



STATE OF UTAH COOPERATIVE CONTRACT AMENDMENT

AMENDMENT #: 2

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:

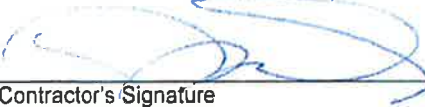
Attachment E is hereby amended to include the attached Virtustream Master Service Agreement Terms and Conditions. Nothing within this amendment is to be construed to amend any term or condition provided outside of Attachment E.

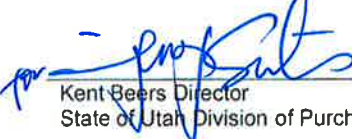
Effective Date of Amendment: 3/1/2017

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

STATE OF UTAH

 03/02/2017
Contractor's Signature Date

 3.2.2017
Kent Beers Director
State of Utah Division of Purchasing Date

Ellen Lord

Contractor's Name (Print)

Contracts Manager

Title (Print)

Purchasing Agent
Solomon Kingston

Phone #
801-538-3228

e-mail
skingston@utah.gov

Contract #
AR2472

VIRTUSTREAM MASTER SERVICES AGREEMENT

TERMS AND CONDITIONS

By signing this Master Services Agreement ("Agreement"), Virtustream, Inc. ("Virtustream") and the party set forth on the cover page ("Customer"), agree to the terms and conditions of this Agreement.

1. SERVICES

Subject to the terms and conditions herein and the terms and conditions of the GSA Schedule Contract, Virtustream will provide Customer, and Customer will procure from Virtustream, the Services for the fees set forth and specified in the applicable Order Form(s) or Statement of Work ("SOW") executed by Customer and Virtustream ("Services") and/or Service Description.

2. ORDER OF PRECEDENCE

Any conflict or inconsistency between any provisions of the applicable documents shall be resolved in accordance with the order of precedence set forth in General Services Administration Acquisition Regulation (GSAR) 552.212-4(s).

3. PAYMENT

In consideration for the performance of Services hereunder, Customer shall remit to the GSA Schedule Contractor and the GSA Schedule Contract shall remit to Virtustream the fees set forth in the applicable Order Form or SOW. Payments shall be made in accordance with the terms and conditions of the GSA Schedule Contract, the Prompt Payment Act (31 USC 3903) and the prompt payment regulations at 5 CFR 1315. Modification of payment terms shall be made only by written, bilateral agreement of the parties. Unless otherwise specified in the delivery order, the sale of goods pursuant to a GSA Schedule Contract is delivered F.O.B. Destination and title and risk of loss passes to Customer upon delivery to the Customer at the destination specified in the applicable Order Form(s).

4. CUSTOMER OBLIGATIONS

4.1 All use of Virtustream's infrastructure and Services by Customer and its End Users will comply with Virtustream's Acceptable Use Policy as attached to this Agreement. Virtustream may make reasonable changes to the AUP at any time. For purposes of this Agreement, "End Users" shall mean Customer's members, employees, contractors, agents, end-users, customers or any other third parties who utilize or access the Services or the Virtustream network or infrastructure via the Services provided hereunder.

4.2 Customer agrees that it will not use, and will not authorize any third party (other than Virtustream, if applicable) to use any open source software in connection with the Services in any manner that requires, pursuant to the license applicable to such open source software, that any Virtustream Confidential Information or Services be (i) disclosed or distributed in source code form, (ii) made available free of charge to recipients, or (iii) modifiable without restriction by recipients.

4.3 Customer warrants and undertakes that it (i) owns or has the right to use all data and content which are processed by, stored on or used in relation to the Services, and (ii) has all necessary licenses and permissions for usage of any third party software to be supplied/provided by Customer. Customer hereby grants to Virtustream the right to use such data, content and third party software solely for the purposes of this Agreement.

4.4 Customer acknowledges and agrees that Virtustream and/or its licensors own all intellectual property rights in the Services. Except as expressly stated herein, this Agreement does not grant Customer any rights to, or in, any intellectual property or any other rights or licenses in respect of the Services.

5. TERM AND TERMINATION

This initial term of this Agreement shall be one (1) year from the Effective Date hereof. Notwithstanding any notice of non-renewal, this Agreement shall remain in effect with respect to any Order Forms or SOWs for which the Services have not been completed on, as to which this Agreement will terminate upon completion thereof. Each Order Form or SOW, as applicable, shall set forth the initial term for the Services set forth therein ("Initial Services Term"). The term of any renewal hereunder is referred to as the "Renewal Term," and the Initial Services Term, together with the Renewal Term, if any, may also be referred to as the "Services Term." Customer may terminate this Agreement and any Order Form or SOW in accordance with the terms and conditions of the GSA Schedule Contract and the Contract Disputes Act. Virtustream may suspend Service or terminate this Agreement, any Order Form or SOW in accordance with the terms and conditions of the GSA Schedule Contract and the Contract Disputes Act. Unless otherwise expressly set forth herein or otherwise agreed in writing, Virtustream will not maintain Customer's data or provide any transition services following termination of this Agreement.

6. DISCLAIMER OF WARRANTIES

OTHER THAN AS EXPRESSLY SET FORTH HEREIN, THE SERVICES AND ANY RELATED EQUIPMENT, SOFTWARE AND OTHER MATERIALS PROVIDED BY VIRTUSTREAM IN CONNECTION WITH THE SERVICES ARE PROVIDED WITHOUT ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND, WHETHER STATUTORY OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS OR ANY RESULTS TO BE ACHIEVED HEREFROM. VIRTUSTREAM MAKES NO WARRANTIES OR REPRESENTATIONS CONCERNING THE COMPATIBILITY OF SOFTWARE OR EQUIPMENT OR ANY RESULTS TO BE ACHIEVED THEREFROM, OR THAT ANY SERVICE WILL BE FREE FROM LOSS OR LIABILITY ARISING

OUT OF ANY THIRD PARTY TECHNOLOGY, ANY THIRD PARTY ACTION SUCH AS HACKING, OR ANY ACT OR OMISSION OF THE CUSTOMER, INCLUDING FAILURE TO ENCRYPT, AND VIRTUSTREAM SHALL HAVE NO RESPONSIBILITY THEREFOR. VIRTUSTREAM EXPRESSLY DISCLAIMS ANY WARRANTY OR LIABILITY WITH RESPECT TO COMPLIANCE WITH LAWS, REGULATIONS, OR OTHER OFFICIAL GOVERNMENT RELEASES APPLICABLE TO CUSTOMER, WHICH SHALL BE THE SOLE RESPONSIBILITY OF CUSTOMER.

