

## CERTIPATH, INC. END USER LICENSE AGREEMENT, PRODUCT WARRANTY, AND SUPPORT TERMS

### **1. Definitions.**

**“CertiPath Information”** means all information relating to the Product, the Product Documentation and any information concerning CertiPath’s technology or business that is furnished to Licensee hereunder.

**“Installation”** means any deployment or configuration of the Product as set forth on an Order hereunder.

**“Intellectual Property Rights”** means all existing and future worldwide copyrights, trade secrets, inventions, patents, patent applications, moral rights, contract rights or other proprietary rights.

**“Licensee Information”** means confidential non-public information of Licensee concerning its network, its employees, or its authorized agents consultants and independent contractors.

**“Product”** means CertiPath’s currently general available products, including hardware and software.

**“Product Update”** shall mean any version of the Product, developed subsequent to the initial Order, which implements minor improvements or augmentations, or which corrects failures of the Product.

**“Product Upgrade”** shall mean any version of the Product, developed subsequent to initial Order, which implements additional features or functions, or which produces substantial and material improvements with respect to the utility and efficiency of the Product, but which does not constitute merely a Product Update, and which is not marketed and/or distributed by CertiPath as a separate and independent product.

**“Product Documentation”** means the then-current, generally available, text and/or graphical materials that describe the features, functions and use of the Product, which materials are designed to facilitate use of the Product and which are provided by CertiPath to Licensee.

**“Order”** means a written purchase order submitted by Licensee to CertiPath.

**“Supported Environment”** means the configuration of the hardware and the operating system(s) for which the Product is created to operate or depend.

**“Term”** means the term of Licensee’s license to use the Product and Product Documentation as set forth in an Order, unless earlier terminated as provided herein.

**“User”** means Licensee’s agents, employees, consultants or independent contractors authorized to use the Product on Licensee’s behalf as defined in an Order.

**2. License Grant.** Subject to Licensee’s compliance with this Agreement and payment of all license fees, CertiPath grants to Licensee during the Term, as set forth in the Order, a non-exclusive, non-transferable, limited license, without the right to grant sublicenses (other than to Users) to use the Product and Product Documentation. Such license permits Licensee and its Users to use the Product solely (i) for Licensee’s internal business purposes, (ii) in accordance with the Product Documentation and this Agreement (including any limitations on the number of User licenses set forth on the Order), and (iii) in compliance with all applicable laws. The foregoing license shall commence on the date of shipment or electronic availability of such Product to Licensee.

**3. License Restrictions.** Licensee acknowledges that the Product and its structure, organization, and source code constitute valuable Intellectual Property Rights of CertiPath, its suppliers, and licensors. Accordingly, Licensee shall not, nor shall it permit, assist or encourage any third party to: (i) modify, adapt, alter, translate, or create derivative works from the Product or Product Documentation; (ii) merge the Product with other software or hardware into a new product; (iii) sublicense, distribute, sell, use for service bureau use, lease, rent, loan, or otherwise transfer the Product or the Product Documentation to any third party; (iv) make available the Product via an outsourcing, timesharing, service bureau, or other arrangement; (v) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code for the Product, or unbundle any of the programs embedded in the Product; (vi) exceed the permitted number of Users; (vii) remove any proprietary notices on or relating to the Product; (viii) permit any third party application to access the collection of data indexed by the Product; or (ix) otherwise exercise any rights in or to the Product or the Product Documentation except as expressly permitted hereunder.

**4. Installation.** If Licensee has purchased Installation to deploy or configure the Product from CertiPath via an Order, Licensee will grant CertiPath personnel adequate access to its facilities and applicable computer systems in order to install the Product and will make its personnel reasonably available during the installation procedures.

**5. Maintenance and Support.** If Licensee has purchased maintenance and support for the Product from CertiPath via an Order, delivery will occur as specified in Exhibit 1 below (“**Maintenance and Support**”). If Licensee ceases Maintenance and Support and later wishes to re-instate Maintenance and Support, then Licensee may be subject to Product inspection and/or re-certification fees.

