



New Eagle Consulting, LLC Software Special Terms of Sale

- 1. Conditions of Sale.** These Special Terms of Sale (these “Special Terms”) are the conditions of sale for all software (the “Special Products”) sold or provided to Customer by New Eagle. These Special Terms hereby incorporate by reference the applicable Purchase Orders, the General Terms. In the event of a conflict between the Purchase Order, General Terms, Products Terms and these Special Terms, the order of precedence for resolving such conflict shall be as follows: first, the terms and conditions of the General Terms shall apply; second, the terms and conditions of these Special Terms shall apply; third, the terms and conditions of the Purchase Order shall apply.
- 2. Warranty.** THE SPECIAL PRODUCTS ARE SOLD AS-IS, WHERE-IS, WITH ALL DEFECTS, WHETHER KNOWN OR UNKNOWN, WITHOUT ANY EXPRESS OR IMPLIED WARRANTIES OF ANY KIND UNDER THE UNIFORM COMMERCIAL CODE OR OTHERWISE APPLICABLE LAW, WHICH ARE DISCLAIMED AND EXCLUDED INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- 3. License.** Except as expressly set forth herein, the Agreement does not convey any license or rights to Customer of or in any intellectual property of New Eagle with respect to the Special Products. Subject to the terms and conditions of the Agreement, New Eagle grants Customer a limited, non-exclusive, non-transferable license to use the Special Products subject to the terms and conditions of the Agreement. All rights not expressly granted herein are reserved by New Eagle. If these Special Terms apply, the terms of this Section 3 of this Appendix D shall replace the terms of Section 3.1 of the General Terms of Sale.

Restrictions. (a) Customer may use the Special Products only for its internal controls development performed by Customer at its facilities; (b) Customer may not transfer or sell the Special Products to any other entity or individual; (c) Customer may not post or publish the Special Products to any public forum, computer system, or network; (d) Customer may not sell or transfer the Special Products to a third party or Customer’s customers, provided, however, that Customer may sell or transfer the embedded code generated from the Special Products; (e) New Eagle or New Eagle’s licensor retains ownership of the Products and applicable copyrights, patents and trade secrets; and (f) Customer shall not remove any copyright notice or proprietary legend from the Special Products.



4. **Termination.** The rights granted herein may be terminated by New Eagle upon one month's prior written notice if Customer is in default of any term or condition of the

Agreement. If Customer is any unit or agency of the U.S. Government or a contractor which will or may supply the Software to a unit or agency of the U.S. Government, Customer agrees that the Software represents "Commercial Computer Software", that the Government's use of the Software shall be subject to "Restricted Rights", and that (if Customer is such a contractor) before the Software is transferred, it shall be marked with the required restricted rights legend(s) as provided in DFARS 52.227.7013 or corresponding governmental regulations.

IN WITNESS WHEREOF, New Eagle and Customer have caused this Agreement to be executed by their duly authorized representatives.

NEW EAGLE CONSULTING, LLC

By: _____
Title: _____

By: _____
Title: _____