ATTACHMENT A – PERMUTA TECHNOLOGIES

1. **General Terms.**

1.1 Ordering. Ordering Activity must issue a purchase order for a Subscription to access Products. Ordering Activity may use Products as expressly permitted in the applicable Government Contract. Permuta reserves all other rights. Ordering Activity must acquire and assign the appropriate subscription licenses (SL) required for its use of each Product. Unless otherwise specified, each user that accesses Products must be assigned a User SL. Ordering Activity has no right to use Products after the SL term for that Product ends.

1.2 Fees and Payment Terms. The fees and payment terms applicable to the Products are set forth in the GSA Schedule Pricelist.

1.3 Product Term Updates. When Ordering Activity purchases a new subscription to Products, the then-current Terms will apply and will not change during Ordering Activity's subscription for that Product.

1.4 Modifications. Notwithstanding any terms to the contrary, Ordering Activity acknowledges and agrees that Permuta may modify the features of the Products from time-to-time at Permuta's sole discretion, so long as they do not result in a degradation of what the Ordering Activity has contracted for.

1.5 License Reassignment. Except as permitted in this paragraph, Ordering Activity may not reassign a Subscription on a short-term basis (i.e., within 90 days of the last assignment). Ordering Activity may reassign a Subscription on a short-term basis to cover a user's absence. Reassignment of a Subscription for any other purpose must be permanent. When Ordering Activity reassigns a Subscription from one user to another, Ordering Activity must block access and remove any related software from the former user's devices.

1.6 Multiplexing. Hardware or software that Ordering Activity uses to pool connections; reroute information; or reduce the number of devices or users that directly access or use the Products (sometimes referred to as "multiplexing" or "pooling") does not reduce the number of licenses of any type (including Subscriptions) that Ordering Activity needs.

1.7 Permuta-Provided Data. Permuta may use or provide Permuta-Provided Data in connection with Ordering Activity's access to Products. Ordering Activity acknowledges that Permuta-Provided Data has commercial value. All rights in Permuta-Provided Data shall be owned by Permuta unless explicitly stated otherwise in written form by an authorized Permuta representative. All rights not expressly granted to Ordering Activity, are reserved to Permuta.

1.8 Commercial Items. The Products are a "commercial items," as that term is defined in 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212. Ordering Activity acquires the Products with only the rights set forth in these Terms. Ordering Activity acknowledges and agrees that Permuta sells the Products as commercial items only and will engage as a subcontractor for the Products subject only to the required U.S. Government flowdown clauses listed at 48 CFR 52.244-6, "Subcontracts for Commercial Items", plus other terms necessary in meeting performance obligations under the specific Government Contract under which Ordering Activity purchases the Products.

2. **DefenseReady Hosted Services.**

2.1   Eligibility. Only the U.S. DoD may purchase subscriptions for DefenseReady Hosted Services ("Hosted Services").

2.2   Security Policy. Permuta will use commercially reasonable efforts to operate Hosted Service as required by Ordering Activities seeking to secure and maintain an Authority to Operate from a DoD Authorizing Official in accordance with DODI 8510.01, Risk Management Framework for DoD Information Technology (IT) (RMF Policy). Permuta will employ the common NIST SP 800-53 Security Controls as required of an external IT service used by Ordering Activity to process, store, and transmit information types with a maximum Security Categorization of {(confidentiality, moderate), (integrity, moderate), (availability, moderate)} in accordance with FIPS Publication 199, Standards for Security Categorization of Federal Information and Information Systems. On a confidential need-to-know basis, Permuta will make the Hosted Service System Security Plan available to Ordering Activities, along with other information reasonably requested by Ordering Activities regarding Permuta's security practices and policies (collectively, the "Security Policy"); provided, however, that Permuta may redact information from the Security Policy if such information would compromise the security of Permuta's information technology environment or the confidentiality of any third-party's confidential information. Ordering Activity is solely responsible for reviewing the Security Policy, making an independent determination as to whether the Security Policy meets Ordering Activity's requirements, and for ensuring that Ordering Activity's personnel and consultants follow the guidelines they are provided regarding data security.

2.3   Location of Data Processing. Except as described elsewhere in these Terms, Ordering Activity Data that Permuta processes on Ordering Activity's behalf will be transferred to, and stored in and processed in facilities located only in United States, duly authorized by a qualified U.S. Government entity, and maintained by Permuta or its affiliates or subcontractors. Ordering Activity appoints Permuta to perform any such transfer of Ordering Activity Data to any such facility and to store and process Ordering Activity Data in order to provide the Hosted Service.

2.4   Data Retention. Permuta will retain Ordering Activity Data stored on the Hosted Service in a limited function account for ninety (90) days (the "**Wind Down Period**") after expiration or termination of the applicable Subscription. Ordering Activity is responsible for extracting all of its Ordering Activity Data during the Wind Down Period. After the Wind Down Period, Permuta will disable Ordering Activity's account and delete all Ordering Activity Data without further notice to Ordering Activity. Permuta has no liability for the deletion of Ordering Activity Data in accordance with this Section 2.4.

3. **DefenseReady / FederalReady Software**

3.1   Ordering Activity's intended use of Products may require certain Software Products to be installed. Ordering Activity must uninstall the Software when Ordering Activity's right to use it ends.

3.2   The Use Rights in effect when Ordering Activity orders a Subscription for Software Products will apply to Ordering Activity's use of the version of the Software Product that is current at the time. For future versions and new Software Products, the Use Rights in effect when those versions and Software Products are first released will apply if both parties have agreed to them in writing. Changes Permuta makes to the Use Rights for a

particular version will not apply unless Ordering Activity chooses to have those changes apply.

3.3   Subscription licenses are not required for access by bona-fide external users. Bona-fide external users are users that are not an employee, contractor, or agent of the Ordering Activity or its Affiliates; effectively end Ordering Activities (i.e., Ordering Activities of the Ordering Activity) that access instances of the Software.

3.4   External users MAY NOT access instances of Software using the DefenseReady client application and graphical user interface.

4.   **Ordering Activity Obligations**

4.1   <u>End Users</u>. Ordering Activity shall ensure it and its End Users comply with these Terms. Ordering Activity shall be responsible for the actions and omissions of its End Users and any other person or entity to which Ordering Activity allows access to the Products.

4.2   <u>Responsibility for Accounts</u>. Ordering Activity is responsible for maintaining the confidentiality of any Security Credentials (as defined below) associated with Ordering Activity's account and use of the Hosted Service. Ordering Activity must promptly notify Permuta Ordering Activity support about any possible misuse of Ordering Activity's accounts or authentication credentials, or any security incident related to the Hosted Service.

4.3   <u>Authority to Operate</u>. Ordering Activity must comply with all laws and regulations applicable to its use of Hosted Service, to include attaining a determination regarding the Trustworthiness of the Hosted Service by a DoD Authorizing Official in accordance with DODI 8510.01, Risk Management Framework for DoD Information Technology (IT) (RMF Policy).   Ordering Activity is responsible for implementing and maintaining Security Controls identified in the Security Policy as Ordering Activity's responsibility. Ordering Activity is responsible for responding to any request from a third party regarding Ordering Activity's use of Hosted Service.

4.4   <u>Obligations Regarding Ordering Activity Data</u>. Ordering Activity is solely responsible for the content of all Ordering Activity Data. Ordering Activity will secure and maintain all rights in Ordering Activity Data necessary for Permuta to provide the Hosted Service to Ordering Activity without violating the rights of any third party, or any applicable laws or otherwise obligating Permuta to Ordering Activity or to any third party. Permuta does not and will not assume any obligations with respect to Ordering Activity Data or to Ordering Activity's use of the Hosted Service other than as expressly set forth in these Terms or as required by applicable law. Ordering Activity is solely responsible for determining whether the Hosted Service are appropriate for the storage and processing of the Ordering Activity Data. If Ordering Activity provides (directly or indirectly) Permuta with access to any personal information, Ordering Activity will obtain all required consents from third parties under applicable privacy and data protection laws before providing such personal information to Permuta.

4.5   <u>Acceptable Use Policy and Restrictions</u>.

4.5.1   Neither Ordering Activity, nor those that access Products through Ordering Activity, may use Products:

- in a way prohibited by law, regulation, governmental order or decree;

- to violate the rights of others;

- to try to gain unauthorized access to or disrupt any service, device, data, account or network;

- to spam or distribute malware;

- in a way that could harm the Products or impair anyone else's use of it; or in any application or situation where failure of the Product could lead to the death or serious bodily injury of any person, or to severe physical or environmental damage.

4.5.2   Except as expressly authorized by these Terms, Ordering Activity may not: (a) modify, disclose, alter, translate or create derivative works of the Products (or any components thereof); (b) license, sublicense, resell, distribute, lease, rent, lend, transfer, assign or otherwise dispose of the Products (or any components thereof); (c) disassemble, decompile or reverse engineer the Products; (d) use the Products to store or transmit any viruses, software routines or other code designed to permit unauthorized access, to disable, erase or otherwise harm software, hardware or data, or to perform any other harmful actions; (e) copy, frame or mirror any part or content of the Products; (f) build a competitive product or service, or copy any features or functions of the Products; (g) interfere with or disrupt the integrity or performance of the Products; (h) attempt to gain unauthorized access to the Products or their related systems or networks; (i) disclose to any third party any performance information, benchmarking or analysis relating to the Products; (j) use the Products in violation of any laws, (k) allow the transfer, transmission, export or re-export of the Products or any portion thereof in violation of any export control laws or regulations administered by the U.S. Commerce Department, OFAC, or any other government agency; (l) remove, alter or obscure any proprietary notices in or on the Products including copyright notices; (m) disclose or make available passwords, user IDs or other credentials and login information (collectively, "**Security Credentials**") that Permuta has provided to Ordering Activity or the End Users or that are generated in connection with Ordering Activity's or End Users' use of the Product, other than to Ordering Activity or the End Users; (n) work around any technical limitations of the Products or download or otherwise remove copies of software or source code from the Product except as explicitly authorized; or (o) cause or permit any End User or any other third party to do any of the foregoing. Ordering Activity will use its best efforts to prevent unauthorized access to, and use of, the Security Credentials and the Products, and will immediately notify Permuta in writing of any unauthorized use of the Products that comes to Ordering Activity's attention, including by End Users.

4.5.3   Reserved

4.6   Right to Verify Compliance. Ordering Activity must keep records relating to all use and distribution of Products by Ordering Activity and its Affiliates. **Subject to applicable Government security requirements,** Permuta has the right, at its expense, to verify compliance with these Terms. Ordering Activity must promptly provide any information reasonably requested by the independent auditors retained by Permuta in furtherance of the verification, including access to systems running the Products and evidence of licenses for Products that Ordering Activity hosts, sublicenses, or distributes to third

parties. Ordering Activity agrees to complete Permuta's self-audit process, which Permuta may request as an alternative to a third-party audit.

4.7 <u>Verification Process</u>. Permuta will notify Ordering Activity at least 30 days in advance of its intent to verify Ordering Activitys' compliance with the license terms for the Products Ordering Activity and its Affiliates use. Permuta will engage an independent auditor, which will be subject to a confidentiality obligation and **to applicable Government security requirements**. Any information collected in the self-audit will be used solely for purposes of determining compliance. This verification will take place during normal business hours in accordance with the applicable Ordering Activity's security policies and in a manner that does not unreasonably interfere with Ordering Activity's operations.

4.8 <u>Remedies for Non-compliance.</u> If verification or self-audit reveals any unlicensed use of Products, then Permuta will invoice Ordering Activity for the additional licenses. Notwithstanding the foregoing, nothing in this section prevents the Ordering Activity from disputing any invoice in accordance with the Contract Disputes Act (41 U.S.C. §§7101-7109), as applicable. After an audit, Permuta will not subject Ordering Activity to another verification for at least one year. By exercising the rights and procedures described above, Permuta does not waive its rights to enforce these Terms or to protect its intellectual property by any other permissible means.

5. **Intellectual Property Rights**

5.1 <u>Grants.</u> Subject to these Terms and solely for Ordering Activity's internal purposes, Permuta grants to Ordering Activity a limited, non-transferable, and non-exclusive right and license, to, and permit its End Users to use the Software Products in the quantities ordered during a valid Subscription Term and (b) use the Hosted Services during a valid Subscription Term. Limits on storage volume, data throughput, page view capacity, consumption and concurrent user volumes may apply.

5.2 <u>License to Ordering Activity Data.</u> To the extent necessary to provide the Hosted Services and support Ordering Activity's intended use of the Hosted Services, Ordering Activity hereby grants to Permuta the right to (a) collect, process, copy, transmit, display, format and otherwise handle any Ordering Activity Data, and (b) host and store the Ordering Activity Data on Permuta's servers or Permuta's agent's servers.

5.3 <u>Ownership and Reservation of Rights.</u> As between the parties and subject to the express grants set forth in these Terms, (a) Ordering Activity owns all right, title and interest in and to the Ordering Activity Data, and (b) Permuta owns all right, title and interest in and to the Hosted Services (and any and all modifications to or derivative works of the Hosted Services), the Usage Data (as defined below), the Feedback and any and all Intellectual Property Rights embodied in or related to the Products, the Usage Data and/or the Feedback. Permuta reserves all rights not expressly granted to Ordering Activity in these Terms, and except as expressly set forth inthese Terms, no licenses are granted by Permuta to Ordering Activity under these Terms, whether by implication, estoppel or otherwise.

6. **Reserved.**

7. **Ordering Activity Support & Customer Support Program**

7.1 **Support Program Administration**

7.1.1　Eligibility. Ordering Activity must have an active Subscription to receive Ordering Activity Support.

7.1.2　Term: The Term of the Customer Support Plan Coincides with the Coverage Period of the associated Software Maintenance

7.1.3　Customer Support Coordinator. Permuta will designate two contacts to serve as the primary and secondary account managers to manage Permuta's responsibilities associated with the Customer Support Plan.

7.1.4　Enrollment Administrators.　Ordering Activity shall designate two contacts to serve as the primary and secondary enrollment administrators ("**Enrollment Administrator**") to manage Ordering Activity's responsibilities associated with its Support Plan.

7.1.5　Approved Requesters.　Ordering Activity shall designate approved requesters ("**Approved Requesters**") in accordance with the terms of the selected Support Plan.　Approved Requesters are presumed to have the authorization authority to request Support Tasks.

7.1.6　Modifications. Permuta may make commercially reasonable changes to the Ordering Activity Support program from time to time, without amendment to these Terms.

7.2　**Support Plans**

7.2.1　Included with each Subscription at no additional cost is automatic enrollment in the "Standard" Ordering Activity Support Plan.　Ordering Activity may select an alternative Support Plan prior to commencement of the Subscription Term.

7.2.2　The following Support Plans are available:

- **Standard** – The Standard Plan is included with SW Maintenance at no additional cost.　This Support Plan may be suitable for organizations with 1) mature deployments of Products or 2) limited support budgets. and/or organizations that 3) are not significantly impacted in the event of a service disruption.

