS ARE PROVIDED WITH RESPECT TO THE SOFTWARE, THE MAINTENANCE AND SUPPORT, OR OTHERWISE, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. LICENSOR DOES NOT WARRANT THAT THE SOFTWARE WILL BE FREE FROM PROGRAM ERRORS.**

5.4 **Legal Rights.** The foregoing limited warranties give Licensee specific legal rights and Licensee may have other rights which vary from state to state and jurisdiction to jurisdiction. Some states and jurisdictions may not allow limits on how long an implied warranty lasts. In those cases, the above limits may not apply to Licensee.

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Licensor will not be liable for (1) loss of, or damage to, the records or data of Licensee or any other party, or (2) any damages claimed by Licensee based on any third party claim.

UNDER NO CIRCUMSTANCES SHALL LICENSOR'S TOTAL LIABILITY TO LICENSEE OR ANY OTHER PARTY WITH RESPECT TO THE SOFTWARE OR OTHERWISE RELATING TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF FOR DIRECT DAMAGES EXCEED THE GREATER OF U.S. $100,000 OR THE TOTAL FEES PAID BY LICENSEE UNDER THE AGREEMENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING ANY CLAIM.

The limitations, exclusions and disclaimers set forth in this Section 5 shall apply to the maximum extent permitted by applicable law, even if any remedy fails of its essential purpose. Except to the degree such service is covered by maintenance, no obligation or liability shall arise from Licensor's rendering of technical or other advice or service in connection with this Agreement, including, without limitation, advice or service related to the installation or configuration of the Software.

The foregoing exclusion/limitation of liability shall not apply (1) to personal injury or death caused PKWARE's negligence; (2) for fraud; (3) for express remedies under law or the contract; or (4) for any other matter for which liability cannot be excluded by law.

5.6 **Indemnification.** Licensor does hereby indemnify and shall hold Licensee harmless against all suits, damages and expenses (including reasonable attorneys' fees) arising from a claim made by a third party that any Software licensed hereunder infringes or violates such third party's intellectual property rights, including trade secrets, proprietary information, trademark, copyright, or patent rights. Licensee shall notify Licensor immediately of any such claim and the parties shall provide reasonable assistance to one another to help each other defend against such claim. This indemnification does not cover third party claims to the extent such claims are based on (i) modifications to the Software not authorized by Licensor; (ii) combination or use of the Software with any third party product as not expressly contemplated by the applicable documentation; or (iii) Licensee or its agents continued use of the Software subsequent to Licensor's notice to Licensee that such use may be or is in violation of third party's rights.

If a third party claim causes Licensee's quiet enjoyment and use of any Software licensed hereunder to be seriously endangered or disrupted, Licensor shall, at its option, (1) replace the Software, without additional charge, by a compatible, functionally equivalent and non-infringing product; (2) modify the Software to avoid the infringement but without adversely impairing the functionality or performance of the Software; (3) obtain a license for Licensee to continue use of the Software and pay for any additional fee required for such license; or (4) if none of the foregoing alternatives are commercially practical, Licensor shall reimburse Licensee the Software license fee paid to Licensor.

6. CONFIDENTIALITY

6.1   **Proprietary Information.** The Software and related documentation is confidential and trade secret information (the "Proprietary Information") that is proprietary to and solely owned by Licensor, together with all related copyrights and trademarks. Licensee agrees to maintain the Proprietary Information in strictest confidence for the benefit of Licensor. Licensee shall not make available or allow to be made available the Proprietary Information to any third party nor shall the Licensee use such Proprietary Information except as authorized by this Agreement. When the end user is an instrumentality of the US Government, neither the EULA (this document) or the Schedule Price List shall be deemed "confidential information" notwithstanding marking to that effect. Notwithstanding anything in this Agreement to the contrary, the government may retain such Confidential Information as required by law, regulation or its bona fide internal document retention procedures for legal, regulatory or compliance purposes; provided, however, that such retained Confidential Information will continue to be subject to the confidentiality obligations of this Agreement.

7. MISCELLANEOUS PROVISIONS

7.1   **Severability.** The provisions of this Agreement and the attached schedules are severable. If any provision of this Agreement or any schedule attached hereto is held to be invalid, illegal, or unenforceable, such provision is to that extent deemed omitted and not part of this Agreement. The validity, legality, or enforceability of the remaining provisions shall in no way be affected or impaired thereby and shall be valid and enforceable to the maximum extent permitted by law.

7.2   **Assignment.** In the event Licensee desires to assign, sublicense, subcontract, or otherwise transfer this Agreement, the license granted hereunder, or any of its other rights or obligations under this Agreement or delegate any of its duties under this Agreement it will notify Licensor in writing seeking Licensor's consent, which consent shall not be unreasonably withheld.

7.3   **Governing Law and Forum Choice**. This Agreement shall be construed as having been made in, and shall be governed in accordance with, the laws of the United States.

7.4   **Export Restrictions.** Licensee agrees to comply with all applicable export laws and regulations.

7.5   **US Government Restricted Rights.** The Software is provided with RESTRICTED AND LIMITED RIGHTS. In the event the Software is purchased via GSA, its use, duplication, or disclosure is subject to restrictions as set forth in Contract No. GS-35F-0618R, FAR 52.227-14

7.6   **Entire Agreement.** Together with the underlying GSA Schedule Contract, the Schedule Price List and any applicable GSA Customer Purchase Orders, this Agreement constitutes the exclusive and entire agreement between the parties with respect to the subject matter hereof. This Agreement, shall not take precedence over the terms of the underlying GSA Schedule Contract or any specific, negotiated terms on the GSA Customer's Purchase Order.

7.7   **Modification and Waiver.** No modification of this Agreement or any Schedule or Addendum and no waiver of any breach of this Agreement shall be effective unless in writing and signed by an authorized representative of the party against whom enforcement is sought. No waiver of any breach of this Agreement and no course of dealing between the parties shall be construed as a waiver of any subsequent breach of this Agreement. The failure of either party at any time or times to require performance of any provision hereof shall in no manner affect the right at a later time to enforce such provision.

7.8   **Force Majeure.** Neither party shall be responsible for failure to fulfill any obligations due to causes beyond its control including, but not limited to, strikes, riots, wars, fire, acts of God, and acts in compliance with any applicable law, regulation, or order (whether valid or invalid) of any governmental body, except that such causes shall not extend the due date for, or excuse the timely payment of, any amounts payable by a party hereunder.

7.9   **Notice.** Any notice, request, instruction or other document or communications to be given hereunder by either party to the other shall be in writing, and delivered via email, personally, overnight courier, express mail, or certified mail – return receipt requested, postage prepaid (such notice to be effective on the date receipt is signed by the receiving party). Any such notice to Licensor shall be sent to its address as follows:

PKWARE, INC.
201 E. Pittsburgh Ave.
Suite 400
Milwaukee, WI 53204
legal@pkware.com

or to such other address as Licensor shall designate by notice in writing to Licensee. Any such notice to Licensee shall be sent to its address as set forth in the Order, or to such other address as Licensee shall designate by notice in writing to Licensor.

7.10   **Arbitration.** [Section Deleted.]

PART 2. MAINTENANCE AND SUPPORT.

Maintenance and Support will be available to Licensee if Licensee is current on all maintenance payments with Licensor and Licensee is running a currently supported version(s) of the Software.

8.   DEFINITIONS. For purposes of this Part 2:

"Business Hours" shall mean the hours from 8:00 a.m. through 6:00 p.m. based upon the Licensee's Local Time Zone, Monday through Friday, except for Licensor's holidays, a listing of which is available from Licensor upon request.

"Error Condition" shall mean any demonstrable, reproducible defect, program error, or other non-conformance of the Software with its Documentation caused solely by errors or defects in the code of the Software.

"Licensee's Local Time Zone" shall mean either the United States Central Time Zone or the Central European Time Zone, whichever is closest in proximity to the Licensee.

"Maintenance Term" shall mean, initially, the Maintenance Term identified in the Order. Renewal shall require Licensee purchase order or other written agreement.

"New Version" shall mean a complete replacement of the executable code of the Software in machine-readable form, to provide significant new features or functions. A New Version may incorporate one or more enhancements. A New Version involves only such enhancements that change the version number immediately to the left of the decimal point. Changes to the version number are made solely at the discretion of the Licensor.

"New Release" shall mean a partial or complete replacement of the executable code of the Software in machine-readable form, which may provide new features or functions. A New Release may incorporate some or no enhancements. A New Release involves only such alterations that change the release number to the immediate right of the decimal point. Changes to the release number are made solely at the discretion of the Licensor.

