CARAHSOFT RIDER

Please review and approve the Carahsoft Rider ("Rider").

The Carahsoft Rider contains mandatory terms for all public sector contracts (i.e. GSA, SEWP, NASPO, Open Market orders, etc.). By signing this document, you agree to the incorporation of these terms into all purchase orders placed by Carahsoft on behalf of Public Sector Entities who buy through Carahsoft and/or Carahsoft's prime contractors.
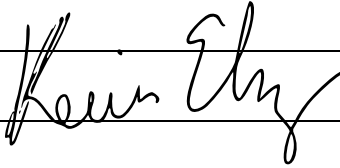
These terms will take precedence over any conflicting terms in your Commercial Supplier Agreement (i.e. End User License Agreement, EULA, Master Service Agreement, or similar document) with Public Sector Entities. These terms will also take precedence over any conflicting terms contained within the Manufacturer Agreement (i.e. Channel Agreement, Distributor Agreement, Aggregator Agreement, Reseller Agreement, VAD Agreement, VAR agreement, or similar document) you may have in place with Carahsoft Technology Corp., if applicable. Lastly, these terms will take precedence over any conflicting terms in any Statement of Work (or similar document) you may have in place with Carahsoft Technology Corp.

A Public Sector Entity ("Licensee") is defined as one of the following:

- A member of the U.S. government's legislative, judicial or executive branches. This includes the department of defense, civilian agencies, intelligence agencies, independent agencies, special inspector general offices, and quasi-official agencies (i.e. National Gallery of Art, National Park Foundation, etc.).
- U.S. state or local government entity. This includes all applicable state agencies, counties, cities, municipalities, and similar entities within a state, the District of Columbia, or one of the territories of the United States.
- An Academic Institution is defined as an accredited institution, and must be organized and operated for educational purposes. The institution must receive funding (partial or full) from a federal, state, or local agency, and must meet one of the following criteria:
  - Public or private elementary, secondary, vocational school, correspondence school, junior college, university, post-graduate school such as a medical college, law school, or business school, management school board, school for disabled, scientific, research, or technical institutions accredited by U.S. Department of Education and State Board of Education, or, by associations recognized by U.S. Department of Education, including the district, regional, and State Administrative offices.
  - Administrative Offices or Board of Education for academic institutions as defined as:
    - A district, regional or state administrative office of public educational institution
    - Administrative entities organized and operated exclusively for private academic institutions
    - Other state or local government entities whose activities consist of administrative support or services for the advancement of public academic institutions.
  - Full-time or part-time faculty, staff, or, matriculated students in good academic standing at an accredited academic institution. Libraries associated with an accredited academic institution
  - Hospitals and teaching hospitals that are wholly owned and operated by an academic institution.
  - Higher Education Research laboratories that are associated with an academic institution, recognized by the U.S. Department of Education, and teach students as part of their research mission.

Manufacturer Name: CTFD LLC

Signature:

Print Name: Kevin Chung

Title: Founder & Lead Developer

Date: 09/04/2020

By signing above, I have read and agreed with all info regarding the RIDER.

Carahsoft Rider for Public Sector Agencies

1.   Applicability. The terms and conditions in the Manufacturer Agreement and Commercial Supplier Agreement are hereby incorporated by reference to the extent that they are consistent with applicable public sector 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, 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 or Commercial Supplier Agreement are inconsistent with applicable public sector law (i.e. *See* FAR 12.212(a)), they shall be deemed deleted and unenforceable under any resultant orders or contracts with Carahsoft.

2.   Contract Formation. Subject to FAR Sections 1.601(a) and 43.102, the Commercial Supplier Agreement must be signed by a duly warranted contracting officer, in writing. The same requirement applies to Commercial Supplier Agreement modifications affecting the rights of the parties. All terms and conditions intended to bind the Public Sector Entity must be included within the contract signed by the Public Sector Entity

3.   Termination. If a Public Sector Entity cancels or terminates its corresponding order with Carahsoft, Carahsoft's reseller partner or a higher tier prime or subcontractor, as applicable, then Carahsoft will have the right to cancel the related order with Manufacturer in the same manner as the cancellation or termination is presented by the Public Sector Entity. In such a cancellation event, Carahsoft will notify Manufacturer as soon as reasonably possible on the specific details of the order cancellation.

- Carahsoft may request cancellation or termination of the Commercial Supplier Agreement and applicable Public Sector Entity purchase order on behalf of the Manufacturer if such remedy is granted to it after conclusion of the Contracts Disputes Act dispute resolutions (or applicable dispute resolutions process) or if such remedy is otherwise ordered by applicable jurisdictional court.

