COMPUSEARCH DEPARTMENT OF DEFENSE SOFTWARE LICENSE AGREEMENT

This document sets forth the Department of the Defense (DOD) Software License Requirements. Licensor's Software License Agreement is attached hereto as Exhibit A and made a material part hereof by this reference. This document, including the Software License Agreement attached as Exhibit A: Compusearch Software Systems, Inc. End User License Agreement and Exhibit B: Prism Software Maintenance Plan constitutes the Agreement between Compusearch Software Systems, Inc. (Licensor) and the DOD. The terms and conditions set out below in these Software License Requirements supplement and to the extent a conflict exists, supersede and take precedence over the terms and conditions of Exhibit A and Exhibit B. For clarification in this agreement, Publisher, and Licensor are synonymous.

1. **Enterprise Language:** The parties agree that more than one agency of the DoD may license products under this Agreement, provided that any use of products by any agency must be made pursuant to one or more executed purchase orders or purchase documents submitted by each applicable agency seeking to use the licensed product. The parties agree that, if the licensee is a "DoD Department or Agency" as defined by the 48 Code of Federal Regulations, section 202.101, the terms and conditions of this Agreement apply to any purchase of products made by the DoD, and that the terms and conditions of this Agreement become part of the purchase document without further need for execution. The parties agree that the terms of this Agreement supersede and take precedence over the terms included in any purchase order, terms of any shrink-wrap agreement included with the licensed software, terms of any click through agreement included with the licensed software, or any other terms purported to apply to the licensed software, including any Licensor's published policy or program documentation or customer ordering documents. It is also understood by both parties that any Licensor policies or educational documents will not be considered part of this license agreement.

2. **Choice of Law/Venue**: This Agreement shall be governed by and construed in accordance with the substantive laws of the US Code of Federal Regulations, Federal Acquisition Regulations and Defense Federal Acquisition Regulations (DFAR), without regard to principles of conflict of laws.

3. **Indemnification**: The DOD does not have the authority to and shall not indemnify any entity. The DOD agrees to pay for any loss, liability or expense, which arises out of or relates to the DOD's acts or omissions with respect to its obligations hereunder, where a final determination of liability on the part of the DOD is established by a court of law or where settlement has been agreed to by the DOD agency. This provision shall not be construed to limit the DOD's rights, claims or defenses which arise as a matter of law or pursuant to any other provision of this Agreement. This provision shall not be construed to limit the sovereign immunity of the DOD.

4. **Patent, Copyright, Trademark, and Trade Secret Protection:**

   a) The Licensor shall, at its expense, defend, indemnify and hold the DOD harmless from any suit or proceeding which may be brought by a third party against the DOD, its departments, officers or employees for the alleged infringement of any United States patents, copyrights, or trademarks, or for a misappropriation of a United States trade secret arising out of performance of this Agreement (the "Claim"), including all licensed products provided by the Licensor. For the purposes of this Agreement, "indemnify and hold harmless" shall mean the Licensor's specific, exclusive, and limited obligation to (a) pay any judgments, fines, and penalties finally awarded by a court or competent jurisdiction, governmental/administrative body or any settlements reached pursuant to Claim and (b) reimburse the DOD for its reasonable administrative costs or expenses, including without limitation reasonable attorney's fees, it necessarily incurs in handling the Claim. The DOD agrees to give Licensor prompt notice of any such claim of which it learns. The DOD has the sole authority to represent itself in actions brought against the DOD. The DOD may, however, in its sole discretion, delegate to Licensor its right of defense of a Claim and the authority to control any potential settlements thereof. Licensor shall not without the DOD's consent, which shall not be unreasonably withheld, conditioned, or delayed, enter into any settlement agreement which (a) states or implies that the DOD has engaged in any wrongful or improper activity other than the innocent use of the material which is the subject of the Claim, (b) requires the DOD to perform or cease to perform any act or relinquish any right, other than to cease use of

the material which is the subject of the Claim, or (c) requires the DOD to make a payment which Licensor is not obligated by this Agreement to pay on behalf of the DOD. If the DOD delegates such rights to the Licensor, the DOD will cooperate with all reasonable requests of Licensor made in the defense and or settlement of a Claim. In all events, the DOD shall have the right to participate in the defense of any such suit or proceeding through counsel of its own choosing at its own expense and without derogation of Licensor's authority to control the defense and settlement of a Claim. It is expressly agreed by the Licensor that, in the event it requests that the DOD to provide support to the Licensor in defending any such Claim, the Licensor shall reimburse the DOD for all necessary expenses (including attorneys' fees, if such are made necessary by the Licensor's request) incurred by the DOD for such support. If DOD does not delegate to Licensor the authority to control the defense and settlement of a Claim, the Licensor's obligation under this section ceases. If DOD does not delegate the right of defense to Licensor, upon written request from the DOD, the Licensor will, in its sole reasonable discretion, cooperate with DOD in its defense of the suit.

b) The Licensor agrees to exercise reasonable due diligence to prevent claims of infringement on the rights of third parties. The Licensor certifies that, in all respects applicable to this Agreement, it has exercised and will continue to exercise due diligence to ensure that all licensed products provided under this Agreement do not infringe on the patents, copyrights, trademarks, trade secrets or other proprietary interests of any kind which may be held by third parties.

c) If the right of defense of a Claim and the authority to control any potential settlements thereof is delegated to the Licensor, the Licensor shall pay all damages and costs finally awarded therein against the DOD or agreed to by Licensor in any settlement. If information and assistance are furnished by the DOD at the Licensor's written request, it shall be at the Licensor's expense, but the responsibility for such expense shall be only that within the Licensor's written authorization.

d) If, in the Licensor's opinion, the licensed products furnished hereunder are likely to or do become subject to a claim of infringement of a United States patent, copyright, or trademark, or for a misappropriation of trade secret, then without diminishing the Licensor's obligation to satisfy any final award, the Licensor may, at its option and expense, substitute functional equivalents for the alleged infringing licensed products, or, at the Licensor's option and expense, obtain the rights for the DOD to continue the use of such licensed products.

e) If any of the licensed products provided by the Licensor are in such suit or proceeding held to constitute infringement and the use thereof is enjoined, the Licensor shall, at its own expense and at its option, either procure the right to continue use of such infringing products, replace them with non-infringing items, or modify them so that they are no longer infringing.

f) If use of the licensed products is enjoined and the Licensor is unable to do any of the preceding set forth in item (e) above, the Licensor agrees to, upon return of the licensed products, refund to the DOD the license fee paid for the infringing licensed products, pro-rated over a sixty (60) month period from the date of delivery plus any unused prepaid maintenance fees.