"Modification" shall mean a partial or complete replacement of the executable code of the Software in machine-readable form which provides product function or correction that is delivered outside the standard announced "New Version" and "New Release" delivery methods.

"Pre-Release Change" shall mean any enhancement, the development or testing of which is not yet completed, such that it is not yet generally released to Licensor's customers.

"Nonqualified Product" shall mean any product not listed as compatible with Software in Licensor's promotional materials.

9.   MAINTENANCE TERM

9.1   Licensor agrees to provide maintenance and support for the Software pursuant to the terms of this Part 2 during the Maintenance Term, provided the maintenance fee is fully paid and current and Licensee is also in full compliance and current with all of its other obligations under this Agreement.

10.   SUPPORT.

10.1   **Non Error Condition Support.** During the Maintenance Term, Licensor shall provide support for non-Error Condition-related questions regarding the Software by e-mail, telephone, telefax or online consultation during Business Hours.

10.2   **Error Condition Support.** During the Maintenance Term, Licensor shall provide support for reporting and resolving Error Conditions through the standard support line during Business Hours.

10.3   Regardless of the nature of the Error Condition, Licensor may provide a resolution in the form of a Pre-Release Change, a Modification, or such other information, instructions or patches as are sufficient to eliminate or reduce the Error Condition.

10.4   Licensee agrees to promptly notify Licensor in writing following the discovery of any Error Condition. Further, upon discovery of an Error Condition, and at the request of Licensor, Licensee agrees to submit a listing of output and any other information that Licensor may require in order to reproduce the Error Condition and/or the operating conditions under which the Error Condition occurred or was discovered.

10.5   Licensee agrees to acquire, install and/or implement as directed, certain services, hardware, software, software versions, releases, and the like, as may be deemed necessary by Licensor from time to time for proper operation of the Software.

10.6   Licensee is responsible for procuring, installing, and maintaining all equipment, telephone lines, communications interfaces, and other hardware necessary to operate the Software and to obtain support from Licensor. Licensor shall not be responsible for delays or inability to provide maintenance or support caused by events or circumstances beyond its reasonable control.

10.7   **Exceptions.** The following matters are not covered by Licensor's maintenance and support obligations hereunder:

    (a)   problems resulting from misuse, improper use, or damage of the Software, to the extent caused by Licensee, provided that Licensee's actions were not directed by Licensor or set forth in the Documentation;

    (b)   problems resulting from any unauthorized modification made to the Software, but only to the extent of such modification;

    (c)   problems resulting from any Nonqualified Product or from failure of equipment.

10.8   **Licensee's Responsibilities.** In connection with Licensor's provision of support hereunder, Licensee acknowledges that Licensee has the responsibility to do each of the following with respect to the Software: (1) maintain the designated computer system and associated peripheral equipment in good working order in accordance with the manufacturers' specifications; (2) maintain the designated computer system at a supported revision level prescribed by the Documentation for proper operation of the Software; (3) perform any tests or procedures recommended by Licensor for the purpose of identifying and/or resolving any problems submitted by Licensee for servicing under the terms of this Agreement; (4) maintain a procedure external to the Software for reconstruction of lost or altered files, data, or programs to the extent deemed necessary by Licensee; (5) at all times follow routine operator procedures as specified in the Documentation; and (6) provide all information in American English in a form discernible by Licensor.

11.   MAINTENANCE

11.1   **Data Format/Content Changes.** If the format and/or content of raw data which is processed by the Software changes as a result of vendor changes in the operating system and sub-systems which create the data, Licensor agrees to provide for the continued compatibility of the Software.

11.2   **Modifications and New Releases.** Provided Licensee is current on all of its obligations pursuant to the Agreement and any Schedules attached thereto, during the Maintenance Term, Licensor shall provide to Licensee at no additional charge all Modifications and New Releases to the Software, the schedule, nature, and scope of which shall be in the Licensor's sole discretion.

11.3   **New Versions.** Licensee may choose to license New Versions of the Software at the time of their availability under the terms and conditions of the Agreement and its attached Schedules, subject to the applicable pricing for such New Versions as set forth by Licensor in an appropriate supplement or Order executed by the parties. Licensee is under no obligation to license any such New Versions.

12.   REINSTATEMENT

12.1   In the event Licensee discontinues Software maintenance and support via either termination or expiration of the contracted maintenance term, and subsequently opts to resume Software maintenance and support then the ordering activity shall pay to Licensor the applicable maintenance fee for the lapsed maintenance period.

This License Agreement ("Agreement") is made by and between Licensor and Licensee, as defined below.

This Agreement consists of Part 1 – Software License and General Terms, and Part 2 – Maintenance and Support Terms. This Agreement is part of the master Schedule 70 of Licensor's GSA contract, and any applicable terms of Licensee's task order.

PART 1 - SOFTWARE LICENSE AND GENERAL TERMS

1.   DEFINITIONS

"Authorized Number" means the number of computers, as set forth on the Order, on which Licensee may install a copy of the Software concurrently. Notwithstanding anything to the contrary herein, for the product known as SecureZIP Mail Gateway ("SMG") the Authorized Number means the number of desktops that can utilize SMG functionality.

"Documentation" means all written and electronic information generally made available by Licensor to its customers relating to the operation and functionality of the Software, including user manuals, installation guides, and any "read me" or "help" files.

"Effective Date" means the date upon which this Agreement becomes effective as identified in the portion of the Order applicable to the Software.

"Licensee" means the ordering activity of the U.S. government.

"Licensor" means PKWARE, INC.

"Order" means an ordering activity's valid task order accepted by Licensor. The terms of this Agreement and the Order shall govern except to the extent expressly set forth to the contrary in any subsequent written agreement structured as a contract modification and executed by both Licensor and Licensee.

"Self-Extracting File(s)" means an executable file created using the Software which includes object code to uncompress and/or decrypt upon being opened. A Self Extracting File may include ".exe" as the extension to its file name.
"Software" means the object code version of the software program(s) identified on the Order, and associated Documentation.

2.   LICENSE

2.1   License Grant. In consideration of the applicable license fee, Licensor grants to Licensee a perpetual, non-transferable (except as permitted herein), non-exclusive, license to install and use the Software specified in the applicable Order for governmental purposes only. This license extends solely to Licensee's installation and use of the Software on the Authorized Number of computers owned by or operated on behalf of Licensee. Licensee is solely responsible for the installation and configuration of the Software. Licensee may utilize remote access technologies (e.g. Citrix® Access Platform or Microsoft® Terminal Services) to access and use its licensed installations of the Software provided Licensee <u>also</u> purchases, at minimum, the same Authorized Number of licenses of the Software as Licensee owns seats for the remote access technologies. In the event Licensee installs the Software in a virtual operating environment, Licensee is required to purchase a Software license for each guest operating system which runs within a host based virtual machine environment or a hypervisor. In the event Licensee makes the Software available for use through application virtualization, Licensee is required to purchase a Software license for each user who can access the Software via such virtualization.

2.2   Non-production Usage. Licensee is permitted, at no additional cost, to make a reasonable number of copies of the Software only for non-production archival or cold-backup purposes. Such copies may be only be installed to minimize interruption and/or replace the production installation of the Software in the event such installation is damaged or destroyed due to disaster. Licensee will ensure that each copy, if contained on physical media, includes Licensor's copyright and other proprietary notices as they appear on the Software provided by Licensor. Licensee will pay all applicable license and maintenance fees to Licensor if it installs, as a course of its business, any non-production, disaster-recovery (aka "hot back-up" or "failover") and/or test/development copies of the Software.

2.3   Restrictions on Use. Licensee acknowledges and agrees that the Software is copyrighted material proprietary to Licensor, and that Licensee may not, except as expressly provided in this Agreement or by law: (i) copy, modify, alter, translate, decompile, disassemble, reverse engineer, or create derivative works of the Software; (ii) remove, alter or cause not to be displayed any copyright notice or start-up message contained in the Software program(s); (iii) use the Software or any part thereof directly or indirectly to create a product competitive with any of Licensor's products; or (iv) sell, loan , rent , lease, sublease, give, sublicense or otherwise transfer the Software or any copy or modification thereof, in whole or in part, to any person except as provided herein. Notwithstanding the foregoing, Licensee's consultant(s) may use the Software pursuant to this Agreement, provided that such use is solely for Licensee's internal business purposes.

2.4   Restrictions on Distribution of Self-Extracting Files. Unless otherwise provided in an Order, Licensee may only use the Software to create Self-Extracting Files for Licensee's internal use and specifically may not sell, transfer, assign, license, or otherwise

distribute to any third party any Self-Extracting File created through use of the Software where Licensee derives any compensation, in whatever form, or any commercial gain whatsoever. For the sake of clarity, nothing herein prevents Licensee from sending non-Self-Extracting Files (e.g. zipped files) to external recipients in the normal course of Licensee's business.