4.   Consent to Government Law / Consent to Jurisdiction. Subject to the Contracts Disputes Act of 1978 (41. U.S.C §§ 7101-7109), Federal Tort Claims Act (28 U.S.C. §1346(b)), or applicable dispute resolution process.

5.   Dispute Resolution and Venue. Any disputes relating to the Commercial Supplier Agreement shall be resolved in accordance with the FAR, the Contract Disputes Act, 41 U.S.C. §§ 7101-7109, or applicable dispute resolutions process.

6.   Customer Indemnities. All Commercial Supplier Agreement clauses referencin**g** Customer Indemnities are hereby deemed to be deleted.

7.   Contractor Indemnities. All Commercial Supplier Agreement clauses that (1) violate applicable judicial department's right (i.e. 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.

8.   Renewals. All Manufacturer Agreement and Commercial Supplier Agreement clauses that violate the Anti-Deficiency Act (31 U.S.C. 1341, 41 U.S.C. 11) ban (or similar/applicable ban) on automatic renewal are hereby deemed to be deleted.

9.   Future Fees or Penalties. All Commercial Supplier 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.

10.   Travel and Expenses. Out-of-pocket expenses identified in a quote, statement of work, professional services agreement (or similar agreement) must be submitted for payment no more than sixty (60) days after completion of Services or such payment may be denied. Manufacturer shall ensure that travel expenses are incurred in accordance with the limitations set forth in FAR 31.205-46. Manufacturer will provide budgetary estimates for all travel and expense fees on its quotes (or Statement of Works/Professional Service Agreements) to Carahsoft.

11.   Limitation of Liability: Subject to the following:
   • Public Sector Entity shall not be liable for any indirect, incidental, special, or consequential damages, or any loss of profits, revenue, data, or data use. Further, Public Sector Entity shall not be liable for punitive damages except to the extent this limitation is prohibited by applicable law. This clause shall not impair the Public Sector Entity's right to recover for fraud or crimes under applicable fraud statute, such as the False Claims Act, 31 U.S.C. §§ 3729-3733.

12.   Public Access to Information. Manufacturer agrees that the Commercial Supplier Agreement contains no confidential or proprietary information and acknowledges the Commercial Supplier Agreement will be available to the public.

13.   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.

CTFD ENTERPRISE SOFTWARE SUBSCRIPTION AGREEMENT
TERMS AND CONDITIONS

1. **Definitions.**

   a. "End-User" or "User" means any person to whom, or entity to which, Customer provides, or makes available, access to use the Program(s).

   b. "Program" shall mean the computer program software identified in the Subscription Form, and any documentation, including flow charts, schematics, statements of principles of operations, and architecture standards, describing the data flows, data structures, and control logic of the Program(s) which may accompany the Program.

   c. "Source Code" of the Program(s) means the Program(s) written in programming languages, such as Python and Golang, including all comments and procedural code, such as job control language statements, in a form intelligible to trained programmers and capable of being translated into object code for operation on computer equipment through assembly or compiling, all as modified from time to time.

   d. "You" means the Customer signing this Agreement.

2. **License Grant**. Licensor grants you a limited, non-transferable and nonexclusive license in and to the Program(s), to install, modify and use the Program(s) for your internal business purposes only during the applicable Term, in accordance with the documentation provided by Licensor as contained in the Program(s), and only for the number of Authorized Number of Users stated in the Licensed Schedule.

3. **License Restrictions**. You may not, and must not allow any third party to:

   a. sublicense, sell, rent, lease, transfer, assign or redistribute all or any portion of the Program(s);
   b. host the Program(s) for the benefit of third parties;
   c. disclose or permit any third party to access the Program(s);
   d. hack or modify the license key, or avoid or change any license registration process;
   e. modify or create derivative works of the Program(s) or merge the Program(s) with other software, except for modifications of the Program(s) *solely for internal business purpose*;
   f. bypass any code obfuscation;
   g. modify, obscure or delete any proprietary rights notices included in or on the Program(s); or
   h. use or copy the Program(s) in a manner not authorized by this Agreement or in such a manner that would enable any unlicensed person to access the Program(s).

