

Carahsoft Rider to Manufacturer Commercial Supplier Agreements
(for U.S. Government End Users)
Revised 20160504

- 1. Scope.** This Carahsoft Rider and the Manufacturer's Commercial Supplier Agreement (CSA) establish the terms and conditions enabling Carahsoft to provide Software and Services to U.S. Government agencies (the "Client" or "Licensee").

- 2. Applicability.** The terms and conditions in the attached Manufacturer's CSA are hereby incorporated by reference to the extent that they are consistent with Federal Law (e.g., the Anti-Deficiency Act (31 U.S.C. § 1341(a)(1)(B)), the Contracts Disputes Act of 1978 (41 U.S.C. § 601-613), the Prompt Payment Act, the Anti-Assignment statutes (31 U.S.C. § 3727 and 41 U.S.C. 15), 28 U.S.C. § 516 (Conduct of Litigation Reserved to Department of Justice (DOJ), and 28 U.S.C. § 1498 (Patent and copyright cases)). To the extent the terms and conditions in the Manufacturer's CSA is inconsistent with the Federal Law (*See* FAR 12.212(a)), they shall be deemed deleted and unenforceable under any resultant orders under Carahsoft's Multiple Award Schedule Contract, GS-35F-0119Y, including, but not limited to the following:
 - (a) Contracting Parties.** The Government customer (Licensee) is the "Ordering Activity", defined as an entity authorized to order under Government contracts as set forth in Government Order 4800.2H ADM, as may be revised from time to time. The Licensee cannot be an individual because any implication of individual licensing triggers the requirements for legal review by Federal Employee unions. Conversely, because of competition rules, the contractor must be defined as a single entity even if the contractor is part of a corporate group. The Government cannot contract with the group, or in the alternative with a set of contracting parties.

 - (b) Changes to Work and Delays.** Subject to General Services Administration Acquisition Regulation (GSAR) 552.238-81 Modifications (Federal Supply Schedule) (APR 2014) (Alternate I – APR 2014) and GSAR 552.212 -4 (f) Contract Terms and Conditions – Commercial Items, Excusable Delays (MAY 2015) (Alternate II – JUL 2009) (FAR Deviation – JUL 2015) (Tailored) regarding which of the GSAR and the FAR provisions shall take precedence.

 - (c) Contract Formation.** Subject to FAR Sections 1.601(a) and 43.102, the Government Order must be signed by a duly warranted contracting officer, in writing. The same requirement applies to contract modifications affecting the rights of the parties. All terms and conditions intended to bind the Government must be included within the contract signed by the Government.

