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**Carahsoft Rider to Application Security End User License Agreements
(for U.S. Government End Users)**

- 1. Scope.** This Carahsoft Rider and the comScore, Inc. ('Manufacturer') Services 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
 - (a) Error! Unknown document property name.**

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.

recipient by a third party who has no obligation of confidentiality; or (iv) is independently developed by the recipient without the use or benefit of the Confidential Information. Client agrees not to make any public statements that would involve the unauthorized disclosure of Confidential Information including, without limitation, those that would constitute disparagement of comScore's business practices. In addition, a party may disclose Confidential Information to the limited extent required by applicable law, regulation or court order, including without limitation, disclosures or filings with regulatory agencies, such as the United States Securities and Exchange Commission, or required to comply with the rules of a national securities exchange or automated quotations systems such as the National Association of Securities Dealer's Automated Quotations (NASDAQ). comScore may identify Client as its customer, however all other details of this Agreement will remain confidential unless otherwise agreed in writing by the parties.

6. Warranties.

a. Each party warrants that (i) it has the full power and authority to enter into this Agreement and to perform the obligations contained in this Agreement; and (ii) that its entry into, and performance under this Agreement, will not violate any law, statute or regulation or result in a breach of any material agreement or understanding to which it is bound.

b. comScore warrants that it will prepare the Deliverables using professional care and skill, and will endeavor to correct material defects reported by the Client. comScore further warrants that the Deliverables: (i) are the property of or licensed to comScore and are free from claims or encumbrances as to ownership and title; and (ii) will not infringe the intellectual property or privacy rights of any third party. IN ALL OTHER ASPECTS THE DELIVERABLES ARE PROVIDED TO CLIENT "AS IS" WITHOUT WARRANTIES OF ANY KIND, REGARDLESS OF WHETHER COMSCORE WAS ADVISED OF CLIENT'S INTENDED APPLICATION OF THE DELIVERABLES.

Special Damages. Except for both party's confidentiality obligations set forth in Section 5 above and both party's indemnification obligations set forth in Section 8 below, and except for Client's password obligations set forth in Section 4 above, UNDER NO OTHER CIRCUMSTANCE WILL EITHER PARTY, ITS AFFILIATES OR LICENSORS BE LIABLE FOR ANY OF THE FOLLOWING: (I) SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES; OR (II) LOST PROFITS, LOST REVENUES, LOSS OF BUSINESS ADVANTAGE OR RELATED HARMS, EVEN IF THE OTHER PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. CLIENT EXPRESSLY AGREES THAT THIS LIMITED REMEDY IS REASONABLE AND APPLICABLE TO IT EVEN IF THE DELIVERABLES FAIL IN THEIR ESSENTIAL PURPOSE TO CLIENT. Limitations of Liability are not applicable to the US Government as a customer to the extent they conflict with US Government rights under Federal law, the FAR, or the IT Solicitation.

7. Term & Termination. This Agreement will begin on the Effective Date and will end on the two year anniversary of the

Effective Date or upon the provision of all Deliverables or as provided in the Service Order(s), whichever occurs later. Upon a material breach, and after the breaching party has been given 30 days written notice and a reasonable opportunity to cure such breach, a party may terminate this Agreement for cause. In the event of such termination the non-breaching party will be responsible for fulfilling all obligations accrued by it up through the date of termination.

8. Force Majeure. Each party will be excused from performing obligations contained in this Agreement while such performance is prevented by an act of God, fire, flood, earthquake, transportation disruption, war, insurrection, labor dispute, or any other occurrence beyond the reasonable control of that party.

9. Survival. All terms and provisions under this Agreement that should by their nature survive the termination of this Agreement will so survive, including but not limited to the Sections 2, 3, 5, 6, 7, and 8 of this Agreement.

10. Independent Contractor. For the purposes of this Agreement, the parties will at all times be independent contractors with no right to bind or obligate the other in any manner whatsoever.

