

**ATTACHMENT A  
CONTRACTOR SUPPLEMENTAL PRICELIST INFORMATION AND TERMS**

**MARKLOGIC CORPORATION**

**MARKLOGIC LICENSE, WARRANTY AND SUPPORT TERMS**

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**1. DEFINITIONS**

"Applications" means applications that interact and operate with the Software, according to any restrictions specified in the Order Document, developed in accordance with the Documentation; provided, that such applications do not expose generic database functionality provided by the Software nor allow users to further develop such applications.

"Customer Technology" means any Intellectual Property which is owned or licensed by Ordering Activity prior to the Effective Date or which is developed by Ordering Activity outside the scope and unrelated to the subject matter of this Attachment A. Customer Technology expressly excludes Developed Materials and Work Product.

"Developed Materials" means any Intellectual Property created or developed solely or primarily by MarkLogic, its employees, agents or contractors, other than Work Product.

"Documentation" means any user instructions, release notes, manuals or other materials, and on-line help files in the form generally made available by MarkLogic regarding the use of the Software.

"Equipment" means a single Ordering Activity computer system or virtual computer system at Ordering Activity's facilities running the Software, which meet the restrictions specified on the applicable Order Document, if any.

"Error" means a material failure of Software to conform to its functional specifications described in the Documentation.

"Error Correction" means any bug fixes, modifications, additions, or routines intended to correct the practical adverse effect of an Error.

"Intellectual Property Rights" means patent rights (including patent applications and invention disclosures), copyrights, rights in database, moral rights, trademarks, service marks, trade secrets, know-how and any other intellectual property rights recognized in any country or jurisdiction in the world, now or hereafter existing, and whether or not perfected, filed or recorded.

"Intellectual Property" means technology, inventions, know-how, show-how, designs, formulae, processes, techniques, trade secrets, ideas, artwork, software, works of authorship, and any document or other materials embodying any of the foregoing, whether or not any of the same are patentable or copyrightable, and related documentation.

"License Keys" means the license key or keys provided to Ordering Activity by MarkLogic hereunder to enable the Software.

"License Period" means the period for which the license is granted to Ordering Activity for each Software, as set forth in an Order Document.

"Order Document" means the document executed by the Parties specifically referencing this Schedule Contract pursuant to which Ordering Activity orders and Contractor accepts to supply Software licenses and/or Support, under the terms and conditions of this Attachment A.

"Software" means the computer software programs in object code format specified in the Order Document, the License Keys, Documentation, copies thereof and, if Ordering Activity has purchased Support, Updates.

"Statement of Work" means the document executed by the Parties specifically referencing this Attachment A pursuant to which Ordering Activity orders and Contractor through MarkLogic supplies Services, as ultimately described in the Statement of Work

"Support" means the technical support services and Updates for the level of support services specified in the Order Document.

"Territory" means the certain geographic areas, specified in the Order Document, in which the Software may be used.

"Updates" means Error Corrections, updates, modifications or enhancements to the Software developed after the effective date of the Order Document, which MarkLogic makes generally available under the Support level ordered by Ordering Activity in the applicable Order Document. Updates expressly exclude new products for which MarkLogic generally charges a separate license fee.

"Work Product" means any Intellectual Property created or developed by MarkLogic, its employees, agents or contractors on behalf of, and that is specified in the applicable Statement of Work as a deliverable to, Ordering Activity in the course of providing Services.

## 2. SOFTWARE LICENSE

**Grant.** Subject to the terms and conditions of this Attachment A, including but not limited to payment of the applicable fees and the Software use rights, rules and definitions described in the applicable Order Document, Contractor grants to Ordering Activity a limited, nonexclusive, nontransferable license in the Territory and for the License Period to (a) install, run and use the Software on the Equipment solely for Ordering Activity's own internal business operations and solely as enabled by the License Keys, and (b) use the Documentation in connection with such use of the Software.

**Additional Licenses.** Ordering Activity may expand the license granted under this Attachment A, or otherwise change the scope of the license granted under an Order Document, upon Contractor's receipt and acceptance of a new Order Document specifying the foregoing, and upon Ordering Activity's payment of additional license fees for such expanded scope as set forth in Contractor's then-current GSA price list.

