

SERVICE PROVIDER PROGRAM SUBSCRIPTION AGREEMENT

Idera, Inc.

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Phone: (713) 862-5250 Fax: (713) 862-5210

THIS SERVICE PROVIDER PROGRAM SUBSCRIPTION AGREEMENT, SHALL GOVERN YOUR INSTALLATION AND USE OF THE SOFTWARE THAT IS INCLUDED BY IDERA IN THE SERVICE PROVIDER PROGRAM DURING THE TERM OF THIS AGREEMENT. YOUR USE OF THE SERVICE PROVIDER PORTAL AND INSTALLATION AND USE OF THE SOFTWARE THAT IDERA INCLUDES IN THE SERVICE PROVIDER PROGRAM SHALL BE DEEMED ACCEPTANCE OF THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT THEN DO NOT CLICK ON "ACCEPT" DURING THE INSTALLATION PROCESS, DO NOT INSTALL THE SOFTWARE AND DO NOT USE THE SERVICE PROVIDER PORTAL. IDERA URGES YOU TO CAREFULLY READ THIS AGREEMENT AND ASSESS YOUR USE OF THE SOFTWARE PRIOR TO INSTALLING THE SOFTWARE OR MAKING ANY DECISION TO USE THE SERVICE PROVIDER PORTAL.

THIS SERVICE PROVIDER PROGRAM SUBSCRIPTION AGREEMENT, dated and effective as of Customer's purchase of a License Key for use the Licensed Software (the "Effective Date"), between Idera, Inc., a Texas corporation (including its divisions, Idera, R1Soft and PointSecure, "Idera"), and the customer set forth on the purchase order pursuant to which the licenses for the Software were purchased ("Customer"), sets forth the terms and conditions pursuant to which Customer may participate in the Service Provider Program and use the Service Provider Portal and pursuant to which Idera agrees to provide to Customer and Customer agrees to acquire from Idera the Minimum Number of Licenses for certain software, documentation and maintenance services related thereto, owned or licensed by Idera, as provided in this Agreement. This Agreement specifically supersedes and replaces the terms and conditions of all prior agreements between Idera and Customer, including, but not limited to, any shrink-wrap agreements, click-wrap agreements or demo or trial agreements which may accompany or are embedded in Idera's products or which have been previously in force between the parties. In consideration of the mutual promises and agreements contained herein, the parties hereto also agree as follows:

