

Appendix D

Software License Agreement

for Hitachi ID Systems Management Suite

DIR-SDD-2198

1 Preamble

This Software License Agreement ("Agreement") dated 12345 ("Effective Date") is by and between XXXXXXXX with offices at xyz, hereafter referred to as ("xxxxx") and Hitachi ID Systems, Inc. with offices at 500, 1st - Street SE Calgary, AB T2G-2J3 Canada, hereafter referred to as ("Hitachi ID Systems").

2 Definitions & Schedules

2.1 The following words have the following meanings:

1. "Computer Program" means the computer program described in [Appendix A](#) on Page 16 to this Agreement, in machine readable form.

It consists of the following, and only the following product(s) from Hitachi ID Systems:

- Hitachi ID Password Manager – Self service management of passwords, PINs and encryption keys
- Hitachi ID Identity Manager – User provisioning, RBAC, SoD and access certification
- Hitachi ID Group Manager – Self service management of security group membership
- Hitachi ID Access Certifier – Periodic review and cleanup of security entitlements
- Hitachi ID Telephone Password Manager – Telephone self service for passwords and tokens
- Hitachi ID Org Manager – Delegated construction and maintenance of Orgchart data
- Hitachi ID Automated Discovery – Automatic discovery and correlation of login IDs
- Hitachi ID Privileged Access Manager – Control and audit access to privileged accounts
- Hitachi ID Login Manager – Automated application logins

2. "Documentation" means any documentation Hitachi ID Systems provides xxxxx that is related to the Computer Program, including any user manual.

3. "In-house" means use of the Licensed Software:

- (a) Solely for xxxxx's own internal purposes (which includes use in a joint venture where xxxxx is required to provide that joint venture the use of the Licensed Software, but does not include a

joint venture where a significant purpose is the offering of the use of the Licensed Software to others,

- (b) By xxxxx employees or contractors who have a need to use and who are subject to xxxxx's standard form confidentiality agreement.

4. "Licensed Software" means:
 - (a) The Computer Program, and
 - (b) Documentation, and
 - (c) Any Software Modifications provided to xxxxx.
5. "User" means each person connected to the private xxxxx network with access to the Licensed Software.
6. "Server" means a computer with the appropriate capabilities and designated by xxxxx to store and operate the Licensed Software; the Server may be accessed by external computers so long as the Licensed Software cannot be downloaded or copied on to these external computers.
7. "Software Modifications" or "Software Customization" mean changes, improvements, modifications or additions which may be made by Hitachi ID Systems to the Licensed Software during the term of this Agreement, but does not include a work derived from the Licensed Software that Hitachi ID Systems markets as a new version for an additional fee.
8. "Support" means the support described in [Appendix B](#) on Page 18 to this Agreement.
9. "Technical Representatives" means the persons designated to represent each party in technical matters.
10. "Managed Object" means a user, server login ID or workstation.
11. "Workstation computer" means a computer used primarily to run interactive software, through direct access to an attached keyboard, mouse and/or monitor, by one or more human users. Note that all computers attached to the xxxxx private network shall be deemed to be either primarily workstations or primarily servers.
12. "Server computer" means a computer used primarily to run service programs, which do not interact with users directly through that computer's keyboard, mouse or monitor, but instead provide services to users or other programs attached to the network. Note that all computers attached to the xxxxx private network shall be deemed to be either primarily workstations or primarily servers.
13. "Workstation password" means a single password, used to authenticate access to a single login account, on a workstation computer that is either permanently or from time to time attached to the private xxxxx computer network.
14. "Server password" means a single password, used to authenticate access to a single login account, on a server computer that is permanently attached to the xxxxx computer network.

3 Grant of License

1. Hitachi ID Systems hereby grants to xxxxx, the Licensee, a non-exclusive, non-transferable license to use the Licensed Software on the terms of this Agreement. This is a license, not a sale of the Licensed Software even if the term of the license is perpetual.

2. If xxxxx requests an additional license of the Licensed Software, unless otherwise agreed in writing at the time of the provision of the additional copy of the Licensed Software, it shall be licensed to xxxxx pursuant to the terms of this Agreement effective upon xxxxx's receipt of the first invoice relating to such additional license of the Licensed Software.

