NOTICE OF AWARD OF CONTRACT

TO: STRATUS TECHNOLOGIES
    111 POWDERMILL RD
    MAYNARD, MD 01754

DATE ISSUED: JUNE 6, 2013
CURRENT CONTRACT NO: 209-12

CONTRACT TITLE: STRATUS SERVER PURCHASE & MAINTENANCE

THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

The contract term covered by this Notice of Award is effective IMMEDIATELY and expires on MAY 31, 2015.

The contract documents consist of the terms and conditions of the standard form agreement including any exhibits, attached or amendments thereto.

CONTRACT PRICING:
REFER TO PARAGRAPH 5 (ATTACHED)

EMPLOYEES NOT TO BENEFIT:
NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

VENDOR CONTACT: STEVE PARKER
VENDOR PAYMENT TERMS: NET 30 DAYS
COUNTY CONTACT: JOHN SNYDER/NIKI LEVY

TELEPHONE NO.: 703-228-4365

EMAIL: JSYNDE@ARLINGTONVA.US/NSLEVY@ARLINGTONVA.US

CONTRACT AUTHORIZATION

Elizabeth Dooley, CPO, CPB
Assistant Purchasing Agent

DISTRIBUTION

VENDOR: 1
BID FOLDER: 2

Date: 6/10/13
ARLINGTON COUNTY, VIRGINIA

STANDARD FORM AGREEMENT 209-12

THIS AGREEMENT ("Agreement") is made on the date of execution by the County between the COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA ("County") and:

NAME/ADDRESS: Stratus_Technologies, 111 Powdermill Road, Maynard, MD 01754 ("Contractor") (collectively the “parties”).

1. The Contractor agrees to provide the following goods or services:

Replacement of Stratus Fault-Tolerant Server and Total Assurance Support.

2. The contract documents consist of this Standard Form Agreement, Exhibit A (Contractor Quote), Exhibit B (Nondisclosure and Data Security Agreement), Exhibit C (Stratus Technologies End User Purchase and License Terms and Conditions) Exhibit D (Stratus Technologies Service Terms and Conditions For ftServer Products Running the Windows Operating System), Exhibit E (Stratus Technologies ftServer Products Limited Hardware Warranty), Exhibit F (Stratus Technologies ftServer Software End User License Agreement), and Exhibit G (Microsoft Software License Terms (Contract Documents)).

Where the terms and provisions of this Agreement vary from the terms and provisions of the other Contract Documents, the terms and provisions of this Agreement shall prevail over the other Contract Documents and the remaining Contract Documents shall be complementary to each other and if there are any conflicts the most stringent terms or provisions shall prevail.

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to the parties’ agreement which is not contained in the Contract Documents. The Contract Documents may be referred to herein below as the “Contract” or the “Agreement.”

3. The Contractor's provision of these goods or services shall be subject to review and approval by the County's Project Officer ("Project Officer") assigned by the Director of the County’s Fire Department.

4. The Contractor shall provide the goods or service designated in Paragraph 1 and any attachments beginning on the date of the execution of this Agreement by the County, and, unless terminated as provided below, shall continue until May 31, 2015.

5. For services rendered or goods provided by the Contractor and accepted by the Project Officer, the County shall pay the Contractor $38,202.00 for Service Replacement and $9,792.00 for Total Assurance Support (as outlined in Exhibit D), with payment to be made in two (2)

Form Revised 11-14-11
installments of $28,202.00 and $9,792.00, respectively. Annual maintenance after the initial payments is $9,792.00 for a maximum Contract Amount of $67,578.00. The County shall not pay the Contractor any other sum under this Agreement. Payment to the Contractor shall be net thirty (30) days from receipt by the County of a correct invoice from the Contractor. An invoice's correctness will be determined by the Project Officer.

6. It is understood and agreed by the parties that the Contractor is an independent contractor separate from the County, and the County will not withhold from the compensation paid to the Contractor any federal or Virginia unemployment taxes, federal or Virginia income taxes, Social Security tax, or any other amounts for benefits to the Contractor or its agents or employees; further, the County will not provide any insurance coverage or other benefits normally provided by the County for its general employees to the Contractor.

7. The Contractor is obligated to take one of the two following actions within seven (7) days after receipt of amounts paid to the Contractor by the County for work performed by any subcontractor under this Agreement:

   a. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Agreement; or

   b. Notify the County and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment, with the reason for nonpayment.

The Contractor is obligated to pay interest to any subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the County for work performed by the subcontractor under this Agreement, except for amounts withheld as allowed in section b., above. Unless otherwise provided under the terms of this Agreement, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements as those contained in this Agreement with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to the above provisions may not be construed to be an obligation of the County. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

8. This Agreement may be terminated upon written notice to the Contractor fifteen (15) days before the date of termination by the Arlington County Purchasing Agent whenever the Purchasing Agent shall determine that such termination is in the County's best interest. The Contractor will be entitled to receive compensation for all Contract goods or services satisfactorily performed by the Contractor and
accepted by the County prior to such termination notice.

9. The County shall have the right to terminate this Agreement if the Contractor fails to provide satisfactory goods, in the sole determination of the Project Officer. Goods shall be deemed satisfactory only when accepted by the Project Officer. In the event of such termination, the County will give the Contractor written notice forty-eight (48) hours before the effective date and time of termination. Such notice shall be effective upon being mailed by the County to the Contractor. In the event this Agreement is terminated by the County due to the Contractor's failure to provide satisfactory goods, the Contractor shall be entitled to receive compensation only for goods satisfactorily delivered and accepted by the Project Officer prior to the mailing by the County of such termination notice. Upon any termination pursuant to this section, the Contractor shall be liable to the County for all costs incurred by the County after the effective date of termination including costs required to be expended by the County to complete the Work covered by the Contract, including costs of delay in completing the Project. Such costs shall be either deducted from any amount due the Contractor or shall be promptly paid by the Contractor to the County upon demand by the County.

10. It is mutually understood and agreed that time is of the essence and the Contractor agrees that failure to provide timely service under this Agreement shall render this Agreement null and void, and the County will be relieved of all obligations hereunder.

11. The Contractor shall provide the insurance coverages marked with an "X" below before the start of work and shall provide a certificate of insurance evidencing such coverages.

X Workers Compensation-Standard Virginia Workers Compensation Policy.

X Commercial General Liability (CGL)- $500,000 combined single limit with $1,000,000 aggregate coverage to include Personal Injury, Completed Operations, Contractual Liability and, where applicable to the services, Products and Independent Contractors. "The County Board of Arlington County, Virginia, and its officers, employees and agents" must be additional named insureds on the CGL policy.

X Automobile Bodily Injury and Property Damage Liability - $500,000 Combined Single Limit (Owned, non-owned, or hired, as applicable)

12. The Contractor agrees as follows:

a) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, national origin, age, disability or any other basis prohibited by Virginia or federal law related to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth this nondiscrimination
clause.

b) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that it is an Equal Opportunity Employer.

c) Notices, advertisements and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

d) The Contractor shall include the provisions of the foregoing paragraphs a), b), and c) in every subcontract or Purchase Order in excess of $10,000.00, so that the provisions will be binding upon each subcontractor and/or supplier.

13. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990, which prohibits discrimination against individuals with disabilities in employment and mandates their full participation in publicly- and privately-provided services and activities.

14. During the performance of this Agreement, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of marijuana or any other controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order in excess of $10,000.00, so that the provisions will be binding upon each subcontractor or supplier. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with this Agreement.

15. In accordance with § 2.2-4311.1 of the Code of Virginia, the Contractor acknowledges that it does not, and shall not during the performance of this Agreement, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

16. This Agreement is governed, in part, by all applicable provisions of the Arlington County Purchasing Resolution, which is hereby incorporated by reference into this Agreement. The time limit for decision by the County Manager in Contractual Disputes, as that term is used in the Purchasing Resolution, is fifteen (15) days.

17. This Agreement shall not be effective until a valid County Purchase Order is issued to the Contractor covering the amount of the Agreement.
18. All funds for payments by the County under this Agreement are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County. In the event of nonappropriation of funds by the County Board for Arlington County for the goods and/or services provided under this Agreement or substitutes for such goods or services which are as advanced or more advanced in their technology, the County will terminate the Agreement, without termination charge or other liability to the County, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Agreement, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Agreement beyond the date of termination specified in the County’s written notice.

19. This Agreement incorporates by reference Article 9 of the Arlington County, Virginia, Purchasing Resolution, as well as any Virginia or federal law related to ethics, conflicts of interest, or bribery, including, by way of illustration and not limitation, the State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq.), and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia (§ 18.2-438 et seq.), as amended.

20. No employee of the County shall be admitted to any share or part of this Agreement or to any benefit that may arise therefrom.

21. The County does not discriminate against faith-based organizations.

22. The Contractor agrees that it shall hold all County information and data obtained as a result of its work under this Contract confidential in accordance with the Nondisclosure and Data Security Agreement attached hereto as Exhibit B. If individual employees or subcontractors of the Contractor are performing work under this Contract on County-owned property, then such individual employees or subcontractors shall be required to sign a separate Nondisclosure and Data Security Agreement, which shall be incorporated by reference into this Contract, prior to performing any work or being allowed access to County data.

23. The Contractor agrees to comply with the provisions of Chapter 11 of the Arlington County Code covering business licenses insofar as those provisions may apply to this Agreement.

24. The Contractor shall be and remain authorized to transact business in the Commonwealth of Virginia during the term of this Agreement.

25. This Agreement shall be governed in all respects by the laws of the Commonwealth of Virginia and no other state, and the jurisdiction and venue for any litigation with respect thereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court or jurisdiction.

26. The Contractor covenants for itself, its employees, and subcontractors to save, defend, hold harmless and indemnify the County
for claims of intellectual property infringement as set forth in further detail in the Contract Documents.

27. Notwithstanding any other provision of this Agreement, nothing in this Agreement or any action taken by the County pursuant to this Agreement shall constitute or be construed as a waiver of either the sovereign or governmental immunity of the County. The parties intend for this provision to be read as broadly as possible.

28. All notices and other communications hereunder shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered to an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

TO THE CONTRACTOR:

Cheryl Eaton
111 Powdermill Road
Maynard, MA 01754

TO THE COUNTY:

The County Project Officer
John Snyder
2100 Clarendon Blvd., Suite 400
Arlington, VA 22201

AND

Richard D. Warren, Jr., Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201

29. The Contractor shall comply with all applicable legislative and regulatory requirements of privacy, security, and electronic transaction components of the Health Insurance portability and Accountability Act of 1996 ("HIPAA"). If applicable, the Contractor shall be designated a business associate pursuant and will be required to execute an Arlington County Business Associate Agreement pursuant to 45 C.F.R. §164.502(e) and §164.504(e).

30. This Agreement expressly incorporates any and all attachments and/or exhibits referenced hereinabove by reference. Where the terms and provisions of this Agreement vary from the terms and provisions of any attachments or exhibits, the terms and provisions of this Agreement shall take precedence.

31. The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of this Agreement, or of any or all of its right, title or interest therein, without prior written consent of the County.

32. This Agreement shall not be amended except by written amendment executed by persons duly authorized to bind the Contractor and the County.

33. All remedies available to the County under these Contract Documents
are cumulative and no remedy hereunder shall be exclusive of any other remedy available to the County at law or in equity.

34. The sections, paragraphs, sentences, clauses and phrases of this Agreement are severable, and if any phrase, clause, sentence, paragraph or section of this Agreement shall be declared invalid by a valid judgment or decree of a court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Agreement.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE AFFIXED THEIR SIGNATURES.

