Carahsoft Rider to Manufacturer Commercial Supplier Agreements
(for U.S. Government End Users)
Revised 20160504

1. **Scope.** This Carahsoft Rider and the Manufacturer's Commercial Supplier Agreement (CSA) 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's CSA 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 CSA is inconsistent with the Federal Law (*See* FAR 12.212(a)), they shall be deemed deleted and unenforceable under any resultant orders under Carahsoft's Multiple Award Schedule 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 Government contracts as set forth in Government Order 4800.2H 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 General Services Administration Acquisition Regulation (GSAR) 552.238-81 Modifications (Federal Supply Schedule) (APR 2014) (Alternate I – APR 2014) and GSAR 552.212 -4 (f) Contract Terms and Conditions – Commercial Items, Excusable Delays (MAY 2015) (Alternate II – JUL 2009) (FAR Deviation – JUL 2015) (Tailored) regarding which of 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 CSA: (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 CSA. 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 CSA.

(e) Termination. Clauses in the Manufacturer's CSA referencing termination or cancellation of the Manufacturer's CSA are hereby deemed to be deleted. Termination shall be governed by the GSAR 552.212-4 and the Contract Disputes Act, 41 U.S.C. §§ 601-613, subject to the following exceptions:

> Carahsoft may request cancellation or termination of the CSA 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 and the CSA will be governed by and construed in accordance with the laws of the United States.   All clauses in the Manufacturer's CSA referencing equitable remedies are deemed not applicable to the Government order and are therefore deemed to be deleted.

(g) Force Majeure. Subject to GSAR 552.212 -4 (f) Contract Terms and Conditions – Commercial Items, Excusable Delays (MAY 2015) (Alternate II – JUL 2009) (FAR Deviation – JUL 2015) (Tailored).   Unilateral Termination by the Contractor does not apply to a Government order and all clauses in the Manufacturer's CSA referencing unilateral termination rights of the Manufacturer's CSA are hereby deemed to be deleted.

(h) Assignment. All clauses regarding Assignment are subject to FAR Clause 52.232-23, Assignment of Claims (MAY 2014) and FAR 42.12 Novation and Change-of-Name Agreements, and all clauses governing Assignment in the Manufacturer's CSA 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 (MAY 2014), and all clauses governing waiver of jury trial in the Manufacturer's CSA are hereby deemed to be deleted.

(j) Customer Indemnities. All of the Manufacturer's CSA clauses referencing Customer Indemnities are hereby deemed to be deleted.

(k) Contractor Indemnities. All of the Manufacturer's CSA 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 of the Manufacturer's CSA 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 of the Manufacturer's CSA 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 GSAR 552.212-4(k) Contract Terms and Conditions – Commercial Items, Taxes (MAY 2015) (Alternate II – JUL 2009) (FAR Deviation – JUL 2015) (Tailored) and GSAR 552.212-4 (w)(1)(x) Contract Terms and Conditions – Commercial Items, Taxes (MAY 2015) (Alternate II – JUL 2009) (FAR Deviation – JUL 2015) (Tailored).

(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's CSA, 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's CSA and to this Rider shall be resolved in accordance with the FAR, the GSAR and the Contract Disputes Act, 41 U.S.C. §§ 7101-7109. See GSAR 552.212-4 (w)(1)(iii) Contract Terms and Conditions – Commercial Items, Law and Disputes (MAY 2015) (Alternate II – JUL 2009) (FAR Deviation – JUL 2015) (Tailored). The Ordering Activity expressly acknowledges that Carahsoft, as the vendor selling the Manufacturer's licensed software, shall have standing under the Contract Disputes Act to bring such claims that arise out of licensing terms incorporated into Multiple Award Schedule Contract GS-35F-0119Y.

(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 CSA and this Rider contain no confidential or proprietary information and acknowledges the CSA 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. The Licensee may provide information to other components of the United States Government pursuant to proper requests for such information as permitted by law, regulation or policy (e.g., disclosures to Congress, auditors, Inspectors General, etc.).

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PINDROP EULA
MASTER LICENSE AGREEMENT

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This Master License Agreement (this "**Agreement**") is entered into as of _____, 20XX (the "**Effective Date**") by and between _____, a _____ government entity ("**Licensee**"), and Pindrop Security, Inc., a Delaware corporation ("**Pindrop**"). The Government customer (Licensee) is the "Ordering Activity", "defined as an entity authorized to order under GSA Schedule contracts as set forth in GSA Order ADM 4800.2H, as may be revised from time to time."

