ATTACHMENT A – CHECKMARX

TERM SOFTWARE LICENSE AND SUPPORT AGREEMENT

1. DEFINITIONS.

1.1 "**Affiliate**" means, with respect to a Party, any entity that, directly or indirectly, controls, is controlled by, or is under common control with such Party, and "control" means the direct or indirect possession of the power to direct or to cause the direction of the management and policies of the entity.

1.2 "**Authorized Contractor**" means a contractor who holds valid Named User Licenses purchased by Ordering Activity for the purpose of providing services to Ordering Activity.

1.3 "**Effective Date**" means the date set forth in the purchase order.

1.4 "**Fees**" means the Software license fees and applicable service fees charged by Licensor to Ordering Activity, as set forth in the GSA Schedule Pricelist and the purchase order.

1.5 "**License Term**" means the term of the Software license(s) purchased by Ordering Activity, as set forth in the purchase order.

1.6 "**License Type**" means the type of licenses (e.g., Named User, Node Locked) purchased by Ordering Activity.

1.7 "**M.U.S.**" has the meaning set forth in Section 3.1.

1.8 "**Quote**" means a valid quotation document provided by Licensor or an authorized reseller setting out the quantity and type of products and services purchased by Ordering Activity.

1.9 "**Software**" means the object code form of Licensor's software programs for which Ordering Activity has purchased a license as set out in the purchase order, and all Enhancements and Updates provided to Ordering Activity during an active annual term license or M.U.S. subscription.

2.0 GRANT OF LICENSE.

2.1 Grant. Subject to the terms and conditions of this Agreement, the underlying GSA Schedule contract, and the purchase order, Licensor grants to Ordering Activity a limited, non-exclusive, non-transferable, non-sublicenceable (except as provided in Section 2.3), license, during the License Term: (a) to utilize the Software and Documentation for internal use only, subject to the License Type limitations; (b) to make a reasonable amount of copies of the Documentation required for Ordering Activity's internal use; and (c) to make a reasonable number of copies of the Software and Documentation for inactive backup and archival purposes only.

2.2 Restrictions. Ordering Activity may not: (a) use the Software in excess of the License Type restrictions; (b) attempt to circumvent any license restrictions or License Type limitations; (c) reverse engineer, decompile, disassemble or create derivative works of the Software or Documentation; (d) reproduce, publish, distribute, transfer, publicly display, resell, rent, lease, sublicense, loan, or lend the Software or Documentation to any third party; (e) use the Software to provide code scanning or audit services to a third party, or make the Software available in a service bureau or any similar commercial time-sharing arrangement; (f) transfer, assign or permit the sharing of license keys or product codes to a third party; (g) make available to any third party any analysis of the results of the operation of the Software, including benchmarking results, without the express written consent of Licensor; or (h) otherwise provide access to the Software or the output generated by the Software to any individual who does not hold a valid Named User License.

2.3 Use by Authorized Contractors. Ordering Activity shall be permitted to permit use of the Software by Authorized Contractors by purchasing Named User licenses on behalf of Authorized Contractors who have a need to use the Software to fulfill contractual obligations to provide services to Ordering Activity. These Named User licenses may only be used by the Authorized Contractor in accordance with the terms and conditions set out in this Agreement: (a) for the benefit of Ordering Activity; and (b) to scan the code of Ordering Activity. The Authorized Contractor may not use the Software for the contractor's own benefit or for the benefit of any other party. Ordering Activity shall remain responsible at all times for the use of the Software and compliance with all terms and conditions of this Agreement by Authorized Contractors.

2.4 Audit and Enforcement Rights. Licensor shall be entitled, up to one time per each twelve (12) month period during the License Term, commencing on the Effective Date, to request a Software license audit to verify compliance with this Agreement and the number and type of licenses purchased by Ordering Activity. Within thirty (30) days of Licensor's written request, Ordering Activity shall conduct a diligent internal audit and shall provide Licensor with a written license compliance certification signed by a duly authorized officer of Ordering Activity, certifying the use of the Software during the specified audit period.

3.0 SUPPORT AND TRAINING.

3.1 Description of Support. Licensor will provide Software maintenance, upgrades and support ("**M.U.S.**") during the License Term in accordance with the service level agreement attached hereto as Exhibit A.

3.2 Expiration of Service Hours. All training and other professional services hours/credits ordered by Ordering Activity must be used within six (6) months of purchase.

