



## STATE OF UTAH COOPERATIVE CONTRACT AMENDMENT

AMENDMENT #: 3

CONTRACT #: AR2472

Starting Date: Unchanged

Expiration Date: Unchanged

TO BE ATTACHED AND MADE PART OF the specified contract by and between the State of Utah Division of Purchasing and Carahsoft Technology Corporation (Referred to as CONTRACTOR).

### BOTH PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:

Attachment E is hereby amended to include the attached Case Commons Subscription Agreement. Nothing within this amendment is to be construed to amend any term or condition provided outside of Attachment E.

Effective Date of Amendment: 3/17/2017

All other terms and conditions of the contract, including those previously modified, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

#### CONTRACTOR

03/21/2016

Contractor's Signature

Date

Ellen Lord

Contractor's Name (Print)

Contract Manager

Title (Print)

#### STATE OF UTAH

3/22/17

Kent Beers Director  
State of Utah Division of Purchasing

Date

Purchasing Agent

Phone #

e-mail

Contract #

Solomon Kingston

801-538-3228

[skingston@utah.gov](mailto:skingston@utah.gov)

AR2472

## CASE COMMONS SUBSCRIPTION AGREEMENT

THIS SUBSCRIPTION AGREEMENT (THE “**AGREEMENT**”), MADE AND ENTERED INTO BETWEEN CASE COMMONS, INC. AND THE ENTITY IDENTIFIED BELOW IN THE SIGNATURE BLOCK (“**YOU**”) AS OF THE EFFECTIVE DATE (AS DEFINED BELOW), GOVERNS THE SOFTWARE-AS-A-SERVICE OFFERINGS MADE AVAILABLE BY CASE COMMONS, INC. AND ITS AFFILIATES (“**CASE COMMONS**”) AND IDENTIFIED IN YOUR ORDER CONFIRMATION (AS DEFINED BELOW), INCLUDING ANY SUCH FREE CASE COMMONS SOFTWARE-AS-A-SERVICE OFFERINGS (“**FREE SERVICES**”) AND ANY SUCH CASE COMMONS SOFTWARE-AS-A-SERVICE OFFERINGS PURCHASED THROUGH CASE COMMONS OR OTHER CHANNELS (“**PURCHASED SERVICES**”) (COLLECTIVELY, THE “**SERVICES**”). CONFIRMATION OF YOUR SERVICE ORDERS ISSUED BY CASE COMMONS (EACH, AN “**ORDER CONFIRMATION**”), ATTACHMENTS A AND B TO THIS AGREEMENT, AND ANY ADDITIONAL TERMS AND CONDITIONS MADE AVAILABLE BY CASE COMMONS THROUGH OR IN CONNECTION WITH THE SERVICES, WILL BE DEEMED INCORPORATED INTO AND MADE PART OF THIS AGREEMENT.

YOU ARE REQUIRED TO INDICATE YOUR AGREEMENT TO THESE TERMS AND CONDITIONS IN ORDER TO ACCESS AND USE THE SERVICES. BY SIGNING THIS AGREEMENT, YOU ARE CONSENTING TO BE BOUND BY THIS AGREEMENT. IF YOU AGREE TO THIS AGREEMENT ON BEHALF OF ANY CORPORATION, PARTNERSHIP OR OTHER ENTITY WITH WHICH YOU ARE ASSOCIATED, OR A GOVERNMENT AGENCY, DEPARTMENT OR INSTRUMENTALITY, YOU REPRESENT AND WARRANT THAT YOU HAVE THE LEGAL AUTHORITY TO BIND THAT ENTITY TO THIS AGREEMENT, AND YOUR AGREEMENT HERETO WILL BE TREATED AS THE AGREEMENT OF SUCH ENTITY. IN THAT EVENT, “YOU” AND “YOUR” REFER HEREIN TO SUCH ENTITY.

### 1. DEFINITIONS.

1.1 “**Affiliate**” shall mean, with respect to any person or entity, any other person or entity that directly or indirectly Controls, is Controlled by, or is under common Control with such person or entity, from time to time, but only for so long as such Control exists.

1.2 “**Control**” and its grammatical variants means (a) a general partnership interest in a partnership, or (b) the beneficial ownership of a majority of the outstanding equity entitled to vote for directors.

1.3 “**Effective Date**” shall mean the date that You accept the terms and conditions of this Agreement via signature.

1.4 “**Major Update**” means a material change to the core functionality of the Purchased Services, as such core functionality is described in the most current Case Commons specifications applicable to the Purchased Services, such that either (a) new core functionality is added, or (b) existing core functionality is discontinued, resulting in (in either case (a) or (b)) a material impact on Your use of the Purchased Services under this Agreement.

### 2. LICENSE, TERM, AND TERMINATION.

2.1 **Term.** Unless earlier terminated, this Agreement will be in effect for the subscription term identified in the applicable Order Confirmation (the “**Initial Term**”). You may renew a subscription for subsequent renewal subscription terms upon at least thirty (30) days’ written notice to Case Commons prior to the end of the then-current subscription term, unless Case Commons has provided You with notice of non-renewal at least sixty (60) days prior to the end of the then-current subscription term; provided, however, that (i) additional or different provisions may apply to a renewal subscription, as mutually agreed by You and Case Commons, and (ii) if the [insert Master Contract name] between You and Case Commons (the “**Master Contract**”) provides for a different approach for renewing Your subscription, You may renew Your subscription as set forth in the Master Contract (any such renewal subscription, a “**Renewal Term**”). “**Term**” means the Initial Term and all Renewal Terms, collectively.

2.2 **Free Services.** Notwithstanding the foregoing, if the applicable Order Confirmation is limited to Free Services, then the Term will be limited to the free trial period specified in the Order Confirmation. Subject to the terms and conditions of this Agreement, Case Commons grants to You a nonexclusive, nontransferable, revocable, limited, worldwide right to access and use the Free Services for the duration of the free trial period only, and only

for Your internal business purposes (which shall include access and use by Your Users (as defined in Section 2.3 below)). This Agreement and any rights granted hereunder will automatically terminate with respect to Free Services at the end of the free trial period, and there will be no Renewal Terms for any Free Services. Any user names and passwords provided in connection with Free Services will automatically expire at the end of the free trial period and may cause the Services to become non-operational at the end of the free trial period. Notwithstanding anything to the contrary in this Agreement, provisions in this Agreement regarding Subscription Fees, Support, Service Levels, Indemnity by Case Commons (under Section 4.4(a)) and Performance Warranty (under Section 4.1) will not apply to Free Services.