Pindrop has developed and provides phone reputation, authentication and fraud detection products and services. Licensee desires to enter into an agreement to use the products and services available from Pindrop on the terms and conditions set forth in this Agreement, Schedule Contract GS-35F-0119Y and as more specifically set forth in Exhibit A, or the GSA Order ("Order"). The parties agree as follows:

1. SOFTWARE USE

1.1 License Grant. Subject to the terms and conditions of this Agreement and the applicable Order, Pindrop hereby grants to Licensee a limited, worldwide, non-exclusive, non-transferable (except as expressly provided below) right during the License Term (set forth in the applicable Order) to access and use the Software set forth in the applicable Order ("Software"), solely as installed on the Appliances set forth in the applicable Order (the "Appliance") to be used at the site(s) designated on Exhibit A and subject to the Capacity restrictions set forth in the applicable Order, in order to perform phone number fraud verification and/or authentication for Licensee's products or services and for no other purpose.

1.2 Restrictions. Licensee will not (a) modify, translate, or create derivative works based upon the Software; (b) reverse assemble, decompile, reverse engineer or otherwise attempt to derive source code or the underlying ideas, algorithms, structure or organization of the Software or components thereof, except to the extent that this provision is expressly prohibited by applicable law; (c) disseminate performance information or analysis (including, without limitation, benchmarks) from any source relating to the Software; (d) use the Software on any equipment other than the Appliances set forth in the applicable Order; (e) reproduce or copy the Software in whole or in part, except as expressly authorized in writing by Pindrop, or (f) directly or indirectly authorize any third parties to do any of the foregoing. The Software and related services are provided solely for lawful purposes and use. Except as expressly provided otherwise in this Agreement, Licensee will be solely responsible for, and agrees to comply with, all applicable laws, statutes, ordinances, regulations and other types of government authority (including without limitation the laws and regulations governing export control, unfair competition, anti-discrimination, false advertising, privacy and data protection, and publicity) ("**Laws**"). Without limiting the foregoing, Licensee will comply with all U.S. export Laws and applicable export Laws of Licensee's locality (if Licensee is not in the United States), and will not export the Software, or any part of the Software, without first obtaining all required authorizations or licenses. The Software, acquired for use within or for any United States federal agency, is provided with "LIMITED RIGHTS" and "RESTRICTED RIGHTS" as defined in the applicable sections of the Federal Acquisition Regulation or other similar procurement regulations.

1.3 Appliances. All Appliances will be delivered FCA (Incoterms 2010) Licensee's designated location. Unless expressly agreed to by the parties in writing, Pindrop will select the method of shipment of, and the carrier for, the Appliances. Risk of loss to all Appliances passes to Licensee upon receipt by Licensee at the Sites designated in the applicable Order. Unless Licensee otherwise agrees in an Order, Pindrop agrees that the Appliances will be new as of the delivery of the Appliances to the Site(s).

1.4 Project Managers. Each party will appoint a project manager who will be the primary point of contact with respect to the Software. The initial project manager designated by each party is in Exhibit A.

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1.5 **Pindrop Consortium and Fraudulent Phone Activity**. Pindrop has created a database (the "Pindrop Database"), which consists of fraudulent telephone numbers that have been provided by Pindrop customers, government agencies, third party data providers, consumer agencies, credit lenders and other third parties (the "Consortium Members") to Pindrop for the purpose of identifying, monitoring and tracking phone-based fraud and unwanted transactions. Pindrop uses its proprietary processes to develop statistical models, audio models (phoneprints) and scoring that predict the likelihood of a phone transaction being fraudulent or unwanted (the "Pindrop Score"). During the Term of this Agreement, Licensee will provide Pindrop's Software with phone numbers from transactions being made to Licensee ("Client Numbers"). The Software will use the Pindrop Database and Pindrop Score to identify phone numbers being made to Licensee which have been or may be associated with fraudulent activity or unwanted transactions (the "Fraudulent Phone Number"). Licensee agrees that in the event that Pindrop or Licensee identify a Fraudulent Phone Number, Pindrop may add such Fraudulent Phone Number and the Pindrop Score associated with such Fraudulent Phone Number to the Pindrop Database in order to identify future fraudulent or unwanted transaction activity associated with such Fraudulent Phone Number for Pindrop existing customers, future customers and to Consortium Members. Licensee agrees that this right to use the Fraudulent Phone Number and Pindrop Score will survive beyond the termination of this Agreement.