4. **Restricted Activities.** You may not, and must not allow any third party to:

   a. use the Program(s) in connection with any high risk or strict liability activity (including, without limitation, police operations, power plant operation, military operations and rescue operations or the like);
   b. use the Program(s) other than in accordance with this Agreement and in compliance with all applicable laws and regulations (including but not limited to any privacy laws, and laws and regulations concerning intellectual property, consumer and child protection, obscenity or defamation);
   c. use Licensor's resources or Program(s) with the effect of competing with Licensor's products and services;
   d. use the Program(s) in any manner that (1) is harmful, fraudulent, deceptive, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, or libelous (including without limitation, accessing any computer, computer system, network, software, or data without authorization, breaching the security of another user or system, and/or attempting to circumvent any User authentication or security process), (2) impersonates any person or entity, including without limitation any employee or representative of Licensor, or (3) contains a virus, trojan horse, worm, time bomb, unsolicited bulk, commercial, or "spam" message, or other harmful computer code, file, or program (including without limitation, encryption circumvention programs).

5. **Authorized Number of Users**. The maximum number of End-Users who may use the Program(s), either as concurrent End-Users or as per seat End-Users depending on the applicable type of license, is specified in the Subscription Form.

6. **Term of License**. Unless otherwise specified in the Subscription Form, the Term of your license for the Program is one (1) year.

7. **Delivery and Installation**. You are responsible for obtaining computers and operating systems compatible with the Program(s), as shown in the technical specifications for each Program in the Subscription Form. Installation shall be complete when a copy of the Program has been installed on your computer system at the initial installation site and the executability of the Program on such computer system has in Licensor's

judgment been sufficiently demonstrated. Completion of installation shall constitute your acceptance of the license for the Program, but shall not affect any warranties still in effect under Section 14. Licensor will not be responsible for delays caused by events or circumstances beyond its reasonable control.

8. **Fees and Payments**.
   a. Licensor Fees. The license fee for your license of the Program(s) is specified in the Subscription Form (the "License Fees"). License Fees will be invoiced to you in advance at the beginning of the month for which the License Fees accrue. You shall pay applicable taxes (if any) imposed by any taxing authority with respect to the License Fees, excluding any tax on Licensor's net income.

   b. Third-Party Costs. Unless otherwise specified in the Subscription Form, License Fees do not include travel and living expenses for implementation meetings, installation and training, file conversion costs or other third party costs. You agree to pay such pre-approved costs, when and as the pre-approved expenses incurred, as invoiced by Licensor. Licensor reserves the right to require prepayment or advance deposit for pre-approved expenses in some instances.

   c. Late Charges. All payments are due upon receipt of invoice. For any fee or cost that is not paid within thirty (30) days of date of invoice, Licensor may, at its option, charge interest at a rate of one and one-half percent (1 1/2%) per month or, if less, the highest rate allowed by applicable law) from the date such fee or charge first became due. Licensee shall pay Licensor's reasonable costs of collection, including reasonable attorneys' fees, incurred by Licensor in collecting any charges payable to it by Licensor.

9. **Maintenance and Consulting**. In the event that you request consulting services that are beyond the scope of this Agreement and or the respective Subscription Form, Licensor may provide such services or recommend appropriate outside consultants. In all cases, fees for such services to be provided by Licensor will be charged at Licensor's standard rates and you will be responsible to pay such fees, plus any necessary travel and living expenses if services are provided more than thirty (30) miles from the nearest service location. Licensor reserves the right to require prepayment or advance deposit for pre-approved services in some instances

10. **Customer Responsibilities**. You are responsible for the following actions:

   a. Determining whether the Program(s) will achieve the results you desire;
   b. Procuring, installing, and operating the servers, computers and operating systems to run the Program(s) as specified in the Subscription Form;
   c. Providing a proper environment and proper utilities for the computers on which the Program(s) operate, including an uninterrupted power supply;
   d. Selecting and training your personnel so they can operate computers and so they are familiar with the accounts and records that serve as input and output for the Program(s); and
   e. Establishing adequate operational backup provisions in the event of a defect or malfunction that renders the Program(s) or the computer systems on which they run nonoperational.

   Licensor reserves the right to charge additional service fees if the Licensee seeks assistance with respect to such basic information or any other matters not directly relating to the operation of the Program(s). Licensor does not hold itself out as a professional expert and adviser regarding your computer or information needs. Licensor is not responsible for obsolescence of the Program(s) that may result from changes in your requirements.

11. **Proprietary Protection**. Licensor shall have sole and exclusive ownership of all right, title, and interest in and to the Program(s), all copies thereof, and all modifications, updates, upgrades and enhancements made or to be made by Licensor thereto (including ownership of all copyrights and other intellectual property rights pertaining thereto), subject only to the right and license expressly granted to you herein. This Agreement does not provide you with title or ownership of the Program(s), but only a right of limited use.

