CORE SECURITY SDI CORPORATION
End-User License Agreement Version: CW_EULA_v15-Sept-17

This End-User License Agreement ("Agreement") is by and between the company, entity or individual ("Customer" and/or "You", "Your", "Yours") who is acquiring the license to use the Software, as defined below, and Core Security SDI Corporation, a Delaware corporation ("Core", "We", "Our(s)" and/or "Us"). ("Customer" and "Core" may be individually referred to as the "Party" and/or collectively referred to as the "Parties").

BEFORE YOU CLICK THE "ACCEPT" BUTTON TO CONSENT TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, CAREFULLY READ ALL THE TERMS AND CONDITIONS. BY CLICKING ON THE "ACCEPT" BUTTON, DOWNLOADING, INSTALLING, COPYING, AND/OR USING THE SOFTWARE YOU ARE CONSENTING, AS AN AUTHORIZED REPRESENTATIVE OF THE CUSTOMER, TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, CLICK THE "CANCEL" BUTTON; DO NOT DOWNLOAD OR USE THIS SOFTWARE. IT IS STRONGLY RECOMMENDED THAT YOU PRINT AND RETAIN A COPY OF THIS AGREEMENT FOR YOUR RECORDS A PRINTABLE VERSION MAY BE LOCATED AT: https://www.coresecurity.com/legal .

1. DEFINITIONS.

"Asset(s)" shall mean collectively IP Addresses, URL Addresses, and/or Devices, with which You may utilize the Software, for the License Term, as further detailed in an applicable Quotation.

"Authorized Contact(s)" shall mean named individual(s) trained in the use of Software as identified by You as having security authorization to contact Our technical support department to report problems and seek assistance in the use of the Software.

"Calendar Day(s)" shall mean the twenty-four (24) hour period commencing upon 12:00 o'clock AM, as reflected by the Gregorian calendar.

"Customer" shall mean the legal entity which is represented by You, which shall include any subsidiary, division, affiliate or legal entity in which You have a fifty (50%) percent or greater equity interest and/or control of a majority of the voting rights.

"Device(s)" shall mean the computer and/or network equipment upon which the Software is embedded and/or installed.

"Documentation" shall mean the applicable installation guides, service descriptions, technical specifications, on-line help files, and user manuals for the Software provided to You by Us.

"Functional Version(s)" means a Software release that changes either the first or second digits of the Software version number (i.e., "x" or "y" in "x,y,z").

"Intelligence Definition(s)" shall mean content delivered *via* a Subscription Service for enhanced updates, and upgrades to the applicable Software.

"IP Address(es)" shall mean a unique string of numbers separated by periods that identifies a computer and/or network equipment enabling such computer and/or network equipment to communicate over a network.

"License Term" shall mean the period of time, as specified in the applicable Quotation, for which You may utilize the Software in accordance with the terms and conditions of this Agreement.

"Maintenance Services" shall mean the maintenance and support services as further described in the section titled "MAINTENANCE & SUBSCRIPTION SERVICES", below, and the Maintenance, Support and Educational Services Schedule (M&S v15-Jan-17), a copy may be viewed at https://www.coresecurity.com/legal.

"Names User Transfer(s)" shall mean a request by You to Our Help Desk, as further defined in the Maintenance, Support and Educational Services Schedule (M&S v15-Jan-17) a copy of which may be viewed at https://www.coresecurity.com/legal, to change the individual person for whom a Seats is allocated

"Node(s)" means any device communicating from Your enterprise network utilizing TCP/IP based communication protocols.

"PDNS Database" shall mean Our proprietary and confidential passive Domain Name System database, which contains but is not limited, to historical activity of Domain Name Systems and Internet Protocol activities.

"Professional Services" shall mean (i) configuration, installation and/or other services performed by Our personnel, agents and/or subcontractors for the benefit of You as further detailed in an applicable Statement of Work(s) and/or Quotation(s); and/or (ii) training services provided by Our personnel, agents and/or subcontractors for the benefit of You as further detailed in the Maintenance, Support and Educational Services Schedule (M&S v15-Jan-17), a copy can be viewed at https://www.coresecurity.com/legal.

"Queries" shall mean a request to retrieve specific data from the PDNS Database by a named user assigned by You to access the PDNS Database.

"Quotation" shall mean order forms, issued to You by Us, which incorporates this Agreement by reference evidencing Your obligation to pay associated Fees, as set forth therein, for Software and Services and that is signed by duly authorized representatives of the Parties hereto.

