

**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.).



## Master License Agreement

\_\_\_\_\_, 2016

This Master License Agreement (the “License Agreement” or “Agreement”) is between \_\_\_\_\_ (the “Customer”), and **Onapsis, Inc.**, a Delaware corporation with primary offices at 101 Arch Street, 17<sup>th</sup> Floor, Boston, MA 02110, USA (“Onapsis”, and together with the Customer, the “Parties”).

### **Section I – Definitions**

1. “**Confidential Information**”: means (a) any confidential, proprietary or trade secret information of the disclosing Party (“**Discloser**”) that, if in tangible form, is marked as confidential, secret or with a comparable legend or, if disclosed orally or visually, is identified as confidential at the time of disclosure; and (b) any information relating to the business, operations or activities of the Discloser which a reasonable person would understand, based on the nature of the information and the circumstances surrounding the disclosure, ought to be treated as confidential by the receiving Party (“**Recipient**”). Without limiting the foregoing, and with respect to Onapsis as the Discloser, the Software (as defined below), the Source Code (as defined below), the Documentation (as defined below), all Intellectual Property and/or the Intellectual Property Rights (as defined below) related to any of the foregoing, and all feedback, performance information and perceived flaws relating to the Products shall be considered the Confidential Information of Onapsis.
2. “**Documentation**”: shall mean all written material provided by or on behalf of Onapsis to the Customer in connection with the Software (as defined below) or Support Services (as defined below).
3. “**Intellectual Property and/or Intellectual Property Rights**”: shall mean, collectively, all worldwide intellectual property rights in and to any works of authorship, moral rights, trademarks, patents, copyrights, trade secrets and design rights.
4. “**Key**”: shall have the meaning set forth in Section III.2.
5. “**Losses**”: shall have the meaning set forth in Section VII.1
6. “**License Term**”: shall mean the term of a given Product license and Support Services as set forth in an Order.
7. “**Object Code**”: shall mean the fully compiled version of a software program that can be executed by a computer and used without further compilation.
8. “**Order**”: shall have the meaning set forth in Section III.1.
9. “**Products**”: shall mean the products owned and made available by Onapsis that are identified on Exhibit 1 hereto; as may be updated from time to time by Onapsis.



10. **“Purchase Order”**: shall mean a purchase order for Products and Support Services from Customer to Onapsis or its reseller which shall include (i) the Products being licensed, (ii) the License Term of the subscription for such Products, (iii) the fees related thereto, and (iv) the number of Targets related thereto.
11. **“Quotation”**: shall mean a quotation or proposal for Products and Support Services from Onapsis or its reseller to the Customer which shall include (i) the Products being licensed, (ii) the License Term of the subscription for such Products, (iii) the fees related thereto, and (iv) the number of Targets related thereto.
12. **“Recipient’s Personnel”**: shall have the meaning set forth in Section IX.2.
13. **“SID”**: shall mean SAP System Identifier.
14. **“Software”**: shall mean the software, in Object Code only, contained in the Product or Products licensed hereunder, and including the updates thereto described in Section III below.
15. **“Source Code”**: shall mean the human-readable version of a software program that can be compiled into Object Code, including programmer’s notes and materials and documentation, sufficient to allow a reasonable skilled programmer to understand the design, logic, structure, functionality, operation and features of such software program and to use, operate, maintain, modify, support and diagnose errors pertaining to such software program.
16. **“Support Services”**: shall mean the specific support services to be rendered by Onapsis to the Customer during the License Term in connection with a licensed Product as set forth on Exhibit 2 hereto, if any.
17. **“Target”**: means a computing device owned or leased by Customer that is running the SAP application logic and uniquely identified by a single SID (which may include a database server, or one or many application servers) that is designated as a Production or Productive SID which will be analyzed by the Software. In addition non-Production or non-Productive SIDs that form the same SAP landscape as the Production SIDs are included in scope with each licensed Production SID.

## **Section II - License; Exclusions**

This License Agreement sets forth a limited license to use the Software and Documentation of the Product (or Products) identified in an Order, subject to the terms and conditions hereof and thereof (including the payment of fees), as follows:

1. Onapsis grants to Customer for the License Term identified in an Order (and if no term is specified, for 1-year) a non-exclusive, nontransferable, license for its employees or contractors to execute and run the Software in Object Code form (and to use the Documentation) with respect to a number of Targets identified in an Order. The Customer is authorized to make back-up copies of the Software and Documentation, provided that such copies shall be preserved from any unauthorized use and in all the cases such copies shall be deemed Confidential Information of Onapsis.
2. For the avoidance of doubt, and without limitation, Customer shall not, and shall not permit any third party to (i) modify, adapt, alter, translate, or create derivative works from the Software or Documentation, nor merge the Software or Documentation with other software or documentation, (ii) perform or attempt to perform any kind of reverse engineering, decompilation, disassembling of the Software, or access any of its components, including databases, or otherwise attempt to derive the Source Code, (iii) use the Software or Documentation for any illegal activity or malicious attack, (iv) use the Software or Documentation to provide services to third parties, whether as a service bureau, application service provider, or otherwise, (v)



combine the Software or Documentation with any other software or documentation (including without limitation open source software), (vi) use the Software, Documentation or this Agreement for a competitive analysis or for any other purpose than as contemplated hereby, (vii) copy the Software in whole or in part, or (viii) move or transfer the Software from the designated Targets, except as permitted in this License Agreement or as otherwise agreed in writing by Onapsis.

