SOFTWARE END USER LICENCE, MAINTENACE AND SUPPORT AGREEMENT

FOR

INFORMATIX, INC.

This End User License Agreement, including the Order Form, which is by this reference incorporated herein (this "Agreement"), is a binding agreement between **Informatix, Inc.** ("Licensor") and the entity identified on the Order Form as the Licensee of the Software ("Licensee").

LICENSOR PROVIDES THE SOFTWARE SOLELY ON THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT AND ON THE CONDITION THAT LICENSEE ACCEPTS AND COMPLIES WITH THIS AGREEMENT, APPENDIX A TO THIS AGREEMENT AND APPENDIX B TO THIS AGREEMENT. BY SIGNING THIS AGREEMENT IN ADDITION TO APPENDIX A TO THIS AGREEMENT AND APPENDIX B TO THIS AGREEMENT, LICENSEE (A) ACCEPTS THIS AGREEMENT AND AGREES THAT LICENSEE IS LEGALLY BOUND BY ITS TERMS; AND (B) REPRESENT AND WARRANT THAT: (I) LICENSEE HAS THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF LICENSEE AND BIND LICENSEE TO ITS TERMS. IF LICENSEE DOES NOT AGREE TO THE TERMS OF THIS AGREEMENT, LICENSOR WILL NOT LICENSE THE SOFTWARE TO LICENSEE AND LICENSEE MUST NOT USE THE SOFTWARE OR AFFILIATED DOCUMENTATION.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT OR LICENSEE'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, THIS LICENSE IS GRANTED (WHETHER EXPRESSLY, BY IMPLICATION, OR OTHERWISE) UNDER THIS AGREEMENT, AND THIS AGREEMENT EXPRESSLY EXCLUDES ANY RIGHT, CONCERNING ANY SOFTWARE THAT LICENSEE DID NOT ACQUIRE LAWFULLY OR THAT IS NOT A LEGITIMATE, AUTHORIZED COPY OF LICENSOR'S SOFTWARE.

1. **DEFINITIONS.** For purposes of this Agreement, the following terms have the following meanings:
    a. **"Authorized Users"** means the Persons authorized to use the Software pursuant to the license granted under this Agreement, as set forth in the Order Form.
    b. **"Documentation"** means user manuals, technical manuals, and any other technical materials provided by Licensor, in printed, electronic, or other form, that describe the installation, operation, use, or technical specifications of the Software.
    c. **"Intellectual Property Rights"** means any and all registered and unregistered rights, granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.
    d. **"Licensee"** has the meaning set forth in the preamble and includes any Authorized Users to the Software.

e. **"License Fees"** means the license fees, including all taxes thereon, paid or required to be paid, by Licensee for the license maintenance and support, granted under this Agreement.

f. **"Licensor"** has the meaning set forth in the preamble.

g. **"Order Form"** means the order form filled out and submitted by or on behalf of Licensee, and accepted by Licensor, for Licensee's purchase of the license for the Software granted under this Agreement.

h. **"Person"** means an individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association, or other entity.

i. **"Software"** means the software, maintenance and support programs for which Licensee is purchasing a license, as expressly set forth in the Order Form.

j. **"Term"** has the meaning set forth in Section 11.

k. **"Third Party"** means any Person other than Licensee or Licensor.

2. **LICENSE GRANT AND SCOPE.** Subject to and conditioned upon Licensee's strict compliance with all terms and conditions set forth in this Agreement and payment of applicable License Fees, Licensor hereby grants to Licensee a non-exclusive, non-transferrable, non-sublicensable right to access and use the Software, solely for use by Authorized Users in accordance with the terms and conditions of this Agreement. Such use is limited to Licensee's internal use. Except as provided below, this Agreement does not grant Licensee any rights to patents, copyrights, trade secrets, trademarks, or any other rights in the Software and Documentation. Licensee agrees that it has no right, power, or authority to make any modifications to or unauthorized copies of the Software and Documentation.

3. **USE RESTRICTIONS.** Licensee shall not, and shall require its Authorized Users not to, directly or indirectly:

   a. use (including make any copies of) the Software Documentation beyond the scope of the license granted under Section 2;

   b. provide any other Person, including any subcontractor, independent contractor, affiliate, or service provider of Licensee, with access to or use of the Software or Documentation;

   c. modify, translate, adapt, or otherwise create derivate works or improvements, whether or not patentable, of the Software or Documentation or any part thereof or assist someone in performing such prohibited acts;

   d. combine the Software or any part thereof with, or incorporate the Software or any part thereof in, any other programs;

   e. reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Software or any part thereof;

   f. remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual proprietary rights notices provided on or with the Software or Documentation, including any copy thereof;

g. rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the software, or any features or functionality of the Software to any Third Party for any reason, whether or not over a network or on a hosted basis, including in connection with the internet or any web hosting, wide area network (WAN), virtual private network (VPN), virtualization, time sharing, service bureau, software as a service, cloud, or other technology or service;

h. use the Software or Documentation in violation of any law, regulation, or rule, or

i. use the Software or Documentation for purposes of competitive analysis of the Software, the development of a competing software product or service, or any other purpose that is to the Licensor's commercial disadvantage.

