## CONFIDENTIAL

ATTENTION: THIS IS A LICENSE, NOT A SALE. THIS SOFTWARE IS PROVIDED UNDER THE FOLLOWING LICENSE THAT DEFINES WHAT YOU MAY DO WITH THE SOFTWARE AND CONTAINS LIMITATIONS ON REPRESENTATIONS, WARRANTIES, CONDITIONS, REMEDIES, AND LIABILITIES.

TITUS® Metadata Security for SharePoint™ Software License

IMPORTANT: YOU WILL BE ACCEPTING THIS LICENSE, AND YOU WILL HAVE ACCEPTED AND AGREED TO THESE TERMS AND CONDITIONS. THIS SOFTWARE IS ALSO PROTECTED BY COPYRIGHT LAWS AND INTERNATIONAL COPYRIGHT TREATIES, AS WELL AS OTHER INTELLECTUAL PROPERTY LAWS AND TREATIES. IF YOU ARE AN AGENT OR EMPLOYEE OF ANOTHER ENTITY YOU REPRESENT AND WARRANT THAT (I) THE INDIVIDUAL ACCEPTING THIS LICENSE IS DULY AUTHORIZED TO ACCEPT THIS LICENSE ON SUCH ENTITIES' BEHALF AND TO BIND SUCH ENTITY, AND (II) SUCH ENTITY HAS FULL POWER, CORPORATE OR OTHERWISE, TO ENTER INTO THIS LICENSE AND PERFORM ITS OBLIGATIONS HEREUNDER.

1. Definitions: In this License:

"License" means this TITUS Metadata Security for SharePoint Software License;

"Software" means the TITUS Metadata Security for SharePoint binary software program packaged with this License or in which this License is embedded, and which software program includes the storage media containing the software program, and any printed, online, or electronic documentation or release notes;

"You" or "Your" means the Ordering Activity.

2. Grant of License: Subject to the terms and conditions of this License, Titus grants to You a nonexclusive, non-transferable license for the number of copies of the Software licensed hereunder for the internal use of the Software licensed hereunder. Your use of each copy of the Software shall also be limited to the number of server licenses purchased by You in the order document (company purchase order, invoice, or charge card receipt) for that copy of the Software. You may install and use the number of copies of the Software specified in the order document (company purchase order, invoice, or charge card receipt) for this Software. If the number of copies of the Software is not specified in the order document, the number of copies shall be one (1). You may make one (1) additional copy of the Software but for archival purposes only. All copies of the Software shall include all trademarks, copyright notices, restricted rights legends, proprietary markings and the like exactly as they appear on the copy of the Software originally provided to You. No other rights in the Software are granted to You.

Restrictions: You shall not reverse engineer, disassemble, reverse translate, decompile or in any other manner decode the Software except to the extent that the foregoing restriction is expressly prohibited by applicable law notwithstanding a contractual obligation to the contrary. You shall not distribute, lease, rent, grant a security interest in, assign, or otherwise transfer the Software. You shall not modify or create any derivatives of the Software or merge all or any part of the Software with another program. You shall not assign more than one (1) individual or entity to use each User CAL that is recognized by the Software. You acknowledge that the Software contains confidential information and know-how and You shall not use such confidential information or know-how except to the extent necessary to exercise the rights granted to You under Section 2 of this License. For greater certainty, You shall not disclose any performance, benchmarking, or feature-related information about the Software. You further agree not to disclose, transfer or otherwise provide to any third party any portion of the Software or confidential information or know-how, except as explicitly permitted herein. Some versions of the Software that have been designated as localized or country-specific may nonetheless contain certain components and/or interfaces that are in the English language only. Notwithstanding that this Software may contain inconsistent naming or branding, the name of Software in which this License is embedded, which accompanies this License, or that can be accessed after acceptance of this License, shall be the name first set forth above in this License.

CONFIDENTIAL

4. Limited Warranties: Titus warrants that the Software will perform substantially in accordance with its accompanying documentation for a period of thirty (30) days from the date of delivery of the Software to You. Titus does not, however, warrant that the Software will be free of all defects, errors, or inaccuracies. Titus does not warrant that the Software will meet Your requirements. If the Software does not perform in accordance with the warranties set forth in this Section 4, Your exclusive remedy, upon presentation of Your receipt of purchase of this License, shall be, at Titus's sole option, to (i) return the price paid for the Software, or (ii) repair or replace the Software.