- (d) Audit.** During the term of this CSA: (a) If Ordering Activity's security requirements included in the Order are met, Manufacturer or its designated agent may audit Ordering Activity's facilities and records to verify Ordering Activity's compliance with this CSA. Any such audit will take place only during Ordering Activity's normal business hours contingent upon prior written notice and adherence to any security measures the Ordering Activity deems appropriate, including any requirements for personnel to be cleared prior to accessing sensitive facilities. Carahsoft on behalf of the Manufacturer will give Ordering Activity written notice of any non-compliance, including the number of underreported Units of Software or Services ("Notice"); or (b) If Ordering Activity's security requirements are not met and upon Manufacturer's request, Ordering Activity will run a self-assessment with tools provided by and at the direction of Manufacturer ("Self-Assessment") to verify Ordering Activity's compliance with this CSA.
- (e) Termination.** Clauses in the Manufacturer's CSA referencing termination or cancellation of the Manufacturer's CSA are hereby deemed to be deleted. Termination shall be governed by the GSAR 552.212-4 and the Contract Disputes Act, 41 U.S.C. §§ 601-613, subject to the following exceptions:
- Carahsoft may request cancellation or termination of the CSA on behalf of the Manufacturer if such remedy is granted to it after conclusion of the Contracts Disputes Act dispute resolutions process referenced in Section (q) below or if such remedy is otherwise ordered by a United States Federal Court.
- (f) Consent to Government Law / Consent to Jurisdiction.** Subject to the Contracts Disputes Act of 1978 (41. U.S.C §§ 7101-7109) and Federal Tort Claims Act (28 U.S.C. §1346(b)). The validity, interpretation and enforcement of this Rider and the CSA will be governed by and construed in accordance with the laws of the United States. All clauses in the Manufacturer's CSA referencing equitable remedies are deemed not applicable to the Government order and are therefore deemed to be deleted.
- (g) Force Majeure.** Subject to GSAR 552.212 -4 (f) Contract Terms and Conditions – Commercial Items, Excusable Delays (MAY 2015) (Alternate II – JUL 2009) (FAR Deviation – JUL 2015) (Tailored). Unilateral Termination by the Contractor does not apply to a Government order and all clauses in the Manufacturer's CSA referencing unilateral termination rights of the Manufacturer's CSA are hereby deemed to be deleted.
- (h) Assignment.** All clauses regarding Assignment are subject to FAR Clause 52.232-23, Assignment of Claims (MAY 2014) and FAR 42.12 Novation and Change-of-Name Agreements, and all clauses governing Assignment in the Manufacturer's CSA are hereby deemed to be deleted.
- (i) Waiver of Jury Trial.** All clauses referencing waiver of Jury Trial are subject to FAR Clause 52.233-1, Disputes (MAY 2014), and all clauses governing waiver of jury trial in the Manufacturer's CSA are hereby deemed to be deleted.

- (j) **Customer Indemnities.** All of the Manufacturer's CSA clauses referencing Customer Indemnities are hereby deemed to be deleted.
- (k) **Contractor Indemnities.** All of the Manufacturer's CSA clauses that (1) violate DOJ's right (28 U.S.C. 516) to represent the Government in any case and/or (2) require that the Government give sole control over the litigation and/or settlement, are hereby deemed to be deleted.
- (l) **Renewals.** All of the Manufacturer's CSA clauses that violate the Anti-Deficiency Act (31 U.S.C. 1341, 41 U.S.C. 11) ban on automatic renewal are hereby deemed to be deleted.
- (m) **Future Fees or Penalties.** All of the Manufacturer's CSA clauses that violate the Anti-Deficiency Act (31 U.S.C. 1341, 41 U.S.C. 11), which prohibits the Government from paying any fees or penalties beyond the Contract amount, unless specifically authorized by existing statutes, such as the Prompt Payment Act, or Equal Access To Justice Act 31 U.S.C. 3901, 5 U.S.C. 504 are hereby deemed to be deleted.
- (n) **Taxes.** Taxes are subject to GSAR 552.212-4(k) Contract Terms and Conditions – Commercial Items, Taxes (MAY 2015) (Alternate II – JUL 2009) (FAR Deviation – JUL 2015) (Tailored) and GSAR 552.212-4 (w)(1)(x) Contract Terms and Conditions – Commercial Items, Taxes (MAY 2015) (Alternate II – JUL 2009) (FAR Deviation – JUL 2015) (Tailored).
- (o) **Third Party Terms.** Subject to the actual language agreed to in the Order by the Contracting Officer. Any third party manufacturer will be brought into the negotiation, or the components acquired separately under Federally-compatible agreements, if any. Contractor indemnities do not constitute effective migration.
- (p) **Installation and Use of the Software.** Installation and use of the software shall be in accordance with the Rider and Manufacturer's CSA, unless an Ordering Activity determines that it requires different terms of use and Manufacturer agrees in writing to such terms in a valid task order placed pursuant to the Government contract.
- (q) **Dispute Resolution and Venue.** Any disputes relating to the Manufacturer's CSA and to this Rider shall be resolved in accordance with the FAR, the GSAR and the Contract Disputes Act, 41 U.S.C. §§ 7101-7109. See GSAR 552.212-4 (w)(1)(iii) Contract Terms and Conditions – Commercial Items, Law and Disputes (MAY 2015) (Alternate II – JUL 2009) (FAR Deviation – JUL 2015) (Tailored). The Ordering Activity expressly acknowledges that Carahsoft, as the vendor selling the Manufacturer's licensed software, shall have standing under the Contract Disputes Act to bring such claims that arise out of licensing terms incorporated into Multiple Award Schedule Contract GS-35F-0119Y.

