Optensity, Inc.
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McLean, VA 22101
www.optensity.com

Carahsoft Rider to Manufacturer End User License Agreements
(for U.S. Government End Users)

1. **Scope.** This Carahsoft Rider and the Manufacturer End User License Agreement (EULA) establish the terms and conditions enabling Carahsoft to provide Software and Services to U.S. Government agencies (the "Client" or "Licensee").

2. **Applicability.** The terms and conditions in the attached Manufacturer EULA are hereby incorporated by reference to the extent that they are consistent with Federal Law (e.g., the Anti-Deficiency Act (31 U.S.C. § 1341(a)(1)(B)), the Contracts Disputes Act of 1978 (41. U.S.C. § 601-613), the Prompt Payment Act, the Anti-Assignment statutes (31 U.S.C. **§** 3727 and 41 § U.S.C. 15), 28 U.S.C. § 516 (Conduct of Litigation Reserved to Department of Justice (DOJ), and 28 U.S.C. § 1498 (Patent and copyright cases)). To the extent the terms and conditions in the Manufacturer's EULA are inconsistent with the Federal Law (*See* FAR 12.212(a)), they shall be deemed deleted and unenforceable under any resultant orders under Carahsoft' s contract #GS-35F-0119Y, including, but not limited to the following:

(a) **Contracting Parties.** The Government customer (Licensee) is the "Ordering Activity", "defined as an entity authorized to order under GSA contracts as set forth in GSA ORDER 4800.2G ADM, as may be revised from time to time. The Licensee cannot be an individual because any implication of individual licensing triggers the requirements for legal review by Federal Employee unions. Conversely, because of competition rules, the contractor must be defined as a single entity even if the contractor is part of a corporate group. The Government cannot contract with the group, or in the alternative with a set of contracting parties.

(b) **Changes to Work and Delays.** Subject to GSAR Clause 552.243-72, Modifications (Federal Supply Schedule) (July 200 0) (Deviation I 2010) (AUG 1987), and 52.212 -4 (f) Excusable delays. (JUN 2010) regarding which the GSAR and the FAR provisions shall take precedence.

(c) **Contract Formation.** Subject to FAR Sections 1.601(a) and 43.102, the Government Order must be signed by a duly warranted contracting officer, in writing. The same requirement applies to contract modifications affecting the rights of the parties. All terms and conditions intended to bind the Government must be included within the contract signed by the Government.

(d) **Audit.** During the term of this Agreement: (a) If Ordering Activity's security requirements included in the Order are met, Manufacturer or its designated agent may audit Ordering Activity's facilities and records to verify Ordering Activity's compliance with this Agreement. Any such audit will take place only during Ordering Activity's normal business hours contingent upon prior written notice and adherence to any security measures the Ordering Activity deems appropriate, including any requirements for personnel to be cleared prior to accessing sensitive facilities. Carahsoft on behalf of the Manufacturer will give Ordering

Activity written notice of any non-compliance, including the number of underreported Units of Software or Services ("Notice"); or (b) If Ordering Activity's security requirements are not met and upon Manufacturer's request, Ordering Activity will run a self-assessment with tools provided by and at the direction of Manufacturer ("Self-Assessment") to verify Ordering Activity's compliance with this Agreement.

(e) **Termination.** Clauses in the Manufacturer EULA referencing termination or cancellation the Manufacturer's EULA are hereby deemed to be deleted. Termination shall be governed by the FAR 52.212-4 and the Contract Disputes Act, 41 U.S.C. §§ 601-613, subject to the following exceptions:

> Carahsoft may request cancellation or termination of the License Agreement on behalf of the Manufacturer if such remedy is granted to it after conclusion of the Contracts Disputes Act dispute resolutions process referenced in Section Q below or if such remedy is otherwise ordered by a United States Federal Court.

(f) **Consent to Government Law / Consent to Jurisdiction.** Subject to the Contracts Disputes Act of 1978 (41. U.S.C §§ 7101-7109) and Federal Tort Claims Act (28 U.S.C. §1346(b)). The validity, interpretation and enforcement of this Rider will be governed by and construed in accordance with the laws of the United States. In the event the Uniform Computer Information Transactions Act (UCITA) or any similar federal laws or regulations are enacted, to the extent allowed by law, it will not apply to this Agreement, and the governing law will remain as if such law or regulation had not been enacted. All clauses in the Manufacturer EULA referencing equitable remedies are deemed not applicable to the Government order and are therefore deemed to be deleted.

