



**COUNTY of EL DORADO**  
Procurement & Contracts

PURCHASE ORDER NO.

PO201708662

| DATE     | REQUISITION NO. | TYPE | BLANKET PO# | PAGE | DELIVERY DATE | EXPIRATION DATE | THIS NUMBER MUST BE ON ALL INVOICES, PACKING LISTS, AND RELATED PAPER WORK. |
|----------|-----------------|------|-------------|------|---------------|-----------------|---|
| 11/28/16 | RQ20170215      | PO   |             | 1    | 11/30/16      |                 |   |

VENDOR

SOFTERRA INC  
5348 VEGAS DR  
NO. 1024  
LAS VEGAS

NV 89108

SHIP TO

INFORMATION TECHNOLOGIES  
360 FAIR LANE  
PLACERVILLE CA 95667

| REQUESTOR | F.O.B. POINT | TERMS  |
|-----------|--------------|--------|
| EJV       | DESTINATION  | NET 30 |

**NOTE CONDITIONS ON REVERSE**

| LINE | QUANTITY | UNIT | DESCRIPTION   | UNIT PRICE | EXTENDED TOTAL |
|------|----------|------|---|------------|----------------|
| 001  | 1.00     | EA   | 920-41 SOFTWARE:LICENSE W/SU<br>PART #11274<br>-<br>SOFTERRA ADAXES VER. 2016<br>PERPETUAL LICENSE<br>(INCLUDES GOV'T DISCOUNT OF 17%)  | 8,964.0000 | 8,964.00       |
| 002  | 1.00     | EA   | 920-41 SOFTWARE:LICENSE W/SU<br>PART # 11275<br>-<br>SOFTERRA ADAXES ANNUAL MAINTENANCE<br>(INCLUDES GOV'T DISCOUNT OF 17%)   | 2,689.2000 | 2,689.20       |
| 003  | 1.00     | EA   | 900-05 SVCS:FREIGHT; SOFTWARE<br>QUOTE DATED 10/5/16<br>-<br>INVOICE TO SAME AS SHIP TO<br>-<br>FOR ORDER QUESTIONS, CONTACT:<br>TIM LISTON, 530-642-4887<br>-<br>FOR BILLING QUESTIONS, CONTACT:<br>MEGAN AREVALO, 530-621-5147<br>-<br>CONTRACT ADMINISTRATOR:<br>DAVID RUSSELL, ASSISTANT IT<br>CONTINUED, NEXT PAGE | .0001      |                |

This Purchase Order expressly limits acceptance to the terms and conditions stated herein, set forth on the reverse side hereof and any supplementary or additional terms and conditions annexed hereto or incorporated herein by reference. Any additional or different terms and conditions proposed by seller are objected to and hereby rejected.

I hereby certify that this purchase order is issued in accordance with procedures prescribed by ordinance and BOS Policy C-17 governing purchase of such items for the County of El Dorado.

SFX TOTAL INDEX SUB-OBJECT USER CODE

VENDOR COPY

Purchasing Agent  
(Note: Authorized signature in lieu of Purchasing Agent for purchase less than \$5,000.00)

**R 18895**



**COUNTY of EL DORADO**  
Procurement & Contracts

PURCHASE ORDER NO.  
PO201708662

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| 11/28/16 | RQ20170215      | PO   |             | 2    | 11/30/16      |                 |   |