7. LIMITATION OF LIABILITY

7.1 SUBJECT TO SECTION 7.2 AND 7.3, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST DATA, LOST PROFITS, LOST REVENUE OR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, INCLUDING BUT NOT LIMITED TO CONTRACT OR TORT (INCLUDING PRODUCTS LIABILITY, STRICT LIABILITY AND NEGLIGENCE), AND WHETHER OR NOT SUCH PARTY WAS OR SHOULD HAVE BEEN AWARE OR ADVISED OF THE POSSIBILITY OF SUCH DAMAGE AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY STATED HEREIN.

7.2 THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY ARISING FROM OR RELATED TO THIS AGREEMENT SHALL BE LIMITED TO THE TOTAL NET PAYMENTS PAID BY CUSTOMER TO VIRTUSTREAM FOR THE AFFECTED SERVICE WHICH GIVES RISE TO SUCH LIABILITY IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE IN WHICH THE CLAIM ARISES PROVIDED THAT THE FOREGOING SHALL NOT LIMIT CUSTOMER'S OBLIGATION TO PAY FOR SERVICES RENDERED AND FEES INCURRED.

7.3 NOTHING IN THIS AGREEMENT SHALL EXCLUDE OR LIMIT EITHER PARTY'S LIABILITY FOR BREACHES OF ANY CONFIDENTIALITY OBLIGATIONS CONTAINED IN SECTION 8.1 OF THIS AGREEMENT.

7.4 NO ACTION ARISING OUT OF THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, MAY BE BROUGHT BY CUSTOMER MORE THAN ONE YEAR AFTER THE ACTION ACCRUED, OR, IN THE EVENT A MANDATORY STATUTORY LIMITATION PERIOD IN EXCESS OF ONE YEAR APPLIES IN A PARTICULAR JURISDICTION, THE MINIMUM PERIOD ALLOWED BY LAW IN THAT JURISDICTION.

8. CONFIDENTIALITY AND PUBLICITY

8.1 Neither party shall, without the prior written consent of the other party, use or disclose the Confidential Information of the other party during the Term of this Agreement and for three (3) years following the expiration or termination hereof. Each party will take all reasonable precautions to protect the other party's Confidential Information, using at least the same standard of care as it uses to maintain the confidentiality of its own Confidential Information but in no event less than reasonable care. Notwithstanding the foregoing, a party may disclose Confidential Information: (i) to any consultants, contractors, and counsel who have a need to know in connection with this Agreement and have executed a reasonably protective non-disclosure agreement with the disclosing party, or (ii) pursuant to legal process; provided that, the disclosing party shall, unless legally prohibited, provide the non-disclosing party with reasonable prior written notice sufficient to permit it an opportunity to contest such disclosure. For purposes of this Agreement, "Confidential Information" shall mean any non-public information of the parties hereto relating to its business activities, financial affairs, technology, marketing or sales plans that is disclosed to, and received by, the other party pursuant to this Agreement. Confidential Information shall not include information which the recipient can prove: (i) is or becomes public knowledge through no breach of this Agreement by the receiving party, (ii) is received by recipient from a third party not under a duty of confidence, or (iii) is already known or is independently developed by the receiving party without use of the Confidential Information.

8.2 Customer authorizes Virtustream, with prior written consent, to use the Customer's trade name, trademarks and logos ("Customer Marks") solely for the purpose of referencing Customer as a customer of Virtustream. Such usage shall be limited to use on Virtustream's website and in its marketing collateral, case studies and other marketing materials. Virtustream must use the Customer Marks only in the form in which Customer makes them available to Virtustream and not in any manner that disparages Customer, its affiliates or its licensors, or that otherwise dilutes any of the Customer Marks. Other than Virtustream's limited right to use Customer's Marks as provided in this Agreement, Customer retains all right, title, and interest in and to the Customer Marks. Virtustream agrees that it will not at any time now or in the future challenge or assist others to challenge the validity of the Customer Marks, or attempt to register confusingly similar trademarks, trade names, service marks or logos. Virtustream agrees to follow Customer's trademark guidelines as those guidelines may change from time to time. Virtustream must immediately discontinue use of any Customer Mark as specified by Customer at any time in writing. Customer authorizes Virtustream, with prior written consent, to issue a press release indicating that Customer has become a customer of Virtustream as well as a general description of the services and products to be provided by Virtustream to Customer; provided that Virtustream will in no event disclose any Confidential Information of Customer in connection with the foregoing usage, without the prior, written consent of Customer.

9. MISCELLANEOUS

9.1 **Notices** All legal notices required to be given hereunder shall be in writing and deemed given if sent to the addressee as set forth on the cover page either (a) by prepaid registered or certified U.S. mail, return receipt requested, three days after such mailing; or (b) by national overnight courier service, the next business day. All other notices (e.g., notice reminder of non-payment) may be sent via facsimile or email and will be deemed given on the day such notice is delivered.

9.2 Assignment This Agreement is intended solely for Virtustream and Customer and does not provide any third party (including End Users) with any right or benefit. Assignment of this Agreement by Customer and Virtustream is governed by the terms and conditions of the GSA Schedule Contract and FAR 42.12.

9.3 Governing Law The Federal laws of the United States shall govern this Agreement. The parties specifically exclude from application to this Agreement the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act.

9.5 Entire Agreement This Agreement, the terms and conditions of the GSA Schedule Contract, and any related Service Description, SOW and/or Order Form hereunder constitute the entire agreement between the parties with respect to the subject matter hereof, and supersede any and all prior or contemporaneous written or oral communications between the parties; provided, however, that any agreement whose principal purpose is to provide for confidentiality of information that has been entered into between the parties prior to the date hereof shall survive to the extent that it is not inconsistent with the terms and conditions of this Agreement. Variance from or additions to the terms and conditions of this Agreement in any purchase order or other written notification or documentation, from Customer or otherwise, will be of no effect. Except as expressly set forth herein, no other prior or contemporaneous covenants, promises, representations or warranties of any kind, whether written or oral, have been made or can be relied on by either party as an inducement to enter into this Agreement, whether relating to the tools, resources, practices or otherwise of any party hereto. Customer agrees and acknowledges that it will not rely on any reports, studies, specifications or similar documents ("External Documents") which are not expressly made a part of this Agreement for any purpose including in connection with any warranty claim or to otherwise impose any obligation on Virtustream not expressly contained within this Agreement. Each party acknowledges that it does not rely on, and neither party shall have any right or remedy in respect of, any statement or representation other than as expressly set out in this Agreement.

9.6 Amendments Any amendments or modifications to this Agreement must (i) be in writing; (ii) refer to this Agreement; and (iii) be executed by an authorized representative of each party.

9.7 No Waiver The failure to require performance of any provision shall not affect a party's right to require performance at any time thereafter; nor shall waiver of a breach of any provision constitute a waiver of the provision itself.

9.8 Severability If any provision is adjudged by a court of competent jurisdiction to be unenforceable, invalid or otherwise contrary to law, such provision shall be interpreted so as to best accomplish its intended objectives and the remaining provisions shall remain in full force and effect.