- **Silver –** The Silver Plan is designed for organizations that 1) require periodic maintenance of a customer-specific solution minimally extending of one or two out-of-the-box DefenseReady capabilities and/or organizations that 2) are critically impacted in the event of a service Agreement.

- **Gold -** The Gold Plan is designed for for organizations that 1) require periodic maintenance of one or more customer-specific solutions moderately extending one or more of out-of-the-box DefenseReady capabilities; 2) require periodic maintenance of one minimally complex customer-specific capability produced by Permuta; 3) require access to cyber security support; and/or organizations that 4) are catastrophically impacted in the event of a service disruption.

- **Platinum** – The Platinum Plan is designed for organizations that 1) require periodic maintenance of one or more customer-specific solutions extensively extending one or more of out-of-the-box DefenseReady capabilities; 2) require periodic maintenance of one or more moderately complex customer-specific capabilities produced by Permuta; 3) require one or more managed projects in order to implement new capabilities or make major enhancements to existing capabilities; 4) require extensive access to cyber security support; and/or organizations that 5) are catastrophically impacted in the event of a service disruption.

- **OnBoard** – The OnBoard Plan is designed for new customers intending to use Products operationally within a 12-month time.

- **Pilot** – The Pilot Plan is designed for potential customers intending to conduct an operational pilot of Products for qualification, evaluation, and/or comparative purposes.

7.2.3   If Permuta provides a Fix in connection with Ordering Activity Support, each Fix is licensed under the same terms as the Product to which it applies.

7.3   **Support Task Request Process**

7.3.1   Support Tasks. Ordering Activity may only access Ordering Activity Support by requesting a Support Task through Ordering Activity's Approved Requesters. The Support Task is administered by the Account Manager(s), in cooperation with the Enrollment Administrator(s) and Approved Requesters. At no additional cost, Permuta may provide tools, resources, and software to facilitate the Support Task request process.

7.3.2   Types. The types of Support Tasks available to the Ordering Activity under these Terms are:

- **Advisory Support** - Advisory support is available for short-term advice and guidance from one of Permuta's Subject Matter Experts (SME) for problems not covered with problem resolution support as well as requests for consultative assistance for design, development, deployment and operation issues

- **Sustainment Support** – Sustainment support includes sustainment planning services, off-site integration test environments, update rollup testing, and periodic over the phone support for applying updates and performing major upgrades.

- **Problem Resolution Support (PRS)** - Problem resolution support is available for assistance with resolving problems with specific symptoms encountered while using the Products, where there is a reasonable expectation that the problem is caused by the Products. Problem Resolution Support is limited to off-site troubleshooting assistance,

problem identification, and solution recommendation. If Permuta determines a Product Fix is required to resolve a problem, Permuta will initiate a product fix in accordance with Permuta's established Product-Fix procedures at no cost to the.

- **Rapid On-Site Support (ROSS)** – Rapid onsite support is available to resolve Severity Level A (Critical) and 1 (Catastrophic) problems which cannot otherwise be resolved within 48 hours using other commercially reasonable means. Permuta's ability to provide rapid onsite support is subject to Permuta's resource availability, and the tasks performed will vary depending on the situation, environment, and business impact of the issue. Provided it is in accordance with FTR/JTR, as applicable, and Ordering Activity approves the travel expenses prior to travel, Permuta will redeem Support Credits to account for travel time at a rate of one Support Credit for each required non-business hour of travel not otherwise accounted for in the support.

- **Configuration Support** – Configuration support is available for Ordering Activities requiring minor configuration changes on a short-term basis.

- **Training Support** – Training support is available to support curriculum development and to conduct training.

- **Cyber Security Support** – Subject to availability of Permuta resources, cyber security support may be available to support Ordering Activity's cyber security needs in relation to its intended use of Products.

- **Scheduled On-Site Support** – Scheduled on-site Ordering Activity support is available for Ordering Activities subject to Permuta's resource availability and the tasks performed will vary depending on the situation, environment, and business impact of the issue. Permuta may redeem Support Credits to account for travel time at a rate of one half Support Credit for each required non-business hour of travel not otherwise accounted for in the support day.

- **Solution Development Support** – Solution development support is available for Ordering Activities requiring or engaged in a complex custom solution development effort following commercial best practices.

- **On-Boarding Support** - On-boarding support is available for new implementations and integration services of a new Ordering Activity.

7.4   **Support Credits**

7.4.1   Mc General. As part of the Ordering Activity's Support Plan, Permuta will issue Support Credits redeemable for Support Tasks. Credits may only be redeemed for 1) Support Tasks following the Support Task request process set forth in section 7.3 or 2) Managed Ordering Activity Support Projects as set forth in

section 7.5. Support Credits have no cash value, are non-transferrable and non-refundable. All Support Credits are valid for the term of the associated Subscription and expire immediately upon expiration of the Subscription Term or termination of Ordering Activity's Support Plan.

7.4.2   <u>Roll-Over Support Credits</u>. Permuta will reissue a limited quantity of expired support credits ("Roll-Over Support Credits") at the start of the associated Subscription's new term. Section 7.8 identifies the Roll-Over Support Credits limit for each available Support Plan. The reissue quantity will not exceed the limit of the expiring Support Plan or the Follow-On Support Plan associated with a new Subscription, whichever is lowest.

7.4.3   <u>Pre-determined Redemption Quantity</u>.   In accordance with appropriate procedures, Permuta will automatically accept and process Support Task requests of a type HAVING a pre-determined redemption quantity as set forth below in Section 7.4.5.

<u>Redemption Quantity Approval and Work Orders</u>.   A Ordering Activity Enrollment Administrator will be required to issue Permuta a written Authority to Proceed for Support Task Requests of a type NOT HAVING a pre-determined redemption quantity. The Authority to Proceed must specify an approved redemption quantity for each Support Task Request. Generally, pre-established Support Request Work Order process will be followed to accommodate applicable Support Task Requests. The Table below identifies commercially reasonable response time expectations that will serve as a the guidelines for both Permuta and the customer throughout the execution of the Support Task Work Order Process.

Severity	Limitations	Permuta's Expected Response	Customer's Expected Response
Severity Level 1: Catastrophic business impact	Work orders for Severity Level 1 Support must originate from Severity Level 1 Problem Resolution Support Request. Customers must be eligible for Severity Level 1 support. Work orders for Severity Level 1 Support Requests will be limited to the following types of tasks: Advisory Support, Sustainment Support, Rapid On-Site Support, Configuration Support, and Cyber Security Support. Permuta will accept an Authority to Proceed from Authorized Requesters or a Customer Sr. Manager or change control authority. Authorization may be provided over	• Upon determination a Work order is required, Permuta may provide a best-guess level of effort over the phone to which an acceptable approval authority may provide an Authorization to Proceed. • Once verbal Authorization to Proceed is provided, Permuta will work continuously to prepare and submit a work order for customer to approve electronically as soon as possible • If requested, Permuta will endeavor to provide Rapid On-Site Support within 48 hours and no less than 72 hours. • Permuta will work continuously to execute other support tasks.	• Customer will work continuously to approve work order as soon as possible. • Customer will work continuously to provide guidance, support, and access to resources as required during execution of support tasks. • If required, customers will take all preparation measures requested by Permuta prior to projected arrival of On-Site Support. • Customer will work continuously to verify successful execution of support tasks.

Severity	Limitations	Permuta's Expected Response	Customer's Expected Response
	the telephone or via email without immediately requiring a signature.		
Severity Level A: Critical business impact	Work orders for Severity Level A Support must originate from a Severity Level A Problem Resolution Support Request. Work orders for Severity Level A Support Requests will be limited to the following types of tasks: Advisory Support, Sustainment Support, Rapid On-Site Support, Configuration Support, and Cyber Security Support. Permuta will accept an Authority to Proceed from Authorized Requesters or a Customer Sr. Manager or change control authority. Authorization may be provided over the telephone or via email without immediately requiring a signature.	• Upon determination a Work order is required, Permuta will work continuously to prepare and submit a work order for customer to approve electronically as soon as possible. If electronic approval is not viable, verbal authorization to proceed will be accepted. • If requested, Permuta will endeavor to provide Rapid On-Site Support within 72 hours. • Permuta will work continuously to execute other support tasks.	• Customer will work continuously to approve work order as soon as possible. • Customer will work continuously to provide guidance, support, and access to resources as required during execution of support tasks. • If required, customers will take all preparation measures requested by Permuta prior to projected arrival of On-Site Support. • Customer will work continuously to verify successful execution of support tasks.
Severity Level B: Moderate business impact	Work orders for Severity Level B Support must originate from a Severity Level B Problem Resolution Support Request. Work orders for Severity Level B Support Requests will be limited to the following types of tasks: Advisory Support, Sustainment Support, Rapid On-Site Support, Configuration Support, and Cyber Security Support.	• Upon determination a Work Order is required, Permuta will initiate a work order and request verification of the customers objective within 8 business hours. • Upon customer's verification of the business objective, within 8 business hours, Permuta will determine a level of effort and submit it to the customer for authorization to proceed OR inform the customer additional time is required and provide a new estimated date and time of submission. • If requested, Permuta will endeavor to provide Rapid On-Site Support within 5 business days. • Permuta will work to complete tasks in accordance with the estimated completion dates identified in the approved work order.	• Customer will verify business objective within 8 business hours upon receiving the request for verification. • Customer will provide an authorization decision within 16 business hours upon receiving a request for authorization to proceed. • If requested, customers will take all preparation measures requested by Permuta prior to projected arrival of On-Site Support. • Customer will endeavor to provide timely guidance, support, and access to resources as required during execution of support tasks. • Customer will provide verification of successful execution of work order tasks within 16 business hours of being requested.
Severity Level C: Minimum	Work orders for Severity Level C Support Requests will be limited to the following types of tasks:	• Upon determination a Work Order is required, Permuta will initiate a work order and	• Customer will verify business objective within 16 business hours upon receiving the

Severity	Limitations	Permuta's Expected Response	Customer's Expected Response
business impact Or Routine Support	Advisory Support, Sustainment Support, Configuration Support, Training Support, Cyber Security Support, Scheduled On-Site Support, Solution Development Support, and On-Boarding Support.	request verification of the customers objective within 16 business hours. • Upon customer's verification of the business objective, within 16 business hours, Permuta will determine a level of effort and submit it to the customer for authorization to proceed OR inform the customer additional time is required and provide a new estimated date and time of submission. • Permuta will work to complete tasks in accordance with the estimated completion dates identified in the approved work order.	request for verification. • Customer will provide an authorization decision within 24 business hours upon receiving a request for authorization to proceed. • If requested, customers will take all preparation measures requested by Permuta prior to scheduled arrival of On-Site Support. • Customer will endeavor to provide timely guidance, support, and access to resources as required during execution of support tasks. • Customer will provide verification of successful execution of work order tasks within 72 business hours of being requested.

7.4.4 <u>Support Credit Redemption Rate</u>. Support Credits will be redeemed by Ordering Activity at the following rates for the Support Tasks listed below:

Support Task Type	Redemption Rate Unit	Support Credit Redemption Rate
Advisory Support	Hour	See Discipline Rate
Sustainment Support	Hour	See Discipline Rate
Problem Resolution Support	Case/Incident	1
Rapid On-Site Support	Person Day	During business hours: 10l off hours, weekends & holidaysl 15
Configuration Support	Hour	See Discipline Rate
Training Support	Hour	See Discipline Rate
Cyber Security Support	Hour	See Discipline Rate
Scheduled On-Site Support	Person Day	During business hours; 6; off hours, weekends, &

Support Task Type	Redemption Rate Unit	Support Credit Redemption Rate
		holidays:10
Solution Development Support	Managed Customer Support Project	FFCRAQ
On-Boarding Support	Managed Customer Support Project	FFCRAQ

[1] Under certain circumstances, credit redemption rate will be based on Discipline Rate or other factors. Permuta assumes customer's environment is configured in accordance with standard guidance or recommended best practices and the customer will make certain information available that is required for the problem resolution process. In the event the customer's environment does not comply with standard guidance or best practices, information is not made available, or otherwise does not provide commercially reasonable assistance in the problem resolution process, credit redemption rate will be based on the actual effort required to resolve the problem in accordance with Discipline Rates [1] Person Day is consists of 1 person up to and not exceeding 6 hours at a customer designated location .

Work Order Preparation	Request	2

Firm-Fixed Credit Redemption Allocation Quantity (FFCRAQ). For Managed Customer Support Projects, Permuta will use its standard estimation methodology to determine a Firm-Fixed Credit Redemption Allocation Quantity (FFCRAQ) that will be allocated to the Managed Customer Support Project. To assist customers in determining the reasonableness of the Credit Redemption Quantity, Permuta will provide a detailed basis for the FFCRAQ.

Discipline Rates. For support request types without a pre-defined Credit Redemption Rate, Permuta will apply the following Discipline Credit Redemption Rates (CRR) when determining a final Credit Redemption Quantity for a given support request

Customer Support Discipline	Credit / Labor Hour
Program Management	1.3 / Labor Hour
Training	0.8 / Labor Hour
Business Process Analysis	0.8 / Labor Hour
Requirements and Configuration	0.8 / Labor Hour
Custom Coding	1 / Labor Hour
Quality and Testing	0.8 / Labor Hour
Infrastructure	1.2 / Labor Hour
Integration and Interfaces	1.2 / Labor Hour
Data Migration	1.2 / Labor Hour
Cyber Security	1.5 / Labor Hour
Subject Matter Expert	1.5 / Labor Hour

7.4.1 Sufficient Credits. The Ordering Activity is responsible for ensuring it maintains a sufficient Support Credit balance as required to avoid disrupting or otherwise negatively impacting its intended use of Products. Permuta may refuse to perform Support Tasks if Ordering Activity has insufficient Support Credits.

7.5   **Managed Ordering Activity Support Projects**

   7.5.1   <u>Managed Ordering Activity Support Project</u>. As part of an eligible Support Plan and when appropriate, Permuta may perform certain support services as Managed Ordering Activity Support Projects ("Projects"). Projects will be used to deliver to Ordering Activity mutually agreed to deliverables ("Deliverables") to address requirements related to the Ordering Activity's desired use of the Products.

   7.5.2   <u>Statement of Work</u>. Permuta will perform Projects in accordance with Permuta's commercially reasonable standard patterns and practices for processes, documentation, communication, design, configuration, customization, code, test, and operational support. Permuta shall only perform Projects if the parties have executed, and subject to, a mutually agreed to statement of work ("SOW") documenting the specific terms and conditions (including those relating to intellectual property rights) governing such Support Services and Deliverables. Ordering Activity and Permuta agree to each perform its respective obligations in each SOW.

   7.5.3   <u>Support Credit Redemption Plan</u>. The terms of the Project SOW shall include a Support Credit Redemption Plan specifying a fixed quantity of Support Credits the Ordering Activity would be required to redeem and the redemption scheduled.

