

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

**SYFERLOCK TECHNOLOGY CORPORATION**

**SYFERLOCK TECHNOLOGY CORPORATION LICENSE, WARRANTY AND SUPPORT TERMS**

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**1. Definitions**

Defined terms are capitalized and have the meanings indicated in the Definitions section hereunder.

**2. Right to Use Software**

Contractor hereby grants to Ordering Activity a non-exclusive, royalty-free, non-assignable license to use the Software, subject to the terms and conditions set forth herein. Contractor hereby grants to Ordering Activity a non-exclusive, royalty-free, non-assignable license to use, subject to the terms and conditions set forth herein, Contractor's trademarks and trade names set forth ("Contractor Marks") solely for the purpose of using the Software in accordance with these terms. Ordering Activity agrees to use no other trademarks or trade names in connection with the Software, except for the use, in addition to the Contractor Marks, of its own trademark as approved in writing by Contractor. To the extent that Contractor will authorize any use of a composite trademark comprised out of Contractor Mark(s) and other trademarks or expressions, such composite trademark shall only be used for the purpose of using the Software in accordance with these terms and upon termination of the right to use the Software any use of such composite trademark shall immediately cease and be prohibited. Any use of Ordering Activity's trademarks with the Contractor Marks must maintain the distinctness of each trademark. Subject to the foregoing, The Contractor Marks are the only trademarks and trade names that Ordering Activity is authorized by Contractor to employ in connection with the Software and Ordering Activity agrees that it has no rights therein other than those specifically granted herein. All benefit and goodwill arising from Ordering Activity's use of the Contractor Marks shall inure to the benefit of Contractor. The license set forth in this Section 2 is not sub-licensable.

**3. Restrictions on Use of Software**

Ordering Activity's use of the Software is subject to the following restrictions. Except as expressly permitted in these terms, Ordering Activity shall not, and shall not permit others to, (a) use, modify, copy (except for one back-up copy containing Contractor's copyright notices and other Contractor Marks), or otherwise reproduce the Software in whole or in part; (b) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code form or structure of the Software; (c) distribute, sublicense, assign, share, timeshare, sell, rent, lease, grant a security interest in, use for Service Bureau purposes, or otherwise transfer the Software or Ordering Activity's right to use the Software; or (d) remove any copyright, trademark, proprietary rights, disclaimer, warning notice or other Contractor Marks included on or embedded in any part of the Software, (e) install, reconfigure or uninstall any Software on any CPU or Server other than by its IT personnel who have been pre-approved in writing by Contractor (such that no end-user of the Software installed on a mobile or stationary device used by such user, such as a PDA, lap top computer, tablet computer, Server or desktop computer, will be permitted or able to carry out such installation, reconfiguration or un-installation), (f) reserved or (g) distribute copies of the Software, or electronically transfer the Software from one CPU or Server to another or over a network. All rights not expressly granted to Ordering Activity are reserved by Contractor. There are no implied rights. Ordering Activity shall install the Software only on Enterprise Servers and/or CPUs, as the case may be, located in the country specified on the quote.

**4. Third Parties**

Ordering Activity's use and disclosure of the Software is restricted solely to its employees, agents, consultants and/or independent contractors (collectively referred to as "employees," hereinafter) who acknowledge the confidential nature of the Software and agents, consultants and independent contractors who agree in writing to be bound by the Confidentiality Provisions set forth herein. Ordering Activity agrees that it is fully responsible for the actions of each of its employees, professional advisors, agents and independent contractors with respect to the proper use and protection of the Software, whether or not such individual is or was acting within the scope of his or her employment or authority. The rights granted to Ordering Activity herein expressly exclude the right (i) to provide training to third parties in the use of the Software unless pre-approved in writing by Contractor, (ii) to enter into time-sharing arrangements for use of the Software with third parties, (iii) to rent the Software to third parties, or (iv) to distribute or sublicense the Software to third parties. Ordering Activity shall not use the Software in any manner other than as expressly provided for herein these terms.

**5. Terms of Agreement Termination**

The Order shall commence upon the Effective Date and, unless terminated in accordance with the FAR, the underlying GSA Schedule Contract, and/or any applicable GSA Customer Purchase Orders. and shall remain in effect for the term specified on the Order (either perpetual or yearly subscription, each as defined below).

- a) Yearly Subscription Term. If yearly subscription term is ordered, this License shall have an initial term of 12 (twelve) months.
- b) Perpetual Term. If perpetual term is ordered, the term of this License shall be perpetual with respect to the version of the Software licensed hereunder.

**6. Effect of Termination or Expiration**

- a) Each party shall immediately surrender all rights, licenses, and privileges granted under this Attachment A.
- b) Each party shall immediately cease using and return all property in its possession belonging to the other party, including without limitation all Software, Documentation, and tangible embodiments of Confidential Information.

