MicroPact End User License and Services Agreement

This END USER LICENSE AND SERVICES AGREEMENT ("Agreement"), entered into as of the last date of execution as set forth in the Purchase Order, by and between MICROPACT GLOBAL, INC., a Virginia corporation having its principal offices at 12901 Worldgate Drive, Suite 800, Herndon, VA 20170 ("MicroPact") and Licensee. This Agreement is comprised of four (4) different Sections: (1) Section A (License Terms and Conditions); (2) Section B (General Terms and Conditions); (3) Section C (Annual Support and Maintenance Terms and Conditions); and (4) Section D (Professional Services Terms and Conditions). The parties are referred to herein individually as Party or collectively as Parties.

WHEREAS, MicroPact has designed, developed, purchased or configured certain computer software systems which MicroPact has designated as entellitrak® Software and/or icomplaints® Software and has used such software in support of commercial and government programs; and

WHEREAS, MicroPact and Licensee desire and specifically agree to be bound to each other by the terms and conditions as stated in this Agreement and the Multiple Award Schedule 70 contract (as applicable), and further that the relationship between MicroPact and LICENSEE regarding the subject matter of this Agreement shall be solely governed and determined according to this Agreement and the Multiple Award Schedule 70 contract (as applicable); and

WHEREAS, Licensee desires to acquire from MicroPact and MicroPact wishes to grant to Licensee a non-exclusive license to use the Licensed Software as further defined, permitted, conditioned, and restricted below.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, and in consideration of covenants and obligations hereinafter set forth, the Parties agree to be bound by the terms and conditions as follows:

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c. **Feedback.** Licensee's comments, suggestions, or other feedback regarding MicroPact's products, services, or business are provided voluntarily, and MicroPact may use any feedback as it sees fit without obligation or restriction of any kind, other than its obligations under this Agreement with respect Confidential Information.

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(iii) Maintaining strict control of all copies of the Licensed Software and related documentation. Licensee shall promptly notify MicroPact of any change in the registered computer(s) or Licensed Location covered by this Agreement and noted in the Purchase Order and Section A; and

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Section B
General Terms and Conditions

B1. DEFINITIONS

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nn. "***SOW*"** means statement of work, work order or any other document authorizing Professional Services (excluding purchase orders), executed by Licensee or by both parties.

oo. **"*Support Contractor*"** means a third party with whom Licensee has contracted to install, maintain, host, or operate the Software for and on behalf of Licensee subject to the terms and conditions of this Agreement. Licensee must provide written notice to MicroPact identifying any Support Contractor that is given access to the Software. For U.S. Government Licensees, each Support Contractor must be subject to the use and non-disclosure agreement at 227.7103-7 of the Defense Federal Acquisition Regulation Supplement. All Software disclosed to a Support Contractor must, if in physical form, bear the following restrictive marking: "Commercial Computer Software: The software herein is proprietary to MicroPact, Inc. and may not be used, disclosed, reproduced, modified, performed, or displayed without the prior written approval of MicroPact, Inc.

pp. "***Third Party Software***" includes any software (including ISV Support Software) not owned by MicroPact that may be a tool, development aid, or other type of software that accompanies or has been used as a tool in the production, compilation, or development of the Licensed Software provided under this Agreement.

qq. "***Updates***" means any modifications or other changes to the Licensed Software, including but not limited to new releases thereof, which MicroPact makes generally available to its customers and that are identified by a new release number. The terms and conditions governing Updates are set forth in Attachment B.

rr. "**U.S. Government Licensee"** means the U.S. government, a U.S. government agency or entity, or an authorized non-governmental organization acting on behalf of the U.S. Government or a U.S. government agency or entity."

B2. FEES AND OTHER CHARGES

a. License Fees**.** Unless otherwise provided herein, Licensee agrees to pay the License Fees for the Licensed Software as set forth in Section A upon the date of shipment by MicroPact, plus any applicable taxes, payable within thirty (30) days after execution of this Agreement or subsequent Section A. If additional License Fees are specified for the Licensed Software in Section A (e.g., annual License Fees or incremental License Fees for multi-copy or LAN Licenses), a modification, purchase order or subsequent Section A may be issued to purchase such additional licenses. Licensed Software license sales are final and deemed accepted upon delivery. Except for US Government Licensees, MicroPact reserves the right to suspend the License Grant if Licensee fails to pay License Fees due in accordance with this Agreement. For IaaS, SaaS, or PaaS Licenses, the first invoice will be for either the first twelve months of the License Period or the portion thereof to correspond with the term for other term products, at MicroPact's option. For IaaS, SaaS, or PaaS License renewals, MicroPact will invoice approximately thirty (30) days in advance of the expiration of the current term or the end of the current billing period. Except for adjustments related to increases in the applicable number of Concurrent Users, the IaaS, SaaS, or PaaS License Fee will not be increased during any twelve-month term. IaaS, SaaS, or PaaS License Fees after the first year and for any renewals will be due and payable fifteen (15) days from the invoice date. For U.S. Government Licensees, all license fees shall be paid in accordance with the terms of the MAS 70 contract and any delivery orders issued thereunder.

b. Other Charges**.** License Fees do not include Annual Support and Maintenance Services or Professional Services, travel and living expenses for installation and training, file conversion costs, optional products and services or other consulting services requested by Licensee, or the costs of any recommended hardware or third party software. If Professional Services are included in the Purchase Order and Quote, Licensee agrees to pay such fees when the Professional Services are rendered and/or the Licensed Software is delivered, as agreed in the Purchase Order or otherwise invoiced by MicroPact. MicroPact reserves the right to request a modification or purchase order for additional service fees if Licensee or its Affiliates seeks MicroPact's assistance

outside the scope of this Agreement. For U.S. Government Licensees, any other charges shall be in accordance with the terms of the MAS 70 contract.

c. Maintenance**.** MicroPact will invoice Licensee for the first maintenance payment as specified in the Purchase Order, payable within thirty (30) days after execution of the Purchase Order. MicroPact will invoice Licensee for subsequent annual maintenance payments prior to the start of each next maintenance period, payable within fifteen (15) days of invoice date. Except for adjustments related to increases in the applicable number of Licenses or the license of additional Licensed Software or a different maintenance level, maintenance fees will be increased no more than once in any twelve-month period. For U.S. Government Licensees, any maintenance fees shall be in accordance with the terms of the MAS 70 contract.

d. Late Charges. With respect to late payments, the parties will abide by the Prompt Payment Act, 31 USC 3901-3907 for U.S. Government Licensees. For all other Licensees, MicroPact may charge interest at the rate of one and one-half percent (1½%) per month, eighteen percent (18%) per annum, or at the highest rate allowed by law, whichever is less, from the date due until paid. MicroPact may suspend Licenses, Annual Support and Maintenance Services, Professional Services or other performance if Licensee fails to make full payment of any undisputed amount owed under this Agreement within ten (10) days after written notice from MicroPact. For U.S. Government Licensees, MicroPact shall not charge interest for a late payment; however, MicroPact reserves its right to pursue equitable adjustment claim in accordance with the Contracts Dispute Act if the Government fails to make payment in accordance with the Prompt Payment Act.

