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.).

BY ACCESSING OR USING THE HOSTED SERVICE (AS DEFINED BELOW) WITHOUT AN APPLICABLE OTHER AGREEMENT OR BY OTHERWISE AGREEING IN WRITING TO THE TERMS AND CONDITIONS SET FORTH HEREIN, YOU SUBMIT TO JIVE SOFTWARE, INC., A DELAWARE CORPORATION ("WE" OR "JIVE"), AN OFFER TO OBTAIN THE RIGHT TO USE THE HOSTED SERVICE AND RECEIVE PROFESSIONAL SERVICES (EACH AS DEFINED BELOW) UNDER THE PROVISIONS OF THIS AGREEMENT (THE "AGREEMENT").

YOU HEREBY AGREE THAT YOU HAVE THE REQUISITE AUTHORITY, POWER AND RIGHT TO FULLY BIND THE PERSON AND/OR ENTITIE(S) (COLLECTIVELY, THE "CUSTOMER") WISHING TO USE THE HOSTED SERVICE LISTED ON THE ORDER CONFIRMATION PAGE, PRICING SCHEDULE, QUOTE, INVOICE AND/OR OTHER ORDERING FORM (EACH A "PRICING SCHEDULE") WHICH JIVE OR ONE OF ITS AUTHORIZED RESELLERS (A "RESELLER") PROVIDES OR MAKES AVAILABLE TO CUSTOMER IN CONNECTION WITH THE PURCHASE OF SUBSCRIPTIONS TO USE THE HOSTED SERVICE AND RECEIPT OF PROFESSIONAL SERVICES DESCRIBED BELOW. THE TERMS OF EACH PRICING SCHEDULE WILL SET FORTH THE SPECIFIC TERMS OF THE ORDER BUT ALL APPLICABLE TERMS AND CONDITIONS BELOW SHALL APPLY.

IF YOU DO NOT HAVE THE AUTHORITY TO BIND THE CUSTOMER OR YOU JIVE IS UNWILLING TO PROVIDE THE HOSTED SERVICE OR PROFESSIONAL SERVICES TO THE CUSTOMER, AND YOU SHOULD NOT CLICK TO ACCEPT THE TERMS OF THIS AGREEMENT AND YOU SHOULD DISCONTINUE THE ACCESS AND USE OF THE HOSTED SERVICE AND NOT REQUEST ANY PROFESSIONAL SERVICES.

1.0 ORDERING AND APPLICABILITY.

1.1 Orders. Under this Agreement Customer may order from Jive or one of its authorized resellers (each a "Reseller") (a) subscriptions to access and use Jive's standard platform software offerings and those Module Services (defined in Section 2.1(b)) made available by Jive and/or its suppliers on a hosted, software-as-a-service (SaaS) basis (collectively "Hosted Service"), (b) related Support Services (defined in Section 3.0 below) and/or (c) consulting or other professional services (collectively "Professional Services"). The specifics of each Customer order will be set forth on a Pricing Schedule that references this Agreement and is executed by both parties. Customer's execution of a Pricing Schedule constitutes a binding commitment to purchase the items described on the Pricing Schedule under the terms and conditions of this Agreement. All mutually executed Pricing Schedules are incorporated herein by reference.

1.2 Promotional Trials. Except as set forth herein, this Agreement applies to all orders made hereunder. If Jive provides to Customer any evaluation, trial or other promotional offering of the Hosted Service for a limited period ("Promotional Trial") Customer may use the Hosted Service until the earlier of (a) the end of the Promotional Trial period or (b) the start date of any paid Subscription Term (defined in Section 11.1). During any Promotional Trial periods, Sections 7.1 and 8.0 and shall not apply and Customer's use of the Hosted Service shall be "AS IS".

2.0 USE TYPES, ACCESS RIGHTS AND RESTRICTIONS.

2.1 Versions; Feature Upgrades and Modules; Jive Apps Market.

(a) *Types.* Each Pricing Schedule will specify whether the Hosted Service acquired thereunder is to be used as an Internal or External version. With a subscription to a "Internal" version, Customer is authorized to create and maintain a Community (defined below) for use within Customer's organization solely by authorized individual, non-concurrent users that are (1) employees or specific individual independent contractors of Customer ("Internal Users") and (2) other users who are (i) not Internal Users (e.g. third party consultants, advisors, etc.) and (ii) are invited by Internal Users to participate in certain aspects of the Internal Community ("External Contributors"). Customer has sole discretion as to whether to permit External Contributors to access the Community and to designate those Internal Users who may invite External Contributors. With a subscription to an "External" version, Customer is authorized to create and maintain a Community for use primarily by Users who are not employees or independent contractors of Customer (e.g. members of the general public) ("External Users"). Customer will use the Hosted Service for the intended version type set forth in the Pricing Schedule. A "Community" is an online virtual community of Users that (i) contains a collective, shared repository for user, group data, and search functionality and (ii) permits access to the underlying database by only one unique instance of the Hosted Service. Each license to either the External or Internal version of the Hosted Service permits Customer to access and use the Hosted Service in connection with a single Community. As used in this Agreement, the term "User" shall mean all Internal Users, External Users and External Contributors.

(b) *Module Services.* Jive may make available to Customer certain optional functionality which may be provided as a separate stand-alone module or as a plug-in (collectively "Module Services"). Certain Module Services may require that Customer agree to additional terms which will be

mutually agreed upon in advance in writing such as in a Pricing Schedule. Any additional or separate pricing associated with Module Services will be set forth in a Pricing Schedule or otherwise agreed to by the parties in writing.

2.2   Provision of Hosted Service; Restrictions.

(a)   *Provision of Hosted Service.* Subject to the terms of this Agreement, Jive will make the Hosted Service and the related User documentation found at: https://www.jivesoftware.com/services-support/customer-support/documentation ("Documentation") available to Customer and its Users after mutual execution of the applicable Pricing Schedule.

(b)   *Restrictions.* Except as otherwise expressly permitted under this Agreement, Customer agrees not to: (a) reverse engineer or otherwise attempt to discover the source code of or trade secrets embodied in the Hosted Service or any portion thereof; (b) distribute, transfer, grant sublicenses to, or otherwise make available the Hosted Service (or any portion thereof) to third parties, including, but not limited to, making such Hosted Service available (i) through resellers or other distributors, or (ii) as an application service provider, service bureau, or rental source; (c) create modifications to or derivative works of the Hosted Service; (d) attempt to modify, alter, or circumvent the license control and protection mechanisms within the Hosted Service; (e) use or transmit the Hosted Service in violation of any applicable law, rule or regulation, including, without limitation, any data privacy or protection laws; (f) intentionally access, use, or copy any portion of the Hosted Service or the Documentation (including the logic and/or architecture thereof and any trade secrets included therein) to directly or indirectly develop, promote, distribute, sell or support any product or service that is competitive with the Hosted Service; or (g) remove, obscure or alter any copyright notices or any name, trademark, service mark, tagline, hyperlink or other designation included on any display screen within the Hosted Service ("Jive Marks"). The Hosted Service is a "commercial item," as that term is defined at 48 C.F.R. 2.101 (OCT 1995), and more specifically is "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (SEPT 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (JUNE 1995), the Hosted Service is made available to U.S. Government End Users (i) only as a commercial end item and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions herein.

2.3   Implementation Types. The Hosted Service is made available under the following implementation types. The relevant Pricing Schedule will designate the form of the Hosted Service implementation Customer will receive.

(a)   *User Subscription.* Customer may permit access to the Hosted Service by no more than the number of Internal Users specified in the relevant Pricing Schedule and by fifty (50) External Contributors for every one (1) Internal User specified in the relevant Pricing Schedule; provided that with respect to each group within a Community, the number of External Contributors may not exceed one hundred (100). Customer may order additional Internal User subscriptions from Jive in accordance with the ordering process set forth in Section 1.0 above. To the extent that any Internal User subscriptions have been purchased and are in effect ("Existing Subscriptions") at the time that Customer subsequently purchases additional Internal User subscriptions (collectively, "Additional Subscriptions"), then the Subscription Term pertaining to the Additional Subscriptions shall equal the period of time remaining on the then-current Subscription Term pertaining to the Existing Subscriptions so that the Subscription Term for all subscriptions shall be coterminous, regardless of when purchased and subject to payment of additional Fees for such Additional Subscriptions, as set forth in the applicable Pricing Schedule.

(b)   *User View Subscription.* Customer may permit use of the Hosted Service by an unlimited number of Users, but such usage shall be subject to the restrictions on the number of monthly User Views specified in the relevant Pricing Schedule.

(i)   As used herein, a "User View" means each request form Customer or its Users for a visually displayed impression of content presented by the Hosted Service, including HTML content and asynchronous requests within the Hosted Service.

(ii)   Each applicable Pricing Schedule shall set forth a table of monthly User View ranges (i.e., 0-500,000 or 500,001 to 1,000,000 monthly User Views) (each, a "User View Range") and the initial estimated fee payable by Customer for use of the Hosted Service in connection with a single Community for the applicable Subscription Term (the "Initial User View Subscription Fee"). The Initial User View Subscription Fee will be based upon Customer's anticipated and designated User View Range as set forth on the Pricing Schedule ("Designated User View Range"). The Initial User View Subscription Fee shall be payable in advance of the applicable Subscription Term in accordance with Section 12.2.

(iii)   On a monthly basis during the Subscription Term, Jive shall track and deliver or make available to Customer a report summarizing the total number of actual User Views during the preceding month ("Monthly User Views").

(c)   *Excess Usage.* At the end of each calendar quarter during the License Term, Jive will review Customer's current licensed User count and/or Monthly User Views, as applicable, and to the extent that Customer has exceeded the usage agreed upon in the Pricing Schedule ("Excess Usage"), Jive will invoice Customer for:

(i) the number of Users exceeding the number of licensed Users on a pro rata basis for the balance of the License Term Length. Such additional User licenses must be purchased in blocks of 25 and will be coterminous to the end of the then current License Term.

(ii) excess Fees based upon the difference between the applicable Monthly Charge for the Designated User View Range and the actual User View Range.

Customer shall pay to Jive, in accordance with Section 12.2 below, all Excess Usage Fees, plus an overage charge equal to 20% of the Excess Usage Fee.

2.4   Bankruptcy. All rights granted pursuant to this Agreement are, for purposes of Section 365(n) of the U.S. Bankruptcy Code, deemed to be rights to "intellectual property" as defined under Section 101 of the U.S. Bankruptcy Code. In any bankruptcy or insolvency proceeding involving Jive, Customer, as recipient of such rights, will retain and fully exercise all of its rights and elections under the U.S. Bankruptcy Code, which will apply notwithstanding conflict of law principles.

3.0 SUPPORT AND MAINTENANCE. Jive offers the following levels of support and maintenance services ("Support Services"): JCS Silver, JCS Gold or JCS Platinum. JCS Silver Support Services are included without any additional charge to Customer. Customer may elect to upgrade to JCS Gold or JCS Platinum for any additional Fees as set forth in a Pricing Schedule. Jive will provide Support Services at the applicable level during the Subscription Term in accordance with the terms found in the Jive Software Support Services Terms and Conditions for Silver, Gold and Platinum Offerings (the "Support Terms") attached as **Exhibit A**. Jive will implement all Updates and Upgrades (as defined in the Support Terms) to the Hosted Services.

4.0 SERVICE LEVELS AND RELATED MATTERS.

4.1 Community Data.

4.1.1 Customer's designated administrative accounts ("Admin Users") will have the ability to review and monitor all content that is uploaded and displayed through the Hosted Service ("Community Data") including the ability to specify access rights to and/or remove Community Data. Jive will not actively review or monitor any Community Data. Jive shall have the right to disclose Community Data to a third party only if required by law; provided that, to the extent permitted by law, Jive will: (a) promptly notify Customer of the order's terms and the circumstances surrounding its issuance; (b) consult in good faith with Customer regarding possible responses to the order and, if requested by Customer, make best efforts to narrow the order's scope, obtain a protective order from the court, or produce documents to the court or government body under seal with appropriate instructions regarding preservation of the Community Data confidentiality, if applicable; and (c) if disclosure is required to prevent Jive from being subjected to contempt sanctions or other penalties, disclose only the Community Data that, in the opinion of counsel reasonably satisfactory to Jive, is legally required to be disclosed, consistent with a reasonable interpretation of the order.

4.1.2 Jive may collect and use data pertaining to Customer's use of the Hosted Service, including (a) observing and reporting to Customer on Customer's use of the Hosted Service and make recommendations for improvement, (b) for its internal research and development purposes, and (c) identifying trends and publishing reports or results on its findings provided that the reports or results include aggregated data that does not identify Customer or any particular User (e.g. Jive may disclose aggregate User Views statistics for all of its hosted customers).

4.2 Capacity. For each Community, Customer is allotted 100 gigabytes (GB) of Community Data storage space ("Default Capacity"). Customer may purchase additional capacity beyond the Default Capacity (within a storage network area) for the particular Community in blocks of 500GB for a recurring monthly fee of $400. The maximum size of any attachments transmitted through use of the Hosted Service is 100 megabytes.

4.3 Acceptable Use and Terms of Use. Customer will comply with and will be responsible for its Users' compliance with all applicable laws and regulations as well as the terms and conditions of the Acceptable Use Policy ("Jive AUP") with respect to use of the Hosted Service attached as **Exhibit B**. Customer is responsible for establishing and enforcing terms of use and privacy policies applicable to use of the Hosted Service by Users as permitted under this Agreement. In relation to all personal data comprised within any Community Data, Customer warrants that such personal data shall have been obtained and supplied to Jive in compliance with applicable data protection legislation, including, but not limited to, Customer having obtained all necessary consents and approvals from Users that are necessary to permit Jive to provide the Hosted Service.

4.4 Jive User Account. Jive may set up a private user account ("Private Jive Account") to provide Jive with automated access to the Hosted Service solely for testing purposes. The Private Jive Account will be used to routinely test the material functionality of the Hosted Service to ensure that such material functionality operates properly. Jive will not use the Private Jive Account to post, remove or monitor any Community Data.

5.0 PROFESSIONAL SERVICES. Pursuant to a mutually executed statement of work ("SOW"), Jive will perform Professional Services and provide object code, flow charts, documentation, information, reports, test results, findings, or any works and other materials developed by Jive for Customer identified as "deliverables" under the scope of an SOW ("Deliverables") Each SOW will include the particulars of each Professional Services engagement. In a timely manner, Customer will provide all assistance reasonably requested by Jive in connection with the Professional Services. If Customer notifies Jive in writing within 30 days after a particular Deliverable is made available to Customer that the Deliverable does not conform to the requirements of the SOW, then Jive will, as Customer's sole and exclusive remedy and Jive's sole liability, modify or replace the Deliverables at no cost to Customer.

6.0 PROPRIETARY RIGHTS. As between the parties, Jive and its suppliers will retain all ownership rights in and to the Jive Marks, the Hosted Service, the Documentation, Jive Confidential Information, all Updates and Upgrades (as defined in the Support Terms), all Module Services, all Deliverables (except to the extent they include pre-existing Customer Confidential Information or intellectual property) and other derivative works of the Hosted Service and/or Documentation that are provided by Jive, and all intellectual property rights incorporated into or related to the foregoing. Customer acknowledges that the goodwill associated with the Jive Marks belongs exclusively to Jive. All rights not expressly licensed by Jive under this Agreement are reserved. As between the parties hereto, Customer will retain all ownership rights in and to all Customer Confidential Information, all pre-existing Customer intellectual property and all Community Data. Customer's rights to the Deliverables shall be the same as its rights to the Hosted Service. Jive may use without limitation any suggestions, recommendations or other feedback provided by Customer regarding the Hosted Service.

7.0 WARRANTIES AND DISCLAIMER.

7.1 Warranties. Jive warrants that (a) it will perform all Professional Services in a professional manner consistent with industry standards and practices, and (b) the Hosted Service, as delivered and when used in accordance with the Documentation, (i) will perform in all material respects as specified in such Documentation for the duration of the Subscription Term, and (ii) will not contain, any back door, time bomb, Trojan horse, worm, drop dead device, virus, preventative routines or other computer software routines intentionally designed to permit unauthorized access to or use of either the Hosted Service's or Customer's computer systems ("Viruses"). In the event of any breach of the warranties in subsection (a) or (b)(i) above, Jive shall, as its sole liability and Customer's sole remedy, diligently remedy any deficiencies promptly after its receipt of written notice from Customer. Jive will not be liable to the extent that any breach of the foregoing warranties are caused by (1) any other third-party components or services (including in combination with the Hosted Service) not provided by Jive; (2) unauthorized use or use of the Hosted Service other than in accordance with the Documentation, or (3) Viruses introduced by Customer or its agents or Users (collectively, "Exclusions").

7.2 Disclaimers. THE EXPRESS WARRANTIES IN SECTION 7.1 ARE THE EXCLUSIVE WARRANTIES OFFERED BY JIVE AND ALL OTHER CONDITIONS AND WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY CONDITIONS OR WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, ACCURACY, QUIET ENJOYMENT, TITLE, MERCHANTABILITY AND THOSE THAT ARISE FROM ANY COURSE OF DEALING OR COURSE OF PERFORMANCE ARE HEREBY DISCLAIMED. JIVE DOES NOT WARRANT THAT CUSTOMER'S USE OF THE HOSTED SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ERRORS WILL BE CORRECTED.

8.0 INDEMNIFICATION.

8.1 Jive Indemnity. Jive will defend at its own expense any action against Customer brought by a third party to the extent that the action is

based upon a claim that the Hosted Service infringes any copyright, trademark, or misappropriates any trade secret rights to the extent any of the foregoing are recognized in the United States, Canada or any member country within the European Union. Jive will pay those costs and damages finally awarded against Customer in any such action that are specifically attributable to such claim or those costs and damages agreed to in a monetary settlement of such action. If the Hosted Service (or any component thereof) becomes, or in Jive's opinion is likely to become, the subject of an infringement or misappropriation claim, Jive may, at its option and expense, either (x) procure for Customer the right to continue exercising the rights licensed to Customer in this Agreement, or (y) replace or modify the Hosted Service so that it becomes non-infringing and remains functionally equivalent. If neither of the foregoing options are, in Jive's reasonable opinion, commercially reasonable, Jive may terminate this Agreement and will refund to Customer a pro-rata portion of any applicable prepaid Fees. Notwithstanding the foregoing, Jive will have no obligation under this Section 8.1 or otherwise with respect to any infringement claim based upon any Exclusions. Customer will have the right, at its own expense, to participate in the defense of any claim of infringement. This Section 8.1 states Jive's entire liability and Customer's sole and exclusive remedy for infringement or misappropriation claims and actions.

8.2 Customer Indemnity. Customer will defend at its own expense any action against Jive brought by a third party to the extent that the action (including but not limited to any governmental investigations, complaints, and actions) relates to Community Data, including but not limited to infringement or misappropriation any third party's intellectual property rights or violation of applicable law. Customer will pay those costs and damages finally awarded against Jive in any such action that are specifically attributable to such claim or those costs and damages agreed to in a monetary settlement of such action.

8.3 Process. The foregoing obligations are conditioned on (i) the indemnified party notifying the other party in writing of an action, proceeding, or other claim by a third party no later than 30 days after first receiving notice of such action and must provide copies of all communications, notices and/or other actions relating to the action; (ii) giving the indemnifying party sole control of the defense thereof and any related settlement negotiations, provided that such defense shall be conducted in a manner than is not adverse to the indemnified party's interests (the indemnified party may employ its own counsel at its own expense to assist it with respect to any such claim); (iii) the indemnified party's compliance with this Agreement; and (iv) the indemnified party acting in accordance with the reasonable instructions of the other party, cooperating and, upon reasonable request and at the expense of the indemnifying party, assisting in such defense.

9.0 LIMITATIONS ON LIABILITY. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY, WHETHER UNDER THEORY OF CONTRACT, TORT OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, OR SPECIAL DAMAGES (INCLUDING ANY DAMAGE TO BUSINESS REPUTATION, LOST PROFITS OR LOST DATA), WHETHER FORESEEABLE OR NOT AND WHETHER A PARTY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY'S AGGREGATE CUMULATIVE LIABILITY TO THE OTHER, IN CONNECTION WITH THIS AGREEMENT, INCLUDING THE SOLUTION, SERVICES AND INTELLECTUAL PROPERTY PROVIDED HEREUNDER SHALL NOT EXCEED, IN THE AGGREGATE AND REGARDLESS OF WHETHER UNDER THEORY OF CONTRACT, TORT OR OTHERWISE, THE TOTAL OF THE FEES ACTUALLY PAID AND THE FEES PAYABLE TO JIVE BY CUSTOMER UNDER THIS AGREEMENT DURING THE ONE YEAR PERIOD PRIOR TO THE DATE THAT SUCH LIABILITY FIRST ARISES. HOWEVER, THERE IS NO LIMITATION ON DIRECT LOSS, CLAIM OR DAMAGES ARISING AS A RESULT OF AN INFRINGEMENT OF EITHER PARTY'S INTELLECTUAL PROPERTY RIGHTS OR IN CONNECTION WITH A PARTY'S INDEMNIFICATION OBLIGATIONS.

10.0 CONFIDENTIALITY. "Confidential Information" means, with respect to a party (the "Disclosing Party"), all non-public confidential information pertaining to such party's business and includes Community Data. Jive and Customer will comply with this Section 10.0 when exchanging Confidential Information under this Agreement. Confidential Information will be designated and/or marked as confidential when disclosed, provided that any information that the party receiving such information (the "Receiving Party") knew or reasonable should have known, under the circumstances, was considered confidential or proprietary by the Disclosing Party, will be considered Confidential Information of the Disclosing Party even if not designated or marked as such. The Receiving Party shall preserve the confidentiality of the Disclosing Party's Confidential Information and treat such Confidential Information with at least the same degree of care that Receiving Party uses to protect its own Confidential Information, but not less than a reasonable standard of care. The Receiving Party will use the Confidential Information of the Disclosing Party only to exercise rights and perform obligations under this Agreement. Confidential Information of the Disclosing Party will be disclosed only to those employees and contractors of the Receiving Party with a need to know such information. The Receiving Party shall not be liable to the Disclosing Party for the release of Confidential Information if such information: (a) was known to the Receiving Party on or before Effective Date without restriction as to use or disclosure; (b) is released into the public domain through no fault of the Receiving Party; (c) was independently developed solely by the employees of the Receiving Party who have not had access to Confidential Information; or (d) is divulged pursuant to any legal proceeding or otherwise required by law, provided that, to the extent legally permissible, the Receiving Party will notify the Disclosing Party promptly of such required disclosure and reasonably assists the Disclosing Party in efforts to limit such required disclosure.

