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DLT, LLC Rider to Manufacturer End User License Agreements
(for U.S. Government End Users)

1. **Scope.** This DLT, LLC Rider and the Manufacturer End User License Agreement (EULA) establish the terms and conditions enabling DLT, LLC to provide Software and Services to U.S. Government agencies (the "Client" or "Licensee").

2. **Applicability.** The terms and conditions in the attached Manufacturer EULA are hereby incorporated by reference to the extent that they are consistent with Federal Law (e.g., the AntiDeficiency Act (31 U.S.C. § 1341(a)(1)(B)), the Contracts Disputes Act of 1978 (41. U.S.C. §
601-613), the Prompt Payment Act, the Anti-Assignment statutes (31 U.S.C. **§** 3727 and 41 § U.S.C. 15), 28 U.S.C. § 516 (Conduct of Litigation Reserved to Department of Justice (DOJ), and 28 U.S.C. § 1498 (Patent and copyright cases)). To the extent the terms and conditions in the Manufacturer's EULA are inconsistent with the Federal Law (*See* FAR 12.212(a)), they shall be deemed deleted and unenforceable under any resultant orders under DLT, LLC' s contract #GS-35F-0119Y, including, but not limited to the following:

(a) **Contracting Parties.** The Government customer (Licensee) is the "Ordering Activity", "defined as an entity authorized to order under GSA contracts as set forth in GSA ORDER 4800.2G ADM, as may be revised from time to time. The Licensee cannot be an individual because any implication of individual licensing triggers the requirements for legal review by Federal Employee unions. Conversely, because of competition rules, the contractor must be defined as a single entity even if the contractor is part of a corporate group. The Government cannot contract with the group, or in the alternative with a set of contracting parties.

(b) **Changes to Work and Delays.** Subject to GSAR Clause 552.243-72, Modifications (Federal Supply Schedule) (July 200 0) (Deviation I 2010) (AUG 1987), and 52.212 -4 (f) Excusable delays. (JUN 2010) regarding which the GSAR and the FAR provisions shall take precedence.

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

(d) **Audit.** During the term of this Agreement: (a) If Ordering Activity's security requirements included in the Order are met, Manufacturer or its designated agent may audit Ordering Activity's facilities and records to verify Ordering Activity's compliance with this Agreement. Any such audit will take place only during Ordering Activity's normal business hours contingent

upon prior written notice and adherence to any security measures the Ordering Activity deems appropriate, including any requirements for personnel to be cleared prior to accessing sensitive facilities. DLT, LLC on behalf of the Manufacturer will give Ordering Activity written notice of any non-compliance, including the number of underreported Units of Software or Services ("Notice"); or (b) If Ordering Activity's security requirements are not met and upon Manufacturer's request, Ordering Activity will run a self-assessment with tools provided by and at the direction of Manufacturer ("Self-Assessment") to verify Ordering Activity's compliance with this Agreement.

(e) Termination. Clauses in the Manufacturer EULA referencing termination or cancellation the Manufacturer's EULA are hereby deemed to be deleted. Termination shall be governed by the FAR 52.212-4 and the Contract Disputes Act, 41 U.S.C. §§ 601-613, subject to the following exceptions:

> DLT, LLC may request cancellation or termination of the License Agreement on behalf of the Manufacturer if such remedy is granted to it after conclusion of the Contracts Disputes Act dispute resolutions process referenced in Section Q below or if such remedy is otherwise ordered by a United States Federal Court.

(f) Consent to Government Law / Consent to Jurisdiction. Subject to the Contracts Disputes Act of 1978 (41. U.S.C §§ 7101-7109) and Federal Tort Claims Act (28 U.S.C. §1346(b)). The validity, interpretation and enforcement of this Rider will be governed by and construed in accordance with the laws of the United States. In the event the Uniform Computer Information Transactions Act (UCITA) or any similar federal laws or regulations are enacted, to the extent allowed by law, it will not apply to this Agreement, and the governing law will remain as if such law or regulation had not been enacted. All clauses in the Manufacturer EULA referencing equitable remedies are deemed not applicable to the Government order and are therefore deemed to be deleted.