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

SIGNED: __________________________
PRINTED NAME: RICHARD D. WARREN, JR.
PRINTED TITLE: PURCHASING AGENT
DATE: 8/7/12

STRATUS TECHNOLOGIES

SIGNED: __________________________
PRINTED NAME: __________________________
PRINTED TITLE: VP, Sales Operations
DATE: 8/21/12
<table>
<thead>
<tr>
<th>Marketing ID</th>
<th>Description</th>
<th>Qty</th>
<th>Unit List</th>
<th>Disc %</th>
<th>Unit Disc Price</th>
<th>Net Total</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Configured System</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>P4500-2S-C</td>
<td>fitServer 4500 Rack mountable, 2-way, DMR, two 2.0 GHz quad-core processors</td>
<td>1</td>
<td></td>
<td></td>
<td>5,699.00</td>
<td>5,699.00</td>
</tr>
<tr>
<td>S0799EE2</td>
<td>Windows Server 2008 R2 Multilingual Enterprise Edition R2, 25 CAL</td>
<td>1</td>
<td></td>
<td></td>
<td>3,999.00</td>
<td>3,999.00</td>
</tr>
<tr>
<td>AUL-WB-S0796</td>
<td>Automated Uptime Layer for Windows-based Class B fitServer Systems, Release 7.0.1</td>
<td>1</td>
<td></td>
<td></td>
<td>18,699.00</td>
<td>18,699.00</td>
</tr>
<tr>
<td>M246</td>
<td>4GB DDR3-1333 Dual-rank DIMM</td>
<td>4</td>
<td></td>
<td></td>
<td>275.00</td>
<td>1,100.00</td>
</tr>
<tr>
<td>AS391</td>
<td>Disk Drive Blank for fitServer 2600, 4500, 6300 family</td>
<td>10</td>
<td></td>
<td></td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>D342D</td>
<td>146 GB 15K RPM SAS 2.5-inch disk drive</td>
<td>2</td>
<td></td>
<td></td>
<td>399.00</td>
<td>798.00</td>
</tr>
<tr>
<td>D344</td>
<td>1TB 2.5-inch 7.2K SAS disk drive</td>
<td>4</td>
<td></td>
<td></td>
<td>459.00</td>
<td>1,836.00</td>
</tr>
<tr>
<td>U106</td>
<td>SAS 8-Port Host Bus Adapter for Tape Back-up Devices</td>
<td>1</td>
<td></td>
<td></td>
<td>699.00</td>
<td>699.00</td>
</tr>
<tr>
<td>B50154F</td>
<td>IEC-C19 to IEC-309 16/20A 15' (Price included in base model)</td>
<td>2</td>
<td></td>
<td></td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>B50502F</td>
<td>2.0 meter jumper cord pair (Price included in base model)</td>
<td>1</td>
<td></td>
<td></td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>AAP87600F</td>
<td>Pair of fitServer universal rack 1U Power Distribution Unit (200 240 VAC) (RoHS compliant)</td>
<td>1</td>
<td></td>
<td></td>
<td>678.00</td>
<td>678.00</td>
</tr>
<tr>
<td>R531F</td>
<td>Stratus Technologies fitServer Hardware Warranty Agreement (Price included in base model)</td>
<td>1</td>
<td></td>
<td></td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>R657</td>
<td>Stratus fitServer 2600, 4500 63x0 Systems: Hardware Installation Guide</td>
<td>1</td>
<td></td>
<td></td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>R658</td>
<td>Stratus fitServer 2600, 4500, and 63x0 Systems: Read Me First: Unpacking Guide</td>
<td>1</td>
<td></td>
<td></td>
<td>0.00</td>
<td>0.00</td>
</tr>
</tbody>
</table>

**Total Product Price:** $33,568.00

**One-Time Services Fees**

**Installation**

| CSIN0135 | fitServer 4500 Jumpstart System Installation Windows (M-F, local business hours, within Stratus service radius.) | 1   |           |        | 3,795.00        | 3,795.00  |

**EDUCATION WBT**

| EDU5016W | fitServer 2600/4500/63XX for Windows (ftSSS 7.0) Getting Started Education Package (Available only at time of system purchase) | 1   |           |        | 899.00          | 899.00    |

**Total One-Time Services Price:** $4,694.00

**Grand Total Selling Price:** $38,202.00
The undersigned, an authorized agent of the Contractor and on behalf of Stratus Technologies (Contractor) hereby agree that the Contractor will hold County provided information, documents, data, images, records and the like (hereafter “information”) confidential and secure and to protect it against loss, misuse, alteration, destruction or disclosure. This includes but is not limited to the information of the County, its employees, contractors, residents, clients, patients, taxpayers and property as well as information that the County shares with Contractor for testing, support, conversion or other services provided under this Standard Form Agreement (the “Project” or “County Agreement” as applicable) or which may be accessed through other County owned or controlled databases (all of the above collectively referred to herein as “information” or “County information”).

In addition to the DATA SECURITY obligations set in the County Agreement, the Contractor agrees that it will maintain the privacy and security of the County information, control and limit internal access and authorization for access to such information and not divulge or allow or facilitate access to County information for any purpose or by anyone unless expressly authorized. This includes but is not limited to information that in any manner describes, locates or indexes anything about an individual including, but not limited to, his/her (hereinafter “his”) Personal Health Information, treatment, disability, services eligibility, services provided, investigations, real or personal property holdings, and his education, financial transactions, medical history, ancestry, religion, political ideology, criminal or employment record, social security number, tax status or payments, date of birth, address, phone number or that affords a basis of inferring personal characteristics, such as finger and voice prints, photographs, or things done by or to such individual, and the record of his presence, registration, or membership in an organization or activity, or admission to an institution (also collectively referred to herein as “information” or “County information”).

Contractor also agree that it will not directly or indirectly use or facilitate the use or dissemination of information (whether intentionally or by inadvertence, negligence or omission verbally, electronically, through paper transmission or otherwise) for any purpose other than that directly associated with its work under the Project. Contractor acknowledges that any unauthorized use, dissemination or disclosure of information is prohibited and may also constitute a violation of Virginia or federal laws, subjecting it or its employees to civil and/or criminal penalties.

The Contractor agrees that it will not divulge or otherwise facilitate the disclosure, dissemination or access to or by any unauthorized person, for any purpose, of any information obtained directly, or indirectly, as a result of its work on the Project. Contractor shall coordinate closely with the County Project Officer to ensure that its authorization to its employees or approved subcontractors is appropriate, tightly controlled and that such person/s also maintain
the security and privacy of information and the integrity of County networked resources.

Contractor agrees to take strict security measures to ensure that information is kept secure, properly stored, that if stored that it is encrypted as appropriate, stored in accordance with industry best practices and otherwise protected from retrieval or access by unauthorized persons or unauthorized purpose. Any device or media on which information is stored, even temporarily, will have strict security and access control. Any information that is accessible will not leave the Contractor’s work site or the County’s physical facility, if working onsite, without written authorization of the County Project Officer. If remote access or other media storage is authorized, Contractor is responsible for the security of such storage device (or paper files.

Contractor will ensure that any laptops, PDAs, netbooks, tablets, thumb drives or other media storage devices, as approved by the County, and connected to the County network are secure and free of all computer viruses, or running the latest version of an industry standard virus protection program. Contractor will ensure that all passwords used by its employees or subcontractors are robust, protected and not shared. No information may be downloaded expect as agreed to by the parties and then only onto a County approved device. Downloading onto a personally owned device is prohibited. Contractor agrees that it will notify the County Project Officer immediately upon discovery, becoming aware or suspicious of any unauthorized disclosure of information, security breach, hacking or other breach of this Agreement, the County Contract, County policy, Contractor’s security policies, or any other breach of Project protocols. The Contractor will fully cooperate with the County to regain possession of any information and to prevent its further disclosure, use or dissemination. The Contractor also agrees, if requested, to promptly notify others of a suspected or actual breach.

Contractor agrees that all duties and obligations enumerated in this agreement also extend to its employees, agents or subcontractors who are given access to County information. Breach of any of the above conditions by Contractor’s employees, agents or subcontractors shall be treated as a breach by Contractor. Contractor agrees that it shall take all reasonable measures to ensure its employees, agents and subcontractors are aware of and abide by the terms and conditions of this Agreement and related data security provisions in the County Agreement.

It is the intent of this NonDisclosure and Data Security Agreement to ensure that the Contractor has the highest level of administrative safeguards, disaster recovery and best practices are in place to ensure confidentiality, protection, privacy and security of County information and County networked resources and to ensure compliance with all applicable local, state and federal law or regulatory requirements. Therefore, to the extent that this NonDisclosure and Data Security Agreement conflicts with the County Agreement or with any applicable local, state, or federal law, regulation or provision, the more stringent County Contract requirement, law, regulation or provision shall control.
At the conclusion of the Project, Contractor agrees to return all County information to the County Project Officer. These obligations remain in full force and effect throughout the Project and shall survive any termination of the County Agreement.

Authorized Signature: ____________________________________________

Printed Name and Title: __________________________________________

Date: __________________________
STANDARD FORM AGREEMENT

EXHIBIT C

STRATUS TECHNOLOGIES END USER PURCHASE AND LICENSE TERMS AND CONDITIONS

1. **Delivery, Title and Risk of Loss.** Delivery of all Products will be made to you and all title to hardware and all risk of loss for and damage to the Products shall pass to you upon receipt of shipment.

2. **Prices and Payment.** Refer to Standard Form Agreement Paragraph Number 5 for Prices and Payment. If Stratus has agreed to credit terms with you, payment of all amounts is due within thirty (30) days of the date of the relevant invoice;

3. **Acceptance.** Products furnished hereunder shall be deemed accepted by you upon receipt of the shipment by you, unless you reject the Products for failure to conform in all material respects to the applicable Stratus Product specifications ("Defective Products"), and you notify Stratus in writing of your rejection within ten (10) days of receipt of the Defective Products. Stratus’ sole obligation and liability for Defective Products shall be, at its expense and at its sole option, to repair or replace any such Defective Products or accept the return of the Defective Products and refund you the applicable purchase price and/or license fee.

4. **Software License and Limited Software Warranty Terms.** Software programs, related media, materials and documentation, are licensed to you under the applicable end-user license agreement(s) ("EULA") accompanying the Software when shipped. The EULAs also set forth the exclusive warranties and warranty terms for such Software.

5. **Infringement Indemnity.**

5.1. Except with respect to software products licensed under any version of the GNU General Public License Agreement or any other open-source license agreement, Stratus will defend any claim brought against you by an unaffiliated third party alleging that a Stratus labeled Product ("Product") infringe a U.S. patent or U.S. registered copyright and shall indemnify you against all damages and costs finally awarded against you by a court of competent jurisdiction or any expenses incurred by you in settlement of the claims, provided that you give Stratus (i) prompt written notification of the claim; and (ii) full authority, information and assistance for the defense and/or settlement of such claim; and (iii) sole control of the defense and/or settlement of the claims.

5.2. If a claim has occurred, or in Stratus' opinion is likely to occur, you agree to permit Stratus, at its sole discretion and expense, to procure for you the right to continue using the Products, or to replace or modify the Products so that they are, in Stratus’ reasonable opinion, non-infringing. If, in Stratus’ sole judgment, none of the foregoing alternatives is commercially practicable, Stratus may remove the allegedly infringing Products, terminate any applicable software product licenses, and refund to you the purchase price and/or license fees as depreciated or amortized by an equal annual amount over the lifetime of the returned Products taking into account generally accepted accounting practices. The remedies outlined in this Section 5.2 are in addition and not in lieu to the remedies set forth in Section 5.1.

5.3. Stratus’ obligations and liability to defend and indemnify you shall not apply to any claims of infringement based on or arising out of (1) the operation or use of Microsoft, Linux, open source, or any other third party products, equipment or devices operating alone or in combination with the Products, or (2) the alteration or modification of any Products, or (3) use other than in accordance with the Product’s documentation, or (4) the continued use of the Products after Stratus
has directed you to cease such use of the Products. TO THE FULL EXTENT PERMITTED BY LAW, THIS SECTION STATES THE ENTIRE LIABILITY OF STRATUS AND THE LICENSORS AND YOUR SOLE REMEDY WITH RESPECT TO ANY CLAIM OF INFRINGEMENT.