**Copies.** Except as otherwise set forth in an Order Document and except for archival or backup copies of the Software, Ordering Activity may not make copies of the Software. Notwithstanding the foregoing and except as otherwise set forth in an Order Document, in no event shall the Software be installed on Equipment that is immediately available for production processing in the event of a disaster or failure of the primary production Equipment running the Software.

**License Restrictions.** Ordering Activity shall not itself, or through any affiliate, employee, consultant, contractor, agent or other third party:

- i. sell, resell, distribute, host, lease, rent, license or sublicense, in whole or in part, the Software, or MarkLogic's Confidential Information;
- ii. use the Software to provide training or other professional services to third parties;
- iii. decipher decompile, disassemble, reverse assemble, modify, translate, reverse engineer or otherwise attempt to derive source code, algorithms, tags, specifications, architectures, structures or other elements of the Software, including the License Keys, or MarkLogic's Confidential Information, in whole or in part, for competitive purposes or otherwise;
- iv. allow access, provide, divulge or make available the Software or MarkLogic's Confidential Information to any user other than Ordering Activity's employees and independent contractors who have a need for such access and who shall be bound by a written nondisclosure agreement applicable to the Software with provisions that are no less restrictive than the terms of this Attachment A;
- v. write or develop any derivative software or any other software program based upon the Software, the Documentation or any Confidential Information, except that Ordering Activity may develop its own Applications independently;
- vi. modify, adapt, translate or otherwise make any changes to the Software or any part thereof, including the License Keys;
- vii. create license keys or other programs or functionality that enable access to the Software, reverse engineer or otherwise attempt to discover or decipher the License Keys, distribute the License Keys to third parties, or cause such third parties to create, use, or distribute the License Keys, knowingly or otherwise;
- viii. use the Software or MarkLogic's Confidential Information to provide processing services to third parties, or otherwise use the Software on a 'service bureau' basis or outsource any of its operations utilizing any Software to any third party (which shall include, without limitation, the operation or maintenance of any environment on which any Software is installed). "Outsource" used in this section shall mean any arrangement by which a third party performs any of Ordering Activity's internal business operations on Ordering Activity's behalf;
- ix. otherwise use or copy the Software except as expressly permitted herein;
- x. disclose or publish, without Contractor's express prior written consent, performance or capacity statistics or the results of any benchmark test performed on Software; or
- xi. use any name, mark or designation of MarkLogic, any of its affiliates or licensors or their respective products or services, unless expressly permitted herein or by Contractor in writing.

**Delivery.** Contractor through MarkLogic will promptly make available to Ordering Activity, within 10 days after execution and receipt by Contractor of (i) the applicable Order Document and (ii) a purchase order from Ordering Activity, if applicable, License Keys as specified in the applicable Order Document, a downloadable machine-readable copy of the Software and a downloadable machine-readable copy of the Documentation. Ordering Activity will be solely responsible for installation and implementation of the Software.

## 3. SERVICES

**Support.** If ordered, Support is provided on an annual basis under MarkLogic's Support policies in effect at the time the services are provided for the level of services ordered. Ordering Activity may access such policies as set forth in Exhibit A of this Attachment A.

When ordered, Support must be ordered for all copies of the Software. The Support fee is as set forth in the applicable Order Document.

#### **4. WARRANTIES AND DISCLAIMERS**

Software. Contractor warrants that the Software, as updated and used in accordance with the Documentation and this Agreement, will perform in substantial accordance with the Documentation for a period of 90 days after the effective date of the applicable Order Document for such Software. As Customer's exclusive remedy for any claim under the warranty in this Section, Customer shall promptly notify MarkLogic in writing of its claim and, provided that such claim is determined by MarkLogic to be MarkLogic's responsibility, MarkLogic shall, within 30 days of its receipt of Customer's written notice, (i) use commercially reasonable efforts to correct any Error in the Software or (ii) provide Customer with a plan reasonably acceptable to Customer for correcting any such Error. The preceding warranty cure shall constitute MarkLogic's entire liability and Customer's exclusive remedy for cure of the warranty set forth in this Section.