(g) Force Majeure. Subject to FAR 52.212 -4 (f) Excusable delays. (JUN 2010). Unilateral Termination by the Contractor does not apply to a Government order and all clauses in the Manufacturer EULA referencing unilateral termination rights of the Manufacturer are hereby deemed to be deleted.

(h) Assignment. All clauses regarding Assignment are subject to FAR Clause 52.232-23, Assignment of Claims (JAN 1986) and FAR 42.12 Novation and Change-of-Name Agreements, and all clauses governing Assignment in the Manufacturer EULA are hereby deemed to be deleted.

(i) Waiver of Jury Trial. All clauses referencing waiver of Jury Trial are subject to FAR Clause 52.233-1, Disputes (JUL. 2002), and all clauses governing waiver of jury trial in the Manufacturer EULA are hereby deemed to be deleted.

(j) Customer Indemnities. All Manufacturer EULA clauses referencing Customer Indemnities are hereby deemed to be deleted.

(k) Contractor Indemnities. All Manufacturer EULA clauses that (1) violate DOJ's right (28 U.S.C. 516) to represent the Government in any case and/or (2) require that the Government give sole control over the litigation and/or settlement, are hereby deemed to be deleted.

(l) Renewals. All Manufacturer EULA clauses that violate the Anti-Deficiency Act (31 U.S.C. 1341, 41 U.S.C. 11) ban on automatic renewal are hereby deemed to be deleted.

(m) Future Fees or Penalties. All Manufacturer EULA clauses that violate the Anti-Deficiency Act (31 U.S.C. 1341, 41 U.S.C. 11), which prohibits the Government from paying any fees or penalties beyond the Contract amount, unless specifically authorized by existing statutes, such as the Prompt Payment Act, or Equal Access To Justice Act 31 U.S.C. 3901, 5 U.S.C. 504 are hereby deemed to be deleted.

(n) Taxes. Taxes are subject to FAR 52.212-4(k), which provides that the contract price includes all federal, state, local taxes and duties.

(o) Third Party Terms. Subject to the actual language agreed to in the Order by the Contracting Officer. Any third party manufacturer will be brought into the negotiation, or the components acquired separately under Federally-compatible agreements, if any. Contractor indemnities do not constitute effective migration.

(p) Installation and Use of the Software. Installation and use of the software shall be in accordance with the Rider and Manufacturer EULA, unless an Ordering Activity determines that it requires different terms of use and Manufacturer agrees in writing to such terms in a valid task order placed pursuant to the Government contract.

(q) Dispute Resolution and Venue. Any disputes relating to the Manufacturer EULA and to this Rider shall be resolved in accordance with the FAR, and the Contract Disputes Act, 41 U.S.C. §§ 7101-7109. The Ordering Activity expressly acknowledges that DLT, LLC, on behalf of the Manufacturer, shall have standing to bring such claim under the Contract Disputes Act.

(r) Limitation of Liability: Subject to the following:

> DLT, LLC, Manufacturer and Ordering Activity shall not be liable for any indirect, incidental, special, or consequential damages, or any loss of profits, revenue, data, or data use. Further, DLT, LLC, Manufacturer and Ordering Activity shall not be liable for punitive damages except to the extent this limitation is prohibited by applicable law. This clause shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Government Contract under any federal fraud statute, including the False Claims Act, 31 U.S.C. §§ 3729-3733.

(s) Advertisements and Endorsements. Unless specifically authorized by an Ordering Activity in writing, such use of the name or logo of any U.S. Government entity is prohibited.

(t) **Public Access to Information.** Manufacturer agrees that the EULA and this Rider contain no confidential or proprietary information and acknowledges the EULA and this Rider will be available to the public.

(u) **Confidentiality.** Any provisions that require the Licensee to keep certain information confidential are subject to the Freedom of Information Act, 5 U.S.C. §552, and any order by a United States Federal Court.

