

**ATTACHMENT A
CONTRACTOR SUPPLEMENTAL PRICELIST INFORMATION AND TERMS**

SILVER PEAK SYSTEMS, INC.

SILVER PEAK SYSTEMS, INC. LICENSE, WARRANTY AND SUPPORT TERMS

1. Definitions.

- a.** "Appliance Product" means the hardware product that accompanies these terms and conditions.
- b.** "Documentation" means any user instructions, manuals or other materials, and on-line help files regarding the use of the Products that are generally provided by Contractor through Silver Peak Systems, Inc. ("Silver Peak") in connection with the Products.
- c.** "Product(s)" means collectively, the Appliance Product and the Software.
- d.** "Software" means Silver Peak's commercially released machine-executable object code version of software, either for execution on the Appliance Product or as a standalone product, and any updates, upgrades, or new releases of such software that are made available by Silver Peak from time to time.

2. Software. Subject to the terms and conditions of this Attachment A, Contractor grants to Ordering Activity a personal, nonexclusive, non-sublicenseable and non-transferable license to (a) use the Software, either as installed on the Appliance Product or, if distributed separately as a standalone product, then as distributed, solely in binary form for Ordering Activity's own internal needs; and (b) use the Documentation in connection with the permitted use of the Software. All right, title and interest in and to the Software (including all modifications) and Documentation, and all intellectual property rights therein, will remain the sole property of Contractor or its Licensor, subject to the express licenses granted to Ordering Activity under this Section. Contractor or its Licensor shall own any and all rights, title and interest in and to any feedback, suggestions, information or materials conveyed to Contractor in connection with this Attachment A ("Feedback"). Ordering Activity will not itself, or through any parent, subsidiary, affiliate, agent or other third party: (a) sell, lease, license or sublicense the Software or the Documentation; (b) decompile, disassemble or reverse engineer the Software, in whole or in part, or otherwise attempt to derive source code, the underlying algorithms, ideas, structures or techniques from the Software (except that this limitation will not apply to the extent that such activities may not be prohibited under applicable law); (c) allow access to the Software by any entity or individual other than Ordering Activity's employees or authorized contractors; (d) write or develop any derivative software or any other software program based upon the Software or any Confidential Information; (e) use the Software to provide processing services to third parties, or otherwise use the Software on a 'service bureau' or hosted basis; (f) redistribute, provide, disclose, divulge or make available to, or permit use of the Software by any third party without Contractor's prior written consent; or (g) copy the Software.

3. Sale Conveys No License. The Products are offered for sale and are sold by Contractor subject in every case to the condition that such sale does not convey any license, expressly or by implication, estoppel or otherwise, under any patent claim with respect to which Contractor can grant licenses covering complete equipment, or any assembly, circuit combination, method or process in which any such Products are used as components. Contractor expressly reserves all its rights under such patent claims.

4. Limited Warranty.

- a.** Contractor warrants that the Appliance Products sold will be free from defects in materials and workmanship and substantially perform to Contractor's applicable published specifications for a period of one (1) year from purchase by Ordering Activity.
- b.** Appliance Products or parts which have been subject to abuse, misuse, accident, alteration, neglect, unauthorized repair or installation are not covered by warranty. Contractor will make the final determination as to the existence and cause of any alleged defect.
- c.** Contractor will provide access to all minor and maintenance releases of Software for a period of ninety (90) days from purchase by Ordering Activity.
- d.** This warranty is the only warranty made by Contractor with respect to the Products delivered hereunder.
- e.** The liability of Contractor hereunder shall be limited to replacing or repairing, at its option, (or, at Contractor's option, refunding the purchase price of such units) or with respect to the Software, repair or replacement is limited to providing minor and maintenance releases of the Software that Contractor generally makes available from time to

time. In no case are Products to be returned without first obtaining permission and a customer return order number from Contractor.

- f. **The foregoing exclusion/limitation of liability shall not apply to (1) personal injury or death resulting from Silver Peak's negligence; (2) for fraud; or (3) for any other matter for which liability cannot be excluded by law.**

EXCEPT AS PROVIDED ABOVE, CONTRACTOR MAKES NO, AND HEREBY DISCLAIMS ALL OTHER, WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

5. WARRANTY DISCLAIMER. EXCEPT AS SET FORTH ABOVE, CONTRACTOR AND ITS LICENSORS AND SUPPLIERS MAKE NO WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY REGARDING OR RELATING TO THE SOFTWARE OR THE DOCUMENTATION, OR ANY MATERIALS OR SERVICES FURNISHED OR PROVIDED TO ORDERING ACTIVITY UNDER THIS ATTACHMENT A. CONTRACTOR AND ITS LICENSORS AND SUPPLIERS SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND NO FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SOFTWARE, DOCUMENTATION AND SAID OTHER MATERIALS AND SERVICES, AND WITH RESPECT TO THE USE OF ANY OF THE FOREGOING.

Exhibit A - SILVER PEAK EDGECONNECT

1. Definitions.

1.1 "Documentation" means any user instructions, manuals or other materials, and on-line help files regarding the use of the Software that are generally provided by Contractor through Silver Peak Systems, Inc. (Silver Peak) in connection with the Software.