6. **Limited Hardware Warranty.**

6.1. Hardware Products are provided to you under the Limited Hardware Warranty accompanying those Products when shipped. You may obtain copies of the then-current Warranty and other warranty information by contacting your local Stratus sales office, your local authorized Stratus service representative, by referring to the Stratus Web Site at www.stratus.com or by writing to the following address: Stratus Technologies, Inc., 111 Powderrm Road, Maynard, MA 01754.

6.2. Customer services will be provided in a good and workman like manner.

6.3. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER REPRESENTATIONS, WARRANTIES, TERMS AND/OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, SUITABLE QUALITY OR CONDITION AND FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION OR THAT ALL PRODUCT ERRORS OR DEFECTS WILL BE CORRECTED.

7. **LIMITATION OF LIABILITY.**

7.1. IN NO EVENT SHALL STRATUS BE LIABLE FOR ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOSSES (INCLUDING WITHOUT LIMITATION LOSS OF USE, DATA, PROFIT OR BUSINESS), WHATEVER THE BASIS OF THE CLAIM OR ACTION (SUCH AS BUT NOT LIMITED TO BREACH OF WARRANTY, CONDITION, CONTRACT, OR TORT, INCLUDING WITHOUT LIMITATION STRICT LIABILITY AND NEGLIGENCE OR OTHER LEGAL THEORY) EVEN IF IT WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES WERE REASONABLY FORESEEABLE.

7.2. TO THE MAXIMUM EXTENT PERMITTED BY LAW, STRATUS’ LIABILITY FOR DAMAGES OR LOSSES FOR ANY CAUSE WHATSOEVER, EXCEPT INTELLIGENCE PROPERTY INFRINGEMENT, AND REGARDLESS OF THE BASIS OF THE CLAIM OR ACTION WILL BE LIMITED TO THE AMOUNT YOU ACTUALLY PAID FOR THE SPECIFIC PRODUCT OR CUSTOMER SERVICE OFFERING THAT CAUSED THE DAMAGES OR LOSSES.

8. **Import and Export.** The Products are of U.S. origin and are subject to U.S. import and export control laws and regulations, including end-user, end-use and destination restrictions issued by the U.S. and other governments ("Import and Export Controls"). You agree that you will not import, export, directly or indirectly, re-export, divert, or transfer Products or any materials, items or technology relating to Stratus or the Licensors or related technical data or any direct product thereof to any destination, company or person restricted or prohibited by the Import and Export Controls.

8.1. The waiver or failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further right hereunder. The invalidity or unenforceability of any provisions set forth herein shall not affect the validity or enforceability of any other provision, the remaining provisions being deemed to continue in full force and effect. Neither party will be responsible for any failure to perform its obligations hereunder due to any cause(s) beyond its reasonable control, including without limitation acts of God, war, riot, embargoes, and acts of civil or military authorities, fire, flood or accidents.

8.2. If you purchased the Products, Services or both in the United States, then these provisions shall be construed and enforced in
accordance with the laws of the Commonwealth of Virginia without giving effect to its choice of law principles. Otherwise, these provisions shall be construed and enforced in accordance with the laws of the country of the Stratus office from which you purchased the Products or Services. The United Nations Convention on the International Sale of Goods shall not apply to the purchase of Products. Stratus and its Affiliates and Licensors will be entitled to all legal and equitable remedies to protect its and their intellectual property and proprietary rights and Confidential Information, including, without limitation, the right to seek and obtain injunctive relief and enforce the same against you.
STANDARD FORM AGREEMENT

EXHIBIT D

STRATUS TECHNOLOGIES SERVICE TERMS AND CONDITIONS

FOR ftServer™ PRODUCTS RUNNING THE WINDOWS OPERATING SYSTEM

Stratus will provide the maintenance services described below for the Service Option and the ftServer Products listed in your order. Stratus’ obligation to provide these Services is contingent upon your prompt payment of Stratus’ invoices and your compliance with your other obligations as listed below.

1. Definitions:

1.1. “Covered System” means the ftServer System(s) listed in your order and our service invoice.

1.2. “Customer Assistance Center” or “CAC” means the Stratus resources through which we deliver support and services.

1.3. “Customer Replaceable Units” or “CRUs” mean all parts and subassemblies of a Covered System that are not identified as Field Replaceable Units. Unless otherwise noted, you must remove and replace all CRUs.

1.4. “Field Replaceable Units” or “FRUs” mean parts or subassemblies that must be removed and replaced only by an authorized Stratus service representative. A listing of FRUs can also be found on the Stratus Website at http://www.stratus.com/go/services/ipb.

1.5. “Service(s)” means all activities described in this document that correspond to the applicable Service Option you selected for your Covered System.

1.6. “Service Option” refers to the packaged Service offerings that you may purchase from Stratus for your ftServer Systems. Descriptions of Stratus’ current Service Options are available on the Stratus Website at http://www.stratus.com/services.

1.7. Stratus “Active Service Network” or “ASN” is a secure worldwide network linking your Covered System with our CAC and/or the CAC’s of our authorized vendors.

2. Eligibility: Systems placed under Service within 90 days from initial System shipment date are automatically eligible for coverage under this Agreement. Systems placed under Service after this 90 day period must first be inspected and certified by Stratus or its authorized service representative as service ready. Such an inspection and certification will be at your expense based on Stratus’ then prevailing rates. Any work required to bring the System up to a service ready condition will also be at your expense.

3. Your Responsibilities: You agree to do all of the following:

3.1. For each Covered System or installation site, if applicable, assign and maintain a technically skilled employee or agent as your primary contact with Stratus.

3.2. Provide the names and phones numbers of up to four (4) individuals who are authorized to submit calls under this Agreement.

3.3. Maintain the Covered System(s) in a manner consistent with all applicable product specifications provided by Stratus or the manufacturer.

3.4. Provide Stratus, at no charge, use of suitable telecommunications equipment to establish data communications over the ASN.
3.5. Execute diagnostic routines and provide the results to Stratus.
3.6. Access and make appropriate use of Stratus’ Internet home page for technical support information.
3.7. Notify Stratus of any configuration changes to the original Covered System configuration.
3.8. Where appropriate, use the Stratus provided hardened drivers.
3.9. Replace CRUs under the remote direction of the Stratus CAC, Customer Engineer or Stratus Authorized Service Representative.
3.10. Perform housekeeping services, such as, cleaning, replacing expendable parts (e.g.: batteries, printer ribbons), performing regular operating checks and providing necessary supplies pertaining to these services.
3.11. Ensure that all data on the Covered System(s) is adequately duplicated or protected. Stratus is not responsible for loss of any data or the cost of reconstructing data lost or damaged during the performance of Services.
3.12. Ensure that (1) all software installed on the Covered System(s) is properly licensed for use; (2) all non-supported hardware and software products are compatible with the Stratus-supported hardware and software; and (3) all Covered System(s) are adequately protected against computer viruses.
3.13. Install all Software product updates and upgrades as made available.

4. Payment: You agree to pay all amounts within thirty (30) days of your receipt of Stratus’ invoice. You agree to pay Stratus, on demand, interest at the rate of one percent (1%) per month on all overdue amounts together with any collection and attorney’s fees and expenses Stratus incurs in the collection of such overdue amounts. Prepaid service fees are non-refundable in the event of any termination of this Agreement unless due to Stratus’ uncured material breach. At any time, during a service term, if the Operating System of a Covered System is upgraded to a new release, you may be charged additional Service Fees in which Stratus may incur by a third party.

5. Remote System Support and Monitoring of Covered Systems is provided on a 7x24 basis through the ASM and the Stratus CAC and includes one or more of the following:
5.1. Automatic hardware problem notification. The Covered System will automatically generate a call to Stratus CAC notifying us of a hardware failure;
5.2. Automatic parts replacement: Stratus’ CAC will disburse a part replacement based on the Covered System’s automatically generated calls;
5.3. An initial telephone call back by Stratus’ CAC following receipt of an automatically generated call. Call backs will be made during our business hours and within the applicable time period for your Service Option as set forth in the table below;
5.4. Access to Software downloads, uploads and on-line diagnostic routines; and
5.5. Auto notification initiated by the Covered System relating to software installations and system reboots.

6. Software and Active Service Manager (ASM) Support: Software updates and patches as well as information and assistance related to product features, configuration, setup, administration, and problem diagnosis for your Covered System may be obtained via telephone or internet access to the CAC during the coverage hours for your Service Option(s) as listed in the table below.
7. **Hardware Remedial Services:** Depending upon the Service Option(s) purchased, Stratus will provide one or more of the following:

7.1. **Advanced Parts Exchange:** We will use commercially reasonable efforts to provide same business day, pre-paid shipment of a replacement part for an automatic or telephone call-in parts request that is received before 5:00 P.M local Stratus time. Restrictions may apply in certain countries. Replacement part shipments will include shipping material and a pre-paid freight bill for return of the defective part. You must return the defective part to us within 14 calendar days from the date of the parts request, otherwise you will be billed and must pay us the Stratus list price for the replacement part(s) shipped. Stratus assumes all risk of loss or damage to parts that are in transit to and, provided you properly packed them for transportation, from your location.

7.2. **Co-active Support for CRUs:** Parts designated as CRUs will not be repaired on-site. You must remove and install CRUs under the remote direction of the Stratus CAC, or our Customer Engineer or Authorized Service Representative. A listing of CRUs for your Covered System can be found on the Stratus Website at [http://www.stratus.com/go/services/ipb](http://www.stratus.com/go/services/ipb).

7.3. **On-Site Hardware Services:** Stratus will provide on-site hardware support only under the following circumstances:

7.3.1. **FRU Replacement:** We will replace defective FRUs on-site on a schedule basis during local business hours.

7.3.2. **Same Day Emergency On-Site Services:** We will provide same day emergency on-site service if the Covered System experiences a Critical problem and cannot be restored to operational status through remote support means. A critical problem is defined as a problem that causes your System to be completely unavailable to users.

7.3.3. **Next Business Day On-Site Services:** We will provide next business day on-site service if the Covered System experiences a Serious problem and cannot be restored to operational status through remote service means. A serious problem is defined as a problem that substantially impairs System operation.

7.3.4. Our obligation to provide On-Site Hardware Services is subject to the following conditions:

7.3.4.1. While we are on-site, you must provide us with all reasonable assistance and cooperation and must allow us to work without interruption or interference.

7.3.4.2. Subject to our reasonable judgment, on-site Services will be provided until such time as the Covered System is operational or as long as reasonable progress is being made.

7.3.4.3. Work may be temporarily suspended if additional parts or resources are required.

7.3.4.4. Any after hours, weekend, holiday and CRU on-site services requested by you will be provided at the then current time and material prevailing rates currently $225.00 per hour.

7.3.4.5. Travel expenses incurred in traveling to and from a Covered System site located more than fifty (50) miles or eighty (80) kilometers from the nearest Stratus service center will be charged to you at the rate of $225.00 per hour and must be paid within thirty (30) days of receipt of Stratus' invoice.

8. **Limitations and Exclusions:** This Agreement is of limited duration and coverage. This Agreement extends only to the original purchaser of the Covered System and only to uses for which the System was designed. Stratus is not obligated to repair any Covered System, subassembly, or component part which has been damaged as a result of:

(i) fire, natural disaster, neglect, misuse, abuse and war or other
events or causes of force majeure, (ii) unauthorized modifications, use of non-Stratus supplied equipment or software, damage resulting from environmental considerations such as electrical power, heat, cold, or humidity outside the published product specifications, or operating the Covered System in an other than the fully redundant mode.

9. **Stratus Property:** Support software, including diagnostic routines, ASN Agents and SNMP Agents, as well as support tools, and documentation ("Property"), which we supply under this Agreement, are and shall at all times remain Stratus' exclusive property. You agree not to make such Property available or disclose the contents thereof to any third parties other than your employees and contractors who are performing services for you and have a need to access such Property in relation to the Systems covered under this Agreement. You agree to take appropriate action, by instruction or agreement with your employees and contractors who are permitted access, to satisfy your obligations under this Agreement. Further, you agree to immediately return all such Property to us upon the expiration or termination of this Agreement.