### **Section III – Acceptance; Delivery and Installation; Upgrades; Compliance; Support Services**

1. When accepted by Onapsis, a Quotation or Purchase Order plus any additional documentation as may be required by Onapsis shall constitute a binding order, shall be non-cancellable by Customer, and shall be deemed incorporated herein by reference (an “**Order**”). Acceptance shall include without limitation the provision by Onapsis to Customer of the link described in Section III.2, below.
2. Upon its acceptance of an Order, Onapsis shall deliver to Customer a link to a web portal by e-mail through which Customer shall download (i) the Software and the Documentation, and (ii) a file or files representing the activation keys (each, a “**Key**”) allowing the Customer to use the Software and Documentation pursuant to the Order and this Agreement. Any unused activations Keys or un-designated Targets shall expire at the end of the License Term, and are not reimbursable, transferable or otherwise useable.
3. As soon as reasonably practicable following their release, Onapsis shall make available to Customer all upgrades, enhancements and fixes to the Software for a licensed Product during the License Term and, if requested by Onapsis, Customer shall install and/or apply any such upgrade, enhancement and/or fix which Onapsis determines in its reasonable judgement to be material to the continuing use or performance of the Software for a licensed Product.
4. Onapsis shall have the right to audit Customer’s use of the Software and Documentation in compliance with the Order and/or this Agreement by monitoring or reviewing Customer’s installation, storage and use of the Software through its online processes and as otherwise reasonably requested. Customer acknowledges and agrees that the Software may contain internal controls to verify the proper use of the Software in compliance with this Agreement, and which may prevent the Software from working properly if the granted license is exceeded.
5. Onapsis shall perform the support services that are specifically set forth in Exhibit 2. For the avoidance of doubt, Support Services do not include any services not specifically identified on Exhibit 2. Professional services such as installation, configuration, customization, integration, localization or other services, if any, are not Support Services and would be the subject of a separate Professional Services Agreement.

### **Section IV – Fees and Terms of Payment**

The fees for a Product license and Support Services are as set forth in the Order. Once an Order is accepted by Onapsis pursuant to Section III.1., the applicable fees described therein shall be invoiced by Onapsis. Payment terms shall be net 30 days from invoice and late payments shall bear interest at the rate of 2% per month, compounding monthly, or if such rate exceeds the amount permitted by law, the highest rate permitted by law. The fees are exclusive of all taxes, including without limitation sales and use taxes, other than taxes on Onapsis’ net income.

### **Section V – Intellectual Property Rights**

This License Agreement creates no rights of ownership in the Products, Software or Documentation in favor of Customer. As between the Parties, Onapsis owns, and shall own, all right, title and interest (including all Intellectual Property and/or Intellectual Property Rights) in the Products, Software (and all components thereof) or Documentation, including without limitation all modifications or customizations made by Onapsis whether upon the



suggestion of Onapsis, Customer or otherwise.

The Customer shall maintain the intellectual property disclaimers set forth by Onapsis in the Software and the Documentation, and shall reproduce and include such disclaimers in any Software back-up copy related thereto.

## **Section VI - Limited Warranty; Remedies**

1. Onapsis represents and warrants to Customer that (i) the Software, under normal use and if installed properly on hardware appropriate for use therewith, shall perform substantially in accordance with the Documentation for 30 days from the date Onapsis delivers the Key pursuant to Section III.1. above, (ii) the Software shall not contain any viruses, Trojan horses, worms, traps, back doors, disabling devices or code that self-replicates, and (iii) the Support Services shall be of professional quality conforming to generally accepted industry standards and practices. The sole remedy for a breach of the Limited Warranties with respect to the Software set forth in this Section shall be for Onapsis, at its option, to correct the breach or refund the fees with respect to the Product(s) that are in breach of such warranty(ies) (pro-rated for the number of month's the Products were functional, if any, during the License term), provided that Onapsis is provided with written notice of such breach, setting forth in reasonably sufficient detail for Onapsis to reproduce the defect or otherwise reasonably identify the error during the warranty period. The sole remedy for a breach of Section VI.1(iii) with respect to Support Services shall be re-performance of the Support Services.
2. ANY BREACH BY CUSTOMER OF SECTION II.2 (LICENSE EXCLUSIONS) SHALL VOID ALL WARRANTIES. ANY AND ALL WARRANTIES NOT SPECIFICALLY SET FORTH IN SECTION VI.1. ABOVE, WHETHER EXPRESS, IMPLIED OR STATUTORY (INCLUDING WITHOUT LIMITATION WITH RESPECT TO THE SOFTWARE OR SUPPORT SERVICES, AND INCLUDING ANY THIRD-PARTY SOFTWARE OR ANY OPEN SOURCE SOFTWARE), AND SPECIFICALLY THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR ANY WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE, ARE HEREBY EXPRESSLY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW. IN NO EVENT DOES ONAPSIS WARRANT THAT THE OPERATION OF ANY SOFTWARE PROGRAMS OR PROVISION OF ANY SUPPORT SERVICES SHALL BE UNINTERRUPTED OR ERROR FREE.

