END USER LICENSE AGREEMENT

This **End User License Agreement** (the "*Agreement*") is made as of _____, 20__ ("*Effective Date*") by and between Karsun Solutions, LLC, a Virginia limited liability company ("*Licensor*") and _____ ("*Licensee*") (each a "*Party*", together, the "*Parties*").

1. DEFINITIONS. Certain capitalized terms used in this Agreement shall have the meanings set forth or cross-referenced below.

1.1 "*Authorized Systems*" shall mean computer systems owned, operated or under the supervision and control of Licensee.

1.2 "*Confidential Information*" shall mean all written or oral information, disclosed by either Party to the other, related to the operations of either Party or a third party that has been identified as confidential or that by the nature of the information or the circumstances surrounding disclosure ought reasonably to be treated as confidential. Without limiting the generality of the foregoing, the Licensor Software and Documentation shall be considered Licensor's Confidential Information.

1.3 "*Licensor Software*" shall mean the machine-readable, executable version of Licensor's proprietary SaaS and/or application software, specifically identified on the Licensee's purchase order (or other similar document or instrument) with Licensor (the "*Order*").

1.4 "*Documentation*" shall mean Licensor's standard Licensee manuals and/or related documentation, including training materials, generally made available to Licensees of the Licensor Software.

2. LICENSE OF SOFTWARE.

2.1 Limited License. Subject to the Terms and Conditions of this Agreement, Licensor hereby grants to Licensee a non-exclusive, non-transferable, non-sublicensable, revocable right, during the Term: **(a)** (i) in the instance of Licensor Software that is not SaaS, to install and operate the Licensor Software on one (1) or more Authorized Systems; and (ii) in the instance of Licensor Software that is SaaS, to access the Licensor Software via the Licensor portal, *both* solely in accordance with the Documentation provided by Licensor, solely for use by Authorized Licensees, and solely for Licensee's internal business purposes; and **(b)** to make copies of the Documentation provided by Licensor, solely for use by Authorized Licensees in connection with the exercise of rights granted in Section 2.1(a) (collectively, the "*Limited License Rights*").

2.2 Licensee Users. For purposes of this Agreement, the term "*Licensee Users*" shall mean any individual employee, contractor, subcontractor, agent, representative, customer, or other person (or any employee or other representative or agent of any such party) accessing or using the Licensor Software on behalf and/or for the benefit of Licensee. Licensee acknowledges and agrees that it shall be responsible for, and shall (subject to the terms of the Anti-Deficiency Act, as applicable) indemnify and hold harmless Licensor (and its officers, managers, member, employees, agents, representatives, and licensors) from any liability resulting from or relating in any way to, any and all acts and/or omissions of Licensee Users, and any act or omission by a Licensee User which, if undertaken by Licensee, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Licensee. Licensee shall make all Licensee Users aware in writing of the provisions of this Agreement as applicable to such Licensee User's use of the Licensor Software, and shall cause Licensee Users to comply with such provisions.

2.3 Ownership of Licensor Software. Subject to the limited license rights granted in Section 2.1, Licensor (or its licensors) retains all right, title, and interest of any kind in and to the Licensor Software, the Documentation, and any and all associated intellectual property rights thereto and inherent therein, and Licensee acknowledges that it neither owns nor acquires any rights in any of the foregoing not expressly granted by this Agreement, including but not limited to any derivatives, modifications, upgrades, improvements, or enhancements of any kind of or to the Licensor Software hereunder. Licensee further acknowledges that Licensor retains the right to use the Licensor Software for any purpose whatsoever in Licensor's sole discretion, and Licensor reserves all rights not expressly granted in this Agreement.

2.4 General License Restrictions.

(a) Licensee will not use the Licensor Software or Documentation for any purposes beyond the scope of the Limited License.

(b) Without limiting the generality of the foregoing, Licensee will not: (i) authorize or permit use of the Licensor Software or Documentation by persons other than Authorized Licensees; (ii) market or distribute the Licensor Software or Documentation; (iii) assign, sublicense, sell, lease, or otherwise transfer or convey, or pledge as security or otherwise encumber, Licensee's rights under the Limited License Rights; (iv) use the Licensor Software in any time-sharing or service bureau arrangement, including, without limitation, any use to provide services or process data for the benefit of, or on behalf of, any third party; (v) modify the Licensor Software or Documentation, except with the prior written consent of Licensor; (vi) combine or integrate the Licensor Software with hardware, software or technology not provided to Licensee by Licensor hereunder, provided that use of the standard application programming interface of the Licensor Software, as contemplated in the Documentation, will not be considered to violate the foregoing; (vii) decompile, disassemble, reverse engineer, or otherwise attempt to obtain or perceive the source code from which any component of the Licensor Software is compiled or interpreted, and Licensee hereby acknowledges that nothing in this Agreement shall be construed to grant Licensee any right to obtain or use such source code; or (viii) make copies of the Licensor Software or Documentation other than a reasonable number of Documentation copies solely for archival purposes.

