

Narrative Science
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Suite 1500
Chicago, IL 60601
www.narrativescience.com

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

- 1. Scope.** This Carahsoft Rider and the Manufacturer Agreement 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 Agreement 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 Agreement's are inconsistent with the Federal Law (*See* FAR 12.212(a)), they shall be deemed deleted and unenforceable under any resultant orders under Carahsoft's contract #GS-35F-0119Y, including, but not limited to the following:
 - (a) Contracting Parties.** The Government customer (Licensee) is the "Ordering Activity", "defined as an entity authorized to order under Government contracts as set forth in Government Order 4800.2G ADM, as may be revised from time to time. The Licensee cannot be an individual because any implication of individual licensing triggers the requirements for legal review by Federal Employee unions. Conversely, because of competition rules, the contractor must be defined as a single entity even if the contractor is part of a corporate group. The Government cannot contract with the group, or in the alternative with a set of contracting parties.
 - (b) Changes to Work and Delays.** Subject to GSAR Clause 552.243-72, Modifications (Federal Supply Schedule) (July 200 0) (Deviation I 2010) (AUG 1987), and 52.212 -4 (f) Excusable delays. (JUN 2010) regarding which the GSAR and the FAR provisions shall take precedence.
 - (c) Contract Formation.** Subject to FAR Sections 1.601(a) and 43.102, the Government Order must be signed by a duly warranted contracting officer, in writing. The same requirement applies to contract modifications affecting the rights of the parties. All terms and conditions intended to bind the Government must be included within the contract signed by the Government.
 - (d) Audit.** During the term of this Agreement: (a) If Ordering Activity's security requirements included in the Order are met, Manufacturer or its designated agent may audit Ordering Activity's facilities and records to verify Ordering Activity's compliance with this Agreement. Any such audit will take place only during Ordering Activity's normal business hours contingent upon prior written notice and adherence to any security measures the Ordering Activity deems appropriate, including any requirements for personnel to be cleared prior to accessing sensitive facilities. Carahsoft on behalf of the Manufacturer will give Ordering Activity written notice of any non-compliance, including the number of underreported Units of Software or Services ("Notice"); or (b) If Ordering Activity's security requirements are not met and upon Manufacturer's request, Ordering Activity will run a self-assessment with tools provided by and at the direction of Manufacturer ("Self-Assessment") to verify Ordering Activity's compliance with this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

(p) **Installation and Use of the Software.** Installation and use of the software shall be in accordance with the Rider and Manufacturer Agreement, 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 Agreement and to this Rider shall be resolved in accordance with the FAR, and the Contract Disputes Act, 41 U.S.C. §§ 7101-7109. The Ordering Activity expressly acknowledges that Carahsoft, on behalf of the Manufacturer, shall have standing to bring such claim under the Contract Disputes Act.

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

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

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

(t) **Public Access to Information.** Manufacturer agrees that the Agreement and this Rider contain no confidential or proprietary information and acknowledges the Agreement 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.

MASTER SERVICES AGREEMENT

This Master Services Agreement (the "Agreement" or the manufacturer agreement) is made by and between an Ordering Activity, an entity entitled to order under GSA Schedule contracts as defined in GSA Order ADM 4800.2H, as may be revised from time to time. ("Company") and Narrative Science Inc. ("Narrative Science") as of _____, 2014 (the "Effective Date").

Terms

1. Services/Deliverables. Narrative Science will, create and distribute to Company content in the manner and in a form as more fully described in Exhibit A, attached hereto (the "NS Content"). The parties may agree to the development and delivery of additional NS Content which, if applicable, shall be set forth in subsequently executed sequentially numbered Exhibits (e.g., Exhibit A-2). All such Exhibits shall be subject to the terms and conditions of this Agreement.

2. Term; Termination. This Agreement will commence upon the Effective Date and, except as otherwise provided for herein, shall remain in effect until Narrative Science has delivered the NS Content as set forth in a Statement of Work executed by the contracting parties at time of purchase. Any terms or provisions of this Agreement, including those affecting warranties, indemnities, limitation of liability, etc., which by their nature extend beyond the expiration or termination of this Agreement shall remain in effect and survive the termination or expiration hereof.