   7.5.4   <u>Sufficient Credits</u>. The Ordering Activity is responsible for ensuring it maintains a sufficient Support Credit balance as required by the Support Credit Redemption Plan without disrupting or otherwise negatively impacting its intended use of the Products.

7.6   **Response Levels**

   When submitting a Support Request, Ordering Activity is responsible for specifying the initial severity level in consultation with Permuta in accordance with the Ordering Activity situation.   The Support Request severity level will determine Permuta's expected response and Ordering Activity's expected response as identified in the table below.

Severity	Situation	Permuta's Expected Response	Ordering Activity's Expected Response
1. Submission via phone only	Catastrophic business impact: Complete loss of a core (mission critical) business process and work cannot reasonably continue Needs immediate attention	1st call response in 1 hour or less. Permuta's resources at Ordering Activity site as soon as possible. Continuous effort on a 24x7 basis Rapid escalation within Permuta to product teams Notification of	Notification of Ordering Activity senior executives Allocation of appropriate resources to sustain continuous effort on a 24x7 basis Rapid access and response from change control authority

Severity	Situation	Permuta's Expected Response	Ordering Activity's Expected Response
		Permuta's senior executives	
A. Submission via phone only	Critical business impact: Significant loss or degradation of services Needs attention within 1 hour	1st call response in 1 hour or less Permuta's resources at Ordering Activity site as required. Continuous effort on a 24x7 basis Notification of Permuta's senior managers	Allocation of appropriate resources to sustain continuous effort on a 24x7 basis Rapid access and response from change control authority Management notification
B. Submission via phone or web	Moderate business impact: Moderate loss or degradation of services but work can reasonably continue in an impaired manner. Needs attention within 2 Business Hours	Initial response in 4 Business Hours or less Effort during Business Hours only	Allocation of appropriate resources to sustain Business Hours continuous effort Access and response from change control authority within 4 Business Hours
C. Submission via phone or web	Minimum business impact: Substantially functioning with minor or no impediments of services. Needs attention within 4 Business Hours	Initial response in 8 Business Hours or less Effort during Business Hours only	Accurate contact information on case owner Responsive within 24 hours

7.7 **Support Plan Credits**

Permuta will issue Support Credits as they are earned, either monthly or annually. For purchases placed under these Terms, the Support Credits will be earned in accordance with the following table.

Quantity of Support Credits earned per Unit of each Applicable Product Type by Support Plan						
Product Type	**Standard**	**Silver**	**Gold**	**Platinum**	**OnBoard**	**Pilot**
Mission Owner 12 Month SL	36	120	240	480	2400	1800
User Subscriber License/ Basic User CAL	0.03	0.22	0.36	0.52	1.03	5.15
Member Subscriber License/ Essential	0.012	0.022	0.036	0.052	0.103	0.515

Quantity of Support Credits earned per Unit of each Applicable Product Type by Support Plan						
Product Type	Standard	Silver	Gold	Platinum	OnBoard	Pilot
CAL						
Additional Prod Instance (12 Months)	36	36	72	108	120	120
Data Integration (12 Months)	12	12	18	24	40	40
Ordering Activity Portal (12 Months)	36	72	144	216	360	240

7.8   **Support Plan Terms, Conditions, and Limitations**

Applicable Terms, Conditions, and Limitations by Support Plan						
Term, Condition, or Limitation	Standard	Silver	Gold	Platinum	OnBoard	Pilot
Minimum Subscription Term	12 months	12 months	12 months	12 months	12 months	6 months
Eligible for Advisory Support	Yes	Yes	Yes	Yes	Yes	Yes
Eligible for Sustainment Support	Yes	Yes	Yes	Yes	Yes	Yes
Eligible for Problem Resolution	Yes	Yes	Yes	Yes	Yes	Yes
Eligible for Rapid On-Site Support	No	Yes	Yes	Yes	Yes	Yes
Eligible for Configuration Support	No	Yes	Yes	Yes	Yes	Yes
Eligible for Training Support	No	Yes	Yes	Yes	Yes	Yes
Eligible for Cyber Security Support	No	No	Yes	Yes	Yes	Yes
Eligible for Scheduled On-Site	No	No	No	Yes	Yes	Yes

Applicable Terms, Conditions, and Limitations by Support Plan						
Term, Condition, or Limitation	Standard	Silver	Gold	Platinum	OnBoard	Pilot
Support						
Eligible for Credit Redemption Plan	No	No	No	Yes	Yes	Yes
Eligible for Solution Development Support	No	No	No	Yes	Yes	Yes
Eligible for On-Boarding Support	No	No	No	No	Yes	Yes
Available Response Level	C	A, B, C	1, A, B, C	1, A, B, C	1, A, B, C	A, B, C
Rollover Support Credits	N/A	25	50	100	200	200
Allowed Number of Approved Requestors (Other than admins)	N/A	1	2	4	2	2

7.9 **Additional Support Services Provisions.**

7.9.1 Ordering Activity may not, unless specifically authorized by Permuta in writing, i) rent, lease, lend or host any Deliverables (including any computer code or materials that Permuta leaves with Ordering Activity at the conclusion of Permuta's performance of Services) or Fixes; ii) reverse engineer, de-compile or disassemble Fixes or Deliverables, except to the extent expressly permitted by applicable law; or iii) transfer licenses to, or sublicense, Fixes or Deliverables to any government entity or quasi-governmental entity or any other third party.

7.9.2 Permuta may request that Microsoft deliver Problem Resolution Support on Permuta's behalf to Ordering Activity subject to the terms and conditions set forth in these Terms. Permuta will coordinate and participate in the delivery of subcontracted Microsoft services. In order for Permuta to provide subcontracted Microsoft services, Ordering Activity will be required to provide consent to provide the required contact information to Microsoft.

8.   **Service Level Agreement.**

If Permuta does not achieve and maintain the service levels as described in Section 8.4 for the applicable Hosted Services, then Ordering Activity may be eligible for a credit towards its monthly service fees for the applicable Hosted Services (a "**Service Credit**"). Permuta will not modify the terms of the SLA during a Subscription Term.

8.1   **Claims**

In order for Permuta to consider a claim that Permuta did not meet the SLA, Ordering Activity must submit the claim to Ordering Activity support at Permuta (in the manner requested by Permuta) including all information necessary for Permuta to validate the claim, including but not limited to: (i) a detailed description of the Incident; (ii) information regarding the time and duration of the Downtime; (iii) the number and location(s) of affected End Users (if applicable); and (iv) descriptions of Ordering Activity's attempts to resolve the Incident at the time of occurrence.

Claims must be received by the end of the calendar month following the month in which the Incident occurred. For example, if the Incident occurred on February 15th, Permuta must receive the claim and all required information by March 31st. Claims not submitted in accordance with this Section 8.1 are waived.

Permuta will evaluate the information provided by Ordering Activity in respect of a SLA claim and make a good faith determination of whether a Service Credit is owed. Permuta will use commercially reasonable efforts to process claims during the subsequent month or within forty-five (45) days of receipt, whichever is later. Ordering Activity must be in compliance with the Agreement in order to be eligible for a Service Credit. If Permuta determines that a Service Credit is owed to Ordering Activity, Permuta (or Reseller) will apply the Service Credit to Ordering Activity's applicable monthly services fees due for the immediately following month after such determination.

8.2   **Sole Remedy for Failure to Meet SLA**

Service Credits are Ordering Activity's sole and exclusive remedy for any performance or availability issues for any Hosted Services. Ordering Activity may not set off any fees due under these Terms for any performance or availability issues with the Hosted Services.

Service Credits apply only to fees paid for the particular Hosted Service for which the applicable SLA has not been met. The Service Credits awarded in any billing month for a particular Hosted Service will not, under any circumstance, exceed Ordering Activity's monthly service fees for that Hosted Service, as applicable, in such billing month.

8.3   **Limitations**

This SLA and any applicable Service Levels do not apply to any performance or availability issues:

- Due to a Force Majeure Event affecting Permuta (for example, natural disaster, war, acts of terrorism, riots, government action, or a network or device failure external to our data centers, including at Ordering Activity's site or between Ordering Activity's site and the hosting facility);

- That result from the use of services, hardware, or software not provided by Permuta, including, but not limited to, issues resulting from inadequate bandwidth or related to third-party software or services;

- Caused by Ordering Activity's use of the Hosted Services after Permuta advised Ordering Activity to modify its use of the Hosted Services, if Ordering Activity did not modify its use as advised;

- During or with respect to Previews or to purchases made using Permuta subscription credits;

- That result from Ordering Activity's unauthorized action or lack of action when required, or from Ordering Activity's employees, agents, contractors, or vendors, or anyone gaining access to Permuta's network by means of Ordering Activity Security Credentials or equipment, or otherwise resulting from Ordering Activity's failure to follow appropriate security practices;

- That result from Ordering Activity's failure to adhere to any required configurations, use supported platforms, follow any policies for acceptable use, or Ordering Activity use of the Hosted Service in a manner inconsistent with the features and functionality of the Hosted Service (for example, attempts to perform operations that are not supported) or inconsistent with published guidance;

- That result from faulty input, instructions, or arguments (for example, requests to access files that do not exist);

- That result from Ordering Activity's attempts to perform operations that exceed prescribed quotas or that resulted from Permuta's throttling of suspected abusive behavior; or

- Due to Ordering Activity's use of Hosted Service features that are outside of associated Ordering Activity support windows.

8.4 **Applicable Hosted Services**

The applicable hosted services and the corresponding SLA terms are identified below.

8.4.1 DefenseReady, CHS Edition

Downtime: Any period of time when End Users are unable to login to their instance of the Hosted Services.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{Service\ Minutes - Downtime}{Service\ Minutes} \times 100$$

where Downtime is measured in service-minutes; that is, for each month, Downtime is the sum of the length (in minutes) of each Incident that occurs during that month multiplied by the number of services impacted by that Incident.

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	5%
< 99%	10%

Monthly Uptime Percentage	Service Credit
< 95%	50%
< 85%	75%
< 75%	100%

8.4.2 DefenseReady for Mission Owner Members, CHS Edition

Downtime: Any period of time when End Users are unable to read or write any service data for which they have appropriate permission but this does not include non-availability of service add-on features.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{User\ Minutes\ -\ Downtime}{User\ Minutes}\ x\ 100$$

where Downtime is measured in user-minutes; that is, for each month, Downtime is the sum of the length (in minutes) of each Incident that occurs during that month multiplied by the number of End Users impacted by that Incident.

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	5%
< 99%	10%
< 95%	50%
< 85%	75%
< 75%	100%

8.4.3 DefenseReady for Mission Owner Users, CHS Edition

Downtime: Any period of time when End Users are unable to read or write any service data for which they have appropriate permission but this does not include non-availability of service add-on features.

Monthly Uptime Percentage: The Monthly Uptime Percentage is calculated using the following formula:

$$\frac{User\ Minutes\ -\ Downtime}{User\ Minutes}\ x\ 100$$

where Downtime is measured in user-minutes; that is, for each month, Downtime is the sum of the length (in minutes) of each Incident that occurs during that month multiplied by the number of End Users impacted by that Incident.

Service Credit:

Monthly Uptime Percentage	Service Credit
< 99.9%	5%
< 99%	10%
< 95%	50%
< 85%	75%
< 75%	100%

9. **Representations, Warranties and Disclaimers.**

9.1 **General Representations and Warranties.** Each party represents and warrants that (a) it is validly existing and in good standing under the laws of the place of its establishment or incorporation, (b) it has full corporate power and authority to execute, deliver and perform its obligations under these Terms, (c) the person signing these Terms on its behalf has been duly authorized and empowered to accept these Terms, and (d) these Terms are valid, binding and enforceable against it accordingly.

9.2 **Additional Warranties.**

9.2.1 For a period of one year from the commencement of the applicable Ordering Activity Subscription Term (the "**Warranty Period**") Permuta represents and warrants that it will use commercially reasonable efforts to cause the Hosted Services to conform, in all substantial respects, to the Permuta's then-current technical documentation for the Hosted Services. If it does not, and Ordering Activity notifies Permuta within the Warranty Period, then Permuta will, at its option, (1) return the price Ordering Activity paid for the non-performing Hosted Services (prorated for any period of usage by Ordering Activity) or (2) repair or replace the Hosted Services. Ordering Activity waives any breach of warranty claims not made during the Warranty Period.

9.2.2 Permuta warrants that all Ordering Activity Support will be performed with professional care and skill. If Permuta fails to do so and Ordering Activity notifies Permuta within 90 days of the date of performance, then Permuta will re-perform the Ordering Activity Support.

9.2.3 The remedies above are Ordering Activity's sole remedies for breach of the warranties in this Section 9.2. The warranties in these Terms do not apply to problems caused by accident, abuse or use inconsistent with these Terms, including failure to meet minimum system requirements.

9.3 **Disclaimers of Warranty**. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH IN SECTION 9.1 and 9.2, PERMUTA DISCLAIMS ANY AND ALL REPRESENTATIONS OR WARRANTIES (EXPRESS OR IMPLIED, ORAL OR WRITTEN) WITH RESPECT TO THESE TERMS, HOSTED SERVICES AND ANY THIRD-PARTY SERVICES, WHETHER ALLEGED TO ARISE BY OPERATION OF LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE, BY COURSE OF DEALING OR OTHERWISE, INCLUDING ANY AND ALL: (A) IMPLIED WARRANTIES OF MERCHANTABILITY; (B) EXPRESS WARRANTIES OF FITNESS OR SUITABILITY FOR ANY PURPOSE (WHETHER OR NOT PERMUTA KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE AWARE OF ANY SUCH PURPOSE); OR

(C) WARRANTIES OF NONINFRINGEMENT OR CONDITION OF TITLE, LOSS OF DATA, TIMELINESS OR SECURITY. THE HOSTED SERVICES AND SOFTWARE AND ALL ACCOMPANYING MATERIALS ARE PROVIDED BY PERMUTA AS-IS. PERMUTA DOES NOT GUARANTEE THAT THE HOSTED SERVICES OR SOFTWARE WILL BE FREE OF ERRORS.

10. **Reserved.**

11. **Reserved**.

12. **Effect of Termination.**

12.1 **Effect of Termination**. Upon any termination or expiration of the Subscription: (a) all rights and licenses granted to Ordering Activity under these Terms will immediately cease; (b) Ordering Activity will immediately pay to Permuta all amounts due and payable up to the effective date of termination of the Subscription; . Notwithstanding any terms to the contrary in these Terms, Sections 1.2, 4, 5, 9.3, 10, 12.1, and 13 will survive any termination or expiration of the Subscription.

12.2 **Data Retention**. Permuta will retain Ordering Activity Data stored on the Hosted Service in a limited function account for ninety (90) days (the "Wind Down Period") after expiration or termination of the applicable Subscription. Ordering Activity is responsible for extracting all of its Ordering Activity Data during the Wind Down Period. After the Wind Down Period, Permuta will disable Ordering Activity's account and delete all Ordering Activity Data without further notice to Ordering Activity. Permuta has no liability for the deletion of Ordering Activity Data in accordance with this Section 12.2.