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

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

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

(t) Public Access to Information. Manufacturer agrees that the CSA and this Rider contain no confidential or proprietary information and acknowledges the CSA and this Rider will be available to the public.

(u) Confidentiality. Any provisions that require the Licensee to keep certain information confidential are subject to the Freedom of Information Act, 5 U.S.C. §552, and any order by a United States Federal Court. The Licensee may provide information to other components of the United States Government pursuant to proper requests for such information as permitted by law, regulation or policy (e.g., disclosures to Congress, auditors, Inspectors General, etc.).



SOFTWARE LICENSE AND SERVICES AGREEMENT

This Agreement is made between Cloud Front Group, Inc., a Delaware Corporation, located at 14672 Fieldstone Drive, Saratoga CA 95070 ('CFG') and _____ ('Customer'). The Agreement shall be effective as of _____, 2016 ('Effective Date'). CFG is the owner of proprietary automated imagery redaction software referred to as Multi-Releasable Intelligence Product (MRIP). CFG and Customer agree that the following terms and conditions will apply to each license granted and all services provided under this Agreement.

1. PRODUCT LICENSE 'Products' are the computer software owned or distributed by CFG and specified in an order form ('Order Form') for which Customer is granted a license pursuant to this Agreement; and any related documentation, user guides, installation instructions and release notes ('Documentation'), and updates provided by CFG to Customer. 'Application' means the resulting product package including the Product coupled with the Customer's value added applications software and/or database with which the Product is to be coupled. 'Run-Time Software' means CFG's programs, in object code form, which are required for the execution of the Application. 'On-Line Service' means any dial-up, remote access, interactive, Internet-based or other on-line service or World Wide Web site supported by one or more servers.

1.1 Rights Granted

(a) Grant. CFG hereby grants to Customer the non-exclusive, non-transferable, non-assignable right to: (i) use the Products solely for Customer's imagery processing operations by a single user on a single work station; (ii) copy the Products for archival or backup purposes only; (iii) reproduce the Documentation up to the total number of Product licenses acquired by Customer, and (iv) use the Run-Time Software as part of the Application for the purposes of making such Application accessible to and usable by end users of such Application.

Customer has no right to distribute to third parties any Products or Application via an On-Line Service.

(b)Restrictions. Customer shall not: (i) reproduce or modify the Products except as allowed herein; (ii) cause or allow discovery of source code in any way.

(c) Title. Title to and ownership of all proprietary rights in the Products, and in any Product development made by CFG, will at all times remain the property of CFG or its licensors. Title and ownership of all proprietary rights in the Application, apart from the Run-Time Software, including any copyright, patent, trade secrets, trademark or other intellectual property rights will at all times remain the property of Customer.

(d) Proprietary Notices. Customer agrees to reproduce the copyright, trademark and other proprietary notices contained on or in the Products as delivered to Customer on all copies of such Products and not to remove such notices.

(e) Branding. Customer shall: (i) include a copyright notice on an applicable web page of the Application indicating that portions of the Application including technology used under license from CFG, Inc.; and (ii) include the CFG logo on any HTML document that includes the search function or in the alternate on the results list provided by the search.

1.2 Delivery and Acceptance. CFG will use its best efforts to delivery those Products ordered by Customer within fifteen (15) days. All shipments will be made F.O.B. Destination. The Products shall be accepted in accordance with GSAR 552.212-4(a) Inspection/Acceptance.