3. Payment For Deliverables. Subject to the terms of this Agreement, Company agrees to remit to Narrative Science a fee (the "Fee") in exchange for the delivery of the NS Content by Narrative Science to Company as set forth in a mutually executed Statement of Work by the contracting parties at time of purchase.

4. Indemnification; Limitation of Liability

(a) Narrative Science agrees to indemnify, defend and hold harmless Company (and its respective officers, directors, employees, shareholders and agents) from and against any and all, actual or threatened, third party claims, liabilities, losses, damages, injuries or expenses (including reasonable attorney's fees) directly or indirectly arising from or relating to (i) any breach of this Agreement by Narrative Science; or (ii) Narrative Science's violation of any applicable law or regulation (including any claims that the NS IP (defined below) infringes upon any person's or entity's intellectual property rights).

(b) Except for claims arising in connection with either party's indemnification obligations set forth above or Company's payment obligation as to fees owed for Services provided hereunder, neither Narrative Science nor Company shall be liable to one another for any special, consequential (even if a party has been informed of the possibility of such damages), incidental, punitive or indirect damages, losses, costs or expenses of any kind or any lost or imputed profits arising out of this Agreement or the termination thereof, however caused, and whether based in contract, tort (including negligence), product liability or any other theory of liability regardless of whether such party has been advised of the possibility of such damages, losses, costs or expenses. Each party hereto waives any claims that these exclusions deprive such party of an adequate remedy. Except for liabilities resulting from either party's willful misconduct or from either party's indemnification obligations set forth above, Narrative Science's and Company's liability to each other shall not exceed the total amount of the Fees paid or payable by Company to Narrative Science within the one-year period immediately preceding the date that the alleged wrongful act first occurred. 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.

5. Confidentiality. In connection with entering into and performing under this Agreement, each party may receive or have access to commercially valuable technical and non-technical confidential or proprietary information of the other party, including information in whatever form, relating to the business of such party that is not generally known or available to others, including but not limited to,

source code and documentation for software, trade secrets, know how, customer lists, pricing strategies, payment terms, this Agreement, marketing and business plans, information concerning such party's vendors, and such party's contemplated plans, strategies and prospects ("Confidential Information"). In addition to the foregoing, each party recognizes that the other party may have received and in the future may receive confidential or proprietary information of a third party ("Third Party Confidential Information"). Any Third Party Confidential Information disclosed by one party to the other party shall be deemed to be the disclosing party's Confidential Information. Except as expressly and unambiguously allowed herein, the receiving party will hold in confidence and not disclose any Confidential Information of the disclosing party and will similarly bind its employees and agents. Each party acknowledges and agrees that any Confidential Information received or obtained from the other party will be the sole and exclusive property of the other party and may not be used, disseminated or disclosed except as may be necessary to perform the obligations required under this Agreement or as may be required by law. If disclosure is required by law, then, to the extent permitted by law, the party required to disclose Confidential Information will provide notice to and shall reasonably cooperate with the other party (at the other party's request and expense) so that the other party may preserve the confidentiality of the Confidential Information to the extent reasonably possible. Notwithstanding the foregoing, Confidential Information shall not include, and neither party will be liable for disclosure of, any information received by the receiving party under this Agreement if the information: (a) is or becomes generally available to or known to the public through no wrongful act of the receiving party; (b) was previously known by the receiving party through no wrongful act of receiving party; (c) was independently developed by the receiving party without reference to the Confidential Information; or (d) was lawfully disclosed to the receiving party by a third party under no obligation of confidentiality to the other party.

6. Intellectual Property. Narrative Science owns and shall retain all right, title and interest in and to the processes and technology utilized in the creation of the NS Content and all intellectual property (including, without limitation, all copyrights, trademarks, patents and know-how) associated therewith (the "NS IP"). For purposes of clarification, no aspect or component of the NS IP shall be deemed to be included within the NS Content delivered hereunder.

