

**ATTACHMENT A
CONTRACTOR SUPPLEMENTAL PRICELIST INFORMATION AND TERMS**

THYCOTIC SOFTWARE

THYCOTIC SOFTWARE LICENSE, WARRANTY AND SUPPORT TERMS

1. Use of the Product and Support

1.1 Subject to the terms and conditions of this Agreement and the applicable ordering document, Thycotic hereby grants to Ordering Activity a perpetual, non-exclusive, royalty-free license to use the Product for its operational purposes. The Product is available immediately on installation. The use of the Product is available to the number of users and edition set forth on the applicable ordering document issued by Ordering Activity. The rights and licenses granted under this Agreement may be used by or on behalf of any Affiliate of Ordering Activity; **provided that the number of users and edition of any license is not exceeded.** "Affiliate" means, with respect to the applicable party, any corporation, company, partnership, trust, sole proprietorship or other entity or individual which: (a) is owned, controlled or managed by such party, in whole or in part (b) owns, controls or manages such party, in whole or in part, or (c) is under common ownership or control with such party, in whole or in part.

1.2 Ordering Activity acknowledges and agrees that the Product is subject to the export control laws and regulations of the United States ("Export Controls"), including the Export Administration Regulations ("EAR"), and sanctions regimes of the U.S. Department of Treasury, Office of Foreign Asset Control, and agrees to the extent applicable, to comply with the Export Controls. Ordering Activity further agrees that (i) Ordering Activity is not an entity restricted or otherwise prohibited by the Export Controls; (ii) the Product will not be exported, re-exported or otherwise transferred to any country subject to a United States trade embargo, or to a national or resident thereof; and (iii) the Product will not be exported, re-exported, or transferred to an end-user engaged in activities related to the design, development, production, or use of nuclear materials, nuclear facilities, nuclear weapons, missiles or chemical or biological weapons.

1.3 Upon Ordering Activity's issuance of an ordering document for the applicable support fees, Thycotic shall provide telephone, e-mail, and remote assistance support services for the Product ("Support"). Support shall be available Monday through Friday between the hours of 7am - 7pm US Eastern Time ("Business Hours") excluding major US Public Holidays. All Support requests shall receive a response within twenty-four (24) hours during Business Hours. Support shall entitle Ordering Activity to receive all new releases (both minor and major) of the Product ("Upgrades") which Upgrades on receipt by Ordering Activity or its Affiliates shall automatically be licensed to Ordering Activity and its Affiliates under the same terms as the Product.

2. Account responsibility

Ordering Activity is responsible for Ordering Activity's use of the Product. Ordering Activity is responsible for maintaining the confidentiality of any password for the Product provided to Ordering Activity.

3. Reserved.

4. Limited Warranty

Thycotic represents and warrants to Ordering Activity that:

4.1 The Product and Support shall comply with all applicable laws, ordinances, rules, regulations, orders, licenses, permits and other governmental requirements;

4.2 The Product will perform in compliance with applicable performance specifications set forth in its documentation for a period of one (1) year following the date of Ordering Activity's purchase of the Product pursuant to Section 1. If new Upgrades of the Product are provided to Ordering Activity, the foregoing representations and warranties in the immediately preceding sentence shall apply to such Upgrades for one (1) year following the date of Ordering Activity's receipt of the Upgrades;

4.3 The Product, including Upgrades, does not and shall not contain any viruses, malicious code, trojan horse, worm, time bomb, self-help code, back door, or other software code or routine designed to: (i) damage, destroy, or alter any software or hardware; (ii) reveal, damage, destroy, or alter any data; (iii) disable any computer program automatically; or (iv) permit unauthorized access to any software or hardware;

4.4 To the extent that the Product contains any third party software ("Third Party Software"), Thycotic has the right to grant Ordering Activity and its Affiliates the license to use the Third Party Software with the Product pursuant to the terms and conditions of this Agreement without violating the rights of any third party.