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|------|----------|------|--|------------|----------------|
|      |          |      | <p>DIRECTOR, OR SUCCESSOR</p> <p>-</p> <p>EXHIBIT "A" IS INCORPORATED TO AND MADE A PART OF THIS PURCHASE ORDER CONTRACT.</p> <p>-</p> <p>TO THE EXTENT THAT THE TERMS AND CONDITIONS OF THE VENDOR CONFLICT WITH THE TERMS AND CONDITIONS OF THE COUNTY, THE TERMS AND CONDITIONS OF THE VENDOR SHALL PREVAIL.</p> <p>-</p> <p>THIS ORDER SHALL BE EFFECTIVE AFTER VENDOR HAS SIGNED BELOW &amp; RETURNED TO THE COUNTY ACKNOWLEDGING ACCEPTANCE OF THE TERMS &amp; CONDITIONS CONTAINED HEREIN &amp; ON THE REVERSE &amp; THAT THE UNDERSIGNED INDIVIDUAL EXECUTING THIS ORDER IS FULLY AUTHORIZED TO DO SO BY LAW OR OTHER APPROPRIATE INSTRUMENT &amp; TO BIND UPON THE OBLIGATIONS SET FORTH HEREIN.</p> <p>-</p> <p>_____<br/>PRINT NAME TITLE</p> <p>_____<br/>CONTRACTOR/CONSULTANT SIGNATURE</p> <p>-</p> <p>CONTINUED, NEXT PAGE</p> |            |                |

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Purchasing Agent  
(Note: Authorized signature in lieu of Purchasing Agent for purchase less than \$5,000.00)  
**R 18896**



**COUNTY of EL DORADO**  
Procurement & Contracts

**PURCHASE ORDER NO.**  
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| 11/28/16 | RQ20170215      | PO   |             | 3    | 11/30/16      |                 |   |

VENDOR

SOFTERRA INC  
5348 VEGAS DR  
NO. 1024  
LAS VEGAS

NV 89108

S-I-T-O

INFORMATION TECHNOLOGIES  
360 FAIR LANE  
PLACERVILLE CA 95667

| REQUESTOR | F.O.B. POINT | TERMS  |
|-----------|--------------|--------|
| EJV       | DESTINATION  | NET 30 |

**NOTE CONDITIONS ON REVERSE**

| LINE | QUANTITY | UNIT | DESCRIPTION  | UNIT PRICE | EXTENDED TOTAL |
|------|----------|------|--|------------|----------------|
|      |          |      | (DATE)<br>- MEDIA: ELECTRONIC DOWNLOAD ONLY<br>- THIS PURCHASE ORDER IS BEING ISSUED FOR THE ACQUISITION OF SOFTWARE LICENSES, SOFTWARE MAINTENANCE, UPGRADE PROTECTION, AND/OR RENEWALS OF SAME.<br>- EL DORADO COUNTY DOES NOT ACCEPT PHYSICAL MEDIA FOR EITHER THE INITIAL PURCHASE OF SOFTWARE LICENSES AND/OR ANY SOFTWARE MAINTENANCE AND UPDATES.<br>- SOFTWARE, MAINTENANCE AND UPGRADE PROTECTION WHEN ELECTRONICALLY DOWNLOADED ARE NOT SUBJECT TO TAXATION PER THE STATE OF CALIFORNIA, BOE REGULATION 1502.<br>- SHOULD EL DORADO COUNTY EVER RECEIVE PHYSICAL MEDIA OR DOCUMENTATION RELATIVE TO THIS SOFTWARE AND/OR SOFTWARE MAINTENANCE AND/OR LICENSE UPDATES, THE COUNTY SHALL BEAR THE COST OF ANY APPLICABLE TAXES RELATIVE TO THIS TRANSACTION.<br>- CONTINUED, NEXT PAGE |            |                |

This Purchase Order expressly limits acceptance to the terms and conditions stated herein, set forth on the reverse side hereof and any supplementary or additional terms and conditions annexed hereto or incorporated herein by reference. Any additional or different terms and conditions proposed by seller are objected to and hereby rejected.

