

Peraton, Inc.

**EC America Rider to Product Specific License Terms and Conditions
(for U.S. Government End Users)**

1. **Scope.** This Rider and the attached Peraton, Inc. ("Manufacturer") product specific license terms establish the terms and conditions enabling EC America ("Contractor") to provide Manufacturer's information technology products and services to Ordering Activities under EC America's GSA MAS contract number GS-35F-0511T (the "Schedule Contract"). Installation and use of the information technology shall be in accordance with this Rider and Manufacturer Specific Terms attached hereto, unless an Ordering Activity determines that it requires different terms of use and Manufacturer agrees in writing to such terms in a valid delivery order placed pursuant to the Schedule Contract.
2. **Applicability.** Whereas GSA and EC America agreed at the time of Schedule Contract award upon a base set of terms and conditions applicable to all manufacturers and items represented on the Schedule Contract; and Whereas, the parties further agreed that all product specific license, warranty and software maintenance terms and conditions would be submitted at the time each new manufacturer was to be added to the Schedule Contract; Now, Therefore, the parties hereby agree that the product specific license, warranty and software maintenance terms set forth in Attachment A hereto (the "Manufacturer Specific Terms" or the "Attachment A Terms") are incorporated into the Schedule Contract, but only to the extent that they are consistent with Federal law, including but not limited to GSAR 552.212-4 Contract Terms and Conditions-Commercial Items. To the extent any Attachment A Terms are inconsistent with Federal law (See, FAR 12.212(a)), such inconsistent terms shall be superseded, unenforceable and of no legal force or effect in all resultant orders under the Schedule Contract, including but not limited to the following provisions:
 - a) **Contracting Parties.** The GSA Customer ("Licensee") is the "Ordering Activity", defined as the entity authorized to order under GSA MAS contracts as set forth in GSA Order OGP 4800.2I, as may be revised from time to time.
 - b) **Changes to Work and Delays.** Subject to GSAR Clause 552.238-81, Modifications (Federal Supply Schedule) (April 2014) (Alternate I – JUN 2016) and (Alternate II – JUN 2016), and 52.212-4(f) Excusable Delays (JUN 2010) regarding which the GSAR and the FAR provisions take precedence.
 - c) **Contract Formation.** Subject to FAR 1.601(a) and FAR 43.102, the GSA Customer Purchase Order must be signed by a duly warranted Contracting Officer, in writing. The same requirement applies to contract modifications affecting the rights of the parties. All terms and conditions intended to bind the Government must be included within the contract signed by the Government.
 - d) **Termination.** Clauses in the Manufacturer Specific Terms referencing termination or cancellation are superseded and not applicable to any GSA Customer order. Termination shall be governed by the FAR, the underlying GSA Schedule Contract and the terms in any applicable GSA Customer Purchase Orders. If the Contractor believes the GSA Customer to be in breach, it must file a claim with the Contracting Officer and continue to diligently pursue performance. In commercial item contracting under FAR 12.302(b), the FAR provisions dealing with disputes and continued performance cannot be changed by the Contracting Officer.
 - e) **Choice of Law.** Subject to the Contracts Disputes Act, the validity, interpretation and enforcement of this Rider shall be governed by and construed in accordance with the Federal laws of the United States. In the event the Uniform Computer Information Transactions Act (UCITA) or any similar Federal laws or regulations are enacted, to the extent allowed by Federal law, they will not apply to this Rider or the underlying Schedule Contract.
 - f) **Equitable remedies.** Equitable remedies are generally not awarded against the Government absent a statute providing therefore. In the absence of a direct citation to such a statute, all clauses in the Manufacturer Specific Terms referencing equitable remedies are superseded and not applicable to any GSA Customer order.
 - g) **Unilateral Termination.** Unilateral termination by the Contractor does not apply to a GSA Customer Purchase Order and all clauses in the Manufacturer Specific Terms referencing unilateral termination rights of the Manufacturer are hereby superseded.
 - h) **Unreasonable Delay.** Subject to FAR 52.212-4(f) Excusable delays, the Contractor shall be liable for default unless the nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe

weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

- i) **Assignment.** All clauses regarding the Contractor's assignment are subject to FAR 52.232-23, Assignment of Claims (JAN 1986) and FAR 42.12 Novation and Change-of-Name Agreements (Sep. 2013). All clauses governing the Contractor's assignment in the Manufacturer Specific Terms are hereby superseded.
- j) **Waiver of Jury Trial.** Waivers of Jury Trials are subject to FAR 52.233-1 Disputes (JULY 2002). The Government will not agree to waive any right that it may have under Federal law. All clauses governing a waiver of jury trial in the Manufacturer Specific Terms are hereby superseded.
- k) **Government Indemnities.** This is an obligation in advance of an appropriation that violates anti-deficiency laws (31 U.S.C. § 1341 and 41 U.S.C. § 6301), since the GSA Customer commits to pay an unknown amount at an unknown future time. The violation occurs when the commitment is made, i.e., when the agreement featuring this clause is incorporated into a Government contract, and not when the clause is triggered. The Interim FAR Rule dated June 21, 2013 and the Office of Legal Counsel opinion dated March 12, 2012 prohibit such indemnifications. All Manufacturer Specific Terms referencing customer indemnities are hereby superseded.
- l) **Contractor Indemnities.** All Manufacturer Specific Terms that violate DOJ's jurisdictional statute (28 U.S.C. § 516) by requiring that the Government give sole control over the litigation and/or settlement to the Contractor are hereby superseded. Nothing contained in the Manufacturer's Specific terms shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute.
- m) **Renewals.** All Manufacturer Specific Terms that provide for automatic renewals violate the Anti-Deficiency Act and are hereby superseded. This is an obligation in advance of an appropriation that violates anti-deficiency laws (31 U.S.C. § 1341 and 41 U.S.C. § 6301), since the GSA Customer commits to pay an unknown amount at an unknown future time. The violation occurs when the commitment is made, i.e., when the agreement featuring this clause is incorporated into a Government contract, and not when the clause is triggered.
- n) **Future Fees or Penalties.** All Manufacturer Specific Terms that require the Government to pay any future fees, charges or penalties are hereby superseded unless specifically authorized by existing statutes, such as the Prompt Payment Act (31 U.S.C. § 3901 et seq.) or Equal Access To Justice Act (5 U.S.C. § 504; 28 U.S.C. § 2412).
- o) **Taxes.** Taxes are subject to FAR 52.212-4(k), which provides that the contract price includes all applicable federal, state, local taxes and duties. Contractor shall state separately on its invoices, taxes excluded from the fees, and the GSA Customer agrees to either pay the amount of the taxes (based on the current value of the equipment or services) to Contractor or provide it evidence necessary to sustain an exemption, in accordance with FAR 52.229-1 and FAR 52.229-3.
- p) **Third Party Terms.** When the end user is an instrumentality of the U.S., no license terms bind the GSA Customer unless included in the EULA, and the EULA is made an attachment to the underlying GSA Schedule Contract. All terms and conditions affecting the GSA Customer must be contained in a writing signed by a duly warranted Contracting Officer. Any third party manufacturer shall be brought into the negotiation, or the components acquired separately under federally-compatible agreements, if any.
- q) **Dispute Resolution and Standing.** Any disputes relating to the Manufacturer Specific Terms or to this Rider shall be resolved in accordance with the FAR, the underlying GSA Schedule Contract, any applicable GSA Customer Purchase Orders, and the Contract Disputes Act. The Ordering Activity expressly acknowledges that EC America as contractor, on behalf of the Manufacturer, shall have standing to bring such claim under the Contract Disputes Act.
- r) **Advertisements and Endorsements.** Pursuant to GSAR 552.203-71, use of the name or logo of any U.S. Government entity is prohibited. All Manufacturer Specific Terms that allow the Contractor to use the name or logo of a Government entity are hereby superseded.