**2.3 Right to Access and Use.** Subject to the terms and conditions of this Agreement, including Your payment of the subscription fees set forth in each Order Confirmation (the “**Subscription Fees**”), Case Commons grants to You a nonexclusive, nontransferable, revocable, limited, worldwide right to access and use the Services during the Term only, and only for Your internal business purposes (which shall include access and use by Your employees, consultants, accountants, auditors and attorneys performing services for You and approved by You to access and use the Services on Your behalf (each, a “**User**”).

**2.4 Users.** The Services are subject to usage limits as set forth in the applicable Order Confirmation, and may not be accessed or used by more than the number of Users identified in the applicable Order Confirmation. You are responsible for identifying and authenticating all Users, approving access by Users to the Services, and for maintaining the confidentiality of all user names, passwords and account information. You will use commercially reasonable efforts to prevent unauthorized access to or use of the Services and You shall promptly notify Case Commons of any unauthorized access to or use of the Services or any unauthorized use of any user name or password. You are responsible for the compliance of all Users with this Agreement, and any act or omission of any User that would be a breach of this Agreement if made by You will be deemed to be a breach of this Agreement by You.

**2.5 Restrictions.** You agree not to (a) access or use the Services except as expressly authorized in this Agreement and Your Order Confirmation; (b) copy the Services or any part thereof (except as required for You to access and use the Services in accordance with this Agreement); (c) modify, adapt, or create derivative works of the Services or any part thereof; (d) rent, lease, loan, resell, transfer, sublicense the Services (including but not limited to offering any of the functionality of the Services on a service provider, hosted or time sharing basis) or otherwise make the Services available to any third party; (e) decompile, disassemble or reverse-engineer the Services or otherwise attempt to derive any source code from the Services; (f) disclose to any third party the results of any benchmark tests or other evaluation of the Services; (g) use the Services to store or transmit fraudulent, libelous, or otherwise tortious or unlawful material, or material that infringes, misappropriates or violates third-party intellectual property or other proprietary rights (including rights of privacy and publicity); (h) use the Services to store or transmit any virus or other malicious code; or (i) permit or encourage any Users or third parties to do any of the above.

**2.6 Ownership.** Case Commons and/or its licensors own all worldwide right, title and interest in and to the Services and the software accessed and used in connection with the Services, and, except as expressly provided in Section 2 of **Attachment B** hereto with respect to Customer-Owned Work Product (as defined in **Attachment B**), any and all updates, upgrades, and modifications thereto and derivative works thereof, including all worldwide patent rights (including issued patents, patent applications and disclosures); copyright rights (including copyrights and copyright registrations, and including copyrights with respect to computer software, software design, software code, software architecture, firmware, programming tools, graphic user interfaces, reports, dashboard, business rules, use cases, screens, alerts, notifications, drawings, specifications, databases and specifications); moral rights; trade secrets and other rights with respect to confidential or proprietary information; know-how; other rights with respect to inventions, discoveries, ideas, improvements, techniques, formulae, algorithms, processes, schematics, testing procedures, technical information and other technology; and any other intellectual and industrial property rights, whether or not subject to registration or protection; and all rights under any license or other arrangement with respect to the foregoing (collectively, “**Intellectual Property Rights**”). The Services are copyrighted and protected by the laws of the United States and other countries, and international treaty provisions. You may not remove or obscure any copyright, trademark, and/or proprietary rights notices from the Services. Subject to the limited rights granted herein, You acquire no right, title or interest from Case Commons or its licensors under this Agreement, with respect to the Services, the software accessed and used in connection with the Services, or otherwise.

**2.7 Your Data; Feedback.** You authorize Case Commons to host, copy, transmit and display all information, data and other materials submitted by You or Your Users to the Services, or collected or processed by or for You using the Services (collectively, “**Your Data**”), to the extent necessary for Case Commons to provide the Services to You during the Term and in accordance with this Agreement. Without limiting the foregoing, Case Commons may access, use, execute, reproduce, distribute, transmit, display, perform and make derivative works of, and otherwise modify, Your Data for analytic, statistical, security, quality control and similar purposes, provided that any such use of Your Data remains subject to the confidentiality obligations in Section 5 below, and provided further that Case Commons will not use any such Data in a manner in which You, Your Users, or any natural person, may be reasonably identifiable. Subject to the foregoing, Case Commons acquires no right, title or interest from You with respect to Your Data. In addition, if You or Your Users provide to Case Commons any ideas, proposals, suggestions or other materials (“**Feedback**”), whether related to the Services or otherwise, You authorize Case Commons to use such Feedback (including to incorporate such Feedback into the Services) during and after the Term. You acknowledge and agree that any such Feedback does not constitute Your Confidential Information or Your Data, that your provision of such Feedback is gratuitous, unsolicited and without restriction, and does not place Case Commons under any fiduciary or other obligation (including any obligation to use such Feedback).

## **2.8 Termination.**

(a) You may terminate this Agreement as provided in the Master Contract. To the extent permitted by applicable law, if You are not a U.S. Government agency, department, or instrumentality, upon thirty (30) days’ written notice, Case Commons may terminate this Agreement (and Your rights of access and use hereunder) in the event that You breach any provision of this Agreement and have not cured the breach during such thirty (30) day period. If You are a U.S. Government agency, department, or instrumentality, termination terms and conditions shall be governed by 48 C.F.R. 52.212-4 (l) and (m).

