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.


(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.).
ClearInsight Solution
End User License Agreement

This End User License Agreement (the "Agreement") is incorporated by reference in a Purchase Order issued by [Company] ("Buyer") on behalf of the [Agency/Department], a government entity ("Customer") to ClearInsight Solutions, ("ClearInsight"). This Agreement governs Customer’s use of ClearInsight's Mobile Expense Management Software (INSIGHT APPLICATION) identified in the award that incorporates this Agreement, including any scripts, hot fixes, upgrades, Service Packs or Enhancement Releases, or INSIGHT APPLICATION software builds thereto which ClearInsight may provide Customer (the "Software"), as well as any related Documentation or technical data.

1.1 DEFINITIONS

For the purposes of this agreement, the following terms shall have the following meanings:

1.2 “Award” means the presentation of a purchase agreement or contract to ClearInsight.

1.3 “Business Third Party” means any non-government third party that requires access to the Software in connection with the operation of the Customer’s business, including, but not limited to, customers, distributors, system integrators, and vendors.

1.4 “Derivative Works” means a work based upon one or more of ClearInsight’s preexisting works, such as its software, images of its software, or its Documentation. The Documentation or software may be recast, transformed, or adapted. A derivative work may consist of editorial revisions, annotations, elaborations, or other modifications to existing Documentation, and/or it may consist of taking screen shots of ClearInsight’s software and inserting them into Documentation.

1.5 “Development Instance” means the INSIGHT APPLICATION system used to test new features and/or processes, prior to promotion to the Production Instance, and it is inclusive of the ‘live’ INSIGHT APPLICATION instance, the ‘ad-hoc’ INSIGHT APPLICATION instance, and the corresponding servers which service this system.

1.6 “Documentation” means ClearInsight’s Documentation, in any medium, which is delivered to the Customer, including ClearInsight’s manuals, help files, program listings, data models, flow charts, logic diagrams, functional specifications, instructions, and complete or partial copies of the foregoing.
1.7 “End User” means an individual who is authorized to use the Software as delineated in this Agreement.

1.8 “Normal Business Hours” means Monday through Friday, 8:00 AM to 5:00 PM ET, exclusive of Federal Government holidays.

1.9 “Production Instance” means the INSIGHT APPLICATION system used to process an organization’s daily work—its real time operations, and it is inclusive of the ‘live’ INSIGHT APPLICATION instance, the ‘ad-hoc’ INSIGHT APPLICATION instance, and the corresponding servers which service this system.

1.10 “Proprietary Information” means information reasonably identifiable as the confidential and proprietary information of ClearInsight or the Customer or their licensors excluding, any information which: (a) is or becomes publicly available through no act or failure of the other party; or (b) was or is rightfully acquired by the other party from a source other than the disclosing party prior to receipt from the disclosing party; or (c) becomes independently available to the other party as a matter of right.

1.11 “Service Pack” means a collection of updates, fixes and/or enhancements to the Software delivered in the form of a single installable package.

1.12 “Release” means each issuance of the Software, excluding Third Party Database and Third Party Software, identified by the numerals to the left of the decimal point (e.g., 6.0, 7.0).

1.13 “Software” means (i) all software consisting of the INSIGHT APPLICATION solution provided by ClearInsight and delivered to the Customer hereunder inclusive of object code versions; (ii) any Releases, Versions, or Service Packs of the Software as contemplated by this License; and (iii) any complete or partial copies of the foregoing. "Software" includes Third Party Software where required (except where otherwise stated in this Agreement).

1.14 “Subscription License” means a type of license in which the End User receives the right to use the Software for a specific period of time.

1.15 “Third Party Software” means third-party proprietary Software licensed through ClearInsight to the Customer as part of the ClearInsight Software.

1.16 “Use” means to load, execute access, employ, utilize, store, or display the Software.

1.17 “Version” means each issuance of the Software, excluding Third
1.18 “Warranty Period” means the time during which the Limited Warranty provided under this Agreement shall be in effect.

