

Centripetal Networks
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**Carahsoft Rider to Manufacturer Agreements
(for U.S. Government End Users)**

- 1. Scope.** This Carahsoft Rider and the Manufacturer Agreement establish the terms and conditions enabling Carahsoft to provide Software and Services to U.S. Government agencies (the "Client" or "Licensee").
- 2. Applicability.** The terms and conditions in the attached Manufacturer Agreement 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 Agreements are inconsistent with the Federal Law (*See* FAR 12.212(a)), they shall be deemed deleted and unenforceable under any resultant orders under Carahsoft's contract #GS-35F-0119Y, including, but not limited to the following:
 - (a) Contracting Parties.** The Government customer (Licensee) is the "Ordering Activity", "defined as an entity authorized to order under Government contracts as set forth in Government Order 4800.2H 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 GSAR Clause 552.243-72, Modifications (Federal Supply Schedule) (July 200 0) (Deviation I 2010) (AUG 1987), and 52.212 -4 (f) Excusable delays. (JUN 2010) regarding which the GSAR and the FAR provisions shall take precedence.
 - (c) Contract Formation.** Subject to FAR Sections 1.601(a) and 43.102, the Government Order must be signed by a duly warranted contracting officer, in writing. The same requirement applies to contract modifications affecting the rights of the parties. All terms and conditions intended to bind the Government must be included within the contract signed by the Government.
 - (d) Audit.** During the term of this Agreement: (a) If Ordering Activity's security requirements included in the Order are met, Manufacturer or its designated agent may audit Ordering Activity's facilities and records to verify Ordering Activity's compliance with this Agreement. Any such

audit will take place only during Ordering Activity's normal business hours contingent upon prior written notice and adherence to any security measures the Ordering Activity deems appropriate, including any requirements for personnel to be cleared prior to accessing sensitive facilities. Carahsoft on behalf of the Manufacturer will give Ordering Activity written notice of any non-compliance, including the number of underreported Units of Software or Services ("Notice"); or (b) If Ordering Activity's security requirements are not met and upon Manufacturer's request, Ordering Activity will run a self-assessment with tools provided by and at the direction of Manufacturer ("Self-Assessment") to verify Ordering Activity's compliance with this Agreement.

(e) Termination. Clauses in the Manufacturer Agreement referencing termination or cancellation the Manufacturer's EULA are hereby deemed to be deleted. Termination shall be governed by the FAR 52.212-4 and the Contract Disputes Act, 41 U.S.C. §§ 601-613, subject to the following exceptions:

Carahsoft may request cancellation or termination of the License Agreement on behalf of the Manufacturer if such remedy is granted to it after conclusion of the Contracts Disputes Act dispute resolutions process referenced in Section Q below or if such remedy is otherwise ordered by a United States Federal Court..

(f) Consent to Government Law / Consent to Jurisdiction. Subject to the Contracts Disputes Act of 1978 (41 U.S.C §§ 7101-7109) and Federal Tort Claims Act (28 U.S.C. §1346(b)). The validity, interpretation and enforcement of this Rider will be governed by and construed in accordance with the laws of the United States. In the event the Uniform Computer Information Transactions Act (UCITA) or any similar federal laws or regulations are enacted, to the extent allowed by law, it will not apply to this Agreement, and the governing law will remain as if such law or regulation had not been enacted. All clauses in the Manufacturer Agreement referencing equitable remedies are deemed not applicable to the Government order and are therefore deemed to be deleted.

(g) Force Majeure. Subject to FAR 52.212 -4 (f) Excusable delays. (JUN 2010). Unilateral Termination by the Contractor does not apply to a Government order and all clauses in the Manufacturer Agreement referencing unilateral termination rights of the Manufacturer are hereby deemed to be deleted.

(h) Assignment. All clauses regarding Assignment are subject to FAR Clause 52.232-23, Assignment of Claims (JAN 1986) and FAR 42.12 Novation and Change-of-Name Agreements, and all clauses governing Assignment in the Manufacturer Agreement are hereby deemed to be deleted.

(i) Waiver of Jury Trial. All clauses referencing waiver of Jury Trial are subject to FAR Clause 52.233-1, Disputes (JUL. 2002), and all clauses governing waiver of jury trial in the Manufacturer Agreement are hereby deemed to be deleted.

