

**Carahsoft Rider to Manufacturer Commercial Supplier Agreements
(for U.S. Government End Users)
Revised 20161213**

- 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 General Services Administration Order OGP 4800.2I, 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 suspension, termination or cancellation of the Manufacturer's CSA, the License, or the Customer's Account are hereby deemed to be deleted. Termination, suspension or cancellation 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.).



TRIFACTA TERMS AND CONDITIONS

1. LICENSE

1.1 Software License. Subject to the terms and conditions of this Agreement, during the Term (as specified on the Trifacta Order Form), Trifacta grants to the Customer identified on the Trifacta Order Form a non-exclusive, non-transferable, non-sublicensable license to use the Trifacta Software (as defined below) solely for the Customer's internal business purposes, solely in accordance with the written and/or electronic end user or technical documentation pertaining to the Trifacta Software that is provided by Trifacta to Customer with the delivery of the Software (the "Documentation") and only for the number of Seats and/or Nodes set forth in the Trifacta Order Form (the "Scope"). For the purposes of this Agreement, "Trifacta Software" shall mean: (a) the object code version of the software products listed below for the quantities identified, and (b) any Documentation, and (c) any updates, upgrades, and/or modifications of the forgoing which are provided to the Customer pursuant to the terms of this Agreement.

1.2 Restrictions. Customer shall not, and shall not authorize any third party to: (i) sublicense, use or duplicate the Trifacta Software, or any portion thereof, except as expressly authorized in this Agreement; (ii) use the Trifacta Software by, or for the benefit of any third party; (iii) modify, translate, or prepare derivative works based upon the Trifacta Software; (iv) reverse-compile or decompile, disassemble or otherwise reverse engineer the Trifacta Software, except to the extent expressly required to be permitted by applicable law; (v) rent, lease, loan, sell, transfer, or distribute the Trifacta Software, or any copy or portion thereof, to any other person or entity; and/or (vi) alter, remove, or obscure any copyright, trademark, or other proprietary notices or confidentiality legend on or in the Trifacta Software. Except for the license expressly granted by Trifacta to Customer under this Agreement, and Trifacta reserves all right, title and interests in and to the Trifacta Software and any derivative works derived therefrom, and all intellectual property rights therein.

1.3 Software Support. Subject to Customer's payment of the applicable Fees for the license, Trifacta shall provide Support for the Trifacta Software as set forth in Exhibit A during the Term.

2. SERVICES.

2.1 Onboarding Services. If Customer has elected to purchase onboarding services related to the Trifacta Software ("Onboarding Services") as set forth on the Trifacta Order Form, Trifacta will use reasonable

commercial efforts to provide those Onboarding Services to Customer in accordance with the Onboarding SOW.

2.2 Customer Obligations. Customer understands that, in order to perform the Onboarding Services and to deliver the deliverable(s) in a timely and accurate manner, Trifacta will need to rely on Customer for access to certain customer hardware, software, systems, data and personnel, and that Trifacta's performance is dependent in part on Customer's actions, including the timely delivery of information/material, the timely performance of certain tasks. Accordingly, Customer will use reasonable commercial efforts to timely provide Trifacta with any items and assistance specified in the relevant statement of work. Any dates or time periods relevant to Trifacta's performance will be extended appropriately and equitably to reflect any delays resulting from Customer actions or inactions or changes to customer products or systems.

3. PAYMENT.

3.1 Fees. In consideration of the license to the Trifacta Software granted hereunder, Customer shall pay to Carahsoft Technology Corporation (Carahsoft) and Carahsoft shall pay to Trifacta the Subscription Fees in the amounts and at the times specified in the Trifacta Order Form.

3.2 Tracking; Reporting. At any time during the Term, if Customer wishes to increase the Scope, then Customer shall notify Carahsoft and the parties shall execute an additional Order Form and the Scope shall be amended to reflect this change. Customer shall pay the applicable fees for the Scope change in accordance with the Prompt Payment Act.

3.3 Payment Terms. All fees paid under this Agreement (collectively "Fees") shall be payable in U.S. dollars and are due within thirty (30) days of Trifacta's invoice. Excluding taxes based on Trifacta's income, Customer is liable for all taxes, duties and customs fees which shall be included in the Fees. Customer shall not be entitled to any refund of any Fees paid for the Trifacta Software if Customer fails to use full Scope of the license during the applicable License Term.

4. TERM AND TERMINATION

4.1 Term. The term of this Agreement shall commence on the Effective Date set forth on the Trifacta Order Form and shall continue for the initial term set forth on the Trifacta Order Form (the "Initial Term"), subject to termination as set forth in Section 4.2.