(b) Upon any expiration or termination of this Agreement (i) Your right to access and use the Services and all other rights granted to You hereunder will automatically terminate, and You agree to immediately cease accessing and using the Services; (ii) You will promptly return or destroy all copies of any documentation relating to the Services and any other Case Commons Confidential Information in Your possession or control; and (iii) You will pay all outstanding fees due under this Agreement in accordance with the Master Contract and applicable Order Confirmation. Case Commons will make Your Data available to You for download through the Services for thirty (30) days following expiration or termination of this Agreement; after such period, Case Commons will have no obligation to maintain or provide You with access to Your Data, and will, unless otherwise required by applicable law, delete all copies of Your Data in its systems or otherwise in its possession or control. In the event of any expiration or termination of this Agreement, and except as otherwise expressly provided in this Agreement, Case Commons will have no obligation to refund any Subscription Fees, Support Fees, or other fees received from You during the Term. All provisions of this Agreement related to disclaimers of warranties, limitation of liability, remedies, damages, confidentiality and Case Commons’ proprietary rights shall survive termination.

## **3. FEES, UPDATES, SERVICE LEVELS AND PROFESSIONAL SERVICES SUPPORT.**

**3.1 Subscription Fees.** In order to access and use the Purchased Services, You are required to pay to Case Commons the Subscription Fees in accordance with Your Order Confirmation. The Subscription Fees will be due and payable in accordance with the terms set forth in the Master Contract and Your Order Confirmation. All Subscription Fees are non-refundable once paid. Subscription Fees and payment terms for Renewal Terms will be identified on Your Order Confirmation.

**3.2 Updates.** Case Commons may make changes to the specifications applicable to the Services from time-to-time in Case Commons’ sole discretion, provided that Case Commons will provide You with notice of any such change that results in a Major Update to the Purchased Services not less than thirty (30) days prior to implementing any such Major Update (which notice may be provided by e-mail or other electronic means).

**3.3 Service Levels.** Subject to the terms and conditions of this Agreement (including Your payment of the Subscription Fees), Case Commons will use commercially reasonable efforts to make the Purchased Services available in accordance with the service level agreement set forth in **Attachment A** (the “**SLA**”).

**3.4 Support.** If You have elected to purchase professional support services from Case Commons as indicated in Your Order Confirmation (as further described in **Attachment B** hereto, “**Support**”), and subject to Your payment of the applicable professional support services fees set forth in Your Order Confirmation (the “**Support Fees**”), Case Commons will provide the level of Support for the Purchased Services identified in Your Order

Confirmation in accordance with the Support description and terms and conditions set forth in **Attachment B**. Case Commons is not obligated to provide Support in connection with the Free Services.

#### **4. WARRANTY AND LIABILITY.**

**4.1 Performance Warranty.** Subject to the terms and conditions of this Agreement, Case Commons warrants that the Purchased Services shall conform substantially to the then-current applicable Services specifications for ninety (90) days from the date of execution of this Agreement (the "**Warranty Period**"). If any Purchased Services (or any portion thereof) do not so conform, and You so notify Case Commons promptly within the Warranty Period, at Case Commons' option, Case Commons shall correct or provide a workaround for or replace the defective Services or refund the Subscription Fees paid for such Services. This Section 4.1 states Case Commons's sole obligation, and, with the exception of Your termination rights, Your sole and exclusive remedy, for any breach of the foregoing warranty. Case Commons makes no warranty that its Services shall work in combination with Your Data or any hardware or software products of third parties, that the operation of the Services shall be uninterrupted or error-free, or that all defects in the Services shall be corrected.

**4.2 Warranty Disclaimer.** EXCEPT AS SET FORTH IN SECTION 4.1(A) ABOVE, CASE COMMONS DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THIS AGREEMENT AND THE SERVICES, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, QUIET ENJOYMENT AND WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. YOU ACKNOWLEDGE THAT CASE COMMONS DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. CASE COMMONS IS NOT RESPONSIBLE FOR ANY DELAYS, ERRORS, OR OTHER DAMAGES RESULTING FROM SUCH PROBLEMS. YOU AGREE THAT, AS BETWEEN YOU AND CASE COMMONS, YOU ARE RESPONSIBLE FOR THE ACCURACY AND QUALITY OF YOUR DATA INPUT INTO THE SERVICES, AND CASE COMMONS IS NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION OR SECURITY OF THE SERVICES THAT ARISE FROM YOUR DATA. FURTHERMORE, THE WARRANTIES SET FORTH ABOVE SHALL NOT APPLY TO: (A) ANY THIRD PARTY SERVICES, SOFTWARE OR HARDWARE, WHETHER OR NOT SUCH THIRD PARTY SERVICES, SOFTWARE OR HARDWARE IS PROVIDED BY CASE COMMONS; (B) ANY SERVICES THAT HAVE BEEN MODIFIED, REPAIRED OR ALTERED, EXCEPT BY CASE COMMONS; (C) ANY SERVICES WHICH HAVE NOT BEEN ACCESSED AND USED IN ACCORDANCE WITH ANY INSTRUCTIONS SUPPLIED BY CASE COMMONS; OR (D) ANY SERVICES THAT HAVE BEEN SUBJECTED TO MISUSE, ABUSE, NEGLIGENCE OR ACCIDENTS. CASE COMMONS SHALL NOT BE RESPONSIBLE FOR ANY OF YOUR DATA PURSUANT TO ANY WARRANTY UNDER THIS AGREEMENT OR OTHERWISE.

**4.3 Limitation of Liability.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, CASE COMMONS' TOTAL CUMULATIVE LIABILITY TO YOU IN CONNECTION WITH THIS AGREEMENT AND THE SERVICES, FROM ALL CAUSES OF ACTION AND ALL THEORIES OF LIABILITY, WILL BE LIMITED TO AND WILL NOT EXCEED TWELVE (12) TIMES THE AVERAGE MONTHLY AMOUNTS PAID BY YOU TO CASE COMMONS UNDER THIS AGREEMENT. IN NO EVENT SHALL CASE COMMONS BE LIABLE FOR ANY UNAUTHORIZED ACCESS TO OR ALTERATION, THEFT OR DESTRUCTION OF YOUR DATA IN CONNECTION WITH YOUR ACCESS TO OR USE OF THE SERVICES, EXCEPT TO THE EXTENT RESULTING DIRECTLY FROM CASE COMMONS' MATERIAL FAILURE TO COMPLY WITH THIS AGREEMENT OR TO IMPLEMENT AND MAINTAIN INDUSTRY-STANDARD SECURITY MEASURES THROUGHOUT THE TERM OF THIS AGREEMENT. IN NO EVENT WILL CASE COMMONS BE LIABLE TO YOU FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING LOSS OF USE, DATA, OR PROFITS, BUSINESS INTERRUPTION, OR COSTS OF PROCURING SUBSTITUTE SOFTWARE OR SERVICES) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE USE OR PERFORMANCE OF THE SERVICES, WHETHER SUCH LIABILITY ARISES FROM CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT CASE COMMONS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. THE PARTIES HAVE AGREED THAT THESE LIMITATIONS WILL SURVIVE AND APPLY EVEN IF ANY REMEDY IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. WITHOUT LIMITING THE FOREGOING, CASE

