

CertiPath, Inc.
11921 Freedom Drive, Suite 710
Reston, Virginia 20190

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

- 1. Scope.** This Carahsoft Rider and the Local Motion Services Agreement (EULA or Manufacturer End User License Agreement or Manufacturer EULA) establish the terms and conditions enabling Carahsoft to provide Software and Services to U.S. Government agencies (the "Client" or "Licensee").
- 2. Applicability.** The terms and conditions in the attached Manufacturer EULA are hereby incorporated by reference to the extent that they are consistent with Federal Law. The Manufacturer EULA is consistent with Federal Acquisition Regulation ("FAR") Part 12.212 and Federal law, including with respect to the following: 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 (or portions thereof) in the Manufacturer's EULA are inconsistent with the Federal Law (See FAR 12.212(a)), the language that is inconsistent with Federal law shall be deemed deleted and unenforceable under any resultant orders under Carahsoft's contract #GS-35F-0119Y, including, but not limited to the following:

 - (a) Contracting Parties.** The Government customer (Licensee) is the "Ordering Activity", "defined as an entity authorized to order under GSA contracts as set forth in GSA ORDER 4800.2H 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) 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.
 - (c) 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.
 - (d) Termination.** The portion of clauses in the Manufacturer EULA referencing termination or cancellation are hereby deemed to be deleted if, and to the extent, determined to be inconsistent with FAR 52.212-4(l) and

(m). 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..

- (e) Consent to Government Law / Consent to Jurisdiction.** Subject to the Contracts Disputes Act of 1978 (41 U.S.C §§ 7101-7109), 28 U.S.C. 1498, the Lanham Act, 28 U.S.C. § 1498 (Patent and copyright cases), 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) is 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 portions of clauses in the Manufacturer EULA referencing equitable remedies, to the extent not consistent with federal law, are deemed not applicable to the Government order and are therefore deemed to be deleted.
- (f) Force Majeure.** Subject to FAR 52.212 -4 (f) Excusable delays. (JUN 2010). Unilateral Termination by the Contractor does not apply to a Government order and all clauses in the Manufacturer EULA referencing unilateral termination rights of the Manufacturer are hereby deemed to be deleted.
- (g) 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, if and to the extent relevant and applicable, and all portions of clauses governing Assignment in the Manufacturer EULA which are inconsistent with federal procurement law are hereby deemed to be deleted.
- (h) Waiver of Jury Trial.** All clauses referencing waiver of Jury Trial are subject to FAR Clause 52.233-1, Disputes (JUL. 2002). The portion of any clause in the Manufacturer EULA that waives jury trial are deemed to be deleted.
- (i) Customer Indemnities.** FAR Clause 52.232-39, Unenforceability of Unauthorized Obligations (JUN 2013) is made a part of this Agreement. All portions of any Manufacturer EULA clauses referencing Customer Indemnities that are not authorized by federal law are hereby deemed to be deleted.
- (j) Contractor Indemnities.** All Manufacturer EULA clauses that (1) violate DOJ's right (28 U.S.C. 516) to represent the Government in any case and/or (2) require that the Government give sole control over the litigation and/or settlement, are hereby deemed to be revised to be consistent with DOJ's right to represent the Government in any case as set forth in 28 U.S.C. 516.
- (k) Renewals.** The Manufacturer EULA does not require automatic renewal. All Manufacturer EULA clauses that violate the Anti-Deficiency Act (31 U.S.C. 1341, 41 U.S.C. 11) ban on automatic renewal are hereby deemed to be deleted.
- (l) Future Fees or Penalties.** All Manufacturer EULA clauses that violate the Anti-Deficiency Act (31 U.S.C. 1341, 41 U.S.C. 11), which prohibits the Government from making or authorizing an expenditure from, or creating or

authorizing an obligation under, any appropriation or fund in excess of the amount available in the appropriation or fund unless authorized by law, 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.

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

(n) 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 mitigation.

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

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

(q) 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 any party's right to recover all damages for infringement, misappropriation, 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.