4.5 All Support and any other services (collectively, "Services") shall be performed in a professional manner and with the standard of care and diligence in the industry (but no less than a reasonable standard of care and diligence), as well as industry standards (but no less than reasonable standards) of documentation, methodology, and control.

4.6 If the Product or Services do not comply with any of the representations and warranties set forth above, Thycotic shall, at its own expense, promptly correct the Product and/or Service, as applicable, so that it complies with all representations and warranties or replace the Product and/or Service with comparable new software or a new Service that complies with all representations and warranties. Where it is impractical to perform one of the foregoing remedies (including, without limitation, if Thycotic fails to perform such remedies within thirty (30) days of Ordering Activity's delivery of written notice to Thycotic), Ordering Activity may terminate this Agreement upon delivery of written notice to Thycotic. Upon such termination, Thycotic shall refund the fees paid for the Product, and refund the applicable fees for the unused term of any Services and for Services not delivered in accordance with this Agreement (including any Services that do not comply with applicable representations and warranties).

4.7 EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH ABOVE, THE PRODUCT AND SERVICES ARE PROVIDED TO ORDERING ACTIVITY ON AN "AS-IS", "WITH ALL FAULTS" AND "AS AVAILABLE" BASIS WITHOUT ANY OTHER WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED.

5. **Reserved.**

6. **Reserved.**

7. **Reserved.**

8. **Reserved.**

9. **Reserved.**

10. **Service Level Agreement (SLA)**

10.1 Thycotic will use commercially reasonable efforts to provide Support as per the availability defined in Section 1. In the event Thycotic does not provide Support as defined in Section 1, the Ordering Activity will be eligible to receive a Service Credit as described below.

Definitions

- "Service Year" is the preceding 365 days from the date of an SLA claim.
- "Unavailable" means that the Service was not available to Ordering Activity or its Affiliates due to Support being unavailable or non-responsive.
- The "Eligible Credit Period" is a single month, and refers to the monthly billing cycle in which the most recent Unavailable event included in the SLA claim occurred.
- A "Service Credit" is a dollar credit, calculated as set forth below, that Thycotic may credit back to Ordering Activity.

10.2 Service Commitments and Service Credits

If Support is Unavailable for the Ordering Activity and its Affiliates during the Service Year, then that Ordering Activity is eligible to receive a Service Credit equal to 10% of the License fees paid for Support for the Service Year. To file a claim, the Ordering Activity does not have to wait 365 days from the day they started using the service or 365 days from their last successful claim. The Ordering Activity can file a claim any time an Unavailable event occurs. Thycotic will apply any Service Credits only against future payments otherwise due from Ordering Activity. Service Credits shall not entitle Ordering Activity to any refund or other payment from Thycotic. A Service Credit will be applicable and issued only if the credit amount for the applicable Service Year is greater than one dollar (\$1 USD). Service Credits may not be transferred or applied to any other customer. Unless otherwise provided in the Agreement, the Ordering Activity's sole and exclusive remedy for any Unavailable Support is the receipt of a Service Credit or termination of Ordering Activity use of the Product.

10.3 Credit Request and Payment Procedures

To receive a Service Credit, Ordering Activity must submit a request by sending an e-mail message to sales @ thycotic.com. To be eligible, the credit request must (i) include Ordering Activity domain name in the subject of the e-mail message; (ii) include, in the body of the e-mail, the dates and times of each "Unavailable" incident; (iii) include any call or email logs (any confidential or sensitive information in these logs should be removed or replaced with asterisks); and (iv) be received by Thycotic within thirty (30) business days of the last reported incident in the SLA claim. If the Unavailable event is confirmed by Thycotic, which confirmation will not be unreasonably withheld or delayed, then Thycotic will issue the Service Credit to Ordering Activity on the next billing cycle following the Service Year in which the request occurred. Ordering Activity's failure to provide the request and other information as required above will disqualify Ordering Activity from receiving a Service Credit.