5. DISCLAIMER OF WARRANTIES: EXCEPT FOR THE EXPLICIT WARRANTIES PROVIDED IN SECTION 4, THE SOFTWARE IS PROVIDED "AS IS", WITHOUT ANY REPRESENTATIONS, CONDITIONS, OR WARRANTIES OF ANY KIND. WITHOUT LIMITATION, TITUS AND ITS AFFILIATES, LICENSORS, SUBCONTRACTORS AND DISTRIBUTORS DISCLAIM ANY EXPRESS OR IMPLIED REPRESENTATIONS, CONDITIONS, OR WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE, SATISFACTORY QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS OTHERWISE EXPLICITLY PROVIDED IN THIS LICENSE, THE ENTIRE RISK OF THE USE OF THE SOFTWARE SHALL BE BORNE BY YOU. THIS AGREEMENT DOES NOT LIMIT OR DISCLAIM ANY OF THE WARRANTIES SPECIFIED IN THE GSA SCHEDULE 70 CONTRACT UNDER FAR 52.212-4(O). IN THE EVENT OF A BREACH OF WARRANTY, THE U.S. GOVERNMENT RESERVES ALL RIGHTS AND REMEDIES UNDER THE CONTRACT, THE FEDERAL ACQUISITION REGULATIONS, AND THE CONTRACT DISPUTES ACT, 41 U.S.C. 7101-7109.

6. LIMITATION OF LIABILITY: NEITHER TITUS NOR ANY OF ITS AFFILIATES, LICENSORS, SUBCONTRACTORS OR DISTRIBUTORS SHALL HAVE ANY LIABILITY TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY DAMAGES ARISING FROM THIS LICENSE, RELATED TO THE SOFTWARE. OR RELATED TO ANY SERVICES PROVIDED TO YOU BY TITUS (INCLUDING ITS AFFILIATES, LICENSORS, SUBCONTRACTORS AND DISTRIBUTORS) IN RELATION TO THE SOFTWARE FOR ANY INDIRECT, RELIANCE, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUE OR PROFIT. LOSS OF OR DAMAGE TO DATA OR OTHER COMMERCIAL OR ECONOMIC LOSS, WHETHER ARISING FROM CONTRACT, EQUITY, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR ANY OTHER THEORY OF LIABILITY, EVEN IF TITUS (INCLUDING ITS AFFILIATES, LICENSORS, SUBCONTRACTORS AND DISTRIBUTORS) HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR THEY ARE FORESEEABLE. TITUS (INCLUDING ITS AFFILIATES, LICENSORS, SUBCONTRACTORS AND DISTRIBUTORS) SHALL NOT BE RESPONSIBLE FOR CLAIMS BY A THIRD PARTY. THE LIMITATIONS IN THIS SECTION SHALL APPLY WHETHER OR NOT THE ALLEGED BREACH OR DEFAULT IS A BREACH OF A FUNDAMENTAL CONDITION OR TERM OR FUNDAMENTAL BREACH. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THESE LIMITATIONS MAY NOT APPLY TO YOU. IN NO EVENT SHALL THE TOTAL CUMULATIVE LIABILITY OF TITUS (INCLUDING ITS AFFILIATES, LICENSORS, SUBCONTRACTORS AND DISTRIBUTORS) TO YOU OR ANY OTHER PERSON OR ENTITY FOR ANY DAMAGES ARISING FROM THIS LICENSE, RELATED TO THE SOFTWARE, OR RELATED TO ANY SERIVICES PROVIDED TO YOU BY TITUS (INCLUDING ITS AFFILIATES, LICENSORS, SUBCONRACTORS AND DISTRIBUTORS) IN RELATION TO THE SOFTWARE, EXCEED THE LICENSE FEES PAID BY YOU FOR THE SOFTWARE.