4 Term

Unless otherwise provided in DIR Contract No. DIR-SDD-2198, the term of this Agreement shall be perpetual, but subject to earlier termination as provided in this Agreement.

5 Material Provided

Forthwith on execution of this License Agreement, Hitachi ID Systems shall provide xxxxx with one electronic copy of the Computer Program and online access to Documentation that Hitachi ID Systems releases generally with the Computer Program. The Computer Program may be protected by internal security measures.

6 Support

1. xxxxx shall designate one of xxxxx's staff as xxxxx's Technical Representative for the purposes of liaising with Hitachi ID Systems. Hitachi ID Systems shall be entitled to deal with xxxxx's Technical Representative as xxxxx's agent and all requests by xxxxx for technical assistance or support shall be directed through xxxxx's Technical Representative. xxxxx's Technical Representative is invited to contact Hitachi ID Systems's Technical Representative or any Hitachi ID Systems personnel whom xxxxx's Technical Representative considers appropriate for the particular matter to be addressed. xxxxx's Technical Representative shall assist Hitachi ID Systems in the installation of the Computer Program and in the provision of Hitachi ID Systems's on-site and off-site after-sales Support services.

Off-site support: During the term of this Agreement, Hitachi ID Systems shall provide off-site Support to xxxxx, and xxxxx shall allow Hitachi ID Systems remote access to facilitate this Support.

On-site support: During the term of this Agreement, xxxxx may specifically request Hitachi ID Systems to provide on-site Support at xxxxx's physical premises, to which xxxxx will allow access to Hitachi ID Systems personnel for this purpose. On-site Support services may include, but not restricted to the following: installation, training of xxxxx staff, troubleshooting, maintenance, upgrading, and evaluation of xxxxx's utilization of the Computer Program. xxxxx will pay for such on-site Support services and associated fees as defined in the exhibits below.

xxxxx shall allow Hitachi ID Systems remote access as well as physical access to xxxxx's premises, as applicable, for the provision of Hitachi ID Systems's off-site and on-site Support; xxxxx may require Hitachi ID Systems personnel who have been designated to provide after-sales support to xxxxx to sign a confidentiality agreement provided the agreement is reasonable before the provision of the afore-mentioned on-site and off-site Support services.

2. During the term of this Agreement, Hitachi ID Systems shall make the Support available to xxxxx provided that fees for such Support services are not in arrears.

7 Fees

xxxxx shall pay the fees for the license of the Licensed Software and for Support in accordance with DIR Contract No. DIR-SDD-2198.

8 Maintenance

1. Optional annual maintenance payments may be made on the maintenance anniversary date.
2. Hitachi ID Systems will notify xxxxx 90 days before renewal as to the amount and date of the maintenance renewal, and xxxxx will issue a corresponding purchase order or any other documented form of approval to Hitachi ID Systems. Hitachi ID Systems will then issue an invoice for the maintenance.
3. If a purchase order or other form of written authorization instruction is not received 30 days prior to the expiration of the then current maintenance coverage, the maintenance coverage will be considered as lapsed as of the end of the current maintenance period.
4. Any subsequent reinstatement of maintenance will be at Hitachi ID Systems's option, and subject to payment of lapsed maintenance fees in prior years plus a 5% re-instatement service charge.
5. Should xxxxx elect not to renew maintenance, then xxxxx will not be able to receive any Support and xxxxx will not be able to receive any Software Modifications.
6. Such non-renewal of annual maintenance does not constitute termination of this Agreement.

9 Payment

All payments terms are detailed in DIR Contract No. DIR-SDD-2198, Appendix A, Section 7. Purchase Orders, Invoices and Payments.

10 Provision of Hardware/Software

1. xxxxx shall provide the Server hardware and any third party software in proper working order and shall be responsible for its maintenance.

2. Hitachi ID Systems may assist xxxxx in obtaining hardware and third party software but any such assistance shall be independent of this Agreement.

Hitachi ID Systems assumes no responsibility for the fitness or merchantability of any hardware or third party software xxxxx selects with or without Hitachi ID Systems's assistance; xxxxx will rely only on any warranties provided by the manufacturer of that hardware or third party software.