10.4 SLA Exclusions

The Service Commitment does not apply to any Unavailability, suspension or termination of Support: (i) that result from non-adherence to the terms of the Agreement by Ordering Activity or its Affiliates; (ii) caused by factors outside of Thycotic's reasonable control, including any force majeure event or Internet access or related problems; provided, that, if any force majeure event occurs that affects the performance of Thycotic under this Agreement, Thycotic will give prompt written notice to Ordering Activity and use commercially reasonable best efforts to avoid or remove the cause of non-performance and to perform with dispatch once the interfering conditions created by the force majeure event are removed or cease. (iii) that result from any actions or inactions of Ordering Activity, its Affiliates or any third party; (iv) that result from Ordering Activity equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within Thycotic's direct control); (v) arising from Thycotic's suspension and termination of Ordering Activity's right to use Support in accordance with the Agreement (collectively, the "SLA Exclusions"). If availability is impacted by factors other than those explicitly listed in this Agreement, Thycotic may issue a Service Credit considering such factors in Thycotic's sole discretion.

11. Reserved.

12. Indemnification

12.1 Subject to 28 U.S.C. § 516, Thycotic shall defend, indemnify and hold Ordering Activity and its Affiliates, and the directors, officers, employees and agents of each (collectively, "Ordering Activity Indemnitees"), harmless from and against any demands, claims and actions by third parties, and all liabilities, judgments, damages, fines, penalties, costs and expenses (including actual and reasonable attorneys' fees) incurred in connection therewith (individually and collectively, "Liabilities"), resulting from (or alleged to result from) (a) any criminal or other intentional wrongful act or omission or any act or omission of gross negligence or willful misconduct of Thycotic or its employees, agents or subcontractors; or (b) the Product in the form provided violating or infringing any copyright, trademark, patent, trade secret, data privacy right or any other proprietary rights of any third person valid under the laws of the United States or any country in which the Product is used ("Intellectual Property Rights"). Thycotic is not obligated under this section to the extent any third party claim arises from a Ordering Activity Indemnitee's breach of this Agreement or (with respect to claims related to clause (b) of this section) use of the Product in combination with any software, data, process or technology not supplied by Thycotic (where there would be no claim, but for such combination), or a Ordering Activity Indemnitee's negligence or willful misconduct.

12.2 Reserved.

12.3 Indemnification Procedure. The Ordering Activity must (i) give Thycotic prompt written notice of any such claim to avoid actual prejudice provided that the failure to notify Thycotic shall not relieve Thycotic from any liability Thycotic may have to the Ordering Activity hereunder, except to the extent such failure is prejudicial to the defense of any claims; (ii) afford Thycotic control over the defense of any such claim so long as Thycotic promptly undertakes such defense to avoid actual prejudice to the Ordering Activity with competent counsel reasonably acceptable to Ordering Activity, and under any settlement, Thycotic shall not be entitled to commit the Ordering Activity to the payment of any monetary amounts that will not be paid by Thycotic; (iii) Thycotic shall not enter into any settlement or compromise, or consent to the entry of any judgment, that includes, or in connection with which the Ordering Activity would be required to incur or admit liability, obligation, or culpability without the Ordering Activity's advance written consent; and (iv) the Ordering Activity provides reasonable cooperation to Thycotic in the defense of any such claim, at the cost and expense of Thycotic. If Thycotic fails to assume the defense of a claim subject to indemnification under this Agreement within 15 days of the Ordering Activity's notice thereof, or if within such 15-day period actual prejudice may occur if action is not taken, then at Thycotic's cost and expense, the Ordering Activity may undertake the defense or settlement of such claim. Notwithstanding any other provision herein or otherwise to the contrary, the obligations of Thycotic and Ordering Activity under this Section 12 shall survive termination of this Agreement indefinitely and shall be without dollar limit.