COMMONS WILL HAVE NO LIABILITY OR RESPONSIBILITY FOR ANY BUSINESS INTERRUPTION OR LOSS OF DATA ARISING FROM THE SUSPENSION OR TERMINATION OF THE RIGHTS GRANTED HEREIN AND ANY ASSOCIATED CESSATION OF YOUR ACCESS TO AND USE OF THE SERVICES, OR FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD-PARTY HOSTING PROVIDER USED BY CASE COMMONS IN CONNECTION WITH THE SERVICES. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATION OR EXCLUSION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. The foregoing exclusion/limitation of liability shall not apply to (a) personal injury or death resulting from Case Commons' gross negligence; (b) Case Commons' fraud; (c) any other matter for which liability cannot be excluded by law; or (d) as applicable, express remedies provided under any FAR, GSAR or Schedule 70 solicitation clauses incorporated into the GSA Schedule 70 contract.

#### **4.4 Indemnity.**

(a) Case Commons will defend, indemnify and hold You harmless from and against any loss, damage, liability or cost (including reasonable attorneys' fees) resulting from any third party claim that Your use of the Purchased Services, as made available to You by Case Commons under this Agreement and as used by You in accordance with this Agreement, misappropriates or infringes any third-party trade secret or United States copyright. The foregoing indemnity obligation shall not extend to any claims of misappropriation or infringement arising out of or related to: (a) modification of the Services by anyone other than Case Commons; (b) combination of the Services (including any access to or use thereof) with any third party software, hardware or materials where such combination is the cause of such misappropriation or infringement; (c) use of the Services other than in accordance with this Agreement; or (d) Your Data. THIS SECTION 4.4 SETS FORTH CASE COMMONS' SOLE AND EXCLUSIVE LIABILITY AND YOUR SOLE AND EXCLUSIVE REMEDIES FOR ANY CLAIM THAT THE SERVICES, OR YOUR ACCESS TO OR USE THEREOF, INFRINGES OR MISAPPROPRIATES ANY THIRD PARTY INTELLECTUAL PROPERTY RIGHTS OF ANY KIND. In the event of any claim which Case Commons is obligated to indemnify You from hereunder, Case Commons shall have control of the defense and all related settlement negotiations to the extent permitted by applicable law, and You shall reasonably cooperate with Case Commons in the defense and/or settlement thereof at Case Commons' expense to the extent permitted by applicable law; provided that You may participate in such defense using Your own counsel, at Your own expense.

(b) You will defend, indemnify and hold Case Commons harmless from and against any loss, damage, liability or cost (including reasonable attorneys' fees) resulting from any third party claim in connection with Your use of the Services, including (i) any third party claim that Your Data or Your use of the Services other than in accordance with this Agreement, misappropriates or infringes any third-party intellectual property or other proprietary right (including any rights of publicity or privacy), and (ii) any violation of law by You in connection with Your use of the Services; provided that the indemnity under this Section 4.4(b) shall not apply to any third-party claim which Case Commons is obligated to indemnify You from under Section 4.4(a); and provided further that this Section 4.4(b) shall not apply to the extent that applicable law prohibits You from indemnifying Case Commons as provided in this Section 4.4(b). In the event of any claim which You are obligated to indemnify Case Commons from hereunder, You shall have control of the defense and all related settlement negotiations to the extent permitted by applicable law, and Case Commons shall reasonably cooperate with You in the defense and/or settlement thereof at Your expense to the extent permitted by applicable law; provided that Case Commons may participate in such defense using Case Commons' own counsel, at Case Commons' own expense.

#### **5. CONFIDENTIALITY.**

**5.1 Confidential Information.** "Confidential Information" means (a) with respect to Case Commons, the Services and any Case Commons: (i) information that is marked in writing by Case Commons as "confidential" or "proprietary" at the time of disclosure, (ii) information that, if disclosed orally or in other intangible form, is identified as confidential at the time of such disclosure, and (iii) information that, due to its nature or under the circumstances of its disclosure, You know or have reason to know should be treated as confidential or proprietary; and (b) with respect to You: (i) Your Data; and (ii) information that is marked in writing by You or Your Users as "confidential" or "proprietary" at the time of disclosure.

**5.2 Exclusions.** Confidential Information does not include information that: (a) is or becomes generally known to the public through no fault or breach of this Agreement by the receiving party or any of its Representatives (as defined below); (b) is rightfully known by the receiving party or its Representatives at the time of disclosure without an obligation of confidentiality, as evidenced by the receiving party's contemporaneous written records; (c)

is independently developed or acquired by the receiving party or its Representatives without use of the disclosing party's Confidential Information; (d) is rightfully received by the receiving party or its Representatives from a third party without restriction on use or disclosure; or (e) is disclosed with the prior written approval of the disclosing party.