2.5   Acknowledgment and Reservation of Rights. Licensee acknowledges and agrees that Licensor and its licensors own all intellectual property and other proprietary rights in and to the Software and that all rights not expressly granted herein are reserved to Licensor.

2.6   Compliance. Upon written request by Licensor, Licensee shall submit to Licensor a statement of compliance confirming Licensee's compliance with its obligations under this Agreement.

2.7   Certification of Use. Licensee shall maintain true, complete, and correct copies of books and records reflecting the location and use of each copy of the Software in Licensee's possession or control. On at least thirty (30) days prior written notice to Licensee, but no more frequently than once in any twelve (12) month period, for any reason, Licensee shall provide Licensor with written certification that Licensee's use of the Software remains in compliance with this Agreement.

3.   FEES

3.1   Licensee shall pay license (and, to the extent applicable, maintenance) fees to Licensor in the amount and according to the terms set forth in the Order.

3.2   All license and maintenance fees due and payable under Licensor's invoice for an Order are subject to the U.S. Government's Prompt Payment Act.

3.3   Payment of any fees hereunder shall be made in a form acceptable to Licensor in U.S. dollars. All costs of payment (such as wire transfer fees) shall be the obligation of Licensee.

3.4   [Section Deleted]

4.   TERM AND TERMINATION

4.1   Term. The term of this Agreement shall commence as of the Effective Date and continue in perpetuity unless otherwise provided in the Order or until terminated earlier as provided hereunder.

4.2   Termination by Licensee. Licensee may terminate this Agreement at any time, with or without cause, upon written notice to Licensor, provided Licensee is in compliance with all of its obligations hereunder. Except as expressly provided herein, Licensee shall not be entitled to any refund of any fees paid hereunder upon termination of this Agreement.

4.3   Termination by Licensor. 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 made as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, PKWARE shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

4.4   Actions on Termination. Upon termination or cancellation of this Agreement for any material breach, the license granted hereunder shall terminate, Licensee shall immediately discontinue any and all use of the Software, Licensee shall immediately destroy the Software, and any and all physical or electronic copies thereof, and Licensee shall deliver to Licensor, within twenty (20) days of such termination, expiration, or cancellation, written certification, executed by an officer of Licensee, that Licensee has complied with this section. Except as expressly set forth in section 5, under no circumstances shall Licensee be entitled to any refund or return of fees or charges upon termination, expiration, or cancellation of this Agreement for any reason. All provisions of this Agreement which by their nature are intended to survive the expiration or termination of this Agreement shall survive and remain in full force and effect, including but not limited to the restrictions and obligations set forth in sections 2.3, 2.5, 2.7, 3, 4.4, 5.3, 5.5, 6 and 7 of Part 1 of this Agreement.

5.   LIMITED WARRANTY, DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

5.1   Warranty.

Licensor warrants, for a period of ninety (90) days following Licensee's receipt of the Software that the Software will operate substantially in conformance with Licensor's current published documentation and specifications for such Software ("Warranty Period"). If at any time during the Warranty Period, Licensor or Licensee discovers a defect, or error in the Software or a failure to conform to the provisions of the foregoing warranty, Licensor will correct such defect, error or non-conformity by, among other things, supplying the ordering activity with such corrective codes and making such addition, modification, replacement or adjustment as may be necessary to keep the Software operating in conformity with the warranties herein. In the event that Licensor is unable to

correct such defect, error or non-conformity, Licensor shall refund to the ordering activity all the fees paid by Licensee for the Software and the associated maintenance and support and the license for such installation of the Software would terminate.

5.2   Maintenance and Support Limited Warranty. Licensor warrants that the maintenance and support services provided hereunder shall be performed in a professional and workmanlike manner in accordance with the generally accepted industry standards.

5.3   DISCLAIMER OF WARRANTIES. LICENSEE IS SOLELY RESPONSIBLE FOR INSTALLATION AND CONFIGURATION OF THE SOFTWARE. THE WARRANTIES SET FORTH ABOVE ARE LICENSOR'S EXCLUSIVE WARRANTIES AND NO OTHER WARRANTIES OR REPRESENTATIONS ARE PROVIDED WITH RESPECT TO THE SOFTWARE, THE MAINTENANCE AND SUPPORT, OR OTHERWISE, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. LICENSOR DOES NOT WARRANT THAT THE SOFTWARE WILL BE FREE FROM PROGRAM ERRORS.

5.4   Legal Rights. The foregoing limited warranties give Licensee specific legal rights and Licensee may have other rights which vary from state to state and jurisdiction to jurisdiction. Some states and jurisdictions may not allow limits on how long an implied warranty lasts. In those cases, the above limits may not apply to Licensee.

5.5   LIMITATION OF LIABILITY. LICENSOR SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR PUNITIVE DAMAGES, OR FOR ANY ECONOMIC OR OTHER CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR SAVINGS), EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW EXCLUSION OR LIMITATION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO LICENSEE.

Licensor will not be liable for (1) loss of, or damage to, the records or data of Licensee or any other party, or (2) any damages claimed by Licensee based on any third party claim.

UNDER NO CIRCUMSTANCES SHALL LICENSOR'S TOTAL LIABILITY TO LICENSEE OR ANY OTHER PARTY WITH RESPECT TO THE SOFTWARE OR OTHERWISE RELATING TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF FOR DIRECT DAMAGES EXCEED THE GREATER OF U.S. $100,000 OR THE TOTAL FEES PAID BY LICENSEE UNDER THE AGREEMENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING ANY CLAIM.

The limitations, exclusions and disclaimers set forth in this Section 5 shall apply to the maximum extent permitted by applicable law, even if any remedy fails of its essential purpose. Except to the degree such service is covered by maintenance, no obligation or liability shall arise from Licensor's rendering of technical or other advice or service in connection with this Agreement, including, without limitation, advice or service related to the installation or configuration of the Software. The foregoing exclusion/limitation of liability shall not apply (1) to personal injury or death caused by PKWARE's negligence; (2) for fraud; (3) for express remedies under law or the contract; or (4) for any other matter for which liability cannot be excluded by law.

5.6   Indemnification. Licensor does hereby indemnify and shall hold Licensee harmless against all suits, damages and expenses (including reasonable attorneys' fees) arising from a claim made by a third party that any Software licensed hereunder infringes or violates such third party's intellectual property rights, including trade secrets, proprietary information, trademark, copyright, or patent rights. Licensee shall notify Licensor immediately of any such claim and the parties shall provide reasonable assistance to one another to help each other defend against such claim. This indemnification does not cover third party claims to the extent such claims are based on (i) modifications to the Software not authorized by Licensor; (ii) combination or use of the Software with any third party product as not expressly contemplated by the applicable documentation; or (iii) Licensee or its agents continued use of the Software subsequent to Licensor's notice to Licensee that such use may be or is in violation of third party's rights.

If a third party claim causes Licensee's quiet enjoyment and use of any Software licensed hereunder to be seriously endangered or disrupted, Licensor shall, at its option, (1) replace the Software, without additional charge, by a compatible, functionally equivalent and non-infringing product; (2) modify the Software to avoid the infringement but without adversely impairing the functionality or performance of the Software; (3) obtain a license for Licensee to continue use of the Software and pay for any additional fee required for such license; or (4) if none of the foregoing alternatives are commercially practical, Licensor shall reimburse Licensee the Software license fee paid to Licensor.

6.   CONFIDENTIALITY

6.1   Proprietary Information. The Software and related documentation is confidential and trade secret information (the "Proprietary Information") that is proprietary to and solely owned by Licensor, together with all related copyrights and trademarks. Licensee agrees to maintain the Proprietary Information in strictest confidence for the benefit of Licensor. Licensee shall not make available or allow to be made available the Proprietary Information to any third party nor shall the Licensee use such Proprietary Information except as

authorized by this Agreement. When the end user is an instrumentality of the US Government, neither the EULA (this document) or the Schedule Price List shall be deemed "confidential information" notwithstanding marking to that effect. Notwithstanding anything in this Agreement to the contrary, the government may retain such Confidential Information as required by law, regulation or its bona fide internal document retention procedures for legal, regulatory or compliance purposes; provided, however, that such retained Confidential Information will continue to be subject to the confidentiality obligations of this Agreement.