2. PRODUCT MAINTENANCE AND PROFESSIONAL SERVICES

Maintenance Services shall be provided in accordance with CFG's Maintenance Services Program as provided in Exhibit C. CFG will provide Maintenance Services for a Product during each period for which Customer has paid CFG's fee for such Maintenance Services ('Maintenance Fee'). Initial Maintenance Services, if purchased, begin either on the date the Product is accepted by the Customer or the effective date set forth on the Order Form ('Commencement Date'). CFG will make available to Customer professional consulting and training services for the Product under the terms and conditions of CFG's then-standard applicable services agreement in consideration for payment of CFG's fee for such services and reasonable out of pocket expenses.

3. TERM AND TERMINATION The pricing stated on Exhibit A shall remain in effect for a period of three (3) years. The term of this Agreement will begin on the Effective Date and will continue unless terminated pursuant to this Section 3. Either party may terminate this Agreement upon thirty (30) days written notice to the other of a material breach of this Agreement by the other party if the defaulting party has not cured such breach within such thirty (30) day period; provided, however, that CFG may terminate this Agreement immediately upon delivery of

notice in connection with any breach by Customer of Section 1.1(a), (b), (c) or (d). Upon termination of this Agreement for any reason, the license granted to Customer in Section 1.1 and all other rights granted to Customer under this Agreement shall immediately cease, and Customer shall immediately return to CFG, or certify the destruction of, all copies of Products in Customer's possession. However, if the Agreement terminates or expires for any other reason other than CFG's termination of Customer in accordance with this Section, then the Customer shall have the right to continue to use internally at no additional charge both the Products and the Application actually deployed prior to the date of expiration or termination.

Notwithstanding the above, after the termination of this Agreement, the number of Subscribers who are actively using an Application through a personal computer or server upon which such an Application, respectively, is installed as of the date of termination, and no new Subscribers may be added. The rights and obligations contained in Sections 1.1(b), 1.1(c), 1.1(d), 1.3, 5.4, 6 and 8 and any payments due hereunder shall survive any termination of this Agreement.

4. INFRINGEMENT INDEMNITY

CFG agrees to defend, indemnify and hold Customer harmless from all settlements agreed to by CFG and all costs and damages awarded to a third party to the extent they arise out of a claim that the Products as delivered to Customer infringe a U.S. copyright, U.S. Patent. Such obligation is subject to the following conditions: (i) Customer shall notify CFG in writing within thirty (30) days of the date Customer first becomes aware of a claim; (ii) CFG has sole control of the settlement, compromise, negotiation and defense of any such action; and (iii) Customer gives CFG all reasonably available information, assistance and authority, at CFG's reasonable expense, to enable CFG to do so. CFG may, at its option, obtain the right to continued use of the Products, substitute other equivalent software, or modify the Products so they are no longer infringing, or, if none of the foregoing remedies are commercially feasible, terminate Customer's right to the allegedly infringing Products and refund to Customer the amount which Customer has paid for such Products. The foregoing indemnity shall not apply to any infringement claim arising from Products which have been modified by parties other than CFG or use of the Products in conjunction with other software or hardware where use with such other software or hardware gives rise to an infringement claim. THE FOREGOING STATES CUSTOMER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO CLAIMS OF INFRINGEMENT OF THIRD PARTY PROPRIETARY RIGHTS OF ANY KIND, AND CFG EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY OF NONINFRINGEMENT.

Customer agrees to defend, indemnify and hold CFG harmless from all settlements agreed to by Customer and all costs and damages awarded to a third party to the extent they arise out of: (i) Customer's or its Subscribers use of any product not provided by CFG but used in conjunction with the Product if such claim would have been avoided by exclusive use of the Product, or (ii) negligence, misrepresentation, or error or omission on the part of Customer or representatives of Customer, (iii) Customer's or Subscribers' infringement of any content providers intellectual

property, or (iv) any claims, or express or implied warranties or representations made by Customer or Customer's employees or agents not authorized by this Agreement.