(g) **Force Majeure.** Subject to FAR 52.212 -4 (f) Excusable delays. (JUN 2010). Unilateral Termination by the Contractor does not apply to a Government order and all clauses in the Manufacturer EULA referencing unilateral termination rights of the Manufacturer are hereby deemed to be deleted.

(h) **Assignment. All** clauses regarding Assignment are subject to FAR Clause 52.232-23, Assignment of Claims (JAN 1986) and FAR 42.12 Novation and Change-of-Name Agreements, and all clauses governing Assignment in the Manufacturer EULA are hereby deemed to be deleted.

(i) **Waiver of Jury Trial.** All clauses referencing waiver of Jury Trial are subject to FAR Clause 52.233-1, Disputes (JUL. 2002), and all clauses governing waiver of jury trial in the Manufacturer EULA are hereby deemed to be deleted.

(j) **Customer Indemnities.** All Manufacturer EULA clauses referencing Customer Indemnities are hereby deemed to be deleted.

(k) **Contractor Indemnities.** All Manufacturer EULA clauses that (1) violate DOJ's right (28 U.S.C. 516) to represent the Government in any case and/or (2) require that the Government give sole control over the litigation and/or settlement, are hereby deemed to be deleted.

(l) Renewals. All Manufacturer EULA clauses that violate the Anti-Deficiency Act (31 U.S.C. 1341, 41 U.S.C. 11) ban on automatic renewal are hereby deemed to be deleted.

(m) Future Fees or Penalties. All Manufacturer EULA clauses that violate the Anti-Deficiency Act (31 U.S.C. 1341, 41 U.S.C. 11), which prohibits the Government from paying any fees or penalties beyond the Contract amount, unless specifically authorized by existing statutes, such as the Prompt Payment Act, or Equal Access To Justice Act 31 U.S.C. 3901, 5 U.S.C. 504 are hereby deemed to be deleted.

(n) Taxes. Taxes are subject to FAR 52.212-4(k), which provides that the contract price includes all federal, state, local taxes and duties.

(o) Third Party Terms. Subject to the actual language agreed to in the Order by the Contracting Officer. Any third party manufacturer will be brought into the negotiation, or the components acquired separately under Federally-compatible agreements, if any. Contractor indemnities do not constitute effective migration.

(p) Installation and Use of the Software. Installation and use of the software shall be in accordance with the Rider and Manufacturer EULA, unless an Ordering Activity determines that it requires different terms of use and Manufacturer agrees in writing to such terms in a valid task order placed pursuant to the Government contract.

(q) Dispute Resolution and Venue.   Any disputes relating to the Manufacturer EULA and to this Rider shall be resolved in accordance with the FAR, and the Contract Disputes Act, 41 U.S.C. §§ 7101-7109. The Ordering Activity expressly acknowledges that Carahsoft, on behalf of the Manufacturer, shall have standing to bring such claim under the Contract Disputes Act.

(r) Limitation of Liability: Subject to the following:

> Carahsoft, Manufacturer and Ordering Activity shall not be liable for any indirect, incidental, special, or consequential damages, or any loss of profits, revenue, data, or data use. Further, Carahsoft, Manufacturer and Ordering Activity shall not be liable for punitive damages except to the extent this limitation is prohibited by applicable law. This clause shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Government Contract under any federal fraud statute, including the False Claims Act, 31 U.S.C. §§ 3729-3733.

(s) Advertisements and Endorsements. Unless specifically authorized by an Ordering Activity in writing, such use of the name or logo of any U.S. Government entity is prohibited.

(t) Public Access to Information. Manufacturer agrees that the EULA and this Rider contain no confidential or proprietary information and acknowledges the EULA and this Rider will be available to the public.

(u)   Confidentiality. Any provisions that require the Licensee to keep certain information confidential are subject to the Freedom of Information Act, 5 U.S.C. §552, and any order by a United States Federal Court.

