



INITIATE SYSTEMS, INC.

END USER LICENSE AGREEMENT

1. **Ordering of Products and Maintenance and Support.** Initiate's provision of the Products and Maintenance and Support as identified on Exhibit A (the "Order") attached hereto, and all other obligations of Initiate under the terms of this Agreement are subject to the terms and conditions of this Agreement. Reseller or Prime Contractor is obligated to incorporate this Agreement by reference through a modification to the prime contract between Reseller or Prime Contractor and the contracting officer with authority to bind the End User.

2. **Ownership, Title, Proprietary Notices.**

2.1 **Products.** End User and Initiate agree that Initiate and its licensors own all proprietary rights, including patent, copyright, trade secret, trademark and other proprietary rights, in and to the Products and any derivative works, corrections, bug fixes, maintenance releases, enhancements, updates, upgrades or other modifications, including custom modifications, to the Products, whether made by Initiate or any third party, and Initiate may utilize all suggestions, feedback or the like that End User provides to Initiate or otherwise makes with respect to the Products without any obligation to End User.

2.2 **Maintenance and Support.** End User and Initiate agree that Initiate and its licensors also own all proprietary rights, including patent, copyright, trade secret, trademark and other proprietary rights, in and to the Maintenance and Support and Work Product. However, End User may create modules that are separate from, but work in conjunction with the Software (any such modules made by End User and not by Initiate are hereinafter referred to as "End User Standalone Modules"). End User will own End User Standalone Modules and the related intellectual property except Initiate shall continue to own the Products, Maintenance and Support and Work Product and related intellectual property all of which may be used in conjunction with End User Standalone Modules to the extent such use is in accordance with this Agreement and the applicable Orders including, without limitation, the license grants and restrictions applicable thereto. Notwithstanding anything contained herein to the contrary, any Work Product covered by Section 2.1 above (e.g., maintenance releases and custom modifications to the Products) shall be governed by Section 2.1 and not this Section 2.2.

2.3 **General.** No rights, title or interests in the intellectual property or other proprietary rights in or to the Products, Work Product or Maintenance and Support are conveyed to End User under this Agreement other than the limited licenses specifically granted in this Agreement or any applicable Order. All rights not expressly granted to End User under this Agreement are reserved to Initiate. End User agrees to reproduce the copyright, trademark and other proprietary notices contained on or in the Products or the Work Product as delivered to End User on all copies of such Products and Work Product and not to remove any such notices.

3. **License Grants.**

3.1 Subject to the terms, conditions and restrictions set forth in this Agreement or any applicable Order, Initiate shall, for the Software identified as licensed in such Order, related Documentation and/or Work Product (if any, created in connection with the performance of Maintenance and Support), grant to End User a non-exclusive, non-transferable and non-sublicensable license for the applicable License Term (the "License Grant") to:

- a. reproduce a single copy of the Software and Work Product in object code form only (except that the client component of any client/server Software may be copied and installed as necessary for End User's use), install the single copy of such Software and Work Product on the Designated Environment located only in the Permitted Country and use the single copy of the Software and Work Product solely for the internal data processing and computing needs of End User; provided, however, End User may reproduce a reasonable number of copies of the Software as are necessary in order to operate the Software on multiple servers to achieve performance scalability so long as all of the servers are operating against the same single database instance and are part of a Designated Environment located in the Permitted Country;
- b. use the Documentation in support of End User's authorized use of the Software; and
- c. reproduce one copy of the Software and Work Product only for each of archival, backup, development, testing and disaster recovery or failover purposes.

3.2 The License Grant is expressly conditioned on End User's compliance with each of the following restrictions:

- a. End User is not authorized to use the Products or Work Product to (i) operate a third party service bureau or entity that involves the processing of third party data for the benefit of a third party or (ii) deliver functionality provided by the Software directly or indirectly as part of a software as a service, on-demand software, application service provider or similar business offering.
- b. End User agrees not to: (i) reproduce, modify, publicly perform or publicly display the Software or Work Product except as expressly allowed herein; (ii) distribute, disassemble, decompile, translate, reverse engineer, create derivative works of (except as expressly allowed herein) or cause or allow discovery of source code in any way; (iii) rent, timeshare, sublicense or lease the Products or Work Product or their derivatives; (iv) use the Software to receive data from, or distribute data to, or otherwise use the Software in connection with information systems or databases that collectively number more than the maximum number of Designated Systems set forth in the applicable Order; or (v) exceed the maximum Record Volume set forth in the applicable Order in its use of the Software.