7. MISCELLANEOUS PROVISIONS

7.1 Severability. The provisions of this Agreement and the attached schedules are severable. If any provision of this Agreement or any schedule attached hereto is held to be invalid, illegal, or unenforceable, such provision is to that extent deemed omitted and not part of this Agreement. The validity, legality, or enforceability of the remaining provisions shall in no way be affected or impaired thereby and shall be valid and enforceable to the maximum extent permitted by law.

7.2 Assignment. In the event Licensee desires to assign, sublicense, subcontract, or otherwise transfer this Agreement, the license granted hereunder, or any of its other rights or obligations under this Agreement or delegate any of its duties under this Agreement it will notify Licensor in writing seeking Licensor's consent, which consent shall not be unreasonably withheld.

7.3 Governing Law and Forum Choice. This Agreement shall be construed as having been made in, and shall be governed in accordance with, the laws of the United States.

7.4 Export Restrictions. Licensee agrees to comply with all applicable export laws and regulations.

7.5 US Government Restricted Rights. The Software is provided with RESTRICTED AND LIMITED RIGHTS. In the event the Software is purchased via GSA, its use, duplication, or disclosure is subject to restrictions as set forth in Contract No. GS-35F-0618R, FAR 52.227-14.

7.6 Entire Agreement. Together with the underlying GSA Schedule Contract, the Schedule Price List and any applicable GSA Customer Purchase Orders, this Agreement constitutes the exclusive and entire agreement between the parties with respect to the subject matter hereof. This Agreement, shall not take precedence over the terms of the underlying GSA Schedule Contract or any specific, negotiated terms on the GSA Customer's Purchase Order

7.7 Modification and Waiver. No modification of this Agreement or any Schedule or Addendum and no waiver of any breach of this Agreement shall be effective unless in writing and signed by an authorized representative of the party against whom enforcement is sought. No waiver of any breach of this Agreement and no course of dealing between the parties shall be construed as a waiver of any subsequent breach of this Agreement. The failure of either party at any time or times to require performance of any provision hereof shall in no manner affect the right at a later time to enforce such provision.

7.8 Force Majeure. Neither party shall be responsible for failure to fulfill any obligations due to causes beyond its control including, but not limited to, strikes, riots, wars, fire, acts of God, and acts in compliance with any applicable law, regulation, or order (whether valid or invalid) of any governmental body, except that such causes shall not extend the due date for, or excuse the timely payment of, any amounts payable by a party hereunder.

7.9 Notice. Any notice, request, instruction or other document or communications to be given hereunder by either party to the other shall be in writing, and delivered via email, personally, overnight courier, express mail, or certified mail – return receipt requested, postage prepaid (such notice to be effective on the date receipt is signed by the receiving party). Any such notice to Licensor shall be sent to its address as follows:

> PKWARE, Inc., 201 E. Pittsburgh Ave., Suite 400, Milwaukee, WI 53204 legal@pkware.com
> or to such other address as Licensor shall designate by notice in writing to Licensee.

Any such notice to Licensee shall be sent to its address as set forth in the Order, or to such other address as Licensee shall designate by notice in writing to Licensor.

7.10 Arbitration. [Section Deleted]

PART 2 - MAINTENANCE AND SUPPORT

Maintenance and Support will be available to Licensee if Licensee is current on all maintenance payments with Licensor and Licensee is running a currently supported version(s) of the Software. .

8. DEFINITIONS. For purposes of this Part 2:

"Business Hours" means the hours from 8:00 a.m. through 6:00 p.m., Monday through Friday (excluding Licensor's holidays) in either the United States Central Time Zone or the Central European Time Zone, whichever is closest in proximity to the Licensee.

"Error Condition" means any demonstrable, reproducible defect, program error, or other non-conformance of the Software with its Documentation caused solely by errors or defects in the code of the Software.

"Maintenance Term" means, initially, the Maintenance Term identified in the Order. Renewal shall require Licensee purchase order or other written agreement.

"New Version" means a complete replacement of the executable code of the Software in machine-readable form, to provide significant new features or functions. A New Version may incorporate one or more enhancements. A New Version involves only such enhancements that change the version number immediately to the left of the decimal point. Changes to the version number are made solely at the discretion of the Licensor.

"New Release" means a partial or complete replacement of the executable code of the Software in machine-readable form, which may provide new features or functions. A New Release may incorporate some or no enhancements. A New Release involves only such alterations that change the release number to the immediate right of the decimal point. Changes to the release number are made solely at the discretion of the Licensor.

"Modification" means a partial or complete replacement of the executable code of the Software in machine-readable form which provides product function or correction that is delivered outside the standard announced "New Version" and "New Release" delivery methods.

"Pre-Release Change" means any enhancement, the development or testing of which is not yet completed, such that it is not yet generally released to Licensor's customers.

"Nonqualified Product" means any product not listed as compatible with Software in Licensor's promotional materials.

9. MAINTENANCE TERM

9.1 Licensor agrees to provide maintenance and support for the Latest Versions of the Software pursuant to the terms of this Part 2 during the Maintenance Term, provided the maintenance fee is fully paid and current and Licensee is also in full compliance and current with all of its other obligations under this Agreement. "Latest Versions" means versions of Software used for the fulfillment of new license orders and/or the versions for which Licensor continues to provide technical support. Latest Versions are specified in the Support section of Licensor's web site.

10. SUPPORT

10.1 Non Error Condition Support. During the Maintenance Term, Licensor shall provide support for non-Error Condition-related questions regarding the Software by e-mail, telephone, telefax or online consultation during Business Hours.

10.2 Error Condition Support. During the Maintenance Term, Licensor shall provide support for reporting and resolving Error Conditions through the standard support line during Business Hours.

10.3 Regardless of the nature of the Error Condition, Licensor may provide a resolution in the form of a Pre-Release Change, a Modification, or such other information, instructions or patches as are sufficient to eliminate or reduce the Error Condition.

10.4 Licensee agrees to promptly notify Licensor in writing following the discovery of any Error Condition. Further, upon discovery of an Error Condition, and at the request of Licensor, Licensee agrees to submit a listing of output and any other information that Licensor may require in order to reproduce the Error Condition and/or the operating conditions under which the Error Condition occurred or was discovered.

10.5 Licensee agrees to acquire, install and/or implement as directed, certain services, hardware, software, software versions, releases, and the like, as may be deemed necessary by Licensor from time to time for proper operation of the Software.

10.6 Licensee is responsible for procuring, installing, and maintaining all equipment, telephone lines, communications interfaces, and other hardware necessary to operate the Software and to obtain support from Licensor. Licensor shall not be responsible for delays or inability to provide maintenance or support caused by events or circumstances beyond its reasonable control.

10.7 Exceptions. The following matters are not covered by Licensor's maintenance and support obligations hereunder: (a) problems resulting from misuse, improper use, or damage of the Software, to the extent caused by Licensee, provided that Licensee's actions were not directed by Licensor or set forth in the Documentation; (b) problems resulting from any unauthorized modification made to the Software, but only to the extent of such modification; and (c) problems resulting from any Nonqualified Product or from failure of equipment.

10.8 Licensee's Responsibilities. In connection with Licensor's provision of support hereunder, Licensee acknowledges that Licensee has the responsibility to do each of the following with respect to the Software: (a) maintain the designated computer system and associated peripheral equipment in good working order in accordance with the manufacturers' specifications; (b) maintain the designated computer system at a supported revision level prescribed by the Documentation for proper operation of the Software; (c)

perform any tests or procedures recommended by Licensor for the purpose of identifying and/or resolving any problems submitted by Licensee for servicing under the terms of this Agreement; (d) maintain a procedure external to the Software for reconstruction of lost or altered files, data, or programs to the extent deemed necessary by Licensee; (e) at all times follow routine operator procedures as specified in the Documentation; and (f) provide all information in American English in a form discernible by Licensor.

11. MAINTENANCE

11.1 Data Format/Content Changes. If the format and/or content of raw data which is processed by the Software changes as a result of vendor changes in the operating system and sub-systems which create the data, Licensor agrees to provide for the continued compatibility of the Software. Licensor will make necessary corrections to the Latest Version(s), at Licensor's sole option. Licensor has no obligation to modify prior versions of the Software (i.e. non-Latest Versions) to run with the latest versions of operating systems, software, or hardware.

11.2 Modifications and New Releases. Provided Licensee is current on all of its obligations pursuant to the Agreement and any Schedules attached thereto, during the Maintenance Term, Licensor shall provide to Licensee at no additional charge all Modifications and New Releases to the Software, the schedule, nature, and scope of which shall be in the Licensor's sole discretion.

