DLT RIDER TO MANUFACTURER END USER TERMS
(For Public Sector End Users)

1. **Scope.** This DLT Rider to OC Systems, Inc. ("Manufacturer") End User Terms ("DLT Rider") establishes the terms and conditions enabling DLT Solutions, LLC ("DLT") to provide Manufacturer's Offerings to Public Sector Government Agencies to include the Federal, State and Local entities (the "Licensee" or "Customer").

2. **Applicability.** The terms and conditions in the attached Manufacturer Terms are hereby incorporated by reference to the extent that they are consistent with Public Sector Laws (e.g., the Anti-Deficiency Act, the Contracts Disputes Act, the Prompt Payment Act, the Anti-Assignment statutes). To the extent the terms and conditions in the Manufacturer's Terms or any resulting Customer Order are inconsistent with the following clauses, they shall be deemed deleted and the following shall take precedence:

    a. **Advertisements and Endorsements.** Unless specifically authorized by Customer in writing, use of the name or logo of Customer is prohibited.

    b. **Assignment.** All clauses regarding Assignment are subject to Assignment of Claims and Novation and Change-of-Name Agreements. All clauses governing Assignment in the Manufacturer Terms are hereby deemed to be deleted.

    c. **Audit.** During the term of a Customer order subject to this Rider: (a) If Customer's security requirements included in the Order are met, Manufacturer or its designated agent may audit Customer's facilities and records to verify Customer's compliance with this Agreement. Any such audit will take place only during Customer's normal business hours contingent upon prior written notice and adherence to any security measures the Customer deems appropriate, including any requirements for personnel to be cleared prior to accessing sensitive facilities. DLT on behalf of the Manufacturer will give Customer written notice of a desire to verify compliance ("Notice"); (b) If Customer's security requirements are not met and upon Manufacturer's request, Customer will provide a written certification, executed by a duly authorized agent of Customer, verifying in writing Customer's compliance with the Customer order; or (c) discrepancies in price discovered pursuant to an audit may result in a charge by the commercial supplier to the Customer however, all invoices must be: i) in accordance with the proper invoicing requirements of the Customer; ii) if there is a dispute then no payment obligation may arise on the part of the Customer until the conclusion of the dispute process, and iii) the audit, if requested by the Customer, will be performed at the Manufacturer's expense.

    d. **Confidential Information.** Any provisions that require the Licensee to keep certain information confidential are subject to the Freedom of Information Act, and any order by a Court with appropriate jurisdiction.

    e. **Consent to Government Law / Consent to Jurisdiction.** The validity, interpretation and enforcement of this Rider will be governed by and construed in accordance with the laws of the United States and/or the respective Customer's state. Any Manufacturer Terms that identify the jurisdiction in which a lawsuit may be brought, the law which shall apply to such lawsuit, or the requirements to pursue Alternative Dispute Resolution prior to such lawsuit are deemed to be deleted. All clauses in the Manufacturer Terms referencing equitable remedies are deemed to be deleted.

    f. **Contractor Indemnities.** DLT shall not be required to indemnify Customer except as explicitly stated in the contract. Any such indemnification requirement shall vest control over the matter with the United States and shall give DLT or the Manufacturer the right to intervene in the proceeding at its own expense through counsel of its own choice.

g. **Customer.** Customer is the "Ordering Activity", defined as any entity authorized to use government sources of supply. An individual person shall not be the Licensee or Customer.

h. **Customer Indemnities.** Customer shall not be required to indemnify DLT except as in accordance with federal statute that expressly permits such indemnification.

i. **Installation and Use of the Software.** Installation and use of the software shall be in accordance with the Rider and Manufacturer Terms, unless a Customer determines that it requires different terms of use and Manufacturer agrees in writing to such terms in a valid order placed by Customer.

j. **Force Majeure.** Clauses in the Manufacturer Terms referencing Force Majeure and unilateral termination rights of the Manufacturer are hereby deemed to be deleted.

