

End User License Agreement (EULA) for Permuta Applications (On-Prem or IaaS)

DefenseReady / FederalReady License Types	Power User	Light User	Blended User	Quantity
Operating System Environment Licenses				[Entry Qty]
DefenseReady/FederalReady User Client Access Licenses	[Entry Qty]	[Entry Qty]	[Entry Qty]	
Learning Management System Licenses	[Entry Qty]	[Entry Qty]	[Entry Qty]	
Workstation Licenses	[Entry Qty]	[Entry Qty]	[Entry Qty]	
Financial Management Licenses	[Entry Qty]	[Entry Qty]	[Entry Qty]	
Airborne Licenses	[Entry Qty]	[Entry Qty]	[Entry Qty]	
Survey Management Licenses	[Entry Qty]	[Entry Qty]	[Entry Qty]	
IaaS Cloud Instances				[Entry Qty]

Enrollment For Software Subscription License Expiration Date: [Enter Software Subscription Expiration Date Here]

Permuta Technologies Inc.'s ("Permuta") DefenseReady or FederalReady version 9.0 Subscription software or higher and all of its component applications and any of its unified solution software requires software from Microsoft Corporation ("Microsoft."). All Microsoft required software must be purchased separately and Microsoft Licenses are not bundled or embedded with software from Permuta.

These license terms are an agreement ("Agreement") between Permuta, the licensor of Permuta software and you, both as an individual and as an entity (references to "you" refer to the Ordering Activity under GSA Schedule contracts identified in the Order). The terms of the Agreement apply to the software named above, which includes the media on which you received it, if any. The terms also apply to any software updates, supplements, and Internet-based services for this Software, unless other terms accompany those items. If so, those terms apply.

You shall be responsible for ensuring compliance with all additional third-party license terms not specifically covered by this agreement.

The Software provided to you pursuant to this Agreement is licensed to you, not sold to you. By executing a written order for the Software, you accept these terms irrespective of whether you obtained your Software license through Permuta, a prime contractor or any other third party. If you do not accept these terms, you are not authorized to use the Software. Read the terms of this Agreement carefully before installing or using the Software. These terms supersede any electronic terms which may be contained within the Software. If any of the terms contained within the Software conflict with these terms, these terms will control.

1. OVERVIEW.

- a. Software. The Software may include
 - i. Server software for On-Premise applications and Infrastructure as a Service (“IaaS” or “Cloud”) hosting on a customer approved environment.
 - ii. Additional software that may only be used with the server software directly, or indirectly through other additional software.
- b. License Model. The Software is licensed based on
 - i. The number of operating system environments that you run; and
 - ii. the number of instances of server software that you run; and
 - iii. the number of users that access instances of server software.
- c. License Terms for Use with Virtual Server and Other Similar Technologies.
 - i. Instance. You create an “instance” of Software by executing the Software’s setup or install procedure. You also create an instance of Software by duplicating an existing instance. References to Software in this agreement include “instances” of the Software.
 - ii. Run an Instance. You “run an instance” of Software by loading it into memory and executing one or more of its instructions. Once running, an instance is considered to be running (whether or not its instructions continue to execute) until it is removed from memory.
 - iii. Operating System Environment. An “operating system environment” is all or part of an operating system instance, or all or part of a virtual (or otherwise emulated) operating system instance which enables separate machine identity (primary computer name or similar unique identifier) or separate administrative rights, and instances of applications, if any, configured to run on the operating system instance or parts identified above.

There are two types of operating system environments, physical and virtual. A physical operating system environment is configured to run directly on a physical hardware system On-Premise or in a hosted Cloud instance (Cloud). A virtual operating system environment is configured to run on a virtual (or otherwise emulated) hardware system On-Premise or in the Cloud. A physical hardware system can have either or both of the following:

 - one physical operating system environment
 - one or more virtual operating system environments
 - iv. Server. A server is a physical hardware system capable of running server Software. A hardware partition or blade is considered to be a separate physical hardware system. For the purposes of these terms, a server may be owned and managed by you (“your server”) or be fully physically dedicated to you under the day-to-day management and control of a third-party entity (e.g., Outsourcing Company).
 - v. Assigning a License. To assign a license means simply to designate that license to one server or user.

