END USER LICENSE AGREEMENT

This End User License Agreement (this "**Agreement**"), is a binding agreement between you ("**you**" or "**Licensee**") and Web Active Directory, LLC, a Texas limited liability company ("**Web Active Directory**").

WEB ACTIVE DIRECTORY PROVIDES THE PROGRAM SOLELY ON THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT AND ON THE CONDITION THAT LICENSEE ACCEPTS AND COMPLIES WITH THEM. BY EXECUTING THE ORDER FORM (DEFINED BELOW) YOU (A) ACCEPT THIS AGREEMENT AND AGREE THAT LICENSEE IS LEGALLY BOUND BY ITS TERMS; AND (B) REPRESENT AND WARRANT THAT: (I) YOU ARE OF LEGAL AGE TO ENTER INTO A BINDING AGREEMENT; AND (II) IF LICENSEE IS A CORPORATION, GOVERNMENTAL ORGANIZATION, OR OTHER LEGAL ENTITY, YOU HAVE THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF LICENSEE AND BIND LICENSEE TO ITS TERMS. IF LICENSEE DOES NOT AGREE TO THE TERMS OF THIS AGREEMENT, WEB ACTIVE DIRECTORY WILL NOT AND DOES NOT LICENSE THE PROGRAM TO LICENSEE AND YOU MUST NOT INSTALL OR USE THE PROGRAM OR DOCUMENTATION.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NO LICENSE IS GRANTED (WHETHER EXPRESSLY, BY IMPLICATION, OR OTHERWISE) UNDER THIS AGREEMENT, AND THIS AGREEMENT EXPRESSLY EXCLUDES ANY RIGHT, CONCERNING ANY SOFTWARE THAT LICENSEE DID NOT ACQUIRE LAWFULLY OR THAT IS NOT A LEGITIMATE, AUTHORIZED COPY OF WEB ACTIVE DIRECTORY'S SOFTWARE.

1. <u>Definitions</u>. For purposes of this Agreement, the following terms have the following meanings:

"**Authorized Users**" means solely those individuals authorized to use the Program pursuant to the license granted under this Agreement, as set forth on the Order Form.

"**Documentation**" means user manuals, technical manuals, and any other materials provided by Web Active Directory, in printed, electronic, or other form, that describe the installation, operation, use, or technical specifications of the Program.

"**Intellectual Property Rights**" means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

"**Licensee**" has the meaning set forth in the preamble.

"**License Service Fees**" means the license fees, including all taxes thereon, paid or required to be paid by Licensee for the license granted under this Agreement.

"**Web Active Directory**" has the meaning set forth in the preamble.

"**Order Form**" means the order form filled out and submitted by or on behalf of Licensee, and accepted by Web Active Directory, for Licensee's purchase of the license for the Program granted under this Agreement.

"**Person**" means an individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association, or other entity.

"**Program**" means the software programs for which Licensee is purchasing a license, as expressly set forth in the Order Form.

"**Term**" has the meaning set forth in Section 7.

"**Third Party**" means any Person other than Licensee or Web Active Directory.

"**Update**" has the meaning set forth in Section 10(b).

2. <u>License Grant and Scope</u>. Subject to and conditioned upon Licensee's payment of the License Service Fees and Licensee's strict compliance with all terms and conditions set forth in this Agreement, and further subject to Sections 3 and Section 4 below, Web Active Directory hereby grants to Licensee a non-exclusive, non-transferable, non-sublicensable, limited license during the Term to use, solely by and through its Authorized Users, the Program and Documentation, solely as set forth in this Section 2 and subject to all conditions and limitations set forth in Section 6 or elsewhere in this Agreement. This license grants Licensee the right, exercisable solely by and through Licensee's Authorized Users, to:

   (a) Download and install in accordance with the Documentation the number of copies of the Program set forth on the Order Form. In addition to the foregoing, Licensee has the right to make one copy of the Program solely for archival purposes and a reasonable number of copies of the Program solely for backup purposes. All copies of the Program made by the Licensee:

      (i)   will be the exclusive property of Web Active Directory;

      (ii)   will be subject to the terms and conditions of this Agreement; and

      (iii)   must include all trademark, copyright, patent, and other Intellectual Property Rights notices contained in the original.

