

**PWNIE EXPRESS
TERMS AND CONDITIONS AND END USER LICENSE AGREEMENT
PWN PULSE SOFTWARE AND SENSOR HARDWARE AS A SERVICE**

Pwnie Express and the end user customer or licensee (the “Licensee”) agree that the terms and conditions herein (the “Agreement”) will govern the license of Software, the use of Sensors and the provision of Support Services. By using, and/or activating the Software, Sensors and/or Support Services, Licensee agrees to all of the terms and conditions in this Agreement. LICENSEE, EITHER AS AN INDIVIDUAL, CORPORATION OR OTHER ENTITY, ACCEPTS AND AGREES TO ALL OF THE TERMS AND CONDITIONS IN THIS AGREEMENT. IF LICENSEE DOES NOT AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT, LICENSEE SHALL NOT USE THE SOFTWARE, SENSORS OR SUPPORT SERVICES.

LICENSEE REPRESENTS THAT LICENSEE HAS THE AUTHORITY TO BIND SUCH CORPORATION OR OTHER LEGAL ENTITY.

1. SCOPE OF AGREEMENT

Pwnie Express develops, markets and licenses certain software programs on a centralized management layer software as a service basis (the “Software”), provides certain items of computer equipment (“Sensors”) and provides certain maintenance and support services (the “Support Services”). Such Software shall allow a Licensee to identify, report, assess and respond to cyber threats to its wired and wireless networks using Sensors deployed at Licensee’s locations.

Pwnie Express and Licensee desire that Licensee license the Software and the Sensors from Pwnie Express pursuant to the terms and conditions of this Agreement.

The Software, Sensors and Support Services are set forth in the Pwnie Express Quote/Order Form (the “Pwnie Express Quote”) issued by Pwnie Express.

2. TERM, TERMINATION, LICENSE TERM AND RETURN OF EQUIPMENT

2.1 Term

The term of this Agreement shall commence on the Effective Date. The term of the license for the use of the Software and Sensors will commence seven (7) days after the first shipment of the Order as set forth in Section 5.1 and continue for the license term set forth in the Pwnie Express Quote, unless terminated as provided herein and may be renewed (“renewal term”) by mutual agreement from the term set forth in the Pwnie Express Quote.

2.2 Termination

Licensee shall have no right to terminate the Agreement without cause.

Either party may terminate this Agreement upon thirty (30) days prior written notice in the event of a material breach by the other party of any term and condition of this Agreement and a failure to cure such breach.

In the event of any such expiration or termination of the Agreement, no refund of fees shall be due and owing to Licensee, and Licensee shall pay any fees then due and owing for the remainder of the applicable license term. Licensee shall cease all use of the Software and Sensors upon the expiration or termination of this Agreement. Any expiration or termination of this Agreement shall not modify any rights or obligations of a party hereto which arose prior to such expiration or termination.

2.3 Effective Date

The Effective Date is the date designated by Pwnie Express on the Pwnie Express Quote or, if not set forth on such Pwnie Express Quote, the date that the Agreement is designated by Pwnie Express as complete or closed in the Salesforce.com system.

2.4 Return of Equipment

All equipment supplied by Pwnie Express for use pursuant to this Agreement shall be owned by Pwnie Express. Upon termination of this Agreement, unless Pwnie Express elects to disable or abandon all or any of the equipment owned by it, the Licensee, at the Licensee's cost, agrees to return, within thirty (30) days of the termination of this Agreement, all equipment to Pwnie Express. Failure to return such equipment will result in a charge to the Licensee for the price of such equipment.

3. LICENSE OF SERVICES

3.1 License Grant

Subject to the terms and conditions of this Agreement, including the payment of license fees, Pwnie Express grants to Licensee during the designated license term a non-exclusive, nontransferable license to access the Software solely for internal business purposes and not for any commercial purposes. Licensee acknowledges that the Software has been designed and are intended to be used solely and exclusively for the purpose of testing the security of the Licensee's computer network and/or systems. Licensee agrees that (i) it is authorized to access such computer network and/or systems and any and all data contained therein; and (ii) it is authorized to perform such security testing. Licensee agrees that it shall not use the Software or the Sensors for any illegal purposes or for any purpose other than as expressly set forth in this Agreement. Licensee shall indemnify and hold harmless Pwnie Express from any breach of the terms and conditions of this Agreement.