9.9 Survival The following sections of this Agreement will survive any expiration or termination of this Agreement: 2, 3, 5, 6, 7, 8, and 9.

9.10 Independent Contractors The parties hereto are and shall remain independent contractors and nothing herein shall be deemed to create any agency, partnership, or joint venture relationship between the parties. Neither party shall be deemed to be an employee or legal representative of the other nor shall either party have any right or authority to create any obligation on behalf of the other party.

9.11 No Third Party Beneficiaries This Agreement is not intended to benefit, nor shall it be deemed to give rise to, any rights in any third party.

9.12 Force Majeure Neither party shall be liable for failing or delaying performance of its obligations (except for the payment of money) resulting from any condition beyond its reasonable control, including but not limited to, governmental action, acts of terrorism, earthquake, fire, flood or other acts of God, power failures, and Internet disturbances; provided that such excusal from performance shall last only so long as such condition exists or so long as the excused party has had a reasonable opportunity to mitigate and/or eliminate the effect of such condition, whichever period is shorter.

9.13 Successors; Counterparts This Agreement (a) shall be binding on and inure to the benefit of each of the parties and their respective permitted successors and assigns; (b) may be executed in counterparts, including facsimile counterparts, each of which will be deemed an original and all of which when taken together will constitute one and the same instrument; and (c) shall be construed as if both parties jointly wrote it.

9.14 Section Headings The various section headings are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement or any section thereof.

IN WITNESS WHEREOF, each party has caused this Agreement to be signed below in its name and on its behalf by its authorized representative.

Virtustream, Inc.

Customer:

By:

By:

Name:

Name:

Title:

Title:

MSA v.08.04.15 - US

Date;

Date:



Acceptable Use Policy



Generally

Virtustream, Inc. ("Virtustream") has developed this Acceptable Use Policy ("AUP") with the goal of fostering the responsible use of Virtustream's infrastructure, networks, cloud-based offerings, systems, services, web sites, facilities and products (collectively, the "Virtustream Infrastructure and Services") by our customers and other users of the Virtustream Infrastructure and Services (collectively, "Users"), and to enable us to provide Users with secure and reliable services. By using the Virtustream Infrastructure and Services, Users consent to be bound by the terms of this AUP. Virtustream reserves the right to modify this AUP in its discretion at any time.

www.virtustream.com is a site operated by Virtustream Inc, a company incorporated in Delaware and whose principal office is located at 4800 Montgomery Lane, Suite 1100, Bethesda, MD 20814 USA.

Suspension, Termination

If Virtustream determines that any User has violated any element of this AUP, Virtustream may initiate a claim in accordance with the terms and conditions of the GSA Schedule Contract and the Contract Disputes Act (see FAR 52.233-1 and 41 USC 7101). Nothing in this AUP shall exclude or limit Virtustream's liability for

death or personal injury caused by its negligence or any other liability that cannot be excluded or limited by law.

Prohibited Conduct

In General

The Virtustream Infrastructure and Services must be used in a manner that is consistent with the intended purpose of the Virtustream Infrastructure and Services and may be used only for lawful purposes. Users shall not use the Virtustream Infrastructure and Services in order to transmit, distribute or store content: (a) in violation of any applicable law or regulation, including export or encryption laws or regulations; (b) that may adversely affect the Virtustream Infrastructure and Services or other Virtustream customers; or (c) that may expose Virtustream to criminal or civil liability.

Inappropriate Content

Users shall not use the Virtustream Infrastructure and Services to transmit, distribute or store material that is inappropriate, as reasonably determined by Virtustream, or material that is obscene (including child pornography), defamatory, libelous, threatening, abusive, hateful, or excessively violent. Notwithstanding the foregoing or anything else to the contrary, no pornographic content of any kind may be stored (either permanently or temporarily), processed by or transmitted through any of Virtustream's cloud based services or any of Virtustream's cloud based infrastructure, including, without limitation, Virtustream's xStream platform.

Intellectual Property

Material accessible through or contained within the Virtustream Infrastructure and Services may be subject to protection under privacy, data protection or confidentiality laws and may contain intellectual property rights owned by Virtustream or third parties, including but not limited to, copyright, patents, trademarks, trade names, trade secrets or other proprietary information. Users shall not use the Virtustream Infrastructure and Services in any manner that would infringe, dilute, misappropriate, breach or otherwise violate any such rights or laws. Users are responsible for ensuring that all applications, software, programs, and content which are hosted through the Virtustream Infrastructure and Services are properly licensed from the applicable third parties to the extent required in the context of the applicable deployment.

Harmful Content

Users shall not use the Virtustream Infrastructure and Services to transmit, distribute or store material that may be harmful to or interfere with the Virtustream Infrastructure and Services or any third party's networks, systems, services, or web sites. Such prohibited harmful content includes, but is not limited to, viruses, worms, and Trojan horses.

Fraudulent/Misleading Content

Users shall not use the Virtustream Infrastructure and Services to transmit or distribute material containing fraudulent offers for goods or services, or any advertising or promotional materials that contain false, deceptive, or misleading statements, claims, or representations or which does not comply with any applicable advertising laws or codes of practice.

Collecting Information

Users shall not use the Virtustream Infrastructure and Services to store or collect, or attempt to store or collect, personal data (including data as defined in the Data Protection Directive (Directive 95/46/EC)) relating to any third parties without their prior knowledge and consent and Users must comply at all times with the Data Protection Directive and all other applicable data protection legislation.

Email and Unsolicited Messages

Users shall not use the Virtustream Infrastructure and Services to transmit unsolicited e-mail messages, including, without limitation, unsolicited bulk email ("spam"). Further, Users are prohibited from using the service of another provider to send spam to promote a website hosted on or connected to the Virtustream Infrastructure and Services. In

addition, Users shall not use the Virtustream Infrastructure and Services in order to send e-mail messages which are excessive and/or intended to harass or annoy others.

Other Improper Actions

Users shall not use the Virtustream Infrastructure and Services to conduct activities that may be harmful to or interfere with the Virtustream Infrastructure and Services or any third party's networks, systems, services, or Web sites, including, but not limited to, flooding, mail bombing, or denial of service attacks. Users are prohibited from violating or attempting to violate the security of the Virtustream Infrastructure and Services or the computers, accounts, or networks of another party. Users are also prohibited from any activity considered a precursor to attempted security violations, including, but not limited to, any form of scanning, probing, or other testing or information gathering activity. Inappropriate activity may result in civil or criminal liability. Virtustream may investigate such activity, and may involve and cooperate with law enforcement authorities in prosecuting Users involved in such activity.