   (b) Use and run the Program as properly installed in accordance with this Agreement and the Documentation, solely as set forth in the Documentation and solely for Licensee's internal business purposes.

   (c) Download or otherwise make one (1) copy of the Documentation per copy of the Program permitted to be installed in accordance with this Agreement and use such Documentation, solely in support of its licensed use of the Program in accordance herewith. All copies of the Documentation made by Licensee:

      (i)   will be the exclusive property of Web Active Directory;

      (ii)   will be subject to the terms and conditions of this Agreement; and

      (iii)   must include all trademark, copyright, patent, and other Intellectual Property Rights notices contained in the original.

3. <u>Program Provided Pursuant to Subscription Service</u>. Notwithstanding anything to the contrary hereunder, if the Order Form indicates that the Program is being provided on a subscription basis, the terms set forth on **Exhibit A** attached hereto and incorporated herewith shall also apply and shall control in the event of a conflict with any other terms of this Agreement.

4. <u>Test/Development License</u>. Notwithstanding anything to the contrary hereunder, if the Order Form indicates that the Program is being provided for test/development purposes, the license granted

hereunder shall be limited solely for the purpose of internal development and testing of the Program, contingent upon Licensee's payment of the fee set forth in the Order Form.

5. <u>Open Source Licenses</u>. The Program includes software component that is subject to open source license agreements, copies of which can be found at [OPEN SOURCE LICENSE] (each, an "Open Source License"). Any use of the Open Source Components by Licensee is governed by, and subject to, the terms and conditions of the Open Source Licenses.

6. <u>Use Restrictions</u>. Licensee shall not, and shall require its Authorized Users not to, directly or indirectly, without the express prior written consent of Web Active Directory:

   (a) use the Program or Documentation beyond the scope of the license granted under the applicable Section 2, Section 3, or Section 4;

   (b) provide any other Person, including any subcontractor, independent contractor, affiliate, or service provider of Licensee, with access to or use of the Program or Documentation;

   (c) modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of the Program or Documentation or any part thereof;

   (d) use Web Active Directory's name or refer to Web Active Directory directly or indirectly in any papers, articles, advertisements, sales presentations, news releases or releases to any Third Party, without prior written consent of Web Active Directory;

   (e) combine the Program or any part thereof with, or incorporate the Program or any part thereof in, any other programs;

   (f) use a serial number for the Program issued to another entity for use in conjunction with the Program;

   (g) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of the Program or any part thereof;

   (h) use or attempt to use the Program in any way which impairs the operation of the Program by other users;

   (i) remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices provided on or with the Program or Documentation, including any copy thereof;

   (j) except as expressly set forth in Section 2(a) and Section 2(c), copy the Program or Documentation, in whole or in part;

   (k) use or attempt to use the Program in any way which subverts or impairs the operation or integrity of any database, search engine or other Internet resources to which the Program relates;

   (l) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Program, or any features or functionality of the Program, to any Third Party for any reason, whether or not over a network or on a hosted basis, including in connection with the internet or any web hosting, wide area network (WAN), virtual private network (VPN), virtualization, time-sharing, service bureau, software as a service, cloud, or other technology or service;

   (m) host or stream the Program or allow anyone to access the Program through the Internet or otherwise access the Program remotely;

(n) use the Program or Documentation in violation of any law, regulation, or rule; or

(o) use the Program or Documentation for purposes of competitive analysis of the Program, the development of a competing software product or service, or any other purpose that is to Web Active Directory's commercial disadvantage.

7. <u>Term and Termination</u>.

(a) Unless the Order Form indicates that the Program is being provided on an annual subscription basis, this Agreement and the license granted hereunder shall remain in effect until terminated as set forth herein (the "**Term**").

(b) At any time, Licensee may terminate this Agreement by ceasing to use and destroying all copies of the Program and Documentation.