SFX                      TOTAL                      INDEX                      SUB-OBJECT                      USER CODE

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**VENDOR COPY**

Purchasing Agent  
(Note: Authorized signature in lieu of Purchasing Agent for purchase less than \$5,000.00) **R 18897**



**COUNTY of EL DORADO**

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| REQUESTOR | F.O.B. POINT | TERMS  |
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|------|----------|------|--|------------|----------------|
|      |          |      | NO BUSINESS LICENSE REQUIRED<br>NO TANGIBLE PROPERTY OR MEDIA RECEIVED |            |                |

This Purchase Order expressly limits acceptance to the terms and conditions stated herein, set forth on the reverse side hereof and any supplementary or additional terms and conditions annexed hereto or incorporated herein by reference. Any additional or different terms and conditions proposed by seller are objected to and hereby rejected.

TAX  
TOTAL: 11,653.20

VENDOR NUMBER : 027901

| SFX | TOTAL     | INDEX  | SUB-OBJECT | USER CODE |
|-----|-----------|--------|------------|-----------|
| 01  | 11,653.20 | 103110 | 4144       |           |
|     | 11,653.20 |        |            |           |

**VENDOR COPY**

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Purchasing Agent  
(Note: Authorized signature in lieu of Purchasing Agent for purchase less than \$5,000.00) **R 18898**

# Quote



Softerra  
Adaxes 2016  
Make the complex simple

**Offer Period:** This offer is valid for 30 days

## Dear Customer,

In respond to your request we are glad to offer Softerra Adaxes software (version 2016) for you to order. Please find below the detailed information on the offer.

## Product Overview

Softerra Adaxes is an efficient and flexible Active Directory management solution that facilitates, automates and secures Active Directory management, maintenance and administration. Softerra Adaxes guarantees high-performance user lifecycle management achieved with the help of cross-domain Active Directory management facilities, granularly distributed role-based security, streamline user provisioning, administrative

tasks automation, and approval based workflow. Providing the easy-to-use Web Interface, Softerra Adaxes ensures controlled access to Active Directory resources from any web-browser enabling users to modify their own account information, search information, and perform Active Directory management tasks for which they have sufficient permissions.

## Licensing

Softerra Adaxes is licensed by packages. Each package is issued for a definite number of user accounts enabled in Active Directory domain. The number of user accounts for your Softerra Adaxes license can be increased at any time by

upgrading to a package with a larger number of user accounts. To get more information on Softerra Adaxes licensing, please visit <http://adaxes.com/purchase>

## Support

All Softerra Adaxes users receive a complete package of free support to get Softerra Adaxes up and running. Our support engineers provide professional guidance from installation to implementation and performance advice, all free of charge, to

help ensure that the software is working perfectly in your environment. We also offer paid support for companies that require some complex solution implementation to meet their particular needs.

## Annual Maintenance

Annual Maintenance (AM) is an optional service granted for 1 calendar year (365 days). It entitles you to:

- Receive all new Softerra Adaxes versions that are released during the term of the AM coverage at no additional cost.

- Access our most experienced Support Engineers for a personalized management of your issues.
- Get your phone calls and emails returned within 24 hours.

## Upgrades

All registered users of Softerra Adaxes can upgrade their products to a brand new version. There are two different options for upgrading Softerra Adaxes:

### Major Upgrade

The upgrade to a new major version requires an upgrade fee. Owners of Annual Maintenance (AM) receive major upgrades at no additional cost during the term of their AM coverage.

### Service Release

Service releases include updates, improvements and bug fixes based on the community feedback. Your Softerra Adaxes license key is valid for any current version update and enables you to download the latest application builds free of charge from Softerra Adaxes website.



## Financial

### Pricing

The below-mentioned products are available for you to order.

| Part #       | Item   | Number of User Accounts | Price                |
|--------------|--|-------------------------|----------------------|
| 11274        | Softerra Adaxes ver. 2016: Perpetual License | Up to 2000              | USD 10,800.00        |
| 11275        | Softerra Adaxes Annual Maintenance           | Up to 2000              | USD 3,240.00         |
| 11260        | Government/Non-profit discount 17%           |                         | - USD 2,386.80 ✓     |
| <b>Total</b> |  |                         | <b>USD 11,653.20</b> |

8,964.  
2,689.20  
11,653.20

### How to Order

Softerra offers several ways to purchase Softerra Adaxes and complementary products:

- Purchase Order
- Wire Transfer/Check
- Network of partners

More details on the above purchasing options are available at [http://adaxes.com/purchase\\_ways\\_to\\_buy.htm](http://adaxes.com/purchase_ways_to_buy.htm)

### Return/Refund Policy

We offer a 30-days money back guarantee starting from the original shipping day. The amount refunded will constitute the full purchase amount of the product.