11.3 New Versions. Licensee may choose to license New Versions of the Software at the time of their availability under the terms and conditions of the Agreement and its attached Schedules, subject to the applicable pricing for such New Versions as set forth by Licensor in an appropriate supplement or Order executed by the parties. Licensee is under no obligation to license any such New Versions.

12. REINSTATEMENT

12.1   In the event Licensee discontinues Software maintenance and support via either termination or expiration of the contracted maintenance term, and subsequently opts to resume Software maintenance and support then the ordering activity shall pay to Licensor the applicable maintenance fee for the lapsed maintenance period.

MASTER LICENSE AGREEMENT FOR PKWARE GSA SCHEDULED PRODUCTS
(Viivo for Business)

This License Agreement (the "**Agreement**") governs the access to and use of the Services and is entered into by and between PKWARE, Inc. ("**PKWARE**") and the ordering activity of the U.S. government (the "**Customer**").

This Agreement is part of the master Schedule 70 of PKWARE's GSA contract, and any applicable terms of Customer's task order.

1.   Definitions.

"**Administrator(s)**" means the person(s) designated by Customer with the authority to utilize the Administrative Console to create and manage Client accounts associated with Customer.

"**Administrative Console**" means the functionality for managing Client access, security and other administrative functionality for Client accounts associated with the Services provided to Customer.

"**CAID**" or "**Client Association ID**" means a PKWARE-assigned identification code used to associate Clients with the Customer account providing Administrator management and configuration of Client accounts. The CAID is configured at the Client device level.

"**Client**" means Customer employees, representatives, consultants, contractors, agents, or other individuals to whom Customer provides Administrator management and configuration through the Services and via association with Customer's CAID. All Clients must install and use the Viivo Client on Client's device(s) pursuant to a Viivo Client License Agreement.

"**Fees**" means the amounts payable to PKWARE for access to the Services. The Fees shall be as set forth in the Purchase Order and the underlying GSA Schedule Contract.

"**Order**" means an ordering activity's valid task order accepted by Licensor. The terms of this Agreement and the Order shall govern except to the extent expressly set forth to the contrary in any subsequent written agreement structured as a contract modification and executed by both Licensor and Licensee.

"**Services**" means the edition of the Viivo for Business and specified features and functionality identified on an Order, developed, operated, and maintained by PKWARE, accessible via http://www.viivo.com or another designated website or IP address, to which Customer is granted access under this Agreement

"**Subscription Term**" means the limited duration of Customer's right to access to the Services for the number of Clients specified on the applicable Order beginning on the date of Customer's Order and continuing for a one (1) year period, unless a different period is otherwise specified on the Order which shall, in that case, control.

"**Viivo Client**" means the software and services offered by PKWARE identified on an Order, either for installation on a Customer's or a Client's device or that is otherwise accessed by Clients from the Customer's or Client's software or via a designated website or IP address.

2.   Services.   Subject to the terms and conditions of this Agreement, including the timely payment of all applicable Fees, PKWARE hereby grants Customer the limited, non-exclusive, non-transferable, non-sublicensable right during the Subscription Term to access and use the Services described in the Order. During the Subscription Term, Customer may be allowed (a) Administrator access and use of the Administrative Console to manage Viivo Client accounts associated with the Customer CAID up to the quantity of Clients specified in the Order; and (b) to monitor, restrict, or terminate access to Viivo Client accounts associated with Customer's CAID.

3.   Restrictions on Use of the Services.   The foregoing access grant is restricted to use of the Services solely with PKWARE-designated cloud-based file-synchronization services (e.g. Dropbox) subject to the terms of use for such services as set forth by their respective owner(s). Customer will not and will ensure that its Clients do not: (a) use the Services in any manner or for any purpose other than as expressly permitted by this Agreement; (b) sell, lend, rent, resell, lease, sublicense, or allow access to the Services to any third party other than a Client authorized hereunder; (c) modify, alter, tamper with, repair, reverse engineer, disassemble or decompile, or attempt to derive the source code of, or otherwise create derivative works of any software used or provided by PKWARE in connection with the Services (except as and only to the extent any foregoing restriction is prohibited by applicable law or to the

extent as may be permitted by the licensing terms governing use of any open sourced components included with the Services); (d) remove, obscure or alter any proprietary right notice related to the Services; (e) access or attempt to access other accounts hosted by the Services or other computer systems or networks not covered by this Agreement, for which it does not have permission, through password mining or any other means; (f) access or use the Services in a way intended to avoid incurring fees, if any; or (g) use the Services to send or store files containing software viruses, worms, Trojan horses, or other harmful computer code, files, scripts, agents, or programs, or any illegal material or other material or information in violation of the terms governing use of the cloud-based file-synchronization service or other Internet service accessed or used by Customer in connection with Services.

4. **Registration**. To use the Services, Customer is required to register at http://www.viivo.com by completing a registration form and designating a user ID and password. When registering, Customer must provide true, complete, and accurate registration information and maintain the accuracy of such data. If Customer provides inaccurate or incomplete registration information, PKWARE may terminate or suspend Customer account or suspend or refuse access to or use of the Services. Customer is solely responsible for maintaining the confidentiality of its user ID and password.

5. **Clients.** Client access and use of Viivo Client and the Services is subject to this Agreement and the Viivo Client License Agreement. Customer shall ensure that its Clients comply with Customer's obligations under this Agreement.

6. **Orders.** Customer may from time to time place Orders for the Services, subject to acceptance by PKWARE. Orders will be deemed accepted by PKWARE when the requested access to the Services has been provided by PKWARE or when PKWARE otherwise informs Customer of PKWARE's acceptance of such Order, whichever is earlier.

7. **Subscription Term**. This Agreement shall be effective during the Subscription Term.

8. **Additional Clients.** During the Subscription Term, Customer may obtain access and use rights for additional Viivo Clients for additional Fees prorated to the Subscription Term.

9. **Fees and Payment.**

(i) **Fees.** Customer shall pay, and authorizes PKWARE to charge using Customer's selected payment method, Fees for the initial Subscription Term in accordance with the applicable Order and any renewal Subscription Term(s). Fees shall be paid in advance unless otherwise specified on an applicable Order. In the event an Order specifies Customer payment shall be in a form other than credit card, any invoiced Fees per such Order are due net 30 days from the invoice date. Notwithstanding anything in the Agreement, Fees shall be in accordance with the negotiated order and/or the pricing under the GSA Schedule contract. Payment shall be in accordance with FAR 52.212.

(ii) **Section Deleted.**

(iii) **Upgrades.** During the Subscription Term, Customer may elect to obtain access to and use of additional features and functionality made available by PKWARE ("Upgrade") for an additional Fee under terms to be mutually agreed upon by the parties. GSA Customer may obtain additional features via the issuance of a Purchase Order.

10. **Termination.** The Agreement is effective until Customer's Subscription Term expires or terminates, or until the Agreement is terminated.

(i) **Termination for Cause.** 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 made as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, PKWARE shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

(ii) **Termination at Will.** Customer may terminate the Agreement at any time by providing written notice of termination to PKWARE.

(iii)   **Effects of Termination.** In the event the Agreement is terminated, the rights granted herein by PKWARE to Customer will immediately terminate and Customer shall thereby have no continuing access to or the right to use the Services. Upon termination of the Agreement, Customer will not be entitled to a refund of any Fees paid or due prior to such termination.

11.   **Survival.** All provisions of this Agreement which by their nature are intended to survive the expiration or termination of this Agreement will survive and remain in full force and effect, including but not limited to the restrictions and obligations set forth in Sections 3, 4, 5, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, and 20 shall survive any termination or expiration of this Agreement.

12.   **File Content.** PKWARE is not responsible for file content or for any use made of the Services by Customer. The Services and Viivo Client implement client-side encryption and therefore PKWARE does not have access to unencrypted Customer files. Customer shall not use Viivo Client or the Services to send file content that may be deemed offensive, indecent, or objectionable, which content may be identified as having explicit language. Customer's use of Viivo Client and the Services is at Customer's sole risk and PKWARE will have no liability to Customer for file content that may be found to be offensive, indecent, or objectionable. Customer shall not use Viivo Client or the Services in any manner to harass, abuse, stalk, threaten, defame or otherwise infringe or violate the rights of any other party, and PKWARE will not be responsible for any such use by Customer, nor for any harassing, threatening, defamatory, offensive or illegal file content or transmissions that Customer may either send or receive as a result of or in connection with Customer's use of Viivo Client, the Services, or any file-synchronization service used in conjunction with the Services.

