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230 Third Avenue, 2nd Floor
Waltham, MA 02451
781-314-8001
781-314-8009 (fax)

TO: Marie Tonson

FAX: 703.871.8505

From: Jason Freeman

Date:

Re:

Pages: 5

CC:

Urgent

For Review

Please Comment

Please Reply

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July 10, 2008

Attn: Ms. Carrie Cooper
Department of Information Resources
300 W. 15th Street, Suite 1300
Austin, TX 78701

Rcf: Augmenting Software Products and Related Services – RFO DIR-SDD-TMP-126

Dear Ms. Cooper:

The purpose of this letter is to confirm that the reseller identified below is a reseller of the products, maintenance, training, and installation services available from mValent. The reseller is authorized to submit an offer, in response to the referenced solicitation. Carahsoft Technology Corporation is authorized to sell the entire mValent product line.

Authorized Reseller: Carahsoft Technology Corporation
12369 Sunrise Valley Dr.
Suite D2
Reston, VA 20191
Phone - (703) 871-8500
Fax - (703)871-8505
FEIN – 52-2189693

Should you have any questions regarding this matter, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Jason Freeman", written over a horizontal line.

Jason Freeman
jfreeman@mvalent.com



MASTER SOFTWARE LICENSE AGREEMENT

This Master Software License Agreement relates to the attached Sales Quotation between your organization ("Licensee") and mValent, Inc., a Delaware corporation ("mValent"), and, together with the attached Sales Quotation, constitutes a legal and binding agreement between Licensee and mValent (collectively the "Agreement"). By signing the attached Sales Quotation both mValent and Licensee hereby agree to the following terms and conditions:

1.0 DEFINITIONS. Certain defined terms used herein have the following meanings:

1.1. Documentation: The documentation for the Software Product supplied by mValent to assist users in the use of such Software Product.

1.2. Target Server: Each computer utilized by Licensee which is referenced by the mValent Integrity Server through the Software Product's technology, and which are classified in the Sales Quotation based on the number of Central Processing Units ("CPUs") which may be simultaneously supported by each such Target Server.

1.3. mValent Integrity Server: A computer on which Licensee maintains the Software Product as authorized hereunder.

1.4. mValent Integrity Development Server: A computer on which Licensee maintains the Software Product for use only for internal evaluation, testing or development activities as authorized hereunder.

1.5. mValent Integrity Redundant Server: A computer on which Licensee maintains the Software Product for use only as a redundant or backup version of an mValent Integrity Server as authorized hereunder.

1.6. Software Product: The executable code version of the mValent computer software product(s) set forth in the attached Sales Quotation.

2.0. LICENSE PROVISIONS.

2.1. Grant of License.

2.1.1. Software Product License. Upon and subject to the terms and conditions of this Agreement, the signed Sales Quotation, and payment of the required license fees, mValent hereby grants to Licensee throughout the Term a non-exclusive, non-transferable, non-assignable right and license to access, process and/or execute the Software Product on a single mValent Integrity Server and to utilize the Documentation in connection therewith, in each case solely for Licensee's end-user business purposes. The mValent Integrity Server computer and each Target Server computer, including their respective operating systems, must be of a type on which the Software Product and the associated mValent Integrity product is designed to be used, and must be controlled by Licensee. The Software Product is accompanied by software created by third party vendors the use of which is subject to the terms and conditions of separate license agreements which are located on the media at `license\mValentNotices.doc`.

2.1.2. Number and Nature of Target Servers. Changes to the number and/or nature of Target Servers may be requested from time to time by the Licensee by submitting an order form to mValent, and shall be effective upon mValent's acceptance of such order form, which is incorporated herein by reference and made a part of this Agreement.

2.1.3. Term. The license for the Software Product stated herein is effective until the License for such Software Product or this Agreement is terminated as set forth herein

(the "Term"). Upon the execution by Licensee of the related Sales Quotation, mValent shall deliver to Licensee one copy of the Software Product and Documentation.

2.2. Conditions of Use.

2.2.1. Licensee may not copy the Software Product, except for (a) such copies or portions thereof as may be generated as part of the normal operation of such Software Product and (b) archival copies of such Software Product as may be reasonably necessary to support Licensee's use thereof under this Agreement. Licensee may not copy or reproduce any of the Documentation except as Licensee reasonably determines to be necessary to support Licensee's use of the Software Product under this Agreement. Licensee agrees to reproduce and incorporate all intellectual property rights notices of mValent and its licensors in each such copy of the Software Product and Documentation, and all such copies shall be the property of mValent and subject to the terms and conditions of this Agreement.