OPTENSITY SOFTWARE LICENSE TERMS AND CONDITIONS

OPTENSITY APPSYMPHONY VERSION 1.0

On September 12, 2012   OPTENSITY INC. ("OPTENSITY" OR "LICENSOR") IS WILLING TO LICENSE THE SOFTWARE NAMED ABOVE ("LICENSED SOFTWARE") to   __Maryland Procurement Office __(LICENSEE) THAT WILL UTILIZE THE LICENSED SOFTWARE for the term of 1 Year from the above date. PLEASE READ THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT ("LICENSE AGREEMENT") CAREFULLY. BY LOADING THE LICENSED SOFTWARE OR OTHERWISE USING THE LICENSED SOFTWARE, YOU AGREE TO THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT.

IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, DO NOT USE OR MAKE FURTHER USE OF THE LICENSED SOFTWARE.

IF YOU COMPLY WITH THESE LICENSE TERMS AND CONDITIONS, YOU HAVE THE RIGHTS BELOW FOR EACH INSTANCE YOU LICENSE.

1. **OVERVIEW**
    A. **Licensed Software.** The Licensed Software shall mean Licensor's AppSymphony Version 1.0. The Licensed Software includes:
        - Application Execution Engine
        - Searchable Application Repository

    B. **License Model.** The Licensed Software is licensed based on the number of physical processing cores that "operate" the Licensed Software.

    C. **Licensing Terminology.**
        - Physical Processing Core. Processor vendors combine multiple central processing units ("cores") on a single chip. A physical processing core is one "core."
        - Operating on a Physical Processing Core. A physical processing core is "operating" the software if the Applications Execution Engine or Searchable Application Repository is utilizing the core.

2. **USE RIGHTS**
    B. **Licensing an Instance.** Before running an "Instance" of the software, you must determine the number of physical processing cores needed to execute the "Instance" itself.
    C. **Determining the Number of Licenses Required.** You need a software license certificate for each "Instance" of the software. Each software license certificate must specify the maximum number of physical processing cores that the "Instance" is "operating."
    D. **Running an Instance of the Software.** An "Instance" of the software may be run on any number of multiple servers or virtual machines, up to the maximum number of physical processing cores specified in the software license certificate.
    E. **Creating and Storing Instances on Your Servers or Storage Media.** You may store the Licensed Software on any of your servers or storage media.

3. **ADDITIONAL LICENSING REQUIREMENTS AND /OR USE RIGHTS**
    A. **Maximum physical cores.** The Licensed Software or your hardware may limit the number of physical processing cores that can be "operated."

    The Maximum number of physical cores is for this License: unlimited.

4. **TRANSFER TO A THIRD PARTY.** The software license holder may transfer the Licensed Software and this License Agreement directly to a third party only upon written consent from Optensity. The third party must agree

that this License Agreement applies to the transfer and use of the software before such transfer. The transfer must include the Licensed Software, the License Agreement and software license certificates. Upon such transfer, the software license holder shall not retain any instances of the Licensed Software unless they retain another license for the Licensed Software.

5. **TERM.** The term of the software license granted under this License Agreement shall be 1 year. (subject to Section 20).

6. **SCOPE OF LICENSE.** The Licensed Software is the property of Optensity or its successors and assigns and is protected by copyright law. Licensee may not, without Licensor's prior written consent, use the Licensed Software in any manner other than in accordance with the licensing terms and conditions indicated in this Agreement. This License Agreement only gives you some rights to use the Licensed Software. Optensity retains all ownership of, and right, title and interest in and to, the Licensed Software, including in all copies, improvements, enhancements, modifications and derivative works of the Licensed Software. You may use the Licensed Software only as expressly permitted in this License Agreement. You may not

- Reverse engineer, disassemble, or decompile the Licensed Software;
- Copy, adapt, alter, translate, modify, rent, lease, sublease, sublicense, distribute, sell, loan, or otherwise transfer the Licensed Software except as expressly provided in this License Agreement;
- Create derivative works from the Licensed Software;
- Publish the software, including any interfaces included in the Licensed Software, for others to view or copy;
- Remove, minimize, or modify any logos, trademarks, copyrights, digital watermarks, or other notices that are included in the Licensed Software;
- Integrate, merge or bundle the Licensed Software with any software, hardware, or materials other than the Licensee's product;
- Directly or indirectly encumber the Licensed Software, or otherwise exercise any rights in or to the Licensed Software;
- Use a later version of the Licensed Software other than the version that accompanies this License Agreement unless You have separately acquired the right to use such later version through another License Agreement or support agreement;
- Use the Licensed Software to manage more physical processing cores than are specified in the software license certificate.