7. Ownership. Upon full payment by Company as set forth in Exhibit A (or any subsequent Exhibits mutually executed by the parties), Company shall own all right, title and interest in and to the NS Content. To the extent that title to any NS Content may not, by operation of law, vest in Company, Narrative Science hereby irrevocably assigns to Company all right, title and interest in and to the NS Content. Notwithstanding the foregoing, Company agrees and acknowledges that Narrative Science may create and distribute content to other customers that contains information and data similar to the NS Content delivered hereunder; however, such content shall not be identical to the NS Content delivered to Company pursuant to this Agreement. Further, Narrative Science will not use any data or other information provided to it by Company for any purpose other than for meeting its obligations under this Agreement.

8. General Provisions

(a) **Representations and Warranties.** Each party represents and warrants to the other party that: (i) such party has all necessary right, power and authority to enter into this Agreement and to perform its obligations hereunder; and (ii) nothing contained in this Agreement or required by such party's performance hereunder will place such party in breach of any other contract or agreement to which it is bound or violate any applicable law, including obscenity, privacy and defamation laws and (iii) the performance under this Agreement shall not infringe or violate upon the intellectual property or privacy rights of any third party. Company represents and warrants that all data that it provides to Narrative Science shall be provided in accordance with all applicable laws and regulations and that it is authorized to provide such data for the use intended hereunder.

(b) **Force Majeure.** Neither party shall be deemed in default of this Agreement to the extent that performance of its obligations or attempts to cure any breach are delayed or prevented by reason of any act of God, fire, natural disaster, accident, riots, acts of government, shortage of materials or supplies, or any other cause beyond the reasonable control of such party; provided, that the party whose performance is affected by any such event gives the other party written notice thereof within three (3) business days of such event or occurrence.

(c) **Relationship.** The relationship of Company and Narrative Science established by this Agreement is that of independent contractors, and neither party is an employee, agent, partner or joint venture of the other.

(d) **Notice.** Any notice, communication or statement relating to this Agreement shall be in writing and deemed effective: (i) upon delivery when delivered in person; (ii) upon transmission when delivered by verified facsimile transmission; or (iii) upon delivery when delivered by registered or certified mail, postage prepaid, return receipt requested or by nationally-recognized overnight courier service, to each party at the address set forth below:

Narrative Science Inc.	(Company Name)
303 East Wacker Drive	_____
Suite 1500	_____
Chicago, IL 60601	_____
Phone: 312 477-0590	_____
Fax No.:	_____
Attn: CEO	_____

(e) **Successors and Assigns.** Neither party may, directly or indirectly, in whole or in part, by operation of law or otherwise, assign or transfer this Agreement or delegate any of its obligations under this Agreement without the other party's written consent. Any attempted assignment, transfer or delegation without such prior written consent will be void and unenforceable.

(f) **Amendments and Waivers.** The failure of either party to insist upon or enforce strict performance by the other or to exercise any right under this Agreement shall not be construed as a waiver or relinquishment to any extent of such party's right to assert or rely upon any such provision or right in that or any other instance, and the same shall be and remain in full force and effect. No change, amendment or modification of any provision of this Agreement shall be valid unless in writing signed by both parties.

(g) **Construction of Agreement.** Each party and its counsel have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement.

(h) **Entire Agreement.** If any provision (or part thereof) of this Agreement is determined by a court of competent jurisdiction as part of a final non-appealable ruling, government action or binding arbitration, to be invalid, illegal, or otherwise unenforceable, such provision shall be enforced as nearly as possible in accordance with the stated intention of the parties, while the remainder of this Agreement shall remain in full force and effect and bind the parties according to its terms.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute a counterpart of this Master Services Agreement as of the Effective Date.

COMPANY NAME

Narrative Science Inc.

(Signature of Authorized Officer)

(Signature of Authorized Officer)

(Printed Name)

(Printed Name)

(Title)

(Title)

(Date)

(Date)