**5.3 Use and Disclosure Restrictions.** Neither party will use the other party's Confidential Information except as necessary for the performance or enforcement of this Agreement, and neither party will disclose such Confidential Information except to those of its and its affiliates' employees, consultants, accountants, auditors, attorneys, contractors, subcontractors and service providers providing services to such party (collectively, the "Representatives") who have a bona fide need to know such Confidential Information for the performance or enforcement of this Agreement; provided that each such Representative is bound by confidentiality obligations consistent with the terms set forth in this Section. Each party will employ all reasonable steps to protect the other party's Confidential Information from unauthorized use or disclosure, including, but not limited to, all steps that it takes to protect its own information of like importance. The foregoing obligations will not restrict either party from disclosing the other party's Confidential Information: (a) pursuant to the order or requirement of a court, administrative agency, or other governmental body or law, provided that the party required to make such a disclosure, to the extent permissible under the circumstances, (i) gives reasonable notice to the other party to contest such order or requirement, and (ii) only furnishes that portion of the Confidential Information that it reasonably determines, in consultation with its counsel, is legally required to be disclosed, and to exercise all commercially reasonable efforts to obtain assurance that confidential treatment will be accorded to the Confidential Information it discloses; (b) to its legal or financial advisors; (c) as required under applicable securities regulations; and (d) subject to customary restrictions, to present or future providers of venture capital and/or potential private investors in or acquirers of such party. Notwithstanding anything to the contrary herein, nothing in this Section 5 permits any Representative that is not a User to access or use the Services. The receiving party is responsible for the compliance of its Representatives with this Agreement, and any act or omission of any Representative that would be a breach of this Agreement if made by the receiving party will be deemed to be a breach of this Agreement by the receiving party.

## **6. GENERAL.**

**6.1 Notices.** All notices under this Agreement shall be in writing and shall be given by letter or facsimile with hard copy confirmation to the parties' respective addresses given below, and will be effective when received. For purposes of this Agreement, an electronic mail message does not constitute a signed writing.

If to Case Commons:

[INSERT ADDRESS]

ATTN: [●]

Fax: [●]

If to You:

[INSERT ADDRESS]

ATTN: [●]

Fax: [●]

With copies of legal notices to:

[INSERT ADDRESS]

ATTN: [●]

Fax: [●]

**6.2 Force Majeure.** Neither party will be responsible for any failure or delay in its performance under this Agreement (except for the payment of money) due to causes beyond its reasonable control, including, but not limited to, any electrical, internet, or telecommunication outage that is not caused by the obligated party; any failure or delay caused by a third-party hosting provider; Internet service provider failure or delay; denial of service attacks; labor disputes, strikes, or lockouts; acts of war or terror; riots; acts of God; and governmental actions (each, a "Force Majeure Event").

**6.3 Severability.** All rights and remedies, whether conferred hereunder or by any other instrument or law, will be cumulative and may be exercised singularly or concurrently to the extent permitted by law. Failure or a delay by either Case Commons or You to enforce any term will not be deemed a waiver of future enforcement of that or any other term. The terms and conditions stated herein are declared to be severable. Should any term(s) or condition(s) of this Agreement be held to be invalid or unenforceable the validity, construction and enforceability of

the remaining terms and conditions of this Agreement shall not be affected, and if necessary, the valid and enforceable provisions(s) shall be negotiated and substituted therefor to accomplish the intent of the severed provisions(s) as nearly as practicable.

**6.4 Export.** You agree to comply fully with all relevant export laws and regulations of the United States (“Export Laws”) to ensure that the Services are not (a) exported or re-exported directly or indirectly in violation of Export Laws; or (b) used or intended to be used for any purposes prohibited by the Export Laws, including but not limited to nuclear, chemical, or biological weapons proliferation.

**6.5 Government End User Rights.** You acknowledge that no part of the Services were first produced in the performance of a U.S. Government contract. You agree that all Services are “commercial items” as defined in 48 C.F.R. § 2.101, and if You are a U.S. Government agency, department or instrumentality or if You are providing all or any part of the Services to the U.S. Government (or any agency, department or instrumentality of the U.S. Government), such use, duplication, reproduction, release, modification, disclosure or transfer of this commercial product and data, is restricted in accordance with 48 C.F.R. § 12.211, 48 C.F.R. § 12.212, 48 C.F.R. § 227.7102-2, and 48 C.F.R. § 227.7202, as applicable. Consistent with 48 C.F.R. § 12.211, 48 C.F.R. § 12.212, 48 C.F.R. § 227.7102-1 through 48 C.F.R. § 227.7102-3, and 48 C.F.R. §§ 227.7202-1 through 227.7202-4, as applicable, the Services are made available to U.S. Government end users (a) only as Commercial Items, and (b) with only those rights as are granted to all other users pursuant to this Agreement and any related agreement(s), as applicable. Accordingly, You will have no rights in the Services except as expressly agreed to in writing by You and Case Commons.

**6.6 Choice of Law and Disputes.** If the U.S. Government (or any agency, department or instrumentality of the U.S. Government) is not a party to this Agreement, this Agreement shall be governed by and construed in accordance with the laws of the State of New York, U.S.A., without giving effect to its principles of conflict of law, and regardless of Your location, and You agree to exclusive jurisdiction of the federal and state courts located in the County of New York, State of New York, U.S.A., and waive any jurisdictional, venue or inconvenient forum objections to such courts. If the U.S. Government (or any agency, department or instrumentality of the U.S. Government) is a party to this Agreement, this Agreement shall be governed by and interpreted in accordance with the Contract Disputes Act of 1978, as amended (41 U.S.C. 7101-7109), and failure of the parties to reach agreement on any request for equitable adjustment, claim, appeal, or action arising under or relating to this Agreement shall be a dispute to be resolved in accordance with the clause at 48 C.F.R. § 52.233-1, which is incorporated in this Agreement by reference.

**6.7 Miscellaneous.** If any portion of this Agreement is found to be void or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect. Neither party may assign this Agreement, in whole or in part, without the other party’s prior written consent, except that Case Commons may assign this Agreement, in whole or in part, (a) in connection with an internal reorganization or a sale of all or substantially all of Case Commons’ business with which this Agreement is associated (whether by acquisition, merger, reorganization, consolidation or similar transaction) without Your prior written consent, and (b) in any manner in accordance with applicable law (such as in accordance with 48 C.F.R. § 42.12 or the Assignment of Claims Act (31 U.S.C. § 3727)). Any attempt to assign this Agreement other than as permitted above will be null and void. This Agreement is intended for the sole and exclusive benefit of the parties and is not intended to benefit any third party. Only the parties to this Agreement may enforce it. This Agreement (including the Attachments hereto and any Order Confirmations), together with the Master Contract (if applicable) and, if You are a U.S. Government agency, department, or instrumentality, the underlying GSA Schedule Contract, the Schedule Price List and any applicable GSA Customer Purchase Orders, constitute the complete and exclusive understanding and agreement between the parties regarding their subject matter and supersede all prior or contemporaneous agreements or understandings, written or oral, relating to their subject matter. Any waiver, modification or amendment of any provision of this Agreement will be effective only if in writing and signed by duly authorized representatives of both parties.