In the event Licensee purchases a perpetual license, as identified on an Order, Maintenance and Support shall commence on the date of shipment or upon electronic availability of such Product to Licensee and remain in effect for the duration of the Maintenance and Support Term specified in an Order accepted by CertiPath. Thereafter, subsequent terms of Maintenance and Support may be purchased by Licensee via a subsequent Order accepted by CertiPath. All subsequent terms of Maintenance and Support shall be subject to the terms and conditions of this Agreement.

In the event Licensee purchases a term license, as identified on an Order, Maintenance and Support shall commence on the date of shipment or upon electronic availability of such Product to Licensee and remain in effect for the duration of the Term indicated in the Order accepted by CertiPath.

**6. Proprietary Rights.** The Product, the Product Documentation and all Intellectual Property Rights therein, are the exclusive property of CertiPath and its suppliers or licensors, respectively. All rights in and to the Product, Product Documentation and CertiPath’s other Intellectual Property Rights not expressly granted to Licensee in this Agreement are reserved by CertiPath or its suppliers or licensors. Nothing in this Agreement shall be deemed to grant, by implication, estoppel or otherwise, a license under any of CertiPath’s existing or future Intellectual Property Rights. Licensee shall not remove, alter, or obscure and proprietary notices (including without limitation copyright or trademark notices) of CertiPath on the Product or the Product Documentation or any copy thereof.

**7. United States Government Use.** If the Product is acquired by or on behalf of a unit or agency of the United States government, the following terms shall apply. The CertiPath Product (i) is existing computer software and hardware, and was developed at private expense, (ii) is a trade secret of CertiPath and its licensors for all purposes of the Freedom of Information Act, (iii) is “commercial computer software” subject to limited utilization as expressly stated in this Agreement, and (iv) in all respects is proprietary data belonging to CertiPath and its licensors. CertiPath and its licensors reserve all rights to the Product. For civilian agencies and entities acquiring Software under a GSA Schedule, the Product is licensed only with “Restricted Rights” and use, reproduction or disclosure is subject to restrictions set forth in subparagraph (a) through (d) of the Commercial Computer Software – Restricted Rights clause at 52.227-19 of the Federal Acquisition Regulations and its successors. For units of the United States Department of Defense (“DoD”), the Product is licensed only with “Limited Rights” and use, duplication, or disclosure is subject to restrictions as set forth in subdivision (b)(3) of the Rights in Technical Data and Computer Software clause at 252.227-7013 of the DoD Supplement to the Federal Acquisition Regulations and its successors.

**8. Product Warranty.** CertiPath warrants that the Product, when used only as permitted under this Agreement, in accordance with the instructions in the Product Documentation and in the Supported Environment, shall operate substantially as described in the Product Documentation. LICENSEE’S REMEDY FOR ANY BREACH OF THE FOREGOING WARRANTY SHALL BE THE REPAIR OR REPLACEMENT OF OR (AT CERTIPATH’S OPTION OR IF REPAIR OR REPLACEMENT IS IMPRACTICAL) REFUND OF THE FEES RECEIVED BY CERTIPATH FOR RETURNED NON-CONFORMING PRODUCT FOR WHICH FULL DOCUMENTATION AND ANY PROOF OF NON-CONFORMITY IS PROVIDED TO CERTIPATH (AND FOR WHICH A RETURN MATERIAL AUTHORIZATION HAS BEEN ISSUED) WITHIN ONE YEAR IN THE CASE OF A HARDWARE COMPONENT OF THE PRODUCT OR NINETY DAYS IN THE CASE OF A SOFTWARE COMPONENT OF THE PRODUCT (WHETHER OR NOT EMBEDDED) AFTER THE ORIGINAL NON-CONFORMING PRODUCT (BUT NOT REPLACEMENT PRODUCT) IS SHIPPED BY CERTIPATH OR MADE ELECTRONICALLY AVAILABLE TO LICENSEE.