- s) **Public Access to Information.** EC America agrees that the attached Manufacturer Specific Terms and this Rider contain no confidential or proprietary information and acknowledges the Rider shall be available to the public.
 - t) **Confidentiality.** Any provisions in the attached Manufacturer Specific Terms that require the Ordering Activity to keep certain information confidential are subject to the Freedom of Information Act (5 U.S.C. § 552), and any order by a United States Federal Court. When the end user is an instrumentality of the U.S. Government, neither this Rider, the Manufacturer's Specific Terms nor the Schedule Price List shall be deemed "confidential information" notwithstanding marking to that effect. Notwithstanding anything in this Rider, the Manufacturer's Specific Terms or the Schedule Contract to the contrary, the GSA Customer may retain such Confidential Information as required by law, regulation or its bonafide document retention procedures for legal, regulatory or compliance purposes; provided however, that such retained Confidential Information will continue to be subject to the confidentiality obligations of this Rider, the Manufacturer's Specific Terms and the Schedule Contract.
 - u) **Alternate Dispute Resolution.** The GSA Customer cannot be forced to mediate or arbitrate. Arbitration requires prior guidance by the head of a Federal agency promulgated via administrative rulemaking according to 5 U.S.C. § 575(c). GSA has not issued any because it considers the Board of Contract Appeals to be an adequate, binding ADR alternative. All Manufacturer Specific Terms that allow the Contractor to choose arbitration, mediation or other forms of alternate dispute resolution are hereby superseded.
3. **Order of Precedence/Conflict.** To the extent there is a conflict between the terms of this Rider and the terms of the underlying Schedule Contract or a conflict between the terms of this Rider and the terms of an applicable GSA Customer Purchase Order, the terms of the GSA Schedule Contract or any specific, negotiated terms on the GSA Customer Purchase Order shall control over the terms of this Rider. Any capitalized terms used herein but not defined, shall have the meaning assigned to them in the underlying Schedule Contract.

PERATON INC.

END USER LICENSE AGREEMENT

This End User License Agreement (EULA) is between Peraton Inc., a corporation incorporated under the laws of the State of Maryland, United States of America, by and through its offices at Herndon, Virginia (hereinafter referred to as "Peraton") and the Ordering Activity under GSA Schedule contracts identified in the Order Form (hereinafter referred to as "Licensee"). Either or both may be referred to as "Party" or "Parties". This EULA is effective as of the effective date located on the attached Order Form.

1. Definition

The definitions listed below pertain to this EULA.

- A. Affiliate: Any entity the Licensee owns at least a fifty-one percent (51%) or through board of directors' control if a not for profit entity. For Government Licensees, the "Affiliate" definition and provisions shall not apply.
- B. Confidential Information: Information, which the Disclosing Party provides, either directly or indirectly, to the Receiving Party in connection with this EULA. Information includes the software, personal information, or information related to the business of the Disclosing Party. If information is:
 - Tangible Form - clearly marked at the time of disclosure as being confidential
 - Orally or Visually Form - designated at the time of disclosure as confidential
 - Other Form - is reasonably understood to be confidential information, whether or not marked
- C. Concurrent Users: The total number of users simultaneously accessing the Software at any given time is limited to those for whom Licensee has paid a License Fee in accordance with the Order Form. If the Licensee has reached capacity of the Concurrent Users, there will not be any additional users able to access the Software until the Licensee has procured additional licenses from Peraton.
- D. Core: A core is an individual processor within a CPU.
- E. Core Based-Server: The number of Cores is limited to those for whom Licensee has paid a license fee in accordance with the Order Form. An unlimited (until Core capacity is reached) number of authorized users may use the Software, provided the total number of Cores residing on all computers where the Software is installed does not exceed the permitted number of Cores identified on the Order Form. When the Software is installed and distributed across multiple computers, all the Cores in each of these computers count toward to the total number of Cores licensed.
- F. Documentation: Technical documentation, release notes, and user manuals for the Baseline Version of the Software.
- G. Effective Date: The date the Software Maintenance Agreement (SWMA) takes effect. The Effective Date is located in the Order Form.
- H. End User License Agreement: An agreement between Peraton and Licensee to provide use of a license for a given period of performance.
- I. Error: Material deviation of the Baseline Version of the Software from its technical documentation.
- J. License Fees: Fees paid for Software Licenses. License Fees do not include Maintenance

or Services fees.