**THE PARTIES BELOW HAVE ENTERED INTO THIS AGREEMENT AS OF THE EFFECTIVE DATE.**

Case Commons, Inc.	[Customer legal name]
Name:	Name:
Title:	Title:
Signature:	Signature:
Date:	Date:

## ATTACHMENT A

### SERVICE LEVEL AGREEMENT

#### 1. DEFINITIONS

**1.1. “Availability”** means the ability of the Services in a production environment to be ready for Users to access. Availability will be 99%, excluding unavailability of the Services during Scheduled Maintenance or Emergency Maintenance Downtime, or resulting from a User-Generated Error or Force Majeure Event.

**1.2. “Business Day”** means each of Monday, Tuesday, Wednesday, Thursday, and Friday, but not including (a) weekend days of Saturday and Sunday, (b) U.S. Federal holidays, and (c) state holidays recognized by Case Commons or by You.

**1.3. “Business Hour”** means 8am to 6pm U.S. Eastern Time during a Business Day.

**1.4. “Defect”** means a problem within the Case Commons applications in a production environment and accessed through the Services, and/or a problem within those portions of software integrations in a production environment within Case Commons’ control, that causes incorrect or unexpected results, where (in each case) such problem is a result of Case Commons’ failure to perform its obligations under the Agreement, but (in each case) excluding any unavailability of the Services during Downtime, Scheduled Maintenance or Emergency Maintenance Downtime, or resulting from a User-Generated Error or Force Majeure Event. There are two (2) types of Defects: Major Defects and Minor Defects, each as defined below.

**1.5. “Downtime”** means unanticipated unavailability of the Services as a whole in a production environment for any period of time greater than five (5) continuous minutes when 5% or more of Users on Supported Browsers cannot access the Services as a whole in a production environment due to a technical error, outage or other problem, where such problem is a result of Case Commons’ failure to perform its obligations under the Agreement, but excluding unavailability of the Services during Scheduled Maintenance or Emergency Maintenance Downtime, or resulting from a User-Generated Error or Force Majeure Event.

**1.6. “Emergency Maintenance Downtime”** is unscheduled downtime where Case Commons can address identified issues such as emergency fixes or security risks. Case Commons will, to the extent practicable given the nature and severity of the issue (as determined by Case Commons in its discretion), use commercially reasonable efforts to give reasonable prior notice (including via email) of Emergency Maintenance Downtime to Your technical contacts.

**1.7. “Help Desk”** means Your designated help desk for the Services, which will be operated by, and consist of, Your designated staff.

**1.8. “Incident”** means a Severity Level A, B, or C Incident, each as further described in [Table 1](#) below.

**1.9. “Incident Report”** means a request to the Help Desk for resolution of an Incident or other issue.

**1.10. “Incident Resolution”** means a code fix, patch, or other modification or addition that resolves an Incident. Incident Resolution occurs once a code fix, patch, or other modification or addition that resolves an Incident has been created and tested as acceptable by Case Commons and is ready to be deployed or otherwise implemented.

**1.11. “Major Defect”** means a Defect which results in Users on Supported Browsers not being able to use the Services in one or more material respects to (a) do their day-to-day work requiring use of the Services, (b) generate Your legally-mandated State and Federal compliance reports, and/or (c) submit information to the federal government as required by applicable law or regulation.

**1.12. “Minor Defect”** means any Defect that does not constitute a Major Defect (such as, e.g., a design or other cosmetic, content or formatting problem).

**1.13. “Scheduled Maintenance”** means occasional maintenance to add resources, upgrade software, install security patches and perform other maintenance activities. Scheduled Maintenance should occur at a standard mutually agreed upon time.

**1.14. “Service Levels”** means those service levels set forth in Table 1 below.

**1.15. “Supported Browsers”** means those browser type and versions that are compatible with the Services, as identified by Case Commons from time-to-time (including via email, in the documentation and/or on Case Commons’ website).

**1.16. “User-Generated Error”** means (a) modifications to the Services not made by Case Commons or a party expressly authorized by Case Commons to make such modifications; (b) use of the Services other than as authorized in the Agreement or as provided in Case Commons’ documentation for the Services; or (c) any unavailability of the Services, or any part thereof, resulting from Your or Your affiliated entities’ or any User’s acts or omissions.

## **2. LEVEL 1 AND LEVEL 2 SUPPORT**

**2.1.** You shall create, staff, and operate both the Level 1 and Level 2 Help Desks (each as defined below), and follow the procedures herein before raising any Incident or other issue to the Level 3 Help Desk (as defined below). The “**Level 1 Help Desk**” will be responsible for initial assessment of each Incident Report, including password resets, training, connectivity issues, hardware and/or software issues, and functionality developed by Your technical staff. In all circumstances, Incident Reports will initially come in to the Level 1 Help Desk. The “**Level 2 Help Desk**” will be responsible for assessment of all tickets raised to the Level 2 Help Desk by the Level 1 Help Desk, and for all hardware, software, and network connectivity required to support the Services and all modules, interfaces, middleware, and data owned by You or otherwise not supplied by Case Commons.

**2.2.** The Level 1 and Level 2 Help Desks will (a) use a ticketing system to log the number, type and resolution status of each Incident and other issue identified in an Incident Report, (b) attempt to resolve each such Incident and other issue prior to raising any Incident or other issue to the Level 2 or Level 3 Help Desks (as applicable and as further described below), and (c) record within the ticketing system a description of any actions taken to reproduce and/or remedy each such Incident or other issue.