e. Support. In order for MicroPact to provide software support for the Licensed Software, Licensee must purchase annual support at 20% of the software license base price as specified in the Purchase Order. MicroPact shall have no responsibility to maintain the Licensed Software unless Licensee purchases annual support provided by MicroPact. In the event that Licensee requests Annual Support and Maintenance Services that are beyond the scope of this Agreement, as further stated in Section C, such services will be deemed as Professional Services and MicroPact's then prevailing standard support policies and procedures, MicroPact may provide such Professional Services or recommend appropriate outside consultants. In all cases, fees for such Professional Services will be charged at MicroPact's standard rates and Licensee will be responsible for paying all associated charges, including any travel, lodging and per diem expenses incurred by MicroPact employees and/or agents. For U.S. Government Licensees, all support fees shall be in accordance with the terms of the MAS 70 contract and travel reimbursement in accordance with Public Law 99-234 and FAR Part 31.

f. Professional Services. Unless otherwise agreed, during a Professional Services engagement MicroPact will submit semi-monthly invoices to Licensee for Professional Services furnished, except that MicroPact will submit an invoice for Professional Services upon completion of all Professional Services expected to be performed in a given month. All Professional Services invoices are payable within thirty (30) days after invoice date. Each invoice will provide a breakdown and distribution of charges by name of the Consultant(s) (as defined below) who provided the Professional Services, the hours charged (for Professional Services performed on a time and materials basis) and the type and amount of expenses incurred. Upon request, MicroPact will provide additional back-up documentation for expenses (such as itemized receipts), but will charge Licensee an administrative fee of six percent (6%) of the invoiced expenses. Additional details required by Licensee concerning the invoice or backup information will be specified in the SOW, Quote or other writing by the Licensee before Professional Services commence. For U.S. Government Licensees, all professional services fees shall be in accordance with the terms of the MAS 70 contract.

g. Payment. Payments to MicroPact can be either mailed to: MicroPact, Inc., Attn: Accounts Receivable, 12901 Worldgate Drive, Suite 800, Herndon, VA 20170; or can be electronically made through Electronic Funds Transfer to the bank information under "ACH Payment Information" as delineated in the Purchase Order. All fees and other charges referred to in the Agreement will be paid in the currency specified in the Purchase Order, or SOW or Quote as applicable. Unless otherwise specified, the currency is US Dollars. All payments made under this Agreement are non-refundable, except as specifically provided in this Agreement.

MicroPact reserves the right to assign payments under this Agreement to any third party entity of its choosing. For U.S. Government Licensees, all payments shall be in accordance with the terms of the MAS 70 contract. In the event MicroPact desires to assign payments due under the MAS 70 contract, it will make such arrangements with the U.S. Government Licensee issuing the order.

h. Disputed Invoices. Licensee will notify MicroPact within fifteen (15) days after date of an invoice if there is a dispute about that invoice. MicroPact will work in good faith with Licensee to promptly correct errors or resolve disputes. Licensee shall pay the undisputed portion of the invoice in full when due and notify MicroPact in writing as to the nature and substance of any disputed portion. For U.S. Government Licensees, any disputed invoice notifications shall be in accordance with the Prompt Payment Act.

i. Taxes**.** Fees, costs and expenses described in this Agreement do not include any sales, use, personal property, duty, levy or similar government charge, value added or goods/services taxes. MicroPact may list applicable taxes as separate items on Licensee's invoice, and Licensee shall be responsible to pay and/or reimburse MicroPact for all taxes (other than taxes based on MicroPact's income). If withholding taxes are imposed by any foreign government, Licensee shall remit such withholding taxes in accordance with applicable law, gross up the applicable payment amounts to ensure that MicroPact receives the full amount of fees invoiced, and provide MicroPact with evidence of withholding, if applicable. MicroPact may invoice taxes unless Licensee has provided adequate evidence of exemption upon execution of this Agreement. (Note: Licensee is not permitted to resell the Software, so a resale certificate does not qualify as a tax exemption certificate unless specifically agreed in this Agreement or unless Licensee has a separate reseller agreement with MicroPact.) MicroPact shall not issue credits for taxes billed before Licensee provides evidence of a valid exemption. Licensee shall be liable to MicroPact for any costs, fees and taxes that MicroPact incurs due to any invalid tax exemption claimed by Licensee. Notwithstanding the foregoing, this Section B2(i) shall not apply to U.S. Government Licensees purchasing Licensed Software, Annual Support and Maintenance Services, and Professional Services under the MAS 70 Contract.

j. Leasing Payments. Licensee may separately arrange with a lessor to make some or all payments to MicroPact required by this Agreement if Licensee so elects to lease the Licensed Software rather than to purchase a license. Licensee must notify MicroPact and provide reasonable documentation to MicroPact of the arrangement requested before MicroPact will invoice a lessor directly. If MicroPact has not received notice and documentation of a lessor/lessee payment arrangement prior to invoicing, MicroPact will not re-issue invoices. If a lessor fails to make any undisputed payment when due, Licensee shall promptly pay MicroPact and MicroPact may invoice Licensee directly for all amounts due. This Section B2(j) shall not apply to U.S. Government Licensees. In the event a U.S. Government Licensee elects to lease software and hardware through a lessor, such arrangement will be addressed at the individual delivery order level, subject to the terms and conditions of the MAS 70 contract.

B3. WARRANTY

a. Effective on the first day of the License Period, for a period of ninety (90) days, MicroPact warrants that the Licensed Software, when operated with the equipment configuration and in the operating environment specified by MicroPact, will perform substantially in accordance with the technical specifications included or referred to in the applicable Purchase Order. The ninety (90) day period shall commence on the Effective Date. MicroPact does not warrant that the Licensed Software will be error or defect-free in all circumstances. In the event of any defect or error covered by such warranty, Licensee agrees to provide MicroPact with sufficient detail to allow MicroPact to reproduce the defect or error. Licensee's exclusive remedy for any Defect or error in the Licensed Software covered by such warranty, and as MicroPact's entire liability in contract, tort, or otherwise, MicroPact will correct such error or defect at MicroPact's facility by issuing corrected instructions, a restriction, or a bypass or any other correction technique in its sole discretion. If MicroPact is unable to correct such defect of error after a reasonable opportunity, MicroPact will refund the remaining unused portion of any License Fees for such Licensed Software. However, MicroPact is not responsible for any defect or error not

reported during the warranty period or any defect or error in a Program which Licensee has modified, Misused, or damaged or installed on a non-registered computer or in a non-Licensed Location.

b. Professional Services Warranty. Any Professional Services warranty will be mutually agreed in an SOW or Quote depending on the Professional Services provided. If the SOW or Quote does not contain a warranty, the Professional Services therein are provided "AS IS". For any Professional Services warranty, the sole and exclusive remedy will be the re-performance of the Professional Services.

c. Personal Warranties. All warranties described herein are personal to and intend solely for the benefit of the Licensee and do not apply to any third parties, including Affiliates.

d. ENTIRE WARRANTY. EXCEPT AS SET FORTH ABOVE IN THIS SECTION B3, AND NOTWITHSTANDING ANY PROVISION TO THE CONTRARY OTHERWISE CONTAINED HEREIN, THE LICENSED SOFTWARE, ANNUAL SUPPORT AND MAINTENANCE SERVICES AND PROFESSIONAL SERVICES RELATED THERETO ARE PROVIDED “AS IS”, WITH ALL FAULTS, AND MICROPACT DISCLAIMS ALL WARRANTIES OF ANY KIND. EXPRESS OR IMPLIED, TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING BUT NOT LIMITED TO ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURACY, QUALITY, PERFORMANCE, SYSTEMS INTEGRATION, EFFORTS, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. EXCEPT AS EXPRESSLY SET FORTH IN THIS PARAGRAPH, MICROPACT SHALL HAVE NO LIABILITY FOR THE LICENSED SOFTWARE OR ANY PROFESSIONAL SERVICES PROVIDED, INCLUDING ANY LIABILITY FOR NEGLIGENCE.