2.1 LICENSE GRANT

2.2 ClearInsight hereby grants to the Customer, subject to the terms and conditions of this Agreement, non-exclusive, non-transferable license to use the Software in connection with Customer’s business operations.

2.3 If Customer is the End User of the Software, this Agreement permits Customer to install one development copy and one production copy of the Software and allow concurrent use of such Software by Customer employees and contractors.

2.4 Customer is responsible for ensuring that all Users provided access to the software by Customer (other than ClearInsight employees, consultants, or agents), shall use the Software only in accordance with the terms of this Agreement.

2.5 This license does not permit the Customer to: (i) Use the Software, or Third Party Software for a service bureau application; or (ii) sublicense, or rent the Software or Third Party Software except as specifically authorized by this Agreement. Use of Third Party Software products incorporated into the Software is limited solely to use in connection with ClearInsight products and the data related specifically to the bundled products.

2.6 Customer may provide Business Third Parties with access to the Software provided:
(i) each Business Third Party first executes a non-disclosure agreement as with ClearInsight; (ii) all Business Third Parties accessing the Software shall be licensed as Users; (iii) in no circumstances shall Business Third Parties use the Software to operate or manage the business of such Business Third Parties; and, (iv) such use shall not constitute an unauthorized exportation of any ClearInsight Proprietary Information under U.S. Government laws and regulations. ClearInsight shall process a mutually agreeable Business Third Party non-disclosure agreement in a timely manner, and shall not unreasonably withhold its approval.

During Normal Business Hours and at any time during which the Software, Documentation, Third-Party Software, or ClearInsight Proprietary Information are being utilized, ClearInsight, or its authorized representative or licensors, shall have the right upon reasonable advance notice to audit and inspect the Customer’s
utilization of such items, in order to verify compliance with the terms of this Agreement. If ClearInsight Proprietary Information is given to Business Third Parties pursuant to this Agreement, the Customer shall secure the right for ClearInsight to audit such Business Third Party use of the Software, Documentation, Third-Party Software, or ClearInsight Proprietary Information as specified in this Paragraph.

2.7 In the event the Customer terminates the Purchase Order for Software, the Customer shall immediately cease use of all Software and Documentation, and shall irretrievably delete and/or remove such items from all computer hardware and storage media. Within thirty days after any termination, the Customer shall deliver to ClearInsight at Customer expense or destroy all copies of the Software and Documentation in every form. An authorized representative of the Customer shall certify in writing to ClearInsight that it has performed the foregoing.

2.8 The Customer acknowledges that ownership of and title in and to all intellectual property rights, including patent, trademark, service mark, copyright, and trade secret rights, in the Software and Documentation provided to Customer are, and shall remain in ClearInsight and its licensors. The Customer acquires only the right to use the Software and Documentation according to the terms of this Agreement.

2.9 The Customer shall not copy, translate, disassemble, or decompile, nor create or attempt to create, by reverse engineering or otherwise, the source code from the object code of the Software. Notwithstanding the foregoing, Customer may make one (1) copy of the Software solely for back-up purposes.

3.0 Term. The term shall be as defined in the Purchase Order. Unless the license granted herein is terminated by ClearInsight, upon thirty (30) days prior written notice to Customer in the event of any breach by Customer that is not cured within such notice period.

4.0 Copyright. The Software is owned by ClearInsight and its suppliers or licensors and is protected by United States copyright laws and international treaty provisions. Customer may not use, copy, or distribute the Software or any screenshots of the Software without authorization. Customer may make one copy of the Software solely for backup or archival purposes, provided that Customer reproduces and includes on such copy the U.S. Government Rights in Technical Data and Computer Software Legend (see below). Customer may not, without written consent from ClearInsight, copy the Documentation or technical data accompanying the Software, or print copies of any such Documentation or technical data provided in "online" or electronic form.