g) The obligations of the Licensor under this Section continue without time limit and survive the termination of this Agreement.

h) Notwithstanding the above, the Licensor shall have no obligation under this Section 4 for:

(1) modification of any licensed products provided by the DOD or a third party acting under the direction of the DOD;

(2) any material provided by the DOD to the Licensor and incorporated into, or used to prepare the product;

(3) use of the Software after Licensor recommends discontinuation because of possible or actual infringement and has provided one of the remedy's under (e) or (f) above;

(4) use of the licensed products in other than its specified operating environment;

(5) the combination, operation, or use of the licensed products with other products, services, or deliverables not provided by the Licensor as a system or the combination, operation, or use of the product, service, or deliverable, with any products, data, or apparatus that the Licensor did not provide;

(6) infringement of a non-Licensor product alone;

(7) the DOD's use of the licensed product beyond the scope contemplated by the Agreement; or

(8) the DOD's failure to use corrections or enhancements made available to the DOD by the Licensor at no charge.

i) The obligation to indemnify the DOD, under the terms of this Section, shall be the Licensor's sole and exclusive obligation for the infringement or misappropriation of intellectual property.

5. Virus, Malicious, Mischievous or Destructive Programming:

Licensor warrants that the licensed product as delivered by Licensor does not contain any viruses, worms, Trojan Horses, or other malicious or destructive code to allow unauthorized intrusion upon, disabling of, or erasure of the licensed products (each a "Virus"). However, the licensed products may contain a key limiting use to the scope and quantity of the license(s) granted, and license keys issued by Licensor for temporary use are time-sensitive.

The DOD's exclusive remedy, and Licensor's sole obligation, for any breach of the foregoing warranty shall be for Licensor to (a) replace the licensed products with a copy that does not contain Virus, and (b) if the DOD, has suffered an interruption in the availability of its computer system caused by Virus contained in the licensed product, reimburse the DOD for the actual reasonable cost to remove the Virus and restore the DOD's most recent back up copy of data provided that:

- the licensed products have been installed and used by the DOD in accordance with the Documentation;
- the licensed products has not been modified by any party other than Licensor;
- the DOD has installed and tested, in a test environment which is a mirror image of the production environment, all new releases of the licensed products and has used a generally accepted antivirus software to screen the licensed products prior to installation in its production environment.

Under no circumstances shall Licensor be liable for damages to the DOD for loss of the DOD's data arising from the failure of the licensed products to conform to the warranty stated above.

6. Limitation of Liability: The Licensor's liability to the DOD under this Agreement shall be limited to the greater of (a) the value of any purchase order issued; or (b) $250,000. This limitation does not apply to damages for:

bodily injury;
death;
intentional injury;
damage to real property or tangible personal property for which the Licensor is legally liable; or
Licensor's indemnity of the DoD for patent, copyright, trade secret, or trademark protection.

In no event will the Licensor be liable for consequential, indirect, or incidental damages unless otherwise specified in the Agreement. Licensor will not be liable for damages due to lost records or data.

7. **Termination:** Licensor shall have the right to terminate software licenses for non-payment and require Licensee to cease its use of the software should the Licensee fail to pay Licensor after Licensor provides Licensee with written notice of non-payment and provides Licensee with a reasonable amount of time in which to make payment.

The DOD may terminate this Agreement without cause by giving Licensor thirty (30) calendar days prior written notice (Notice of Termination) whenever the DOD shall determine that such termination is in the best interest of the DOD (Termination for Convenience).

8. **Background Checks:** Upon prior written request by the DOD, Licensor must, at its expense, arrange for a background check for each of its employees, as well as for the employees of its subcontractors, who will have on site access to the DOD's IT facilities. The background check must be conducted prior to initial access by an IT employee and annually thereafter.

Before the DOD will permit an employee access to the DOD's facilities, Licensor must provide written confirmation to the office designated by the agency that the background check has been conducted. If, at any time, it is discovered that an employee has a criminal record that includes a felony or misdemeanor involving terrorist threats, violence, use of a lethal weapon, or breach of trust/fiduciary responsibility; or which raises concerns about building, system, or personal security, or is otherwise job-related, Licensor shall not assign that employee to any DOD facilities, shall remove any access privileges already given to the employee, and shall not permit that employee remote access to DOD facilities or systems, unless the agency consents, in writing, prior to the access being provided. The agency may withhold its consent at its sole discretion. Failure of Licensor to comply with the terms of this paragraph may result in default of Licensor under its contract with the DOD.

9. **Confidentiality**: Each party shall treat the other party's confidential information in the same manner as its own confidential information. The parties must identify in writing what is considered confidential information. Third party users, as defined in Section 23, shall enter into a non-disclosure agreement (NDA) with the Licensor.

10. **Publicity/Advertisement**: The Licensor must obtain DOD approval prior to mentioning the DOD or a DOD agency in an advertisement, endorsement, or any other type of publicity. This includes the use of any trademark or logo.

11. **Territory:** Any Department of Defense (DOD) civilian or military installation or work site in the Continental United States (CONUS) or outside the Continental United States (OCONUS), regardless of where software was acquired.

12. **Backup for User Documentation**: Licensor grants DOD to make a reasonable number of copies for DOD's internal business purposes. DOD is responsible for ensuring that all copyright notices, trademarks and other restrictive legends are maintained on such copies. DOD is also responsible for reporting to Licensor if DOD learns of the misuse or mishandling of User Documentation provided under the contract to DOD personnel, contractors or Government employees.

13. **Transfers and Assignments:** Licensee is authorized to transfer or assign the Software or Licensee's rights in the Software, and such authorization would include sublicensing, assignment or transfer among or between DOD agencies, outsourcers, contractors or Licensee Authorized Users, as defined in Section 23, or authorize any portion of the Software to be copied onto or accessed from another individual's or entity's computer, except as may be explicitly provided in this Agreement.

a. Transfers: In the event that an Authorized User has a valid license under this Agreement and that Authorized User is reorganized or restructured such that its responsibilities and operations are transferred to another Authorized User agency, the agency shall have the right to assign the affected program licenses to a successor.

b. Assignments: Licensee is authorized to assign ownership of licenses when Licensee intends to designate an outsourcer, contractor, DOD Agency or other, as determined, to assume ownership of the license. All

activities by such Assignee shall be subject to the Software Publisher's Software License Agreement as modified herein. Any deviation shall be subject to a separate agreement between Licensor and such Assignee, specifying conditions for the management and maintenance of the Software, which agreement shall not impose any more restrictive covenants than are provided to Licensee in the Software Publisher's Software License Agreement, as modified herein. The assignment of licenses will be without cost to any party involved in the assignment of licenses. It is further understood that Assignee will be responsible for all future software maintenance costs of any assigned licenses.