1.2 "Orchestrator" means Silver Peak's software which provides a user interface for Ordering Activity's management of its Software licenses and configuration of its installed instances of the Software. For the purposes of this Agreement, Orchestrator is part of the Software.

1.3 "Support" means Silver Peak's maintenance and support of the Software as described in Silver Peak's then-current product specifications applicable to the Software.

1.4 "Update" means a commercially available release of the Software identified by a change to the version number to the right of the first decimal point (e.g., a change from x.1 to x.2), including any error corrections, patches and bug fixes. For the purposes of this Agreement, each Update is part of the Software.

1.5 "Upgrade" means a commercially available release of the Software identified by a change to the version number to the left of the first decimal point (e.g., a change from 8.x to 9.x). For the purposes of this Agreement, each Upgrade is part of the Software.

2. Software.

2.1 In order to activate, configure and use the Software, Ordering Activity must first install Orchestrator in Ordering Activity's computing environment and Contractor must create an account for Ordering Activity (an "Account") which Ordering Activity may access through Orchestrator. Ordering Activity is responsible for maintaining the confidentiality of its Account credentials. Ordering Activity is responsible for all access, activities and charges associated with Ordering Activity's Account, whether or not authorized by

Ordering Activity, except for unauthorized access, activities and charges that can reasonably be determined to be the result of Contractor's mistake, omission or negligence in providing sufficient safeguards against unauthorized third party access to Ordering Activity's Account. Ordering Activity must promptly notify Company of any unauthorized use of Customer's Account.

2.2 Ordering Activity is responsible for obtaining and maintaining any equipment and ancillary services required for Ordering Activity to connect via the internet to Contractor through Orchestrator and to connect Ordering Activity's installed instances of the Software via the internet to Orchestrator, including, without limitation, modems, hardware, server, software, operating system, networking, web servers, long distance and local telephone service and internet connectivity.

2.3 Subject to the terms and conditions of this Agreement, Contractor grants to Ordering Activity a personal, non-exclusive, non-sublicenseable and non-transferable license for the Term to (a) use the Software solely in binary form for Ordering Activity's own internal needs; and (b) use the Documentation in connection with the permitted use of the Software.

2.4 All right, title and interest in and to the Software (including all modifications) and Documentation, and all intellectual property rights therein, will remain the sole property of Contractor, subject to the express licenses granted to Ordering Activity under this Section. The Software is licensed hereby, not sold.

2.5 Ordering Activity will not itself, or through any parent, subsidiary, affiliate, agent or other third party: (a) sell, lease, license or sublicense the Software or the Documentation; (b) decompile, disassemble or reverse engineer the Software, in whole or in part, or otherwise attempt to derive source code, the underlying algorithms, ideas, structures or techniques from the Software (except that this limitation will not apply to the extent that such activities may not be prohibited under applicable law); (c) allow access to the Software by any entity or individual other than Ordering Activity's employees or authorized contractors; (d) write or develop any derivative software or any other software program based upon the Software or any Confidential Information; (e) use the Software to provide processing services to third parties, or otherwise use the Software on a 'service bureau' or hosted basis; (f) redistribute, provide, disclose, divulge or make available to, or permit use of the Software by any third party without Contractor's prior written consent; or (g) copy the Software.

2.6 Contractor shall own any and all rights, title and interest in and to any feedback, suggestions, information or materials conveyed to Contractor in connection with this Agreement ("Feedback"). Ordering Activity hereby assigns to Contractor its entire right, title and interest in such Feedback. Ordering Activity agrees that it will execute any documents and take any additional actions Contractor deems necessary to evidence, record and perfect the foregoing assignment.

3. Maintenance and Support.

3.1 During the Term, Contractor will make Updates and Upgrades available for download. Ordering Activity is responsible for downloading and installing the Updates and Upgrades.

3.2 Contractor will provide Ordering Activity with Support for the then-current Upgrade version of the Software and the thenimmediately-preceding Upgrade version. By way of example only, if the current version of the Software is 8.4, Contractor will provide Ordering Activity with Support for all 8.x and 7.x versions.

4. Limited Warranty.

4.1 Contractor warrants that the Software will perform in substantial compliance with the then-current specifications for the Software published by Contractor. The liability of Contractor for any non-compliance with such warranty shall be limited making Updates and Upgrades available for download. EXCEPT AS PROVIDED ABOVE, CONTRACTOR MAKES NO, AND HEREBY DISCLAIMS ALL OTHER, WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

4.2 EXCEPT AS SET FORTH ABOVE, CONTRACTOR AND ITS LICENSORS AND SUPPLIERS MAKE NO WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY REGARDING OR RELATING TO THE SOFTWARE OR THE

DOCUMENTATION, OR ANY MATERIALS OR SERVICES FURNISHED OR PROVIDED TO ORDERING ACTIVITY UNDER THIS AGREEMENT. CONTRACTOR AND ITS LICENSORS AND SUPPLIERS SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND NO FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SOFTWARE, DOCUMENTATION AND SAID OTHER MATERIALS AND SERVICES, AND WITH RESPECT TO THE USE OF ANY OF THE FOREGOING.