**7. Reserved**

**8. Proprietary Rights**

As between SyferLock and Ordering Activity, SyferLock shall have sole and exclusive ownership of all right, title, and interest in and to the Software and Documentation, including all associated intellectual property rights therein and thereto and in and to any other deliverable made available by SyferLock to Ordering Activity in connection with these terms. Ordering Activity acknowledges that, as between SyferLock and Ordering Activity, the Software, including associated screen displays and menu features, the SyferLock Marks and Documentation constitutes the valuable trade secrets of SyferLock and are copyrighted works owned by SyferLock and protected by federal and international copyright laws. Ordering Activity shall not permit any personnel to remove any SyferLock Marks or any other proprietary or other legends or restrictive notices contained or included in any materials provided by SyferLock. In partial consideration of Contractor through SyferLock granting Ordering Activity the rights set forth herein, Ordering Activity agrees that all intellectual property rights and all other ownership in any ideas, feedbacks, modifications and enhancements.

**9. Software Maintenance and Support Services; Other Services**

Ordering Activity may purchase Maintenance and Support Services, and installation, training, and development and/or consulting services together with the license of any Software. Contractor through SyferLock shall provide the Standard Maintenance and Support Services described herein below during the Warranty Period at no charge and thereafter during each maintenance term for the fees set forth in the GSA Customer Purchase Order.. If selected by Ordering Activity, all such services will be provided by Contractor in accordance with the terms herein below (Software Maintenance and Support Services), and applicable Statement(s) of Work. Ordering Activity will be entitled to receive Updates only if Ordering Activity is a paid-up Maintenance and Support Services Ordering Activity at the time an Update is commercially released. Ordering Activity shall have the option to purchase Upgrades pursuant to the execution of a new GSA Customer Purchase Order.

**10. Reserved**

**11. Reserved**

**12. Limited Warranty**

- a) Contractor warrants that for a period of thirty (30) days following initial delivery of the Software to Ordering Activity ("Warranty Period"), Contractor will use commercially reasonable efforts to resolve programming errors in the Software or Documentation to make the Software function in material conformity with the Documentation, provided that Contractor receives a written claim from Ordering Activity under this limited warranty within the Warranty Period. This Warranty does not apply if Ordering Activity or any third party changes or modifies the Software without the authorization of Contractor. Contractor does not warrant that the Software will be error free or that all errors can be remedied. Contractor warrants that the services provided by Contractor in connection with these terms will be rendered by qualified personnel and consistent with commercial practices standard in the industry. The foregoing shall be Contractor's entire liability and Ordering Activity's remedy under this warranty.
- b) THE EXPRESS WARRANTIES GRANTED HERUNDER ARE THE ONLY WARRANTIES MADE BY CONTRACTOR WITH RESPECT TO THE SOFTWARE, DOCUMENTATION, ANY SERVICES PROVIDED HEREUNDER OR ANY DELIVERABLE MADE AVAILABLE HEREUNDER, EXPRESS OR IMPLIED, AND THEY ARE MADE IN LIEU OF ALL OTHER WARRANTIES OR REMEDIES. CONTRACTOR HEREBY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND WARRANTIES ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USE OF TRADE, AS TO ANY MATTER, INCLUDING BUT NOT LIMITED TO, FEATURES OR CAPABILITIES OF THE SOFTWARE, CONTRACTOR'S COMPUTERS AND SERVERS, INFORMATION, REPORTS OR OTHER MATTERS PRODUCED OR PROVIDED IN CONNECTION WITH THESE TERMS, EXCEPT AS REQUIRED BY FEDERAL LAW.. IN ADDITION TO AND WITHOUT LIMITATION OF THE FOREGOING, CONTRACTOR SPECIFICALLY DOES NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS REGARDING THE USE, OR THE RESULTS OF THE USE, OF ANY SOFTWARE OR FEATURE OR CAPABILITY OF THE SOFTWARE, IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, CURRENTNESS, SECURITY, OR OTHERWISE. CONTRACTOR EXPRESSLY DISCLAIMS ANY WARRANTY WITH RESPECT TO THE QUALITY OR CONTINUITY OF ORDERING ACTIVITY OR ANY THIRD-PARTY TELECOMMUNICATION OR INFORMATION SYSTEMS OR SERVICES, SERVER CONNECTION SPEEDS, OR THE FUNCTIONALITY, OPERABILITY, OR

RELIABILITY OF CONTRACTOR'S OR ANY THIRD PARTY'S DATA SECURITY FEATURES OR SYSTEMS. THIS DISCLAIMER OF WARRANTY CONSTITUTES AN ESSENTIAL PART OF THESE TERMS.

