

SUBSCRIPTION SERVICES AGREEMENT

Standard Terms and Conditions

This document sets forth certain terms and conditions (the “Standard Terms and Conditions”) governing the contractual relationship between SecondWrite and the Customer identified on the mutually executed Cover Page which has the same Contract ID as listed in the header above, with respect to the subject matter identified herein and in the Exhibits attached to this Agreement. Customer agrees to be bound by the latest version of the Standard Terms and Conditions published online, which may be changed from time to time. Capitalized words and phrases used in these Standard Terms and Conditions, if not otherwise defined in context, will have the meanings set forth in the Glossary of Defined Words and Phrases set forth in Section 13 below.

1 Grant of Access. Subject to the terms and conditions of this Agreement, during the Subscription Term, SecondWrite grants Customer a limited non-exclusive, non-transferable right to permit its Authorized Users to: (a) access the Sandbox Platform; (b) upload Submissions and Malicious Code up to the maximum number of Submissions paid for by Customer; (c) to use the Sandbox Platform to process and analyze Customer’s Submissions and Malicious Code in accordance with the Documentation in order to generate the Security Intelligence and the Reports; and (d) use and copy the content of such Reports solely for Customer’s internal security or Customer’s security business. SecondWrite reserves the right to modify the Sandbox Platform at any time. Customer understands that this Agreement grants certain rights of access only, and that nothing in this Agreement may be interpreted to require delivery of a copy of any of the Software to Customer or installation of a copy of such Software upon Customer’s computers or systems.

2 Restrictions: Customer’s Obligations.

2.1 Customer will not (a) use the SecondWrite Platform or the SecondWrite Technology in any manner that is inconsistent with this Agreement, including without limitation, using or making available the SecondWrite Platform or the SecondWrite Technology on an application service provider basis or software-as-a-service offering; (b) authorize access to or permit use of the SecondWrite Platform or the SecondWrite Technology by any third party other than Authorized Users; (c) assign, sublicense, sell, lease or otherwise transfer or convey, or pledge as security or otherwise encumber, Customer’s rights under this Agreement; (d) modify or create any derivative works of the SecondWrite Platform or the SecondWrite Technology (or any software component thereof); (e) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code, the methods, any algorithms, or the structure, sequence or organization from which any component of the SecondWrite Platform or the SecondWrite Technology and any underlying software is designed, compiled or interpreted, and Customer hereby acknowledges that nothing in this Agreement shall be construed to grant Customer any right to obtain or use such source code or know-how. Customer acknowledges and agrees that strict compliance with this Section 2.1 is an essential basis of this Agreement.

2.2 In connection with Customer’s use of the Sandbox Platform, the Documentation, all Submissions, all Security Intelligence and Reports, Customer shall: (a) comply with all applicable laws, court orders, rules and regulations; (b) comply with applicable SecondWrite policies for access to and use of the Sandbox Platform, the Documentation, Submissions, Security Intelligence and Reports, including but not limited to, its acceptable use policy; (c) use reasonable security precautions for providing access to the Sandbox Platform; (d) cooperate with SecondWrite’s investigation of outages, security problems, unauthorized use of the Sandbox Platform and/or any suspected breach of this Agreement, the acceptable use policy, or any applicable law, court order, rule or regulation; and (e) promptly notify SecondWrite of any known or suspected unauthorized use of Customer’s account, the Sandbox Platform or any other breach of security.

2.3 Authorized Users. Customer hereby agrees to take full responsibility for all acts and omissions of an Authorized Users and any act or omissions of Authorized Users that, if undertaken by Customer, would constitute a breach of this Agreement shall be

deemed a breach of this Agreement by Customer. SecondWrite reserves the right to modify the software, including the SecondWrite Technology, underlying the SecondWrite Platform.

2.4 Branding. Customer shall not delete, alter, cover, or distort any copyright, trademark, any printed or on-screen proprietary or legal notice, or other proprietary rights notice placed by SecondWrite on or in the SecondWrite Platform, all Security Intelligence, Reports or Documentation.

2.5 Credentials. Customer shall be responsible for maintaining the confidentiality and security of all passwords and other access protocols required in order to access the SecondWrite Platform.