**9. Installation and Maintenance and Support Warranty.** CertiPath warrants that Installation and Maintenance and Support will be performed in a competent, professional and workmanlike manner. IF INSTALLATION OR MAINTENANCE AND SUPPORT ARE NOT PERFORMED AS WARRANTED, THEN, UPON LICENSEE’S WRITTEN REQUEST WITHIN THIRTY DAYS AFTER COMPLETION OF THE NON-CONFORMING INSTALLATION OR MAINTENANCE AND SUPPORT, CERTIPATH SHALL RE-PERFORM OR CAUSE TO BE RE-PERFORMED, SUCH INSTALLATION OR MAINTENANCE AND SUPPORT, AT NO ADDITIONAL CHARGE TO LICENSEE. SUCH RE-PERFORMANCE SHALL BE LICENSEE’S EXCLUSIVE REMEDY AND CERTIPATH’S SOLE LIABILITY FOR ANY SUCH NON-PERFORMANCE.

**10. Disclaimer.** EXCEPT AS EXPRESSLY SET FORTH ABOVE, THE PRODUCT, THE PRODUCT DOCUMENTATION, THE MAINTENANCE AND SUPPORT, AND THE INSTALLATION, ARE PROVIDED BY CERTIPATH TO LICENSEE “AS IS” WITHOUT ANY OTHER WARRANTY OF ANY KIND. CERTIPATH, ON BEHALF OF ITSELF AND ITS SUPPLIERS AND LICENSORS, HEREBY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES WITH REGARD TO THE PRODUCT, THE PRODUCT DOCUMENTATION, THE MAINTENANCE AND SUPPORT AND THE INSTALLATION, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT AND ANY WARRANTIES ARISING OUT OF THE COURSE OF DEALING OR COURSE OF PERFORMANCE. CERTIPATH DOES NOT WARRANT THAT LICENSEE’S USE OF THE PRODUCT SHALL BE ERROR-FREE, OR UNINTERRUPTED. LICENSEE ACKNOWLEDGES THAT IT HAS RELIED ON NO OTHER WARRANTIES AND THAT NO OTHER WARRANTIES ARE MADE HEREIN BY CERTIPATH OR ANY OF CERTIPATH’S SUPPLIERS OR LICENSORS. SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO LICENSEE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ANY IMPLIED WARRANTIES ARE LIMITED TO THIRTY (30) DAYS.

## **11. Limitation of Liability and Indemnification.**

### **11.1 Limitation of Liability.**

IN NO EVENT SHALL CERTIPATH OR ITS SUPPLIERS OR LICENSORS BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, EXEMPLARY, SPECIAL, OR INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION ANY LOST DATA, LOST PROFITS OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, ARISING FROM OR RELATING TO THIS AGREEMENT, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE), EVEN IF CERTIPATH HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CERTIPATH'S AND ITS SUPPLIERS' AND LICENSORS' TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT OR TORT OR OTHERWISE, SHALL NOT EXCEED THE AMOUNT OF FEES PAID TO CERTIPATH HEREUNDER. LICENSEE ACKNOWLEDGES THAT THIS ARRANGEMENT REFLECTS THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT CERTIPATH WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY. SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, SO THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO LICENSEE.

### **11.2 Indemnification.**

Licensee will indemnify, defend and hold harmless CertiPath and its licensors against any liability, damage, loss or expenses (including reasonable attorney's fees and expense of litigation) incurred by or imposed upon CertiPath and its licensors in connection with any claims, suits, actions, demands or judgements arising out of any breach of the representations, warranties or covenants set forth in Sections 2, 3, 6 and 12.1 of the Agreement.

## **12. Confidentiality.**

### **12.1 CertiPath Information; Right to Disclose.**

Except as otherwise expressly provided in this Section 12.1, Licensee shall protect and keep confidential all CertiPath Information. Licensee shall use the CertiPath Information only for the purposes contemplated by this Agreement. Licensee may disclose CertiPath Information only (i) as necessary for its use of the Product in accordance with this Agreement to its Users who have agreed in writing to maintain such information in confidence; or (ii) if required to do so by subpoena, court order or legal process, provided that CertiPath is provided sufficient written notice to request a protective order.