4.0 RESERVED.

5.0 TITLE AND OWNERSHIP; PROPRIETARY NOTICES.

5.1 By Licensor. Licensor retains all right, title and interest in and to the Software and Documentation and all copies, improvements, enhancements, modifications and derivative works of the Software and Documentation, including, without limitation, all patent, copyright, trade secret, trademarks and other intellectual property rights. All express or implied rights to the Software and Documentation not specifically granted herein are expressly reserved to Licensor.

5.2 Proprietary Notices. Ordering Activity may not remove the copyright, trademark and other proprietary notices contained on or in the Software and the Documentation as delivered to Ordering Activity on all copies of such Software and Documentation.

6.0 LIMITED WARRANTY.

6.1 Limited Software Warranty. Licensor warrants to Ordering Activity that, for a period of thirty (30) days after initial delivery to Ordering Activity (the "**Warranty Period**"), the Software, when properly installed and used by Ordering Activity, will operate in substantial conformity with the functional specifications set out in the Documentation. If, during the Warranty Period, Ordering Activity determines that the Software does not comply with the above warranty, Ordering Activity shall provide Licensor with written notice documenting each such non-conformity. Within a reasonable time after receipt of Ordering Activity's notice, Licensor shall, at Licensor's sole discretion and as Ordering Activity's sole and exclusive remedy: (a) deliver to Ordering Activity a Workaround or correction of the non-conformity; (b) offer to Ordering Activity a similar software product with substantially the same functionality as the non-conforming Software; or (c) promptly terminate this Agreement and refund the amount of license fees paid by Ordering Activity for the non-conforming Software, less a reasonable pro-rated amount reflecting any actual use of the Software by Ordering Activity prior to the date of refund.

6.2 Warranty Limitations. The limited warranty set forth above in Section 6.1 shall not apply to the extent the Software: (a) is not used in accordance with the Documentation; (b) has been modified without Licensor's express authorization; (c) fails to function due to a malfunction of Ordering Activity's equipment; or (d) fails to function because of third party software (software and/or hardware), incorporated or integrated with, or used in connection with the Software which was not provided or approved by Licensor.

6.3 Disclaimer of Warranties. EXCEPT FOR THE LIMITED WARRANTY PROVIDED IN SECTION 6.1, ALL SOFTWARE AND DOCUMENTATION IS PROVIDED ON AN "AS IS" BASIS. THE LIMITED WARRANTY SET FORTH IN SECTION 6.1 IS THE EXCLUSIVE WARRANTY OFFERED BY LICENSOR AND ALL OTHER WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE ARE EXPRESSLY DISCLAIMED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. LICENSOR DOES NOT WARRANT THAT THE SOFTWARE WILL MEET THE REQUIREMENTS OF ORDERING ACTIVITY, OR THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED AND/OR ERROR-FREE. LICENSOR DOES NOT REPRESENT OR WARRANT THAT THE USE OF THE SOFTWARE WILL RENDER ORDERING ACTIVITY'S CODE FREE FROM ERRORS OR SAFE FROM INTRUSIONS OR ANY OTHER SECURITY EXPOSURES, OR THAT THE SOFTWARE WILL DETECT ALL ERRORS OR VULNERABILITIES IN ORDERING ACTIVITY'S CODE.

6.4 Exclusive Remedy. THIS SECTION 6 STATES ORDERING ACTIVITY'S SOLE AND EXCLUSIVE REMEDY AND THE ENTIRE LIABILITY OF LICENSOR FOR BREACH OF WARRANTY.

7.0 RESERVED.

8.0 RESERVED.

9.0 GENERAL PROVISIONS.

9.1 **Restricted Parties.** Ordering Activity represents and warrants that it is not a "**Restricted Party**," which shall be deemed to include any person or entity: (a) located in or a national of Iran, Lebanon, Libya, North Korea, Sudan, Syria, or any other countries subject to U.S. or Israeli embargo or trade restrictions; (a "**Prohibited Territory**") or (b) on the U.S. Department of Commerce Denied Person's List, Entity List, or Unverified List; the U.S. Department of the Treasury's list of Specially Designated Nationals and Blocked Persons; or the U.S. Department of State's List of Debarred Parties. Ordering Activity shall not distribute, transfer or permit access to any Licensor Software or Documentation to any Restricted Party or any person or entity in a Prohibited Territory without the prior, express written authorization from Licensor and, as appropriate, any relevant government agency**.**

9.2 **United States Government Rights in Commercial Off-the-Shelf Software**. The Software and Documentation constitute
"commercial computer software," and "commercial computer software documentation" and "technical data" as defined in FAR Section 12.212.
Consistent with the applicable provisions of the applicable federal acquisition regulations, including but not limited to 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Software and Documentation are being licensed to U.S. Government end users only as commercial items and pursuant solely to the terms and conditions herein.