GENERAL TERMS AND CONDITIONS

1. Definitions –

- (a) "Agreement" means this hosting partner program subscription agreement, together with all Exhibits, Schedules and Annexes made a part hereof.
- (b) "Confidential Information" means all technical and non-technical information in both tangible and intangible form, including, but not limited to, product design information, software code, technical information, customer information, cost and pricing information, financial information, the terms of this Agreement and the results derived from or methodology employed by Customer in conducting any benchmark testing of the Software; provided that the term "Confidential Information" shall not include information which the recipient can show by reasonable proof (i) to have been known by the recipient prior to the time of disclosure by the disclosing party, (ii) to have become part of the public domain through no fault or breach of this Agreement by the recipient, (iii) to have been disclosed to the recipient in good faith by a third party who is not under any obligation of confidence or secrecy to the disclosing party at the time such third party discloses the information to the recipient or (iv) to have been compelled to be produced by a court of competent jurisdiction, provided that the recipient shall first give notice of any such request or order of the court to give the disclosing party an opportunity to contest or limit said request or order of the court.
- (c) "Critical Errors" means any error, defect or omission that (i) is discovered in the Software, (ii) is reproducible and (iii) prevents its operation substantially in accordance with the Licensed Documentation.
- (d) "Service Provider" means a customer of Idera that is a VAR, application service provider or a provider of hosted services to its end-user customers or other resellers and that otherwise satisfies all criteria and qualifications published by Idera from time to time in respect of the Service Provider Program.
- (e) "Service Provider Portal" means the online self-service website created and maintained by Idera in connection with the Service Provider Program through which Customer may subscribe for licenses, generate License Keys and view and update its account information, including the number licenses and Software Program Types subscribed to by Customer.
- (f) "Service Provider Program" means the software subscription licensing program made available to Service Providers by Idera pursuant to which each Service Provider is offered the special pricing and licensing terms provided in for in this Agreement.
- (g) "Initial Term" means with respect to each license to use the Software, the period of time commencing on the date Customer purchases a License Key for the Software and ending on the earlier of (i) the last day of the next full calendar month following such date and (ii) the date upon which a party terminates such license in accordance with the terms of this Agreement.
- (h) "Licensed Documentation" means the published user manuals that Idera makes generally available for the Software.
- (i) "Licensed Material" means the Software and the Licensed Documentation.
- (j) "Minimum Number of Licenses" means the minimum number of licenses for each Software Product Type that Customer is required to pay for each month, as specified in the purchase order pursuant to which Customer purchased a license to use the Software.
- (k) "Software" means the machine-readable object code version of (i) the software specified in the Service Provider Program, whether embedded on disc, tape, internet download site or other media and (ii) all Updates, revisions, enhancements, improvements and modifications to and programming fix for the Software that Customer is entitled to receive pursuant to Section 4 of this Agreement.
- (l) "License Term" means the Initial Term and each Renewal Term, as applicable.
- (m) "Maintenance Services" means the services set forth in Section 4 hereof.
- (n) "Program Fee" means the enrollment fee charged by Idera with respect to each Software Program Type included in the Service Provider Program, as specified in the purchase order pursuant to which Customer purchased a license to use the Software.
- (o) "Renewal Term" means the period of time commencing on the first day of the full calendar month following the Initial Term or the most recent Renewal Term, as applicable, and ending on the earlier of (i) the last day of such calendar month and (ii) the date upon which a party terminates such license in accordance with the terms of this Agreement.
- (p) "Software Product Type" means the software products made generally available by Idera for licensing under the Service Provider Program.

- (q) "Update" means any revision, enhancement, improvement or modification to or programming fix for the Software or Licensed Documentation which Idera makes generally available, incorporates into and makes a part of the Software or Licensed Documentation and does not separately price or market.