3. For every integrated system where Hitachi ID Systems does not already have access to current versions of APIs or libraries, the xxxxx shall provide access to same in order to ensure continued availability of a working integration.

11 Restricted Use

1. xxxxx may not make any use of the Licensed Software in whole or in part which is not expressly permitted by DIR Contract No. DIR-SDD-2198 and this Agreement. xxxxx shall permit only the number of managed objects authorized by [Appendix C](#) on Page 20 to gain access to and use the Licensed Software and inform Hitachi ID Systems in advance of any additional number of managed objects that will be given access to the Licensed Software.
2. This license of the Licensed Software is solely for xxxxx's benefit and may be used only for xxxxx's in-house purposes and only by xxxxx's own users.
3. The Server and each computer permitted to access the Licensed Software must be in xxxxx's possession and under xxxxx's control and used only by persons who have a specific need to use the Licensed Software.
4. xxxxx shall take no action designed to defeat the operation of any security measure incorporated in the Computer Program.

12 Permitted Copying

xxxxx may not make any copies of the Licensed Software without Hitachi ID Systems's consent except for a reasonable number of copies for backup or archival purposes. xxxxx shall not remove any of Hitachi ID Systems's proprietary rights notices and shall affix Hitachi ID Systems's proprietary rights notice to each copy of the Licensed Software that xxxxx makes.

13 Permitted Modification

xxxxx shall not modify nor adapt the Licensed Software, nor merge the Licensed Software into any other computer program without Hitachi ID Systems's prior written consent.

14 Reverse Engineering

xxxxx shall not do anything nor permit anything to be done, whether by way of reverse engineering, decoding, decompiling, disassembling or anything else that is intended to discover the source code of the Licensed Software or to assist in the development of a competing computer program.

15 Security

The Computer Program may be enabled by and accessed by security measures incorporated within the Computer Program (a “Security Key”). xxxxx accepts the risks of loss, destruction or damage to the Security Key. Hitachi ID Systems shall replace any damaged Security Key upon notification by xxxxx in writing of such damage, and upon the return of the damaged Security Key to Hitachi ID Systems, and upon payment to Hitachi ID Systems of the direct replacement cost to Hitachi ID Systems for such replaced Security Key, but only if xxxxx certifies that the damage did not result from any attempts to reverse engineer the Security Key or otherwise to determine its method of operation, from any other breach of secrecy or confidentiality, or any other breach of this Agreement.

Hitachi ID Systems will provide a temporary Security Key valid for 120 days upon receipt of a purchase order. Hitachi ID Systems will provide the Licensee a permanent Security Key upon receipt of all payments for license fees, first year maintenance fees and deployment fees as stipulated in this Agreement.

16 Training

xxxxx shall attend at least one Hitachi ID Management Suite administrators’ training course delivered remotely from Hitachi ID Systems’s office in Calgary. These classes run approximately four times annually and run for 5 days per Hitachi ID Password Manager or Hitachi ID Identity Manager class. Training fees are covered in [Appendix C](#) on [Page 20](#).

17 Assignment

Assignment terms are detailed in DIR Contract No. DIR-SDD-2198, Appendix A, Section 4.D. Assignment.

18 Title

Title to the Licensed Software in part or in whole and the confidential information contained therein shall remain at all times with Hitachi ID Systems.

19 Protection of Licensed Software

1. To the extent allowable by the Texas Public Information Act, xxxxx acknowledges that the Licensed Software contains proprietary trade secrets. The existence of any copyright notice shall not be considered as an admission that the Licensed Software has been published.
2. xxxxx shall take all reasonable measures to safeguard the Licensed Software from unauthorized use or disclosure and, in any event, xxxxx shall provide at least the same degree of care as exercised towards xxxxx's own confidential information.
3. To the extent allowable by the Texas Public Information Act, xxxxx shall not disclose, provide or otherwise make available the Licensed Software in any form to any person, firm, corporation or other entity except to individuals who are using them for xxxxx's In-house purposes.