B4. LIMITATION OF LIABILITY

a. The cumulative liability of MicroPact to Licensee for all claims for direct damages relating to the Licensed Software and any services rendered hereunder, in contract, tort, or otherwise, shall not exceed the total amount of all License Fees paid to MicroPact for the relevant Licensed Software or services within the prior year.

b. **EXCEPT FOR LICENSEE'S VIOLATION OF THE TERMS OF ITS LICENSE OR INFRINGEMENT OF MICROPACT'S INTELLECTUAL PROPERTY RIGHTS, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER (WHETHER IN TORT OR CONTRACT) FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES INCLUDING BUT NOT LIMITED TO LOST DATA, AND LOST PROFITS, LOST OPPORTUNITY COSTS, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE. THE FOREGOING LIMITATION OF LIABILITY AND EXCLUSION OF CERTAIN DAMAGES SHALL APPLY REGARDLESS OF THE SUCCESS OR EFFECTIVENESS OF OTHER REMEDIES. IF LICENSEE IS COMPOSED OF MORE THAN ONE PERSON OR ENTITY, EACH SUCH PERSON AND ENTITY SHALL BE JOINTLY AND SEVERALLY LIABLE UNDER THIS AGREEMENT.**

c. FAR 52.212-4 (p) is hereby incorporated by reference and is applicable only to licenses to the U.S. Government Licensee.

d. **FOR EMEA LICENSEES**, NOTHING IN THIS LIMITATION OF LIABILITY SECTION OR OTHERWISE IN THE AGREEMENT SHALL EXCLUDE OR IN ANY WAY LIMIT MICROPACT'S LIABILITY TO LICENSEE FOR (1) FRAUD, (2) DEATH OR PERSONAL INJURY CAUSED BY MICROPACT'S NEGLIGENCE (INCLUDING NEGLIGENCE AS DEFINED IN S. 1 UNFAIR CONTRACT TERMS ACT 1977), (3) BREACH OF TERMS REGARDING TITLE IMPLIED BY S. 12 SALE OF GOODS ACT 1979 AND/OR S. 2 SUPPLY OF GOODS AND SERVICES ACT 1982, OR (4) ANY LIABILITY TO THE EXTENT THE SAME MAY NOT BE EXCLUDED OR LIMITED AS A MATTER OF LAW.

B5. INDEMNIFICATION

a. If a third party claims that the Licensed Software infringes any U.S. copyright, trademark, or trade secret (a “Claim”), MicroPact will (as long as Licensee is not in default under this Agreement or any other agreement with MicroPact) defend Licensee against such Claim at MicroPact’s expense and pay all damages that is fully adjudicated and finally awarded; provided, however, that Licensee (i) promptly notifies MicroPact in writing of

the claim, (ii) allows MicroPact sole control of any defense or settlement of the Claim; (iii) reasonably cooperates with MicroPact (at MicroPact's expense) in, the defense or any related settlement negotiations; and (iv) Licensee complies with MicroPact's direction to cease using any Software that in MicroPact's reasonable judgment may be ruled to cause an infringement of a third party's Intellectual Property Rights.

b. For U.S. Government Licensees, (i) MicroPact will indemnify and hold harmless the U.S. Government Licensee (except for those instances of infringement that arise pursuant to Subsection d. below) Licensee against a Claim at MicroPact's expense and pay all damages that is fully adjudicated and finally awarded; and (ii) MicroPact will work in good faith and conjunction with the Department of Justice to defend or settle any infringement claim that may arise hereunder. The U.S. Government Licensee will provide MicroPact with prompt notice of any infringement claim and will work in good faith to comply with any requirement to cease using the Software that is determined in MicroPact's reasonable judgment to cause an infringement of a third party's Intellectual Property Rights.

c. If a temporary or a final injunction is obtained against Licensee's use of the Licensed Software or Documentation by reason of an infringement or misappropriation or if MicroPact believes such an injunction is likely, MicroPact may, at its option, (i) secure for Licensee the right to continue to use the Licensed Software; (ii) modify or replace the Licensed Software so it is non-infringing; or (iii) if neither of the foregoing options is available in MicroPact's sole judgment, require Licensee to return the Licensed Software and refund the License Fees paid for the Licensed Software by the Licensee based on a pro-rata, 3-year straight-line depreciation schedule. For U.S. Government Licensees, if neither subsection (i) or (ii) are available to defend/settle an infringement claim, then the U.S. Government Licensee will remove any Licensed Software from its systems and return such to MicroPact. Any applicable refund shall be in accordance with The Contract Disputes Act, of 1978, as amended.

d. MicroPact shall have no liability to Licensee to the extent that any infringement action or claim is based upon or arises out of (1) use of ISV Supported Software, (2) modification of the Software or Documentation by MicroPact according to Licensee's specifications, (3) modification of the Software or Documentation by Licensee or any third party or the use of the Software or Documentation or any portion thereof in combination with any other equipment or software, (4) Licensee's failure to use the most recent version of the Software supplied by MicroPact, (5) Licensee's failure to comply with MicroPact's direction to cease any activity that in MicroPact's reasonable judgment may be ruled to cause an infringement of a third party's Intellectual Property Rights, or (6) Licensee's use of the Software or Documentation that is not strictly in accordance with the terms of this Agreement.

e. THIS SECTION STATES MICROPACT'S ENTIRE AND EXCLUSIVE OBLIGATION TO LICENSEE WITH RESPECT TO ANY CLAIM OF INFRINGEMENT.

B6. DEFAULT

Should Licensee fail to pay any fees or charges due hereunder, or fail to carry out any other obligation under this Agreement or any other agreement with MicroPact, MicroPact may, at its option, pursue remedy in accordance with the Contract Disputes Act, 41 USC 601-613 if Licensee is the US Government. If Licensee is a commercial entity, MicroPact may, at its option, pursue remedy as afforded to it, whether in law or equity, under the laws of the state set forth in Section B11 (Governing Law).