12. **Data**. You acknowledge that data conversion is subject to the likelihood of human and machine errors, omissions, delays and losses, including inadvertent loss of data or damage to media, that may give rise to loss or damage. Licensor shall not be liable for any such errors, omissions, delays, or losses, unless caused by its gross negligence or willful misconduct. You are responsible for adopting reasonable measures to limit the impact of such problems, including backing up data, and adopting procedures to ensure the accuracy of input data; examining and confirming results prior, to use; and adopting procedures to identify and correct errors and omissions, replace lost or damaged media, and reconstruct data. You are also responsible for complying with all local, state, and federal laws pertaining to the use and disclosure of any data.

13. **Confidentiality of Source Code.** You agree to maintain in confidence the Source Code version of the Program(s) by using at least the same physical and other security measures as you use for your own confidential technical information and documentation. You further agree not to disclose the Source Code version of the Program(s), or any aspect thereof, to anyone other than employees or contractors who have a need to know or obtain access to such information in order to support your authorized use of the Program(s) and are bound to protect such information against any other use or disclosure.

14. **Limited Warranty**.

    a. Licensor warrants, for your benefit alone, that the Program(s) conforms in all material respects to the feature specifications for the current version of the Program(s) available commercially to the general public. This warranty is expressly conditioned on your observance of the operating, security, and data-control procedures set forth in the documentation included with the Program(s).

    b. Licensor is not responsible for obsolescence of the Program(s) that may result from changes in your requirements. The foregoing warranty shall apply only to the most current version of the Program(s) issued by Licensor from time to time. Licensor assumes no responsibility for the use of superseded, outdated, or uncorrected versions of the Program(s).

    c. Licensor does not warrant that the Program(s) will be error-free in all circumstances. In the event of any defect or error covered by such warranty, you agree to provide Licensor with sufficient detail to allow Licensor to reproduce the defect or errors. As your exclusive remedy for any material defect in the Program(s) for which Licensor is responsible, Licensor shall attempt through reasonable effort to correct or cure any reproducible defect by issuing corrected instructions, a restriction, or a bypass. Licensor shall not be obligated to correct, cure, or otherwise remedy any nonconformity or defect in the Program(s) if you have made any changes whatsoever to the Program(s), if the Program(s) has been misused or damaged in any respect, or if you have not reported to Licensor the existence and nature of such nonconformity or defect promptly upon discovery thereof.

    d. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 14, LICENSOR SHALL HAVE NO LIABILITY FOR THE PROGRAM(S) OR ANY SERVICES PROVIDED, INCLUDING ANY LIABILITY FOR NEGLIGENCE. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 14, LICENSOR DISCLAIMS ALL PROMISES, REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE PROGRAM AND/OR THE SERVICES, INCLUDING THEIR CONDITION, THEIR CONFORMITY TO ANY REPRESENTATION OR DESCRIPTION, OR THE EXISTENCE OF ANY LATENT OR PATENT DEFECTS. LICENSOR MAKES AND YOU RECEIVE NO WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR IN ANY OTHER PROVISION OF THIS AGREEMENT OR ANY OTHER COMMUNICATION; AND LICENSOR SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

15. **Limitation of Liability.** The cumulative liability of Licensor to you for all claims relating to the Program(s) and any services rendered hereunder, in contract, tort, or otherwise, shall not exceed the total amount of all fees paid to Licensor for the relevant Program(s) or services within the prior year. Except for the confidentiality obligation provided in Section 13 and the indemnification provided in Section 16, in no event shall either party be liable to the other for any consequential, indirect, special, or incidental damages, even if such party has *been* advised of the possibility of such potential loss or damage. The foregoing limitation of liability and exclusion of certain damages shall apply regardless of the success or effectiveness of other remedies.

16. **Customer Representations and Warranties; Indemnification**.

    a. Customer represents, warrants and covenants that:

        i. Customer has full power and all necessary rights to enter into this Agreement; and

        ii. Customer will not use or distribute the Program(s) in any other manner except pursuant to the terms of this Agreement.

    b. Indemnification. Customer agrees to indemnify and hold harmless Licensor any and all claims, losses, obligations, damages, liabilities, costs, debt and expenses (including reasonable attorneys' fees) arising out of: (A) Customer's breach or alleged breach of this Agreement; (B) Customer's use or misuse of the Program(s); (C) the acts or omissions of the End-Users.

17. **Default**. Should you fail to pay any fees or charges due hereunder or fail to carry out any other obligation under this Agreement or any other agreement with Licensor, Licensor may, at its option, in addition to other available remedies, terminate this Agreement or disable the Program(s), provide, that it first gives you three (3) days' prior notice in order to permit you to cure your default. Should you breach any of Sections 2, 3 or 4, Licensor may, at its option, in addition to other available remedies, terminate this Agreement or disable the Program(s) immediately with notice.