### **12.2 Licensee Information; Right to Disclose.**

Except as otherwise expressly provided in this Section 12.2, CertiPath shall protect and keep confidential all Licensee Information, and shall use Licensee Information only for the purposes contemplated by this Agreement and for purposes of improving and enhancing the Product. CertiPath may disclose Licensee Information only (i) as necessary to support Licensee's use of the Product in accordance with this Agreement to CertiPath's employees or third party agents who have agreed in writing to maintain licensee's information in confidence; or (ii) if required to do so by subpoena, court order or legal process, provided that Licensee is provided sufficient written notice to request a protective order.

### **12.3 Exceptions.**

Sections 12.1 and 12.2 above shall not apply to information of the disclosing party that (i) is or becomes generally available to the public other than through a wrongful act of the receiving party; (ii) is or becomes available to the receiving party on a non-confidential basis from a source that is entitled to disclose it to the receiving party; or (iii) is independently developed by the receiving party, its employees or third party contractors without access to or use of the disclosing party's confidential information.

## **13. Termination.**

Licensee may terminate this Agreement at any time by providing CertiPath written notice. If Licensee is not a U.S. Government agency, department, or instrumentality, upon thirty (30) days' notice, CertiPath may terminate this Agreement (and Licensee's License Grant) upon notice in the event that Licensee has breached any provision of this Agreement and has not cured the breach during such notice period. Notwithstanding the foregoing, a material breach of any license granted to Licensee shall be grounds for immediate termination.

If Licensee is a U.S. Government agency, department, or instrumentality, termination terms and conditions shall be governed by the FAR § 52.212-4.

Upon any expiration or termination of this Agreement, the rights and licenses granted hereunder will automatically terminate, and Licensee agrees to immediately cease using the Product and Product Documentation and remove from all computers, hard drives, networks and other storage media all copies of the Product, the Product Documentation and CertiPath Information (including all such copies on any User devices), and shall certify to CertiPath that such actions have occurred.

In the event of termination of this Agreement, CertiPath will have no obligation to refund any fees received from Licensee during the Term. Section 1 (Definitions), Section 3 (License Restrictions), Section 6 (Proprietary Rights), Section 10 (Disclaimer), Section 11 (Limitation of Liability), Section 12 (Confidentiality), Section 13 (Termination) and Section 14 (General) shall survive termination of this Agreement.

#### **14. General.**

##### **14.1 Customer Lists; Press Releases.**

In consideration of the license granted hereunder, CertiPath may publicly identify Licensee solely as a CertiPath customer (without reference to specific Product licenses). Any other publicity by either party shall require prior written approval from the other party.

##### **14.2 Export Restrictions.**

Licensee agrees to comply with U.S. export control laws, regulations and requirements. Without limiting the generality of the foregoing, hardware, software, technology or services provided under this Agreement may not be exported, re-exported, transferred or downloaded: (i) to or within (or to a national resident of) countries under U.S. economic embargo; (ii) to persons or entities listed on the U.S. Department of Commerce Denied Persons List, Entity List of proliferation concern or on any U.S. Treasury Department Designated Nationals exclusion list, or to parties directly or indirectly involved in the development or production of nuclear, chemical, biological weapons or in missile technology programs as specified in the U.S. Export Administration Regulations (15 CFR 744). Licensee acknowledges and agrees that it is not located in (or a national resident of) any country under U.S. economic embargo, not identified on any U.S. Department of Commerce Denied Persons List, Entity List or Treasury Department Designated Nationals exclusion list, and not directly or indirectly involved in the development or production of nuclear, chemical, biological weapons or in missile technology programs as specified in the U.S. Export Administration Regulations. Licensee is responsible for complying with applicable laws and regulations in all countries with jurisdiction over Licensee activities authorized by this Agreement, and for obtaining export, re-export and import authorizations that may be required due to these activities. Licensee's violation of applicable export control laws, regulations and requirements is a breach of this Agreement for which CertiPath may terminate, or suspend performance of, this Agreement.