5.0 U.S. Government Rights in Technical Data and Computer Software Legend. If Customer is a government agency or entity, Customer agrees as a condition for this

Revised 06/03/2016
license to claim no more than "limited rights" in any Documentation or technical data related to the Software and no more than "restricted rights" in the Software. If Customer is a private party or other non-government entity that does business with a government agency or entity, Customer agrees as a condition for this license to take all steps necessary to ensure that no government agency or entity obtains more than "limited rights" in Documentation or technical data related to the Software or "restricted rights" in the Software. The terms "limited rights" and "restricted rights" are defined in 48 C.F.R. 52.227-14(a). Contractor/licensor is ClearInsight Software Systems, Inc., 610 Professional Drive, Suite 610, Gaithersburg, MD 20179.

6.0 **Limited Warranty.** ClearInsight warrants that the software and media, on which the Software is furnished, will be free from defects in materials and workmanship under normal use for a the duration of the Term ("Warranty Period"). This limited warranty is void if defects resulted from accident or abuse of the media, or if the software in not installed in accordance with the software infrastructure specifications or and/or installation instruction. ClearInsight's entire liability and Customer’s exclusive remedy under this warranty will be replacement of the defective media that does not meet ClearInsight's limited warranty. If ClearInsight is unable to replace the defective media, Customer may terminate this Agreement by returning the Software, and ClearInsight will promptly refund the license fee paid in connection with such Software. Any replacement Software will be warranted for the remainder of the Term. THIS WARRANTY GIVES CUSTOMER SPECIFIC LEGAL RIGHTS. CUSTOMER MAY HAVE OTHERS THAT VARY FROM STATE TO STATE.

**NO OTHER WARRANTIES.** CUSTOMER ASSUMES ALL RESPONSIBILITIES FOR SELECTION OF THE SOFTWARE TO ACHIEVE ITS INTENDED RESULTS, AND FOR THE INSTALLATION OF, USE OF, AND RESULTS OBTAINED FROM THE SOFTWARE. EXCEPT AS EXPRESSLY PROVIDED HEREIN AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CLEARINSIGHT DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR CUSTOMER’S PURPOSE, TITLE, SYSTEM INTEGRATION, AND ACCURACY, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE WITH RESPECT TO THE SOFTWARE AND ANY RELATED DOCUMENTATION OR SERVICES. THERE IS NO WARRANTY AGAINST INTERFERENCE WITH THE ENJOYMENT OF THE SOFTWARE OR AGAINST INFRINGEMENT. THERE IS NO WARRANTY THAT THE SOFTWARE AND ANY RELATED DOCUMENTATION OR SERVICES OR CLEARINSIGHT’S EFFORTS WILL FULFILL ANY OF CUSTOMER’S PARTICULAR PURPOSES OR NEEDS.

7.0 **Limitations of Liability.** Customer's sole and exclusive remedies for any damages or loss not covered by the Limited Warranty set forth above, and that is in any way connected with the Software or services furnished by ClearInsight and its licensors, whether due to ClearInsight's negligence or breach of any other duty, shall be, at ClearInsight’s option: (i) to bring the performance of the software into substantial compliance with functional specifications, ; or (ii) return of an appropriate portion of any payment made by the Customer with respect to the applicable portion of the
Software or services.

**ClearInsight Not Responsible.** ClearInsight will not be responsible under this Agreement for: (i) any alteration of the Software to fit the particular requirements of the Customer; or (ii) the correction of any defects resulting from modifications or as a result of misuse of the Software by the Customer; or (iii) preparation or conversion of data into the form required for use with the Software; or (iv) ensuring the security of Customer’s networked installation of the Software.