ATTACHMENT VII
END USER LICENSE AGREEMENT

InQuisient, Inc.
Software License Agreement

Pursuant to this Agreement, and for the consideration set forth below, Licensee shall obtain a license to use this EEI Software Program for the Term set forth in a signed purchase order.

LICENSE GRANT; SERVICES.

1.1 Grant. Subject to the terms and conditions set forth herein, EEI hereby grants to Licensee a nontransferable, nonexclusive, limited license to use this EEI computer software product, together with all documentation and other materials accompanying such product(s) (collectively, the "Software") during the Term defined in the signed agreement. Neither this Agreement nor the Software may be sold, leased, assigned (except as otherwise set forth in Section 9.2), sublicensed or otherwise transferred by Licensee, in whole or in part.

1.2 Scope of Use. At no time will Licensee permit the Software to be used in excess of the usage specified in the signed Agreement. Licensee will keep records of any copy made, where located and the authorized users thereof. Such records will be available for inspection at any reasonable time by EEI upon ten (10) days' notice.

1.3 Interfaces. Licensee has the right to develop interfaces to the Software solely for the uses licensed herein. Such Licensee-developed software interfaces shall be the property of Licensee.

2. TERM. This Agreement shall commence upon the Effective Date and shall continue for the period specified in the signed Agreement and under the terms specified in the signed Agreement

3. PROPRIETARY INFORMATION.

3.1 Information. Licensee recognizes that the Software and associated documentation, (collectively "Information") are the proprietary and confidential information of EEI

and/or third party licensors (hereinafter "Tech Partners"). Licensee agrees to maintain the Information in strict confidence and, except as set forth in Section 2.1 above, Licensee agrees not to disclose, duplicate or otherwise reproduce, directly or indirectly, the Information in whole or in part.

3.2   Restrictions on Use. Licensee agrees not to disassemble, reverse engineer, or reverse compile the Software in whole or in part. Licensee shall take all needed security precautions, using at least the same degree of care used to protect its own important confidential or proprietary information, but in any case no less than a reasonable degree of care, to keep the Software confidential. Licensee shall not disclose, make available or permit or suffer to be made available Software to any person or entity other than Licensee's employees, consultants and advisors who have a need to know such information, but in no event beyond the limitations contemplated in Section 1.2, and who are bound to protect the Software from unauthorized use and disclosure under the terms of a written agreement containing disclosure and use restrictions that are at least as protective of the Software as those set forth in this Agreement. Licensee agrees not to remove any copyright notice or other proprietary markings from the Information, and to ensure that any copy made by Licensee for backup purposes shall contain the same copyright notice and proprietary markings contained on the copy of the Software furnished by EEI to Licensee hereunder.

3.3   Equitable Relief. Licensee acknowledges that Licensee's failure to comply with the provisions of this Article 5 shall result in irreparable harm to EEI and/or its Tech Partners for which a remedy at law would be inadequate, and therefore, in the event of the breach or threatened breach by Licensee of its obligations under this Article 5 therefore, EEI shall be entitled to seek equitable relief in the form of specific performance and/or an injunction for any such actual or threatened breach, in addition to the exercise of any other remedies at law and in equity, but only to the extent specifically authorized by applicable Federal statute.

3.4   Exclusions. Licensee shall have no obligation to preserve the proprietary nature of any EEI information that:

(i)   was previously known to Licensee free of any obligation to keep it confidential;
(ii)   is or becomes generally available to the public by other than unauthorized disclosure;
(iii)   Licensee proves was developed by or on behalf of Licensee independent of any information furnished under this Agreement;
(iv)   is received from a third party whose disclosure does not violate any confidentiality obligation; or
(v)   is required to be disclosed by law or by any governmental agency having jurisdiction pursuant to an order to produce or in the course of a legal proceeding pursuant to a lawful request for discovery; provided, however, that if Licensee is so required to disclose the Information, Licensee shall promptly notify EEI of the order or request in discovery and reasonably cooperate with EEI if EEI elects (at EEI expense) to seek to limit or avoid such disclosure by any lawful means.