2. SERVICES, SUPPORT AND MARKETING

2.1. **Professional Services.** Licensee may request assistance in connection with the installation, configuration or deployment of the Software. Pindrop will have no obligation to provide such services unless and until Licensee has executed the Professional Services Addendum attached hereto as Exhibit B and a "Work Statement" setting forth the specific services to be provided by Pindrop.

2.2. **Maintenance and Support.** Provided Licensee has paid the annual fees applicable to such maintenance and support, Pindrop will provide maintenance and support in accordance with this Exhibit C.

3. PRICE AND PAYMENT

Pindrop will charge Licensee certain fees in accordance with the applicable Order. All invoices will be due and payable within thirty (30) days after date of invoice.

4. REPRESENTATIONS, WARRANTIES AND COVENANTS

4.1. **Warranties by Pindrop.** Pindrop warrants to Licensee that: (a) the Software, when provided and used in accordance with this Agreement, will be in compliance with all applicable laws, (b) for a period of ninety (90) days from initial installation, the Software provided by Pindrop will be provided by qualified personnel according to workmanlike standards and will comply in all material respects with the documentation provided by Pindrop to Licensee for the Software ("Documentation") (c) Pindrop is not currently a party to any actions, suits or proceedings (whether or not purportedly on behalf of Pindrop) against or involving the Software.

4.2. **Remedies.** In the event of a breach of Section 4.2 (a) and/or (b), Pindrop will exercise commercially reasonable efforts to re-perform the affected services or repair or replace the affected Software components without breach of such terms.

4.3. **Warranty Disclaimer.** OTHER THAN THE EXPRESS LIMITED WARRANTIES PROVIDED IN SECTIONS 4.1 OF THIS AGREEMENT, THE SOFTWARE IS PROVIDED ON AN "AS IS" BASIS AND WITH ALL FAULTS, AND NEITHER PINDROP NOR ITS LICENSORS MAKE ANY WARRANTIES OR REPRESENTATIONS AND PINDROP, ON BEHALF OF ITSELF AND ITS LICENSORS, HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. Pindrop does not warrant that the Software or any services provided by Pindrop will meet Licensee needs or requirements, that the Software is error free or that all errors will be corrected or any amount of revenue or profits that Licensee will make or receive.

5. PROPRIETARY RIGHTS

Licensee agrees that, as between the parties, Pindrop owns all right, title, and interest in the Software and except as set forth in this Agreement and/or any applicable Order, Pindrop grants no rights or licenses under its intellectual property or proprietary rights to Licensee. All rights not expressly granted by Pindrop to Licensee are hereby reserved. There are no implied rights.

6. INDEMNIFICATION.

6.1. **Indemnification by Pindrop**. Pindrop will defend Licensee from any third party claim, and indemnify and hold harmless Licensee from all resulting losses, costs, expenses or liabilities (including but not limited to, reasonable attorney fees and awarded damages) with respect to any such third party claim (i) that the Software, when used as authorized hereunder, infringes or violates such third party's copyright, trade secret, or US patent issued as of the Effective Date of this Agreement and/or (ii) alleging gross negligence or intentionally wrongful acts or omissions on the part of Pindrop.

6.2. **Conditions.** Pindrop's obligation to indemnify Licensee for a claim pursuant to this Section 6 is contingent upon the following conditions: (a) Licensee must notify Pindrop in writing of the claim promptly following receipt of written notice thereof; (b) Pindrop must be allow to participate in the defense and settlement of the claim at its sole option and expense. Neither party may settle any claim in a manner which creates or admits liability on the part of the other party without the express written consent of the other party, which consent will not be unreasonably withheld or delayed.

7. LIMITATION OF LIABILITY.

7.1. **Exclusion of Certain Liabilities**. IN NO EVENT WILL EITHER PARTY BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS, LOSS OF USE OR DATA OR INTERRUPTION OF BUSINESS, WHETHER SUCH ALLEGED DAMAGES ARE LABELED IN TORT, CONTRACT OR INDEMNITY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY 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.