13. Reserved

14. Reserved

15. Miscellaneous

a) Reserved

b) Export Control

Ordering Activity acknowledges that the export of any Software is or may be subject to export or import control and Ordering Activity agrees that any Software or the direct or indirect product thereof will not be exported (or re-exported from a country of installation) directly or indirectly, unless Ordering Activity obtains all necessary licenses from the U.S. Department of Commerce or other agency as required by law.

c) U.S. Government Restricted Rights

Use, duplication, or disclosure of the Software by the U.S. government is subject to the restrictions set forth in subparagraph (C)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013, and subparagraphs (C)(1) and (2) of the Commercial Computer Software-Restricted Rights at 48 CFR 52.227-19, as applicable.

d) License subject to Licensor's Rights

Ordering Activity acknowledges that portions of the Software may have been licensed to Contractor by one or more third parties. All rights and obligations provided by Contractor to Ordering Activity hereunder shall be limited to the extent that such underlying rights and obligations have been provided to Contractor.

e) Reserved

f) Reserved

g) Reserved

h) Reserved

i) Reserved

j) Reserved

k) Reserved

l) Reserved

m) Reserved

n) Reserved

o) Reserved

p) Reserved

DEFINITIONS

**"Agreement"** means this License Agreement.

**"Confidential Information"** means non-public information or materials (including all deliverables made available hereunder) that, if disclosed in written form, is labeled "confidential" or, if disclosed orally, is identified as confidential and submitted to the other party within thirty (30) days in a writing labeled "confidential " or by a similar legend, provided, however, that the following types of information are always to be considered Confidential Information, regardless of compliance with the foregoing marking requirements, regardless of format, written or oral): the Documentation, the Software, , information relating to the Company's products and the marketing thereof, product development plans and general business strategies, forecasts, research activities, pricing models, training materials, training tools, personnel information, Ordering Activity data, trade secrets, techniques, know-how, formulas, processes, product ideas, inventions, improvements, copyrightable or patentable materials, schematics, and other technical, business and financial information relating to Company and the Software.

**"Cover Page"** means the first two pages of this Agreement.

**"CPU"** means the single processing system consisting of either a single or multiple processor unit and its associated RAM memory and disk storage units, regardless of platform or operating environment, on which Ordering Activity will load, execute, and use the Software. For all purposes hereof, each virtual machine functioning as a single CPU that can be identified by an IP address shall also be considered a CPU, shall be priced as a single CPU and shall be listed in ordering documents as a single CPU.

**"Documentation"** means end user materials, including manuals and training materials, in any form or medium, provided by Contractor for use with the Software.

**“Effective Date”** means the effective date indicated on the quote.

**“Maintenance and Support Services”** means the services provided to Ordering Activity by Contractor in accordance with the terms set forth herein.

**“Response (Time)”** means contact to Ordering Activity via phone or an electronic means.

**“Resolution (Time)”** means a corrective measure(s) to address an Error.

**“Server” or “Enterprise Server”** means a central a computing system which hosts one or more of the applications listed on the Cover Page and is accessed by one or more named users.

**“Service Bureau”** means a person or entity that uses the Software to deliver services or the functionality of the Software to a third party where such person or entity receives directly or indirectly in return anything of value.

**“Severity Level”** means a reported anomaly or error isolated to software, and as defined and set for the in section G-8 of herein.

**“Severity Level 1 (SL1)”** means an error isolated to software that renders product inoperative or causes the product to fail catastrophically, major system impact or system down (e.g. users cannot logon to their system).

**“Severity Level 2 (SL2)”** means an error isolated to software which causes one of the GridCore servers to fail. The user can still logon onto their system due to the failover process.

**“Severity Level 3 (SL3)”** means an error isolated to software that substantially degrades the performance of the product or materially restricts business with no work around, moderate system impact, system hanging.

**“Severity Level 4 (SL4)”** means a reported anomaly in the licensed product which does not substantially restrict the use of one or more features of the licensed product to perform necessary business functions. Additionally, an error isolated to software which materially restricts business which has a work around.

**“Severity Level 5 (SL5)”** means an enhancement request.

**“Software”** means one or more of the commercially available software products, available from Contractor, as specified on the Cover Page.

**“Update” or “Upgrade”** means an improved and enhanced version of the Software released by Contractor subsequent to the version licensed by Ordering Activity hereunder that Contractor may make available to licensees of the Software for an additional fee.

**“Version”** means any update, version, release, revision, patch, bug fix or modified form of the Software that Contractor, in its sole discretion, elects to make available at no additional charge to licensees of the Software that have purchased Maintenance and Support Services.