13.   **Ownership.** PKWARE and its licensors own all intellectual property and other proprietary rights in and to Viivo Client and the Services and that all rights not expressly granted herein are reserved to PKWARE. Viivo Client is protected by copyright, including without limitation by United States Copyright Law, international treaty provisions and applicable laws in the country in which it is being used. Customer shall not use any proprietary content, information or materials related to Viivo Client or the Services in any way whatsoever except for permitted use as set forth herein. No portion of Viivo Client or the Services may be reproduced in any form or by any means except as expressly authorized herein.

14.   **NO WARRANTY.** CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES THAT INSTALLATION, ACCESS, AND/OR USE OF VIIVO CLIENT AND THE SERVICES IS AT CUSTOMER'S SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH CUSTOMER. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, VIIVO CLIENT AND THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND PKWARE HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO VIIVO CLIENT AND THE SERVICES, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. PKWARE DOES NOT WARRANT AGAINST INTERFERENCE WITH CUSTOMER ENJOYMENT OF THE SERVICES; THAT THE FUNCTIONS CONTAINED IN, PERFORMED, OR PROVIDED BY THE SERVICES WILL MEET CUSTOMER REQUIREMENTS; THAT THE OPERATION OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE; OR THAT DEFECTS IN THE SERVICES WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY PKWARE OR ITS AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO THE ABOVE EXCLUSION AND LIMITATIONS MAY NOT APPLY.

15.   **LIMITATION OF LIABILITY.**   TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL PKWARE BE LIABLE FOR PERSONAL INJURY, OR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO CUSTOMER USE OR INABILITY TO USE THE SERVICES, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF PKWARE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY. IN NO EVENT SHALL PKWARE'S TOTAL LIABILITY TO CUSTOMER FOR ALL DAMAGES (OTHER THAN AS MAY BE REQUIRED BY

APPLICABLE LAW IN CASES INVOLVING PERSONAL INJURY) EXCEED THE AMOUNTS ACTUALLY PAID BY CUSTOMER TO PKWARE FOR THE SERVICES IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING ARISE TO SUCH CLAIM. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE. The foregoing exclusion/limitation of liability shall not apply (1) to personal injury or death caused by PKWARE's negligence; (2) for fraud; (3) for express remedies under law or the contract; or (4) for any other matter for which liability cannot be excluded by law.

16.   Indemnification. PKWARE does hereby indemnify and shall hold Customer harmless against all suits, damages and expenses (including reasonable attorneys' fees) arising from a claim made by a third party that the Services infringes or violates such third party's intellectual property rights, including trade secrets, proprietary information, trademark, copyright, or patent rights. Customer shall notify PKWARE immediately of any such claim and the parties shall provide reasonable assistance to one another to help each other defend against such claim. This indemnification does not cover third party claims to the extent such claims are based on (i) modifications to the Services not authorized by PKWARE; (ii) combination or use of the Services with any third party product as not expressly contemplated by the applicable documentation; or (iii) Customer's continued use of the Services subsequent to PKWARE's notice to Customer that such use may be or is in violation of third party's rights. When the end user is an instrumentality of the US Government, the foregoing shall be subject to the provisions of 28 USC s. 516.

If a third party claim causes Customer's quiet enjoyment and use of the Services to be seriously endangered or disrupted during the Subscription Term, PKWARE shall, at its option, (1) replace the Services, without additional charge, by a compatible, functionally equivalent and non-infringing product; (2) modify the Services to avoid the infringement but without adversely impairing the functionality or performance of the Services; (3) obtain a license for Customer to continue use of the Services and pay for any additional fee required for such use; or (4) if none of the foregoing alternatives are commercially practical, PKWARE shall reimburse Customer the Fees paid to PKWARE for the Subscription Term.

17.   Export Restrictions. The export and re-export of data via the Services may be controlled by the United States Export Administration Regulations. The Services may not be used in Cuba; Iran; North Korea; Sudan; or Syria or any country that is subject to an embargo by the United States and Customer must ensure that Administrators and Clients do not use the Services in violation of any export restriction or embargo by the United States. In addition, Customer must ensure that the Services are not provided to persons on the Table of Denial Orders, the Entity List, or the List of Specially Designated Nationals.

18.   Privacy/Collection of Data. Customer acknowledges and agrees that PKWARE may collect technical and statistical data and metadata, in addition to the information provided by Customer and Client upon registration, in order to analyze Customer and Customer's Client use of the Services. Customer shall be solely responsible for maintaining the confidentiality of its user ID and password.

19.   US Government Restricted Rights. Viivo Client and the Services are provided with RESTRICTED AND LIMITED RIGHTS. In the event the Viivo Client and the Services are purchased via GSA, their use, duplication, or disclosure is subject to restrictions as set forth in Contract No. GS-35F-0618R, FAR 52.227-14,

20.   Miscellaneous.

       (i)   Governing Law and Forum. This Agreement is shall be construed as having been made in, and shall be governed in accordance with, the laws of the United States of America.

       (ii)   Integration with Third Party Applications. Viivo Client and the Services may contain features designed to interoperate with non-Viivo applications (i.e cloud service providers). To use such features, Customer may be required to obtain access to such non-Viivo applications from their providers. If PKWARE or the provider of any such non-Viivo applications ceases to make the non-Viivo applications, or any portion thereof, available for interoperation with Viivo Client and the Services, PKWARE may cease providing features of such non-Viivo applications without entitling Customer to any refund or credit.

       (iii)   Assignment. This Agreement is binding on and inures to the benefit of the parties hereto and their respective successors and assigns. Notwithstanding the foregoing, neither party shall assign, sublicense, subcontract or other transfer this Agreement or any of its rights or obligations under this Agreement or delegate any

of its duties under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld.

      (iv)   Severability. Any unenforceable Agreement provisions will be modified to reflect the parties' intention and only to the extent necessary to make them enforceable, and remaining provisions of the Agreement will remain in full effect.

      (v)   Modification and Waiver. No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of the party against whom enforcement is sought. No waiver of any breach of this Agreement and no course of dealing between the parties shall be construed as a waiver of any subsequent breach of this Agreement.

      (vi)   Notice. Notices must be sent via first class, airmail, or overnight courier and are deemed given when received. Notices to Customer may also be sent to the applicable account email address, and are deemed given when sent. Notices to PKWARE must be sent to PKWARE, Inc., 201 E. Pittsburgh Ave, Suite 400, Milwaukee, WI 53204, with a copy to the Legal Department.

      (vii)   Force Majeure. Neither party shall be responsible for failure to fulfill any obligations due to causes beyond its control including, but not limited to, strikes, riots, wars, fire, acts of God, and acts in compliance with any applicable law, regulation, or order (whether valid or invalid) of any governmental body, except that such causes shall not extend the due date for, or excuse the timely payment of, any amounts payable by a party hereunder. The foregoing is subject to FAR 52.212-4(f).

      (viii)   Entire Agreement. Together with the underlying GSA Schedule Contract, the Schedule Price List and any applicable GSA Customer Purchase Orders, this Agreement constitutes the exclusive and entire agreement between the parties with respect to the subject matter hereof. This Agreement, shall not take precedence over the terms of the underlying GSA Schedule Contract or any specific, negotiated terms on the GSA Customer's Purchase Order

SUPPORT

1.   Definitions.

"**Business Hours**" means the hours from 8:00 a.m. through 6:00 p.m., Monday through Friday (excluding Licensor's holidays) in the United States Eastern Time Zone.

"**Error Condition**" means any demonstrable, reproducible defect, error, or other non-conformance of the Services to its published functional specifications.

"**Modification**" means a partial or complete replacement of the Services which provides function or correction that is delivered outside the standard announced new version and new release delivery methods.

"**Pre-Release Change**" means any enhancement, the development or testing of which is not yet completed, such that it is not yet generally released to PKWARE's customers.

"**Nonqualified Product**" means any product not listed as compatible with the Services in PKWARE's promotional materials.

2.   Support. During the Subscription Term and provided Customer is current on Fees, PKWARE shall use commercially reasonable efforts to provide support for Error Condition and non-Error Condition-related questions regarding the Services by e-mail, telephone, or support forum during Business Hours. Regardless of the nature of the Error Condition, PKWARE may provide a resolution in the form of a Pre-Release Change, a Modification, or such other information, instructions or patches as are sufficient to eliminate or reduce the Error Condition.

PKWARE will not be responsible for delays or inability to provide support caused by events or circumstances beyond its reasonable control.

3.   Exceptions. The following matters are not covered by PKWARE's support obligations hereunder: (a) problems resulting from misuse or improper use of the Services; (b) problems resulting from any unauthorized modification made to the Services, but only to the extent of such modification; and (c) problems resulting from any

Nonqualified Product or from failure of equipment. Customer shall be solely responsible for the compatibility and functioning of Nonqualified Products with the Services.