## Contact Information

With any questions you may have regarding this Quote please do not hesitate to contact our Sales Department:

email: [sales@softerra.com](mailto:sales@softerra.com)  
phone: +1-800-277-5871 ext. 1  
fax: +1-888-302-4531

With any technical questions regarding Softerra Adaxes please contact our Technical Department:

email: [support@adaxes.com](mailto:support@adaxes.com)  
phone: +1-800-277-5871 ext. 2

Softerra Adaxes website: <http://adaxes.com>



Active Directory management & automation

## Contacts

Softerra strives to improve its services to customers by continually examining our website. If you have any questions or are in need of customer service, please contact us using any of the methods below.

### Mailing Address and Telephone Numbers

Phone: +1-800-277-5871  
Fax: +1-888-302-4531

Sales department: [sales@softerra.com](mailto:sales@softerra.com)

Support team: [support@adaxes.com](mailto:support@adaxes.com)

Quote request: [adaxes.quote.request@softerra.com](mailto:adaxes.quote.request@softerra.com)

General Distributor  
Softerra, Inc.  
5348 Vegas Drive, # 1024  
Las Vegas, NV 89108  
USA

#### Related Links

[Company](#)

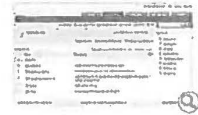
#### Demo

[Demo Video](#)

[Live Demo](#)

[Free Trial](#)

#### Screenshots



#### Tutorials



#### Forum



#### Subscribe

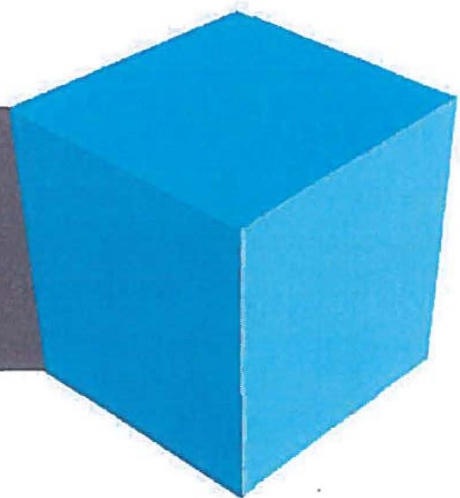
Subscribe right now and get automatically notified about Softerra Adaxes news.



# Softerra Adaxes Enterprise Directory Solution

## End User License Agreement

make the complex simple



# End User License Agreement

This end-user software license agreement is a legal agreement ("Agreement") between you ("Licensee") and Softerra, Ltd. ("Softerra"), which is the owner or licensor of the Softerra Adaxes Software ("Software"). This Agreement specifies the terms and conditions under which Licensee may use the Software.

PLEASE READ THIS LICENSE AGREEMENT CAREFULLY BEFORE DOWNLOADING OR USING THE SOFTWARE. BY CLICKING ON THE "ACCEPT" BUTTON, DOWNLOADING THE SOFTWARE, OR USING THIS SOFTWARE, YOU WILL BE BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, CLICK THE "DO NOT ACCEPT" BUTTON AND THE INSTALLATION PROCESS WILL NOT CONTINUE, AND YOU WILL NOT BE ABLE OR AUTHORIZED TO USE THE SOFTWARE.

## I. License terms and conditions

### 1. TRIAL EVALUATION LICENSE TERMS AND CONDITIONS

The provisions of this Subsection 1 shall apply to the Software downloaded for temporary and/or trial use.