9.3 **Add-Ons**. Licensor or other third parties may make available optional add-ons, extensions, plug-ins or services intended to enhance the functionality of the Software (the "**Add-Ons**"). Such Add-Ons, if ordered by Ordering Activity, may be subject to additional Fees set forth on a separate purchase order.

<u>**EXHIBIT A**</u>
Section - MAINTENANCE, UPGRADES AND SUPPORT (M.U.S.)

1. <u>**DEFINITIONS**</u>.

   (a) "**Bug**" means an error condition that causes the Software to fail to operate in substantial compliance with the Documentation.
   (b) "**Enhancement**" means a new version of the Software which Licensor makes generally available to its Ordering Activities who are eligible to receive support.
   (c) "**Normal Business Hours**" means Monday through Friday, 09:00 – 17:00, Ordering Activity's local time, excluding public holidays.
   (d) "**Resolution Time**" means the time elapsed until a Workaround or permanent solution to a Bug has been provided in accordance with the resolution timelines set out below, according to the severity classification.
   (e) "**Updates**" means a set of procedures or new program code that Licensor implements to fix Bugs.
   (f) "**Workaround**" means a temporary error correction or change in operating procedure allowing Ordering Activity to continue to use the Software until a long-term solution has been provided.

   All capitalized terms not defined above shall have the meaning set forth in the main body of the license Agreement above.

2. <u>**SUPPORT**</u>.

   During the Term of the Agreement:

   (a) Licensor will provide technical support and assistance with respect to the Software, including: (i) clarification of functions and features; (ii) clarification of Documentation; and (iii) technical support and assistance in the operation of the Software. Licensor shall provide this general support only for the latest version of the Software and the one previous version.
   (b) Licensor shall provide support during Normal Business Hours via telephone and email to Ordering Activity's Support Contact Designee.
   (c) Bug fixes will generally be accomplished through the periodic release of Updates and Enhancements. Ordering Activity acknowledges that some Bug fixes will require Ordering Activity to update the Software to the then-current version, and Licensor shall not be required to provide Bug fixes, Enhancements or Updates for any Software version other than the then-current version.
   (d) Errors in the Documentation will be corrected by Licensor in its discretion.
   (e) Licensor shall not be responsible for providing support for matters not directly involving problems with the Software, such as Ordering Activity operations problems, database problems, interfaces to other systems, and third party products (software and/or hardware).
   (f) Licensor shall not be responsible to provide support for problems resulting from unauthorized modifications of the Software,

Software misuse, use of the Software in a manner other than described in the Documentation, or negligence on the part of the Ordering Activity or a third party outside of Licensor's control.

3. **RESPONSE AND RESOLUTION SCHEDULE**.

Ordering Activity will initially classify each Bug in the Software or error in the Documentation based on the following schedule, and thereafter report such Bug or error to Licensor for correction. Licensor shall perform problem management in accordance with the priority level initially determined by Ordering Activity; however the final classification of the priority level will be determined by Licensor in accordance with the table below:

PRIORITY LEVEL:	CRITERIA
Priority 1	Fatal: Bug preventing all use of the Software.
Priority 2	Severe Impact: Bug disabling major functions from being performed. This condition exists when the Software is partially inoperative, but is still usable by Ordering Activity and the impact is one of inconvenience.
Priority 3	Minimal Impact: Includes all other Bugs. This condition generally exists when the Software is usable and the problems consist of inconveniences or minor failures involving individual components of the system.

Upon receipt of Ordering Activity's service ticket initially classifying the priority of the problem, Licensor shall use commercially reasonable efforts to promptly contact Ordering Activity to confirm the priority level of the service call, and shall use commercially reasonable efforts to respond to, restore or resolve Bug related error reports and service calls according to the following schedule:

PRIORITY LEVEL	RESOLUTION TIME
Priority 1	1 to 2 business days
Priority 2	3 to 6 business days
Priority 3	Licensor's discretion

4. **ORDERING ACTIVITY'S OBLIGATIONS DURING THE LICENSE TERM PERIOD**.