20 Limited Warranties

1. Hitachi ID Systems warrants that the Licensed Software will perform substantially in accordance with Hitachi ID Systems's representations and the accompanying Documentation, if any, for a period of ninety (90) days from the date the Licensed Software is shipped to xxxxx.
2. Hitachi ID Systems reserves the right to replace the Licensed Software or any part thereof with a revised program which will provide the same functionality, if Hitachi ID Systems determines that there may be an inherent defect in the Licensed Software, which substituted program shall then be subject to the terms of this Agreement.
3. EXCEPT AS PROVIDED IN SECTION 20 AND SECTION 22, THE LICENSED SOFTWARE AND SUPPORT ARE PROVIDED WITHOUT ANY WARRANTY OF ANY KIND EITHER EXPRESSED OR IMPLIED. IN PARTICULAR, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE FOLLOWING WARRANTIES ARE EXPRESSLY DISCLAIMED:
 - (a) ANY WARRANTY FOR THE LICENSED SOFTWARE AND SUPPORT SERVICES WILL MEET xxxxx'S REQUIREMENTS.
 - (b) ANY WARRANTY THAT THE OPERATION OF THE LICENSED SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE.
 - (c) ANY IMPLIED WARRANTIES, REPRESENTATIONS, TERMS OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

21 Limited Liability

Limitation of Liability terms are detailed in DIR Contract No. DIR-SDD-2198, Appendix A, Section 9.K. Limitation of Liability.

22 Patent, Copyright, and Trade Secrets Infringement

1. Hitachi ID Systems warrants that Hitachi ID Systems has the right to enter into this Agreement.
2. In the event of any action or threatened action against xxxxx in which it is asserted that the Licensed Software infringes a copyright, patent, or other intellectual property right, xxxxx shall immediately notify Hitachi ID Systems of such action or threatened action and Hitachi ID Systems shall save and hold xxxxx harmless from any loss, damage or claim that xxxxx may suffer resulting from xxxxx's use of the infringing material and Hitachi ID Systems shall have the right to:
 - (a) Procure the right for xxxxx to continue using the infringing material.
 - (b) Replace or modify the infringing material so that it becomes non-infringing but has substantially equivalent capabilities as the infringing system.

If the measures described in 2a or 2b above are not practical and economically available to Hitachi ID Systems, Hitachi ID Systems may terminate the license of the infringing material and pay xxxxx the actual damages xxxxx has paid the holder of the infringed intellectual property right. In any event, Hitachi ID Systems shall have the right to conduct the defense of the infringement action on xxxxx's behalf and to settle the action without xxxxx's consent upon giving reasonable security to protect xxxxx, and xxxxx shall cooperate fully with Hitachi ID Systems in the defense and the settlement of any such action. The costs of defending such action shall be borne by Hitachi ID Systems.

3. This warranty against infringement is only valid if:
 - (a) xxxxx promptly notifies Hitachi ID Systems of any assertion or claim of infringement and xxxxx cooperates with Hitachi ID Systems in the defense of the infringement action, and
 - (b) xxxxx has installed all Software Modifications when provided by Hitachi ID Systems, provided that our liability shall only be limited to the extent that the installation of the Software Modifications would have avoided the claim for infringement.

4. If Hitachi ID Systems supplies xxxxx with written evidence of the use of a copy of the Licensed Software or any part thereof in a manner not permitted by this License where Hitachi ID Systems believes such copy or part thereof was obtained from xxxxx, with respect to such use xxxxx shall, at xxxxx's expense undertake such legal action as is reasonably available to xxxxx to bring about the termination of such use.

23 Taxes

Tax terms are detailed in DIR Contract No. DIR-SDD-2198, paragraph 4.F. Tax-Exempt.

