

**END-USER LICENSE AGREEMENT  
(DiscoverTasker Software Application)**

This End-User License Agreement ("EULA") is a legal agreement between you and Discover Technologies LLC ("DT") for DT's DiscoverTasker Software Application, branded under the name DiscoverTasker, that accompanies this EULA, which includes computer software and related media, printed materials, and online or electronic documentation (collectively "DTSA"). This EULA is further subject to, and is hereby incorporated into, the Carahsoft Technology Corporation's ("Carahsoft") GSA Multiple Award Schedule (MAS) 70 Contract ("MAS 70 Contract"). "You" and "your" mean the Government Customer (Agency) who, under GSA Schedule Contracts, is the "Ordering Activity," defined as an "entity authorized to order under GSA Schedule Contracts" as defined in GSA Order ADM4800.2I, as such order may be revised from time to time.

1. Software Application License Grant. DT grants to you a personal, non-exclusive license to use one copy of DTSA with the Service Now software product(s) which you also licensed. Only you may use DTSA. If you are a legal entity, DT grants to you a personal, non-exclusive license to use DTSA with the Service Now software product(s) which your organization also licensed, for the number of named end users within your organization. No one outside your organization may use DTSA.
2. Copies, Storage and Use. You may make and use one copy of the DTSA documentation, provided that the copy is only used for personal purposes and is not republished or distributed (either in hard copy or electronic form) beyond your premises. You may also store or install a copy of DTSA on a storage device, such as a network server, used only to install or run DTSA on computers used by licensed end users. A single license for DTSA may not be shared or used concurrently by multiple end users.
3. Third Party Software. The license to DTSA is combined with a license to one or more ServiceNow software programs and DTSA is dependent on the ServiceNow software program(s). Any third-party software from ServiceNow is subject to the terms and conditions of a license agreement from ServiceNow. If required by ServiceNow, additional agreements may be furnished prior to the installation of their software and/or DTSA. Since DTSA is dependent on the ServiceNow software, you must have installed and configured the ServiceNow software consistent with the instructions and best practices of Service Now for DTSA to run efficiently and correctly. If you need assistance re-installing or re-configuring the ServiceNow software, DT may be able to perform those services for an additional fee.
4. Term. The term of this EULA will commence on the date that DTSA is first installed, copied or used by an end user, and will continue for as long as the end user pays the monthly fee.
5. Fees and Payment. The end user licensee agrees to pay DT the monthly amount set forth in Exhibit A. The fees paid are non-refundable. The fee is exclusive of any federal, state, or local sales or use taxes, or any other taxes or fees assessed on or in connection with the license or the maintenance services. You agree to pay taxes as permitted under 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).

6. Technical Support. DT will provide technical support for DTSA as set forth in Exhibit A. The technical support shall include (i) the diagnosis of DTSA problems, and (ii) a resolution of the DTSA problem(s), but not a diagnosis or a resolution of any Service Now software problems. Generally, DT will provide email and telephone support on the next business day. The term “business day” is defined as 9:00 a.m. through 5:00 p.m. Eastern Standard Time, excluding federal holidays and weekends. DT will use commercially reasonable efforts to address reported and reproducible errors related to DTSA and the instruction manual. Emails for support can be sent to [taskersupport@discovertechnologies.com](mailto:taskersupport@discovertechnologies.com).

7. Maintenance. From time to time DT may provide an end user with a patch, an update, or a release and the latest version of DTSA along with other technical material. The end user licensee does not have the right to use or transfer the prior version(s) of DTSA and shall destroy or archive the prior version(s) of DTSA. All patches, updates, releases and new versions shall be subject to the EULA and Carahsoft’s MAS 70 Contract.

8. No Separation of Components or Disclosure of any Benchmark Testing. DTSA is licensed as a single product and its component parts are proprietary and may not be separated for individual use. You may not disclose the results of any benchmark test related to DTSA and/or any proprietary components of DTSA to any third party without DT’s prior written approval.

9. Limitations on Reverse Engineering, De-compilation and Disassembly. You may not reverse engineer, decompile, or disassemble DTSA.

10. No Rental, Commercial Hosting or Sales. You may not rent, lease, or lend DTSA. DTSA is "Not for Resale" and may not be sold or otherwise transferred for value.

11. Reservation of Rights and Ownership. DT reserves all rights not expressly granted to you in this EULA. DTSA is protected by copyright and other intellectual property laws. DT owns the title, copyright, trademark, and other intellectual property rights in DTSA. DTSA is licensed to you, not sold.