"Seat(s)" shall mean either (i) individuals with a unique user identification that can utilize or be managed by the Software, including but not limited to those individuals that are designated by You as "Active" or "Inactive" within the Software's profile data store, as further described in the Documentation; or (ii) named users assigned by US to utilize the functionality of the Software. "Services" shall mean the applicable services provided in conjunction with the Software, which shall include, but is not limited to, Subscription Services, Maintenance Services, and/or Professional Services.

"Shipment Date" shall mean the earliest Calendar Day in which We (i) initially ship to You the designated contact keys to the Software *via* electronic mail ("email"); (ii) allow You to access the Software and Documentation *via* a TCP/IP and/or FTP transfer site; or (iii) actually install the Software and provide the Documentation in furtherance of providing Professional Services to You.

"Software" shall mean the software products, developed by Us and/or Our subsidiaries as reflected in the applicable Quotation, including selected modules, Intelligence Definitions, application program interfaces, and connectors; provided, however, Third-Party Software shall not be construed as Software under this Agreement.

"Statement of Work(s)" and/or "SOW(s)" shall mean the document(s), which detail Professional Services to be performed by Us, for the benefit of You in furtherance of this Agreement, which references this Agreement and is signed by duly authorized representatives of the Parties.

"Subscription Services" shall mean the maintenance and support services, as further described in the section titled, "MAINTENANCE & SUBSCRIPTION SERVICES", below, and the Maintenance, Support and Educational Services Schedule (M&S v15-Jan-17), a copy of which may be viewed at https://www.coresecurity.com/legal, with respect to the Intelligence Definitions licensed by You hereunder, commencing and terminating as reflected in the applicable Quotation.

"Third-Party Software" shall mean software products not developed by Us and/or Our subsidiaries that We may distribute to You, with or within the Software. All Third-Party Software shall be governed strictly by such Third-Party's (i) clickwrap agreement, which requires You to "Accept" and/or "Agree" before utilizing and/or installing such software; (ii) the terms and conditions referenced *via* a universal resource locator (URL) indicated on an applicable Quotation; or (iii) terms and conditions contained within a text file (*e.g.* .txt), which accompanies such Third-Party Software.

"URL Address" shall mean a Uniform Resource Locator, which is an address that identifies a particular resource on the Internet, usually consisting of http:// or https:// followed by a domain name.

2. LICENSE GRANT & RESTRICTIONS.

2.1 LICENSE GRANT. In consideration for the payment of the License Fees, as set forth in the applicable Quotation, We hereby grant to You and You accept, a limited nonexclusive, non-transferable license, for the License Term, as reflected in the applicable Quotation(s) to (i) install the Software and/or Third-Party Software on Your computer systems/network equal to the number and type of Seats and/or Assets as indicated in the applicable Quotation(s); (ii) to access the PDNS Database, equal to the number of Seats and Queries indicated on the applicable Quotation, during the License Term (iii) use the Software and/or Third-Party Software in object-code/executable form only for Your internal business needs; (iv) use the Documentation and/or Third-Party Software documentation to support the use of the Software, Services and/or Third-Party Software; and (v) make a commercially reasonable

number of copies of the Software and/or Third-Party Software in object-code/executable form only, for nonproductive backup purposes.

2.1.1 EXTERNAL CONSULTING LICENSE. If in the applicable Quotation, the Software is marked as "External Consulting", then Customer may use such marked Software, in object-code/executable form only, to provide an external consulting service to third-parties; provided, however, that such use shall be subject, at all times, to (i) the Section titled "EXPORT RESTRICTIONS"; and (ii) any additional terms and conditions set forth in the applicable Quotation.

2.2 LICENSE RESTRICTIONS. You specifically agree to limit the use of the Software, Services, Documentation, Third-Party Software and any Third-Party Software documentation to those specifically granted in this Agreement. Without limiting the foregoing, You specifically agree not to (i) attempt to reverse engineer, decompile, disassemble or attempt to derive the source code of the Software or any portion thereof; (ii) modify, port, translate, localize or create derivative works of the Software and/or Third-Party Software; (iii) remove any of Our, or Our vendors, copyright notices and proprietary legends; (iv) attempt to circumvent, disable or defeat the limitations on Your use of the Software which are encoded into the Software, PDNS Database, and/or Third-Party Software; (v) use the Software and/or Third-Party Software (a) to maliciously or negligently cause damage to any third-party's computer, network systems and/or data; (b) to infringe on the intellectual property rights of any third party or any rights of publicity or privacy; (c) to violate any law, statute, ordinance or regulation, including but not limited to the laws and regulations governing privacy and export/import control; (d) to propagate any virus, worms, Trojan horses or other programming routine intended to damage any computer, network system or data; (e) in any application that may involve risks of death, personal injury, severe property damage or environmental damage, or in any life support applications, devices or systems; and/or (f) such that the total number of Seats and/or Assets used is in excess of the total allocated to You as set forth in the applicable Quotation; (vi) file copyright or patent applications that include the Software, Documentation, Third-Party Software and/or Third-Party Software documentation or any portion thereof; (vii) use the Third-Party Software within any other applications or products other than with the Software; and/or (viii) limit the number of Named User Transfers to those set forth on the applicable Quotation.