Licensee shall complete any required Licensor documentation required to facilitate the transfer or assignment of license and continuation of support for the transferee or assignee. All license transfers or assignments will be without cost to the Licensee, provided that the licenses are current with regard to Publisher's annual maintenance, and the Licensee does not re-market or otherwise intend to resell the licenses to be transferred.

It is inherently understood Licensee and the successor transferee or assignee agree to be bound to this Software License Agreement

14. **Functionality Replacement and Extended Support**. If Licensor removes any or all of the material features or functionality to which DOD is being granted access hereunder from the Software without introducing replacement or substitute functionality such that the Software no longer performs its core operations as when initially released and Licensor subsequently offers those features or functionality in a new or different product (whether directly or indirectly or through a third party), then upon request by DOD the License will be deemed to include (i) the portion of those new or different products that contain the original features, or (ii) if those features cannot be separated out, the entire product, or (iii) another reasonable substitute as determined by DOD, will be provided to DOD under the terms of this Agreement at no additional charge to DOD. If the Software provided to DOD is updated as replacement, renamed or re-branded applications or products for any reason, then DOD shall be entitled to the same license to use the replacement, renamed or re-branded product as DOD had with respect to the Software that DOD had immediately prior to such replacement, renaming or re-branding, at no additional charge to DOD so long as (a) the new applications or products are functionally equivalent, at a minimum, and the same conditions of use apply as to the Software and (b) Licensor ceased or has advised DOD that Licensor intends to cease supporting the initial Software while DOD was still purchasing Maintenance and Support for such Software. If the form, fit, or functionality contained in any licensed products acquired hereunder is substantially reduced or if the product is replaced, and/or the Licensor provides the same or substantially similar functionality as a separate or renamed product, then the DOD is entitled to license such software without any additional license requirements or additional maintenance fees. However, throughout the term of this agreement, the Licensor will provide support services for at least a period of one year after the publisher declares an "end-of life" to the software.

15. **Rights of Survivorship of the Agreement**. This Agreement shall survive unto Licensor, its Successor, rights and assigns. The software and agreement terms and conditions as covered under this agreement shall survive this agreement, in perpetuity, notwithstanding the acquisition or merger of Licensor 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.

16. **Audit Responsibilities:** DOD will maintain, and promptly provide to Licensor upon its request, accurate records regarding use of the software by or for the DOD. If the DOD becomes aware of any unauthorized use of all or any part of the software, the DOD will notify Licensor promptly, providing reasonable details. The limit of the DOD's responsibility for any unauthorized use of the software by any individuals employed by or performing services for the DOD is the requirement that it purchase additional licenses for the product through its reseller.

DOD will perform a self-audit upon the request of Licensor, which request may not occur more often than annually, and report any change in user count (hereinafter "True up number"). DOD shall notify Licensor of the True up number no later than 90 calendar days after the request that the DOD perform a self-audit. If the user

count has increased, DOD will make an additional purchase of the product through its reseller, which is equivalent to the additional users.

This paragraph sets out the sole audit right under this contract.

17. **US Government Configuration Baseline.** The Publisher shall comply with the requirements of the US Government Configuration Baseline (USGCB) as specified at http://usgcb.nist.gov to ensure applications are fully functional and operate correctly as intended. The standard installation, operation, maintenance, updates, and/or patching of software shall not alter the configuration settings from the approved USGCB configuration.

a) Applications designed for normal end users shall run in the standard user context without elevated system administration privileges.

b) Publisher shall also certify that any subsequent product/module for the life of the agreement is/are fully functional and operate correctly as intended on systems using USGCB prior to any product/module revisions being made available for Government use. Further, the Publisher shall maintain operability with USGCB standards as they evolve.

c) DOD buyers may require compliance with additional baseline configuration requirements.

18. **Net-Centricity.** The Department of Defense is transforming the way information is managed to accelerate decision-making, improve joint war fighting and create intelligence advantages. To reach this "Net-Centric" state, DOD must exploit advancing technologies that move the enterprise from an application centric to a data-centric paradigm. DOD ESI Contractor partners are encouraged to use the OSD NII DCIO Net-Centric Checklist, located at http://www.defenselink.mil/cionii/docs/NetCentric_Checklist_v2-1-3_.pdf to provide information on the Net-Centric posture of their IT products and services. Software products offered to and purchased by the DOD and Intelligence Community shall be licensed by the software publisher without restriction to information sharing among the DOD and IC in performing their missions.

19. **Section 508 of the Rehabilitation Act Compliance.** All products and services provided under this agreement must meet the applicable accessibility standards at 36 CFR Part 1194 as required by FAR Case 1999-607. General information regarding the Section 508 Act can be found at the web site **www.section508.gov**. The Publisher's Section 508 compliancy information must be readily available at the Publisher's website.

20. **Temporary Use of Software During Times of Conflict and/or Natural Disaster.** As part of Temporary Expeditionary Deployments (TEDs), during the term of this Agreement, DOD may temporarily deploy and install or use on, or access from qualified desktops or servers, a reasonable number of Licensor software products in addition to those previously licensed pursuant to this Agreement at no additional cost ("TED Licenses"). TEDs are limited to deployments away from in-garrison locations (any military post or government office where troops or civilian government personnel are at a permanent location), war games, exercises, real world contingencies, and emergency situations similar to the initiated domestic terrorist attacks of 19 April 1995 (i.e., the Timothy McVeigh Terry Nichols perpetrated 'Oklahoma City Bombing' involving the Alfred P. Murrah Federal Building'); the initiated international terrorist attacks, perpetrated on American soil, on 9/11/2001; and finally, the national inclement weather natural disasters perpetrated by Hurricane(s) Katrina and Rita during the August and September months of Calendar Year 2005, where temporary duty stations (TED's) and continuity of operations (COOP) alternative venues or sites were needed, for a substantial period of time, due to the destruction of federal or U.S. Government facilities, infrastructure, offices and work spaces.

