ATTACHMENT A CONTRACTOR SUPPLEMENTAL PRICELIST INFORMATION AND TERMS

SPECTORSOFT

SPECTORSOFT LICENSE, WARRANTY AND SUPPORT TERMS

Details of the software licensed and Maintenance (defined below) should be provided on an order. Usage rights and other terms are defined in Exhibit A – Product Guides. The software, updates, documentation, and license serial number (Software) provided under an order, are licensed and are not sold.

- **1. TRIAL LICENSE.** If the Software is provided without the payment of a license fee, then it is provided under a trial license. SpectorSoft grants Ordering Activity a non-exclusive term license to operate the Software for the sole purposes of deciding whether it wants to purchase a license. The Software is provided AS IS, with no warranty during this time period.
- **2. LICENSE GRANT.** Subject to the other terms of this agreement, SpectorSoft grants Ordering Activity, under an order, a non-exclusive and non-transferable perpetual license up to the license capacity purchased to: operate the Software in its business operations and make one copy of the Software for archival and backup purposes.
- 3. RESTRICTIONS AND OWNERSHIP. Ordering Activity cannot:
 - Sublicense, rent or lease the Software or use it as a service provider or as part of a service;
 - Reverse engineer (except to the extent expressly permitted by applicable law despite this limitation), decompile, or disassemble the Software: or
 - Copy any features, functions or graphics of the Software to develop a competitive product.
 - Utilize the software for the purposes of competitive analysis or for any other purpose outside of Ordering Activitys normal business operations.

Ordering Activity is entitled only to those rights as are expressly granted by this agreement. SpectorSoft retains all ownership and intellectual property rights in and to the Software.

- 4. RESERVED.
- 5. RESERVED.
- **6. WARRANTY DISCLAIMER.** THE SOFTWARE IS PROVIDED 'AS IS.' SPECTORSOFT DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY THAT SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE, AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 7. RESERVED.
- 8. RESERVED.
- **9. ANNUAL MAINTENANCE.** If Ordering Activity purchases the Software technical support and update service for a fee (Maintenance), then the following will apply. Details on the Maintenance programs are located http://www.spectorsoft.com/support/ FOR INFORMATIONAL PURPOSES ONLY.
- 10. RESERVED.
- 11. U.S. GOVERNMENT RESTRICTED RIGHTS. The Software is provided with RESTRICTED RIGHTS. Use, duplication, or disclosure by the U.S. government or any agency thereof is subject to restrictions as set forth in subparagraph (c)(l)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software Restricted Rights at 48 C.F.R. 52.227-19, as applicable. manufacturer is: SpectorSoft Corporation, 1555 Indian River Blvd., Building B-210, Vero Beach, FL 32960.
- 12. RESERVED.
- 13. EXPORT LAWS. Ordering Activity agrees not to import, export, re-export, or transfer, directly or indirectly, any part of the Software or any underlying information or technology except in full compliance with all United States, foreign and other applicable laws and regulations.
- 14. RESERVED.

Exhibit A - Product Guide

This Product Guide states the usage rights and other terms associated with each SpectorSoft product that Ordering Activity has purchased (the "Product Terms").

Here is how you find the Product Terms for Ordering Activity's products:

- 1. Determine the License Duration. It can be found in the Description field on the Quote, Order Form, or other Agreement. For Online Purchases, the license type is found in the Product Name. The License Duration will either be:
 - Perpetual
 - o Term
 - Subscription

For more information about License Duration, see the License Duration table below.

 Determine the License Category. It can be found in the Description field on the Quote, Order Form, or other Agreement.
 For Online Purchases, the license type is found in the Product Name. An example is Spector360 Per Monitored End
 Point. The License Category is Monitored End Point.

For more information about License Category, see the License Category table below.

License Duration Table	
License Duration	Description
Perpetual	The license will never expire. The Product can be upgraded to the latest version within the active maintenance period.
Term	The license is granted for a fixed period of time and may not be moved from computer to computer except in cases where a currently licensed computer or device is taken out of service. When the license expires at the end of the time period, recording will cease unless a new license is applied.
Subscription	The license is granted for a fixed period of time. When the license expires at the end of the time period, the product will cease to operate, and access to data or reporting will no longer be available.
<u>License Category Table</u>	
License Category	Description
Monitored End Point	Each computer or device to be monitored. These licenses may not be moved from computer to computer except in cases where a currently licensed computer or device is taken out of service.

License Category Table

License Category	Description
Session Host	Each server or machine hosting thin client computing sessions and/or virtual desktops (for example, by using Citrix, Microsoft, VMware or similar visualization software products or service) to be monitored. These licenses may not be moved from Session Host to Session Host, except in cases where the initially licensed Session Host is taken out of service.
Node	Each unique IP address and/or hostname that is monitored, scanned, or otherwise managed by the Software.
Host	Each server or desktop computer that has an instance of the Software installed on it.
Floating	Once client software has been installed on a computer, the license may be transferred to another computer, as long as the total count of licenses for client computers does not exceed the number of floating licenses purchased.
Device	Each PC, Mac, Tablet, or Smartphone the Software is installed on. These licenses may not be moved from Device to Device, except in cases where the device is taken out of service.

Ordering Activity is hereby notified that the Software may collect certain information from the Ordering Activity and transmit such information back to SpectorSoft. Such information may include, without limitation, statistics relating to how often the Software and tools are started and completed, the duration of use of the Software, performance metrics relating to the Software, and Software configuration settings.

In addition, Ordering Activity is hereby notified that (1) the Software may require a registration process whereby machine specific identifiers (that have been encrypted and are unique but anonymous) such as the username and email address for the user are transmitted to SpectorSoft's licensing server to allow SpectorSoft to generate a unique key that is bound to the specific computer on which the Software may be used, (2) the Software may communicate with SpectorSoft's servers and allow Ordering Activity to download updates when they are available, (3) the Software may provide a 'Feedback' facility that allows Ordering Activity to send suggestions and ideas for improving the Software ("Feedback"), (4) the Software may include a mechanism to transmit information to SpectorSoft regarding unhandled exceptions, and (5) the Software may make connections to SpectorSoft servers to verify license validity.