B7. TERMINATION; SURVIVAL

a. Termination. Either Party may terminate this Agreement upon providing MicroPact with thirty (30) days prior written notice in cases other than default. Either Party may terminate this Agreement for a material default by providing the other Party with thirty (30) days prior written notice and a chance to cure any such default. MicroPact may terminate this Agreement immediately upon notice to Licensee in the event Licensee

materially defaults on the terms and conditions of this Agreement. For U.S. Government Licensees, termination shall be in accordance with the terms and conditions of the Multiple Award Schedule 70 contract.

b. Effect of Termination. In the event of a termination, Licensee's right to use the Licensed Software as set forth in Section A4 shall terminate in its entirety and shall not survive termination. For avoidance of doubt, Licensee's failure to fully and completely adhere to the terms hereof pertaining to License Grant; Authorized Usage; or Limitation of Use; or a breach of Confidentiality, or failure to timely pay any fees agreed under this Agreement and set forth in the Purchase Order shall be deemed a material default under this Agreement. Upon termination of this Agreement as a result of Licensee's default, or upon expiration of the Licensed Software License Period if applicable, Licensee's License will terminate and Licensee shall be required to cease all use of the Licensed Software and Documentation, and return or certify destruction, as requested by MicroPact, all copies of the Licensed Software and Documentation (including any training materials) in Licensee's possession (whether modified or unmodified) and all other materials pertaining to the Licensed Software, including all copies thereof. Licensee agrees to certify its compliance with such requirement upon MicroPact's request. Within thirty (30) days after the termination of a License (five business days for non-renewal of a SaaS, IaaS or PaaS License), a corporate officer of Licensee shall execute a statement certifying that Licensee has fully complied with the terms of this Section B7 and acknowledging that all rights to use the Software and Documentation have been terminated and that any further use of the Software or Documentation is unauthorized and would be in violation of MicroPact's rights. Licensee acknowledges that following the expiration or termination of a SaaS, IaaS or PaaS License, any data that is retained in formats only readable by the Software will not be accessible. Any use of the Licensed Software or the Documentation after termination shall be considered infringement of MicroPact's Intellectual Property Rights. Termination of any License shall not relieve Licensee of its obligations to pay any amounts then due MicroPact and shall not entitle Licensee to a refund of any amounts paid under this Agreement, except as otherwise specified herein.

c. Survival. The following sections shall survive termination of this Agreement: Sections A1 (Origin of Licensed Software) and A2 (Ownership of Licensed Software, MicroPact Licensor's Software, ISV Supported Software, or Third Party Software), Section A3 (Third Party Software), Section A10 (Audit Rights), Section B2 (Fees and Other Charges), B4 (Limitation of Liability), Section B5 (Indemnification), Section B6 (Default), Section B7(b) (Effect of Termination) and Section B7(c) (Survival); Section B9 (Confidentiality and Non-Disclosure), Section B10 (Notices), Section B11 (Governing Law), Section B12 (Non-Solicitation of Personnel), Section B15 (Modifications and Waiver), Section B17 (Commercial Computer Software), Section B18 (Compliance with Law), and Section B20 (Export Control).

B8. PUBLICITY AND MARKETING

Licensee agrees to be included on a list of MicroPact, Inc. clients as a reference. Furthermore, Licensee hereby authorizes MicroPact to use its name, including the name of any related project for which the Licensed Software will be used to support, in a press release relating to the sale of Licensed Software, Annual Support and Maintenance Services, and Professional Services hereunder. MicroPact shall allow Licensee to review, modify, and authorize, as reasonably necessary, such press release prior to its publication. Additionally, if requested by MicroPact, Licensee agrees to participate in the MicroPact Client Testimonial Program, which includes, but is not limited to, the production and publication of a press release, Q&A and/or case study to provide a written analysis of Licensee's experience in the selection, implementation and use of the Licensed Software. The production of such documents is at MicroPact's expense, and no such documents or any content relating thereto will be made public without Licensee's express, written permission which will not be withheld unreasonably. The aforementioned clause shall not apply to awards under the Multiple Award Schedule 70 contract.

B9. CONFIDENTIALITY AND NON-DISCLOSURE

a. "Confidential Information" means any information which one party ("Disclosing Party") provides, either directly or indirectly, to the other ("Receiving Party") in connection with this Agreement, including the Licensed Software and Personal Information, the terms of this Agreement, or information related to the business of the

Disclosing Party that (1) if in tangible form, is clearly marked at the time of disclosure as being confidential, or (2) if disclosed orally or visually, is designated at the time of disclosure as confidential, or (3) is reasonably understood to be confidential or proprietary information, whether or not marked.

b. Except as required by the Freedom of Information Act, as amended, confidential Information will be protected and held in confidence by the Receiving Party and will be used only for the purposes of this Agreement and related internal administrative purposes. Disclosure of the Confidential Information will be restricted to the Receiving Party's affiliates, employees, contractors and business partners on a "need to know" basis, provided that they are bound by written confidentiality obligations no less stringent than those in this Agreement prior to any disclosure. Confidential Information does not include information that (1) is already known to Receiving Party at the time of disclosure, (2) is or becomes publicly known through no wrongful act or failure of the Receiving Party, (3) is independently developed by Receiving Party without benefit of Disclosing Party's Confidential Information, or (4) is received from a third party which is not under and does not thereby breach an obligation of confidentiality. In the event of any FOIA requests, U.S. Government Licensee's shall take all steps necessary to protect Licensor's Confidential information.

c. Each party agrees to protect the other's Confidential Information at all times and in the same manner as each protects the confidentiality of its own proprietary and confidential materials of similar kind, but in no event with less than a reasonable standard of care. A Receiving Party may disclose Confidential Information to the extent required by law, provided that the party required to disclose the Confidential Information provides the original Disclosing Party with notice as soon as reasonably practicable to allow the Disclosing Party an opportunity to respond to such requirement, and provided further that such disclosure does not relieve Receiving Party of its confidentiality obligations with respect to any other party. These confidentiality restrictions and obligations will remain in effect until the information ceases to be Confidential Information. If Licensee participates in a MicroPact-sponsored group event, this Section B9 shall apply to Confidential Information disclosed by any group participant, and MicroPact may provide a copy of this Section B9 to any Disclosing Party seeking to enforce its provisions.

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

e. Licensee may provide Confidential Information to MicroPact in connection with an Annual Support and Maintenance Services request or a Professional Services engagement. Prior to disclosing or delivering any Confidential Information that is subject to restrictions under Privacy Laws or export control laws and regulations, including without limitation any restrictions, laws or regulations that will apply to the transfer by MicroPact of the Confidential Information to any of its affiliates, employees, contractors and alliance partners located anywhere in the world ("Restricted Data"), Licensee shall identify to MicroPact in writing (including email) such Restricted Data. MicroPact may add a surcharge to cover additional costs of handling Restricted Data (except that the surcharge shall not apply to U.S. Government Licensees). For all Licensees except for U.S. Government Licensees, if Licensee fails to identify Restricted Data, Licensee shall be responsible for any liability or claims related to MicroPact's handling or export of any such Restricted Data in the normal course of MicroPact's business. For U.S. Government Licensees, MicroPact shall not be liable for any liability or claims for MicroPact's handling or export of any Restricted Data that the U.S. Government Licensee fails to identify as Restricted Data. All Licensees except for the U.S. Government Licensee shall indemnify, defend and hold MicroPact harmless for any handling of Restricted Data that is not otherwise identified as stated herein and that such handling causes harm to a person with whom the Restricted Data concerns. MicroPact may use Confidential Information for testing or development purposes, provided that MicroPact remains bound by the confidentiality obligations of any applicable license or nondisclosure agreement and applicable Restricted Data obligations.

B10. NOTICES

All notices or other communications required to be given hereunder shall be in writing and delivered either personally, by U.S. mail or electronic mail. If by US mail, certified, return receipt requested, postage prepaid, and addressed as provided in this Agreement or as otherwise requested by the receiving party. Notices delivered personally shall be effective upon delivery and notices delivered by mail shall be effective upon their receipt by the party to whom they are addressed. Notices delivered by electronic mail shall be delivered and read receipt requested through the notice provider's electronic mail service.

Notices by either Party to the other shall be addressed to the individuals and to the addresses or electronic mail addresses set forth in the Purchase Order.