(j) Customer Indemnities. All Manufacturer Agreement clauses referencing Customer Indemnities are hereby deemed to be deleted.

(k) Contractor Indemnities. All Manufacturer Agreement clauses that (1) violate DOJ's right (28 U.S.C. 516) to represent the Government in any case and/or (2) require that the Government give sole control over the litigation and/or settlement, are hereby deemed to be deleted.

(l) Renewals. All Manufacturer Agreement clauses that violate the Anti-Deficiency Act (31 U.S.C. 1341, 41 U.S.C. 11) ban on automatic renewal are hereby deemed to be deleted.

(m) Future Fees or Penalties. All Manufacturer Agreement clauses that violate the Anti-Deficiency Act (31 U.S.C. 1341, 41 U.S.C. 11), which prohibits the Government from paying any fees or penalties beyond the Contract amount, unless specifically authorized by existing statutes, such as the Prompt Payment Act, or Equal Access To Justice Act 31 U.S.C. 3901, 5 U.S.C. 504 are hereby deemed to be deleted.

(n) Taxes. Taxes are subject to FAR 52.212-4(k), which provides that the contract price includes all federal, state, local taxes and duties.

(o) Third Party Terms. Subject to the actual language agreed to in the Order by the Contracting Officer. Any third party manufacturer will be brought into the negotiation, or the components acquired separately under Federally-compatible agreements, if any. Contractor indemnities do not constitute effective migration.

(p) Installation and Use of the Software. Installation and use of the software shall be in accordance with the Rider and Manufacturer Agreement, unless an Ordering Activity determines that it requires different terms of use and Manufacturer agrees in writing to such terms in a valid task order placed pursuant to the Government contract.

(q) Dispute Resolution and Venue. Any disputes relating to the Manufacturer Agreement and to this Rider shall be resolved in accordance with the FAR, and the Contract Disputes Act, 41 U.S.C. §§ 7101-7109. The Ordering Activity expressly acknowledges that Carahsoft, on behalf of the Manufacturer, shall have standing to bring such claim under the Contract Disputes Act.

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

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

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

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

(u) Confidentiality. Any provisions that require the Licensee to keep certain information confidential are subject to the Freedom of Information Act, 5 U.S.C. §552, and any order by a United States Federal Court.

CENTRIPETAL NETWORKS, INC.

END USER LICENSE AGREEMENT

CENTRIPETAL NETWORKS PRODUCTS AND SERVICES

REDISTRIBUTION NOT PERMITTED

License for Centripetal Networks Products and Services

IMPORTANT -- READ CAREFULLY BEFORE USING THIS SOFTWARE: This License Agreement for certain Centripetal Networks Products and Services ("License Agreement" or "Agreement") is a legal agreement between you (an Ordering Activity, an entity entitled to order under GSA Schedule contracts as defined in GSA Order ADM 4800.2H, as may be revised from time to time) and Centripetal Networks, Inc. and its suppliers and licensors (collectively "CNI" or "Centripetal Networks") for: the Centripetal Networks software which may include components provided by suppliers and licensors to CNI ("Software") and/or Centripetal Networks services ("Services"). The Software may include any of the following Centripetal Networks products including any combination of such products and Alpha, Beta, trial, pre-release and pay versions of the products (collectively, "CNI Products"): RuleGate. RuleGate server software may only be installed on official CNI RuleGate hardware. RuleGate client software may be installed on supported customer client hardware. The Services may include CNI's Software and other CNI Services as set forth herein. The Services include product upgrades, support and access to content as described in this agreement or another written agreement with Centripetal. You may only receive the Services if you are a Service subscriber in good standing with a valid, mutually agreed-to method of payment, or if you are in a trial period of the Services.

FOR YOUR USE OF CNI SERVICES, YOU AGREE TO BE BOUND BY THE "TERMS OF SERVICE" ATTACHED HERETO AS EXHIBIT A.

YOU AGREE THAT YOUR USE OF THE SOFTWARE AND/OR SERVICES ACKNOWLEDGES THAT YOU HAVE READ THIS LICENSE AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

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a) You may: (i) use the Software on any single computer; and (ii) copy the Software for back-up and archival purposes, provided any copy must contain all of the original Software's proprietary notices.

b) CNI may modify this License Agreement with respect to free versions of the Software upon 14 days written notice to you, including notice via the communications features described below.