24 Termination

1. The license of the Licensed Software and Hitachi ID Systems's obligation to provide Support under this Agreement shall terminate:
 - (a) Upon the mutual agreement of the parties, or
 - (b) Upon expiration of the fixed term, as set out in [Appendix C](#) on Page 20, if the term is not perpetual, or
 - (c) At Hitachi ID Systems's option, if xxxxx breaches any provision of this Agreement (and if the breach is one that may be remedied), xxxxx fails to remedy the breach within 15 days of receiving notice from Hitachi ID Systems requesting such a remedy.
2. Upon the Agreement being terminated, xxxxx shall:
 - (a) Cease to use the Licensed Software and shall cease to be entitled to Support.
 - (b) Return all copies of the Licensed Software which were provided to xxxxx by Hitachi ID Systems.
 - (c) Render unusable all copies of the Licensed Software stored on any hard disk or other similar form of storage that cannot practically be separated from the computer.
 - (d) Deliver to Hitachi ID Systems a certificate that there are no operable copies of the Licensed Software within xxxxx's control or possession.
3. Any remedies available to Hitachi ID Systems on xxxxx's breach of this Agreement shall survive termination.

25 Dispute Resolution

Dispute Resolution terms are detailed in DIR Contract No. DIR-SDD-2198, Appendix A, Section 10.A. Enforcement of Contract and Dispute Resolution.

26 Notices

Notice terms are detailed in DIR Contract No. DIR-SDD-2198, paragraph 6. Notification.

27 Governing Law

The laws of the State of Texas shall govern the construction and interpretation of the Contract. Exclusive venue for all actions with be in state court, Travis County, Texas. Nothing in the Contract or its Appendices shall be construed to waive the State's sovereign immunity..

28 Changes

No modification of this Agreement will be effective unless it refers to this Agreement, is made in writing and is signed by authorized representatives of each party.

29 Severability

If a provision of this Agreement is wholly or partially unenforceable for any reason, such unenforceability shall not affect the enforceability of the balance of this Agreement, and all provisions of this Agreement shall, if alternative interpretations are applicable, be construed as to preserve the enforceability hereof.

30 Publication

To the extent allowable by DIR Contract No. DIR-SDD-2198, xxxxx understands that Hitachi ID Systems may publish a press release on this License Agreement and list xxxxx's company name and logo on Hitachi ID Systems's Web site.

31 Branding

xxxxx is entitled to alter the Hitachi ID Management Suite™ user interface, provided that each page in the application continues to bear a visible Hitachi ID Systems product logo, and/or a visible Hitachi ID Systems corporate logo. Such logos may be small, and may be at the bottom of the user interface page, if xxxxx so desires.

32 Confidentiality and Data Protection

Except as provided in DIR Contract No. DIR-SDD-2198:

1. Hitachi ID Systems and xxxxx shall treat all information as confidential and shall not divulge the information to any person (except to such their own staff members and then only to those staff members who need to know the same) without the other party's prior written consent.
2. This clause shall not extend to information which was rightfully in the possession of such party prior to the commencement of the negotiations leading to this Agreement, which is already generally known or becomes so at a future date (otherwise than as a result of a breach of this clause) or which is trivial or obvious.
3. Hitachi ID Systems warrants that it shall ensure that it and its staff shall comply with any request made or direction given by xxxxx in connection with the requirements of applicable statutes, laws or regulations relating to protection of personal data and shall not do or permit anything to be done, which might jeopardize or contravene the terms of xxxxx's liability under applicable data and/or information protection laws.
4. Hitachi ID Systems shall take appropriate technical and organizational security measures against unauthorized or unlawful processing of personal data supplied to it by xxxxx (including but not limited to testing and integration purposes or any other purposes related to the services) and against accidental loss or destruction of, or damage to, such personal data.
5. Each party shall ensure that its Staff are aware of and comply with the provisions of this clause.
6. If the Hitachi ID Systems shall appoint any sub-contractor then Hitachi ID Systems may disclose information to such sub-contractor subject to such sub-contractor giving xxxxx an undertaking in similar terms to the provisions of this Clause.
7. The provisions of this Confidentiality and Data Protection clause shall survive termination of this Agreement howsoever terminated.