2. SERVICE PROVIDER PROGRAM TERMS & LICENSES –

- (a) **Service Provider Program** – At all times during the term of this Agreement and so long as Customer is a Service Provider and in full compliance with the terms and conditions of the Service Provider Program, Customer may (i) participate in the Service Provider Program, (ii) subscribe for monthly licenses for Software that is included in each Software Program Type subscribed to by Customer and (iii) avail itself of the pricing and licensing terms offered by Idera to Service Providers under the Service Provider Program. In the event that Customer ceases to be a Service Provider during the term of this Agreement, Idera may elect to terminate this Agreement or to discontinue the pricing and licensing rights (including the Tiered Pricing) afforded Customer by the Service Provider Program and continue to license Software to Customer at its then current published list prices. This Agreement and all rights granted by Idera to Customer under this Agreement are contingent upon Customer's full compliance with the terms of this Agreement and the terms and conditions of the Service Provider Program as published by Idera from time to time. Idera hereby reserves the right to alter or discontinue the Service Provider Program at any time upon written notice to Customer; provided, however, that Idera may alter all or any portion of the Tiered Pricing (as defined in Section 3(b) below) effective upon the earlier of (A) any renewal of this Agreement in accordance with Section 2(f) and (B) one (1) year after delivery of written notice to Customer specifying such increase or decrease in the Tiered Pricing. On the Effective Date, Customer shall pay Idera the Program Fee in respect of each Software Program Type for which Customer desires to license Software under the Service Provider Program whereupon Customer shall have the right to subscribe for licenses for the Software included in such Software Program Type under the Service Provider Program at the applicable Tiered Pricing provided for herein. Customer may add Software Program Types during each annual period by paying Idera the Program Fee in respect of such Software Program Type that Customer desires to add to the Service Provider Program.
- (b) **Minimum Monthly License Requirement** -- Customer hereby agrees that each month during the term of this Agreement, Customer shall subscribe and pay for the Minimum Number of Licenses for each Software Program Type subscribed for by Customer. Customer acknowledges and agrees that its obligations under this Section 2(b) are not contingent upon or subject to Customer's actual use such Software licenses, Customer's purchase or generation of License Keys for such Software licenses or the provision of services by Customer to its end-user customers.
- (c) **Service Provider Portal** – Customer hereby agrees that all subscriptions for Software licenses shall be made by Customer using the Service Provider Portal. Customer hereby acknowledges and agrees that all codes and passwords used by Customer to access the Service Provider Portal and all License Keys generated by Customer through use of the Service Provider Portal are the sole property of Idera and shall not be disclosed by Customer to any person or entity other than those employees of Customer that regularly maintain Customer's account and the licenses subscribed for by Customer under the Service Provider Program. Customer acknowledges and agrees that (i) Idera shall have the right to review and monitor Customer's use of all Software licenses and all information in Customer's account on the Service Provider Portal, (ii) the monthly license fees payable by Customer shall be calculated by Idera based upon the account information and License Key statistics generated by Idera from Customer's account information and License Key reporting functionality included in the Service Provider Portal and (iii) each month Idera may otherwise audit Customer's subscription for Software licenses under the Service Provider Program. Customer shall not take any action or omit to take any action that is reasonable likely to (A) impair Idera's access to Customer's account information or the License Key reporting functionality included in the Service Provider Portal or (B) result in inaccurate or incomplete information being included in Customer's account or reported by the License Key reporting functionality included in

the Service Provider Portal. Customer shall not (I) install or use any Software license under this Agreement for which Customer has not generated the related License Key through use of the Service Provider Portal or (II) attempt to circumvent, disable or otherwise alter the License Key reporting functionality included in the Service Provider Portal. Customer is solely responsible for maintaining accurate and complete billing and credit card information in Customer's account on the Service Provider Portal.

- (d) **Use** – Subject to the terms and conditions of this Agreement and Customer's full compliance herewith and with the terms and conditions of the Service Provider Program, Idera hereby grants Customer and Customer hereby accepts from Idera in respect of each Software license subscribed for by Customer under this Agreement and the Service Provider Program, a limited, non-exclusive and non-transferable right and license to install and use the Licensed Material during the License Term on computer servers owned by or operated on behalf of Customer for the purpose of Customer providing the functionality of the Software to its end-user customers in connection with the provision of application service, storage services or other hosted services by Customer to its end-user customers. Customer shall ensure that each of its end-user customers uses the Software in accordance with the terms and conditions of this Agreement and shall not grant any of its end-user customers any rights or licenses in or to the Software that are inconsistent with, in addition to or in violation of any of the terms or conditions of this Agreement.
- (e) **Copies** -- Customer may install and use each Software license during the License Term. Customer shall not copy or duplicate the Licensed Material or reverse engineer, disassemble, translate, modify, adapt, or decompile the Licensed Material or apply any procedure or process to the Licensed Material in order to ascertain, derive, and/or appropriate the source code or source listings for the Software or any trade secret or other proprietary information contained in the Software.
- (f) **Renewal of License and Agreement** – Upon expiration of the Initial Term and each Renewal Term of each license for Software subscribed for by Customer under the Service Provider Program, such license shall automatically renew for consecutive Renewal Terms unless terminated in accordance with the terms of this Agreement or unless Customer elects not to renew such license. Customer may terminate or elect not to renew each Software license only through use of the Service Provider Portal and the license cancellation functionality provided therein. Customer acknowledges that Idera shall continue to bill Customer for and Customer will be responsible for all licenses fees associated with any Software licenses for which Customer fails to properly terminate through use of the Service Provider Portal. The initial term of this Agreement is one (1) year commencing on the Effective Date and upon each yearly anniversary of the Effective Date, this Agreement shall automatically renew unless Customer terminates this Agreement by notifying Idera in writing at least ninety (90) days prior to the expiration of the then-applicable annual term of this Agreement.