B11. GOVERNING LAW

a. **For Americas Licensees (except for U.S. Government Licensees):** This Agreement shall be governed by the laws of the Commonwealth of Virginia, U.S.A., without regard to any conflicts of laws provisions.

b. **For U.S. Government Licensees:** The Agreement shall be governed by the applicable U.S. federal law of government contracts, without regard to any conflicts of laws provisions.

c. **For Asia-Pacific Licensees:** This Agreement shall be governed by the laws of Australia and particularly the laws of South Australia, without regard to any conflicts of laws provisions.

d. **For EMEA Licensees:** This Agreement shall be governed by the laws of England, without regard to any conflicts of laws provisions.

e. **For all Licensees:** The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

B12. Dispute Resolution.

a. Informal Dispute Resolution. In the event of any Dispute arising from or relating to this Agreement or the breach thereof, the parties hereto shall endeavor to use their best efforts to settle the Dispute. To this effect, the management-level representative from each party shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If the management-level representatives are unable to reach such solution within thirty (30) days of the commencement of such negotiations, then the Dispute will be referred to executive-level representatives of each party for an additional thirty (30) day period of negotiation. The aforementioned clause shall not apply to awards under the Multiple Award Schedule 70 contract.

b. For Americas Licensees (except for U.S. Government Licensees): If a Dispute is not resolved at the end of the sixty (60) day period described in Subsection (a) above, then upon notice by either party to the other, the Dispute shall be settled by final and binding arbitration in accordance with the American Arbitration Association ("AAA") Commercial Arbitration Rules. A single arbitrator appointed as provided in the AAA Commercial Arbitration Rules will be an attorney experienced in computer software, licensing, and information technology disputes. The arbitrator will have exclusive authority to resolve any and all disputes relating to procedural and substantive questions concerning the arbitration, including choice of venue and choice of law issues, and the formation, interpretation, applicability, scope, and enforceability of this agreement to arbitrate. The arbitration proceeding shall be conducted in the English language and shall occur in the Washington, DC metropolitan area, or, with the consent of the arbitrator and parties, another mutually agreeable metropolitan area. The arbitration

shall be governed by the Federal Arbitration Act, 9 U.S.C. §§1-16, and judgment upon the award rendered by the arbitrator may be entered by any court of competent jurisdiction.

c. For U.S. Government Licensees: Any Dispute that cannot be resolved by the parties will be subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this Agreement to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this Agreement shall be a dispute to be resolved in accordance with the FAR Disputes clause at 48 C.F.R. 52.233-1, which is incorporated by reference.

d. For Asia-Pacific and EMEA Licensees: If a Dispute is not resolved at the end of the sixty (60) day period described in Subsection (a) above, then upon notice by either party to the other, the Dispute shall be finally resolved by binding arbitration before a single arbitrator pursuant to the Rules of Arbitration ("Rules") and under the auspices of the International Chamber of Commerce (ICC). In accordance with the Rules the parties shall select the arbitrator, and if they do not, an arbitrator shall be selected by the ICC in accordance with the Rules. The arbitrator shall be a lawyer knowledgeable in the chosen law and information technology disputes. At either party's request, the arbitrator shall give a written opinion stating the factual basis and legal reasoning for his/her decision. The arbitrator will have exclusive authority to resolve any and all disputes relating to procedural and substantive questions concerning the arbitration, including choice of venue and choice of law issues, and the formation, interpretation, applicability, scope, and enforceability of this agreement to arbitrate. The arbitration proceeding shall be conducted in the English language and shall occur in Adelaide, Australia (for Asia-Pacific Licensees) or London, UK (for EMEA Licensees), or, with consent by the arbitrator and parties, another mutually agreeable metropolitan area.

i. Arbitration. The arbitrator shall award appropriate fees and costs to the prevailing party. If it becomes necessary for either party to compel arbitration or to enforce an arbitration award, that party may bring an action in any court of competent jurisdiction and the prevailing party will be entitled to recover from the other party its costs and expenses, including court costs and reasonable attorneys' fees (including allocable costs of in-house counsel). The arbitration and all related proceedings and discovery will take place pursuant to a protective order entered by the arbitrator that protects the confidential nature of the parties' proprietary and confidential information. No arbitration award may provide a remedy beyond those permitted under this Agreement, and any award providing a remedy not permitted under this Agreement will not be valid and will be vacated. No Dispute may be brought as a class action, and neither party may act as a class representative or participate as a member of a class of claimants with respect to any Dispute. BOTH PARTIES HEREBY WAIVE ALL RIGHT OR ENTITLEMENT TO TRIAL BY JURY IN CONNECTION WITH ANY DISPUTE THAT ARISES OUT OF OR RELATES IN ANY WAY TO THIS AGREEMENT.

f. Litigation Rights. Either party may, without waiving any remedy under this Agreement, seek temporary or permanent injunctive relief including without limitation equitable relief from any court of competent jurisdiction to protect its Confidential Information, non-solicitation rights, License rights and Intellectual Property Rights, regardless of the arbitration requirements. MicroPact reserves the right to pursue legal action in a court of competent jurisdiction to compel payment due hereunder and, in such a case, MicroPact shall be entitled to recover its costs and reasonable attorneys' fees (including the allocable costs of in-house counsel), regardless of the arbitration requirements. The aforementioned clause shall not apply to awards under the Multiple Award Schedule 70 contract.

B13. NON-SOLICITATION OF EMPLOYEES.

a. For one year after delivery of Licensed Software under Section A and the Purchase Order, or after termination of an SOW or Quote (as appropriate), neither party shall solicit for hire as an employee, consultant or otherwise any of the other party's personnel who have had direct involvement with the Licenses, Annual Support

and Maintenance Services or Professional Services or proposal for the Licenses Annual Support and Maintenance Services or Professional Services specified in Section A or SOW or Quote or Purchase Order (as appropriate), without the other party's express written consent. However, neither party will be precluded from hiring any employee of the other party who responds to any public notice or advertisement of an employment opportunity or who terminated his/her employment with the other party at least six months previously, provided that the hiring party did not solicit the termination.

b. A party shall not be in breach of this Non-solicitation of Employees Section if (i) the candidate applying for the position does so via a general advertisement (e.g., online job posting via Monster, Career Builder, etc.; paper advertisement; recruitment fair) and without encouragement to apply by the hiring party; or (ii) those responsible for the solicitation, hiring or retention of the other party's personnel were not aware of these restrictions. However, personnel of either party working on a proposal or the Purchase Order for any Licenses Annual Support and Maintenance Services or Professional Services under this Agreement shall be presumed to know of the restriction.

c. This Section B13 shall not apply to U.S. Government Licensees. Any Non-Solicitation of Employees shall be addressed in the individual Delivery Orders, as mutually agreed and issued by U.S. Government Licensees.

B14. INDEPENDENT CONTRACTOR. Each party is at all times acting as an independent contractor under this Agreement and not as an agent, employee, joint venturer or partner of the other.

B15. PARTNER TRANSACTIONS. Where Licensee acquires Licensed Software or receives maintenance, support or services from a Partner, any specific term regarding warranty, maintenance and/or services, as applicable, may be contracted directly between Licensee and that Partner and conflicting terms of this Agreement shall not apply to such Licensed Software, maintenance, support or services.