5. WARRANTIES AND DISCLAIMERS

5.1 Warranty for Products. CFG warrants to Customer that Products will perform substantially in accordance with the Documentation for a period of ninety (90) days after the Commencement Date for such Product ('Warranty Period'). If during the Warranty Period, Customer reports a Product error which prevents the Product from meeting this warranty, CFG will correct the error, in accordance with its Maintenance Services Program. If CFG is unable to correct or provide a reasonable work-around for the error, CFG will accept the return of the defective Products and CFG will refund the license fees paid by Customer for such Products. This limited warranty shall not apply if the Product has been modified without CFG's express authorization. The foregoing is Customer's sole and exclusive remedy for breach of warranty by CFG for the Products.

5.2 Warranty for Product Media. CFG warrants to Customer that during the Warranty Period the media on which a Product is furnished by CFG under this Agreement is free of defects in materials and workmanship under normal use. If Customer reports a defect in the media during the Warranty Period CFG will replace it at no charge. The foregoing is Customer's sole and exclusive remedy for breach of warranty by CFG for the Product media.

5.3 Warranty for Professional Services. CFG warrants that any professional services provided to Customer pursuant to Section 2 will be of a professional quality, conforming to generally accepted industry standards and practices for similar services and products. If CFG fails to perform such services as warranted hereunder and Customer reports such failure to CFG during the ninety (90) day period after the completion of such services, CFG will, at its expense, re-perform the services. The foregoing is Customer's sole and exclusive remedy for breach of warranty by CFG for professional services.

5.4 Disclaimer of Warranties. Except for the warranties provided above, all Products are provided on an 'AS IS' basis. CFG does not warrant that the Products will meet Customer's requirements, that the operation of the Products will be uninterrupted and error-free, or that the Products will operate in combination with hardware and/or software products not supplied by CFG. EXCEPT FOR THE EXPRESS WARRANTIES STATED ABOVE, CFG MAKES NO ADDITIONAL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, AS TO ANY OTHER MATTER WHATSOEVER. IN PARTICULAR, ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT ARE HEREBY EXPRESSLY DISCLAIMED.

6. LIMITATIONS OF LIABILITY

6.1 Limitations on Damages: CFG SHALL NOT BE LIABLE OR OBLIGATED IN ANY MANNER FOR ANY LOSS OF USE, INTERRUPTION OR BUSINESS, OR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT PRODUCT LIABILITY, OR OTHERWISE, EVEN IF CFG HAS BEEN INFORMED OF THE POSSIBILITY THEREOF IN ADVANCE. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, CFG'S LIABILITY TO CUSTOMER OR SUBSCRIBERS UNDER THIS AGREEMENT SHALL NOT EXCEED, IN THE AGGREGATE, THE LICENSE FEES DUE TO CFG UNDER THIS AGREEMENT FOR THE PRODUCT WHICH IS THE BASIS OF THE CLAIM.

7. FEES AND PAYMENTS

Customer agrees to pay CFG the fees set forth in the relevant Order Form for the Products and services provided to Customer under this Agreement. Invoices for payment of Product license fees and initial Maintenance Fees shall be rendered to Customer upon CFG's shipment of the Products. Maintenance renewal fees will be invoiced in accordance with the then-current Maintenance Services Program. Invoices for payment of professional services and/or Product training will be rendered monthly. Payment is due when thirty (30) days from the date of invoice. In addition to any payments due to CFG under this Agreement, Customer will pay all applicable taxes based upon CFG's net income.

8. GENERAL

8.1 Controlling Law and Forum. This Agreement shall be governed by the laws of the U.S. and the State of California without application of the principles of conflicts of laws. The jurisdiction for any legal action shall be a state or federal court in Santa Clara County, California.

8.2 Notices. All notices required under this Agreement shall be in writing and shall be deemed given upon receipt. All notices must be delivered, if to Customer, to the address and recipient of Customer set forth on the order form, and if to CFG, to the Controller at the address set forth above.

8.3 Waiver and Severability. The waiver by either party of any default or breach of this Agreement shall not constitute a waiver of any other default or breach. Unenforceability or invalidity of any provision of this Agreement shall not render this Agreement unenforceable as a whole.