3.2 Restrictions on Use

Licensee acknowledges that the Software and their structure, organization, and source code constitute valuable trade secrets of Pwnie Express and its suppliers. Except as expressly

permitted, Licensee agrees that Licensee shall not, and shall not permit any third party, to (i) modify, clone, adapt, alter, translate, or create derivative works from the Software or Sensors; (ii) merge the Software with other software; (iii) sublicense, export, sell, provide for service bureau use, lease, rent, loan, distribute, or otherwise transfer the Software or Sensors to any third party; (iv) reverse engineer, decompile, disassemble, and or otherwise attempt to derive the source code for the Software, and or Sensors; (v) remove or alter any copyright notices or other notices included in the Software and or Sensors; (vi) otherwise use or copy the Software except as expressly permitted; (vii) use the Software or Sensors for any illegal activity or malicious attack; (viii) electronically transfer the Software from one computer to another computer over any public or private network without the prior written authorization of Pwnie Express; (ix) store the Software on any publicly accessible computer system; or (x) use the Software or Sensors in any application, which may result in death, personal injury or severe physical or environmental damage. Without limiting the foregoing, the restrictions on use of the Software set forth in this Section shall apply to any software supplied to Pwnie Express by third parties and included with the Software or Sensors. For purposes of this Section, the term “use” shall mean the right to access the Software.

3.3 Third-Party Software

The Software or Sensors are accompanied by third-party software that is licensed under its own terms. A list of this third-party software shall be as set forth in Pwnie Express’s then current Documentation. Licensee agrees to comply with the terms of these third-party licenses. Such third-party software may include certain “open source” software, including, but not limited to, the Open Database License (“ODbL”). This Agreement does not apply to any open source software released under the GNU public license; the OPENSSL Toolkit Dual license; the Apache license; and the BSD-3-clause license, including but not limited to the following software applications: AUTOSSH; DARKSTAT; DSNIFF; WEPBUSTER; or WPA_SUPPLICANT.

3.4 Containment Functionality

“CAUTION. BEFORE LICENSEE USES ANY CONTAINMENT FUNCTIONALITY INCLUDED AS A FEATURE IN THE SOFTWARE, LICENSEE SHOULD CONFIRM WHETHER LICENSEE’S CONTEMPLATED USE OF SUCH CONTAINMENT FUNCTIONALITY IS PERMITTED UNDER APPLICABLE LAW OR REGULATIONS. USE OF SUCH CONTAINMENT FUNCTIONALITY IS AT LICENSEE’S SOLE OPTION AND LEGAL RISK. IN NO EVENT SHALL PWNIE EXPRESS BE LIABLE FOR ANY CLAIMS, ACTIONS, FINES OR PENALTIES OR ANY DIRECT, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF LICENSEE’S USE OR IMPLEMENTATION OF SUCH CONTAINMENT FUNCTIONALITY.”

4. LICENSE FEES

The fees are as set forth in the applicable Pwnie Express Quote/Order Form, the applicable purchase order or the Pwnie Express website. All fees and prices are exclusive of all taxes and other charges, including but not limited to, shipping, handling, insurance, sales, use, value-added

or other similar taxes, duties or assessments, except for taxes based on Pwnie Express's net income. All fees are non-refundable.

5. ORDERS, DELIVERY AND PAYMENT TERMS

5.1 Orders

Licensee may issue an order (the "Order") for the Services at the applicable fees and prices set forth in the Pwnie Express Quote. All orders are subject to acceptance by Pwnie Express and shall be subject to all of the terms and conditions of this Agreement. Any Licensee Purchase Order shall reference the Pwnie Express Quote and shall be subject to all of the terms and conditions of this Agreement.

Professional Services fees, if any, shall be set forth in the applicable Pwnie Express Quote or Statement of Work executed by the parties.

5.2 Delivery of Equipment

The Sensors will be shipped from Pwnie Express's designated facility for installation by the Licensee at the Licensee's designated site. Certain of the equipment set forth in the Pwnie Express Quote may be refurbished equipment containing certain refurbished parts or components. Such equipment is equivalent to new and shall be subject to all of the terms and conditions in the applicable Agreement by and between Pwnie Express and the Licensee, including, but not limited to, all warranty and warranty remedies. Pwnie Express shall retain all right, title to and interest in the Software or Sensors.

5.3 Payment Terms

Payment is due within thirty (30) days of the Effective Date of the Agreement.

