**RADIANT LOGIC**

 **MASTER LICENSE AND SERVICES AGREEMENT**

This Master License and Services Agreement (the "MLSA") is entered into as of the last signature date below or in the Order as applicable (the “Effective Date”) between Radiant Logic, Inc. (“**Radiant**”) whose principal place of business is at 75 Rowland Way, Ste 300, Novato, CA 94945 and  the Ordering Activity under GSA Schedule contracts identified in the Order(“**Licensee**”) whose principal place of business is INSERT COMPANY ADDRESS.

1. **DEFINITIONS.**
	1. “Designated Environment(s)” means the computing environments as specified in the schedule, relevant purchasing document (each a “Purchase Order”), and/or invoice provided by Radiant or one of its authorized resellers (each an “Invoice”).
	2. “Documentation” means the Identity guides and manuals, either in printed or electronic forms, for the applicable Radiant Products licensed and provided by Radiant for Licensee’s non-exclusive, limited use.
	3. “Identity” or “Identities” means a person, device, automated technology, or any other digital uniqueness that acts in cyberspace, also known as a non-person entity (NPE).
	4. “License Metrics” means the type and quantity of Identity licenses purchased, the level of maintenance and support to be provided, and the payment terms applicable to the licensing of the Radiant Products specified in the applicable Purchase Order(s).
	5. “Products” means the licensed Radiant software machine-readable object code version of the computer programs described and specifically identified in a relevant schedule, Purchase Order, and/or Invoice that Radiant (1) makes available, whether downloadable or embedded on a disc, flash, tape or other storage media (the “Software”) or (2) provides licensed Radiant Software as a service to the Licensee (i) for use in the Designated Environments (ii) encompasses related Documentation, and (iii) includes updates and enhancements made to such for use according to the License Metrics specified in the relevant schedules, Purchase Orders, and/or Invoices.
	6. "Services” means any services performed by Radiant for Licensee (may include, but not limited to, installation services on premise or within Licensee’s cloud environment, each a Designated Environment.)
	7. “Subscription” means Licensee’s right to use the Products for the term, as provided in the relevant schedules, Purchase Orders, and/or Invoices.
2. **LICENSE AND USE OF PRODUCT.**
	1. Upon receipt of 1) payment by Licensee or 2) a valid Purchase Order accepted by Radiant or its authorized Resellers, as provided herein, and Licensee’s acceptance of the terms of this MLSA, Radiant will grant a license to use the Products to Licensee subject to the term and License Metrics set forth in the schedules, Purchase Orders, and/or Invoices.
	2. Usage. Licensee is granted a Subscription that is non-exclusive, non-transferable, revocable, limited license to use the Products in the Designated Environments during the paid license term, which may include fixes, updates, upgrades, or new versions of the Products and/or Documentation (the “Enhancements”). Licensee understands and agrees that the Products are limited by the scope of use, deployment attributes, and other agreed upon restrictions and terms described in the License Metrics set forth in the schedules, Purchase Orders, Invoices, and/or this MLSA. Any circumvention of terms, License Metrics, or the restrictions on use described in the schedules, Purchase Orders, Invoices, or this MLSA constitutes a material breach of this MLSA.
	3. Licensee Responsibilities. Licensee shall: (a) use the Products in accordance with the License Metrics, this MLSA, and all Documentation and (b) use commercially reasonable efforts to prevent unauthorized use of the Products, any account or password, or any copying of the Products and notify Radiant immediately if any of the above occurs.
	4. Modifications. Radiant reserves the right to modify or discontinue, temporarily or permanently, any feature associated with the Products, with or without notice to Licensee. Licensee’s continuing use of the Products is confirmation of Licensee’s acceptance of any such modification or discontinuation. In the event that Radiant discontinues a Product that Licensee has contracted for, Licensee shall be entitled to a pro rata refund for any fees paid not used.
	5. Radiant is not responsible for installation of the Products in Licensee’s Designated Environment, unless otherwise mutually agreed upon as part of a Services project.
	6. Licensee may make copies of the Radiant Products only for archival or backup purposes.
	7. Radiant, and its suppliers and licensors, reserve all rights not expressly granted under the relevant schedules, Purchase Orders, Invoices, and/or this MLSA.
3. **SERVICES PROVIDED**
	1. Parties Obligations for Services. Unless otherwise indicated, the parties shall both adhere to the specific terms identified in the applicable statements of work or other similar document that outline the scope of the services for a particular project. In cases of dependencies, each party will work with the other party to meet such dependencies in efforts to providing the Services according to the scope identified within each applicable statement of work**.**
4. **PRODUCTS LIMITATIONS.**
	1. The Radiant Products are solely licensed to Licensee as an integrated product for use in Licensee’s internal business. Radiant and its suppliers and licensors retain all rights, title, interest and ownership in and to the Radiant Products, software, applications, application program interfaces (APIs) and all modifications and copies thereof, including all copyrights, proprietary rights, and other intellectual property rights therein. The Radiant Products are confidential and protected by United States and international patent and copyright laws and treaties, as well as other intellectual property laws and treaties. The Radiant Products are licensed, not sold.
	2. Licensee may use the Products only in the Designated Environments. Any other change in Designated Environments will require Radiant’s prior approval, which may be subject to additional charges. Any Radiant Products that are containerized or deployed in a cloud infrastructure must be purchased on a subscription-based identity basis regardless of any past license purchase model (i.e., on premise, non-cloud environment).
	3. Licensee must include all applicable copyright notices and other proprietary rights legends that come with the Products or downloadable software components, unaltered and unobscured, in any copies Licensee make as permitted under this MLSA.
	4. Except as expressly provided in this MLSA, Licensee may not, nor permit others to reproduce, modify, copy, sell, resell, or exploit use of the Products, or any portion of the Products, to any third party. Licensee agrees that Licensee will not reverse engineer, decompile, disassemble or otherwise tamper with the Products.
	5. Licensee may not rent, lease, sell, sublicense, lend or otherwise transfer or assign Licensee’s rights or obligations under this MLSA to any person or entity without the prior written consent of Radiant. Such consent may be conditioned on the payment of additional license fees or the imposition of additional transfer restrictions.

