Unitrends, Inc.
200 Wheeler Road
Burlington, MA 01803

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

1. **Scope**. This Rider and the attached Unitrends, Inc. ("Manufacturer") product specific license terms establish the terms and conditions enabling EC America ("Contractor") to provide Manufacturer's information technology products and services to Ordering Activities under EC America's GSA MAS IT70 contract number GS-35F-0511T (the "Schedule Contract"). Installation and use of the information technology shall be in accordance with this Rider and Manufacturer Specific Terms attached hereto, unless an Ordering Activity determines that it requires different terms of use and Manufacturer agrees in writing to such terms in a valid delivery order placed pursuant to the Schedule Contract.

2. **Applicability**. Whereas GSA and EC America agreed at the time of Schedule Contract award upon a base set of terms and conditions applicable to all manufacturers and items represented on the Schedule Contract; and Whereas, the parties further agreed that all product specific license, warranty and software maintenance terms and conditions would be submitted at the time each new manufacturer was to be added to the Schedule Contract; Now, Therefore, the parties hereby agree that the product specific license, warranty and software maintenance terms set forth in Attachment A hereto (the "Manufacturer Specific Terms" or the "Attachment A Terms") are incorporated into the Schedule Contract, but only to the extent that they are consistent with Federal law (*e.g.*, the Anti-Deficiency Act (31 U.S.C. § 1341), the Contracts Disputes Act of 1978 (41 U.S.C. §§ 7101 *et seq.*), the Prompt Payment Act (31 U.S.C. §§ 3901 *et. seq.*), the Anti-Assignment statutes (31 U.S.C. § 3727 and 41 U.S.C. § 15), DOJ's jurisdictional statute 28 U.S.C. § 516 (Conduct of Litigation Reserved to the Department of Justice (DOJ), and 28 U.S.C. § 1498 (Patent and copyright cases)). To the extent any Attachment A Terms are inconsistent with Federal law (See, FAR 12.212(a)), such inconsistent terms shall be superseded, unenforceable and of no legal force or effect in all resultant orders under the Schedule Contract, including but not limited to the following provisions:

a) **Contracting Parties.** The GSA Customer ("Licensee") is the "Ordering Activity", defined as the entity authorized to order under GSA MAS contracts as set forth in GSA ORDER ADM 4800.2G (Feb 2011), as may be revised from time to time.

b) **Changes to Work and Delays.** Subject to GSAR Clause 552.243-72, Modifications (Federal Supply Schedule) (July 2000) (Deviation I – SEPT 2010), and 52.212-4(f) Excusable Delays (JUN 2010) regarding which the GSAR and the FAR provisions take precedence.

c) **Contract Formation.** Subject to FAR 1.601(a) and FAR 43.102, the GSA Customer Purchase Order must be signed by a duly warranted Contracting Officer, in writing. The same requirement applies to contract modifications affecting the rights of the parties. All terms and conditions intended to bind the Government must be included within the contract signed by the Government.

d) **Termination**. Clauses in the Manufacturer Specific Terms referencing termination or cancellation are superseded and not applicable to any GSA Customer order. Termination shall be governed by the FAR, the underlying GSA Schedule Contract and the terms in any applicable GSA Customer

Purchase Orders. If the Contractor believes the GSA Customer to be in breach, it must file a claim with the Contracting Officer and continue to diligently pursue performance. In commercial item contracting under FAR 12.302(b), the FAR provisions dealing with disputes and continued performance cannot be changed by the Contracting Officer.

e) **Choice of Law.** Subject to the Contracts Disputes Act, the validity, interpretation and enforcement of this Rider shall be governed by and construed in accordance with the Federal laws of the United States. In the event the Uniform Computer Information Transactions Act (UCITA) or any similar federal laws or regulations are enacted, to the extent allowed by Federal law, they will not apply to this Rider or the underlying Schedule Contract.

f) **Equitable remedies**. Equitable remedies are generally not awarded against the Government absent a statute providing therefore. In the absence of a direct citation to such a statute, all clauses in the Manufacturer Specific Terms referencing equitable remedies are superseded and not applicable to any GSA Customer order.

g) **Unilateral Termination.** Unilateral termination by the Contractor does not apply to a GSA Customer Purchase Order and all clauses in the Manufacturer Specific Terms referencing unilateral termination rights of the Manufacturer are hereby superseded.