6. PWNIE EXPRESS INTELLECTUAL PROPERTY AND MARKS

Pwnie Express does not grant and Licensee acknowledges that it shall have no right, license or interest in any of the patents, copyrights, trademarks, or trade secrets owned, used or claimed now or in the future by Pwnie Express. All applicable rights to such patents, copyrights, trademarks and trade secrets are and will remain the exclusive property of Pwnie Express or its suppliers.

7. SUPPORT SERVICES

Support Services shall be as set forth in the applicable Pwnie Express Quote/Order Form. Pwnie Express shall, during the applicable Software license term, 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 Support Services. The terms and conditions for Support Services are set forth at https://www.pwnieexpress.com/hubfs/Pwnie%20Care_Updated.pdf and are hereby

incorporated by reference in this Agreement. Pwnie Express may, at its sole option, modify such terms and conditions for Support Services.

8. PROFESSIONAL SERVICES

Pwnie Express will provide certain professional services (the “Professional Services”) including implementation, configuration and/or training. Professional Services are as set forth in the Pwnie Express Quote/Order Form.

9. 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 or import of the Sensors and or the Software Programs.

10. US GOVERNMENT END USERS

If Licensee is a branch or agency of the United States Government, the following provision applies. The Software 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). Manufacturer: Rapid Focus Security, Inc., DBA Pwnie Express, 268 Summer Street, 2nd Floor, Boston, MA 02210.

11. LIMITED WARRANTY AND DISCLAIMER

Pwnie Express warrants that, during the term of this Agreement, the Software and Sensors shall substantially conform to the applicable Pwnie Express documentation. In the event of a breach of the foregoing limited warranty, Pwnie Express, at its sole option and expense, shall repair, replace and/or modify any defective Software or defective Sensors as Licensee’s sole remedy.

Pwnie Express shall have no warranty obligations if the Software or Sensors have been modified by Licensee or a third-party without the written consent of Pwnie Express or have not been used in accordance with the Pwnie Express documentation. Further, if the Sensor hardware is lost, stolen, damaged or altered, as described above, or is altered or damaged as a result of user error or negligence as determined by Pwnie Express, Licensee will be responsible for the cost of repair or replacement as determined by Pwnie Express.

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THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR ANY OTHER WARRANTIES WHATSOEVER, INCLUDING THOSE ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. IN NO EVENT DOES PWNIE EXPRESS WARRANT THAT THE OPERATION OF ANY SOFTWARE OR SENSORS OR PROVISION OF ANY SOFTWARE OR SENSORS SHALL BE UNINTERRUPTED OR ERROR FREE.

12. LIMITATION OF LIABILITY

IN NO EVENT SHALL PWNIE EXPRESS BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, OF ANY KIND WHATSOEVER (INCLUDING WITHOUT LIMITATION LOSS OF INCOME, DATA, GOODWILL, USE OR INFORMATION, DOWNTIME OR COSTS OF SUBSTITUTE SERVICES), WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

EXCEPT FOR PWNIE EXPRESS'S OBLIGATIONS PURSUANT TO SECTION 13 (PATENT AND COPYRIGHT INDEMNIFICATION), PWNIE EXPRESS'S AGGREGATE LIABILITY TO LICENSEE FOR LOSSES, DAMAGES, COSTS, EXPENSES AND OTHER AMOUNTS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE SOFTWARE OR SENSORS, REGARDLESS OF THE THEORY OF LIABILITY, SHALL IN NO EVENT EXCEED THE AMOUNT OF FEES PAID BY LICENSEE TO PWNIE EXPRESS UNDER THIS AGREEMENT FOR THE RELEVANT SOFTWARE OR SENSORS GIVING RISE TO SUCH LIABILITY IN THE TWELVE (12) MONTH PERIOD PRIOR TO THE DATE OF ANY CLAIM.

13. PATENT AND COPYRIGHT INDEMNIFICATION

Pwnie Express will defend at its own expense any action against Licensee brought by a third party to the extent that the action is based upon a claim that the Software infringes any U.S. patents, trademarks or copyrights of a third party, and Pwnie Express will pay those costs and damages finally awarded against Licensee in any such action that are specifically attributable to such claim or those costs and damages agreed to by Pwnie Express in a settlement of such action. The foregoing obligations are conditioned on Licensee notifying Pwnie Express promptly in writing of such action; giving Pwnie Express sole control of the defense thereof and any related settlement negotiations; and cooperating, at Pwnie Express's request and expense in such defense.