4. Maintenance and Support Terms and Conditions.

4.1 End User's selection of Maintenance and Support offerings, if any, shall be set forth in an applicable Order. Initiate offers Basic and Premium Maintenance and Support as described in the Support Guide. Initiate shall not be obligated to provide any additional maintenance and support requested by End User over and above those described in an Order and the Support Guide.

4.2 After the Initial Support Term (as defined in an applicable Order) and on each anniversary of any Renewal Support Term, Initiate may increase the Annual Support Fee for Maintenance and Support in an amount which shall not exceed five percent (5%) of the previous year Annual Support Fee paid by End User. Such limitation on the amount of any increase in the Annual Support Fee shall not be applicable with respect to any increase in the Annual Support Fee resulting from the license of additional Software by End User.

4.3 If any additional license fees are payable to Initiate pursuant to an applicable Order (e.g. an upgrade of the license to provide for additional Designated Systems) the Annual Support Fee shall be increased by the applicable percentage related to the plan selected by End User in the amount of such additional license fees effective upon the occurrence of the event giving rise to the payment of such additional license fees (provided that if such event occurs other than on the first day of a twelve (12) month support period the amount due for such support period on account of such increase shall be prorated based upon the remaining portion of such support period after the effective date of such increase).

4.4 Upon payment of the applicable Annual Support Fee to Reseller or Prime Contractor, End User shall also be entitled to receive for the Initial Support Term or any Renewal Support Term (each as defined in an applicable Order), as the case may be: (i) any new versions of the Software which Initiate distributes without additional license fees to its licensees of the Software to correct errors or, in the sole discretion of Initiate, other minor enhancements to the Software. ("Maintenance Releases"); and (ii) new releases with major modifications or enhancements which represent new versions of the Software that provide additional features or functionality not provided or performed by the Software originally licensed to End User and which Initiate distributes without additional license fees to its licensees who are current on Maintenance and Support payments ("New Releases"). Any professional services required, due to the nature of End User's environment or requests by End User for installation or training relating to such Maintenance Release, may result in additional fees.

4.5 Initiate does not provide Maintenance and Support for third party products or Custom Software.

4.6 End User is expected to remain up to date on all installed modules of Software. Maintenance and Support are provided solely for the current and one (1) immediately prior major release of Software. Initiate, in its sole discretion, may provide maintenance and support for prior releases as additional maintenance and support. Initiate shall notify End User of any new release availability.

4.7 If End User purchases Maintenance and Support, End User will designate Authorized Technical Support Contacts (ATSCs) who will serve as the official support communication channel between the End User and Initiate. End User is allowed up to 3 ATSCs for Basic and up to 5 ATSCs for Premium Maintenance and Support. Initiate will only accept Maintenance and Support requests from End User through such ATSCs.

4.8 Initiate shall not be obligated to provide any Maintenance and Support (including, but not limited to, fixing any Errors, as defined in the Support Guide) required as a result of: (i) End User's failure to use the Software in accordance with the Documentation; (ii) modification of the Software or a change in its environment that is not expressly authorized in writing by Initiate; (iii) End User's failure to use Maintenance Releases or corrections previously provided by Initiate; (iv) malfunction of third party equipment or software; or (v) any other cause within the control of End User.

4.9 End User acknowledges and agrees that in the event it is unable to provide Initiate, at End User's expense: (i) remote access capability such as telnet or dial up, modem, configuration and telephone lines; (ii) full and free access to the system(s) (security and sign-on instructions must be supplied for all options/applications), host equipment and all data used by the system(s) during the times requested by Initiate; provided that access to such data shall be used exclusively for technical support purposes and shall be subject to Initiate's obligations to protect proprietary information as set forth in this Agreement; and (iii) modem access utilizing a telecommunication connection software package to be specified by Initiate, Initiate will not be liable for any failure to meet any applicable Maintenance and Support obligation, including resolution of any problem, if remote access would have allowed Initiate to meet such Maintenance and Support obligation. Initiate, at its sole discretion, may allow End User to utilize a different remote access software package however, Initiate will charge additional fees as required to mitigate costs associated with acquiring, implementing, and utilizing other access products. End User shall cooperate fully with Initiate's request for information, personnel and time necessary to provide technical support for remote access. In the event that End User does not provide remote access, and desires to enable Initiate to provide support with respect to an Error, End User will endeavor to promptly replicate any such Error with sufficient detail to allow Initiate to respond. In the event that Initiate determines, in its reasonable discretion, that such replication is insufficient and access is necessary, then upon agreement of both parties, Initiate will provide such Maintenance and Support on site and in that event End User agrees to pay Reseller or Prime Contractor for the provision of such onsite Maintenance and Support and Initiate's reasonable related travel and other expenses.