h) **Unreasonable Delay.** Subject to FAR 52.212-4(f) Excusable delays, the Contractor shall be liable for default unless the nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

i) **Assignment.** All clauses regarding the Contractor's assignment are subject to FAR 52.232-23, Assignment of Claims (JAN 1986) and FAR 42.12 Novation and Change-of-Name Agreements (Sep. 2013). All clauses governing the Contractor's assignment in the Manufacturer Specific Terms are hereby superseded.

j) **Waiver of Jury Trial.** Waivers of Jury Trials are subject to FAR 52.233-1 Disputes (JULY 2002). The Government will not agree to waive any right that it may have under federal law. All clauses governing a waiver of jury trial in the Manufacturer Specific Terms are hereby superseded.

k) **Government Indemnities.** This is an obligation in advance of an appropriation that violates anti-deficiency laws (31 U.S.C. § 1341 and 41 U.S.C. § 6301), since the GSA Customer commits to pay an unknown amount at an unknown future time. The violation occurs when the commitment is made, i.e., when the agreement featuring this clause is incorporated into a Government contract, and not when the clause is triggered. The Interim FAR Rule dated June 21, 2013 and the Office of Legal Counsel opinion dated March 12, 2012 prohibit such indemnifications. All Manufacturer Specific Terms referencing customer indemnities are hereby superseded.

l) **Contractor Indemnities.** All Manufacturer Specific Terms that violate DOJ's jurisdictional statute (28 U.S.C. § 516) by requiring that the Government give sole control over the litigation and/or settlement to the Contractor are hereby superseded. Nothing contained in the Manufacturer's Specific terms shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute.

m) **Renewals.** All Manufacturer Specific Terms that provide for automatic renewals violate the Anti-Deficiency Act and are hereby superseded. This is an obligation in advance of an appropriation that violates anti-deficiency laws (31 U.S.C. § 1341 and 41 U.S.C. § 6301), since the GSA Customer commits to pay an unknown amount at an unknown future time. The violation occurs when the commitment is made, i.e., when the agreement featuring this clause is incorporated into a Government contract, and not when the clause is triggered.

n) **Future Fees or Penalties.** All Manufacturer Specific Terms that require the Government to pay any future fees, charges or penalties are hereby superseded unless specifically authorized by existing statutes, such as the Prompt Payment Act (31 U.S.C. § 3901 et seq.) or Equal Access To Justice Act (5 U.S.C. § 504; 28 U.S.C. § 2412).

o) **Taxes.** Taxes are subject to FAR 52.212-4(k), which provides that the contract price includes all applicable federal, state, local taxes and duties. Contractor shall state separately on its invoices, taxes excluded from the fees, and the GSA Customer agrees to either pay the amount of the taxes (based on the current value of the equipment or services) to Contractor or provide it evidence necessary to sustain an exemption, in accordance with FAR 52.229-1 and FAR 52.229-3.

p) **Third Party Terms.** When the end user is an instrumentality of the U.S., no license terms bind the GSA Customer unless included verbatim (not by reference) in the EULA, and the EULA is made an attachment to the underlying GSA Schedule Contract. All terms and conditions affecting the GSA Customer must be contained in a writing signed by a duly warranted Contracting Officer. Any third party manufacturer shall be brought into the negotiation, or the components acquired separately under federally-compatible agreements, if any. All Manufacturer Specific Terms that incorporate third party terms by reference are hereby superseded.

q) **Dispute Resolution and Standing.** Any disputes relating to the Manufacturer Specific Terms or to this Rider shall be resolved in accordance with the FAR, the underlying GSA Schedule Contract, any applicable GSA Customer Purchase Orders, and the Contract Disputes Act. The Ordering Activity expressly acknowledges that EC America as contractor, on behalf of the Manufacturer, shall have standing to bring such claim under the Contract Disputes Act.

r) **Advertisements and Endorsements.** Pursuant to GSAR 552.203-71, use of the name or logo of any U.S. Government entity is prohibited. All Manufacturer Specific Terms that allow the Contractor to use the name or logo of a Government entity are hereby superseded.

s) **Public Access to Information.** EC America agrees that the attached Manufacturer Specific Terms and this Rider contain no confidential or proprietary information and acknowledges the Rider shall be available to the public.