- K. License Term: The term for License is unlimited. Whereas the Software Maintenance Agreement will identify a Maintenance Term for a Period of Performance.
- L. License Location: The physical location where the Software is installed on equipment the Licensee owns, leases, or otherwise controls.
- M. Maintenance Fee: Fee paid for Software Maintenance. Maintenance Fees do not include cost of the initial Peraton License or Support Services provided by Peraton.
- N. Maintenance Term: Is identify as a Maintenance Term for a Period of Performance. The Maintenance Term is located in the Order Form.
- O. Named User: The total number of users given a fixed license that is assigned to them in accordance with the Order Form. Each user accessing the Software's functionality is one Named User of the Software, whether or not using Software components to access the Software's functionality, and must be counted towards the number of authorized Named Users.
- P. Order Form: A form specifying the Licensee Information, Business Contact (e.g., Program Manager, etc.), Primary Technical Contact, Alternate Technical Contact, and Software Details.
- Q. Release: A software upgrade that adds new features and corrects Errors.
- R. Services: Baseline Support Services.
- S. Software: The Peraton Software products and any Third Party Software products listed in the Order Form.
- T. Software License: A non-exclusive, non-transferable right to use the Software in a machine- readable form, together with the Documentation, solely for Licensee's internal business.
- U. Software Maintenance Agreement: An agreement between Peraton and Licensee to provide maintenance for a given period of performance.
- V. Subject Matter: The Peraton Software and applicable Documentation.
- W. Third Party Software: Any third-party Software listed on the Order Form that is produced by a party other than Peraton. Software may include the initial purchase of the license or subsequent maintenance fee.
- X. Upgrades: New Versions and Release of the Software.
- Y. Version: A major enhancement to the Software that adds substantial new features or other significant changes.

2. Commercial Items

The software and documentation provided hereunder are "Commercial Items" as defined by Federal Acquisition Regulation ("FAR") 2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation" as defined in FAR 12.212. No other regulation or data rights clause applies to the delivery of this software and documentation to the Government. Accordingly, the terms and conditions of this License govern the Government's use and disclosure of the Software, and supersede any conflicting terms and conditions of any contract pursuant to which the software and documentation is delivered to the Government.

The FAR clauses stated in this section do not apply to Non-Government customers.

3. Permitted Use

Licensee may not permit any unauthorized third party to use or access the Software. Licensee may not use the Software in the operation of a service bureau, commercial time-sharing or in any other

resale capacity. For purposes of Concurrent Users and Core-Based Server, authorized users are not uniquely identified.

4. Proprietary Rights

This Agreement does not convey to Licensee title to or ownership of the Subject Matter or any results of the Services, but only a right of limited use in accordance with the License. The Subject Matter, all results of the Services, and all copies of any of them are proprietary to Peraton and title in each of them, including without limitation, all applicable rights to patents, copyrights, trademarks, confidential information and trade secrets, remains solely in Peraton, and are subject to the terms and conditions of the License. All Upgrades and any results of the Services provided by Peraton under this Agreement will become a part of the Software for the purposes of the License at the time they are provided to Licensee and are hereby licensed to Licensee as part of the Software pursuant to the terms and conditions of the License.

5. Limited Warranties

Peraton warrants that the Subject Matter will, for a period of sixty (60) days from the date of your receipt, perform substantially in accordance with Subject Matter written materials accompanying it. Except as expressly set forth in the foregoing, Peraton furnishes the licensed Subject Matter, and Licensee agrees to accept same, on a strictly “as is” basis. Peraton warrants the Services will be performed in a competent manner consistent with industry standards reasonably applicable to the performance of such Services.

- A. Software Warranty: Licensee acknowledges that it is solely responsible for the results obtained from use of the Software. Peraton further warrants that it has not introduced into the Software any feature designed to damage or erase the Software or data. The Software may contain license protection features that limit access to the Software to the use permitted under this EULA. Licensee shall not circumvent or render inoperative any such protection features. To be valid, a warranty claim must be in writing and submitted to Peraton. If Licensee believes that the Software has Defects, Licensee shall promptly notify Peraton in writing, describe with specificity any such Defect, and provide a listing of output and such other data as may be required by Peraton to reproduce the Defect. Licensee's exclusive remedy and Peraton's sole liability for Software performance under this software warranty will be:
 - To use reasonable efforts to correct any such Defects and supply Licensee with a correction as soon as reasonably practicable
 - If correction or replacement is not reasonably achievable by Peraton, to terminate Licensee's License(s) for the affected Software and refund the License Fee paid upon Licensee's certification that all copies of the Software have been returned or destroyed.
- B. Warranty Exceptions and Exclusions: The express warranties set forth in this Limited Warranties Section do not apply to errors or malfunctions caused by (a) Licensee's equipment, (b) software not licensed from or approved in writing by Peraton, (c) Misuse, (d) Licensee's failure to use or implement corrections or updates, (e) use of the Software in combination with materials not provided, specified or approved in writing by Peraton, (f) improper installation by Licensee, Support Contractor, or a third party not authorized in writing by Peraton, or (g) any other cause not directly attributable to Peraton. Peraton does not warrant the functions contained in the Software will meet Licensee's requirements or that the operation of the Software will be uninterrupted or error-free. These limited warranties shall be void if Licensee or any third party modifies or changes the Software in

any way beyond the scope of the configuration options contained in the Software. In order to receive and maintain these warranties, Licensee must:

- Use the Software in accordance with the Documentation
- Use the Software on the hardware and with the operating system for which it was designed
- Use only qualified personnel to operate the Software

Peraton will not be required to maintain compatibility between Peraton Software and any other software (other than Peraton-supported Third Party Software) except as otherwise agreed in writing.

- C. Disclaimer of Warranties: EXCEPT AS EXPRESSLY SET FORTH IN THIS LIMITED WARRANTIES SECTION AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, PERATON DOES NOT MAKE ANY EXPRESSED, IMPLIED OR STATUTORY WARRANTIES, TERMS, CONDITIONS OR REPRESENTATIONS INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE.

6. Infringement

Peraton warrants the use of the licensed Subject Matter under this EULA shall not infringe upon, misappropriate or otherwise violate any property, ownership or proprietary rights of any other person or organization. Upon notice of an alleged infringement, or if, in Peraton's opinion, such a claim is likely, Peraton shall have the right, at its option, to obtain the right to continue the distribution of products, substitute other products with similar operating capabilities, or modify the product so that it is no longer infringing. In the event that none of the above options are reasonably available in Peraton's opinion, Licensee's sole and exclusive remedy shall be to cease using and to return to Peraton all of the products, and to obtain from Peraton a refund of the fee paid by Licensee for such products. This section states Peraton's entire liability for intellectual property infringement.

7. Limitation of Liability

Peraton shall have no liability to Licensee for any loss, claim, remedy, suit, action, indirect, incidental or consequential damages, and/or liability under any cause of action whatsoever whether in contract or tort including but not limited to action by agents or employees of Licensee, or property damage based on products liability, strict liability, concerning any defects, bugs or deficiencies or lack thereof of any nature in the licensed Subject Matter.