10. **Limited Warranty.**

10.1. STRATUS WARRANTS THAT THE SERVICES WILL BE PROVIDED IN A GOOD AND WORKMAN LIKE MANNER.

10.2. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER REPRESENTATIONS, WARRANTIES, TERMS AND/OR CONDITIONS, EXPRESS OR IMPLIED. WE DO NOT WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION OF A SYSTEM OR THAT ALL PRODUCT ERRORS OR DEFECTS WILL BE CORRECTED.

11. **Import and Export.** The Products contain components, software and technology that are of U.S. origin and are subject to U.S. Export Administration, international and national import and export control laws and regulations, including end-user, end-use and destination restrictions issued by the U.S. and other governments ("Import and Export Controls"). You agree that you shall not export, import, directly or indirectly, re-export, divert, or transfer Products or any materials, items or technology relating to Stratus or its licensors' business or related technical data or any direct product thereof to any destination, company or person or for any end use that is restricted or prohibited by the Import and Export Controls.

12. **General Terms:**

12.1. Location of Service: We will provide Maintenance Services only at the locations(s) specified upon purchase of a Service Level Offering unless we agree otherwise, in writing.

12.2. Term and Termination: Refer to Standard Form Agreement Paragraph Numbers 4, 8 and 9 for Term and Termination. Assignment: Refer to Standard Form Agreement Paragraph No. 31.
<table>
<thead>
<tr>
<th></th>
<th>Total Assurance</th>
<th>System Assurance</th>
<th>Platform Support</th>
<th>Hardware Support</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Service Response Times</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Critical</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Response</td>
<td>30 minutes</td>
<td>1 hour</td>
<td>2 hours</td>
<td>4 hours</td>
</tr>
<tr>
<td>Efforts - Initial</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Efforts - Remedial</td>
<td>continuous/priority</td>
<td>continuous/priority</td>
<td>continuous/priority</td>
<td>Stratus' discretion*</td>
</tr>
<tr>
<td><strong>Serious</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Response</td>
<td>2 hours</td>
<td>4 hours</td>
<td>6 hours</td>
<td>8 hours</td>
</tr>
<tr>
<td>Efforts - Initial</td>
<td>priority</td>
<td>priority</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Efforts - Remedial</td>
<td>Stratus' discretion*</td>
<td>Stratus' discretion*</td>
<td>Stratus' discretion*</td>
<td>Stratus' discretion*</td>
</tr>
<tr>
<td><strong>Moderate</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Response</td>
<td>4 hours*</td>
<td>8 hours*</td>
<td>24 hours*</td>
<td>48 hours*</td>
</tr>
<tr>
<td>Efforts - Initial</td>
<td>Stratus' discretion*</td>
<td>Stratus' discretion*</td>
<td>Stratus' discretion*</td>
<td>Stratus' discretion*</td>
</tr>
<tr>
<td>Efforts - Remedial</td>
<td>Stratus' discretion*</td>
<td>Stratus' discretion*</td>
<td>Stratus' discretion*</td>
<td>Stratus' discretion*</td>
</tr>
<tr>
<td><strong>Minor</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Response</td>
<td>4 hours*</td>
<td>8 hours*</td>
<td>24 hours*</td>
<td>48 hours*</td>
</tr>
<tr>
<td>Efforts - Initial</td>
<td>Stratus' discretion*</td>
<td>Stratus' discretion*</td>
<td>Stratus' discretion*</td>
<td>Stratus' discretion*</td>
</tr>
<tr>
<td>Efforts - Remedial</td>
<td>Stratus' discretion*</td>
<td>Stratus' discretion*</td>
<td>Stratus' discretion*</td>
<td>Stratus' discretion*</td>
</tr>
</tbody>
</table>

**Proactive System Monitoring**

|                               |                  |                  |                  |                  |
|                               |                  |                  |                  |                  |
| Automatic Parts Replacement   | Yes              | Yes              | Yes              | No               |
| Access to Software downloads  | Yes              | Yes              |                  | No               |
| and on-line diagnostic tools  |                  |                  |                  |                  |
| System report auto            | Yes              | Yes              |                  | No               |
| notification initiated by     |                  |                  |                  |                  |
| system re-boots               |                  |                  |                  |                  |

**Software Support**

|                               |                  |                  |                  |                  |
|                               |                  |                  |                  |                  |
| ftSSS Software Support       | Yes              | Yes              | Yes              | No               |
| ftSSS Software Updates       | Yes              | Yes              |                  | No               |
| ftSSS Software Root          | Yes              | Yes              |                  | No               |
| Cause Determination          |                  |                  |                  |                  |
| Operating System Support     | Yes              | Yes**             |                  | Not Available    |
| Operating System Updates     | Yes              | Yes***            |                  | Not Available    |
| Root Cause Determination     | Yes              | Not Available     |                  | Not Available    |

**Part Repair/Replacement**

<p>| | | | | |
|                               |                  |                  |                  |                  |
|                               |                  |                  |                  |                  |
| Advanced Parts Exchange! -   | Next Business Day| Next Business Day| Next Business Day| Second Business   |
| Delivery                      |                  |                  |                  | Day              |
| On-Site FRU Replacement       | Scheduled*       | Scheduled*       | Scheduled*       | Scheduled*       |
| Services                     |                  |                  |                  |                  |
| Same Day Emergency On-Site    |                  |                  |                  |                  |
| Service for Critical Problems |                  |                  |                  |                  |
| Next Business Day On-Site     | 24 Hours         | 24 Hours         | Not Available    | Not Available    |
| Hours Services for            |                  |                  |                  |                  |</p>
<table>
<thead>
<tr>
<th>Serious Problems!</th>
</tr>
</thead>
<tbody>
<tr>
<td>Uptime Guaranteed</td>
</tr>
</tbody>
</table>

* Available during local business hours only
** Problem determination only.
*** Available Updates/Upgrades only. Does not include new bug fixes.
† Restoration of system to service / restoration of substantially all system functionality
‡ Certain terms and restrictions may apply.
STANDARD FORM AGREEMENT
EXHIBIT E

Stratus Technologies ftServer Products LIMITED HARDWARE WARRANTY

This Limited Hardware Warranty ("Warranty") applies to the Stratus ftServer Products sold with this Warranty Statement only if you are the original purchaser of the Products and purchased them from Stratus or an authorized Stratus distributor or reseller. Stratus warrants that the Hardware Products will be free from defects in material and workmanship under normal use during the applicable Warranty Period described below.

<table>
<thead>
<tr>
<th>Hardware Product</th>
<th>Warranty Period (From date of Stratus Shipment)</th>
</tr>
</thead>
<tbody>
<tr>
<td>*ftServer Systems (Hardware Only)</td>
<td>1 Year</td>
</tr>
<tr>
<td>Add-on Hardware Components</td>
<td>90 Days</td>
</tr>
<tr>
<td>Pass Through Hardware Products</td>
<td>&quot;AS IS&quot; from Stratus; direct Manufacturer’s warranty if transferable</td>
</tr>
<tr>
<td>*processing model and associated components ordered contemporaneously with and factory installed on the processing model</td>
<td></td>
</tr>
</tbody>
</table>

You must notify Stratus of any claimed defect within the applicable Warranty Period.

You must remove and install parts designated as "Customer Replaceable Units" or "CRUs" under the remote direction of Stratus or its Authorized Service Representative. For a list of CRUs, please refer to the Stratus Website at http://www.stratus.com.

Removal and installation of parts designated as Field Replaceable Units or "FRUs" by anyone other than Stratus, its authorized service representative, or by you if you have received FRU removal certification from Stratus, will void this Warranty. For a listing of FRUs, please refer to the Stratus Web Site at http://www.stratus.com. FRU removal and installation services are available from Stratus at its then current rates. FRU removal and installation certification training is available from Stratus in accordance with its then current rates and policies. Stratus will replace defective FRUs on-site, on a schedule basis, during local business hours.

Stratus reserves the right, at its option, to fulfill the Warranty obligations hereunder either directly or through its designee. All parts that are replaced under this Warranty become the property of Stratus, and any replacement part returned to you takes on the Warranty status of the replaced part.

Returned parts and Products may be inspected and tested and, if it is determined that the returned part or Product is not defective, you may be charged a restocking fee and billed for any freight charges.

This Warranty does not apply to any part the serial number of which has been altered or removed or any part that has been damaged or rendered defective as a result of: (1) its use with equipment or software not furnished by Stratus, or (2) the use of parts not manufactured or sold by Stratus or its authorized representatives, or (3) modification or alteration without Stratus’ prior written approval, or (4) accident,
neglect, misuse, abuse or other external cause, or (5) exposure to conditions outside the range of environmental, power and operating specifications stated in the user documentation that shipped with the Product.

**Types of Warranty Support**

**For Customers Located Within a Tier 1 Country:**

Tier 1 Countries include Australia, Austria, Belgium, Canada, the Caribbean, Denmark, Finland, France, Germany, Greece, Hong Kong, Ireland, Italy, Japan, Luxembourg, Mexico, the Netherlands, Norway, Portugal, Singapore, South Africa, Spain, Sweden, Switzerland, UK and USA.

If you are located in a Tier 1 Country, Stratus will use commercially reasonable efforts to provide same business day shipment of a replacement part for Hardware defect calls generated through the Stratus Service Network (the “SSN”) or via Stratus’ eCAC or by telephone, provided the call is received and confirmed prior to 5:00 P.M. local time. Replacements parts will be shipped to your original installation location pre-paid, and include shipping material and a prepaid freight bill for your use in returning the defective part to Stratus. You must return the defective part(s) to Stratus within fourteen (14) days of your receipt of the replacement part(s). If you fail to return the defective part(s) to Stratus within this fourteen (14) day period, Stratus will bill you and you agree to promptly pay Stratus the list price for the replacement part(s) shipped. These are your exclusive remedies for defective Products.

**For Customers Located Outside of the Tier 1 Countries:**

If you are located outside of the Tier 1 Countries, you must first contact the party from which you purchased that Product for return instructions prior to returning any defective part. You may also obtain return instructions or other Warranty information by contacting your local Stratus sales office, the Stratus Web site at [http://www.stratus.com](http://www.stratus.com) or your local authorized Stratus service representative. Returned parts may be refused if you do not first obtain return instructions or if you fail to follow the return instructions provided to you. You are responsible for all shipping charges for returned parts. Stratus’ sole obligation and your exclusive remedy under this Warranty will be, at Stratus’ option, to repair or replace any parts that are defective and returned by you within the applicable Warranty Period to the location designated by Stratus or the authorized Stratus distributor or reseller from which you purchased the Product. Stratus will use commercially reasonable efforts to ship a repaired or replacement part to you as soon as practicable. These are your exclusive remedies for defective Products.