**2.3.** Only if Your technical staff reasonably determines that an Incident or other issue cannot be remedied by either the Level 1 or the Level 2 Help Desk, the Level 1 or Level 2 Help Desk (as applicable) has verified that the Incident or other issue can be replicated, and You have otherwise complied with the ticketing requirements set forth in Section 3.2(a) below, the Level 1 or Level 2 Help Desk (as applicable) will open a trouble ticket using Case Commons’ web-based ticketing system (each, a “**Trouble Ticket**”) to escalate the Incident or other issue to the Case Commons Level 3 Help Desk (the “**Level 3 Help Desk**”).

## **3. LEVEL 3 SUPPORT**

**3.1. Technical Contacts.** Case Commons is responsible for assessment of all Incidents and other issues appropriately raised to Case Commons by the Level 1 and Level 2 Help Desks in accordance with the procedures described in Section 2 above. You shall promptly log all such Incidents and other issues via Case Commons’ web-based ticketing system as described in Section 3.2(a) below. You will be able to reach a Case Commons technical contact 24/7/365 in case of Downtime. You will designate a sufficient number of technical contacts, as mutually agreed upon between the parties, who are authorized to propose a severity level on behalf of You on a 24/7/365 basis and who will be able to escalate to Your management as needed (as further described in Section 3.2(b) below). Your technical contacts will be available (a) on a 24x7x365 basis to answer Case Commons’ questions and provide additional detail regarding Severity Level A Incidents (as defined below); and (b) on a 10x5 basis (8am to 6pm U.S. Eastern Time, Business Days) to answer Case Commons’ questions and provide additional detail regarding all other Incidents and issues.

### 3.2. Incident Management.

(a) *Trouble Ticketing.* Prior to opening a Trouble Ticket in Case Commons' web-based ticketing system, You will make best efforts to have:

(i) a detailed description of the Incident Report;

(ii) a detailed description of any actions taken to produce and/or remedy each Incident or other issue identified in the Incident Report; and

(iii) a proposed severity level classification based upon the severity level definitions set forth herein.

(b) *Severity Level Classification.* You may propose a severity level in your Trouble Ticket based on the definitions set forth herein. Upon receipt of a Trouble Ticket, Case Commons may review and reclassify the severity level of each Incident or other issue identified therein in accordance with the definitions set forth herein. If Your technical contact and Case Commons' technical contact disagree on the severity level, all parties will treat the Incident or other issue as if it were the higher severity level until You and Case Commons' leadership make a joint final determination.

(c) *Temporary Remedies / Workarounds.* If Case Commons implements an agreed-upon temporary remedy or workaround, then the severity level of the incident will be reduced accordingly.

**Table 1**

Severity Level	Description	Service Level*	Remedy
A	Critical Incident: Downtime is experienced.	<p>Case Commons will respond to Trouble Tickets within 15 minutes (during Business Hours) and one hour (during non-Business Hours).</p> <p>Case Commons will achieve Incident Resolution for Severity Level A Incidents within four hours from Case Commons' initial response. Within one hour of Case Commons' initial response, Case Commons will contact Your technical contact to discuss the status of the efforts, progress and anticipated resolution that will allow the effected Services to be restored to an active and functioning state. If not resolved within four hours of Case Commons' initial response, the Remedy will be invoked.</p>	See paragraph immediately below this table

Severity Level	Description	Service Level*	Remedy
B	High Impact Incident: A Major Defect occurs.	<p>Case Commons will respond to Trouble Tickets within two hours from receipt during Business Hours.</p> <p>Case Commons will target Incident Resolution for Severity Level B Incidents within eight Business Hours from receipt of a Trouble Ticket. Case Commons will keep Your technical contacts informed of actual efforts taken and progress made upon resolution or at the end of the eight Business Hours. If not resolved within the foregoing timeframe, the Remedy will be invoked.</p>	See paragraph immediately below this table
C	Non-Critical Issues: A Minor Defect occurs.	<p>Case Commons will respond to Trouble Tickets within one Business Day from receipt.</p> <p>Case Commons will resolve such issues in a manner determined by Case Commons, with input from You. Case Commons will endeavor to address these issues in a commercially reasonable timeframe.</p>	See paragraph immediately below this table

\* The response and resolution times set forth in Table 1 above shall be tolled in the event of Scheduled Maintenance or Emergency Maintenance Downtime, such that the applicable Trouble Ticket shall be deemed received in the first Business Hour following the end of any such Scheduled Maintenance or Emergency Maintenance Downtime period.

(d) *Service Level Failure Remedy.* If Case Commons fails to meet the resolution times set forth above four (4) or more times in any given calendar month, You shall be entitled to a credit against future invoices under this Agreement in the amount of [\$(To Be Negotiated)] per failure in that calendar month (each such credit, a “**Service Level Credit**”). To the extent any Service Level Credits have been incurred in a given calendar month as provided herein, Case Commons shall deduct the applicable amounts from the Subscription Fees owed to Case Commons under the Agreement, or, in the alternative and at Case Commons’ discretion, issue a refund to You in the amount of any such Service Level Credits. Notwithstanding the foregoing or anything to the contrary herein, in no event shall the total amount of Service Level Credits credited to You with respect to all Service Level failures occurring in a single calendar month exceed, in total, five percent (5%) of the monthly invoice amount for Subscription Fees for such calendar month. This paragraph states Case Common’s sole obligation, and, with the exception of Your termination rights, Your sole and exclusive remedy, for any failure by Case Commons to comply with its obligations under this SLA.

(e) Notwithstanding the foregoing or anything else to the contrary in the Agreement, Case Commons shall be excused from any failure to comply with its obligations under this SLA, and any such failure shall be disregarded for purposes of calculating Service Level Credits, if such failure is caused by any of the following:

- (i) Your breach of the Agreement;
- (ii) a User-Generated Error;
- (iii) a Force Majeure Event;
- (iv) Scheduled Maintenance; or
- (v) Emergency Maintenance Downtime.

### **3.3. Key SLA Features**

- (a) 24x7 support for Severity Level A Incidents;
- (b) 10x5 support for all other Incidents (8am to 6pm U.S. Eastern Time, Business Days) (remotely by phone or email);
- (c) Scheduled Maintenance will occur outside of 10x5 support hours on a regular schedule to be jointly agreed upon; and
- (d) Emergency Maintenance can occur outside of the agreed-to Scheduled Maintenance windows.