THIS AGREEMENT SHALL NOT IMPAIR THE U.S. GOVERNMENT'S RIGHT TO RECOVER FOR FRAUD OR CRIMES ARISING OUT OF OR RELATED TO THIS CONTRACT UNDER ANY FEDERAL FRAUD STATUTE, INCLUDING THE FALSE CLAIMS ACT, 31 U.S.C. 3729-3733. FURTHERMORE, THIS CLAUSE SHALL NOT IMPAIR NOR PREJUDICE THE U.S. GOVERNMENT'S RIGHT TO EXPRESS REMEDIES PROVIDED IN THE GSA SCHEDULE CONTRACT (E.G., CLAUSE 552.238-75 – PRICE REDUCTIONS, CLAUSE 52.212-4(H) – PATENT INDEMNIFICATION, AND GSAR 552.215-72 – PRICE ADJUSTMENT – FAILURE TO PROVIDE ACCURATE INFORMATION).

THE DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY CONSTITUTE AN ESSENTIAL PART OF THIS LICENSE. YOU ACKNOWLEDGE THAT BUT FOR THE DISCLAIMER OF

## WARRANTIES AND LIMITATION OF LIABILITY, NEITHER TITUS NOR ANY OF ITS LICENSORS WOULD GRANT THE RIGHTS GRANTED IN THIS LICENSE.

7. Term: This License shall continue for as long as You use the Software. You must, upon termination, destroy all copies of the Software. You may terminate this License by destroying all copies of the Software under Your control and notifying Titus of such destruction. In addition to this Section, the Sections entitled Definitions, Limited Warranties, Disclaimer of Warranties, Limitation of Liability, Title, High-Risk Activities, and Miscellaneous shall continue in force even after any termination of this License.

8. Support and Updates: This License does not grant You the right to any updates or enhancements of the Software or the right to receive any support in respect to the Software. Such updates and other support services, if available, may be purchased separately from Titus in accordance with the Titus support program. The purchase of support and the receipt of updates and enhancements shall not increase the number of authorized copies of the Software, or the number of users, or User CALS for the Software. Use of such updates or enhancements shall be governed by the terms and conditions of this License.

9. Title: All right, title, and interest (including all intellectual property rights) in, to, and under the Software (including all copies thereof) shall remain with Titus and its licensors.

10. High-Risk Activities: The Software is not fault-tolerant and is not designed, manufactured or intended for use in or in conjunction with on-line control equipment in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communications systems, air traffic control, or direct life support machines. Titus, its Affiliates, licensors, subcontractors and distributors specifically disclaim any express or implied representations, warranties or conditions for such uses.

11. U.S. Government End-Users: The Software is a "commercial item" as that term is defined at FAR 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are defined in FAR 12.212, and is provided to the U.S. Government only as a commercial end item. Government end users acquire the rights set out in this License for the Software consistent with: (i) for acquisition by or on behalf of civilian agencies, the terms set forth in FAR. 12.212. Use of this Software and related documentation is further restricted by the terms and conditions of this License.

12. Intellectual Property: TITUS is a trademark or registered trademark of Titus International Inc. in certain countries. All TITUS product names and logos are trademarks or registered trademarks of TITUS Inc. in certain countries. All other company and product names and logos are trademarks or registered trademarks or registered trademarks of their respective owners in certain countries.

13. Miscellaneous: This License, together with the underlying GSA Schedule Contract, Schedule Pricelist and Purchase Order(s), is the entire agreement between You and Titus in respect to the Software, superseding any other agreements or discussions, oral or written, and may not be changed except by a written license agreement with Titus or a distributor of Titus. You may not assign this License whether voluntarily, by operation of law, or otherwise without Titus's prior written consent. The failure of a party to claim a breach of any term of this License shall not constitute a waiver of such breach or the right of such party to enforce any subsequent breach of such term. If any provision of this License is held to be unenforceable or illegal, such decision shall not affect the validity or enforceability of such provisions under other circumstances or the remaining provisions of this License and such remaining provisions shall be reformed only to the extent necessary to make them enforceable under such circumstances. This License shall be governed by the Federal laws of the United States. The application of the United Nations Convention on Contracts for the International Sale of Goods to this License is expressly excluded.

CONFIDENTIAL