**Import and Export:**

You acknowledge that the Products are of U.S. origin and are subject to U.S. Export Administration, international and national import and export control laws and regulations, including end-user, end-use and destination restrictions issued by the U.S. and other governments (“Import and Export Controls”). You agree that you shall not export, import, directly or indirectly, re-export, divert, or transfer the Product or any materials, items or technology relating to Stratus’ or
its licensors' business or related technical data or any direct product thereof to any destination, company or person restricted or prohibited by the Import and Export Controls. S065A Stratus Technologies ftServer™ Products

**Governing Law:**

This Warranty is governed by and shall be construed in accordance with the laws of the Commonwealth of Virginia and the United States of America, excluding the conflicts of law principles thereof. The United Nations Convention on the International Sale of Goods shall not apply to this Warranty or the Products.
STANDARD FORM AGREEMENT

EXHIBIT F

STRATUS TECHNOLOGIES ftServer® SOFTWARE END-USER LICENSE AGREEMENT

THIS END-USER LICENSE AGREEMENT ("EULA") CONSTITUTES A LEGAL AGREEMENT BETWEEN THE LICENSEE ("YOU") AND STRATUS TECHNOLOGIES IRELAND LIMITED ("STRATUS") FOR THE STRATUS ftServer® SOFTWARE PRODUCTS, CERTAIN THIRD PARTY SOFTWARE PRODUCTS AND RELATED MEDIA, MATERIALS AND DOCUMENTATION ("PRODUCTS"). BY INSTALLING THE PRODUCT OR RETAINING IT FOR MORE THAN TEN (10) DAYS, YOU AGREE TO BE BOUND BY THIS EULA. IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT USE THE PRODUCTS AND YOU MUST RETURN THE UNUSED PRODUCTS WITHIN TEN (10) CALENDAR DAYS OF RECEIPT FOR A FULL REFUND OF ANY PAID PRODUCT USE FEES. CONTACT YOUR PRODUCTS SUPPLIER OR VENDOR FOR RETURN INSTRUCTIONS. IF YOU RECEIVED THE PRODUCTS DIRECTLY FROM STRATUS, REFER TO THE STRATUS WEB SITE AT "WWW.STRATUS.COM" OR CONTACT YOUR LOCAL STRATUS SALES OFFICE FOR RETURN INSTRUCTIONS. IF STRATUS PROVIDES YOU WITH AN UPDATE TO ANY PRODUCT FURNISHED UNDER THIS EULA, YOU AGREE TO DESTROY THE PREVIOUS VERSION PRODUCT WITHIN A REASONABLE TIME AND USE ONLY THE PRODUCT'S UPDATED VERSION. THE PERSON ENTERING INTO THIS EULA REPRESENTS AND WARRANTS THAT HE IS AUTHORIZED TO ENTER INTO A BINDING AGREEMENT ON BEHALF OF HIS EMPLOYER AS THE LICENSEE.

*This EULA applies to the Stratus Software Products and any third party software programs (such as EMC software products) that are supplied by Stratus or its resellers but that are not packaged with a separate end-user license agreement (the Stratus Software Products and such third party software programs collectively referred to as the "Products").

1 Software License. Except for the limited use right set forth in this Section 1. Stratus and its licensors ("1.licensors") shall own all right, title and interest in and to the Products and any copies of the Products. The Products are licensed, not sold. Any updates, supplements, corrections or bug fixes for the Products will be governed by the terms of this EULA.

1.1 You acknowledge that you have only a non-exclusive, and limited right to use the object code version of the Products on a single ftServer system and the applicable peripheral devices (including without limitation storage equipment) sold to you by Stratus or its authorized distributor or reseller (collectively, the "System") in accordance with this EULA. You may make a single copy of the Products in object code form for archival or backup purposes. You may not remove or obscure any proprietary rights notice, Restricted Rights legend (as defined in section 1.4 below) or other notice (collectively, "Notices") included with the Products. You must include all Notices on all copies of the Products. You may not reverse engineer, decompile or disassemble the Products or attempt to gain access to the source code for the Products, except and only to the extent that it is expressly permitted by applicable law, and, to the extent applicable law permits contractual waiver of such right, you hereby waive your rights to do so.

1.2 Provided you have not breached any of your duties or obligations under this EULA, you may permanently transfer the Products and all rights under this EULA only as part of a one-time sale or transfer of the System on which the Products are installed and only to a transferee who agrees to be bound by all of the terms and conditions set forth in this EULA. Upon such transfer, you agree that you will (1) transfer all of the Products with the System, (2) retain no copies of the Products, and (3) assign all rights and delegate all obligations under this EULA to your transferee. You will not otherwise transfer or assign the Products or this EULA and/or any rights or obligations hereunder without the prior written consent of Stratus.

1.3 Without prejudice to any other rights, Stratus has the right to terminate this EULA and refuse to ship any Products if you fail to pay any relevant license fees or other charges. Your rights under this EULA will automatically terminate if you breach any of your material obligations under this EULA. Upon any termination of this EULA, you will return Stratus or its designee, or if instructed by Stratus to do so, destroy all copies of the Products promptly after such termination.

1.4 The Products include commercial computer software that has been developed entirely at private expense and is regularly used for non-governmental purposes and licensed to the public. All software provided to the U.S. Government is provided with "Restricted Rights" as provided in FAR, 48 CFR 52.227-14 (JUNE 1987) or DFAR 48 CFR 252.227-7013 (OCT 1988), as applicable. All rights not expressly granted are reserved.
2 Confidentiality. You acknowledge that the Products embody trade secrets and proprietary information and materials of Stratus and its Licensors ("Confidential Information"). You agree not to disclose such Confidential Information to any third party. Without limiting the foregoing, you agree to treat the Confidential Information with at least the same degree of care with which you treat your own confidential information of like importance, but in no event will you treat such Confidential Information with less than reasonable care. Notwithstanding the above, you will have no liability with regard to any Confidential Information that (1) was in the public domain at the time it was disclosed or has entered the public domain through no fault of you, (2) was known to you, without restriction, at the time of disclosure, (3) was independently developed by you without any use of or reference to the Confidential Information, or (4) is disclosed pursuant to a valid order or requirement of a court, administrative agency, operation of law, or other governmental body, provided that you promptly furnish to Stratus notice of such requirement or order enabling Stratus and its Licensors to seek a protective order or otherwise prevent or restrict such disclosure.

3 Infringement Indemnity.
3.1 Stratus will defend any claim brought against you alleging that the Products infringe a patent or copyright in your jurisdiction, and will indemnify you against all damages and costs finally awarded against you and any costs expenses incurred by you in settlement of the claims made against you provided that Stratus is notified promptly in writing of the claim and given full authority, information and assistance for the defense and/or settlement of such claim, which defense and/or settlement will be under the sole control of Stratus.

3.2 If a claim has occurred, or in Stratus' opinion is likely to occur, you agree to permit Stratus, at its sole option and expense, to (1) procure for you the right to continue using the Products, or (2) to replace or modify the Products so that they are noninfringing. If in Stratus' sole judgment neither of the foregoing alternatives is commercially practicable, Stratus may terminate this license, remove the Products and refund to you the product use fees as depreciated or amortized by an equal annual amount over the lifetime of the Products taking into account generally accepted accounting practices. However, the remedies set forth in (1) through (3) of this section 3.2 are in addition to, and not in lieu of, Stratus' obligation to defend as set forth in section 3.1.

3.3 Neither Stratus, nor its affiliates, subsidiaries nor the Licensors will have any liability for any claim based upon or arising out of (1) the combination, operation or use of the Products with (a) any Microsoft or other third party software programs, (b) any equipment, devices or software not supplied by Stratus, or (2) the alteration or modification of any Products.

4 Limited Warranty.
4.1 Stratus warrants that the media containing each Product will be free from defects in material and workmanship for thirty (30) days from the date of receipt. Stratus' sole liability and your exclusive remedy for such defective media will be to replace the defective media free of charge. You may obtain information for reporting warranty defects from your Products supplier or vendor or from the Stratus web site at "www.stratus.com".

4.2 Stratus does not represent or warrant that the Products will operate without interruption or will be error free. This warranty does not apply to defects attributable to (1) modification or alteration of the Products made without the prior written approval of Stratus, (2) accident, neglect, misuse or abuse, or (3) exposure to conditions outside the range of the environmental, power and operating specifications provided by Stratus.

6 Import / Export. You acknowledge that the Products are of U.S. origin and are subject to U.S. Export Administration, international and national import and export control laws and regulations, including end-user, end-use and destination restrictions issued by the U.S. and other governments ("Import and Export Controls"). You agree that you will not export, import, directly or indirectly, re-export, divert, or transfer the Product or any materials, items or technology relating to Stratus' or the Licensors' business or related technical data or any direct product thereof to any destination, company or person restricted or prohibited by the Import and Export Controls.

7 General Terms and Conditions.
7.1 The parties will not be responsible for any failure to perform its obligations under this EULA due to circumstances beyond its reasonable control, including without limitation acts of God, war, riot, terrorism, embargoes, acts of civil or military authorities, fire, flood or accidents.

7.2 Sections 1.1, 1.3, 1.4, 2.1, 2.2, 5.6, and 7 will survive any termination of this EULA. Except and only to the extent prohibited by applicable law, this EULA will in all respects, be governed by and construed and enforced in accordance with the laws of the Commonwealth of Virginia and the United States of America, excluding the choice of law principles thereof. The United Nations Convention on the International Sale of Goods will not apply to this EULA.
or the Products. You consent to the jurisdiction and venue of the state and federal courts in and for Arlington County, VA, U.S.A. for the resolution of any dispute arising under or related to this EULA or the Products.
These license terms are an agreement between you and
· the server manufacturer that distributes the software with the server; or
· the software installer that distributes the software with the server.
Please read them. They apply to the software named above, which includes the media on which you received it, if any. Printed paper license terms, which may come with the software, take the place of any on-screen license terms. The terms also apply to any Microsoft
· updates,
· supplements,
· Internet-based services, and
· support services
for this software, unless other terms accompany those items. If so, those terms apply. If you obtain updates or supplements directly from Microsoft, Microsoft, and not the manufacturer or installer, licenses those to you.
By using the software, you accept these terms. If you do not accept them, do not use the software. Instead, contact the manufacturer or installer to determine its return policy for a refund or credit.
As described below, using some features also operates as your consent to the transmission of certain standard computer information for Internet-based services.
If you comply with these license terms, you have the rights below for each software license you acquire.

1. OVERVIEW.
a. Software. The software includes
· server software; and
· additional software that may only be used with the server software directly, or indirectly through other additional software.
b. License Model. The software is licensed based on
· the number of instances of server software that you run;
· the number of devices and users that access instances of server software; and
· the server software functionality accessed.
c. Licensing Terminology.
· Instance. You create an “instance” of software by executing the software’s setup or install procedure. You also create an instance of software by duplicating an existing instance. References to software in this agreement include “instances” of the software.
· Run an Instance. You “run an instance” of software by loading it into memory and executing one or more of its instructions. Once running, an instance is considered to be running (whether or not its instructions continue to execute) until it is removed from memory.
· Operating System Environment. An “operating system environment” is
  (i) all or part of an operating system instance, or all or part of a virtual (or otherwise emulated) operating system instance which enables separate machine identity (primary computer name or similar unique identifier) or separate administrative rights, and
  (ii) instances of applications, if any, configured to run on the operating system instance or parts identified above.
There are two types of operating system environments, physical and virtual. A physical operating system environment is configured to run directly on a physical hardware system. The operating system instance used to run hardware virtualization software (e.g. Microsoft Virtual Server or similar technologies) or to provide hardware virtualization services (e.g. Microsoft virtualization technology or similar technologies) is considered part of the physical operating system environment. A virtual operating system environment is configured to run on a virtual (or otherwise emulated) hardware system.
A physical hardware system can have either or both of the following:
(i) one physical operating system environment, and
(ii) one or more virtual operating system environments.
- Server. A server is a physical hardware system or device capable of running server software. A hardware partition or blade is considered to be a separate physical hardware system.
- Assigning a License. To assign a license means simply to designate that license to onedrive or user.