4. **RESPONSIBILITY FOR USE OF SOFTWARE.** Licensee is responsible and liable for all uses of the Software and Documentation through access thereto provided by Licensee, directly or indirectly. Specifically, and without limiting the generality of the foregoing, Licensee is responsible and liable for all actions and failures to take required actions with respect to the Software and Documentation by its Authorized Users or by any other Person to whom Licensee or an Authorized User may provide access to or use of the Software and/or Documentation, whether such access or use is permitted by or in violation of this Agreement.

5. **COMPLIANCE MEASURES.**
   a. The Software may contain technological copy protection or other security features designed to prevent unauthorized use of the Software, including features to protect against any use of the Software that is prohibited under Section 3. Licensee shall not, and shall not attempt to, remove, disable, circumvent, or otherwise create or implement any workaround to, any such copy protection or security features.

   b. Upon Licensor's written request, Licensee shall conduct a review of its and its Authorized Users use of the Software and certify to Licensor in a written instrument signed by a Person with authority to execute agreements on behalf of Licensee that it is in full compliance with this Agreement or, if Licensee discovers any noncompliance:
      i. Licensee shall immediately remedy such noncompliance and provide Licensor with written notice thereof. Licensee shall provide Licensor with all access and assistance as Licensor requests to further evaluate and remedy such noncompliance.

   c. During the Term, Licensor may, in Licensor's sole discretion, audit Licensee's use of the Software to ensure Licensee's compliance with this Agreement provided that (i)any such audit shall be conducted on not less than thirty (30) days' prior notice to Licensee, and (ii) no more than one (1) may be conducted in any twelve (12) month period except for good cause shown. The Licensee shall reasonably cooperate with Licensor's personnel conducting such audits and prove all access

requested by the Licensor to records, systems, equipment, information, and personnel, including machine IDs, serial numbers, and related information. Licensor shall only examine information directly related to the Licensee's use of the Software. Licensor may conduct audits only during Licensee's normal business hours and in a manner that does not unreasonably interfere with the Licensee's business operations.

d. If any of the measures taken or implemented under this Section 5 determines that the Licensee's use of the software exceeds or exceeded the use permitted by this Agreement, then:

    i. Licensee shall, within thirty (30) days following the date of such determination made by Licensor in writing to Licensee, pay to Licensor the retroactive License Fees for such excess use and, unless Licensor terminates this Agreement pursuant to Section 6.1(d)(ii), obtain and pay for a valid license to bring Licensee's use into compliance with this agreement. In determining the Licensee Fee payable pursuant to the foregoing: (i) unless the Licensee can demonstrate otherwise by documentary evidence, all excess use of the Software shall be deemed to have commenced on the commencement date of this Agreement or, if later, the completion date of any audit previously conducted by Licensor hereunder, and continued uninterrupted thereafter, and (ii) the rates for such licenses shall be determined without regard to any discount to which Licensee may have been entitled had such use been properly licensed prior to its commencement (or deemed commencement).

    ii. If the use exceeds or exceeded the use permitted by this Agreement, Licensor shall also have the right to terminate this Agreement and the license granted hereunder, effective immediately upon written notice to Licensee.

Licensor's remedies set forth in this Section 5(d) are cumulative and are in addition to, and not in lieu of, all other remedies the Licensor may have at law or in equity, whether under this Agreement or otherwise.

6. **MAINTENANCE AND SUPPORT.** Subject to Section 5(c), the license granted hereunder entitles Licensee to the basic software maintenance and support services described Appendix B – Service Level and Support Services Agreement, website address provided by Carahsoft: https://share.informatixinc.com/share/s/nb7of1DtSEy76F14G6nrTg

a. for the duration of the license set forth on the Order Form (Appendix A); and

b. thereafter, solely if Licensee extends or renews their license and agrees to the terms set forth in Appendix B – Service Level and Support Services Agreement. Such maintenance and support services shall be provided on the terms and conditions set forth in Appendix B.