##### **14.3 Audit Rights.**

Upon CertiPath's written request, Licensee shall furnish CertiPath with a signed certification verifying Licensee's use of the Product in compliance with the provisions of this Agreement. Upon CertiPath's written request, Licensee shall permit CertiPath or its representatives to review Licensee's relevant records and inspect Licensee's facilities. CertiPath shall give Licensee at least ten (10) business days' advance written notice of any such inspection and shall conduct the same during normal business hours in a manner that does not unreasonably interfere with Licensee's normal operations. Any such audit shall be conducted at CertiPath's expense, unless the audit reveals that Licensee has breached any provision of this Agreement or has underpaid for the Product, in which case Licensee shall (i) reimburse CertiPath for all reasonable costs and expenses incurred by CertiPath in connection with such audit and (ii) pay all additional Licensee Fees to CertiPath found to be due through the audit.

##### **14.4 Assignment.**

Licensee may not assign or transfer, by operation of law or otherwise, any of its rights or obligations under the Agreement to any third party without CertiPath's written consent. Any attempted assignment or transfer in violation of the foregoing shall be null and void. CertiPath shall have the right to freely assign the Agreement.

##### **14.5 Waiver.**

The waiver by either party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach. Except for actions for nonpayment or breach of CertiPath's proprietary rights in the Products, no action, regardless of form, arising out of the Agreement may be brought by either party more than one (1) year after the cause of action has accrued.

##### **14.6 Severability.**

In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force.

##### **14.7 Third-Party Beneficiary.**

In the event of a breach or a threatened breach by Licensee of this Agreement, CertiPath's third-party suppliers and licensors shall be deemed to be third-party beneficiaries of this Agreement and CertiPath's third-party suppliers and licensors may bring an action directly against Licensee to enjoin such breach and/or to enforce Licensee's obligations and obtain CertiPath's remedies hereunder.

##### **14.8 Notices.**

Except as otherwise specified herein, all notices, consents, and approvals under this Agreement must be delivered to the other party, in writing, by reputable overnight courier or certified or registered United States mail (postage prepaid and return receipt requested). If to Licensee, notices shall be sent to the address set forth in the most recent Purchase Order, attention: Legal Department. If to CertiPath, notices shall be sent to the address set forth at the beginning of this Agreement, attention: Legal Department. Notice shall be effective the next business day or three business days after being deposited in the mail, respectively. Either party may change its address by giving written notice of the new address to the other party, in accordance with this Section 14.8.