Peraton shall not be liable to Licensee for special, indirect, incidental or consequential loss or damage including, without limitation, any punitive damages, lost profits, or lost business opportunity arising out of or in connection with the license granted under this or any business activity of Licensee.

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

8. Grant of License

Peraton grants to Licensee a non-exclusive, non-transferable, revocable, indivisible right to use the licensed Subject Matter specified in the Order Form in accordance with the terms and conditions of this EULA. Licensee shall use the licensed Subject Matter solely as installed in sites listed in the Order Form and for the permitted use for which Licensee has paid a License Fee. Licensee shall not, and shall not permit others to, decompile, disassemble, or otherwise reverse engineer the licensed Software. The right to revise, modify or enhance the licensed Software is expressly prohibited. All terms and conditions of this EULA are material terms of the license granted by this Agreement. The violation of any term or condition of this EULA will constitute grounds for termination of this Agreement by Peraton in accordance with the procedures set forth in the Contact Disputes Act.

9. Production and Non-Production Environments

- A. Disaster Recovery and Archival Instance (Production Instances): Licensee may make back-up copies of the Software as necessary for use in disaster recovery and archival purposes, provided keeping the copies in a secure location (e.g., location to be owned or controlled by Licensee or Licensee's disaster recovery vendor). All archival and backup copies of the Software are subject to the provisions of this EULA. Licensee shall reproduce all titles, trademarks, copyright and restricted rights notices in such copies. The Licensee should not use the disaster recovery and archival copies of the Software for production purposes unless the primary copy of the Software is not being used for production purposes.
- B. Non-Production Instances: Non-Production Instances are considered Test, Development, and Training Instance. Unless otherwise listed in the Order Form, Licensee may use one Instance of the Software in a non-production environment solely for Licensee's internal testing, development, and training purposes. Licensee's installation and use of the Software for these purposes is limited to the same number of licensed users as permitted under the applicable Order Form and this EULA.

10. Export

The Software, including technical data relating thereto, is subject to applicable export control laws and regulations, including the U.S. International Traffic in Arms Regulations (ITAR) and the U.S. Export Administration Regulations (EAR). Licensee shall strictly comply with all applicable export laws and regulations and, in addition to other restrictions in this EULA, Licensee agrees that it will not export, re-export or import the Software, except in accordance with all applicable export laws and regulations and only if permitted under the License terms. Licensee warrants and represents that Licensee, including its Affiliates and Support Contractors, is not (a) affiliated with or a resident of any embargoed or terrorist-supporting country or (b) affiliated with anyone on the U.S. Commerce Department's Table of Denial Orders or U.S. Treasury Department's list of Specially Designated Nationals.

11. Confidentiality

The licensed Subject Matter, including the design and elements of the database tables, as well as any information that is marked confidential and those rights designated proprietary is confidential information, the disclosure of which would harm Peraton.

Confidential Information will be protected and held in confidence by the Receiving Party and will be used for the purposes of this EULA and related internal administrative purposes only. Disclosure of the Confidential Information will be restricted to the Receiving Party's affiliates, employees,

contractors and business partners on a "need to know" basis, provided that they are bound by confidentiality obligations no less stringent than those in this EULA prior to any disclosure.

Confidential Information does not include information that:

- Is already known to Receiving Party at the time of disclosure
- Is or becomes publicly known through no wrongful act or failure of the Receiving Party
- Is independently developed by Receiving Party without benefit of Disclosing Party's Confidential Information
- Is received from a third party which is not under and does not thereby breach an obligation of confidentiality

Each party agrees to protect the other's Confidential Information at all times and in the same manner as each protects the confidentiality of its own proprietary and confidential materials of similar kind, but in no event with less than a reasonable standard of care. A Receiving Party may disclose Confidential Information to the extent required by law, provided that the party required to disclose the Confidential Information provides the original Disclosing Party with notice as soon as reasonably practicable to allow the Disclosing Party an opportunity to respond to such request, and provided further that such disclosure does not relieve Receiving Party of its confidentiality obligations with respect to any other party. These confidentiality restrictions and obligations will remain in effect until the information ceases to be Confidential. If Licensee participates in the Peraton-sponsored group event, this Confidential Information Section shall apply to Confidential Information disclosed by any group participant, and Peraton may provide a copy of this Confidential Information Section to any Disclosing Party seeking to enforce its provisions. Peraton recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which may require that certain information be released, despite being characterized as "confidential" by the vendor.

Upon the request of Disclosing Party, the Receiving Party shall promptly return to the Disclosing Party all copies of the Confidential Information and any documents derived from the Confidential Information, or at the Disclosing Party's option, shall certify in writing that all copies of the Confidential Information and derivative documents have been destroyed. The Receiving Party may return any Confidential Information to the Disclosing Party at any time. This obligation to return or destroy materials or copies thereof does not extend to automatically generated computer back up or archival copies generated in the ordinary course of Receiving Party's information systems procedures, provided that Receiving Party shall make no further use of Confidential Information contained in those copies.

12. Services

The license fees do not include any maintenance, online help, training, implementation support or other support services. Licensee is required to procure at least one year of Software maintenance under a separate SWMA. The manner and periods in which, and the terms and conditions under which, such maintenance will be performed will be solely set forth in the SWMA and the Order Form incorporating the SWMA.

13. Compliance

Licensee shall keep adequate and proper records relating to its use and distribution of the licensed Software pursuant to this EULA. Peraton reserves the right to request that Licensee conduct an internal audit at any time but no more than annually. Following such an audit, Licensee shall deliver to Peraton a certified statement in writing signed by an authorized representative of Licensee, that

Licensee either

(a) has sufficient licenses to permit all usage disclosed by such audit or (b) verifying that it has ordered sufficient licenses to permit all usage disclosed by such audit. Failure to complete a requested audit may result in the termination of this EULA in accordance with the procedures set forth in the Contract Disputes Act.

14. Governing Law

This EULA shall be interpreted and construed, its performance and any dispute arising hereunder shall be governed, in all respects by the substantive and procedural Federal laws and judicial decisions of the United States.

15. General

This EULA may be modified or amended solely in writing by both Parties. The provisions of this EULA shall be deemed severable, and the unenforceability of any one or more provisions shall not affect the enforceability of any other provisions. Licensee may not assign or otherwise transfer this EULA or any of the rights granted therein without the prior written consent of Peraton. No failure or delay by either Party in exercising any right, power or remedy will operate as a waiver, and no waiver will be effective unless it is in writing and signed by the waiving party. Any provision of this EULA that imposes or contemplates continuing obligations on a party will survive termination of this EULA. This EULA is separate and distinct from any services associated with the Software delivered hereunder. Payment under this EULA is due and payable within thirty (30) days of the invoice receipt date following the Effective Date of this Agreement. There shall be no right of offset to license fees due under this EULA.