11.0 TERM, TERMINATION AND EFFECT.

11.1 Subscription Duration; Renewals. The term of each subscription to the Hosted Service purchased by Customer will commence on the date that both parties have executed the applicable Pricing Schedule (unless a later commencement date is expressly set forth on such Pricing Schedule) and will continue for the period set forth on such Pricing Schedule and include any renewal, as described in this Section 11.1 (collectively, the "Subscription Term"). Each subscription will automatically renew for the renewal period specified on the applicable Pricing Schedule, if any, or, if not specified, for a period of one year unless either party notifies the other at least 30 days prior to the commencement of the renewal term that it does not intend to renew the Subscription Term.

11.2 Term and Termination. This Agreement shall continue in effect until terminated as set forth herein. This Agreement or any Statement of Work, if applicable, may be terminated (a) by either party if the other party materially breaches this Agreement and does not cure the breach within 30 days after receiving written notice thereof from the non-breaching party (except that such cure period shall be five days for breaches of Sections 2 or 10.0), or (b) as set forth in Section 8.1.

11.3 Effect. Upon any termination of this Agreement, without prejudice to any other rights or remedies which the parties may have under this Agreement, (a) all subscriptions, rights and obligations hereunder shall immediately cease; provided that Sections 6.0, 8.0 through 12.0 and 14.0 and

any other provisions with express survival language shall survive termination, and (b) Customer shall pay to Jive any outstanding Fees that have accrued prior to the date of termination. Customer will have access to Community Data stored in the Hosted Service during the Subscription Term and for 30 days thereafter ("Post- Termination Period"). Customer's access during the Post-Termination Period will be solely as necessary to permit Customer to transition the Community Data to an alternative solution or other location.

12.0 FEES AND PAYMENT.
    12.1 Fees. Subject to the terms and conditions below, all fees for subscriptions to the Hosted Service and Professional Services (collectively, the "Fees") will be set forth on the applicable Pricing Schedule.
    12.2 Payment Terms. Unless otherwise agreed to in writing by the parties, Customer will pay to Jive or the Reseller, as applicable, all undisputed Fees owed within 30 days of the date of the invoice pertaining thereto. Payments will be sent to the address included on the invoice and shall be in the currency of the United States. If Customer fails to pay all Fees in accordance with this section, Jive may, in its sole discretion, suspend use of the Solution until Jive has received all outstanding Fees. Customer shall be responsible for all applicable sales, use and other taxes other than taxes based on Jive's income. Each party is responsible for its own expenses under this Agreement unless set forth in an SOW or Pricing Schedule.

13.0 INSURANCE. Jive, at its own expense, will maintain at a minimum the following insurance coverages: (a) Commercial General Liability Insurance with coverage in an amount equal to or greater than US$2,000,000 per occurrence/aggregate, (b) Commercial Automobile Liability Insurance with coverage in an amount equal to or greater than US$1,000,000 per occurrence combined single limit, (c) Worker's Compensation Insurance with coverage complying with at least the statutory limits of coverage within the relevant state of employment, (d) Errors and Omissions Insurance with coverage in an amount equal to or greater than US$2,000,000 per claim/aggregate and (e) Umbrella/Excess Liability Insurance with coverage in an amount equal to or greater than US$5,000,000 per occurrence/aggregate.

14.0 MISCELLANEOUS. The parties are independent contractors with respect to each other, and nothing in this Agreement shall be construed as creating an employer-employee relationship, a partnership, agency relationship or a joint venture between the parties. Each party will be excused from any delay or failure in performance hereunder, other than the payment of money, caused by reason of any occurrence or contingency beyond its reasonable control, including but not limited to acts of God, earthquake, labor disputes and strikes, riots, war and governmental requirements (each a "Force Majeure Event"). The obligations and rights of the party so excused will be extended on a day to day basis for the duration of the Force Majeure Event. This Agreement applies to each party's users, representatives, officers, agents, employees and associated individuals. The terms of this Agreement shall be binding on the parties, and all successors to the foregoing. Neither party will assign, transfer or delegate its rights or obligations under this Agreement (in whole or in part) without the other party's prior written consent except pursuant to a transfer of all or substantially all of such party's business and assets, whether by merger, sale of assets, sale of stock, or otherwise. Jive may subcontract to a third party any of its performance obligations under the Agreement, including obligations related to the hosting, storage, or processing of Community Data. Any attempted assignment, transfer or delegation in violation of the foregoing shall be null and void. This Agreement shall be governed by the laws of the State of California, without regard to its conflict of laws rules. The exclusive venue and jurisdiction for any and all disputes, claims and controversies arising from or relating to this Agreement shall be the state or federal courts located in Santa Clara County, California. Each party waives any objection (on the grounds of lack of jurisdiction, forum non conveniens or otherwise) to the exercise of such jurisdiction over it by any such courts. The United Nations Convention on Contracts for the International Sale of Goods will not apply to the interpretation or enforcement of this Agreement. In the event that any provision of this Agreement conflicts with governing law or if any provision is held to be null, void or otherwise ineffective or invalid by a court of competent jurisdiction, such provision shall be deemed null and void only to the extent of such conflict or unenforceability and the remaining terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party. This Agreement includes any Pricing Schedules and/or SOWs agreed to by the parties in writing and all expressly referenced documents. Collectively the foregoing constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements or communications, including, without limitation, any quotations or proposals submitted by Jive. The terms on any purchase order or similar document submitted by Customer to Jive will have no effect and are hereby rejected. Unless otherwise expressly stated, all legal notices, consents and approvals under this Agreement must be delivered in writing by courier, by facsimile, or by certified or registered mail, (postage prepaid and return receipt requested) to the other party at its official headquarters to the attention of the chief legal officer and are deemed delivered when received.

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Addendum

The following terms and conditions supplement or modify the terms and conditions of the Agreement to the extent Customer has indicated on an applicable Pricing Schedule that Customer is subject to the laws of any of the countries (or any state of any of the countries) set out below. In the event of any inconsistencies between this Addendum and the provisions of the Agreement, this Addendum shall prevail. Unless expressly amended in this Addendum, the provisions of the Agreement shall remain in full force and effect.

All countries in the Europe, Middle East and Africa (EMEA) region, except for France and Germany

1.   Notwithstanding Section 2.2(b)(a), Customer may not reverse engineer or otherwise attempt to discover the source code of the Hosted Solution or any portion thereof except to the limited extent required to be permitted by mandatory applicable law notwithstanding contractual prohibition.

2.   Notwithstanding any provision of the Agreement to the contrary, neither party excludes or limits its liability for (i) personal injury or death caused by its negligence, (ii) fraud or fraudulent misrepresentation, or (iii) any other liability which may not lawfully be excluded or limited.

3.   In Section 9.0, the words "that such liability first arises" are replaced with:

"ON WHICH THE FIRST EVENT GIVING RISE TO SUCH LIABILITY ON THE PART OF SUCH PARTY OCCURS ("AGGREGATE LIABILITY CAP"). THIS MEANS THAT ONCE THE AGGREGATE LIABILITY CAP FOR A PARTY TO THIS AGREEMENT HAS BEEN REACHED, THAT PARTY SHALL (SUBJECT ONLY TO THE OTHER PROVISIONS OF THIS SECTION 9.0) HAVE NO FURTHER LIABILITY, REGARDLESS OF THE NUMBER OR SEVERITY OF LATER CLAIMS AND EVENTS THAT WOULD, BUT FOR THIS SECTION 9.0, GIVE RISE TO LIABILITY."

4.   In Section 14.0, the following is added: For the purposes hereof, "Bribery Act" means the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation; and "Prohibited Act" means (a) to directly or indirectly offer, promise or give any person working for or engaged by the other party a financial or other advantage to (i) induce that person to perform improperly a relevant function or activity; or (ii) reward that person for improper performance of a relevant function or activity; (b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or reward for improper performance of a relevant function or activity in connection with the Agreement; (c) committing any offense (i) under the Bribery Act; (ii) under legislation creating offences concerning fraudulent acts; (iii) at common law concerning fraudulent acts relating to this Agreement or any other contract between the parties; or (iv) defrauding, attempting to defraud or conspiring to defraud a party. Each party shall not, and shall procure that any of its related parties and its personnel shall not, in connection with the Agreement, commit a Prohibited Act and undertakes that it is not aware of any financial or other advantage being given to any person working for or engaged by the other party, or that an agreement has been reached to that effect, in connection with the entering into of the Agreement, excluding any arrangement of which full details have been disclosed in writing to the other party before entering into of the Agreement.

5.   Notwithstanding Section 14.0, the Agreement shall be governed by the laws of England. The exclusive venue and jurisdiction for any and all disputes, claims and controversies arising from or relating to the Agreement shall be the courts of England.

France:

1.   In Section 8.0, the terms "terminate this Agreement" are replaced with:

"terminate as of right ("*de plein droit*") without any judicial formalities".

2.   Section 9.0 is replaced with:

"NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY UNDER THIS AGREEMENT, FOR ANY INDIRECT DAMAGES (INCLUDING ANY DAMAGE TO BUSINESS REPUTATION, LOST PROFITS OR LOST DATA), WHETHER FORESEEABLE OR NOT AND WHETHER A PARTY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY'S AGGREGATE CUMULATIVE LIABILITY TO THE OTHER, IN CONNECTION WITH THIS AGREEMENT, INCLUDING THE SOLUTION, SERVICES AND INTELLECTUAL PROPERTY PROVIDED HEREUNDER SHALL NOT EXCEED, IN THE AGGREGATE THE TOTAL OF THE FEES ACTUALLY PAID AND THE FEES PAYABLE TO JIVE BY CUSTOMER UNDER THIS AGREEMENT DURING THE ONE YEAR PERIOD PRIOR TO THE DATE THAT SUCH LIABILITY FIRST ARISES. HOWEVER, THERE IS NO LIMITATION ON DIRECT LOSS, CLAIM OR DAMAGES ARISING AS A RESULT OF AN INFRINGEMENT OF EITHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, OR IN CONNECTION WITH A PARTY'S

INDEMNIFICATION OBLIGATIONS."

3.   In Section 11.2, the words "may be terminated" are replaced with:

"may be terminated as of right ("*de plein droit*") without any judicial formalities."

4.   In Section 12.2, after the words "Unless otherwise agreed to in writing by the parties including in a Pricing Schedule, Customer will pay to Jive or the Reseller, as applicable, all undisputed Fees owed within 30 days of the date of the invoice pertaining thereto", the following is added:

"In the event of failure to pay an invoice within this deadline, the unpaid amounts will give rise to the payment of late payment interest, equal to three (3) times the legal interest. Interest will begin to run on the day following the due date of the relevant invoice."

5.   In Section 12.2, after the words "All amounts payable shall be in the currency of the United States and any and all applicable sales, use and other taxes (other than taxes based on Jive's income) will be separately and specifically stated (and are the responsibility of Customer)", the following is added:

"Accordingly, if any amount to be paid under this Agreement to Jive or the Reseller, is subject to any deductions or withholdings for any present or future taxes, levies, imposts, duties, fees, charges, or liabilities imposed by any competent governmental authority then the Customer must pay an additional amount to Jive or the Reseller, as the case may be, as is necessary so that the net amount actually received by Jive or the Reseller after such deduction, payment or withholding will equal the full amount stated to be payable under this Agreement".

6.   Notwithstanding Section 14.0, this Agreement shall be governed by the laws of France. The exclusive venue and jurisdiction for any and all disputes, claims and controversies arising from or relating to this Agreement shall be the Commercial Court of Paris, France.

Germany:

1.   In Section 2.2 (a), after the words "Jive will make the Hosted Service and the related User documentation ("Documentation") available to Customer and its Users" the following words are added:

"on a non-perpetual basis"

2.   In Section 2.2 (b), after the words "Except as otherwise expressly permitted under this Agreement" the following words are added:

"or allowed according to §§ 69d et seq. of the German Copyright Act".

3.   In Section 2.2 (b), the following words are deleted:

"The Hosted Service is a "commercial item," as that term is defined at 48 C.F.R. 2.101 (OCT 1995), and more specifically is "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (SEPT 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (JUNE 1995), the Hosted Service is made available to U.S. Government End Users (i) only as a commercial end item and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions herein."

4.   In Section 4.1.1, the following words are deleted:

"Jive shall have the right to disclose Community Data to a third party only if required by law; provided that, to the extent permitted by law, Jive will: (a) promptly notify Customer of the order's terms and the circumstances surrounding its issuance; (b) consult in good faith with Customer regarding possible responses to the order and, if requested by Customer, make best efforts to narrow the order's scope, obtain a protective order from the court, or produce documents to the court or government body under seal with appropriate instructions regarding preservation of the Community Data confidentiality, if applicable; and (c) if disclosure is required to prevent Jive from being subjected to contempt sanctions or other penalties, disclose only the Community Data that, in the opinion of counsel reasonably satisfactory to Jive, is legally required to be disclosed, consistent with a reasonable interpretation of the order."

5.   In Section 5.0, the following words are deleted: "If Customer notifies Jive in writing within 30 days after a particular Deliverable is made available to Customer that the Deliverable does not conform to the requirements of the SOW, then Jive will, as Customer's sole

and exclusive remedy and Jive's sole liability, modify or replace the Deliverables at no cost to Customer."

6. If the Professional Services are regarded as works in terms of §§ 631 et seq. of the German Civil Code (Bürgerliches Gesetzbuch, "BGB"), any Defects in the Professional Services shall be remedied by Jive through free-of-charge removal of defects (repair) or replacement. If the defect cannot be remedied within a reasonable period, or if the repair or replacement has failed for other reasons, Customer may, at its discretion, either withdraw from the relevant SOW or reduce the fees for the Professional Services.

7. In section 7.1, the following words are added:

"Any warranty claims against Jive shall expire after one year provided that Jive did not cause a defect intentionally or in case of breach of a guarantee."

8. Section 9.0 is replaced with the following words:

"For damages with respect to injury to health, body or life caused by Jive, Jive's representatives or Jive's agents in the performance of the contractual obligations, Jive is fully liable. Jive is fully liable for damages caused willfully by Jive, Jive's representatives or Jive's agents in the performance of the contractual obligations. The same applies to damages which result from the absence of a quality which was guaranteed by Jive or to damages which result from malicious action of Jive. If damages, except for such cases covered by sentence no. 1 or sentence no. 4, with respect to a breach of a contractual core duty are caused by slight negligence, Jive is liable only for the amount of the damage which was typically foreseeable. Contractual core duties, abstractly, are such duties whose accomplishment enables proper fulfillment of the Agreement in the first place and whose fulfillment a contractual party regularly may rely on. Jive's liability based on the German Product Liability Act remains unaffected. Any further liability of Jive is excluded. The limitation period for claims for damages against Jive expires after one (1) year, except for such cases covered by sentences 1, 2 or 4."

9. In Section 10.0, the following words are added:

"The Receiving Party's obligation under this Section 10.0 shall expire five years after the term of this Agreement."

10. In Section 12.2, after the words "30 days of the date of" the following words are added:

"Customer's receipt of"

11. Notwithstanding Section 14.0, this Agreement shall be governed by the laws of Germany. The exclusive venue and jurisdiction for any and all disputes, claims and controversies arising from or relating to this Agreement shall be the courts of Hamburg, Germany.

All countries in the Japan and Asia Pacific (JAPAC) region

1. Section 2 of the recitals in the Agreement shall be amended to:

"BY ACCESSING OR USING THE BASE PLATFORM (AS DEFINED BELOW) WITHOUT AN APPLICABLE OTHER AGREEMENT OR BY OTHERWISE AGREEING IN WRITING TO THE TERMS AND CONDITIONS SET FORTH HEREIN, YOU HEREBY ACCEPT ALL THE TERMS AND CONDITIONS SET OUT HEREUNDER IN THIS LICENSE AND PROFESSIONAL SERVICES AGREEMENT FOR THE RIGHT TO USE THE SOLUTION AND RECEIVE PROFESSIONAL SERVICES (EACH AS DEFINED BELOW) PROVIDED BY JIVE SOFTWARE, INC., A DELAWARE CORPORATION ("WE" OR "JIVE") (THE "AGREEMENT")."

In Section 14.0 the following sentence is be added:

"A person who is not a party to this Agreement shall not be able to enforce any term in this Agreement under any laws purporting to grant such rights, which shall be excluded to the fullest extent permissible."

3. The following sentences shall be deleted from Section 14.0:

"This Agreement shall be governed by the laws of the State of California, without regard to its conflict of laws rules. The exclusive venue and jurisdiction for any and all disputes, claims and controversies arising from or relating to this Agreement shall be the state or federal courts located in Santa Clara County, California."

and be replaced with:

"The Customer acknowledges and agrees that in the event of any breach or threatened breach of this Agreement, Jive shall be authorized and entitled to seek, from any court of competent jurisdiction, preliminary and permanent injunctive relief in addition to any other rights or remedies to which Jive may be entitled. This Agreement shall be governed by and determined in accordance with the laws of the Republic of Singapore and the parties hereby submit to the non- exclusive jurisdiction of the courts of the Republic of Singapore."

Brazil:

1.   Section 2 of the recitals in the Agreement shall be amended to:
"BY ACCESSING OR USING THE HOSTED SERVICE (AS DEFINED BELOW) WITHOUT AN APPLICABLE OTHER AGREEMENT OR BY OTHERWISE AGREEING IN WRITING TO THE TERMS AND CONDITIONS SET FORTH HEREIN, YOU HEREBY ACCEPT ALL THE TERMS AND CONDITIONS SET FORTH IN THIS SUBSCRIPTION AGREEMENT BETWEEN JIVE SOFTWARE, INC., A DELAWARE CORPORATION ("WE" OR "JIVE") AND CUSTOMER (THE "AGREEMENT")."

2.   The following words shall be added to the beginning of Section 9.0:

"NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, NEITHER PARTY EXCLUDES OR LIMITS ITS LIABILITY FOR (I) WILLFUL MISCONDUCT, OR (II) ANY OTHER LIABILITY WHICH MAY NOT LAWFULLY BE EXCLUDED OR LIMITED."

3.   The following words shall be added to Section 9.0:

"CUSTOMER ACKNOWLEDGES AND AGREES THAT THE LIMITATIONS SET FORTH IN THIS SECTION 9.0 ARE ESSENTIAL ELEMENTS OF THIS AGREEMENT AND THAT IN THE ABSENCE OF SUCH LIMITATION THE PRICES AND OTHER TERMS PROVIDED FOR HEREIN WOULD BE SUBSTANTIALLY DIFFERENT."

4.   The following words shall be added to Section 14.0:

"For purposes of determining the governing law, the parties acknowledge that Jive is the proponent of this Agreement and of the business transactions embodied herein."

EXHIBIT A
To the Clickwrap Subscription Agreement

Jive Software Support Services
Terms and Conditions for Silver, Gold and Platinum Offerings

Jive shall provide support services in accordance with the terms of this Exhibit, which such terms may be amended from time to time by Jive. Jive currently offers 3 levels of Jive Customer Support ("JCS") Services: JCS Silver, JCS Gold and JCS Platinum. Except where noted below, all terms and conditions of this document shall apply to all levels of JCS Services required.

1.   Definitions.

"Cloud Release" means any progression, Update, or Upgrade of Jive's Hosted Service ("Cloud Solution"), and does not include version release numbers.

"Critical Release" means a progression of the 4th digit of the version release number in a four point version control system (e.g., v4.1.1.0 to v4.1.1.1). A Critical Release provides corrections to essential defects in the Solution, including by way of example only, fixes for a security vulnerability or a Solution stability problem, and may provide minimal modifications that do not substantially change the basic structure of the Solution.

"Escalation Manager" means a named Jive resource who will respond to, provide updates around, and drive toward resolution, any mutually agreed upon cases determined to be important to Customer's business objectives. The Escalation Manager is designated to support multiple accounts as a shared resource.

"General Release" means any Major Release, Maintenance Release or Critical Release.

"Maintenance Release" means a progression of the 3rd digit of the version release number in a four point version control system (e.g., v4.1.1.0 to v4.1.2.0). A Maintenance Release primarily provides corrections to defects in the Solution, and may provide minor improvements that do not substantially change the basic structure of the Solution.

"Major Release" means a progression of the 1st or 2nd digit of the version release number in a four point version control system (e.g., v4.1 to v4.2). A Major Release provides significant improvements and includes changes to the basic structure of the Solution, including, by way of example only, the inclusion of additional features, functionality, and corrections to defects in the Solution.

"Operations Review" means the service where Jive meets with Customer to review support and hosting metrics, critical issues, bug fixes, back-ports, recommendations and/or plans for upgrading, and other events that may affect Customer's use of the Jive instance.

"Premium Case Handling" means the service where Jive provides senior support representatives for Customer cases, and includes awareness of Customer specific information, and provides an increased focus to proactively drive cases toward resolution.

"Proactive Case Management" means the service provided where Jive provides a named resource to maintain Customer specific information, and proactively works with Jive personnel to assist and drive cases submitted to Jive toward resolution on Customer's behalf.

"Product Usage and Release Review" means the service where Jive meets with Customer to ensure purchased products and applicable hosting services are being leveraged by Customer, answer questions about the existing Jive products, and provide an update on Jive's current releases and newest features and functionality.

"Tactical Review" means the service provided for Platinum customers where Jive meets with Customer to review cases submitted the prior week, top issues that need to be addressed, and upcoming issues/events in the coming weeks.

"Technical Account Manager (TAM)" means a named Jive resource that provides accountability, internal customer advocacy, and customer focused management across departments to provide a holistic management structure on behalf of Customer. The TAM is designated to support multiple accounts as a shared resource.

"Update" means a patch, including Maintenance Releases and Critical Releases, issued by Jive to correct defects or deficiencies in the Solution or to provide minor modifications that do not substantially change the basic character or structure of the Solution.