(c) Web Active Directory may terminate this Agreement, effective upon written notice to Licensee, if Licensee, breaches this Agreement and such breach: (i) is incapable of cure, or (ii) being capable of cure, remains uncured thirty (30) days after Web Active Directory provides notice thereof.

(d) Upon expiration or earlier termination of this Agreement, the license granted hereunder shall also terminate, and Licensee shall cease using and destroy all copies of the Program and Documentation and, upon request by Web Active Directory, provide a written certification of such destruction. No expiration or termination shall affect Licensee's obligation to pay all Licensee Service Fees and Support Service Fees that may have become due before such expiration or termination, or entitle Licensee to any refund.

8. <u>Responsibility for Use of Program</u>. Licensee is responsible and liable for all uses of the Program and Documentation through access thereto provided by Licensee, directly or indirectly. Specifically, and without limiting the generality of the foregoing, Licensee is responsible and liable for all actions and failures to take required actions with respect to the Program and Documentation by its Authorized Users or by any other Person to whom Licensee or an Authorized User may provide access to or use of the Program and/or Documentation, whether such access or use is permitted by or in violation of this Agreement.

9. <u>Compliance</u>. In the event of any breach of these terms and conditions, at Web Active Directory's direction, Licensee shall immediately remedy any noncompliance and provide Web Active Directory with written notice thereof. Web Active Directory may, in its sole discretion, withhold Updates and other support services for users not in compliance with the terms herein.

10. <u>Maintenance and Support</u>.

(a) Subject to the terms and conditions herein, the license granted hereunder entitles Licensee to the basic software maintenance and support services described for one (1) year following the date set forth on the Order Form; and thereafter, solely if Licensee purchases additional support services.

(b) Maintenance and support services will include provision of such updates, upgrades, bug fixes, patches, and other error corrections (collectively, "Updates") as Web Active Directory makes generally available free of charge to all licensees of the Program then entitled to maintenance and support services. Web Active Directory may develop and provide Updates in its sole discretion, and Licensee agrees that Web Active Directory has no obligation to develop any Updates at all or for particular issues. Licensee further agrees that all Updates will be deemed part of the Program, and related documentation will be deemed Documentation, all subject to all terms and conditions of this Agreement. Licensee acknowledges that Web Active Directory may provide Updates via

download from a website designated by Web Active Directory and that Licensee's receipt thereof will require an internet connection, which connection is Licensee's sole responsibility. Web Active Directory has no obligation to provide Updates via any other media. Maintenance and support services do not include any new version or new release of the Program that Web Active Directory may issue as a separate or new product, and Web Active Directory may determine whether any issuance qualifies as a new version, new release, or Update in its sole discretion.

(c) Web Active Directory may notify Licensee when its annual maintenance and support coverage and/or subscriptions for such services are scheduled to expire in advance of the expiration date. If Licensee wishes to renew a maintenance subscription and Web Active Directory still provides such coverage for the Software, Web Active Directory will provide a renewal quote to the Licensee. Web Active Directory will have the right to adjust prices at each renewal. Notwithstanding the foregoing, Program licenses, annual maintenance and support coverage and/or subscriptions for such services, may be subject to auto renewal terms.

(d) Licensee shall have the right to reinstate any lapsed annual maintenance and support coverage and/or subscription for such services upon payment of (i) the amount that Web Active Directory would normally have charged if the Annual Maintenance and Support Coverage and/or Subscription had been in effect during the period of lapse or discontinuation, (ii) the charge for the next twelve (12) months of a newly commenced subscription term at Web Active Directory's then-current rates plus (iii) a reinstatement fee.

(e) Web Active Directory has no obligation to provide maintenance and support services, including Updates, if Licensee is in breach under this Agreement; or if any Program that has been modified other than by or with the authorization of Web Active Directory, or that is being used with any hardware, software, configuration, or operating system not specified in the Documentation or expressly authorized by Web Active Directory in writing.