2.6 Open Source Programs. Customer acknowledges that each Open Source Program is distributed under the Open Source Program license applicable to such Open Source Program, and only such license, and this Agreement in no ways supplements or detracts from any term or conditions of such open source license agreement (the “Open Source License”). Notwithstanding anything to the contrary in this Agreement, Customer agrees and acknowledges that the rights attached to any Open Source Programs provided hereunder are separate from and do not depend on the Open Source Programs being part of, or used in connection with, the SecondWrite Platform.

3 Ownership. The SecondWrite Platform, the Documentation, and the algorithms, technologies, methods, and SecondWrite Platform code used to derive the Security Intelligence, is and shall be, the sole and exclusive proprietary property of SecondWrite. All Malicious Code, in whatever stage of development may be utilized for the limited purpose of statistical analysis and for improvement of the SecondWrite Platform, to which SecondWrite shall retain all rights, and interest. SecondWrite further retains any and all rights, title and interest in and to the SecondWrite Platform and the SecondWrite Technology, including in all copies, improvements, enhancements, modifications and derivative works of the SecondWrite Platform and the SecondWrite Technology, the Documentation and all SecondWrite owned Intellectual Property Rights therein. The Customer’s and each Authorized User’s rights to use the SecondWrite Platform, the Documentation, all Security Intelligence and Reports shall be limited to those expressly granted in this Agreement. All rights not expressly granted herein are retained by SecondWrite and/or its licensors.

3.1 No Implied Licenses. Customer acknowledges that there are no licenses granted by implication under this Agreement

4 Submissions and Malicious Code. Before storing or processing any account information (such as name, address or any other personally identifiable information) or uploading or distributing any Submissions and Malicious Code using the SecondWrite Platform, Customer shall, at its own expense, obtain all the necessary licenses, consents and/or permissions that may be necessary and appropriate with respect to such Submissions and Malicious Code. SecondWrite will use data related to Customer’s account, such as resource identifiers, metadata tags, security and access roles, rules, usage policies, permissions, usage statistics and analytics in connection with providing the Sandbox Platform. Customer further agrees to obtain the right to allow SecondWrite to copy, store, process, analyze and display such Submissions and Malicious Code through the SecondWrite Platform and hereby grants to SecondWrite a non-exclusive, non-transferable right and license to use the

Submissions and Malicious Code during the Term for the limited purposes of performing SecondWrite's obligations under this Agreement. SecondWrite reserves the right to suspend the Customer's and its Authorized Users' access to the SecondWrite Platform in the event (a) of Customer's or an Authorized User's misuse of the Security Intelligence or the Reports or (b) the Customer or such Authorized User is in breach of any other provision of this Agreement or an Order Form and fails to cure such breach within ten (10) days of receipt of written notice.

4.1 Customer has primary access and control over its dedicated portion of the Sandbox Platform. Customer is responsible for properly configuring and using the Sandbox Platform and otherwise taking appropriate action to secure, protect and backup Customer's account information and the Submissions in a manner that will provide appropriate security and protection, which might include use of encryption to protect Submissions from unauthorized access and routinely archiving Submissions. Customer shall be solely responsible for, and assumes the risk of, any problems resulting from, the content, accuracy, completeness, consistency integrity, legality, reliability, and appropriateness of all account information and Submissions. SecondWrite will conduct backups daily and retain the backups for 7 days to permit recovery of Sandbox Platform after a disaster or catastrophic failure. SecondWrite does not have the capability to restore prior data values for a specific customer.

5 Confidentiality; Security.

5.1 The Receiving Party will take all reasonable measures to maintain the confidentiality of the Disclosing Party's Confidential Information, but in no event less than the measures the Receiving Party use to protect its own confidential information. The Receiving Party will limit the disclosure of the Disclosing Party's Confidential Information to The Receiving Party's employees with a bona fide need to access such Confidential Information in order to exercise The Receiving Party's rights and obligations under this Agreement; provided that all such employees are bound by a written non-disclosure agreement that contains restrictions at least as protective as those set forth herein. The Receiving Party agrees that the Disclosing Party will suffer irreparable harm in the event that the Receiving Party breaches any obligations under this Section 5 and that monetary damages will be inadequate to compensate the Disclosing Party for such breach. In the event of a breach or threatened breach of any of the provisions of this Section 5, the Disclosing Party, in addition to and not in limitation of any other rights, remedies or damages available to it at law or in equity, shall be entitled to a temporary restraining order, preliminary injunction and/or permanent injunction in order to prevent or to restrain any such breach.