B16. MODIFICATIONS AND WAIVERS

This Agreement may not be modified or otherwise amended except by a writing signed by authorized representatives of both parties. A waiver by either party of its rights hereunder shall not be binding unless contained in a writing signed by an authorized representative of the party waiving its rights. The non-enforcement or waiver of any provision on one (1) occasion shall not constitute a waiver of such provision on any other occasions unless expressly so agreed in writing. It is agreed that no use of trade or other regular practice or method of dealing between the parties hereto shall be used to modify, interpret, supplement, or alter in any manner the terms of this Agreement.

B17. FORCE MAJEURE

Neither party shall be liable for any loss or delay resulting from any force majeure event, including acts of God, fire, natural disaster, terrorism, labor stoppage, war or military hostilities, communications failures, power outages, or inability of carriers to make scheduled deliveries, and any payment or delivery date shall be extended to the extent of any delay resulting from any force majeure event.

B18. COMMERICAL COMPUTER SOFTWARE

The Licensed Software provided under this Agreement is commercial computer software developed exclusively at private expense. Use, duplication, and disclosure by civilian agencies of the U.S. Government shall be in accordance with FAR 52.227-19 (c) or other agency data rights provisions, as may be applicable. Use, duplication and disclosure by DOD agencies is subject solely to the terms of standard software License Agreement as stated in DFARS 227.7202. "Unpublished-All rights reserved under the Copyright Laws of the United States".

MICROPACT

B19. COMPLIANCE WITH LAW

a. Licensee warrants to MicroPact that it will comply with all applicable laws and will collect, use, transfer and otherwise Process any Personal Information collected by or through the Licensed Software or that Licensee discloses to MicroPact under this Agreement in compliance with all applicable laws, enactments, regulations, orders, standards and other similar instruments, including Privacy Laws.

b. Licensee will remain the controller of Personal Information it provides to MicroPact and that it will not instruct MicroPact to Process any such Personal Information in any way that will violate any applicable laws including Privacy Laws.

c. Licensee will use the Licensed Software Annual Support and Maintenance Services and Professional Services in compliance with any laws, enactments, regulations, collective labor agreements, orders, standards and other similar instruments that might be applicable to Licensee.

d. Licensee will obtain all necessary approvals, authorizations, or other consents, and will maintain any registrations, requirements, mandatory procedures or similar obligations that may be applicable to Licensee.

e. For all Licensees (except for U.S. Government Licensees), Licensee shall be responsible to MicroPact for any costs, loss or damage MicroPact incurs as a direct or indirect result of Licensee's breach of this Section or Licensee's failure to comply with laws. For U.S. Government Licensees, Licensee shall indemnify, defend and hold MicroPact harmless for any loss or damage MicroPact incurs as a direct or indirect result of a breach of this Compliance with Law Section by the U.S. Government Licensee.

B20. EXPORT CONTROL

a. Licensed Software and Documentation furnished to under this Agreement may be controlled for export purposes under the International Traffic in Arms Regulations ("ITAR") controlled by the U.S. Department of State or the Export Administration Regulations ("EAR") controlled by the U.S. Department of Commerce. ITAR controlled technology may not be exported without prior written authorization and certain EAR technology requires a prior license depending upon its categorization, destination, end-user and end-use. Both Parties are bound by U.S. export statutes and regulations and shall comply with all U.S. export laws.

b. Each Party agrees to comply with all applicable U.S. export control laws and regulations, specifically including, but not limited to, the requirements of the Arms Export Control Act, 22 U.S.C. § 2751-2794, the ITAR 22 C.F.R. § 120 et seq.; and the Export Administration Act, 50 U.S.C. app. 2401-2420, including the EAR, 15 C.F.R. § 730-774; including the requirement for obtaining any export license or agreement, if applicable. Without limiting the foregoing, the receiving Party agrees that it will not transfer any export controlled item, data, or services, to include transfer to foreign persons (as defined by the ITAR) employed by or associated with, or under contract to the such receiving Party or its respective lower-tier suppliers, without the disclosing Party's prior approval and the authority of an export license, agreement, or applicable exemption or exception.

c. Each Party will promptly notify the other if it is or becomes, listed in any Denied Parties List or its export privileges are otherwise denied, suspended or revoked in whole or in part by any U.S. Government entity or agency.

B21. Entire Agreement.

a. This Agreement, which consists of Sections A-D with a separate Purchase Order: Software and Services Business Terms for each Licensed Software order, and a separate SOW or Quote (as appropriate) for each Professional Services engagement plus any attachments identified as incorporated into this Agreement (including the Multiple Award Schedule 70 contract for those U.S. Government Licensees purchasing the Licensed Software and Services under such vehicle), is the entire agreement between Licensee and MicroPact relating to the specific Licensed Software order or Professional Services engagement and supersedes all prior or contemporaneous oral or written communications, proposals and representations relating to that transaction. Any purchase order or other document issued by the Licensee (including any online terms as part of a required procurement process) will be for administrative purposes only and any such terms will not alter or supplement this Agreement.

b. This Agreement will not be modified by any other act, document, usage, custom, or course of dealing unless it is signed by both parties. However, only Licensee's signature or affirmation is required to agree to an unmodified Order Form, or other transaction document or language provided by MicroPact. Specified terms in a Quote or SOW (as applicable) will prevail over conflicting terms in the remainder of the Agreement for that transaction or engagement. MicroPact reserves the right to periodically update maintenance terms. For those U.S. Government Licensees purchasing maintenance under the Multiple Award Schedule 70, changes the maintenance terms shall be incorporated into the Multiple Award Schedule 70 contract before taking effect.

c. Unless otherwise agreed in writing, this Agreement (1) does not terminate the Licensee's license rights and maintenance (support) obligations of any prior MicroPact license agreement for other MicroPact Licensed Software, and (2) supersedes any previous "clickwrap" license incorporated in the Licensed Software.

B22. E-mail Communications. Licensee consents to receiving email messages from MicroPact that may constitute “commercial e-mails” under the U.S. CAN-SPAM Act of 2003, 15 U.S.C. §§ 7701-7713. Licensee may at any time “opt out” of receiving future e-mails from MicroPact.

B23. BINDING EFFECT. This Agreement shall be binding upon the parties and their respective legal successors and permitted assigns.

B24. ASSIGNMENT. Licensee may not in whole or part, assign, transfer, novate, subcontract or sublicense this Agreement or any right or obligation under it, and any assignment made in violation of this provision shall be invalid. However, Licensee may assign this Agreement, without MicroPact's written consent, to any successor in interest by way of merger or consolidation or the acquisition of substantially all of Licensee's assets; provided that (1) assignor's account with MicroPact is current at the time of assignment, (2) assignee is not a direct competitor of MicroPact, and (3) assignee shall be bound by the terms and conditions of this Agreement, as written. The assignee shall provide evidence of the transaction and, if applicable, shall convert, true up, expand, or relocate the assigned Licenses subject to MicroPact's then-current fees.

B25. SEVERABILITY. If any provision of this Agreement is illegal or unenforceable in any jurisdiction, that provision shall remain effective with respect to any jurisdiction in which it is legal and enforceable, and the remainder of this Agreement will remain valid and enforceable anywhere. The exclusion of damages in Section B4(b) shall survive a finding that an exclusive remedy failed of its essential purpose.

B26. ORDER OF PRECEDENCE. In the event of a conflict among any of the terms set forth in the Purchase Order or this Agreement, the Purchase Order will govern. For contracts issued by the US Government, the order of precedence shall be in accordance with FAR 15.406-3(b) unless otherwise stated in the order issued by the US Government.