8. CONFIDENTIALITY.

Subject to the Freedom of Information Act, 5 U.S.C. §552, and any order by a United States Federal Court, the parties agree as follows:

8.1. **"Confidential Information"** means any non-public business or technical information disclosed by either party to the other party, either directly or indirectly, under this Agreement that the recipient knows or reasonably should know is confidential to the discloser. Confidential Information will not include any information which (i) was publicly known prior to the time of disclosure by the disclosing party; (ii) becomes publicly known after disclosure by the disclosing party to the receiving party through no action or inaction of the receiving party; (iii) is already in the possession of the receiving party at the time of disclosure by the disclosing party, as shown by the receiving party's files and records immediately prior to the time of disclosure; (iv) is obtained by the receiving party from a third party without a breach of such third party's obligations of confidentiality; or (v) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information, as shown by documents and other competent evidence in the receiving party's possession.

8.2. **Non-use and Nondisclosure**. Each party agrees that it will take reasonable measures to protect the secrecy of and avoid disclosure and unauthorized use of the Confidential Information of the other party. Without limiting the foregoing, each party will take at least those measures that it takes to protect its own most confidential information. Each party agrees (i) not to use any Confidential Information of the other party for any purpose except to perform its obligations or exercise its rights under this Agreement and (ii) not to disclose any Confidential Information of the other party to third parties or to such party's employees, except to those employees or consultants of the receiving party who are required to have such Confidential Information in order to perform works in connection with this Agreement and are subject to confidentiality obligations consistent with those of this Agreement. Nothing in this Section 8 precludes either party from disclosing the other party's Confidential Information as required by law or a legal process, provided that such party (a) gives the other party prior written notice sufficient to permit the other party to contest the disclosure or seek a protective order (or other confidential treatment) and (b) reasonably cooperates with the other party in limiting the disclosure.

8.3. **Permitted Disclosures**. A party may disclose information concerning this Agreement and the transactions contemplated hereby, including providing a copy of this Agreement, to any or all of the following: (a) potential acquirers, merger partners, investors and their personnel, attorneys, auditors and investment bankers, solely in connection with the due diligence review of such party by persons and provided that the disclosures are made in confidence, (b) the party's outside accounting firm, or (c) the party's outside legal counsel. A party may also disclose this Agreement in any litigation or legal action concerning this Agreement. Pindrop agrees that this Agreement and any Order contain no confidential or proprietary information and acknowledges the Agreement and any Order will be available to the public.

9.   TERM AND TERMINATION

9.1. **Term**. The term of this Agreement will be for three (3) years commencing on the Effective Date ("Initial Term"). Any Orders in effect at the time of termination of this Agreement will continue and will be subject to the terms of this Agreement until such Order terminates according to its terms.

9.2. **Termination.** 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: Pindrop may request cancellation or termination of this Agreement if such remedy is granted to it after conclusion of the Contracts Disputes Act dispute resolutions process referenced in this Agreement or if such remedy is otherwise ordered by a United States Federal Court.

9.3. **Effect of Termination.** Upon termination or expiration of this Agreement, (a) all rights granted will immediately terminate, (b) Pindrop will cease providing the Software or any other services under this Agreement, (c) Licensee's license rights will cease, and Licensee will either promptly delete (and provide written notice of such deletion), or permit Pindrop to delete the Software on any Appliances, and (d) each party will erase, destroy or return to the other party any of the other party's Confidential Information in its possession, custody or control. The provisions that by their nature continue and survive, including those of Sections 1.2 (Restrictions), 3 (Price and Payment), 4 (Representations and Warranties and Covenants), 5.2 (Intellectual Property Rights), 6 (Indemnification), 7 (Limitation of Liability), 8 (Confidentiality), 9.3 (Effect of Termination), 9.4 (Additional Remedies) and 10 (General) and all payment obligations incurred prior to expiration or termination will survive. All fees paid under this Agreement will be non-refundable.

9.4. **Additional Remedies**. Termination will not relieve either party from any liability arising from any breach of this Agreement. Neither party will be liable to the other for damages of any kind solely as a result of terminating this Agreement in accordance with its terms, and termination of this Agreement by a party will be without prejudice to any other right or remedy of a party under this Agreement or applicable law.

10.   GENERAL

10.1. **Waiver and Amendment.** No modification, amendment or waiver of any provision of this Agreement will be effective unless in writing and signed by the party to be charged. No failure or delay by either party in exercising any right, power, or remedy under this Agreement, except as specifically provided herein, will operate as a waiver of any such right, power or remedy.