## **Section VII - Indemnities**

1. Onapsis shall indemnify, defend and hold harmless Customer from and against any and all claims, suits, losses, settlements, judgments, awards, damages and costs (including reasonable attorneys' fees) ("**Losses**") arising out of (i) Onapsis' infringement, misappropriation or violation of a third party Intellectual Property Rights (except if such infringement, misappropriation or violation is primarily the result of the combination of an Onapsis product with that of any other third-party (including without limitation open source software)), or (ii) Onapsis' violation of Section IX (Confidential Information). Onapsis' indemnification obligations are contingent upon it receiving from Customer: (a) prompt written notice of the claim for Losses; (b) all reasonably necessary assistance, information and authority to defend the claim and perform its obligations under this Section; and (c) sole control of the defense and settlement of such claim and all associated negotiations (provided that if Onapsis fails to take control, Customer may do so and Onapsis' obligations hereunder shall survive). Onapsis agrees not to settle any claim, action, suit or proceeding for which it is indemnifying Customer in a manner that would impose additional obligations on Customer without first consulting Customer and obtaining its consent thereto (which shall not be unreasonably withheld, conditioned or delayed); however, such consent shall not be required where the settlement results in the full and unconditional release of all Claims against and obligations of the Customer. Customer may, at its option and expense, participate in the defense or settlement of any Claim, provided that Onapsis retains control over the defense or settlement thereof.





2. Customer shall indemnify, defend and hold harmless Onapsis from and against any and all Losses arising out of (i) Customer's violation of Section II hereof or (ii) Customer's violation of Section IX (Confidential Information). Customer's indemnification obligations are contingent upon it receiving from Onapsis: (a) prompt written notice of the claim for Losses; (b) all reasonably necessary assistance, information and authority to defend the claim and perform its obligations under this Section; and (c) sole control of the defense and settlement of such claim and all associated negotiations (provided that if Customer fails to take control, Onapsis may do so and Customer's obligations hereunder shall survive). Customer agrees not to settle any claim, action, suit or proceeding for which it is indemnifying Onapsis in a manner that would impose additional obligations on Onapsis without first consulting Onapsis and obtaining its consent thereto (which shall not be unreasonably withheld, conditioned or delayed); however, such consent shall not be required where the settlement results in the full and unconditional release of all Claims against and obligations of Onapsis. Onapsis may, at its option and expense, participate in the defense or settlement of any claim, provided that Customer retains control over the defense or settlement thereof.

### **Section VIII - Limitations**

1. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, OF ANY KIND WHATSOEVER (INCLUDING WITHOUT LIMITATION LOSS OF INCOME, DATA, GOODWILL, SECURITY BREACHES OR INTRUSIONS, USE OR INFORMATION, DOWNTIME OR COSTS OF SUBSTITUTE SOFTWARE OR EQUIPMENT), WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.
2. ONAPSIS' AGGREGATE LIABILITY TO THE CUSTOMER FOR LOSSES, DAMAGES, COSTS, EXPENSES AND OTHER AMOUNTS ARISING OUT OF OR RELATING TO THIS AGREEMENT, THE PRODUCTS, THE SOFTWARE OR THE SUPPORT SERVICES, REGARDLESS OF THEORY OF LIABILITY, SHALL BE LIMITED TO, AT ONAPSIS' OPTION, (A) THE REPAIR OF THE SOFTWARE AND REPERFORMANCE OF THE SUPPORT SERVICES; AND/OR (B) THE LESSER OF (i) THE FEES PAID TO ONAPSIS BY CUSTOMER UNDER THIS AGREEMENT FOR THE PRODUCT GIVING RISE TO SUCH LIABILITY DURING THE IMMEDIATELY PRECEDING TWELVE MONTHS, OR (ii) ONE MILLION DOLLARS. CUSTOMER AGREES NOT TO MAKE ANY CLAIM UNDER THIS AGREEMENT GREATER THAN ONE YEAR FOLLOWING THE EVENTS GIVING RISE TO SUCH CLAIM.

