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**Carahsoft Rider to Application Security End User License Agreements
(for U.S. Government End Users)**

- 1. Scope.** This Carahsoft Rider and the Workshare, Inc. ('Manufacturer') End User License Agreement (EULA) 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 EULA 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 EULA 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 GSA contracts as set forth in GSA 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
 - (a) Error! Unknown document property name.**

verify Ordering Activity's compliance with this Agreement.

- (e) **Termination.** Clauses in the Manufacturer EULA 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 EULA 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 EULA 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 EULA 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 EULA are hereby deemed to be deleted.
- (j) **Customer Indemnities.** All Manufacturer EULA clauses referencing Customer Indemnities are hereby deemed to be deleted.
- (k) **Contractor Indemnities.** All Manufacturer EULA 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 EULA 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 EULA 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 EULA, 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 EULA 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 EULA and this Rider contain no confidential or proprietary information and acknowledges the EULA 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.

WORKSHARE END-USER LICENSE AGREEMENT

WORKSHARE® SOFTWARE PRODUCT

IMPORTANT - READ CAREFULLY BEFORE INSTALLING:

THIS END-USER LICENSE AGREEMENT is a legal contract between WORKSHARE and the individual or entity which installs or otherwise uses the attached WORKSHARE software product.

BY CLICKING ON THE "ACCEPT" BUTTON AT THE END OF THIS AGREEMENT, WHICH WILL INSTALL THE ATTACHED SOFTWARE, OR BY OTHERWISE INSTALLING OR USING THE SOFTWARE, THE INDIVIDUAL OR ENTITY WHICH INSTALLS OR USES THE SOFTWARE ("LICENSEE") AGREES TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, CLICK THE "CANCEL" BUTTON AND THE INSTALLATION PROCESS WILL NOT CONTINUE.

This Agreement applies (A) to the evaluation of the attached software product by Licensee during the evaluation period, which is without charge, AND (B) to the use of the attached software product after Licensee has paid the license fee and subscription fee to WORKSHARE and has acquired a license to use the Software as provided in this Agreement after the evaluation period (unless WORKSHARE and Licensee have entered into a separate written license agreement applicable to such license to use after the evaluation period).

In this Agreement, "Software" means (a) the object code version of the computer program known as "Workshare", (b) the user manuals and documentation accompanying or published for such program that may be provided by WORKSHARE in its sole discretion, (c) any updates of such program and manuals and documentation, and (d) any copies of the foregoing.

1. EVALUATION LICENSE DURING THE EVALUATION PERIOD

(a) Evaluation License during the Evaluation Period. Upon Licensee's agreement to be bound by the terms of this Agreement as provided above, WORKSHARE grants to Licensee a non-exclusive, non-transferable license to use the Software solely for purposes of evaluating and testing the Software as provided in this Agreement. Such license will be effective for seven (7) calendar days after installation of the Software. The seven-day evaluation period and any extensions thereof that are granted by WORKSHARE in its sole discretion are referred to as the "Evaluation Period" in this Agreement.

(b) Terms and Conditions during the Evaluation Period. During the Evaluation Period, all of the terms and conditions of this Agreement shall be applicable to Licensee's use of the Software, except for provisions herein that expressly indicate that they apply after the Evaluation Period only.

(c) No Rights after the Evaluation Period unless License is Purchased by Licensee. After the Evaluation Period, (i) this Agreement will terminate, (ii) WORKSHARE shall have no obligation to enable Licensee to use the Software, and (iii) Licensee may not use the Software for any purpose, unless Licensee acquires a license to use the Software under Paragraph 2 below and is granted such license by WORKSHARE under Paragraph 2 below.