4.2 Termination. Notwithstanding the foregoing, this Agreement may be terminated by Carahsoft, acting on behalf of Trifacta, pursuant to GSAR 552.212-4 and the Contract Disputes Act, 41 U.S.C. Chapter 71, provided that Carahsoft may request cancellation or termination of this Agreement if such remedy is granted to it after conclusion of the Contracts Disputes Act dispute resolutions process.

4.3 Effect of Termination. Upon any expiration or termination of this Agreement: (i) all licenses and rights granted by Trifacta to Customer hereunder shall terminate; and (ii) Customer will cease all use of the Trifacta Software; and (iii) and Customer shall immediately return to Trifacta the Trifacta Software, all duplicates, and any Trifacta Confidential Information subject to the requirements of the Freedom of Information Act, 5 U.S.C. §552; and (iv) Customer shall pay to Trifacta any fees accrued prior to the date of termination.

4.4 Survival. The provisions of Sections 1.2, 3, 4, 5, 6.3, 6.4, 7 and 8 shall survive and remain effective after the effective date of termination or expiration of this Agreement.

5. INDEMNIFICATION

5.1 Trifacta, at its own expense (including payment of attorney's fees, expert fees and court costs), shall defend Customer from any and all third party claims that the Trifacta Software infringes any patent or copyright or misappropriates any third party's trade secret and shall indemnify Customer from any amounts assessed against Customer in a resulting judgment or amounts to settle a claims, provided that Customer: (a) gives Trifacta prompt written notice of any claim; (b) permits Trifacta to control with Customer the defense or settlement of any claim; and (c) provides Trifacta all reasonable assistance in connection with the defense or settlement of any claim. Customer may participate in the defense or settlement of any claim at its sole expense. If Customer's use of the Trifacta Software is (or in Trifacta's opinion is likely to be) enjoined, Trifacta, at its expense and in its sole discretion, may: (i) procure the right to allow Customer to continue to use the Trifacta Software, or (ii) modify or replace the Trifacta Software or infringing portions thereof to become non-infringing, or (iii) terminate Customer's right to use the affected portion of the Trifacta Software and refund any pre-paid, unused Fees paid therefor. Notwithstanding the foregoing, Trifacta shall have no obligations under this Section to the extent any infringement claim is based upon or arising out of: (i) any modification or alteration to the Trifacta Software not made by Trifacta; (ii) any combination or use of the Trifacta Software with products or services not approved by Trifacta in writing; (iii) Customer's continuance of allegedly infringing activity after being notified thereof; and/or (iv) use of the Trifacta Software not in accordance with the terms of this Agreement. The remedies set forth in this Section constitute Customer's

sole and exclusive remedies, and Trifacta's entire liability, with respect to infringement or misappropriation of third party intellectual property.

6. WARRANTY; DISCLAIMER; LIMITATION OF LIABILITY.

6.1 Software Warranty. Trifacta warrants to Customer that, during the Term the Trifacta Software will perform in all material respects in accordance with its Documentation. Trifacta's entire liability and Customer's sole and exclusive remedy for any breach of the preceding warranty will be for Trifacta, at its option, within forty-five (45) days from the date of Trifacta's receipt of written notification in reasonable detail of the defect from Customer: (i) to correct the defect, or (ii) to replace the non-complying Trifacta Software with complying Trifacta Software, or (iii) if, in Trifacta's judgment, (i) and (ii) above are not reasonably available, to refund the Subscription Fees paid for the period during which the Trifacta Software is non-conforming and any pre-paid, unused Fees and to terminate this Agreement. The warranties do not cover non-conformances due to: (a) any modification, reconfiguration or maintenance of the Trifacta Software performed by any party other than Trifacta, (b) any use of the Trifacta Software on a system that does not meet Trifacta's minimum standards for the Trifacta Software, (c) any software other than the Trifacta Software, or (d) any hardware. Notwithstanding the foregoing, Trifacta shall be responsible under this Section 6.1 only if Customer provides Trifacta with a written warranty claim detailing the non-conformance in the Trifacta Software within thirty (30) days of the non-conformance (the "Warranty Period").

6.2 Service Warranty. Trifacta represents and warrants to Customer that all services provided hereunder shall be performed in a manner conforming to generally accepted industry standards and practices for similar services. Trifacta's entire liability and Customer's sole and exclusive remedy for any breach of the preceding warranty will be for Trifacta to re-perform the nonconforming services, provided that Trifacta must have received written notice of the nonconformity from Customer no later than thirty (30) days after the original performance of the services by Trifacta.