Requirements. The warranties set forth above are made to and for the benefit of Ordering Activity only. The Software warranty shall apply only if (i) the Software has been properly installed and used at all times in accordance with this Attachment A and the Documentation; (ii) no modification, alteration or addition has been made to the Software by persons other than Contractor through MarkLogic or MarkLogic's authorized representative; and (iii) a defect in or malfunction of the Software has not been caused by Ordering Activity, Equipment, Ordering Activity's other equipment or software, including, without limitation, Applications, or third party software or equipment.

Disclaimer. Ordering Activity acknowledges that no employee, agent, representative or affiliate of Contractor has authority to bind Contractor to any oral representations or warranties concerning the Software, or any other product or service provided to Ordering Activity hereunder, including any Work Product. Any written representation or warranty not expressly contained in this Attachment A is expressly disclaimed and is not enforceable. Except as set forth in this Section, Contractor makes no warranties, whether express, implied, or statutory regarding or relating to the Software, Services, Support, Developed Materials, Work Product or any other materials or services provided to Ordering Activity hereunder. **CONTRACTOR HEREBY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT WITH RESPECT TO THE SOFTWARE, SERVICES, SUPPORT, DEVELOPED MATERIALS, WORK PRODUCT AND OTHER MATERIALS PROVIDED TO ORDERING ACTIVITY HEREUNDER. CONTRACTOR DOES NOT REPRESENT OR WARRANT THAT THE SOFTWARE, SERVICES, SUPPORT, DEVELOPED MATERIALS, WORK PRODUCT OR ANY OTHER MATERIALS PROVIDED BY CONTRACTOR WILL BE ERROR-FREE, PERFORM IN AN UNINTERRUPTED MANNER, OR THAT CONTRACTOR WILL CORRECT ALL ERRORS.**

#### **5. OWNERSHIP/CONFIDENTIALITY**

Ownership. Ordering Activity acknowledges that MarkLogic retains ownership of the Software and all Intellectual Property Rights in, to and/or embodied in or associated with the Software, Support and Services provided by MarkLogic hereunder, and all copies and derivative works thereof (whether developed by MarkLogic, Ordering Activity or a third party), other than Applications independently developed by Ordering Activity. Ordering Activity acknowledges that no source code of the Software will be provided to Ordering Activity. MarkLogic shall retain all rights, title and interest in and to any and all Developed Materials used or in any manner employed by MarkLogic in the provision of services and any and all Work Product. Contractor grants Ordering Activity, upon full payment of the applicable Services fees and charges, a personal, nonexclusive, non-transferable, worldwide, royalty-free license to, use, execute, reproduce, display, perform and internally distribute the Work Product and prepare for internal use only derivative works based upon the Work Product. Additionally, to the extent Developed Materials may be included with or embodied in any deliverable(s) delivered hereunder, Contractor grants Ordering Activity, upon full payment of the applicable fees and charges, a personal, nonexclusive, non-transferable, worldwide, royalty-free license to, during the License Period, use, execute, reproduce, display, perform, and internally distribute the Developed Materials and prepare for internal use only derivative works based upon such Developed Materials in each case solely in conjunction with the deliverable(s) provided in connection with the Order Document. Ordering Activity acknowledges that MarkLogic may create original works for third parties that may appear similar to a deliverable provided hereunder, including any Work Product. Ordering Activity agrees that, so long as such original work does not embody and is not created with reference to any of Ordering Activity's Confidential Information or any portion of the Customer Technology, MarkLogic will not be prevented from independently creating original, but similar, works for the benefit of third parties. Except as expressly set forth in this Section, the license restrictions set forth herein apply to Work Product and Developed Materials. All rights not expressly granted in this Attachment A are reserved by Contractor.