### **Section IX –Confidential Information**

1. Prior to entering into this License Agreement the Parties had access to, and as a result of the acceptance of this License Agreement the Parties shall have access to, Confidential Information of the other Party. Each Party agrees not to (i) disclose the other Party's Confidential Information without the other Party's express written consent, or (ii) use the other Party's Confidential Information for any purpose other than in the performance of this License Agreement. Without limiting the foregoing, each Party shall exercise at least the same degree of care that it uses to protect its own Confidential Information (and, in any case, no less than a reasonable degree of care), which includes without limitation that the Software be retained in a location which does not permit access to persons not authorized to use the Software. Recipient shall return all of the Discloser's Confidential Information to the Discloser upon the earlier of the request of the Discloser and the end of the last to expire License Term.
2. The Recipient may disclose the Discloser's Confidential Information only to such of its employees, agents,



or consultants (“**Recipient’s Personnel**”) who have a need to know the Discloser’s Confidential Information for the purposes of this License Agreement and the business to be executed by the Parties as a consequence hereof, and then only to employees, agents, or consultants who have been advised of the confidential nature of the Discloser’s Confidential Information and who are under a confidentiality and non-use obligation no less stringent than the provisions hereof. Recipient shall be responsible for any violation hereof by Recipient’s Personnel.

3. The obligations herein undertaken shall not apply to any information: (i) which is or becomes generally available to the public through no fault of the Recipient; or (ii) rightfully disclosed to the Recipient by a third Party; or (iii) independently developed by personnel of the Recipient without use of the Confidential Information of the Discloser. Recipient may disclose Confidential Information of Discloser pursuant to a court order or pursuant to governmental action, provided that before such disclosure, the Recipient shall notify the Discloser in writing of the request and give the Discloser an opportunity to prevent such disclosure or to seek a protective order.

### **Section X – Term; Survival**

1. The term of this Agreement shall run from the date hereof until the last to expire License Term, provided that the License Term(s) with respect to any Product(s) shall be as set forth in the applicable Order(s) or until earlier terminated by Onapsis upon a material breach by Customer of this Agreement.
2. The following provisions shall survive any termination, cancellation or expiration of this License Agreement: Section I (Definitions), Section IV (Fees and Payment), Section V (Intellectual Property Rights); Section VIII (Limitations); Section IX (Confidential Information), Section X (Term; Survival), and Section XI (Miscellaneous).

### **Section XI – Miscellaneous**

1. **Entire Agreement.** This License Agreement (including the Exhibits and Order(s)) constitute the entire understanding between the Parties and supersede all previous commitments, agreements, and understandings, whether oral or written, between the Parties hereto with respect to the subject matter hereof and no previous agreement or understanding varying or extending the same shall be binding upon any Party hereto. In the event of a conflict between the terms of this License Agreement and the terms of an Exhibit or an Order, the Order of Precedence shall be determined in accordance with General Services Administration Acquisition Regulation (GSAR) 552.212-4(s).
2. **Notices.** All notices, requests, demands, and other communications shall be in writing in the English language and delivered personally or sent by fax, courier or registered or certified airmail and sent to (a) Customer to the address or contact information on file with Onapsis for the Customer, or (b) Onapsis to the following addresses or numbers or email address, and the Parties may update such information with reasonable prior notice):

**ONAPSIS Inc.**  
101 Arch St, 17th floor  
Boston, MA 02110  
USA  
Attention: \_\_\_\_\_  
E-mail: business@onapsis.com

3. **Assignment; Successors.** Neither Party may assign or transfer this Agreement or any of its duties under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed; provided that either Party may assign this Agreement in connection with a sale of all or substantially all of its stock or assets, or a merger. Any assignment or attempted assignment



without the required prior written consent shall be void. The terms of this Agreement shall be binding upon and shall inure to the benefit of the successors and permitted assigns of the parties hereto.

- 4. **Compliance.** Each Party hereby represents and warrants that it is, and will remain in compliance with all applicable laws, including the requirements of all applicable export laws and regulations, e.g., the U.S. Export Administration Regulations and International Traffic in Arms Regulations.
- 5. **Headings and Interpretation.** Headings used in this License Agreement are provided for convenience only and shall not be used to construe meaning or intent.
- 6. **Governing Law; Jurisdiction.** This Agreement will be governed by and construed and enforced in accordance with the substantive law of the Commonwealth of Massachusetts, without regard to its conflict of laws provisions, and any and all claims arising hereunder shall be subject to the exclusive jurisdiction of courts residing in the Commonwealth of Massachusetts and the parties hereby consent thereto; provided, however, that nothing herein shall preclude either Party from instituting proceedings against the other Party or anyone acting by, through or under the other Party in any place which may have jurisdiction for the purpose of seeking relief under Subsection XI.7 (Equitable Relief).
- 7. **Equitable Relief.** Each Party acknowledges that use of any of the other Party’s intellectual property in violation of this Agreement or breach of this Agreement shall cause irreparable harm for which monetary damages may be difficult to ascertain or an inadequate remedy. Each Party, therefore, agrees that the other Party will be entitled, in addition to its other rights and remedies, to injunctive or equitable relief for any violation of this Agreement as may be deemed proper by a court of competent jurisdiction.
- 8. **Severability.** If a provision of this Agreement is held invalid under any applicable law, such invalidity will not affect any other provision of this Agreement that can be given effect without the invalid provision. In addition, the unenforceable provision shall be deemed modified to the limited extent required to permit its enforcement in a manner most closely representing the intention of the parties as expressed herein.
- 9. **Force Majeure.** Neither Party shall be deemed to be in default of any provision of this Agreement or for any failure in the performance required of such Party hereunder to the extent such failure is caused by fire, explosion, accidents, civil disorder, a natural calamity or other Act of God, act of government, or other cause beyond the control and without the fault or negligence of such Party.
- 10. **Counterparts.** This Agreement may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