k. **Future Fees or Penalties.** All fees and charges are as explicitly set forth in the Customer's order. Additional fees or penalties such as liquidated damages or license, maintenance or subscription reinstatement fees be incorporated into the contract only by bilateral written agreement of the parties. Any clauses imposing additional fees or penalties automatically in Manufacturer's Terms are hereby deemed to be deleted.

l. **Renewals.** All Manufacturer Terms clauses that violate the Anti-Deficiency Act or which permit automatic renewal are hereby deemed to be deleted.

m. **Taxes.** Taxes are subject to applicable jurisdiction regulations, which provides that the contract price includes all federal, state, local taxes and duties.

n. **Termination.** Clauses in the Manufacturer Terms referencing termination or cancellation are hereby deemed to be deleted. Both DLT and Customer's termination rights shall be governed by Contract Dispute Acts of the jurisdiction in which the transaction occurs.

o. **Third Party Terms.** No entity shall have privity of contract with the United States with respect to any third-party product or service, referenced in the Manufacture's Terms unless expressly stated in Customer's order. Absent agreement by Customer to the contrary, third parties shall have no rights or obligations with respect to such agreements vis-à-vis the United States.

p. **Waiver of Jury Trial.** All clauses referencing waiver of jury trial in the Manufacturer Terms are hereby deemed to be deleted.

Incorporation of Manufacturer Terms. Attached hereto are the Manufacturer Terms. As part of this Rider, the following Terms are incorporated by reference and made a part of this Rider except as modified as set forth above.

OC SYSTEMS RootCause Transaction Instrumentation Evaluation Software License Agreement

END-USER EVALUATION LICENSE AGREEMENT FOR OC Systems Software Product: RootCause Transaction Instrumentation herein referred to as RTI.

IMPORTANT: READ CAREFULLY!

This OC Systems Software License Agreement ("SLA") is a legal agreement between you, the "Licensee" and OC Systems, Inc. ("OCS") the "Licensor", for use of the Software Product "RTI" as defined below.

Installing this software from media or downloaded files by you indicates your acceptance as Licensee of these terms and conditions. If Licensee does not agree with them, Licensee should return the unopened package and all other documentation within 15 days and Licensee's money will be refunded.

OC Systems, Incorporated ("Licensor") or "OCS" and the Licensee agree as follows:

1.0 DEFINITIONS

1.1 "Target Application" shall mean be the software to which RTI is being applied.

1.2 "RTI" shall mean the shared libraries and software to instrument and collect data from the "Target Application" and the User Interface software used to define and view the collected data.

1.3 "Product" shall have the same meaning as RTI.

1.3 "Target Application Environment" shall mean the computer or network on which the Target Application executes"

1.4 Documentation shall mean all documentation accompanying RootCause including but not limited to the RootCause User's Guide and Aprobe User's Guide in any form, on-line or printed.

2.0 GRANT OF LICENSE

2.1 Non-Commercial Evaluation License. OCS grants to Licensee and Licensee hereby accepts one (1) non-exclusive, revocable, and non-transferable software evaluation license to RTI restricted to non-commercial evaluation use only. This license grant is provided in consideration for Licensee's evaluation of the RTI and agreement to abide by the terms of this Agreement.

2.2 No Commercial Use Permitted. Licensee acknowledges and agrees that no commercial use of RTI is permitted under this license. Commercial use of RTI includes: any sale, license or distribution of the software for money or economic benefit; consulting services performed for pay utilizing the software; incorporation of some or all of the software into a commercial software product including derivative; and distribution of the software under claim of authorship or ownership.

2.3 Limited Copying Permitted. Except as prohibited in Section 2.2 above, Licensee is permitted to make copies of the software only as necessary to evaluate the software. No other copying of RTI is permitted under this license.