(c) Licensee shall undertake all measures necessary to ensure that its use of the Licensor Software and the Documentation complies in all respects with any contractual or other legally binding obligations of Licensor to any third party, provided that, Licensor has notified Licensee with respect to any such obligations. Licensee shall not enter into any legally binding obligation with any third party which shall have the purpose or effect of encumbering the use by Licensor of the Licensor Software or the Documentation.

(d) Licensee shall undertake all measures necessary to ensure that its use of the Licensor Software and the Documentation complies in all respects with all applicable laws, statutes, regulations, ordinances, and/or other rules promulgated by governing authorities having jurisdiction over the Parties, the Licensor Software, and/or the Documentation, including, without limitation, by means of obtaining any permits, usages, and/or approvals required with respect to export regulations promulgated by the Bureau of Industry and Security or any other agency or department of the federal government of the United States of America. Licensee acknowledges that Licensor makes no representation or warranty that the Licensor Software may be exported without appropriate usages or permits under applicable law, or that any such usage or permit has been, will be or can be obtained.

(e) Licensee shall ensure that all proprietary notices and legends of Licensor and its suppliers or other licensors is maintained on any and all copies of the Licensor Software and Documentation. Licensee shall not remove, alter, or obscure any such proprietary notice or legend.

(f) The Licensor Software may include certain open source components that are subject to open source licenses ("*Open Source Software*"), in which case, the embedded Open Source Software is owned by a third party. The Open Source Software is not subject to the terms and conditions of this Agreement. Instead, each item of Open Source Software is licensed under applicable license terms which accompanies such Open Source Software. Nothing in this Agreement limits your rights under, nor grants you rights that supersede, the terms and conditions of any applicable license terms for the Open Source Software. Any Fees payable hereunder or in connection herewith, do not apply to Open Source Software.

2.5 Compliance Records. Licensee shall create and maintain complete and accurate records of all of its copies of the Licensor Software and/or Documentation. Licensee shall promptly provide a copy of such records upon request by Licensor.

2.6 Maintenance. Licensor shall provide to Licensee, without additional charge hereunder, software maintenance in the form of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the version of the Licensor Software licensed hereunder during the Term ("*Maintenance*"). For the sake of clarity, the Parties hereby acknowledge and agree that Maintenance does not include: (i) the creation, design, implementation, or integration of any software or software package, including without limitation, the Licensor Software; or (ii) any new versions or material updates of or to the Licensor Software for which the Licensor ordinarily charges a separate fee.

3. FEES AND PAYMENTS.

3.1 License Fees. In consideration for the licenses granted to Licensee hereunder and the performance of Licensor's obligations hereunder, Licensee shall pay to Licensor, without offset or deduction, certain fees, in such amounts as set forth in the Order, which fees shall be due and payable in accordance with the terms of the Order.

3.2 Other Fees and Required Payments. In addition to the fees payable under Section 3.1, Licensee may be required to make certain additional payments under the terms of any addenda to this Agreement or the Order. Unless otherwise expressly provided in such addenda or the Order, such payments shall

be due within thirty (30) calendar days after an invoice is issued by Licensor with respect thereto.

3.3 Licensee Operating Expenses. Licensee shall bear all expenses incurred in performance of its obligations or exercise of its rights hereunder.

4. CONFIDENTIALITY RIGHTS AND OBLIGATIONS.

4.1 Ownership. The Parties acknowledge that during the performance of this Agreement, each Party will have access to certain of the other Party's Confidential Information or Confidential Information of third parties that the disclosing Party is required to maintain as confidential. Both Parties agree that all items of Confidential Information are proprietary to the disclosing Party or such third party, as applicable, and shall remain the sole property of the disclosing Party or such third party.