16. Complete and Exclusive

EACH PARTY ACKNOWLEDGES IT HAS READ, UNDERSTANDS, AND AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OUTLINES IN THIS EULA. THE PARTIES AGREE THIS EULA, INCLUDING THE GSA SCHEDULE CONTRACT, ORDER FORM AND ANY WRITTEN MODIFICATIONS MADE PURSUANT TO IT CONSTITUTES THE COMPLETE AND EXCLUSIVE EXPRESSION OF THE TERMS OF THIS EULA BETWEEN THE PARTIES, AND SUPERSEDE ALL PRIOR OR CONTEMPORANEOUS PROPOSALS, ORAL OR WRITTEN, UNDERSTANDINGS, REPRESENTATIONS, CONDITIONS, WARRANTIES, COVENANTS, AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS EULA.

THE PARTIES FURTHER AGREE THIS EULA MAY NOT IN ANY WAY BE EXPLAINED OR SUPPLEMENTED BY A PRIOR OR EXISTING COURSE OF DEALING BETWEEN THE PARTIES, BY ANY USAGE OF TRADE OR CUSTOM, OR BY ANY PRIOR PERFORMANCE BETWEEN THE PARTIES PURSUANT TO THIS EULA OR OTHERWISE.

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END USE LICENSE AGREEMENT - ORDER FORM

Licensee Information	
Name:	
Address:	

Business Contact	
Name:	
Office & Cell Phones:	
Email:	

Primary Technical Contact*	
Name:	
Office & Cell Phones:	
Email:	

Alternate Technical Contact*	
Name:	
Office & Cell Phones:	
Email:	

*The Primary and Alternate Technical Contacts must be knowledgeable in the current Release of the Software, including without limitation Client's operating environment and use and error correction of the Software.

Software Details			
Peraton Software Description	Unit Price	Quantity	Price
	\$		\$
	\$		\$
Total License Fee			\$

Additional Details	
<u>Delivery</u> : Peraton shall deliver the licensed Subject Matter electronically within 30 days of the Effective Date of this Agreement.	
Licensed Location:	
Type of User (Concurrent, Core-Based Server or Named):	
EULA Effective Date:	
Notes (Optional):	

The Parties have caused this EULA to be signed by their duly authorized representatives on the day and year last written below:

Peraton
PERATON INC.

Licensee

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PERATON INC.

SOFTWARE MAINTENANCE AGREEMENT

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Definitions

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- B. Confidential Information: Information, which the Disclosing Party provides, either directly or indirectly, to the Receiving Party in connection with this SWMA. Information includes the software, personal information, or information related to the business of the Disclosing Party. If information is:
 - Tangible Form - clearly marked at the time of disclosure as being confidential
 - Orally or Visually Form - designated at the time of disclosure as confidential
 - Other Form - is reasonably understood to be confidential information, whether or not marked
- C. Concurrent Users: The total number of users simultaneously accessing the Software at any given time is limited to those for whom Licensee has paid a License Fee in accordance with the Order Form. If the Licensee has reached capacity of the Concurrent Users, there will not be any additional users able to access the Software until the Licensee has procured additional licenses from Peraton.
- D. Core: A core is an individual processor within a CPU.
- E. Core Based-Server: The number of Cores is limited to those for whom Licensee has paid a license fee in accordance with the Order Form. An unlimited (until Core capacity is reached) number of authorized users may use the Software, provided the total number of Cores residing on all computers where the Software is installed does not exceed the permitted number of Cores identified on the Order Form. When the Software is installed and distributed across multiple computers, all the Cores in each of these computers count toward to the total number of Cores licensed.
- F. Documentation: Technical documentation, release notes, and user manuals for the Baseline Version of the Software.
- G. Effective Date: The date the SWMA takes effect. The Effective Date is located in the Order Form.
- H. End of Life: The point in time when Northrop will cease to create updates and patches for a particular piece of software.
- I. End User License Agreement: An agreement between Peraton and Licensee to provide use of a license for a given period of performance.

- J. Error: Material deviation of the Baseline Version of the Software from its technical documentation.
- K. License Fees: Fees paid for Software Licenses. License Fees do not include Maintenance or Services fees.
- L. License Term: The term for License is unlimited. Whereas the Software Maintenance Agreement will identify a Maintenance Term for a Period of Performance.
- M. License Location: The physical location where the Software is installed on equipment the Licensee owns, leases, or otherwise controls.
- N. Maintenance Fee: Fee paid for Software Maintenance. Maintenance Fees do not include cost of the initial Peraton License or Support Services provided by Peraton.
- O. Maintenance Term: Is identify as a Maintenance Term for a Period of Performance. The Maintenance Term is located in the Order Form.
- P. Named User: The total number of users given a fixed license that is assigned to them in accordance with the Order Form. Each user accessing the Software's functionality is one Named User of the Software, whether or not using Software components to access the Software's functionality, and must be counted towards the number of authorized Named Users.
- Q. Peraton Supported Third Party Software: Third Party Software contained in Peraton's Baseline Software or Upgrades.
- R. Order Form: A form specifying the Licensee Information, Business Contact (e.g., Program Manager, etc.), Primary Technical Contact, Alternate Technical Contact, and Software Details.
- S. Release: A software upgrade that adds new features and corrects Errors.
- T. Services: Baseline Support Services.
- U. Software: The Peraton Software products and any Third Party Software products listed in the Order Form.
- V. Software License: A non-exclusive, non-transferable right to use the Software in a machine-readable form, together with the Documentation, solely for Licensee's internal business.
- W. Software Maintenance Agreement: An agreement between Peraton and Licensee to provide maintenance for a given period of performance.
- X. Subject Matter: The Peraton Software and applicable Documentation.
- Y. Third Party Software: Any third-party Software listed on the Order Form that is produced by a party other than Peraton. This software is not contained in the Baseline Software or Upgrades. Software may include the initial purchase of the license or subsequent maintenance fee.
- Z. Upgrades: New Versions and Release of the Software.
- AA. Version: A major enhancement to the Software that adds substantial new features or other significant changes.