"Upgrade" means an incremental release of the Base Platform, including Major Releases, which provides significant improvements (not merely corrections for Solution defects and deficiencies) and changes the basic character or structure of the Base Platform, including, by way of example only, the inclusion of additional features and/or functionality.

2.   Supported Versions of the Solution. Subject to Section 11, for a period of two years following the date that Jive initially makes available a Major Release, Jive shall provide JCS Services for each General Release of the Solution. Cloud Releases are supported for the Subscription Term. Jive recognizes that Customer may have legitimate business reasons for not upgrading to a new version of the

Solution   as soon as the version becomes available. However, Jive will not support old versions indefinitely. Jive's policy that sets out what   happens when old versions reach end-of-life is included below.

3. **Items Covered by JCS Services.**   JCS Services shall include:
    (a) online and phone support for all technical issues relating to the use of the Solution (including errors or problems with the Solution, issues during setup and assistance understanding specific features);
    (b) all General Releases and Cloud Releases as they become available.

4. **Items Not Covered by JCS Services.** Jive is not obligated to provide JCS Services for errors or problems caused by the following (each, an "Excluded Cause"):
    (a) third-party components not provided by Jive or contemplated within the Documentation;
    (b) any modifications to the Solution;
    (c) use of the Solution other than as described in the Documentation; or
    (d) continued use of a General Release of the Solution for which JCS Services are no longer provided in accordance with Section 2 above.

5. **Customer Obligations.** Customer agrees to provide Jive with all information and materials reasonably requested by Jive for use in replicating, diagnosing and correcting an error or other support issue with the Solution reported by Customer. Customer acknowledges that Jive's ability to provide satisfactory JCS Services is dependent on Jive having the information necessary to replicate the reported problem with the Solution. In submitting a service request (each individual request being a "Service Request") to Jive, Customer will send a complete and accurate report that includes (a) Customer name and on-site technical contact information; (b) version and maintenance release level of the Solution; (c) platform and version on which the Solution is running; (d) a reasonably detailed description of the request, together with any supporting information that Customer's engineers believe will assist Jive in its diagnostic process; (e) any error message(s) or other message(s) generated by the system in association with the request; (f) any applicable trace files and/or logs; (g) a test case or instructions necessary to demonstrate the request; (h) identification of any additional information (such as dumps, logs, etc.) that are, or can be made, available; and (i) the date and time that the Service Request is submitted to Jive. Customer acknowledges that the implementation of a General Releases provided by Jive may be necessary to ensure the proper operation of the Solution. Jive shall not have obligations under support services to remedy issues that will be fixed by implementation of that General Release.

6. **Contact Methods.** As stated in Section 3 above and subject to Section 8, Customer may create a Service Request with by any of the following methods: (a) online at the following URL: https://community.jivesoftware.com ("Online Support System"), (b) online postings available on Jive's Community Sites, (c) email at support@jivesoftware.com or (d) phone at 1.855.778.5483. WHILE JIVE WILL USE COMMERCIALLY REASONABLE EFFORTS TO RESPOND TO CUSTOMER'S REQUEST USING ALL OF THE ABOVE METHODS, JIVE ONLY GUARANTEES ITS INITIAL RESPONSE TIMES WHEN CONTACTED VIA THE ONLINE SUPPORT SYSTEM, EXCEPT THAT FOR PLATINUM LEVEL JCS SERVICES JIVE WILL RESPOND TO SERVICE REQUESTS WHEN JIVE IS CONTACTED VIA THE ONLINE SUPPORT SYSTEM AND/OR AT JIVE'S DESIGNATED PHONE NUMBER FOR CUSTOMER.

7. **Business Hours.** Jive's business hours are defined as 12:00 AM to 6:00 PM Pacific Time, Monday through Friday excluding holidays.

8. **Response Times.** If a Service Request is submitted to Jive, Jive shall comply with the response times set forth below based on the severity level of the particular request and the level of support for which Customer has purchased. For Service Requests submitted via any other method, Jive will use commercially reasonable efforts to comply with the following response times but does not guarantee such compliance.

Response Expectations	Criteria	Support Level	Initial Response Time	Resolution
Severity 1: Critical Business Impact	An issue that has significant to critical business impact on a production system, resulting in Customer's production system being either down, or functioning at a significantly reduced capacity when taken as a whole.	Silver	One (1) hour 24x7	Jive will use commercially reasonable efforts to resolve Severity 1 faults as soon as possible. To achieve this, Jive will work 24x7x365 until resolution. The resolution will be delivered to Customer as a work-around or as an emergency software fix. Upon Jive's delivery of an acceptable work-around or to the extent Customer is not able to assist with the resolution of the case, Jive reserves the right to reclassify the severity level.
		Gold	Thirty (30) minutes 24x7	
		Platinum	Thirty (30) minutes 24x7	
Severity 2: Significant Business Impact	An issue that has some business impact on a production system,	Silver	One (1) business day	Jive will use commercially reasonable efforts to resolve Severity 2 faults in the next Update of the Solution. If Jive
		Gold	Two (2) business hours	

	resulting in some functionality loss on Customer's production system. The Solution is	Platinum	Two (2) business hours	determines, in its sole discretion, that the requirement is unique to Customer's operations, Jive reserves the right to reclassify the severity
	generally usable, but does not provide a function in the most convenient or expeditious manner.			level.
Severity 3: Moderate Business Impact	An issue that has non-production questions including general usage questions, issues related to a non-production environment, or feature requests. There is no impact on the quality, performance or functionality on Customer's production system.	Silver	One (1) business day	Jive does not guarantee a resolution time for Severity 3 incidents.
		Gold	Four (4) business hours	
		Platinum	Four (4) business hours	

9. **Escalation Matrix.** Jive will escalate all open Severity 1 issues as set forth in the table below to facilitate proper attention and resource allocation for prompt resolution. Jive provides a vehicle to escalate non-Severity 1 cases via the Online Support System.

Level	Title	Escalation Point
1st Level	On-Call Support Manager	>4 hours
2nd Level	Director of Customer Support	> 1 day
3rd Level	VP of Client Services	> 2 days

10. **Premium Services.** Jive shall provide the following JCS premium services to Customer.

Service	JCS Gold	JCS Platinum
Proactive Case Management	Yes	Yes
Escalation Manager	Yes	Yes
Technical Account Manager	No	Yes
Operations Meetings	Quarterly	Monthly
Tactical Meeting	No	Weekly
Product Usage and Review Meeting	No	Quarterly
Premium Case Handling	No	Yes

11. **Term and Termination.** JCS Services will be provided for the term set forth on the relevant Pricing Schedule. Any termination of the master license agreement between Jive and Customer will automatically terminate JCS Services.

JIVE END OF LIFE POLICY

Jive Software makes every reasonable effort to ensure a high quality software experience for its customers. To that end, even the best software needs a chance to retire. This End of Life policy is intended to assist you in understanding our policies and plan for future releases while receiving the best possible Jive experience.

Software Release Identification

Jive Software's release process includes **Major**, **Maintenance**, or **Critical** releases.

A "**Major Release**" means a progression of the 1st or 2nd digit of the version release number in a four point version control system (e.g., **X.X**.x.x). A Major Release provides significant improvements and includes changes to the basic structure of the Solution, including, by way of example only, the inclusion of additional features, functionality, and corrections to defects in the Solution.

A "**Maintenance Release**" means a progression of the 3rd digit of the version release number in a four point version control system (e.g.,x.x.**X**.x). A Maintenance Release primarily provides corrections to defects in the Solution, and may provide minor improvements that do not substantially change the basic structure of the Solution.

A "**Critical Release"** means a progression of the 4th digit of the version release number in a four point version control system (e.g., x.x.x.**X**). A **Critical** Release provides corrections to essential defects in the Solution, including by way of example only, fixes for a security vulnerability or a Solution stability problem, and may provide minimal modifications that do not substantially change the basic structure of the Solution.

Software Release and End of Life Support Policy

Jive will provide support for on-premise and hosted software releases for a period of 24 months (2 years) following the date that Jive initially makes a Major Release generally available to customers. At the end of this 24 month period, the release will be considered to have reached its End of Life (EOL). Cloud Releases are supported for the Subscription Term.

Due to potential adverse impacts to and risks associated with the performance, functionality, use, and security of EOL versions of Jive, it is recommended that customers upgrade to a supported version prior to any EOL date. Should your version of Jive reach its End of Life, the following will apply:

Jive will:

- Accept support cases and will verify whether any issues submitted exist in the latest version of the product.

- Accept all support cases around upgrading to a supported version of the product.

Jive will not:

- Be subject to any Jive hosting uptime guarantee.

- Provide any Maintenance/Critical Releases (this includes emergency releases due to any security vulnerabilities).

- Perform Root Cause Analysis (RCA) behind any application based issues (any issues related to supported services and/or infrastructure will still be performed).

- Fix any bugs.

For current information about Jive Software versions and current End of Life dates, see: https://community.jivesoftware.com/docs/DOC-35149

For more information regarding upcoming releases, the Jive Release Schedule can be found online at: https://community.jivesoftware.com/docs/DOC-5415

Additionally, End of Life dates apply to both the core platform and to any associated services. Associated services typically relate to functionality that requires connectivity to services in Jive's cloud. The most common ones are (but not limited to): Cloud Search, Recommender, Mobile Gateway, Apps, Resonata, Jive Present, StreamOnce, and Totango (Jive Business Analytics).

While you may continue to use the core platform beyond the EOL date (though we strongly recommend upgrading to a newer release prior to any EOL), all associated services will reach their End of Life date 90 days after the Major Release EOL date. After the associated services reach their EOL, no improvements or bug fixes to the associated services will be released and access to these services may be downgraded, disrupted or discontinued. The degree of impact varies on a case-by-case basis, and Jive will provide details on any impact to the associated services prior to the EOL date.

"Associated Services" impact statements for specific Major Release versions of Jive will be referenced on the Jive Community at this document: https://community.jivesoftware.com/docs/DOC-35149

Benefits of Upgrading

Customers who upgrade to the most recent software versions have consistent access to Jive's most advanced product capabilities. While this approach requires customers to periodically upgrade, it still offers customers substantial flexibility and control over the timing of their upgrades.

Consider upgrading to Jive / Jive^X

Jive / Jive^X typically releases a few times throughout the year, historically every quarter, and allows immediate access to new functionality. When your Community is upgraded, you will immediately be able to use the new features well before they become available for Jive hosted and on-premise deployments.

Upgrades to Jive / Jive^X communities are performed by Jive employees and typically are completed with minimal downtime to your site. Site administrators are notified in advance of the planned maintenance windows.

Upgrade Planning

To plan for or discuss a future upgrade Jive has developed an Upgrade Planning Package engagement through our Professional Services team. For more information about this planning and strategy package please contact your Jive Account Manager.

Deprecation of Product Features

From time to time, Jive may need to deprecate product features. Product deprecation information is generally included in Major Release product release notes and related product announcements. You will find deprecation and feature removal notices in the Jive Customers Group, found here: https://community.jivesoftware.com/groups/jive-customers. While Jive will make reasonable efforts to communicate future feature deprecation, we reserve the right to deprecate, modify, or remove features from any future release without prior notification. For the purposes of this section, "deprecate" means to no longer support or provide additional improvements.

Communication of Policy Updates

Any future changes or updates to this policy will be communicated to Carahsoft Technology Corporation and Carahsoft Technology Corporation will deliver the revised policy to their GSA Contracting Officer

EXHIBIT B

To the Clickwrap Subscription Agreement

Jive Software Acceptable Use Policy

Last Updated February 18, 2014

THIS ACCEPTABLE USE POLICY CONTAINS LEGALLY BINDING TERMS APPLICABLE TO YOUR USE OF THE JIVE SOLUTION AND SERVICES, AS DEFINED HEREIN. IF YOU DO NOT AGREE TO THESE TERMS, YOU MAY NOT USE THE JIVE SOLUTION OR SERVICES.

Terms of Service/Acceptable Use Policy

1. GENERAL. This Acceptable Use Policy ("Jive AUP"), including without limitation the following list of prohibited uses described in Section 5 hereof ("Prohibited Uses"), governs the use of the software, hosting services, cloud services and other offerings (the "Offerings") made available by Jive Software, Inc. and/or its suppliers, affiliated companies and subsidiaries ("Jive"). This Jive AUP is an integral part of your agreement with Jive and is attached as an Exhibit to the EULA in which we provide you the right to access and use our Offerings. The purpose of this Jive AUP is to delineate the type of actions and content that are contrary to our mission and philosophies as well as to ensure that your use of our Offerings is in compliance with applicable laws, rules and regulations.

2. USER CONDUCT. This Jive AUP is intended to protect the Offerings, employees and customers of Jive, and any end-users from improper, inappropriate, abusive or illegal activity. The prohibited uses described in Section 4 below are intended as general guidelines regarding improper and inappropriate conduct, and should not be interpreted as an exhaustive list.

3. USAGE DATA. Jive may monitor, collect and use data pertaining to the use of the Solution and Services, provided that any such data collected will be anonymous without reference to the particular Customer, user or end-user. Jive may only use any such data for its internal research and development purposes and may only publicly disclose such data in an aggregated format that in no way identifies Customer or any particular User (e.g. Jive may disclose aggregate Page Views statistics for all of its hosted customers).

4. PROHIBITED USES.

(a) The Offerings may not be used for any of the following purposes:

• Transmission, distribution, retrieval or storage of any data or other material in violation of any applicable law or regulation. This prohibition includes, without limitation, material protected by copyright, trademark, trade secret or other intellectual property right used without proper authorization, and material that is obscene, defamatory, constitutes an illegal threat, or violates export control laws.

• Sending Unsolicited Bulk Email ("UBE" or "spam"). The sending of any form of UBE through the Solution or Services advertising a web site, landing page, email address or utilizing any Jive resources, is prohibited.

• Solicitation of a customer from, or to collect replies to messages sent from, another Internet Service Provider where those messages violate this Jive AUP or terms of service of any such provider.

• Running Unconfirmed Mailing Lists. Subscribing email addresses to any mailing list without the express and verifiable permission of the email address owner is prohibited. All mailing lists run by Jive customers must be closed-loop ("Confirmed Opt-in"). The subscription confirmation message received from each address owner must be kept on file for the duration of the existence of the mailing list.

(b) The Offerings may not be used to violate system or network security; such behavior may result in criminal or civil liability. You may not engage, without limitation, in the following activities:

• Gaining unauthorized access to, or attempting to compromise the normal functioning, operation or security of any network, system, computing facility, equipment, data or information.

• Engaging in any activities or behavior that may interfere with the ability of others to access or use the Solution, Services or the Internet or that is likely to result in retaliation against the Jive Solution or Services, Jive's employees, officers or other agents, including anything that results in any server being the target of a denial of service attack.

• Monitoring any data, information or communications on any network or system not owned by you without authorization.

• Gaining unauthorized access to the user accounts or passwords of other users of any system or network.

• Attempting to intercept, redirect or otherwise interfere with communications intended for others.

• Intentionally transmitting files or messages containing computer viruses or propagating worms, Trojan horses, or "spyware" programs.

• Uploading and storing information protected under the privacy or security regulations issued pursuant to the Health Insurance Portability and Accountability Act of 1996 or subject to the Health Information Technology for Economic and Clinical Health Act.

• Uploading drivers license numbers, passport numbers, social security, tax ID or similar numbers, bank, checking, credit card, debit card, financial, or other personal account numbers, and financial or health information.

- Unauthorized attempts to gain access to an account or computer not belonging to you, or purposely altering or forging your identity to gain such access. Sending any message or transmitting any electronic communication using a name or address other than your own for purposes of deception is prohibited. Impersonating someone else by altering your source IP address or by using forged headers or other identity information is prohibited. Fraudulently concealing, forging or otherwise falsifying your identity in connection with any use of the Solution or Services.

- Load testing, probing, scanning, penetration or vulnerability testing of the Services or environment, including without limitation the Hosting Services, to test scalability.

- Collecting or using email addresses, screen names or other identifiers without the consent of the person identified (including, without limitation, phishing, Internet scamming, password robbery, spidering, and harvesting).

5. CUSTOMER RESPONSIBILITIES. You are responsible for the activities of your end-users and you will ensure that your agents or representatives and end-users abide by this policy. To the extent legally permissible, complaints about your agents, representatives, and end users will be forwarded to Customer's administrator for action. If violations of the Jive AUP occur, Jive reserves the right to suspend the Offering or take action to stop the offending action from violating Jive's Policy as Jive deems appropriate.

6. COOPERATION WITH INVESTIGATIONS. Our policy is that we will not disclose your data to any third party without your express written consent unless we are required to do so under applicable laws. Nevertheless, Jive will cooperate with appropriate law enforcement and other governmental agencies and other parties involved in investigating claims of illegal or inappropriate activity, and shall have no liability to you or any third party for any actions taken in connection with such cooperation. You must assist us in these matters when requested.

7. NOTIFICATION OF VIOLATION. If you become aware of any violation of this Jive AUP by any person, including end-users or third parties, you must immediately notify Jive via e-mail at legal@jivesoftware.com, or through your designated Account Manager at Jive.

8. CONTACT US

If you have questions or concerns related to this Acceptable Use Policy please contact Jive as follows: Attn: General Counsel

Jive Software, Inc.

915 SW Stark Street, Suite 200

Portland, OR 97205.

Or email: legal@jivesoftware.com

BY ACCESSING OR USING THE BASE PLATFORM (AS DEFINED BELOW) WITHOUT AN APPLICABLE OTHER AGREEMENT OR BY OTHERWISE AGREEING IN WRITING TO THE TERMS AND CONDITIONS SET FORTH HEREIN, YOU SUBMIT TO JIVE SOFTWARE, INC., A DELAWARE CORPORATION ("WE" OR "JIVE"), AN OFFER TO OBTAIN THE RIGHT TO USE THE SOLUTION AND RECEIVE PROFESSIONAL SERVICES (EACH AS DEFINED BELOW) UNDER THE PROVISIONS OF THIS LICENSE AND PROFESSIONAL SERVICES AGREEMENT (THE "AGREEMENT").

YOU HEREBY AGREE THAT YOU HAVE THE REQUISITE AUTHORITY, POWER AND RIGHT TO FULLY BIND THE PERSON AND/OR ENTITIE(S) (COLLECTIVELY, THE "CUSTOMER") WISHING TO USE THE SOLUTION LISTED ON THE ORDER CONFIRMATION PAGE, PRICING SCHEDULE, QUOTE AND/OR INVOICE (EACH A "PRICING SCHEDULE") WHICH JIVE OR ONE OF ITS AUTHORIZED RESELLERS (A "RESELLER") PROVIDES TO CUSTOMER IN CONNECTION WITH THE PURCHASE OF LICENSES TO THE SOLUTION AND RECEIPT OF PROFESSIONAL SERVICES DESCRIBED BELOW. THE TERMS OF EACH ORDERING DOCUMENT WILL SET FORTH THE SPECIFIC TERMS OF THE ORDER BUT ALL APPLICABLE TERMS AND CONDITIONS BELOW SHALL APPLY.

IF YOU DO NOT HAVE THE AUTHORITY TO BIND THE CUSTOMER OR YOU OR THE CUSTOMER DO NOT AGREE TO ANY OF THE TERMS BELOW, JIVE IS UNWILLING TO PROVIDE THE SOLUTION OR PROFESSIONAL SERVICES TO THE CUSTOMER, AND YOU SHOULD NOT ACCEPT THE TERMS OF THIS AGREEMENT AND YOU SHOULD DISCONTINUE THE ORDER, DOWNLOAD AND/OR INSTALLATION PROCESS AND NOT REQUEST ANY PROFESSIONAL SERVICES.

1.0 ORDERING. Under this Agreement Customer may order from Jive or one of its authorized resellers (each a "Reseller") (a) licenses to Jive's standard platform software offerings ("Base Platform"), and those Modules (defined in Section 2.1(b) below) made available by Jive and/or its suppliers, (b) related support and maintenance services ("Support Services"), and/or (c) consulting, implementation or other professional services (collectively "Professional Services"). The Base Platform and any Modules acquired by Customer pursuant to Section 2.1(b) are collectively referred to as the "Solution". The specifics of each Customer order will be set forth on a Pricing Schedule that references this Agreement and is executed by both parties. Customer's execution of a Pricing Schedule constitutes a binding commitment to purchase the items described on the Pricing Schedule under the terms and conditions of this Agreement. All mutually executed Pricing Schedules are incorporated herein by reference.

2.0 SOFTWARE, LICENSE GRANTS AND RESTRICTIONS.

2.1 Versions; Module; Jive Apps Market.

(a) *Types.* Each Pricing Schedule will specify whether the Solution acquired thereunder is to be used as an Internal or External version. With a license to an "Internal" version, Customer is authorized to create and maintain a Community (defined below) for use within Customer's organization solely by authorized individual, non-concurrent users ("Users") that are employees or specific individual independent contractors of Customer. With an "External" license, Customer is authorized to create and maintain a Community for use primarily by Users who are not employees or independent contractors of Customer (e.g. members of the general public). Customer will use the Solution for the intended version type set forth in the Pricing Schedule. A "Community" is an online virtual community of Users that (i) contains a collective, shared repository for user, group data, and search functionality and (ii) permits access to the underlying database by only one unique instance of the Solution. Each license to either the Internal or External version of the Solution permits Customer to access and use the Solution in connection with a single Community.

(b) *Module.* Jive may make available to Customer certain optional functionality which may be provided as a separate stand-alone module or as a plug-in (each a "Module"). Certain Modules may require that Customer agree to additional terms, which will be mutually agreed upon in advance in writing such as in a Pricing Schedule. Any additional or separate pricing associated with a Module will be set forth in a Pricing Schedule or otherwise agreed to by the parties in writing. Certain Modules are provided on a hosted software-as-a-service basis.