3.5   Ownership. Licensee agrees not to challenge, directly or indirectly, the right, title and interest of EEI in and to the Software or EEI' names, marks or other intellectual property rights.   Licensee agrees not to, directly or indirectly, register, apply for

registration or attempt to acquire any legal protection for any of the Software, any proprietary rights therein, or any EEI's names, marks, or other intellectual property rights.

3.6   Notice Regarding Unauthorized Use. Licensee agrees to notify EEI immediately and in writing of all circumstances surrounding an unauthorized possession or use of the Software and associated documentation by any person or entity. Licensee agrees to cooperate fully with EEI in any litigation relating to or arising from such unauthorized possession or use.

3.7   Reservation of Rights. EEI reserves all proprietary and commercial rights regarding the Software not expressly granted to Licensee in this Agreement.

3.8   Survival. Notwithstanding any other provision of this Agreement, the obligations set forth in this Article 5 will survive the termination of this Agreement for any reason.

4.   WARRANTIES.

4.1   Authority. EEI hereby represents and warrants that it has the right to grant a license to Licensee to use the Software on the terms set forth herein. The parties respectively warrant that they are authorized to enter into this Agreement and that they may be bound thereby.

4.2   Performance. EEI further warrants that for a period of ninety (90) days from the date of delivery, the Software, when properly used, will operate substantially in accordance with the specifications contained in its documentation. EEI's entire liability and Licensee's exclusive remedy under this warranty shall be that EEI will use reasonable commercial efforts to correct, provide a workaround for, or replace malfunctions in the Software, at EEI's cost and expense, provided written notice itemizing the malfunctions is given to EEI during the warranty period.

4.3   Exclusions. The warranty set forth in Section 6.2 above shall not apply to the degree that the malfunction occurs because (a) the affected Software has not been used in accordance with EEI's instructions; (b) the affected Software has been altered, modified or converted by Licensee without the prior written approval of EEI; (c) of the malfunctioning of Licensee's hardware or software; or (d) the affected Software, or a portion thereof, has become inoperative due to any other causes within the control of Licensee. EEI shall not be required to respond to a warranty claim hereunder to the extent that Licensee has not timely paid amounts due and owing to EEI under this Agreement.

4.4   Errors and Interruptions. EEI does not warrant that Software will operate uninterrupted or error free, that the functions contained in the Software will operate in combination with other software or hardware selected by Licensee, or that the Software will meet Licensee's requirements.

4.5   Disclaimer of Warranties. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT

LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. The warranties set forth in this Article 6 are expressly subject to the limitations of Article 9 (Limitation of Liability).

5.   SOFTWARE SUPPORT. Provided Licensee has paid the License Fees and Service Charges set forth on Exhibits A and B, during the Term or as otherwise set forth on Exhibits A and B, Licensee shall receive (i) reasonable telephone technical consultation during EEI's normal business hours (8 a.m. EST – 8 p.m. EST) with EEI's technical support staff on the use of the Software, and (ii) all upgrades, updates and enhancements to the Software, provided such upgrades, updates and enhancements are generally made available to licensees of the Software. Expanded hours coverage is available for an additional fee.

6.   EEI INDEMNIFICATION.

6.1   Intellectual Property Indemnification. EEI shall defend Licensee against any claim filed by a third party in any U.S. Court that the Software licensed hereunder has infringed any U.S. patent, copyright or trade secret, provided that Licensee: (a) promptly notifies EEI of any such action, (b) gives EEI full authority, information and assistance to defend such claim, and (c) gives EEI sole control of the defense of such claim and all negotiations for the compromise or settlement thereof. This shall be subject to 28 USC 516

6.2   Exclusions. EEI shall have no liability hereunder with respect to any claim based upon (a) Software that has been modified by anyone other than EEI; (b) use of other than the thencurrent release of the Software, if infringement could have been avoided by use of the thencurrent release and such current release has been made available to Licensee; (c) use of the Software in conjunction with Licensee data where use with such data gave rise to the infringement claim; (d) use of the Software with other software or hardware, where use with such other software or hardware gave rise to the infringement claim; (e) use of any Software in a manner inconsistent with its documentation; and/or (f) use of any Software where such use breaches this Agreement.