Commercial Items

The software and documentation provided hereunder are "Commercial Items" as defined by Federal Acquisition Regulation ("FAR") 2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation" as defined in FAR 12.212. No other regulation or data rights clause applies to the delivery of this software and documentation to the Government. Accordingly, the terms and conditions of this License govern the Government's use and disclosure of the Software, and supersede any conflicting terms and conditions of any contract pursuant to which the software and documentation is delivered to the Government.

The FAR clauses stated in this section do not apply to Non-Government customers.

Permitted Use

Licensee may not permit any unauthorized third party to use or access the Software. Licensee may not use the Software in the operation of a service bureau, commercial time-sharing or in any other resale capacity. For purposes of Concurrent Users and Core-Based Server, authorized users are not uniquely identified.

Proprietary Rights

This Agreement does not convey to Licensee title to or ownership of the Subject Matter or any results of the Services, but only a right of limited use in accordance with the License. The Subject Matter, all results of the Services, and all copies of any of them are proprietary to Peraton and title in each of them, including without limitation, all applicable rights to patents, copyrights, trademarks, confidential information and trade secrets, remains solely in Peraton, and are subject to the terms and conditions of the License. All Upgrades and any results of the Services provided by Peraton under this Agreement will become a part of the Software for the purposes of the License at the time they are provided to Licensee and are hereby licensed to Licensee as part of the Software pursuant to the terms and conditions of the License.

Limited Warranties

Peraton warrants that the Subject Matter will, for a period of sixty (60) days from the date of your receipt, perform substantially in accordance with Subject Matter written materials accompanying it. Except as expressly set forth in the foregoing, Peraton furnishes the licensed Subject Matter, and Licensee agrees to accept same, on a strictly “as is” basis. Peraton warrants the Services will be performed in a competent manner consistent with industry standards reasonably applicable to the performance of such Services.

- A. Software Warranty: Licensee acknowledges that it is solely responsible for the results obtained from use of the Software. Peraton further warrants that it has not introduced into the Software any feature designed to damage or erase the Software or data. The Software may contain license protection features that limit access to the Software to the use permitted under this SWMA. Licensee shall not circumvent or render inoperative any such protection features. To be valid, a warranty claim must be in writing and submitted to Peraton. If Licensee believes that the Software has Defects, Licensee shall promptly notify Peraton in writing, describe with specificity any such Defect, and provide a listing of output and such other data as may be required by Peraton to reproduce the Defect. Licensee's exclusive remedy and Peraton's sole liability for Software performance under this software warranty will be:
 - 1) To use reasonable efforts to correct any such Defects and supply Licensee with a correction as soon as reasonably practicable.
 - 2) If correction or replacement is not reasonably achievable by Peraton, to terminate Licensee's License(s) for the affected Software and refund the License Fee paid upon Licensee's certification that all copies of the Software have been returned or destroyed.

- B. Warranty Exceptions and Exclusions: The express warranties set forth in this Limited Warranties Section do not apply to errors or malfunctions caused by (a) Licensee's equipment, (b) software not licensed from or approved in writing by Peraton, (c) Misuse, (d) Licensee's failure to use or implement corrections or updates, (e) use of the Software in combination with materials not provided, specified or approved in writing by Peraton, (f) improper installation by Licensee, Support Contractor, or a third party not authorized in writing by Peraton, or (g) any other cause not directly attributable to Peraton. Peraton does not warrant the functions contained in the Software will meet Licensee's requirements or that the operation of the Software will be uninterrupted or error-free. These limited warranties shall be void if Licensee or any third party modifies or changes the Software in any way beyond the scope of the configuration options contained in the Software. In order to receive and maintain these warranties, Licensee must:
- 1) Use the Software in accordance with the Documentation.
 - 2) Use the Software on the hardware and with the operating system for which it was designed.
 - 3) Use only qualified personnel to operate the Software.

Peraton will not be required to maintain compatibility between the Peraton Software and any other software (other than Peraton-supported Third Party Software) except as otherwise agreed in writing.

- C. Disclaimer of Warranties: EXCEPT AS EXPRESSLY SET FORTH IN THIS LIMITED WARRANTIES SECTION AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, PERATON DOES NOT MAKE ANY EXPRESSED, IMPLIED OR STATUTORY WARRANTIES, TERMS, CONDITIONS OR REPRESENTATIONS INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE.

Infringement

Peraton warrants the use of the licensed Subject Matter under this SWMA shall not infringe upon, misappropriate or otherwise violate any property, ownership or proprietary rights of any other person or organization. Upon notice of an alleged infringement, or if, in Peraton's opinion, such a claim is likely, Peraton shall have the right, at its option, to obtain the right to continue the distribution of products, substitute other products with similar operating capabilities, or modify the product so that it is no longer infringing. In the event that none of the above options are reasonably available in Peraton's opinion, Licensee's sole and exclusive remedy shall be to cease using and to return to Peraton all of the products, and to obtain from Peraton a refund of the fee paid by Licensee for such products. This section states Peraton's entire liability for intellectual property infringement.

Limitation of Liability

- A. Peraton shall have no liability to Licensee for any loss, claim, remedy, suit, action, indirect, incidental or consequential damages, and/or liability under any cause of action whatsoever whether in contract or tort including but not limited to action by agents or employees of Licensee, or property damage based on products liability, strict liability, concerning any defects, bugs or deficiencies or lack thereof of any nature in the licensed Subject Matter.
- B. Peraton shall not be liable to Licensee for special, indirect, incidental or consequential loss or

damage including, without limitation, any punitive damages, lost profits, or lost business opportunity arising out of or in connection with the license granted under this or any business activity of Licensee. The foregoing limitation of liability shall not apply to (1) personal injury or death resulting from Licensor's negligence; (2) for fraud; or (3) for any other matter for which liability cannot be excluded by law.

C. Reserved.

Maintenance Services

- A. Scope of Services: This SWMA provides the terms and conditions on which Peraton will provide to Licensee. Peraton will provide the Services solely with respect to the unmodified, baseline Software as originally delivered by Peraton and as updated by Upgrades. Software maintenance is comprised of software patches and fixes (to correct latent defects in licensed software) and software updates or incremental software releases (to provide minor improvements to licensed software). In some instances, software maintenance will also include major upgrades or new versions of licensed software. New features or improvements are not customer specific but changes that improve the overall product.
- B. Baseline Support Services: During the Maintenance Term, Peraton will provide the Baseline Support Services described below with respect to the unmodified, baseline Software as originally delivered by Peraton and as updated by Upgrades. Unless otherwise specified in the Order Form, Peraton will provide Baseline Support Services only with respect to the current Release plus two prior Releases of the Baseline Version of the Software.