2.2.2. At mValent's request, Licensee shall provide mValent a list of all copies and locations of the Software Product and Documentation. mValent may perform audits (not more than twice per calendar year) of Licensee's use of the Software Product and Documentation, and Licensee's compliance with the provisions hereof. Any such audit shall be made during Licensee's normal business hours upon at least ten (10) days prior written notice. Licensee agrees to cooperate with mValent in any such audit.

2.2.3. Licensee shall not modify, disassemble, reverse compile, or otherwise reverse engineer any Software Product. Licensee shall not translate or make derivative works of any Software Product or Documentation.

2.2.4. Upon and subject to the terms and conditions of this Agreement, the signed Sales Quotation, and payment of the required license fees, if any, mValent hereby also grants Licensee a limited non-exclusive, non-transferable, and non-assignable right and license to use the Software Product on an mValent Integrity Development Server and/or an mValent Integrity Redundant Server for the sole purposes defined above and for no other purposes.

3.0 FEES.

3.1. In consideration of the Licenses granted hereunder, Licensee agrees to pay mValent the license fees as set forth in the attached Sales Quotation (the "License Fees"). All License Fees are non-refundable except as expressly set forth herein. All international customers must pay by wire transfer to such USA bank account as mValent shall specify to Licensee in writing, or in such other reasonable form as mValent may require from time-to-time.

3.2. All amounts payable by Licensee to mValent hereunder shall be payable in full within thirty (30) days of Licensee's receipt of an invoice therefore from mValent. All payments hereunder shall be in US dollars. Any such amounts which remain unpaid after the due date shall be subject to a late charge from the due date until such amount is paid equal to the lesser of 1.5% per month or the highest amount permitted under applicable law. Licensee agrees to pay applicable media and shipping charges.

4.0 OWNERSHIP.

4.1. Licensee shall have no right, title or interest in or to the Software Product or Documentation, other than the limited right to use such Software Product and Documentation in accordance with and subject to the terms and conditions of this Agreement.

4.2. This Agreement does not convey to Licensee an interest in or to the Software Product, but only a limited right of use, which is revocable in accordance with the terms of this Agreement. The Software Product is NOT sold to Licensee, and all rights not expressly granted herein are reserved by mValent. No license or other right in or to the Software Product is granted to Licensee except for the rights specifically set forth in this Agreement.

4.3. Licensee agrees not to sell, sub-license, transfer, publish, disclose, display, copy (except as specifically permitted within the terms of this Agreement), or otherwise make available to any third party any Software Product or Documentation.

4.4. Licensee shall not remove, alter or obscure any intellectual property rights notice or marking on or within the Software Product or Documentation.

5.0 CONFIDENTIALITY.

5.1. For purposes of this Agreement, "Confidential Information" shall mean information pertaining to a party's business, technology, marketing/product strategy or product offerings. Confidential Information shall specifically include, without limitation: (i) the Software Product and any error data or other reports made by Licensee in connection with Licensee's use of the Software Product, including all test results; (ii) any and all other information which is disclosed by mValent to Licensee orally, electronically, visually, or in a document or other tangible form which is either identified as or should be reasonably understood to be confidential and/or proprietary; and, (iii) any notes, extracts, analysis, or materials prepared by Licensee which are copies or derivative works of mValent proprietary or confidential information from which the substance of Confidential Information can be inferred or otherwise understood. Confidential Information shall not include information that the receiving party can demonstrate (a) was in the receiving party's possession without confidentiality restriction prior to disclosure hereunder, (b) is or has become generally available to the public through no act or omission of the receiving party or (c) has been rightfully received by the receiving party from a third party without restriction on use or disclosure.

5.2. Each party agrees not to disclose Confidential Information of the other party, except that a party may disclose Confidential Information to those employees and contractors who have a need to know such Confidential Information in order to implement, maintain, and support the Software Product for Licensee's use under this Agreement provided, that such disclosure and use is made subject to the same restrictions as are set forth herein. Licensee agrees to keep confidential the terms and conditions of this Agreement, provided that the existence of this Agreement shall not be considered confidential.

5.3. Notwithstanding the foregoing, either party may disclose Confidential Information pursuant to statute, regulation, or order of a court of competent jurisdiction, provided that it provides the other party with prior reasonable notice and cooperates with said other party in taking appropriate protective measures.