Confidentiality. By virtue of this Attachment A, each Party may be exposed to or be provided with certain confidential and proprietary information of the other Party, including, but not limited to, information designated as confidential in writing and information, which ought to be in good faith considered confidential and proprietary to the disclosing Party ("Confidential Information"). Notwithstanding the foregoing, the following are Confidential Information of Contractor: all trade secrets, software, including, without limitation, the Software, Developed Materials and Work Product, source code, object code, specifications, as well as results of testing and benchmarking of the Software or other services, product roadmap, data and other information of Contractor through MarkLogic and its licensors relating to or embodied in the Software, Developed Materials or Work Product. Each Party will protect the other's Confidential Information from unauthorized dissemination and use with the same degree of care that each such

Party uses to protect its own non-public and confidential information, but in no event less than a commercially reasonable degree of care. Neither Party will use the other's Confidential Information for purposes other than those necessary to directly further the purposes of this Attachment A. Neither Party will disclose to third parties the other's Confidential Information without prior written consent of such other Party. Information shall not be considered Confidential Information to the extent, but only to the extent, that the receiving Party can establish that such information (i) is or becomes generally known or available to the public through no fault of the receiving Party; (ii) was in the receiving Party's possession before receipt from the disclosing Party; (iii) is lawfully obtained from a third party who has the right to make such disclosure; (iv) has been independently developed by the receiving Party without use of or reference to any Confidential Information of the disclosing Party; or (v) is required to be disclosed by law provided the receiving Party has promptly notified the disclosing Party of such requirement and allowed the disclosing Party a reasonable time to oppose such requirement.

## **EXHIBIT A – MAINTENANCE AND SUPPORT OFFERINGS**

### **HOW TO CONTACT US**

To contact MarkLogic Technical Support, please use one of the following methods:

- Email – [support@marklogic.com](mailto:support@marklogic.com)
- Web – <https://help.marklogic.com>
- Phone – 650-655-2300

Contractor through MarkLogic recommends that all support requests be submitted via either email or web, to enhance the process of reporting, tracking and resolving issues.

### **HOW TO RECEIVE SUPPORT SERVICES**

As a customer, Ordering Activity can receive MarkLogic support services as soon as:

- The MarkLogic software products are properly licensed by Ordering Activity and Ordering Activity have a valid contract with Contractor, and
- You have registered with MarkLogic support.

Support services are provided for issues (including problems created by you) that are demonstrable or reproducible in the currently supported release(s) of a MarkLogic licensed product, running unaltered, and on an appropriate hardware and operating system configuration, as specified in the product documentation.

### **REGISTERING WITH MARKLOGIC SUPPORT**

#### **Customer Support Contact**

Unless Ordering Activity contract with Contractor provides otherwise, you can designate up to two support contacts within your organization.

The role of the customer support contact is to serve as the first level of support for Ordering Activity, to log technical support issues for Ordering Activity, and to contact MarkLogic support in case of a technical problem.

#### **Registering your Customer Support Contacts**

Phone MarkLogic support to register Ordering Activity support contacts, with the following information: contact name, email address, telephone number and work address.

### **SUPPORT PLAN FEATURES**

#### **Software Updates**

"Update" means a subsequent release of the software which Contractor through MarkLogic generally makes available for licensed installations to its supported customers at no additional license fee, provided Ordering Activity have purchased maintenance and support services for such licenses for the relevant time period. Updates do not include any release, option, or future software that MarkLogic licenses separately.

Software Updates is the base level for all MarkLogic support services and consists of:

- Major, minor, and service releases
- Patches
- Documentation updates
- Bug fix information

Updates are provided when available, and Contractor through MarkLogic is under no obligation to develop any future software or

functionality.

Ordering Activity support contacts are notified when updates become available. Contractor through MarkLogic will provide download information; Ordering Activity is responsible for downloading and installing the updates.

#### Technical Support

Technical Support consists of assistance with unlimited support requests and includes email and telephone support during standard business hours. Contractor through MarkLogic's standard business hours are 9 a.m. to 5 p.m., except for holidays observed by MarkLogic. Holidays are posted on the support site.

Support requests for severity 1 issues (as defined below) should be submitted at any hour via email to [urgent@marklogic.com](mailto:urgent@marklogic.com) or by calling our urgent support telephone number: 650-655-2303.