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

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

(t) 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.

**ATTACHMENT A
CONTRACTOR SUPPLEMENTAL PRICE LIST INFORMATION AND TERMS**

CERTIPATH, INC.

CERTIPATH, INC. LICENSE, WARRANTY AND SUPPORT TERMS

DEFINITIONS

“*CertiPath*” means CertiPath, Inc.

“*Installation*” means any deployment or configuration of the Product as set forth on an Order hereunder.

“*Product*” means Contractor’s currently general available products, including hardware and software, listed on Contractor’s GSA price list.

“*Product Update*” shall mean any version of the Product, developed subsequent to the initial Order, which implements minor improvements or augmentations, or which corrects failures of the Product.

“*Product Upgrade*” shall mean any version of the Product, developed subsequent to initial Order, which implements additional features or functions, or which produces substantial and material improvements with respect to the utility and efficiency of the Product, but which does not constitute merely a Product Update, and which is not marketed and/or distributed by CertiPath as a separate and independent product.

“*Product Documentation*” means the then-current, generally available, text and/or graphical materials that describe the features, functions and use of the Product, which materials are designed to facilitate use of the Product and which are provided by Contractor to Ordering Activity.

“*Order*” means a written purchase order submitted by Ordering Activity to Contractor.

“*Ordering Activity*” means an activity that is authorized to place an Order hereunder.

“*Supported Environment*” means the configuration of the hardware and the operating system(s) for which the Product is created to operate or depend.

“*Term*” means the term of Ordering Activity’s license to use the Product and Product Documentation as set forth in an Order.

“*User*” means Ordering Activity’s agents, employees, consultants or independent contractors authorized to use the Product on Ordering Activity’s behalf.

License Grant. Subject to Ordering Activity’s compliance with this Attachment A and payment of all license fees, Contractor grants to Ordering Activity during the Term, as set forth in the Order, a non-exclusive, non-transferable, limited license, without the right to grant sublicenses (other than to Users) to use the Product and Product Documentation. Such license permits Ordering Activity and its Users to use the Product solely (i) for Ordering Activity’s internal business purposes, (ii) in accordance with the Product Documentation and this Attachment A (including any limitations on the number of User licenses set for on the Order), and (iii) in compliance with all applicable laws. The foregoing license shall commence on the date of shipment or electronic availability of such Product to Ordering Activity.

License Restrictions. Ordering Activity acknowledges that the Product and its structure, organization, and source code constitute valuable trade secrets of CertiPath, its suppliers, and licensors. Accordingly, Ordering Activity shall not, nor shall it permit, assist or encourage any third party to: (i) modify, adapt, alter, translate, or create derivative works from the Product or Product Documentation; (ii) merge the Product with other software or hardware into a new product; (iii) sublicense, distribute, sell, use for service bureau use, lease, rent, loan, or otherwise transfer the Product or the Product Documentation to any third party; (iv) make available the Product via an outsourcing, timesharing, service bureau, or other arrangement; (v) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code for the Product, or unbundle any of the programs embedded in the Product; (vi) exceed the permitted number of Users; (vii) remove any proprietary notices on or relating to the Product; (viii) permit any third party application to access the collection of data indexed by the Product; or (ix) otherwise exercise any rights in or to the Product or the Product Documentation except as expressly permitted hereunder.

United States Government Use. If the Product is acquired by or on behalf of a unit or agency of the United States government, the following terms shall apply. The CertiPath Product (i) is existing computer software and hardware, and was developed at private expense, (ii) is a trade secret of CertiPath and its licensors for all purposes of the Freedom of Information Act, (iii) is “commercial computer software” subject to limited utilization as expressly stated in this Attachment A, and (iv) in all respects is proprietary data belonging to CertiPath and its licensors. CertiPath and its licensors reserve all rights to the Product. For civilian agencies and entities acquiring Software under a GSA Schedule, the Product is licensed only with “Restricted Rights” and use, reproduction or disclosure is subject to restrictions set forth in subparagraph (a) through (d) of the Commercial Computer Software – Restricted Rights clause at 52.227-19 of the Federal Acquisition Regulations and its successors. For units of the United States Department of Defense (“DoD”), the Product is licensed only with “Limited Rights” and use, duplication, or disclosure is subject to restrictions as set

forth in subdivision (b)(3) of the Rights in Technical Data and Computer Software clause at 252.227-7013 of the DoD Supplement to the Federal Acquisition Regulations and its successors.

