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**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 re 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.

All software products purchased or installed from User1st Ltd. ("User1st"), directly or by any reseller, agent, partner or distributor, are subject to the following terms and conditions.

WHEREAS, the user (also referred as "Licensee ") uses certain software owned by User1st Ltd., as well as all documentation provided with such software (the "Software"); and;

WHEREAS, Licensee desires to license from User1st the Software under the terms and conditions contained herein;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants contained herein, the parties agree as follows:

1. GRANT OF LICENSE.

1.1. Subject to the terms herein, User1st hereby grants to Licensee, and Licensee hereby accepts, a limited nonexclusive, nontransferable license to use the Software and the documentations exclusively for the implementation of internet accessibility compliance abilities (the "Purpose"). Licensee may not use the Software in whole or in part for any purpose except as expressly provided under this Agreement. Any unauthorized use of the Software without User1st's prior written consent, is expressly prohibited. Any unauthorized use will dismiss any liability whatsoever of User1st for the Software and any damages caused by such use.

2. TERM AND TERMINATION

2.1 The license begins at the time when the Licensee's license is activated by User1st and thereafter continues in effect perpetually or until the date of termination as set forth in the Commercial Agreement between the customer or reseller and User1st. A license may terminate in whole or in part, due to: (i) a termination of the license date as set forth in the commercial agreement between User1st or any reseller, agent, partner or distributor, and the Licensee (ii) a termination of the agreement by User1st following a breach of any of terms of this Agreement by Licensee, (iii) non-payment of any of the license fees when due (and in case of a limited term license – inter alia the maintenance fees as maintenance and support via for User1st's cloud).

2.2 Effects of Termination: In any event of termination of this Agreement by either Party:

2.2.1 All licenses and rights granted hereunder shall immediately expire and any and all use and/or exploitation by Licensee and/or on its behalf of the Software, and any part thereof, shall immediately cease and expire.

2.2.2 Provisions contained in this Agreement, that are expressed or by their sense and context are intended to survive the termination of this Agreement shall so survive the termination.

2.3 User1st's maintenance services include the following:

2.3.1 Upgrade of the software versions, support for software faults according to the system limitations and to the client's responsibilities. In addition as part of the services, storage for the client's website accessibility mapped data, used only for the means and services of User1st software, all new configuration of the website: correction of web parts or sections, mapping of new web parts or sections, adding new content, changing of existing sections, content or web parts, use and analysis of accessibility monitoring, use and analysis of accessibility validations and use and analysis of users feedback services or any other services provided over User1st cloud, which means any change that may take place, via on premise installation of the JavaScript and JSON/XML files generated by User1st cloud.

2.3.2 Not include the provision of services in the event the Software, or any part or component thereof: (i) have been subject to misuse, negligence, accident or improper installation, use or maintenance by anyone other than Company, or; (ii) have been used in a manner for which it was not intended, or not in compliance with its specifications; and (iv) have been installed on or incorporated in products or environment other than as expressly set forth under this Agreement (including all exhibits thereto) or as otherwise expressly approved in writing by the Company.

3. OWNERSHIP.

Subject to the rights granted in these Terms and Conditions, User1st and/or its third party licensors has/have and will retain all rights, title, and interests in the Software and all intellectual property rights therein. User1st hereby reserves all rights not expressly granted to Licensee in these Terms and Conditions. Licensee may not resell, transfer, sublicense, pledge, lease, rent, or share its rights under this Agreement.

4. RESTRICTIONS.

Except as otherwise expressly provided under this Agreement, the Licensee shall have no right, and Licensee shall not permit any third party, to: (a) copy, modify, disassemble, reverse compile, reverse engineer, reproduce, and create derivative works or modifications of the Software or any parts thereof (b) make error corrections to or otherwise modify or adapt the Software or decompile, decrypt, disassemble, reverse engineer or attempt to reconstruct or discover any source code or underlying ideas, algorithms, file formats or programming or interoperability interfaces of the Software or of any files contained or generated using the Software by any means whatsoever (c) use the Software in any manner not expressly authorized herein; or;

5. COPYRIGHT.

Licensee agrees not to remove or destroy any proprietary marking or legends placed upon or contained within Software. Such copyright notices may appear in any of several forms, including machine-readable form. Licensee acknowledges that (i) rights in the Services are licensed (not sold) to Licensee, and (ii) that Licensee shall have no rights or title in, or to, the Software other than the right to use them in accordance with the terms of this Eula and (iii) Open Source and / or third-party software may be incorporated into the Software. User1st its licensors and any applicable third parties, own all title,

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6. RESPONSIBILITY OF FILES OR DATA.

Licensee understands and agrees that User1st provides limited back-up data specified and relevant storage only for the User1st collected specific data (as HTML, images URL, Flash Word file and PDF URL, accessibility validation records, administration records, clients IP-address, clients feedback), for a limited period of time according to the license agreement (while the minimum is 3 month), service and the services that you are granted are not pretend to intend to protect your files or data, and therefore should not be relayed upon as a back-up service. You have sole responsibility for all files that you send through your use of the services. It is hereby agreed that User1st will not be responsible for any failure of the services to store or send files, or for the deletion, corruption, or loss of any data or files stored or sent using the services.