2.3 APPROPRIATE USE OF SOFTWARE. You hereby expressly warrant, represent and covenant that in utilizing the Software and/or Third-Party, that You (i) are authorized to access such computers and/or network systems and any and all data contained therein; and (ii) will not use the Software for any malicious, illegal or for any purposes other than as expressly set forth and permitted in this Agreement and the applicable Documentation.

2.4 STANDARD NODE COVERAGE. You shall, at all times during the license term of a Our network program, purchase and pay for licenses from Us for a number of Nodes that is no less than two (2x) times the number of Your full-time employees from time to time.

3. MAINTENANCE & SUBSCRIPTION SERVICES.

3.1 MAINTENANCE SERVICES. In consideration for the ongoing payment of the Maintenance and/or Subscription Services Fees, as reflected in the applicable Quotation(s), We shall provide Maintenance Services and/or Subscription Services for the Software. You acknowledge that this Agreement includes a warranty for the Software for a period set forth in the section titled, "SOFTWARE WARRANTY" commencing from the initial Shipment Date of the initial delivery of Software to You. You hereby acknowledge that the initial Maintenance Services and/or Subscription Services period commences upon the initial Shipment Date of the Software; therefore, the Software Warranty Period overlaps with the Maintenance Services and/or Subscription Services period.

3.2 UPGRADES AND/OR UPDATES. So long as You have not lapsed in your payment of the Maintenance Service and/or Subscription Service Fees due hereunder We shall provide to You all upgrades and updates to the Software, at no additional charge. If You have lapsed in the payment of Fees due hereunder You shall be responsible for paying all Maintenance Service and/or Subscription Service Fees associated with such lapsed Maintenance Services and/or Subscription Services from the date that such Maintenance Services and/or Subscription Services were stopped through to the then-current date, in full, prior to recommencement of such Maintenance Service and/or Subscription Service.

3.3 PREVIOUS VERSIONS. It is Your responsibility to obtain and install all upgrades and updates. We shall take commercially reasonable efforts in accordance with then-current industry standards to notify You of all upgrades and updates, subject to opt-in rules of any applicable anti-spam regulations or acts (*e.g.* US CAN-SPAM Act). We reserve the right to withhold support for versions of the Software, which have not had the latest upgrades and updates installed. If You elect not to install the latest upgrades and updates, then We shall only provide Maintenance Service for the previous two (2) Functional Versions of the Software.

3.4 SUBSCRIPTION SERVICES. In exchange for You paying to Us the applicable Subscription Services Fees, You shall have access to utilize the Intelligence Definitions for the applicable Software licensed hereunder, as further described in the Documentation, offered by Us and licensed hereunder as set forth in an applicable Quotation(s).

3.5 AUTHORIZED CONTACTS. For security purposes, You shall provide at all times a minimum of two (2) Authorized Contacts and You shall keep current the phone numbers and email addresses of all such Authorized Contacts You provide to Us. The Authorized Contacts shall be the sole contacts for all communications between You and Our technical support department, until the reported problem(s) is/are resolved.

4. ORDERS, DEVICES, PRICES & PAYMENT.

4.1 ORDERS. You, from time to time, may issue Purchase Orders ("P.Os") for the license of Software and the purchase of Devices and/or Services at the applicable Fees and prices set forth in the Quotation. All orders are subject to approval and acceptance by Us and shall be subject to all of the terms and conditions of this Agreement.

4.2. DEVICES. In the event that You have purchased a Device hereunder, title and risk of loss for such Device shall pass to You upon delivery to the common carrier, F.O.B. Origin, Freight Collect.

4.3 PRICES. The prices for the (i) Software, Third-Party Software, and/or Device(s), including but not limited to the License Fees, and Subscription Services Fees are set forth in the applicable Quotation(s); and (ii) Professional Services Fees are set forth in the applicable Statement of Work(s) and/or Quotation(s) (hereinafter collectively referred to as "Fee(s)"). All Fees are exclusive of all taxes and other charges, including but not limited to, shipping, handling, insurance, sales, use, value-added or other excise tax, however designated or levied, and therefore, are subject to an increase in an amount equal to any tax We may be required to collect or pay (excluding taxes on its income). You acknowledge and agree that all prepaid Fees are non-refundable and no credits shall be made except as provided for in the section titled "WARRANTIES".