3. DELIVERY, PAYMENT AND PRICING TERMS –

- (a) **Delivery** – Customer hereby agrees that each license for Software shall be deemed purchased by Customer and delivered by Idera upon subscription for and generation of the License Key by Customer. All licenses for Software shall be delivered and made available for download by Customer through use of the Service Provider Portal.
- (b) **Payment** – Customer hereby agrees to pay all fees associated with each Software license subscribed to by Customer each month in accordance with the terms of this Agreement. Within five days of the end of each month during the term of this Agreement, Idera shall calculate the number of Software licenses subscribed for by Customer hereunder with respect to each Software Program Type by auditing the Customer's account and through use of the License Key statistics functionality in the Service Provider Portal (the "Actual License Count") and Customer agrees to pay Idera a monthly license fee in respect of each Software Program Type (the "Monthly License Fee") equal to the greater of (i) the Actual License Count for such Software Program Type multiplied by the applicable pricing tier set forth on Exhibit A hereto (the "Tiered Pricing") and (ii) the Minimum Service Provider Program Subscription SLA Ver. 010112s

Number of Licenses for such Software Program Type multiplied by the applicable Tiered Pricing. Customer hereby agrees that Idera's good faith determination of the Actual License Count through use of the License Key statistics functionality in the Service Provider Portal shall be binding upon Customer. On the first day of each month during the term of this Agreement, Idera shall invoice Customer for the Monthly License Fee payable by Customer in respect of the immediately preceding month and Idera may automatically charge such amount to the credit card maintained by Customer in its account on the Service Provider Portal. Customer shall maintain complete and accurate credit card information in its account on the Service Provider Portal and shall promptly reimburse Idera for all charge back fees and service charges incurred by Idera with respect to any charge backs related to Customer's credit card account. Customer hereby agrees that all fees payable by Customer in respect of any implementation or training services provided hereunder ("Ancillary Services") may be separately invoiced. Customer's payment obligation with respect to all license fees owing hereunder shall be independent of the provision of Ancillary Services, whether or not such Ancillary Services are separately invoiced. Any late payment of any amount owing hereunder shall accrue interest at a rate equal to the lesser of (i) 15% per annum and (ii) the maximum rate permitted by law. Customer acknowledges and agrees that its payment obligations under this Agreement are not contingent upon or subject to Customer's actual use such Software licenses, Customer's purchase or generation of License Keys for such Software licenses or the provision of services by Customer to its end-user customers. Customer acknowledges that Idera's ability to accurately monitor Customer's purchase and termination of licenses under this Agreement and to accurately and timely bill Customer for such licenses is dependent upon Customer permitting Idera to access and monitor Customer's computer systems remotely via the internet. Customer hereby grants Idera such access rights and agrees maintain all necessary remote internet connections and not to disable or interfere with such access.

- (c) **Pricing** – Idera hereby reserves the right to increase or decrease all or any portion of the Tiered Pricing effective upon the earlier of (A) any renewal of this Agreement in accordance with Section 2(f) and (B) one (1) year after delivery of written notice to Customer specifying such increase or decrease in the Tiered Pricing.
- (d) **Taxes** – All payments referred to in this Agreement are exclusive of value added tax, sales tax and any other applicable taxes, duties or imposts which (with the exception only of those based on Idera's income) shall also be payable by Customer in accordance with applicable law.