4.10 Notwithstanding Sections 4.1 through 4.9 above and in the event that Reseller or Prime Contractor has agreed with Initiate to provide first-line Maintenance and Support, Initiate will provide to End User second-line Maintenance and Support, all as set forth in Exhibit B (First and Second-Line Maintenance and Support Description) subject to payment by End User to Reseller or Prime Contractor, as the case

may be, of the applicable Annual Support Fee. All Products and other items delivered by Initiate to Reseller or Prime Contractor in the course of providing second-line Maintenance and Support, including, but not limited to, Maintenance Releases, New Releases and End User Documentation, shall be deemed to be a part of the Software and/or Documentation as applicable, and shall be subject to and governed by the provisions of this Agreement.

5. Representations; Limited Warranties. Initiate represents and warrants that the Software will perform substantially in accordance with the applicable Documentation for a period of one (1) year from the date of delivery to End User (the "Warranty Period"). In the event the Software fails to perform substantially in accordance with the applicable Documentation during the Warranty Period, then Initiate will provide a correction or workaround for such failure(s). EXCEPT AS SET FORTH IN THIS SECTION, INITIATE DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES AS TO THE SUITABILITY OR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF ANY PRODUCTS, WORK PRODUCT, SERVICES, OR THIRD PARTY PRODUCTS FURNISHED HEREUNDER.

6. Limitation of Liability; Consequential Damages Waiver. EXCEPT FOR A BREACH OF ITS OBLIGATIONS SET FORTH IN SECTION 9 (CONFIDENTIALITY), THE MAXIMUM AGGREGATE LIABILITY OF INITIATE OR END USER (INCLUDING INITIATE'S LICENSORS AND SUPPLIERS) TO THE OTHER OR ANY THIRD PARTY FOR DAMAGES RELATED TO THIS AGREEMENT OR ANY PRODUCTS, WORK PRODUCT OR SERVICES, WHETHER FOR BREACH OF CONTRACT OR WARRANTY, STRICT LIABILITY, NEGLIGENCE OR OTHERWISE, SHALL NOT EXCEED THE FEES PAID OR PAYABLE TO INITIATE FOR THE PRODUCT, WORK PRODUCT OR SERVICE GIVING RISE TO SUCH LIABILITY; PROVIDED, HOWEVER, THAT END USER'S LIABILITY FOR ANY USE OF THE PRODUCTS, WORK PRODUCT OR MAINTENANCE AND SUPPORT BEYOND THE SCOPE OF THE LICENSES GRANTED HEREIN IS NOT LIMITED BY THIS SECTION. EXCEPT FOR A BREACH OF ITS OBLIGATIONS SET FORTH IN SECTION 9 (CONFIDENTIALITY), IN NO EVENT SHALL EITHER END USER OR INITIATE (INCLUDING INITIATE'S LICENSORS AND SUPPLIERS) BE LIABLE FOR ANY SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, DAMAGES OR COSTS INCURRED AS A RESULT OF LOSS OF TIME, LOSS OF DATA, LOSS OF PROFITS OR REVENUE, OR LOSS OF USE OF THE PRODUCT) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT PRODUCT LIABILITY, OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES IN ADVANCE.

7. Term and Termination.

7.1 This Agreement shall be effective as of the Effective Date and will continue in perpetuity unless earlier terminated pursuant to this Section.

7.2 Either party may terminate this Agreement and/or any Order if the other party materially breaches this Agreement and/or any Order and fails to cure such breach upon thirty (30) days prior written notice by the non-breaching party specifying the nature of the breach and the actions required to cure the breach; provided, however, if such breach does not involve the payment of any amounts to Initiate and is of a nature that can be cured but not within the thirty (30) day cure period and the breaching party has commenced significant efforts to cure such breach within the thirty (30) day cure period, this Agreement shall not terminate so long as the breaching party continues to diligently pursue the completion of such cure. The right to terminate this Agreement under this Section is in addition to all available remedies at law or in equity.