If the Software becomes, or in Pwnie Express's opinion is likely to become, the subject of an infringement claim, Pwnie Express may, at its sole option and expense, either (i) procure for Licensee the right to continue using the Software, (ii) replace or modify the Software so that it becomes non-infringing, or (iii) accept return of the Software, terminate this Agreement, in whole or in part, as appropriate, upon written notice to Licensee and refund to Licensee the annual pre-paid fees for such Software on a pro-rata or depreciated basis, as applicable.

Notwithstanding the foregoing, Pwnie Express will have no obligation under this Section or otherwise with respect to any infringement claim based upon any use of the Software not in accordance with this Agreement; any use of the Software in combination with equipment, software, or data not supplied by Pwnie Express if such infringement would have been avoided

but for such combination; any use of any release of the Software other than the most current release made available to Licensee; any modification of the Software by any person other than Pwnie Express or its authorized agents or subcontractors; or the use of the Software after receiving notice that the Software infringes the intellectual property rights of a third party. Any and all claims for indemnification or infringement defense under this Section must be brought before the first anniversary of the date of expiration or termination of this Agreement.

THIS SECTION STATES PWNIE EXPRESS'S ENTIRE LIABILITY AND LICENSEE'S EXCLUSIVE REMEDY FOR ANY CLAIMS OR ALLEGATIONS OF INFRINGEMENT.

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 Pwnie Express. Pwnie Express may, without Licensee's consent, assign monies due or becoming due solely for financing purposes or assign this Agreement in the event of a merger, consolidation or the sale of all or substantially all of Pwnie Express's assets or stock.

14.2 Governing Law

This Agreement shall be governed by, and construed and enforced in accordance with the substantive laws of the Commonwealth of Massachusetts without regard to its principles of conflicts of laws. The parties hereby submit to the exclusive jurisdiction of the courts located in the Commonwealth of Massachusetts, both federal and state, and agree that any legal proceeding arising out of this Agreement shall be conducted solely in such courts. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply 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.

14.4 Notices

Any notice required or permitted by the Agreement shall be in writing in English and delivered by certified or registered mail, return receipt requested, postage prepaid, or by courier service and addressed to Licensee at the address set forth on the Pwnie Express Quote/Order Form and Pwnie Express as set forth below or to such other addresses as may be designated by notice from one party to the other, all such notices being effective on the date received.

If to Pwnie Express: Pwnie Express
268 Summer Street, 2nd Floor
Boston, MA 02210
Attn: CFO
Telephone: 855-793-1337
Facsimile: 802-225-6751

14.5 Counterparts and Headings

Headings in this Agreement are included for reference only and shall not constitute a part of this Agreement for any other purpose. The English language version of this Agreement shall be definitive and shall control over any translation.

14.6 Force Majeure

Both parties shall not be liable to the other for any loss, injury, delay (except for any payment obligations), expenses or damages arising out of any cause or event not within its reasonable control including, but not limited to: riots, wars or hostilities between any nations; acts of terrorism; Acts of God, fires, storms, floods or earthquakes; strikes, labor disputes, vendor delays, or shortages or curtailments of raw materials, labor, power or other utility services; governmental restrictions or trade disputes; manufacturing delays; or other contingencies.

14.7 Access to Data

All device, Licensee and other data submitted to the Software as a service (“Licensee Data”) in the course of using the Products, is owned by Licensee. Licensee grants Pwnie Express a worldwide, nonexclusive, nontransferable (except in connection with an assignment of this Agreement) right to store, access and use the Licensee Data for the purpose of providing the Products. Licensee Data may also be aggregated or anonymized by Pwnie Express and used by Pwnie Express to improve its services, develop new services, show trends about general use of services, and for other business and marketing uses by Pwnie Express or by third parties.

14.8 Entire Agreement, Amendment and Waiver

This Agreement and the Pwnie Express Quote supersede all prior and contemporaneous agreements, representations and understandings and contains the entire agreement between the parties. Licensee acknowledges that it has not relied upon any promise, representation or statement of Pwnie Express except as expressly set forth herein. No amendment or modification of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of each party. No failure or delay of Pwnie Express in exercising any right or remedy under this Agreement shall operate as a waiver of such right or remedy.