For licenses connected to a DOD network server, on an semi-annual basis, Licensor shall provide an additional temporary license pool equal to the quantity of network versions purchased, which may be accessed during a TED event

For computers not connected to a DOD network server, The Licensor shall provide, on a quarterly basis, a pre-activated temporary (ninety) 90 day single seat network license which can be copied for use on any number of computers.

21. After the TED, or six (6) calendar months, whichever is shorter ("Temporary Use Period"), unless a different time period is agreed to in writing by the Licensor, the DOD will provide a written certification that the TED Licenses have either been removed from service, or payment has been made under this Agreement to purchase additional perpetual licenses equal to the number of TED Licenses not removed from service. DOD agrees to use the TED Licenses in accordance with the terms contained in this Agreement and the applicable version of the Software License Agreement.

22. **Software Asset Management & ISO-IEC 19770:2009 Series:** The Licensor shall comply with ISO 19770:2009 Series Standards for all installable or distributable software products governed by this agreement. If any part of the ISO-IEC 19770:2009 standard is not approved by the ISO International Standards Committee at the time of contract execution, the Licensor shall have 18 months to comply with the standard upon approval by ISO.

23. **Authorized Users:** An Authorized User includes, but is not limited to DOD government employees (military, civilian, reserves, national guard); third party users (contractors, subcontractors, integrators); non-human devices; detailed individuals that are included and accounted for in the DOD in support of DOD missions and those individuals or non-human devices who have access to, use or are tracked by Licensor's programs.

24. **Data Sharing/Transfer:** Data transfer is: Batch Processing, Multiplexing and Flat File Environments. This license provides the DOD all rights concerning data sharing, data access, data transfer and data manipulation for authorized users associated with the DOD missions. The parties agree that as long as one party has a valid license, the transfer of data or the sharing of data is unrestricted. This license also provides for the ability of authorized users to access data from any US-owned datacenter with data owner granted permission and any appropriately licensed non-US owned datacenters. (Reference Paragraph 24, herein)

25. **Data Recovery and Virtualization:** Data Recovery methods include four types of environments: Backup, Failover, Standby, and Remote Mirroring. All types of data recovery servers will not require additional licenses as long as the number of data recovery servers equals the number of primary servers. For virtualized servers, both parties agree that only the primary server must be licensed. It is understood that advanced virtualization functions (soft partitioning including live migration) are incorporated herein by expressed written reference and by this license agreement. Thus, no additional licenses will be required to accommodate future data recovery and virtualization using commercially accepted methods or practices.

26. **Shelf Ware:** It is recognized, that in some instances, DOD may have excess Licensor software licenses that are not currently being used or needed by DOD. These licenses are commonly called Shelf Ware. At DOD's sole discretion, the DOD may transfer any these licenses as described in Section 13 of this document or DOD may terminate the license grant, as it deems necessary. The termination or transfer of licenses may result in a reduced license count and will be deducted from the next annual maintenance payment, in a prorated method. In no event, when a subset of licenses is terminated or if the level of support is reduced, support for the remaining licenses will not change in services or result in any type of fee recalculation.

27. **Finality of Terms:** This agreement and any attachments to this agreement will be the sole document governing the granting of licenses between DOD and Licensor. There shall be no changes to this license agreement unless agreed to by both parties in writing.

27. **Software Titles Incorporated by this License Agreement:** All software titles sold by Licensor will be incorporated into this agreement and any and all other software or software title which may be added through Licensor's in-house development or corporate acquisition. It is the DOD's anticipation this agreement will cover any and all software companies Licensor may purchase in the future.

28. **Use of this Agreement by the DOD:** The parties agree that, if a federal agency implements another contracting vehicle for Licensor's products, and if the licensee is a "Department of Defense Agency", as defined by the 48 Code of Federal Regulations, section 202.101, then, the terms and conditions of this Agreement can apply to any purchase of software products by the DOD, and that the terms and conditions of this Agreement become part of the purchase document without need for further execution. Additionally, should the DOD desire to use this agreement, it will be without remuneration to any party.

Licensor acknowledges and agrees to the terms and conditions of these Software License Agreements which shall supplement, and to the extent a conflict exists, shall supersede and take precedence over the terms and conditions of Licensor's Software License Agreement.

IN WITNESS WHEREOF, Licensor has executed and approved these Software License Agreements as an appendix to Licensor's Software License Agreement on the date indicated below.

Witness:

D/N.I 4-11-13
Signature Date

DANIEL R. ILICEVICH
Printed Name

Secretary
Title

Licensor

COMPUSEARCH SOFTWARE SYSTEMS, INC.
Licensor Name

Virginia A Baxter 4/11/2013
Signature Date

VIRGINIA A BAXTER
Printed Name

Director of Contracts
Title

As a corporate entity, please have either the president or vice president and either the secretary/assistant secretary or treasurer/assistant treasurer of the corporation sign. If any other person has authority to execute contracts, that person may sign, but a copy of the document or documents conferring that authority (such as by-laws or corporate resolution) must be sent with this agreement when returning it to the DOD.

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COMPUSEARCH SOFTWARE SYSTEMS, INC.
End User License Agreement

This End User License Agreement (the "Agreement") is incorporated by reference in each award issued by a government or commercial business entity ("Customer") to Compusearch Software Systems, Inc., ("Compusearch") based on a quotation or proposal from Compusearch that incorporates this Agreement. This Agreement governs Customer's use of Compusearch's software products identified in the award that incorporates this Agreement, including any scripts, hot fixes, upgrades, Service Packs or Enhancement Releases, or PRISM software builds thereto which Compusearch may provide Customer (the "Software"), as well as any related Documentation or technical data.

1.0 DEFINITIONS

For the purposes of this agreement, the following terms shall have the following meanings:

1.1 **"Award"** means the presentation of a purchase agreement or contract to Compusearch; the Customer's acceptance of a bid or proposal from Compusearch.

1.2 **"Business Third Party"** means any third party that requires access to the Software in connection with the operation of the Customer's business, including, but not limited to, customers, distributors, system integrators, and vendors.

1.3 **"Buyer Seat"** means a seat license for those Users authorized to access the licensed Software in order to perform all functionality provided by the Software, including, but not limited to Requisition/Inbox, Milestones, Solicitations/Bids, Contracts, Simplified Acquisitions (Delivery Orders, Purchase Orders, BPA Setup, and BPA Call), and System Administration Modules (Setup, Utilities, and Bypasses) and the capability to perform research and document assembly. This type of User may also have access to setup data such as office addresses, vendors and other information needed. These Users have access to run reports and other utilities as needed. These individuals are the Users utilizing the solicitation (or equivalent) and/or award (or equivalent) modules of the software.