2. USE RIGHTS.

- a. Assigning the License to the Server.
 - i. Before you run any instance of the server software under a Software license, you must assign that license to one of your servers. That server is the licensed server for that particular license. You may assign other Software licenses to the same server, but you may not assign the same license to more than one server.¹
 - ii. You may reassign a Software license, but not within 90 days of the last assignment. You may reassign a Software license sooner if you retire the licensed server due to permanent hardware failure or replacement. If you reassign a license, the server to which you reassign the license becomes the new licensed server for that license.
- b. Running Instances of the Server Software. You may run, one instance of the server software in one physical or virtual operating system environment on the licensed server.
- c. Creating and Storing Instances on Your Servers or Storage Media. You have the additional rights below for each Software

¹ See Permuta Terms & Conditions

license you acquire.

- i. You may create any number of paid, licensed production instances of the server software, only after the Base Pack Operating System license has been licensed.¹
- ii. You may store instances of the server software and on any of your servers or storage media.
- iii. You may create and store instances of the server software solely to exercise your right to run instances of the server software under any of your Software licenses as described (e.g., you may not distribute instances to third parties).
- iv. Assigning a License. To assign a license means simply to designate that license to one server or user.

3. ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS.

- a. Operating System Environment Base Pack Subscription Software and Support Credits.
- b. Client Access Licenses (CALs).
 - i. You must acquire and assign the appropriate CAL to each device or user that accesses your instances of the server software directly or indirectly. A hardware partition or blade is considered to be a separate device.
 - You do not need user CALs for any of your servers licensed to run instances of the server software, user CALs are explained below.
 - ii. Categories of User CALs. There are several categories of CALs: the Power User CAL, the Light User CAL and the Blended User CALs apply to the main applications that are purchased separately, but are also included in the *DefenseReady* or *FederalReady* Suite. Some applications are sold separately that require their own user CALs.
 - iii. The Power User CAL allows users full access to components of the Suite, or the full Suite at all levels (Administrative to End User/Light User). This does not include CALs to the Learning Management System ("LMS"), Airborne, Financial Management, Workstation, and Survey Management which have their own CALs. Power User licenses provide users full read and full write capabilities to all the licensed solution functionality through all modes of access.
 - This does not include CALs to LMS, Airborne, Financial Management, Workstation, and Survey Management which have their own CALs.
 - iv. The Light User CAL allows users limited access to components of the Suite. Light User licenses provide users read, but limited write, capabilities to all of the licensed solution functionality through any and all modes of access. The Light User license is designed to give customers a lower-cost alternative for users who only require limited access to Permuta applications. Furthermore, Light users have read access to data contained in the solution through any client accessing the application. Write access, for Light Users, is available to a maximum of fifteen (15) application tables.
 - This does not include CALs to LMS, Airborne, Financial Management, Workstation, and Survey Management which have their own CALs.
 - v. The Blended User CAL allows an enterprise full CAL coverage access to components of the Suite, or the full Suite at all levels (Administrative to End User/Light User). As a Blended User CAL customer, you agree that only 10% of your organization will have Power Users and the other 90% will be Light Users.
 - Each CAL permits one user, using any device, to access instances of the software on your licensed servers in your licensed environment.
 - This does not include CALs to LMS, Airborne, Financial Management, Workstation, and Survey Management which have their own CALs.
 - vi. Reassignment of CALs. You may permanently reassign your user CAL from one user to another only when a position is permanently vacated and replaced by another user. (Permuta Software is only licensed in a named user model, not a concurrent user model).
- c. Multiplexing. Hardware or software you use to
 - Pool connections,
 - Reroute information, or

¹ See Permuta Terms & Conditions

- Reduce the number of devices or users that directly access or use the software (sometimes referred to as “multiplexing” or “pooling”), does not reduce the number of licenses of any type that you need. Any users extracting data from Permuta software require a Client Access License, the attempt to reduce licenses through the use of “portal” is not permitted for On-Premise or IaaS Cloud users, unless approved by Permuta with written authorization.

- d. **No Separation of Server Software.** You may not separate the server software for use in more than one operating system environment under a single license, unless expressly permitted by Permuta. This applies even if the operating system environments are on the same physical hardware system On-Premise or hosted in an IaaS Cloud environment.
- e. **Additional Functionality.** Permuta or Microsoft may provide additional functionality for the Software. Other license terms and fees may apply.