4.4 PAYMENT. All invoices shall be due and payable within thirty (30) Calendar Days after invoice date. We may impose late charges on overdue payments at a rate equal to the lesser of one and a half (1.5%) percent per month or the highest rate legally permitted by law, calculated from the date payment was due until the date payment is made and all expenses incurred in collection, including reasonable attorneys' fees. We may decline to make any shipments or provide services, including but not limited to Maintenance Services and/or Subscription Services, if in Our reasonable opinion, circumstances exist, which raise doubt as to Your ability or willingness to pay as provided herein. Upon default by You, We shall have other rights and remedies as may be provided by law. If You have lapsed in the payment of Maintenance Service and/or Subscription Service Fees due hereunder You shall be responsible for paying all Maintenance Service and/or Subscription Service Fees associated with such lapsed Maintenance Services and/or Subscription Services from the date that such Maintenance Services and/or Subscription Services were stopped through to the then-current date, in full, prior to recommencement of such Maintenance Service and/or Subscription Service.

4.5 TAXES. You shall be liable for payment of all local state and federal sales, use, excise, personal property or other similar taxes or duties that are levied upon and related to the performance of obligations or exercise of rights under this Agreement. We may be required to collect and remit taxes from You, unless You provide Us with a valid tax exemption certificate. We will invoice You for all such taxes based on Software and/or Services provided hereunder. In no event will either Party be responsible for any taxes levied against the other Party's net income.

5. INTELLECTUAL PROPERTY AND PROTECTION.

We shall have sole and exclusive ownership of all right, title, and interest in and to the Software, Services, PDNS Database, Documentation and all copies thereof including all derivations, modifications and enhancements thereto, including but not limited to ownership of all intellectual property rights and all *sui generis* database rights. The applicable vendor of Third-Party Software shall have sole and exclusive ownership of all right, title, and interest in such Third-Party Software and all copies thereof including all derivations, modifications and enhancements thereto including but not limited to ownership of all intellectual property rights and all *sui generis* database rights. This Agreement does not provide You with title or ownership of the Software, Services PDNS Database Documentation, Third-Party Software and/or Third-Party Software Documentation, but only a right of limited use.

6. WARRANTIES.

6.1 SOFTWARE WARRANTY. We warrant for a period of ninety (90) Calendar Days from the initial Shipment Date of the Software, ("Software Warranty Period") for Your benefit alone, that (i) the Software will perform substantially and materially in

accordance with such Software's technical specifications included or referred to in the applicable Documentation; (ii) except as specified in the Documentation and to the best of Our knowledge, the Software does not contain any program routine, device, or other undisclosed feature, including, without limitation, malicious logic, worm, Trojan horse, and (iii) the Software and the media on which the Software is delivered to You does not contain or include any codes or programs, which causes, directly or indirectly, any material corruption, deterioration, alteration or other adverse change to the Software or any other software or hardware of Yours ("Software Warranty"). We do not warrant that the Software will be error-free in all circumstances. In the event of any defect or error covered by such Software Warranty, You agree to provide Us with sufficient detail to allow Us to reproduce the defect or error. For any defect or error in the Software covered by such Software Warranty during the Software Warranty period, We will attempt to repair or replace the Software at Our facility by issuing corrected instructions or a workaround. If We are unable to correct such defect or error after a reasonable opportunity, We will refund the License Fees paid for such Software. This Agreement does not convey any rights to the Software's source code to You. Any rights not expressly granted in this Agreement are withheld by Us.

6.2 PROFESSIONAL SERVICES WARRANTY. We warrant that all Professional Services shall be performed in a professional and workmanlike manner, consistent with then-current industry standards ("Professional Services Warranty"). Your exclusive remedy for a breach of the Professional Services Warranty shall be at Our option, either to (i) re-perform such Professional Services and/or training; or (ii) to provide You a refund for the allegedly defective Professional Services. Such remedy shall only be available if You notify Us in writing within ninety (90) Calendar Days of the completion of such Professional Services.

6.3 HARDWARE & MANUFACTURER'S WARRANTY. We warrant for a period of ninety (90) calendar days following the date of a Device's shipment, that such Devices purchased hereunder shall function substantially and materially with its published specifications and that such Devices shall be free from material defects. For Devices, acquired from a third-party on behalf of You by Us, then You agree to look solely to the manufacturer of the hardware for all warranties made by manufacturer regarding all Devices, provided in furtherance of this Agreement. WE MAKE NO REPRESENTATIONS OR WARRANTIES TO YOU WITH RESPECT TO THE DEVICES. WE SHALL HAVE NO LIABILITY TO YOU OF ANY KIND OR NATURE WHATSOEVER, ARISING OUT OF OR IN CONNECTION WITH (I) ANY DEFICIENCY OR DEFECT IN THE DEVICES; AND/OR (II) THE USE OR PERFORMANCE OF THE DEVICES.