13. Other Provisions.

13.1 Reserved.

13.2 Independent Contractors. Neither party will, for any purpose, be deemed to be an agent, franchisor, franchise, employee, representative, owner or partner of the other party, and the relationship between the parties will only be that of independent contractors. Neither party will have any right or authority to assume or create any obligations or to make any representations or warranties on behalf of any other party, whether express or implied, or to bind the other party in any respect whatsoever.

13.3 Governing Law and Venue. 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, Permuta 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.the Agreement shall be governed under applicable U.S. Federal law.

13.4 Microsoft Products and Services and Other Third-Party Services. Ordering Activity acknowledges and agrees that Permuta uses third-party software and services in connection with the Services ("Third-Party Services"), and Permuta may charge Ordering Activity for the Third Party Services as part of Ordering Activity's bill for the Products. Ordering Activity agrees to abide by the terms and conditions provided by Permuta with respect to the Third-Party Services, including the Microsoft Cloud Agreement attached to this Agreement as Exhibit A and incorporated by reference into this Agreement (the "Microsoft Cloud Agreement"). All Microsoft products (whether software, online services or otherwise) are Third Party Services. Ordering Activity also agrees that the

Microsoft Cloud Agreement shall be deemed incorporated by reference into the Government Contract pursuant to which Ordering Activity purchases the Products, regardless if the Microsoft Cloud Agreement is actually attached to the Government Contract.

13.5   Reserved.

13.6   Reserved.

13.7   Reserved.

13.8   Reserved.

13.9   Reserved.

13.10   Subcontractors. Permuta may hire subcontractors to provide services (including Support Services) on its behalf. Any such subcontractors will be required to act consistently with these Terms and will only be permitted to obtain Ordering Activity Data to deliver the services Permuta is obligated to provide and will be prohibited from using Ordering Activity Data for any other purpose. Permuta shall remain responsible for the actions of its subcontractors.

14.   **Definitions.**

"**Affiliate**" means,

- for Permuta, any legal entity that owns or controls, is owned or controlled by, or is under common ownership or control with, Permuta; and

- for Ordering Activity, any entity that is an office, agency, department or other subdivision of that Ordering Activity controlled by or under common control with Ordering Activity.

For this definition, "ownership" means owning more than 50% of applicable interests, and "control" means the legal right to bind contractually and exercise decision power over administration, finances, and operations.

"**Authority to Operate (ATO)**" means the official management decision given by a senior organizational official to authorize operation of an information system and to explicitly accept the risk to organizational operations (including mission, functions, image, or reputation), organizational assets, individuals, other organizations, and the Nation based on the implementation of an agreed-upon set of security controls.

"**Business Hours**" means as 9:00 AM to 5:30 PM Eastern Standard Time, excluding Federal holidays and weekends.

"**Change of Control**" means any of the following: (a) any transaction or series of transactions resulting in the change in beneficial ownership of the voting securities representing at least fifty percent (50%) of the total voting power of a party, excluding any initial public offering of its common stock , (b) a merger of a party with or into another party, whether or not the party is the surviving entity, or (c) the

sale or other transfer of more than fifty percent (50%) of a party's assets whether in a single transaction or series of transactions.

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"**Ordering Activity Data**" means all data, including all text, sound, video, or image files, and software, that are provided to Permuta by, or on behalf of, Ordering Activity through use of the Products.

"**Ordering Activity Support**" means the support and maintenance services provided by or on behalf of Permuta to Ordering Activity with respect to the Products under these Terms.

"**Downtime**" is defined for each Product in Section 8. Downtime does not include Downtime scheduled by Permuta in advance. Downtime does not include unavailability of a Product due to limitations described in Section 8.3.

"**End User**" means any person Ordering Activity permits to access Ordering Activity Data hosted in the Products or otherwise uses the Products. Employees of Affiliates of Ordering Activity may be End Users.

"**Feedback**" means any suggestions, comments or other feedback provided by Ordering Activity to Permuta or Reseller with respect to Permuta or the Products.

"**Follow-on Support Plan**" means a future Support Plan associated with a Subscription renewal.

"**Fixes**" are fixes, modifications or enhancements, or their derivatives for the Products, that Permuta either releases generally (such as service packs) or that Permuta provides to Ordering Activity to address a specific issue.

"**Government Contract**" means the binding agreement between Ordering Activity and Reseller under which Ordering Activity orders Products from Reseller and Reseller binds Ordering Activity to these Terms.

"**Hosted Services**" means the hosted services provided by Permuta, directly or indirectly, to Ordering Activity.

"**Incident**" in the context of the SLA, means (i) any single event, or (ii) any set of events, that result in Downtime.

"**Intellectual Property Rights**" means all patent rights, copyrights, moral rights, trademark rights, trade secret rights and any other form of intellectual property rights recognized in any jurisdiction, including applications and registrations for any of the foregoing.

"**Microsoft**" means Microsoft Corporation.

"**Permuta-Provided Data**" means any data provided by Permuta to Ordering Activity under these Terms, including Sample Data. Permuta-Provided Data excludes Ordering Activity Data.

"**Previews**" means preview, trial, beta, or other pre-release version or feature of the Products offered by Permuta to obtain Ordering Activity feedback.

"**Receiving Party**" means the party that receives Confidential Information from the Disclosing Party.

"**Reseller**" means any reseller authorized by Permuta to resell the Products to Ordering Activity.

"**Roll-Over Support Credits**" means a limited quantity of expired support credits reissued in a Follow-on Support Plan in accordance with section 7.4.2.

"**Sample Data**" means data in, originating from, or derived from an information system consumable form that mimics or is representative of real-world operational data which may be used for testing, demonstrations or other purposes and that is made available to Ordering Activity under these Terms.

"**Security Categorization**" means the characterization of information or an information system based on an assessment of the potential impact that a loss of confidentiality, integrity, or availability of such information or information system would have on organizational operations, organizational assets, individuals, other organizations, and the Nation.

"**Security Control**" means a safeguard or countermeasure prescribed for an information system or an organization designed to protect the confidentiality, integrity, and availability of its information and to meet a set of defined security requirements.

"**Security Policy**" means the collective policies and procedures of Hosted Service followed by Permuta to establish and maintain the Hosted Service's Trustworthiness as required by Ordering Activity.

"**SLA**" means Service Level Agreement, which specifies the minimum service level of the Hosted Services.

"**Software**" means any software provided by Permuta, directly or indirectly, to Ordering Activity. Software does not include Hosted Services but Hosted Services may include Software.

"**Subscription**" means an enrollment by Ordering Activity for Products for a defined Subscription Term.

"**Subscription Term**" means the length of time that Ordering Activity has rights to access the Products. Subscriptions shall be twelve (12) months from the date of Ordering Activity's purchase of the Products as stated in the applicable purchase order.

"**Support Credits**" are allotments for Ordering Activity Support that are earned either monthly or annually with an Ordering Activity Support Plan.

"**Support Credit Redemption Plan**" means a detailed plan for redeeming no less than 500 Support Credits in support of a specific Ordering Activity initiative or set of requirements related to the Ordering Activity's desired use of Products.

"**Support Plan**" means one of the support plans listed in Section 7.2 in which Ordering Activity enrolls during a Subscription Term.

"**Support Task**" means a specific instance of Ordering Activity's access to Permuta expertise or technical support in connection with a Ordering Activity Support Plan.

"System Security Plan" means a formal document that provides an overview of the security requirements for an information system and describes the security controls in place or planned for meeting those requirements.

"Trustworthiness" means the degree to which Hosted Service, against a full range of threats, can be expected to preserve the confidentiality, integrity, and availability of the Ordering Activity information it processes, stores or transmits.

"**Use Rights**" means the rights of members, users, mission owners, and other End Users to use the Software as described by Permuta herein.

Exhibit A

Microsoft Cloud Agreement

This Microsoft Cloud Agreement is incorporated into the Government Contract entered into between the Ordering Activity who is a Government entity ("Ordering Activity") and the person or entity who has entered into a prime contract with the Government ("Contractor") as an addendum and governs Ordering Activity's use of the Microsoft Products. It consists of the terms and conditions below, Use Rights, SLA, and all documents referenced within those documents (together, the "agreement"). It is effective on the date that the Contractor provisions the Ordering Activity's Subscription. Key terms are defined in Section 10.

Grants, rights and terms.

All rights granted under this agreement are non-exclusive and non-transferable and apply as long as neither Ordering Activity nor any of its Affiliates is in material breach of this agreement.

    a. **Software.** Upon acceptance of each order, Microsoft grants Ordering Activity a limited right to use the Software in the quantities ordered.

        (i) Use Rights. The Use Rights in effect when Ordering Activity orders a Subscription License for Software will apply to Ordering Activity's use of the version of the Software that is current at the time. For future versions and new Software, the Use Rights in effect when those versions and Software are first released will apply if agreed to by all parties in writing. Changes Microsoft makes to the Use Rights for a particular version will not apply unless Ordering Activity chooses to have those changes apply.

        (ii) Temporary licenses. Licenses available on a subscription basis are temporary.

    b. **Online Services.** Ordering Activity may use the Online Services as provided in this agreement.

(i) **Online Services Terms**. The Online Services Terms in effect when Ordering Activity orders a Subscription to an Online Service will apply for the applicable Subscription term. For Online Services that are billed periodically based on Consumption Offerings, as described in Section 2.a, below, the Online Services Terms current at the start of each billing period will apply to usage during that period if agreed to by all parties in writing.

(ii) **Reserved**.

(iii) **End Users.** Ordering Activity controls access by End Users, and is responsible for their use of the Product in accordance with this agreement. For example, Ordering Activity will ensure End Users comply with the Acceptable Use Policy.

(iv) **Ordering Activity Data.** Ordering Activity is solely responsible for the content of all Ordering Activity Data. Ordering Activity will secure and maintain all rights in Ordering Activity Data necessary for Microsoft to provide the Online Services to Ordering Activity without violating the rights of any third party or otherwise obligating Microsoft to Ordering Activity or to any third party. Microsoft does not and will not assume any obligations with respect to Ordering Activity Data or to Ordering Activity's use of the Product other than as expressly set forth in this agreement or as required by applicable law.

(v) **Responsibility for Ordering Activity's accounts.** Ordering Activity is responsible for maintaining the confidentiality of any non-public authentication credentials associated with Ordering Activity's use of the Products. Ordering Activity must promptly notify Ordering Activity support about any possible misuse of Ordering Activity's accounts or authentication credentials, or any security incident related to the Products.

c. **Reservation of rights.** Products are protected by copyright and other intellectual property rights laws and international treaties. Microsoft reserves all rights not expressly granted in this agreement. No rights will be granted or implied by waiver or estoppel. Rights to accessor use Software on a device do not give Ordering Activity any right to implement Microsoft patents or other Microsoft intellectual property in the device itself or in any other software or devices.

d. **Restrictions.** Ordering Activity may use the Product only in accordance with this agreement. Ordering Activity may not (and is not licensed to): (1) reverse engineer, decompile or disassemble any Product or Fix, or attempt to do so; (2) install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to any other license terms; or (3) work around any technical limitations in a Product or Fix or restrictions in Product documentation. Ordering Activity may not disable, tamper with, or otherwise attempt to circumvent any billing mechanism that meters Ordering Activity's use of the Products.
Except as expressly permitted in this agreement or Product documentation, Ordering Activity may not distribute, sublicense, rent, lease, lend, resell or transfer and Products, in whole or in part, or use them to offer hosting services to a third party.

e. **Preview releases.** Microsoft may make Previews available. **Previews are provided "as-is," "with all faults," and "as-available," and are excluded from the SLA and all limited warranties provided in this agreement.** Previews may not be covered by Ordering Activity support. Previews may be subject to reduced or different security, compliance, and privacy commitments, as further explained in the Use Rights and any additional notices provided with the Preview. Microsoft may change or discontinue Previews at any time without notice. Microsoft also may choose not to release a Preview into "General Availability."

f. **Verifying compliance for Products.**

(i) **Right to verify compliance.** Ordering Activity must keep records relating to all use and distribution of Products by Ordering Activity and its Affiliates. **Subject to applicable Government security requirements,** Microsoft has the right, at its expense, to verify

compliance with the Products' license terms. Ordering Activity must promptly provide any information reasonably requested by the independent auditors retained by Microsoft in furtherance of the verification, including access to systems running the Products and evidence of licenses for Products that Ordering Activity hosts, sublicenses, or distributes to third parties. Ordering Activity agrees to complete Microsoft's self-audit process, which Microsoft may request as an alternative to a third-party audit.

(ii) **Remedies for non-compliance.** If verification or self-audit reveals any unlicensed use of Products, then within 30 days Microsoft will promptly invoice Ordering Activity additional license fees sufficient to cover the unauthorized use revealed by the audit. Notwithstanding the foregoing, nothing in this section prevents the Ordering Activity from disputing any invoice in accordance with the Contract Disputes Act (41 U.S.C. §§7101-7109), if and as applicable. Microsoft will not subject Ordering Activity to another verification for at least one year. By exercising the rights and procedures described above, Microsoft does not waive its rights to enforce this agreement or to protect its intellectual property by any other legal means.

(iii) **Verification process.** Microsoft will notify Ordering Activity at least 30 days in advance of its intent to verify Ordering Activitys' compliance with the license terms for the Products Ordering Activity and its Affiliates use or distribute. Microsoft will engage an independent auditor, which will be subject to a confidentiality obligation. Any information collected in the self-audit will be used solely for purposes of determining compliance. This verification will take place during normal business hours and in a manner that does not unreasonably interfere with Ordering Activity's operations.

Subscriptions, ordering.

a. **Available Subscription offers.** The Subscription offers available to Ordering Activity will be established by the Government Contract and generally can be categorized as one or a combination of the following:

(i) **Online Services Commitment Offering.** Ordering Activity commits in advance to purchase a specific quantity of Online Services for use during a Term and to pay upfront or on a periodic basis for continued use of the Online Service. Online Services Commitment Offerings are also referred to as "License Plans" in the Product Terms.

(ii) **Consumption Offering (also called Pay-As-Ordering Activity-Go).** Ordering Activity pays based on actual usage with no upfront commitment. Consumption Offerings are billed according to Consumption Rates, as defined in the Product Terms.

(iii) **Limited Offering.** Ordering Activity receives a limited quantity of Online Services for a limited term without charge (for example, a free trial) or as part of another Microsoft offering (for example, MSDN). Provisions in this agreement with respect to the SLA and data retention may not apply.