4. **SCOPE OF LICENSE.** Subject to your continuing obligation for compliance with the terms set forth herein, including without limitation the payment of any and all applicable license fees, Permuta hereby grants to you a limited, nonexclusive, non-transferable, non-assignable license to use the Software during the term of your license only as expressly authorized in this Agreement. By using the Software, you acknowledge and agree that the Software is licensed, not sold, that all Software and accompanying documentation are proprietary to Permuta, Microsoft, and possible Third-Party Software are protected under copyright and other intellectual property laws and international treaties. You further acknowledge and agree that, as between you and Permuta, Permuta owns and its third party licensors own and shall continue to own all right, title and interest to the Software and accompanying Documentation, including any associated intellectual property rights. Except for the limited license granted herein, this Agreement does not grant you any ownership or other right or interest in the Software, whether by estoppel, implication or otherwise. When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, Permuta shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer. You must comply with any technical limitations in the Software that only allow you to use it in certain ways. You may not:

- work around any technical limitations in the Software;
- reverse engineer, decompile or disassemble the Software, except and only to the extent that applicable law expressly permits, despite this limitation;
- make more copies of the Software than specified in this agreement or allowed by applicable law, despite this limitation;
- publish the Software for others to copy;
- rent, lease or lend the software; or
- use the Software for commercial software hosting services.

Rights to access the Software on any device do not give you any right to implement Permuta patents or other Permuta intellectual property in Software or devices that access that device.

- 5. **UPGRADES:** As a Subscription Licensed Customer, you will be entitled to upgrade to all current versions of Permuta products inside of the subscription enrollment entitlement period.
- 6. **BACKUP COPY.** You may make one backup copy of the Software media in a non-production environment, in order, to create licensed instances of the Software.
- 7. **DOCUMENTATION AND USAGE.** Any person that has valid access to your computer or internal network may copy and use the documentation for your internal, reference purposes. By using the Software, you acknowledge and agree that Permuta may use limited amounts of technical data and information (for example, but not limited to, information concerning your device, system, application software and peripherals) to facilitate the provision of Software updates, product support and other services (if any) attributable or related to the Software. Permuta may use this information, as long as, it is in a form that does not personally identify you in order to operate, improve, provide and develop other services, products and/or technologies, for research and development and for any other purpose expressly described to you as a part of Permuta’s products and services.
- 8. **SOFTWARE PRODUCT SUPPORT.** Access to Software Product Support is available under separate Terms and Conditions of Permuta’s Customer Support Program.²