Section C
Annual Support and Maintenance Terms and Conditions

C1. GENERAL. "Licensee " means the single end-user customer organization. The License, granted hereunder shall extend to Licensee's wholly owned subsidiaries or divisions or organizations within the agency, but not to other entities, Federal agencies or governmental departments.

C2. MAINTENANCE. During any period for which Licensee has made the required maintenance payment, Licensee shall be entitled to receive the following from MicroPact:

a. Updates (as described below);
b. Defect Correction (as described below);
c. Telephone Support (as determined by your specific support plan located in the Purchase Order or maintenance invoice, and as further described below); and

C3. SUPPORT. Subject to Licensee's payment of the annual support fee, MicroPact agrees to provide annual support of the Licensed Software delivered to Licensee pursuant to this Agreement. For Licensees other than U.S. Government Licensees, Licensee agrees to subscribe to the Annual Support Agreement unless a written notification of termination is submitted to MicroPact prior to commencement of annual support anniversary date. In the event that Licensee allows its payment for Annual Support and Maintenance to lapse, MicroPact shall charge (at its discretion) and Licensee shall pay (i) all back maintenance fees to cause the Annual Support and Maintenance to be current; and (ii) a reinstatement fee equal to $5,000. For U.S. Government Licensees, any agreement for Annual Support (or renewal thereof) shall be in accordance with the exercise of an option year and application of the funding for such renewal. Moreover, if a U.S. Government Licensee allows its payment Annual Support and Maintenance to lapse, after MicroPact's reasonable attempts to contact the U.S. Government Licensee to renew, MicroPact will (at its discretion) cease providing such support services. Any fees for the lapsed coverage period, MicroPact will be entitled to pursue such fees via an equitable adjustment claim under the Contracts Dispute Act. A "lapse" as used herein means any period of time that occurs after the Annual Support and Maintenance period has expired.

C4. UPDATES. MicroPact shall provide Licensee (i) all upgrades, modifications, improvements, enhancements, extensions, and other changes to the Licensed Software which are generally made available to other entellitrak® Software or icomplaints® Software customers of MicroPact.

C5. DEFECT CORRECTION

a. Licensee shall report suspected Defects in the Licensed Software to MicroPact using the MicroPact hotline or the Internet, and shall document the suspected Defect. If the Defect is confirmed, MicroPact shall use commercially reasonable efforts to provide a Correction to Licensee.

b. MicroPact shall not be responsible for Defect Correction in any version of the Licensed Software other than the most recent release of the Licensed Software, provided that MicroPact shall continue to support prior Licensed Software releases for a period of not more than six months after the most recent release.

c. MicroPact reserves the right to decline Licensee maintenance/support requests that could be resolved by reference to the Documentation or implementation of Corrections, or that arise from Licensee's negligence, Misuse of the Licensed Software, or issues relating to third party equipment and Licensed Software unless subject to a mutually agreed SOW or Quote (as applicable) to provide such Professional Services for additional fees.

d. Licensee will take all reasonable steps to carry out procedures for the Correction of Defects or implementation of Corrections and Updates provided by MicroPact within a reasonable time after such procedures have been received.

C6. TELEPHONE SUPPORT. MicroPact shall provide telephone support so as to allow Licensee to report problems and to seek assistance in the use of the Licensed Software. MicroPact provides telephone support from 7AM to 8PM Eastern Time, Monday through Friday. Upon receipt of the initial call MicroPact will provide a maintenance call identification number. MicroPact shall return support calls within a commercially reasonable time, normally one (1) hour, after receipt of Licensee's call. During this call back, MicroPact will employ reasonably commercial efforts to either resolve the problem or provide Licensee with an identification of the level of severity of the problem, and an estimated completion time for resolution of the problem. MicroPact may, upon request, provide Licensee with a beeper number to contact for support during weekday and weekend hours that are outside the telephone support hours of operation.

C7. MAJOR DEFECT. When Licensee reports a Major Defect to MicroPact using the MicroPact hotline, MicroPact shall immediately proceed with diligent and sustained effort to (i) recreate and verify such defect, and then employ reasonable commercial efforts to correct such major defect and (ii) unless the major defect is corrected within forty-eight hours of MicroPact's receipt of Licensee's report thereof (or such longer period as Licensee may agree), implement a temporary solution to avoid or significantly minimize the impact of the major defect on the operation of the Licensed Software until the major defect is corrected. For purposes of this Agreement, a major defect means that most or all of the Licensed Software functionality is rendered inoperable.

C8. MINOR DEFECT. When Licensee reports a Minor Defect to MicroPact using the MicroPact hotline, MicroPact shall within a commercially reasonable time initiate efforts to (i) recreate and correct such minor defect within a reasonable time and (ii) suggest solutions to avoid and minimize the impact of the minor defect on the operation of the Licensed Software until the minor defect is corrected. For purposes of this Agreement, a minor defect means that some of the Licensed Software functionality is rendered inoperable, or most or all of the Licensed Software functionality is substantially reduced in effectiveness or throughput.

C9. DOCUMENTATION. MicroPact will provide to Licensee, at MicroPact's option, either in hard copy or by electronic media updated Documentation for any upgrades, modifications, improvements, enhancements, extensions, and other changes to the Licensed Software.

C10. SUPPORTED VERSIONS. MicroPact shall not be responsible for correcting major defects or minor defects in any version of the Licensed Software other than the most recent release of the Licensed Software, provided that MicroPact shall continue to support prior releases superseded by recent releases for a reasonable period sufficient to allow Licensee to implement the newest release.

C11. LICENSEE RESPONSIBILITIES. MicroPact shall not be obligated (i) to provide telephone assistance (beyond an initial telephone call) or consulting time relating to problems, errors or malfunctions caused by (A) malfunction of Licensee's Equipment, (B) software not licensed pursuant to this Agreement, (C) Abnormal Use, or (D) any other cause not attributable to MicroPact; (ii) to provide extensive training that would normally be provided in formal training classes; or (iii) to perform Professional Services that would normally be provided at Licensee's business location.

C12. EXCLUDED ITEMS.

a. MicroPact's maintenance/support obligations shall not include:
    1. providing assistance (beyond an initial communication) or consulting time relating to problems, caused by (i) malfunction or failure of the computer system and communications network on which Licensee has installed and is using the Licensed Software, (ii) Licensed Software not

licensed pursuant to this Agreement, (iii) Misuse, (iv) improper installation or configuration by Customer, third party consultants, or Support Contractors, (v) failure to incorporate Updates or Corrections, or (vi) any other cause not attributable to MicroPact;

2. providing training covered in formal training classes;
3. performing Professional Services that would normally be provided at Licensee's business location;
4. development or support for any Licensed Software customizations or custom reports;
5. database schema changes, or supporting application program interfaces (“APIs”) not provided or approved by MicroPact;
6. supporting hosting providers not certified by MicroPact; or
7. MicroPact University's training guides e-learning modules, training kits, "train the trainer" programs or other learning resources provided by MicroPact.

b. If MicroPact notifies Licensee that a problem, error or malfunction for which Licensee has requested maintenance is not covered, MicroPact will work with Licensee to develop a mutually agreed SOW or Quote (as applicable) under which MicroPact will perform such services at MicroPact's then-current rates. For those U.S. Government Licensees who purchased maintenance services under the Multiple Award Schedule (MAS) 70 contract, and such services require professional services, the then-current rates set forth in the MAS 70 contract shall apply.