Installation. If Ordering Activity has purchased Installation to deploy or configure the Product from Contractor via an Order, delivery will occur through CertiPath. Ordering Activity will grant CertiPath personnel adequate access to its facilities and applicable computer systems, upon reasonable notice to the Ordering Activity and consistent with all security measures, in order to install the Product and will make its personnel reasonably available during the installation procedures.

Product Warranty. Contractor warrants that the Product, when used as permitted under this Attachment A, in accordance with the instructions in the Product Documentation and in the Supported Environment, shall operate substantially as described in the Product Documentation. ORDERING ACTIVITY'S REMEDY FOR ANY BREACH OF THE FOREGOING WARRANTY SHALL BE THE REPAIR OR REPLACEMENT OF OR (AT CONTRACTOR'S OPTION OR IF REPAIR OR REPLACEMENT IS IMPRACTICAL) REFUND OF THE FEES RECEIVED BY CONTRACTOR FOR RETURNED NON-CONFORMING PRODUCT FOR WHICH FULL DOCUMENTATION AND ANY PROOF OF NON-CONFORMITY IS PROVIDED TO CONTRACTOR (AND FOR WHICH A RETURN MATERIAL AUTHORIZATION HAS BEEN ISSUED) WITHIN ONE YEAR IN THE CASE OF A HARDWARE COMPONENT OF THE PRODUCT OR NINETY DAYS IN THE CASE OF A SOFTWARE COMPONENT OF THE PRODUCT (WHETHER OR NOT EMBEDDED) AFTER THE ORIGINAL NON-CONFORMING PRODUCT (BUT NOT REPLACEMENT PRODUCT) IS SHIPPED BY CONTRACTOR OR MADE ELECTRONICALLY AVAILABLE TO ORDERING ACTIVITY.

Installation and Maintenance and Support Warranty. Contractor warrants that Installation and Maintenance and Support will be performed in a competent, professional and workmanlike manner. IF INSTALLATION OR MAINTENANCE AND SUPPORT ARE NOT PERFORMED AS WARRANTED, THEN, UPON ORDERING ACTIVITY'S WRITTEN REQUEST WITHIN THIRTY DAYS AFTER COMPLETION OF THE NON-CONFORMING INSTALLATION OR MAINTENANCE AND SUPPORT, CONTRACTOR THROUGH CERTIPATH SHALL RE-PERFORM OR CAUSE TO BE RE-PERFORMED, SUCH INSTALLATION OR MAINTENANCE AND SUPPORT, AT NO ADDITIONAL CHARGE TO ORDERING ACTIVITY. SUCH RE-PERFORMANCE SHALL BE ORDERING ACTIVITY'S EXCLUSIVE REMEDY AND CONTRACTOR'S SOLE LIABILITY FOR ANY SUCH NON-PERFORMANCE.

Disclaimer. EXCEPT AS EXPRESSLY SET FORTH ABOVE, THE PRODUCT, THE PRODUCT DOCUMENTATION, THE MAINTENANCE AND SUPPORT, AND THE **INSTALLATION**, ARE PROVIDED BY CONTRACTOR TO ORDERING AGENCY ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND. CONTRACTOR, ON BEHALF OF ITSELF AND ITS SUPPLIERS AND LICENSORS, HEREBY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES WITH REGARD TO THE PRODUCT, THE PRODUCT DOCUMENTATION, THE MAINTENANCE AND SUPPORT AND THE **INSTALLATION**, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT AND ANY WARRANTIES ARISING OUT OF THE COURSE OF DEALING OR COURSE OF PERFORMANCE. CONTRACTOR DOES NOT WARRANT THAT ORDERING ACTIVITY'S USE OF THE PRODUCT SHALL BE ERROR-FREE, OR UNINTERRUPTED. ORDERING ACTIVITY ACKNOWLEDGES THAT IT HAS RELIED ON NO OTHER WARRANTIES AND THAT NO OTHER WARRANTIES ARE MADE HEREIN BY CONTRACTOR OR ANY OF CONTRACTOR'S SUPPLIERS OR LICENSORS. SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO ORDERING ACTIVITY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ANY IMPLIED WARRANTIES ARE LIMITED TO THIRTY (30) DAYS.