11. <u>Collection and Use of Information</u>. Licensee acknowledges that Web Active Directory may, directly or indirectly through the services of Third Parties, collect and store information regarding use of the Program and about equipment on which the Program is installed or through which it otherwise is accessed and used, through the provision of maintenance and support services. Licensee agrees that Web Active Directory may use such information for any purpose related to any use of the Program by Licensee or on Licensee's equipment, including but not limited improving the performance of the Program or developing Updates, and/or verifying Licensee's compliance with the terms of this Agreement and enforcing Web Active Directory's rights, including all Intellectual Property Rights in and to the Program.

12. <u>Intellectual Property Rights</u>. Licensee acknowledges and agrees that the Program and Documentation are provided under license, and not sold, to Licensee. Licensee does not acquire any ownership interest in the Program or Documentation under this Agreement, or any other rights thereto, other than to use the same in accordance with the license granted and subject to all terms, conditions, and restrictions under this Agreement. Web Active Directory and shall retain its entire right, title, and interest in and to the Program and all Intellectual Property Rights arising out of or relating to the Program, except as expressly granted to the Licensee in this Agreement. Licensee shall use commercially reasonable efforts to safeguard the Program (including all copies thereof) from infringement, misappropriation, theft, misuse, or unauthorized access. Licensee shall promptly notify Web Active Directory if Licensee becomes aware of any infringement of Web Active Directory's Intellectual Property Rights in the Program and fully cooperate with Web Active Directory in any legal action taken by Web Active Directory to enforce its Intellectual Property Rights.

13. <u>Payment</u>. All License Service Fees and Support Service Fees are payable in advance in the manner set forth in the Order Form and are non-refundable. Any renewal of the license or maintenance and support services hereunder shall not be effective until the fees for such renewal have been paid in full.

14. <u>Warranty Disclaimer</u>. THE PROGRAM AND DOCUMENTATION ARE PROVIDED TO LICENSEE "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, WEB ACTIVE DIRECTORY, ON ITS OWN BEHALF AND ON BEHALF OF ITS AFFILIATES AND ITS AND THEIR RESPECTIVE LICENSORS AND SERVICE PROVIDERS, EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO THE PROGRAM AND DOCUMENTATION, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE, OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, WEB ACTIVE DIRECTORY PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE PROGRAM WILL MEET THE LICENSEE'S REQUIREMENTS, ACHIEVE ANY INTENDED RESULTS, BE COMPATIBLE, OR WORK WITH ANY OTHER SOFTWARE, APPLICATIONS, SYSTEMS, OR SERVICES, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

15. <u>Limitation of Liability</u>. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW:

(a) IN NO EVENT WILL WEB ACTIVE DIRECTORY OR ITS AFFILIATES, OR ANY OF ITS OR THEIR RESPECTIVE LICENSORS OR SERVICE PROVIDERS, BE LIABLE TO LICENSEE OR ANY THIRD PARTY FOR ANY USE, INTERRUPTION, DELAY, OR INABILITY TO USE THE PROGRAM; LOST REVENUES OR PROFITS; DELAYS, INTERRUPTION, OR LOSS OF SERVICES, BUSINESS, OR GOODWILL; LOSS OR CORRUPTION OF DATA; LOSS RESULTING FROM SYSTEM OR SYSTEM SERVICE FAILURE, MALFUNCTION, OR SHUTDOWN; FAILURE TO ACCURATELY TRANSFER, READ, OR TRANSMIT INFORMATION; FAILURE TO UPDATE OR PROVIDE CORRECT INFORMATION; SYSTEM INCOMPATIBILITY OR PROVISION OF INCORRECT COMPATIBILITY INFORMATION; OR BREACHES IN SYSTEM SECURITY; OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, WHETHER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT WEB ACTIVE DIRECTORY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(b) IN NO EVENT WILL WEB ACTIVE DIRECTORY'S AND ITS AFFILIATES', INCLUDING ANY OF ITS OR THEIR RESPECTIVE LICENSORS' AND SERVICE PROVIDERS', COLLECTIVE AGGREGATE LIABILITY UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, EXCEED THE TOTAL AMOUNT PAID TO WEB ACTIVE DIRECTORY PURSUANT TO THIS AGREEMENT FOR (i) THE PROGRAM OR (ii) UP TO TWELVE (12) MONTHS OF THE SPECIFIC SERVICES, THAT IS OR ARE THE SUBJECT OF THE CLAIM. THE LIMITATIONS SET FORTH IN SECTION 15(a) AND SECTION 15(b) SHALL APPLY EVEN IF THE LICENSEE'S REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE.