6.3 TO THE MAXIMUM EXTENT PERMITTED BY LAW, EXCEPT AS EXPRESSLY WARRANTED HEREIN, THE TRIFACTA SOFTWARE AND ANY SERVICES PROVIDED BY TRIFACTA HEREUNDER ARE PROVIDED WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE OR IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.



6.4 EXCLUDING CUSTOMER'S RIGHT TO RECOVER FOR FRAUD OR CRIMES ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY FEDERAL FRAUD STATUTE, INCLUDING THE FALSE CLAIMS ACT, 31 U.S.C. §§ 3729-3733, IN NO EVENT SHALL TRIFACTA BE LIABLE FOR CONSEQUENTIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES OR COSTS, INCLUDING LOST PROFITS OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS, WHETHER OR NOT IT HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES OR COSTS; AND (B) IN NO EVENT WILL THE AGGREGATE LIABILITY OF TRIFACTA UNDER THIS AGREEMENT (UNDER ANY THEORY OF LIABILITY) EXCEED THE FEES RECEIVED BY TRIFACTA FROM CUSTOMER IN THE TWELVE (12) MONTH PERIOD PRIOR TO THE CLAIM, WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE.

7. CONFIDENTIAL INFORMATION:

7.1 **"Confidential Information"** means any non-public data, information and other materials regarding the products, services or business of a party (and/or, if either party is bound to protect the confidentiality of any third party's information, of a third party) provided to the other party where the information is marked or otherwise communicated as being "proprietary" or "confidential" or the like, or where the information should, by its nature, be reasonably considered to be confidential and/or proprietary. Without limiting the foregoing, the Trifacta Software, any performance data, benchmark results, and technical information relating thereto, the Documentation shall be deemed the Confidential Information of Trifacta. Notwithstanding the foregoing, Confidential Information shall not include information which: (i) is already known to the Receiving Party prior to disclosure by the Disclosing Party; (ii) becomes publicly available without fault of the Receiving Party; (iii) is rightfully obtained by the Receiving Party from a third party without restriction as to disclosure, or is approved for release by written authorization of the Disclosing Party; or (iv) is required to be disclosed by law or governmental regulation, provided that the Receiving Party provides reasonable notice to Disclosing Party of the required disclosure and reasonably cooperates with the Disclosing Party in limiting the disclosure.

7.2 Disclosure and Use. Each party (the "Receiving Party") agrees to keep the Confidential Information of the other party (the "Disclosing Party") in confidence and not to use the Confidential Information except in performing hereunder. Except as expressly authorized herein, the Receiving Party agrees to: (i) treat all Confidential Information of the Disclosing Party in the same manner as

it treats its own similar proprietary information, but in no case will the degree of care be less than reasonable care; and (ii) disclose the Disclosing Party's Confidential Information only to those employees and contractors of the Receiving Party who have a need to know the information for the purposes of this Agreement, provided that any employee and contractor shall be subject to a binding written agreement with respect to Confidential Information at least as restrictive as the terms of this Agreement, and the Receiving Party shall indemnify and hold the Disclosing Party harmless for any non-compliance of the employee or third party with the terms of this Agreement. Notwithstanding the foregoing, Trifacta may disclose the terms of this Agreement and any other ordering or purchasing documents between the parties related to this Agreement to its third party licensors, in confidence, solely for the purpose of Trifacta's compliance with the terms of the license agreements with those third party licensors. Trifacta acknowledges that Customer's obligations pursuant to Section 7 are subject to the Freedom of Information Act, 5 U.S.C. §552 as well as any relevant order of a United States Federal Court.

8. GENERAL:

8.1 Audit. During each calendar year of the Term and for one (1) year after the Term, Trifacta shall have the right upon forty-five (45) days prior written notice, to examine (or, at Trifacta's discretion, have an independent auditor examine), during Customer's regular business hours, Customer's relevant records and use of the Trifacta Software for the purpose of verifying Customer's compliance with its obligations under this Agreement. Trifacta shall pay the fees and expenses of the auditor for the examination; provided that should any examination disclose a greater than five percent (5%) shortfall in the payments due Trifacta, Carahsoft may invoice Customer for the reasonable fees and expenses of the auditor for that examination. Customer acknowledges that the Trifacta Software may contain automated reporting routines that will automatically identify and analyze certain aspects of use and performance of the Trifacta Software and/or the systems on which they are installed, as well as the operator and operating environment (including problems and issues that arise in connection therewith), and provide e-mail and other reports to Trifacta; this includes, without limitation, information on usage that Trifacta uses for billing purposes. Trifacta will be free to use for development, diagnostic and corrective purposes any data and information it so collects relating to diagnosis, problems, systems, performance, use or functionality, and may allow others to do so.