6.3   Infringement. If EEI determines that the Software is or is likely to be the subject of a claim of infringement, EEI shall have the right: (i) to replace Licensee's copy of the Software with non-infringing Software that has substantially equivalent functionality; (ii) to modify the Software so as to cause the Software to be free of infringement; (iii) to procure, at no additional cost to Licensee, the right to continue to use the Software; or (iv) to terminate the license to use the Software and associated documentation, and refund to Licensee the applicable License Fee (pro-rated over the License Term). This right of termination must be subject to the Government's right to require continuing performance in accordance with 28 USC 1498.

6.4   Exclusive Remedy. THE PROVISIONS OF THIS SECTION STATE THE EXCLUSIVE LIABILITY OF EEI AND THE EXCLUSIVE REMEDY OF LICENSEE WITH RESPECT TO ANY CLAIM OF INTELLECTUAL PROPERTY OR TRADE

SECRET INFRINGEMENT BY THE SOFTWARE OR ANY PART THEREOF, AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTY OF NON-INFRINGEMENT, AND INDEMNITIES WITH RESPECT THERETO.

7.   LIMITATION OF LIABILITY.

7.1   Services. LICENSEES SOLE REMEDIES AND EEI'S SOLE LIABILITY REGARDING THE PERFORMANCE OF TRAINING, CONSULTING, SOFTWARE SUPPORT, OR OTHER SERVICES, IF ANY, PROVIDED IN CONJUNCTION WITH THE SOFTWARE SHALL BE LIMITED TO THE REPERFORMANCE OF ANY DEFECTIVE SERVICE PROVIDED BY EEI, OR IF REPERFORMANCE IS NOT AVAILABLE OR PRACTICAL, THEN A PRO-RATA REFUND OF THE PAYMENTS ALLOCABLE TO THE DEFECTIVE SERVICE.

7.2   Software. EXCEPT AS EXPRESSLY SPECIFIED IN THIS AGREEMENT, NEITHER EEI NOR ITS TECH PARTNERS SHALL BE LIABLE FOR ANY LOSS OR DAMAGE THAT MAY ARISE IN CONNECTION WITH LICENSEE'S USE OF THE SOFTWARE.

7.3   Exclusion of Damages. IN NO EVENT SHALL EEI OR ITS TECH PARTNERS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF EEI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY OF ANY KIND. EXCEPT WITH RESPECT TO THE DEFENSE OF INFRINGEMENT CLAIMS UNDER ARTICLE 8, ABOVE, IN NO EVENT SHALL LICENSEE BE ENTITLED TO ANY MONETARY DAMAGES AGAINST EEI OR ITS TECH PARTNERS IN EXCESS OF THE LICENSE FEES PAID TO EEI BY LICENSEE HEREUNDER FOR THE PRODUCT TO WHICH LICENSEE'S CLAIM RELATES.

8.   DEFAULT AND REMEDIES.

8.1   Default. If Licensee (i) breaches or threatens to breach its obligations under Section 6 (Proprietary Information) and such breach or threat of breach remains uncured for a period of five (5) days after the receipt by Licensee of written notice from EEI of such breach, (ii) fails to pay any License Fees or Service Charges or other amount due to EEI and such failure continues for ten (10) days after the date due, (iii) otherwise fails to comply in material respects with any or all covenants, agreements or conditions herein and such failure continues for thirty (30) days after written notification from EEI, or (iv) in the case of export, is in violation of any laws or regulations of any applicable government authority in connection with the Software or its use, EEI may then, at its sole discretion, upon twenty-four (24) hours notice to Licensee, terminate all Licenses granted hereunder. However, all such action must be pursuant to breach resolution procedures described in FAR 52.233-1 where applicable. United States law will apply to resolve any claim of breach of this contract.