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Accepted and Agreed:

**Onapsis, Inc.**

\_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



**Exhibit 1  
Products**

**Table I – Product Description and Fees:**

License Description/Functionality	Part #	Quantity	Term	List price	Discounted Price
OSP – Vulnerability and Compliance					
OSP – Detect and Respond					
OSP – Advanced Threat Protection					
TOTAL					

**Table 2 – Payment Schedule**

Payment Due Date	Payment Amount Due
TOTAL	

**Special provisions:**

Targets are not reassign-able; once a license has been assigned to a Target it cannot be transferred to a new target.



## **Exhibit 2 Support Services**

### **1. Technical Support**

#### **A. Technical Support**

Onapsis shall provide Technical Support (as defined below) to the Customer through:

(i) **First Level Support:** First Level Support includes, answers to technical questions and solutions for technical problems which are known and can be answered by the use of the FAQ list; information on the latest features; operational advice and assistance (e.g. assistance in troubleshooting problems and solving configuration parameters); access to certain software-related electronic and web-based tools and services, as applicable.

(ii) **Second Level Support:** Second Level Support includes, answers to technical questions and solutions for technical problems which are not yet known and/or cannot be answered by the use of the FAQ list; solutions for technical problems which are known and require a Customer-specific solution; all other questions and problems forwarded by the first level support in connection with the Software, updates and/or Onapsis add-ons (if agreed upon by Onapsis) as well as upgrades.

(iii) **Third Level Support:** Third Level Support includes, answers to technical questions and solutions for technical problems which are not yet known and/or cannot be answered by the use of the FAQ list; solutions for technical problems which are known and require a Customer-specific solution; all other questions and problems forwarded by the second level support in connection with the Software, updates and/or Onapsis add-ons (if agreed upon by Onapsis) as well as upgrades.

For purposes herein, (i), (ii), and (iii) above shall be collectively referred to as “**Technical Support**”.

When providing Technical Support, Onapsis will use its reasonable commercial efforts to correct any reproducible errors in the Software notified to it by the Customer in reasonable detail, which prevents the Software from functioning in accordance with the Documentation.

#### **B. Technical Support Coverage**

Technical Support shall be rendered on workdays from 8:30 a.m. to 5:30 p.m. (EST) only, excluding all scheduled holidays. Technical Support may take the form of support via email (support@onapsis.com), telephone or an online web-based support desk where questions can be posted for response. Where a question cannot be resolved immediately, such requests for support shall be logged by the Customer with Onapsis via e-mail, phone or fax so that a support ticket can be created by Onapsis.

### **2. Software Error Severity Classifications and Service Request Resolution Process**

#### **A. Software Error Severity Classification**

Each Technical Support request shall be assigned a severity level by Onapsis, acting in good faith, in accordance with the following guidelines:



Severity Level	Definition	Examples
S1	Critical: Severe problem preventing the Customer from performing critical business functions.	<ul style="list-style-type: none"> <li>• Production system crash</li> </ul>
S2	High: Customer able to perform job function but performance of job function is significantly degraded	<ul style="list-style-type: none"> <li>• Production system adversely impacted</li> </ul>
S3	Medium: Customer performance of job function is largely unaffected	<ul style="list-style-type: none"> <li>• Production system has encountered a non-critical problem or defect</li> </ul>
S4	Low: Minimal or no job function impact; feature requests and other non-critical questions	<ul style="list-style-type: none"> <li>• No Customer business impact</li> <li>• Questions on product use / documentation</li> <li>• Requests for features</li> </ul>

## B. Software Service Request Resolution Process

Onapsis shall prioritize all errors according to their impact to Customer using the severity definitions described in Section 2A of this Exhibit 2. Onapsis may upgrade or downgrade the severity of an error depending on developments during the resolution process. For example, if available, a temporary resolution may be provided to mitigate the material impact of a given error resulting in the reduction of the severity of a Service request.



## Master Professional Services Agreement

This Master Professional Services Agreement ("Agreement") dated as of \_\_\_\_\_ ("Effective Date") is by and between Onapsis Inc., a Delaware corporation with primary offices at 101 Arch Street, 17<sup>th</sup> Floor, Boston, MA 02110, USA ("Onapsis"), and \_\_\_\_\_, with its principal place of business at \_\_\_\_\_ ("Customer").