Maintenance and Support. If Ordering Activity has purchased maintenance and support for the Product from Contractor via an Order, delivery will occur through CertiPath as specified in Exhibit 1 below ("**Maintenance and Support**"). If Ordering Activity ceases Maintenance and Support and later wishes to re-instate Maintenance and Support, then Ordering Activity may be subject to Product inspection and/or re-certification fees.

In the event Ordering Activity purchases a perpetual license, as identified on an Order, Maintenance and Support shall commence on the date of shipment or upon electronic availability of such Product to Ordering Activity and remain in effect for the duration of the Maintenance and Support Term specified in an Order accepted by Contractor. Thereafter, subsequent terms of Maintenance and Support may be purchased by Ordering Activity via a subsequent Order accepted by Contractor. All subsequent terms of Maintenance and Support shall be subject to the terms and conditions of this Attachment A.

In the event Ordering Activity purchases a term license, as identified on an Order, Maintenance and Support shall commence on the date of shipment or upon electronic availability of such Product to Ordering Activity and remain in effect for the duration of the Term indicated in the Order accepted by Contractor.

EXHIBIT 1: MAINTENANCE AND SUPPORT

1. PRODUCT MAINTENANCE

a. Product Updates and Product Upgrades. Ordering Activity shall be entitled to receive, and Contractor through CertiPath shall provide Ordering Activity e-mail notification of, all Product Updates and Product Upgrades as CertiPath, in its sole discretion, makes them generally available to its customers, without additional charge. The contents of all Product Updates and Product Upgrades shall be developed by CertiPath in its sole discretion. Ordering Activity may obtain Product Updates and Product Upgrades from CertiPath's Support website located at (www.certipath.com/support) and may only be installed on Products that are covered under current Maintenance and Support Orders. Any such software provided by CertiPath shall be subject to the terms and conditions in Attachment A.

b. Supported Products. Contractor through CertiPath supports the current major release of the Product, plus certain prior versions of the Product in accordance with CertiPath's support policy available at: www.certipath.com/support.

c. Product Errors. Contractor through CertiPath shall use commercially reasonable efforts to correct any reproducible material error of nonconformity between the Product and the Product Documentation that is attributable to CertiPath ("Product Errors") with a level of effort appropriate with the severity of the error, provided that CertiPath shall have no obligation to correct all Product Errors. Ordering Activity shall notify CertiPath of such error by means set forth in Section 3 of this Exhibit 1 and shall provide CertiPath with sufficient information to reproduce the error. CertiPath shall only be responsible for Product Errors that are attributable to CertiPath and reproducible by CertiPath on unmodified Product consistent with the Product delivered to Ordering Activity. CertiPath may correct such Product Error solely by amending the Product Documentation, as necessary.