2. USE RIGHTS.
   a. Assignment of the License to the Server. The software license is permanently assigned to the server with which you acquired the software. If you run the software on a hardware partition, that partition is the server to which the license must be assigned. That server is the licensed server for that particular license. You may assign other software licenses to the same server, but you may not assign the same license to more than one server.
   b. Running Instances of the Server Software.
      i. You may run on the licensed server, at any one time
         - one instance of the server software in one physical operating system environment, and
         - up to four instances of the server software in virtual operating system environments (only one instance per virtual operating system environment). You may run an instance of Standard in place of Enterprise in any of the physical and virtual operating system environments. This agreement applies to your use of Standard in this manner. Neither the manufacturer or installer, nor Microsoft is obligated to supply other editions to you.
      ii. If you run all five permitted instances at the same time, the instance of the server software running in the physical operating system environment may be used only to:
         - run hardware virtualization software
         - provide hardware virtualization services
         - run software to manage and service operating system environments on the licensed server.
      iii. If the licensed server is a fault tolerant server, you may exercise your Enterprise Edition use rights on each of up to four servers that make up the fault tolerant licensed server. The licensed server is "fault tolerant" if
         - it contains redundant or doubly redundant hardware that runs in exact (or near exact) synchronization, and
         - it does not use fail-over clustering.
   Redundant hardware does not need to be synchronized during server software updates (i.e., hotfixes, security patches, service packs, supplements), as long as the instance receiving the update is running for no other purpose.
   c. Running Instances of the Additional Software. You may run or otherwise use any number of instances of additional software listed below in physical or virtual operating system environments on any number of devices. You may use additional software only with the server software directly or indirectly through other additional software.
      - AD Migration Tool
      - FRS Monitoring Tools
      - Remote Desktop Connection Client
      - RSAT Client
      - Server Migration Tool
   d. Creating and Storing Instances on Your Servers or Storage Media. You have the additional rights below for each software license you acquire.
      - You may create any number of instances of the server software and additional software.
      - You may store instances of the server software and additional software on any of your servers or storage media.
      - You may create and store instances of the server software and additional software solely to exercise your right to run instances of the server software under any of your software licenses as described above (e.g., you may not distribute instances to third parties).
   e. Included Microsoft Programs. The software contains other Microsoft programs. These license terms apply to your use of those programs.

3. ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS.
i. You must acquire and assign the appropriate CAL to each device or user that accesses your instances of the server software directly or indirectly. A hardware partition or blade is considered to be a separate device.
   · You do not need CALs for any user or device that accesses your instances of the server software only through the Internet without being authenticated or otherwise individually identified by the server software or through any other means.
   · You do not need CALs for any of your servers licensed to run instances of the server software.
   · You do not need CALs for up to two devices or users to access your instances of the server software only to administer those instances.
   · You do not need CALs for any instance running in a physical operating system environment used solely to
     · run hardware virtualization software
     · provide hardware virtualization services
     · run software to manage and service operating system environments on the licensed server.
   · Your CALs permit access to your instances of earlier versions, but not later versions, of the server software. If you are accessing instances of an earlier version, you may also use CALs corresponding to that version.
   · You may use the Windows Small Business Server (SBS) 2008 CAL Suite or Windows SBS 2008 CAL Suite for Premium Users or Devices instead of Windows Server 2008 CALs to access instances of the server software within an SBS 2008 domain.
   · You may use the Windows Essential Business Server (EBS) 2008 CAL Suite or Windows EBS 2008 CAL Suite for Premium Users or Devices instead of Windows Server 2008 CALs to access instances of the server software within an EBS 2008 domain.
ii. Some server software functionality requires additional CALs, as listed below.
   · Windows Server 2008 Remote Desktop Services: Windows Server 2008 Remote Desktop Services CAL or Terminal Services CAL
iii. Types of CALs. There are two types of CALs: one for devices and one for users. Each device CAL permits one device, used by any user, to access instances of the server software on your licensed servers. Each user CAL permits one user, using any device, to access instances of the server software on your licensed servers. You may use a combination of device and user CALs.
iv. Reassignment of CALs. You may
   · permanently reassign your device CAL from one device to another, or your user CAL from one user to another; or
   · temporarily reassign your device CAL to a loaner device while the first device is out of service, or your user CAL to a temporary worker while the user is absent.
v. Windows Server 2008 Remote Desktop Services. You must acquire a Windows Server 2008 Remote Desktop Services CAL or Windows Server 2008 Terminal Services CAL for each user or device that directly or indirectly accesses the server software to host a graphical user interface (using the Windows Server 2008 Remote Desktop Services functionality or other technology).
vi. Windows Server 2008 Rights Management Services CALs. In addition to needing a Windows Server 2008 CAL, you need a Windows Server 2008 Rights Management Services CAL for each user or device that directly or indirectly accesses the Windows Server 2008 Rights Management Services functionality.
vi. The server software can be used in either “per device or per user” mode or “per server” mode. In “per device or per user” mode, you need a Windows Server 2008 CAL for each device or user that directly or indirectly accesses instances of the server software on your licensed servers. In “per server” mode, you need and must dedicate exclusively to an instance of the server software as many Windows Server 2008 CALs as the greatest number of devices and users that may directly or indirectly access that instance at the same time.
You may change the mode only one time, from “per server” to “per device or per user.” If you do, you will retain the same number Windows Server 2008 CALs.
b. Multiplexing. Hardware or software you use to
   · pool connections,
· reroute information,
· reduce the number of devices or users that directly access or use the software,
· reduce the number of devices or users the software directly manages, (sometimes referred to as "multiplexing" or "pooling"), does not reduce the number of licenses of any type that you need.
c. Font Components. While the software is running, you may use its fonts to display and print content. You may only
· embed fonts in content as permitted by the embedding restrictions in the fonts; and
· temporarily download them to a printer or other output device to print content.
d. Icons, images and sounds. While the software is running, you may use but not share its icons, images, sounds, and media. The sample images, sounds and media provided with the software are for your non-commercial use only.
e. No Separation of Server Software. You may not separate the server software for use in more than one operating system environment under a single license, unless expressly permitted. This applies even if the operating system environments are on the same physical hardware system.
f. Additional Functionality. Microsoft may provide additional functionality for the software. Other license terms and fees may apply.

4. MANDATORY ACTIVATION.
Activation associates the use of the software with a specific device. During activation, the software will send information about the software and the device to Microsoft. This information includes the version, language and product key of the software, the Internet protocol address of the device, and information derived from the hardware configuration of the device. For more information, see http://www.microsoft.com/piracy/mpa.aspx. By using the software, you consent to the transmission of this information. If properly licensed, you have the right to use the version of the software installed during the installation process up to the time permitted for activation. Unless the software is activated, you have no right to use the software after the time permitted for activation. This is to prevent its unlicensed use. You are not permitted to bypass or circumvent activation. If the device is connected to the Internet, the software may automatically connect to Microsoft for activation. You can also activate the software manually by Internet or telephone. If you do so, Internet and telephone service charges may apply. Some changes to your computer components or the software may require you to reactivate the software. The software will remind you to activate it until you do.

5. VALIDATION.
a. If the manufacturer or installer activated the software for you, you may not be asked to activate the software when you first use it. The software will from time to time validate the software, update or require download of the validation feature of the software. Validation verifies that the software has been activated and is properly licensed. Validation also permits you to use certain features of the software or to obtain additional benefits. For more information, see go.microsoft.com/fwlink/?LinkId=39157.
b. During a validation check, the software will send information about the software and the device to Microsoft. This information includes the version and product key of the software, and the Internet protocol address of the device. Microsoft does not use the information to identify or contact you. By using the software, you consent to the transmission of this information. For more information about validation and what is sent during a validation check, see go.microsoft.com/fwlink/?LinkId=69500.
c. If, after a validation check, the software is found not to be properly licensed, the functionality of the software may be affected. For example, you may
· need to reactivate the software, or
· receive reminders to obtain a properly licensed copy of the software, or you may not be able to
· use or continue to use some of the features of the software, or
· obtain certain updates or upgrades from Microsoft.
d. You may only obtain updates or upgrades for the software from Microsoft or authorized sources.
For more information on obtaining updates from authorized sources see go.microsoft.com/fwlink/?LinkId=69502.
6. POTENTIALLY UNWANTED SOFTWARE.
If turned on, Windows Defender will search your computer for “spyware,” “adware” and other potentially unwanted software. If it finds potentially unwanted software, the software will ask you if you want to ignore, disable (quarantine) or remove it. Any potentially unwanted software rated “high” or “severe,” will automatically be removed after scanning unless you change the default setting. Removing or disabling potentially unwanted software may result in:
- other software on your computer ceasing to work, or
- your breaching a license to use other software on your computer.
By using this software, it is possible that you will also remove or disable software that is not potentially unwanted software.

7. INTERNET-BASED SERVICES.
Microsoft provides Internet-based services with the software. It may change or cancel them at any time.
a. Consent for Internet-Based Services. The software features described below and in the Windows Server Privacy Highlights connect to Microsoft or service provider computer systems over the Internet. In some cases, you will not receive a separate notice when they connect. You may switch off these features or not use them. For more information about these features, go to go.microsoft.com/fwlink/?linkid=101128. By using these features, you consent to the transmission of this information. Microsoft does not use the information to identify or contact you. Computer Information. The following features use Internet protocols, which send to the appropriate systems computer information, such as your Internet protocol address, the type of operating system, browser and name and version of the software you are using and the language code of the device where you run the software. Microsoft uses this information to make the Internet-based services available to you.
- Plug and Play and Plug and Play Extensions. You may connect new hardware to your device, either directly or over a network. Your device may not have the drivers needed to communicate with that hardware. If so, the update feature of the software can obtain the correct driver from Microsoft and install it on your device. An administrator can disable this update feature.
- Windows Update Feature. You may connect new hardware to the device where you run the software. Your device may not have the drivers needed to communicate with that hardware. If so, the update feature of the software can obtain the correct driver from Microsoft and run it on your device. You can switch off this update feature.
- Web Content Features. Features in the software can retrieve related content from Microsoft and provide it to you. To provide the content, these features send to Microsoft the type of operating system, name and version of the software you are using, type of browser and language code of the device where you run the software. Examples of these features are clip art, templates, online training, online assistance and Appshelp. You may choose not to use these web content features.
- Digital Certificates. The software uses digital certificates. These digital certificates confirm the identity of Internet users sending X.509 standard encrypted information. They also can be used to digitally sign files and macros, to verify the integrity and origin of the file contents. The software retrieves certificates and updates certificate revocation lists. These security features operate only when you use the Internet.
- Auto Root Update. The Auto Root Update feature updates the list of trusted certificate authorities. You can switch off the Auto Root Update feature.
- Windows Media Digital Rights Management. Content owners use Windows Media digital rights management technology (WM DRM) to protect their intellectual property, including copyrights. This software and third party software use WM DRM to play and copy WM DRM protected content. If the software fails to protect the content, content owners may ask Microsoft to revoke the software’s ability to use WM DRM to play or copy protected content. Revocation does not affect other content. When you download licenses for protected content, you agree that Microsoft may include a revocation list with the licenses. Content owners may require you to upgrade WM DRM to access their content. Microsoft software that includes WM DRM will ask for your consent prior to the upgrade. If you decline an upgrade, you will not be able to access content that requires the upgrade. You may switch off WM DRM features that access the Internet. When these features are off, you can still play content for which you have a valid license.
· Windows Media Player. When you use Windows Media Player, it checks with Microsoft for 
compatible online music services in your region;
· new versions of the player; and
· codecs if your device does not have the correct ones for playing content.
You can switch off this last feature. For more information, go to 
· Malicious Software Removal. During setup, if you select “Get important updates for installation”, the software may check and remove certain malware from your device.
“Malware” is malicious software. If the software runs, it will remove the Malware listed and 
updated at http://www.support.microsoft.com/?kbid=890830. During a Malware check, a report 
will be sent to Microsoft with specific information about Malware detected, errors, and other 
information about your device. This information is used to improve the software and other 
Microsoft products and services. No information included in these reports will be used to identify 
or contact you. You may disable the software’s reporting functionality by following the instructions 
found at http://www.support.microsoft.com/?kbid=890830. For more information, read the 
Windows Malicious Software Removal Tool privacy statement at 
http://go.microsoft.com/fwlink/?LinkId=113995.
· Network Awareness. This feature determines whether a system is connected to a network by 
either passive monitoring of network traffic or active DNS or HTTP queries. The query only 
transfers standard TCP/IP or DNS information for routing purposes. You can switch off the active 
query feature through a registry setting.
· Windows Time Service. This service synchronizes with time.windows.com once a week to 
provide your computer with the correct time. You can turn this feature off or choose your 
preferred time source within the Date and Time Control Panel applet. The connection uses 
standard NTP protocol.
· IPv6 Network Address Translation (NAT) Traversal service (Teredo). This feature helps existing 
home Internet gateway devices transition to IPv6. IPv6 is a next generation Internet protocol. It 
helps enable end-to-end connectivity often needed by peer-to-peer applications.
To do so, each time you start up the software the Teredo client service will attempt to locate a 
public Teredo Internet service. It does so by sending a query over the Internet. This query only 
transfers standard Domain Name Service information to determine if your computer is connected 
to the Internet and can locate a public Teredo service. If you
· use an application that needs IPv6 connectivity or
· configure your firewall to always enable IPv6 connectivity by default standard Internet Protocol 
information will be sent to the Teredo service at Microsoft at regular intervals. No other 
information is sent to Microsoft. You can change this default to use non-Microsoft servers. You 
can also switch off this feature using a command line utility named “netsh”.
· Windows Rights Management Services. The software contains a feature that allows you to 
create content that cannot be printed, copied or sent to others without your permission. For more 
information, go to www.microsoft.com/rms. You may choose not to use this feature.
· Accelerators. When you use click on or move your mouse over an Accelerator, the title and full 
web address or URL of the current webpage, as well as standard computer information, and any 
content you have selected, might be sent to the service provider. If you use an Accelerator 
provided by Microsoft, the information sent is subject to the Microsoft Online Privacy Statement, 
which is available at go.microsoft.com/fwlink/?linkid=31493. If you use an Accelerator provided by 
a third party, use of the information sent will be subject to the third party’s privacy practices.
· Search Suggestions Service. When you type a search query in Internet Explorer by using the 
Instant Search box or by typing a question mark (?) before your search term in the Address bar, 
you will see search suggestions as you type (if supported by your search provider).
Everything you type in the Instant Search box or in the Address bar when preceded by a question 
mark (?) is sent to your search provider as you type it. In addition, when you press 
Enter or click the Search button, all the text that is in the search box or Address bar is sent to the 
search provider. If you use a Microsoft search provider, the information you send is subject to the 
Microsoft Online Privacy Statement, which is available at go.microsoft.com/fwlink/?linkid=31493. 
If you use a third-party search provider, use of the information sent will be subject to the third 
party’s privacy practices. You can turn search suggestions off at any time in Internet Explorer by
using Manage Add-ons under the Tools button. For more information about the search suggestions service, see go.microsoft.com/fwlink/?LinkId=128106.