7.3 Initiate's obligation to provide Maintenance and Support shall terminate upon the earlier of: (i) termination of this Agreement, or (ii) the termination of the Initial Support Term (as defined in an applicable Order).

7.4 Upon the expiration or termination of this Agreement for any reason, all licenses granted hereunder and all other rights granted to End User under this Agreement shall immediately terminate and the Products, Initiate Confidential Information, Documentation and all Work Product in End User's possession or control together with all related materials, copies or derivative versions thereof in any form shall be returned to Initiate, or upon Initiate's written request, destroyed by End User. End User agrees to certify in writing to Initiate that End User has returned or destroyed all such Products, Initiate Confidential Information, and Work Product together with all related materials, copies and derivative versions in any form. All defined terms and the rights and obligations contained in 2 (Ownership, Title, Proprietary Notices), 5 (Representations; Limited Warranties), 6 (Limitation of Liability; Consequential Damages Waiver), 7 (Term and Termination), 8 (Infringement Indemnification), 9 (Confidentiality), 10 (End User's Acknowledgment), 11 (Audit), 13 (General) and 14 (Definitions) shall survive any expiration or termination of this Agreement or any Order.

8. Infringement Indemnification. Initiate agrees to defend, indemnify and hold End User harmless from and against all damages, costs, liabilities, expenses and settlement amounts incurred in connection with any suit, claim or action by any third party alleging that the Software (excluding any third party software) furnished and used within the scope of this Agreement infringe a U.S. copyright or any U.S. patent issued as of the Effective Date provided that: (a) End User notifies Initiate in writing within 30 days of its receipt of notice of any claim; (b) Initiate has sole control of the defense and all related settlement negotiations; and (c) End User provides Initiate with reasonable assistance, information and authority necessary to perform its obligations under this Section. The foregoing indemnity obligation shall not extend to any claims of infringement arising out of or related to: (i) modification of the Software by anyone other than Initiate without Initiate's prior written consent; (ii) a combination of the Software with any third party software or equipment where such combination is the cause of such infringement; or (iii) the use of a version of the Software other than the then-current version if infringement would have been avoided with the use of the then-current version. In the event the Software is held or believed by Initiate to infringe, Initiate may, at its sole option and expense, elect to: (i) modify the Software so that they are non-infringing; (ii) replace the Software with non-infringing products which are functionally equivalent or superior in performance; (iii) obtain a license for End User to continue to use the Software as provided hereunder; or (iv) terminate the license for the infringing Software

and refund the license fees paid for such Software, prorated over a five (5) year term from the Effective Date. The rights granted to End User under this Section shall be End User's sole and exclusive remedy for any infringement by the Software.

9. Confidentiality.

9.1 "Confidential Information" means information designated as confidential or proprietary or that should be considered as confidential from its nature or from the circumstances surrounding its disclosure. End User acknowledges that the Products, all Work Product and Maintenance and Support and any derivatives thereof, and any comparative or benchmark tests constitute "Confidential Information" of Initiate. Initiate acknowledges that End User's records of customers or objects are "Confidential Information" of End User. The terms and conditions of this Agreement shall be considered "Confidential Information."

9.2 With respect to any Confidential Information either party receives ("Receiving Party") from the other party ("Disclosing Party"), the Receiving Party shall: (i) keep such information confidential; (ii) use the same degree of care for the Disclosing Party's Confidential Information that it uses for its own Confidential Information, but in no event with less than reasonable care; (iii) not use the Confidential Information other than in connection with the performance of this Agreement; and (iv) not divulge the Confidential Information to Receiving Party's personnel, unless such personnel have a need to know and have undertaken a written obligation to keep the Confidential Information secret consistent with the terms of this Agreement. Receiving Party agrees to use all reasonable steps to ensure that the Disclosing Party's Confidential Information is not disclosed by Receiving Party's employees or agents in violation of this Section.

