

**ADDENDUM TERMS AND CONDITIONS  
TO POWERSTEERING SOFTWARE LICENSE AGREEMENT**

This Software License Addendum (the Agreement) is entered into by and between PowerSteering Software, Inc., located at 141 Portland Street, 10<sup>th</sup> Floor, Cambridge, Massachusetts 02139 ("PowerSteering"), and the Department of Defense (DoD) as executed by their duly authorized representative, the Department of the Navy, Naval Inventory Control Point, 5450 Carlisle Pike, Mechanicsburg, PA 17055 ("Customer").

Notwithstanding any provisions to the contrary, the following addendum software license terms and conditions shall apply to licenses purchased under the DoD PowerSteering ESI BPA (the ESA) that has been executed with immixTechnology, Inc. (an authorized PowerSteering reseller). If there is a conflict between the terms of the any "shrinkwrap" or "clickwrap" License Agreement included in any package, media, or electronic version of any PowerSteering Software purchased under the ESA, these addendum terms shall prevail.

1. **Authorized User.** Authorized User shall mean any named individual (licensee) who is affiliated with the DoD (i.e. an employee, consultant, or contractor) as stated in paragraph B.1 of the ESA and has been granted a license to use and access the Software with full edit rights and capabilities. Multiple individuals may not login under the same Authorized User account. Licensee shall be liable for an Authorized User's compliance with the terms and conditions of this Agreement.
2. **Read-only User.** A read-only user shall mean any individual who is affiliated with the DoD (i.e. an employee, consultant, or contractor) as stated in paragraph B.1 of the ESA and can access the Software on an unlimited basis at no cost. Read-only users do not have any edit rights or capabilities to manipulate the data; reports that have already been created can be pulled but a "Read-only" user CANNOT create a new report.
3. **Transferability.** Licensee may request a no cost transfer of Subscription or Perpetual licenses, subject to approval by PowerSteering Software, Inc. through immixTechnology, which shall not be unreasonably withheld. Transfers of licenses are limited to those purchased through this ESA, including any pre-existing licenses that may be included in an enterprise license ordered under the ESA. Factors taken into consideration for allowing transfer of licenses include similar terms and conditions and scope of the license. Upon approval of the transfer, Licensee shall submit all necessary transfer documentation to PowerSteering, Inc. through immixTechnology. Licenses approved for transfer are transferable within the DoD and authorized users as stated in paragraph B.1 of the ESA.
4. **Third Party Outsourcing.** PowerSteering will permit the use of the Software by third party outsourcing or facilities management contractors to operate the Software on Customer's behalf, provided that (a) Customer provides PowerSteering with prior written notice; (b) Customer is responsible for ensuring that any such contractor agrees to abide by and fully complies with the terms of this Agreement as they relate to the use of the Software on the same basis as applies to Customer; (c) such use is only in relation to Customer's direct beneficial business purposes as restricted herein; and (d) such use does not represent or constitute an increase in the scope or number of licenses provided hereunder.
5. **Governing Law.** This Agreement will be governed by the Federal Acquisition Regulations and the applicable Federal Government Contract laws of the United States.
6. **Functionality Replacement and Extended Support.** If the form, fit, or functionality contained in any licensed products acquired hereunder is substantially reduced or if the product is replaced, and/or PowerSteering provides this same or substantially similar functionality as a separate or renamed product, then the DoD is entitled to license such software at no additional license or maintenance fees. However, throughout the term of this agreement, PowerSteering will provide support services for a period of one year.
7. **Rights of Survivorship of the Agreement.** This Agreement shall survive unto PowerSteering, its Successor, rights and assigns. The software and agreement terms and conditions as covered under this agreement shall survive this agreement notwithstanding the acquisition or merger of PowerSteering by or with another entity. Any software name changes, re-packing or merger of similar products that carry forward the same or similar function of the software shall be supported with updates, upgrades and new releases under this agreement at no additional cost.

8. **Audits.** In lieu of any audit provisions in the license agreement, Licensee may perform an internal audit and will use its best efforts to keep full and accurate accounts that may be used to properly ascertain and verify numbers of licenses in use. Licensee shall provide to PowerSteering and/or its authorized reseller upon request, but no more than once a year, a written report detailing the Software usage and installation records. PowerSteering and/or its authorized reseller may, upon thirty (30) days advanced written notice and at its own expense, conduct an annual audit during Licensee’s normal business hours, of Licensee’s use of the Software and the Documentation to verify compliance with this Agreement. Any such audit shall not unreasonably interfere with Licensee’s operations and all vendor personnel must have appropriate security clearances to gain access to Licensee site or data.

9. **Portable or Home Computer Use.** The primary user of the computer on which a license is loaded may be granted permission to install a second copy of such software for his or her exclusive use on either a portable computer or a computer located at his or her home, provided that the software on the portable or home computer is not used at the same time as the software on the primary computer.

IN WITNESS WHEREOF each party has executed this Addendum Agreement by its duly authorized representative as of the date last written below.

PowerSteering Software, Inc.

Licensee:

Signature: /S/

Signature: /S/

Name: Jon Choate

Name: R. L. Klinger

Title: VP, Finance & Administration

Title: Director, ADP Modernization Dept.

Date: 7/30/08

Date: 8/1/08