2. LICENSE RESTRICTIONS.

a) You may not: (i) permit other individuals to use the Software except under the terms listed above; (ii) modify, translate, reverse engineer, decompile, disassemble (except to the extent that this restriction is expressly prohibited by law) or create derivative works based upon the Software or Documentation;

(iii) copy the Software or Documentation (except for back-up or archival purposes); (iv) rent, lease, transfer, or otherwise transfer rights to the Software or Documentation; (v) remove any proprietary notices or labels on the Software or Documentation.

b) You agree that you shall only use the Software and Documentation in a manner that complies with all applicable laws in the jurisdictions in which you use the Software and Documentation, including, but not limited to, applicable restrictions concerning copyright and other intellectual property rights.

c) You may only use the Software for your private, non-commercial use. You may not use the Software in any way to provide, or as part of, any commercial service or application without the prior written consent of CNI.

3. COPIES OF SOFTWARE AND ENHANCEMENTS. If you receive the first copy of the Software electronically and a second copy on physical media (e.g., CD, etc.), the second copy may be used for archival purposes only and may not be transferred to or used by any other person. This license does not grant you any right to any enhancement or update.

4. ALPHA RELEASE VERSIONS. In the event that the Software is an alpha release version, the terms of this Section shall apply. Your license to use the Software expires 45 days after installation, or such other period as may be indicated in a separate written authorization from CNI. The Software you are receiving may contain more or less features than the commercial release of the CNI Product that CNI intends to distribute. While CNI intends to distribute a commercial release of the Software, CNI reserves the right at any time not to release a commercial release of the Software or, if released, to alter features, specifications, capabilities, functions, licensing terms, release dates, general availability or other characteristics of the commercial release. You agree that the alpha release versions are not suitable for production use and may contain errors affecting their proper operation. You agree that you will not do anything to circumvent or defeat the features designed to stop the Software from operating after the license expires.

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LIMITATION OF LIABILITY. UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY WHETHER IN TORT CONTRACT OR OTHERWISE SHALL CNI OR ITS SUPPLIERS OR RESELLERS BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES EVEN IF CNI SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES OR FOR ANY CLAIM BY ANY OTHER PARTY. FURTHER, IN NO EVENT SHALL CNI'S LIABILITY UNDER ANY PROVISION OF THIS AGREEMENT EXCEED THE LICENSE FEE PAID TO CNI FOR THE SOFTWARE AND DOCUMENTATION. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. THIS CLAUSE SHALL NOT IMPAIR THE U.S. GOVERNMENT'S RIGHT TO RECOVER FOR FRAUD OR CRIMES ARISING OUT OF OR RELATED TO THIS CONTRACT UNDER ANY FEDERAL FRAUD STATUTE, INCLUDING THE FALSE CLAIMS ACT, 31 U.S.C. 3729-3733. FURTHERMORE, THIS CLAUSE SHALL NOT IMPAIR NOR PREJUDICE THE U.S. GOVERNMENT'S RIGHT TO EXPRESS REMEDIES PROVIDED IN THE GSA SCHEDULE CONTRACT (E.G., CLAUSE 52.238-75 - PRICE REDUCTIONS, CLAUSE 52.212-4(H) - PATENT INDEMNIFICATION, AND GSAR 52.215-72 - PRICE ADJUSTMENT - FAILURE TO PROVIDE ACCURATE INFORMATION).

(b) For the Pre-Release, Alpha, and Beta versions of CNI Products, the Services and the Content, the following terms apply:

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9. TERMINATION

10. NO ASSIGNMENT. This Agreement is personal to you, and may not be assigned without CNI's express written consent. In the event that you are an entity that merges with another entity or are acquired by another entity during the Term, you shall provide written notice of such merger or acquisition not later than the date on which any public announcement is made. If CNI does not consent to assignment of this Agreement to the new or acquiring entity in such merger or acquisition, CNI may terminate this Agreement on thirty (30) days' written notice. Both parties shall perform under this Agreement until such termination is effective.

11. TECHNICAL SUPPORT. Technical support for the Software, as made available by CNI, is described at CNI's technical support website:
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13. IMPORTANT--MISCELLANEOUS.

a) Arbitration & Jurisdiction. This Agreement shall be governed by the laws of the United States of America.

b) Complete Agreement. The acceptance of any purchase order you place is expressly made conditional on your consent to the terms set forth herein. The terms and conditions contained in this Agreement may not be modified by you except in a writing duly signed by you and an authorized representative of CNI. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable, and such decision shall not affect the enforceability of such provision under other circumstances, or of the remaining provisions hereof under all circumstances. This Agreement will not be governed by the United Nations Convention of Contracts for the International Sale of Goods, the application of which is hereby expressly excluded.