10.2. **Notices.** All notices, demands or consents required or permitted under this Agreement will be in writing. Notice will be considered delivered and effective when (a) personally delivered; (b) two (2) days following transmission if sent by facsimile with confirmation of receipt; (c) one (1) day after posting when sent by reputable private overnight carrier; or (d) five (5) days after posting when sent by certified United States mail. Notice will be sent to the parties at the following addresses or at such other address as will be given by either party to the other in writing:

For Licensee: **For Pindrop Security:**
                                                                           Attn: Legal Dept
                                                                           817 W. Peachtree Street, NW, Suite
770
                                                                           Atlanta, GA 30308
                                                                           Fax: (425) 790-3100

10.3. **Independent Contractors.** Pindrop is an independent contractor. Except as expressly agreed by the parties, neither party will be deemed to be an employee, agent, partner or legal representative of the other for any purpose and neither will have any right, power or authority to create any obligation or responsibility on behalf of the other.

10.4. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, such provision will be changed and interpreted so as to best accomplish the economic effect of the original provision to the fullest extent allowed by law and the remaining provisions of this Agreement will remain in full force and effect.

10.5. **Complete Agreement.** This Agreement, together with the applicable Order, constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes any prior or contemporaneous agreement with respect to this subject matter.

10.6. **Government Execution.** Subject to FAR Sections 1.601(a) and 43.102, the 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 Licensee must be included within the contract signed by Licensee.

10.7. <u>**Audit.**</u> During the Term of this Agreement: (a) If Licensee's security requirements included in the Order are met, Pindrop or its designated agent may audit Licensee's facilities and records to verify Licensee's compliance with this Agreement. Any such audit will take place only during Licensee's normal business hours contingent upon prior written notice and adherence to any security measures the Licensee deems appropriate, including any requirements for personnel to be cleared prior to accessing sensitive facilities. Pindrop will give Licensee written notice of any non-compliance, including the number of underreported Units of Software or Services ("Notice"); or (b) If Licensee's security requirements are not met and upon Pindrop's request, Licensee will run a self-assessment with tools provided by and at the direction of Pindrop ("Self-Assessment") to verify Licensee's compliance with this Agreement.

10.8. <u>**Governing Law.**</u> The validity, interpretation and enforcement of this Agreement and any Order 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.

_____

By: _____

Name: _____

Title: _____

Pindrop Security, Inc.

By: _____

Name: **Vijay Balasubramaniyan**

Title: **CEO**

Order No. 1

This **Order No. 1** (the "Order") is entered into as of the ___ day of_____, 2015 (the "Effective Date"), pursuant to and subject to the terms and conditions of the Master Agreement, entered into as of the ___ day of _____, 2015 (the "Agreement"), by and between _____ ("Licensee") and Pindrop Security, Inc. ("Pindrop").

In accordance with Section 3 of the agreement, the following fees are set forth below:

1. **Software:** The Software is comprised of the following Software installed on the following Appliances.

   Fees for the License Term:

Software, Appliances, Capacity & Maintenance		Year 1	Year 2	Year 3
Fraud Detection Scoring Software – annual subscription three (3) year License Term, up to _____ Calls per year				
Fraud Detection Case Manager Software Up to ___ Named Users per year				
Maintenance & Support – Fraud Detection Scoring Software				
Maintenance & Support – Fraud Detection Case Manager				
Security Fraud Detection Appliances -_____ (_____)				
Annual Maintenance & Support – Fraud Detection Appliances				
Professional Services - Implementation as more specifically set forth in SOW No. 1 to this Product Order	_____ (__) Site(s) set forth in Section 3. below and _____ (__) lab(s) at one of the Site(s)			
TOTAL FEES		US$	US$	US$

Call: A phone call that results in a fraud detection score being provided to Licensee by the Fraud Detection Scoring Software.

License Term: The term of the License and the rights granted under this Section 1 will begin on _____, 2015 and will continue for a period of three (3) years thereafter.

Named Users: The number of Licensee personnel licensed under this Order, to whom a user identification number and password has been assigned, which permits the user to access and use the Fraud Case Manager Software and training during the License Term.

2.   Invoice and Payment of Fees:

A. Pindrop will invoice Licensee the Fees set forth above as follows:

(1) Upon execution of this Agreement, the Total Fees for Year 1 of the License Term;

(2) On the 1st anniversary of the Effective Date, the Total Fees for Year 2 of the License Term; and

(3) On the 2nd anniversary of the Effective Date, the Total Fees for Year 3 of the License Term.