2.2 License Grants.

(a) *Executable Code.* Subject to the terms of this Agreement, including the applicable license implementation described in Section 2.3 below, and during the License Term (as defined in Section 10.1), Jive grants to Customer a limited, worldwide, non-exclusive, non-transferable license, without sublicense rights (except as set forth in subsection (b) below), to (i) install (1) the Solution (in executable format and except as stated below) on Customer's server and (2) any related plug-ins or components on, as applicable, Customer's server or Users' personal computers, (ii) use and permit Users to use the Solution (including any plug-ins or components) in connection with the creation and maintenance of a Community as described in Section 2.1(a), and (iii) use and make a reasonable number of copies of any written instructions found at https://www.jivesoftware.com/services-support/customer-support/documentation ("Documentation"). Certain Modules are provided on a hosted software-as-a-service basis. The Solution is deemed accepted upon delivery of the license key, provided that such acceptance shall not in any way impact the warranties set forth in Section 6.1. Upon mutual execution of a Pricing Schedule, Jive will make the Solution available to Customer for download using a password protected account on Jive's website.

(b) *Sublicense Rights.* Jive grants to Customer the right to sublicense the usage rights granted hereunder with respect to the Solution, subject to the terms of this Agreement, to a subcontractor to provide outsourced Professional Services to Customer in connection with Customer's authorized

use of the Solution. Customer shall be liable for any breach of this Agreement by such subcontractor(s).

2.3 **License Implementation Types**. The Solution is available for license under the following implementations types. The relevant Pricing Schedule will designate the form of the Solution implementation the Customer will receive.

(a) *User License.* Customer may permit use of the Solution by no more than the number of Users specified in the relevant Pricing Schedule. Customer may order additional User licenses from Jive in accordance with the ordering process set forth in Section 1.0. To the extent that any licenses have been purchased and are in effect ("Existing Licenses") at the time that Customer subsequently purchases additional User licenses (collectively, "Additional Licenses"), then the License Term pertaining to the Additional Licenses shall equal the period of time remaining on the then-current License Term pertaining to the Existing Licenses so that the License Term for all licenses shall be coterminous, regardless of when purchased and subject to payment of additional Fees for such Additional Licenses, as set forth in the applicable Pricing Schedule.

(b) *User View License.* Customer may permit use of the Solution by an unlimited number of Users, but such usage shall be subject to the restrictions on the number of monthly User Views specified in the relevant Pricing Schedule.

(i) As used herein, a "User View" means each request from a Customer or its Users for a visually displayed impression of content presented by the Solution, including HTML content and asynchronous requests within the Solution

(ii) Each applicable Pricing Schedule shall set forth a table of monthly User View ranges (i.e., 0-500,000 or 500,001 to 1,000,000 monthly User Views) (each, a "User View Range") and the initial estimated fee payable by Customer for use of the Solution in connection with a single Community for the applicable License Term, (the "User View License Fee"). The User View License Fee will be based upon Customer's anticipated and designated User View Range as set forth on the Pricing Schedule ("Designated User View Range"). The User View License Fee shall be payable in advance of the initial License Term or applicable renewal License Term in accordance with Section 12.2.

(iii) On a monthly basis during the License Term, Jive shall track and make available to Customer a report summarizing the total number of actual User Views during the preceding month ("Monthly User Views").

(d) *Excess Usage.* At the end of each calendar quarter during the License Term, Jive will review Customer's current licensed User count and/or Monthly User Views, as applicable, and to the extent that Customer has exceeded the usage agreed upon in the Pricing Schedule ("Excess Usage"), Jive will invoice Customer for:

(i) the number of Users exceeding the number of licensed Users on a pro rata basis for the balance of the License Term Length. Such additional User licenses must be purchased in blocks of 25 and will be coterminous to the end of the then current License Term.

(ii) excess Fees based upon the difference between the applicable Monthly Charge for the Designated User View Range and the actual User View Range.

Customer shall pay to Jive, in accordance with Section 11.2 below, all Excess Usage Fees, plus an overage charge equal to 20% of the Excess Usage Fee.

2.4 **Additional License Restrictions.** Except as otherwise expressly permitted under this Agreement, Customer agrees not to: (a) reverse engineer or otherwise attempt to discover the source code of or trade secrets embodied in the Solution or any portion thereof; (b) distribute, transfer, grant sublicenses to, or otherwise make available the Solution (or any portion thereof) to third parties (other than authorized Users in connection with providing access to the applicable Community), including, but not limited to, making such Solution available (i) through resellers or other distributors, or (ii) as an application service provider, service bureau, or rental source; (c) create modifications to or derivative works of the Solution; (d) reproduce the Solution except that Customer may make archival copies of the Solution solely for backup purposes; (e) attempt to modify, alter, or circumvent the license control and protection mechanisms within the Solution; (f) use or transmit the Solution in violation of any applicable law, rule or regulation, including any data privacy or data protection laws, (g) intentionally access, use, or copy any portion of the Documentation or the Solution (including the logic and/or architecture thereof and any trade secrets included therein) to directly or indirectly develop, promote, distribute, sell or support any product or service that is competitive with the Solution or (h) remove, obscure or alter any copyright notices or any name, trademark, service mark, tagline, hyperlink or other designation included on any display screen within the Solution ("Jive Marks"). Except for the sublicense rights granted under Section 2.2(b), Customer shall not permit any third party to perform any of the foregoing actions and shall be responsible for all damages and liabilities incurred as a result of such actions. The Solution is a "commercial item," as that term is defined at 48 C.F.R. 2.101 (OCT 1995), and more specifically is "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (SEPT 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (JUNE 1995), the Solution is provided to U.S. Government End Users (i) only as a commercial end item and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions herein.

2.5 **Bankruptcy.** All licenses granted pursuant to this Agreement are, for purposes of Section 365(n) of the U.S. Bankruptcy Code, deemed to be licenses of rights to "intellectual property" as defined under Section 101 of the U.S. Bankruptcy Code. In any bankruptcy or insolvency proceeding involving Jive, Customer, as licensee of such rights, will retain and fully exercise all of its rights and elections under the U.S. Bankruptcy Code, which will apply notwithstanding conflict of law principles.

3.0 **SUPPORT AND MAINTENANCE.** Jive offers the following levels of Support Services: JCS Silver, JCS Gold or JCS Platinum. JCS Silver Support Services are included without any additional charge to Customer. Customer may elect to upgrade to JCS Gold or JCS Platinum for additional Fees as set forth in a Pricing Schedule. Jive will provide Support Services at the applicable level during the License Term in accordance with the Jive Software Support Services Terms and Conditions for Silver, Gold and Platinum Offerings (the "Support Terms") attached as **Exhibit A** .

4.0 **PROFESSIONAL SERVICES.** Pursuant to a mutually executed statement of work ("SOW"), Jive will perform Professional Services and provide the object code, flow charts, documentation, information, reports, test results, findings, or any works and other materials developed by Jive for Customer identified as "deliverables" under the scope of an SOW ("Deliverables"). Each SOW will include the particulars of each Professional Services engagement. In a timely manner, Customer will provide all assistance reasonably requested by Jive in connection with the Professional Services. If Customer notifies Jive in writing within 30 days after a particular Deliverable is made available to Customer that the Deliverable does not conform to the requirements of the SOW, then Jive will, as Customer's sole and exclusive remedy and Jive's sole liability, modify or replace the Deliverables at no cost to Customer.

5.0 **PROPRIETARY RIGHTS.** As between the parties, Jive and its suppliers will retain all ownership rights in and to the Jive Marks, the Solution, the Documentation, Jive Confidential Information, all Updates and Upgrades (as defined in the Support Terms), all Modules, all Deliverables (except to the extent they include pre-existing Customer Confidential Information or intellectual property) and other derivative works of the Solution and/or Documentation that are provided by Jive, and all intellectual property rights incorporated into or related to the foregoing. Customer acknowledges that the goodwill associated with the Jive Marks belongs exclusively to Jive. All rights not expressly licensed by Jive under this Agreement are reserved. As

between the parties hereto, Customer will retain all ownership rights in and to all Customer Confidential Information, all pre-existing Customer intellectual property, and all content made available by Customer and Users through the Solution ("Community Data"). Customer's rights to the Deliverables shall be the same as its rights to the Solution. Jive may use without limitation any suggestions, recommendations or other feedback provided by Customer regarding the Solution.

6.0 WARRANTIES AND DISCLAIMER.

    6.1 Warranties. Jive warrants that (a) it will perform all Professional Services in a professional manner consistent with industry standards and practices, and (b) the Solution, as delivered and when used in accordance with the Documentation, (i) will perform in all material respects as specified in such Documentation for the first 90 days of the initial license term (as defined in the Pricing Schedule), and (ii) will not contain, any back door, time bomb, Trojan horse, worm, drop dead device, virus, preventative routines or other computer software routines intentionally designed to permit unauthorized access to or use of either the Solution's or Customer's computer systems ("Viruses"). In the event of any breach of the warranties in subsections (a) or b(i) above, Jive shall, as its sole liability and Customer's sole remedy, diligently remedy any deficiencies promptly after its receipt of written notice from Customer. Jive will not be liable to the extent that any breach of the foregoing warranties are caused by (1) third-party components or services (including in combination with the Solution) not provided by Jive; (2) modifications to the Solution, other than Updates or Upgrades; (3) unauthorized use or use of the Solution other than in accordance with the Documentation, (4) Viruses introduced by Customer or its agents or Users, or (5) continued use of the Solution by Customer after Jive notifies Customer, pursuant to Section 7.0, to discontinue use of the Solution due to a claim, allegation or proceeding of third party infringement and provides a non-infringing version that remains functionally equivalent (collectively, "Exclusions").

    6.2 Disclaimers. THE EXPRESS WARRANTIES IN SECTION 6.1 ARE THE EXCLUSIVE WARRANTIES OFFERED BY JIVE AND ALL OTHER CONDITIONS AND WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY CONDITIONS OR WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, ACCURACY, QUIET ENJOYMENT, TITLE, MERCHANTABILITY AND THOSE THAT ARISE FROM ANY COURSE OF DEALING OR COURSE OF PERFORMANCE ARE HEREBY DISCLAIMED. JIVE DOES NOT WARRANT THAT CUSTOMER'S USE OF THE SOLUTION WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ERRORS WILL BE CORRECTED.

7.0 INDEMNIFICATION.

    7.1 Jive Indemnity. Jive will defend at its own expense any action against Customer brought by a third party to the extent that the action is based upon a claim that the Solution infringes any copyright, trademark, or misappropriates any trade secret rights to the extent any of the foregoing are recognized in the United States, Canada, or any member country within the European Union. Jive will pay those costs and damages finally awarded against Customer in any such action that are specifically attributable to such claim or those costs and damages agreed to in a monetary settlement of such action. If the Solution (or any component thereof) becomes, or in Jive's opinion is likely to become, the subject of an infringement claim, Jive may, at its option and expense, either (x) procure for Customer the right to continue exercising the rights licensed to Customer in this Agreement, or (y) replace or modify the Solution so that it becomes non-infringing and remains functionally equivalent. If neither of the foregoing options are, in Jive's reasonable opinion, commercially reasonable, Jive may terminate this Agreement and will refund to Customer a pro-rata portion of any applicable prepaid Fees. Notwithstanding the foregoing, Jive will have no obligation under this Section 7.1 or otherwise with respect to any infringement claim based upon any Exclusions. Customer will have the right, at its own expense, to participate in the defense of any claim of infringement. This Section 7.1 states Jive's entire liability and Customer's sole and exclusive remedy for infringement or misappropriation claims and actions.

    7.2 Customer Indemnity. Customer will defend at its own expense any action against Jive brought by a third party to the extent that the action (including but not limited to any governmental investigations, complaints, and actions) relates to Community Data, including but not limited to infringement or misappropriation any third party's intellectual property rights or violation of applicable law. Customer will pay those costs and damages finally awarded against Jive in any such action that are specifically attributable to such claim or those costs and damages agreed to in a monetary settlement of such action.

    7.3 Process. The foregoing obligations are conditioned on (i) the indemnified party notifying the other party in writing of an action, proceeding, or other claim by a third party no later than 30 days after first receiving notice of such action and must provide copies of all communications, notices and/or other actions relating to the action; (ii) giving the indemnifying party sole control of the defense thereof and any related settlement negotiations, provided that such defense shall be conducted in a manner that is not adverse to the indemnified party's interests (the indemnified party may employ its own counsel at its own expense to assist it with respect to any such claim); (iii) the indemnified party's compliance with this Agreement; and (iv) the indemnified party acting in accordance with the reasonable instructions of the other party, cooperating and, upon reasonable request and at the expense of the indemnifying party, assisting in such defense.

8.0 LIMITATIONS ON LIABILITY. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY, WHETHER UNDER THEORY OF CONTRACT, TORT OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, OR SPECIAL DAMAGES (INCLUDING ANY DAMAGE TO BUSINESS REPUTATION, LOST PROFITS OR LOST DATA), WHETHER FORESEEABLE OR NOT AND WHETHER A PARTY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY'S AGGREGATE CUMULATIVE LIABILITY TO THE OTHER, IN CONNECTION WITH THIS AGREEMENT, INCLUDING THE SOLUTION, SERVICES AND INTELLECTUAL PROPERTY PROVIDED HEREUNDER SHALL NOT EXCEED, IN THE AGGREGATE AND REGARDLESS OF WHETHER UNDER THEORY OF CONTRACT, TORT OR OTHERWISE, THE TOTAL OF THE FEES ACTUALLY PAID AND THE FEES PAYABLE TO JIVE BY CUSTOMER UNDER THIS AGREEMENT DURING THE ONE YEAR PERIOD PRIOR TO THE DATE THAT SUCH LIABILITY FIRST ARISES. HOWEVER, THERE IS NO LIMITATION ON DIRECT LOSS, CLAIM OR DAMAGES ARISING AS A RESULT OF AN INFRINGEMENT OF EITHER PARTY'S INTELLECTUAL PROPERTY RIGHTS OR IN CONNECTION WITH A PARTY'S INDEMNIFICATION OBLIGATIONS.

9.0 CONFIDENTIALITY. "Confidential Information" means, with respect to a party (the "Disclosing Party"), all non-public confidential information pertaining to such party's business and includes Community Data. Jive and Customer will comply with this Section 9.0 when exchanging Confidential Information under this Agreement. Confidential Information will be designated and/or marked as confidential when disclosed, provided that any information that the party receiving such information (the "Receiving Party") knew or reasonable should have known, under the circumstances, was considered confidential or proprietary by the Disclosing Party, will be considered Confidential Information of the Disclosing Party even if not designated or marked as such. The Receiving Party shall preserve the confidentiality of the Disclosing Party's Confidential Information and treat such Confidential Information with at least the same degree of care that Receiving Party uses to protect its own Confidential Information, but not less than a reasonable standard of care. The Receiving Party will use the Confidential Information of the Disclosing Party only to exercise rights and perform obligations under this Agreement. Confidential Information of the Disclosing Party will be disclosed only to those employees and contractors of the Receiving Party with a need to know such information. The Receiving Party shall not be liable to the Disclosing Party for the release of Confidential Information if such information: (a) was known to the Receiving Party on or before Effective Date without restriction as to use or disclosure; (b) is

released into the public domain through no fault of the Receiving Party; (c) was independently developed solely by the employees of the Receiving Party who have not had access to Confidential Information; or (d) is divulged pursuant to any legal proceeding or otherwise required by law, provided that, to the extent legally permissible, the Receiving Party will notify the Disclosing Party promptly of such required disclosure and reasonably assists the Disclosing Party in efforts to limit such required disclosure.

10.0 TERM, TERMINATION AND EFFECT.

10.1 License Duration; Renewals. The term of each license to the Solution purchased by Customer will commence on the date that both parties have executed the applicable Pricing Schedule, (unless a later commencement date is expressly set forth on such Pricing Schedule) and will continue for the period set forth on such Pricing Schedule and include any renewal, as described in this Section 10.1 (collectively, the "License Term"). Each Solution license will automatically renew for the renewal period specified on the applicable Pricing Schedule, if any, or, if not specified, for a period of one year unless either party notifies the other at least 30 days prior to the commencement of the renewal term that it does not intend to renew the License Term.

10.2 Term and Termination. This Agreement shall continue in effect until terminated as set forth herein. This Agreement or any SOW, if applicable, may be terminated (a) by either party if the other party materially breaches this Agreement and does not cure the breach within 30 days after receiving written notice thereof from the non-breaching party (except that such cure period shall be five days for breaches of Sections 2.0 or 9.0), or (b) as set forth in Section 7.1.

10.3 Effect. Upon any termination of this Agreement, without prejudice to any other rights or remedies which the parties may have under this Agreement, (a) all rights licensed and obligations required hereunder shall immediately cease; provided that Sections 2.4, 5.0 through 11.0, 14.0 and 15.0 and any other provisions with express survival language shall survive termination, (b) Customer will promptly delete and destroy all instances of the Solution in its possession or control, and (c) Customer shall pay to Jive any outstanding Fees that have accrued prior to the date of termination. Customer will have access to Community Data stored in the Solution for 30 days after expiration or termination of this Agreement for the sole purpose of copying such Community Data off the Solution.

11.0 FEES AND PAYMENT.

11.1 Fees. Subject to the terms and conditions below, all fees for licenses to the Base Platform, Modules, Support Services, and/or Professional Services (collectively, the "Fees") will be set forth on the applicable Pricing Schedule.

11.2 Payment Terms. Unless otherwise agreed to in writing by the parties, Customer will pay to Jive or the Reseller, as applicable, all undisputed Fees owed within 30 days of the date of the invoice pertaining thereto. Payments will be sent to the address included on the invoice and shall be in the currency of the United States. . If Customer fails to pay all applicable Fees in accordance with this section, Jive may, in its sole discretion, suspend use of the Solution until Jive has received all outstanding Fees. Customer shall be responsible for all applicable sales, use and other taxes other than taxes based on Jive's income. Each party is responsible for its own expenses under this Agreement unless otherwise set forth in an SOW or Pricing Schedule.

12.0 INSURANCE. Jive, at its own expense, will maintain at a minimum the following insurance coverages: (a) Commercial General Liability Insurance with coverage in an amount equal to or greater than US$2,000,000 per occurrence/aggregate, (b) Commercial Automobile Liability Insurance with coverage in an amount equal to or greater than US$1,000,000 per occurrence combined single limit, (c) Worker's Compensation Insurance with coverage complying with at least the statutory limits of coverage within the relevant state of employment, (d) Errors and Omissions Insurance with coverage in an amount equal to or greater than US$2,000,000 per claim/aggregate and (e) Umbrella/Excess Liability Insurance with coverage in an amount equal to or greater than US$5,000,000 per occurrence/aggregate. Jive will provide Customer with necessary documentation, including certificates of insurance, evidencing the required coverage, if requested in writing.

13.0 AUDIT. Not more than once each year, Jive will have the right to perform an audit to verify that Customer is using the Solution in compliance with this Agreement. The audit will be performed during normal business hours upon not less than 15 days' prior written notice to Customer. The audit will be conducted at Jive's sole cost and expense and will be subject to reasonable security and access restrictions. Customer will be permitted to have Customer personnel present during the audit. If an audit conducted under this Section discloses that Customer has underpaid by more than 5% any license Fees payable under this Agreement during the period covered by the audit, Customer will pay Jive the amount of that underpayment and, in addition, will reimburse Jive's reasonable and actual costs for that audit.

14.0 USAGE DATA. Jive may collect and use data pertaining to the Customer's use of the Hosted Service, including (a) observing and reporting to Customer on Customer's use of the Hosted Service, (b) for its internal research and development purposes, and (c) identifying trends and publishing reports or results on its findings provided that the reports or results include aggregated data that does not identify Customer or any particular User (e.g. Jive may disclose aggregate User Views statistics for all of its hosted customers).

15.0 MISCELLANEOUS. The parties are independent contractors with respect to each other, and nothing in this Agreement shall be construed as creating an employer-employee relationship, a partnership, agency relationship or a joint venture between the parties. Each party will be excused from any delay or failure in performance hereunder, other than the payment of money, caused by reason of any occurrence or contingency beyond its reasonable control, including but not limited to acts of God, earthquake, labor disputes and strikes, riots, war and governmental requirements (each a "Force Majeure Event"). The obligations and rights of the party so excused will be extended on a day-to-day basis for the period of time equal to that of the underlying cause of the delay. This Agreement controls the actions of all party representatives, officers, agents, employees and associated individuals. The terms of this Agreement shall be binding on the parties, and all successors to the foregoing. Neither party will assign, transfer or delegate its rights or obligations under this Agreement (in whole or in part) without the other party's prior written consent except pursuant to a transfer of all or substantially all of such party's business and assets, whether by merger, sale of assets, sale of stock, or otherwise. Jive may subcontract to a third party any of its performance obligations under the Agreement, including obligations related to the hosting, storage, or processing of Community Data. Any attempted assignment, transfer or delegation in violation of the foregoing shall be null and void. This Agreement shall be governed by the laws of the State of California, without regard to its conflict of laws rules. The exclusive venue and jurisdiction for any and all disputes, claims and controversies arising from or relating to this Agreement shall be the state or federal courts located in Santa Clara County, California. Each party waives any objection (on the grounds of lack of jurisdiction, forum non conveniens or otherwise) to the exercise of such jurisdiction over it by any such courts. The United Nations Convention on Contracts for the International Sale of Goods will not apply to the interpretation or enforcement of this Agreement. In the event that any provision of this Agreement conflicts with governing law or if any provision is held to be null, void or otherwise ineffective or invalid by a court of competent jurisdiction, such provision shall be deemed null and void only to the extent of such conflict or unenforceability and the remaining terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other

provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party. This Agreement includes any Addenda and Pricing Schedules agreed to by the parties in writing and all expressly referenced documents. Collectively the foregoing constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements or communications, including, without limitation, any quotations or proposals submitted by Jive. The terms on any purchase order or similar document submitted by Customer to Jive will have no effect and are hereby rejected. Unless otherwise expressly stated, all legal notices, consents and approvals under this Agreement must be delivered in writing by courier, by facsimile, or by certified or registered mail, (postage prepaid and return receipt requested) to the other party at its official headquarters to the attention of the chief legal officer and are deemed delivered when received.

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Addendum

The following terms and conditions supplement or modify the terms and conditions of the Agreement, as set out above, to the extent Customer has indicated on an applicable Pricing Schedule that Customer is subject to the laws of any of the countries (or any state of any of the countries) set out below. In the event of any inconsistencies between this Addendum and the provisions of the Agreement, this Addendum shall prevail. Unless expressly amended in this Addendum, the provisions of the Agreement shall remain in full force and effect.