t) **Confidentiality.** Any provisions in the attached Manufacturer Specific Terms that require the Ordering Activity to keep certain information confidential are subject to the Freedom of Information Act (5 U.S.C. § 552), and any order by a United States Federal Court. When the end user is an instrumentality of the U.S. Government, neither this Rider, the Manufacturer's Specific Terms nor the Schedule Price List shall be deemed "confidential information" notwithstanding marking to that effect. Notwithstanding anything in this Rider, the Manufacturer's Specific Terms or the Schedule Contract to the contrary, the GSA Customer may retain such Confidential Information as required by law, regulation or its bonafide document retention procedures for legal, regulatory or compliance purposes; provided however, that such retained Confidential Information will continue to be subject to the confidentiality obligations of this Rider, the Manufacturer's Specific Terms and the Schedule Contract**.**

u) **Alternate Dispute Resolution**. The GSA Customer cannot be forced to mediate or arbitrate. Arbitration requires prior guidance by the head of a federal agency promulgated via administrative rulemaking according to 5 U.S.C. § 575(c). GSA has not issued any because it considers the Board of Contract Appeals to be an adequate, binding ADR alternative. All Manufacturer Specific Terms that allow the Contractor to choose arbitration, mediation or other forms of alternate dispute resolution are hereby superseded.

v) **Ownership of Derivative Works**. Provisions purporting to vest exclusive ownership of all derivative works in the licensor of the standard software on which such works may be based are superseded. Ownership of derivative works should be as set forth in the copyright statute, 17 U.S.C. § 103 and the FAR clause at 52.227-14, but at a minimum, the GSA Customer shall receive unlimited rights to use such derivative works at no further cost.

3. **Order of Precedence/Conflict**. To the extent there is a conflict between the terms of this Rider and the terms of the underlying Schedule Contract or a conflict between the terms of this Rider and the terms of an applicable GSA Customer Purchase Order, the terms of the GSA Schedule Contract or any specific, negotiated terms on the GSA Customer Purchase Order shall control over the terms of this Rider. Any capitalized terms used herein but not defined, shall have the meaning assigned to them in the underlying Schedule Contract.

ATTACHMENT A- UNITRENDS

Unitrends™ Inc. End User License Agreement

1. Software Use

1.1. License Grant Subject to the terms and conditions of this Agreement, Licensor grants to the Ordering Activity a personal, limited, non-exclusive, non-transferable, license to use the Software for the term set forth in the applicable purchase order accepted by Licensor (either perpetual or for the subscription period selected in the ordering process) in object code form only on such computers, servers, or equipment in which such Software is embedded or for which such Software is approved for use by Licensor in the Documentation and on such storage capacity as specified in the Documentation (collectively "Approved Systems") solely for Ordering Activity's own internal information processing services and computing needs and subject to any license limitations specified by Licensor or its Channel Partners as part of the ordering process. Any use of the Software that is inconsistent with the terms and conditions of this Agreement, including without limitation the transfer of the Software to another computer or a third party shall be in violation of this Agreement. All rights not expressly granted to Ordering Activity are retained by Licensor. Ordering Activity agrees that its use of the Software will comply with all Federal, state and local laws, rules and regulations of the United States and any foreign country in which the Software is used. The license granted herein is subject to the specific terms set out in this Agreement, the technical restrictions of the Software and/or any additional licensing terms specified by Licensor in the Documentation. Ordering Activity shall pay all applicable license fees as set forth in the applicable purchase order for the Software to Licensor or the Channel Partner through which Ordering Activity issued its purchase order for the Software in accordance with the payment terms set forth on the applicable purchase order.

1.2. Third Party Contractors. Notwithstanding anything to the contrary contained herein, Ordering Activity may permit its Third Party Contractors to use the Software on Ordering Activity's behalf solely in connection with providing information processing and computing services to Ordering Activity. Ordering Activity may not use the Software for providing computing services to third parties. "Third Party Contractor" means a third party engaged by Ordering Activity to provide services to Ordering Activity that is not a competitor of Licensor. Ordering Activity shall require its Affiliates and Third Party Contractors to agree to the terms of this Agreement and shall be liable for any breach of this Agreement by its Affiliates or Third Party Contractors.

1.3 License Keys. In order to use the Software, a license key may be required. After Licensor has received a valid purchase order issued by Ordering Activity which specifies the proper fees and identifies the platform and host name of each computer, server or other equipment on which the Software is installed or will be installed, Licensor will issue a license key to Ordering Activity.