12.4 Intellectual Property Rights Claims. In addition to, and not in limitation of the foregoing, if the Product becomes, or in Thycotic's reasonable opinion based on the advice of experienced and knowledgeable legal counsel, is likely to become, the subject of a claim that the Product violates or infringes any Intellectual Property Rights, Thycotic may, at its option and expense, either: (i) procure for Ordering Activity the right to continue exercising its rights hereunder to the Product or (ii) replace or modify the Product so that it becomes noninfringing but remains functionally equivalent. If neither of the foregoing alternatives provide an adequate remedy in Thycotic's or Ordering Activity's reasonable judgment, then Ordering Activity may terminate all or any part of the use by Ordering Activity of the Product and Thycotic will equitably refund the prorated amounts paid by Ordering Activity for the terminated use of the Product that Ordering Activity will no longer receive under this Agreement.

13. Reserved.

14. Reserved.

ADDITIONAL PRODUCT DESCRIPTIONS:

The following line items are priced via a calculation as outlined below:

PART NUMBER	DESCRIPTION	ADDITIONAL DESCRIPTION
SS-SPT-1YR	Secret Server Installed - Support - 1 Year	To Calculate: add up the Secret Server Edition license cost for the customer with the Secret Server user license cost to determine perpetual spend. Multiply perpetual spend by 22% to determine full year support cost. For renewals, reach out to EC America.
SS-SPT-2YR	Secret Server Installed - Support - 2 Year	To Calculate: add up the Secret Server Edition license cost for the customer with the Secret Server user license cost to determine perpetual spend. Multiply perpetual spend by 22% to determine full year support cost. For 2 year prepaid maintenance support renewals, multiply full year support cost result by 2. For renewals, reach out to EC America.
SS-SPT-3YR	Secret Server Installed - Support - 3 Year	To Calculate: add up the Secret Server Edition license cost for the customer with the Secret Server user license cost to determine perpetual spend. Multiply perpetual spend by 22% to determine full year support cost. For 3 year prepaid maintenance support renewals, multiply full year support cost result by 2.7. For renewals, reach out to EC America.
SS-SPT-4YR	Secret Server Installed - Support - 4 Year	To Calculate: add up the Secret Server Edition license cost for the customer with the Secret Server user license cost to determine perpetual spend. Multiply perpetual spend by 22% to determine full year support cost. For 4 year prepaid maintenance support renewals, multiply full year support cost result by 3.5. For renewals, reach out to EC America.
SS-SPT-5YR	Secret Server Installed - Support - 5 Year	To Calculate: add up the Secret Server Edition license cost for the customer with the Secret Server user license cost to determine perpetual spend. Multiply perpetual spend by 22% to determine full year support cost. For 5 year prepaid maintenance support renewals, multiply full year support cost result by 4.25. For renewals, reach out to EC America.
SS-SUB-ENT	Secret Server Install-Sub-Enterprise	Yearly subscription for the ENT edition of Secret Server Installed. To calculate price for customer, add perpetual software license for edition and users. Multiply this total by 22% (0.22) times 3 to get the price for support. Then add support total and previous total. Divide that result by 3 to get average cost per year. Type that result as the price for the ENT subscription line on the quote. For support and users, put zero price on the quote because they are now included in the edition price.
SS-SUB-ETP	Secret Server Install-Sub-Enterprise Plus	Yearly subscription for the ETP edition of Secret Server Installed. To calculate price for customer, add perpetual software license for edition and users. Multiply this total by 22% (0.22) times 3 to get the price for support. Then add support total and previous total. Divide that result by 3 to get average cost per year. Type that result as the price for the ETP subscription line on the quote. For support and users, put zero price on the quote because they are now included in the edition price.
SS-SUB-PRO	Secret Server Install-Sub-Professional	Yearly subscription for the PRO edition of Secret Server Installed. To calculate price for customer, add perpetual software license for edition and users. Multiply this total by 22% (0.22) times 3 to get the price for support. Then add support total and previous total. Divide that result by 3 to get average cost per year. Type that result as the price for the PRO subscription line on the quote. For support and users, put zero price on the quote because they are now included in the edition price.
SS-SUB-USR	Secret Server Installed - Sub - User Count	Yearly subscription for the user count in all Secret Server Installed Subscriptions. Enter the number of users in the quantity field. User Price is included in the edition price calculation.