16. <u>Export Regulation</u>. The Program and Documentation may be subject to US export control laws, including the US Export Administration Act and its associated regulations. The Licensee shall not, directly or indirectly, export, re-export, or release the Program or Documentation to, or make the Program or Documentation accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. The Licensee shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Program or Documentation available outside the US.

17. <u>US Government Rights</u>. The Program is commercial computer software, as such term is defined in 48 C.F.R. §2.101. Accordingly, if the Licensee is the US Government or any contractor therefor, Licensee shall receive only those rights with respect to the Program and Documentation as are granted to all other end users under license, in accordance with (a) 48 C.F.R. §227.7201 through 48 C.F.R. §227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. §12.212, with respect to all other US Government licensees and their contractors.

18. <u>Miscellaneous</u>.

    (a) All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of Texas without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, or proceeding arising out of or relating to this Agreement or the transactions contemplated hereby shall be instituted in the federal courts of the United States of America or the courts of the State of Texas in each case located in the City and County of Dallas, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such legal suit, action, or proceeding. Service of process, summons, notice, or other document by mail to such party's address set forth herein shall be effective service of process for any suit, action, or other proceeding brought in any such court.

    (b) Web Active Directory will not be responsible or liable to Licensee, or deemed in default or breach hereunder by reason of any failure or delay in the performance of its obligations hereunder where such failure or delay is due to strikes, labor disputes, civil disturbances, riot, rebellion, invasion, epidemic, hostilities, war, terrorist attack, embargo, natural disaster, acts of God, flood, fire, sabotage, fluctuations or non-availability of electrical power, heat, light, air conditioning, or Licensee equipment, loss and destruction of property, or any other circumstances or causes beyond Web Active Directory's reasonable control.

    (c) All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given: (i) when delivered by hand (with written confirmation of receipt); (ii) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (iii) on the date sent by facsimile or email (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (iv) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the addresses set forth on the Order Form (or to such other address as may be designated by a party from time to time in accordance with this Section 18(c)).

    (d) This Agreement and any Exhibits attached hereto, together with the Order Form, constitutes the sole and entire agreement between Licensee and Web Active Directory with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

(e) Licensee shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without Web Active Directory's prior written consent, which consent Web Active Directory may give or withhold in its sole discretion. No delegation or other transfer will relieve Licensee of any of its obligations or performance under this Agreement. Any purported assignment, delegation, or transfer in violation of this Section 18(e) is void. Web Active Directory may freely assign or otherwise transfer all or any of its rights, or delegate or otherwise transfer all or any of its obligations or performance, under this Agreement without Licensee's consent. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns.

(f) This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer on any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

(g) This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

(h) If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

(i) For purposes of this Agreement, (a) the words "include," "includes," and "including" shall be deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to this Agreement as a whole. Unless the context otherwise requires, references herein: (x) to Sections and Exhibits refer to the Sections of, and Exhibits attached to, this Agreement; (y) to an agreement, instrument, or other document means such agreement, instrument, or other document as amended, supplemented, and modified from time to time to the extent permitted by the provisions thereof and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Order Form and all Exhibits referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein. The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.

EXHIBIT A

PROGRAM PROVIDED PURSUANT TO SUBSCRIPTION SERVICE

In addition to the terms and conditions of the Agreement, if the Order Form indicates that the Program is being provided on a subscription basis ("Software Services"), the terms set forth below shall also apply and shall control in the event of a conflict with any other terms of this Agreement. The license granted to Licensee for Software Services is limited as set forth herein.