2. HARDWARE REPLACEMENT

a. Return Material Authorization. Before returning any Product, Ordering Activity must contact CertiPath and obtain a Return Material Authorization ("RMA") number by means set forth in Section 3 of this Exhibit 1. If CertiPath verifies that the Product is likely to be defective, Contractor through CertiPath will issue Ordering Activity a RMA number, which allows Ordering Activity to return the defective unit to CertiPath for repair or replacement.

b. Shipping. Contractor through CertiPath cannot accept any Product without a RMA number on the package. Ordering Activity must deliver the Product along with the RMA number to the address designated by CertiPath at the time of RMA issuance. Ordering Activity is responsible for its shipping costs, will ship such item on its own account and assumes the risk of damage or loss in transit. Ordering Activity must use the original container (or the equivalent) and will be responsible for any damage in transit if it fails to use adequate packaging. Shipping costs for repair or replacement Products shall be borne by CertiPath.

c. Repair or replace. Contractor through CertiPath may replace or repair the Product with either a new or a reconditioned Product.

d. Dead on Arrival Products. For RMAs that are issued by Contractor through CertiPath within the first thirty (30) days after original Product shipment, CertiPath will ship a new (not refurbished) advance replacement Product via express delivery. Advance replacement for requests confirmed by 12:00 pm United States Eastern Time ("*US ET*"). by CertiPath will be shipped for next business day delivery, provided that special configurations may require additional time before a new replacement unit can be shipped; delivery time may depend on the International customs clearing and export/import laws and regulations for non-US destinations. In the case of a Dead on Arrival Product, Ordering Activity has thirty (30) days to return the defective Product after the replacement has been shipped and the cost thereof shall be borne by CertiPath.

3. SUPPORT

a. Support. Contractor through CertiPath will provide Ordering Activity with technical support ("*Support*") as follows:

- i. Assistance related to questions on the installation and operational use of the Product;
- ii. Assistance in identifying and verifying the causes of suspected errors in the Product; and
- iii. Providing workarounds for identified Products Errors or malfunctions, where reasonably available to CertiPath.
- iv. Ordering Activity will designate the contact information for two named individuals to act as support liaisons to utilize CertiPath Support and will ensure that such persons will be properly trained in the operation and usage of the Product; CertiPath will not be obligated to provide Support to any other individuals. Ordering Activity agrees to provide reasonable access to all necessary personnel to answer questions about any problems reported by Ordering Activity regarding the Product. Ordering Activity also agrees to promptly implement all Product Updates and Product Upgrades provided by CertiPath under this Exhibit 1. Upon request, Ordering Activity will provide access for on-line diagnostics of the Product during error diagnosis.

- b. **Support Methods.** Support is available through the following methods of communication:
- i. Via telephone at 1.855.758.0075.
 - ii. Via email at support@certipath.com.
 - iii. Via CertiPath's Support website at www.certipath.com/support
 - iv. Ordering Activity may request maintenance and support not specifically provided for in this Attachment A.
 - v. Support is available Monday through Friday, 8:00 am to 5:00 pm US ET.
 - vi. Support is not available on the following days: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, the days of December 25th through December 31st, and any other day upon which the offices of the United States government are closed as a holiday.
 - vii. Support will only be given using the English language.

4. **PRODUCT OBSOLESCENCE**

CertiPath's end of sale and end of Maintenance and Support policies are available at: www.certipath.com/support

5. **SUPPORT SERVICE LEVELS**

An incident is defined as a situation where the Product does not function as warranted ("**Incident**"). The detail below defines the severity level of each type of Incident. Contractor through CertiPath will use commercially reasonable efforts to provide the targeted responses included below.

Severity Level: 1

Definition: Total service failure of (operational) system (e.g. failure of a component of a critical process). Failure results in a critical part of the Product being unavailable.

Targeted response time: Within 2 hours of the receipt of the Support request from Ordering Activity's support liaison. If the request for Support is received after 5:00 pm US ET during the business day, targeted response time begins the next business morning.

Severity Level: 2

Definition: Failure of one or more system functions making use of the Product difficult (e.g. Product still running and operational, but not to full capacity).

Targeted response time: Within 4 hours of the receipt of the Support request from Ordering Activity's support liaison. If the request for Support is received after 5:00 pm US ET during the business day, targeted response time begins the next business morning.

Severity Level: 3

Definition: Failure of a non-critical function having no significant effect on the Product's operation (e.g. failure of a sub-component), Product Users can adapt business practices to bypass the Incident in the short-term.

Targeted response time: Next business day.