5.2 Ownership of Confidential Information. Both Parties agree that all items of Confidential Information are proprietary to the Disclosing Party or such third party, as applicable, and will remain the sole property of the Disclosing Party or such third party

5.3 Security. SecondWrite uses third-party data centers located in North America in order to provide the Sandbox Platform, and Customer hereby consents to the storage of any Submissions or Malicious Code in North America. SecondWrite shall maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of the Sandbox Platform, and agrees to implement reasonable and appropriate measures designed to help Customer secure the Submissions against accidental or unlawful loss, access or disclosure. Customer shall be the data controller and SecondWrite shall be a data processor with respect to any Submissions processed via the Sandbox Platform. Each party hereby agrees to adhere to any and all laws and regulations concerning the handling, collection, transmission and storage of personal data. SecondWrite agrees to delete any Submissions to the hosted SecondWrite Platform that it reasonably determines are not malicious, after such determination is made.

6 Fees; Payments.

6.1 Fees. In consideration of the rights granted and the promises made by SecondWrite under this Agreement, Customer agrees to pay to SecondWrite the amounts stated in the applicable Order Form at such times as the Order Form requires. Customer agrees to make all payments, without offsets or other deductions, no later than the date when they are due. All fees are due and payable in advance upon the creation of Customer's account with SecondWrite without an additional invoice. All amounts due hereunder shall be paid in the U.S. and in U.S. dollars.

6.2 Expenses. Out-of-pocket expenses, including reasonable expenses incurred for non-local travel of SecondWrite personnel in connection with this Agreement, will be invoiced to Customer monthly.

6.3 Taxes. All fees under this Agreement are net of sales, use and other taxes and all applicable export and import fees, customs duties and similar charges (other than taxes based on SecondWrite's income) ("Taxes"). Customer will be responsible for payment of any applicable Taxes and any related penalties and interest for the rights hereunder, or the delivery of related services. Customer will make all required payments to SecondWrite free and clear of, and without reduction for, any withholding taxes. Any such taxes imposed on payments to SecondWrite will be Customer's sole responsibility, and Customer will, upon SecondWrite's request, provide SecondWrite with official receipts issued by appropriate taxing authorities, or such other evidence as SecondWrite may reasonably request, to establish that such taxes have been paid.

6.4 Suspension of Service. If any charge owing by Customer is 5 days or more overdue, SecondWrite may, without limiting its other rights and remedies, suspend Customer's access to the Sandbox Platform until such amounts are paid in full, provided SecondWrite has given Customer 3 or more days' prior notice that Customer's account is overdue in accordance with the "Notices" section below. In addition to the foregoing, SecondWrite may also suspend Customer's access to the Sandbox Platform in the event Customer's use exceeds any Use Limitations.

7 Warranty Disclaimer; Reliance on the Security Intelligence.

7.1 Each Party hereby represents and warrants (a) that it is duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation or organization; (b) that the execution and performance of this Agreement will not conflict with or violate any provision of any law having applicability to such Party; and (c) that this Agreement, when executed and delivered, will constitute a valid and binding obligation of such Party and will be enforceable against such Party in accordance with its terms.

7.2 SecondWrite hereby agrees to use commercially reasonable efforts to make available the maintenance services and the Sandbox Platform in accordance with the SecondWrite's then available service level commitments. The parties agree that with respect to any failure of the warranties under this Section 8.2, such failure shall not be deemed a breach of warranty by SecondWrite under this Agreement but may obligate SecondWrite to provide Customer with certain service credits pursuant to SecondWrite's then available service level commitments.

7.3 Customer represents and warrants that it will not and will not permit any other person to upload, post, store, view, transmit, distribute or otherwise publish through the SecondWrite Platform or the SecondWrite Technology any information or data that (a) restricts or inhibits any other person from using and enjoying the SecondWrite Platform or the SecondWrite Technology, (b) is unlawful, threatening, harassing, abusive, libelous, defamatory, obscene, vulgar, offensive, pornographic, profane, sexually explicit, invasive of another's privacy, hateful, tortuous or indecent; (c) constitutes or encourages conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any applicable local, state, national or international law; (d) violates, plagiarizes, or infringes the rights of third parties, including, but not limited to, intellectual property rights, rights of privacy or publicity or any other proprietary rights; or (e) constitutes or contains false or misleading indications of origin or statements of fact; or (f) would harm minors in any way. SecondWrite does not provide

any warranty or support under this Agreement for any non-SecondWrite products or services, including without limitation to Submissions or Malicious Code.