33 Legal Compliance

1. Neither Party nor any of their affiliates has taken and neither will take any actions in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any government official (including any officer or employee of a government or government-controlled entity or instrumentality, or of a public international organization, or any person acting in an official capacity for or on behalf of any of the foregoing, or any political party or official thereof, or candidate for political office, all of the foregoing being referred to as "Officials" or to any other person while knowing that all or some portion of the money or value was or will be offered, given or promised to an Official for the purposes of obtaining or retaining business or securing any improper advantage or influencing official action. No part of the payments received by one Party from another will be used for any purpose which would cause a violation of law, including, without limitation, the anti-bribery laws of any country or jurisdiction, by either Party.
2. Each Party shall act in strict compliance with all applicable laws, ordinances, regulations and other requirements of any and all governmental authorities, including without limitation all applicable export

laws and regulations, in connection with its performance under this Agreement. Without limiting the generality of the foregoing, each Party expressly agrees that it shall not, and shall cause its representatives to agree not to, export, directly or indirectly, re-export, divert or transfer the Deliverables or any direct product thereof to any destination, entity or person restricted or prohibited by the export laws, regulations and controls of the United States or Canada, and each party shall obtain all permits, licenses or other consents necessary for the performance of its duties under this Agreement.

34 Entire Agreement

1. DIR Contract No. DIR-SDD-2198 and this agreement are the entire agreement between the parties and any descriptions of the Licensed Software and any written material used to facilitate or promote the Licensed Software are for the sole purposes of identification and are not to be construed as warranties. In the event of a conflict in terms, the terms of DIR Contract No. DIR-SDD-2198 will have precedence and control.
2. Any purchase order used by xxxxx is for xxxxx's convenience only and it shall not vary or add to any of the provisions of this Agreement unless those provisions are specifically referred to.

Agreed to by:

Company	Hitachi ID Systems, Inc.
Name	Gideon Shoham
Title	CEO
Phone	403 233 0740 x 222
Fax	403 233 0725
E-Mail	Gideon_Shoham@Hitachi-ID.com
Signature	
Date	
Company	XXXXXXXX
Name	
Title	
Phone	
Fax	
E-Mail	
Signature	
Date	

APPENDICES

A Description of Computer Program

The Computer Program for the purposes of this Agreement is:

- **Hitachi ID Password Manager – Self service management of passwords, PINs and encryption keys:**

Password Manager, a component of the Hitachi ID Management Suite, actually supports more than just passwords – it is, in reality, a platform for managing authentication factors and encryption keys. Password Manager is used by many organizations to reduce the volume of IT support calls relating to passwords and PINs, to improve user productivity by eliminating login problems and to strengthen the security of passwords and of user support processes. Password Manager includes built-in connectors to manage passwords on over 110 kinds of systems and applications.

- **Hitachi ID Telephone Password Manager – Telephone self service for passwords and tokens:**

Telephone Password Manager is a turn-key telephone user interface bundled with the Password Manager authentication management solution. It enables organizations to quickly and inexpensively offer self-service password reset, PIN reset and disk unlock to users over a telephone, without having to configure a complex IVR system.

- **Hitachi ID Identity Manager – User provisioning, RBAC, SoD and access certification:**

Identity Manager is a user provisioning solution. It reduces the cost of user administration, helps new and reassigned users get to work more quickly and ensures prompt and reliable access deactivation. This is accomplished with: auto-provisioning, auto-deactivation, identity synchronization, self-service profile updates, delegated administration, policy enforcement and reports. Identity Manager includes built-in connectors to manage users and entitlements on over 110 kinds of systems and applications.

- **Hitachi ID Access Certifier – Periodic review and cleanup of security entitlements:**

Access Certifier is a solution for distributed review and cleanup of users and entitlements. It works by asking managers, application owners and data owners to review lists of users and entitlements. These stake-holders must choose to either certify or revoke every user and entitlement.

Access Certifier is included with Identity Manager at no extra cost.

- **Hitachi ID Group Manager – Self service management of security group membership:**

Group Manager is a self-service group membership request portal. It allows users to request access to resources such as shares and folders, rather than initially specifying groups. Group Manager automatically maps requests to the appropriate security groups and invites group owners to approve or reject the proposed change.

Group Manager is available both as a stand-alone solution and as a no-cost module included with Identity Manager.

- **Hitachi ID Automated Discovery – Automatic discovery and correlation of login IDs:**

Automated Discovery is designed to quickly, inexpensively and reliably build enterprise-wide user profiles. These profiles connect login IDs on different systems to their user/owners and support subsequent deployment of additional enterprise identity and access management systems, including password management, user provisioning, access certification and data synchronization.