Section D
Professional Services Terms and Conditions

D1. PROFESSIONAL SERVICES. MicroPact shall provide Professional Services when mutually agreed in an SOW or Quote (as applicable). Unless otherwise agreed in writing by MicroPact, the terms and conditions of this Agreement will apply to any Professional Services provided to Licensee by MicroPact after the Effective Date, whether or not this Agreement is referenced and whether or not an SOW or Quote (as applicable) is executed. Licensee acknowledges that the ultimate responsibility for the Professional Services rests with Licensee and that MicroPact's role is to assist Licensee in that endeavor. Any staff or personnel provided by MicroPact to provide the Professional Services under an SOW or Quote (as applicable) are referred to as "Consultants".

D2. PROJECT MANAGEMENT. Licensee shall appoint an individual to authorize SOWs, receive progress reports and address problems that may arise in connection with the Professional Services (the "Project Manager") and shall provide MicroPact in writing with the name and contact information for that Project Manager.

D3. WORK ON LICENSEE'S PREMISES. MicroPact shall require its Consultants to observe the reasonable security, safety and other policies of the Licensee while such Consultants are on Licensee's premises, provided that Licensee provides MicroPact with reasonable advance notice of those policies. For U.S. Government Licensees, MicroPact shall comply with all security requirements as set forth in the contract award.

D4. LICENSEE'S COOPERATION. MicroPact's performance depends upon Licensee's timely and effective cooperation in connection with the Professional Services, including providing MicroPact with reasonable facilities, timely and sufficient access to appropriate data, information, and appropriately skilled Licensee personnel, and prompt responses to questions and requests. MicroPact will not be liable for any failure or delays in performing the Professional Services to the extent that the failure or delay is caused by Licensee's failure to cooperate. Unless otherwise specified in an SOW or Quote (as applicable), MicroPact may rely upon the accuracy and completeness of data, material, and other information furnished by Licensee, without any independent investigation or verification. Should the data contain errors or inaccuracies, Licensee shall be responsible for the time it requires for MicroPact's consultants to expend to resolve the identified errors or issues.

D5. STATEMENT OF WORK. All work performed by MicroPact will be documented in an SOW or Quote (as applicable). Each SOW or Quote (as applicable) shall establish the general nature of the work to be performed, the number of Consultants to be assigned, the estimated duration of the Professional Services, the approximate number of hours, and the applicable hourly rate or fee. If there is a conflict between this Agreement and the SOW or Quote (as applicable), the SOW shall control. For those U.S. Government Licensees who purchased professional services under the MAS 70 contract, the then-current hourly rates as well as the terms and conditions set forth in the MAS 70 contract shall apply.

D6. CHANGE ORDERS. Either party may propose changes in the scope of the SOW or Quote (as applicable), but neither party will be bound by any proposed change until both parties have agreed to that change in writing (a "Change Order").

D7. SCHEDULING. MicroPact will try to accommodate work schedule requests of Licensee to the extent commercially practicable. MicroPact reserves the right to change such schedule for any SOW if the assigned Consultants are unable to perform scheduled Professional Services because of illness, resignation, weather, or other causes beyond MicroPact's reasonable control. MicroPact will make commercially reasonable efforts to replace any such Consultant within a reasonable time in order to limit impact on the schedule.

D8. CANCELLATION OR RESCHEDULING OF SOWs. Licensee may cancel or reschedule (if previously scheduled) all or part of any SOW upon thirty (30) days' advance written notice (" Notice Period") and provide a detailed reason for the cancellation. Upon cancellation of an SOW in progress, Licensee will pay all fees and expenses for work

performed through the effective cancellation date (partially completed fixed fee engagements will be prorated) as well as reasonable costs directly related to Licensee's cancellation (such as lodging cancellation charges or air travel change fees). An SOW may be rescheduled at no cost, other than any reasonable costs directly related to rescheduling (such as lodging cancellation charges or air travel change fees). MicroPact will make reasonable efforts to accommodate Licensee's requested dates but the rescheduled SOW dates, although mutually agreed, shall be based on availability of Consultants. If Licensee cancels or reschedules an SOW with less than the Notice Period, Licensee will also pay a fee equal to the total daily rates for Consultants assigned to the SOW for every day that the actual notice was less than the Notice Period. However, the fee may not exceed the remaining number of days scheduled on the SOW. Notwithstanding the foregoing, for those U.S. Government Licensees who purchased professional services under the MAS 70 contract, Changes shall be made in accordance with FAR 52.212-4 (Changes).

D9. FEES AND EXPENSES. Unless otherwise provided in an SOW or Quote (as applicable), Licensee shall pay MicroPact on a time and materials basis at MicroPact's then-current rates. Hourly rates or fees for Professional Services performed shall be set forth in the applicable SOW or Quote (as applicable). Unless otherwise agreed in writing in the SOW or Quote (as applicable), the minimum labor charge for any single day is eight hours. This previous sentence shall not apply to U.S. Government Licensees purchasing Services under the MAS 70 contract. Billable amounts incurred in excess of eight hours per day will be billed at the standard, straight-time hourly rate. Estimated fees for Professional Services under this Agreement do not include travel or other expenses. Licensee agrees to reimburse MicroPact for and will be invoiced for all travel and other expenses. Out-of-pocket expenses will be reimbursed on a pass-through basis based on the net cost paid or invoiced at the time of purchase, which includes airfare, ground transportation, lodging, meals and incidentals. Licensee acknowledges that MicroPact or its affiliates may receive frequent flyer miles, hotel "points", commissions, rebates, fees or other consideration ("Benefits") as a result of relationships with travel service providers, alliance companies, software, hardware, and other vendors. Licensee agrees that MicroPact is not obligated to provide a credit for or reimbursement to Licensee for Benefits. Notwithstanding the foregoing, for those U.S. Government Licensees who purchased professional services under the MAS 70 contract, fees and expenses owed to MicroPact shall be in accordance with the authorized Task or Delivery Order written against the MAS 70 contract. Moreover, payment by U.S. Government Licensees for travel shall be reimbursed in accordance with Public Law --.234 and FAR Part 31.

D10. ACCEPTANCE OF DELIVERABLES. The process for accepting any and all deliverables under a SOW or Quote (as applicable) and this Section D will be in accordance with the following:

- MicroPact and Licensee will follow the below process for accepting any and all deliverables that require Licensee acceptance:
    - MicroPact will submit all deliverables other than software in writing.
    - Licensee will have a period of 10 business days to respond to the submitted deliverable with any requested changes.
    - Within 10 business days of the requested changes MicroPact will resubmit the deliverable.
    - Licensee will then have 10 business days to accept the resubmitted deliverable. If Licensee does not find the resubmitted deliverable acceptable the above process will continue.
    - If Licensee does not respond within the intervals outlined above the submitted deliverable will be considered accepted by Licensee.

Notwithstanding the foregoing, for those U.S. Government Licensees who purchased professional services under the MAS 70 contract, the acceptance process shall be in accordance with FAR 52.212-4(a) and the above referenced terms if incorporated into the contract award.

D11. PROJECTION EQUIPMENT. If requested by MicroPact, Licensee will make available for use projection equipment for on-site training classes. Alternatively and upon prior written request, MicroPact will provide

projection equipment for an additional charge. For U.S. Government Licensees, any charges for projection equipment shall be included in the contract award and be funded accordingly.