2. ACQUIRING LICENSE TO USE AFTER THE EVALUATION PERIOD AND GRANT OF LICENSE

(a) Acquiring Licenses for Internal Use after the Evaluation Period, License Fee and Subscription Fee. If Licensee wishes to continue using the Software after the Evaluation Period, then WORKSHARE requires that Licensee pay a license fee (the "License Fee"), together with a subscription fee (the "Subscription Fee") for technical support for the first year, as such License Fee and Subscription Fee are quoted by WORKSHARE in writing to Licensee after receipt by WORKSHARE of (1) a telephone call or email from Licensee requesting such quotation and (2) written certification from Licensee of (i) Licensee's name, (ii) state or province of incorporation or formation, (iii) telephone and fax numbers and address for communications, (iv) name and email address of contact person, (v) address of Licensee's principal place of business and if requested, the addresses of all offices of Licensee, (vi) the total number of users of Licensee's document management system (DMS) or general software system at all offices of Licensee, if based on an enterprise wide schedule, or the total number of user licenses to be purchased.

(b) License for Internal Use after the Evaluation Period. Upon receipt by WORKSHARE from Licensee of payment of the License Fee and the Subscription Fee for the first year, WORKSHARE will provide Licensee with an alpha-numeric key (the "Subscription Key") to enable Licensee to use the Software for up to the maximum number of users or user licenses for which the License Fee and Subscription Fee have been paid to WORKSHARE. Effective upon the sending by WORKSHARE to Licensee of the Subscription Key (the "Effective Date"), WORKSHARE grants to Licensee a non-exclusive, non-transferable, perpetual license to use the Software for internal use only, subject to the terms and conditions set forth in this Agreement (except for Paragraph 1 and those provisions herein that expressly indicate that they apply only to the evaluation license in Paragraph 1 or the Evaluation Period).

(c) Size of the Enterprise and Definition of Site. Licensee agrees that the License Fee and the Subscription Fee, if based on an enterprise wide schedule, payable by Licensee under this Agreement are based on the total number of users of Licensee's document management system (DMS) or general software systems at the Site (as defined

below), and Licensee represents to WORKSHARE that the total number of such users provided by Licensee to WORKSHARE by telephone or email pursuant to Section 2(a) above was accurate as of the date such information was provided to WORKSHARE. "Site" shall mean all offices of Licensee.

(d) Maximum Number of Concurrent Users. If based on an enterprise wide schedule, the license granted in Paragraph 2(b) is subject to the condition that no more than the number of users for which the License Fee and first-year Subscription Fee have been paid to WORKSHARE ("Maximum Number") may use the Software concurrently at any time, and Licensee shall not permit any users in excess of the Maximum Number of users to use the Software concurrently at any one time. The Subscription Key provided by WORKSHARE may enable no more than the Maximum Number of users to use the Software concurrently at any one time. Notwithstanding the foregoing, if the number of users of Licensee's document management system (DMS) or general software system exceeds the Maximum Number by 15% or less, then upon receipt of a written notice of such increase in users from Licensee, WORKSHARE agrees to increase the Maximum Number of users by 15%, without any additional fees, and to send a supplement to the Subscription Key enabling additional users up to 15% of the Maximum Number to use the Software concurrently at any one time. If the number of users of Licensee's document management system (DMS) or general software system exceeds the Maximum Number by more than 15%, then WORKSHARE will not increase the Maximum Number and will not send any supplement to the Subscription Key to enable additional users, unless and until Licensee pays an additional license fee, which will be calculated on the number of users in excess of the Maximum Number (i.e., in excess of the number of users for which the License Fee and first-year Subscription Fee have been paid to WORKSHARE), and additional subscription fees, and also fulfills the other terms and conditions of such increase in users as required by WORKSHARE.

If based on a user license schedule, then Licensee shall use no more than the number of user licenses of the Software purchased by Licensee.

(e) Separate Written License Agreement after the Evaluation Period. NOTWITHSTANDING THE FOREGOING, if Licensee and WORKSHARE enter into a written license agreement that is separate from this electronic Agreement and that grants to Licensee a license to use the Software for internal use after the Evaluation Period, then such written license agreement will supersede and replace this electronic Agreement which shall terminate.