#### **14.9 Choice of Law and Disputes.**

The following Choice of Law and Disputes terms and conditions shall apply under this Agreement: (i) For other than the U.S. Government agency, department, or instrumentality as a party, this Agreement shall be governed by the laws of the State of New York, excluding its conflict of laws principles. Neither the United Nations Convention on Contracts for the International Sale of Goods nor the Uniform Computer Information Transactions Act applies to this Agreement. Any legal action or proceeding arising under this Agreement will be brought exclusively in the federal or state courts located in New York, New York and the parties hereby consent to personal jurisdiction and venue therein. If a dispute arises between Licensee and CertiPath, and Licensee or CertiPath files suit in any court of competent jurisdiction to enforce rights under this Agreement, then the prevailing party shall be entitled to recover from the other party all costs of such action or suit, including, but not limited to, investigative costs, court costs and reasonable attorneys' fees (including expenses incurred to collect those expenses). (ii) If a dispute arises between Licensee and CertiPath that is related to a Government customer that is subject to the Contract Disputes Act, 41 U.S.C. § 7101 et seq., concerning issues of fact or law which relate to this Agreement (a "CDA Dispute"), the following dispute procedures shall apply. "CDA Dispute" shall include any claim, controversy or dispute between Licensee and the Government customer as well as any claim, controversy or dispute of CertiPath related to the Government customer or Licensee's agreement with the Government customer. If the U.S. Government issues a final decision regarding a CDA Dispute, such decision shall be provided within ten (10) days of receipt by Licensee by written notification to CertiPath and subsequently binding upon CertiPath to the same extent it is binding upon Licensee, subject to CertiPath's right to seek additional time, cost or both. CertiPath shall continue performance in accordance with the decision pending any appeal that may be initiated pursuant to the provisions below. If Licensee elects to appeal such decision under Licensee's prime contract "Disputes" clause, CertiPath shall be permitted to participate fully in such appeal concerning issues of fact or law which relate to this Agreement for the purpose of protecting CertiPath's interest. Licensee shall not enter into a settlement with the Government as to any portion of the appeal affecting CertiPath without CertiPath's prior written consent. If Licensee elects not to appeal a CDA Dispute, such election must be made within thirty (30) days of the Government's final decision and Licensee agrees to notify CertiPath within three (3) days after Licensee elects not to appeal. If CertiPath elects to pursue appeal of such decision by the Contracting Officer, CertiPath shall provide written notice of such election to Licensee, and the parties shall enter into a sponsorship agreement pursuant to which CertiPath shall have the right to prosecute in Licensee's name, any and all appeals arising from the Government's determination. Any such appeal brought by CertiPath in Licensee's name shall be at the expense of CertiPath, provided, however, that Licensee, at Licensee's expense, shall provide CertiPath with reasonable assistance in the presentation of such appeal. (iii) If Licensee is the U.S. Government as a party to this Agreement, this Agreement shall be governed by and interpreted in accordance with the Contract Disputes Act of 1978, as amended (41 U.S.C. §§ 7101-7109). Failure of the parties 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 clause at 48 C.F.R § 52.233-1, which is incorporated in this Agreement by reference.

## EXHIBIT 1: MAINTENANCE AND SUPPORT

### 1. PRODUCT MAINTENANCE

**a. Product Updates and Product Upgrades.** Licensee shall be entitled to receive, and CertiPath shall provide Licensee e-mail notification of, all Product Updates and Product Upgrades as CertiPath, in its sole discretion, makes them generally available to its customers, without additional charge. The contents of all Product Updates and Product Upgrades shall be developed by CertiPath in its sole discretion. Licensee may obtain Product Updates and Product Upgrades from CertiPath's Support website located at ([www.certipath.com/support](http://www.certipath.com/support)) and may only be installed on Products that are covered under current Maintenance and Support Orders. Any such software provided by CertiPath shall be subject to the terms and conditions in the Agreement.

**b. Supported Products.** CertiPath supports the current major release of the Product, plus certain prior versions of the Product in accordance with CertiPath's support policy available at: [www.certipath.com/support](http://www.certipath.com/support).

**c. Product Errors.** CertiPath shall use commercially reasonable efforts to correct any reproducible material error of nonconformity between the Product and the Product Documentation that is attributable to CertiPath ("Product Errors") with a level of effort appropriate with the severity of the error, provided that CertiPath shall have no obligation to correct all Product Errors. Licensee shall notify CertiPath of such error by means set forth in Section 3 of this Exhibit 1 and shall provide CertiPath with sufficient information to reproduce the error. CertiPath shall only be responsible for Product Errors that are attributable to CertiPath and reproducible by CertiPath on unmodified Product consistent with the Product delivered to Licensee. CertiPath may correct such Product Error solely by amending the Product Documentation, or by fixing the Product Error in the current release of the Product.