1. **CONFIDENTIALITY**

5.1. Licensee acknowledges that the Products constitute and incorporate confidential and proprietary information developed or acquired by or licensed to Radiant. Licensee will take all reasonable precautions necessary to safeguard the confidentiality of the Products, including at a minimum the reasonable precautions taken by Licensee to protect its own confidential information. Licensee will not disclose, in whole or in part, the Products, or any portion thereof, or other information that has been designated as or known to be confidential to any individual, entity or other person, except to those of Licensee’s employees or consultants who are required to use the Products, provided such consultants agree in writing to comply with the use and non-disclosure restrictions applicable to the Products under this MLSA. If an unauthorized use or disclosure occurs, Licensee will immediately notify Radiant to attempt to recover the Products and to prevent their subsequent unauthorized use or dissemination.

5.2 Licensee will not have any confidentiality obligation with respect to any portion of the Products that (i) Licensee knew or independently developed before receiving such Products under this MLSA, (ii) Licensee lawfully obtained from a third party under no confidentiality obligation, or (iii) became available to the public other than as a result of any act or omission by Licensee or any of Licensee’s employees or consultants. Radiant recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which may require that certain information be released, despite being characterized as “confidential” by the vendor.

1. **SECURITY AND ACCESS**
	1. Radiant has implemented appropriate technical and organizational measures for providing a level of security appropriate to the risk of accidental loss of or damage to Licensee’s data in connection with the use of the Products. Licensee is responsible for maintaining the security of usernames and passwords, or any other codes associated with the Products, and Licensee agrees to promptly inform Radiant if Licensee’s username and password have been lost, stolen or compromised.
	2. Licensee understands and acknowledges that Radiant may access and use personally identifiable information collected and stored in the Products, including but not limited to, logged-in usernames, phone numbers, adapter serial numbers, and application names, to perform routine maintenance, technical support or help, troubleshooting, debugging of the Products, quality control checks and the like during the term of this MLSA. Radiant shall not disclose said personally identifiable information to unrelated third parties, unless required by court order, law, or regulation.
2. **PAYMENT TERMS**
	1. Products. Licensee agrees to pay a license fee as indicated in the schedules, Purchase Orders, and/or Invoices.
	2. The licenses and rights herein granted to Licensee shall automatically terminate at the end of the Products’ term unless renewed by Licensee in accordance with the schedules, Purchase Orders, and/or Invoices.
	3. Services. Licensee agrees to pay the Service fees and according to the payment terms as indicated in the applicable statements of work, Purchase Orders, and/or Invoices.
3. **SAFEGUARDS/AUDIT RIGHTS**