A. **Provision of Access**. Subject to and conditioned on Licensee's payment of the annual fees set forth in the Order Form ("Subscription Fees") and compliance with all other terms and conditions of the Agreement, Web Active Directory grants Licensee a non-exclusive, non-transferable right to access and use the Software Services during the Service Term, solely for use by Authorized Users in accordance with the terms and conditions herein and for the number of users set forth in the Order Form. Such use is limited to Licensee's internal use. Web Active Directory shall provide to Licensee the necessary passwords and network links or connections to allow Licensee to access the Software Services. Web Active Directory shall not be liable and shall not be responsible for keeping Licensee's passwords, links, connections, or other credentials secure.

B. **Subscription Fees**. Licensee shall pay Web Active Directory the Subscription Fees as set forth in the Order Form without offset or deduction. Licensee shall make all payments hereunder in US dollars on or before the due date set forth in the Order Form. If Licensee fails to make any payment when due, without limiting Web Active Directory's other rights and remedies: (i) Web Active Directory may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law; (ii) Licensee shall reimburse Web Active Directory for all costs incurred by Web Active Directory in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees; and (iii) if such failure continues for thirty days or more, Web Active Directory may suspend Licensee's and its Authorized Users' access to any portion or all of the Software Services until such amounts are paid in full.

C. **Term and Renewal of Software Services**. The Software Services subscription term shall be for one (1) year from the start date listed on the Order Form, with automatic renewals for one (1) year terms thereafter, unless either party gives written notice to the other party to terminate the Software Services no less than six (6) months prior to the expiration of the then-current term. Web Active Directory may notify Licensee when its annual Software Services subscription is scheduled to expire in advance of the expiration date. Upon termination of the Software Services, Licensee shall no longer have access to the Program or any related user data, and shall otherwise cease using and destroy all copies of the Program and Documentation, and, upon request by Web Active Directory, provide a written certification of such destruction.

D. **Suspension of Software Services.** Notwithstanding anything to the contrary in this Agreement, Web Active Directory may suspend Licensee's and any Authorized End User's access to any portion or all of the Software Services if Web Active Directory reasonably determines that (1) there is a threat or attack on any of the Software Services, the Documentation, and any and all intellectual property provided to Licensee or any Authorized User in connection with the foregoing ("Web Active Directory IP"); (2) Licensee's or any Authorized End User's use of the Web Active Directory IP disrupts or poses a security risk to the Web Active Directory IP or to any other Licensee or vendor of Web Active Directory; (3) Licensee, or any Authorized End User, is using the Web Active Directory IP for fraudulent or illegal activities; (4) subject to

applicable law, Licensee has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (E) Web Active Directory's provision of the Software Services to Licensee or any Authorized End User is prohibited by applicable law.

E. **Services Suspension**. Software Services may be suspended in the event any vendor of Web Active Directory has suspended or terminated Web Active Directory's access to or use of any third-party services or products required to enable Licensee to access the Software Services.

F. **Collection of Data.**

(1) Definitions.

(i) "Aggregated Statistics" means data and information related to Licensee's use of the Software Services that is used by Web Active Directory in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Software Services.

(ii) "Licensee Data" means information, data, and other content, in any form, that is submitted, posted, or otherwise transmitted by or on behalf of Licensee or an Authorized User through the Software Services.

(2) Collection of Data. Notwithstanding anything to the contrary in this Agreement, Web Active Directory may monitor Licensee's use of the Software Services and collect and compile Aggregated Statistics. As between Web Active Directory and Licensee, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by Web Active Directory. Licensee acknowledges that Web Active Directory may compile Aggregated Statistics based on Licensee Data input into the Software Services. Licensee agrees that Web Active Directory may (i) make Aggregated Statistics publicly available in compliance with applicable law, and (ii) use Aggregated Statistics to the extent and in the manner permitted under applicable law.

(3) Licensee Data. Web Active Directory acknowledges that, as between Web Active Directory and Licensee, Licensee owns all right, title, and interest, including all intellectual property rights, in and to the Licensee Data. Licensee hereby grants to Web Active Directory a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Licensee Data and perform all acts with respect to the Licensee Data as may be necessary for Web Active Directory to provide the Software Services to Licensee, and a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to reproduce, distribute, modify, and otherwise use and display Licensee Data incorporated within the Aggregated Statistics.