### 2. HARDWARE REPLACEMENT

- a. Return Material Authorization.** Before returning any Product, Licensee must contact CertiPath and obtain a Return Material Authorization ("RMA") number by means set forth in Section 3 of this Exhibit 1. If CertiPath verifies that the Product is likely to be defective, will issue Licensee a RMA number, which allows Licensee to return the defective unit to CertiPath for repair or replacement.
- b. Shipping.** CertiPath cannot accept any Product without a RMA number on the package. Licensee must deliver the Product along with the RMA number to the address designated by CertiPath at the time of RMA issuance. Licensee is responsible for its shipping costs, will ship such item on its own account and assumes the risk of damage or loss in transit. Licensee must use the original container (or the equivalent) and will be responsible for any damage in transit if it fails to use adequate packaging. Shipping costs for repair or replacement Products shall be borne by CertiPath.
- c. Repair or replace.** CertiPath may replace or repair the Product with either a new or a reconditioned Product.
- d. Dead on Arrival Products.** For RMAs that are issued by CertiPath within the first thirty (30) days after original Product shipment, CertiPath will ship a new (not refurbished) advance replacement Product via express delivery. Advance replacement for requests confirmed by 12:00 pm United States Eastern Time ("*US ET*") by CertiPath will be shipped for next business day delivery, provided that special configurations may require additional time before a new replacement unit can be shipped; delivery time may depend on the International customs clearing and export/import laws and regulations for non-US destinations. In the case of a Dead on Arrival Product, Licensee has thirty (30) days to return the defective Product after the replacement has been shipped and the cost thereof shall be borne by CertiPath.

### 3. SUPPORT

- a. Support.** CertiPath will provide Licensee with technical support ("*Support*") as follows:
  - i. Assistance related to questions on the installation and operational use of the Product;
  - ii. Assistance in identifying and verifying the causes of suspected errors in the Product; and
  - iii. Providing workarounds for identified Products Errors or malfunctions, where reasonably available to CertiPath.
  - iv. Licensee will designate the contact information for two named individuals to act as support liaisons to utilize CertiPath Support and will ensure that such persons will be properly trained in the operation and usage of the Product; CertiPath will not be obligated to provide Support to any other individuals. Licensee agrees to provide reasonable access to all necessary personnel to answer questions about any problems reported by Licensee regarding the Product. Licensee

also agrees to promptly implement all Product Updates and Product Upgrades provided by CertiPath under this Exhibit 1. Upon request, Licensee will provide access for on-line diagnostics of the Product during error diagnosis.

b. **Support Methods.** Support is available through the following methods of communication:

- i. Via telephone at 1.855.758.0075.
- ii. Via email at [support@certipath.com](mailto:support@certipath.com).
- iii. Via CertiPath's Support website at [www.certipath.com/support](http://www.certipath.com/support)
- iv. Licensee may request maintenance and support not specifically provided for in this Agreement.
- v. Support is available Monday through Friday, 8:00 am to 5:00 pm US ET.
- vi. Support is not available on the following days: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, the days of December 25<sup>th</sup> through December 31<sup>st</sup>, and any other day upon which the offices of the United States government are closed as a holiday.
- vii. Support will only be given using the English language.

#### 4. **PRODUCT OBSOLESCENCE**

CertiPath's end of sale and end of Maintenance and Support policies are available at: [www.certipath.com/support](http://www.certipath.com/support)

#### 5. **SUPPORT SERVICE LEVELS**

An incident is defined as a situation where the Product does not function as warranted ("**Incident**"). The detail below defines the severity level of each type of Incident. CertiPath will use commercially reasonable efforts to provide the targeted responses included below.

##### **Severity Level: 1**

Definition: Total service failure of (operational) system (e.g. failure of a component of a critical process). Failure results in a critical part of the Product being unavailable.

Targeted response time: Within 2 hours of the receipt of the Support request from Licensee's support liaison. If the request for Support is received after 5:00 pm US ET during the business day, targeted response time begins the next business morning.

##### **Severity Level: 2**

Definition: Failure of one or more system functions making use of the Product difficult (e.g. Product still running and operational, but not to full capacity).

Targeted response time: Within 4 hours of the receipt of the Support request from Licensee's support liaison. If the request for Support is received after 5:00 pm US ET during the business day, targeted response time begins the next business morning.

##### **Severity Level: 3**

Definition: Failure of a non-critical function having no significant effect on the Product's operation (e.g. failure of a sub-component), Product Users can adapt business practices to bypass the Incident in the short-term.

Targeted response time: Next business day.