2.4 Obtaining a Commercial Use License. Licensee acknowledges that Licensee may purchase a commercial license to RTI from OCS

3.0 NO OTHER COPYRIGHT, BACK-UP, AND TRANSFER RIGHTS CONVEYED

3.1 Licensee agrees that it shall not, nor authorize anyone else to, disassemble, reverse engineer or otherwise decompile or translate any part or all of the Java classes or object code provided as RTI. Licensee shall not modify the Product under any circumstances and Licensee has no right to authorize anyone else to modify, disassemble, or make any copies of the Product.

3.2 Licensee shall be permitted to make copies of the RTI provided that all copies shall be made solely for evaluation and backup purposes only.

3.3 Licensee's rights in the Product are expressly limited to the rights as set forth in this Agreement. The Product shall at all times remain the property of OCS or its Licensors in whole and in part and Licensee shall have no right, title or interest therein, except as provided in this Agreement.

3.4 Licensee acknowledges that the Product is copyrighted and licensed (not sold) by OCS, or one of its Licensors.

4.0 TERM AND TERMINATION

4.1 The license is effective until terminated. Licensee may terminate the license at any time by giving written notice to OCS, effective as of the date of mailing of said notice. The license will also terminate if Licensee fails to comply with any material term or condition of this Agreement and fails to cure the same within thirty (30) days. Licensee agrees that within thirty (30) days after the termination of this Agreement, Licensee shall destroy or return to OCS the original Product and all copies of the RTI in its possession and certify in writing to OCS, that through its best efforts, and to the best of its knowledge, the original RTI and all copies of RTI in its possession have been returned or destroyed, except that Licensee may keep a copy of the Product in its archives.

Termination of this license for any reason shall not be the basis of a claim of reimbursement.

5.0 NO WARRANTY WITH EVALUATION LICENSE

5.1 OCS provides no warranty whatsoever with this evaluation license. Licensee agrees that OCS shall not be liable for any damages or deficiencies resulting use of RTI for evaluation purposes. Licensee also acknowledges that Licensee may obtain a limited express warranty by purchase a Commercial License from OCS.

6.0 DISCLAIMER OF ALL WARRANTIES

6.1 Products provided under this agreement may contain or be derived from portions of materials provided by a third party under license to Licensor. OCS and any said third parties disclaim all warranties, either express or implied, with respect to the use of such materials in connection with products including (without limitation) any

IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. The express warranties and remedies provided in a Commercial License which may be purchased from OCS are in lieu of all other liabilities or obligations of OCS and/or any said third parties (whether such liabilities or obligations would arise under this Agreement or otherwise by operation of law) for damages arising out of or in connection with the delivery, use or performance of the Product in the form delivered.

7.0 LIMITATION OF LIABILITY

7.1 In no event shall OCS and/or any third party providers of materials under license to Licensor be liable under any legal theory for any damages, including, but not limited to, direct, indirect, special, incidental or consequential damages (including, but not limited to, lost profits or anticipated savings) arising out of the use of or inability to use such Product, even if OCS and/or said third parties have been advised of the possibility of such damages.

8.0 GOVERNMENT AND GOVERNMENT CONTRACTOR LICENSEES

8.1 If Licensee is any unit or agency of the United States Government, or a contractor which will or may supply the Product to any unit or agency of the United States Government, Licensee agrees that: (a) The Product is "Commercial Computer Software" as that term is defined in DoD FAR Supplement 252.227-7013 (a)(1), and in any corresponding DAR and ASPR clauses; (b) OCS represents to Licensee that the Product is developed at private expense, and no part of it was developed with government funds; (c) The government's use of the Product is subject to "Restricted Rights" as that term is defined in DoD FAR Supplement 252.227-7013 (c)(1)(ii); (d) OCS represents that the Product may be deemed a trade secret of OCS
for all purposes including for the purpose of the Freedom Of Information Act; (e) Each copy of the Product supplied to the government or to another government contractor will also bear and/or have affixed near it the restricted rights legend.