1.1 License. Subject to the terms and conditions of this Agreement, the Software is licensed, not sold to Licensee by Softerra for an evaluation period of thirty (30) days from the download date ("Evaluation Period").

(i) Licensee may use the Software for its own internal evaluation and for no other purpose.

(ii) There is no fee for Licensee's use of the Software in accordance with this Agreement during the Evaluation Period; however, Licensee is responsible for any fees which may be associated with usage beyond the scope permitted herein.

(iii) Upon completion of a successful evaluation of the Software Licensee is expected to apply for a commercial license of the Software. A Softerra sales representative may contact Licensee after the download to discuss Licensee's purchase of a commercial license.

1.2 "AS-IS" Warranty. LICENSEE AND SOFTERRA AGREE THAT THE SOFTWARE USED DURING THE EVALUATION PERIOD IS PROVIDED "AS IS", AND THAT SOFTERRA MAKES NO WARRANTY AS TO THE SOFTWARE, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

### 2. COMMERCIAL LICENSE TERMS AND CONDITIONS

The provisions of this Subsection 2 shall apply to commercially licensed Software.

2.1 License. Subject to the terms and conditions of this Agreement, and in consideration for Licensee's payment of the applicable license fees, Softerra hereby grants to Licensee, and Licensee accepts from Softerra, a perpetual, non-exclusive, non-transferable and non-sublicensable right to use the Software.

This license consists of the right for Licensee to install, use, access, run, or otherwise interact with the Software within the scope of license granted, for Licensee's own internal business operations, and in accordance with the related Documentation. Licensee may also make a reasonable number of additional copies of the Software solely for non-productive archival purposes, so long as neither the original and a copy nor two copies of the same license are in use at the same time, and so long as each copy contains all titles, trademarks, and copyrights and restricted rights notices as in the original.

**2.2 Updates and Upgrades.** Licensee will have the opportunity to maintain the Software by means of Updates and Upgrades.

An "Update" is a new release of the existing Software and is provided to Licensee free of charge by Softerra. Updates include improvements and bug fixes based on the community feedback.

An "Upgrade" is a major functional enhancement to the Software that requires an upgrade fee.

Any Update or Upgrade installed by Licensee shall be governed as Software under the terms and conditions of this Agreement. Licensee is permitted to install and use in production environment only one version (either the original version or the Upgrade) of the Software at any one time. Licensee is not allowed to transfer to or permit any third party to use the version that Licensee has not installed.

**2.3 Maintenance and Other Services.** During any Maintenance Period and for the applicable fees, if ordered by Licensee, Softerra shall provide Licensee the Maintenance Services as listed in this Subsection 2.3. The "Maintenance Period" is a 365 days period. The first Maintenance Period begins on the date of the initial delivery of the Software and ends 365 days thereafter. Each Maintenance Period shall automatically renew for another 365 days unless the renewal has been cancelled by either party's giving written notice at least fifteen (15) days prior to the first day of the renewal Maintenance Period. Maintenance fees shall be due in advance of renewal. Softerra will provide other Services (other than Maintenance Services) subject to availability and under the terms and conditions, including service rates, as indicated on the applicable ordering document.

Maintenance Services consist of the following:

(i) Softerra shall make available to Licensee new versions and releases of the Software, including Software Updates and Upgrades, if and when Softerra makes them generally available, without charge as part of Maintenance Services for the Software.

(ii) Softerra shall respond to unlimited communications from Licensee that report software failures not previously reported to Softerra.

(iii) Softerra shall respond to a reasonable number of communications from Licensee that request consultation on the operational/technical aspects of the Software.

(iv) Softerra will respond to Licensee inquiries within twenty-four (24) hours on business days (Monday-Friday, federal holidays excluded) of receipt of the inquiry via the Web, email or telephone.