(iv) **Software Commitment Offering.** Ordering Activity commits in advance to purchase a subscription for a specific quantity of Software for use during a Term and to pay upfront or on a periodic basis for continued use of the Software.

b. **Ordering.**

(i) Orders must be placed through the Contractor. Ordering Activity may place orders for its Affiliates under this agreement and grant its Affiliates administrative rights to manage the Subscription, but, Affiliates may not place orders under this agreement. Ordering Activity also may assign the rights granted under Section 1.a and 1.b to a third party for use by that third party in Ordering Activity's internal business. If Ordering Activity grants any rights to Affiliates or third parties with respect to Software or Ordering Activity's Subscription, such Affiliates or third parties will be bound by this

agreement and Ordering Activity agrees to be jointly and severally liable for any actions of such Affiliates or third parties related to their use of the Products.

    (ii) The Contractor may permit Ordering Activity to modify the quantity of Products ordered during the Term of a Subscription. Additional quantities of Products added to a Subscription will expire at the end of that Subscription.

c. Pricing and payment. Prices for each Product and any terms and conditions for invoicing and payment will be established by the Contractor in accordance with the GSA Pricelist.

d. Renewal.

    (i) Reserved.

    (ii) Reserved.

e. Eligibility. Ordering Activity's must qualify as Federal Agencies or State/Local Governments. Microsoft reserves the right to verify eligibility at any time and suspend the Product if the eligibility requirements are not met.

f. Taxes. The parties are not liable for any of the taxes of the other party that the other party is legally obligated to pay, and which are incurred or arise in connection with or related to the transactions contemplated under this agreement, and all such taxes will be the financial responsibility of the party who is obligated by operation of law to pay such tax. Microsoft shall state separately on invoices taxes excluded from the fees, and the Ordering Activity agrees either to pay the amount of the taxes (based on the current value of the equipment) or provide evidence necessary to sustain an exemption, in accordance with FAR 52.229-1 and FAR 52.229-3

Term, termination.

a. Agreement term and termination. This agreement will remain in effect until the expiration or termination of the Government Contract, whichever is earliest.

b. Cancel a Subscription. The Government Contract will establish the terms and conditions, if any, upon which Ordering Activity may cancel a Subscription.

Security, privacy, and data protection.

a. Reseller Administrator Access and Ordering Activity Data. Ordering Activity acknowledges and agrees that (i) the Contractor will be the primary administrator of the Online Services for the Term and will have administrative privileges and access to Ordering Activity Data, however, Ordering Activity may request additional administrator privileges from its Contractor; (ii) Ordering Activity can, at its sole discretion and at any time during the Term, terminate its Contractor's administrative privileges; (iii) the Contractor's privacy practices with respect to Ordering Activity Data or any services provided by the Contractor are subject to the terms of the Government Contract and may differ from Microsoft's privacy practices; and (iv) the Contractor may collect, use, transfer, disclose, and otherwise process Ordering Activity Data, including personal data. Ordering Activity consents to Microsoft providing the Contractor with Ordering Activity Data and information that Ordering Activity provides to Microsoft for purposes of ordering, provisioning and administering the Online Services.

b. Ordering Activity consents to the processing of personal information by Microsoft and its agents to facilitate the subject matter of this agreement. Ordering Activity may choose to provide personal information to Microsoft on behalf of third parties (including Ordering Activity'scontacts, resellers, distributors, administrators, and employees) as part of this agreement. Ordering Activity will obtain all required consents from third parties under applicable privacy and data protection laws before providing personal information to Microsoft.

c. Additional privacy and security details are in the Online Services Terms. The commitments made in the Online Services Terms only apply to the Online Services purchased under this agreement and not to any services or products provided by the Contractor.

d. As and to the extent required by law, Ordering Activity shall notify the individual users of the Online Services that their data may be processed for the purpose of disclosing it to law enforcement or other governmental authorities as directed by the Contractor or as required by law, and Ordering Activity shall obtain the users' consent to the same.

Warranties.

    a. **Limited warranty.**

        (i) **Software.** Microsoft warrants that each version of the Software will perform substantially as described in the applicable Product documentation for one year from the date Ordering Activity is first licensed for that version. If it does not, and Ordering Activity notifies Microsoft within the warranty term, then Microsoft will, at its option, (1) return the price Ordering Activity paid for the Software license or (2) repair or replace the Software.

        (ii) **Online Services.** Microsoft warrants that each Online Service will perform in accordance with the applicable SLA during Ordering Activity's use. Ordering Activity's remedies for breach of this warranty are in the SLA.

The remedies above are Ordering Activity's sole remedies for breach of the warranties in this section.

    b. **Exclusions.** The warranties in this agreement do not apply to problems caused by accident, abuse or use inconsistent with this agreement, including failure to meet minimum system requirements. These warranties do not apply to free or trial products, Previews, Limited Offerings, or to components of Products that Ordering Activity is permitted to redistribute.

    c. **Disclaimer.** Except for the limited warranties above, to the extent not prohibited by applicable law, Microsoft provides no warranties or conditions for Products and disclaims any other express, implied, or statutory warranties for Products, including warranties of quality, title, non-infringement, merchantability and fitness for a particular purpose. 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.

Defense of third party claims.

    a. **By Microsoft.** Microsoft will defend Ordering Activity against any third-party claim to the extent it alleges that a Product or Fix made available by Microsoft for a fee and used within the scope of the license granted under this agreement (unmodified from the form provided by Microsoft and not combined with anything else), misappropriates a trade secret or directly infringes a patent, copyright, trademark or other proprietary right of a third party. If Microsoft is unable to resolve a claim of infringement under commercially reasonable terms, it may, as its option, either: (1) modify or replace the Product or fix with a functional equivalent; or (2) terminate Ordering Activity's license and refund any prepaid subscription license fees for Products for any usage period after the termination date. Microsoft will not be liable for any claims or damages due to Ordering Activity's continued use of a Product or Fix after being notified to stop due to a third-party claim. Nothing contained herein 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 28 U.S.C. §516.

    b. **Ordering Activity's agreement.** Ordering Activity agrees that use of Ordering Activity Data or non-Microsoft software Microsoft provides or otherwise makes available on Ordering Activity's behalf will not infringe any third party's patent, copyright or trademark or make unlawful use of any third party's trade secret. In addition, Ordering Activity will not use an Online Service to gain unauthorized access to or disrupt any service, data, account or network in connection with the use of the Online Services.

    c. **Rights and remedies in case of possible infringement or misappropriation.** If Microsoft reasonably believes that a claim under this section may result in a legal bar prohibiting Ordering

Activity's use of the Product or Fix, Microsoft will seek to obtain the right for Ordering Activity to keep using it or modify or replace it with a functional equivalent, in which case Ordering Activity must discontinue use of the prior version immediately. If these options are not commercially reasonable, Microsoft may terminate Ordering Activity's right to the Product or Fix and refund any amounts Ordering Activity has paid for those rights to Fixes and, for Products, any amount paid for a usage period after the termination date.

d. **Other terms.** Ordering Activity must notify Microsoft promptly in writing of a claim subject to this section. To the extent permitted by applicable law, give Microsoft sole control over the defense and settlement (provided that for any Federal Agency Ordering Activity's, the control of the defense and settlement is subject to 28 U.S.C. 516) and provide reasonable assistance in defending the claim. Microsoft will reimburse Ordering Activity for reasonable out of pocket expenses that it incurs in providing assistance. The remedies provided in this section are the exclusive remedies for the claims described in this section.

Notwithstanding the foregoing, and solely with respect to Federal Agency Ordering Activity's, Microsoft's rights set forth in this section (and the rights of the third party claiming infringement) shall be governed by the provisions of 28 U.S.C. § 1498.

Limitation of liability.

For each Product, each party's maximum, aggregate liability to the other under this agreement is limited to direct damages finally awarded in an amount not to exceed the contract price.

For Ordering Activity's that are Federal Agencies, this Section shall not impair the Ordering Activity's right to recover for personal injury or death resulting from Licensor's negligence, or fraud or crimes arising out of or related to this agreement under any federal fraud statute, including the False Claims Act, 31 U.S.C. §§ 3729-3733.

Support.

The Contractor will provide details on support services available for Products purchased under this agreement.

Miscellaneous.

a. **Notices.** Ordering Activity must send notices by mail, return receipt requested, to the address below.

Notices should be sent to:	Copies should be sent to:
Microsoft Corporation	Microsoft Corporation
Volume Licensing Group	Legal and Corporate Affairs
One Microsoft Way	Volume Licensing Group
Redmond, WA 98052	One Microsoft Way
USA	Redmond, WA 98052
Via Facsimile: (425) 936-7329	USA
	Via Facsimile: (425) 936-7329

Ordering Activity agrees to receive electronic notices from us, which will be sent by email to the account

administrator(s) named for Ordering Activity's Subscription. Notices are effective on the date on the return receipt or, for email, when sent. Ordering Activity are responsible for ensuring that the email address for the account administrator(s) named for Ordering Activity's Subscription is accurate and current.

b. **Assignment.** Any proposed assignment must be approved by the other party in writing in accordance with the procedures for securing such approval are set forth in FAR 42.1204. Any prohibited assignment is void.

c. **Severability.** If any part of this agreement is held unenforceable, the rest remains in full force and effect.

d. **Waiver.** Failure to enforce any provision of this agreement will not constitute a waiver.

e. **No agency.** This agreement does not create an agency, partnership, or joint venture.

f. **No third-party beneficiaries.** There are no third-party beneficiaries to this agreement.

g. **Use of contractors.** Microsoft may use contractors to perform services, but will be responsible for their performance, subject to the terms of this agreement.

h. **Microsoft as an independent contractor.** The parties are independent contractors. Ordering Activity and Microsoft each may develop products independently without using the other's confidential information.

i. **Agreement not exclusive.** Ordering Activity is free to enter into agreements to license, use or promote non-Microsoft products or services.

j. **Entire agreement.** This agreement, together with the underlying GSA Schedule Contract, Schedule Pricelist, Purchase Order(s), is the entire agreement concerning its subject matter and supersedes any prior or concurrent communications. In the case of a conflict between any documents in this agreement that is not expressly resolved in those documents, their terms will control in the following order of descending priority: (1) The GSA Purchase Order, (2) this agreement, (3) the Product Terms, (4) the Use Rights, and (5) any other documents in this agreement.

k. **Survival.** All provisions survive termination of this agreement except those requiring performance only during the term of the agreement.

l. **U.S. export jurisdiction.** Products are subject to U.S. export jurisdiction. Ordering Activity must comply with all applicable international and national laws, including the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, and end-user, end-use and destination restrictions issued by U.S. and other governments related to Microsoft products, services, and technologies.

m. **Force majeure.** Excusable delays shall be governed by FAR 52.212-4(f).

n. **Contracting authority.** If Ordering Activity are an individual accepting these terms on behalf of an entity, Ordering Activity represent that Ordering Activity have the legal authority to enter into this agreement on that entity's behalf.

o. **Applicable Law.**

- **When the Ordering Activity is a State/Local Entity.** The terms of this Agreement will be governed by and construed in accordance with the Federal laws of the United States.

- Where the Ordering Activity is a Federal Agency, all disputes under this Agreement shall be governed by FAR 52.233-1, Disputes and the Agreement shall be governed under applicable US Federal law.

p. **Additional Terms Applicable when the Ordering Activity**

- No provisions of any shrink-wrap or any click-through agreement (or other similar form of agreement) that may be provided in conjunction with any Product(s) acquired under this agreement shall apply in place of, or serve to modify any provision of this agreement, even if a user or authorized officer of Ordering Activity purports to have affirmatively accepted such shrink-wrap or click-through provisions. For the avoidance of doubt and without limiting the foregoing, in the event of a conflict between any such shrink-wrap or click-through provisions (irrespective of the products or services that such provisions attach to) and any term or condition of this agreement, then the relevant term or condition of this agreement shall govern and supersede the purchase of such Product(s) to the extent of any such conflict. All acceptance of agreements shall be executed in writing.

- If any document incorporated by reference into this agreement, including the Use Rights included and/or referenced or incorporated herein and/or therein, contains a provision (1) allowing for the automatic termination of Ordering Activity's license rights or Online Services; (2) allowing for the automatic renewal of services and/or fees; (3) requiring the governing law to be anything other than the applicable law set forth above in Section 9.o; and/or (4) otherwise violates applicable law, then, such terms shall not apply with respect to the Federal Government. If any document incorporated by reference into this agreement, including the Use Rights included and/or referenced or incorporated herein and/or therein contains an indemnification provision, such provision shall not apply as to the United States indemnifying Microsoft or any other party.

Definitions.

Any reference in this agreement to "day" will be a calendar day.

"**Acceptable Use Policy**" is set forth in the Online Services Terms.

"**Affiliate**" means,

a. for Microsoft, any legal entity that owns or controls, is owned or controlled by, or is under common ownership or control with, Microsoft;

b. for Contractor, any entity that owns or controls, is owned or controlled by, or is under common ownership or control with, Contractor; and

c. for each Ordering Activity identified on an Initial Order Form, any entity that

   (i) is a bureau, office, agency, department or other subdivision of that Ordering Activity (and located in Ordering Activity's State, if Ordering Activity is a State/Local Entity) controlled by or under common control with Ordering Activity for whose use of Products Contractor is contractually responsible under its Government Contract in accordance with these Microsoft Cloud Agreement terms and conditions, and

   (ii) controls, is controlled by, or is under common control with, Ordering Activity.

For this definition, "ownership" means owning more than 50% of applicable interests, and "control" means the legal right to bind contractually and exercise decision power over administration, finances, and operations.

"**Community**" means the community consisting of one or more of the following: (1) a Government, (2) a Ordering Activity using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Ordering Activity with Ordering Activity Data that is subject to Government regulations for which the Ordering Activity determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet the Ordering Activity's regulatory requirements. Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"**Consumption Offering**", "Commitment Offering", or "Limited Offering" describe categories of Subscription offers and are defined in Section 2.

"**Ordering Activity Data**" is defined in the Online Services Terms.

"**End User**" means any person Ordering Activity permit to access Ordering Activity Data hosted in the Online Services or otherwise use the Online Services.

"**Federal Agency**" means a bureau, office, agency, department or other entity of the United States Government.

"**Fix**" means a Product fix, modifications or enhancements, or their derivatives, that Microsoft either releases generally (such as Product service packs) or provides to Ordering Activity to address a specific issue.

"**Government**" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"**Government Community Cloud Services**" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"**Government Contract**" means the binding agreement between the Contractor and Ordering Activity under which Ordering Activity orders Products from the Contractor and the Contractor binds Ordering Activity to the terms of the this agreement.

"**Licensing Site**" means http://www.microsoft.com/licensing/contracts or a successor site.

"**Instance**" means an image of software that is created by executing the software's setup or install procedure or by duplicating such an image.

"**Microsoft Trust Center Compliance Page**" is Microsoft's website accessible at https://www.microsoft.com/en-us/TrustCenter/Compliance/ or a successor upon which Microsoft provides information about how each of its Online Services complies with, and/or is certified under, various government and industry control standards.

"**Non-Microsoft Product**" is defined in the Online Services Terms.