8.4 Force Majeure. Except for the payment of money, neither party will be --liable for any failure or delay in performance under the Agreement which might be due to strikes, shortages,

riots, insurrection, fires, flood, storm, explosion, acts of God, war, government action, inability to obtain delivery of parts, supplies, or labor, labor conditions, earthquakes or any other cause which is beyond the reasonable control of such party.

8.5 Injunctive Relief. It is expressly agreed that a material breach of this --Agreement will cause irreparable harm to CFG and that a remedy at law would be inadequate. Therefore, in addition to any and all remedies available at law, CFG will be entitled to an injunction or other equitable remedies in all legal proceedings in the event of any such threatened or actual breach of this Agreement.

8.6 Export Control. Customer agrees that it would not export or re-export the Products, or a direct derivative of the Products without the appropriate U.S. government licenses.

8.7 Government End Users. RESTRICTED RIGHTS: If the Software is acquired under the terms of a proposal or agreement with the United States Government or any contractor therefor, the Software is subject to the following: (a) For acquisition by or on behalf of civilian agencies, as necessary to obtain protection as 'commercial computer software' and related documentation in accordance with the terms of this Commercial Software Agreement as specified in 48 C.F.R. 12.212 of the Federal Acquisition Regulations and its successors; (b) For acquisition by or on behalf of units of the Department of Defense ('DoD') as necessary to obtain protection as 'commercial computer software' and related documentation in accordance with the terms of this commercial computer software license as specified in 48 C.F.R. 227-7202-2 of the DoD F.A.R. Supplement and its successors.

8.8 Entire Agreement. This Agreement, including the GSA Multiple Award Schedule into which this Agreement is incorporated, the order forms and -attachments, constitutes the entire agreement between the parties regarding its subject matter. This Agreement supersedes all prior proposals, agreements or other communications between the parties, oral or written, regarding such subject matter. This Agreement shall not be modified unless in writing and signed by authorized representatives of CFG and Customer. Neither party may assign any rights or obligations under this Agreement without the prior written consent of the other party. It is expressly understood and agreed that the terms and conditions of this Agreement shall apply to all orders and shall, to the extent that there may be conflicts, the order of precedence will be determined in accordance with GSAR 552.212-4(s).

Customer: _____

CFG, Inc.

By:/s/_____

By:/s/J. A. Garvey

Name: _____

Name: J. A. Garvey

Title: _____

Title: CEO

EXHIBIT A
LICENSED PRODUCTS AND FEES

1. LICENSED PRODUCTS: ---CFG MODEL 16 IMAGE REDACTION ENGINE on Windows 7 Platform - on a single Server for support of a single user. 'Server' means a computing device acting as a server for a network of interconnected computing devices, whether within an enterprise or other Web, intranet or Internet environment, upon which the Products or an Application may be installed or accessed.

2. LICENSE FEE: In consideration for _____ license(s) granted hereunder, Upon the Effective Date, Customer shall pay to CFG a one-time, nonrefundable, non-recoupable license fee in the amount of _____ . and the applicable _____ percent (___%) maintenance fee.

3. MAINTENANCE AND SUPPORT: In consideration for maintenance and support services provided, Customer shall pay to CFG:

(i) the annual maintenance fee in the amount of US\$_____ (the 'Base Rate'), due and payable upon the Effective Date,

(ii) on or before each anniversary of the Effective Date, the amount equal to the sum of (A) the Base Rate, (B) the number calculated by multiplying the total number of licenses as of such anniversary (beyond the first _____) licenses multiplied by and _____ Dollars (US\$_____) and

(iii) within thirty (30) days following the end of each quarter, Customer shall pay to CFG the amount as stated above under Section 3(ii) for each new license added by Customer during such quarter, with such amounts being prorated to reflect the number of months of usage of each such license for the year ending February 28 during which the license is added.

CONSULTING SERVICES: CFG shall provide Customer with consulting, as outlined in Exhibit B, for an amount equal to US\$_____. Such consulting fee shall be due and payable within thirty (30) days from the Effective Date.