7.4 THE SANDBOX PLATFORM, ALL DOCUMENTATION, ALL SUBMISSIONS, ALL SOFTWARE, ALL SECURITY INTELLIGENCE OR REPORTS AND ANY INFORMATION PROVIDED OR MADE AVAILABLE TO CUSTOMER PURSUANT TO THIS AGREEMENT IS PROVIDED "AS IS, WITH ALL FAULTS." SECONDWRITE DOES NOT WARRANT THAT THE SANDBOX PLATFORM WILL FULFILL ANY OF CUSTOMER'S PARTICULAR PURPOSES OR NEEDS. SECONDWRITE SPECIFICALLY DISCLAIMS ALL WARRANTIES, EXPRESS, STATUTORY, AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF ACCURACY, TITLE, ENJOYMENT, VALUE, ACCURACY OF DATA, QUALITY, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO WARRANTY IS MADE BY SECONDWRITE ON THE BASIS OF TRADE USAGE, COURSE OF DEALING OR COURSE OF TRADE. Customer represents, warrants and covenants that Customer are solely responsible for any act or omission taken by Customer or Customer's representatives upon reliance of any Security Intelligence, including, without limitation, any configuration changes or modifications made to any security technology or product (e.g. rules change on a firewall or signature update to security incident management console). Customer further understand and hereby acknowledge that the failure to properly configure and manage any such security technology or product may adversely affect the performance of such security technology or product.

8 Indemnification.

8.1 SecondWrite Indemnification. SecondWrite shall indemnify, defend, and hold Customer, its officers, directors, employees and agents harmless from and against any losses, liabilities, damages and expense (including reasonable attorneys' fees) (a "Loss") incurred on account of a claim, action or allegation brought against Customer by a third party (each, a "Claim") to the extent the Claim alleges that the authorized access to the Sandbox Platform infringe any issued U.S. patent, copyright, trade secret or other proprietary right of any third party.

(a) In the event any such infringement, claim, action, or allegation is brought or threatened, SecondWrite may, at its sole option and expense:

(i) Procure for Customer the right to continue use of the Sandbox Platform or the infringing portion thereof;

(ii) Modify, amend or replace the Sandbox Platform or infringing part thereof with other software having substantially the same or better capabilities;

(iii) If neither of the remedies in clause (i) or (ii) above are commercially practicable with respect to the any infringing Sandbox Platform, then SecondWrite may terminate this Agreement and Customer's rights with respect to the Sandbox Platform and refund to Customer an amount equal to the subscription fees paid pursuant to the applicable Order Form with respect to the infringing Sandbox Platform minus the portion of the subscription fees attributable to the period between the Order Form effective date for the Sandbox Platform and the date SecondWrite notifies Customer of its election to terminate the Agreement.

(b) The foregoing obligations shall not apply to the extent the infringement arises as a result of: (a) modifications to the Sandbox Platform made by any party other than SecondWrite or SecondWrite's authorized representative; (b) the use of the Sandbox Platform in combination with software, hardware or other products not provided by SecondWrite.

8.2 Customer's Indemnity Obligations. Customer agrees to indemnify, defend and hold harmless SecondWrite from and against any and all Losses resulting from any Claim based upon or arising from claims of infringement, misappropriation or violation of any third-party proprietary right, including copyright, patent, trade secret, right of publicity, right of privacy, and trademark rights, arising from the use, storage, retransmission and analysis of any Submissions and Malicious Code. Customer further agree to indemnify and hold harmless SecondWrite, its officers, directors, employees or agent against any claims, losses, damages, liabilities or expenses arising from the reliance upon any Security Intelligence.

8.3 Indemnification Procedures. With respect to any claim, demand or action for which an indemnity is provided under this section, the party to be indemnified (the "Indemnified Party") shall: (a) give prompt written notice to the indemnifying party (the "Indemnifying Party") of the claim, demand or action for which an indemnity is sought (provided, however, that failure of Indemnified Party to provide such notice will not release the Indemnifying Party from any of its indemnity obligations except to the extent that the Indemnifying Party's ability to defend such claim is prejudiced thereby), (b) reasonably cooperate in the defense or settlement of any such claim, demand or action, at the expense of the Indemnifying Party; and (c) give the Indemnifying Party sole control over the defense or settlement of any such claim; provided, however, the Indemnifying Party shall not enter into any settlement without the Indemnified Party's express consent that (i) assigns, imparts or imputes fault or responsibility to the Indemnified Party or its affiliates, (ii) includes a consent to an injunction or similar relief binding upon the Indemnified Party or its affiliates, (iii) fails to contain reasonable confidentiality obligations protecting the confidentiality of the settlement, or (iv) provides for relief other than monetary damages that the Indemnifying Party solely bears.