1.4 **"Derivative Works"** means a work based upon one or more of Compusearch's preexisting works, such as its software, images of its software, or its documentation. The documentation or software may be recast, transformed, or adapted. A derivative work may consist of editorial revisions, annotations, elaborations, or other modifications to existing documentation, and/or it may consist of taking screen shots of Compusearch's software and inserting them into documentation.

1.5 **"Documentation"** means Compusearch's Documentation, in any medium, which is delivered to the Customer, including Compusearch's manuals, help files, program listings, data models, flow charts, logic diagrams, functional specifications, instructions, and complete or partial copies of the foregoing.

1.6 **"End User"** means an individual who is authorized, by the purchase of a Buyer or Non-Buyer seat license to use the Software as delineated in this Agreement.

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1.7 **"Non-Buyer Seat"** means a seat license for those users authorized to access the licensed Software solely for the purpose of creating and submitting purchase requisitions (or equivalent); to approve or review purchase requisitions; and/or to record the receipt of goods or services. This type of User does not create or work with solicitations (or equivalent) and/or awards (or equivalent).

1.8 **"Normal Business Hours"** means Monday through Friday, 8:00 AM to 5:00 PM ET, exclusive of Federal Government holidays and the day after Thanksgiving.

1.9 **"Production Instance"** means the PRISM system used to process an organization's daily work—its real time operations, and it is inclusive of the 'live' PRISM instance, the 'ad-hoc' PRISM instance, and the corresponding servers which service this system.

1.10 **"Proposal"** means a written offer from Compusearch which contains specifications, prices, terms and conditions, and warranty arrangements, to a prospective buyer.

1.11 **"Proprietary Information"** means information reasonably identifiable as the confidential and proprietary information of Compusearch or the Customer or their licensors excluding, any information which: (a) is or becomes publicly available through no act or failure of the other party; or (b) was or is rightfully acquired by the other party from a source other than the disclosing party prior to receipt from the disclosing party; or (c) becomes independently available to the other party as a matter of right.

1.12 **"Seats"** means the total of all Buyer Seats and Non-Buyer Seats licensed by the Customer.

1.13 **"Service Pack"** means a collection of updates, fixes and/or enhancements to the Software delivered in the form of a single installable package.

1.14 **"Release"** means each issuance of the Software, excluding Third Party Database and Third Party Software, identified by the numerals to the left of the decimal point (e.g., 6.0, 7.0).

1.15 **"Software"** means (i) all software developed by Compusearch or its licensors and delivered to the Customer hereunder inclusive of object code versions; (ii) any Releases, Versions, or Service Packs of the Software as contemplated by this License; and (iii) any complete or partial copies of the foregoing. "Software" includes Third Party Software (except where otherwise stated in this Agreement) but does not include Third Party Databases.

1.16 **"Subscription License"** means a type of license in which the End User receives the right to use the Software for a specific period of time.

1.17 **"Third Party Software"** means third-party proprietary Software licensed through Compusearch to the Customer.

1.18 **"Use"** means to load, execute, access, employ, utilize, store, or display the Software.

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1.19 **"Version"** means each issuance of the Software, excluding Third Party Software, identified by the numeral to the right of the decimal point (6.**0**).

1.20 **"Warranty Period"** means the time during which the Limited Warranty provided under this Agreement shall be in effect.

2.0 LICENSE GRANT

2.1 Compusearch hereby grants to the Customer, subject to the terms and conditions of this Agreement, **[**a perpetual, non-exclusive, non-transferable license**]** **-OR-** **[**a term-based, non-exclusive, non-transferable subscription**]** to use the Software in connection with Customer's business operations.

2.2 If Customer is procuring the Software for purposes of sub-licensing it to other End Users, this Agreement permits Customer to install one production copy of the Software on behalf of the End User identified in the Proposal, in accordance with the terms of the Proposal and any contract between Customer and Compusearch regarding the installation or integration of the Software for such End User.

2.3 Customer is responsible for ensuring that all Users provided access to the software by Customer (other than Compusearch employees, consultants, or agents), shall use the Software only in accordance with the terms of this Agreement.

2.4 This license does not permit the Customer to: (i) Use the Software, or Third Party Software for a service bureau application (unless Customer operates a Government Center of Excellence and acquires the Software pursuant to Compusearch's GSA Schedule Center of Excellence pricing); or (ii) sublicense, or rent the Software or Third Party Software except as specifically authorized by this Agreement. Use of Third Party Software products is limited solely to use in connection with Compusearch products and the data related specifically to the bundled products.

2.5 Customer may provide Business Third Parties with access to the Software provided: (i) each Business Third Party first executes a non-disclosure agreement provided by Compusearch; (ii) all Business Third Parties accessing the Software shall be licensed as Users; (iii) in no circumstances shall Business Third Parties use the Software to operate or manage the business of such Business Third Parties; and, (iv) such use shall not constitute an unauthorized exportation of any Compusearch Proprietary Information under U.S. Government laws and regulations.

During Normal Business Hours and at any time during which the Software, Documentation, Third-Party Software, or Compusearch Proprietary Information are being utilized, Compusearch, or its authorized representative or licensors, shall have the right upon reasonable advance notice to audit and inspect the Customer's utilization of such items, in order to verify compliance with the terms of this Agreement. If Compusearch Proprietary Information is given to Business Third Parties pursuant to this Agreement, the Customer shall secure the right for Compusearch to audit such Business Third Party as specified in this Paragraph.

2.6 In the event the Customer terminates any award for Software prior to acceptance or

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payment for the Ordering Activity's convenience or for cause, the Customer shall immediately cease use of all Software, Documentation and any other ordered products and shall irretrievably delete and/or remove such items from all computer hardware and storage media. Within thirty days after any termination, the Customer shall deliver to Compusearch at Customer expense or destroy all copies of the Software, Documentation and any other ordered products in every form. An authorized representative of the Customer shall certify in writing to Compusearch that it has performed the foregoing.

2.7 The Customer acknowledges that ownership of and title in and to all intellectual property rights, including patent, trademark, service mark, copyright, and trade secret rights, in the Software, Documentation and any Compusearch Proprietary Information provided to Customer are and shall remain in Compusearch and its licensors. The Customer acquires only the right to use the Software, Documentation, and Compusearch Proprietary Information according to the terms of this Agreement.

2.8 The Customer shall not copy, translate, disassemble, or decompile, nor create or attempt to create, by reverse engineering or otherwise, the source code from the object code of the Software. Notwithstanding the foregoing, Customer may make one (1) copy of the Software solely for back-up purposes.