(a) Ordering Activity shall notify Licensor of any Bugs and errors by sending an email to support@checkmarx.com.

(b) Ordering Activity shall appoint one support contact designee who will be Licensor's single point of contact for support requests.

(c) Ordering Activity shall provide Licensor with all reasonably requested reasonable cooperation and assistance as required to provide support in accordance with the response times set out above. Licensor shall not be responsible for failure to meet its service level obligations to the extent caused by Ordering Activity's failure to provide reasonable support and assistance to Licensor.

(d) All support services are provided remotely unless otherwise agreed by the parties. If Ordering Activity requires the use of specific remote connectivity software, it is Ordering Activity responsibility to license and operate such software. Remote support shall be provided via WebEx or other mutually agreed means.

PERPETUAL SOFTWARE LICENSE AND TERM SUPPORT AGREEMENT

1.0 **DEFINITIONS.**

1.1 "**Affiliate**" means, with respect to a Party, any entity that, directly or indirectly, controls, is controlled by, or is under common control with such Party; and "control" means the direct or indirect possession of the power to direct or to cause the direction of the management and policies of the entity.

1.2 "**Authorized Contractor**" means a contractor who holds a valid Named User License purchased by Ordering Activity for the purpose of providing services to Ordering Activity and its Affiliates.

1.3 "**Documentation"** means the user guides, installation instructions, release notes and/or training manuals provided to Ordering Activity by Licensor upon delivery of the Products as updated from time to time by Licensor, but does not include marketing materials or sales correspondence.

1.4 "**Effective Date**" is set forth in the applicable purchase order.

1.5 "**Fees**" means the fees charged by Licensor to Ordering Activity for the Product License and M.U.S. Fees as set forth in the GSA Schedule Pricelist and the purchase order.

1.6 "**License Type**" means the node locked or restricted user licenses set forth in Exhibit A and specified in the purchase order.

1.7 "**M.U.S.** " means maintenance, upgrade and support as set forth in Exhibit B.

1.8 "**M.U.S. Period**" is set forth in Exhibit A and specified in the purchase order.

1.9 "**Normal Business Hours**" means Monday through Friday, 9:00 – 17:00 Ordering Activity local time.

1.10 "**Product(s)**" means the object code form of Licensor's software programs which are set forth in Exhibit A; and all bug fixes, Updates, and Enhancements provided to Ordering Activity during the Term of this Agreement.

1.11 "**Territory**" means the territory set forth in Exhibit A.

1.12 "**Term**" means the Product license term set forth in Exhibit A.

1.13 "**Workaround**" means the term set forth in Exhibit B.

2.0 **GRANT OF LICENSE.**

2.1 **Grant**. Subject to the terms and conditions of this Agreement, the underlying GSA Schedule Contract, and the purchase order, Licensor grants to Ordering Activity a perpetual, non-exclusive, non-transferable, non-sublicenseable (except only as provided in Section 2.3) license, within the Territory: (a) to utilize the Products and Documentation for internal use only, subject to the limitations of the License Type; and (b) to make one (1) copy of the Products for archival and backup purpose only, and a reasonable amount of copies of the Documentation required for Ordering Activity's internal use.

2.2 **Restrictions.** Ordering Activity may not directly or indirectly, alone or with any third party: (a) work around any technical limitations in the Products or attempt to circumvent any License Type restrictions; (b) reverse engineer, decompile, disassemble or create derivative works of the Products or Documentation; (c) reproduce, publish, distribute, transfer, publicly display, resell, rent, lease, sublicense, loan, or lend the Products or Documentation to any third party; (d) use the Products in any manner that is against the law of any jurisdiction; (e) use the Products for commercial software or commercial audit services, or make the Products available in a service bureau or any similar commercial time-sharing arrangement; (f) use the Products for the benefit of any third party; (g) transfer, assign or permit the sharing of license keys to a third party; (h) process or permit to be processed any code of a third party; or (i) otherwise provide third party access to the Products or Documentation.