"**Online Services**" means any of the Microsoft-hosted online services identified as such in the Product Terms and/or Online Services Terms and subscribed to by Ordering Activity under this agreement, including but not limited to those which are Government Community Cloud Services: Microsoft Dynamics Online Services, Office 365 Services, Microsoft Azure Services, Microsoft Power BI Services, or Microsoft Intune Online Services. For clarity:

• Microsoft's subcontract with Contractor may limit the scope and variety of Microsoft Online Services available to Ordering Activity, for example based upon either a Microsoft License Program restriction and/or Ordering Activity's unique regulatory or other requirement.

• Ordering Activity should not issue a purchase order to Contractor for an Online Service unless Ordering Activity is first satisfied, pursuant to Microsoft's public statements on the Microsoft Trust Center Compliance Page, that its regulatory and other requirements will be met.

• In certain cases, Microsoft may require Contractor to provide Ordering Activity with an amendment to this Ordering Activity Agreement, in cases where an Online Service's compliance with a regulation is predicated upon joint Ordering Activity responsibility, as set for in the Microsoft Trust Center Compliance Page.

"**Online Services Terms**" means the additional terms that apply to Ordering Activity's use of Online Services provided herein.

"**Previews**" means preview, beta, or other pre-release version or feature of the Online Services or Software offered by Microsoft to obtain Ordering Activity feedback.

"**Product**" means all products sold to Ordering Activity by Contractor, as identified in the Product Terms, such as all Software, Online Services and other web-based services, including Previews. For clarity, not all Products shown in the Product Terms will be available to Ordering Activity under this Agreement. Contractor will inform Ordering Activity of Products made available to purchase under the Government Contract.

"**Product Terms**" means the document that provides information about Microsoft Products and Professional Services available through volume licensing. The Product Terms document is attached herein.

"**SLA**" means Service Level Agreement, which specifies the minimum service level for the Online Services and is published on the Licensing Site.

"**State/Local Entity**" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Ordering Activity's state and located within Ordering Activity's state' jurisdiction and geographic boundaries.

"**Software**" means licensed copies of Microsoft software identified on the Product Terms. Software does not include Online Services, but Software may be a part of an Online Service.

"**Subscription**" means an enrollment for Online Services for a defined Term as established by Ordering Activity's Reseller.

"**Term**" means the duration of a Subscription (e.g., 30 days or 12 months).

"**Tribal Entity**" means a federally-recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"**Use Rights**" means the use rights or terms of service for each Product published on the Licensing Site and updated from time to time. The Use Rights supersede the terms of any end user license agreement that accompanies a Product.

• The Use Rights for Online Services are published in the Online Services Terms. In addition, the Product Terms (a) contain product-specific references which may apply to certain Online Services and (b) may reference Online Services, and certain types of SKUs for them, that are not made available to Ordering Activity.

• The Use Rights for Software are published by Microsoft in the Product Terms.

Exhibit B

Terms for DefenseReady On-Premise Edition

DefenseReady On-Premise Edition is a Unified Solution with Microsoft Dynamics CRM software. Microsoft Corporation or one of its affiliates (collectively, "Microsoft") has licensed the Microsoft Dynamics CRM software to Permuta Technologies, Inc. ("Permuta").

The terms of the Agreement apply only to DefenseReady On-Premise Editions licensed perpetually and includes the media on which Ordering Activity received it, if any. The terms also apply to any DefenseReady or Microsoft

- updates,

- supplements, and

- Internet-based services

for Software covered under this Exhibit B, unless other terms accompany those items. If so, those terms apply.

1. OVERVIEW.

    a. Software. The Software includes:

- Server software.

- Additional software that may only be used with the server software directly, or indirectly through other additional software.

    b. License Model. The Software is licensed based on

- The number of operating system environments that Ordering Activity run; and

- the number of instances of server software that Ordering Activity run; and

- the number of users that access instances of server software.

    c. License Terms for Use with Virtual Server and other Similar Technologies.

- **Instance**. Ordering Activity create an "instance" of Software by executing the Software's setup or install procedure. Ordering Activity also create an instance of Software by duplicating an existing instance. References to Software in this agreement include "instances" of the Software.

- **Run an Instance**. Ordering Activity "run an instance" of Software by loading it into memory and executing one or more of its instructions. Once running, an instance is considered to be running (whether or not its instructions continue to execute) until it is removed from memory.

- **Operating System Environment**. An "operating system environment" is all or part of an operating system instance, or all or part of a virtual (or otherwise emulated) operating system instance which enables separate machine identity (primary computer name or similar unique identifier) or separate administrative rights, and instances of applications, if any, configured to run on the operating system instance or parts identified above.

There are two types of operating system environments, physical and virtual. A physical operating system environment is configured to run directly on a physical hardware system. A virtual operating system environment is configured to run on a virtual (or otherwise emulated) hardware system. A physical hardware system can have either or both of the following:

- one physical operating system environment

- one or more virtual operating system environments

- **Server**. A server is a physical hardware system capable of running server Software. A hardware partition or blade is considered to be a separate physical hardware system. For the purposes of these terms, a server may be owned and managed by Ordering Activity ("Ordering Activity's server"), or be fully physically dedicated to Ordering Activity under the day to day management and control of a third party entity (e.g. Outsourcing Company).

- **Assigning a License**. To assign a license means simply to designate that license to one server or user.

2. **USE RIGHTS**.

a. **Assigning the License to the Server**.

   i. Before Ordering Activity run any instance of the server software under a Software license, Ordering Activity must assign that license to one of Ordering Activity's servers. That server is the licensed server for that particular license. Ordering Activity may assign other Software licenses to the same server, but Ordering Activity may not assign the same license to more than one server.

   ii. Ordering Activity may reassign a Software license, but not within 90 days of the last assignment. Ordering Activity may reassign a Software license sooner if Ordering Activity retire the licensed server due to permanent hardware failure or replacement. If Ordering Activity reassign a license, the server to which Ordering Activity reassign the license becomes the new licensed server for that license.

b. **Running Instances of the Server Software**. Ordering Activity may run, at any one time, one instance of the server software in one physical or virtual operating system environment on the licensed server.

c. **Running Instances of the Supplemental Server Software**. Ordering Activity may run or otherwise use any number of instances of the Supplemental Server Software listed below in physical or virtual operating system environments on any number of devices. Ordering Activity may use those instances only with the server software. Use of any instance with the server software may be indirect, through other instances of the Supplemental Server Software, or direct.

- DefenseReady Data Services Server

- DefenseReady Recon Server

- DefenseReady WebDav Server

- DefenseReady Learning Management System (LMS) SCORM Engine and Player

- DefenseReady External User Self-Service Portal Server

- Microsoft Dynamics CRM 2016 for Microsoft Office Outlook

- Microsoft E-Mail Router and Rule Deployment Wizard for Microsoft Dynamics CRM 2016

- Microsoft Dynamics CRM Reporting Extensions for Microsoft Dynamics CRM 2016 Microsoft SharePoint Grid for Microsoft Dynamics CRM 2016

- Microsoft Dynamics CRM 2016 Report Authoring Extensions

- Microsoft Dynamics CRM 2016 Best Practices Analyzer

- Microsoft Dynamics CRM 2016 Multilingual User Interface (MUI)

- MarketingPilot Connector for Microsoft Dynamics CRM

- Microsoft Dynamics CTM Sales Workspace

- Microsoft Dynamics CRM for supported devices

d. Creating and Storing Instances on Ordering Activity's Servers or Storage Media. Ordering Activity have the additional rights below for each Software license Ordering Activity acquire.

- Ordering Activity may create any number of instances of the server software and Supplemental Server Software.

- Ordering Activity may store instances of the server software and Supplemental Server Software on any of Ordering Activity's servers or storage media.

- Ordering Activity may create and store instances of the server software and Supplemental Server Software solely to exercise Ordering Activity's right to run instances of the server software under any of Ordering Activity's Software licenses as described (e.g., Ordering Activity may not distribute instances to third parties).

3. ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS.

a. Operating System Environment License

i. Ordering Activity must acquire and assign an Operating System Environment License (OSEL) to each Operating System Environment hosting one or more instances of the server software.

b. Client Access Licenses (CALs).

i. Ordering Activity must acquire and assign the appropriate CAL to each device or user that accesses Ordering Activity's instances of the server software directly or indirectly. A hardware partition or blade is considered to be a separate device.

- Ordering Activity do not need CALs for any of Ordering Activity's servers licensed to run instances of the server software.

- Ordering Activity do not need CALs for up to two devices or users to access Ordering Activity's instances of the server software only to administer those instances.

- Ordering Activity's CALs permit access to Ordering Activity's instances of earlier versions, but not later versions, of the server software.

ii. **Categories of User CALs.** There are three categories of CALS: the Essential CAL, Basic Use Additive CAL and the Professional Use Additive CAL. Ordering Activity may not have a Professional Use Additive CAL without an underlying Basic Use Additive CAL, and a Basic Use Additive CAL without an underlying Essential CAL.

- The DefenseReady Essential CAL, with the Microsoft Dynamics CRM Essential CAL, allows users only Essential use access to the DefenseReady 2016 Operating System Environment and Microsoft Dynamics CRM Server 2016.

- The DefenseReady Basic Use Additive CAL, with the Microsoft Dynamics CRM Basic Use Additive CAL, allows users only Basic use access to the DefenseReady 2016 Operating System Environment and Microsoft Dynamics CRM Server 2016.

- The DefenseReady Professional Use Additive CAL, with the Microsoft Dynamics CRM Professional Use Additive CAL, allows users Professional use access to the DefenseReady 2016 Operating System Environment and Microsoft Dynamics CRM Server 2016.

Each CAL permits one user, using any device, to access instances of the software on Ordering Activity's licensed servers in Ordering Activity's licensed DefenseReady operating system environment.

iii. **Reassignment of CALs.** Ordering Activity may

- permanently reassign Ordering Activity's user CAL from one user to another;

- or temporarily reassign Ordering Activity's user CAL to a temporary worker while the user is absent.

c. Multiplexing. Hardware or software Ordering Activity use to

- Pool connections,

- Reroute information, or

- Reduce the number of devices or users that directly access or use the software (sometimes referred to as "multiplexing" or "pooling"), does not reduce the number of licenses of any type that Ordering Activity need.

d. **No Separation of Server Software.** Ordering Activity may not separate the server software for use in more than one operating system environment under a single license, unless expressly permitted. This applies even if the operating system environments are on the same physical hardware system.

e. **Additional Functionality.** Permuta or Microsoft may provide additional functionality for the Software. Other license terms and fees may apply if all parties agree to them in writing prior to additional terms and fees becoming effective.

4. NET FRAMEWORK SOFTWARE. The software contains Microsoft. NET Framework software.   This software is part of Microsoft Windows. The license terms for Microsoft Windows apply to Ordering Activity's use of the .NET Framework software.

5. BENCHMARK TESTING. Ordering Activity must obtain Permuta's and Microsoft's prior written approval to disclose to a third party the results of any benchmark test of the software. However, this does not apply to the Microsoft .Net Framework (see below).

6. MICROSOFT .NET BENCHMARK TESTING. The software includes one or more components of the .NET Framework 3.0 (".NET Components"). Ordering Activity may conduct internal benchmark testing of those components. Ordering Activity may disclose the results of any benchmark test of those components. Notwithstanding any other agreement Ordering Activity may have with Microsoft, if Ordering Activity disclose such benchmark test results, Microsoft shall have the right to to disclose the results of benchmark tests it conducts of Ordering Activity's products that compete with the applicable .NET Component.

7. SCOPE OF LICENSE. Subject to Ordering Activity's continuing obligation for compliance with the terms set forth herein, the underlying GSA Schedule Contract, Schedule Pricelist and applicable purchase order, Permuta hereby

grants to Ordering Activity a limited, nonexclusive, non-transferable, non-assignable license to use the Software during the term of Ordering Activity's license only as expressly authorized in this Terms. By using the Software, Ordering Activity acknowledge and agree that the Software is licensed, not sold, that all Software and accompanying documentation are proprietary to Permuta and/or Microsoft and are protected under copyright and other intellectual property laws and international treaties Ordering Activity further acknowledge and agree that, as between Ordering Activity and Permuta, Permuta owns and its third party licensors own and shall continue to own all right, title and interest to the Software and accompanying Documentation, including any associated intellectual property rights. Except for the limited license granted herein, these Terms do not grant Ordering Activity any ownership or other right or interest in the Software, whether by estoppel, implication or otherwise. Ordering Activity must comply with any technical limitations in the Software that only allow Ordering Activity to use it in certain ways. Ordering Activity may not

- work around any technical limitations in the Software;

- reverse engineer, decompile or disassemble the Software, except and only to the extent that applicable law expressly permits, despite this limitation;

- make more copies of the Software than specified in this agreement or allowed by applicable law, despite this limitation;

- publish the Software for others to copy;

- rent, lease or lend the software; or

- use the Software for commercial software hosting services.

Rights to access the Software on any device do not give Ordering Activity any right to implement Permuta patents or other Permuta intellectual property in Software or devices that access that device.

8. SOFTWARE MAINTENANCE. Ordering Activity may receive upgrades to future Software versions by acquiring Maintenance for a fee in accordance with the GSA Pricelist. Please note, however, that the right to upgrade is limited to new versions of the Software during the Maintenance coverage period. Licenses must be enrolled in Maintenance when the license is originally acquired, and coverage must be renewed annually during the agreement's term without lapse or the right to upgrade is voided. Users who are not enrolled in Maintenance who want to upgrade must purchase a new license. Maintenance shall be provided only to unmodified Software and commercially released updated versions of the Software. Ordering Activity are solely responsible for making or arranging for updates to interfaces for custom applications which Ordering Activity have installed or created. Software Maintenance allows a Ordering Activity access to product updates, including bug fixes, new quarterly releases with additional capabilities, as well as major product version updates for DefenseReady and Embedded Microsoft Dynamics CRM. Additional instances may be allowed if Maintenance is purchased. Additional software modules may also be made available to Ordering Activity through Ordering Activity's purchase of Maintenance. Any such additional software shall also be subject to these Terms. Maintenance will be provided be Permuta provided that Ordering Activity's environment and infrastructure is configured according to and in compliance with the guidance provided by Permuta.

9. Ordering Activity Support and Support Plans. Terms for Ordering Activity Support and Support Plans for software covered by this Exhibit B are identified in Exhibit C.

10. BACKUP COPY. Ordering Activity may make one backup copy of the Software media. Ordering Activity may use it only to create instances of the Software.

11. DOCUMENTATION AND USAGE. Any person that has valid access to Ordering Activity's computer or internal network may copy and use the documentation for Ordering Activity's internal, reference purposes. By using the Software, Ordering Activity acknowledge and agree that Permuta may use limited amounts of technical data and information (for example, but not limited to, information concerning Ordering Activity's device, system, application software and peripherals) to facilitate the provision of Software updates, product support and other services (if any) attributable or related to the Software. Permuta may use this information as long as it is in a form that does not personally identify Ordering Activity in order to operate, improve, provide and develop other services, products and/or technologies, for research and development and for any other purpose expressly described to Ordering Activity as a part of Permuta's products and services.