9.3 Confidential Information shall not include information that: (i) is or becomes generally known or available to the public at large other than as a result of a breach by the Receiving Party of any obligation to the Disclosing Party; (ii) was known to the Receiving Party free of any obligation of confidence prior to disclosure by the Disclosing Party; (iii) is disclosed to the Receiving Party on a non-confidential basis by a third party who did not owe an obligation of confidence to the Disclosing Party; or (iv) is developed by the Receiving Party independently of and without reference to any part of the Confidential Information. Confidential Information shall not be deemed to be in the public domain or generally known or available to the public merely because any part of said information is embodied in general disclosures or because individual features, components or combinations thereof are now or become known to the public. If the Freedom of Information Act, 5 U.S.C. 552 et seq. ("FOIA"), applies to the End User, End User acknowledges that Confidential Information is entitled to be exempt from disclosure under FOIA. End User will promptly notify Initiate of any requests for the disclosure of any Confidential Information, including requests under FOIA, and will assert to the Government, orally and in writing, that Confidential Information is exempt from disclosure under FOIA.

9.4 Confidential Information may be disclosed in response to a valid order by a court or other governmental body of the United States or any political subdivision thereof, as otherwise required by law, or as necessary to establish the rights of either party under this Agreement, provided that the party making such disclosure must provide written notice to the other party prior to such disclosure in order to provide the other party with a reasonable opportunity to obtain a protective order or otherwise protect the confidentiality of such information.

10. **End User's Acknowledgment.** End User acknowledges that the Software use statistical and other processes to determine the likelihood that records may pertain to the same party. It is agreed that no process for linking records is perfect and, given the imperfect nature of statistical analysis, inaccurate input data and other uncertainties, End User acknowledges that the results of the analysis performed by the Software may contain errors and other problems such as false positives (i.e., records identified as possibly pertaining to the same party which actually relate to different parties) and false negatives (i.e., separate records that are not identified as pertaining to the same party but actually do relate to the same party). Initiate does not warrant or guarantee any specific linkage results (including the absence of false negatives or false positives) or that a specific linkage weight shall have equivalent relative importance across the comparison of different files. End User acknowledges and agrees that it is responsible for independently verifying the accuracy and completeness of all linkage results and all decisions based on the linkage results produced by the Software shall be the sole responsibility of End User.

11. **Audit.** End User will provide Initiate's designated audit or inspection team access, from time to time (and once within six (6) months after the effective date of expiration or termination of this Agreement) and upon reasonable notice to End User, to relevant End User records, installed Software and facilities to determine whether End User is in compliance with the provisions of this Agreement; provided, however, such audit or inspection shall be exercised so as not to interfere materially and adversely with End User's business.

12. **Publicity.** Initiate shall have the right to include End User's name in a public list of current customers who use Initiate Products, provided that (i) End User's name is not highlighted and does not stand out in comparison to the names of Initiate's other customers, and (ii) Initiate does not and will not make any representation with respect to End User and does not and will not attribute any endorsements to End User without End User's prior written consent. Within sixty (60) days of the Effective Date of this Agreement, Initiate shall have the right to issue a press release announcing End User as a new Initiate customer. End User will have full review and editing authority of the language in such press release prior to distribution.

13. General.

13.1 Initiate Software is U.S. origin software and is subject to U.S. export control laws. Software incorporating or derived from Initiate Software also may be subject to those laws. End User agrees that it will not export, reexport, transfer, retransfer, or otherwise divert Initiate Software or software incorporating or derived from Initiate Software, except in compliance with U.S. export control laws and the export control laws of any other relevant jurisdiction.

13.2 The Products under this Agreement are commercial computer software as that term is defined in 48 C.F.R. 252-227-7014(a)(1). If acquired by or on behalf of a civilian agency, the U.S. Government acquires this commercial computer software and/or commercial computer software documentation and other technical data subject to the terms of this Agreement as specified in 48 C.F.R. 12.212 (Computer Software) and 12.211 (Technical Data) of the Federal Acquisition Regulations ("FAR") and its successors. If acquired by or on behalf of any agency within the Department of Defense ("DOD"), the U.S. Government acquires this commercial computer software and/or commercial computer software documentation subject to the terms of this Agreement as specified in 48 C.F.R. 227.7202-3 of the DOD FAR Supplement ("DFARS") and its successors. This U.S. Government Rights clause is in lieu of, and supersedes, any other FAR, DFARS, or other clause or provision that addresses Government rights in computer software or technical data under this Agreement.

13.3 End User agrees that it shall obtain, at its own cost, all third-party equipment and software licenses necessary or appropriate to use the Software or Work Product as permitted by this Agreement. Initiate shall have no obligation to obtain or provide any third-party equipment or software on behalf of End User.