6.4 WARRANTY EXCLUSIONS & EXCLUSIVE REMEDY. The warranties stated herein shall not include nor extend to (i) any improper use, operation or neglect of the Software and/or Services; (ii) the unauthorized modification of the Software and/or Services or the merger of the Software (in whole or part) with any other Software or Equipment by You not previously approved by Us; (iii) any material breach by You of Your obligations under this Agreement; and/or (iv) use of the Software or Services for any purpose not set out in the Documentation and/or section titled, "LICENSE GRANT & RESTRICTIONS". All remedies stated in the section titled "WARRANTIES" are Your sole and exclusive remedy and shall be Our entire liability in contract, tort, or otherwise.

7. LIMITATION OF LIABILITY; EXCLUSION OF CONSEQUENTIAL DAMAGES.

7.1 NO FURTHER WARRANTIES. EXCEPT AS SPECIFIED IN THE SECTION TITLED "WARRANTIES" THE SOFTWARE AND THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, WE SHALL HAVE NO FURTHER LIABILITY FOR THE SOFTWARE OR ANY SERVICES PROVIDED IN FURTHERANCE OF THIS AGREEMENT; WE MAKE AND YOU RECEIVE NO WARRANTIES, EXPRESS, IMPLIED, STATUTORY, OR IN ANY OTHER PROVISION OF THIS AGREEMENT OR ANY OTHER COMMUNICATION; AND WE SPECIFICALLY DISCLAIM ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

7.2 EXCLUSION OF CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL WE BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE AND/OR INCIDENTAL DAMAGES, WHATSOEVER, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOSS OF DATA, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE.

7.3 LIMITATION OF LIABILITY. WE SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE UNLESS SUCH LOSS OR DAMAGE IS DIRECTLY ATTRIBUTED TO OUR GROSS NEGLIGENCE AND/OR WILLFUL MISCONDUCT. IF WE ARE FOUND LIABLE, THE AMOUNT OF OUR MAXIMUM LIABILITY FOR ANY AND ALL LOSSES AND/OR DAMAGES (IN CONTRACT, TORT, OR OTHERWISE) SHALL NOT EXCEED THE TOTAL AMOUNT OF ALL LICENSE FEES ACTUALLY PAID TO US FOR THE RELEVANT SOFTWARE WITHIN THE PRIOR SIX (6) MONTHS FROM THE DATE ON WHICH SUCH CLAIM ARISES.

7.4 ESSENTIAL PURPOSE. THE LIMITATION OF LIABILITY AND EXCLUSION OF CERTAIN DAMAGES STATED HEREIN SHALL APPLY REGARDLESS OF THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY. BOTH

PARTIES HEREUNDER SPECIFICALLY ACKNOWLEDGE THAT THESE LIMITATIONS OF LIABILITY ARE REFLECTED IN THE PRICING.

8. CONFIDENTIALITY.

"Confidential Information" means any proprietary, confidential and/or trade secret information of the disclosing Party hereto ("Discloser") and/or others possessed by the Discloser relating to, among other things, the Discloser's products, technology, specifications, manufacturing methods, know-how, business or marketing plans, or business relationships. Confidential Information may be disclosed either in documentary form (including without limitation traditional tangible media such as written documents, photographs and drawings, and intangible media such as diskettes and other magnetic or electronic data), or orally or visually or in other non-documentary form (including without limitation presentations, displays or inspections of writings, designs, drawings, photographs, models, prototypes, samples or facilities).

Confidential Information disclosed in documentary form shall be stamped "Confidential Information" or in some other manner clearly indicating that it is confidential or proprietary. The Discloser must confirm by written notice to the receiving Party hereto ("Receiver") within thirty (30) Calendar Days of disclosure that Confidential Information disclosed orally, visually or in any other non-documentary form is "Confidential Information". Notwithstanding the foregoing, the following shall be considered Confidential Information if disclosed orally or in writing by either Party during discussions concerning the business relationship: (i) all inventions, discoveries, know-how, techniques, devices, ideas, research, software implementation methods, practices, processes, systems, formulae, designs, products, projects, computer programs, improvements and developments, which have not been generally available to the public; (ii) all client or Your lists, trade secrets, or other information pertaining to the financial condition, business affairs or prospects of the Parties including, without limitation, information relative to You, suppliers or other parties with which a Party has a business relationship, samples, sketches, bulletins, correspondence, company forms and records (including financial statements and product specification sheets), information concerning sources of supply, costs of manufacture and sale and applications of equipment, whether or not published or unpublished, confidential or protected or susceptible to protection by patent, trademark, copyright or any other form of legal protection and whether or not any attempt has been made to secure such protection; and/or (iii) all information that a reasonable prudent person would recognize as confidential when provided to Recipient.