b. Use of Information. Microsoft may use the computer information, Accelerator information, search suggestions information, and Malware reports to improve our software and services. We may also share it with others, such as hardware and software vendors. They may use the information to improve how their products run with Microsoft software.

c. Misuse of Internet-based Services. You may not use these services in any way that could harm them or impair anyone else’s use of them. You may not use the services to try to gain unauthorized access to any service, data, account or network by any means.

8. DATA STORAGE TECHNOLOGY. The server software includes data storage technology called Windows Internal Database. Components of the server software use this technology to store data.

You may not otherwise use or access this technology under this agreement.

9. MICROSOFT.NET BENCHMARK TESTING.
The software includes one or more components of the .NET Framework (".NET Components"). You may conduct internal benchmark testing of those components. You may disclose the results of any benchmark test of those components, provided that you comply with the conditions set forth at go.microsoft.com/fwlink/?LinkId=66406. Notwithstanding any other agreement you may have with Microsoft, if you disclose such benchmark test results, Microsoft shall have the right to disclose the results of benchmark tests it conducts of your products that compete with the applicable .NET Component, provided it complies with the same conditions set forth at go.microsoft.com/fwlink/?LinkId=66406.

10. SCOPE OF LICENSE.
The software is licensed, not sold. This agreement only gives you some rights to use the software. The manufacturer or installer and Microsoft reserve all other rights. Unless applicable law gives you more rights despite this limitation, you may use the software only as expressly permitted in this agreement. In doing so, you must comply with any technical limitations in the software that only allow you to use it in certain ways. For more information, see the software documentation. You may not

- work around any technical limitations in the software;
- reverse engineer, decompile or disassemble the software, except and only to the extent that applicable law expressly permits, despite this limitation;
- use the software’s files and components within another operating system or application running on another operating system;
- make more copies of the software than specified in this agreement or allowed by applicable law, despite this limitation;
- publish the software for others to copy;
- rent, lease or lend the software; or
- use the software for commercial software hosting services.

Rights to access the software on any device do not give you any right to implement Microsoft patents or other Microsoft intellectual property in software or devices that access that device.

11. ALTERNATIVE VERSIONS.
The software may include more than one version, such as 32-bit and 64-bit. For each instance of the software that you are permitted to create, store and run, you may use either version.

12. BACKUP COPY. You may make one backup copy of the software media. You may use it only to create instances of the software.

13. DOCUMENTATION. Any person that has valid access to your computer or internal network may copy and use the documentation for your internal, reference purposes.

14. NOT FOR RESALE SOFTWARE.
You may not sell software marked as "NFR" or "Not for Resale."
15. ACADEMIC EDITION SOFTWARE.
You must be a “Qualified Educational User” to use software marked as “Academic Edition” or “AE.” If you do not know whether you are a Qualified Educational User, visit www.microsoft.com/education or contact the Microsoft affiliate serving your country.

16. DOWNGRADE.
Instead of creating, storing, and using the software, for each permitted instance you may create, store, and use an earlier version. You must obtain the earlier version separately. This agreement applies to your use of the earlier version. If the earlier version includes different components, any terms for those components in the agreement that comes with the earlier version apply to your use of them. Neither the manufacturer or installer, nor Microsoft is obligated to supply or support earlier versions. At any time, you may replace an earlier version with this version of the software.

17. UPGRADE.
If this software is marked as an upgrade version, you may use it only if you have a license to use the software eligible for upgrade. If you upgrade, this software takes the place of the earlier version, and this agreement takes the place of the agreement for that earlier version. You may not continue to use the earlier version after you upgrade.

18. PROOF OF LICENSE.
If you acquired the software on the server, or on a disc or other media, a genuine Certificate of Authenticity label with a genuine copy of the software identifies licensed software. To be valid this label must be affixed to the server or appear on the manufacturer’s or installer’s software packaging. If you receive the label separately, it is invalid. You should keep the label on the server or packaging to prove that you are licensed to use the software. To identify genuine Microsoft software, see www.howtotell.com.

19. TRANSFER TO A THIRD PARTY.
You may transfer the software only with the licensed server, the Certificate of Authenticity label, this agreement, and CALs, directly to a third party. Before any permitted transfer, the other party must agree that this agreement applies to the transfer and use of the software. You may not retain any instances of the software unless you also retain another license for the software.

20. NOTICE ABOUT THE MPEG-4 VISUAL STANDARD.
This software includes MPEG-4 visual decoding technology. This technology is a format for data compression of video information. MPEG LA, L.L.C. requires this notice:
USE OF THIS PRODUCT IN ANY MANNER THAT COMPLIES WITH THE MPEG 4 VISUAL STANDARD IS PROHIBITED, EXCEPT FOR USE DIRECTLY RELATED TO (A) DATA OR INFORMATION (i) GENERATED BY AND OBTAINED WITHOUT CHARGE FROM A CONSUMER NOT THEREBY ENGAGED IN A BUSINESS ENTERPRISE, AND (ii) FOR PERSONAL USE ONLY; AND (B) OTHER USES SPECIFICALLY AND SEPARATELY LICENSED BY MPEG LA, L.L.C.
If you have questions about the MPEG-4 visual standard, please contact MPEG LA, L.L.C., 250 Steele Street, Suite 300, Denver, Colorado 80206; www.mpegla.com.

21. NOTICE ABOUT THE VC-1 VISUAL STANDARD.
This software may include VC-1 visual decoding technology. MPEG LA, L.L.C. requires this notice:
THIS PRODUCT IS LICENSED UNDER THE VC-1 PATENT PORTFOLIO LICENSES FOR THE PERSONAL AND NON-COMMERCIAL USE OF A CONSUMER TO (A) ENCODE VIDEO IN COMPLIANCE WITH THE VC-1 STANDARD (“VC-1 VIDEO”) OR (B) DECODE VC-1 VIDEO THAT WAS ENCODED BY A CONSUMER ENGAGED IN A PERSONAL AND NON-COMMERCIAL ACTIVITY AND/OR WAS OBTAINED FROM A VIDEO PROVIDER LICENSED TO PROVIDE VC-1 VIDEO. NO LICENSE IS GRANTED OR SHALL BE IMPLIED FOR ANY OTHER USE.
If you have questions about the VC-1 visual standard, please contact MPEG LA, L.L.C., 250 Steele Street, Suite 300, Denver, Colorado 80206; www.mpeglacom.

22. EXPORT RESTRICTIONS.
The software is subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the software. These laws include restrictions on destinations, end users and end use. For additional information, see www.microsoft.com/exporting.

23. SUPPORT SERVICES.
For the software generally, contact the manufacturer or installer for support options. Refer to the support number provided with the software. For updates and supplements obtained directly from Microsoft, Microsoft provides support services for the software as described at www.support.microsoft.com/common/international.aspx.

24. ENTIRE AGREEMENT.
This agreement (including the warranty below), and the terms for supplements, updates, Internet-based services and support services that you use, are the entire agreement for the software and support services.

25. APPLICABLE LAW.
a. United States. If you acquired the software in the United States, Washington state law governs the interpretation of this agreement and applies to claims for breach of it, regardless of conflict of laws principles. The laws of the state where you live govern all other claims, including claims under state consumer protection laws, unfair competition laws, and in tort.
b. Outside the United States. If you acquired the software in any other country, the laws of that country apply.

25. LEGAL EFFECT.
This agreement describes certain legal rights. You may have other rights under the laws of your state or country. You may also have rights with respect to the party from whom you acquired the software. This agreement does not change your rights under the laws of your state or country if the laws of your state or country do not permit it to do so.

26. LIMITATION ON AND EXCLUSION OF DAMAGES.
Except for any refund the manufacturer or installer may provide, you cannot recover any other damages, including consequential, lost profits, special, indirect or incidental damages. This limitation applies to
- anything related to the software, services, content (including code) on third party Internet sites, or third party programs; and
- claims for breach of contract, breach of warranty, guarantee or condition, strict liability, negligence, or other tort to the extent permitted by applicable law.
It also applies even if
- repair, replacement or a refund for the software does not fully compensate you for any losses; or
- the manufacturer or installer, or Microsoft knew or should have known about the possibility of the damages.
Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. They also may not apply to you because your country may not allow the exclusion or limitation of incidental, consequential or other damages.

*******************************************************************************
LIMITED WARRANTY

A. LIMITED WARRANTY.
If you follow the instructions, the software will perform substantially as described in the Microsoft materials that you receive in or with the software.

B. TERM OF WARRANTY; WARRANTY RECIPIENT; LENGTH OF ANY IMPLIED WARRANTIES.

The limited warranty covers the software for 90 days after acquired by the first user. If you receive supplements, updates, or replacement software during those 90 days, they will be covered for the remainder of the warranty or 30 days, whichever is longer. If you transfer the software, the remainder of the warranty will apply to the recipient.
To the extent permitted by law, any implied warranties, guarantees or conditions last only during the term of the limited warranty. Some states do not allow limitations on how long an implied warranty lasts, so these limitations may not apply to you. They also might not apply to you because some countries may not allow limitations on how long an implied warranty, guarantee or condition lasts.

C. EXCLUSIONS FROM WARRANTY.
This warranty does not cover problems caused by your acts (or failures to act), the acts of others, or events beyond the reasonable control of the manufacturer or installer, or Microsoft.

D. REMEDY FOR BREACH OF WARRANTY.
The manufacturer or installer will, at its election, either (i) repair or replace the software at no charge, or (ii) accept return of the product(s) for a refund of the amount paid, if any. The manufacturer or installer may also repair or replace supplements, updates and replacement software or provide a refund of the amount you paid for them, if any. Contact the manufacturer or installer about its policy. These are your only remedies for breach of the limited warranty.