1.4 Restrictions.

(i) General. Except as otherwise expressly permitted herein, Ordering Activity shall not and shall not permit any third party to: (a) translate, adapt, reverse engineer, decompile, decrypt, disassemble, or create derivative works based on the Software; (b) copy (except for one archival copy and provided all of Licensor's trademark, copyright, patent and other notices of proprietary rights are reproduced on all

copies), modify or create derivative works of the Software; (c) rent, lease, transfer, assign, sublicense or otherwise transfer rights to the Software; (d) transfer, distribute, resell, rent, lease, sublicense or loan the Software to any third party; (e) use the Software in a service bureau, or application service provider environment, or in any commercial time share arrangement or otherwise use or make available the Software or any party of the Software for the benefit of any third party, or make the Software or any part of the Software publicly available for download or use via an internet website; (f) distribute any software or device incorporating a part of the Software; (g) use the Software except on the Approved Systems on Ordering Activity's own internal computer networks; (h) attempt to circumvent, disable or defeat any Licensor license key encoded into the Software; (i) use the Software in contravention to any applicable laws or government regulations, including without limitation export laws, and shall not remove the Software or, if applicable, the license keys from the country in which such use was originally licensed; (j) disclose to any third party or publish the results of Software performance benchmarks obtained using the Software; (k) remove any proprietary rights, trademark or copyright notices or other notices contained in the Software. If 1.4(i)(a) is prohibited by applicable law, Ordering Activity shall provide Licensor with a detailed prior written notice of any such intention to reverse engineer the Software and shall provide Licensor with a right of first refusal to perform such work at rates equal to those proposed by a recognized third-party software services provider for such work. Ordering Activity shall take all reasonable precautions to prevent unauthorized or improper use or disclosure of the Software.

(ii)   Software Embedded In Approved System. If the Software is delivered as embedded in an Approved System, Ordering Activity agrees not to remove the Software from the Approved System without Licensor's prior written consent.

(iii)   Reserved

(iv) Use Where Invoiced. Ordering Activity's use of the Software under a paid license is limited to the country where Ordering Activity has been invoiced for the Software under the applicable purchase order.

(v)   Prior Versions. If the Software is a version that Ordering Activity has converted or exchanged from a valid licensed prior version (i.e., an Upgrade), Ordering Activity agrees that by using the Upgrade, Ordering Activity will no longer use the prior version. Licensor reserves the right to require the certification of the destruction of such previous version of the Software.

1.5 Third Party Software. The Software may include certain third party open source components that are distributed under their own licensing terms. For more details, see the User Guide document in the Documentation available at the Licensor web site (www.unitrends.com) or accompanying the Software. All terms herein are offered by Licensor and not by the rightsholders of such components, and are without prejudice to the terms thereof. Ordering Activity may obtain the location of a copy of the source code of these components by contacting Licensor.

1.6 Continual Development. This Agreement governs any updates, upgrades, new versions, bug fixes, corrections, improvements, revisions or enhancements to the Software which Licensor may furnish to Ordering Activity pursuant to support services or otherwise (collectively, "Upgrades") and any additional copies of the Software licensed or provided to Ordering Activity for which Ordering Activity has purchased and, if applicable, holds the corresponding license keys, all of which are deemed included in

the definition of "Software." Ordering Activity acknowledges that the Software may change and that future versions of the Software may be incompatible with prior versions of the Software. Ordering Activity further acknowledges and agrees that Licensor has no obligation to provide any Upgrades or additional copies of the Software under this Agreement. If any Upgrades or additional copies are provided (i) Ordering Activity does not have a license or right to use any such Upgrades or additional copies unless Ordering Activity, at the time of acquiring such Upgrade or copy already hold a valid license and corresponding license key, if applicable, to the original Software and (ii) use of the Upgrades is limited to Approved Systems for which the original Software was purchased.

1.7 Support Services. Licensor will not provide, and Ordering Activity is not entitled to, any support services under this Agreement. Ordering Activity may procure support services separately and such support services will be subject to the terms and conditions of the underlying GSA Schedule Contract, Schedule pricelist, and the applicable purchase order. This Agreement does not give Ordering Activity any rights to any updates or upgrades to the Software or to any extensions or enhancements to the Software developed by Licensor at any time in the future. Any of the foregoing updates, upgrades, extensions or enhancements may be available at Licensor's discretion and Ordering Activity will be notified in the event of their availability.