4. MAINTENANCE – Idera does not warrant that the Software will operate error-free or may be used error-free. Each month during the term of this Agreement, upon Customer's payment of the Monthly License Fees then due and payable by Customer, Idera shall provide Maintenance Services to Customer in accordance with this Section 4 and in accordance with the additional Maintenance Services terms specified in the Service Provider Program terms. Maintenance Services includes problem determinations, reasonable problem resolutions, provisioning of software program temporary fixes and new releases. Maintenance Services shall also include the additional Maintenance Services terms provided for by Idera as published in the Service Provider Program. Maintenance Services shall be provided in accordance with the Maintenance Services terms specified in the Service Provider Program. Maintenance Services shall entitle Customer to receive, at no additional cost, all Updates. Idera shall have no obligation to provide Maintenance Services or technical support to any of Customer's end-user customers.

5. PROPRIETARY RIGHTS – Customer shall not acquire, by virtue of this Agreement, any other right or license than as expressly provided herein. Customer shall not reproduce the Licensed Material or other confidential or proprietary information of Idera, except as provided in this Agreement. All proprietary rights in and to the Licensed Material, all derivatives, translations, modifications, adaptations, improvements, enhancements or developments thereof and all confidential or proprietary information of Idera, including without limitation, all rights under and with respect to patents, copyrights, trademarks and rights under the trade secret laws of any jurisdiction shall remain the property of Idera or its applicable licensor,

whether recognized by or perfected under applicable local law. Customer shall promptly notify Idera of any infringement of Idera's proprietary rights of which it becomes aware.

6. LIMITED WARRANTIES

- (a) **Warranty** - Idera warrants to Customer with respect to each Software license, that during the first 30 days after generation of the License Key for such Software license (the "Warranty Period") the Software shall perform substantially as described in the accompanying Licensed Documentation. Idera does not warrant that (i) the Licensed Material will satisfy or may be customized to satisfy any of Customer's requirements or any other particular use or (ii) the use of the Licensed Material will be uninterrupted or error-free. Laws from time to time in force may imply warranties that cannot be excluded or can only be excluded to a limited extent. This Agreement shall be read and construed subject to any such statutory provisions.
- (b) **Year 2000 Compliancy** - Idera warrants to Customer that the Software conforms to the recognized standard for year 2000 compliance insofar as a 4-digit year or century code is used throughout the Software.
- (c) **Remedies** – If (i) at any time during a License Term, the Software contains Critical Errors which make the Software unable to perform substantially as described in the accompanying Licensed Documentation or (ii) during the Warranty Period, Idera breaches any of the warranties set forth in clause (a) or (b) above, then Customer shall promptly notify Idera of such nonconformance or breach. To the extent that such Critical Errors exist and are solely Idera's responsibility, Idera shall (A) use all commercially reasonable efforts to correct such Critical Error within 90 days of notification or (B) provide Customer within 30 days of notification with a plan acceptable to Customer for correcting such Critical Errors. If the Critical Errors are not corrected or if an acceptable plan for correcting such Critical Errors is not established, Idera shall replace any defective Software or, if not practicable, accept the return of the defective Software and refund to Customer the most recent Monthly License Fee paid by Customer in respect of such Software license. Idera's obligations under this Section 6(c) shall be waived in the event of (I) any problem with data which has been caused by deficiencies in Customer's hardware or by improper handling or use of the software media by Customer, or (II) an unauthorized alteration or revision to Software or to Customer's computer system by Customer or its employees. Customer acknowledges that this Section 6(c) sets forth Customer's sole and exclusive remedy, and Idera's and its authorized representatives' exclusive liability, for any breach of warranty or other failure of the Software to function properly.
- (d) **Disclaimer** - EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, ALL WARRANTIES, REPRESENTATIONS, INDEMNITIES AND GUARANTEES WITH RESPECT TO THE LICENSED MATERIAL, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, CUSTOM, PRIOR ORAL OR WRITTEN STATEMENTS BY IDERA OR ITS AUTHORIZED REPRESENTATIVES OR OTHERWISE (INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE) ARE HEREBY OVERRIDDEN AND DISCLAIMED.