7. WARRANTY.

7.1 Unless otherwise agreed in writing, the Software is provided "AS IS", without any warranties of any kind. Since the software may be in use by 3rd party vendor, client or integrators, User1st does not guarantee nor make any representation regarding the use, maintenance, training or integration or the results of the use or integration of the Software in terms of correctness, accuracy, compatibility of the site with the Web Content Accessibility Guidelines (WCAG 2.0), any other standards or laws or otherwise, except to the existing capabilities of the software and the software only to comply with WCAG 2.0 at the level of AA, for HTML format restricted to User1st system limitations, and for the use of the software. IN ADDITION USER1ST DISCLAIMS ALL WARRANTIES FOR THE SOFTWARE, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. USER1ST IS OBLIGATED TO PROVIDE SUPPORT FOR THE SOFTWARE ONLY, AND NOT TO THE USE OF THE SOFTWARE

7.2 Notwithstanding any obligations to provide ongoing support or updates to the software, Licensee acknowledges that to the extent at all permitted by the applicable law, and except as provided herein, the Company disclaims any and all other warranties relating to the Software and any related materials, whether express or implied, of merchantability and fitness for a particular purpose.

8. LIMITATION OF LIABILITY.

IN NO EVENT SHALL USER1ST BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS OR SAVINGS), HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT OR OTHERWISE (INCLUDING NEGLIGENCE) ARISING OUT OF THESE TERMS AND CONDITIONS OR OTHERWISE OUT OF LICENSEE

USE OF THE SOFTWARE, EVEN IF USER1ST, ITS AGENTS OR SUPPLIERS HAVE BEEN ADVISED OF THEIR POSSIBILITY.

9. REMEDIES

Unless agreed otherwise in the commercial agreement, In no event shall User1st's liability exceed the price paid by the Licensee to User1st for the license in the twelve (12) months immediately preceding the event giving rise to such claim. This limited warranty is void if the failure has resulted from abuse or misapplication of the Software.

10. CONFIDENTIALITY.

Licensee agrees that User1st's Software contains valuable proprietary information and that unauthorized dissemination or disclosure of the Software could cause User1st irreparable harm. Licensee acknowledges User1st's claim that the Software is User1st's and/or its third party licensors' confidential information (hereinafter "Confidential Information"). Licensee shall hold in strict confidence any such Confidential Information and shall protect the confidentiality of such with the same degree of care as for its own information of like importance, but not less than reasonable degree of care. Licensee undertakes to disclose the Confidential Information only to its employees who have to be so informed on a "need-to-know" basis and, which are bound by a written agreement to maintain the Confidential Information in strict confidence (the "Authorized Personnel"). Licensee shall be responsible that the obligations contained herein are strictly observed by the Authorized Personnel. Confidential Information shall be stored in a well-guarded area to which only the Authorized Personnel shall have access.

11. COOKIES

User1st uses cookies on its software to help the end users via the use of the system and the administrator user for the certain of the website configuration. Cookies are small text files that Web sites often store on the computer hard drives of visitors to their sites. A cookie contains a unique code, which is used to recognize a computer when a user of that computer returns to a Web site that was visited previously. The "help" portion of the toolbar on most browsers will tell you how to stop accepting new cookies, how to be notified when you receive a new cookie, and how to disable existing cookies. However, in order to use certain features of our Web sites, users must have the "cookie" function on their browsers enabled.

12. LOG

User1st uses log files to collect certain aggregate information about Web site use, such as how many users visited user1st software, and the type of profiles selected. User1st may mouse and keyboard activities, as clicks, movements and scrolling. User1st does not collect personally identifiable information that you do not voluntarily enter in User1st software. By collecting these types of information, User1st learn how best to tailor the use of the site in particular to support web accessibility and usability. While we generally examine such information only in the aggregate, such information could be linked back to individual user id.

13. STORAGE

The data is stored over MS Azure Cloud Servers via Europe and United States servers for backup, and recovery needs, according to AZURE's Service Level Agreement, while some of the data may also be distributed for caching needs in other countries via CDN (content delivery network). In cases of on premise integration of the software, some or all of the data may be stored at the clients' data center or other data centers, while User1st will store only a backup for that data for maintenance, support or service's needs. If you reside in Canada, the European Union (EU), or any other jurisdiction with regulations governing the transfer of personal data to other jurisdictions, by registering on our site and agreeing to these terms, YOU EXPRESSLY CONSENT TO THE TRANSFER, STORAGE AND PROCESSING OF THE PERSONAL DATA YOU SUBMIT THROUGH OUR SITE IN COUNTRIES OUTSIDE CANADA, THE EU OR THE COUNTRY IN WHICH YOU RESIDE, INCLUDING WITHOUT LIMITATION IN THE UNITED STATES. If you do not agree to provide such consent, you may not register with User1st registration for additional services and products available via registration.

14. GENERAL.

14.1 This Agreement shall be governed by the laws of the State of Delaware, without regard to the conflict of law principles of any jurisdiction. Venue in any legal proceedings arising under, or in connection with, this Agreement or the matters set forth herein shall be exclusively in any state court of the State of Delaware, provided that User1st may turn to any other court as it deems fit in order to obtain immediate relief. If any action is brought by either party to this Agreement against the other party regarding the subject matter hereof, the prevailing party shall be entitled to recover, in addition to any other relief granted, reasonable attorney fees and expenses of litigation. Each party hereto hereby irrevocably consents and submits to the personal jurisdiction the state court in the state of Delaware and further waives any claim it may have at any time as to forum non conveniens with respect to such venue. the parties hereby expressly waive the right to trial by jury

14.2 Should any term of this Agreement be declared void or unenforceable by any court of competent jurisdiction, such declaration shall have no effect on the remaining terms hereof.

14.3 Survivability: If any clause or provision set forth in this Agreement is determined to be illegal, invalid, or unenforceable under present or future law, the clause or provision shall be deemed to be deleted without affecting the enforceability of all remaining clauses or provisions.

14.4 Any failure by any party to this Agreement to enforce at any time any term or condition under this Agreement will not be considered a waiver of that party's right thereafter to enforce each and every term and condition of this Agreement.

14.5 If you have a specific question regarding this Agreement, you may call the User1st Technical information Person at 1-866-210-9800 or send inquiries via electronic mail to: admin@user1stcom.