- **Hitachi ID Org Manager – Delegated construction and maintenance of Orgchart data:**

In many organizations, data connecting users to their managers is incomplete and/or outdated. This can make it difficult to deploy identity management automation, which may depend on the relationship between users and their managers to automate authorization, escalation and certification processes.

Org Manager helps organizations to construct and maintain complete and accurate data mapping every user to their immediate manager.

• **Hitachi ID Privileged Access Manager – Control and audit access to privileged accounts:**

Privileged Access Manager is a system for securing access to privileged accounts. It works by regularly randomizing privileged passwords on workstations, servers, network devices and applications. Random passwords are encrypted and stored on at least two replicated credential vaults. Access to privileged accounts may be disclosed:

- To IT staff, after they have authenticated and their requests have been authorized.
- To applications, replacing embedded passwords.
- To Windows workstations and servers, which need them to start services.

Password changes and access disclosure are closely controlled and audited, to satisfy policy and regulatory requirements.

• **Hitachi ID Login Manager – Automated application logins:**

Login Manager, a module included with Password Manager, is an enterprise single sign-on solution. It automatically signs users into applications where the ID and/or passwords are the same ones users type to sign into Windows on their PC.

Login Manager leverages password synchronization instead of stored passwords. This means that it does not require a wallet and that users can continue to sign into their applications from devices other than their corporate PC – such as a smart phone or tablet – for which a single sign-on client may not be available.

Login Manager does not require scripting or a credential vault, so has a much lower total cost of ownership (TCO) than alternative single sign-on tools.

Password Manager/390 (Identity Manager/390) is not included in this agreement.

B Description of Support

During the currency of this Agreement, and provided that maintenance renewal payments are made, Hitachi ID Systems shall make available to xxxxx Support for the following:

1. Installation guidelines of the Licensed Software, by telephone or e-mail.
2. Reasonable technical assistance and support by telephone or other electronic communication, including the Internet, to xxxxx's Technical Representative, during Hitachi ID Systems's normal support hours, concerning the use of the Licensed Software and potential problems in the Licensed Software detected by xxxxx. Hitachi ID Systems's normal support hours are 03:00 to 20:00 (Eastern Standard Time), Monday to Friday.
3. Technical support may be offered on a reduced schedule during public holidays in Calgary and/or in Montreal.
4. Software Modifications as they become commercially available.

If xxxxx's Technical Representative notifies Hitachi ID Systems of a potential error in the Licensed Software and provides Hitachi ID Systems with sufficient details of the error and relevant data so that Hitachi ID Systems can reproduce the error, Hitachi ID Systems will endeavor to expediently correct or bypass the error. Hitachi ID Systems makes no warranty that any or all errors will or may be corrected or bypassed.

Hitachi ID Systems may require remote access to xxxxx's Hitachi ID Management Suite server(s), in order to resolve problems identified by xxxxx. This may be arranged using mutually agreed upon remote control and VPN software. Inability to setup such remote access may impact Hitachi ID Systems's ability to provide effective and/or timely service.

Technical Support Incident Response Times

Priority	Description	Response time	Resolution begins	Estimated completion	Availability
1	Hitachi ID Systems product error condition suspected of causing damage to a production network.	Immediate	Immediate	4 hours	(a), (b)
2	A production installation of a Hitachi ID Systems product has ceased working.	1 hour	1 hour	6 hours	(a)
3	Failure to activate a new feature in a production installation of a Hitachi ID Systems product.	4 hours	4 hours	8 hours	(a)
4	A non-production installation of a Hitachi ID Systems product has stopped working.	4 hours	4 hours	12 hours	(a)
5	Hitachi ID Systems customer requires assistance with activating a new feature in a non-production installation of a Hitachi ID Systems product.	4 hours	8 hours	12 hours	(a)
6	Enhancement request relating to a Hitachi ID Systems product.	4 hours	8 hours	-	(c)

Availability notes:

- (a) This coverage is available to all customers during normal business hours.
- (b) This service is also available during non-business hours on a 7x24 basis **only for customers who have contracted for Emergency Coverage, at extra cost.** If an emergency incident arises outside normal Hitachi ID Systems business hours, the customer must dial a special emergency access code on the Hitachi ID Systems phone system, which will cause an automated system to call a designated Hitachi ID Systems support technician. The Hitachi ID Systems support technician will call the customer back within 30 minutes.
- (c) Deliverable cost (if any) and schedule will be negotiated.