B. All invoices will be due and payable to Pindrop within thirty (30) days after date of such invoice.

3.   Sites. The Software will be useable in connection with the number of sites set forth below during the License Term.

Site Location: TBD

Site Location: TBD, includes Lab implementation

Agreed:

_____   **PINDROP SECURITY, INC.**

By (Signature): _____   **By (Signature):** _____

Name (Printed): _____   **Name (Printed):** _____

Title: _____   **Title:** _____

Date: _____   **Date:** _____

EXHIBIT B

PINDROP SECURITY, INC.
PROFESSIONAL SERVICES ADDENDUM

This **PROFESSIONAL SERVICES ADDENDUM** (the "**Addendum**") is an addendum to, and is hereby incorporated into, the **Licensee License Agreement** between Pindrop and Licensee, including the Licensee License Agreement terms and other Exhibits incorporated therein (collectively, the "**Agreement**").

1. ADDITIONAL DEFINITIONS. Certain capitalized terms used in this Addendum, not otherwise defined above, will have the meanings set forth or cross-referenced below. Capitalized terms used in this Addendum that are not otherwise defined in this Addendum have the meaning set forth in the Agreement.

1.1 "Addendum Effective Date" has the meaning set forth in Section 7.1.

1.2 "Professional Services" has the meaning set forth in Section 2.1.

1.3 "Work Statement" has the meaning set forth in Section 2.2.

2. PROFESSIONAL SERVICES

2.1 Professional Services. The parties anticipate that Licensee may desire to engage Pindrop to perform certain services in connection with the rights granted to Licensee by Pindrop under the Agreement, including, by way of example, installation, and/or configuration of the Software or related systems. Subject to the terms and conditions set forth in this Addendum, Pindrop will use commercially reasonable efforts to perform the services as set forth in Work Statements (as defined below) separately executed by the parties (the "**Professional Services**"). Pindrop will perform the Professional Services in a professional manner in accordance with industry standards.

2.2 Issuance of Work Statements. Licensee may request that Pindrop perform services by delivering a written request describing the proposed Professional Services. Pindrop will prepare a draft work statement as an exhibit to this Addendum (each, a "**Work Statement**"). Such Work Statement will, among other things, describe the services to be performed, and the fees, costs and expenses payable by Licensee to Pindrop in connection with the performance of such services. Until mutual acceptance in writing of the proposed Work Statement, Pindrop will have no obligation to perform the proposed Professional Services, provided that this Addendum will remain in full force and effect in accordance with Section 7.1. Each Work Statement, regardless of whether it relates to the same subject matter as any previously executed Work Statement(s), will become effective upon execution by authorized representatives of both parties.

2.3 Modifications. Licensee may at any time request a modification to the Professional Services to be performed pursuant to any particular Work Statement by written request to Pindrop

specifying the desired modifications. Pindrop will, within a reasonable time following receipt of such request and to the extent applicable, submit an estimate of the cost for such modifications and a revised estimate of the time for performance of the Professional Services pursuant to the Work Statement. If accepted in writing by Licensee, such modifications in the Work Statement will be performed under the terms of this Addendum. Modifications in any Work Statement will become effective only when a written change request is executed by authorized representatives of both parties.

3. PERSONNEL

3.1 Suitability. Pindrop will assign employees and subcontractors with knowledge and expertise suitable for the work described in the relevant Work Statement provided, however, that if Licensee determines, in its commercially reasonable judgment, that personnel assigned by Licensor do not possess suitable knowledge or expertise or have violated Licensee's general working terms or conditions, Licensee may request that Pindrop replace such personnel within a reasonable period of time. Pindrop may, after providing reasonable prior notice to Licensee, replace or change employees and subcontractors in its sole discretion with other suitably qualified employees or subcontractors. Pindrop personnel will, when working on the Licensee's premises, conform to the general working terms and conditions of the Licensee, including but not limited to Licensee's then current access and security policies and procedures which have been made known to Pindrop.

3.2 Licensee Responsibilities. Licensee will make available in a timely manner at no charge to Pindrop all technical data, computer facilities, programs, files, documentation, test data, sample output, or other information and resources of Licensee reasonably requested by Pindrop for the performance of the Professional Services. Licensee will be responsible for, and assumes the risk of, any problems resulting from, the content, accuracy, completeness and consistency of all such data, materials and information supplied by Licensee. Licensee will provide, at no charge to Pindrop, office space, services and equipment (such as copiers, fax machines and modems) as Pindrop reasonably requests to perform the Professional Services.