Licensee agrees to: (i) implement internal safeguards to prevent any unauthorized copying, distribution, modification, transfer or use of the Products; (ii) provide Radiant written certification of the number of copies of the Products downloaded, installed or used by Licensee at Radiant’s request, and (iii) to allow Radiant to audit Licensee’s premises subject to Government security requirements and systems for compliance with this MLSA and any other applicable Radiant agreements during regular business hours. Radiant will pay for the cost of the audit .

1. **LIMITED WARRANTY**
	1. Product Warranty. Radiant warrants that it has the right to enter into this MLSA and grant the licenses or rights herein. Radiant also warrants that during the applicable term noted on the relevant schedules, Purchase Orders, and/or Invoices that the Radiant Products will perform substantially in accordance with the accompanying Documentation when used as directed. Licensee acknowledges that the Products may not satisfy all of Licensee’s requirements and the use of the Products may not be uninterrupted or error-free. This limited warranty is void if failure of the Products has resulted from Licensee’s modification, accident, abuse, or misuse of the Products.
	2. With respect to the provision of hosted and cloud-based Products, Licensee understands that, from time to time, hosted Products MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. RADIANT IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.
	3. Services Warranty. Radiant warrants that it has the full power and authority to perform the services relevant to the terms herein. Radiant also warrants that it will perform the Services in a good, workmanlike, and professional manner.
2. **EXCLUSIVE REMEDY**

Licensee’s exclusive remedy with respect to any breach of the limited warranty is, at Radiant's option, either (i) to use reasonable commercial efforts to make the Products available to Licensee or (ii) to terminate the applicable Purchase Order(s) and refund the pro-rata portion of the license fees paid to Radiant associated with the non-conforming Products. In order to be entitled to this exclusive remedy, Licensee must inform Radiant within three (3) days of any warranty claim for the Products during the applicable license term for the affected Products. Licensee acknowledges that this Section 9 sets forth Licensee’s exclusive remedy, and Radiant’s exclusive liability, for any breach of warranty or other duty related to the quality of the Products.

1. **LIMITATION OF LIABILITY**

RADIANT AND ITS LICENSORS WILL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY, LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS OR CONFIDENTIAL INFORMATION, LOSS OF PRIVACY, OR ANY OTHER PECUNIARY LOSS), WHETHER FORESEEABLE OR UNFORESEEABLE, BASED ON LICENSEE’S CLAIMS (INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR LOSS OF DATA, GOODWILL, USE OF MONEY OR USE OF THE PRODUCTS OR INABILITY TO USE THE PRODUCTS, STOPPAGE OF OTHER WORK OR IMPAIRMENT OF OTHER ASSETS), ARISING OUT OF BREACH OR FAILURE OF EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, MISREPRESENTATION, STRICT LIABILITY IN TORT OR OTHERWISE. IN NO EVENT WILL THE AGGREGATE LIABILITY WHICH RADIANT OR ITS LICENSORS MAY INCUR IN ANY ACTION OR PROCEEDING EXCEED THE LICENSE FEES ACTUALLY PAID BY LICENSEE FOR THE SPECIFIC PRODUCT THAT DIRECTLY CAUSED THE DAMAGE. THIS SECTION WILL NOT APPLY ONLY WHEN AND TO THE EXTENT THAT APPLICABLE LAW SPECIFICALLY REQUIRES LIABILITY, DESPITE THE FOREGOING EXCLUSIONS AND LIMITATIONS. The foregoing limitation of liability shall not apply to (1) personal injury or death resulting from Licensor’s negligence; (2) for fraud; or (3) for any other matter for which liability cannot be excluded by law.

1. **DISCLAIMER OF WARRANTIES**

TO THE FULL EXTENT PERMITTED BY LAW, RADIANT AND ITS LICENSORS DISCLAIM ALL OTHER WARRANTIES, CONDITIONS, REPRESENTATIONS, INDEMNITIES, AND GUARANTEES, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTION, TITLE, AND NON-INFRINGEMENT, WITH REGARD TO THE PRODUCTS. RADIANT DOES NOT WARRANT ANY THIRD-PARTY PRODUCTS OR SERVICES.