11. Assignment. Neither party may assign its rights or obligations under this Agreement without the prior written permission of the other. Notwithstanding the foregoing, no prior permission is required in the event that a party participates in a merger or consolidation or is the subject of a purchase of all, or substantially all, of its assets or capital stock, when such assignment provides each party with substantially the same services and commercial benefits as provided by the original parties under this Agreement, and is not made in whole or in part to a direct competitor of the non-assigning party. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and assigns. In the case of the US Government as a Customer, the Licensor's right of assignment will be governed by FAR 42.12

12. Notices. All notices will be made in writing and given by personal delivery, overnight courier, facsimile, email or other means of transmission or by certified or registered mail to the primary contacts listed below.

13. General.

a. If any provision of this Agreement is held to be invalid, illegal or unenforceable, the remaining provisions of the Agreement will remain in full force and effect.

b. This Agreement may be signed in multiple counterparts, each of which will be deemed an original, and all such counterparts will constitute the same agreement. This Agreement may be signed using facsimile transmission.

The section headings of this Agreement are for convenience only and will neither be considered a part of, nor affect the construction or interpretation of, any provision of this Agreement.

SERVICE ORDER

I. DELIVERABLES

MEDIA METRIX SYNDICATED PRODUCTS & SERVICES

Description	Access Period	Data Period	Data Coverage/ Geography	Delivery Frequency
MyMetrix Level: Base/Insight/Advantage				
Custom Entity	<p>A Custom Entity can include up to 1000 URLs in the first month, and a maximum of 500 URLs may be added in any subsequent month.</p> <p>Non-owned and operated sites included in the Custom Entity that reach 2% or more of the total Internet audience at any point during the duration of the Custom Entity require a Proof of Partnership agreement from the third party partner.</p>			
Weekly Flash				
Category Report				
LocalScore Report				
HispanicScore				
International Report				
Total Number of Passwords:		<p>See attached Schedule for authorized users.</p> <p>comScore reserves the right to suspend access to the syndicated products and services listed above in the event Client does not meet its payment obligations.</p>		

MOBILE SYNDICATED PRODUCTS & SERVICES

Description	Access Period	Data Period	Data Coverage/ Geography	Delivery Frequency
MobiLens				
MobileMetrix data				
AdMetrix Mobile				
PlanMetrix Mobile				
Training	1 Orientation Session			
Total Number of Users:		<p>See attached Schedule for authorized users.</p> <p>comScore reserves the right to suspend access to the Syndicated Deliverables listed above in the event Client does not meet its payment obligations.</p>		

ANALYTICAL PRODUCTS & SERVICES

- Name of Product
 - Description of Product

- Target sites
 - Metrics included
 - Data months
 - Timing of Delivery
2. Name of Product
- Description of Product
 - Target sites
 - Metrics included
 - Data months
 - Timing of Delivery
3. Name of Product
- Description of Product
 - Target sites
 - Metrics included
 - Data Months
 - Timing of Delivery

II. FEES & PAYMENT TERMS

Total Fees: _____

Payment Terms:

comScore will issue an invoice for the Total Fees upon execution of this Agreement; such invoiced amount shall be immediately due and payable.

III. TERM

The term of this Service Order shall start on **start date** and end on **end date – must factor in timing for delivery of final deliverable**. Any renewal of the above services must be made prior to the expiration of this Service Order.

IV. ADDITIONAL TERMS

No Transfer of License. Notwithstanding anything to the contrary in the Agreement, the license issued under this Service Order is limited to use by **SPECIFY BUSINESS GROUP HERE**, as it is constituted on the effective date of this Service Order, and is not transferable outside of this group without comScore's prior written consent.

Specific Use Guidelines for Syndicated Reports ("Reports"). Unless otherwise approved by comScore in writing, Client's public use of comScore data shall conform to the usage guidelines as set forth at www.comscore.com/press/datapolicy.asp.

Data Rights: The Deliverables and the data contained therein (including, without limitation, data derived from any comScore panel or beacons implemented to provide traffic information to comScore) shall remain the property of comScore, subject to the license set forth in this Agreement.

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