3. SUPPORT AFTER THE EVALUATION PERIOD

If Licensee has acquired a license to use the Software for internal use under Paragraph 2 above, has paid the License Fee and the first-year Subscription Fee for one year and has received a Subscription Key from WORKSHARE, then for one (1) year commencing on the Effective Date and for subsequent one (1) year periods commencing on the anniversary dates of the Effective Date, to the extent Licensee pays the Subscription Fee for such subsequent one-year periods prior to the commencement of

such one-year period (each such one-year period, hereinafter referred to as a "Subscription Period"), Licensee will be entitled to receive (a) technical support for the Software consisting of telephone, fax and e-mail information and advice, except that no support will be provided for portable or home computers not located at the Site or not owned or leased by Licensee, and (b) any updates of the Software generally made available by WORKSHARE to its subscribing licensees of the Software during the Subscription Period (collectively, "Software Support"). Such Software Support will be the obligation of Workshare Ltd. and will be provided by Workshare Ltd. or its designee(s). Requests for such technical support should be submitted to WORKSHARE, which is one of the designees, or such other company as Workshare Ltd. may designate in writing to Licensee. The Subscription Fee for each such subsequent one-year period will be WORKSHARE's standard subscription fee that is in effect for such year for the Software, which fee WORKSHARE may establish from time to time in its sole discretion. The provision of support and updates is subject to the approval of Workshare Ltd., and Workshare Ltd. may terminate such technical support and the providing of updates at any time by giving at least one hundred twenty (120) days' notice to Licensee prior to such termination, provided that Workshare Ltd. will refund a pro rata portion of the Subscription Fee already paid by Licensee for the period following such termination.

4. USE RESTRICTIONS

(a) Permitted Users. At all times during the Evaluation Period and thereafter, Licensee agrees to allow only its then current employees, consultants, independent contractors, authorized representatives and agents hired by and then working for Licensee, and if Licensee is a partnership, its then current partners (collectively, "Permitted Users"), to use the Software for the internal business of Licensee and not to allow any other persons to use the Software or to use the Software for a purpose other than for the internal use of Licensee.

(b) Permitted Computers. At all times during the Evaluation Period and thereafter, if based on an enterprise wide schedule, Licensee agrees to install the Software and make the Software available for use only on (i) computers owned or leased by Licensee which are located at the Site or (ii) laptop or portable computers owned or leased by Licensee; provided that Licensee is authorized to make the Software available on a portable or home computer located at the home or other location outside the Site, for secondary use by a Permitted User who is a principal user of the Software on a primary computer owned or leased by Licensee located at the Site. If based on a user license schedule, then Licensee agrees to install the Software and make the Software available for use only on computers owned or leased by Licensee.

(c) Other Restrictions. At all times during the Evaluation Period and thereafter, Licensee agrees not to (i) copy, modify or create any derivative works of the Software or the Subscription Key, except that Licensee may make a reasonable number of back-up copies of the Software; (ii) decompile, disassemble, reverse engineer, or attempt to derive the source code for the Software; (iii) distribute, sell, rent, lease, sublicense or otherwise transfer rights to the Software or the Subscription Key; or (iv)

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(d) Compliance with Laws. At all times during the Evaluation Period and thereafter, Licensee agrees to comply with all export laws and regulations of the United States, Canada or any other government and agrees not to export or re-export the Software or the Subscription Key in violation of any such laws or regulations. Licensee also agrees to comply with all applicable laws and regulations with respect to the import into any country or the use in any country of the Software or the Subscription Key.

5. NO WARRANTY DURING THE EVALUATION PERIOD

THE SOFTWARE IS DELIVERED TO LICENSEE "AS-IS". WORKSHARE AND ITS AFFILIATES, SUPPLIERS AND RESELLERS MAKE NO WARRANTY AS TO THE INSTALLATION, USE OR PERFORMANCE OF THE SOFTWARE OF ANY KIND OR THE RESULTS OBTAINED FROM USE OF THE SOFTWARE. WORKSHARE AND ITS AFFILIATES, SUPPLIERS AND RESELLERS DO NOT WARRANT THAT THE SOFTWARE IS FREE OF DEFECTS, MERCHANTABILITY, FIT FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, AND DISCLAIM AND EXCLUDE ALL WARRANTIES, EXPRESS OR IMPLIED OR STATUTORY, WITH RESPECT TO THE SOFTWARE, ITS USE, PERFORMANCE, RESULTS OR APPLICATION, THE DISKETTE OR OTHER TANGIBLE MEDIA ON WHICH THE SOFTWARE IS DELIVERED, OR ANY INFORMATION PROVIDED REGARDING THE SOFTWARE.