7. INDEMNITY

- (a) **Indemnity** – Idera agrees, subject to this Section 7 and Section 8 below, to defend and indemnify Customer from and against all damages, judgments, awards and settlements arising from the violation of any third party's trade secrets or infringement of such third party's copyright or patents by the Licensed Material. Customer shall promptly notify Idera in writing of each alleged violation or infringement upon learning that a claim may be asserted and Idera or its authorized representative may, at its option, have sole control over the defense of the claim and any negotiation for its settlement or compromise. In no event shall Customer take any action that is contrary to Idera's interest.
- (b) **Alternative Remedy** - If a claim described in Paragraph 7(a) may or has been asserted, Customer will permit Idera, at Idera's option Service Provider Program Subscription SLA Ver. 010112s

and expense, to (i) procure the right to continue using the Licensed Material, (ii) replace or modify the Licensed Material to eliminate the infringement while providing functionally equivalent performance or (iii) accept the return of the Licensed Material and refund to Customer the amount actually paid to Idera or its authorized representative for such Licensed Material less the pro rata pre-paid amount for the remaining portion of the License Term.

- (c) **Limitation** - Idera shall have no indemnity obligation to Customer hereunder if the violation or infringement claim results from (i) a correction or modification of the Licensed Material not provided by Idera or its authorized representative, (ii) the failure to promptly install an Update or (iii) the combination of the Software with other non-Idera software.

8. NO CONSEQUENTIAL DAMAGES - UNDER NO CIRCUMSTANCES WILL IDERA OR ITS AUTHORIZED REPRESENTATIVES BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR INCIDENTAL DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, BASED ON CLAIMS BY CUSTOMER OR ANY THIRD PARTY (INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR LOSS OF DATA, GOODWILL, PROFITS, USE OF MONEY OR USE OF THE PRODUCTS, INTERRUPTION IN USE OR AVAILABILITY OF DATA, STOPPAGE OF OTHER WORK OR IMPAIRMENT OF OTHER ASSETS), ARISING OUT OF BREACH OF EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, BREACH OF ANY INTELLECTUAL PROPERTY RIGHT, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT OR OTHERWISE, EXCEPT ONLY IN THE CASE OF PERSONAL INJURY WHERE AND TO THE EXTENT THAT APPLICABLE LAW REQUIRES SUCH LIABILITY. IN NO EVENT WILL THE AGGREGATE LIABILITY INCURRED IN ANY ACTION OR PROCEEDING BY IDERA OR ITS AUTHORIZED REPRESENTATIVE EXCEED THE TOTAL AMOUNT ACTUALLY PAID BY CUSTOMER FOR THE SPECIFIC LICENSED SOFTWARE THAT DIRECTLY CAUSED THE DAMAGE.

9. CONFIDENTIALITY

- (a) **Confidentiality.** - Customer acknowledges that the Licensed Materials incorporate confidential and proprietary information developed or acquired by or licensed to Idera and that all results of testing of the Products, whether performed by Customer or another third party, are confidential. In no event will Customer publish or disclose the results of any testing or performance specifications of the Product without Idera's express prior written consent. Each party shall take all reasonable precautions necessary to safeguard the confidentiality of all Confidential Information disclosed by the other party, including those precautions (i) taken by the disclosing party to protect its own Confidential Information and (ii) which the disclosing party or its authorized representative may reasonably request from time to time. Neither party shall allow the removal or defacement of any confidentiality or proprietary notice placed on the Confidential Information disclosed by the disclosing party. The placement of copyright notices on Confidential Information shall not constitute publication or otherwise impair their confidential nature of such information.
- (b) **Disclosure** - If an unauthorized use or disclosure of the disclosing party's Confidential Information occurs within the recipient party's enterprise, the recipient party will immediately notify the disclosing party or its authorized representative and take, at recipient party's expense, all steps which may be available to recover such Confidential Information and to prevent its subsequent unauthorized use or dissemination.