Responsibility for Content

Virtustream takes no responsibility for any content created or accessible on or through the Virtustream Infrastructure and Services. Virtustream is not obligated to monitor such content. Virtustream will not exercise any editorial control over such content. Virtustream further reserves the right to cooperate with legal authorities and third parties in any investigation of alleged wrongdoing.

Responsibility for End Users

Where agreed in Customer's contract with Virtustream, Customers may extend access to the Virtustream Infrastructure and Services to their end users. Where this is done, it is the Customer's responsibility to ensure that all of its end users comply with this AUP.

Reporting Violations

Virtustream requests that any person who becomes aware of a violation of this AUP reports this information to Virtustream by email to legal@virtustream.com. Virtustream may take any appropriate action as it reasonably deems fit in its sole discretion in respect of such violations.



Locations

U.S. Offices

Bethesda, MD
San Francisco, CA
Atlanta, GA

Europe Offices

London, UK
Kaunas, Lithuania
Walldorf, Germany

Data Centers

Washington DC
Las Vegas, NV
San Francisco, CA
London, UK
Amsterdam, The Netherlands

South Asia Offices
Pune, India

VIRTUSTREAM INC. SOFTWARE LICENSE AGREEMENT

This Software License Agreement ("Agreement") is made effective as of this ___ day of _____, ____ ("Effective Date") by and between _____, a _____ corporation with offices located at _____ ("Licensee") and **VIRTUSTREAM, Inc.**, a Delaware corporation, with offices located at 4800 Montgomery Lane, Suite 1100, Bethesda, Maryland 20814 ("**Virtustream**").

1. Definitions

For the purpose of this Agreement the following terms shall have the corresponding definitions:

"μVM" means a computing processing unit consisting of CPU, memory and associated LAN network bandwidth. The components of one (1) μVM are: 200MHz of CPU, 768MB of RAM, 2Mbs of network bandwidth, and 40 IOPs of storage bandwidth in the network fabric.

"Affiliate" means an entity that Controls, is Controlled by or is under common Control with a party;

"Annual Maintenance Fee" means the annual fee for Maintenance, as initially set forth in an applicable Order Form or the applicable Maintenance Schedule to the Agreement (attached below and marked as Maintenance Schedule 1 to the Agreement).

"Control" means the ownership of more than fifty percent (50%) of an entity's stock or other voting interest;

"Enhancements" means the updates, upgrades, modifications and corrective programming to the Software that may be made available to Licensee as part of Maintenance.

"License Fee" means the license fee set forth in the Order Form.

"License Key" means the code provided to Licensee and/or User (as applicable) by Virtustream that enables the Software and/or Products to operate on the licensed server (if applicable) in the licensed configuration (if applicable).

"Managed Device" means a computer, mobile device or other physical hardware or virtual machine that will: (a) directly or indirectly access or interact with the Software; (b) be monitored by the Software for security and/or compliance purposes; (c) access systems that are monitored for security and/or compliance purposes by the Software.

"Maintenance" means the services and support made generally available for the Software as set forth in this Agreement as "Maintenance" or as defined in the Maintenance Schedule, which services may be made available in increments of twelve (12) months, renewing annually ("Annual Maintenance Periods"), as set out in an Order Form, and shall generally include (i) Enhancements made generally available to other licensees of the Software current on Maintenance; and (ii) support as specified in Exhibit 2 attached hereto. Provided Licensee remains current with respect to any and all required Maintenance Fees, Maintenance will be made available to Licensee for so long as such services are made generally available to other similarly situated licensees in the Territory.

"Maintenance Schedule" means the support guidelines for Maintenance set out in Exhibit 2, which guidelines may be updated by Virtustream from time to time.

"Order" or "Order Form" means the applicable order form, including the Order set out in Exhibit 1, hereto, executed by the parties in connection with the Software, and detailing the specific Software licensed for use pursuant to this Agreement. This Agreement may have multiple Order Forms.

"Service Customer" means a third party for whom Licensee performs certain services.

"Software" or "Products", means the Virtustream software, in object code, licensed to Licensee as specified in an Order Form, including any Enhancements.

"Territory" means the United States or the Territory set out in an Order Form.

"User Materials" means the documentation provided by Virtustream with the Software as such documentation may be modified to incorporate Enhancements.

“Use” means to install, access, display, run, copy (to the extent permitted in an Order Form), or otherwise interact with the Software in any way. Except as may be provided in an Order Form, Use shall be limited to Licensee’s internal business purposes/operations, the number or quantity of μVMs or Managed Devices and/or modules specified in applicable Order Forms, and any additional limitations set out in an Order Form.

“Users” means Licensee’s employees and contractors, as permitted herein, who are authorized to access or use the Software for Licensee’s internal business operations or as otherwise set out in an Order Form.

“User – Managed Service Provider” means in the context of the ViewTrust Software, Users that use the ViewTrust Software to provide services for a fee, or otherwise, to Service Customers, as authorized in an Order Form.

“Warranty Period” means the ninety (90) day period following initial delivery of the Software.

2. License.

(a) **Term.** For the applicable term set forth in an Order Form, and subject to the terms and conditions of this Agreement and the Order Form, Virtustream hereby grants to Licensee, and Licensee hereby accepts, a non-exclusive, non-assignable, non-transferable license to Use the Software in the Territory.

(b) **Use.** Unless otherwise indicated in this Agreement or an Order Form, the Software is licensed for Use by Users for Licensee’s internal use, operations and management of Licensee’s own internal business operations. Subject to an Order, Licensee shall only Use the Software for up to, as applicable, the number of Managed Devices or μVM’s to manage systems and devices as licensed and described in the Order Form, in a manner consistent with the limits set forth in such Order, and as may be further limited by the number/type of modules the applicable licensed configuration permits. If applicable, please see Use Restrictions for Managed Service Provider and/or OEM Partner License and Distribution Agreement in Order Forms to the Agreement.

(c) **Evaluation License.** For any Evaluation License or Trial License (as indicated in an Order Form and/or if the applicable License Key indicates that Licensee is licensing the Software for an initial evaluation period), the license shall only be valid for a period of thirty (30) days (or other period of time set out in an Order) from the date of initial delivery of the Software or License Key, and all Use of the Software shall be limited to evaluation/testing in a non-productive environment or sandbox. Any installations or configurations of the Software must be destroyed at the conclusion or termination of the trial period. Following such Evaluation License or Trial License, any additional Use of the Software shall require a new/separate license key, and Virtustream may require a new Order. All Software licensed on a trial or evaluation basis is licensed “AS IS” and “WHERE IS”, without warranty or indemnity of any kind. Licensee’s sole remedy in connection with Software licensed on a trial or evaluation basis shall be to cease all use of the Software.

(b) **Copies.** Except as provided herein and in an Order Form, Licensee shall not copy or reproduce the Software or User Materials. Subject to the license restrictions set forth in this Agreement and an Order Form, Virtustream grants to Licensee a license to Use copies of the object code of the Software, and to make one (1) copy of the Software in machine-readable form as reasonably required for backup purposes. Licensee shall reproduce all proprietary notices on any copies of the Software and User Materials.