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EXHIBIT A

CENTRIPETAL NETWORKS, INC.

TERMS OF SERVICE

Terms of Service for RuleGate Services

1. PAYMENT & SERVICES.

Following the expiration of a trial period that may be provided to you in the sole discretion of Centripetal Networks, you agree to pay Centripetal Networks the monthly service charges for your use of the Services using a valid contract payment vehicle, in accordance with the billing terms and prices in the GSA Schedule contract.

During your subscription period, you will be entitled to receive: (1) feed Content (as defined below); (2) any generally available RuleGate code or RuleGate Management Software upgrades released during your subscription period. You understand that all information, lists, feeds, messages or other materials (collectively, "Content") provided in conjunction with the Services are the sole responsibility of the entity from which such Content originated and not CNI. UNDER NO CIRCUMSTANCES WILL CNI BE LIABLE IN ANY WAY FOR ANY CONTENT THAT YOU HAVE ACCESS TO DURING YOUR SUBSCRIPTION PERIOD, INCLUDING, BUT NOT LIMITED TO, ANY ERRORS OR OMISSIONS IN ANY CONTENT, QUALITY OF THE CONTENT, AVAILABILITY OF THE CONTENT, THE SUBJECT MATTER OF THE CONTENT, OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT PROVIDED AS PART OF THE SERVICE.

2. YOUR RIGHT TO CANCEL CNI SERVICES

You may cancel CNI Services at any time. You will not receive any refund or partial refund for any charges already billed to your account. In the event you signed up for a minimum commitment period, you will be responsible for all charges for the entire minimum commitment period. You may cancel the services by providing written notification to Centripetal Networks, Inc., Customer Services Department, 2251 Corporate Park Drive, Suite 150, Herndon, VA 20171.

4. SERVICE USE RESTRICTIONS.

a) You agree that you shall only use the Services and Content in a manner that complies with all applicable laws in the jurisdictions in which you use the Services and Content, including, but not limited to, applicable restrictions concerning copyright and other intellectual property rights. Except as specifically authorized herein, you may not: (i) permit other individuals to use the Content and Services; (ii) modify, translate, distribute or create derivative works of the Content or the Services; (iii) copy or redistribute the Content; (iv) rent, lease, transfer, or otherwise transfer rights to the Content or the Services; (v) remove any proprietary notices or labels on the Content or Service; and (vi) add to, alter, delete from, or otherwise modify the Content.

b) You may only use the Services and Content for your private, non-commercial use. You may not use the Services or Content in any way to provide, or as part of, any commercial service or application. All Content, including but not limited to that is streamed, downloaded or copied using the Services are protected by the U.S. copyright laws and related laws of other jurisdictions, and are for your own personal use only. You may not, under any circumstances, distribute Content to third parties not expressly permitted by written agreement with CNI or the entity from which the content was obtained.

c) You may not attempt to, in conjunction with, any device, software program or service, circumvent technological measures employed to control access to, or the rights in, a Content file.

5. PERSONAL INFORMATION AND PRIVACY

Personal information you provide to Centripetal Networks is governed by Centripetal Networks Privacy Policy available upon request. Your election to use Software and Services, indicates your acceptance of the terms of the Centripetal Networks Privacy Policy, so please review it carefully if you have any questions about Centripetal Networks treatment of personal information you provide to us. If you have questions about our Privacy Policy, please e-mail us at privacy@centripetalnetworks.com.

6. E-MAIL NOTIFICATION.

To let you know what new Content and Services are available from time to time, CNI will send you e-mails describing the latest upgrades to its RuleGate products, RuleGate Support Services, new Content feeds and how to get access to them. You agree that as a Service subscriber, CNI may send you such e-mail to the address you provide. Because this e-mail is necessary for you to receive the Services, you will receive this e-mail even if you have opted out of receiving other e-mail from CNI. If you do not want to receive this e-mail, you may cancel the Service at any time as provided in this Agreement, or opt out of the Real Service e-mail as provided in each e-mail.