The parties agree to the above terms and have executed this Addendum as of the date(s) set forth below.

PINDROP SECURITY, INC.

By (Signature): _____   By (Signature): _____

Name (Printed): _____   Name (Printed): _____

Title: _____   Title: _____

Date: _____   Date: _____

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EXHIBIT C

Pindrop Support Policy
Fraud Detection System Maintenance Services

The Pindrop Fraud Detection System is a closed black box solution (the "System") consisting of Pindrop Fraud Detection Software (FDS) implemented on Pindrop Appliances as more specifically set forth in a License Schedule entered into between Pindrop and Licensee ("License Schedule"). Pindrop provides FDS Software support and maintenance and Appliance break/fix as set out below (collectively, "Maintenance Services").

Provided that Licensee has paid all applicable support and maintenance fees pursuant to the applicable License Schedule, Pindrop will, during the License Term set forth in the applicable License Schedule, provide the following Maintenance Services to Licensee

1. **Notification of Errors:**

    a. **24x7 Availability:** Pindrop will provide Maintenance Services on a 24x7 basis.

    b. **Phone:** Licensee may notify Pindrop of any Errors for all Severity Levels by calling Pindrop support number: 404-692-2757 *.

    c. **Email support:** Email support is available during the same time period as phone support by sending an email to support@pindropsecurity.com.

    d. **Licensee Support Personnel:** Licensee may designate up to five (5) individuals who have demonstrated working knowledge of the System to contact Pindrop to report Errors or issues under this Policy. Licensee will provide Pindrop with the names, phone numbers and email addresses of such individuals and may change these individuals by notifying Pindrop at support@pindropsecurity.com of any such changes.

2. **Definitions**

    Business Day means 8:00am to 8:00pm ET, Monday-Friday, excluding US federal holidays.

    Error means a reproducible malfunction in the Software which adversely affects the operation of the Software or a failure of the Software to perform in accordance with Documentation or other specifications contained in the applicable License Schedule.

    Response Time means the time period from the time Pindrop receives notice of an Error to the time that Pindrop responds that it has received Licensee's notice of such Error.

    Workaround Time means the time period from the time Pindrop receives access to the System until Pindrop provides a temporary workaround, patch or bypass in order to temporarily correct the Error.

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3. Software Support SLAs

Pindrop will provide Error resolution in accordance with the Severity Levels set forth below. Pindrop and Licensee will in good faith mutually agree on a Severity Level for an Error.

Severity Level	Description	Notification Method	Response Time	Workaround Time
1	An Error that renders the Software inoperable or unable to score all calls received by the Software. Examples: - Calls not captured by the FDS system. - Calls not visible in Licensee's user interface.	Phone or Email	2 hours	8 hours
2	An Error that causes a significant function of the Software to be impaired although it still operates; or (ii) may have a material adverse impact on Licensee's business. Examples: - Greater than 25% of calls not captured by the FDS system. - Greater than 25% of calls not visible in Licensee's user interface.	Phone or Email	4 hours	1 Business Day

| 3 | An Error that causes a minor function of the Software to be impaired which adversely affects, or is likely to adversely affect, Licensee's business.

Examples:

- Less than 25% of calls not captured by the FDS system.

- Less than 25% of calls not visible in Licensee's user interface. | Phone or Email | 1 Business Day | Next Update |

Notwithstanding the availability of a Workaround, Pindrop will continue to work to create a permanent fix to the Error.

4. Maintenance Service for Appliances

Pindrop will provide Maintenance Services for the Appliances in order to maintain each Appliance in good operating condition in accordance with the Documentation. Pindrop will respond to Licensee's request for Maintenance Services within 1 Business Day and if Pindrop or the 3rd party vendor cannot resolve the Appliance issue remotely, will provide onsite next Business Day repair for defective Appliances after confirmation by Pindrop that an Appliance problem exists. Licensee may elect to receive replacement parts for field replaceable parts.

5. Escalation

Once a problem with the Software and/or Appliances has been reported, Licensee may contact Pindrop resources in the following order:

Title	Name	Contact Info	Escalation
Support	Support	support@pindropsecurity.com 404-692-2757 *	Report of a Software and/or Appliance issue and at reasonable intervals for status updates. If Response Times and/or Workaround Times above are not met, Licensee may escalate to the next level.