### 1. DEFINITIONS

1.1 "Confidential Information": means (a) any confidential, proprietary or trade secret information of the disclosing party ("Discloser") that, if in tangible form, is marked as confidential, secret or with a comparable legend or, if disclosed orally or visually, is identified as confidential at the time of disclosure; and (b) any information relating to the business, operations or activities of the Discloser which a reasonable person would understand, based on the nature of the information and the circumstances surrounding the disclosure, ought to be treated as confidential by the receiving party ("Recipient"). For the avoidance of doubt, Onapsis Tools (as defined in Section 5) are the Confidential Information of Onapsis.

1.2 "Personnel" means Onapsis' agent, employee or subcontractor engaged in delivering the Services (as defined below) for a particular Statement of Work.

1.3 "Services" means the services to be provided by Onapsis as set forth in the applicable Statement of Work.

1.4 "Statement of Work" means the agreed upon and fully executed document that describes the Services to be performed by Onapsis for Customer for specifically identified projects and the fees and timelines for such Services.

1.5 "Work Product" means work or materials to be generated by Onapsis as part of the Services and provided by Onapsis to Customer under a Statement of Work, and all intellectual property rights therein.

### 2. STATEMENTS OF WORK

2.1 Onapsis will perform the Services as specified in a Statement of Work. Statements of Work hereby incorporate the terms and conditions of this Agreement. Once executed, each Statement of Work becomes part of this Agreement, although the terms in a Statement of Work will apply only to Services described in that Statement of Work. In the event of a conflict between any term or condition of a Statement of Work and the terms and conditions of this Agreement, the order of precedence shall be determined in accordance with GSAR 552.212-4(s). Onapsis and Customer must complete and execute a Statement of Work before any Services are provided.

2.2 Changes in the scope of the Services under any Statement of Work shall be made only with the written agreement of both parties. Onapsis shall have no obligation to comply with any change until the parties have agreed in writing to the scope of the change and any adjustment in the fee and/or time for performance.

### 3. SERVICE TERMS

3.1 Onapsis agrees to provide, and Customer agrees to take and pay for, the Services set out in the applicable Statement of Work.

3.2 The Services are provided at Customer's request and Customer accepts that it is responsible for ensuring that the Services are suitable for its own needs.

3.3 Onapsis will provide to Customer appropriately qualified Personnel to perform the Services. The Personnel will perform the Services in a timely and professional manner, during normal business hours, exercising due skill and care and will use reasonable endeavors to meet any mutually agreed to target dates.

3.4 **[NTD: This section may need to be updated for a given engagement depending on how billing for a client will work.]** In the event that the Services are completed in less time than is estimated in the applicable Statement of Work and/or Customer does not request that Onapsis provide Services for the remaining term of any previously purchased Services, any such unused time shall expire one-hundred and eighty (180) days after completion of the Services or two-hundred and seventy (270) days from the date of purchase of such Services, whichever is sooner.

3.5 In the event that Customer requests a rescheduling of a mutually confirmed Services engagement date with less than one week notice to Onapsis, Onapsis and Customer agree to negotiate an appropriate settlement. If an appropriate settlement cannot be negotiated, Onapsis may submit a claim in accordance with the Contract Disputes Act.

### 4. CUSTOMER OBLIGATIONS

4.1 Customer shall pay for the Services and associated expenses under the terms of this Agreement and the applicable Statement of Work. The rates for such Services are exclusive of all taxes, and Customer will be responsible for all such taxes (other than taxes on Onapsis' income). Customer agrees to pay undisputed Onapsis invoices within thirty (30) days of the date of the invoice. Any late payments shall bear interest at the rate of 2% per





month, compounding monthly, or if such rate exceeds the amount permitted by law, the highest rate permitted by law.

4.2 Unless otherwise set forth in the Statement of Work, Onapsis may request reimbursement for any expenses reasonably and properly incurred by Onapsis and/or its Personnel in performing the Services upon submission of copies of valid receipts, or as otherwise agreed in writing. Onapsis will maintain full and accurate records of the expenses incurred in providing the Services.

4.3 Customer shall provide Onapsis with all information and help reasonably required by Onapsis and shall make available such of its own appropriately qualified staff as may be reasonably required to assist Onapsis with the performance of Services, including (a) providing the applicable Personnel with such computer facilities, and office facilities at its premises as may be reasonably be necessary to enable the Personnel to perform the Services; (b) providing access to those areas of Customer's premises that are required for performance of Services; (c) authorizing the applicable Personnel to have access to those computer systems and applications to which it is reasonably necessary to have access for the provision of the Services; and (d) Customer shall take reasonable steps to ensure the health and safety of Personnel while they are at Customer's premises.

4.4 Customer undertakes that any computer hardware or software that Onapsis is asked and/or required to use or modify for the purpose of the Services are either the property of the Customer or are legally licensed to Customer and, in addition to Customer's other indemnification obligations under this Agreement, Customer will indemnify Onapsis in respect of any claims against Onapsis or its employees by third parties, including all related costs, expenses or damages in the event of any actual or alleged violations of third party proprietary rights or software licenses.