2.9 The Customer agrees to insert in all copies of the Software as modified all copyright, trade secret, or other notices thereon or therein as Compusearch may from time to time direct.

2.10 The Customer agrees that any and all ideas, concepts, or other intellectual property rights related in any way to the techniques, knowledge or processes of services provided by Compusearch relating to the Software license(s) purchased pursuant to this Agreement are the exclusive property of Compusearch. Compusearch shall have the sole and exclusive right, title and ownership to such intellectual property.

2.11 Customer shall not develop any modification to the Software without Compusearch's express, written consent. Should Compusearch agree to such modification, the Customer shall have all rights, title, and interest in such modification subject to Compusearch's rights in the Software. The Customer agrees that such modification will be used solely in connection with Customer operations, and that such modification will not be marketed, licensed or sublicensed, sold, assigned, or otherwise transferred or made available to any third party or other entity, without the express prior written consent of Compusearch, which consent shall be within the sole discretion of Compusearch. The Customer agrees to offer Compusearch the right to negotiate a license to or assignment of such modification and, if Compusearch elects, in its sole discretion, to pursue a license or assignment, the parties shall negotiate in good faith a mutually agreeable license or other arrangement for such rights. In the event the parties cannot agree to a mutually agreeable license or other arrangement for such rights, the Customer may continue to use the modification as permitted by this Agreement. Compusearch shall have no liability based upon any Customer modification to the Software, including but not limited to liability based on violations of intellectual property rights, degradation of Software performance, or any increases in the cost of Software Maintenance.

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Compusearch shall have no obligation to maintain or support any Customer modification, and reserves the right to increase its Maintenance price to Customer or terminate this Agreement upon ten (10) days prior written notice to Customer based on the Customer's use of a modification in connection with the Software. In the event of termination by Compusearch, Customer shall be entitled to a pro-rata refund of any paid but unused Maintenance charges but shall not be entitled to any refund of license fees.

Restrictions. Customer may not rent, lease, assign, loan, or otherwise transfer the Software. Customer may not reverse engineer, decompile, or disassemble the Software, except to the extent the foregoing restriction is expressly prohibited by applicable law. Customer may not download, export, or re-export the Software in violation of applicable law, including export control law.

2.12 In the event Compusearch develops either independently, or jointly with the Customer, any modification to the licensed Software, such modification will be the exclusive property of Compusearch, and licensed to the Customer under the applicable license terms of the GSA schedule; however, the Customer shall receive such limited data rights to such modifications as defined under the schedule contract.

2.13 Should Customer choose to license the Software via a Subscription License, such license shall include both the Software and associated maintenance for the Software being licensed. If, however, at any time during the term of the Subscription the Customer terminates the lease, use of the software by the Customer shall cease on the effective date of the termination. Notice of termination shall be in writing, thirty (30) calendar days in advance. Upon termination of the lease, or at the end of the term of the Subscription, all software shall be removed from the Customer's servers, and the Customer shall certify to Compusearch in writing that the aforementioned actions have been taken.

2.14 Purchase of either a perpetual license or a subscription pricing plan to Compusearch's software hereby entitles Customer to make screen shots of, and to prepare instructional materials regarding Compusearch's software ("Instructional Materials") solely for the use of the Customer, and such Business Third Parties who are authorized by the Customer in writing. Such authorization shall be subject to the restrictions contained in this paragraph, to use or make screen shots and Instructional Materials that will be used by the Customer and its authorized Business Third Parties solely in the performance of the Customer's work. Under no circumstances shall the Customer use or develop screen shots or Instructional Materials for commercial purposes, nor shall it sell, license, copy or distribute the same to any third party except as expressly permitted by this paragraph. The restrictions contained in this paragraph on the use, licensing, sale and development of screen shots and Instructional Materials shall be incorporated into any contract between the Customer and its authorized Business Third Parties. The license granted herein shall only apply to the creation and modification of documentation in the form of screen shots and other Instructional Materials, and shall in no event authorize the Customer or any Business Third Party to modify Compusearch's software or to prepare any derivative works therefrom. As a condition of this license, all copyrights in any Instructional Materials that incorporate screen shots of

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Compusearch's software shall be assigned to, and owned by Compusearch. Compusearch's trademarks, copyrights and service marks shall remain the sole property of Compusearch, and no rights therein are conveyed by this agreement. Any screen shots and Instructional Materials created by Customer or any Business Third Party shall contain the following legend which shall be prominently displayed on the cover page or electronic equivalent:

"This material was prepared by _____ (name of author) who bears sole responsibility for its contents. The software manufacturer, Compusearch Software Systems, Inc., has not prepared or reviewed this material, and disclaims all liability for its contents."

3.0 Copyright. The Software is owned by Compusearch and its suppliers or licensors and is protected by United States copyright laws and international treaty provisions. Customer may not use, copy, or distribute the Software or any screenshots of the Software without authorization. Customer may make one copy of the Software solely for backup or archival purposes, and a backup copy in case of a disaster, provided that Customer reproduces and includes on such copy the U.S. Government Rights in Technical Data and Computer Software Legend (see below) and the following copyright notice: "© Compusearch 2010. Unpublished – rights reserved under the Copyright Laws of the United States." Customer may not, without written consent from Compusearch, copy the Documentation or technical data accompanying the Software, or print copies of any such Documentation or technical data provided in "online" or electronic form.

4.0 U.S. Government Rights in Technical Data and Computer Software Legend. If Customer is a government agency or entity, Customer agrees as a condition for this license to claim no more than "limited rights" in any Documentation or technical data related to the Software and no more than "restricted rights" in the Software. If Customer is a private party or other non-government entity that does business with a government agency or entity, Customer agrees as a condition for this license to take all steps necessary to ensure that no government agency or entity obtains more than "limited rights" in Documentation or technical data related to the Software or "restricted rights" in the Software. The terms "limited rights" and "restricted rights" are defined in 48 C.F.R. 52.227-14(a). Contractor/licensor is Compusearch Software Systems, Inc., 21251 Ridgetop Circle Suite 100, Dulles, VA 20166.