6.0 LICENSEE'S RESPONSIBILITIES.

6.1. Licensee is responsible for (a) any interfacing between the Software Product and all other software and database(s) used by Licensee, and (b) installing, managing, and operating the Software Product.

6.2. Any United States (whether federal, state, or local) or foreign sales, use, VAT, or other taxes (excluding only any tax based on mValent's net income), assessments, or other governmental fees or charges arising from any payments made by Licensee to mValent hereunder or otherwise related to or arising out of this Agreement, are the responsibility of and shall be paid by Licensee or, if mValent is required to pay the same, shall be reimbursed by Licensee to mValent. If an international customer is required by local law(s) to withhold any tax on payments due mValent, then the amount of the payment to mValent will be automatically increased to totally offset such tax, so the amount actually remitted to mValent, net of all taxes, equals the amount otherwise due to mValent.

6.3. All maintenance, training, implementation, consulting, and other services provided by mValent to Licensee, including reasonable travel expenses, will be billed separately by mValent to Licensee at mValent's then-current standard rates for the services so provided.

6.4. Licensee has sole responsibility for the adequate protection and backup of Licensee's data and/or equipment used with the Software Product.

7.0 LIMITED WARRANTY.

7.1. mValent warrants that the Software Product will, during the period ending on the 30th day after the execution of this Agreement (the "Warranty Period"), perform in accordance with the Documentation in all material respects (the "Product Warranty"). If the Software Product does not materially conform to the Documentation during the Warranty Period, then Licensee shall provide mValent with specific details regarding such nonconformance and allow mValent a sixty (60) day cure period.

7.2. In the event mValent is unable to cure the defect or provide Licensee with a comparable replacement during the cure period, or such extended time period as the parties may agree upon, then Licensee's sole and exclusive remedy for any breach of the Product Warranty shall be to terminate the license for such Software Product by giving written notice thereof to mValent after the cure period. In such event, Licensee shall be entitled to a refund or credit, as the case may be, of any License Fee paid by Licensee for such Software Product.

7.3. EXCEPT FOR THE PRODUCT WARRANTY, MVALENT MAKES AND LICENSEE RECEIVES FROM MVALENT NO EXPRESS, STATUTORY, OR IMPLIED WARRANTIES OF ANY KIND WITH RESPECT TO ANY SOFTWARE PRODUCT, DOCUMENTATION, THIRD PARTY SOFTWARE OR OTHER SERVICES PROVIDED BY MVALENT. MVALENT SPECIFICALLY DISCLAIMS AND EXCLUDES ANY AND ALL IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. MVALENT MAKES NO REPRESENTATIONS OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, WITH REGARD TO ANY THIRD PARTY SOFTWARE OR DATABASE.

7.4. mValent shall have no obligation for any warranty breach caused, in whole or in part, from catastrophe, fault, misuse, or negligence of Licensee or any user. The Product Warranty shall not apply if any party other than mValent modifies the Software Product.

8.0 INDEMNIFICATION.

8.1. Licensee agrees to notify mValent promptly in writing of any threatened or pending judicial action brought against Licensee alleging that Licensee's use of any Software Product infringes a valid United States patent or copyright or constitutes misuse or misappropriation of any United States trade secret ("Infringement Claim").

8.2. If Licensee is otherwise in compliance with its obligations under this Agreement, mValent shall indemnify and defend such action at its own expense and will pay (a) the legal fees of counsel engaged by mValent to defend Licensee, (b) any costs and damages awarded against Licensee in such action, and (c) any amount agreed to be paid by mValent in settlement of such action after all appeals have been exhausted. mValent's foregoing obligations are subject to and conditioned upon mValent having the sole control of the defense of such action, all negotiations, and its settlement, and Licensee cooperating fully with mValent in such defense.

8.3. In the event that a final injunction is obtained against Licensee's use of a Software Product by reason of an Infringement Claim, mValent shall (or, at any time prior thereto, mValent at its option may), at its own expense, either (a) procure for Licensee the right to continue to use the infringing Software Product, or (b) replace or modify the infringing Software Product. Alternatively, mValent may terminate the License of the Infringing Software Product and refund to Licensee a pro rata portion, if any, of the License Fee paid by Licensee for the Infringing Software Product.