12. FEEDBACK. In the event that Ordering Activity provide any feedback, ideas, materials, suggestions, opinions, information or any other input to Permuta ("Feedback"), Ordering Activity acknowledge and agree that, while Permuta is under no obligation to consider or implement any such Feedback, Permuta and its successors and assigns receive an unconditional and unlimited right to use, reproduce, modify and disclose to others any such Feedback without any obligation to provide Ordering Activity with compensation or attribution. Further, Ordering Activity acknowledge and agree that any and all such Feedback is provided by Ordering Activity on a non-confidential basis and Ordering Activity waive and agree not to assert any rights (potential or vested) that Ordering Activity may have in the Feedback. Permuta acknowledges that the ability to use this Agreement in advertising is limited by GSAR 552.203-71.

13. EXPORT RESTRICTIONS. The Software is subject to United States export laws and regulations. Ordering Activity must comply with all domestic and international export laws and regulations that apply to the Software. These laws include restrictions on destinations, end users and end use.

14. Reserved.

15. **LEGAL EFFECT. This agreement describes certain legal rights. Ordering Activity may have other rights under the laws of Ordering Activity's state or country. This agreement does not change Ordering Activity's rights under the laws of Ordering Activity's state or country if the laws of Ordering Activity's state or country do not permit it to do so.**

16. Reserved.

17. **UNITED STATES GOVERNMENT USE RIGHTS. By using the Software, Ordering Activity agree that the Software is a "commercial item," as that term is defined in 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 and that all U.S. Government end users acquire the Software with only those rights set forth therein.**

18. **NOT FAULT TOLERANT. THE SOFTWARE IS NOT FAULT TOLERANT. BY USING THE SOFTWARE, ORDERING ACTIVITY AGREE TO IMPLEMENT AND ASSUME FULL RESPONSIBILITY FOR SAVING ALL OF ORDERING ACTIVITY'S FILES ONTO MAGNETIC TAPE OR OTHER OFFLINE MASS STORAGE MEDIA FOR THE PURPOSE OF PREVENTING LOSS OF DATA IN THE EVENT OF EQUIPMENT OR SOFTWARE (INCLUDING THIRD PARTY SOFTWARE) FAILURE OR DESTRUCTION. ORDERING ACTIVITY FURTHER AGREE THAT ORDERING ACTIVITY ASSUME FULL RESPONSIBILITY FOR MAINTAINING ORDERING ACTIVITY'S OWN SECURITY POLICIES AND PROCEDURES FOR THE PROTECTION OF ORDERING ACTIVITY'S DATA AND SFOTWARE.**

19. **WARRANTIES**

a.   LIMITED WARRANTY. For a period of one year from the date Customer is first licensed for a version of the Software (the "Warranty Period"), Permuta represents and warrants that it will use commercially reasonable efforts to cause the Software to conform, in all substantial respects, to the Permuta's then-current technical documentation for the Software. If it does not, and Customer notifies Permuta within the Warranty Period, then Permuta will, at its option, (1) return the price Customer paid for the Software License or (2) repair or replace the Software.

b.	DISCLAIMERS OF WARRANTY. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 19, PART a, PERMUTA DISCLAIMS ANY AND ALL REPRESENTATIONS OR WARRANTIES (EXPRESS OR IMPLIED, ORAL OR WRITTEN) WITH RESPECT TO THESE TERMS, THE SOFTWARE AND ANY THIRD-PARTY SOFTWARE, WHETHER ALLEGED TO ARISE BY OPERATION OF LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE, BY COURSE OF DEALING OR OTHERWISE, INCLUDING ANY AND ALL: (A) IMPLIED WARRANTIES OF MERCHANTABILITY; (B) EXPRESS WARRANTIES OF FITNESS OR SUITABILITY FOR ANY PURPOSE (WHETHER OR NOT PERMUTA KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE AWARE OF ANY SUCH PURPOSE); OR (C) WARRANTIES OF NONINFRINGEMENT OR CONDITION OF TITLE, LOSS OF DATA, TIMELINESS OR SECURITY. THE SOFTWARE AND ALL ACCOMPANYING MATERIALS ARE PROVIDED BY PERMUTA AS-IS. PERMUTA DOES NOT GUARANTEE THAT THE SOFTWARE WILL BE FREE OF ERRORS.

20. Reserved.

21. Reserved.

EXHIBIT C-

TERMS AND CONDITIONS OF DEFENSEREADY / FEDERALREADY ORDERING ACTIVITY SUPPORT for
PERPETUALLY LICENSED SOFTWARE WITH ANNUAL SOFTWARE MAINTENANCE

Permuta's Ordering Activity Support Program ("Ordering Activity Support") is a cost effective, flexible program for Ordering Activities to plan, request, receive, and manage support for DefenseReady and FederalReady Products ("Products').

The following Terms and Conditions ("Terms") apply to Ordering Activity's access to Ordering Activity Support for Perpetually Licensed Software covered under EXHIBIT B.

Ordering Activity Support Program

Support Program Administration

Eligibility. Ordering Activity must purchase Annual Software Maintenance ("SW Maintenance") for Products to receive Ordering Activity Support.

Term. The term of the Ordering Activity Support plan coincides with the Coverage Period of the associated Software Maintenance.

Account Manager. Permuta will designate two contacts to serve as the primary and secondary account managers to manage Permuta's responsibilities associated with the Ordering Activity's Support Plan.

Enrollment Administrators. Ordering Activity shall designate two contacts to serve as the primary and secondary enrollment administrators ("**Enrollment Administrator**") to manage Ordering Activity's responsibilities associated with its Support Plan.

Approved Requesters. Ordering Activity shall designate approved requesters ("**Approved Requesters**") in accordance with the terms of the selected Support Plan. Approved Requesters are presumed to have the authorization authority to request Support Tasks.

Modifications. Permuta may make commercially reasonable changes to the Ordering Activity Support program from time to time, without amendment to the Terms.

Support Plans.

Included with the purchase of SW Maintenance at no additional cost is automatic enrollment in the "Standard" Ordering Activity Support Plan. Ordering Activity may select an alternative Support Plan with the purchase of SW Maintenance.

The following Support Plans are available:

- *Standard* – The Standard Plan is included with SW Maintenance at no additional cost. This Support Plan may be suitable for organizations with 1) mature deployments of the Products or 2) limited support budgets.

- *Silver* – The Silver Plan is designed for small organizations intending to extend the value from its current use of the Products.

- *Gold* - The Gold Plan is designed for mid-sized organizations intending to extend the value from its current use of the Products.

- *Platinum* – The Platinum Plan is designed for large organizations intending to extend the value from its current use of the Products.

- **OnBoard** – The OnBoard Plan is designed for new Ordering Activity's intending to use Products operationally within a 12-month time.

- **Pilot** – The Pilot Plan is designed for potential Ordering Activity's intending to conduct an operational pilot of the Products for qualification, evaluation, and/or comparative purposes.

If Permuta provides a Fix in connection with Ordering Activity Support, each Fix is licensed under the same terms as the Product to which it applies.

Support Task Request Process.

Support Tasks. Ordering Activity may only access Ordering Activity Support by requesting a Support Task through Ordering Activity's Approved Requesters. The Support Task is administered by the Account Manager(s), in cooperation with the Enrollment Administrator(s) and Approved Requesters. At no additional cost, Permuta may provide tools, resources, and software to facilitate the Support Task request process.

Types. The types of Support Tasks available to the Ordering Activity under the Terms are:

- **Advisory Support** – Advisory support is available for short-term advice and guidance from Permuta for problems not covered with problem resolution support as well as requests for consultative assistance for design, development, deployment and operation issues.

- **Sustainment Support** – Sustainment support includes sustainment planning services, off-site integration test environments, update rollup testing, and periodic on-site support for applying updates, performing major upgrades, and Products infrastructure optimization.

- **Problem Resolution Support (PRS)** – Problem resolution support is available for assistance with resolving problems with specific symptoms encountered while using the Products, where there is a reasonable expectation that the problem is caused by the Products.

- **Rapid On-Site Support (ROSS)** – Rapid onsite support is available for urgent requirements for on-site support by Permuta resources necessitating less than 48 hours' notice. Permuta's ability to provide rapid onsite support is subject to Permuta's resource availability, and the tasks performed will vary depending on the situation, environment, and business impact of the issue. Permuta will redeem Support Credits to account for travel time at a rate of one Support Credit for each required non-business hour of travel not otherwise accounted for in the support day.

- **Configuration Support** – Configuration support is available for Ordering Activities requiring minor configuration changes on a short-term basis.

- **Training Support** – Training support is available to support curriculum development and to conduct training.

- **Cyber Security Support** – Subject to availability of Permuta resources, cyber security support may be available to support Ordering Activity's cyber security needs in relation to its intended use of the Products.

- **Scheduled On-Site Support** – Scheduled on-site Ordering Activity support is available for Ordering Activities subject to Permuta's resource availability and the tasks performed will vary depending on the situation, environment, and business impact of the issue. Permuta may redeem Support

Credits to account for travel time at a rate of one-half Support Credit for each required non-business hour of travel not otherwise accounted for in the support day.

- *Solution Development Support* – Solution development support is available for Ordering Activities requiring or engaged in a complex custom solution development effort following commercial best practices.

- *On-Boarding Support* – On-boarding support is available for new implementations and integration services of a new Ordering Activity.

Support Credits.

General. As part of the Ordering Activity's Support Plan, Permuta will issue Support Credits redeemable for Support Tasks. Credits may only be redeemed for 1) Support Tasks following the Support Task request process set forth in section 1.3 or 2) Managed Ordering Activity Support Projects in accordance with section 1.5. Support Credits have no cash value, are non-transferrable and non-refundable. All Support Credits are valid for the term of the Support Plan and expire immediately upon expiration of the SW Maintenance Coverage Period or termination of Ordering Activity's Support Plan.

Roll-Over Support Credits. Permuta will reissue a limited quantity of expired support credits ("Roll-Over Support Credits") at the start of the Follow-On SW Maintenance's Coverage Period. Section 7.8 identifies the Roll-Over Support Credits limit for each available Support Plan. The reissue quantity will not exceed the limit of the expiring Support Plan or the Follow-On Support Plan associated with a SW Maintenance renewal, whichever is lowest.

Pre-determined Redemption Quantity. In accordance with commercially acceptable procedures, Permuta will automatically accept and process valid Support Task requests of a type HAVING a pre-determined redemption rate as set forth below in Section 7.4.4.

Redemption Quantity Approval. A Ordering Activity Enrollment Administrator will be required to issue Permuta a written Authority to Proceed for Support Task Requests of a type NOT HAVING a pre-determined redemption rate. The Authority to Proceed must authorize a redemption quantity specified by Permuta for each Support Task Request.

Support Credit Redemption Rate. Support Credits will be redeemed by Ordering Activity at the following rates for the Support Tasks listed below:

Support Task Type	Redemption Rate Unit (as reasonably determined by Permuta)	Support Credit Redemption Rate
Advisory Support	per Task	2
Sustainment Support	by Task	To be mutually agreed
Problem Resolution Support	per Case	1
Rapid On-Site Support	per Day	10

Support Task Type	Redemption Rate Unit (as reasonably determined by Permuta)	Support Credit Redemption Rate
Configuration Support	by Task	To be mutually agreed
Training Support	by Task	To be mutually agreed
Cyber Security Support	by Task	To be mutually agreed
Scheduled On-Site Support	Day	6
Solution Development Support	by Task / by Lot	To be mutually agreed
On-Boarding Support	by Task / by Lot	To be mutually agreed

Sufficient Credits. The Ordering Activity is responsible for ensuring it maintains a sufficient Support Credit balance as required to avoid disrupting or otherwise negatively impacting its intended use of the Products. Permuta may refuse to perform Support Tasks if Ordering Activity has insufficient Support Credits.

Managed Ordering Activity Support Projects.

Managed Ordering Activity Support Project. As part of an eligible Support Plan and when appropriate, Permuta may perform certain support services as Managed Ordering Activity Support Projects ("Projects"). Projects will be used to deliver to Ordering Activity mutually agreed to deliverables ("Deliverables") addressing requirements related to the Ordering Activity's desired use of the Products.

Statement of Work. Permuta will perform Projects in accordance with Permuta's commercially reasonable standard patterns and practices for processes, documentation, communication, design, configuration, customization, code, test, and operational support. Permuta shall only perform Projects if the parties have executed, and subject to, a mutually agreed to statement of work ("SOW") documenting the specific terms and conditions (including those relating to intellectual property rights) governing such Support Services and Deliverables. Ordering Activity and Permuta agree to each perform its respective obligations in each SOW.

Support Credit Redemption Plan. The terms of the Project SOW shall include a Support Credit Redemption Plan specifying a fixed quantity of Support Credits the Ordering Activity would be required to redeem and the redemption scheduled.

Sufficient Credits. The Ordering Activity is responsible for ensuring it maintains a sufficient Support Credit balance as required by the Support Credit Redemption Plan without disrupting or otherwise negatively impacting its intended use of the Products.

Response Levels. When submitting a Support Request, Ordering Activity is responsible for specifying the initial severity level in consultation with Permuta in accordance with the Ordering Activity situation.   The Support

Request severity level will determine Permuta's expected response and Ordering Activity's expected response as identified in the table below.

Severity	Situation	Permuta's Expected Response	Ordering Activity's Expected Response
1. Submission via phone only	Catastrophic business impact: Complete loss of a core (mission critical) business process and work cannot reasonably continue Needs immediate attention	1st call response in 1 hour or less Permuta's resources at Ordering Activity site as soon as possible Continuous effort on a 24x7 basis Rapid escalation within Permuta to product teams Notification of Permuta's senior executives	Notification of Ordering Activity senior executives Allocation of appropriate resources to sustain continuous effort on a 24x7 basis Rapid access and response from change control authority
A. Submission via phone only	Critical business impact: Significant loss or degradation of services Needs attention within 1 hour	1st call response in 1 hour or less Permuta's resources at Ordering Activity site as required Continuous effort on a 24x7 basis Notification of Permuta's senior managers	Allocation of appropriate resources to sustain continuous effort on a 24x7 basis Rapid access and response from change control authority Management notification
B. Submission via phone or web	Moderate business impact: Moderate loss or degradation of services but work can reasonably continue in an impaired manner	Initial response in 4 Business Hours or less Effort during Business Hours only	Allocation of appropriate resources to sustain Business Hours continuous effort

Severity	Situation	Permuta's Expected Response	Ordering Activity's Expected Response
	Needs attention within 2 Business Hours		Access and response from change control authority within 4 Business Hours
C. Submission via phone or web	Minimum business impact: Substantially functioning with minor or no impediments of services. Needs attention within 4 Business Hours	Initial response in 8 Business Hours or less Effort during Business Hours only	Accurate contact information on case owner Responsive within 24 hours

Permuta may downgrade the severity level if Ordering Activity is not able to provide adequate resources or responses to enable Permuta to continue with problem resolution efforts.