4.2 Mutual Confidentiality Obligations. Each Party agrees as follows: (i) to use the Confidential Information only for the purposes described herein; (ii) that such Party will not reproduce the Confidential Information and will hold in confidence and protect the Confidential Information from dissemination to, and use by, any third party; (iii) that neither Party will create any derivative work from Confidential Information disclosed to such Party by the other Party; (iv) to restrict access to the Confidential Information to such of its personnel, agents, and/or consultants, if any, who have a need to have access and who have been advised of and have agreed in writing to treat such information in accordance with the terms of this Agreement; and (v) to return or destroy all Confidential Information of the other Party in its possession upon termination or expiration of this Agreement; except as required by law, regulation or the Party's internal document retention procedures for legal, regulatory or compliance purposes (provided, however, that such retained confidential information will to be subject to the confidentiality provisions herein).

4.3 Confidentiality Exceptions. Notwithstanding the foregoing, the provisions of Sections 4.1 and 4.2 shall not apply to Confidential Information that (i) is publicly available or in the public domain at the time disclosed other than by breach of this Agreement; (ii) is or becomes publicly available or enters the public domain through no fault of the recipient; (iii) is rightfully received by the recipient from persons not bound by confidentiality obligations with respect thereto; (iv) is already in the recipient's possession free of any confidentiality obligations with respect thereto prior to its first receipt from the disclosing Party under this Agreement; (v) is independently developed by the recipient without access to the Confidential Information of the disclosing Party; or (vi) is approved for release or disclosure by the disclosing Party without restriction. Additionally, notwithstanding the foregoing, neither this Agreement nor the contract price list, as applicable shall be considered Confidential Information.

4.4 Disclosure. Licensor will not access, use, or disclose Licensee Confidential Information, except as necessary to maintain the Computer Software in accordance with the Documentation. If Licensor or Licensor's hosting provider receives a request, subpoena, or court order for Licensee Confidential Information, Licensor will provide Licensee with reasonable notice of such request. Licensor's hosting provider personnel will not retrieve or read any Licensee Confidential Information in human readable form. Furthermore: (1) Licensee Confidential Information will be encrypted when stored with a hosting provider; (2) The hosting provider will not have a key to unencrypt the Licensee Confidential Information; and (3) Licensor will not provide hosting provider a key to unencrypt the Licensee Confidential Information without Licensee authorization.

5. WARRANTIES; DISCLAIMERS.

5.1 Representations and Warranties. Each Party hereby represents and warrants (i) that it is duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation; and (ii) that this Agreement, when executed and delivered, will constitute a valid and binding obligation of such Party and will be enforceable against such Party in accordance with its terms. To the extent applicable, in accordance with FAR 12.404(b)(2), Licensor hereby warrants that for a period of sixty days following the effectiveness of this Agreement, Licensor shall repair or replace any defect in the Licensor Software discovered by Licensee, provided Licensee provides written notice of such defect to Licensor prior to the end of such sixty-day period.

5.2 Disclaimer. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LICENSOR DISCLAIMS ANY AND ALL OTHER PROMISES, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DATA ACCURACY, SYSTEM INTEGRATION, AND/OR NON-INFRINGEMENT, AND THE LICENSOR SOFTWARE, DOCUMENTATION AND ANY OTHER INFORMATION OR MATERIALS OTHERWISE PROVIDED IS PROVIDED "AS IS" WITH NO OTHER WARRANTY PROVIDED. NO WARRANTY IS MADE BY LICENSOR ON THE BASIS OF TRADE USAGE, COURSE OF DEALING OR COURSE OF TRADE. LICENSOR DOES NOT WARRANT THAT THE LICENSOR SOFTWARE WILL MEET LICENSEE'S REQUIREMENTS OR THAT THE OPERATION OF THE LICENSOR SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL ERRORS WILL BE CORRECTED. LICENSEE ACKNOWLEDGES THAT LICENSOR'S OBLIGATIONS UNDER THIS AGREEMENT ARE FOR THE BENEFIT OF LICENSEE ONLY. ANY THIRD PARTY TECHNOLOGY ACCESSED, USED, DOWNLOADED, OR OTHERWISE OBTAINED IN CONNECTION WITH LICENSEE'S USE OF LICENSOR SOFTWARE IS USED AT LICENSE'S OWN DISCRETION AND RISK, AND LICENSEE WILL BE SOLELY RESPONSIBLE FOR AND HEREBY WAIVES ANY AND ALL CLAIMS AND CAUSES OF ACTION WITH RESPECT TO ANY DAMAGE TO LICENSEE'S COMPUTER SYSTEMS, INTERNET ACCESS, DOWNLOAD OR DISPLAY DEVICE, LOSS OF DATA, OR OTHER LOSSES OR HARM OF ANY KIND THAT RESULTS FROM THE ACCESS, USE, DOWNLOAD, OR OBTAINING OF ANY SUCH THIRD PARTY TECHNOLOGY. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, THE LICENSOR MAKES NO WARRANTIES OR REPRESENTATIONS CONCERNING THE COMPATIBILITY OF LICENSOR SOFTWARE OR EQUIPMENT OR ANY RESULTS TO BE ACHIEVED THEREFROM.