8.4 This Section 8 states the entire liability of each Party, and the other Party's sole and exclusive remedies, with respect to infringement of any patent, copyright, trade secret or other proprietary right.

9 LIMITATION OF LIABILITY. IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY ARISING FROM OR RELATED TO THIS AGREEMENT, OR THE USE OF THE SANDBOX PLATFORM OR THE SECURITY INTELLIGENCE, EXCEED THE AMOUNTS PAID TO SECONDWRITE PURSUANT TO THE ORDER FORM FOR THE SANDBOX PLATFORM THAT GAVE RISE TO THE CLAIM, DAMAGE, LOSS OR LIABILITY, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, NEGLIGENCE, TORT, OR OTHERWISE. UNDER NO CIRCUMSTANCES SHALL EITHER PARTY OR ANY OF ITS SUPPLIERS OR LICENSORS BE LIABLE FOR ANY OF THE FOLLOWING: (A) INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR COVER DAMAGES (INCLUDING LOST PROFITS AND LOST SAVINGS) OR (B) LOSS OR DAMAGE TO ANY SYSTEMS, RECORDS OR DATA, IN EACH CASE EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER IS SOLELY RESPONSIBLE AND LIABLE FOR VERIFYING THE SECURITY, ACCURACY AND ADEQUACY OF ANY SECURITY INTELLIGENCE FROM THE SANDBOX PLATFORM, AND FOR ANY RELIANCE THEREON. THE LIMITATIONS OF LIABILITY IN THE ABOVE PARAGRAPHS OF THIS SECTION 9 ARE EACH INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

10 Essential Basis. The disclaimers, exclusions and limitations of liability set forth in this Agreement form an essential basis of the bargain between the parties, and, absent any of such disclaimers, exclusions or limitations of liability, the provisions of this Agreement, including, without limitation, the economic terms, would be substantially different.

11 Term and Termination.

11.1 Term. The term of this Agreement will commence on the Effective Date and will continue for the period indicated on Customer's Order Form, unless earlier terminated in accordance with this Section 11 (the "Initial Term"), and will automatically renew for successive one (1) month periods (each, a "Renewal Term"), unless either Party provides written notice of its desire not to renew at least thirty (30) days prior to the expiration of the then-current term (the Initial Term, together with any Renewal Terms, collectively, the "Term"). SecondWrite's then current pricing shall apply to all Renewal Terms. FOR CLARITY, ONLY THIS AGREEMENT AUTOMATICALLY RENEWS, NOT ANY PARTICULAR ORDER FORM. Renewing the use of the Sandbox Platform beyond the term in any Order Form will require the Customer to sign a new order form, which will become incorporated into this agreement, and pay for the use at SecondWrite's then current pricing.

11.2 Termination. SecondWrite may terminate Customer's access to the Sandbox Platform at any time for any reason by providing Customer written notice of such termination (which may include email notification). If Customer prepaid fees to SecondWrite in order to access the Sandbox Platform and SecondWrite exercises its termination right under this Section, then SecondWrite will refund Customer any prepaid and unearned fees as of the effective date of termination.

11.3 Termination for Breach. Either party may, at its option, terminate this Agreement in the event of a material breach by the other party. Such termination may be effected only through a written notice to the breaching party, specifically identifying the breach or breaches on which such notice of termination is based. The breaching party will have a right to cure such breach or breaches within thirty (30) days of receipt of such notice, and this Agreement will terminate in the event that such cure is not made within such thirty (30)-day period.

11.4 Termination Upon Bankruptcy or Insolvency. Customer shall immediately give written notice to SecondWrite and SecondWrite may, at its option, terminate this Agreement immediately upon written notice to Customer, in the event (a) that Customer becomes insolvent or unable to pay its debts when due; (b) the other party discontinues its business; or (c) a receiver is appointed or there is an assignment for the benefit of such other party's creditors.