Contractor through MarkLogic is not obligated to provide other support services or levels, including support directly to end users or customers of our customers or any other third party.

#### WHAT TO DO PRIOR TO LOGGING A SERVICE REQUEST

Before contacting MarkLogic Support, please follow the general checklist provided below:

- Ensure that Ordering Activity have been registered as a customer support contact.
- Review the product documentation, including troubleshooting instructions.
- Ensure that Ordering Activity have a supported system configuration.
- Document all pertinent information regarding your deployment: Product name and version, hardware and operating system, description of the problem (including error messages, and the circumstances under which problem occurred, including the events and actions leading up to the problem)
- Prepare a minimum reproducible case. When submitting a service request, your support contact should have a baseline understanding of the problem you are encountering and an ability to reproduce the problem in order to assist MarkLogic in diagnosing and triaging the problem.

#### UNDERSTANDING CASE PRIORITY AND RESPONSE TIME TARGETS

Ordering Activity and the MarkLogic support engineer will work together to assign the appropriate priority level to Ordering Activity's service request. The MarkLogic support engineer will classify Ordering Activity's support need and the problem severity according to the following criteria.

Case Priority Problem Severity	Response Goals
1 – Severe The system or major application is down or seriously impacted, or data is lost or destroyed, and there is no reasonable workaround currently available (system crashes or panics, corrupted data).	MarkLogic responds within 1 hour.
2 - High The system or application is moderately affected. There is no workaround currently available or the workaround is cumbersome to use.	MarkLogic responds within 4 business hours.
3 - Medium The system or application issue is not critical: no data has been lost, and the system has not failed. The issue has been identified and does not hinder normal operation, or the situation may be temporarily circumvented using an available workaround.	MarkLogic responds within 1 business day.
4 – Low Non-critical issues, general questions, enhancement requests.	MarkLogic responds within 3 business days.

Response time is the time it takes to answer the initial contact on a service request, and assumes the support request was properly filed through documented procedures. Response time is not a resolution goal and should not be interpreted as a guarantee of service.

#### TECHNICAL SUPPORT LIFE CYCLE

##### Product Release Numbering

Contractor through MarkLogic uses a three-place numbering scheme to designate released versions of software. The format is VV.RR-MM, where V indicates the version, R indicates the release level, and MM indicates the maintenance level. An example would be Version 3.0-1 (abbreviated 3.0-1).

A major release indicates major enhancements to product functionality. A change in the VV number denotes a major release, e.g. 3.0-1.

A minor release is provided to introduce enhanced functionality on a smaller scale. A change in the RR number denotes a minor release, e.g. 3.1-1.

A service release is produced to roll out resolutions to a number of problems that have been identified in the product. A change in the MM numbering denotes a service release, e.g. 3.1-2.

#### Maintenance and Assistance Support

Maintenance Support includes Software Updates as defined previously.

Assistance Support includes assistance and workarounds for resolving known problems. As a product enters Assistance Support phase, the following guidelines apply:

- New enhancements and error corrections will not be made to the version/release.
- Contractor through MarkLogic will direct customers to existing fixes/patches and workarounds applicable to the reported case.
- Contractor through MarkLogic may direct customers to upgrade to a more current version/release of the product.

#### Support Cycle

When a major release is made available, Contractor through MarkLogic will continue to provide Maintenance Support for the prior major release for a period of at least 365 days from the declared production date of the new major release. After this period, MarkLogic will provide Assistance Support for a period of at least an additional 180 days.

When a minor release is made available, Contractor through MarkLogic will continue to provide Maintenance Support for the prior minor release for a period of 365 days from the declared production date of the new minor release. After this period, MarkLogic will provide Assistance Support for a period of at least an additional 180 days.

Contractor through MarkLogic will only provide maintenance support for the last two minor releases at any given time. For example, if MarkLogic has released versions 3.0, 3.1 and 3.2, it will only provide maintenance support for 3.1 and 3.2.

When a service release is made available, Contractor through MarkLogic will continue to provide Assistance Support for the prior service release for a period of 90 days from the declared production date of the new service release.