(d) **License Restrictions.** Licensee shall only allow Licensee’s employees and contractors who are performing work for Licensee’s benefit to Use the Software pursuant to this Agreement and an Order (any other Use of the Software by Licensee is deemed and agreed by Licensee to be unlicensed Use). Prior to permitting any contractor to Use the Software, Licensee shall require such contractor to agree in writing to confidentiality obligations at least as protective of confidential information as the provisions set out herein and to only use the Software on behalf of Licensee in accordance with the Agreement and an Order. Except as permitted in an Order, the Software shall not be Used on behalf of a Service Customer nor shall the Software be Used by or on behalf of, accessed by or for the benefit of, re-sold to, rented to, licensed to, sub-licensed to, or distributed to, or otherwise provided, transferred or disclosed to, any other party. In addition, Licensee shall (i) remove/uninstall all components of the Software from any computer or other hardware that Licensee sells or of which Licensee divests itself; (ii) not use the Software, except as permitted in this Agreement or an Order Form; (iii) not modify; create any derivative works; reverse engineer, reverse translate, reverse compile; or disassemble the Software or any part or copy thereof, or, otherwise attempt to derive the source code or structure of the code; (iv) not disclose the Software in either object code form or source code form to any third party; (v) not merge all or any part of the Software with another program; (vi) not store the Software or any part thereof on any computer, network or server that can be accessed by anyone other than Users who use the Software in the performance of their duties on behalf of Licensee. Licensee shall be responsible for any breach of this Agreement by any Users.

(e) **High Risk Activities.** The Software is not intended for Use in connection with any high risk, mission critical or strict liability activity (including, without limitation, air or space travel, power plant operation, life support or medical operations) and Virtustream makes no warranty and shall have no liability in connection with any Use of the Software in such situations to the maximum extent allowed by law.

(f) **Modification.** Virtustream shall at all times be and remain the owner of all Software and associated intellectual property, as well as the owner of any and all modifications, extensions, and versions of the Software, without regard to whether such modifications, extensions, and versions of the Software were developed by or for Licensee. Licensee covenants, on behalf of itself and its successors and assigns, not to assert against Virtustream, or its resellers, distributors, suppliers, commercial partners and/or customers, any rights in any modifications in or to the Software developed by or on behalf of Licensee, whether developed with or without Virtustream's participation, and whether or not developed with or without reference to any Virtustream Confidential Information.

3. Maintenance

(a) **General.** Virtustream shall provide Licensee with Maintenance for the initial Annual Maintenance Period set out in an Order. Maintenance shall be provided only for the then current release of the Software and for the immediate preceding release of the Software for up to twelve (12) months after the commercial release of the current release of the Software. To the extent that Maintenance Services for the Software are generally made available to other similarly situated licensees in the Territory, Licensee may renew Maintenance. Virtustream may increase the Annual Maintenance Fee applicable to the Software annually upon thirty (30) days written notice prior to the renewal of the Annual Maintenance Period. The parties may enter a separate agreement for the provision by Virtustream of Maintenance or additional support services.

(b) **Termination.** Either party may terminate Maintenance for the Software at the end of an Annual Maintenance Period by written notice to the other party at least thirty (30) days before expiration of the Annual Maintenance Period. Virtustream may pursue an alleged breach of Agreement terms and conditions by submitting a claim in accordance with the Contract Disputes Clause, 41 USC 7101 et seq. and FAR 52.233-1. Virtustream is obligated to continue performance during the pendency of the claim.

4. Fees and Payments

(a) **Fees.** In the event of a GSA Schedule Contract Order (Reseller), the Government Customer (Licensee) will pay the applicable fees, in accordance with the Prompt Payment Act, to the Schedule Contractor who will then pay Virtustream. In the absence of a Reseller, the Licensee (Government Customer) shall pay to Virtustream, the License Fees and the initial Annual Maintenance Fee set forth in an Order Form and in accordance with the Prompt Payment Act.

(b) **Taxes.** In accordance with FAR 52.229-1 and 52.229-3, any taxes and surcharges must be submitted to the Government Contracting Officer for a determination of applicability prior to invoicing, unless specifically agreed to otherwise in the Government contract.

(c) **Payments.** The payment of fees shall be in accordance with the Prompt Payment Act.

5. Third Party Software.

The Software may include software or data which has been licensed or provided to Virtustream by third parties ("Third Party Software"), and that the licensor of any Third Party Software embedded in or provided with the Software has a proprietary interest in such software or data. Licensee's right to use any Third Party Software provided with the Software shall be limited to the use necessary to operate the Software as permitted by this Agreement or as provided in such separate third party license agreement.

6. Protection of Proprietary Rights.

(a) **General.** Licensee has no rights in or to the Software except the Use rights provided in this Agreement and an Order. All right, title and interest, including trade secrets, trade-marks, service marks, patent rights, copyright interests, and other forms of intellectual property, to the Software (including Third Party Software) along with any and all modifications or Enhancements in or to the Software and User Materials, including any copies thereof are the exclusive property of Virtustream and will at all times remain the exclusive property of Virtustream (and/or Virtustream's licensors).

(b) **Obligation.** Licensee acknowledges that the Software and other information provided to Licensee by Virtustream is the proprietary and confidential material of Virtustream ("Confidential Information") and Licensee agrees not to disclose, provide or otherwise make available, the Confidential Information of Virtustream, in whole or part, to any third party. Licensee will take reasonable steps to protect Virtustream's Confidential Information from any use/Use, reproduction, publication or disclosure not specifically authorized by this Agreement (collectively, "Unauthorized Use or Disclosure"). If Licensee does not have in force policies to prevent Unauthorized Use or Disclosure and copying of the Confidential Information, then Licensee agrees to instruct all Licensee employees or contractors, and any other authorized third party who receive access to the Confidential Information, that the Proprietary and Confidential information is the property of Virtustream (or its licensors) and all Unauthorized Use or Disclosure of the Confidential Information as prohibited in the Agreement is prohibited. Licensee shall be responsible for any breach of the terms of this Agreement by any party who gained access to Virtustream Confidential Information by or through Licensee. Licensee shall also be responsible for any breach of this Agreement originating with any third party to whom Licensee disclosed the Confidential Information.

7. Limited Warranty.

(a) **Warranty Period.** Virtustream warrants that during the Warranty Period the Software will substantially conform to the functional description(s) set forth in the User Materials. Licensee sole remedy for a breach of this warranty during the Warranty Period shall be that Virtustream will, at its option, (i) repair or replace the nonconforming Software within a reasonable period of time following notice of the claim making the Software substantially conform with the functional description(s) for the Software set forth in the User Materials, or (ii) refund the applicable portion of the license fees paid by Licensee for the applicable Software; provided, that, (a) the Software has been properly installed and used at all times in accordance with the instructions for Use and in accordance with the User Materials; (b) no modification, alteration or addition has been made to the Software; and (c) Virtustream receives written notice of the non-conformity during the Warranty Period.

