CORE SECURITY TECHNOLOGIES END USER LICENSE AGREEMENT
TERMS AND CONDITIONS

1.   IMPORTANT NOTICE

PLEASE READ THE TERMS AND CONDITIONS OF THIS LICENSE AGREEMENT (THE "AGREEMENT") CAREFULLY BEFORE PROCEEDING TO USE THE CORE SECURITY TECHNOLOGIES ("CORE") SOFTWARE PROGRAMS AND THE ASSOCIATED DOCUMENTATION (THE "SOFTWARE PROGRAMS").

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Core shall provide Licensee with an authorized written or oral quotation (the "Quotation") setting forth the Software Programs, the Licensee, the license term, the designated number of Machines, the designated Targets and the designated Users. Such Quotation shall incorporate all of the terms and conditions of this Agreement.

3.   LICENSE OF SOFTWARE PROGRAMS

3.1   License Grant

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8. LIMITATION OF LIABILITY

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9. CORE INTELLECTUAL PROPERTY AND MARKS

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10. TERM AND TERMINATION

The initial term of this Agreement shall commence upon delivery of the Software Programs and shall continue for the term set forth in the Quotation, unless terminated as provided herein. LICENSEE SHALL NOT HAVE ANY RIGHT TO TERMINATE THIS AGREEMENT FOR CONVENIENCE. IN THE EVENT OF ANY ATTEMPTED TERMINATION FOR CONVENIENCE BY LICENSEE OR IN THE EVENT OF A TERMINATION OF THIS AGREEMENT BY LICENSEE OTHER THAN FOR CAUSE, LICENSEE SHALL PAY ALL SOFTWARE PROGRAMS LICENSE FEES FOR THE REMAINING TERM OF THE AGREEMENT. Either party may, at its option, terminate this Agreement if the other party breaches any material obligations under this Agreement and such breach is not cured within thirty (30) days after the receipt of written notice of the alleged breach. Licensee shall cease all use of the Software Programs upon the expiration or termination of this Agreement. Any expiration or termination of this Agreement shall not modify any right or obligation of a party hereto which arose prior to such expiration or termination.

11. EXPORT CONTROL

Licensee shall not commit any act which would, directly or indirectly, violate any United States law or other law, regulation, treaty or agreement relating to the export or re-export of the Software Programs.

12. U.S. GOVERNMENT END USERS

If Licensee is a branch or agency of the United States Government, the following provision applies. The Software Programs and documentation are comprised of "commercial computer software" and "commercial computer software

documentation" as such terms are used in 48 C.F.R. 12.212 (SEPT 1995) and are provided to the Government for acquisition by or on behalf of civilian agencies, consistent with the policy set forth in 48 C.F.R. 12.212; or for acquisition by or on behalf of units of the Department of Defense, consistent with the policies set forth in 48 C.F.R. 227.7202-1 (JUN 1995) and 227.7202-3 (JUN 1995).

13. **MAINTENANCE AND SUPPORT SERVICES**

Core shall, during the term set forth in Section 10, subject to the payment of License fees and compliance by Licensee with the terms and conditions of this Agreement provide Licensee with its then current maintenance services and updates to the Software Programs. All such services shall be provided during Core's designated business hours pursuant to Core's then current maintenance and support policies and procedures.

14. **GENERAL**

14.1   Assignment

This Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns. Licensee shall not have the right to assign or otherwise transfer its rights or delegate its duties under this Agreement without the express written consent of Core. Core may, without Licensee's consent, assign this Agreement solely for financing purposes or in the event of a merger, consolidation or the sale of all or substantially all of Core's assets or stock.

14.2   Governing Law

This Agreement shall be governed, construed and interpreted in accordance with the laws of the Commonwealth of Massachusetts, USA, without regard to its choice of law provisions or policies. The United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this Agreement.

14.3   Severability

Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement. The prohibition on or unenforceability of any provision in any jurisdiction shall not affect the validity or enforceability of such provision in any other jurisdiction.

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Supported operating systems:

Certified for installation on the following platforms (on physical hardware or virtualized hardware):

Windows 7 Ultimate SP1 - 32bit or 64bit
Windows 7 Professional SP1 - 32bit or 64bit

Supported for installation on the following platforms (on physical hardware or virtualized hardware):

Windows 10 - 32 or 64 bit
Windows 8.1 - 32 or 64 bit
Windows 8 - 32bit or 64bit
Windows 7 Enterprise SP1 - 32bit or 64bit
Windows Server 2012 R2 SP1
Windows Server 2012 R2
Windows Server 2008 R2 SP1