The support cycle described above is based on a major and minor release frequency that results in an average minor release lifespan of 18 – 24 months.

#### End of Life

In an effort to continuously enhance and improve our product offering, it may become necessary as a part of MarkLogic's product lifecycle to declare that a particular product or product configuration (eg. a particular operating system release) is at the "end of life" stage and therefore, Contractor through MarkLogic reserves the right to desupport that product or product configuration. End-of-Life Notices generally are available 12 months in advance of the desupport date.

Desupport Notices are provided to Ordering Activity by either mail or e-mail. Desupport Notices contain desupport dates, information about availability of Maintenance Support and Assistance Support, and information about migration paths for certain features. Desupport Notices are subject to change. MarkLogic will provide updated Desupport Notices as necessary.

#### ORDERING ACTIVITY'S RESPONSIBILITIES

As a customer of MarkLogic's support services, Ordering Activity have the following responsibilities:

- Ordering Activity will provide Contractor through MarkLogic with access to Ordering Activity personnel and equipment during normal business hours. This access must include the ability to log in to the equipment on which the software is operating and to obtain the same access as the highest privilege level.
- Ordering Activity will provide supervision, control and management of the use of the software. In addition, Ordering Activity will implement procedures for the protection of information and the implementation of backup facilities in the event of errors or malfunction of the software or equipment. Contractor through MarkLogic will not be responsible for any loss of information or data while performing maintenance.
- Ordering Activity will document and promptly report to Contractor through MarkLogic any errors or malfunctions of the software, and will freely provide MarkLogic with all relevant and requested information regarding such errors or malfunctions. Ordering Activity will take all steps necessary to carry out procedures for the rectification of errors or malfunctions within a reasonable time after such procedures have been received from MarkLogic.
- Ordering Activity will maintain a current backup copy of all software and data.
- Ordering Activity will properly train your personnel in the use and application of the software and the equipment on which it is used.

Should Ordering Activity opt to not fully meet or perform your responsibilities as outlined above, Contractor through MarkLogic's ability to provide Ordering Activity with full and complete support under these policies will be significantly impaired. In this situation, MarkLogic's obligation will be to use its good faith reasonable efforts to provide the services described in this handbook.

## SUPPORT TERMS

### Support Period

Technical Support is effective upon the effective date of the order document. Unless otherwise stated in the order document, MarkLogic technical support reflects a 12 month support period (the "support period"). Contractor through MarkLogic is not obligated to provide technical support beyond the end of the support period.

### Matching Service Levels

When acquiring technical support, all licenses must be supported under the same technical support service level. Ordering Activity may not support a subset of licenses.

### Exclusions

Support does not include events arising from the following:

- Accident; unusual physical, electrical or electromagnetic stress; neglect; misuse; failure of electric power, air conditioning or humidity control; failure of rotation media not furnished by Contractor through MarkLogic; operation of the software with other media not meeting or not maintained in accordance with the manufacturer's specifications; or causes other than ordinary use.
- Improper installation by Ordering Activity or use of the software that deviates from any operating procedures established by Contractor through MarkLogic in the applicable documentation.
- Software that does not incorporate all of the required Major, Minor, and Service Releases, Patches and other release(s) provided by Contractor through MarkLogic.
- Modification, alteration or addition or attempted modification, alteration or addition of the software undertaken by persons other than Contractor through MarkLogic or MarkLogic's authorized representatives.
- Software, hardware or technology of any third party other than Contractor through MarkLogic (including those of the Ordering Activity).

MarkLogic Server ships with sample applications in installation directories named Samples or samples. These sample applications are collectively called Sample Software. Contractor through MarkLogic is under no obligation to support Sample Software and it is offered "as is" without a warranty expressed or implied. MarkLogic is not responsible for the maintenance of Sample Software. MarkLogic does not guarantee the publication or availability of any Sample Software within or between major, minor and service releases. MarkLogic is not responsible for any consequences resulting from the use of Sample Software. Sample Software is employed solely at the customer's risk and should be thoroughly tested before use in a production system.