5.0 Limited Warranty. Limited Warranty. Compusearch warrants that the media on which the Software is furnished will be free from defects in materials and workmanship under normal use for a period of thirty (30) days from the date of receipt ("Warranty Period"). This limited warranty is void if defects resulted from accident or abuse of the media. Compusearch's entire liability and Customer's exclusive remedy under this warranty will be replacement of the defective media that does not meet Compusearch's limited warranty and that is returned to Compusearch or a Compusearch's authorized representative within thirty (30) days after the expiration of the Warranty Period, or excess reprocurement costs in the event of a termination for cause. If Compusearch is unable to replace the defective media, Customer may terminate this Agreement by returning the Software, and Compusearch will promptly refund the license fee paid in connection with such Software. Any replacement Software will be warranted for a period or thirty (30) days. THIS WARRANTY GIVES CUSTOMER SPECIFIC LEGAL RIGHTS. CUSTOMER MAY HAVE OTHERS THAT

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VARY FROM STATE TO STATE. Any databases or other data products licensed by Compusearch (including, but not limited to, databases of Federal Acquisition Regulations and contract clauses) are furnished "as is" with no representation or warranty that such databases are accurate, complete or current.

6.0 Customer agrees to comply with all applicable U.S. export control laws in connection with its use and any transmission of the Software and Documentation.

7.0 This Section only applies if the Customer is a commercial business entity. This Agreement is governed by the laws of the United States and the Commonwealth of Virginia, without reference to conflict of laws principles. Any disputes arising out of this Agreement will be subject to the exclusive jurisdiction of the federal and state courts located within the Commonwealth of Virginia, and Customer and Compusearch each hereby consent to the personal jurisdiction of such courts and to venue in such courts. Neither party's failure or delay in exercising any of its rights will constitute a waiver of such rights unless expressly waived in writing. This Agreement may not be assigned by either party by any means, including without limitation, by operation of law or merger, without the prior written consent of the other party. Any attempted assignment of this Agreement in violation of this Section shall be void. This Agreement may not be amended except by written agreement signed by authorized representatives of both parties.

8.0 Proprietary Information. The receiving party agrees to use the disclosing party's Proprietary Information solely for the purpose of performing the work described in a proposal submitted to Customer by Compusearch, and to protect such Proprietary Information using at least the same degree of care that it uses to protect its own confidential and proprietary information, but in no event less than reasonable care. The receiving party agrees not to disclose, publish or disseminate Proprietary Information to anyone other than those of its employees and consultants who have a need to know in order to accomplish the work described in Compusearch's proposal. Except as expressly set forth herein, no license or other rights to Proprietary Information are granted or implied hereby and the disclosing party retains all of its rights therein. All Proprietary Information shall be marked as such and is provided "AS IS" without any warranty, express or implied or otherwise, regarding its accuracy or performance. The Section **8.0** shall survive any termination or expiration of this Agreement. Either party may demand the prompt return or destruction (and certification of such destruction) of is Proprietary Information by the other party at any time during the performance of this Agreement. In the event of any conflict between this Section **8.0** and any data rights clause included in any contract between Compusearch and a U.S. Government customer, the data rights clause shall prevail.

9.0 Maintenance. Software maintenance does not include maintenance for Third Party Software, nor does it cover the creation of Data Manipulation scripts. By purchasing Compusearch's Maintenance, the Customer will receive all Software Versions and Service Packs (but not Releases) that Compusearch issues during the subscription period as well as telephone and help desk support during Normal Business Hours. The foregoing shall not obligate Compusearch to issue Versions or Service Packs. In the event that the Customer discontinues Compusearch's Maintenance, and then decides to obtain such service in any subsequent year, the Customer must pay Compusearch for the then-current Maintenance period and also the Maintenance service charge for each prior year in which the Customer failed to order Maintenance service from Compusearch.

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PRISM SOFTWARE MAINTENANCE PLAN

Software Maintenance

Compusearch provides ongoing maintenance and support to its PRISM customers through our PRISM Annual Maintenance Subscription service. Through this Subscription service, a customer will receive new COTS enhancements, product upgrades, and software fixes for the PRISM software product. The Subscription service also provides the customer access to the PRISM Service Desk to ask questions concerning PRISM functionality and notify Compusearch of potential PRISM software issues.

PRISM Service Desk

Compusearch provides telephone and email support to our customers through the PRISM Service Desk. The Service Desk is staffed Monday through Friday, from 8:00 a.m. to 5:00 p.m. EST, except Government holidays and the day after Thanksgiving. Customers can reach the PRISM support Help Desk by calling 1-800-899-6665 or via email at support@compusearch.com. Support hours for users of Compusearch's FedConnect Vendor/Grantee portal are 8:00am to 8:00pm EST.

Calls and emails from customers are formally logged into Compusearch's customer inquiry system and assigned to a Compusearch Support Representative. Inquiries from customers will be addressed in order of receipt and priority assigned to the request by Compusearch.

PRISM Software Support

Designated Points of Contact. The Compusearch Service Desk is the designated point of contact concerning software problems notification or information request/dissemination.

Acknowledgement of Receipt of Problem. Users who contact Compusearch via email (support@compusearch.com) will receive an acknowledgement of the email within one (1) hour. Users who call support (800-899-6665) will have their calls answered by a live technician or logged into the Service Desk voice mail system. If the call is routed to our voice mail system, a Service Desk ticket will be automatically generated and assigned to the next available support engineer.

Each ticket received by the Service Desk will be triaged and assigned a severity rating. Compusearch makes commercially reasonable efforts to meet the following response times (the time from ticket entry to when support engineer begins to work the issue):

Severity 1 – 30 minutes

Severity 2 – 1 business hour

Severity 3 – 2 business hours

Severity 4 – 1 business day

Severity 5 – 3 business days

Service Desk Incident Tracking System. All incidents received by the Service Desk will be logged with the following information:

- Name, email and phone number of the caller
- Agency code
- Date and time of the call
- Description of the problem

In addition to the information gathered by the Service Desk when the call was received, the following information will be tracked and reported on each call or email request:

- Identification of Compusearch support staff assigned to resolve the problem
- Description of the resolution
- Date and time of the resolution

Service Desk Support Duration. Service Desk support commences upon execution of the maintenance subscription agreement and will remain in place for the duration of the contracted period of performance for email and telephone support.

Status Reporting. Users will be updated on an ongoing basis with status information for all fatal and critical production PRISM issues requiring further analysis.

FAR and Agency Supplement Updates. FAR updates will be provided twenty (20) business days from the date of publication in the FAR FAC in which the change(s) first appear. Agency Supplement changes will be provided within twenty (20) business days of Compusearch's receipt of the Agency's written notification of said changes.