(b) **Exclusions.** EXCEPT FOR THE PRECEDING EXPRESS LIMITED WARRANTY, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, VIRTUSTREAM AND ITS LICENSORS PROVIDE THE SOFTWARE WITHOUT ANY WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND VIRTUSTREAM AND ITS LICENSORS SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. THE ENTIRE RISK OF THE USE OF THE SOFTWARE, USER MATERIALS AND DOCUMENTATION SHALL BE BORNE BY LICENSEE. Virtustream does not promise or warrant that the Software is appropriate for Licensee's planned use or that the Software will operate without interruption or be error free.

(c) **General.** THE DISCLAIMER OF REPRESENTATIONS, WARRANTIES AND CONDITIONS AND LIMITATION OF LIABILITY CONSTITUTE AN ESSENTIAL PART OF THIS AGREEMENT. LICENSEE ACKNOWLEDGES THAT BUT FOR THE DISCLAIMER OF REPRESENTATIONS, WARRANTIES AND CONDITIONS AND LIMITATION OF LIABILITY, NEITHER VIRTUSTREAM NOR ANY OF ITS LICENSORS OR SUPPLIERS WOULD GRANT THE RIGHTS GRANTED IN THIS AGREEMENT.

8. Limitation of Liability.

EXCEPT FOR CLAIMS ARISING FROM THE UNAUTHORIZED USE OR DISCLOSURE OF A PARTY'S PROPRIETARY OR CONFIDENTIAL INFORMATION (WHICH POTENTIAL CLAIMS EXPRESSLY INCLUDE VIRTUSTREAM'S RIGHT TO COLLECT DAMAGES FOR UNAUTHORIZED USE OR DISCLOSURE OF SOFTWARE OR OTHER VIRTUSTREAM PROPRIETARY OR CONFIDENTIAL INFORMATION), AND VIRTUSTREAM'S RIGHT TO COLLECT FEES, AND LICENSEE'S DUTIES ARISING UNDER THIS AGREEMENT, THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY UNDER OR RELATED TO THIS AGREEMENT SHALL BE LIMITED TO THE LICENSE FEES (IF ANY) PAID BY LICENSEE FOR THE SOFTWARE SPECIFICALLY GIVING RISE TO THE CLAIM. IN NO EVENT WILL VIRTUSTREAM OR ITS LICENSORS, OR LICENSEE, BE LIABLE FOR ANY LOST PROFITS OR BUSINESS OPPORTUNITIES, LOSS OF USE, BUSINESS INTERRUPTION, LOSS OF DATA, OR ANY OTHER INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES UNDER ANY THEORY OF LIABILITY (WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, PRODUCT LIABILITY, OR OTHERWISE). THE FOREGOING LIMITATIONS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, REGARDLESS OF WHETHER A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

9. Audit Rights.

Licensee will maintain accurate records concerning Use of the Software (and Licensee shall report actual consumption on a quarterly basis, unless otherwise agreed to by the parties) for the duration of the Agreement's term, or for the duration of any license grant arising under or as a result of the parties' agreement to terms reflected in an Order Form. Virtustream, or persons designated by Virtustream, will, at any reasonable time and upon reasonable notice and in accordance with the Government's security measures, be entitled to inspect such records concerning Use and to otherwise inspect or audit Use of the Software in order to verify compliance with the Agreement and any Order Form or Schedule to the Agreement. In the event any audit or inspection reveals any unauthorized Use of the Software, Licensee and Virtustream will enter into an additional Order Form for the licensing of Software under the Agreement pursuant to which Licensee shall be assessed additional License Fees (according to Virtustream's then current official prices list in effect) as reasonably required to bring Licensee's use into compliance with the Agreement, as well as applicable Maintenance fees associated with the period of unauthorized Use. If any such audit reveals unlicensed Use/use by Licensee of five percent (5%) or more in excess of the actual licensed amounts of Software as set forth in an Order Form, Virtustream may file a claim in accordance with the Contract Disputes Act and FAR 52.233-1 .

10. Termination; Survival.

(a) **Termination.** Virtustream may request the termination of this Agreement in accordance with the Contract Disputes Act and FAR 52.233-1. In the event of any such termination by Virtustream, Licensee shall destroy or return immediately all Software and all Virtustream Proprietary or Confidential Information in its possession, including all copies thereof.

(b) **Survival.** Sections 2(c), 2(d), 2(e), 5, 6, 7(b), 7(c), 8, 9, 10 and 13 shall survive any such termination. In the event of any termination hereunder, Licensee shall not be entitled to any refund of any payments made by Licensee.

11. Authorized Distributors and Resellers.

Virtustream authorized distributors and resellers do not have any right to make modifications to this Agreement or to make any additional representations, commitments, or warranties. Any such purported modifications shall be null and void and shall not be enforceable against Virtustream and may result in termination of any agreement with any customer of any reseller or authorized distributor. This statement must remain in each and every license agreement entered into with any customer of any reseller or authorized distributor.

12. Infringement Indemnification.

Subject to the limit of liability set forth above, Virtustream shall defend, or at its option, settle and pay any claim, suit, or proceeding brought against Licensee based on an allegation that the Software (excluding Third Party Software or Trial Software, if any) infringe or misappropriate any copyright or trade secret or any United States patent or trademark ("Infringement Claim"), provided Licensee promptly notify Virtustream in writing of Licensee's notification or discovery of an Infringement Claim such that Virtustream is not prejudiced by any delay in such notification. Virtustream may participate in the defense or settlement of any Infringement Claim and Licensee will provide reasonable assistance in the defense of same. Following notice of an Infringement Claim or if Virtustream believes such a claim is likely, Virtustream may at its sole expense and option: (i) procure for Licensee the right to continue to Use/use the allegedly infringing Software; (ii) replace or modify the allegedly infringing Software to make it non-infringing; or (iii) if neither of the foregoing is commercially reasonable, accept return of the allegedly infringing Software and provide Licensee with a pro-rata refund of the applicable License Fees paid to Virtustream for the allegedly infringing Software based on a term of sixty (60) months following execution of the applicable Order for the Software. Virtustream assumes no liability for any Infringement Claims or allegations of infringement or misappropriation based on: (i) Licensee's continued Use/use of allegedly infringing Software after notice from Virtustream that Licensee should cease Use/use of same due to an allegation of infringement or misappropriation; (ii) any modification of the Software by Licensee or at Licensee's direction or Virtustream's compliance with instructions or directives of Licensee; or (iii) Licensee's combination of the Software with other programs, data, hardware, or other materials, if such Infringement Claim would have been avoided by the use of the Software without such combination; or (iv) Infringement Claim is alleged in any way to result from the Use/use of the Software in combination with equipment or third party software not approved by Virtustream; or (v) any Unlicensed Use/use of the Software. THE FOREGOING STATES LICENSEE'S ENTIRE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY INFRINGEMENT CLAIM AND DOES NOT COVER OPEN SOURCE SOFTWARE