² See attached Terms and Conditions of Permuta's Customer Support Plan

9. **FEEDBACK.** In the event that you provide any feedback, ideas, materials, suggestions, opinions, information or any other input to Permuta ("Feedback"), you acknowledge and agree that, while Permuta is under no obligation to consider or implement any such Feedback, Permuta and its successors and assigns receive an unconditional and unlimited right to use, reproduce, modify and disclose to others any such Feedback without any obligation to provide you with compensation or attribution. Further, you acknowledge and agree that any and all such Feedback is provided by you on a non-confidential basis and you waive and agree not to assert any rights (potential or vested) that you may have in the Feedback. Permuta acknowledges that the ability to use this Agreement and any Feedback provided as a result of this Agreement in advertising is limited by GSAR 552.203-71.
10. **EXPORT RESTRICTIONS.** The Software is subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the Software. These laws include restrictions on destinations, end users and end use.
11. **ENTIRE AGREEMENT.** This agreement and the terms for supplements, updates, and Internet-based services that you use, are the entire agreement for the Software.
12. **LEGAL EFFECT.** This agreement describes certain legal rights. You may have other rights under the laws of your state or country. This agreement does not change your rights under the laws of your state or country if the laws of your state or country do not permit it to do so.
13. **AMENDMENT.** Permuta reserves the right at its sole discretion to non-materially amend this Agreement from time to time. We encourage you to review the Agreement as often as possible to ensure your continued compliance with the terms thereof. In the event that any terms of this Agreement conflict with any amended terms, the most recent version of this Agreement shall control. Notwithstanding the above, for Government End Users, the terms covering the use of the Software will be the version of this Agreement incorporated into the contract at time of purchase. If subsequent material changes are made to this Agreement, such changes will be provided to the Government End User for incorporation into the contract through bilateral modification under FAR Part 43.
14. **UNITED STATES GOVERNMENT USE RIGHTS.** By using the Software, you agree that the Software is a "commercial item," as that term is defined in 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, and that all U.S. Government end users acquire the Software with only those rights set forth therein.
15. **NOT FAULT TOLERANT.** THE SOFTWARE IS NOT FAULT TOLERANT. BY USING THE SOFTWARE, YOU AGREE TO IMPLEMENT AND ASSUME FULL RESPONSIBILITY FOR SAVING ALL OF YOUR FILES ONTO MAGNETIC TAPE OR OTHER OFFLINE MASS STORAGE MEDIA FOR THE PURPOSE OF PREVENTING LOSS OF DATA IN THE EVENT OF EQUIPMENT OR SOFTWARE (INCLUDING THIRD PARTY SOFTWARE) FAILURE OR DESTRUCTION. YOU FURTHER AGREE THAT YOU ASSUME FULL RESPONSIBILITY FOR MAINTAINING YOUR OWN SECURITY POLICIES AND PROCEDURES FOR THE PROTECTION OF YOUR DATA AND SOFTWARE.
16. **LIMITED WARRANTIES BY PERMUTA.** Permuta warrants that the SOFTWARE will, for a period of sixty(60) days from the date of your receipt, perform substantially in accordance with SOFTWARE written materials accompanying it. EXCEPT AS EXPRESSLY SET FORTH IN THE FOREGOING, THE SOFTWARE AND ALL ACCOMPANYING MATERIALS LICENSED TO YOU ARE PROVIDED "AS IS," AND PERMUTA EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS TO THE FULLEST EXTENT ALLOWABLE BY LAW. WITHOUT LIMITING THE FOREGOING, PERMUTA ALSO EXPRESSLY DISCLAIMS ALL WARRANTIES APPERTAINING TO THIRD PARTY SOFTWARE, DATA PRESERVATION, PACKAGING (INCLUDING ITS OPERATION), TIMELINESS, SECURITY, THAT THE PRODUCT WILL BE FREE FROM ERRORS, THAT THE SOFTWARE WILL BE COMPATIBLE WITH FUTURE PERMUTA.
- SOFTWARE OR THAT ANY INFORMATION TRANSMITTED THROUGH THE SOFTWARE WILL NOT BE LOST, CORRUPTED OR DESTROYED. YOU AGREE THAT IF YOU HAVE RECEIVED ANY WARRANTIES WITH REGARD TO EITHER (A) THE SOFTWARE, OR (B) THE SOFTWARE APPLICATION OR SUITE OF APPLICATIONS WITH WHICH YOU ACQUIRED THE SOFTWARE, THEN THOSE WARRANTIES ARE PROVIDED SOLELY BY THE LICENSOR AND DO NOT ORIGINATE FROM, AND ARE NOT BINDING ON, PERMUTA.
17. **LIMITATION OF LIABILITY.** Permuta will use commercially reasonable efforts to provide corrections or workaround solutions for any problem or issue reported and determined to be in the Licensed Software or the documentation at no additional cost to Licensee for the Term of this Agreement. While it is Permuta's goal to provide an acceptable resolution for incoming problems/issues and incidents, Permuta cannot predict a resolution time for all issues and is unable to guarantee that all problems or issues can be resolved or addressed. IN NO EVENT WILL PERMUTA OR ANY OF ITS REPRESENTATIVES BE LIABLE UNDER THIS AGREEMENT TO THE CUSTOMER OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, INCLUDING ANY DAMAGES FOR BUSINESS INTERRUPTION, DAMAGES RESULTING FROM THE USE OR INTERACTION WITH ANY THIRD PARTY SOFTWARE, LOSS OF USE, DATA, REVENUE OR PROFIT, WHETHER

ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH

DAMAGES WERE FORESEEABLE AND WHETHER OR NOT PERMUTA WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO (1) PERSONAL INJURY OR DEATH RESULTING FROM LICENSOR'S NEGLIGENCE; (2) FOR FRAUD; OR (3) FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW.

18. **MAXIMUM LIABILITY.** IN NO EVENT WILL PERMUTA'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED TWO HUNDRED FIFTY U.S. DOLLARS (\$250.00). THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF THE CUSTOMER'S REMEDIES UNDER THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE.

Permuta is a trademark of Permuta Technologies, Inc. in the United States.

DefenseReady / *FederalReady* is a trademark of Permuta Technologies, Inc. in the United States.

Microsoft is a registered trademark of Microsoft Corporation in the United States and/or other countries.