7. **COLLECTION AND USE OF INFORMATION.**
   a. Licensee acknowledges that Licensor may, directly or indirectly through the services of Third Parties, collect and store information regarding use of the Software and about equipment on which the Software is installed or through which it otherwise is accessed and used through:
      i. The provision of maintenance and support services as described in Section 6; and
      ii. security measures included in the Software as described in Section 5.
   b. Licensee agrees that the Licensor may use such information for any purpose related to any use of the Software by Licensee or on Licensee's equipment, including but not limited to:
      i. Improving the performance of the Software or developing updates; and
      ii. Verifying Licensee's compliance with the terms of this Agreement and enforcing the Licensor's rights, including all Intellectual Property Rights in and to the Software.
8. **INTELLECTUAL PROPERTY RIGHTS.** Licensee acknowledges and agrees that the Software and Documentation are provided under license, and not sold, to Licensee. Licensee does not acquire any ownership interest in the Software or Documentation under this Agreement, or any other rights thereto, other than to use the same in accordance with the license granted and subject to all terms, conditions, and restrictions under this Agreement. Licensor and its licensors service providers reserve and shall retain its entire right, title, and interest in and to the Software and all Intellectual Property Rights arising out of or relating to the Software, except as expressly granted to the Licensee in this Agreement. Licensee shall commercial and industry standards to safeguard all Software from infringement, misappropriation, theft, misuse, or unauthorized access. Licensee shall promptly notify Licensor if Licensee becomes aware of any infringement of Licensor's Intellectual Property Rights in the Software and fully cooperate with Licensor in any action taken by Licensor to enforce its Intellectual Property Rights.
9. **TITLE.** Licensee agrees that Licensor owns and holds title to the Software and any Documentation and all subsequent copies thereof regardless of the form or media. Furthermore, title, ownership rights, and intellectual property rights in the Software and any Documentation shall remain with the Licensor. The Software and any Documentation are protected by copyright and other intellectual property laws and by international treaties. Licensor retains all rights not expressly granted to Licensee in this Agreement.
10. **PAYMENT.** In exchange for the License granted above, Licensee shall pay Carahsoft subject to any agreements between Licensee and Carahsoft for the Term hereof.
11. **TERM AND TERMINATION.**
    a. This Agreement and the license granted hereunder shall remain in effect for the term set forth in the Order Form or unless otherwise terminated as set forth herein (the **"Term"**).

b. Licensor may terminate this Agreement, effective upon written notice to Licensee, if Licensee breaches this Agreement and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty-one (31) days after Licensor provides written notice thereof.

c. Licensor may terminate this Agreement, effective immediately, if Licensee files, or has filed against it, a petition for voluntary or involuntary bankruptcy or pursuant to any insolvency law, makes or seeks to make a general assignment for the benefit of its creditors or applies for, or consents to, the appointment of a trustee, receiver, or custodian, or a substantial part of its property.

d. Upon expiration or earlier termination of this Agreement, the license granted hereunder shall also terminate, and Licensee shall cease using and destroy all copies of the Software Documentation. No expiration or termination shall affect Licensee's obligation to pay all Licensee Fees that may have become due before such expiration or termination, or entitle Licensee to any refund.

12. **SURVIVAL.** The following obligations of the parties will survive termination or expiration of this Agreement for any reason: Sections 2, 4, 8, and 9.

13. **LIMITED WARRANTIES, EXCLUSIVE REMEDY, AND DISCLAIMER/WARRANTY DISCLAIMER.** THE SOFTWARE AND DOCUMENTATION ARE PROVIDED TO LICENSEE "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APLICABLE LAW, LICENSOR, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND ITS AND THEIR RESPECTIVE LICENSORS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE SOFTWARE AND DOCUMENTATION, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPSOSE, TITLE, AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, THE LICENSOR PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE LICENSED SOFTWARE WILL MEET THE LICENSEE'S REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE, OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS, OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELABILITY STANDARDS OR BE ERROR FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

14. **LIMITATION OF LIABILITY.** TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW:

a. IN NO EVENT WILL LICENSOR OR ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIC LICENSORS OR SERVICE PROVIDORS, BE LIABLE TO LICENSEE OR ANY THIRD PARTY FOR ANY USE, UNTERRUPTION, DELAY, OR INABILITY TO USE SOFTWARE; LOST REVENUES OR PROFITS; DELAYS, INTERRUPTION, OR LOSS OF SERVICES, BUSINESS, OR GOODWILL; LOSS OR CORRUPTION OF DATA; LOSS RESULTING FROM SYSTEM OR SYSTEM SERVICE FAULRUE, MALFUNCTION, OR