**2.4 Limited Warranty.** Softerra warrants that for a period of one year (365 calendar days) from the date of initial delivery of the Software ("Warranty Period"), the operation of the Software, as provided by Softerra, will substantially conform to the Documentation applicable to the Software.

***THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF, AND SOFTERRA HEREBY DISCLAIMS, ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A***

## **PARTICULAR PURPOSE.**

Licensee must report in writing any breach of the foregoing warranties to Softerra during the Warranty Period, and Softerra's sole obligation, for any such breach of warranty shall be for Softerra to correct or provide a workaround for reproducible errors that cause a breach of the warranty within a reasonable time considering the severity of the error and its effect on Licensee, or, at Softerra's option, refund the license fees paid for the nonconforming Software upon return of such Software to Softerra and termination of the related license hereunder.

## **II. Other restrictions**

Licensee acknowledges that it has no right whatsoever to modify the Software or any portion thereof in any manner. Licensee shall not reverse, engineer, decompile, disassemble, modify, adapt, rent, lease, loan or create derivative works based upon the Software or any part thereof. Licensee may not use the Software as a managed service provider, application service provider, in any commercial time share arrangement, or in any other activity intended to directly produce revenue. Licensee may not resell the Software licensed hereunder to third parties. Licensee may not post or otherwise make the Software available on the World Wide Web. Licensee shall not assign the Software to a third party for use in managing Licensee's environment without the prior written consent of Softerra. The Software and Documentation are subject to U.S. export control laws, including the U.S. Export Administration Act and its associated regulations, and may be subject to export or import regulation in other countries. Licensee will not re-export the Software or Documentation to any country outside of the country in which the Software is initially delivered, without the prior written consent of Softerra. Licensee shall strictly comply with all applicable export control laws and shall obtain all necessary export control licenses to export or re-export the Software or Documentation. Licensee will indemnify, defend and hold harmless Softerra and its successors, affiliates, directors, officers, employees and agents from and against any liabilities, damages, expenses, fines or penalties incurred as a result of the export or re-export by Licensee of the Software or Documentation in violation of this Section.

## **III. Warranties**

THE LIMITED WARRANTIES AS DESCRIBED IN SECTION I-1.2 AND SECTION II-2.4 OF THIS AGREEMENT ARE THE ONLY WARRANTIES PROVIDED BY SOFTERRA AND ITS LICENSORS, WHO EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE WITH REGARD TO THE SOFTWARE AND ACCOMPANYING WRITTEN MATERIALS.

## **IV. Liability for consequential damages**

OTHER THAN THE REMEDIES SPECIFIED ABOVE FOR WARRANTY BREACH, IN NO EVENT SHALL SOFTERRA OR ITS LICENSORS BE LIABLE FOR ANY OTHER DAMAGES WHATSOEVER, WHETHER IN CONTRACT, TORT, OR OTHERWISE, (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER PECUNIARY LOSS, OR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES) ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE, EVEN IF SOFTERRA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU ARE REQUIRED TO TAKE REASONABLE

MEASURES TO AVOID DAMAGES, ESPECIALLY TO MAKE BACKUP COPIES OF THE SOFTWARE AND ANY VALUABLE DATA STORED ON YOUR SYSTEM. YOU MAY HAVE ADDITIONAL RIGHTS BY LAW WHICH VARY FROM JURISDICTION TO JURISDICTION. SOFTERRA EXPLICITLY DOES NOT INTEND TO LIMIT YOUR LIABILITY RIGHTS TO AN EXTENT NOT PERMITTED BY LAW.