4.   Customer's Responsibilities. In connection with PKWARE's provision of support hereunder, Customer shall do each of the following with respect to the Services: (a) maintain the designated computer system or device and associated peripheral equipment in good working order in accordance with the manufacturers' specifications; (b) perform any tests or procedures recommended by PKWARE for the purpose of identifying and/or resolving any problems submitted by Customer for support under the terms of this Agreement; (c) maintain a procedure external to the Software for reconstruction of lost or altered files, data, or programs to the extent deemed necessary by Customer; and (d) provide all information in American English in a form discernible by PKWARE.

MASTER LICENSE AGREEMENT FOR PKWARE GSA SCHEDULED PRODUCTS
(Viivo Pro)

This License Agreement ("Agreement") is made by and between PKWARE Inc. ("PKWARE") and the ordering activity of the U.S. government ("you").

This Agreement is part of the master Schedule 70 of PKWARE's GSA contract, and any applicable terms of your task order.

1.   Definitions.   As used in this Agreement, the definitions below shall apply to the following terms:

"**Fees**" means the amounts payable to PKWARE for access to Viivo Client and the Services.   The Fees shall be as set forth in the Purchase Order and the underlying GSA Schedule Contract.

"**Order**" means an ordering activity's valid task order accepted by Licensor. The terms of this Agreement and the Order shall govern except to the extent expressly set forth to the contrary in any subsequent written agreement structured as a contract modification and executed by both Licensor and Licensee.

"**Services**" means the features and functionality identified on an Order, developed, operated, and maintained by PKWARE, accessible via Viivo Client, to which you are being granted access under this Agreement.

"**Subscription Term**" means the limited duration of your right to access the Services for your Viivo Client installation specified on the applicable Order beginning on the date of your Order and continuing for a one (1) year period, unless a different period is otherwise specified on the Order which shall, in that case, control.

"**Viivo Client**" means the software and services offered by PKWARE identified on an Order, either for installation on your device or that is otherwise accessed by software, or via a designated website or IP address.

2.   License Grant and Services Access.   Subject to the terms and conditions of this Agreement, PKWARE grants you a non-transferable (accept as provided herein), non-exclusive, non-sublicensable, limited license to install and use Viivo Client during the Subscription Term on up to five (5) total personal computers or mobile devices that you own or control.   Subject to the terms and conditions of this Agreement, including the timely payment of all applicable Fees, PKWARE hereby grants you a limited, non-exclusive right during the Subscription Term to access and use the Services described in the Order for government purposes only.   The foregoing license and use grant is limited to use of Viivo Client and the Services solely with compatible cloud-based file-synchronization services (e.g. Dropbox) subject to the terms of use for such services as set forth by their respective owner(s).

3.   Restrictions.   You will not: (a) use Viivo Client or the Services in any manner or for any purpose other than as expressly permitted by this Agreement; (b) use Viivo Client on any computer or mobile device that you do not own or control; (c) distribute or make Viivo Client available to other individuals or a group of individuals over a network where it could be used by multiple computers or mobile devices at the same time; (d) sell, lend, rent, resell, lease, sublicense Viivo Client, or allow access to the Services to any third party; (e) copy, modify, alter, tamper with, repair, reverse engineer, disassemble or decompile, or attempt to derive the source code of, or otherwise create derivative works of Viivo Client; (f) remove, obscure or alter any proprietary right notice related to Viivo Client and the Services; (g) access or attempt to access other accounts hosted by the Services or other computer systems or networks not covered by this Agreement, for which it does not have permission, through password mining or any other means; (h) access or use the Services in a way intended to avoid incurring fees, if any; or (i) use Viivo Client or the Services to send or store files containing software viruses, worms, Trojan horses, or other harmful computer code, files, scripts, agents, or programs, or any illegal material.

4.   Viivo Client Updates/New Versions.   This Agreement will govern any generally available Viivo Client updates provided by PKWARE that replace and/or supplement the originally supplied version of Viivo Client. PKWARE does not guarantee that it will supply any updates or new versions of Viivo Client during the term of this Agreement.

5.   Enterprise-associated Clients. If you are using Viivo Client as an associated client to a Viivo for Business account, then by using Viivo Client and entering the enterprise client association ID or "CAID" in Viivo Client or otherwise assent to association with a Viivo for Business account, you agree your Viivo for Business administrator may (i) access your account registration details, usage statistics, and shared folder details for Viivo Client and any associated services; and (ii) control your access to enterprise shared folders.   You further agree to use Viivo Client in compliance with the enterprise customer's terms and policies where applicable, including any employment obligations. Any services or functionality provided to you through your association with an enterprise customer may terminate (i)

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upon the expiration or termination of the enterprise customer's subscription, or (ii) as otherwise determined by the enterprise customer.

6.   Orders.   You may from time to time place Orders for Viivo Client and the Services, subject to acceptance by PKWARE.   Orders will be deemed accepted by PKWARE when the requested access to Viivo Client and the Services has been provided by PKWARE or when PKWARE otherwise informs you of PKWARE's acceptance of such Order, whichever is earlier.

7.   Subscription Term.   This Agreement shall be effective during the Subscription Term.

8.   Fees and Payment.

(i)   Fees. You shall pay, and authorize PKWARE to charge using your selected payment method, Fees for the initial Subscription Term in accordance with the applicable Order and any applicable renewal Subscription Term(s).   Fees shall be paid in advance unless otherwise specified on an applicable Order.   In the event an Order specifies your payment shall be in a form other than credit card, any invoiced Fees per such Order are due net 30 days from the invoice date. Notwithstanding anything in this Agreement, fees shall be in accordance with the negotiated order and/or the pricing under the GSA Schedule contract.   Payment shall be in accordance with FAR 52.212.

(ii)   Section Deleted

(iii)   Upgrades.   During the Subscription Term, Customer may elect to obtain access to and use of additional features and functionality made available by PKWARE ("Upgrade") for an additional Fee under terms to be mutually agreed upon by the parties.   GSA Customer may obtain additional features via the issuance of a Purchase Order

9.   Termination.   The Agreement is effective until your Subscription Term expires or terminates, or until the Agreement is terminated.

(i)   Termination for Cause.   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 made as a dispute under the contract Disputes Clause (Contract Disputes Act).   During any dispute under the Disputes Clause, PKWARE shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

(ii)   Termination at Will.   You may terminate the Agreement at any time by providing written notice of termination to PKWARE.

(iii)   Effects of Termination.   In the event the Agreement is terminated, the rights granted herein by PKWARE to you will immediately terminate and you shall thereby have no continuing access to or the right to use Viivo Pro.   Upon termination of the Agreement, you shall not be entitled to a refund of any Fees paid or due prior to such termination.

10.   Survival.   All provisions of this Agreement which by their nature are intended to survive the expiration or termination of this Agreement will survive and remain in full force and effect, including but not limited to the restrictions and obligations set forth in Sections 3, 4, 5, 7, 8, 9, 11, 12, 13, 14, 15, 16, 17, 18, and 19 shall survive any termination or expiration of this Agreement.

11.   File Content.   PKWARE is not responsible for file content or for any use of Viivo Client by you.   Viivo Client and the Services implement client-side encryption and therefore PKWARE does not have access to your unencrypted files.   You shall not use Viivo Client or the Services to send file content that may be deemed offensive, indecent, or objectionable, which content may be identified as having explicit language.   Your use of Viivo Client and the Services is at your sole risk and PKWARE will have no liability to you for file content that may be found to be offensive, indecent, or objectionable.   You shall not use Viivo Client or the Services in any manner to harass, abuse, stalk, threaten, defame or otherwise infringe or violate the rights of any other party, and PKWARE will not be responsible for any such use by you, nor for any harassing, threatening, defamatory, offensive or illegal file content or transmissions that you may either send or receive as a result of or in connection with your use of Viivo Client, the Services, or any file-synchronization service used in conjunction with Viivo Client.

12.   Ownership.   PKWARE and its licensors own all intellectual property and other proprietary rights in and to Viivo Client and the Services and that all rights not expressly granted herein are reserved to PKWARE.   Viivo Client is protected by copyright, including without limitation by United States Copyright Law, international treaty provisions and

applicable laws in the country in which it is being used. You shall not use any proprietary content, information or materials related to Viivo Client or the Services in any way whatsoever except for permitted use as set forth herein. No portion of Viivo Client or the Services may be reproduced in any form or by any means except as expressly authorized herein.