Support Plan Credits.

Permuta will issue Support Credits as they are earned, either monthly or annually. The Support Credits will be earned in accordance with the following table.

Quantity of Support Credits earned per Unit of each Applicable Product Type by Support Plan						
Product Type	Standard	Silver	Gold	Platinum	OnBoard	Pilot
Operating System Environment (OSE) License	36	120	240	480	2400	1800
Basic & Professional User CAL	0.12	0.24	0.36	0.48	0.96	4.8
Essential CAL	0.012	0.024	0.036	0.048	0.098	0.48
Additional Prod Instance	120	120	120	120	120	120

Support Plan Conditions and Limitations.

Terms, conditions, and limitations will vary for each Support Plan. The following table identifies the applicable terms, conditions, and limitations for Support Plans available under the Terms.

Applicable Terms, Conditions, and Limitations by Support Plan						
Term, Condition, or Limitation	**Standard**	**Silver**	**Gold**	**Platinum**	**OnBoard**	**Pilot**
Eligible for Advisory Support	Yes	Yes	Yes	Yes	Yes	Yes
Eligible for Sustainment Support	Yes	Yes	Yes	Yes	Yes	Yes
Eligible for Problem Resolution	Yes	Yes	Yes	Yes	Yes	Yes
Eligible for Rapid On-Site Support	No	Yes	Yes	Yes	Yes	Yes
Eligible for Configuration Support	No	Yes	Yes	Yes	Yes	Yes
Eligible for Training Support	No	Yes	Yes	Yes	Yes	Yes
Eligible for Cyber Security Support	No	No	Yes	Yes	Yes	Yes
Eligible for Scheduled On-Site Support	No	No	No	Yes	Yes	Yes
Eligible for Credit Redemption Plan	No	No	No	Yes	Yes	Yes
Eligible for Solution Development Support	No	No	No	Yes	Yes	Yes
Eligible for On-Boarding Support	No	No	No	No	Yes	Yes
Available Response Level	C	A, B, C	1, A, B, C	1, A, B, C	1, A, B, C	A, B, C
Rollover Support Credits	N/A	25	50	100	200	200
Allowed Number of Approved Requestors (Other than admins)	N/A	1	2	4	2	2

Additional Support Services Provisions.

Ordering Activity may not, unless specifically authorized by Permuta in writing, i) rent, lease, lend or host any Deliverables (including any computer code or materials that Permuta leaves with Ordering Activity at the conclusion of Permuta's performance of Services) or Fixes; ii) reverse engineer, de-compile or disassemble Fixes or Deliverables, except to the extent expressly permitted by applicable law; or iii) transfer licenses to, or sublicense, Fixes or Deliverables to any government entity or quasi-governmental entity or any other third party.

Permuta may request that Microsoft deliver problem resolution support on Permuta's behalf to Ordering Activity subject to the Terms. Permuta will coordinate and participate in the delivery of subcontracted Microsoft services. In order for Permuta to provide subcontracted Microsoft services, Ordering Activity will be required to provide consent to provide the required contact information to Microsoft.

General Terms.

Fees and Payment Terms. The fees and payment terms applicable to Ordering Activity Support are set forth in the GSA schedule contract, schedule pricelist and applicable purchase order.

Ordering Activity Support Term Updates. When Ordering Activity renews or purchases SW Maintenance, the then-current Terms, underlying GSA Schedule Contract, Schedule pricelist, and applicable purchase order will apply and will not change during Ordering Activity's coverage period of the associated SW Maintenance purchase.

Ownership and License. Except as otherwise set forth in a Statement of Work (SOW) in accordance with section 1.5, this section governs the ownership and use rights of any computer code or other materials that may be provided under these Terms.

a. **Fixes**. Except as otherwise provided herein, the underlying GSA schedule contract, schedule pricelist and applicable purchase order Ordering Activity's right to use fixes is governed by the license agreement for the affected Product or, if the fix is not provided for a specific product, any other use terms provided by Permuta. All fixes provided are licensed to Ordering Activity. For the purposes of these Terms, "fixes" means any Product related bug fixes, workarounds, patches, beta fixes or beta builds other than sample code or materials. Permuta does not transfer ownership rights in Products and reserves all rights not expressly granted.

b. **Pre-existing Work.** All rights in any computer code or materials developed or otherwise obtained independently of the efforts of a Party under these Terms ("Pre-existing Work") shall remain the sole property of the Party providing the Pre-existing Work. During the performance of Ordering Activity Support services, each Party grants to the other Party (and their contractors as necessary) a temporary, non-exclusive license to use, reproduce and modify any of its Pre-existing Work provided to the other Party solely for the performance of such Services. Permuta grants Ordering Activity a non-exclusive, perpetual, fully paid-up license to use, reproduce and modify (if applicable) Permuta's Pre-existing Work in the form delivered to Ordering Activity for Ordering Activity's internal business operations without any obligation of accounting or payment of royalties. Ordering Activity's licenses to Permuta's Pre-existing Work is conditioned upon Ordering Activity's compliance with these Terms and the perpetual license applies solely to Permuta's Pre-existing Work that is left with Ordering Activity at the conclusion of Permuta's performance of services.

c. **Materials**. All rights in any materials developed by Permuta (other than software code) and provided to Ordering Activity in connection with the Ordering Activity Support services ("Materials") shall be owned by Permuta except to the extent such Materials constitute Ordering Activity's Pre-existing Work. We grant

Ordering Activity a non-exclusive, perpetual, fully paid-up license to use, reproduce and modify the Materials solely for Ordering Activity's internal business operations and without any obligation of accounting or payment of royalties. All rights not expressly granted, are reserved.

d. **Reservation of Rights**. All rights not expressly granted in this Section 2.3 are reserved.

e. **Restrictions on Use.** Ordering Activity may not i) rent, lease, lend or host any computer code or materials that Permuta leaves with Ordering Activity at the conclusion of Permuta's performance of Services ("Deliverables") or fixes, except as otherwise provided herein; ii) reverse engineer, de-compile or disassemble fixes or Deliverables, except to the extent expressly permitted by applicable law despite this limitation; or iii) transfer licenses to, or sublicense fixes or Service Deliverables to any government entity or quasi-governmental entity, except as specifically authorized herein.

f. **Export**. Ordering Activity agree to comply with all applicable international and national laws that apply to the products, fixes and Service Deliverables, including the U.S. Export Administration Regulations, as well as end-user, end-use and destination restrictions issued by U.S. and other governments.

Permuta-Provided Data. Permuta may use or provide Permuta-Provided Data in connection with Ordering Activity's access to Ordering Activity Support. Ordering Activity acknowledges that Permuta-Provided Data has commercial value. All rights in Permuta-Provided Data shall be owned by Permuta unless explicitly stated otherwise in written form by Permuta. All rights not expressly granted to Ordering Activity, are reserved to Permuta.

Commercial Item. Ordering Activity Support is a "commercial item," as that term is defined in 48 C.F.R. 2.101, consisting of "installation services, maintenance services, repair services, training services, and other services" for support of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212. Ordering Activity acquires Ordering Activity Support with only the rights set forth in these Terms. Ordering Activity acknowledges and agrees that Permuta sells Ordering Activity Support as a commercial item only and will engage as a subcontractor for Ordering Activity Support subject only to the required U.S. Government flowdown clauses listed at 48 CFR 52.244-6, "Subcontracts for Commercial Items", plus other terms necessary in meeting performance obligations under the specific Government Contract under which Ordering Activity purchases the Products.

Subcontractors. Permuta may hire subcontractors to provide Support Services on its behalf. Any such subcontractors will be required to act consistently with this Agreement and will only be permitted to obtain Ordering Activity Data to deliver the services Permuta is obligated to provide and will be prohibited from using Ordering Activity Data for any other purpose. Permuta shall maintain responsibility for the actions of its subcontractors

Representations, Warranties and Disclaimers.

General Representations and Warranties. Each party represents and warrants that (a) it is validly existing and in good standing under the laws of the place of its establishment or incorporation, (b) it has full corporate power and authority to execute, deliver and perform its obligations under these Terms, (c) the person signing these Terms on its behalf has been duly authorized and empowered to accept these Terms, and (d) these Terms are valid, binding and enforceable against it accordingly.

Additional Warranties.

For a period of one year from the commencement of the applicable Ordering Activity Support Plan Term (the "**Warranty Period**") Permuta represents and warrants that it will use commercially reasonable efforts to cause Ordering Activity Support Deliverables to conform, in all substantial respects, to the Permuta's then-current technical documentation for the Products. If it does not, and Ordering Activity notifies Permuta within the Warranty Period, then Permuta will take commercially reasonable measures to repair or replace the Ordering Activity Support Deliverables. Ordering Activity waives any breach of warranty claims not made during the Warranty Period.

Permuta warrants that all Ordering Activity Support will be performed with professional care and skill. If Permuta fails to do so and Ordering Activity notifies Permuta within 90 days of the date of performance, then Permuta will re-perform the Ordering Activity Support.

Disclaimers of Warranty. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH IN SECTION 4.1 and 4.2, PERMUTA DISCLAIMS ANY AND ALL REPRESENTATIONS OR WARRANTIES (EXPRESS OR IMPLIED, ORAL OR WRITTEN) WITH RESPECT TO THESE TERMS, PRODUCTS AND ANY THIRD-PARTY SERVICES, WHETHER ALLEGED TO ARISE BY OPERATION OF LAW, BY REASON OF CUSTOM OR USAGE IN THE TRADE, BY COURSE OF DEALING OR OTHERWISE, INCLUDING ANY AND ALL: (A) IMPLIED WARRANTIES OF MERCHANTABILITY; (B) EXPRESS WARRANTIES OF FITNESS OR SUITABILITY FOR ANY PURPOSE (WHETHER OR NOT PERMUTA KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE AWARE OF ANY SUCH PURPOSE); OR (C) WARRANTIES OF NONINFRINGEMENT OR CONDITION OF TITLE, LOSS OF DATA, TIMELINESS OR SECURITY. THE ORDERING ACTIVITY SUPPORT AND ALL ACCOMPANYING MATERIALS ARE PROVIDED BY PERMUTA AS-IS. PERMUTA DOES NOT GUARANTEE THAT CUSTOMOER SUPPORT WILL BE PROVIDED FREE OF ERRORS.

Effect of Termination.

Effect of Termination. Upon any termination or expiration of the Support Plan: (a) all rights and licenses granted to Ordering Activity under these Terms will immediately cease; (b) Ordering Activity will within thirty (30) days of receipt of invoice pay to Permuta all amounts due and payable up to the effective date of termination of the Support Plan.Notwithstanding any terms to the contrary in these Terms, Sections 3and 4 will survive any termination or expiration of the Support Plan.

Definitions.

"Software Maintenance" means the right to upgrade to future Software versions. Software maintenance is acquired by the Ordering Activity for a fee on an annual basis. The right to upgrade is limited to new versions of the associated Software during the Software Maintenance Coverage Period.

 "**Business Hours**" means as 9:00 AM to 5:30 PM Eastern Standard Time, excluding Federal holidays and weekends.

Reserved.

"Coverage Period" means the 12 month period during which the Ordering Activity is eligible for the Software Maintenance benefits of Perpetually Licensed Software.

"**Ordering Activity Data**" means all data, including all text, sound, video, or image files, and software, that are provided to Permuta by, or on behalf of, Ordering Activity through use of the Products.

"**Ordering Activity Support**" means the support and maintenance services provided by or on behalf of Permuta to Ordering Activity these Terms.

"**Disclosing Party**" means the party that discloses Confidential Information to the Receiving Party.

"**End User**" means any person Ordering Activity permits to access Ordering Activity Data hosted in the Products or otherwise uses the Products. Employees of Affiliates of Ordering Activity may be End Users.

"**Fixes**" are fixes, modifications or enhancements, or their derivatives for the Products, that Permuta either releases generally (such as service packs) or that Permuta provides to Ordering Activity to address a specific issue.

 "**Follow-on Support Plan**" means a future Support Plan associated with a Subscription renewal.

 "**Hosted Services**" means the hosted services provided by Permuta, directly or indirectly, to Ordering Activity.

"**Intellectual Property Rights**" means all patent rights, copyrights, moral rights, trademark rights, trade secret rights and any other form of intellectual property rights recognized in any jurisdiction, including applications and registrations for any of the foregoing.

"**Managed Ordering Activity Support Project**" means a carefully planned, multi-phase effort contemplated and executed in performance of a Statement of Work (SOW).

"**Microsoft**" means Microsoft Corporation.

"**Permuta-Provided Data**" means any data provided by Permuta to Ordering Activity under this Agreement, including Sample Data. Permuta-Provided Data excludes Ordering Activity Data.

"**Perpetually Licensed Software**" means the version(s) of Software licensed by the Ordering Activity for which the Ordering Activity's use rights do not expire. Unless Software Maintenance is acquired for a fee, Ordering Activity's use rights are limited to the versions of software accessed at the time the perpetual licenses were purchased and during a valid Software Maintenance Coverage Period.

"**Previews**" means preview, trial, beta, or other pre-release version or feature of the Products offered by Permuta to obtain Ordering Activity feedback.

"**Product(s)**" means any or all product(s) sold to Ordering Activity by Permuta, such as all Software, Hosted Services and other web-based services, including Previews.

"**Purchase Agreement**" means the binding agreement between Ordering Activity and Reseller or Prime Contractor under which Ordering Activity orders Products and accepts the Terms.

"**Receiving Party**" means the party that receives Confidential Information from the Disclosing Party.

"**Reseller**" means any reseller authorized by Permuta to resell the Products and Software to Ordering Activity.

"**Roll-Over Support Credits**" means a limited quantity of expired support credits reissued in a Follow-on Support Plan in accordance with section 7.4.2.

"**Sample Data**" means data in, originating from, or derived from an information system consumable form that mimics or is representative of real-world operational data which may be used for testing, demonstrations or other purposes and that is made available to Ordering Activity under this Agreement.

"**Security Policy**" means the collective policies and procedures followed by Permuta to establish and maintain the Products' Trustworthiness as required by Ordering Activity.

 "**Software**" means any software provided by Permuta, directly or indirectly, to Ordering Activity. Software does not include Hosted Services but Hosted Services may include Software.

"**Support Credits**" are allotments for Ordering Activity Support that are earned either monthly or annually with a Ordering Activity Support Plan.

"**Support Credit Redemption Plan**" means a detailed plan for redeeming no less than 500 Support Credits in support of a specific Ordering Activity initiative or set of requirements related to the Ordering Activity's desired use of Products.

"**Support Plan**" means one of the support plans listed in Section 7.2 in which Ordering Activity enrolls during a Subscription Term.

"**Support Task**" means a specific instance of Ordering Activity's access to Permuta expertise or technical support in connection with a Ordering Activity Support Plan.

"**Use Rights**" means the rights of members, users, mission owners, and other End Users to use the Software as described by Permuta from time to time.