All countries in the Europe, Middle East and Africa (EMEA) region, except for France and Germany

1.   Notwithstanding Section 2.4(a), Customer may not reverse engineer or otherwise attempt to discover the source code of the Solution or any portion thereof except to the limited extent required to be permitted by mandatory applicable law notwithstanding contractual prohibition.

2.   Notwithstanding any provision of the Agreement to the contrary, neither party excludes or limits its liability for (i) personal injury or death caused by its negligence, (ii) fraud or fraudulent misrepresentation, or (iii) any other liability which may not lawfully be excluded or limited.

3.   In Section 8.0, the words "that such liability first arises" are replaced with the words:

"ON WHICH THE FIRST EVENT GIVING RISE TO SUCH LIABILITY ON THE PART OF SUCH PARTY OCCURS ("AGGREGATE LIABILITY CAP"). THIS MEANS THAT ONCE THE AGGREGATE LIABILITY CAP FOR A PARTY TO THIS AGREEMENT HAS BEEN REACHED, THAT PARTY SHALL (SUBJECT ONLY TO THE OTHER PROVISIONS OF THIS SECTION 8.0) HAVE NO FURTHER LIABILITY, REGARDLESS OF THE NUMBER OR SEVERITY OF LATER CLAIMS AND EVENTS THAT WOULD, BUT FOR THIS SECTION 8.0, GIVE RISE TO LIABILITY."

4.   In Section 14.0, the following is added: For the purposes hereof, "Bribery Act" means the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation; and "Prohibited Act" means (a) to directly or indirectly offer, promise or give any person working for or engaged by the other party a financial or other advantage to (i) induce that person to perform improperly a relevant function or activity; or (ii) reward that person for improper performance of a relevant function or activity; (b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or reward for improper performance of a relevant function or activity in connection with the Agreement; (c) committing any offense (i) under the Bribery Act; (ii) under legislation creating offences concerning fraudulent acts; (iii) at common law concerning fraudulent acts relating to this Agreement or any other contract between the parties; or (iv) defrauding, attempting to defraud or conspiring to defraud a party. Each party shall not, and shall procure that any of its related parties and its personnel shall not, in connection with the Agreement, commit a Prohibited Act and undertakes that it is not aware of any financial or other advantage being given to any person working for or engaged by the other party, or that an agreement has been reached to that effect, in connection with the entering into of the Agreement, excluding any arrangement of which full details have been disclosed in writing to the other party before entering into of the Agreement.

5.   Notwithstanding Section 15.0, The Agreement shall be governed by the laws of England. The exclusive venue and jurisdiction for any and all disputes, claims and controversies arising from or relating to the Agreement shall be the courts of England.

France:

1.   In Section 7.0 the words "terminate this Agreement" are replaced with the following wording:

"terminate as of right ("*de plein droit*") without any judicial formalities".

2.   Section 8.0 is replaced with:

"NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY UNDER THIS AGREEMENT, FOR ANY INDIRECT DAMAGES (INCLUDING ANY DAMAGE TO BUSINESS REPUTATION, LOST PROFITS OR LOST DATA), WHETHER FORESEEABLE OR NOT AND WHETHER A PARTY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY'S AGGREGATE CUMULATIVE LIABILITY TO THE OTHER, IN CONNECTION WITH THIS AGREEMENT, INCLUDING THE SOLUTION, SERVICES AND INTELLECTUAL PROPERTY PROVIDED HEREUNDER SHALL NOT EXCEED, IN THE AGGREGATE THE TOTAL OF THE FEES ACTUALLY PAID AND THE FEES PAYABLE TO JIVE BY CUSTOMER UNDER THIS AGREEMENT DURING THE ONE YEAR PERIOD PRIOR TO THE DATE THAT SUCH LIABILITY FIRST ARISES. HOWEVER, THERE IS NO LIMITATION ON DIRECT LOSS, CLAIM OR DAMAGES ARISING AS A RESULT OF AN INFRINGEMENT OF EITHER PARTY'S INTELLECTUAL PROPERTY RIGHTS OR IN CONNECTION WITH A PARTY'S

INDEMNIFICATION OBLIGATIONS."

3.   In Section 10.2, the words "may be terminated" are replaced with:

"may be terminated as of right ("*de plein droit*") without any judicial formalities."

4.   In Section 11.2, after the words "Unless otherwise agreed to in writing by the parties including in a Pricing Schedule, Customer will pay to Jive or the Reseller, as applicable, all undisputed Fees owed within 30 days of the date of the invoice pertaining thereto", the following is added:

"In the event of failure to pay an invoice within this deadline, the unpaid amounts will give rise to the payment of late payment interest, equal to three (3) times the legal interest. Interest will begin to run on the day following the due date of the relevant invoice."

5.   In Section 11.2, after the words "All amounts payable shall be in the currency of the United States and any and all applicable sales, use and other taxes (other than taxes based on Jive's income) will be separately and specifically stated (and are the responsibility of Customer)", the following is added:

"Accordingly, if any amount to be paid under this Agreement to Jive or the Reseller, is subject to any deductions or withholdings for any present or future taxes, levies, imposts, duties, fees, charges, or liabilities imposed by any competent governmental authority then the Customer must pay an additional amount to Jive or the Reseller, as the case may be, as is necessary so that the net amount actually received by Jive or the Reseller after such deduction, payment or withholding will equal the full amount stated to be payable under this Agreement".

6.   Notwithstanding Section 15.0, This Agreement shall be governed by the laws of France. The exclusive venue and jurisdiction for any and all disputes, claims and controversies arising from or relating to this Agreement shall be the Commercial Court of Paris, France.

Germany:

1.   In Section 2.2 (a), after the words "Jive grants to Customer a" the word "non-perpetual" is added.

2.   In Section 2.4, after the words "Except as otherwise expressly permitted under this Agreement" the following words are added:

"or allowed according to §§ 69d et seq. of the German Copyright Act".

3.   In Section 2.4, the following words are deleted:

"The Solution is a "commercial item," as that term is defined at 48 C.F.R. 2.101 (OCT 1995), and more specifically is "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (SEPT 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (JUNE 1995), the Solution is provided to U.S. Government End Users (i) only as a commercial end item and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions herein."

4.   In Section 4.0, the following words are deleted: "If Customer notifies Jive in writing within 30 days after a particular Deliverable is made available to Customer that the Deliverable does not conform to the requirements of the SOW, then Jive will, as Customer's sole and exclusive remedy and Jive's sole liability, modify or replace the Deliverables at no cost to Customer."

5.   If the Professional Services are regarded as works in terms of §§ 631 et seq. of the German Civil Code (Bürgerliches Gesetzbuch, "BGB"), any Defects in the Professional Services shall be remedied by Jive through free-of-charge removal of defects (repair) or replacement. If the defect cannot be remedied within a reasonable period, or if the repair or replacement has failed for other reasons, Customer may, at its discretion, either withdraw from the relevant SOW or reduce the fees for the Professional Services.

6.   In section 6.1, the following words are added:

"Any warranty claims against Jive shall expire after one year provided that Jive did not cause a defect intentionally or in case of breach of a guarantee."

7.   Section 8.0 is replaced with the following words:

"For damages with respect to injury to health, body or life caused by Jive, Jive's representatives or Jive's agents in the performance of the contractual obligations, Jive is fully liable. Jive is fully liable for damages caused willfully by Jive, Jive's representatives or Jive's

agents in the performance of the contractual obligations. The same applies to damages which result from the absence of a quality which was guaranteed by Jive or to damages which result from malicious action of Jive. If damages, except for such cases covered by sentence no. 1 or sentence no. 4, with respect to a breach of a contractual core duty are caused by slight negligence, Jive is liable only for the amount of the damage which was typically foreseeable. Contractual core duties, abstractly, are such duties whose accomplishment enables proper fulfillment of the Agreement in the first place and whose fulfillment a contractual party regularly may rely on. Jive's liability based on the German Product Liability Act remains unaffected. Any further liability of Jive is excluded. The limitation period for claims for damages against Jive expires after one (1) year, except for such cases covered by sentences 1, 2 or 4."

8.   In Section 9.0, the following words are added:

"The Receiving Party's obligation under this Section 9.0 shall expire five years after the term of this Agreement."

9.   In Section 11.2, after the words "30 days of the date of" the following words are added:

"Customer's receipt of"

10.   Notwithstanding Section 15.0, This Agreement shall be governed by the laws of Germany. The exclusive venue and jurisdiction for any and all disputes, claims and controversies arising from or relating to this Agreement shall be the courts of Hamburg, Germany.

All countries in the Japan and Asia Pacific (JAPAC) region

1.   Section 2 of the recitals in the Agreement shall be amended to:

"BY ACCESSING OR USING THE BASE PLATFORM (AS DEFINED BELOW) WITHOUT AN APPLICABLE OTHER AGREEMENT OR BY OTHERWISE AGREEING IN WRITING TO THE TERMS AND CONDITIONS SET FORTH HEREIN, YOU HEREBY ACCEPT ALL THE TERMS AND CONDITIONS SET OUT HEREUNDER IN THIS LICENSE AND PROFESSIONAL SERVICES AGREEMENT FOR THE RIGHT TO USE THE SOLUTION AND RECEIVE PROFESSIONAL SERVICES (EACH AS DEFINED BELOW) PROVIDED BY JIVE SOFTWARE, INC., A DELAWARE CORPORATION ("WE" OR "JIVE") (THE "AGREEMENT")."

2.   Section 15.0 of the Agreement shall be amended as follows:

   a.   The following sentence shall be deleted:

   "This Agreement may be executed in counterparts."

   b.   The following sentence shall be added:

   "A person who is not a party to this Agreement shall not be able to enforce any term in this Agreement under any laws purporting to grant such rights, which shall be excluded to the fullest extent permissible."

   c.   The following sentences shall be deleted :

   "This Agreement shall be governed by the laws of the State of California, without regard to its conflict of laws rules. The exclusive venue and jurisdiction for any and all disputes, claims and controversies arising from or relating to this Agreement shall be the state or federal courts located in Santa Clara County, California."

   and be replaced with:

   "The Customer acknowledges and agrees that in the event of any breach or threatened breach of this Agreement, Jive shall be authorized and entitled to seek, from any court of competent jurisdiction, preliminary and permanent injunctive relief in addition to any other rights or remedies to which Jive may be entitled. This Agreement shall be governed by and determined in accordance with the laws of the Republic of Singapore and the parties hereby submit to the non-exclusive jurisdiction of the courts of the Republic of Singapore."

Brazil:

1.   Section 2 of the recitals in the Agreement shall be amended to:

"BY ACCESSING OR USING THE BASE PLATFORM (AS DEFINED BELOW) WITHOUT AN APPLICABLE OTHER AGREEMENT OR BY OTHERWISE AGREEING IN WRITING TO THE TERMS AND CONDITIONS SET FORTH HEREIN, YOU HEREBY ACCEPTS ALL THE TERMS AND CONDITIONS SET FORTH IN THIS LICENSE AND PROFESSIONAL SERVICES AGREEMENT

BETWEEN JIVE SOFTWARE, INC., A DELAWARE CORPORATION ("WE" OR "JIVE") AND CUSTOMER (THE "AGREEMENT")."

2.   The following words shall be added to the beginning of Section 8.0:

"NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, NEITHER PARTY EXCLUDES OR LIMITS ITS LIABILITY FOR (I) WILLFUL MISCONDUCT, OR (II) ANY OTHER LIABILITY WHICH MAY NOT LAWFULLY BE EXCLUDED OR LIMITED."

3.   The following words shall be added to Section 8.0:

"CUSTOMER ACKNOWLEDGES AND AGREES THAT THE LIMITATIONS SET FORTH IN THIS SECTION 8.0 ARE ESSENTIAL ELEMENTS OF THIS AGREEMENT AND THAT IN THE ABSENCE OF SUCH LIMITATION THE PRICES AND OTHER TERMS PROVIDED FOR HEREIN WOULD BE SUBSTANTIALLY DIFFERENT."

4.   The following words shall be added to Section 15.0:

"For purposes of determining the governing law, the parties acknowledge that Jive is the proponent of this Agreement and of the business transactions embodied herein."

Jive Software Support Services
Terms and Conditions for Silver, Gold and Platinum Offerings

Jive shall provide support services in accordance with the terms of this Exhibit, which such terms may be amended from time to time by Jive. Jive currently offers 3 levels of Jive Customer Support ("JCS") Services: JCS Silver, JCS Gold and JCS Platinum. Except where noted below, all terms and conditions of this document shall apply to all levels of JCS Services required.

1. Definitions.

"Cloud Release" means any progression, Update, or Upgrade of Jive's Hosted Service ("Cloud Solution"), and does not include version release numbers.

"Critical Release" means a progression of the 4th digit of the version release number in a four point version control system (e.g., v4.1.1.0 to v4.1.1.1). A Critical Release provides corrections to essential defects in the Solution, including by way of example only, fixes for a security vulnerability or a Solution stability problem, and may provide minimal modifications that do not substantially change the basic structure of the Solution.

"Escalation Manager" means a named Jive resource who will respond to, provide updates around, and drive toward resolution, any mutually agreed upon cases determined to be important to Customer's business objectives. The Escalation Manager is designated to support multiple accounts as a shared resource.

"General Release" means any Major Release, Maintenance Release or Critical Release.

"Maintenance Release" means a progression of the 3rd digit of the version release number in a four point version control system (e.g., v4.1.1.0 to v4.1.2.0). A Maintenance Release primarily provides corrections to defects in the Solution, and may provide minor improvements that do not substantially change the basic structure of the Solution.

"Major Release" means a progression of the 1st or 2nd digit of the version release number in a four point version control system (e.g., v4.1 to v4.2). A Major Release provides significant improvements and includes changes to the basic structure of the Solution, including, by way of example only, the inclusion of additional features, functionality, and corrections to defects in the Solution.

"Operations Review" means the service where Jive meets with Customer to review support and hosting metrics, critical issues, bug fixes, back-ports, recommendations and/or plans for upgrading, and other events that may affect Customer's use of the Jive instance.

"Premium Case Handling" means the service where Jive provides senior support representatives for Customer cases, and includes awareness of Customer specific information, and provides an increased focus to proactively drive cases toward resolution.

"Proactive Case Management" means the service provided where Jive provides a named resource to maintain Customer specific information, and proactively works with Jive personnel to assist and drive cases submitted to Jive toward resolution on Customer's behalf.

"Product Usage and Release Review" means the service where Jive meets with Customer to ensure purchased products and applicable hosting services are being leveraged by Customer, answer questions about the existing Jive products, and provide an update on Jive's current releases and newest features and functionality.

"Tactical Review" means the service provided for Platinum customers where Jive meets with Customer to review cases submitted the prior week, top issues that need to be addressed, and upcoming issues/events in the coming weeks.

"Technical Account Manager (TAM)" means a named Jive resource that provides accountability, internal customer advocacy, and customer focused management across departments to provide a holistic management structure on behalf of Customer. The TAM is designated to support multiple accounts as a shared resource.

"Update" means a patch, including Maintenance Releases and Critical Releases, issued by Jive to correct defects or deficiencies in the Solution or to provide minor modifications that do not substantially change the basic character or structure of the Solution.

"Upgrade" means an incremental release of the Base Platform, including Major Releases, which provides significant improvements (not merely corrections for Solution defects and deficiencies) and changes the basic character or structure of the Base Platform, including, by way of example only, the inclusion of additional features and/or functionality.

2. Supported Versions of the Solution.
Subject to Section 11, for a period of two years following the date that Jive initially makes available a Major Release, Jive shall provide JCS Services for each General Release of the Solution. Cloud Releases are supported for the Subscription Term. Jive recognizes that Customer may have legitimate business reasons for not upgrading to a new version of the Solution as soon as the version becomes available. However, Jive will not support old versions indefinitely. Jive's policy that sets out

3. **Items Covered by JCS Services.** JCS Services shall include:
   (a) online and phone support for all technical issues relating to the use of the Solution (including errors or problems with the Solution, issues during setup and assistance understanding specific features);
   (b) all General Releases and Cloud Releases as they become available.

4. **Items Not Covered by JCS Services.** Jive is not obligated to provide JCS Services for errors or problems caused by the following (each, an "Excluded Cause"):
   (a) third-party components not provided by Jive or contemplated within the Documentation;
   (b) any modifications to the Solution;
   (c) use of the Solution other than as described in the Documentation; or
   (d) continued use of a General Release of the Solution for which JCS Services are no longer provided in accordance with Section 2 above.

5. **Customer Obligations.** Customer agrees to provide Jive with all information and materials reasonably requested by Jive for use in replicating, diagnosing and correcting an error or other support issue with the Solution reported by Customer. Customer acknowledges that Jive's ability to provide satisfactory JCS Services is dependent on Jive having the information necessary to replicate the reported problem with the Solution. In submitting a service request (each individual request being a "Service Request") to Jive, Customer will send a complete and accurate report that includes (a) Customer name and on-site technical contact information; (b) version and maintenance release level of the Solution; (c) platform and version on which the Solution is running; (d) a reasonably detailed description of the request, together with any supporting information that Customer's engineers believe will assist Jive in its diagnostic process; (e) any error message(s) or other message(s) generated by the system in association with the request; (f) any applicable trace files and/or logs; (g) a test case or instructions necessary to demonstrate the request; (h) identification of any additional information (such as dumps, logs, etc.) that are, or can be made, available; and (i) the date and time that the Service Request is submitted to Jive. Customer acknowledges that the implementation of a General Releases provided by Jive may be necessary to ensure the proper operation of the Solution. Jive shall not have obligations under support services to remedy issues that will be fixed by implementation of that General Release.

6. **Contact Methods.** As stated in Section 3 above and subject to Section 8, Customer may create a Service Request with by any of the following methods: (a) online at the following URL: https://community.jivesoftware.com ("Online Support System"), (b) online postings available on Jive's Community Sites, (c) email at support@jivesoftware.com or (d) phone at 1.855.778.5483. WHILE JIVE WILL USE COMMERCIALLY REASONABLE EFFORTS TO RESPOND TO CUSTOMER'S REQUEST USING ALL OF THE ABOVE METHODS, JIVE ONLY GUARANTEES ITS INITIAL RESPONSE TIMES WHEN CONTACTED VIA THE ONLINE SUPPORT SYSTEM, EXCEPT THAT FOR PLATINUM LEVEL JCS SERVICES JIVE WILL RESPOND TO SERVICE REQUESTS WHEN JIVE IS CONTACTED VIA THE ONLINE SUPPORT SYSTEM AND/OR AT JIVE'S DESIGNATED PHONE NUMBER FOR CUSTOMER.

7. **Business Hours.** Jive's business hours are defined as 12:00 AM to 6:00 PM Pacific Time, Monday through Friday excluding holidays.

8. **Response Times.** If a Service Request is submitted to Jive, Jive shall comply with the response times set forth below based on the severity level of the particular request and the level of support for which Customer has purchased. For Service Requests submitted via any other method, Jive will use commercially reasonable efforts to comply with the following response times but does not guarantee such compliance.

Response Expectations	Criteria	Support Level	Initial Response Time	Resolution
Severity 1: Critical Business Impact	An issue that has significant to critical business impact on a production system, resulting in Customer's production system being either down, or functioning at a significantly reduced capacity when taken as a whole.	Silver	One (1) hour 24x7	Jive will use commercially reasonable efforts to resolve Severity 1 faults as soon as possible. To achieve this, Jive will work 24x7x365 until resolution.

The resolution will be delivered to Customer as a work-around or as an emergency software fix. Upon Jive's delivery of an acceptable work-around or to the extent Customer is not able to assist with the resolution of the case, Jive reserves the right to reclassify the severity level. |
		Gold	Thirty (30) minutes 24x7	
		Platinum	Thirty (30) minutes 24x7	
Severity 2: Significant Business Impact	An issue that has some business impact on a production system,	Silver	One (1) business day	Jive will use commercially reasonable efforts to resolve Severity 2 faults in the next Update of the Solution. If Jive
		Gold	Two (2) business hours	

	resulting in some functionality loss on Customer's production system. The Solution is	Platinum	Two (2) business hours	determines, in its sole discretion, that the requirement is unique to Customer's operations, Jive reserves the right to reclassify the severity
	generally usable, but does not provide a function in the most convenient or expeditious manner.			level.
Severity 3: Moderate Business Impact	An issue that has non-production questions including general usage questions, issues related to a non-production environment, or feature requests. There is no impact on the quality, performance or functionality on Customer's production system.	Silver	One (1) business day	Jive does not guarantee a resolution time for Severity 3 incidents.
		Gold	Four (4) business hours	
		Platinum	Four (4) business hours	

9. **Escalation Matrix.** Jive will escalate all open Severity 1 issues as set forth in the table below to facilitate proper attention and resource allocation for prompt resolution. Jive provides a vehicle to escalate non-Severity 1 cases via the Online Support System.

Level	Title	Escalation Point
1st Level	On-Call Support Manager	>4 hours
2nd Level	Director of Customer Support	> 1 day
3rd Level	VP of Client Services	> 2 days

10. **Premium Services.** Jive shall provide the following JCS premium services to Customer.

Service	JCS Gold	JCS Platinum
Proactive Case Management	Yes	Yes
Escalation Manager	Yes	Yes
Technical Account Manager	No	Yes
Operations Meetings	Quarterly	Monthly
Tactical Meeting	No	Weekly
Product Usage and Review Meeting	No	Quarterly
Premium Case Handling	No	Yes

11. **Term and Termination.** JCS Services will be provided for the term set forth on the relevant Pricing Schedule. Any termination of the master license agreement between Jive and Customer will automatically terminate JCS Services.

JIVE END OF LIFE POLICY

Jive Software makes every reasonable effort to ensure a high quality software experience for its customers. To that end, even the best software needs a chance to retire. This End of Life policy is intended to assist you in understanding our policies and plan for future releases while receiving the best possible Jive experience.

Software Release Identification

Jive Software's release process includes **Major**, **Maintenance**, or **Critical** releases.

A "**Major Release**" means a progression of the 1st or 2nd digit of the version release number in a four point version control system (e.g., **X.X**.x.x). A Major Release provides significant improvements and includes changes to the basic structure of the Solution, including, by way of example only, the inclusion of additional features, functionality, and corrections to defects in the Solution.