10. TERMINATION

- (a) Customer may terminate a Software license under this Agreement only through use of the license termination functionality provided in the Service Provider Portal. Termination of a Software license by Customer shall be effective upon completion by Customer of the license termination procedures provided in the Service Provider Portal. In the event that Customer breaches any term or condition of this Agreement and does not cure such violation to Idera's reasonable satisfaction within five (5) days of delivery by

Idera of notice of such breach, Idera may terminate all or any portion of the Software licenses subscribed for by Customer. In the event that an end-user customer of Customer breaches any term or condition of this Agreement and does not cure such violation to Idera's satisfaction within five (5) days of delivery by Idera to Customer of notice of such breach, Idera may terminate all Software licenses used by such end-user customer of Customer. Upon termination of each Software license, Customer shall remove such Software from its systems and cease using such Software and the License Key associated with such Software license.

- (b) In the event that either party breaches any material term or condition of this Agreement, including but not limited to any payment obligation, and does not cure such violation to the other party's reasonable satisfaction within five (5) days of delivery by the other party of notice of such breach, the other party may terminate this Agreement (a "Termination for Cause"). In addition, each party shall have the right, upon ninety-days (90) prior written notice to the other party, to terminate this Agreement for its convenience without cause (a "Termination for Convenience"). Upon a Termination for Cause, all Software licenses shall immediately and automatically terminate and Customer shall immediately cease using the Software and all License Keys. Upon a Termination for Convenience all Software licenses shall immediately and automatically terminate and Customer shall immediately cease using the Software and all License Keys unless Customer purchases permanent licenses for such Software or otherwise subscribes for licenses for such Software based upon Idera's then current published list subscription pricing. Upon any Termination For Cause by Idera shall not be entitled to a refund of any amounts paid or a release from or cancellation, waiver or novation of any amount payable, and all such amounts payable or promised to be paid through the License Term shall automatically accelerate and be immediately due and payable and shall survive such termination of this Agreement. This Agreement will terminate automatically, and such termination shall be deemed a "Termination for Cause" by Idera, if Customer ceases to do business, becomes insolvent, goes or is put into receivership or liquidation, passes a resolution for its winding up (other than for the purpose of reconstruction or amalgamation) or for any of the foregoing, makes an arrangement for the benefit of its creditors, enters into bankruptcy, suspension of payments, moratorium, reorganization or any other proceeding that relates to insolvency or protection of creditors' rights or takes or suffers any similar action in consequence of debt. Except as provided above in this Section 10, upon the termination of this Agreement, all rights granted to Customer hereunder will cease, and Customer will promptly (i) purge the Software and any related Updates from Customer's computer systems, storage media and other files, (ii) destroy the Licensed Material and all copies thereof and (iii) deliver to Idera an affidavit certifying that Customer has complied with these termination obligations. The provision of Section 5 and Sections 8 through 16 shall survive the termination of this Agreement.

11. U.S. EXPORT RESTRICTIONS - Customer acknowledges that the Licensed Materials and all related technical information, documents and materials are subject to export controls under the U.S. Export Administration Regulations. Customer covenants and agrees to comply with all import and export control regulations of the United States with respect to the Licensed Material.

12. EQUITABLE RELIEF - The parties recognize that Sections 5, 9 and 11 are necessary for the protection of the business and goodwill of the parties and are considered by the parties to be reasonable for such purpose. The parties agree that any breach of such Sections would cause the other party substantial and irreparable damage and therefore, in the event of any such breach, in addition to other remedies which may be available, the non-breaching party shall have the right to seek specific performance and other injunctive and equitable relief in a court of law.