9.0 PURCHASING A COMMERCIAL LICENSE

9.1 Licensee may purchase a Commercial License for the Product from OCS. A Commercial License is priced according to the projected number of users of the Product by the Licensee, the number of Target Execution Environments, or based upon projected revenues to Licensee from exploitation of the product. Such projections shall be stated on the Purchase order issued by Licensee along with the name of the Project or Organization using the Product.

9.2 A Commercial License permits commercial exploitation of RTI by Licensee in accordance with the terms of that license.

9.3 Licensee my purchase a Commercial License to RTI from OCS by submitting a purchase order to OCS at: OC Systems Inc., 9990 Fairfax Blvd, Suite 270, Fairfax, VA, 22030 ATTN: Contracts.

9.4 A Project License does not permit use of the Product for Projects other than that specified in the Purchase Order.

10.0 PAYMENTS

11.1 This Non-commercial Evaluation Software License is granted for free. Therefore, no payments are required under this Agreement. Payments for a Commercial License shall be as provided in that license agreement.

11.0 INDEMNIFICATION FOR PATENT AND COPYRIGHT INFRINGEMENT

11.1 OCS shall defend Licensee against suits arising from any valid claim that the Product in the form delivered infringes or violates any patent, copyright, or trademark registered by a third party in the United States of America, Canada, or any member of the European Economic Community, or any member of the European Free Trade Association. Licensor shall have no liability for any above mentioned claim based upon the use of other than the current, unaltered version of the Product available from Licensor if such infringement would have been avoided by the use of a current unaltered version of the Product.

12.0 EXPORT REGULATIONS

12.1 Licensee acknowledges that certain Government Export Regulations prohibit, except under a special validated license, the exportation of technical data relating to certain commodities unless the exporter has received certain written assurances from the foreign importer. Licensee hereby agrees with and gives its assurance to Licensor that Licensee will not knowingly, unless prior authorization as may be required from any relevant governmental agency is obtained, re-export, directly or indirectly, any technical data, or direct by-product thereof, received from Licensor under this Agreement and will not export directly the Licensed Programs, or any products incorporating the Licensed Programs to any country restricted under any governmental regulation. Licensor makes no representations that a license is not required or that, if required, it will be issued by any requisite governmental agency.

13.0 GENERAL

13.1 This Agreement will be governed by the laws of the Commonwealth of Virginia. If any term, provision, or portions thereof, of this Agreement shall be found to be illegal or unenforceable, then, notwithstanding, the remaining provisions of this Agreement shall remain in full force and effect and such term or provision shall be deemed stricken. Furthermore, failure of Licensor to enforce any term, provision, or portions thereof, of this Agreement shall not void the remainder of this Agreement.

13.2 Any notices to Licensor or other communications required or permitted hereunder shall be sufficiently given when delivered by hand and acknowledged thereof, or sent by certified mail, postage prepaid, addressed as follows: OC Systems Inc., 9990 Fairfax Blvd, Suite 270, Fairfax, VA, ATTN: Contracts.

13.3 Licensee acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms and conditions. Licensee further agrees that it is the complete and exclusive statement of the agreement between the parties and except as permitted herein supersedes any proposal or prior agreement, oral or written, and any other communications between the parties relating to the subject matter of this Agreement.

13.4 No modification, addition to or waiver of any right, obligation or default under this Agreement shall be effective unless in writing and signed by both parties.

13.5 This Agreement shall be binding upon and inure to the benefit of the parties hereto and the successors to substantially the entire business and assets of the respective parties hereto. Licensee shall not otherwise assign this Agreement without the prior written consent of OCS. OCS shall not unreasonably withhold such consent.

13.6 Licensee acknowledges that the provisions of Sections 2.2, 3, 4, 5, 6, 7, 8, 9, 11, and 12, survive the expiration or prior termination of this Agreement.

13.7 Licensee is responsible for payment of any taxes, including personal property taxes, resulting from this license.