2.3 **Sublicensing; Use by Authorized Contractors.** Ordering Activity shall be permitted to grant sublicenses to Ordering Activity's Affiliates, by purchasing additional Named User licenses on behalf of its Affiliates, who shall be entitled to use the Product for their own internal use subject to the terms and conditions of this Agreement. Ordering Activity shall also be permitted to grant sublicenses to Authorized Contractors by purchasing additional Named User licenses on behalf of Authorized Contractors who have a need to use the Product to fulfill contractual obligations to provide services to Ordering Activity or its Affiliates. These Named User licenses may only be used by the Authorized Contractor: (a) for the benefit of Ordering Activity and its Affiliates; and (b) to scan the code of Ordering Activity or its Affiliates. The Authorized Contractor may not use the Product for the contractor's own benefit or for the benefit of any other party. Ordering Activity shall remain responsible at all times for the use of the Product and compliance with all terms and conditions of this Agreement by its Affiliates and Authorized Contractors.

2.4 **Audit and Enforcement Rights.** Licensor shall be entitled, up to one time per each twelve (12) month period during the Term, commencing on the Effective Date, to request a Product license audit to verify compliance with this Agreement and the number and type of licenses purchased by Ordering Activity. Within thirty (30) days of Licensor's written request, Ordering Activity shall conduct a diligent internal audit and shall provide Licensor with a written license compliance certification signed by a duly authorized officer of Ordering Activity, certifying the use of the Products during the specified audit period.

3.0 **SUPPORT.**

3.1 **Description of Support.** Subject to the terms and conditions of this Agreement, the underlying GSA Schedule Contract, and the purchase order, Licensor will provide M.U.S. in accordance with the service level agreement attached hereto as Exhibit B during the M.U.S. Period.

3.2 **M.U.S. Renewals**. The M.U.S. Period may be renewed at Ordering Activity's option as set forth in this Section. If Ordering Activity's M.U.S. Period should terminate or expire, Ordering Activity may reinstate M.U.S. upon issuance of a purchase order and payment of: (a) the cumulative outstanding M.U.S. Fees that would have been paid had

the M.U.S. not lapsed, plus (b) the M.U.S. Fees for the renewal period, according to Licensor's then applicable GSA price list.

3.3 **Product End of Life Support Policy**. Licensor retains the right to discontinue ("End-of-Life") a Product, upon twelve (12) months prior written notice to Ordering Activity. Following the Product End-of-Life, Product licenses and M.U.S. shall no longer be available for purchase, and Licensor shall have no further obligation to support the Product.

4.0 **RESERVED.**

5.0 **TITLE AND OWNERSHIP; PROPRIETARY NOTICES.**

5.1 **By Licensor.** Licensor retains all right, title and interest in and to the Software and Documentation and all copies, improvements, enhancements, modifications and derivative works of the Software and Documentation, including, without limitation, all patent, copyright, trade secret, trademarks and other intellectual property rights. All express or implied rights to the Products and Documentation not specifically granted herein are expressly reserved to Licensor.

5.2 **Proprietary Notices.** Ordering Activity may not remove the copyright, trademark and other proprietary notices contained on or in the Products and the Documentation as delivered to Ordering Activity on all copies of such Products and Documentation.

6.0 **LIMITED WARRANTY.**

6.1 **Limited Product Warranty**. Licensor warrants to Ordering Activity that: (a) for a period of thirty (30) days after Acceptance by Ordering Activity (the "**Warranty Period**"), the Product, when properly installed and used in accordance with the Documentation, is capable of operating in substantial conformity with the Documentation; and (b) Licensor will, prior to delivery of the Product, perform standard scans to prevent the presence of viruses, bugs, malware or other harmful or malicious code in the Product.

6.2 **Warranty Limitations.** The limited warranties set forth above in Section 6.1 shall not apply if the Product: (a) is not used in accordance with the Documentation; (b) has been modified without Licensor's express authorization; (c) fails to function due to a malfunction of Ordering Activity's equipment; or (d) fails to function because of third party products (software and/or hardware), incorporated or integrated with, or used in connection with the Products which are not provided or approved by Licensor.

6.3 **Warranty Claims.** If, during the Warranty Period, Ordering Activity determines that the Products do not comply with the warranties set forth in Section 6.1, Ordering Activity shall provide Licensor with written notice documenting each such non-conformity. Within a reasonable time after receipt of Ordering Activity's notice, Licensor shall, at Licensor's sole discretion and as Ordering Activity's sole and exclusive remedy: (a) deliver to Ordering Activity a Workaround or correction of the non-conformity; (b) offer to Ordering Activity a similar product with substantially the same functionality as the non-conforming Product or (c) immediately terminate this Agreement and refund the prorated amount of license fees paid by Ordering Activity for such Product, depreciated over the remaining duration of the Term on a straightline basis beginning on the Effective Date.