A "**Maintenance Release**" means a progression of the 3rd digit of the version release number in a four point version control system (e.g.,x.x.**X**.x). A Maintenance Release primarily provides corrections to defects in the Solution, and may provide minor improvements that do not substantially change the basic structure of the Solution.

A "**Critical Release"** means a progression of the 4th digit of the version release number in a four point version control system (e.g., x.x.x.**X**). A **Critical** Release provides corrections to essential defects in the Solution, including by way of example only, fixes for a security vulnerability or a Solution stability problem, and may provide minimal modifications that do not substantially change the basic structure of the Solution.

Software Release and End of Life Support Policy

Jive will provide support for on-premise and hosted software releases for a period of 24 months (2 years) following the date that Jive initially makes a Major Release generally available to customers. At the end of this 24 month period, the release will be considered to have reached its End of Life (EOL). Cloud Releases are supported for the Subscription Term.

Due to potential adverse impacts to and risks associated with the performance, functionality, use, and security of EOL versions of Jive, it is recommended that customers upgrade to a supported version prior to any EOL date. Should your version of Jive reach its End of Life, the following will apply:

Jive will:

- Accept support cases and will verify whether any issues submitted exist in the latest version of the product.

- Accept all support cases around upgrading to a supported version of the product.

Jive will not:

- Be subject to any Jive hosting uptime guarantee.

- Provide any Maintenance/Critical Releases (this includes emergency releases due to any security vulnerabilities).

- Perform Root Cause Analysis (RCA) behind any application based issues (any issues related to supported services and/or infrastructure will still be performed).

- Fix any bugs.

For current information about Jive Software versions and current End of Life dates, see: https://community.jivesoftware.com/docs/DOC-35149

For more information regarding upcoming releases, the Jive Release Schedule can be found online at: https://community.jivesoftware.com/docs/DOC-5415

Additionally, End of Life dates apply to both the core platform and to any associated services. Associated services typically relate to functionality that requires connectivity to services in Jive's cloud. The most common ones are (but not limited to): Cloud Search, Recommender, Mobile Gateway, Apps, Resonata, Jive Present, StreamOnce, and Totango (Jive Business Analytics).

While you may continue to use the core platform beyond the EOL date (though we strongly recommend upgrading to a newer release prior to any EOL), all associated services will reach their End of Life date 90 days after the Major Release EOL date. After the associated services reach their EOL, no improvements or bug fixes to the associated services will be released and access to these services may be downgraded, disrupted or discontinued. The degree of impact varies on a case-by-case basis, and Jive will provide details on any impact to the associated services prior to the EOL date.

"Associated Services" impact statements for specific Major Release versions of Jive will be referenced on the Jive Community at this document: https://community.jivesoftware.com/docs/DOC-35149

Benefits of Upgrading

Customers who upgrade to the most recent software versions have consistent access to Jive's most advanced product capabilities. While this approach requires customers to periodically upgrade, it still offers customers substantial flexibility and control over the timing of their upgrades.

Consider upgrading to Jive / Jive^X

Jive / Jive^X typically releases a few times throughout the year, historically every quarter, and allows immediate access to new functionality. When your Community is upgraded, you will immediately be able to use the new features well before they become available for Jive hosted and on-premise deployments.

Upgrades to Jive / Jive^X communities are performed by Jive employees and typically are completed with minimal downtime to your site. Site administrators are notified in advance of the planned maintenance windows.

Upgrade Planning

To plan for or discuss a future upgrade Jive has developed an Upgrade Planning Package engagement through our Professional Services team. For more information about this planning and strategy package please contact your Jive Account Manager.

Deprecation of Product Features

From time to time, Jive may need to deprecate product features. Product deprecation information is generally included in Major Release product release notes and related product announcements. You will find deprecation and feature removal notices in the Jive Customers Group, found here: https://community.jivesoftware.com/groups/jive-customers. While Jive will make reasonable efforts to communicate future feature deprecation, we reserve the right to deprecate, modify, or remove features from any future release without prior notification. For the purposes of this section, "deprecate" means to no longer support or provide additional improvements.

Communication of Policy Updates

Any future changes or updates to this policy will be communicated to Carahsoft Technology Corporation and Carahsoft Technology Corporation will deliver the revised policy to their GSA Contracting Officer.

NOTE: THIS AGREEMENT WILL ONLY APPLY TO THE EXTENT THAT NO BINDING AGREEMENT, WRITTEN OR ELECTRONIC, (THE "OTHER AGREEMENT") IS ALREADY IN PLACE BETWEEN CUSTOMER (DEFINED BELOW) AND JIVE SOFTWARE, INC. PERTAINING TO THE SOFTWARE PRODUCT TO WHICH THIS AGREEMENT APPLIES OR RELATED PROFESSIONAL SERVICES (AS DEFINED BELOW). TO THE EXTENT THAT ANY OTHER AGREEMENT IS IN EFFECT, THEN SUCH OTHER AGREEMENT WILL GOVERN CUSTOMER'S DOWNLOAD AND USE OF THE SOLUTION AND RECEIPT OF HOSTING SERVICES AND/OR PROFESSIONAL SERVICES AND THIS AGREEMENT WILL NOT APPLY EVEN IF YOU ARE REQUIRED TO CLICK THE BOX AFFIRMING YOUR CONSENT TO THE TERMS OF THIS AGREEMENT.

BY ACCESSING OR USING THE BASE PLATFORM (AS DEFINED BELOW) WITHOUT AN APPLICABLE OTHER AGREEMENT OR BY OTHERWISE AGREEING IN WRITING TO THE TERMS AND CONDITIONS SET FORTH HEREIN, YOU SUBMIT TO JIVE SOFTWARE, INC., A DELAWARE CORPORATION ("WE" OR "JIVE"), AN OFFER TO OBTAIN THE RIGHT TO USE THE SOLUTION AND RECEIVE HOSTING SERVICES AND/OR PROFESSIONAL SERVICES (EACH AS DEFINED BELOW) UNDER THE PROVISIONS OF THIS LICENSE, HOSTING AND PROFESSIONAL SERVICES AGREEMENT (THE "AGREEMENT").

YOU HEREBY AGREE THAT YOU HAVE THE REQUISITE AUTHORITY, POWER AND RIGHT TO FULLY BIND THE PERSON AND/OR ENTITIE(S) (COLLECTIVELY, THE "CUSTOMER") WISHING TO USE THE SOLUTION LISTED ON THE ORDER CONFIRMATION PAGE, PRICING SCHEDULE, QUOTE AND/OR INVOICE (EACH A "PRICING SCHEDULE") WHICH JIVE OR ONE OF ITS AUTHORIZED RESELLERS (A "RESELLER") PROVIDES TO CUSTOMER IN CONNECTION WITH THE PURCHASE OF LICENSES TO THE SOLUTION AND RECEIPT OF HOSTING SERVICES AND/OR PROFESSIONAL SERVICES DESCRIBED BELOW. THE TERMS OF EACH ORDERING DOCUMENT WILL SET FORTH THE SPECIFIC TERMS OF THE ORDER BUT ALL APPLICABLE TERMS AND CONDITIONS BELOW SHALL APPLY.

IF YOU DO NOT HAVE THE AUTHORITY TO BIND THE CUSTOMER OR YOU OR THE CUSTOMER DO NOT AGREE TO ANY OF THE TERMS BELOW, JIVE IS UNWILLING TO PROVIDE THE SOLUTION, HOSTING SERVICES OR PROFESSIONAL SERVICES TO THE CUSTOMER, AND YOU SHOULD DISCONTINUE THE ORDER, DOWNLOAD AND/OR INSTALLATION PROCESS AND NOT REQUEST ANY HOSTING SERVICES OR PROFESSIONAL SERVICES.

1.0 ORDERING. Under this Agreement Customer may order from Jive or one of its authorized resellers (each a "Reseller") (a) licenses to Jive's standard platform software offerings ("Base Platform"), and those Modules (defined in Section 2.1(b) below) made available by Jive and/or its suppliers, (b) related support and maintenance services ("Support Services"), (c) related hosting services ("Hosting Services") and/or (d) consulting, implementation or other professional services (collectively "Professional Services"). The Base Platform and any Modules acquired by Customer pursuant to Section 2.1(b) are collectively referred to as the "Solution". The specifics of each Customer order will be set forth on a Pricing Schedule that references this Agreement and is executed by both parties. Customer's execution of a Pricing Schedule constitutes a binding commitment to purchase the items described on the Pricing Schedule under the terms and conditions of this Agreement. All mutually executed Pricing Schedules are incorporated herein by reference.

2.0   SOFTWARE, LICENSE GRANTS AND RESTRICTIONS.
    2.1   Versions; Modules; Jive Apps Market.
        (a) Types. Each Pricing Schedule will specify whether the Solution acquired thereunder is to be used as an Internal or External version. With a subscription to an "Internal" version, Customer is authorized to create and maintain a Community (defined below) for use within Customer's organization solely by authorized individual, non-concurrent users ("Users") that are employees or specific individual independent contractors of Customer. With an "External" license, Customer is authorized to create and maintain a Community for use primarily by Users who are not employees or independent contractors of Customer (e.g., members of the general public). Customer will use the Solution for the intended version type set forth in the Pricing Schedule. A "Community" is an online virtual community of Users that (i) contains a collective, shared repository for user, group data, and search functionality and (ii) permits access to the underlying database by only one unique instance of the Solution. Each license to either the Internal or External version of the Solution permits Customer to access and use the Solution in connection with a single Community.
        (b) Module. Jive may make available to Customer certain optional functionality which may be provided as a separate stand-alone module or as an extension (each a "Module"). Certain Modules may require that Customer agree to additional terms, which will be mutually agreed upon in advance in writing such as in a Pricing Schedule. Any additional or separate pricing associated with a Module will be set forth on a Pricing Schedule or otherwise agreed to by the parties in writing. Certain Modules are provided on a hosted software-as-a-service basis.
    2.2   License Grants.
        (a) License. Subject to the terms of this Agreement, including the applicable license implementation described in Section 2.3, and during the License Term (as defined in Section 11.1), Jive grants to Customer a limited, worldwide, non-exclusive, non-transferable license, without sublicense rights (except as set forth in subsection (b) below), to (i) access, use, perform and display the Solution within a single, non-production version of the Solution for development and testing purposes only (the "Sandbox Environment"), (ii) permit Users to access, use, perform and display the Solution made available in connection with Customer's authorized production Communities within the Hosting Infrastructure (as defined below) for Customer's own business purposes, and (iii) use and make a reasonable number of copies of any written instructions found at: https://www.jivesoftware.com/services-support/customer-support/documentation ("Documentation"). The Solution is deemed accepted upon delivery of the license key, provided that such acceptance shall not in any way impact the warranties set forth in Section 7.1. Upon mutual execution of a Pricing Schedule, Jive will make the Solution available to Customer for download using a password protected account on Jive's website.

(b)   Sublicense Rights. Jive grants to Customer the right to sublicense the usage rights granted hereunder with respect to the Solution, subject to the terms of this Agreement, to a subcontractor to provide outsourced Professional Services to Customer in connection with Customer's authorized use of the Solution. Customer shall be liable for any breach of this Agreement by such subcontractor(s).

2.3   License Implementation Types. The Solution is available for license under the following implementations types. The relevant Pricing Schedule will designate the form of the Solution implementation the Customer will receive.

(a)   User License. Customer may permit use of the Solution by no more than the number of Users specified in the relevant Pricing Schedule. Customer may order additional User licenses from Jive in accordance with the ordering process set forth in Section 1.0. To the extent that any licenses have been purchased and are in effect ("Existing Licenses") at the time that Customer subsequently purchases additional User licenses (collectively, "Additional Licenses"), then the License Term pertaining to the Additional Licenses shall equal the period of time remaining on the then-current License Term pertaining to the Existing Licenses so that the License Term for all licenses shall be coterminous, regardless of when purchased and subject to payment of additional Fees for such Additional Licenses, as set forth in the applicable Pricing Schedule.

(b)   User View License. Customer may permit use of the Solution by an unlimited number of Users but such usage shall be subject to the restrictions on the number of monthly User Views specified in the relevant Pricing Schedule.

(i) As used herein, a "User View" means each request from Customer or its Users for a visually displayed impression of content presented by the Solution, including HTML content and asynchronous requests within the Solution

(ii) Each applicable Pricing Schedule shall set forth a table of monthly User View ranges (i.e., 0-500,000 or 500,001 to 1,000,000 monthly User Views) (each, a "User View Range"), and the initial estimated fee payable by Customer for use of the Solution in connection with a single Community for the applicable License Term, (the "User View License Fee"). The User View License Fee will be based upon Customer's anticipated and designated User View Range as set forth on the Pricing Schedule ("Designated User View Range"). The Initial User View License Fee shall be payable in advance of the initial License Term or applicable renewal License Term in accordance with Section 12.2.

(iii)   On a monthly basis during the License Term, Jive shall track and make available to Customer a report summarizing the total number of actual User Views during the preceding month ("Monthly User Views").

(c)   Excess Usage. At the end of each calendar quarter during the License Term, Jive will review Customer's current licensed User count and/or monthly User Views, as applicable, and to the extent that Customer has exceeded the usage agreed upon in the Pricing Schedule ("Excess Usage"), Jive will invoice Customer for:

(i) number of Users exceeding the number of licensed Users on a pro rata basis for the balance of the License Term. Such additional User licenses must be purchased in blocks of 25 and will be coterminous to the end of the then current License Term.

(ii) excess Fees based upon the difference between the fees for the licensed monthly User Views and the for Customer's actual monthly User Views.

Customer shall pay to Jive, in accordance with Section 12.2, all Excess Usage Fees, plus an overage charge equal to 20% of the Excess Usage Fee.

2.4   Additional License Restrictions. Except as otherwise expressly permitted under this Agreement, Customer agrees not to: (a) reverse engineer or otherwise attempt to discover the source code of or trade secrets embodied in the Solution or any portion thereof; (b) distribute, transfer, grant sublicenses to, or otherwise make available the Solution (or any portion thereof) to third parties, including, but not limited to, making such Solution available (i) through resellers or other distributors, or (ii) as an application service provider, service bureau, or rental source; (c) create modifications to or derivative works of the Solution; (d) reproduce the Solution except that Customer may make archival copies of the Solution solely for backup purposes; (e) attempt to modify, alter, or circumvent the license control and protection mechanisms within the Solution; (f) use or transmit the Solution in violation of any applicable law, rule or regulation, including any data privacy or data protection laws, (g) intentionally access, use, or copy any portion of the Documentation or the Solution (including the logic and/or architecture thereof and any trade secrets included therein) to directly or indirectly develop, promote, distribute, sell or support any product or service that is competitive with the Solution or (h) remove, obscure or alter any copyright notices or any name, trademark, service mark, tagline, hyperlink or other designation included on any display screen within the Solution ("Jive Marks"). Customer shall not permit any third party to perform any of the foregoing actions and shall be responsible for all damages and liabilities incurred as a result of such actions. The Solution is a "commercial item," as that term is defined at 48 C.F.R. 2.101 (OCT 1995), and more specifically is "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (SEPT 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (JUNE 1995), the Solution is provided to U.S. Government End Users (i) only as a commercial end item and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions herein.

2.5   Bankruptcy. All licenses granted pursuant to this Agreement are, for purposes of Section 365(n) of the U.S. Bankruptcy Code, deemed to be licenses of rights to "intellectual property" as defined under Section 101 of the U.S. Bankruptcy Code. In any bankruptcy or insolvency proceeding involving Jive, Customer, as licensee of such rights, will retain and fully exercise all of its rights and elections under the U.S. Bankruptcy Code, which will apply notwithstanding conflict of law principles.

3.0   SUPPORT AND MAINTENANCE. Jive offers the following levels of Support Services: JCS Silver, JCS Gold or JCS Platinum. JCS Silver is included without any additional charge to Customer. Customer may elect to upgrade to JCS Gold or JCS Platinum for additional Fees as set forth in a Pricing Schedule. Jive will provide Support Services at the applicable level during the License Term in accordance with the terms found in the Jive Software Support Services Terms and Conditions for Silver, Gold and Platinum Offerings (the "Support Terms") attached as **Exhibit A** .

4.0   HOSTING SERVICES.

4.1 Set-Up and Configuration. Jive will be responsible for the set-up, configuration and hosting of the Solution including obtaining and maintaining all computer hardware, software, communications systems, network and other infrastructure ("Hosting Infrastructure") necessary to host the Solution and permit Customer and Users to access and use the Solution through the Internet; provided that any other network access, including, but not limited to, virtual private network ("VPN") access, will only be provided at an additional annual cost. Subject to its obligations expressly set forth in this Agreement, Jive will have the right, in its sole determination, to determine the specific Hosting Infrastructure and the components thereof. Customer acknowledges and agrees that, subject to the licenses granted in Section 2.2, it has no right to and specifically disclaims any possessory, leasehold or other real property interest in the physical equipment and software utilized to set-up and maintain the Solution.

4.2   Hosting Services.

(a) Jive will be responsible for the provision of Hosting Services including the implementation of Updates and Upgrades to the Base Platform provided as part of Support Services. Customer's designated administrative accounts will have access to a restricted-access administrative interface feature which allows for configuration, management and monitoring of and restricting access to the Solution ("Admin Users"). Customer is solely responsible for all actions taken by Admin Users or through use of the passwords provided to such Admin Users. All content made available by

Customer and Users through the Solution ("Community Data") will be accessible via all Users in the Community unless otherwise configured by the Admin Users. Customer is responsible for the content and use of all Community Data.

(b) For each Community, Customer is allotted 100 gigabytes (GB) of Community Data storage space ("Default Capacity"). Customer may purchase additional capacity beyond the Default Capacity (within a storage network area) for the particular Community in blocks of 500GB each for a recurring monthly Fee of $400. The maximum size of any attachments transmitted through use of the Solution is 100 megabytes.

4.3   Acceptable Use and Terms of Use. Customer will comply with and will be responsible for its Users' compliance with all applicable laws and regulations as well as the terms and conditions of the Acceptable Use Policy ("Jive AUP") with respect to use of the Solution attached as **Exhibit B**. Customer is responsible for establishing and enforcing terms of use and privacy policies applicable to use of the Solution by Users as permitted under this Agreement. In relation to all personal data comprised within any Community Data, Customer warrants that such personal data shall have been obtained and supplied to Jive in compliance with applicable data protection legislation, including, but not limited to, Customer having obtained all necessary consents and approvals from Users that are necessary to permit Jive to provide the Solution.

4.4   Jive User Account. Jive may set up a private user account ("Private Jive Account") to provide Jive with automated access to the Solution solely for testing purposes. The Private Jive Account will be used to routinely test the material functionality of the Solution to ensure that such material functionality operates properly. Jive will not use the Private Jive Account to post, remove or monitor any Community Data.

4.5   Usage Data. Jive may collect and use data pertaining to Customer's use of the Solution, including (a) observing and reporting to Customer on Customer's use of the Solution and make recommendations for improvement (b) for its internal research and development purposes and (c)) identifying trends and publishing reports or results on its findings provided that the reports or results include aggregated data that does not identify Customer or any particular User (e.g., Jive may disclose aggregate User Views statistics for all of its hosted customers).

5.0 PROFESSIONAL SERVICES. Pursuant to a mutually agreed upon statement of work ("SOW"), Jive will perform Professional Services and provide object code, flow charts, documentation, information, reports, test results, findings, or any works and other materials developed by Jive for Customer as identified "deliverables" under the scope of an SOW ("Deliverables"). Each SOW will include the particulars of each Professional Services engagement. In a timely manner, Customer will provide all assistance reasonably requested by Jive in connection with the Professional Services. If Customer notifies Jive in writing within 30 days after a particular Deliverable is made available to Customer that the Deliverable does not conform to the requirements of the SOW, then Jive will, as Customer's sole and exclusive remedy and Jive's sole liability, modify or replace the Deliverables at no cost to Customer.

6.0 PROPRIETARY RIGHTS. As between the parties, Jive and its suppliers will retain all ownership rights in and to the Jive Marks, the Solution, the Documentation, Jive Confidential Information, all Updates and Upgrades (as defined in the Support Terms), all Modules, all Deliverables (except to the extent they include pre-existing Customer Confidential Information or intellectual property) and other derivative works of the Solution and/or Documentation that are provided by Jive, and all intellectual property rights incorporated into or related to the foregoing. Customer acknowledges that the goodwill associated with the Jive Marks belongs exclusively to Jive. All rights not expressly licensed by Jive under this Agreement are reserved. As between the parties hereto, Customer will retain all ownership rights in and to all Customer Confidential Information, all pre-existing Customer intellectual property, and all Community Data. Customer's rights to the Deliverables shall be the same as its rights to the Solution. Jive may use without limitation any suggestions, recommendations or other feedback provided by Customer regarding the Solution.

7.0   WARRANTIES AND DISCLAIMER.

7.1   Warranties. Jive warrants that (a) it will perform all Professional Services in a professional manner consistent with industry standards and practices, and (b) the Solution, as delivered and when used in accordance with the Documentation, (i) will perform in all material respects as specified in the Documentation for the first 90 days of the initial license term (as set forth in the Pricing Schedule), and (ii) will not contain, any back door, time bomb, Trojan horse, worm, drop dead device, virus, preventative routines or other computer software routines intentionally designed to permit unauthorized access to or use of either the Solution or Customer's computer systems ("Viruses"). In the event of any breach of the warranties in subsections (a) or b(i) above, Jive shall, as its sole liability and Customer's sole remedy, diligently remedy any deficiencies promptly after its receipt of written notice from Customer. Jive will not be liable to the extent that any breach of the foregoing warranties are caused by (1) third-party components or services (including in combination with the Solution) not provided by Jive; (2) modifications to the Solution, other than Updates or Upgrades; (3) unauthorized use or use of the Solution other than in accordance with the Documentation, (4) Viruses introduced by Customer or its agents or Users, or (5) continued use of the Solution by Customer after Jive notifies Customer, pursuant to Section 8.0, to discontinue use of the Solution due to a claim, allegation or proceeding of third party infringement and provides a non-infringing version that remains functionally equivalent (collectively, "Exclusions").