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Licensee agrees that except for the exclusive remedy set forth in Section 7 for breach of the limited warranty in this Section 6, it will not hold WORKSHARE liable for any failure of the security functionality of the Software to restrict or prevent the sending of documents outside the email system on which the Software is installed, and Licensee will not rely on the Software or its security functionality to restrict or prevent the sending of documents outside any email system.

WORKSHARE shall have no obligations under this limited warranty if Licensee alters, modifies or misuses the Software, violates the terms of this Agreement, or fails to notify WORKSHARE in writing within such sixty (60) day period of any claim under this limited warranty.

7. EXCLUSIVE REMEDIES FOR BREACH OF THE LIMITED WARRANTY

LICENSEE'S EXCLUSIVE REMEDY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN PARAGRAPH 6 ABOVE SHALL BE, AT WORKSHARE'S SOLE DISCRETION, UPON RECEIPT BY WORKSHARE OF TIMELY NOTICE OF SUCH BREACH FROM LICENSEE WITHIN SIXTY (60) DAYS AFTER THE SUBSCRIPTION KEY IS SENT TO LICENSEE BY WORKSHARE:

(A) TO RECEIVE FROM WORKSHARE REPAIRED OR CORRECTED SOFTWARE OR USER MANUAL OR OTHER DOCUMENTATION;

(B) TO RECEIVE FROM WORKSHARE INSTRUCTIONS AS TO HOW LICENSEE MAY ACHIEVE SUBSTANTIALLY THE SAME FUNCTIONALITY WITH THE SOFTWARE AS DESCRIBED IN THE USER MANUAL ACCOMPANYING THE SOFTWARE; OR

(C) TO RECEIVE A REFUND OF THE LICENSE FEE AND THE FIRST YEAR SOFTWARE SUPPORT SUBSCRIPTION FEE PAID BY LICENSEE.

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8. LIMITATION OF LIABILITY

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SOME STATES AND JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF IMPLIED WARRANTIES OR LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, AND PARAGRAPHS 5, 6 AND 8 WILL NOT APPLY ONLY TO THE EXTENT THAT APPLICABLE LAW REQUIRES LIABILITY NOTWITHSTANDING THE LIMITATIONS OR EXCLUSIONS THEREIN.

9. RECORDS; AUDIT

If Licensee has acquired a license to use the Software for internal use after the Evaluation Period under Paragraph 2 above, then Licensee agrees to maintain accurate records as necessary to verify Licensee's compliance with this Agreement, the number of users of Licensee's document management system (DMS) or general software system, and the use restrictions on the Software contained herein. Upon provision by WORKSHARE of at least ten (10) business days' prior written notice, Licensee shall provide WORKSHARE or its designated representative access to such records solely in order to verify such compliance. Licensee agrees that upon the request of WORKSHARE or its designated representative, Licensee will within thirty (30) days after receipt of such request fully document and certify that Licensee's use of the Software complies with the terms and conditions of this Agreement.

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11. TERMINATION UPON EXPIRATION OF THE EVALUATION PERIOD OR THEREAFTER