8.2   Effect of Termination. In the event of such termination, Licensee shall have no further right to use any copies of the Software and shall, within ten (10) days after the effective date of any such termination, certify in writing to EEI that such Software and all materials relating thereto received by or in the possession of Licensee have been removed from its system and destroyed.

9.   GENERAL.

9.1   No Waiver. The failure of either party to exercise any right granted herein, or to require the performance by the other party hereto of any provision if this Agreement, or the waiver by either party of any breach of this Agreement, will not prevent a subsequent exercise or enforcement of such provisions or be deemed a waiver of any subsequent breach of the same or any other provision of this Agreement.

9.2   Counterparts. To facilitate execution, the signed Agreement may be executed in two identical counterparts. Either counterpart shall constitute an original, binding version of this Agreement. In no event shall EEI be bound to perform until the Agreement is executed by a duly authorized EEI official. Presentation of the Agreement to Licensee for signature shall not oblige EEI to execute this Agreement.

9.3   Assignment. Licensee may not assign this Agreement or any license granted hereunder whether by operation of law, change of control, or in any other manner, without the prior written consent of EEI, which consent shall not unreasonably be withheld.

9.4   Government Use/Procurement. If the Software is being licensed under the terms of a proposal or agreement with the U.S. Government or any contractor on its behalf, the Software is commercial computer software and documentation developed exclusively at private expense, and (a) if acquired by or on behalf of a civilian agency, shall be subject to the terms of this software license agreement as specified in 48 C.F.R. 12.212 of the Federal Acquisition Regulations and its successors; and (b) if acquired by or on behalf of units of the Department of Defense ("DOD") shall be subject to the terms of this software license agreement as specified in 48 C.F.R. 227.7202-3, DOD FAR Supplement and its successors. If any software that is license hereunder is deemed not to be a commercial item, then such software acquired for use by the U.S. Government is provided with only "Restricted Rights" as defined in DFARS 252.227-7014 and FAR 52.227-14.

9.5   Benefit. Subject to provisions hereof restricting assignment, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

9.6   Force Majeure. If the performance of this Agreement or any obligation hereunder, except for the making of payments hereunder, is prevented, restricted or interfered with by reason of fire, flood, earthquake, explosion or other casualty or accident, strikes or labor disputes affecting third-party vendors, inability to procure or obtain delivery of parts, supplies or power, war or other violence, any law, order, proclamation, regulation,

ordinance, demand or requirements of any governmental agency, or any act or condition whatsoever beyond the reasonable control of the affected party, the party so affected will take all reasonable steps to avoid or remove such cause of nonperformance and will resume performance hereunder with dispatch whenever such causes are removed.

9.7   Export. Licensee shall not export, re-export or transfer, whether directly or indirectly, the Software or any system containing the Software outside the United States of America without first complying with the applicable export laws of the United States of America and the import laws of the country in which the Software is to be used. Licensee shall solely bear any expense for complying with the above applicable laws.

9.8   Order of Precedence. In the event of any conflict or inconsistency in any term or provision set forth in the body of this Agreement and Exhibits hereto, such conflict or inconsistency shall be resolved by giving precedence first to this Agreement and then to the Exhibits, with the Price Schedule in Exhibit A having the highest priority among the Exhibits.

9.9   Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be or becomes unenforceable or illegal, such provision shall be deemed eliminated and the remainder of this Agreement shall remain in effect in accordance with its terms as modified by such deletion.

9.10   Modifications In Writing. Any modification or amendment of any provision of this Agreement must be in writing and bear the signature of the duly authorized representative of each party.

9.11   Governing Law; Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the United States without regard to conflicts of law principles. The parties expressly agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

9.13 Integration. This Agreement sets forth the entire agreement and understandings between the parties hereto with respect to the subject matter hereof. This Agreement merges all previous discussions and negotiations between the parties and supersedes and replaces any other agreement that may have existed between EEI and Licensee with respect to the subject matter hereof, provided, however, that nothing herein shall be deemed to supersede or invalidate any provision of the applicable GSA Schedule contract pursuant to which Licensee placed an order for the Software.