SHUTDOWN; FAILURE TO ACCURATELY TRANSFER, READ, OR TRANSMIT INFORMATION; FAILURE TO UPDATE OR PROVIDE CORRECT INFORMATION; SYSTEM INCOMPATIBILITY OR PROVISION OF INCORRECT COMPITABILITY INFORMATION; OR BREACHES IN SYSTEM SECURITY; OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNATIVE DAMAGES, WHETHER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT THE LICENSOR WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

b. IN NO EVENT WILL LICENSOR'S AND ITS AFFILIATES', INCLUDING ANY OF THEIR RESPECTIVE LICENSORS' AND SERVICE PROVIDERS', COLLECTIVE AGGREGATE LIABILITY UNDER OR IN CONNECTION WITH THIS AGRREMENT OR ITS SUBJECT MATTER, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, EXCEED THE TOTAL AMOUNT PAID TO THE LICENSOR PURSUANT TO THIS AGREEMENT FOR THE SOFTWARE THAT IS THE SUBJECT OF THE CLAIM.

c. THE LIMITATIONS SET FORTH IN SECTION 13(a) AND SECTION 13(b) SHALL APPLY EVEN IF THE LICENSEE'S REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE.

15. **INDEMNIFICATION.** Licensee agrees to defend, indemnify, and hold harmless Licensor, its suppliers and its resellers from and against liabilities, costs, damages and expenses (including settlement costs and reasonable attorneys' fees arising from any claims from any Person that result from or relate to Licensee's use, reproduction or distribution of the Software, or Licensee's breach of any representation, warranty or obligation under this Agreement.

16. **INJUNCTIVE RELIEF.** If Licensee breaches Section 3 of this Agreement, Licensor will be entitled, in addition to any other rights available under this Agreement or at law or in equity, to apply for immediate injunctive relief without any requirement to post a bond or other security and Licensee acknowledges and agrees to not contest such application.

17. **EXPORT REGULATION.** The Software and Documentation may be subject to US export control laws, including the Export Control Reform Act and its associated regulations. The Licensee shall not, directly or indirectly, export, re-export, or release the Software or Documentation to, or make the Software or Documentation accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. The Licensee shall comply with all applicable federal laws, regulations, rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Software or Documentation available outside the US.

18. **MISCELLANEOUS.**

a. **CHOICE OF LAW AND VENUE.** All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule.

b. **FORCE MAJEURE.** Licensor will not be responsible or liable to Licensee, or deemed in default or breach hereunder by reason of any failure or delay in the performance of its obligations hereunder where such failure or delay is due to strikes, labor disputes, civil disturbances, riot rebellion, invasion, epidemic, hostilities, war, terrorist attack, embargo, natural disaster, acts of God, flood, fire, sabotage, fluctuations or non-availability of electrical power, heat, light, air conditioning, or Licensee equipment, loss and destruction of property, or any other circumstances or cases beyond Licensor's reasonable control.

c. **NOTICE.** All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given: (i) when received by the addressee if sent by a nationally recognized carrier, (ii) on the date sent by facsimile (with confirmation of transmission) or email if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient, (iii) or on the third day after the date mailed, by certified or registered mail. Such communications must be sent to the respective parties at the addresses set forth on the Order Form.

d. **ENTIRE AGREEMENT.** This Agreement, together with the Order Form, and all other documents that are incorporated by reference herein, constitutes the sole and entire agreement between Licensee and Licensor with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such matter.

e. **ASSIGNMENT.** Licensee shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement, in each case whether voluntarily, involuntarily, by operation of law, or otherwise, without Licensor's prior written consent, which consent Licensor may give or withhold in its sole discretion. No delegation or other transfer will relieve Licensee of any of its obligations or performance under this Agreement. Any purported assignment, delegation, or transfer in violation of this Section 15(e) is void. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns.

f. **BINDING EFFECT AND THIRD- PARTY BENEFICIARY.** This agreement is the sole benefit of the parties hereto and their respective permitted successors and assigns and nothing herein, express or implied, is intended to or shall confer on any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

g. **AMENDMENTS.** This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, or power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other further exercise thereof or the exercise of any other right, remedy, power, or privilege.

h. **SEVERABILITY.** If any provision or portion thereof of this Agreement or its application in a particular circumstance is held to be invalid or unenforceable to any extent in any jurisdiction, such provision or portion thereof will, as to such jurisdiction only, be ineffective to the extent of such unenforceability, all other provisions and portions thereof of this Agreement will not be affected thereby and will be valid and enforced to the fullest extent permitted by law.

i. For purposes of this Agreement, (a) the words "include," "includes," and "including" shall be deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Agreement as a whole. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Order Form and all other Appendices, Annexes, Schedules, and Exhibits referred to herein shall be construed with, as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

The remainder of the page was left intentionally blank.

Signature page to follow.

Licensor: Informatix, Inc.

_____
Signature

_____
Printed Name

_____
Title

_____
Date

Licensee:

_____
Signature

_____
Printed Name

_____
Title

_____
Date