1.8 APIs. Licensor may provide to Ordering Activity Application Programming Interface ("API's") for Ordering Activity's use solely for the purpose of creating software that communicates with the Software ("Interfaces"). Ordering Activity hereby acknowledge and agree that Ordering Activity will not (1) use the APIs to create, design or develop anything other than Interfaces; (2) make any more copies of the APIs than are reasonably necessary for the authorized use and backup and archival purposes; (3) modify, create derivative works of, reverse engineer, reverse compile, or disassemble the APIs, except that Ordering Activity may modify and create derivative works of, and distribute any code provided in the APIs that is designated by Licensor in the API's documentation as "distributable code" solely as part of Interfaces; (4) distribute, sell, lease, rent, lend, or sublicense any part of the APIs to any third party or; (5) use the APIs to (a) create, design or develop software or services to circumvent, enable, modify or provide access, permissions or rights which would violate the technical restrictions of the Software or this Agreement; or (b) upload or otherwise transmit any material containing software viruses or other computer code, files or programs designed to interrupt, destroy, or limit the functionality of any software or hardware.

1.9 Additional Terms Applicable to Boomerang. If Ordering Activity has licensed Licensor's Boomerang Software the following terms apply and shall supersede any conflicting terms in Section 1.1.

1.9.1 License. Licensor grants to the Ordering Activity a limited, non-exclusive, non-transferable license during the subscription period selected by Ordering Activity as part of the ordering process (the "Subscription Period") to use the Boomerang Software for the "Permitted Purpose" on the terms and conditions of this Agreement and limited to the number of virtual machines selected by Ordering Activity in the ordering process ("VM Quota Entitlement"). Ordering Activity acknowledges and agrees that the Boomerang Software is provided as a virtual OVA appliance only. The license granted in this Agreement is solely for the following "Permitted Purpose": to replicate, cloudburst, and migrate virtual machines ("VMs") between Ordering Activity's VMware environment and AWS cloud, and perform services for Ordering Activity's internal business purposes only. If Ordering Activity has issued a purchase order for the "Migration Only" offering, Ordering Activity acknowledges and agrees that the

Subscription Period is sixty (60) days and Boomerang may be used on only one virtual machine. Ordering Activity may not use the Boomerang Software except on Ordering Activity's own VMware environment and Amazon Web Services ("AWS") cloud.

1.9.2 Reserved.

2. Reserved.

3. Reserved.

4. Ownership

4.1   Software. The Software and APIs are licensed and not sold. Ordering Activity acknowledges and agrees that the Software and the APIs are the sole property of Licensor and its suppliers, and has been developed at great expense; therefore, Ordering Activity agrees to protect the Software and APIs from unauthorized disclosure to third parties. As between Licensor and Ordering Activity, all right, title and interest in and to the Software and the APIs, and all enhancements, updates, modifications, new versions, and derivative works thereof, and all intellectual property rights therein and thereto, are solely owned by Licensor and Licensor reserves all rights not expressly granted hereunder.

4.2   Reserved.

4.3   Feedback. Ordering Activity and its users may, from time to time, make known to Licensor suggestions, enhancement requests, techniques, know-how, comments, feedback or other input to Licensor with respect to the Software (collectively, "Suggestions"). Unless otherwise agreed to in writing by the parties with respect to any Suggestion, Licensor shall have a royalty-free, worldwide, irrevocable, perpetual license to use, disclose, reproduce, license, distribute and exploit any Suggestion without restriction or obligation of any kind, on account of confidential information, intellectual property rights or otherwise, and may incorporate into its services any service, product, technology, enhancement, documentation or other development ("Improvement") incorporating or derived from any Suggestion with no obligation to license or to make available the Improvement to Ordering Activity or any other person or entity. To assist Licensor in its efforts to enhance the features available in the Software in order to improve Ordering Activity's experience in using the Software, Ordering Activity agrees that Licensor may collect log and usage information from the Software, which may be used by Licensor for its business purposes. Licensor may use any technical information Ordering Activity provides to Licensor for any Licensor business purposes without restriction, including for product support and development. Licensor will not use technical information in a form that personally identifies Ordering Activity.