5.3 Exclusions of Remedies; Limitation of Liability. IN NO EVENT SHALL LICENSOR BE LIABLE TO LICENSEE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, ANY FAILURE OF DELIVERY, BUSINESS INTERRUPTION, OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE, EVEN IF LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION UPON DAMAGES AND CLAIMS IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE. THE CUMULATIVE LIABILITY OF LICENSOR TO LICENSEE FOR ALL CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE SHALL NOT EXCEED THE TOTAL AMOUNT OF ALL FEES THEN-PAID TO LICENSOR BY LICENSEE UNDER SECTION 3.1 DURING THE TWELVE (12)-MONTH PERIOD IMMEDIATELY PRIOR TO THE EVENT, ACT, OR OMISSION GIVING RISE TO SUCH LIABILITY. THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

5.4 Essential Basis. The Parties acknowledge and agree that the disclaimers, exclusions, and limitations of liability set forth in this Section 5 form an essential basis of this Agreement, and that, absent any of such disclaimers, exclusions, or limitations of liability, the terms of this Agreement, including, without limitation, the economic terms, would be substantially different.

6. INDEMNIFICATION.

6.1 Indemnification of Licensee. Licensor agrees to indemnify, defend and hold harmless Licensee from and against any and all losses, liabilities, costs (including reasonable attorneys' fees) or damages resulting from any claim by any third party that the Licensor Software infringes or misappropriates, as applicable, such third party's U.S. patent rights issued as of the Effective Date, or such third party's copyrights or trade secret rights under applicable laws of any jurisdiction within the United States of America, provided that, notwithstanding the foregoing, Licensor shall have no obligation to indemnify Licensee hereunder if the alleged infringement arises, in whole or in part, due to modification of the Licensor Software by Licensee, on Licensee's behalf, or upon Licensee's request or direction, or if such alleged infringement arises, in whole or in part, due to combination or integration of the Licensor Software with hardware, software and/or technology not supplied and approved by Licensor hereunder, if such infringement would have been avoided by use of the Licensor Software absent such combination or integration. If any claim for which indemnity is or may be sought hereunder is made or appears reasonably likely, Licensee agrees (i) promptly to notify Licensor in writing; and (ii) to permit Licensor, at Licensor's sole discretion, to enable Licensee to continue to use the Licensor Software, or to modify or replace any such infringing material to make it non-infringing, provided that, if Licensor determines that none of the foregoing alternatives is reasonably available, Licensee shall, upon written request from Licensor, cease use of, and, if applicable, return, such materials as are the subject of the relevant infringement claim.

7. TERM AND TERMINATION.

7.1 Term. The term of this Agreement shall commence on the Effective Date and shall terminate upon the earlier of (a) the date set forth in the Order, , or (b) the date of an event under Section 7.2 (the "*Term*").

7.2 Termination for Breach. Subject to the remaining provisions of this Section 7.2, either Party may, at its option, terminate this Agreement in the event of a material breach by the other Party. Such termination may be effected only through a written notice to the breaching Party, specifically identifying the breach or breaches on which such notice of termination is based. The breaching Party will have a right to cure such breach or breaches within thirty (30) days of receipt of such notice, and this Agreement shall terminate in the event that such cure does not bring the breaching Party into compliance with its obligations hereunder within such thirty (30)-day period. Licensor may immediately terminate this Agreement upon written notice in the event that Licensee becomes insolvent or enters bankruptcy prior to payment of all amounts due under Section 3.1. Notwithstanding the foregoing provisions of this Section 7.2, if the Licensee is an instrumentality of the U.S. Government, then if the Licensor believes the Licensee is in breach of this Agreement, the Licensor must pursue its rights under the Contracts Disputes Act or other applicable Federal statue while continuing performance hereunder.

7.3 Effect of Termination. Upon any termination of this Agreement, and to the extent not superseded by the Federal Records Act, Licensee shall (and shall cause all Licensee Users, as applicable, to) (i) immediately discontinue all use of the Licensor Software and Documentation, as well as any use of Licensor's Confidential Information; (ii) delete any Licensor Confidential Information from Licensee's computer storage or any other media, including, but not limited to, online and off-line libraries; (iii) return to Licensor or, at Licensor's option, destroy, all copies of Licensor's Confidential Information then in Licensee's possession; and (iv) promptly pay to Licensor all amounts due and remaining payable hereunder. Upon any termination of this Agreement, Licensor shall (and shall cause all Licensee Users, as applicable, to) destroy all Licensee's Confidential Information, including back-up tapes, after Licensor has returned all Licensee's Confidential Information.