Dedicated Tier 3 Support Representative	TBD	TBD	Escalation based upon severity level.
Customer Success Manager	Greg Buckalew	gbuckalew@pindropsecurity.com 678-641-0449 *	Escalate if response or workaround time is approaching
Project Manager	Individual assigned to Licensee	Information previously provided to Licensee	If issue not resolved within two (2) Business Days after receipt of issue by Project Manager, Licensee may escalate to the next level.
VP, Customer Success	Sachin Soni	ssoni@pindropsecurity.com 214-287-3776 *	If responses from the lower escalation is not sufficient.

* Pindrop may change the above contact information by notifying Licensee in writing (via email is sufficient).

6. **Software Versioning & Support**

Pindrop utilizes a three-tiered versioning method for its Software represented by xx.yy.zz. Major Release means a subsequent release of Software indicated by a change to the first number (xx) representing a major feature/function release. Update means a subsequent release of Software indicated by a change to the second number (yy) representing an enhancement release. Patch means a subsequent of release of Software indicated by a change to the third number (zz) representing a minor or patch release. Pindrop supports the two (2) most recent Updates and one additional prior Update for a period of three (3) months after a new Update is released. For example, FDS 2.6 is generally available. Pindrop will support FDS 2.6 and 2.4. Pindrop will also continue to support FDS 2.2 for a period of three (3) months after FDS 2.6 is made generally available. Licensee will be entitled to all Patches and Updates as part of Maintenance Services, without additional charge. Licensee may request additional feature enhancements by submitting such request to support@pindropsecurity.com. Licensee and Pindrop will discuss the requested feature enhancement and if Pindrop agrees to provide the feature enhancement, the cost and payment of the feature enhancement will be agreed to between the parties prior to Pindrop's performing any work.

7. **Excused Event**

The Response Times and Workaround Times do not include any time resulting from an Excused Event. Excused Event means

(i)   a Force Majeure event as set forth in the Agreement,

(ii)   Licensee's failure to perform a reasonable request that is necessary for Pindrop to perform the Maintenance Services (including, without

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limitation, operation and maintenance of the necessary Licensee networks, desktops, call extractors, call recorders, SFTP, VPN, Remote Desktop Access connections and any Licensee premises equipment and systems required to facilitate Pindrop's ability to perform its obligations under a License Schedule)

(iii)   Any period of maintenance work by Pindrop that results in not more than forty-eight (48) hours of downtime provided, that such forty-eight (48) hours of maintenance work is carried out between 8:00 PM ET Friday through 8:00 AM ET Monday and the forty-eight (48) hours of downtime does not extend beyond those hours except as mutually agreed upon in writing;

(iv)   Failure of Licensee's equipment or the use of the Software outside of the documentation or training parameters provided by Pindrop

(v)   Unavailability occurring during periods of testing, development, or problem diagnosis which are scheduled in advance between the parties

(vi)   Planned facility and equipment upgrades and migration, which are scheduled in advance and agreed to between the parties or mutually agreed upon unplanned emergencies, such a third party vulnerability patch.

(vii) Any 3rd party failure that causes a failure of the Software to perform.

(viii) Any isolated incident that does not have a definitive root cause.

8. System Monitoring

The System has several functions to provide for System health monitoring.

    a. SNMP alerts.

        i. The Appliances may be configured to generate SNMP health alerts. These alerts provide information on CPU, memory and storage health of the Appliances.

        ii. The Appliances may be configured to allow the use of SNMP queries of the Appliance for specific system health information at the current time.

    b. Pindrop remote monitoring.

        i. Pindrop can configure the System to send health statistics periodically to a remote central server located at Pindrop. This is used to provide proactive monitoring of process and device health, which is used to provide alerts to Pindrop support.

9. Licensee Access

The Pindrop appliance is a closed blackbox solution. As such there is no general Software maintenance or monitoring required or allowed. The following types of access are available on the appliances.

a. User level administrative access to the Pindrop user interface – configured during installation and allows typical set-up of passwords and access privileges to user data.

b. General user access – user or manager roles for day to day use of the System.

10.   VPN Access

Licensee must provide remote access to the Pindrop Appliances to allow Pindrop support staff to provide the associated service detailed in this Policy.

11. File Transfer

Licensee must provide a method for Pindrop to send configuration files and software for regular maintenance associated with the Pindrop Software. Additionally, Pindrop will need a method to retrieve files for troubleshooting and overall maintenance of the System.