11.5 Effect of Termination. Upon any termination of this Agreement, Customer will (a) immediately discontinue all use of the Sandbox Platform, and any SecondWrite Confidential Information; and (b) promptly pay to SecondWrite all amounts due and payable under this Agreement.

12 General Provisions

12.1 Export Regulations. The export or re-export of the Sandbox Platform, the Software, the Security Intelligence and related technical data and services (collectively "Controlled Technology") is subject to applicable export laws and regulations including, but not limited to, the U.S. Export Administration Regulations, and the European Union Council Regulations. The export or re-export of Controlled Technology in violation of the foregoing laws and regulations is strictly prohibited.

12.2 U.S. Government Commercial License Rights. This Section 12.2 applies only to U.S. Government entities. The Sandbox Platform, the Software, the Security Intelligence are deemed to be commercial computer software as defined in FAR 12.212. Any use, modification, reproduction release, performance, display or disclosure of the Sandbox Platform, the Software, the Security Intelligence by the U.S. Government shall be solely in accordance with the terms of this Agreement, and except as otherwise explicitly stated in this Agreement all provisions of this Agreement shall apply to the U.S. Government.

12.3 Governing Law; Arbitration. This Agreement shall be governed in all respects by the laws of the State of Maryland, USA, without regard to choice-of-law rules or principles. Customer expressly agree with SecondWrite that this Agreement shall not be governed by the U.N. Convention on Contracts for the International

Sale of Goods. Except for instance where equitable relief is permitted under this Agreement, any and all claims, disputes, or controversies arising under, out of, or in connection with this Agreement or the breach thereof, (herein "dispute") shall be submitted to the chief operating officer (or equivalent) of each party (or their designee) for a good faith attempt to resolve the dispute. The position of each party shall be submitted, and the individuals promptly thereafter shall meet at a neutral site. If the parties are unable to reach agreement within fifteen (15) days following such meeting, then any dispute which has not been resolved within said fifteen (15) days by good faith negotiations between the parties shall be resolved at the request of either party by final and binding arbitration. Arbitration shall be conducted in Bethesda, Maryland, by one (1) arbitrator mutually agreed upon by the parties. The arbitrator shall be knowledgeable in the commercial aspects of software licensing, open source licensing, Internet applications, networking, network security, technical consulting services and copyright and patent law and otherwise in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The arbitrator shall make detailed written findings to support their award. The arbitrator shall render a decision no more than sixty (60) days after the parties finally submit the claim, dispute or controversy to the panel. Judgment upon the arbitration award may be entered in any court having jurisdiction.

12.4 Intentionally deleted.

12.5 Severability. If any provision of this Agreement is held to be illegal or unenforceable for any reason, then such provision shall be deemed to be restated so as to be enforceable to the maximum extent permissible under law, and the remainder of this Agreement shall remain in full force and effect.

12.6 Force Majeure. Neither Party shall be liable for any delay or failure due to a force majeure event and other causes beyond its reasonable control. This provision shall not apply to Customer's payment obligations.

12.7 Notices. Any notices under this Agreement to SecondWrite will be personally delivered or sent by certified or registered mail, return receipt requested, or by nationally recognized overnight express courier, to the address specified herein or such other address as SecondWrite may specify in writing. Such notices will be effective upon receipt, which may be shown by confirmation of delivery. All notices to SecondWrite shall be sent to the attention of Chief Executive Officer.

12.8 Assignment. Customer may not assign or otherwise transfer this Agreement without SecondWrite's prior written consent. Notwithstanding the foregoing, either party may assign this Agreement without the consent of the other party if a majority of its outstanding voting capital stock is sold to a third party, or if it sells all or substantially all of its assets or if there is otherwise a change of control. This Agreement shall be binding upon and inure to the benefit of the Parties' successors and permitted assigns.

12.9 Further Assurances. Customer agrees, at SecondWrite's request and reasonable expense, to provide reasonable assistance and cooperation to SecondWrite and its designees, and to give testimony and execute documents and to take such further acts reasonably requested by SecondWrite to acquire, transfer, maintain, perfect, and enforce SecondWrite's Intellectual Property Rights as described in this Agreement.

12.10 Third Party Claims. This Agreement is for the benefit of SecondWrite and Customer, and is not intended to confer upon any other person or entity, including without limitation, any current or future reseller, any rights or remedies hereunder. Customer agree that Customer shall not make any claim, demand, or take any action, or threaten to do the same, against any third party, including without limitation, any of SecondWrite's resellers or distributors, for any actual or alleged breach of this Agreement, and Customer agree to defend, indemnify and hold harmless SecondWrite and its officers, directors, employees, agents, resellers, distributors and subcontractors from any losses, damages, costs, liabilities or expenses attributable to Customer's breach of this Section 12.10, including reasonable attorneys' fees and costs.