8.2 Compliance with Laws; Export Control. Customer shall use the Trifacta Software in compliance with all applicable laws, statutes, rules and regulations. Customer acknowledges that the Trifacta Software (including without limitation any Documentation) or



technical information provided hereunder may be subject to United States or other governments' export laws, rules and regulations, and any use or transfer of that technical information or products made using technical information must be permitted or authorized under those laws, rules or regulations. Except as expressly permitted in this Agreement, Customer shall not export or import the Trifacta Software (including without limitation any Documentation) or any technical information provided under this Agreement.

8.3 Notice. Any and all notices or other information to be given by one of the parties to the other shall be deemed sufficiently given when forwarded by certified mail (receipt requested), facsimile transmission or hand delivery to the other party to the address set forth at the beginning of this Agreement. Notices shall be deemed to have been received on the first business day following the day of facsimile transmission or hand delivery, or on the fifth business day following the day of forwarding by certified mail. The address of either party may be changed at any time by giving ten (10) business days prior written notice to the other party in accordance with the foregoing.

8.4 Relationship of the Parties. Neither the making of this Agreement nor the performance of its provisions shall be construed to constitute either of the parties hereto an agent, employee, partner, joint venturer, or legal representative of the other.

8.5 U.S. Government End-Purchaser. As defined in FAR section 2.101, DFAR section 252.227-7014(a)(1) and DFAR section 252.227-7014(a)(5) or otherwise, all Trifacta Software and accompanying documentation provided by Trifacta are "commercial items," "commercial computer software" and/or "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, disclosure or distribution thereof by or for the U.S. Government shall

be governed solely by these terms and shall be prohibited except to the extent expressly permitted by these terms.

8.6 Severability; Waiver. Should any term of this Agreement be declared void or unenforceable by any court of competent jurisdiction, that provision shall be modified, limited or eliminated to the minimum extent necessary and the declaration shall have no effect on the remaining terms hereof, which shall continue in full force and effect. The failure of either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach hereunder shall not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches.

8.7 Assignment. Neither this Agreement, nor any rights, licenses nor obligations hereunder, may be assigned by Customer except pursuant to FAR Clause 52.232-23, Assignment of Claims (JAN 1986) and FAR 42.12 Novation and Change-of-Name Agreements.

8.8 Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the United States.

8.9 Entire Agreement. This Agreement and the Exhibits attached hereto sets forth the entire agreement of the parties with respect to the subject matter contained herein, and no oral or written statement or representations not contained in this Agreement shall have any force or effect. This Agreement may be amended only upon the written consent of both parties.

8.10 Equitable Relief. The parties agree that a material breach of this Agreement adversely affecting Trifacta intellectual property rights in the Trifacta Software may cause irreparable injury to Trifacta and/or its licensors for which monetary damages would not be an adequate remedy and Trifacta shall be entitled to equitable relief (without a requirement to post a bond) in addition to any remedies it may have hereunder or at law.



EXHIBIT A

SUPPORT AND MAINTENANCE SERVICES TERMS AND CONDITIONS

To the extent Trifacta has become obligated for support and maintenance, the following will apply with respect to Trifacta Software so long as they remain Trifacta's standard terms and the Customer is in full compliance with the Agreement. Capitalized terms not defined in Section 4 below have the same meaning as in Trifacta's Terms and Conditions.