12. Additional Software. This EULA and Carahsoft’s MAS 70 Contract apply to updates, supplements or add-on components of DTSA that DT may provide or make available to you after the date you obtain your initial copy of DTSA, unless DT provides other terms along with the update, supplement or add-on component.

13. Upgrades. To use a version of DTSA identified as an upgrade, you must first be licensed for DTSA to be identified by DT as eligible for the upgrade. Instead of installing and using DTSA, you may continue to use copies of an earlier version of DTSA. Your use of an earlier version shall be governed by this EULA and Carahsoft’s MAS 70 Contract, but your rights to use an earlier version shall terminate when you install the upgraded DTSA.

14. Reserved.

15. Consent to Use of Data. You agree that DT may collect and use technical information gathered as part of any product support services provided to you related to DTSA. DT may use this information to

improve its product or to provide customized services or technologies to you, but DT will not publicly disclose this information in a form that personally identifies you.

16. Links to Third Party Sites. If you link to a third-party site while using DTSA, please note that the third-party sites are not under the control of DT. DT is not responsible for the content on any third-party site, any links contained in a third-party site, any changes or updates to a third-party site, or any webcasting or another form of transmission that may be received from any third-party site.

17. Export Restrictions. DTSA is subject to U.S. export jurisdiction and restrictions. You agree to comply with all applicable federal laws that apply to DTSA, including the U.S. Export Administration Regulations, as well as end-user, end-use, and destination restrictions issued by the U.S. government.

18. Limited Warranty. DTSA is designed and offered as a software application that operates with Service Now software, not for general purposes and not for any particular purpose of an end user. You accept that DTSA is not error free and you are strongly advised to back-up your files regularly. If you have a valid license to use DTSA, DT warrants that for a period of thirty (30) days from the date of receipt of your license that DTSA it will perform substantially in accordance with the written materials that accompany DTSA. Any replacement software for DTSA will also be warranted for thirty (30) days ("Limited Warranty"). In addition, DT will undertake reasonable efforts to provide technical assistance under this EULA as provided in Exhibit A and will endeavor to provide solutions to problems where DTSA does not function as described in the instruction manual, but DT does not guarantee that the problems will be solved within an end user technical environment or that DTSA will be error-free. DT will provide the end user licensee with substantially the same level of technical support throughout the term of this EULA as provided in Exhibit A, but DT may, at any time, discontinue and stop supporting a prior DTSA product version. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, CONDITIONS OR PROMISES MADE TO THE LICENSEE, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS PROVIDED ABOVE, THE TECHNICAL SUPPORT SERVICES AND MAINTENANCE ARE PROVIDED "AS IS". You agree that this warranty is your sole warranty or guarantee in relation to DTSA and any technical support services. (If an implied warranty or condition is created by your state jurisdiction and state law prohibits a disclaimer, you also have an implied warranty or condition. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.) Any supplements or updates to DTSA, including without limitation, any service packs or hot fixes provided to you after the expiration of the Limited Warranty, are not covered by any warranty or condition, expressed, implied or statutory.

19. Limitation on Remedies. Your exclusive remedy for any breach of the Limited Warranty, or another breach of this EULA, or for any other liability relating to DTSA, shall be, at DT's option, (i) a refund of the amount paid for DTSA during the period of time that DTSA was not operating correctly, or (ii) repair or replacement of the copy of DTSA that is returned to DT. You will receive the remedy elected by DT without charge, except that you are responsible for any expenses you may incur with respect to the return of DTSA (i.e. the cost of shipping DTSA to DT). The Limited Warranty is void if the failure of DTSA has resulted from an accident, abuse, misapplication, abnormal use, or a virus. Any replacement software for DTSA will be warranted for thirty (30) days, and DT will use commercially reasonable efforts to provide your remedy within a commercially reasonable time of your compliance with DT's product return and remedy procedures.