Use of software on a device does not give you any right to implement Optensity's patents or other intellectual property in software or devices that access that device.

Restrictions on Distribution. Licensee shall not market, license, sublicense, distribute or provide any services in connection with the Licensed Software on a stand-alone basis or in any format or through any other methods or channels of distribution. Licensee shall not market, license, sublicense, distribute or provide any services in connection with the Licensed Software. Notwithstanding anything to the contrary in this License Agreement, nothing shall be construed to limit Optensity's use, marketing, licensing, sublicensing or distribution of the Licensed Product. All modification and changes to the Licensed Software made during the course of the Agreement shall be the property of Optensity.

7.   **UPGRADES.** An upgrade to an existing license does not increase the number of licenses which you are authorized to use. If you upgrade a software license, you agree to cease using the original license.

8. **MAINTENANCE/SUPPORT.** Optensity has no obligation under this License Agreement to provide maintenance/support for the Licensed Software.

9.   **U.S. GOVERNMENT RESTRICTED RIGHTS.** The Licensed Software is commercial computer software as defined in FAR 12.212 and subject to restricted rights as defined in FAR Section 52.227-19 "Commercial Computer Licensed Software - Restricted Rights" and DFARS 227.7202, "Rights in Commercial Computer Licensed Software or Commercial Computer Licensed Software Documentation," as applicable, and any successor regulations. Any use, modification, reproduction release, performance, display or disclosure of the Licensed Software by the U.S. Government shall be solely in accordance with the terms of this License Agreement.

10. **EXPORT REGULATION.** The Licensed Software is subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the software. You agree

to comply with all relevant laws and you agree not to export the software in contravention to U.S. law nor to any prohibited country, entity, or person for which an export license or other governmental approval is required.

11. **FEES**.
   A. **Fees.** Licensee shall pay all fees ("Fees") to Licensor in accordance with the payment schedule and payment terms set forth in an Order Quote or other agreement between the parties. If at any time during the License Term, Licensee desires to modify and/or increase its licensed scope of use of the Software beyond that specified in the Order Quote, Licensee may not use the Software in connection with such modification until Licensor has consented in writing to such modification and Licensee has paid additional Fees to Licensor as mutually agreed by the parties.

   B. **Payment Terms.** All Fees are non-refundable except as otherwise provided by the Agreement. All payments must be made in U.S. Dollars. Any portion of the Fees that is not paid when due will accrue interest at 18% per annum or the maximum rate permitted by applicable law, if less, from 15 days after the due date until paid. Licensee will be responsible for the cost of any collection activity, including reasonable attorneys' fees.

   C. **Taxes.** The Fees exclude all applicable sales, use, and other taxes and all applicable export and import fees, customs duties and similar charges, and Licensee will be responsible for payment of all such taxes (other than taxes based on Licensor's net income), fees, duties, and charges, and any related penalties and interest, arising from the payment of the Fees or the delivery or license of the Software to Licensee. Licensee will defend, indemnify, and hold harmless Licensor from all claims and liability arising from Licensee's failure to report or pay any such taxes, fees, duties or charges.

12. **LIMITED WARRANTY.** If you follow the instructions included in the software documentation, the Licensed Software will perform substantially as described in the software documentation for a period of ninety (90) days from delivery. If the Licensed Software does not comply with this warranty and such non-compliance is reported by you to Optensity within the ninety (90) day warranty period, Optensity will do one of the following, selected at Optensity's reasonable discretion: either (i) repair the software, or (ii) terminate this agreement and refund the relevant license fees paid for such non-compliant software. This warranty specifically excludes defects resulting from accident, abuse, unauthorized repair, modifications or enhancements, or misapplication. Optensity shall not be required to respond to a warranty claim hereunder to the extent that Licensee has not timely paid amounts due and owing under this Agreement. **THE FOREGOING IS YOUR SOLE AND EXCLUSIVE REMEDY AND LICENSOR'S ENTIRE LIABILITY FOR OPTENSITY'S BREACH OF THIS WARRANTY.**