EXHIBIT B
To Be Determined

EXHIBIT C

SOFTWARE SUPPORT TERMS AND CONDITIONS

For all Licensees who purchase Maintenance services, CFG provides support in the form of Error Corrections, Software Updates, and Telephone Hotline Support. For Software which is supported, Maintenance Services are provided only for (i) the current release of the Software, (ii) the most recent previous release of the Software, and (iii) any other release of the Software for one year after its general availability; after which time CFG shall have no obligation to support such release, unless otherwise agreed to in a separate written agreement between the parties.

The initial effective date of Maintenance Services is the date Software is accepted by the Customer or as stated on the effective date set forth on the Order Form.

DESCRIPTION OF SERVICES PROVIDED DURING A MAINTENANCE PERIOD

A) Error Corrections. CFG shall exercise commercially reasonable --efforts to correct any error reported by the Licensee in the current unmodified release of the Software in accordance with the priority level reasonably assigned to such error by CFG. If a reported error has caused the Software to be inoperable, or the Licensee's notice to CFG states that the reported error is substantial and material with respect to the Licensee's use of the product, CFG shall use its reasonable commercial efforts to correct expeditiously such error or to provide a software patch or bypass around such error. The Licensee acknowledges that all reported errors may not be corrected.

B) Software Updates. CFG provides, at no additional cost, one (1) copy -of all published revisions to the printed documentation and one (1) copy of, or authorization to copy, new releases of the products, which are not designated by CFG as new products for which it charges a separate fee. CFG, may in its sole discretion, modify the Software and deliver Software Updates to Licensee which may add new and/or eliminate existing features, functions, operating environment and/or hardware platforms to the Software. Licensee may continue to reproduce and distribute the previous version of the Software until the date on which such Licensee products are revised, at which time Licensee will incorporate the Software Update(s) into such products.

C) Telephone Hotline Support. CFG provides telephone assistance to all Licensees who have purchased Maintenance services. Telephone Hotline Support hours of operation and telephone numbers for the relevant geographic region may be found on CFG's web site at www.CFG.com. CFG Support personnel are available to answer questions related to CFG's supported products and how they perform with compatible hardware systems. Assistance in the development of

custom applications for CFG's products is not included in standard hotline support. If Licensees wish to acquire such support, it is available through CFG's Consulting group at the then-current consulting rates.

SOFTWARE SUPPORT AND SUSTAINMENT PROGRAM TERMS AND CONDITIONS

For all Licensees who purchase Maintenance and Sustainment services, Cloud Front Group (CFG) provides maintenance support in the form of Error Corrections and Software Updates and BAE Systems (BAE), its subcontract sustainment operating element, provides Telephone Hotline, email and fax support as well as access to the MyGXP customer portal, focus groups, software training at regional training centers and fee based on-site training and support. For Software which is supported, Maintenance Services are provided only for (i) the current release of the Software, (ii) the most recent previous release of the Software, and (iii) any other release of the Software for one year after its general availability; after which time CFG shall have no obligation to support such release, unless otherwise agreed to in a separate written agreement between the parties.

The initial effective date of Maintenance and Sustainment Services is the date Software is accepted by the Customer or as set forth on the Order Form.

DESCRIPTION OF SERVICES PROVIDED DURING A MAINTENANCE PERIOD

A) Error Corrections. CFG shall exercise commercially reasonable --efforts to correct any error reported by the Licensee in the current unmodified release of the Software in accordance with the priority level reasonably assigned to such error by CFG. If a reported error has caused the Software to be inoperable, or the Licensee's notice to CFG states that the reported error is substantial and material with respect to the Licensee's use of the product, CFG shall use its reasonable commercial efforts to correct expeditiously such error or to provide a software patch or bypass around such error. The Licensee acknowledges that all reported errors may not be corrected.

B) Software Updates. CFG provides, at no additional cost, one (1) copy -of all published revisions to the printed documentation and one (1) copy of, or authorization to copy, new releases of the products, which are not designated by CFG as new products for which it charges a separate fee. CFG, may in its sole discretion, modify the Software and deliver Software Updates to Licensee which may add new and/or eliminate existing features, functions, operating environment and/or hardware platforms to the Software. Licensee may continue to reproduce and distribute the previous version of the Software until the date on which such Licensee products are revised, at which time Licensee will incorporate the Software Update(s) into such products.