Notwithstanding the foregoing or anything else to the contrary in the Agreement, Case Commons will have no obligation of any kind to provide Incident Resolution or other support for any Incidents or other issues regarding the Services caused by a User-Generated Error. If Case Commons determines that it is necessary to provide Incident Resolution or other support for an Incident or other issue caused by a User-Generated Error, Case Commons will notify You thereof as soon as Case Commons is aware of such User-Generated Error and Case Commons will have the right to invoice You at Case Commons' then-current time and materials rates for any such Incident Resolution or other support provided by Case Commons.

*End of Attachment A*

## **ATTACHMENT B**

### **PROFESSIONAL SUPPORT SERVICES TERMS AND CONDITIONS**

#### **1. GENERAL**

**1.1 Support.** You may elect to purchase additional Support for the Purchased Services by selecting a Service Tier (as defined below) in Your Order Confirmation and, subject to Your payment of the applicable Support Fees, Case Commons will provide the level of Support identified in Your Order Confirmation in accordance with the Support descriptions set forth in this Attachment B. Support includes software development and other technical support services that are outside of the scope of the SLA support included in Your Subscription Fees. Notwithstanding the foregoing or anything in the Agreement to the contrary, any Support that would require a material change to, or that would be incompatible with, a core component, core module or core feature of the Services (as determined by Case Commons in its reasonable discretion), shall only be performed by Case Commons upon mutual written agreement of the parties and may be subject to additional fees.

**1.2 Support Fees.** Support Fees will be due and payable to Case Commons in accordance with the Master Contract and Your Order Confirmation. Support Fees will be non-refundable once paid.

**1.3 Service Tiers.** Support is available pursuant to one of the following service tiers (each, a “Service Tier”)

- (a) **Bronze Annual Support Package:** This package includes 800 hours of Support per month at a cost of [\$•] per year, or [\$•] per month.
- (b) **Silver Annual Support Package:** This package includes 1600 hours of Support per month at a cost of [\$•] per year, or [\$•] per month.
- (c) **Gold Annual Support Package:** This package includes 2,000 hours of Support per month at a cost of [\$•] per year, or [\$•] per month.
- (d) **Platinum Annual Support Package:** This package includes 2,750 hours of Support per month at a cost of [\$•] per year, or [\$•] per month.

**1.4 Termination; Changes.** You may terminate Support under a Service Tier as provided in the Master Contract. Subject to the remainder of this Section 1.4, You may increase or decrease the level of Service Tier selected in Your Order Confirmation upon ninety (90) days’ prior written notice to Case Commons, email notice being sufficient, and effective on the first day of the applicable calendar month following such ninety (90) day notice period. You may increase or decrease the level of Service Tier by up to one (1) Service Tier at a time (e.g., You may decrease from the platinum level to the gold level, but not from the platinum level to the silver level), provided that You may not increase or decrease the level of Service Tier more than two (2) times in any calendar year.

**1.5 Support Management.** You are responsible for defining, prioritizing and verifying performance and acceptability of Support performed under a Service Tier, for ensuring that there is enough authorized work recorded in the Tracking Tool (as defined below) for Case Commons to work on throughout the month, based on the number of monthly hours associated with the Service Tier that is in effect at the time. Case Commons is responsible for allocating Service Tier hours among appropriately qualified Case Commons personnel. Provided that You included a sufficient amount of authorized and well-defined Support work in the Tracking Tool in a given calendar month during the Term, Service Tier hours that have not been used at the end of that month as a result of Case Commons’ failure to make available sufficient Support personnel will roll over to the following month during the Term (if any). Except as provided in the immediately preceding sentence, Service Tier hours that have not been used at the end of a calendar month will expire and will not roll over to the following month.

**1.6 Project Management Software Tracking Tool.** The parties shall utilize a project management software tracking tool to be designated by Case Commons (the “Tracking Tool”) with respect to all Support performed by Case Commons for You under a Service Tier. This allows the parties to track the progress of Support performed by Case Commons under the applicable Service Tier. Case Commons shall use commercially reasonable efforts to complete specific Support projects requested by You under a Service Tier in a commercially reasonable timeframe. Notwithstanding the foregoing or anything to the contrary herein, Case Commons does not guarantee

completion of any particular Support project within a particular number of hours, range of hours, or other timeframe, unless agreed upon in writing between the parties.

## **2. WORK PRODUCT**

**2.1** If, during the course of providing Support under a Service Tier, Case Commons develops for You any modifications to the Case Commons software accessed and used in connection with the Services, and subject to the terms and conditions of the Agreement (including Section 2.6 of the Agreement), You own all right, title, and interest in and to the software code developed by Case Commons for any such modifications (such software code, the “**Customer-Owned Work Product**”). Subject to the terms and conditions of this Agreement (including Your payment of the Support Fees), Case Commons hereby assigns to You all of Case Commons’ right, title and interest in and to such Customer-Owned Work Product, together with all of Case Commons’ copyright and patent rights therein and thereto.

**2.2** You hereby grant to Case Commons a perpetual, irrevocable, non-exclusive, fully paid-up, royalty free, transferable, sublicensable (through multiple tiers), worldwide right and license to access, use, execute, reproduce, distribute, transmit, display, perform (whether publicly or otherwise), prepare derivative works of, and otherwise modify, make, have made, import, sell, offer to sell, and otherwise use and exploit all or any portion of the Customer-Owned Work Product (in any form or media now known or later developed, including object code form and source code form) in connection with the use and other exploitation of the Services and otherwise in connection with Case Commons’ business, including the granting of sublicenses to such Customer-Owned Work Product to other customers.

**2.3** For clarity, with the exception of Customer-Owned Work Product, Case Commons and/or its licensors own all right, title, and interest in and to all designs, software, technology, data, documents, materials and information created or otherwise provided by or on behalf of Case Commons to You in connection with Support (collectively, “**Work Product**”), together with all intellectual property rights therein and thereto. Subject to Your payment of the Support Fees, Case Commons hereby grants to You a limited, non-exclusive right and license to access and use the Work Product solely in connection with your authorized use of the Services during the Term, with the right to sublicense to Your Users.

*End of Attachment B*