13. General

(a) **Entire Agreement.** This Agreement, the GSA Order, the GSA Schedule Contract terms and conditions, and any Order Form(s) are a complete statement of the agreement between Licensee and Virtustream with respect to the Software, and there are no other prior or contemporaneous understandings, promises, representations, or descriptions with respect to the Software. This Agreement and any Order Form sets forth Virtustream's entire liability and Licensee's exclusive remedy with respect to the Software and supersedes the terms of any purchase orders and any other communications or advertising with respect to the Software. Purchase Orders, if any, issued in conjunction with this Agreement or any payment obligation arising hereunder, are for the administrative convenience of the parties and shall not be alleged or argued to amend, revise, supersede, or in any way effect the terms of this Agreement or any associated Order Form or Schedule to the Agreement.

(b) **Headings.** Headings under this Agreement are intended only for convenience and shall not affect the interpretation of this Agreement.

(c) **Waiver.** No failure of either party to exercise or enforce any of its rights under this Agreement will act as a waiver of those rights. To be effective, any waiver under this Agreement must be in writing and signed by both parties.

(d) **Severability.** If any provision of this Agreement is found illegal or unenforceable, it will be enforced to the maximum extent permissible, and the legality and enforceability of the other provisions of this Agreement will not be affected.

(e) **Governing Law.** This Agreement will be governed by the Federal laws of the United States. The United Nations Convention for the International Sale of Goods shall not apply.

(f) **Government Restricted Rights.** This provision applies to Software acquired/licensed directly or indirectly by or on behalf of the United States government. The Software, and any accompanying documentation are deemed to be "commercial computer software" and "commercial computer software documentation," respectively, pursuant to DFAR Section 227.7202 and FAR Section 12.212(b), as applicable, and are commercial products, licensed on the open market at market prices, and were developed entirely at private expense and without the use of any United States government funds. Any use modification, reproduction, release, performance, display, or disclosure of the Software by any government shall be governed solely by the terms of this Agreement and shall be prohibited except to the extent expressly permitted by the terms of this Agreement. No license to the Software is granted to any government requiring different terms. Except as permitted in an Order, Licensee shall not use, nor permit the use of, the Software to provide services to any public sector or government end user.

(g) **Export.** The Software is only licensed for Use in the Territory. If Licensee is authorized under an Order to export the Software outside the United States, Licensee shall not export or re-export the Software outside the Territory, except in compliance with the United States Export Administration Act and the related rules and regulations and similar non-U.S. government restrictions, if applicable.

The U.S. Department of Commerce prohibits export or diversion of certain products and technology to certain countries. Any and all of Licensee's obligations with respect to the Software shall be subject in all respects to such United States laws and regulations as shall from time to time govern the license and delivery of technology and products abroad by persons subject to the jurisdiction of the United States, including the Export Administration Act of 1979, as amended, any successor legislation, and the Export Administration Regulations ("EAR") issued by the Department of Commerce, International Trade Administration, and Bureau of Export Administration. Licensee warrants that Licensee and/or User (as applicable) will comply in all respects with the export and re-export restrictions applicable to the Software and will otherwise comply with the EAR or other United States laws and regulations in effect from time to time.

(h) **Denied Persons List.** Licensee warrants and agrees that Licensee is not, and if Licensee is a Managed Service Provider, that its Service Customers are not and will not be on the U.S. Treasury Department list of Specially Designated Nationals, or the U.S. Commerce Departments Table of Deny Orders list, or on any other applicable government list designating/defining a category or group of individuals/entities/persons/business entities with whom which it would be unlawful to do/transact business. The Software will at all times be limited to Use that is in compliance with applicable law.

(i) **Trademarks.** Virtustream, xStream and ViewTrust, and any other marks of Virtustream, Inc. disclosed to Licensee are trademarks and/or registered trademarks of Virtustream, Inc. in the United States and/or various jurisdictions.

(i) **Title.** Title and risk of loss pass to Licensee FOB Origin if shipped, or upon delivery by Virtustream to Licensee of the download link and/or a License Key, as applicable.

(j) **FCPA.** Each party shall: (i) comply with all applicable country laws relating to anti-corruption or anti-bribery, including but not limited to the requirements of the Foreign Corrupt Practices Act, as amended, (FCPA) (15 U.S.C. §§78dd-1, et. seq.), the UK Bribery Act (UKBA) and any legislation implementing the Organization for Economic Co-operation and Development "Convention on Combating Bribery of Foreign Public Officials in International Business Transactions" (the "OECD Convention") or other anti-corruption/anti-bribery convention; (ii) neither directly nor indirectly, pay, offer, give, or promise to pay or give, any portion of monies or anything of value received from the other party to a non-U.S. public official or any person in violation of the FCPA, UKBA and/or in violation of any applicable country laws relating to anti-corruption or anti-bribery. Neither party will (i) give, offer, promise or give a national of the U.K., U.S. or elsewhere, with the intention of inducing or rewarding a person to perform certain functions improperly, where there is an expectation that those functions are to be performed in good faith, impartially, or in a position of trust; or (ii) request, agree to receive, or accept a financial or other advantage from another person whether a national of the U.K., U.S. or elsewhere, intending that, in consequence, a relevant function or activity (as explained above) should be performed improperly or as a reward for the improper performance of a relevant function.

(k) **Successors and Assigns.** Virtustream may request assignment of the Agreement in accordance with FAR 42.12 Novation and Change-of-Name Agreements.

(l) **Order of Precedence.** In the interpretation of this Agreement and the relationship of the parties as it relates to the Use/use of and/or licensing of Licensed Software, the order of precedence or hierarchy shall be as stated in GSA Schedule Contract terms and conditions and General Services Administration Acquisition Regulation 552.212-4 (s).

(l) **Force Majeure.** Except for the payment of fees due and payable hereunder, any delay in performance or failure to perform a term, condition, or covenant reflected herein, to the extent caused by factors or conditions beyond the reasonable control of a party the non-performing party shall not constitute a breach of this Agreement, and the time for performance shall be deemed to be extended for a period equal to the duration of the factors or conditions delaying or preventing performance.

IN WITNESS WHEREOF, Virtustream and Licensee have each caused this Agreement to be signed and delivered by its duly authorized officer, all as of the Effective Date.

VIRTUSTREAM INC.