This Agreement is effective from the date on which the attached Software is installed or used by Licensee until terminated. This Agreement will terminate automatically without notice from WORKSHARE (a) upon the expiration of the Evaluation Period, unless Licensee acquires a license to use the Software under Paragraph 2 above, is granted such license by WORKSHARE under Paragraph 2 above and receives the Subscription Key from WORKSHARE, or (b) if Licensee fails to comply with any provision of this Agreement. Upon Licensee's receipt of a refund of the License Fee and the Subscription Fee pursuant to Paragraph 7 above, this Agreement will terminate. Licensee may voluntarily terminate this Agreement at any time. Upon termination of this Agreement at any time and for any reason, Licensee will (a) discontinue any and all use of the Software, (b) purge the Software from all computer systems, storage media and other files and return to WORKSHARE the Software, including the user manuals and other documentation, and the Subscription Key and all copies thereof, or at the request of WORKSHARE, destroy the Software, the user manuals and other documentation and the Subscription Key and all copies thereof and (c) deliver to WORKSHARE certification that Licensee has complied with these termination obligations. If this Agreement is terminated at any time and for any reason, Licensee will not be entitled to any refund of the License Fee or the Subscription Fee (except as provided in Paragraph 7). Paragraphs 4, 5, 7, 8, 9, 10, 11, 12, 13, 14 and 15 hereof shall survive the termination of this Agreement.

12. NO MODIFICATIONS

No reseller, distributor or dealer of the Software is authorized to make any modifications, extensions, or additions to this Agreement. Any modification, amendment or waiver of any provision of this Agreement will not be effective unless signed by an authorized officer of WORKSHARE and an authorized representative of Licensee.

13. U.S. GOVERNMENT END-USERS

The Software is a "commercial item," as that term is defined in 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all United States Government end-users acquire the Software only as a "commercial item" and only with those rights that are granted to all other end-users pursuant to the terms and conditions of this Agreement.

14. INDEMNIFICATION

Subject to the limitations in Paragraph 8 of this Agreement, including the maximum liability of WORKSHARE to Licensee in Paragraph 8, WORKSHARE hereby agrees to defend, indemnify, and hold Licensee harmless from and against all costs, expenses, liabilities, and judgments (including reasonable attorneys' fees and costs), reasonably incurred as a result of claims and lawsuits instituted by third parties against Licensee alleging that the Software infringes the intellectual property rights of such third party. The obligations of WORKSHARE under the foregoing agreement shall be conditional upon the following: (1) Licensee shall have given written notice to WORKSHARE of any claim or lawsuit for which indemnity is sought, promptly upon becoming aware of such claim or lawsuit and in any event within ten (10) days after receiving written notice of such claim or lawsuit; (2) Licensee shall fully cooperate in the defense or settlement of any such claim or lawsuit, and if requested by WORKSHARE, shall tender the defense to WORKSHARE and permit WORKSHARE to control the defense or settlement thereof, including the selection of counsel; and (3) Licensee shall obtain the prior written agreement of WORKSHARE to any settlement or proposal of settlement of such claim or lawsuit.

15. GOVERNING LAW AND GENERAL PROVISIONS

(a) Governing Law and Other General Provisions. This Agreement shall be governed by the laws of the State of California, excluding its conflict of law provisions, and not by the United Nations Convention on Contracts for the International Sale of Goods. If any provision in this Agreement should be held invalid or unenforceable, such provision shall be modified to the extent necessary to render it valid or enforceable or severed from this Agreement if no such modification is possible, and the other provisions of this Agreement shall remain in full force and effect. Licensee may not assign its rights or delegate its obligations under this Agreement without the prior written consent of WORKSHARE, which consent may be withheld in the sole discretion of WORKSHARE. This Agreement shall be binding on and inure to the benefit of the parties and their successors and assigns.

(b) No Other Agreements. This Agreement is the entire agreement of the parties with respect to the Software, and there are no other agreements, written, oral, electronic or otherwise, with respect to the Software.

(c) WORKSHARE. If Licensee is an entity with its principal executive offices in, or an individual who is a resident of, the United States, Canada, Mexico or any country in Central or South America, when the Software is first installed or used by Licensee, then "WORKSHARE" shall mean Workshare Technology, Inc., a California corporation. If Licensee is an entity with its principal executive offices in, or an individual who is resident, in the United Kingdom, Europe, Asia, Africa or Australia, when the Software is first installed or used by Licensee, then "WORKSHARE" and "Workshare Ltd." shall mean Workshare Ltd., a U.K. company. Notwithstanding the foregoing, WORKSHARE may assign its rights or delegate its obligations under this Agreement to any affiliate of WORKSHARE or any third party.

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