4.4 Reserved.

5. Reserved.

6. Limited Warranty; Disclaimer

6.1. Reserved.

6.2   Limited Warranty. Subject to the provisions of this Section 6, Licensor warrants only that the Software will conform in all material respects to its published Documentation for a period of sixty (60) days from the earlier of (i) the date Ordering Activity first downloads and is able to use the Software and

(ii) the date Licensor or its Channel Partner provides Ordering Activity with the associated license key(s). Ordering Activity's sole and exclusive remedy for any breach of this warranty is for Licensor or its designated third party service provider to, at Licensor's option and in its sole discretion, to either (i) repair or replace, without charge, any Software which is not in conformity with the foregoing warranty or (ii) to terminate this Agreement and refund the license fees paid by Ordering Activity for the Software instead of repairing or replacing the Software. This limited warranty extends only to the original Ordering Activity. This warranty is subject to the following conditions: (i) the Software is installed by Licensor or its authorized representatives or installed in accordance with all of Licensor's installation instructions by personnel trained by Licensor; and (ii) Ordering Activity notifies Licensor within the sixty (60) day warranty period of the breach of warranty. This warranty does not cover (x) any defect or deficiency which is not reproducible or which results from: (1) any alteration, repair or maintenance of the Software by anyone other than Licensor or its authorized contractors; (2) failing to follow in all material respects Licensor's written recommendations or instructions; (3) use the Software on other than the Approved Systems or using or combining the Software with products or services of others, other than under Licensor's direction; (4) any of Ordering Activity's designs, specifications or instructions; or (5) any abnormal physical or electrical stress, or any accident, misuse, abuse or other cause external to the Software as furnished by Licensor and beyond Licensor's reasonable control; (y) any software support not strictly necessary to correct warranty defects as provided herein and (z) any Approved Systems, third party software, supplies or accessories included with the Software. Such Approved Systems and other third party products are provided with the owner's or manufacturer's warranties, if any, which Licensor is permitted to pass on to Ordering Activity. OTHERWISE, SUCH THIRD PARTY PRODUCTS ARE PROVIDED TO ORDERING ACTIVITY "AS IS".

6.3   DISCLAIMER. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LICENSOR AND ITS SUPPLIERS DISCLAIM ALL WARRANTIES AND REPRESENTATIONS, WHETHER EXPRESS, IMPLIED, OR OTHERWISE, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT WITH RESPECT TO THE SOFTWARE, THE TRIAL VERSION AND ANY FREE SOFTWARE. LICENSOR DOES NOT WARRANT THAT THE SOFTWARE, THE TRIAL VERSION OR ANY FREE SOFTWARE WILL BE ERROR-FREE, SECURE, ACCURATE, RELIABLE, OR WILL OPERATE WITHOUT INTERRUPTION OR THAT LICENSOR WILL BE ABLE TO CORRECT ALL DEFECTS. THE SOFTWARE, THE TRIAL VERSION AND ANY FREE SOFTWARE ARE NOT DESIGNED, INTENDED OR LICENSED FOR USE IN HAZARDOUS ENVIRONMENTS REQUIRING FAIL-SAFE CONTROLS, INCLUDING WITHOUT LIMITATION, THE DESIGN, CONSTRUCTION, MAINTENANCE OR OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR COMMUNICATION SYSTEMS, AIR TRAFFIC CONTROL, AND LIFE SUPPORT OR WEAPONS SYSTEMS. LICENSOR SPECIFICALLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR SUCH PURPOSES. Ordering Activity assumes the risk of any and all liability, damage or loss from use, or inability to use the Software, the Trial Version, and any Free Software. If applicable law requires any warranties other than those set forth in this Section 6, all such warranties are limited in duration to sixty (60) days from the earlier of the date the Software is first made available for download or is delivered.

7. Reserved.

8. Government End Users: This section applies to all acquisitions of the Software by or for the United States Federal Government, or by any prime contractor or subcontractor (at any tier) under any

contract, grant, cooperative agreement or other activity with the Federal Government. The Software was developed at private expense and is Commercial Computer Software, as defined in Section 12.212 of the Federal Acquisition Regulation (48 CFR 12.212 (October 1995)) and Sections 227.7202-1 and 227.7202-3 of the Defense Federal Acquisition Regulation Supplement (48 CFR 227.7202-1, 227.7202-3 (June 1995)). Accordingly, any use, duplication or disclosure by the Government or any of its authorized users is subject to restrictions as set forth in this standard license agreement for the Software. If for any reason, Sections 12.212, 227.7202-1 or 227.7202-3 are deemed not applicable, then the Government's rights to use, duplicate or disclose the Software are limited to "Restricted Rights" as defined in 48 CFR Section 52.227-14, or DFARS 252.227-7014(a)(14) (June 1995), as applicable. If this Agreement fails to meet the Government's needs or is inconsistent in any respect with Federal law, the Government agrees to return the Software, unused, to Licensor at the address set forth above.