LICENSEE

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT 1

Order # QTS - 001

to
Software License Agreement (the "Agreement") dated December ____, 2015
between
Virtustream, Inc.
and
("Licensee")

This Order #QTS-001 (the "Order") is made and entered into this __ day of ____, 201__ pursuant to the Agreement. In the event of a conflict between this Order Form and the Agreement, the terms of this Order Form shall prevail.

1. SOFTWARE

Material or SKU No.	Product Name	License Term	Quantity

2. FEES

In consideration of the rights granted herein to the Software and the initial twelve (12) months of Maintenance, Licensee shall pay the following fees, plus applicable taxes, in accordance with the Agreement:

LICENSE FEE	
ANNUAL MAINTENANCE FEE	
TOTAL	

3. DELIVERY

Virtustream shall make available to Licensee a License Key to download the Software or facilitate such other delivery as is consistent with Virtustream's then-current delivery process; delivery is deemed and agreed to be at the following address:

4. SCOPE OF LICENSE

5. ANNUAL MAINTENANCE TERM

Maintenance for the Software shall commence upon the Effective Date and continue for twelve (12) months. Thereafter, Maintenance may be renewed annually in accordance with the Agreement or Virtustream's then current applicable Maintenance Schedule. The initial Annual Maintenance Fee is set out above.

IN WITNESS WHEREOF, Virtustream and Licensee have each caused this Order Form to be signed and delivered by its duly authorized officer, all as of the Effective Date.

VIRTUSTREAM, INC.

LICENSEE

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT 2

MAINTENANCE SERVICE SUPPORT SCHEDULE

1. DEFINITIONS

"Designated Representative" means a representative(s) designated by Licensee in writing who is authorized to contact Virtustream for Maintenance. A Designated Representative shall be trained in the operation of the Software or have sufficient technical knowledge and experience to interact with Virtustream's technical personnel providing Maintenance. Maintenance shall only be provided by Virtustream to such Designated Representative.

"Software" means Virtustream's xStream and/or ViewTrust software as set out in an Order.

"Ticket Response Time" means the amount of time it will take Virtustream to initially respond to a request for technical support for the Software.

2. MAINTENANCE SUPPORT SERVICES.

This Schedule 2 sets out the service support schedule for the Software. Virtustream may alter or revise the terms of this service support schedule by providing Licensee at least thirty (30) days prior written notice of such change, provided such changes are applicable to all other similarly situated Licensee's in the Territory. Subject to the foregoing, Virtustream will provide to Licensee (through Licensee's Designated Representative(s)) the following technical support services for the Software during the term of Maintenance:

- (a) Telephone support.
- (b) Access to the Virtustream support group monitored by Virtustream technical support staff; and
- (c) An online update containing then-current generally available technical notes and bulletins.

3. EXCLUSIONS FROM MAINTENANCE SUPPORT SERVICES

- (a) Maintenance does not include:
 - (i) training in the use of the Software;
 - (ii) developing new enhancements for Licensee pursuant to a Licensee request;
 - (iii) assistance with third party software, hardware and communication networks required to operate and to access the Software;
 - (iv) direct assistance and support to any person that is not identified by Licensee as a Designated Representative (as hereinafter defined);
 - (v) maintenance services for any third party hardware;
 - (vi) any new release of the Software which is not described in the definition of "Maintenance" in the Agreement; and
 - (vii) any other services that are not specifically stated herein.
- (b) Virtustream will have no obligations to provide technical support for the Software with respect to the following:
 - (i) any Software or other computer system failures caused by:
 - (1) operator error or hardware failure; or
 - (2) failure to follow the procedures outlined in the User Materials ;
 - (ii) modifications made to the Software by Licensee or under Licensee's direction;
 - (iii) failure by Licensee to maintain hardware and any third party software application in accordance with the guidelines provided by Virtustream or such third party; or
 - (iv) Maintenance shall be provided only for the then current release of the Software and for the immediate preceding release of the Software for up to twelve (12) months after the commercial release of the current release of the Software.
- (c) Virtustream reserves the right to charge Licensee Virtustream's then-current fee for support requests logged via its support ticketing system that are outside the parameters of included services of this Maintenance Services Support Schedule.

4. DESIGNATED REPRESENTATIVE.

Licensee may have up to ___ Designated Representatives obtain Maintenance Support Services.

5. OPENING A SERVICE LEVEL REQUEST.

If Licensee requires technical support for the Software during an applicable term of Maintenance, Licensee shall contact Virtustream and a ticket will be submitted as set out herein. Upon submission of a ticket, Licensee shall provide Virtustream with sufficient information to enable Virtustream to reproduce the error. If Virtustream is unable to replicate the error, Virtustream will notify Licensee that the ticket will be closed. Licensee may submit additional information to enable Virtustream to replicate the error. Licensee must provide appropriate and timely assistance to Virtustream while a ticket is open.

	xStream Software	ViewTrust Software
<i>Help Desk Access</i>	877 303-9524 Email:	877 303-9524 Email:
<i>Critical Support Hours</i>	24 hours x 7 days x 52 weeks	
<i>Business Hours</i>	Monday – Friday: 8:00 am – 8:00 pm EST	Monday – Friday: 8:00 am – 8:00 pm EST

6. SEVERITY LEVEL/TICKET RESPONSE TIME

The following sets out Virtustream's service levels based on the severity level of a reported error and subject to Virtustream being able to re-create the problem and determining that the problem is due to the Software (and not due to :

Severity Level Description	Description	Ticket Response Time/Action
<i>Severity Level 1 - Production Emergency</i>	The Software does not produce usable output or new installation of Software is unsuccessful. No workaround available. Updates hourly thereafter	Initial response by Virtustream via phone or email is expected within 15-minutes during Critical Support Hours. Immediate and continued support until the problem is resolved with a fix or workaround. The fix (or workaround) will be distributed to all affected licensees.
<i>Severity Level 2 - Serious</i>	Results show that a feature of the Software does not function as documented. However, a workaround is available and the Software can continue to be used.	Initial response by Virtustream via phone or email is expected within 1 hour during Critical Support Hours. Updates will be provided every four (4) Business Hours. Immediate resolution is not guaranteed, but the ticket is prioritized and Licensee is notified within three (3) business days of the intended action. The fix (or workaround) will be distributed to all affected licensees.
<i>Severity Level 3 – Moderate/Low</i>	Non-critical problem; workaround is available.	Initial response by Virtustream via phone or email is expected within 4 Business Hours. Immediate resolution is not guaranteed, but the workaround (if one is found) is made available to all affected licensees.
<i>Severity Level 4 - Cosmetic</i>	Error in, or information missing from, the Documentation.	Initial response by Virtustream via phone or email is expected within 8 Business Hours. Action is dependent on the severity of the problem - high impact problems are distributed via the support site or email; other problems are fixed and distributed with the next general release of Software or Documentation.