## **5. PROPRIETARY RIGHTS**

5.1 Unless otherwise set forth in a Statement of Work, Onapsis will own all rights throughout the world to all Work Product. Onapsis grants Customer a non-exclusive, non-transferrable right to use Work Product as permitted by the terms of this Agreement and the applicable Statement of Work.

5.2 Onapsis will retain full ownership rights in and to all (a) inventions, know how, ideas, techniques, equipment, software, tools or processes used by Onapsis in performing the Services or preparing the Work Product; (b) improvements made to the any of the foregoing as a result of rendering Services under a Statement of Work; and (c) any new inventions, know how, ideas, techniques, equipment, software, tools or processes created by Onapsis in performing the Services or preparing the Work Product (collectively, with all associated intellectual property rights, the "Onapsis Tools").

## **6. CONFIDENTIALITY**

6.1 Prior to entering into this Agreement the parties had access to, and as a result of the acceptance of this Agreement the parties shall have access to, Confidential Information of the other party. Each party agrees not to (a) disclose the other party's Confidential Information without the other party's express written consent, or (b) use the other party's Confidential Information for any purpose other than in the performance of this Agreement. Without limiting the foregoing, each party shall exercise at least the same degree of care that it uses to protect its own Confidential Information (and, in any case, no less than a reasonable degree of care) to protect the Discloser's Confidential Information. Recipient shall return all of the Discloser's Confidential Information to the Discloser upon the earlier of the request of the Discloser and the expiration or termination of this Agreement.

6.2 The Recipient may disclose the Discloser's Confidential Information only to such of its employees, agents, or consultants ("Recipient's Personnel") who have a need to know the Discloser's Confidential Information for the purposes of this Agreement and the business to be executed by the parties as a consequence hereof, and then only to employees, agents, or consultants who have been advised of the confidential nature of the Discloser's Confidential Information and who are under a confidentiality and non-use obligation no less stringent than the provisions hereof. Recipient shall be responsible for any violation hereof by Recipient's Personnel.

6.3 The obligations herein undertaken shall not apply to any information: (a) which is or becomes generally available to the public through no fault of the Recipient; or (b) rightfully disclosed to the Recipient by a third party; or (c) independently developed by personnel of the Recipient without use of the Confidential Information of the Discloser. Recipient may disclose Discloser's Confidential Information pursuant to a court order or pursuant to governmental action, provided that before such disclosure, the Recipient shall notify the Discloser in writing of the request and give the Discloser an opportunity to prevent such disclosure or to seek a protective order.

## **7. INDEMNIFICATION**

7.1 Onapsis will indemnify, defend and hold harmless Customer from and against any and all claims, suits, losses, settlements, judgments, awards, damages and costs (including reasonable attorneys' fees) to the extent





arising out of Onapsis' infringement, misappropriation or violation of a third party's intellectual property rights (except to the extent that such infringement, misappropriation or violation of the negligence or willful misconduct of Customer or any materials provided to Onapsis by Customer).

7.2 Customer will indemnify, defend and hold harmless Onapsis from and against any third party claims, including reasonable attorneys' fees for defending those claims, to the extent such claims arise out of or relate to (a) Customer's or its affiliates', employee's, contractor's or agent's negligence or willful misconduct in connection with this Agreement; (b) Customer's breach of this Agreement; or (c) a claim that any materials provided by Customer to Onapsis, or the use by Onapsis of such materials in connection with any Services, infringes or misappropriates any patent, copyright, trademark, trade secret or other intellectual property or proprietary right of a third party.

7.3 Each party must notify the other party within thirty (30) days after receipt of any claims made for which the other party might be liable under Section 7.1 or 7.2, as applicable. The indemnifying party will have the sole right to defend, negotiate, and settle such claims. The indemnified party will be entitled to participate in the defense of such matter and to employ counsel at its expense to assist in such defense; provided, however, that the indemnifying party will have final decision-making authority regarding all aspects of the defense of the claim. The indemnified party will provide the indemnifying party with such information and assistance as the indemnifying party may reasonably request, at the expense of the indemnifying party. Neither party will be responsible or bound by any settlement of any claim or suit made without its prior written consent; provided, however, that the indemnified party will not unreasonably withhold or delay such consent.

## **8. EXPIRATION AND TERMINATION**

8.1 This Agreement will expire upon the later of (a) three (3) years from the Effective Date, or (b) the completion of all Services under all Statement(s) of Work executed by the parties prior to the third anniversary of the Effective Date. This Agreement may be earlier terminated in accordance with Section 8.2.

8.2 Either party may terminate this Agreement or a Statement of Work upon thirty (30) days prior written notice to the other party, provided that this Agreement and any outstanding Statement of Work shall remain in effect until completion of such Statement of Work.

8.3 The terms in Sections 4.4, 5, 6, 7, 8.3, 9, 11, 12 and 13 will survive the expiration or termination of this Agreement.