18. **Termination.** Upon termination of this Agreement as a result of your default, or upon expiration of the Term of your license unless renewed (but, in such case, only as to the Program(s) whose licenses have expired), your license will terminate, and you are required to return or destroy, as requested by Licensor, all copies of the Program(s) in your possession (whether modified or unmodified), and all other materials pertaining to the Program(s), including all copies thereof. You agree to certify your compliance with such requirement upon Licensor's request.

19. **Publicity.** Notwithstanding anything to the contrary as stated in this Agreement or any other agreement entered into by Licensor and Licensee, Licensor shall have the right to publicly list Licensee as a customer of Licensor (which includes

the right to use Licensee's logo) and publish case studies and blog posts describing Licensee's usage of the Program(s), provided that no confidential information of Licensee is used.

20. **Miscellaneous.**

   a. **Notices.** Notices may be provided either by electronic or physical mail. The person(s) identified on the first page of this Agreement will receive notices on behalf of their respective company. Each party may change the persons to whom notices will be sent by giving notice to the other. All such notices or communications shall be conclusively deemed to be delivered (i) if sent by hand delivery (upon receipt) or by email (upon confirmed transmission), (ii) if sent by overnight courier, one business day after being sent by overnight courier, or (iii) if sent by registered or certified mail, postage prepaid, return receipt requested, on the third day after the day on which such notice or correspondence is mailed.

   b. **Survival.** Sections 1, 3, 4, 8, 11 through 13, 14d, 15 through 20 will survive the expiration or termination of this Agreement or a Schedule.

   c. **Jurisdiction and governing law.** The laws of the State of New York govern this Agreement. The parties consent to exclusive jurisdiction and venue in the federal and state courts in New York County, New York.

   d. **Remedies.** Each party acknowledges that violation of Sections 2 through 6, 11 or 13 will cause irreparable harm to the other not adequately compensable by monetary damages. In addition to other relief, the non-breaching party shall be entitled to seek injunctive relief without the necessity of proving damages and posting a bond even if otherwise normally required, and the non-breaching party shall be entitled to reimbursement of all costs and expenses incurred in connection therewith

   e. **Export Control Laws.** Any information subject to this Agreement, including products, software, or information incorporating such information, may be subject to U.S. and/or international export control regulations. Licensee agrees to comply with all such laws and regulations, including restrictions on exporting to prohibited countries, entities, or persons, or for any use prohibited by the laws or regulations of the United States. Licensee represents that it is not a prohibited party as defined under these laws and regulations.

   f. **Assignment.** Neither party will assign any of its rights or obligations under this Agreement without the prior written consent of the other party; provided that no such consent shall be required in order for Licensor to assign this Agreement pursuant to an assignment to a successor entity of which the holders of voting securities of such party outstanding immediately prior to such transaction are the holders of voting securities representing at least a majority of the votes entitled to be cast by all of such party's voting securities outstanding immediately after such transaction. This Agreement will be binding upon and inure to the benefit of the parties, their respective representatives, and permitted successors and assigns.

   g. **Modifications and Waivers.** This Agreement may not be modified except by a writing signed by authorized representatives of both parties. A waiver by either party of its rights hereunder shall not be binding unless contained in a writing signed by an authorized representative of the party waiving its rights. The nonenforcement or waiver of any provision on one (1) occasion shall not constitute a waiver of such provision on any other occasions unless expressly so agreed in writing. It is agreed that no use of trade or other regular practice or method of dealing between the parties hereto shall be used to modify, interpret, supplement, or alter in any manner the terms of this Agreement.

   h. **Severability.** If any court of competent jurisdiction determines that any provision of this Agreement is illegal, invalid or unenforceable, the remaining provisions will remain in full force and effect.

   i. **Entire agreement.** This Agreement (including any Subscription Forms) is the entire agreement between the parties regarding its subject matter. It replaces all prior agreements, communications and representations between the parties regarding its subject matter.

   j. **Counterparts**. This Agreement may be signed by the parties jointly on a single copy or in any number of identical copies, each signed copy shall be deemed an original, and all copies shall jointly constitute one and the same agreement. The parties agree that scanned images of signatures are the same as original signatures and that digital images of the executed Agreement shall be as valid as an original. The parties expressly waive any right to object to the validity, effectiveness or enforceability of any electronically signed agreement on the ground that any law or rule of evidence requires written signed agreements.

   k. **Relationship of parties**. The parties are independent contractors and have no authority to act on behalf of or bind the other. This Agreement does not create an employment, agency or partnership relationship or grant a franchise.