1. **SUPPORT AND MAINTENANCE SERVICES.** Support and Maintenance services consist of (a) Error Correction and Support provided to a single consistent technical support contact concerning the installation and use of the current release of the Trifacta Software and the Previous Sequential Release, (b) E-mail Support, (c) Web Support, and (d) Trifacta Software updates that Trifacta in its discretion makes generally available to its support and maintenance customers without additional charge.
2. **ERROR PRIORITY LEVELS.** Trifacta shall exercise commercially reasonable efforts (up to 16 hours per month) to correct any Error reported by Customer in the current unmodified release of Trifacta Software in accordance with the priority level reasonably assigned to the Error by Trifacta.
 - Priority A Errors - Trifacta shall respond within one business day and promptly commence the following procedures: (i) assign Trifacta engineers to correct the Error; (ii) notify Trifacta management that Errors have been reported and of steps being taken to correct Error(s); (iii) provide Customer with periodic reports on the status of the corrections; and (iv) initiate work to provide Customer with a Workaround or Fix. In the event Trifacta is unable to provide a Workaround or Fix for any Priority A Error within eight (8) hours of Customer's notice to Trifacta, Trifacta shall escalate the Error to Trifacta's Vice President of Services. In the event Trifacta is unable to provide a Workaround or Fix for any Priority A Error within forty-eight (48) hours of Customer's notice to Trifacta, Trifacta shall escalate the Error to Trifacta's Chief Executive Officer.
 - Priority B Errors - Trifacta shall exercise commercially reasonable efforts to include the Fix for the Error in the next regular Trifacta Software maintenance release.
 - Priority C Errors - Trifacta may include the Fix for the Error in the next major release of the Trifacta Software.
3. **EXCLUSIONS.** Trifacta shall have no obligation to support: (i) altered or damaged Trifacta Software or any portion of Trifacta Software incorporated with or into other software; (ii) any Trifacta Software that is not the then current release or immediately Previous Sequential Release; (iii) Trifacta Software problems caused by Customer's negligence, abuse or misapplication, use of Trifacta Software other than as specified in the Trifacta's user manual or other causes beyond the control of Trifacta; or (iv) Trifacta Software installed on any hardware that is not supported by Trifacta. Trifacta shall have no liability for any changes in Customer's hardware which may be necessary to use Trifacta Software due to a Workaround or maintenance release. If Trifacta believes that a problem reported by Customer may not be due to an Error in Trifacta Software, Trifacta will so notify Customer. At that time, Customer may (1) instruct Trifacta to proceed with problem determination at its possible expense as set forth below, or (2) instruct Trifacta that Customer does not wish the problem pursued at its possible expense. If Customer requests that Trifacta proceed with problem determination at its possible expense and Trifacta determines that the error was not due to an Error in the Trifacta Software, Carahsoft may invoice Customer at the GSA Schedule Contract rates (if applicable) or Trifacta's then-current and standard consulting rates, for all work performed in connection with the determination, plus reasonable related expenses incurred therewith. Customer shall not be liable for (i) problem determination or repair to the extent problems are due to Errors in the Trifacta Software; or (ii) work performed under this paragraph in excess of its instructions; or (iii) work performed after Customer has notified Trifacta that it no longer wishes work on the problem determination to be continued at its possible expense Notice shall be deemed given when actually received by Trifacta). If Customer instructs Trifacta that it does not wish the problem pursued at its possible expense or if the determination requires effort in excess of Customer's instructions, Trifacta may, at its sole discretion, elect not to investigate the error with no liability therefor.
4. **DEFINITIONS.**
 - "E-mail support" means ability to make requests for technical support assistance by e-mail at any time (with reasonable efforts by Trifacta to respond within one business day) concerning the installation and use of the then current release of the Trifacta Software and the Previous Sequential Release.
 - "Error" means an error in the Trifacta Software which significantly degrades the Trifacta Software as compared to the Documentation.
 - "Error Correction" means the use of reasonable commercial efforts to correct Errors.
 - "Fix" means the repair or replacement of object or executable code versions of the Trifacta Software or documentation to remedy an Error.
 - "Previous Sequential Release" means the release of Trifacta Software which has been replaced by a subsequent release of the same Trifacta Software. Notwithstanding anything else, a Previous Sequential Release will be supported by Trifacta only for a period of twelve (12) months after release of the subsequent release.
 - "Priority A Error" means an Error which renders the Trifacta Software inoperative.
 - "Priority B Error" means an Error which substantially degrades the performance of Trifacta Software or materially restricts Customer's use of the Trifacta Software.
 - "Priority C Error" means an Error which causes only a minor impact on the Customer's use of Trifacta Software.
 - "Support" means technical support assistance concerning the installation and use of the then current release of the Trifacta Software and the Previous Sequential Release. Support shall be available between 7:00AM and 7:00PM Pacific Time on Trifacta's regular business days if Customer has purchased Trifacta Standard Support and twenty-four hours per day, 365 days per year if Customer has purchased Trifacta Premium Support.
 - "Workaround" means a change in the procedures followed or data supplied by Customer to avoid an Error without substantially impairing Customer's use of the Trifacta Software.



THESE TERMS AND CONDITIONS CONSTITUTE A SERVICE CONTRACT AND NOT A PRODUCT WARRANTY. ALL TRIFACTA SOFTWARES AND MATERIALS RELATED THERETO ARE SUBJECT EXCLUSIVELY TO THE WARRANTIES SET FORTH IN THE AGREEMENT. THIS ATTACHMENT IS AN ADDITIONAL PART OF THE AGREEMENT AND DOES NOT CHANGE OR SUPERSEDE ANY TERM OF THE AGREEMENT EXCEPT TO THE EXTENT UNAMBIGUOUSLY CONTRARY THERETO.