## **9. NON-SOLICITATION**

9.1 During the term of this Agreement, and for twelve (12) months after its expiry or termination, Customer undertakes not to, directly or indirectly, solicit for employment or seek to induce to leave the employ of Onapsis any current employee or independent contractor of Onapsis who was or is involved in rendering Services under this Agreement. Notwithstanding the above, the following solicitations shall not be prohibited: (a) solicitations by independent contractors of Customer, so long as they are not specifically directed by Customer to solicit such individuals; and (b) solicitations initiated through general newspaper advertisements and other general circulation materials not directly targeted at such individuals.

## **10. FORCE MAJEURE**

10.1 Onapsis shall not be liable to Customer for any delay or failure to perform the Services as a result of a Force Majeure Event. A "Force Majeure Event" means any event affecting the performance by Onapsis of its obligations arising from any act, events, omissions, happenings or non-happenings beyond its reasonable control, including, but not limited to, government regulations, fire, flood or any disaster or an industrial dispute affecting a third party.

## **11. LIMITATION OF LIABILITY; DISCLAIMER OF WARRANTIES**

11.1 ONAPSIS' AGGREGATE LIABILITY TO THE CUSTOMER FOR LOSSES, DAMAGES, COSTS, EXPENSES AND OTHER AMOUNTS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SERVICES, REGARDLESS OF THEORY OF LIABILITY, SHALL BE LIMITED TO THE FEES PAID TO ONAPSIS BY CUSTOMER UNDER THIS AGREEMENT FOR THE STATEMENT OF WORK GIVING RISE TO SUCH LIABILITY. CUSTOMER AGREES NOT TO MAKE ANY CLAIM UNDER THIS AGREEMENT GREATER THAN ONE YEAR FOLLOWING THE EVENTS GIVING RISE TO SUCH CLAIM.

11.2 IN NO EVENT SHALL ONAPSIS BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, OF ANY KIND WHATSOEVER (INCLUDING WITHOUT LIMITATION LOSS OF INCOME, DATA, GOODWILL, OR SECURITY BREACHES OR INTRUSIONS), WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.



11.3 ONAPSIS MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, STATUTORY, BY OPERATION OF LAW, OR OTHERWISE, IN ANY MANNER OR FORM, AND INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**12. GOVERNING LAW & JURISDICTION**

12.1 This Agreement will be governed by and construed and enforced in accordance with the law of the Commonwealth of Massachusetts, without regard to its conflict of laws provisions that would require the application of the law of another jurisdiction, and any and all claims arising hereunder shall be subject to the exclusive jurisdiction of courts residing in that jurisdiction.

**13. MISCELLANEOUS**

13.1 Neither party may assign or transfer this Agreement or any of its duties under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed; provided that either party may assign this Agreement in connection with a sale of all or substantially all of its stock or assets, or a merger. Any assignment or attempted assignment without the required prior written consent shall be void. The terms of this Agreement shall be binding upon and shall inure to the benefit of the successors and permitted assigns of the parties hereto.

13.2 Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

13.3 All notices, requests, demands, and other communications shall be in writing in the English language and delivered personally or sent by fax, courier or registered or certified airmail and sent to (a) Customer to the address or contact information on file with Onapsis for the Customer, or (b) Onapsis to the following addresses or numbers or email address, and the parties may update such information with reasonable prior notice:

ONAPSIS Inc.  
101 Arch St, 17th floor  
Boston, MA 02110  
USA  
Attention: \_\_\_\_\_  
E-mail: [business@onapsis.com](mailto:business@onapsis.com)

13.4 Onapsis is an independent contractor and not an agent or employee of Customer. Onapsis will not in any way represent itself to be an agent, employee, partner or joint venturer of or with Customer, and Onapsis has no authority to obligate or bind Customer by contract or otherwise. Onapsis has the full power and authority to determine the means, manner and method of the performance of Services.

13.5 This Agreement, together with any fully-signed Statements of Work, each of which is incorporated into this Agreement, constitutes the entire agreement between the parties with respect to the specific subject matter of this Agreement and all prior agreements, oral or written, with respect to such subject matter are superseded. Each party confirms that it is not relying on any representations or warranties of the other party except as specifically set forth in this Agreement.

13.6 This Agreement (including any Statement(s) of Work) may be changed only by a writing signed by authorized representatives of each party.

13.7 If a provision of this Agreement is held invalid under any applicable law, such invalidity will not affect any other provision of this Agreement that can be given effect without the invalid provision. In addition, the unenforceable provision shall be deemed modified to the limited extent required to permit its enforcement in a manner most closely representing the intention of the parties as expressed herein.

13.8 Any delay in enforcing a party's rights under this Agreement, or any waiver as to a particular default or other matter, will not constitute a waiver of such party's rights to the future enforcement of its rights under this Agreement, except with respect to an express written waiver relating to a particular matter for a particular period of time signed by an authorized representative of the waiving party, as applicable.

13.9 This Agreement may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

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**Accepted and Agreed:**  
Onapsis, Inc.

**[CUSTOMER]**



By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_