## V. Copyright

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## VI. Reservation of proprietary rights

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## VII. Nondisclosure

"Confidential Information" means the Agreement, Software, trade secrets, know-how and any proprietary tools, proprietary knowledge or proprietary methodologies disclosed by one party (the "Disclosing Party") to the other party (the "Receiving Party") and not generally available to the public, which the Receiving Party may gain access to or knowledge of as a result of this Agreement. The Receiving Party shall observe complete confidentiality with respect to the Confidential Information, and shall use commercially reasonable efforts and take all reasonable steps to protect the Confidential Information from any use, reproduction, publication, disclosure, or distribution except as specifically authorized by this Agreement. The Receiving Party shall promptly notify the Disclosing Party of any known unauthorized use or disclosure of the Confidential Information and will cooperate with the Disclosing Party in any litigation brought by the Disclosing Party against third parties to protect its proprietary rights.

## VIII. Duration and Termination

The Agreement is concluded for an undefined period of time. The Agreement may be terminated (a) by mutual agreement of Softerra and Licensee, (b) by Licensee, upon thirty (30) days prior written notice to Softerra, or (c) by Softerra, if Licensee breaches this Agreement and fails to cure such breach to Softerra's reasonable satisfaction within thirty (30) days following receipt of Softerra's notice thereof. Upon any termination of this Agreement, Licensee shall immediately cease use of the Software and certify in writing to Softerra within thirty (30) days after termination that Licensee has destroyed or returned to Softerra the Software and all copies thereof. Termination of this Agreement shall not relieve Licensee of its obligation to pay all fees that have accrued or have become payable by Licensee hereunder.

## **IX. Safeguard measures**

Licensee will keep the Software in safe custody and will take appropriate steps to ensure that all obligations stipulated in this Agreement are adhered to. Licensee will follow all relevant legal provisions, especially the laws on intellectual property and copyright.

## **X. U.S. Government Restricted Rights**

Any use of the Software by the U.S. Government is conditioned upon the Government agreeing that the Software and its associated Documentation are commercial items as defined in FAR 2.101. Any unit or agency of the United States Government only acquires those rights customarily provided to the public in accordance with: (i) for the program - FAR 12.212 (Software) or DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation), as applicable; and (ii) for the documentation - FAR 12.211 (Technical Data) or DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation), as applicable. The Manufacturer is Softerra, Ltd.

## **XI. Embedded Software**

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## **XII. Assignment**

Licensee may not assign or transfer its rights or obligations under this Agreement without prior written approval by Softerra and any purported assignment or transfer without Softerra's consent shall be null and void.

## **XIII. Governing Law**

This Agreement will be governed in all respects by the substantive laws of the State of California, United States of America, exclusive of its conflicts of laws rules. The parties expressly agree that the United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this Agreement and to the extent Licensee may be a resident of a state that has

adopted the Uniform Computer Information Transactions Act (UCITA), the parties expressly agree that the UCITA doesn't apply to the transaction covered by this Agreement. If any term or provision of this Agreement shall be declared invalid in arbitration or by a court of competent jurisdiction, such invalidity shall be limited solely to the specific term or provision invalidated, such provision shall be modified to the extent necessary to be valid and accomplish the intent of the parties, and the remainder of this Agreement shall remain in full force and effect, according to its terms. Any dispute between the parties hereto arising out of or in connection with this Agreement (including any question regarding its validity or termination) shall be submitted exclusively to the competent state or federal courts located in Los Angeles, California, U.S.A. Licensee hereby irrevocably waives any objection to the jurisdiction, process and venue of any court and to the effectiveness and enforceability of any order or judgment (including a default judgment) of any such court in relation to this Agreement, to the maximum extent permitted by the law of any jurisdiction, the laws of which might be claimed to be applicable regarding the effectiveness, enforcement or execution of such order or judgment. Any and all such proceedings shall be conducted in the English language.

This Agreement expresses the full, complete and exclusive understanding of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous proposals, representations, agreements and understandings, whether written or oral. The terms and conditions of any individual purchase order submitted by Licensee to Softerra that are in contravention with or addition to the terms and conditions of this Agreement are hereby disclaimed and shall be null and void. This Agreement may not be modified or amended except by written instrument duly executed by an authorized representative of both parties.

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