6.4 **Disclaimer of Liability.** EXCEPT FOR THE LIMITED WARRANTIES PROVIDED IN SECTION 6.1, ALL PRODUCTS AND
DOCUMENTATION ARE PROVIDED ON AN "AS IS" BASIS. THE LIMITED WARRANTIES SET FORTH IN SECTION 6.1 ARE THE
EXCLUSIVE WARRANTIES OFFERED BY LICENSOR AND ALL OTHER WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE ARE EXPRESSLY DISCLAIMED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF
MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. LICENSOR DOES NOT WARRANT THAT THE PRODUCTS WILL MEET THE REQUIREMENTS OF ORDERING ACTIVITY, THAT THE OPERATION OF THE PRODUCTS WILL BE UNINTERRUPTED AND/OR ERROR-FREE. LICENSOR DOES NOT REPRESENT OR WARRANT THAT THE USE OF THE PRODUCTS
WILL RENDER ORDERING ACTIVITY'S CODE FREE FROM ERRORS OR SAFE FROM INTRUSIONS OR ANY OTHER SECURITY
EXPOSURES, OR THAT THE PRODUCTS WILL DETECT ALL ERRORS OR VULNERABILITIES IN ORDERING ACTIVITY'S SOURCE CODE. THE REMEDIES SET FORTH IN THIS SECTION 6 ARE THE SOLE AND EXCLUSIVE REMEDIES REGARDING ACTUAL OR ALLEGED BREACH OF WARRANTY OR FAILURE OF THE PRODUCT TO PERFORM.

7.0 **RESERVED.**

8.0 **RESERVED.**

9.0

RESERVED.

10.0

RESERVED.

11.0 **RESERVED.**

12.0   GENERAL PROVISIONS.

12.1   Restricted Parties. Ordering Activity represents and warrants that it is not a "Restricted Party," which shall be deemed to include any person or entity: (a) located in or a national of Iran, Lebanon, Libya, North Korea, Sudan, Syria, or any other countries subject to U.S. or Israeli embargo or trade restrictions (a Prohibited Territory") or (b) on the U.S. Department of Commerce Denied Person's List, Entity List, or

Unverified List; the U.S. Department of the Treasury's list of Specially Designated Nationals and Blocked Persons; or the U.S. Department of State's List of Debarred Parties. Ordering Activity shall not distribute, transfer or permit access to any Vendor Software or Documentation to any Restricted Party or any person or entity in a Prohibited Territory without the prior, express written authorization from Vendor and, as appropriate, any relevant government agency.

12.2   United States Government Rights in Commercial Off-the Shelf Software. The Software and Documentation constitute

"commercial computer software," and "commercial computer software documentation" and "technical data" as defined in FAR Section 12.212.

Consistent with the applicable provisions of the applicable federal acquisition regulations, including but not limited to 48 C.F.R. §12.212 or 48 C.F.R. §227.7202-1 through 227.7202-4, as applicable, the Software and Documentation are being licensed to U.S. Government end users only as commercial items and pursuant solely to the terms and conditions herein.

Section - EXHIBIT A GENERAL DEFINITIONS &PRODUCTS

Ordering Activity Data:

"**Effective Date**" shall mean the date set forth in the applicable purchase order

"**Term**" shall mean:

        Product License Term: Perpetual
        M.U.S. Period: ; i.e. 12, 24, 36 months

"**Ordering Activity Contact**" shall mean the individual designated to receive notices under this agreement.

"**Territory**" shall mean the physical territory where the License is granted

Products:

Product [complete: products]	License Type
CxSuite Application Server/CxEngine	Node-locked
	Named User License
CxScanner	

SPECIAL TERMS:

Notes:

(1)   Definition of License Types:

        "**Node-locked**" means a license is tied to a specific system/machine so that the Product may only be used on that system/machine.

        "**Named User License**" means a license is tied to a specific named user so that the Product may only be used by that individual named user.

1. **DEFINITIONS**.

    "Bug" means an error condition that causes the Product to fail to operate substantially in compliance with the Documentation.

    "Enhancement" means a new version of a Product which Licensor makes generally available to its Ordering Activities who are eligible to receive Support, which may improve the functionality of, or add minor functional capabilities to, the Products.

    "**Resolution"** means the time elapsed until a Workaround or permanent solution to the Bug has been provided in accordance with Exhibit B according to the severity classification.