7.4 Survival. The provisions of Sections 1, 2.3, 2.4, 4, 5, 7.3, 7.4, and 8 will survive the termination of this Agreement.

8. GENERAL PROVISIONS.

8.1 Entire Agreement. This Agreement, the Order, and any prime government contract under which this Agreement was issued or is related to (the "*Prime Contract*"), sets forth the entire agreement and understanding between the Parties with respect to the subject matter hereof and, except as specifically provided herein, supersedes and merges all prior oral and written agreements, discussions and understandings between the Parties with respect to the subject matter hereof. To the extent there exists any conflict between the terms and conditions of any of the Prime Contract, this Agreement and or the Order, such conflicts shall be resolved in the following order of precedence: (i) this Agreement; (ii) the Order; and (iii) the Prime Contract.

8.2 Independent Contractors. In performing this Agreement, Licensee and Licensor act and shall act at all times as independent contractors, and, except as expressly set forth herein, nothing contained in this Agreement shall be construed or implied to create an agency, partnership, or employer and employee relationship between them. Except as expressly set forth herein, at no time shall either Party make commitments or incur any charges or expenses for, or in the name of, the other Party.

8.3 Notices. All notices required by or relating to this Agreement shall be in writing and shall be sent by means of electronic mail, certified mail, postage prepaid, or delivered by nationally recognized courier to the Parties to the Agreement addressed to such address as that Party may have given by written notice in accordance with this provision. If mailed, any such notice will be considered to have been given five (5) business days after it was mailed, as evidenced by the postmark. If delivered by nationally recognized courier, any such notice will be considered to have been given upon confirmation of receipt by the receiving Party. If delivered by email, any such notice will be considered to have been given when the email has been successfully delivered to the intended recipient's inbox.

8.4 Amendments. This Agreement may not be amended or modified except in a writing duly executed by the Parties.

8.5 Assignment; Delegation. Except with respect to assignment by Licensee to a bank, trust company, or other financing institution of any payment due to Licensee hereunder, neither Party shall assign any of its rights or delegate any of its duties hereunder without the prior written consent of the other Party, and, absent such consent, any attempted assignment or delegation shall be null, void and of no effect.

8.6 No Third Party Beneficiaries. The Parties acknowledge that the covenants set forth in this Agreement are intended solely for the benefit of the Parties, their successors and permitted assigns. Nothing herein, whether express or implied, shall confer upon any person or entity, other than the Parties, their successors and permitted assigns, any legal or equitable right whatsoever to enforce any provision of this Agreement.

8.7 Severability. If any provision of this Agreement is invalid or unenforceable for any reason in any jurisdiction, such provision shall be construed to have been adjusted to the minimum extent necessary to cure such invalidity or unenforceability. The invalidity or unenforceability of one or more of the provisions contained in this Agreement shall not have the effect of rendering any such provision invalid or unenforceable in any other case, circumstance or jurisdiction, or of rendering any other provisions of this Agreement invalid or unenforceable whatsoever.

8.8 Waiver. No waiver under this Agreement shall be valid or binding unless set forth in writing and duly executed by the Party against whom enforcement of such waiver is sought. Any such waiver shall constitute a waiver only with respect to the specific matter described therein and shall in no way impair the rights of the Party granting such waiver in any other respect or at any other time. Any delay or forbearance by either Party in exercising any right hereunder shall not be deemed a waiver of that right.

8.9 U.S. Government Licensees. Each of the components that constitute the Licensor Software and Documentation is a "commercial item" as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government Licensees acquire the Licensor Software with only those rights set forth herein.

8.10 Counterparts. This Agreement may be executed in counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one Agreement.

8.11 Headings. The headings in this Agreement are inserted merely for the purpose of convenience and shall not affect the meaning or interpretation of this Agreement

8.12 Governing Law. This Agreement shall be governed by the laws of the United States of America.

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Intending to be bound by the terms and conditions of this End User License Agreement, the Parties have executed, or caused to be executed, this End User License Agreement as of the Effective Date.

Licensor: **Licensee:**

Karsun Solutions, LLC   _____

By: _____   By: _____
Name: _____   Name: _____
Title: _____   Title: _____