12.11 General. This Agreement is the Parties' complete agreement regarding its subject matter, superseding any prior oral or written communications. Under no circumstances will the terms of any purchase order issued by Customer control or otherwise negate the terms set forth in this Agreement. Amendments or changes to this Agreement must be in mutually executed writings to be effective. All section of this Agreement that are intended to survive termination or expiration, including, without limitation, all warranty disclaimers and use restrictions shall survive the termination or expiration of this Agreement. The parties are independent contractors for all purposes under this Agreement.

13 Glossary of Defined Words and Phrases.

"Authorized User(s)" means the Customer's employees, consultants, contractors and managed outsourcers who are permitted access to the Sandbox Platform hereunder.

"Confidential Information" means all confidential data or information in any form disclosed by one Party ("Disclosing Party") to the other Party ("Receiving Party") by any means that is designated as confidential. As a non-exhaustive list of examples, Confidential Information includes data, information regarding a Party's financial condition and financial projections, business and marketing plans, product plans, product and device prototypes, the results of product testing, research data, market intelligence, technical designs and specifications, secret methods, manufacturing processes, source code of proprietary software, the content of unpublished patent applications, customer lists, vendor lists, internal cost data, and the terms of contracts with employees and third parties. Information may be Confidential Information regardless of the medium or manner by which it is disclosed, including disclosures orally or via printed or handwritten document, email or other electronic messaging, fax or telephone

"Documentation" means the standard manuals, tutorials, reference materials and similar materials, whether in print or electronic format, ordinarily provided by SecondWrite to Customer that describe the functionality of the SecondWrite Platform and the SecondWrite Technology, and that provides general instructions regarding how to use the SecondWrite Platform.

"Intellectual Property Rights" are the exclusive rights held by the owner of a copyright, patent, trademark, or trade secret, including (a) the rights to copy, public perform, public display, distribute, adapt, translate, modify and create derivative works of copyrighted subject matter; (b) the right to exclude another from using, making, having made, selling, offering to sell, and importing patented subject matter and from practicing patented methods, (c) the rights to use and display any marks in association with businesses, products or services as an indication of ownership, origin, affiliation, endorsement, or sponsorship; and (d) the rights to apply for any of the foregoing rights, and all rights in those applications. Intellectual

Property Rights also include any and all rights associated with particular information that is granted by law and that gives the owner, independent of contract, exclusive authority to control use or disclosure of the information, including enforceable privacy rights and any rights in databases recognized by applicable law.

"Malicious Code" means any software, data files, firmware, hardware, computer system or network (e.g., viruses, botnets, etc.) that is designed or believed to be designed to damage, disrupt, disable, harm, or otherwise impede in any manner any other software or system.

"Open Source Program" means the open source code software programs that may be provided to Customer for use with the Software.

"Report" means the automated reporting generated by the SecondWrite Platform that presents the Security Intelligence.

"Sandbox Platform" means the SecondWrite Technology and certain Open Source Programs where Authorized Users may access, upload and/or submit Submissions in order to generate the Security Intelligence and Reports.

"SecondWrite Technology" means SecondWrite's proprietary malware detection software, any patches, updates, upgrades, improvements, additions and other modifications or revised versions that may be made available by SecondWrite or its licensors from time to time.

"Security Intelligence" means the key attributes, characteristics and dynamic behavior of Submissions and Malicious Code that describe the manner in which Submissions and Malicious Code are executed or otherwise operates, including without limitation, such other characteristics such as its structure, sequence, behavior and organization, and vulnerabilities or endpoints to be exploited, which Security Intelligence is generated from the SecondWrite Platform and presented in a Report.

"Software" means the SecondWrite Technology and/or any Open Source Programs.

"Submissions" means samples of computer code, procedures, instructions, routines, urls, documents, files, photographs, data, or mechanisms (including any related metadata) that may contain Malicious Code.

"Subscription Term" means the period of time set forth in the applicable Order Form during which the Customer may exercise the rights granted in Section 3.

"Term" has the meaning given such term is Section 11.1

[End of Standard Terms and Conditions]