C) Customer Support. CFG provides access to the customer support team at any time

To initiate a request, complete the support request form on the MyGXP Customer Portal, or use the support numbers listed below. As soon as an issue that needs to be resolved is encountered, notify Customer Support immediately and every effort will be made to resolve issues as soon as possible. When contacting the GXP Customer Support department, please have the following information available to expedite the process:

- Software name and version number
 - Exact wording of any message that appeared on your computer screen
 - What happened, what you were doing when the problem occurred
 - How you have tried to solve the problem
- Hardware description, memory, graphics card, and manufacturer, operating system, and version number.

Once received, each reported incident is given a unique identification number for reference. After an incident is logged, the user is contacted by the next available support engineer for the product being used.

Initial Response Time committed to logging a new request is within four working hours, and responding to a new request is within one business day.

D) Contact Customer Support.

Region	Direct	Toll Free
Americas	703 668 4385 858 675 3955	800 316 9643 877 762 3873
Asia, Australia, Pacific Rim	+61 2 6160 4044	
Europe, Middle East, Africa	+44 1223 370022	
India	+91 11 4341 2367	

Customers located outside of these regions who need product support must submit a support request form via the MyGXP Customer Portal:

Customer Portal	www.MyGXP.com
Email:	gxp.support@baesystems.com

E) Resolution Time. For customers with current Maintenance and Sustainment Agreements in place, every effort will be made to ensure that MRIP product performs in all material respects

in accordance with the software documentation. The time required to answer questions and resolve problems depends on the type of problem and whether it is reproducible at our site.

Ordinarily, questions are answered and solutions suggested to problems on the same day received. Generally, documented issues can be resolved quickly with satisfactory workarounds, if needed. If research or consultation is required, a complete response may take two-to-three business days. In rare circumstances, resolution may take longer. If the problem turns out to be a coding or documentation error for which there is no workaround, resolution may have to wait for a future programming modification, which is typically issued as a software patch. Software patches may take longer to reach classified and international customers due to the additional paperwork required for these shipments.

During the decision making process regarding appropriate action and resource allocation required to solve problems, CFG takes into account the severity of the problem, which could fall into one of the following categories:

Severity	Criteria	Status Updates
Level 1	System is down. i.e., The problem causes the system to be inoperable to all users and data may be lost.	CFG will provide status every business day until closure of the Technical Support Incident
Level 2	There is a functional problem that has a significant impact, threatening productivity; such problems may be difficult to work around and may reduce system usage considerably, but there is no data loss.	CFG will provide status every business day until closure of the Technical Support Incident
Level 3	The problem may have a significant impact on production, for example, production proceeds but is impaired; a work around may be available with no data loss.	CFG will provide status every three (3) business days until closure of the Technical Support Incident
Level 4	The problem is minor with no significant effect on productivity, however the user experience is unsatisfactory to some extent; the appearance of the software may not be ideal; the issue could be defined as an enhancement/cosmetic request	CFG will provide status every five (5) business days until closure of the Technical Support Incident

Problems based on a call that can be reproduced are corrected based upon severity and their impact on multiple users. The solution is provided with a patch, as defined earlier in this document.

Every effort is made to correct problems in the first two categories, which are sometimes referred to as substantial defects, and issue a patch within a reasonable time frame. This relates to problems encountered regarding the use or performance of the software as opposed to enhancement requests. Level three issues may be treated this way, or CFG may decide, after due consideration, that resources are better used by treating them in the same way as Level four.

Level four issues, however, are most likely to be designated as enhancement requests. CFG is under no obligation to provide these under this Software Maintenance and Sustainment Agreement but may elect to do so, in either a patch or a new release, according to the potential sales impact and the number of users the enhancement assists.

The final determination of severity or level of an issue will be made by the CFG director of product management.