13.4 In the event of any dispute arising out of or related to this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs.

13.5 This Agreement will be governed by and construed in accordance with the laws of the State of Illinois, without regard to its conflict of laws provisions. With respect to any legal disputes between End User and Initiate arising out of or related to this Agreement, End User and Initiate irrevocably consent to the exclusive personal jurisdiction of the federal courts located in the Northern District Eastern Division of the State of Illinois and the state courts situated in Chicago, Illinois.

13.6 All notices permitted or required under this Agreement shall be in writing and shall be delivered as follows with notice deemed given as indicated (i) by personal delivery when delivered personally, (ii) by commercially established courier service upon delivery or, if the courier attempted delivery on a normal business day and delivery was not accepted, upon attempted delivery, (iii) by telecopy or facsimile transmission when confirmed by telecopy or facsimile transmission, or (iv) by certified or registered mail, return receipt requested, ten (10) days after deposit in the mail. Addresses used herein shall be the ones set forth in the initial paragraph in this Agreement or such other address as the party hereto shall notify the other of in writing.

13.7 Neither party shall by mere lapse of time without giving notice or taking other action hereunder be deemed to have waived any breach by the other party of any of the provisions of this Agreement. Further, the waiver by either party of a particular breach of this Agreement by the other party shall not be construed as, or constitute, a continuing waiver of such breach, or of other breaches of the same or other provisions of this Agreement.

13.8 If any provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, the validity of the remaining portions or provisions hereof shall not be affected thereby.

13.9 Except for the payment of money, neither party shall be liable for any failure or delay in performance under this Agreement which might be due to strikes, shortages, riots, insurrection, fires, flood, storm, explosion, acts of God, war, government action, inability to obtain delivery of parts, supplies or labor, labor conditions, earthquakes, acts of terrorism, or any other cause which is beyond the reasonable control of such party.

13.10 Initiate may engage subcontractors to deliver any portion of or all of the Maintenance and Support; provided that Initiate shall remain liable for such subcontractors' acts and omissions related to such Maintenance and Support.

13.11 This Agreement may not be assigned or transferred without the prior written consent of Initiate. Initiate may assign this Agreement to any person who succeeds to substantially all of Initiate's assets and business related to the Software by merger or purchase, provided that the assignee assumes this Agreement by an instrument in writing.

13.12 This Agreement, together with any attached exhibits and any Orders that become effective hereunder, is the complete agreement between the parties with respect to the subject matter hereof and supersedes any and all prior agreements and understandings. This Agreement may be amended only in a writing that refers to this Agreement and is signed by both parties.

13.13 Initiate shall grant the End User the right, solely on behalf of the End User and solely in accordance with the terms and conditions set forth herein, to enter into a subcontractor services agreement or other outsourcing services agreement, with Prime Contractor or Reseller or any other third party contractor; provided, however, that End User must agree to enter into a written agreement with all such third party contractors to maintain Initiate's Confidential Information in confidence consistent with the terms and conditions

of this Agreement. End User agrees to strictly enforce the provisions of such non-disclosure agreement and all other provisions of this Agreement, as applicable to any and all such third party contractors. End User guarantees that t such third party contractors will perform in accordance with the terms and conditions of this Agreement as applicable to their role as a contractor of End User and agrees that any actions or inactions by such third party contractors that if performed by End User would be a breach of this Agreement will be deemed to be a breach of this Agreement by End User.