13. **WARRANTY DISCLAIMERS.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE WARRANTIES SET FORTH IN SECTION 13 ARE YOUR EXCLUSIVE WARRANTIES AND ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. OPTENSITY MAKES NO WARRANTIES OR REPRESENTATIONS THAT THE LICENSED SOFTWARE, CONTENT UPDATES OR UPGRADES WILL MEET YOUR REQUIREMENTS OR THAT OPERATION OR USE OF THE LICENSED SOFTWARE, CONTENT UPDATES, AND UPGRADES WILL BE UNINTERRUPTED OR ERROR-FREE. YOU MAY HAVE OTHER WARRANTY RIGHTS, WHICH MAY VARY FROM STATE TO STATE AND COUNTRY TO COUNTRY.

14. **LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE, IN NO EVENT WILL OPTENSITYOPTENSITY OR ITS LICENSORS, RESELLERS, SUPPLIERS OR AGENTS BE LIABLE TO YOU FOR (i) ANY COSTS OF PROCUREMENT OF SUBSTITUTE OR REPLACEMENT GOODS AND SERVICES, LOSS OF PROFITS, LOSS OF USE, LOSS OF OR CORRUPTION TO DATA, BUSINESS INTERRUPTION, LOSS OF PRODUCTION, LOSS OF REVENUES, LOSS OF CONTRACTS, LOSS OF GOODWILL, OR ANTICIPATED SAVINGS OR WASTED MANAGEMENT AND STAFF TIME; OR (ii) ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES WHETHER ARISING DIRECTLY OR INDIRECTLY OUT OF THIS LICENSE AGREEMENT, EVEN IF OPTENSITY OR ITS LICENSORS, RESELLERS, SUPPLIERS OR AGENTS HAS BEEN ADVISED SUCH DAMAGES MIGHT OCCUR. IN NO CASE SHALL OPTENSITY'S LIABILITY EXCEED THE FEES YOU PAID FOR THE LICENSED SOFTWARE GIVING RISE TO THE CLAIM. NOTHING IN THIS AGREEMENT SHALL OPERATE SO AS TO EXCLUDE OR LIMIT OPTENSITY'S LIABILITY TO YOU FOR DEATH OR PERSONAL INJURY ARISING OUT OF NEGLIGENCE OR FOR ANY OTHER LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED BY LAW. THE DISCLAIMERS

AND LIMITATIONS SET FORTH ABOVE WILL APPLY REGARDLESS OF WHETHER OR NOT YOU ACCEPT THE LICENSED SOFTWARE, CONTENT UPDATES OR UPGRADES.

15. **INDEMNITY.**

    A. **Indemnification.** Licensee shall, at its own expense, indemnify, defend and hold Optensity, its affiliates and its and their or respective employees, representatives and agents harmless from and against any and all claims, costs, damages, liabilities, fees and expenses (including reasonable attorneys' fees) arising from any third-party claim, action, suit or proceeding to the extent such claim, action, suit or proceeding arises out of or relates to any (a) act or omission of Licensee, its affiliates, or their respective employees or agents in connection with this Agreement; (b) breach of this Agreement by Licensee, its affiliates, or their respective employees or agents; or (c) any misrepresentation or any express or implied representation or warranty made by Licensee with regard to the Licensed Software that are contrary to, or are not contained in, the Licensed Software or that are not otherwise specifically authorized by Optensity in writing.

    B. **Procedures.** The obligation of the Licensee to indemnify Optensity hereunder is predicated upon Optensity: (a) providing the Licensee written notice of any such claim; (b) allowing the Licensee to control the defense and any settlement of any such claim, provided that Optensity may, at its own expense, participate in such defense and settlement negotiations with counsel of its own choosing; and (c) reasonably cooperating with the Licensee, at the Licensee's request and expense, in the defense and settlement of such claim.

16. **THIRD PARTY PROGRAMS.** This Licensed Software may contain third party software programs ("Third Party Programs") that are available under open source or free software licenses. This License Agreement does not alter any rights or obligations you may have under those open source or free software licenses. Notwithstanding anything to the contrary contained in such licenses, the disclaimer of warranties and the limitation of liability provisions in this License Agreement shall apply to such Third Party Programs.