##### **Severity Level: 4**

Definition: Any Incident having minimal impact on the Product's operation, defined as an error of inconvenience.

Targeted response time: Three business days.

#### 6. **ESCALATION PROCEDURES**

CertiPath will use commercial reasonable efforts to respond to requests for Support as described in this Exhibit 1. CertiPath reserves the right to "stop the clock" on the targeted response time while awaiting action of or information from Licensee's support liaison.

If CertiPath has not responded as targeted above, Licensee's support liaison may escalate as follows:

Severity Level	Status	Escalation Step
1	Upon receipt	Immediate escalation to CertiPath's Vice President of Client Services
2	No response within 8 hours	Licensee's support liaison may request escalation to CertiPath's Vice President of Client Services
3	No response within 2 business days	Licensee's support liaison may request escalation to CertiPath's Support Manager
4	No response within 7 business days	Licensee's support liaison may request escalation to CertiPath's Support Manager

## 7. SUPPORT REQUEST HANDLING

All requests for Support shall be reported in accordance with the methods listed in Section 3(b) of this Exhibit 1. Requests for Support must be made by Licensee's support liaison. It is the responsibility of the Licensee's support liaison to provide the following information:

- \* Serial number of the Product impacted
- \* Product version
- \* Detailed description of the Incident
- \* Impact of the Incident
- \* Indication of the activity that was being performed when the Incident occurred
- \* Configuration data
- \* All relevant Product log files

Support requests will be registered in CertiPath's online support tracking system, assigned a Severity Level, and allocated a unique request reference number. The Support request will be managed to resolution by a CertiPath technical support engineer. While working to resolve an Incident, the technical support engineer may need access to information on the Licensee system relative to the failure, or may need to recreate the failure to get additional information. If the Incident is related to system configuration, the Licensee's support liaison may be asked to provide a network diagram and configuration information. Any information sent to CertiPath to aid in the resolution of Licensee's Incident will be treated as confidential.

Licensee acknowledges that it will be required to install the most currently available Product Updates and Product Upgrades in order for CertiPath to resolve an Incident.

If upon providing Support CertiPath determines that the Incident was due primarily to the condition of Licensee's own equipment and systems, CertiPath reserves the right to charge a reasonable hourly fee for the Support services provided.

## 8. RESTRICTIONS

Licensee is entitled to receive Maintenance and Support only on Products under a current Maintenance and Support Order. Maintenance and Support commences on the date of shipment or electronic availability of Product to Licensee. CertiPath will not be obligated to provide any Maintenance and Support: (1) on Products that: (a) have been altered, modified, mishandled or damaged, (b) have not been installed, operated, repaired, or maintained in accordance with CertiPath's Product Documentation, specifications, instructions and the terms of this Exhibit 1 and the Agreement, (c) have been combined or integrated with hardware, software, and/or technology not provided by CertiPath and without the written approval of CertiPath, or (d) have been misused or operated outside the Supported Environment for that Product; (2) where the Incident relates to Licensee's or third party's network, systems, hardware, software, or other problem beyond the reasonable control of CertiPath; (3) to any geographic location or to any customers in violation of applicable laws or regulations or (4) where providing Support might reasonably be expected to jeopardize or harm CertiPath's or its licensor's rights in any intellectual property, or reveal trade secrets or other proprietary information of CertiPath or its licensors not generally available to the public or to customers of the Product. Licensee acknowledges and agrees that CertiPath's ability to provide Maintenance and Support is dependent on Licensee providing accurate Product installation location information, and any failure to do so may impact CertiPath's ability to provide Maintenance and Support. Remote access to the Products on Licensee's network may be required to diagnose or resolve an Incident, and

Licensee's failure to provide such access may impact CertiPath's ability to resolve the Incident. CertiPath will not be responsible for any Product replacement or repair delays caused by CertiPath's compliance with export/import laws and regulations. CertiPath's obligation under an Order for Maintenance and Support on any Product is subject to CertiPath's receipt of the applicable fees under the Order. CertiPath retains ownership of any intellectual property resulting from Maintenance and Support performed.