14. Definitions.

- 14.1 "Agreement" means this End User License Agreement.
- 14.2 "Annual Support Fee" means the annual fee due to Reseller or Prime Contractor for any Maintenance and Support for Software, as specified in the Order.
- 14.3 "Consuming System" means any third party system, database, application or solution that directly or indirectly maintains, consumes or utilizes data processed and/or managed by the Software (e.g., the searching, updating, linking or indexing functions of the Software).
- 14.4 "Designated Environment" means the combination of hardware, operating system(s) and database(s) set forth in the Order.
- 14.5 "Designated Systems" means each Consuming System or Directly Contributing System owned or controlled by End User set forth in the Order.
- 14.6 "Directly Contributing System" means any third party system, database, application or solution that directly contributes data for processing and/or management by the specific Product (e.g., the searching, updating, linking or indexing functions of the Software) regardless of whether that data is received through middleware or other messaging software.
- 14.7 "Documentation" means the documentation, user guides and installation instructions related to the licensed Software and provided by Initiate to End User to End User.
- 14.8 "End User" shall mean the applicable U.S. Government agency.
- 14.9 "Initiate" means Initiate Systems, Inc.
- 14.10 "License Term" means the specified term selected in the Order for the Products.
- 14.11 "Maintenance and Support" means the first-line or second-line maintenance and support provided by Initiate to End User as specified in this Agreement and the Order.
- 14.12 "Non-Directly Contributing System" means each third party software system owned or controlled by End User which indirectly contributes data with local identifiers for processing and management by the Software (e.g., the searching, updating or indexing functions of the specific Product) through a Directly Contributing System.
- 14.13 "Permitted Country" means the United States where the Software is located.
- 14.14 "Prime Contractor" means _____.
- 14.15 "Products" means the Software and Documentation identified in the Order.
- 14.16 "Record Volume" means the number of records specified in the Order.
- 14.17 "Reseller" means Carahsoft Technology Corp.
- 14.18 "Software" means the object code form of computer software owned or distributed by Initiate and identified by product or component name and licensed to End User, subject to the payment of the applicable license fees by Reseller, under the Order, regardless of whether located on a server or client computer, as specified in such Order.
- 14.19 "Support Guide" means Initiate's then-current support guide which describes in detail current Maintenance and Support processes utilized to support the Software.
- 14.20 "Work Product" means any inventions, discoveries, software (including custom software) or other works of authorship, and other proprietary materials or work product developed by or for Initiate in the course of Initiate's performance of Maintenance and Support.

Exhibit A

Order to End User License Agreement

1. Software and/or Maintenance and Support:

Part Number	Part Description	Price
[Insert applicable line items here]		
Maximum Volume of Records:		
License Term:		
Maintenance and Support Term:		12 months with automatic 12 month renewal term

2. Permitted Country: _____ USA _____

3. Designated Systems: _____

3. Contacts: _____

INITIATE SALES CONTACT:

DELIVERY CONTACT for End User

Name:
Address 1:
Address 2:
Phone:
Email:

4. Designated Environment: The Designated Environment shall consist of the following combination of computer hardware, operating system(s), and database(s):

Application Server(s):
Operating System:
Database:

6. License Term: The license term for the Software set forth in Section 1 above commences on delivery of the Software and ends _____ months thereafter.

7. Maintenance and Support Term: The initial Maintenance and Support Term shall be the period commencing on the delivery of the Software and ending 12 months thereafter ("Initial Support Term") and may not be terminated prior to its expiration except to the extent the Agreement is terminated prior thereto. Maintenance and Support shall automatically renew for an additional twelve (12) month period (each a "Renewal Support Term") (and the applicable Annual Support Fee for such Maintenance and Support shall be due and payable as set forth in this Order) unless otherwise stated in Section 1 above or End User or Reseller provides thirty (30) day written notice of termination to Initiate; provided, however, that Initiate will not be obligated to a refund of any Annual Support Fee that has been paid or is payable to Initiate. In any event, Initiate shall be entitled to terminate any Renewal Support Term by delivery of sixty (60) days written notice of termination to Reseller or End User.

8. Software and Maintenance and Support Fees: Fees shall be determined and paid to Reseller or Prime Contractor in accordance with the terms of the Prime Contract.

9. Software Delivery: Software will be delivered electronically (i.e. FTP or download website).

Exhibit B

(First and Second-line Maintenance and Support Description)

1. First-line Support Services. Reseller or Prime Contractor (each, a "Partner") is responsible for providing First-line Maintenance and Support to End User as described below. First-line Maintenance and Support by Partner means:

1.1. Help Desk support provided by Partner to End User for the purpose of providing advice and assistance to End User on the use of the Software. "Help Desk" means basic telephone and/or web-based information and instructions provided to End User by Partner's personnel who have an adequate knowledge of the Software. The telephone and/or web-based support will include:

- (i) the general use of the Software;
- (ii) optimization of the use of available functions;
- (iii) installation of the Software; and
- (iv) discussion of expected functionality in future Software Maintenance Releases and New Releases as communicated to Partner by Initiate.

1.2. Collecting End User's diagnostics as requested by Initiate to assist Initiate in providing Second-line Maintenance and Support.

1.3. Providing telephone and/or web-based assistance in researching and finding solutions to problems in the use of the Software, if these problems have been caused by an Error in the Software as installed at the End User's site.