13.   NO WARRANTY. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT INSTALLATION, ACCESS, AND/OR USE OF VIIVO CLIENT AND THE SERVICES IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, VIIVO CLIENT AND THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND PKWARE HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO VIIVO CLIENT AND THE SERVICES, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. PKWARE DOES NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE SERVICES; THAT THE FUNCTIONS CONTAINED IN, PERFORMED, OR PROVIDED BY VIIVO CLIENT OR THE SERVICES WILL MEET YOUR REQUIREMENTS; THAT THE OPERATION OF VIIVO CLIENT OR THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE; OR THAT DEFECTS IN VIIVO CLIENT OR THE SERVICES WILL BE CORRECTED.   NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY PKWARE OR ITS AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY.   SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO THE ABOVE EXCLUSION AND LIMITATIONS MAY NOT APPLY.

14.   LIMITATION OF LIABILITY. TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL PKWARE BE LIABLE FOR PERSONAL INJURY, OR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE VIIVO CLIENT OR THE SERVICES, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF PKWARE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF LIABILITY FOR PERSONAL INJURY, OR OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION MAY NOT APPLY.   IN NO EVENT SHALL PKWARE'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW IN CASES INVOLVING PERSONAL INJURY) EXCEED THE AMOUNTS ACTUALLY PAID BY YOU TO PKWARE FOR VIIVO CLIENT OR THE SERVICES IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING ARISE TO SUCH CLAIM.   THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.   The foregoing exclusion/limitation of liability shall not apply (1) to personal injury or death caused by PKWARE's negligence; (2) for fraud; (3) for express remedies under law or the contract; or (4) for any other matter for which liability cannot be excluded by law

15.   Indemnification.   PKWARE does hereby indemnify and shall hold you harmless against all suits, damages and expenses (including reasonable attorneys' fees) arising from a claim made by a third party that Viivo Client infringes or violates such third party's intellectual property rights, including trade secrets, proprietary information, trademark, copyright, or patent rights.   You shall notify PKWARE immediately of any such claim and the parties shall provide reasonable assistance to one another to help each other defend against such claim. This indemnification does not cover third party claims to the extent such claims are based on (i) modifications to the Viivo Client not authorized by PKWARE; (ii) combination or use of Viivo Client with any third party product as not expressly contemplated by the applicable documentation; or (iii) your continued use of the Viivo Client subsequent to PKWARE's notice to you that such use may be or is in violation of third party's rights. When the end user is an instrumentality of the US Government, the foregoing shall be subject to the provisions of 28 USC s. 516.

If a third party claim causes your quiet enjoyment and use of Viivo Client to be seriously endangered or disrupted during the Subscription Term, PKWARE shall, at its option, (1) replace Viivo Client, without additional charge, by a compatible, functionally equivalent and non-infringing product; (2) modify Viivo Client to avoid the infringement but without adversely impairing the functionality or performance of Viivo Client; (3) obtain a license for you to continue use of Viivo Client and pay for any additional fee required for such use; or (4) if none of the foregoing alternatives are commercially practical, PKWARE shall reimburse you the Fees paid to PKWARE for the Subscription Term.

16.   Export Restrictions. The export and re-export of data via Viivo Client may be controlled by the United States Export Administration Regulations. Viivo Client may not be used in Cuba; Iran; North Korea; Sudan; or Syria or any country that is subject to an embargo by the United States and you must ensure that you do not use Viivo Client in violation of any export restriction or embargo by the United States. In addition, you must ensure that Viivo Client is not

provided to persons on the Table of Denial Orders, the Entity List, or the List of Specially Designated Nationals.

17.   Privacy/Collection of Data.   You acknowledge and agree that PKWARE may collect technical and statistical data and metadata, in addition to the information provided by you upon registration, in order to analyze your use of Viivo Client and the Services.   You shall be solely responsible for maintaining the confidentiality of your user ID and password.

18.   US Government Restricted Rights.   Viivo Client is provided with RESTRICTED AND LIMITED RIGHTS. In the event Viivo Client is purchased via GSA, its use, duplication, or disclosure is subject to restrictions as set forth in Contract No. GS-35F-0618R, FAR 52.227-14,

19.   Miscellaneous.

     (i)   Governing Law and Forum. This Agreement shall be construed as having been made in, and shall be governed in accordance with, the laws of the United States of America.

     (ii)   Assignment. This Agreement is binding on and inures to the benefit of the parties hereto and their respective successors and assigns.   Notwithstanding the foregoing, neither party shall assign, sublicense, subcontract or other transfer this Agreement or any of its rights or obligations under this Agreement or delegate any of its duties under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld.

     (iii)   Integration with Third Party Applications.   Viivo Client and the Services may contain features designed to interoperate with non-Viivo applications.   To use such features, you may be required to obtain access to such non-Viivo applications from their providers. If PKWARE or the provider of any such non-Viivo applications ceases to make the non-Viivo applications, or any portion thereof, available for interoperation with Viivo Client and the Services, PKWARE may cease providing features of such non-Viivo applications without entitling you to any refund or credit.

     (iv)   Severability. Any unenforceable Agreement provisions will be modified to reflect the parties' intention and only to the extent necessary to make them enforceable, and remaining provisions of the Agreement will remain in full effect.

     (v)   Modification and Waiver. No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of the party against whom enforcement is sought.   No waiver of any breach of this Agreement and no course of dealing between the parties shall be construed as a waiver of any subsequent breach of this Agreement.

     (vi)   Notice. Notices must be sent via first class, airmail, or overnight courier and are deemed given when received. Notices to you may also be sent to the applicable account email address, and are deemed given when sent. Notices to PKWARE must be sent to PKWARE, Inc., 201 E. Pittsburgh Ave, Suite 400 Milwaukee, WI 53204, with a copy to the Legal Department.

     (vii)   Force Majeure. Neither party shall be responsible for failure to fulfill any obligations due to causes beyond its control including, but not limited to, strikes, riots, wars, fire, acts of God, and acts in compliance with any applicable law, regulation, or order (whether valid or invalid) of any governmental body, except that such causes shall not extend the due date for, or excuse the timely payment of, any amounts payable by a party hereunder. The foregoing is subject to FAR 52.212-4(f).

     (viii)   Entire Agreement. Together with the underlying GSA Schedule Contract, the Schedule Price List and any applicable GSA Customer Purchase Orders, this Agreement constitutes the exclusive and entire agreement between the parties with respect to the subject matter hereof. This Agreement, shall not take precedence over the terms of the underlying GSA Schedule Contract or any specific, negotiated terms on the GSA Customer's Purchase Order

SUPPORT

1.   Definitions.

"**Business Hours**" means the hours from 8:00 a.m. through 6:00 p.m., Monday through Friday (excluding Licensor's holidays) in the United States Eastern Time Zone.

"**Error Condition**" means any demonstrable, reproducible defect, error, or other non-conformance of Viivo Client to its published functional specifications.

"**Modification**" means a partial or complete replacement of Viivo Client which provides function or correction that is delivered outside the standard announced new version" and new release delivery methods.

"**Pre-Release Change**" means any enhancement, the development or testing of which is not yet completed, such that it is not yet generally released to PKWARE's customers.

"**Nonqualified Product**" means any product not listed as compatible with Viivo Client in PKWARE's promotional materials.

2.   Support.   During the Subscription Term and provided you are current on Fees, PKWARE shall use commercially reasonable efforts to provide support for Error Condition and non-Error Condition-related questions regarding Viivo Client by email, telephone, or support forum during Business Hours.   Regardless of the nature of the Error Condition, PKWARE may provide a resolution in the form of a Pre-Release Change, a Modification, or such other information, instructions or patches as are sufficient to eliminate or reduce the Error Condition.

PKWARE will not be responsible for delays or inability to provide support caused by events or circumstances beyond its reasonable control.

3.   Exceptions.   The following matters are not covered by PKWARE's support obligations hereunder: (a) problems resulting from misuse or improper use of Viivo Client; (b) problems resulting from any unauthorized modification made to Viivo Client, but only to the extent of such modification; and (c) problems resulting from any Nonqualified Product or from failure of equipment.   You shall be solely responsible for the compatibility and functioning of Nonqualified Products with Viivo Client.

4.   Your Responsibilities.   In connection with PKWARE's provision of support hereunder, you acknowledge that you shall do each of the following with respect to Viivo Client: (a) maintain the designated computer system or device and associated peripheral equipment in good working order in accordance with the manufacturers' specifications; (b) perform any tests or procedures recommended by PKWARE for the purpose of identifying and/or resolving any problems submitted by you for support under the terms of this Agreement; (c) maintain a procedure external to the Software for reconstruction of lost or altered files, data, or programs to the extent deemed necessary by you; and (d) provide all information in American English in a form discernible by PKWARE.

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