THE SOFTWARE IS NOT SPECIFICALLY DEVELOPED OR LICENSED HEREUNDER FOR USE IN ANY DIRECT AND ACTIVE OPERATIONS OF ANY EQUIPMENT IN ANY NUCLEAR, AVIATION, MASS TRANSIT, OR MEDICAL APPLICATIONS, OR IN ANY OTHER INHERENTLY DANGEROUS APPLICATIONS. THE PARTIES HERETO AGREE THAT USE OF THE SOFTWARE AND THIRD-PARTY SOFTWARE FOR FINANCIAL APPLICATION PURPOSES OR SUCH OTHER ADMINISTRATIVE PURPOSES SHALL NOT BE DEEMED INHERENTLY DANGEROUS APPLICATIONS IF SUCH USE DOES NOT AFFECT THE OPERATIONS OR MAINTENANCE OF SUCH EQUIPMENT. CLEARINSIGHT AND ITS LICENSORS SHALL NOT BE LIABLE FOR ANY CLAIMS OR DAMAGES ARISING FROM INHERENTLY DANGEROUS USE OF THE SOFTWARE AND/OR THIRD-PARTY SOFTWARE LICENSED HEREUNDER.

CUSTOMER ASSUMES THE ENTIRE COST OF ANY DAMAGE RESULTING FROM THE INFORMATION CONTAINED IN OR COMPILLED BY THE SOFTWARE.

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT EACH AND EVERY PROVISION OF THIS AGREEMENT WHICH PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS INTENDED BY THE PARTIES TO BE SEVERABLE AND INDEPENDENT OF ANY OTHER PROVISION AND TO BE ENFORCED AS SUCH. IF ANY PROVISION OF THIS AGREEMENT IS HELD INVALID, THE REMAINDER OF THIS AGREEMENT WILL CONTINUE IN FULL FORCE AND EFFECT.

CLEARINSIGHT MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NOR ANY OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, IN CONNECTION WITH THIS AGREEMENT AND THE SERVICES PROVIDED HEREUNDER.

8.0 Customer agrees to comply with all applicable U.S. export control laws in connection with its use and any transmission of the Software and Documentation.

9.0 Reserved.

11.0 Maintenance. Software maintenance does not include maintenance or the creation of custom Data Manipulation scripts. By purchasing ClearInsight's Maintenance, the Customer will receive all Software Versions and Service Packs (but not Releases) that ClearInsight issues during the subscription period as well as telephone and help desk support.
support during Normal Business Hours. The foregoing shall not obligate ClearInsight
to issue Versions or Service Packs. In the event that the Customer discontinues
ClearInsight's Maintenance, and then decides to obtain such service in any subsequent
year, the Customer must pay ClearInsight for the then-current Maintenance period
and also the Maintenance service charge for each prior year in which the Customer
failed to order Maintenance service from ClearInsight.
Attachment 1

Hardware Minimum Requirements and Prerequisites

Hardware (minimum requirements)
- Intel Dual Core processor or equivalent
- 16 gigabytes of core system memory
- 250 gigabyte HDD (Note: the size might differ depending on the transaction volume)
- LAN connection with gigabit LAN interface

Software
- Microsoft Server 2008 (or Server 2012) operating system with the latest service packs.
- Microsoft .Net Framework 4.5
- Microsoft IIS 6.0 or greater
- Microsoft MSMQ (message queuing)
- Microsoft SQL 2008 R2 with latest service packs and integration and workstation components turned on.
- Microsoft SQL Analysis Services with latest service packs
- Microsoft Internet Explorer 7+. Application must be run in compatibility mode if operating IE 11.

Prerequisites
The following prerequisites must be installed prior to installing the Insight .Net4 baseline application.
- Microsoft MSI Package (WinServiceSetup.msi) – Microsoft or Windows installer that assists with the installation, configuration and removal of Windows software. This installer sets up the Insight application’s generic windows service called Windows IBR Extract Service.
- DAC support for SQL server objects and versions: these are data tier applications that support the most commonly used database engine objects (either 64 bit or 32 bit depending on OS environment). The following DAC support services are installed.
  o DACFramework.msi
  o SqlDom.msi
  o SQLSysClrTypes.msi
- Microsoft Web Platform Installer – this utility installs the required pre-requisites for the Insight application. After installing the Microsoft Web Platform Installer, the user needs to install the following services.
  o Microsoft .Net Framework 4.5 (if not already installed)
  o Web Deployment Tool 2.1
  o SQL Server 2008 R2 Management Objects
  o Web Deploy Version 3 (either 64 bit or 32 bit depending on OS environment)