7.2   Disclaimers. THE EXPRESS WARRANTIES IN SECTION 7.1 ARE THE EXCLUSIVE WARRANTIES OFFERED BY JIVE AND ALL OTHER CONDITIONS AND WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY CONDITIONS OR WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, ACCURACY, QUIET ENJOYMENT, TITLE, MERCHANTABILITY AND THOSE THAT ARISE FROM ANY COURSE OF DEALING OR COURSE OF PERFORMANCE ARE HEREBY DISCLAIMED. JIVE DOES NOT WARRANT THAT CUSTOMER'S USE OF THE SOLUTION WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ERRORS WILL BE CORRECTED.

8.0   INDEMNIFICATION.

8.1   Jive Indemnity. Jive will defend at its own expense any action against Customer brought by a third party to the extent that the action is based upon a claim that the Solution infringes any copyright, trademark, or misappropriates any trade secret rights, to the extent any of the foregoing are recognized in the United States, Canada, or any member country within the European Union. Jive will pay those costs and damages finally awarded against Customer in any such action that are specifically attributable to such claim or those costs and damages agreed to in a monetary settlement of such action. If the Solution (or any component thereof) becomes, or in Jive's opinion is likely to become, the subject of an infringement or misappropriation claim, Jive may, at its option and expense, either (x) procure for Customer the right to continue exercising the rights licensed to Customer in this Agreement, or (y) replace or modify the Solution so that it becomes non-infringing and remains functionally equivalent. If neither of the foregoing options are, in Jive's reasonable opinion, commercially reasonable, Jive may terminate this Agreement and will refund to Customer a pro-rata portion of any applicable prepaid Fees. Notwithstanding the foregoing, Jive will have no obligation under this Section 8.0 or otherwise with respect to any infringement claim based upon any Exclusions. Customer will have the right, at its own expense, to participate in the defense of any claim of infringement. This Section 8.0 states Jive's entire liability and Customer's sole and exclusive remedy for infringement or misappropriation claims and actions.

8.2   Customer Indemnity. Customer will defend at its own expense any action against Jive brought by a third party to the extent that the action (including but not limited to any governmental investigations, complaints, and actions) relates to Community Data, including but not limited to infringement or misappropriation any third party's intellectual property rights or violation of applicable law. Customer will pay those costs and damages finally awarded against Jive in any such action that are specifically attributable to such claim or those costs and damages agreed to in a monetary settlement of such action.

8.3   Process. The foregoing obligations are conditioned on (i) the indemnified party notifying the other party in writing of an action, proceeding, or other claim by a third party no later than 30 days after first receiving notice of such action and must provide copies of all communications, notices and/or other actions relating to the action; (ii) giving the indemnifying party sole control of the defense thereof and any related settlement negotiations, provided that such defense shall be conducted in a manner that is not adverse to the indemnified party's interests (the indemnified party may employ its own counsel at its own expense to assist it with respect to any such claim); (iii) the indemnified party's compliance with this Agreement; and (iv) the indemnified party acting in accordance with the reasonable instructions of the other party, cooperating and, upon reasonable request and at the expense of the indemnifying party, assisting in such defense.

9.0 LIMITATIONS ON LIABILITY. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY, WHETHER UNDER THEORY OF CONTRACT, TORT OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, OR SPECIAL DAMAGES (INCLUDING ANY DAMAGE TO BUSINESS REPUTATION, LOST PROFITS OR LOST DATA), WHETHER FORESEEABLE OR NOT AND WHETHER A PARTY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY'S AGGREGATE CUMULATIVE LIABILITY TO THE OTHER, IN CONNECTION WITH THIS AGREEMENT, INCLUDING THE SOLUTION, SERVICES AND INTELLECTUAL PROPERTY PROVIDED HEREUNDER SHALL NOT EXCEED, IN THE AGGREGATE AND REGARDLESS OF WHETHER UNDER THEORY OF CONTRACT, TORT OR OTHERWISE, THE TOTAL OF THE FEES ACTUALLY PAID AND THE FEES PAYABLE TO JIVE BY CUSTOMER UNDER THIS AGREEMENT DURING THE ONE YEAR PERIOD PRIOR TO THE DATE THAT SUCH LIABILITY FIRST ARISES. HOWEVER, THERE IS NO LIMITATION ON DIRECT LOSS, CLAIM OR DAMAGES ARISING AS A RESULT OF AN INFRINGEMENT OF EITHER PARTY'S INTELLECTUAL PROPERTY RIGHTS OR IN CONNECTION WITH A PARTY'S INDEMNIFICATION OBLIGATIONS.

10.0 CONFIDENTIALITY. "Confidential Information" means, with respect to a party (the "Disclosing Party"), all non-public confidential information pertaining to such party's business and includes Community Data. Jive and Customer will comply with this Section 10.0 when exchanging Confidential Information under this Agreement. Confidential Information will be designated and/or marked as confidential when disclosed, provided that any information that the party receiving such information (the "Receiving Party") knew or reasonably should have known, under the circumstances, was considered confidential or proprietary by the Disclosing Party, will be considered Confidential Information of the Disclosing Party even if not designated or marked as such. The Receiving Party shall preserve the confidentiality of the Disclosing Party's Confidential Information and treat such Confidential Information with at least the same degree of care that Receiving Party uses to protect its own Confidential Information, but not less than a reasonable standard of care. The Receiving Party will use the Confidential Information of the Disclosing Party only to exercise rights and perform obligations under this Agreement. Confidential Information of the Disclosing Party will be disclosed only to those employees and contractors of the Receiving Party with a need to know such information. The Receiving Party shall not be liable to the Disclosing Party for the release of Confidential Information if such information: (a) was known to the Receiving Party on or before Effective Date without restriction as to use or disclosure; (b) is released into the public domain through no fault of the Receiving Party; (c) was independently developed solely by the employees of the Receiving Party who have not had access to Confidential Information; or (d) is divulged pursuant to any legal proceeding or otherwise required by law, provided that, to the extent legally permissible, the Receiving Party will notify the Disclosing Party promptly of such required disclosure and reasonably assists the Disclosing Party in efforts to limit such required disclosure.

11.0   TERM, TERMINATION AND EFFECT.

11.1   License Duration; Renewals. The term of each license to the Solution and the provision of Hosting Services purchased by Customer will commence on the date that both parties have executed the applicable Pricing Schedule (unless a later commencement date is expressly set forth on such Pricing Schedule), and will continue for the period set forth on such Pricing Schedule and include any renewal, as described in this Section 11.1 (collectively, the "License Term"). Each Solution license will automatically renew for the renewal period specified on the applicable Pricing Schedule, if any, or, if not specified, for a period of one year unless either party notifies the other at least 30 days prior to the commencement of the renewal term that it does not intend to renew the License.

11.2   Term and Termination. This Agreement shall continue in effect until terminated as set forth herein. This Agreement or any SOW, if applicable, may be terminated (a) by either party if the other party materially breaches this Agreement and does not cure the breach within 30 days after receiving written notice thereof from the non-breaching party (except that such cure period shall be five days for breaches of Sections 2.0 or 10.0), or (b) as set forth in Section 8.1.

11.3   Effect. Upon any termination of this Agreement, without prejudice to any other rights or remedies which the parties may have under this Agreement, (a) all rights licensed and obligations required hereunder shall immediately cease; provided that Sections 2.4, 6.0 through 12.0 and 14.0 and any other provisions with express survival language shall survive termination, (b) Customer will promptly delete and destroy all instances of the Solution in its possession or control, and (c) Customer shall pay to Jive any outstanding Fees that have accrued prior to the date of termination. Customer will have access to Community Data stored in the Solution for 30 days after expiration or termination of this Agreement for the sole purpose of copying such Community Data off the Solution.

12.0   FEES AND PAYMENT.

12.1   Fees. Subject to the terms and conditions below, all fees for licenses to the Base Platform, Modules, Support Services, Professional Services and/or Hosting Services (collectively, the "Fees") will be set forth on the applicable Pricing Schedule.

12.2   Payment Terms. Unless otherwise agreed to in writing by the parties, Customer will pay to Jive or the Reseller, as applicable, all undisputed Fees owed within 30 days of the date of the invoice pertaining thereto. Payments will be sent to the address included on the invoice and shall be in the currency of the United States. If Customer fails to pay all applicable Fees in accordance with this section, Jive may, in its sole discretion, suspend use of the Solution until Jive has received all outstanding Fees. Customer shall be responsible for all applicable sales, use and other taxes other than taxes based on Jive's income. Each party is responsible for its own expenses under this Agreement unless otherwise set forth in an SOW or Pricing Schedule.

13.0 INSURANCE. Jive, at its own expense, will maintain at a minimum the following insurance coverages: (a) Commercial General Liability Insurance with coverage in an amount equal to or greater than US$2,000,000 per occurrence/aggregate, (b) Commercial Automobile Liability Insurance

with coverage in an amount equal to or greater than US$1,000,000 per occurrence combined single limit, (c) Worker's Compensation Insurance with coverage complying with at least the statutory limits of coverage within the relevant state of employment, (d) Errors and Omissions Insurance with coverage in an amount equal to or greater than US$2,000,000 per claim/aggregate and (e) Umbrella/Excess Liability Insurance with coverage in an amount equal to or greater than US$5,000,000 per occurrence/aggregate.

14.0 MISCELLANEOUS. The parties are independent contractors with respect to each other, and nothing in this Agreement shall be construed as creating an employer-employee relationship, a partnership, agency relationship or a joint venture between the parties. Each party will be excused from any delay or failure in performance hereunder, other than the payment of money, caused by reason of any occurrence or contingency beyond its reasonable control, including but not limited to acts of God, earthquake, labor disputes and strikes, riots, war and governmental requirements (each a "Force Majeure Event"). The obligations and rights of the party so excused will be extended on a day-to-day basis for the period of time equal to that of the underlying cause of the delay. This Agreement controls the actions of all party representatives, officers, agents, employees and associated individuals. The terms of this Agreement shall be binding on the parties, and all successors to the foregoing. Neither party will assign, transfer or delegate its rights or obligations under this Agreement (in whole or in part) without the other party's prior written consent except pursuant to a transfer of all or substantially all of such party's business and assets, whether by merger, sale of assets, sale of stock, or otherwise. Jive may subcontract to a third party any of its performance obligations under the Agreement, including obligations related to the hosting, storage, or processing of Community Data. Any attempted assignment, transfer or delegation in violation of the foregoing shall be null and void. This Agreement shall be governed by the laws of the State of California, without regard to its conflict of laws rules. The exclusive venue and jurisdiction for any and all disputes, claims and controversies arising from or relating to this Agreement shall be the state or federal courts located in Santa Clara County, California. Each party waives any objection (on the grounds of lack of jurisdiction, forum non conveniens or otherwise) to the exercise of such jurisdiction over it by any such courts. The United Nations Convention on Contracts for the International Sale of Goods will not apply to the interpretation or enforcement of this Agreement. In the event that any provision of this Agreement conflicts with governing law or if any provision is held to be null, void or otherwise ineffective or invalid by a court of competent jurisdiction, such provision shall be deemed null and void only to the extent of such conflict or unenforceability and the remaining terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party. This Agreement includes any Addenda and Pricing Schedules agreed to by the parties in writing and all expressly referenced documents. Collectively the foregoing constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements or communications, including, without limitation, any quotations or proposals submitted by Jive. The terms on any purchase order or similar document submitted by Customer to Jive will have no effect and are hereby rejected. Unless otherwise expressly stated, all legal notices, consents and approvals under this Agreement must be delivered in writing by courier, by facsimile, or by certified or registered mail, (postage prepaid and return receipt requested) to the other party at its official headquarters to the attention of the chief legal officer and are deemed delivered when received.

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The following terms and conditions supplement or modify the terms and conditions of the Agreement to the extent Customer has indicated on an applicable Pricing Schedule that Customer is subject to the laws of any of the countries (or any state of any of the countries) set out below. In the event of any inconsistencies between this Addendum and the provisions of the Agreement, this Addendum shall prevail. Unless expressly amended in this Addendum, the provisions of the Agreement shall remain in full force and effect.

All countries in the Europe, Middle East and Africa (EMEA) region, except for France and Germany:

1.   Notwithstanding Section 2.4(a), Customer may not reverse engineer or otherwise attempt to discover the source code of the Solution or any portion thereof except to the limited extent required to be permitted by mandatory applicable law notwithstanding contractual prohibition.

2.   Notwithstanding any provision of the Agreement to the contrary, neither party excludes or limits its liability for (i) personal injury or death caused by its negligence, (ii) fraud or fraudulent misrepresentation, or (iii) any other liability which may not lawfully be excluded or limited.

3.   In Section 9.0, the words "that such liability first arises" are replaced with:

"ON WHICH THE FIRST EVENT GIVING RISE TO SUCH LIABILITY ON THE PART OF SUCH PARTY OCCURS ("AGGREGATE LIABILITY CAP"). THIS MEANS THAT ONCE THE AGGREGATE LIABILITY CAP FOR A PARTY TO THIS AGREEMENT HAS BEEN REACHED, THAT PARTY SHALL (SUBJECT ONLY TO THE OTHER PROVISIONS OF THIS SECTION 9.0) HAVE NO FURTHER LIABILITY, REGARDLESS OF THE NUMBER OR SEVERITY OF LATER CLAIMS AND EVENTS THAT WOULD, BUT FOR THIS SECTION 9.0, GIVE RISE TO LIABILITY."

4.   In Section 14.0, the following is added: For the purposes hereof, "Bribery Act" means the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation; and "Prohibited Act" means (a) to directly or indirectly offer, promise or give any person working for or engaged by the other party a financial or other advantage to (i) induce that person to perform improperly a relevant function or activity; or (ii) reward that person for improper performance of a relevant function or activity; (b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or reward for improper performance of a relevant function or activity in connection with the Agreement; (c) committing any offense (i) under the Bribery Act; (ii) under legislation creating offences concerning fraudulent acts; (iii) at common law concerning fraudulent acts relating to this Agreement or any other contract between the parties; or (iv) defrauding, attempting to defraud or conspiring to defraud a party. Each party shall not, and shall procure that any of its related parties and its personnel shall not, in connection with the Agreement, commit a Prohibited Act and undertakes that it is not aware of any financial or other advantage being given to any person working for or engaged by the other party, or that an agreement has been reached to that effect, in connection with the entering into of the Agreement, excluding any arrangement of which full details have been disclosed in writing to the other party before entering into of the Agreement.

5.   Notwithstanding Section 14.0, the Agreement shall be governed by the laws of England. The exclusive venue and jurisdiction for any and all disputes, claims and controversies arising from or relating to the Agreement shall be the courts of England.

1.   France: In Section 8.0, the words "terminate this Agreement" are replaced with: "terminate as of right ("de plein droit") without any judicial

formalities".

2.   Section 9.0 is replaced with:

"NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY UNDER THIS AGREEMENT, FOR ANY INDIRECT DAMAGES (INCLUDING ANY DAMAGE TO BUSINESS REPUTATION, LOST PROFITS OR LOST DATA), WHETHER FORESEEABLE OR NOT AND WHETHER A PARTY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY'S AGGREGATE CUMULATIVE LIABILITY TO THE OTHER, IN CONNECTION WITH THIS AGREEMENT, INCLUDING THE SOLUTION, SERVICES AND INTELLECTUAL PROPERTY PROVIDED HEREUNDER SHALL NOT EXCEED, IN THE AGGREGATE THE TOTAL OF THE FEES ACTUALLY PAID AND THE FEES PAYABLE TO JIVE BY CUSTOMER UNDER THIS AGREEMENT DURING THE ONE YEAR PERIOD PRIOR TO THE DATE THAT SUCH LIABILITY FIRST ARISES. HOWEVER, THERE IS NO LIMITATION ON DIRECT LOSS, CLAIM OR DAMAGES ARISING AS A RESULT OF AN INFRINGEMENT OF EITHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, OR IN CONNECTION WITH A PARTY'S INDEMNIFICATION OBLIGATIONS."

3.   In Section 11.2, the words "may be terminated" are replaced with:

"may be terminated as of right ("de plein droit") without any judicial formalities."

4.   In Section 12.2, after the words "Unless otherwise agreed to in writing by the parties including in a Pricing Schedule, Customer will pay to Jive or the Reseller, as applicable, all undisputed Fees owed within 30 days of the date of the invoice pertaining thereto", the following is added:

"In the event of failure to pay an invoice within this deadline, the unpaid amounts will give rise to the payment of late payment interest, equal to three
(3) times the legal interest. Interest will begin to run on the day following the due date of the relevant invoice."   #

5.	In Section 12.2, after the words "All amounts payable shall be in the currency of the United States and any and all applicable sales, use and other taxes (other than taxes based on Jive's income) will be separately and specifically stated (and are the responsibility of Customer)", the following is added:

"Accordingly, if any amount to be paid under this Agreement to Jive or the Reseller, is subject to any deductions or withholdings for any present or future taxes, levies, imposts, duties, fees, charges, or liabilities imposed by any competent governmental authority then the Customer must pay an additional amount to Jive or the Reseller, as the case may be, as is necessary so that the net amount actually received by Jive or the Reseller after such deduction, payment or withholding will equal the full amount stated to be payable under this Agreement".

6.	Notwithstanding Section 14.0, this Agreement shall be governed by the laws of France. The exclusive venue and jurisdiction for any and all disputes, claims and controversies arising from or relating to this Agreement shall be the Commercial Court of Paris, France.

Germany:

1.	In Section 2.2 (a), after the words "Jive grants to Customer a" the word "non-perpetual" is added.

2.	In Section 2.4, after the words "Except as otherwise expressly permitted under this Agreement" the following words are

added: "or allowed according to §§ 69d et seq. of the German Copyright Act".

3.	In Section 2.4, the following words are deleted:

"The Solution is a "commercial item," as that term is defined at 48 C.F.R. 2.101 (OCT 1995), and more specifically is "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (SEPT 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (JUNE 1995), the Solution is provided to U.S. Government End Users (i) only as a commercial end item and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions herein."

4.	In Section 5.0, the following words are deleted: "If Customer notifies Jive in writing within 30 days after a particular Deliverable is made available to Customer that the Deliverable does not conform to the requirements of the SOW, then Jive will, as Customer's sole and exclusive remedy and Jive's sole liability, modify or replace the Deliverables at no cost to Customer."

5.	If the Professional Services are regarded as works in terms of §§ 631 et seq. of the German Civil Code (Bürgerliches Gesetzbuch, "BGB"), any Defects in the Professional Services shall be remedied by Jive through free-of-charge removal of defects (repair) or replacement. If the defect cannot be remedied within a reasonable period, or if the repair or replacement has failed for other reasons, Customer may, at its discretion, either withdraw from the relevant SOW or reduce the fees for the Professional Services.

6.	In section 7.1, the following words are added:

"Any warranty claims against Jive shall expire after one year provided that Jive did not cause a defect intentionally or in case of breach of a guarantee."

7.	Section 9.0 is replaced with the following words:

"For damages with respect to injury to health, body or life caused by Jive, Jive's representatives or Jive's agents in the performance of the contractual obligations, Jive is fully liable. Jive is fully liable for damages caused willfully by Jive, Jive's representatives or Jive's agents in the performance of the contractual obligations. The same applies to damages which result from the absence of a quality which was guaranteed by Jive or to damages which result from malicious action of Jive. If damages, except for such cases covered by sentence no. 1 or sentence no. 4, with respect to a breach of a contractual core duty are caused by slight negligence, Jive is liable only for the amount of the damage which was typically foreseeable. Contractual core duties, abstractly, are such duties whose accomplishment enables proper fulfillment of the Agreement in the first place and whose fulfillment a contractual party regularly may rely on. Jive's liability based on the German Product Liability Act remains unaffected. Any further liability of Jive is excluded. The limitation period for claims for damages against Jive expires after one (1) year, except for such cases covered by sentences 1, 2 or 4."

8.	In Section 10.0, the following words are added:

"The Receiving Party's obligation under this Section 10 shall expire five years after the term of this Agreement."

9.	In Section 12.2 after the words "30 days of the date of" the following words are

added: "Customer's receipt of"

10.	Notwithstanding Section 14.0, this Agreement shall be governed by the laws of Germany. The exclusive venue and jurisdiction for any and all disputes, claims and controversies arising from or relating to this Agreement shall be the courts of Hamburg, Germany.

All countries in the Japan and Asia Pacific (JAPAC) region

1.	Section 2 of the recitals in the Agreement shall be amended to:	#

"BY ACCESSING OR USING THE BASE PLATFORM (AS DEFINED BELOW) WITHOUT AN APPLICABLE OTHER AGREEMENT OR BY OTHERWISE AGREEING IN WRITING TO THE TERMS AND CONDITIONS SET FORTH HEREIN, YOU HEREBY ACCEPT ALL THE TERMS AND CONDITIONS SET OUT HEREUNDER IN THIS LICENSE AND PROFESSIONAL SERVICES AGREEMENT FOR THE RIGHT TO USE THE SOLUTION AND RECEIVE PROFESSIONAL SERVICES (EACH AS DEFINED BELOW) PROVIDED BY JIVE SOFTWARE, INC., A DELAWARE CORPORATION ("WE" OR "JIVE") (THE "AGREEMENT")."

3.   In Section 14.0 the following words are added: "A person who is not a party to this Agreement shall not be able to enforce any term in this Agreement under any laws purporting to grant such rights, which shall be excluded to the fullest extent permissible."

4.   The following sentences shall be deleted from Section 14.0:

"This Agreement shall be governed by the laws of the State of California, without regard to its conflict of laws rules. The exclusive venue and jurisdiction for any and all disputes, claims and controversies arising from or relating to this Agreement shall be the state or federal courts located in Santa Clara County, California."

                    and be replaced with:

"The Customer acknowledges and agrees that in the event of any breach or threatened breach of this Agreement, Jive shall be authorized and entitled to seek, from any court of competent jurisdiction, preliminary and permanent injunctive relief in addition to any other rights or remedies to which Jive may be entitled. This Agreement shall be governed by and determined in accordance with the laws of the Republic of Singapore and the parties hereby submit to the non-exclusive jurisdiction of the courts of the Republic of Singapore."