Severity Level: 4

Definition: Any Incident having minimal impact on the Product's operation, defined as an error of inconvenience.

Targeted response time: Three business days.

6. **ESCALATION PROCEDURES**

Contractor through CertiPath will use commercial reasonable efforts to respond to requests for Support as described in this Exhibit 1. CertiPath reserves the right to "stop the clock" on the targeted response time while awaiting action of or information from Ordering Activity's support liaison.

If CertiPath has not responded as targeted above, Ordering Activity’s support liaison may escalate as follows:

Severity Level	Status	Escalation Step
1	Upon receipt	Immediate escalation to CertiPath’s Vice President of Client Services
2	No response within 8 hours	Ordering Activity’s support liaison may request escalation to CertiPath’s Vice President of Client Services
3	No response within 2 business days	Ordering Activity’s support liaison may request escalation to CertiPath’s Support Manager
4	No response within 7 business days	Ordering Activity’s support liaison may request escalation to CertiPath’s Support Manager

7. SUPPORT REQUEST HANDLING

All requests for Support shall be reported in accordance with the methods listed in Section 3(a) of this Exhibit 1. Requests for Support must be made by Ordering Activity’s support liaison. It is the responsibility of the Ordering Activity’s support liaison to provide the following information:

- * Serial number of the Product impacted
- * Product version
- * Detailed description of the Incident
- * Impact of the Incident
- * Indication of the activity that was being performed when the Incident occurred
- * Configuration data
- * All relevant Product log files

Support requests will be registered in CertiPath’s online support tracking system, assigned a Severity Level, and allocated a unique request reference number. The Support request will be managed to resolution by a CertiPath technical support engineer. While working to resolve an Incident, the technical support engineer may need access to information on the Ordering Activity system relative to the failure, or may need to recreate the failure to get additional information. If the Incident is related to system configuration, the Ordering Activity’s support liaison may be asked to provide a network diagram and configuration information. Any information sent to CertiPath to aid in the resolution of Ordering Activity’s Incident will be treated as confidential.

Support requests will remain active until Ordering Activity’s support liaison and CertiPath mutually agree to the resolution of the Incident.

8. RESTRICTIONS

Ordering Activity is entitled to receive Maintenance and Support only on Products under a current Maintenance and Support Order. Maintenance and Support commences on the date of shipment or electronic availability of Product to Ordering Activity. Contractor through CertiPath, will not be obligated to provide any Maintenance and Support: (1) on Products that: (a) have been altered, modified, mishandled or damaged, (b) have not be installed, operated, repaired, or maintained in accordance with CertiPath’s Product Documentation, specifications, instructions and the terms of this Exhibit 1 and Attachment A, (c) have been combined or integrated with hardware, software, and/or technology not provided by CertiPath and without the written approval of CertiPath, or (d) have been misused or operated outside the Supported Environment for that Product; (2) where the Incident relates to Ordering Activity’s or third party’s network, systems, hardware, software, or other problem beyond the reasonable control of CertiPath; (3) to any geographic location or to any customers in violation of applicable laws or regulations or (4) where providing Support might reasonably be expected to jeopardize or harm CertiPath’s or its licensor’s rights in any intellectual property, or reveal trade secrets or other proprietary information of CertiPath or its licensors not generally available to the public or to customers of the Product. Ordering Activity acknowledges and agrees that CertiPath’s ability to provide Maintenance and Support is dependent on Ordering Activity providing accurate Product installation location information, and any failure to do so may impact CertiPath’s ability to provide Maintenance and Support. Remote access to the Products on Ordering Activity’s network may be required to diagnose or resolve an Incident, and Ordering Activity’s failure to provide such access may impact CertiPath’s ability to resolve the Incident. CertiPath will not be responsible for any Product replacement or repair delays caused by CertiPath’s compliance with export/import laws and regulations. CertiPath’s obligation under an Order for Maintenance and Support on any Product is subject to CertiPath’s receipt of the applicable fees under the Order. CertiPath retains ownership of any intellectual property resulting from Maintenance and Support performed.