8.4. mValent shall have no obligation to Licensee with respect to any Infringement Claim to the extent that such Infringement Claim is based on (a) Licensee's use of any non-current version of the Software Product, to the extent that Licensee's liability for such Infringement Claim would have been avoided by the use of a more recent version of the Software Product which had been provided by mValent to Licensee, or (b) the combination, operation, or use of the Software Product with software or equipment which was not provided by mValent, to the extent that Licensee's liability for such Infringement Claim would have been avoided in the absence of such combination, operation, or use.

8.5. Except as otherwise specifically set forth in this ARTICLE 8.0, mValent shall have no liability to Licensee with respect to any alleged or actual infringement, misuse, misappropriation, or other violation of a third party's intellectual property rights related to any Software Product, or any part thereof or Licensee's use thereof.

8.6. The foregoing states mValent's entire liability and obligations and Licensee's sole and exclusive remedy for any patent, copyright, or other intellectual property infringement claims.

9.0 LIMITATION OF LIABILITY.

9.1. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, NEITHER PARTY'S RIGHTS, REMEDIES OR LIABILITY SHALL BE LIMITED HEREUNDER IN ANY MANNER AS TO ANY BREACH OF THIS AGREEMENT WITH RESPECT TO ANY INTELLECTUAL PROPERTY, PROPRIETARY RIGHTS OR CONFIDENTIAL INFORMATION OF THE OTHER PARTY OR AS TO ANY MISAPPROPRIATION, INTENTIONAL OR OTHERWISE, THEREOF.

9.2. EXCEPT AS SPECIFICALLY PROVIDED IN THE PRECEDING PARAGRAPH, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE LOSSES OR DAMAGES (INCLUDING LOSSES OR DAMAGES FOR ANY LOST REVENUES, PROFITS, COVER, OR DATA), EVEN IF SUCH PARTY HAS BEEN MADE AWARE OF

THE POSSIBILITY OF ANY SUCH LOSSES OR DAMAGES.

9.3. THE REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS AGREEMENT DO NOT COVER DEFECTS RESULTING FROM INADEQUATE MAINTENANCE BY LICENSEE; UNAUTHORIZED MODIFICATION; OR IMPROPER USE OR OPERATION OUTSIDE OF SPECIFICATIONS OR SUPPORTED CONFIGURATIONS FOR THE SOFTWARE PRODUCT. MVALENT DOES NOT WARRANT THAT THE OPERATION OF THE SOFTWARE PRODUCT WILL BE UNINTERRUPTED OR ERROR-FREE.

9.4. MVALENT'S MAXIMUM LIABILITY FOR DIRECT DAMAGES, IF ANY, SHALL NOT EXCEED THE AMOUNT PAID BY LICENSEE TO MVALENT FOR THE SPECIFIC SOFTWARE PRODUCT THAT CAUSED THE DAMAGE, WHETHER BASED ON CONTRACT (INCLUDING BUT NOT LIMITED TO BREACH OF WARRANTY), TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE) OR ANY OTHER LEGAL OR EQUITABLE GROUNDS.

10.0 TERMINATION.

10.1. Termination by mValent. mValent, at its option, may suspend or terminate, in part or whole, this Agreement upon the occurrence of any breach or default by Licensee of any of Licensee's obligations under this Agreement. If Licensee's breach or default is of a nature which may be cured by Licensee, then mValent may exercise its right to terminate this Agreement only if such breach or default continues uncured for a period of thirty (30) days following Licensee's receipt of written notice of such breach or default.

10.2. Termination by Licensee. Licensee may terminate this Agreement for any reason at any time upon thirty (30) days written notice. Upon any such termination, Licensee shall not be entitled to a refund of any portion of the License Fee or any other payment made pursuant to this Agreement.

10.3. In the event of any termination of the Agreement, Licensee shall, within fifteen (15) days thereof, purge all copies of such Software Product and Documentation from all computers and storage media on which Licensee has maintained them, and destroy all copies of such Software Product and Documentation, and promptly certify in writing to mValent that the same have been purged and destroyed.

10.4. Termination of this Agreement shall not relieve either party of any payment or other obligation under this Agreement which was to have been performed by such party prior to the termination. All provisions of this Agreement, which by their nature are intended to survive the termination of this Agreement, shall survive such termination.

11.0 ENTIRE AGREEMENT.

11.1. This Agreement constitutes the entire agreement between mValent and Licensee with respect to the subject matter hereof and supersedes any and all prior agreements and understandings, whether written or oral, between them regarding such matters. This Agreement may not be amended, in whole or in part, except by an instrument in writing signed by both mValent and Licensee.