End of Life Dates

<Insert Product Name>		Version Number
Current Release		
First Prior Release		
Second Prior Release		

Performance of the Baseline Support Services is expressly conditioned upon (i) reserved, and (ii) Licensee incorporating each Upgrade into the Software within one hundred eighty days after receiving the Upgrade from Peraton. The Baseline Support Services are as follows:

- 1) Peraton will correct any material deviation of the Baseline Version of the Software from its technical documentation ("Error"). If Licensee determines during the Term the Baseline Version of the Software contains an Error, Licensee will inform Peraton in writing, in accordance with Peraton's reporting procedures, describing the alleged Error in sufficient detail to allow Peraton to recreate it. Peraton will respond by email or telephone after receiving the request, and will assist Licensee with respect to the Error. Peraton will correct any Error in the Baseline Version of the Software by either (at

Peraton's sole election) providing corrected program code to Licensee or by correcting the Error in the next subsequent Release or Version of the Baseline Version of the Software. If Peraton determines that a suspected Error is attributable to a cause other than a material deviation of the Baseline Version of the Software from its technical documentation, then Licensee will pay for Peraton's work.

- 2) Peraton will provide support for the Baseline Version of the Software to Licensee's Primary Contact and Alternate Contact listed in the order form during the Maintenance Term Period of Performance.
 - 3) Peraton will provide, at no charge to Licensee, any Upgrades to the Software that Peraton develops.
 - 4) Peraton may provide, at no charge to Licensee, upgrades to Third Party Software that are integrated within the baseline software.
 - 5) Peraton will provide and update technical documentation, release notes, and user manuals for the Baseline Version of the Software, as available.
 - 6) Peraton will inform Licensee of any free upgrades that are made available to any third party software products that Licensee obtained from Peraton. Licensee and Peraton will jointly determine whether implementation of any such upgrade is necessary. Peraton will provide Licensee with installation instructions for any upgrade that Licensee and Peraton mutually determine should be implemented. Licensee acknowledges that, the Baseline Support Services do not include any support of, upgrades to or other services relating to any third party products that Licensee obtained from Peraton.
- C. Out-of-Scope Services: The following Out-of-Scope Services are expressly excluded from the scope of the Baseline Support Services provided under this SWMA. If Peraton provides any Out-of-Scope Services at the request of Licensee, Licensee will pay Peraton for the Out-of-Scope Services in accordance with the GSA Schedule Pricelist, if applicable. Out-of-Scope Services include, without limitation:
- 1) Identification and correction of problems other than Errors in the Baseline Version of the Software. This includes but is not limited to (a) installing, integrating or testing Upgrades; (b) performing support necessary due to changes in Licensee's environment; (c) data communications problem solving; (d) developing, supporting or maintaining custom software or application programs (custom systems development, if any, will be governed by a separate agreement between Peraton and Licensee); (e) assisting with interface problems or any assistance with respect to third party software which is not part of the Baseline Version of the Software; (f) integrating Licensee specific functionality into Upgrades to the Baseline Version of the Software; (g) performing support or assisting with problems arising with or related to Licensee's legacy systems;
 - 2) On-site support including support for day-to-day operations and training Licensee personnel in the use of the Software;

- 3) Data entry and conversion including (a) providing assistance or guidance in documenting conversion procedures; (b) performing media or data conversion or conversion cleanup; (c) performing data entry of Licensee data, text or software;
 - 4) Support or maintenance generally attributable to network, system or database administration. This may include but not be limited to (a) performing backup or restoration of Licensee data; (b) tuning databases as required by production loads; (c) assisting with network and infrastructure related issues that negatively affect response times and that do not appear until significant production activity occurs on the system; (d) assisting with any problems arising with or related to Licensee's mainframe computer, underlying operating system or wide area network communications system.
- D. Support Package: The Baseline Support Services for all licensed Software will be covered by the Maintenance Term Period of Performance in the Order Form as defined below.
- 1) The Support Package includes all of the services set forth above in Section B, and additionally:
 - 2) Email, Live Chat, Web and/or Telephone Support. Peraton will provide Customer technical email, live chat, web and/or telephone support for the Software during the hours of 9:00 a.m. to 5:00 p.m. Eastern Time, Monday through Friday, excluding US Government holidays. Peraton's support technician shall only be obligated to respond to Customer's two designated contacts, which Customer may change from time to time by providing written notice to Peraton. Peraton shall use commercially reasonable efforts to respond to the request for support within four business hours of receiving the inquiry from Customer if received during the business hours noted above. If received out of these hours, Peraton will respond to the request for support on the next business day.
- E. Maintenance Support Request: Peraton maintains an incident tracking system to steward receipt of Maintenance Support requests and resolution of problems related to use of Software and to measure performance of Maintenance Support. Peraton will acknowledge all Maintenance Support requests via email or call according to the severity levels defined. Peraton will assign a tracking number and will provide such information to Customer in Peraton's acknowledgment. The Licensee (Technical and Alternate POCs) will provide all information and assistance needed by Peraton to recreate and resolve a problem. The Licensee will assign a severity level assessment to each service request based on the severity level criteria described below. If Peraton disagrees with the severity level assigned to a problem by the Licensee, the parties will mutually reassess the problem in good faith to agree on what severity level to assign a problem. Peraton will notify the Licensee when Peraton has completed resolution of a Maintenance Support request.
- 1) Severity Level 1. A problem has been identified that makes the continued use of one or more functions impossible (or severely restricted) on a critical system and prevents the Licensee from continued production or severely risks critical business operations. Problem may cause loss of data, restrict data availability, or cause significant financial impact to the

Licensee.

- 2) Severity Level 2. A problem has been identified that severely affects or restricts major functionality. The problem is time sensitive and important to long-term productivity but is not causing an immediate work stoppage. No workaround is available and operation can continue in a restricted fashion.
- 3) Severity Level 3. (i) A minor problem that does not have major effect on business operations; or (ii) A major problem for which a Licensee acceptable workaround exists.
- 4) Severity Level 4. A minor condition or documentation error that has no significant effect on the Licensee's operations or additional requests for new feature suggestions that are defined as new functionality in existing Software.