C Fees and Managed Objects

1. The total fees under this Agreement including the one time license fee and annual maintenance fee will be US\$—,—.00 as detailed below:

Item	Description	Total
1.	One time license fees of US\$2.00 per workstation computer, for up to 16 passwords per workstation, for up to NNNN workstations.	US\$YYYY.00.
2.	One time license fees of US\$10.00 per server computer local password, for up to NNNN such server-local passwords.	US\$YYYY.00.
3.	Annual Maintenance Fee. An annual maintenance fee will be due on the Effective Date of this Agreement and may be optionally renewed in subsequent years on the anniversary date of this Agreement. This fee will be set at 20% of license fee, US\$—,—.00. per year, and may be altered from time to time, with such alteration coming into effect only subsequent to the first year. The increase in the annual maintenance fee shall not exceed 15% of the fee paid for the previous year.	US\$—,—.00.
4.	Fees for Hitachi ID Management Suite training class at Hitachi ID Systems Head Office, US\$—,—.00/person/class.	

2. Maintenance for custom additions to the Licensed Software that are specific to the Licensee environment will be charged annually at a rate of 20% of the fee charged for the customization work.
3. The maintenance fee shall cover technical support and free software upgrades as specified in [Appendix B](#) on [Page 18](#).
4. Additional managed objects may be added at a later date, the fees for which will be determined in accordance with the per-managed object rates published by Hitachi ID Systems on the date of the managed objects increase.
5. The term of this Agreement shall be perpetual, unless terminated under [Section 24](#).

D Description of Target Systems

Target systems shall consist of one or more of the following types of systems:

Directories: Any LDAP, AD, NDS, eDirectory, NIS/NIS+.	Servers: Windows 2000–2008, Samba, NetWare, SharePoint.	Databases: Oracle, Sybase, SQL Server, DB2/UDB, ODBC.
Unix: Linux, Solaris, AIX, HPUX, 24 more.	Mainframes: z/OS with RAC/F, ACF/2 or TopSecret.	Midrange: iSeries (OS400), OpenVMS.
ERP: JDE, Oracle eBiz, PeopleSoft, SAP R/3, Siebel, Business Objects.	Collaboration: Lotus Notes, Exchange, GroupWise, BlackBerry ES.	Tokens, Smart Cards: RSA SecurID, SafeWord, RADIUS, ActivIdentity, Schlumberger.
WebSSO: CA Siteminder, IBM TAM, Oracle AM, RSA Access Manager.	Help Desk: BMC Remedy, BMC SDE, HP Service Manager, CA Unicenter, Assyst, HEAT, Altiris, etc.	HDD Encryption: McAfee, CheckPoint, PGP.
SaaS: Salesforce.com, WebEx, Google Apps, Microsoft 365.	Miscellaneous: OLAP, Hyperion, iLearn, Caché.	Extensible: SSH, Telnet, TN3270, HTTP(S), SQL, LDAP, command-line.

Password synchronization may be automatically triggered by native password changes on only the following systems: Windows server or Active Directory (32-bit, 64-bit), Sun LDAP, IBM LDAP, Oracle Internet Directory, Unix (various), z/OS and iSeries (AS/400).

Local administrative passwords will be randomized and archived on Windows workstations (Windows 2000 and Windows XP) or Unix/Linux workstations.

Hitachi ID Group Manager enables self-service administration of group membership in Active Directory, where users will select from the following types of resources:

- Windows 2000/2003 file server shares and folders therein.
- Exchange 2000/2003 mail distribution lists.
- Network printers spooled from Windows 2000/2003 file servers.

E List of Contacts

Contact name	Phone number	E-mail
Hitachi ID Systems:		
Account manager:		
Technical support:		
Licensee:		
XXXXXXXX		
Project manager:		
Purchasing/Contracts:		