    "Updates" means a set of procedures or new program code that Licensor implements to fix Bugs, and which may include modifications to improve performance or revisions to versions or releases of a Product which may improve its functionality, or additions or corrections to Documentation.

    "**Workaround**" means a temporary error correction or change in operating procedure allowing Ordering Activity to continue to use the Products.

    All capitalized terms not defined above shall have the meaning set forth in the main body of the license Agreement above.

2. **SUPPORT**.

During the Term of the Agreement:,

    2.1. Licensor will provide technical support and assistance with respect to the Products, including (i) clarification of functions and features; (ii) clarification of Documentation; and (iii) technical support and assistance in the operation of the Products. Licensor shall provide this general support only for the latest version of the Product and the one previous version. Licensor shall provide support during Normal Business Hours via telephone, and email to Ordering Activity's Support Contact Designee.

    2.2. Bug fixes will generally be accomplished through the periodic release of Updates and Enhancements. Ordering Activity acknowledges that some Bug fixes will require Ordering Activity to update the Product to the then-current version, and Licensor shall not be required to provide Bug fixes, Enhancements or Updates for any Product version other than the then-current version.

    2.3. Errors in the Documentation will be corrected by Licensor in its discretion. Licensor shall not be responsible for providing support for matters not directly involving problems with the Products, such as Ordering Activity operations problems, database problems, and interfaces to other systems, third party products (software and/or hardware) etc.

    2.4. Licensor shall not be responsible to provide support for problems resulting from unauthorized modifications of the Product; Product misuse; use of the Product in a manner other than described in the Documentation; or negligence on the part of the Ordering Activity or a third party outside of Licensor's control.

3. **RESPONSE AND RESOLUTION SCHEDULE**.

    Ordering Activity will initially classify each error in the Product or related Documentation based on the following schedule, and thereafter report such error or Bug to Licensor for correction. Licensor shall perform problem management in accordance with the priority level initially determined by Ordering Activity; however the final classification of the priority level will be determined by Licensor.

PRIORITY LEVEL:	CRITERIA
Priority 1	Fatal: Bug preventing all use of the Product.

Priority 2	<u>Severe Impact</u>: Bug disabling major functions from being performed. This condition exists when the Product is partially inoperative, but is still usable by Ordering Activity and the impact is one of inconvenience.
Priority 3	<u>Minimal Impact</u>: Includes all other Bugs. This condition generally exists when the Product is usable and the problems consist of inconveniences or minor failures involving individual components of the system.

Upon receipt of Ordering Activity's service call initially classifying the priority of the problem, Licensor shall use commercially reasonable efforts to promptly contact Ordering Activity to confirm the priority level of the service call, and shall use commercially reasonable efforts to respond to, restore or resolve Bug related error reports and service calls according to the following schedule:

PRIORITY LEVEL	RESOLUTION TIME
Priority 1	1 to 2 business days
Priority 2	3 to 6 business days
Priority 3	Licensor's discretion

4. **ORDERING ACTIVITY'S OBLIGATIONS DURING THE LICENSE TERM PERIOD**.

(a)   Ordering Activity shall appoint one Support Contact Designee.

(b)   Ordering Activity shall properly maintain the Products at the then-current version and release level as provided herein.

(c)   Subject to Ordering Activity's security requirements, Ordering Activity shall provide Licensor with reasonable access to Ordering Activity's system facilities including, but not limited to, a secure connection to Ordering Activity's principal server, which has been determined by the Parties to be required in order that timely support may be provided pursuant to this Agreement.

(d)   Ordering Activity shall provide remedial corrective action, if necessary, with the assistance of Licensor personnel.

(e)   Ordering Activity shall notify Licensor of any Bugs in accordance with Licensor's then-current problem reporting procedures.

(f)   If Ordering Activity has purchased a node-locked Product license, Ordering Activity may transfer the license to a reasonable number of machines, in Licensor's discretion, by: (a) sending written notification of such transfer to Licensor, signed by an authorized officer of Ordering Activity; and (b) promptly deleting the previously installed version upon transfer of the Product to the new machine.

(g)   All support services are provided remotely unless otherwise agreed by the parties. Ordering Activity will use commercially reasonable efforts to provide Licensor with remote diagnostic capabilities by using standard remote software packages. It is Ordering Activity responsibility to license and operate any such remote diagnostic software.