Confidential Information shall not include information that (i) was in the public domain when disclosed; (ii) becomes public domain after disclosure, other than as a result of the Receiver's violation of this Agreement; (iii) was in the Receiver's lawful possession when disclosed and was not acquired directly or indirectly from the Discloser; (iv) is shown by written evidence to have been developed by the Receiver independently after disclosure without benefit of the Confidential Information; and/or (v) was received after disclosure from a Third Party who did not require it to be held in confidence and who did not acquire it directly or indirectly from the Discloser.

The Receiver (i) will not disclose Confidential Information, except to its employees or to its agents, representatives, suppliers and/or subcontractors which are bound by a written confidentiality agreement, with terms and conditions substantially similar to those presented in this the section titled "CONFIDENTIALITY"; (ii) will not use Confidential Information except for the purposes contemplated by this Agreement; (iii) will use at least the same degree of care to safeguard Confidential Information that it uses to protect its own confidential and proprietary information, and in any event not less than a reasonable degree of care under the circumstances; and (iv) will make copies of Confidential Information only on an "as-needed" basis for such purpose, all of which shall include any existing markings indicating that they are Confidential Information of the Discloser, or shall have markings supplied by the Receiver.

9. TERMINATION

9.1 TERMINATION FOR CONVENIENCE. You may terminate this Agreement and related licenses at any time by destroying the Software and Documentation, together with all copies in any form, and providing Us with written notice of termination certifying the destruction of such Software and Documentation. If You terminate this Agreement under the section titled "TERMINATION FOR CONVENIENCE", You acknowledge and agree that all prepaid Fees are non-refundable. If a Quotation or SOW hereunder provides for ongoing payments and You terminate prior to the end of the term, *via* this the section titled "TERMINATION FOR CONVENIENCE", then You agree to pay the full amount that would have become due during the Term. Such payment shall be due in full upon termination.

9.2 TERMINATION FOR MATERIAL BREACH. This Agreement and related licenses may be terminated by either Party upon thirty (30) Calendar Days' written notice for a material breach by the other Party, unless such other Party cures the breach within the thirty (30) Calendar Day notification period. You agree upon any termination to destroy the Software, together with all copies in

any form. Termination of this Agreement does not relieve You of any outstanding payments due or any liability arising prior to termination.

10. SUBPOENA.

We are authorized to comply with any subpoena or similar order related to the data in its possession, provided that We notify You promptly upon receipt thereof, unless such notice is prohibited by law. You shall pay Our applicable charges on a time and materials basis at Our then-current rates for such compliance. We will cooperate with Your efforts to quash or limit any subpoena, at Your expense.

11. SELF-CERTIFICATION: SEAT/ASSET/NODE/EXPORT AUDIT.

During the License Term, You will maintain records reasonably required to verify its compliance with this Agreement, including but not limited to Your compliance with the Seat and/or Asset restriction set forth in the section titled "LICENSE RESTRICTIONS". Within seven (7) Calendar Days of receipt of a written request, You shall either (i) generate a report *via* the Software's profile data store and provide a certified copy indicating the number of Seats being utilized; (ii) provide a certified copy of a screen shot of the Asset tab of the Software indicating the number of Assets being utilized; (iii) conduct a webinar to show Us the number of Seats within the Software's profile data store; (iv) conduct a webinar to show Us the number of Assets being utilized by the Software; (v) allow Us to access the Software's remotely; or (vi) provide Us written documentation certifying the then current total number of Your employees. In the event that We determine that You have underpaid any payment due under this Agreement, We shall notify You in writing of this alleged discrepancy. Any undisputed underpayment by You shall be paid to Us (plus interest at the lesser of one and a half (1.5 %) percent per month or the highest rate permitted by law), within thirty (30) Calendar Days of such determination.

12. GENERAL PROVISIONS.

12.1 ENTIRE AGREEMENT; INTEGRATION. This Agreement, the applicable Quotation(s), Statement(s) of Work(s), Exhibit(s) and Attachments referencing this Agreement represent the entire agreement between the Parties on the subject matter hereof and supersede all prior discussions, agreements and understandings of every kind and nature between the Parties. Neither Party, hereto, shall be deemed the drafter of this Agreement. No modification of this Agreement shall be effective unless in writing and signed by both Parties. Any terms and conditions of the Parties' procurement documents shall be deemed ineffective and are hereby rejected by the Parties except for the particular business terms (items ordered, quantities, delivery details, etc.), which shall be given full force and effect as long as they are not inconsistent with or in conflict with this Agreement or the Exhibits, Attachments or Schedules. All additional and conflicting terms and conditions presented with or in any communication, including but not limited to Your purchases order ("P.O."), except with respect to price, quantity and location specified in a P.O., are hereby rejected and shall be deemed null and void.