13. LICENSE KEY - Customer acknowledges that a special security code owned and controlled by Idera (the "License Key") is required to initially render the Software operational upon commencement of the License Term. Customer shall not attempt to crack, alter or otherwise derive the License Key. Customer acknowledges that Idera's ability to accurately monitor

Customer's purchase and termination of licenses under this Agreement and to accurately and timely bill Customer for such licenses is dependent upon Customer permitting Idera to access and monitor Customer's computer systems remotely via the internet. Customer hereby grants Idera such access rights and agrees maintain all necessary remote internet connections and not to disable or interfere with such access.

14. ENFORCEABILITY - If for any reason a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be unenforceable, void, invalid or illegal, that provision shall be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this Agreement shall continue in full force and effect.

15. ENTIRE AGREEMENT -- Customer acknowledges that it has read this Agreement, understands it and agrees to be bound by its terms. Customer and Idera further agree that this Agreement is the complete and exclusive statement of the agreement between Customer and Idera and supersedes all proposals, oral or written, and all other communications between the parties relating to the subject matter of this Agreement, including any shrink-wrap agreements, click-wrap agreements or demo or trial agreements which may accompany the Licensed Material or which may have been previously in force between the parties. This Agreement may not be amended, modified, supplemented or altered except by a written agreement that is signed by both parties.

16. MISCELLANEOUS

- (a) Customer may not assign, delegate or otherwise transfer this Agreement or any of its rights or obligations hereunder to any other person or entity without Idera's prior written consent. This Agreement shall be binding upon the parties hereto and shall inure to the benefit of the parties hereto and their respective permitted successors and assigns.
- (b) All notices or approvals required or permitted under this Agreement must be given in writing and delivered to the appropriate party at the address set forth below the signatures to this Agreement.
- (c) The waiver of compliance with or breach of any term or condition of this Agreement or the failure of a party to exercise any right under this Agreement shall in no event constitute a waiver as to any other failure to comply or breach, whether similar or dissimilar in nature, or prevent the exercise of any right under this

Agreement. Unless otherwise specified herein, the rights and remedies of Idera set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to it at law or in equity.

(d) THIS AGREEMENT WILL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW RULES. Idera AND CUSTOMER HEREBY AGREE ON BEHALF OF THEMSELVES THAT THE SOLE AND EXCLUSIVE JURISDICTION AND VENUE FOR ANY LITIGATION ARISING FROM OR RELATING TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF SHALL BE IN AN APPROPRIATE FEDERAL OR STATE COURT IN THE STATE OF TEXAS LOCATED IN HARRIS COUNTY.

- (e) Unless otherwise specified herein, the rights and remedies of Idera set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to it at law or in equity.
- (f) This Agreement is not intended to be nor shall it be construed as a joint venture, association, partnership or other form of business organization or agency relationship.
- (g) Headings used in this Agreement are for reference purposes only and shall not be used to modify the meaning of the terms and conditions of this Agreement. This Agreement may be executed in counterparts, all of which shall constitute one single agreement between the parties hereto.
- (h) In consideration of the mutual covenants contained herein, including the rights and licenses granted to Customer herein, the parties hereto do hereby agree that for a period of two years following Customer's most recent purchase of any licenses or services, including Maintenance Service, from Idera or its authorized representative, Customer shall not solicit, induce, hire, engage, or attempt to hire or engage any employee of Idera, or in any other way interfere with Idera's contractual or employment relations with any of its employees, nor will Customer hire or engage or attempt to hire or engage any individual who was an employee of Idera at any time during such two-year period.

IN WITNESS WHEREOF, Idera and Customer have caused this Agreement to be executed by their duly authorized representatives identified below, as of the date first written above.

[NAME OF CUSTOMER]

IDERA, INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address: _____

Idera, Inc.
2929 Allen Parkway
Suite 3200
Houston, Texas 77019
Phone: 713-862-5250
Fax: 713-862-5210
Attn: Finance Department

Phone: _____

Fax: _____

Attn: _____