**“Warranty Period”** has the meaning set forth in Section 12(a).

#### **STANDARD SOFTWARE MAINTENANCE AND SUPPORT SERVICES**

##### **E-1) Maintenance and Support Services**

Contractor through SyferLock will provide Ordering Activity with the Software Maintenance and Support Services set forth in the table below for the most current release of the Software and the most current previous release of the Software. The Maintenance and Support Services shall apply only to the Software licensed by Ordering Activity as specified on the Cover Page; Contractor is not responsible for the configuration, maintenance or correction of third-party software, hardware or communications facilities. Contractor shall not be obligated to provide Maintenance and Support Services if such services are required as a result of (a) Ordering Activity's neglect or misuse of the Software, (b) modification of the Software by a person or entity other than Contractor without the prior written consent of Contractor, or (c) any other cause beyond the reasonable control of Contractor. Contractor shall not be obligated to respond to requests for support from any person or entity other than a representative of Ordering Activity's IT department that have been pre-approved in writing by Contractor. Contractor shall have no liability to any third party with respect to the Maintenance and Support Services.

##### **E-2) Versions**

Upon commercial release of a new Version, Contractor through SyferLock shall provide such Version to paid-up Maintenance and Support Services Ordering Activities.

**E-3) Error Correction**

Ordering Activity may call to report an "Error" in the Software (i.e., a failure of the Software to function in material conformity with the Documentation) that requires at least Second Tier (as defined below) support services during the hours specified in the table below and shall provide Contractor through SyferLock all information necessary for diagnosis of the Error. Contractor will use commercially reasonable efforts to contact Ordering Activity with respect to such reported Error within one (1) business day following the business day upon which it was submitted. Contractor shall make commercially reasonable efforts to either: provide a software solution or workaround; provide an avoidance procedure; address the request in the next revision/iteration; or discuss with Ordering Activity possible custom professional services to resolve Ordering Activity's request. The foregoing support services during the hours specified in the table below are unlimited in any given month.

**E-4) Term**

E-5) The initial term of Maintenance and Support Services shall be one year (the "Term") commencing on the expiration of the Warranty Period if Ordering Activity has elected a perpetual term on the Cover Page, and commencing on the Effective Date if Ordering Activity has elected a Yearly Subscription term on the Cover Page. In the event that Ordering Activity elects to reinstate Maintenance and Support Services following termination of such services by Ordering Activity, execution of a new

GSA                      Customer                      Purchase                      Order                      will                      be                      required.

**E-6) Contractor Personnel**

In the performance of the Maintenance and Support Services, Contractor through SyferLock reserves the right to determine the assignment of Contractor personnel, to replace or reassign such personnel and to subcontract with qualified third persons for part or all of the services. No person performing services on behalf of Contractor hereunder shall be restricted or prevented from performing services for others that are similar to the services provided hereunder.

**E-7) On-Site Visits**

For purposes of performing the Maintenance and Support Services, Ordering Activity shall permit authorized Contractor through SyferLock service engineers to inspect periodically during normal business hours Ordering Activity's computer systems operating the Software (it is agreed that such inspection shall be done, to the extent commercially reasonable, concurrently with on-site visits initiated following a reported Error (or other service request) by Ordering Activity). If Contractor is unable by remote telephone or on-line support to address an Error, then Contractor, at its sole discretion, may dispatch a software engineer to Ordering Activity's site to address the Error. The travel and other reasonably-incurred expenses of such on-site assistance (excluding the personnel cost) shall be borne by Ordering Activity and shall be billed to Ordering Activity in accordance with the Federal Joint Travel Regulations. Dispatch shall be within two (2) business days after Contractor has determined at its sole discretion that telephone or on-line assistance is not sufficient.

<b>Deliverable</b>	<b>Support</b>
Support Provided	Second Tier*, On-Line and Phone Support during Support Hours
Support Hours	Monday – Friday 9 A.M. to 5 P.M. Eastern time Excluding National Holidays. Contractor will reply to Ordering Activity's call or email/on-line Error report within the time frames set forth in Section E-3 above.
Staff	Access to technical support staff
Diagnostics & Resolution	Services shall include making commercially reasonable efforts for the purposes of (i) diagnosis of the Error and (ii) a resolution of the Error. Diagnostics & Resolution shall be conducted via remote assistance where possible.

\* Second Tier Support shall mean support requests that have been reviewed and assessed by one or more members of the Ordering Activity IT staff identified pre-approved for such purpose in writing by Contractor. It is agreed and clarified that First Tier Support (defined as support request originating from end users) shall be rendered by Ordering Activity personnel trained for such purpose and that no First Tier Support shall be rendered by Contractor.