12.2 NOTICES. All notices under this Agreement shall be in English and shall be in writing and given either *via* (i) registered US airmail, sent return receipt; (ii) a reputable or third-party overnight courier service; or (iii) electronic mail ("email"), sent read receipt/delivery receipt to the email address indicated below. Notice shall be deemed given when received, except in the case of this section's subsection (iii), when a read receipt and a delivery receipt confirmation is provided to the sending Party.

12.3 RELATIONSHIP WITH THIRD PARTIES. This Agreement governs the relationship between Us and You. No customer, end user or other person or entity not a Party to this Agreement shall be considered a third party beneficiary of this Agreement.

12.4 SEVERABILITY & SURVIVAL. The illegality or unenforceability of any provision of this Agreement shall not affect the validity and enforceability of any legal and enforceable provisions hereof. Should any provision of this Agreement be deemed unenforceable by a court of competent jurisdiction then such clause shall be re-construed to provide the maximum protection afforded by law in accordance with the intent of the applicable provision. Any provision of this Agreement which by its nature should survive the termination of this Agreement shall survive, including but not limited to the following sections titled "LICENSE RESTRICTIONS"; "LICENSE GRANT & RESTRICTIONS"; "ORDERS, DEVICES, PRICES & PAYMENT"; "INTELLECTUAL PROPERTY & PROTECTIONS"; "LIMITATION OF LIABILITY; EXCLUSION OF CONSEQUENTIAL DAMAGES"; "CONFIDENTIALITY"; and "GENERAL PROVISIONS".

12.5 ASSIGNMENT. Neither Party may assign any rights or delegate any obligations hereunder, whether by operation of law or otherwise, except in the case of a sale of either Party's business, whether by merger, sale of assets, sale of stock or otherwise, or except with the prior written consent of the other Party, which consent will not be unreasonably withheld. Notwithstanding the

foregoing, You may not assign this Agreement to a direct competitor of Ours or an affiliate of such direct competitor. Any attempted assignment or delegation outside these exceptions or without such written consent shall be *voidable* by the non-assigning Party. This Agreement may also be terminated without a notice period by a written communication to You if as the result of any transaction a change of control occurs, directly or indirectly, such that a competitor of Ours controls You or any entity, which becomes a party to this Agreement, directly or indirectly. This Agreement binds the Parties, their respective participating subsidiaries, affiliates, successors and permitted assigns.

12.6 EXPORT RESTRICTIONS. You acknowledge that the Software is subject to United States export control laws. You shall comply with all applicable export laws, obtain all applicable export licenses and will not export or re-export any part of the Software Products to any country in violation of such restrictions or any country that may be subject to an embargo by the United States.

12.7 GOVERNMENT END-USER NOTICE. The Software is a "Commercial Item", as that term is defined at 48 C.F.R. § 2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", as such terms are used in 48 C.F.R. § 12.212 and 48 C.F.R. § 227.7202, as applicable. Consistent with 48 C.F.R. §§ 12.212, 227.7202-1 through 227,7202-4, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end-users (i) only as Commercial Items and (ii) with only those rights as are granted to all other end-users pursuant to the terms and conditions herein. The Software is computer software developed by Us entirely at Our private expense that meets the definition of "restricted computer software" under 48 C.F.R. § 52.227-20. Use, duplication, or disclosure by the US Government is subject to restrictions set forth in Subparagraphs (c) (1) and (2) of the Commercial Computer Software Restricted Rights at 48 CFR 52.227-19, as applicable.

12.8 WAIVER. Each Party agrees that the failure of the other Party at any time to require performance by such Party of any of the provisions herein shall not operate as a waiver of the rights of such Party to request strict performance of the same or like provisions, or any other provisions hereof, at a later time.

12.9 HEADINGS & ORDER OF PRECEDENCE. All headings used herein are for convenience of reference only and are not a part of this Agreement, nor shall they in any way affect the interpretation hereof. If there is any conflict between this Agreement and any Attachment hereto, the order of precedence shall be that this Agreement shall supersede and then the applicable Attachment.

13. FORCE MAJEURE.

Neither Party shall be liable for any failure or delay in performing services or any other obligation under this Agreement, nor for any damages suffered by the other or an end user by reason of such failure or delay, which is, indirectly or directly, caused by an event beyond such Party's control including but not limited to strikes, riots, natural catastrophes, terrorist acts, governmental intervention, or other acts of God, or any other causes beyond such Party's reasonable control.