17. **ASSIGNMENT.** You may not assign the rights granted hereunder or this License Agreement, in whole or in part and whether by operation of contract, law or otherwise, without Optensity's prior express written consent.

18. **COMPLIANCE WITH APPLICABLE LAW.** You are solely responsible for your compliance with, and you agree to comply with, all applicable laws, rules, and regulations in connection with your use of the Licensed Software.

19. **GOVERNING LAW.** This License Agreement will be governed by the laws of the State of Virginia, United States of America.

20. **SEVERABILITY.** If any provision of this License Agreement is found to be unenforceable or partly or wholly illegal, such provision shall be enforced to the maximum extent permissible, and remaining provisions of this License Agreement shall remain in full force and effect.

21. **WAIVER.** A waiver of any breach or default under this License Agreement shall not constitute a waiver of any other subsequent breach or default.

22. **TERMINATION.** This License Agreement shall terminate upon your breach of any term contained herein. Upon expiration or termination of this Agreement for any reason (a) any amounts owed to Licensor under this Agreement prior to such expiration or termination will be immediately due and payable, and the amounts due for any remaining portion of a term shall be accelerated and become immediately due and payable; (b) all licensed rights granted in this Agreement will immediately terminate and revert to Licensor; and (c) Licensee shall promptly discontinue use of the Licensed Software, erase all copies of the software from the computers of Licensee, return to Licensor or, at Licensor's request, destroy all copies of the Licensed Software in the possession or control of Licensee and certify in writing to Licensor that it has fully complied with these requirements.

23. **SURVIVAL.** The following provisions of this agreement survive termination of this License Agreement: Scope of License and any other restrictions on use of intellectual property, Maintenance/Support, Warranty Disclaimers, Limitation of Liability, U.S. Government Restricted Rights, Export Regulation, Survival, Assignment, Compliance with Applicable Law, Governing Law, Severability, Waiver, and Third Party Programs.

24. **CONFIDENTIALITY.**

A. **Licensor Information; Right to Disclose.** Except as otherwise expressly provided in this Section 24**,** Licensee shall protect and keep confidential all business and confidential information relating to Optensity and the Licensed Software ("Licensor Information"). Licensee shall use the Licensor Information only for the purposes contemplated by this Agreement. Licensee may disclose Licensor Information only (a) as necessary for its use of the Licensed Software in accordance with this Agreement to Licensee's employees or third party contractors who have agreed in writing to maintain such information in confidence, or (b) if required to do so by subpoena, court order or legal process, provided that Licensor is provided sufficient notice to request a protective order.

B. **Exceptions.** Section 24 shall not apply to information of Optensity that (a) is or becomes generally available to the public other than through a wrongful act of the receiving party, (b) is or becomes available to the Licensee on a non-confidential basis from a source that is entitled to disclose it to the Licensee, or (c) is independently developed by the Licensee, its employees or third party contractors without access to or use of the disclosing party's confidential information.

25. **REMEDIES.** Licensee acknowledges that the Software contains valuable Intellectual Property of Licensor, that any actual or threatened breach of **Section 2 (License and Restrictions), 6 (Scope of License)** or **24 (Confidentiality)** constitutes immediate, irreparable harm to Licensor for which monetary damages would be an inadequate remedy. Therefore, in the event of any breach or threatened breach of such Sections, Licensor shall be entitled to seek equitable relief in addition to its other available legal remedies in a court of competent jurisdiction, without the necessity of posting bond or other security.

26. **ENTIRE AGREEMENT.** This License Agreement is the complete and exclusive agreement between the licensee and Optensity relating to the software and supersede any previous or contemporaneous oral or written communications, proposals, and representations with respect to its subject matter. This agreement prevails over any conflicting or additional terms of any purchase order, ordering document, acknowledgement or confirmation or other document issued by you, even if signed and returned.