1. **EXPORT LAWS; FOREIGN CORRUPT PRACTICES**

Licensee acknowledges that the Products are of U.S. origin. Licensee agrees to comply with all applicable international and national laws that apply to the Products, including the US Export Administration Regulations (15 CFR, Parts 730-774), as well as end-user, end-use and destination restrictions issued by U.S. and other governments. Licensee agrees that it will not directly or indirectly export, re-export or import the Products, without first obtaining an export license or determining that a license exception is authorized and applicable and notifying Radiant in writing of such export. Licensee further agrees that it will avoid any activity that violates U.S. or local laws, including the U.S. Foreign Corrupt Practices Act.

1. **U.S. GOVERNMENT RESTRICTED RIGHTS**

The Products are commercial computer software and documentation developed exclusively at private expense, and in all respects is proprietary information and data belonging solely to Radiant. If the Products are acquired by or on behalf of agencies of the United States Government, then, pursuant to FAR Sections 2.101 and 12.212 and its successors (48 C.F.R. 2.101 and 48 C.F.R. 12.212), the Government's right to use, reproduce or disclose the Products are subject to the restrictions of this MLSA and any applicable Radiant MLSA.

1. **TERMINATION**
	1. This MLSA shall become effective on the Effective Date and shall continue until Licensee’s respective license(s) to the Radiant Products expire or are terminate pursuant to the relevant statements of work, schedules, Purchase Orders, Invoices, and/or this MLSA. When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, [vendor] shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer.
	2. Licensee may terminate this MLSA, by notifying Radiant of such termination. Upon termination of this MLSA, all rights granted to Licensee herein will cease and stand revoked, and Licensee will immediately stop using the Products and promptly (a) purge and remove the Products from Licensee’s computer and electronic systems, storage media and files, (b) destroy the Products and all copies thereof, and (c) deliver to Radiant an affidavit which certifies that the Licensee has complied with these termination obligations, on request of Radiant that Licensee certify such removal and destruction. All amounts paid by Licensee to Radiant prior to termination shall be non-refundable. No termination of this MLSA shall in any way affects the rights, duties or obligations of Licensee or Radiant which have accrued prior to the date of such termination.
2. **GOVERNING LAW**

Without regard to the conflict of laws rules, this MLSA is governed by the Federal laws of the United States and specifically excludes the United Nations Convention on Contracts for the International Sale of Goods..

1. **Miscellaneous**
	1. Order of Precedence. Any ambiguity, conflict or inconsistency between the documents comprising this MLSA shall be resolved according to the following order of precedence: (i) a quote (only if it expressly calls out section to be superseded), the schedule (only if it expressly calls out section to be superseded), the Purchasing Order (only if it expressly calls out section to be superseded), and the MLSA.
	2. Entire Agreement. This MLSA together with the underlying GSA Schedule Contract, Schedule Pricelist, Purchase Order(s) constitutes the entire agreement between Licensee and Radiant with respect to Licensee’s right to use the Products, and replaces all previous other agreements or representations, whether written or oral. In all other respects, the terms of this MLSA may only be modified by an amendment. If any part of this MLSA is held to be unenforceable as written, it will be enforced to the maximum extent allowed by applicable law and will not affect the enforceability of any other part. The original of this MLSA is in English. If it is translated into another language, the English language version shall prevail.
	3. Notices, Waiver and Merger. All notices or approvals required or permitted under this MLSA must be given in writing. Any terms and conditions of any unilateral letter, memorandum, purchase order, or other writing issued by Licensee shall not be binding on Radiant. Any waiver or modification of this MLSA will not be effective unless executed in writing and signed by an authorized representative of Radiant. This MLSA constitutes the complete and entire statement of all conditions and representations of the agreement between Radiant and Licensee with respect to its subject matter and supersedes all prior writings or understandings.

**IN WITNESS WHEREOF**, the Parties have caused this MLSA to be executed by their duly authorized representatives as of the Effective Date.

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| **RADIANT LOGIC, INC.** | **COMPANY NAME** |
| Signature: | Signature: |
| Name: | Name: |
| Title: | Title: |
| Date: | Date:  |