20. DISCLAIMER OF WARRANTIES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DT DISCLAIMS ALL WARRANTIES, CONDITIONS, AND OTHER TERMS, EITHER EXPRESSED OR IMPLIED (WHETHER BY STATUTE, COMMON LAW, COLLATERALLY OR OTHERWISE) WITH RESPECT TO DTSA AND THE WRITTEN MATERIALS THAT ACCOMPANY DTSA. ANY IMPLIED WARRANTIES THAT CANNOT BE EXCLUDED ARE LIMITED TO THIRTY (30) DAYS, OR TO THE SHORTEST PERIOD PERMITTED BY APPLICABLE LAW, WHICHEVER IS GREATER. THE LIMITED WARRANTY IS THE ONLY EXPRESSED WARRANTY MADE TO YOU AND IS PROVIDED IN LIEU OF ANY OTHER EXPRESSED WARRANTIES OR SIMILAR OBLIGATIONS CREATED BY ANY ADVERTISING, DOCUMENTATION, PACKAGING, OR OTHER COMMUNICATIONS. EXCEPT FOR THE LIMITED WARRANTY, DT PROVIDES DTSA AND ANY SUPPORT SERVICES "AS IS" AND WITH ALL FAULTS, AND DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESSED, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, RELIABILITY OR AVAILABILITY, ACCURACY OR COMPLETENESS OF RESPONSES, RESULTS, WORKMANLIKE EFFORT, LACK OF VIRUSES, AND LACK OF NEGLIGENCE, AND THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES, INFORMATION, AND RELATED CONTENT THROUGH DTSA OR OTHERWISE. ALSO, THERE IS NO WARRANTY OR CONDITION OF QUIET ENJOYMENT, QUIET POSSESSION OR CORRESPONDENCE TO DESCRIPTION WITH RESPECT TO DTSA.

21. EXCLUSION OF CERTAIN TYPES OF DAMAGES. NEITHER CARAHSOFT, DT NOR YOU SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE. FURTHER, NEITHER CARAHSOFT, DT NOR YOU SHALL BE LIABLE FOR PUNITIVE DAMAGES EXCEPT TO THE EXTENT THIS LIMITATION IS PROHIBITED BY APPLICABLE LAW. NOTWITHSTANDING THE FOREGOING, NOTHING IN THIS SECTION SHALL BE DEEMED TO IMPAIR THE U.S. GOVERNMENT'S RIGHT TO RECOVER FOR FRAUD OR CRIMES ARISING OUT OF, OR RELATED TO, THIS AGREEMENT UNDER ANY FEDERAL FRAUD STATUE, INCLUDING THE FALSE CLAIMS ACT, 31. U.S.C. §§ 3729-3733.

22. LIMITATION OF LIABILITY. NOTWITHSTANDING ANY DAMAGES THAT YOU MIGHT INCUR FOR ANY REASON (INCLUDING ANY DIRECT OR GENERAL DAMAGES IN CONTRACT), THE ENTIRE LIABILITY OF DT UNDER THIS EULA AND YOUR EXCLUSIVE REMEDY (EXCEPT FOR ANY REMEDY OF REPAIR AND REPLACEMENT OR REFUND ELECTED BY DT WITH RESPECT TO ANY BREACH OF THE LIMITED WARRANTY) SHALL BE LIMITED TO THE ACTUAL DAMAGES YOU INCUR IN REASONABLE RELIANCE ON DTSA UP TO THE AMOUNT OF FEES ACTUALLY PAID BY YOU WITHIN THE PAST ONE YEAR PERIOD FOR THE RIGHT TO USE DTSA. THESE LIMITATIONS, EXCLUSIONS AND DISCLAIMERS (INCLUDING SECTIONS 18, 19, 20, 21 AND 22) SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS ITS ESSENTIAL PURPOSE.

23. Excused Delays. Subject to the terms of GSAR 552.212-4(f), DT will not be liable to you for the failure to perform its obligations if and to the extent that the failure results from causes beyond its control, including industrial disturbances, civil disturbances, fires, floods, tornadoes, hurricanes, acts of God, acts of a public enemy or acts of a government. In addition, times by which DT is to perform under this EULA

and Carahsoft's MAS 70 Contract shall be postponed to the extent that DT is prevented from performing by the acts or omissions of you or any third party, including Service Now, and other causes beyond its control, including but not limited to failures or fluctuations in electric power, heat, light, air conditioning or telecommunications equipment.

24. Assignments. Assignment may only be made with approval of the Contracting Officer in accordance with the terms of FAR clause 52.232-23 (Assignment of Claims) and FAR 42.12 (Novation and Change of Name). If you are legal entity, you may assign or transfer this EULA to a successor in interest pursuant to a sale of substantially all of your assets or a transfer of more than fifty percent (50%) of your voting stock or membership interests to a third party. No other third party shall have any rights under this EULA.