1.4. Having resources available who are able and capable of giving instruction and training in the use of the Software to existing and new End Users.

1.5. Coordinating all Second-line Maintenance and Support requirements with Initiate and working directly with End User on all matters pertaining to First-line Maintenance and Support requirements.

1.6. Providing End User with Maintenance Releases and New Releases.

1.7. Partner will designate two (2) members of its technical staff as Partner's sole representatives for technical support contact with Initiate regarding Initiate's technical support obligations ("Technical Contacts"). The Technical Contacts shall also be the contacts for First-line Maintenance and Support requests by End User.

1.8. First-line Maintenance and Support involves direct interaction by Partner with the End User, including responses to technical questions (of the nature and type which should be answerable by a technical support person who is familiar with the Software).

1.9. If Partner requests that Initiate engage directly with Partner's End User on a specific support issue, Initiate may, in its discretion, provide such additional Maintenance and Support, which Initiate shall invoice to Partner at Initiate's then-current rates for Maintenance and Support under the terms of a separate Order between the parties.

2. Second-line Support Services. Second-line Maintenance and Support will be provided by Initiate to Partner and means:

2.1. Bug Fixes. In the event Partner has provided all First-line Maintenance and Support as required and a non-conformity is indicated, Initiate will be responsible for: (i) isolation of such nonconformity of the Software if such non-conformity causes the Software, when executed as standalone Software on the specific Designated System on which the Software is designed to execute, to fail to substantially conform to the Documentation (individually, an "Error"); (ii) determination of the problem; and (iii) coordination of Error correction efforts and other forms of technical assistance. Maintenance and Support shall be available in accordance with Initiate's then-current Support Guide. Initiate shall use commercially reasonable efforts to correct any reproducible programming Error which is attributable to the Software in the form in which it was originally delivered and installed in the Designated Environment, however Initiate is not responsible for Errors which are caused by implementation of third party software or hardware outside of the Designated Environment that has not been approved in writing by Initiate or in compliance with Initiate's published guidelines. Such corrections may consist of workarounds, revised code or avoidance procedures. Any time spent to locate, reproduce, diagnose, or correct Errors or otherwise spent in connection with Errors that are determined not to be attributable to Initiate shall constitute additional support services which may be billed by Initiate in Initiate's discretion at Initiate's rates then in effect for professional services under the terms of a separate Order between the parties. Second-line Maintenance and Support does not involve direct interaction by Initiate with End User and does not include on-site support unless deemed necessary by Initiate. If Partner requests on-site support to resolve a problem covered by Second-line Maintenance and Support, and if Initiate decides it was not necessary to provide such Second-line Maintenance and Support on site, Initiate shall have the right to treat any such on-site support as additional support services which Initiate may charge to Partner at Initiate's discretion at Initiate's rates then in effect for professional services under the terms of a separate Order between the parties. In either case, reasonable travel and related expenses are reimbursable to Initiate by Partner.

2.2 Maintenance Releases and New Releases. Partner shall also be entitled to receive, without charge, for distribution during the applicable twelve (12) month period to the End User for which Partner has purchased Maintenance and Support, all Maintenance Releases and New Releases distributed generally to licensees without the payment of additional license fees.

2.3 Technical Support. Initiate will provide web-based technical support consisting of advice and assistance to Partner's First-line Maintenance and Support team (including researching problems reported by Partner) with respect to the Software functionality, debugging and troubleshooting in accordance with the then-current Initiate's Support Guide. Second-line Maintenance and Support will be provided in the English language only. Partner's Technical Contacts must speak, write and understand English. If Premium Maintenance and Support is chosen, a toll-free number will be provided to be used in emergency situations.

2.4 Exclusions. Second line Maintenance Support does not include: (i) services required to remedy problems arising from changes or defects in software or hardware that interfaces with the Software; or (ii) services which are required to remedy problems caused by improper treatment or use of the Software. Initiate shall not be obligated to provide any Maintenance and Support (including, but not limited to, fixing any Errors) required as a result of: (a) failure to use the Software in accordance with the End User Documentation; (b) modification of the Software or a change in its environment that is not expressly authorized in writing by Initiate; (c) failure to use Maintenance Releases or corrections previously provide by Initiate to Partner; (d) malfunction of third party equipment or software; or (e) any other cause within the control of Partner and/or End User.