14. THIRD-PARTY SOFTWARE NOTICE.

Third Party Software provided by Us to You may be accompanied by its own licensing terms, in which case such licensing terms will govern Your use of that particular Third Party Software. Mention of Third Parties and Third Party products in any materials, advertising, promotions or coupons provided to You is for informational purposes only and constitutes neither an endorsement nor a recommendation. All Third Party product specifications and descriptions are supplied by the respective vendor or supplier, and We shall have no responsibility with regard to the selection, performance, or use of these vendors or products. All understandings, agreements, or warranties, if any, take place directly between the vendors and the prospective users.

All Third-Party Software shall be governed strictly by such third-party's (i) clickwrap agreement, which requires You to "Accept" and/or "Agree" before utilizing and/or installing such software; (ii) the terms and conditions referenced via a universal resource locator (URL) indicated on an applicable Quotation; or (iii) terms and conditions contained within a text file (e.g. .txt), which accompanies such Third-Party Software.

15. APPLICABLE LAW AND DISPUTES.

Parties specifically agree that the U.N. Convention on the International Sale of Goods, and the Uniform Computer Information Transactions Act ("UCITA"), shall not apply to any and all actions performed by either Party hereunder in furtherance of this Agreement.

If You are a legal entity established within the United States of America, then this Agreement and all resulting claims and/or counterclaims shall be governed, construed, enforced and performed in accordance with the laws of the State of Delaware, United States of America, without reference and/or regard to its conflict of law principles. Each Party hereby submits to the exclusive jurisdiction of the courts of Atlanta, Georgia, United States of America, and hereby waives any objections to venue with respect to actions brought in such courts.

If You are a legal entity established out-side of the Unites States of America then this Agreement and all resulting claims and/or counterclaims shall be governed, construed, enforced and performed in accordance with the laws of the State of Delaware, United States of America, without reference and/or regard to its conflicts of laws principles. Any dispute arising out of or in connection or associated with this Agreement shall be referred to and finally resolved by arbitration in accordance with the Rules of the International Chamber of Commerce ("ICC") then in force; provided, however, that either Party may, at its sole discretion, seek injunctive relief in the courts of any jurisdiction as may be necessary and appropriate to protect its proprietary or confidential information. The language used in the arbitral proceedings, and the governing language of the Agreement, shall be English. Unless otherwise mutually agreed upon in writing by the Parties, the site of the Arbitration shall be in Atlanta, Georgia, United States of America. Judgment upon the award of the arbitration may be entered in any court having jurisdiction thereof.

16. GOVERNMENTAL AUDIT

If You are a governmental entity who has requested or demanded to review or audit the Software, then You agree to the terms of this section entitled "GOVERNMENTAL AUDIT." If You are a governmental entity who has requested or demanded to review or audit the Software, You also agree to all of the other terms and limitations recited in this Agreement, except when such term or limitation is impossible, illegal, or unenforceable as against You, and except when such term or limitation is in direct conflict with this section, in which case the terms and limitations in this section prevail.

You agree that You will use the Software only for inspection and auditing purposes; no other uses are permitted.

You agree not to remove, share, or distribute the Software outside of the country into which the Software has been provided to You by Core. You further agree not to share or distribute the Software to any other entity, including any other government agency, bureau, department, etc., without express written consent from Core.

The License Term shall be for a period beginning on the date when Core has delivered the Software to You, and ending ten (10) business days therefrom, unless separately agreed to by Core in writing. You agree to delete and destroy the Software at the conclusion of the License Term.

In conducting your audit and inspection, You specifically agree not to (i) attempt to reverse engineer, decompile, disassemble or attempt to derive the source code of the Software or any portion thereof; (ii) modify, port, translate, localize or create derivative works of the Software and/or Third-Party Software; (iii) remove any of Our, or Our vendors, copyright notices and proprietary legends; (iv) attempt to circumvent, disable or defeat the limitations on Your use of the Software which are encoded into the Software, PDNS Database, and/or Third-Party Software; (v) use the Software and/or Third-Party Software (a) to maliciously or negligently cause damage to any third-party's computer, network systems and/or data; (b) to propagate any virus, worms, Trojan horses or other programming routine intended to damage any computer, network system or data; and/or (c) in any application that may involve risks of death, personal injury, severe property damage or environmental damage, or in any life support applications, devices or systems; and/or (vi) use the Third-Party Software within any other applications or products other than with the Software.

CORE NOTIFICATION INFORMATION
Core Security SDI Corporation
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