Brazil:

1.   Section 2 of the recitals in the Agreement shall be amended to:

"BY ACCESSING OR USING THE BASE PLATFORM (AS DEFINED BELOW) WITHOUT AN APPLICABLE OTHER AGREEMENT OR BY OTHERWISE AGREEING IN WRITING TO THE TERMS AND CONDITIONS SET FORTH HEREIN, YOU HEREBY ACCEPT ALL THE TERMS AND CONDITIONS SET FORTH IN THIS LICENSE, HOSTING AND PROFESSIONAL SERVICES AGREEMENT BETWEEN JIVE SOFTWARE, INC., A DELAWARE CORPORATION ("WE" OR "JIVE") AND CUSTOMER (THE "AGREEMENT")."

2.   The following words shall be added to the beginning of Section 9.0:

"NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, NEITHER PARTY EXCLUDES OR LIMITS ITS LIABILITY FOR (I) WILLFUL MISCONDUCT, OR (II) ANY OTHER LIABILITY WHICH MAY NOT LAWFULLY BE EXCLUDED OR LIMITED."

3.   The following words shall be added to Section 9.0:

"CUSTOMER ACKNOWLEDGES AND AGREES THAT THE LIMITATIONS SET FORTH IN THIS SECTION 9.0 ARE ESSENTIAL ELEMENTS OF THIS AGREEMENT AND THAT IN THE ABSENCE OF SUCH LIMITATION THE PRICES AND OTHER TERMS PROVIDED FOR HEREIN WOULD BE SUBSTANTIALLY DIFFERENT."

4.   The following words shall be added to Section 14.0:

"For purposes of determining the governing law, the parties acknowledge that Jive is the proponent of this Agreement and of the business transactions embodied herein."

To the Clickwrap License, Hosting and Maintenance Agreement

Jive Software Support Services
Terms and Conditions for Silver, Gold and Platinum Offerings

Jive shall provide support services in accordance with the terms of this Exhibit, which such terms may be amended from time to time by Jive. Jive currently offers 3 levels of Jive Customer Support ("JCS") Services: JCS Silver, JCS Gold and JCS Platinum. Except where noted below, all terms and conditions of this document shall apply to all levels of JCS Services required.

1. **Definitions.**
"Cloud Release" means any progression, Update, or Upgrade of Jive's Hosted Service ("Cloud Solution"), and does not include version release numbers.

"Critical Release" means a progression of the 4th digit of the version release number in a four point version control system (e.g., v4.1.1.0 to v4.1.1.1). A Critical Release provides corrections to essential defects in the Solution, including by way of example only, fixes for a security vulnerability or a Solution stability problem, and may provide minimal modifications that do not substantially change the basic structure of the Solution.

"Escalation Manager" means a named Jive resource who will respond to, provide updates around, and drive toward resolution, any mutually agreed upon cases determined to be important to Customer's business objectives. The Escalation Manager is designated to support multiple accounts as a shared resource.

"General Release" means any Major Release, Maintenance Release or Critical Release.

"Maintenance Release" means a progression of the 3rd digit of the version release number in a four point version control system (e.g., v4.1.1.0 to v4.1.2.0). A Maintenance Release primarily provides corrections to defects in the Solution, and may provide minor improvements that do not substantially change the basic structure of the Solution.

"Major Release" means a progression of the 1st or 2nd digit of the version release number in a four point version control system (e.g., v4.1 to v4.2). A Major Release provides significant improvements and includes changes to the basic structure of the Solution, including, by way of example only, the inclusion of additional features, functionality, and corrections to defects in the Solution.

"Operations Review" means the service where Jive meets with Customer to review support and hosting metrics, critical issues, bug fixes, back-ports, recommendations and/or plans for upgrading, and other events that may affect Customer's use of the Jive instance.

"Premium Case Handling" means the service where Jive provides senior support representatives for Customer cases, and includes awareness of Customer specific information, and provides an increased focus to proactively drive cases toward resolution.

"Proactive Case Management" means the service provided where Jive provides a named resource to maintain Customer specific information, and proactively works with Jive personnel to assist and drive cases submitted to Jive toward resolution on Customer's behalf.

"Product Usage and Release Review" means the service where Jive meets with Customer to ensure purchased products and applicable hosting services are being leveraged by Customer, answer questions about the existing Jive products, and provide an update on Jive's current releases and newest features and functionality.

"Tactical Review" means the service provided for Platinum customers where Jive meets with Customer to review cases submitted the prior week, top issues that need to be addressed, and upcoming issues/events in the coming weeks.

"Technical Account Manager (TAM)" means a named Jive resource that provides accountability, internal customer advocacy, and customer focused management across departments to provide a holistic management structure on behalf of Customer. The TAM is designated to support multiple accounts as a shared resource.

"Update" means a patch, including Maintenance Releases and Critical Releases, issued by Jive to correct defects or deficiencies in the Solution or to provide minor modifications that do not substantially change the basic character or structure of the Solution.

"Upgrade" means an incremental release of the Base Platform, including Major Releases, which provides significant improvements (not merely corrections for Solution defects and deficiencies) and changes the basic character or structure of the Base Platform, including, by way of example only, the inclusion of additional features and/or functionality.

2. **Supported Versions of the Solution**. Subject to Section 11, for a period of two years following the date that Jive initially makes available a Major Release, Jive shall provide JCS Services for each General Release of the Solution. Cloud Releases are supported for the Subscription Term. Jive recognizes that Customer may have legitimate business reasons for not upgrading to a new version of the Solution as soon as the version becomes available. However, Jive will not support old versions indefinitely. Jive's policy that sets out what happens when old versions reach end-of-life is included below.

3. **Items Covered by JCS Services.** JCS Services shall include:
   (a) online and phone support for all technical issues relating to the use of the Solution (including errors or problems with the Solution, issues during setup and assistance understanding specific features);
   (b) all General Releases and Cloud Releases as they become available.

4. **Items Not Covered by JCS Services.** Jive is not obligated to provide JCS Services for errors or problems caused by the following (each, an "Excluded Cause"):
   (a) third-party components not provided by Jive or contemplated within the Documentation;
   (b) any modifications to the Solution;
   (c) use of the Solution other than as described in the Documentation; or
   (d) continued use of a General Release of the Solution for which JCS Services are no longer provided in accordance with Section 2 above.

5. **Customer Obligations.** Customer agrees to provide Jive with all information and materials reasonably requested by Jive for use in replicating, diagnosing and correcting an error or other support issue with the Solution reported by Customer. Customer acknowledges that Jive's ability to provide satisfactory JCS Services is dependent on Jive having the information necessary to replicate the reported problem with the Solution. In submitting a service request (each individual request being a "Service Request") to Jive, Customer will send a complete and accurate report that includes (a) Customer name and on-site technical contact information; (b) version and maintenance release level of the Solution; (c) platform and version on which the Solution is running; (d) a reasonably detailed description of the request, together with any supporting information that Customer's engineers believe will assist Jive in its diagnostic process; (e) any error message(s) or other message(s) generated by the system in association with the request; (f) any applicable trace files and/or logs; (g) a test case or instructions necessary to demonstrate the request; (h) identification of any additional information (such as dumps, logs, etc.) that are, or can be made, available; and (i) the date and time that the Service Request is submitted to Jive. Customer acknowledges that the implementation of a General Releases provided by Jive may be necessary to ensure the proper operation of the Solution. Jive shall not have obligations under support services to remedy issues that will be fixed by implementation of that General Release.

6. **Contact Methods.** As stated in Section 3 above and subject to Section 8, Customer may create a Service Request with by any of the following methods: (a) online at the following URL: https://community.jivesoftware.com ("Online Support System"), (b) online postings available on Jive's Community Sites, (c) email at support@jivesoftware.com or (d) phone at 1.855.778.5483. WHILE JIVE WILL USE COMMERCIALLY REASONABLE EFFORTS TO RESPOND TO CUSTOMER'S REQUEST USING ALL OF THE ABOVE METHODS, JIVE ONLY GUARANTEES ITS INITIAL RESPONSE TIMES WHEN CONTACTED VIA THE ONLINE SUPPORT SYSTEM, EXCEPT THAT FOR PLATINUM LEVEL JCS SERVICES JIVE WILL RESPOND TO SERVICE REQUESTS WHEN JIVE IS CONTACTED VIA THE ONLINE SUPPORT SYSTEM AND/OR AT JIVE'S DESIGNATED PHONE NUMBER FOR CUSTOMER.

7. **Business Hours.** Jive's business hours are defined as 12:00 AM to 6:00 PM Pacific Time, Monday through Friday excluding holidays.

8. **Response Times.** If a Service Request is submitted to Jive, Jive shall comply with the response times set forth below based on the severity level of the particular request and the level of support for which Customer has purchased. For Service Requests submitted via any other method, Jive will use commercially reasonable efforts to comply with the following response times but does not guarantee such compliance.

Response Expectations	Criteria	Support Level	Initial Response Time	Resolution
Severity 1: Critical Business Impact	An issue that has significant to critical business impact on a production system, resulting in Customer's production system being either down, or functioning at a significantly reduced capacity when taken as a whole.	Silver	One (1) hour 24x7	Jive will use commercially reasonable efforts to resolve Severity 1 faults as soon as possible. To achieve this, Jive will work 24x7x365 until resolution. The resolution will be delivered to Customer as a work-around or as an emergency software fix. Upon Jive's delivery of an acceptable work-around or to the extent Customer is not able to assist with the resolution of the case, Jive reserves the right to reclassify the severity level.
		Gold	Thirty (30) minutes 24x7	
		Platinum	Thirty (30) minutes 24x7	
Severity 2: Significant Business Impact	An issue that has some business impact on a production system, resulting in some functionality loss on Customer's production system. The Solution is	Silver	One (1) business day	Jive will use commercially reasonable efforts to resolve Severity 2 faults in the next Update of the Solution. If Jive determines, in its sole discretion, that the requirement is unique to Customer's operations, Jive reserves the right to reclassify the severity
		Gold	Two (2) business hours	
		Platinum	Two (2) business hours	

	generally usable, but does not provide a function in the most convenient or expeditious manner.			level.
Severity 3: Moderate Business Impact	An issue that has non-production questions including general usage questions, issues related to a non-production environment, or feature requests. There is no impact on the quality, performance or functionality on Customer's production system.	Silver	One (1) business day	Jive does not guarantee a resolution time for Severity 3 incidents.
		Gold	Four (4) business hours	
		Platinum	Four (4) business hours	

9. **Escalation Matrix.** Jive will escalate all open Severity 1 issues as set forth in the table below to facilitate proper attention and resource allocation for prompt resolution. Jive provides a vehicle to escalate non-Severity 1 cases via the Online Support System.

Level	Title	Escalation Point
1st Level	On-Call Support Manager	>4 hours
2nd Level	Director of Customer Support	> 1 day
3rd Level	VP of Client Services	> 2 days

10. **Premium Services.** Jive shall provide the following JCS premium services to Customer.

Service	JCS Gold	JCS Platinum
Proactive Case Management	Yes	Yes
Escalation Manager	Yes	Yes
Technical Account Manager	No	Yes
Operations Meetings	Quarterly	Monthly
Tactical Meeting	No	Weekly
Product Usage and Review Meeting	No	Quarterly
Premium Case Handling	No	Yes

11. **Term and Termination.** JCS Services will be provided for the term set forth on the relevant Pricing Schedule. Any termination of the master license agreement between Jive and Customer will automatically terminate JCS Services.

#

JIVE END OF LIFE POLICY

Jive Software makes every reasonable effort to ensure a high quality software experience for its customers. To that end, even the best software needs a chance to retire. This End of Life policy is intended to assist you in understanding our policies and plan for future releases while receiving the best possible Jive experience.

Software Release Identification

Jive Software's release process includes **Major**, **Maintenance**, or **Critical** releases.

A "**Major Release**" means a progression of the 1st or 2nd digit of the version release number in a four point version control system (e.g., **X.X**.x.x). A Major Release provides significant improvements and includes changes to the basic structure of the Solution, including, by way of example only, the inclusion of additional features, functionality, and corrections to defects in the Solution.

A "**Maintenance Release**" means a progression of the 3rd digit of the version release number in a four point version control system (e.g.,x.x.**X**.x). A Maintenance Release primarily provides corrections to defects in the Solution, and may provide minor improvements that do not substantially change the basic structure of the Solution.

A "**Critical Release"** means a progression of the 4th digit of the version release number in a four point version control system (e.g., x.x.x.**X**). A **Critical** Release provides corrections to essential defects in the Solution, including by way of example only, fixes for a security vulnerability or a Solution stability problem, and may provide minimal modifications that do not substantially change the basic structure of the Solution.

Software Release and End of Life Support Policy

Jive will provide support for on-premise and hosted software releases for a period of 24 months (2 years) following the date that Jive initially makes a Major Release generally available to customers. At the end of this 24 month period, the release will be considered to have reached its End of Life (EOL). Cloud Releases are supported for the Subscription Term.

Due to potential adverse impacts to and risks associated with the performance, functionality, use, and security of EOL versions of Jive, it is recommended that customers upgrade to a supported version prior to any EOL date. Should your version of Jive reach its End of Life, the following will apply:

Jive will:

- Accept support cases and will verify whether any issues submitted exist in the latest version of the product.

- Accept all support cases around upgrading to a supported version of the product.

Jive will not:

- Be subject to any Jive hosting uptime guarantee.

- Provide any Maintenance/Critical Releases (this includes emergency releases due to any security vulnerabilities).

- Perform Root Cause Analysis (RCA) behind any application based issues (any issues related to supported services and/or infrastructure will still be performed).

- Fix any bugs.

For current information about Jive Software versions and current End of Life dates, see:
https://community.jivesoftware.com/docs/DOC-35149

For more information regarding upcoming releases, the Jive Release Schedule can be found online at:
https://community.jivesoftware.com/docs/DOC-5415

Additionally, End of Life dates apply to both the core platform and to any associated services. Associated services typically relate to functionality that requires connectivity to services in Jive's cloud. The most common ones are (but not limited to): Cloud Search, Recommender, Mobile Gateway, Apps, Resonata, Jive Present, StreamOnce, and Totango (Jive Business Analytics).

While you may continue to use the core platform beyond the EOL date (though we strongly recommend upgrading to a newer release prior to any EOL), all associated services will reach their End of Life date 90 days after the Major Release EOL date. After the associated services reach their EOL, no improvements or bug fixes to the associated services will be released and access to these services may be downgraded, disrupted or discontinued. The degree of impact varies on a case-by-case basis, and Jive will provide details on any impact to the associated services prior to the EOL date.

"Associated Services" impact statements for specific Major Release versions of Jive will be referenced on the Jive Community at this document:
https://community.jivesoftware.com/docs/DOC-35149

Benefits of Upgrading

Customers who upgrade to the most recent software versions have consistent access to Jive's most advanced product capabilities. While this approach requires customers to periodically upgrade, it still offers customers substantial flexibility and control over the timing of their upgrades.

Consider upgrading to Jive / Jive^X

Jive / Jive^X typically releases a few times throughout the year, historically every quarter, and allows immediate access to new functionality. When your Community is upgraded, you will immediately be able to use the new features well before they become available for Jive hosted and on-premise deployments.

Upgrades to Jive / Jive^X communities are performed by Jive employees and typically are completed with minimal downtime to your site. Site administrators are notified in advance of the planned maintenance windows.

Upgrade Planning

To plan for or discuss a future upgrade Jive has developed an Upgrade Planning Package engagement through our Professional Services team. For more information about this planning and strategy package please contact your Jive Account Manager.

Deprecation of Product Features

From time to time, Jive may need to deprecate product features. Product deprecation information is generally included in Major Release product release notes and related product announcements. You will find deprecation and feature removal notices in the Jive Customers Group, found here: https://community.jivesoftware.com/groups/jive-customers. While Jive will make reasonable efforts to communicate future feature deprecation, we reserve the right to deprecate, modify, or remove features from any future release without prior notification. For the purposes of this section, "deprecate" means to no longer support or provide additional improvements.

Communication of Policy Updates

Any future changes or updates to this policy will be communicated to Carahsoft Technology Corporation and Carahsoft Technology Corporation will deliver the revised policy to their GSA Contracting Officer.

EXHIBIT B

To the Clickwrap License, Hosting and Maintenance Agreement

Jive Software Acceptable Use Policy

Last Updated February 18, 2014

THIS ACCEPTABLE USE POLICY CONTAINS LEGALLY BINDING TERMS APPLICABLE TO YOUR USE OF THE JIVE SOLUTION AND SERVICES, AS DEFINED HEREIN. IF YOU DO NOT AGREE TO THESE TERMS, YOU MAY NOT USE THE JIVE SOLUTION OR SERVICES.

Terms of Service/Acceptable Use Policy

1.   GENERAL. This Acceptable Use Policy ("Jive AUP"), including without limitation the following list of prohibited uses described in Section 5 hereof ("Prohibited Uses"), governs the use of the software, hosting services, cloud services and other offerings (the "Offerings") made available by Jive Software, Inc. and/or its suppliers, affiliated companies and subsidiaries ("Jive"). This Jive AUP is an integral part of your agreement with Jive and is attached as an Exhibit to the EULA in which we provide you the right to access and use our Offerings. The purpose of this Jive AUP is to delineate the type of actions and content that are contrary to our mission and philosophies as well as to ensure that your use of our Offerings is in compliance with applicable laws, rules and regulations.

2.   USER CONDUCT. This Jive AUP is intended to protect the Offerings, employees and customers of Jive, and any end-users from improper, inappropriate, abusive or illegal activity. The prohibited uses described in Section 4 below are intended as general guidelines regarding improper and inappropriate conduct, and should not be interpreted as an exhaustive list.

3.   USAGE DATA. Jive may monitor, collect and use data pertaining to the use of the Solution and Services, provided that any such data collected will be anonymous without reference to the particular Customer, user or end-user. Jive may only use any such data for its internal research and development purposes and may only publicly disclose such data in an aggregated format that in no way identifies Customer or any particular User (e.g. Jive may disclose aggregate Page Views statistics for all of its hosted customers).

4.   PROHIBITED USES.

(a)   The Offerings may not be used for any of the following purposes:

•   Transmission, distribution, retrieval or storage of any data or other material in violation of any applicable law or regulation. This prohibition includes, without limitation, material protected by copyright, trademark, trade secret or other intellectual property right used without proper authorization, and material that is obscene, defamatory, constitutes an illegal threat, or violates export control laws.

•   Sending Unsolicited Bulk Email ("UBE" or "spam"). The sending of any form of UBE through the Solution or Services advertising a web site, landing page, email address or utilizing any Jive resources, is prohibited.

•   Solicitation of a customer from, or to collect replies to messages sent from, another Internet Service Provider where those messages violate this Jive AUP or terms of service of any such provider.

•   Running Unconfirmed Mailing Lists. Subscribing email addresses to any mailing list without the express and verifiable permission of the email address owner is prohibited. All mailing lists run by Jive customers must be closed-loop ("Confirmed Opt-in"). The subscription confirmation message received from each address owner must be kept on file for the duration of the existence of the mailing list.

(b)   The Offerings may not be used to violate system or network security; such behavior may result in criminal or civil liability. You may not engage, without limitation, in the following activities:

•   Gaining unauthorized access to, or attempting to compromise the normal functioning, operation or security of any network, system, computing facility, equipment, data or information.

•   Engaging in any activities or behavior that may interfere with the ability of others to access or use the Solution, Services or the Internet or that is likely to result in retaliation against the Jive Solution or Services, Jive's employees, officers or other agents, including anything that results in any server being the target of a denial of service attack.

•   Monitoring any data, information or communications on any network or system not owned by you without authorization.

•   Gaining unauthorized access to the user accounts or passwords of other users of any system or network.

•   Attempting to intercept, redirect or otherwise interfere with communications intended for others.

•   Intentionally transmitting files or messages containing computer viruses or propagating worms, Trojan horses, or "spyware" programs.

•   Uploading and storing information protected under the privacy or security regulations issued pursuant to the Health Insurance Portability and Accountability Act of 1996 or subject to the Health Information Technology for Economic and Clinical Health Act.

•   Uploading drivers license numbers, passport numbers, social security, tax ID or similar numbers, bank, checking, credit card, debit card, financial, or other personal account numbers, and financial or health information.

•   Unauthorized attempts to gain access to an account or computer not belonging to you, or purposely altering or forging your identity to gain such access. Sending any message or transmitting any electronic communication using a name or address other than your own for purposes of deception is prohibited. Impersonating someone else by altering your source IP address or by using forged headers or other identity information is prohibited. Fraudulently concealing, forging or otherwise falsifying your identity in connection with any use of the Solution or Services.

•   Load testing, probing, scanning, penetration or vulnerability testing of the Services or environment, including without limitation the Hosting Services, to test scalability.

•   Collecting or using email addresses, screen names or other identifiers without the consent of the person identified (including, without limitation, phishing, Internet scamming, password robbery, spidering, and harvesting).

5.   CUSTOMER RESPONSIBILITIES. You are responsible for the activities of your end-users and you will ensure that your agents or representatives and end-users abide by this policy. To the extent legally permissible, complaints about your agents, representatives, and end users will be forwarded to Customer's administrator for action. If violations of the Jive AUP occur, Jive reserves the right to suspend the Offering or take action to stop the offending action from violating Jive's Policy as Jive deems appropriate.

6.   COOPERATION WITH INVESTIGATIONS. Our policy is that we will not disclose your data to any third party without your express written consent unless we are required to do so under applicable laws. Nevertheless, Jive will cooperate with appropriate law enforcement and other governmental agencies and other parties involved in investigating claims of illegal or inappropriate activity, and shall have no liability to you or any third party for any actions taken in connection with such cooperation. You must assist us in these matters when requested.

7.   NOTIFICATION OF VIOLATION. If you become aware of any violation of this Jive AUP by any person, including end-users or third parties, you must immediately notify Jive via e-mail at legal@jivesoftware.com, or through your designated Account Manager at Jive.

8.   CONTACT US

If you have questions or concerns related to this Acceptable Use Policy please contact Jive as follows: Attn: General Counsel

Jive Software, Inc.

915 SW Stark Street, Suite 200

Portland, OR 97205.

Or email: legal@jivesoftware.com