12.0 ASSIGNMENT AND CHANGE OF CONTROL.

12.1. Licensee shall not be entitled to assign, sublicense, delegate, or otherwise transfer any of Licensee's rights or obligations under this Agreement without mValent's prior written consent, except to: (i) any entity acquiring fifty-one percent or more of Licensee's voting or ownership interests; (ii) a successor following a merger, consolidation, reorganization or sale of substantially all of Licensee's

business; or (iii) any entity owning or owned by Licensee that agrees to be bound by the provisions of this Agreement, provided any such 'assignee' is not a competitor of mValent.

13.0 GOVERNING LAW.

13.1. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to its conflict of law provisions and, as to matters affecting copyrights, trademarks and patents, by applicable United States federal law.

13.2. The Commonwealth of Massachusetts shall be the proper place of venue for all suits to enforce this Agreement, and any legal proceedings to enforce the provisions of this Agreement shall be brought in the state courts of the Commonwealth of Massachusetts, or in the applicable United States District Court for the Commonwealth of Massachusetts, except that mValent may seek injunctive relief in any venue of its choosing. Licensee hereby submits to personal jurisdiction in such courts.

13.3. The original of this Agreement has been written in English. The parties hereto waive any statute, law, or regulation that might provide an alternative law or forum or to have this Agreement written in any language other than English. If, however, local law(s) requires Licensee to prepare and execute another language version of this Agreement or any instrument thereof, an English language counterpart shall also be prepared and executed. Each such version shall be in accord in all respects with this Agreement. In the event, however, that there is a conflict of meaning between the versions, the English language version of this Agreement shall, at all times, control. The parties hereby exclude the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act from this Agreement and any transaction between them that may be implemented in connection with this Agreement.

14.0 EXPORT CONTROLS AND DUTIES.

14.1. Licensee shall comply with all United States and foreign export and import laws, rules, and regulations related to Licensee's implementation, license, and/or use of any Software Product or Documentation outside the United States. Licensee shall be responsible for and shall pay (or reimburse mValent for) all United States and foreign export and import duties, fees, and other governmental charges, however designated, associated with Licensee's implementation, license, or use of any Software Product, or Documentation outside the United States. By accepting the Software Product, you are agreeing to the foregoing and you are representing and warranting that you are not located in, under control, or a national or resident of any such country. Licensee will indemnify, defend, and hold mValent, its subsidiaries, affiliates, divisions, harmless from and against any claims, liabilities, demands and costs, including penalties and fines, resulting from Licensee's failure to comply with these requirements.

15.0 GENERAL PROVISIONS.

15.1. U.S. Government End Users. The Software Product is a "commercial item," as that term is defined in 48 C.F.R. §2.101, consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. §12.212. Consistent with 48 C.F.R. §12.212 and 48 C.F.R. §227.7202-1 through 227.7202-4, all U.S. Government end users acquire the Software Product with only those rights set forth herein.

15.2. Equitable Relief. It is agreed that because of the proprietary nature of the Software Product, mValent's

remedies at law for a breach by the Licensee of its obligations under this Agreement may be inadequate and that mValent may, in the event of such breach, be entitled to, in addition to any other remedy available to it, equitable relief, including injunctive relief, without the posting of any bond and in addition to all other remedies provided under this Agreement or available at law.

15.3. Waiver. No waiver by either party of any breach or default by the other party of any of its obligations under this Agreement shall be deemed to be a waiver of any other breach or default of the same or any other nature.

15.4. Publicity. mValent may list Licensee as a customer on its customer list and other marketing materials. Licensee also agrees to act as a reference for mValent and to provide testimonials as to the specific benefits and value provided by mValent and the Software Product. mValent may issue press releases and promotional literature regarding the nature of this Agreement and may use Licensee's logo and name in mValent's promotional materials and on mValent's World Wide Web site solely for purposes of publicizing this Agreement.

15.5. Headings. The headings in this Agreement are inserted for convenience only and do not constitute a part of this Agreement and shall not modify or limit any of the terms thereof.

15.6. Notices. All notices, including notices of address change, required to be sent hereunder shall be in writing and shall be deemed to have been given when mailed by first class mail to Licensee's address listed below or to the mValent address listed below, or in either case, to such other address as either party may specify from time to time by a written notice given pursuant to this Section 15.6.

Notice Information

If to mValent:
mValent, Inc.
Attn: Director of Administration
8 New England Executive Park
Burlington, MA 01803
Phone: (781) 272-5650

If to Licensee:

