

**Appendix D to DIR Contract No. DIR-TSO-3413**  
**SADA Systems, Inc.**  
**GOOGLE SEARCH APPLIANCE CUSTOMER AGREEMENT AND ORDERING**  
**DOCUMENT**

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This **GOOGLE SEARCH APPLIANCE CUSTOMER AGREEMENT** (this "Agreement"), is made and entered into as of [EFFECTIVE DATE] (the "Effective Date"), between SADA Systems Inc., a corporation organized under the laws of the state of California, with offices at 5250 Lankershim Blvd., Suite 620, North Hollywood, CA 91601 ("SADA"), and [CUSTOMER NAME], a GOVERNMENT ENTITY with offices at [CUSTOMER ADDRESS] ("Customer"). In connection with this Agreement, Customer has entered into a corresponding ordering document ("Ordering Document") for the Services, the terms of which are incorporated by reference herein.

## **1. PRODUCTS AND TERMS OF SERVICE**

**1.1 Products.** DIR Contract No. DIR-TSO-3413 and this Agreement establishes the terms under which SADA, as an independent Google Enterprise Authorized Reseller, will provide Customer with a non-sublicenseable, non-transferable, non-exclusive, limited license to use the Google Search Appliance products set forth in the Ordering Document (the "Product(s)") during the License Term (as defined in Section 4.1). The license grant provided under this Agreement is limited to indexing the number of documents Customer may index ("Documents"), as specified in the Ordering Document.

If Google makes a material change to the Google TOS, Google will notify Customer. If the change has a material adverse impact on Customer and Customer does not agree to the change, Customer must notify Google via the Google's secure site and online portal provided by Google, accessed at <https://google.secure.force.com/> (or such other URL may be provided by Google) within 30 days after receiving notice of the change, in which case Customer will remain governed by the Google TOS in effect immediately prior to the change until the end of the contract term. Any provision found to be in conflict with DIR Contract No. DIR-TSO-3413 shall be deemed null and void.

**1.2 Support.** Google will provide technical support services to Customer for the Product(s) at the Support Level and for the Support Period set forth in the Ordering Document in accordance with the technical support guidelines in effect when the Product is ordered ("TSSG"), as set forth at [https://www.google.com/work/gsa/terms\\_v13.html](https://www.google.com/work/gsa/terms_v13.html) (or such other URL may be provided by Google). SADA is hereby authorized by Customer as a Customer Contact (as defined in the TSSG) to submit Customer support issues to Google on behalf of Customer. In the event that Customer desires SADA to raise support issues with Google, Customer agrees to provide SADA with access to its Google support panel. If Google makes a material change to the TSSG, Google will notify Customer. If the change has a material adverse impact on Customer and Customer does not agree to the change, Customer must notify Google via the Google's secure site and online portal provided by Google, accessed at <https://support.google.com/> (or such other URL may be provided by Google) within 30 days after receiving notice of the change, in which case Customer will remain governed by the TSSG in effect immediately prior to the change until the end of the Support Period. Any provision found to be in conflict with DIR Contract No. DIR-TSO-3413 shall be deemed null and void.

**1.3 Delivery.** The Product(s) will be delivered to Customer at the address specified by Customer in the Ordering Document. SADA will bear the risk of loss for the Product(s) until the Product(s) are accepted by Customer. Upon receipt and acceptance by Customer, Customer bears all risk of loss for the Product.

## **2. CUSTOMER REPRESENTATIONS AND OBLIGATIONS.**

**2.1 Place of Business; Compliance with Agreement and Law.** Customer represents and warrants that its principal place of business is located within the United States or Canada. Customer will comply with all applicable laws, rules and regulations applicable to its use of the Product(s).

**2.2 No Resale.** Customer will not, and will not allow others to: (A) adapt, alter, modify, decompile, translate, disassemble, or reverse engineer the Product(s) or any component thereof; (B) alter the number of Documents; (C) create license keys that enable the Google proprietary computer software, in binary executable form only, which is installed on the Google proprietary computer hardware (“Software”); (D) copy the Software except as provided in the Google TOS with respect to Updates (as defined in the TSSG); (E) use the Product(s) for High Risk Activities (as defined in the Google TOS); (F) transfer, sublicense, loan, sell, lease, or use for timesharing or service bureau purposes the Product(s) or any component of the Product(s); or (G) remove or alter any trade names, trademarks, service marks, logos, domain names or other proprietary notices on or in the Product(s).

### **3. CHARGES AND PAYMENT**

**3.1 Fees.** Customer will pay SADA the fee(s) set forth on Appendix C of DIR Contract No. DIR-TSO-3413 and the Ordering Document for the Product(s) and the support services described in Section 1.3 of this Agreement. ,

**3.2 Support Charges.** Any support to be provided by SADA under Section 1.3 of this Agreement will be performed on business days between the hours of 9:00 a.m. to 6:00 p.m. Pacific Time, at no additional cost. Any support services requested by Customer outside these hours will be billed to Customer at an hourly rate of \$292.50 as indicated in Appendix C of DIR Contract No. DIR-TSO-3413.

**3.3 Taxes.** Taxes shall be in accordance with Appendix A, Section 8.E of DIR Contract No. DIR-TSO-3413.

**3.4 Delinquent Payments.** Payments shall be in accordance with Appendix A, Section 8.J of DIR Contract No. DIR-TSO-3413.

### **4. TERM, TERMINATION AND ADDITIONAL END USER ACCOUNTS**

**4.1 Term.** The term of the license granted in this Agreement for the Product(s) will begin on the date of Customer’s receipt of the Product(s) and continue for the License Term set forth in the Ordering Document, unless terminated earlier as set forth in Appendix A, Section 11.B of DIR Contract No. DIR-TSO-3413.

**4.2 Termination and Effects of Termination.** Termination shall be in accordance with Appendix A, Section 11.B of DIR Contract No. DIR-TSO-3413.

**4.3 Effects of Expiration.** The Product(s) will cease functioning upon expiration of the License Term. Customer may: (A) return the non-functioning Product(s) to Google in accordance with the TSSG; or (B) retain possession of the Product hardware, but only if Customer erases all Software as instructed by Google. If Customer chooses to retain the hardware and delete the Software, Customer must provide written certification to SADA of this deletion within ten business days of the expiration of the License Term.

**5. DISCLAIMER OF WARRANTIES.** To the maximum extent permitted by applicable law, SADA AND GOOGLE, AND THEIR RESPECTIVE LICENSORS AND SUPPLIERS MAKE NO WARRANTY, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS A PARTICULAR USE AND NON INFRINGEMENT. NEITHER SADA NOR GOOGLE, NOR ANY OF THEIR LICENSORS OR SUPPLIERS, WARRANT THAT THE OPERATION OF THE PRODPUCT WILL BE ERROR-FREE OR UNINTERRUPTED. THE PRODUCT(S) ARE NOT DESIGNED, MANUFACTURED OR INTENDED FOR HIGH RISK ACTIVITIES (AS DEFINED IN THE GOOGLE TOS).

**6. LIMITATION OF LIABILITY.** Limitation of Liability shall be in accordance with Appendix A, Section 10.K of DIR Contract No. DIR-TSO-3413.

**7. GENERAL PROVISIONS**

**7.1 Notices.** Notices shall be in accordance with Appendix A, Section 12.A of DIR Contract No. DIR-TSO-3413.

**7.2 Governing Law.** Governing law shall be in accordance with Appendix A, Section 4.F of DIR Contract DIR-TSO-3413.

**7.3 Equitable Relief.** . Nothing in this Agreement will limit either party’s ability to seek equitable relief.

**7.4 Binding Nature and Assignment.** Assignment shall be in accordance with Appendix A, Section 4.D of DIR Contract No. DIR-TSO-3413.

**7.5 Third Party Beneficiary.** The parties agree that Google is a third party beneficiary of this Agreement. There are no other third party beneficiaries to this Agreement.

**7.6 No Agency.** The parties are independent contractors, and this Agreement does not create an agency, partnership or joint venture. Customer acknowledges that SADA is not an agent of Google and has no authority to bind Google.

**7.7 No Waiver.** Failure to enforce any provision of this Agreement will not constitute a waiver.

**7.8 Survival.** Survival shall be in accordance with Appendix A, Section 4.E of DIR Contract No. DIR-TSO-3413.

**7.9 Force Majeure.** Force Majeure shall be in accordance with Appendix A, Section 11.C of DIR Contract No. DIR-TSO-3413.

**7.10 Severability.** If any provision of this Agreement is found unenforceable, it and any related provisions will be interpreted to best accomplish the unenforceable provision’s essential purpose. The remainder of this Agreement will remain in full force and effect.

**7.11 Entire Agreement; Incorporation; Amendment.** DIR Contract DIR-TSO-3413, this Agreement and the Ordering Document(s) constitute the entire agreement between SADA and Customer. Any amendment must be agreed upon in writing and expressly state that it is amending this Agreement.

**7.12 Counterparts.** The parties may enter into this Agreement in counterparts, including facsimile, PDF or other electronic formats, each of which will be deemed an original and when taken together will constitute one instrument.

**CUSTOMER ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE LEGALLY BOUND BY DIR CONTRACT DIR-TSO-3413 AND THIS AGREEMENT.**

**IN WITNESS WHEREOF,** this Agreement has been executed by the parties through their duly authorized officers as of the date set forth above.

SADA Systems, Inc.

[CUSTOMER]

\_\_\_\_\_

\_\_\_\_\_

Print name: \_\_\_\_\_

Print name: \_\_\_\_\_

Print title: \_\_\_\_\_

Print title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**SADA Systems, Inc.  
GOOGLE SEARCH APPLIANCE  
ORDERING DOCUMENT**

This Google Search Appliance Ordering Document (the “Ordering Document”) and the corresponding Google Search Appliance Customer Agreement (the “Agreement”) between SADA Systems, Inc. and Customer (as defined below) governs Customer’s access to and use of the Services. Undefined capitalized terms used in this Ordering Document will have the meanings set forth in the Agreement.

Under the terms of the Agreement of which this Ordering Document is a part, Customer agrees to purchase and SADA agrees to provide the following Google services to Customer in the indicated quantity and at the indicated pricing:

SKU	Description	Price
<b>TOTAL</b>		

**Shipping Destination Address**

[Shipping address]

**Notices**

Any notices under this Agreement will be directed, if to SADA, at:

Annie Safoian, Chief Financial Officer  
SADA Systems, Inc.  
5250 Lankershim Blvd., Suite 620  
North Hollywood, CA 91601  
Email: [annie.safoian@sadasystems.com](mailto:annie.safoian@sadasystems.com)  
Fax: 818-766-0090

and if to Customer, at:

[Customer Contact info, including email and fax]

**CUSTOMER ACKNOWLEDGES THAT IT HAS READ THIS ORDERING DOCUMENT AND THE CORRESPONDING AGREEMENT, AND UNDERSTANDS AND AGREES TO BE LEGALLY BOUND BY DIR CONTRACT DIR-TSO-3413.**

**IN WITNESS WHEREOF**, this Ordering Document has been executed by the parties through their duly authorized officers.

SADA Systems, Inc.

Customer

\_\_\_\_\_

\_\_\_\_\_

Print name: \_\_\_\_\_

Print name: \_\_\_\_\_

Print title: \_\_\_\_\_

Print title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_