Standard Level Maintenance Response Times & Resolution Efforts

Severity Level	Response Time	Resolution Effort
Severity Level 1	Within four business hours of receipt of a service request on weekdays. Incident reports received during the weekends will be handled on Mondays.	Peraton to use best efforts (8 hours x 5days a week) to verify, diagnose, replicate, and successfully fix the problem as quickly as possible. Incident reports received during the weekends will be handled on Mondays.
Severity Level 2	Within twenty-four hours of receipt of a service request of the day or time the service request is received, excluding weekends.	Peraton to use commercially reasonable efforts during Peraton's Business Day to verify, diagnose, replicate, and fix the problem as quickly as possible.
Severity Level 3	Within two business days of receipt of a service request.	Peraton will use commercially reasonable efforts to verify, diagnose, replicate, and fix the problem within ninety days or within the next release of the Software, whichever comes later.
Severity Level 4	Within five business days of receipt of a service request.	Peraton will notify the Licensee regarding Peraton's plans to correct a minor problem, to address requests for new features, or suggestions for upgraded Software.

Maintenance Fees and Payment Terms

- A. Licensee will pay the Baseline Annual Maintenance Price set forth in the Order Form in accordance with the GSA Schedule Pricelist. The Baseline Annual Maintenance Price for each Term is payable in full, and must be paid by Licensee at the time of purchase within thirty days of the invoice receipt date .
- B. If Licensee discontinues maintenance and then later elects to reinstate maintenance, Peraton may elect to reinstate maintenance retroactive to the time that maintenance last ended or was discontinued, at 100% of the then current Baseline Annual Maintenance Fee.
- C. Licensee will pay Peraton for any Out-of-Scope Services and any other services under this SWMA that are not within the scope of the Baseline Support Services. If Peraton's personnel travel to Licensee's place of business to perform Services pursuant to this SWMA, Licensee will pay Peraton for the travel time and other out-of-pocket expenses of Peraton's personnel in

accordance with Federal Travel Regulation (FTR)/Joint Travel Regulations (JTR), as applicable, Licensee shall only be liable for such travel expenses as approved by Licensee and funded under the applicable ordering document.

Licensee Resources and Responsibilities

- A. Licensee will provide Peraton with log files, as requested, and with sufficient support and test time on Licensee's computer system to allow Peraton to duplicate any suspected Error, confirm the Error is in the Baseline Version of the Software, and determine that the Error has been corrected.
- B. Licensee will provide Peraton with thirty days' prior written notice of any modifications made by Licensee to the Software. Any technical support or maintenance attributable to such modifications will be deemed to be Out-of-Scope Services.

Term and Termination

- A. The term of this SWMA will commence on the effective date the maintenance set forth on the Order Form. The Maintenance Term Period of Performance is listed on the Order Form.
- B. When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Peraton shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer.
- C. If Licensee discontinues and then resumes any Services, Licensee will pay Peraton, in addition to the Maintenance Fee for the new Term commencing on the date the Services are resumed, the entire Maintenance Fee for the period Licensee was not receiving Services.
- D. If the License is terminated, this SWMA will automatically terminate without demand or notice on the effective date of the termination of the License.
- E. Reserved.

General

- A. For one year after delivery of an order, or after termination of an SOW, neither party shall solicit for hire as an employee, consultant or otherwise any of the other party's personnel who have had direct involvement with the Licenses or Services or proposal for the Licenses or Services specified in the Order Form or SOW, without the other party's express written consent. However, neither party will be precluded from hiring any employee of the other party who responds to any public notice or advertisement of an employment opportunity or who terminated his/her employment with the other party at least six months previously, provided that the hiring party did not solicit the termination. A party shall not be in breach of this Non-solicitation of Employees Section if those responsible for the solicitation, hiring or retention of the other party's personnel were not aware of these restrictions. However, personnel of either party working on a proposal or order for any Licenses or Services under this Agreement shall be presumed to know of the restriction.

- B. Dates or times by which Peraton is required to make performance under this SWMA will be postponed automatically to the extent that Peraton is prevented from meeting them by causes beyond its reasonable control in accordance with FAR 52.212-4(f).

Complete and Exclusive

EACH PARTY ACKNOWLEDGES IT HAS READ, UNDERSTANDS, AND AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OUTLINES IN THIS SWMA. THE PARTIES AGREE THIS SWMA, INCLUDING THE GSA SCHEDULE CONTRACT, ORDER FORM AND ANY WRITTEN MODIFICATIONS MADE PURSUANT TO IT CONSTITUTES THE COMPLETE AND EXCLUSIVE EXPRESSION OF THE TERMS OF THIS SWMA BETWEEN THE PARTIES, AND SUPERSEDE ALL PRIOR OR CONTEMPORANEOUS PROPOSALS, ORAL OR WRITTEN, UNDERSTANDINGS, REPRESENTATIONS, CONDITIONS, WARRANTIES, COVENANTS, AND ALL OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS SWMA.

THE PARTIES FURTHER AGREE THIS SWMA MAY NOT IN ANY WAY BE EXPLAINED OR SUPPLEMENTED BY A PRIOR OR EXISTING COURSE OF DEALING BETWEEN THE PARTIES, BY ANY USAGE OF TRADE OR CUSTOM, OR BY ANY PRIOR PERFORMANCE BETWEEN THE PARTIES PURSUANT TO THIS SWMA OR OTHERWISE.

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SOFTWARE MAINTENANCE AGREEMENT - ORDER FORM

Licensee Information	
Name:	
Address:	

Business Contact	
Name:	
Office & Cell Phones:	
Email:	

Primary Technical Contact*	
Name:	
Office & Cell Phones:	
Email:	

Alternate Technical Contact*	
Name:	
Office & Cell Phones:	
Email:	

* The Primary and Alternate Technical Contacts must be knowledgeable in the current Release of the Software, including without limitation Licensee's operating environment and use and error correction of the Software.

Software Details			
Peraton Software Description	Unit Price	Quantity	Price
	\$		\$
	\$		\$
Peraton Subtotal			\$
3 rd Party Software Description	Unit Price	Quantity	Price
	\$		\$
	\$		\$
3 rd Party SW Subtotal			\$
Total Maintenance Fee			\$

Additional Details	
Delivery:	Peraton shall deliver the licensed Subject Matter electronically within thirty days of this Agreement's Effective Date.
Licensed Location:	
Type of User (Concurrent, Core-Based Server or Named):	
SWMA Effective Date:	
Maintenance Term Period of Performance:	
Notes (Optional):	

The Parties have caused this Order Form to be signed by their duly authorized representatives on the day and year last written below:

Peraton

PERATON INC.

By: _____

Name: _____

Title: _____

Date: _____

Licensee

By: _____

Name: _____

Title: _____

Date: _____