Corrections to Software Defects

The Compusearch Service Desk will analyze each user agency ticket and provide functional support to the user. In some cases, a software defect will be discovered through the ticket analysis process. If this occurs, the Compusearch Service Desk will log a Software Change Request (SCR) in our Software Call Tracking System for further analysis and potential code fix. Each week, Compusearch's PRISM Change Control Board (CCB) will review all new reported SCRs and give them each a priority rating. (SCRs needed to address customer "production down" issues receive immediate attention and do not wait for the weekly CCB meeting.) The following table defines these ratings:

Priority	Definition
P0	Rapid Response Issue defined as a work stoppage issue with no work around that affects all users using a core business function • Loss of core business function – AND – • No work around – AND – • Affects all users using the problematic area – AND – • Consistently repeatable
P1	• Core business function – AND – • Not working as designed – AND – • Difficult workaround that requires intervention from another user/group – AND –

	• Affects all users using the problematic area – AND – • Consistently repeatable
P2	• Impeded non-core business function with no work around and that is consistently repeatable – OR – • Core business function with a viable workaround – OR – • Core business function that is not often repeatable – OR – • Core business function that is working as designed but may be problematic to the user
P3	The P3 priority rating applies when the issue impedes: • A non-core business function with difficult work around or not often repeatable – OR – • Core business function that is not repeatable
P4	Impeded non-core business function with viable work around

Compusearch will develop and deliver solutions to address SCRs as described below.

Software Updates and Upgrades

Under the PRISM Annual Maintenance Subscription service, Compusearch will provide new PRISM software enhancements, software changes needed to address certain regulatory requirements, and software fixes to our customers. We will provide these changes through a variety of mechanisms, including PRISM Enhancement Releases, Service Packs, Hot Fixes and other mechanisms. Should a customer require Compusearch professional staff support to assist with the on-site installation and testing of new software releases and updates, such assistance is available from Compusearch on a time and materials or other negotiated basis.

The following are the types of PRISM releases made available through our software maintenance program:

PRISM Enhancement Releases

Enhancement releases, also referred to as ".x" (read: dot x), contain changes that might affect the general user experience, such as:

- New COTS enhancements developed by Compusearch;
- Customer-funded enhancements that are being merged into PRISM COTS and become part of the supported PRISM product;
- Regulatory changes requiring PRISM enhancements or changes (such as GSA Integrated Acquisition Environment (IAE) initiatives and SF form changes);
- Software fixes developed by Compusearch to address user experience issues reported by customers; and/or,
- Some P2, P3 and/or P4 issues that Compusearch elects to include in the release.

One or two enhancement releases are typically provided by Compusearch each year. An enhancement release will include service packs for the prior PRISM release version up to a date prior to general release of the enhancement release.

Service Packs

Service Packs will primarily contain critical fixes that are rated P0 or P1. Service packs will be released approximately every six to eight weeks. Small P2 or P3 issues that are resolved while fixing a P0 or P1 may be included in a PRISM Service Pack.

Service Packs will contain only those critical fixes that do not affect the online user experience. PRISM Service packs are available for download on the Compusearch website.

Hot Fixes

In the event that a P0 issue is reported that affects all customers, Compusearch may at its own discretion release a hot fix to a service pack or enhancement release. Hot fixes will only be for issues that are rated as a P0 and affect a key process in committing or obligating money in PRISM.

If more than one hot fix is released for a specific service pack or enhancement release, then the new hot fix will be cumulative. For example, the second hot fix will include the first hot fix.

In accordance with standard software practices, if a fix for an issue is available in a later service pack, the agency will migrate to the service pack that contains the fix. By focusing the content of all service packs on critical issues and excluding functional user experience changes, adopting service packs should be a low-risk process for every agency. If an agency wants a fix sooner than its scheduled release in a service pack or enhancement release, these fixes will be performed at a cost to the agency. If the agency pays for the fix, then the fix may be released as a hot fix.

COTS hot fixes will be available on the Compusearch website. A PRISM alert, for those registered on our LISTSERV, will notify users when a COTS hot fix is required and when the hot fix is available.

Agency Specific PRISM Branch

When an agency orders a new customization or pays to have specific fixes included in a PRISM version, Compusearch will create a new, temporary branch of the PRISM code for that customer and will make the changes to that version of PRISM. Once the changes are ready for release to the customer, the agency specific branch will be provided to the customer. The customer agency will be able to test the changes for software acceptance. Once the agency accepts the changes, the agency specific branch will be scheduled for inclusion in the next PRISM enhancement release. The agency specific branch will not be folded into a service pack. Until the agency specific branch is merged into the enhancement release, the agency cannot install any service packs. Once migrated to the PRISM enhancement release, the customer agency will then be back on the COTS PRISM code base and then may install service packs or hot fixes to the new code base. Customer agencies should plan to move to the next available enhancement release as soon as practical to enable them to receive service packs and hot fixes as needed.

Agencies that are operating on an agency-specific branch will be eligible to receive hot fixes that address P0 issues in their production environments. Service packs and non-critical fixes will be available once the customer returns to the COTS line.

Terminating the PRISM Annual Maintenance Subscription

After PRISM has been installed and training implemented, an approach for supporting continued maintenance must be in place which outlines a comprehensive approach to addressing the long term support requirements of the particular agency's installation.

Upon exercising an Option Year, the customer will receive from Compusearch a cost quote for continued maintenance support.

In the event that a Customer discontinues its PRISM Software Maintenance subscription, and subsequently decides to renew its maintenance subscription at a later date, the Customer shall certify to Compusearch, in writing, that no changes to the PRISM source code have been made by customer, and shall pay Compusearch for both the renewal Maintenance period and also the for the prior "lapsed" maintenance period(s).

De-Supporting our Software Products

Similar to the standard practices of other commercial software companies, when Compusearch releases a new version of our software, we announce a de-support date for older versions of our software. We will post the announcement on the Compusearch client portal at http://customersupport.compusearch.com/support/login.asp and we will send an automated email to our customer contacts. Our policy is that we will de-support an older version of our software eighteen (18) months subsequent to the release of the newer version. De-supporting an older version of our product means that we will not be releasing any service packs for that version subsequent to the de-support date, nor will help desk support or bug fixes be provided for the de-supported software version.

Should the customer agency choose to remain on a de-supported version of PRISM, Compusearch will provide support requested by the agency on a Time and Materials or other negotiated basis.

By continuing to pay maintenance, the agency will receive, when it is ready to move to a newer version of the software, the service packs which were issued for that newer version of the software from the time it was released to the time the agency decides to upgrade.