E. CONSUMER RIGHTS NOT AFFECTED.
You may have additional consumer rights under your local laws, which this agreement cannot change.

F. WARRANTY PROCEDURES.
Contact the manufacturer or installer to find out how to obtain warranty service for the software.
For a refund, you must comply with the manufacturer’s or installer’s return policies.

G. NO OTHER WARRANTIES.
The limited warranty is the only direct warranty from the manufacturer or installer, or Microsoft.
The manufacturer, or installer and Microsoft give no other express warranties, guarantees or conditions. Where allowed by your local laws, the manufacturer or installer and Microsoft exclude implied warranties of merchantability, fitness for a particular purpose and non-infringement. If your local laws give you any implied warranties, guarantees or conditions, despite this exclusion, your remedies are described in the Remedy for Breach of Warranty clause above, to the extent permitted by your local laws.

H. LIMITATION ON AND EXCLUSION OF DAMAGES FOR BREACH OF WARRANTY.
The Limitation on and Exclusion of Damages clause above applies to breaches of this limited warranty. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state. You may also have other rights which vary from country to country.
02/13/09 62279v2 OEM EULA Windows Server 2008 R2, Enterprise
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
MARSH USA INC.
99 HIGH STREET
BOSTON, MA 02110

107490-CAS-11-12

INSURED
STRATUS TECHNOLOGIES BERMUDA HOLDINGS LTD.
KATHLEEN THIFFAUT
111 POWDERMILL ROAD
MAYNARD, MA 01754

CONTACT
NAME
PHONE
[FAX]
ADDRESS
[AC, No, Ext]:
[AC, No]:

INSURER(S) AFFORDING COVERAGE

<table>
<thead>
<tr>
<th>NAIC #</th>
<th>INSURER</th>
<th>CALENDAR YEAR</th>
</tr>
</thead>
<tbody>
<tr>
<td>20397</td>
<td>Vigilant Insurance Co</td>
<td>2012</td>
</tr>
<tr>
<td>20281</td>
<td>Federal Insurance Company</td>
<td>2012</td>
</tr>
<tr>
<td>20303</td>
<td>Great Northern Insurance Company</td>
<td>2012</td>
</tr>
<tr>
<td>N/A</td>
<td>N/A</td>
<td></td>
</tr>
</tbody>
</table>

COVERAGES

CREDIT NUMBER: NYC-006445387-01

REVISION NUMBER: 5

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HERIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

<table>
<thead>
<tr>
<th>INSURER</th>
<th>TYPE OF INSURANCE</th>
<th>POLICY NUMBER</th>
<th>POLICY EFF (MM/DD/YYYY)</th>
<th>POLICY EXP (MM/DD/YYYY)</th>
<th>LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>GENERAL LIABILITY</td>
<td>36387903</td>
<td>12/01/2011</td>
<td>12/01/2012</td>
<td>EACH OCCURRENCE $ 1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>DAMAGE TO RENTED PREMISES (EA occurrence) $ 1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>MED EXP (Any one person) $ 10,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>PERSONAL &amp; ADV INJURY $ 1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>GENERAL AGGREGATE $ 2,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>PRODUCTS - COMPL/IOP AGG $ 2,000,000</td>
</tr>
<tr>
<td>B</td>
<td>AUTOMOBILE LIABILITY</td>
<td>73652218</td>
<td>12/01/2011</td>
<td>12/01/2012</td>
<td>COMBINED SINGLE LIMIT $ 1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>BODY INJURY (Per person) $ 1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>BODILY INJURY (Per accident) $ 1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>PROPERTY DAMAGE (Per accident) $ 1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>COMP/POL DED $ 500</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>EACH OCCURRENCE $ 1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>AGGREGATE $ 1,000,000</td>
</tr>
<tr>
<td>C</td>
<td>WORKERS COMPENSA</td>
<td>11652259</td>
<td>12/01/2011</td>
<td>12/01/2012</td>
<td>E.L. EACH ACCIDENT $ 1,000,000</td>
</tr>
<tr>
<td></td>
<td>AND EMPLOYER'S LIABILITY</td>
<td></td>
<td></td>
<td></td>
<td>E.L. DISEASE - EA EMPLOYEE $ 1,000,000</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>E.L. DISEASE - POLICY LIMIT $ 1,000,000</td>
</tr>
</tbody>
</table>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The County Board of Arlington County, Virginia, and its officers, employees and agents are included as additional insured where required by written contract with respect to general liability.

CERTIFICATE HOLDER

Elizabeth B. Dooley, CPP, CPPB
Assistant Purchasing Agent
Arlington County, Virginia
2100 Clarendon Blvd. Suite 500
Arlington, VA 22201

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.
Sarah A. Stevenson

© 1988-2010 ACORD CORPORATION. All rights reserved.
Amendment #1 to the
STANDARD FORM AGREEMENT
Number 209-12
Dated August 7, 2012
between The County Board of Arlington County, Virginia and Stratus Technologies, Inc.

This amendment (Amendment #1) is made as of August 27, 2012 (the effective date of Amendment #1) and amends
Standard Form Agreement Number 209-12 (“Main Agreement”), dated August 7, 2012
And is made by and between The County Board of Arlington County, Virginia (“County”) and Stratus Technologies, Inc.
(“Contractor”)

Whereas the County and the Contractor desire to amend the work called for and the amounts to be paid under the Main
Agreement, the Contractor and the County, in consideration of the premises and other good and valuable consideration
specified in this Agreement, amend the Main Agreement as follows:

1. Paragraph 1 is deleted in its entirety and replaced with the following new Paragraph 1.

   The Contractor agrees to provide the following goods or services:
   Purchase of new or replacement Stratus Fault-Tolerant Servers and maintenance support.

2. Paragraph 4 is deleted in its entirety and replaced with the following new Paragraph 4.

   4. The Contractor shall provide the goods or services designated in Paragraph 1 and any attachments beginning
      on the date of the execution of this agreement by the County, and, unless terminated as provided below, shall
      continue until May 31, 2017.

3. Paragraph 5 is deleted in its entirety and replaced with the following new Paragraph 5.

   5. (a) The County shall pay the Contractor an amount not to exceed $550,000.00 over the term of the
       agreement for the goods and services identified in paragraph 1.

   (b) In addition, for purchase orders issued by the County and accepted by the Contractor following the effective
       date of Amendment 1, the Contractor shall provide goods at list price less a discount equal to thirteen percent
       (13%).

   (c) The County shall not pay the Contractor any other sum under this agreement. Payment to the Contractor
       shall be net thirty (30) days from receipt by the County of a correct invoice from the Contractor. An invoice’s
       correctness will be determined by the Project Officer.

4. A new paragraph 35 is added to the agreement.

   35. During the Contract Term, the Contractor will furnish all of the goods or services described in the Contract
       Documents if so requested by the County. The Contractor understands and agrees that this is a requirements
       contract and the County will have no obligation to the Contractor if no, or fewer, items or services are required
       or requested by the County. Any quantities which are included in the Contract Documents are the present
       expectations of those who are planning for the County for the period of the Contract. The amount is only an
       estimate and the Contractor understands and agrees that the County is under no obligation, unless ordered by
       the County, to the Contractor to buy that amount, or any amount, as a result of having provided this estimate or
       of having had any normal or otherwise measurable requirement in the past. The Contractor further
       understands that the County may require goods and/or services in excess of the estimated annual contract
       amount and that such excess, unless ordered by the County, shall not give rise to any claim for compensation
       other than at the unit prices set forth in this Contract.
5. Exhibit D – Stratus Technologies Service Options Table, replace “Total Assurance” in column two of table with “Maintenance Services”.

THIS AMENDMENT #1 IS AGREED TO BY AUTHORIZED REPRESENTATIVES OF THE PARTIES.

TERMS AND CONDITIONS
The work and payment called for under this Amendment shall be subject to all terms and conditions of the Main Agreement. All terms and conditions of the Main Agreement shall remain in full force and effect for the work covered by this Amendment unless specifically changed by the terms and conditions of this Amendment.

The County Board of Arlington County, Virginia

By: Elizabeth B. Darby
Name: Elizabeth B. Darby
Title: Assistant Purchasing Agent
Date: 11/8/12

for
Richard Warren
Purchasing Agent

Stratus Technologies, Inc.

By: James F. Robichaud
Name: James F. Robichaud
Title: UPSALES OPERATIONS
Date: 10/19/12
Amendment #1 to the
STANDARD FORM AGREEMENT
Number 209-12
Dated August 7, 2012
between The County Board of Arlington County, Virginia and Stratus Technologies, Inc.

This amendment (Amendment #1) is made as of August 27, 2012 (the effective date of Amendment #1) and amends Standard Form Agreement Number 209-12 ("Main Agreement"), dated August 7, 2012 And is made by and between The County Board of Arlington County, Virginia ("County") and Stratus Technologies, Inc. ("Contractor")

Whereas the County and the Contractor desire to amend the work called for and the amounts to be paid under the Main Agreement, the Contractor and the County, in consideration of the premises and other good and valuable consideration specified in this Agreement, amend the Main Agreement as follows:

1. Paragraph 1 is deleted in its entirety and replaced with the following new Paragraph 1.

   The Contractor agrees to provide the following goods or services:
   Purchase of new or replacement Stratus Fault-Tolerant Servers and maintenance support.

2. Paragraph 4 is deleted in its entirety and replaced with the following new Paragraph 4.

   4. The Contractor shall provide the goods or services designated in Paragraph 1 and any attachments beginning on the date of the execution of this agreement by the County, and, unless terminated as provided below, shall continue until May 31, 2017.

3. Paragraph 5 is deleted in its entirety and replaced with the following new Paragraph 5.

   5. (a) The County shall pay the Contractor an amount not to exceed $550,000.00 over the term of the agreement for the goods and services identified in paragraph 1.

   (b) In addition, for purchase orders issued by the County and accepted by the Contractor following the effective date of Amendment 1, the Contractor shall provide goods at list price less a discount equal to thirteen percent (13%).

   (c) The County shall not pay the Contractor any other sum under this agreement. Payment to the Contractor shall be net thirty (30) days from receipt by the County of a correct invoice from the Contractor. An invoice’s correctness will be determined by the Project Officer.

4. A new paragraph 35 is added to the agreement.

   35. During the Contract Term, the Contractor will furnish all of the goods or services described in the Contract Documents if so requested by the County. The Contractor understands and agrees that this is a requirements contract and the County will have no obligation to the Contractor if no, or fewer, items or services are required or requested by the County. Any quantities which are included in the Contract Documents are the present expectations of those who are planning for the County for the period of the Contract. The amount is only an estimate and the Contractor understands and agrees that the County is under no obligation, unless ordered by the County, to the Contractor to buy that amount, or any amount, as a result of having provided this estimate or of having had any normal or otherwise measurable requirement in the past. The Contractor further understands that the County may require goods and/or services in excess of the estimated annual contract amount and that such excess, unless ordered by the County, shall not give rise to any claim for compensation other than at the unit prices set forth in this Contract.
5. Exhibit D – Stratus Technologies Service Options Table, replace “Total Assurance” in column two of table with “Maintenance Services”.

THIS AMENDMENT #1 IS AGREED TO BY AUTHORIZED REPRESENTATIVES OF THE PARTIES.

TERMS AND CONDITIONS
The work and payment called for under this Amendment shall be subject to all terms and conditions of the Main Agreement. All terms and conditions of the Main Agreement shall remain in full force and effect for the work covered by this Amendment unless specifically changed by the terms and conditions of this Amendment.

The County Board of Arlington County, Virginia

By: Elizabeth B. Dooly
Name: Elizabeth B. Dooly
Title: Assistant Purchasing Agent
Date: 11/5/12

for Richard Warren
Purchasing Agent

Stratus Technologies, Inc.

By: James F. Robichaud
Name: James F. Robichaud
Title: VP, Sales Operations
Date: 10/22/12