Optensity

About Optensity

Optensity is changing the way commercial companies and government agencies build, deploy, and use analytics for intelligence, cyber, spacecraft, and ISR domains. Our AppSymphony™ software helps these customers leverage existing applications as well as collaborate and create new ones in cloud environments. By leveraging the power of AppSymphony™, users can build new analytic Apps in minutes or hours instead of days or weeks. Using AppSymphony™, Optensity's clients can build analytic Apps that are already satisfying today's needs while their competitors are waiting for traditional software development cycles to finish. The AppSymphony™ platform allows analysts and data scientists to exploit the power of Big Data in scalable cloud infrastructures, including Hadoop, without requiring them to be experts in cloud software development.

Optensity envisions a world where analysts can rapidly capture their own information exploitation techniques, processes, and strategies as Apps that transparently execute across a scalable infrastructure.

Why Choose Optensity's AppSymphony™ platform?

Optensity designed the AppSymphony™ platform to enable our customers to build, deploy, and operate analytics that are agile enough to adapt to the continuously evolving threats. By helping our customers to migrate existing capabilities to a scalable cloud infrastructure as well as making it easy to build new capabilities, AppSymphony™ is enabling our customers to incorporate the best government, commercial, and open source technologies into their Apps and workflow in the cloud.

Optensity's principals have served as the creative force, principal investigators, and chief architects on multiple successful enterprise-scale intelligence systems for the US national security community. We have successfully engineered, deployed, and supported ISR capabilities to strategic and tactical intelligence consumers and producers throughout the US National Security community, These experiences ensure that Optensity's engineering staff fully understands the scope and complexity of delivering and sustaining mission ready capabilities.

Optensity Product Line

AppSymphony™

AppSymphony™ is a Platform as Service environment, which allows users to compose custom Apps in minutes from legacy software, new components and other Apps. AppSymphony™ provides an application development platform, which users can quickly and easily use to migrate, compose, and create executable Apps without writing new computer code.

- Apps will scale and run transparently across a variety of commodity compute platforms including: infrastructure as a service (IaaS), platform as a service (PaaS), Hadoop map-reduce, dedicated clusters, and users' desktops.
- Composed Apps provide alerts and results from Big Data only when results meet the readiness criteria specified.
- AppSymphony™ allows data scientists and analysts to collaborate while composing Apps that synchronize exploitation operations to real-world events across multiple ISR mission and data sources, allowing a threat signature tip detected in one data source to automatically cue tasking and exploitation on multiple other data source.
- AppSymphony™ integrates the data discovery, screening, filtering, and correlation capabilities of HDFS and map-reduce with other enterprise data repositories, information services, and enterprise tool suites.

Extensive investments have been made to capture and store data from high-capacity data collection in a form that can be efficiently accessed and exploited, using, for example, the open source Hadoop Distributed File System (HDFS) and map-reduce service. Unfortunately, much of this data is currently underutilized because the data processing techniques needed to effectively exploit it are not supported by existing analysis tools. AppSymphony™ provides a solution: by providing data scientists the means to quickly and easily build Apps to integrate the data discovery, screening, filtering, and correlation capabilities of HDFS and map-reduce with other enterprise data repositories, information services, and enterprise tool suites without writing computer code. In contrast to existing tools, AppSymphony™ provides true scalability by running transparently across a variety of execution environments including: infrastructure as a service (IaaS), platform as a service (PaaS), Hadoop map-reduce, dedicated clusters, and users' desktops. AppSymphony™ allows the linking of arbitrary sequences of these capabilities without writing a line of code or XML. By allowing users to construct new mapper and reducer classes from existing legacy tools without writing code, AppSymphony™ migrates existing applications to map-reduce platforms.

The AppSymphony execution engine can be delivered as a virtual machine image that is compatible with VMWare, XenServer, or Amazon's EC2. AppSymphony's execution engine can also be installed directly on a server running 64 bit Linux Fedora version 14 and higher or Red Hat Enterprise Linux version 5.3 and higher. AppSymphony's execution engine requires at least 2GB of RAM and 10 GB of local file storage.

Optensity Success Stories

AppSymphony™ won a competitive prototype to demonstrate the use of its Hadoop capability for Intelligence workflow.

AppSymphony™ has been used to build social media analytics apps from "tweets" as well as vehicle identification and tracking from full motion video feeds.

OPTENSITY SOFTWARE LICENSE TERMS AND CONDITIONS

OPTENSITY APPSYMPHONY VERSION 1.0

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      The Maximum number of physical cores is for this License: unlimited.

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