25. Governing Law; Jurisdiction and Venue. This EULA is governed by the federal laws of the United States.

26. Severability. If any provision of this EULA is held to be void, invalid or unenforceable, the other provisions shall continue in full force and effect.

27. Contact Information. If you have any questions concerning this EULA, or if you desire to contact DT for any reason, please contact the DT product support staff by email at [taskersupport@discovertechnologies.com](mailto:taskersupport@discovertechnologies.com).

28. Entire Agreement. This EULA and Carahsoft's MAS 70 Contract represent the entire agreement between you and DT relating to DTSA and supersedes all prior or contemporaneous communications, representations and agreements, whether oral or written, with respect to DTSA or any other subject matter covered by this EULA.

## **EXHIBIT A MAINTENANCE AND TECHNICAL SUPPORT**

1. Technical Support. This Exhibit sets forth the interface between DT and the end user licensee ("Customer") regarding the resolution of problems with the DiscoverTasker Software Application ("DTSA"). The payment of the monthly fee shall entitle the Customer to telephone, e-mail and Web-based support as defined in this Exhibit, but with respect to organizations with more than three employees,

only the three (3) designated people within the organization may contact DT for technical support. The monthly fee does not include on-site technical support, training, professional services or any travel expenses. However, a knowledgeable DT support engineer will respond to the end user licensee’s request for problem resolution based on the case severity level, as described below.

2. Definitions. The following terms have the following meanings.

The term “Bug” means an inconsistency between the DTSA product behavior and the DTSA instruction manual or other written documentation.

The term “Interim Solution” means a short-term code-fix delivered as a hotfix or a patch from DT to the Customer.

The term “Permanent Solution” means an update of the DTSA product in which the problem has been resolved to conform to the DTSA product specifications contained in the instruction manual or other written documentation.

The term “Reproducible Test Case” means a test case that demonstrates in a small code sample, usually less than 100 lines, or in a detailed text format, the specific syntax or case that causes the problem. The test case must demonstrate the inconsistencies with the DTSA product demonstration.

The term “Work Around” means a temporary solution to a problem. A Work Around will be replaced with a Permanent Solution unless otherwise agreed to by a Customer.

3. Severity Definitions.

Severity Level	Description
1	A Severity 1 problem exists if the DT Product causes problems with the Customer’s platform or a major function of the Product is (i) inoperative, or (ii) is experiencing terminable/intermittent problems that is having a significant impact on the Customer’s ability to use the DT Product consistent with the instruction manual or written documentation.
2	A Severity 2 problem exists if functionality of the DTSA product is found to be defective or absent, or contains a problem that renders the DTSA product difficult, but not impossible to use consistent with the instruction manual and other written documentation.
3	A Severity 3 problem exists if the Customer experiences a non-critical degradation of performance, or problems that need correction in either the DTSA product or the relevant DTSA product manuals.

4. Support Response Objectives.

Case Severity	Standard Support
1	Within two (2) working days after logging the issue, provided the issue is reported between 9:00 a.m. EST and 5:00 p.m. EST Monday through Friday, excluding Federal holidays.

2	Within five (5) working days after logging the issue.
3	Within ten (10) working days after logging the issue.

5. Problem Resolution. Resolution will consist of either a Work Around, an Interim Solution or a Permanent Solution. Problems that require an Interim Solution will be considered resolved when the test used to reproduce the problem demonstrates the corrected behavior. DT is not responsible for resolving problems arising from errors in equipment or software not provided by DT or errors made by individuals who are not DT employees. The Work Around and Interim Solution objectives are as follows:

Case Severity	Work Around	Interim Solution
1	Provided within ten (10) working days.	Provided within twenty (20) working days if no Work Around is possible.
2	Provided within twenty (20) working days.	Provided within two months if no Work Around is possible.
3	Next release.	Next release.

6. Escalation within DT.

Once the DT Technical Product Support Staff have been notified, the DT support organization will start to verify the problem. Once the problem is verified by the DT support organization, if no resolution is immediately available, the request will be transferred internally to the DT Product Development Team. However, the assigned support engineer will follow up on the issue internally within DT and will, according to the resolution objectives set forth above, attempt to develop and implement a Work Around, or an Interim or Permanent Solution for the Customer. If the problem is identified to be with or related to the ServiceNow software program(s), DT will refer the Customer to the ServiceNow technical support team.