Kryptowire Software Assurance products, KW-000 through KW-002, test the security of mobile application to NIST SP-800-163 Guidelines: Vetting the Security of Mobile Applications and the NIAP Protection Profile for Application Software Version 1.3.

Kryptowire Mobile App Archive, products KW-003 through KW-005, provide access to an archive of official and unofficial Android and iOS applications and meta data from over 100 marketplaces in North and South America, Europe, and Asia. The archive can be used for forensic analysis, software assurance and malware research, and mobile security analytics.

Kryptowire Enterprise, products KW-006 through KW-009, and KW-013 through KW-021, integrates our best-of-breed software assurance technologies with existing Enterprise Mobility Management (EMM) products, Android for Work, and Apple’s iOS Device Enrollment Program (DEP) and Mobile Device Management (MDM) solutions to perform risk-based policy enforcement.

Kryptowire products KW-010-012 are installed as an on-premise appliance and offer the same automated Android and iOS mobile app security testing capabilities as the cloud service. Kryptowire KW-022 through KW-025 offer remote and on-site support for professional services.

Special Item No. 511210 Term Software Licenses FSC Class 7030ADP Software

MAS -Multiple Award Schedule

Kryptowire, LLC
10505 Judicial Dr. Suite 201, Fairfax, VA 22030
Tel. 571-314-0153
www.kryptowire.com info@kryptowire.com

Contract Number: GS-35F152DA

Period Covered by Contract: Effective Date January 26, 2016 – Jan 25, 2026
General Services Administration
Federal Acquisition Service

Pricelist current through Modification #PS-0019, dated Jan 26, 2016.

Products and ordering information in this Authorized Information Technology Schedule Pricelist are also available on the GSA Advantage! System (http://www.gsaadvantage.gov).
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SPECIAL NOTICE TO AGENCIES: Small Business Participation

SBA strongly supports the participation of small business concerns in the Federal Acquisition Service. To enhance Small Business Participation SBA policy allows agencies to include in their procurement base and goals, the dollar value of orders expected to be placed against the Federal Supply Schedules, and to report accomplishments against these goals.

For orders exceeding the micropurchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage!™ on-line shopping service (www.gsaadvantage.gov). The catalogs/pricelists, GSA Advantage!™ and the Federal Acquisition Service Home Page (www.gsa.gov/fas) contain information on a broad array of products and services offered by small business concerns.

This information should be used as a tool to assist ordering activities in meeting or exceeding established small business goals. It should also be used as a tool to assist in including small, small disadvantaged, and women-owned small businesses among those considered when selecting pricelists for a best value determination.

For orders exceeding the micropurchase threshold, customers are to give preference to small business concerns when two or more items at the same delivered price will satisfy their requirement.

1. GEOGRAPHIC SCOPE OF CONTRACT:

_Domestic delivery_ is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. Territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

_Overseas delivery_ is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. Territories.

Offerors are requested to check one of the following boxes:

[ X ] The Geographic Scope of Contract will be domestic and overseas delivery.

[ ] The Geographic Scope of Contract will be overseas delivery only.

[ ] The Geographic Scope of Contract will be domestic delivery only.

______________________________

2. CONTRACTOR’S ORDERING ADDRESS AND PAYMENT INFORMATION:

10505 Judicial Drive, Suite 201 | Fairfax, VA 22030 | V: 571.314.0153 | F: 203.286.2533 | sales@kryptowire.com
The following telephone number can be used by ordering activities to obtain technical and/or ordering assistance: 571-314-0153.

3. LIABILITY FOR INJURY OR DAMAGE
The Contractor shall not be liable for any injury to ordering activity personnel or damage to ordering activity property arising from the use of equipment maintained by the Contractor, unless such injury or damage is due to the fault or negligence of the Contractor.

4. STATISTICAL DATA FOR GOVERNMENT ORDERING OFFICE - STANDARD FORM 279:
Block 9: G. Order/Modification Under Federal Schedule Contract
Block 16: Data Universal Numbering System (DUNS) Number: 968076328
Block 30: Type of Contractor: B. Other Small Business
Block 31: Woman-Owned Small Business - No
Block 37: Contractor's Taxpayer Identification Number (TIN): 45-0680980
Block 40: Veteran Owned Small Business (VOSB): No
4a. CAGE Code: 6CT60
4b. Contractor has registered with the Central Contractor Registration Database.

5. FOB DESTINATION

6. DELIVERY SCHEDULE
a. TIME OF DELIVERY: The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below:

<table>
<thead>
<tr>
<th>SPECIAL ITEM NUMBER</th>
<th>DELIVERY TIME (Days ARO)</th>
</tr>
</thead>
<tbody>
<tr>
<td>SIN 511210</td>
<td>30 Days</td>
</tr>
<tr>
<td>SIN 541519CDM</td>
<td>30 Days</td>
</tr>
</tbody>
</table>

b. URGENT REQUIREMENTS: When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are
encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

7. DISCOUNTS: Prices shown are NET Prices; Basic Discounts have been deducted.
   b. Quantity: None.
   c. Dollar Volume: None.
   d. Other Special Discounts: None.

8. TRADE AGREEMENTS ACT OF 1979, as amended:
   All items are U.S. made end products, designated country end products, Caribbean Basin country end products, Canadian end products, or Mexican end products as defined in the Trade Agreements Act of 1979, as amended.

9. STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING:
   Not applicable.

10. SMALL REQUIREMENTS: The minimum dollar of orders to be issued is $100.

11. MAXIMUM ORDER (All dollar amounts are exclusive of any discount for prompt payment.)
   a. The Maximum Order: $500,000.

12. ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS
   Ordering activities shall use the ordering procedures of Federal Acquisition Regulation (FAR) 8.405 when placing an order or establishing a BPA for supplies or services. These procedures apply to all schedules.
   a. FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.
   b. FAR 8.405-2 Ordering procedures for services requiring a statement of work.
13. **FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS REQUIREMENTS:**

Ordering activities acquiring products from this Schedule must comply with the provisions of the Federal Standards Program, as appropriate (reference: NIST Federal Standards Index). Inquiries to determine whether or not specific products listed herein comply with Federal Information Processing Standards (FIPS) or Federal Telecommunication Standards (FED-STDs), which are cited by ordering activities, shall be responded to promptly by the Contractor.

13.1 **FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS):** Information Technology products under this Schedule that do not conform to Federal Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted in accordance with the applicable "FIPS Publication." Federal Information Processing Standards Publications (FIPS PUBS) are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Information concerning their availability and applicability should be obtained from the National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, Virginia 22161. FIPS PUBS include voluntary standards when these are adopted for Federal use. Individual orders for FIPS PUBS should be referred to the NTIS Sales Office, and orders for subscription service should be referred to the NTIS Subscription Officer, both at the above address, or telephone number (703) 487-4650.

13.2 **FEDERAL TELECOMMUNICATION STANDARDS (FED-STDs):** Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDs) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDs should be obtained from the GSA, Federal Acquisition Service, Specification Section, 470 East L’Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202)619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301)975-2833.

14. **CONTRACTOR TASKS / SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2003)**

(a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.
(b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub.L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency. The Industrial Funding Fee does NOT apply to travel and per diem charges.

(c) Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.

(d) Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.

(e) Personnel: The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.

(f) Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor’s participation in such order may be restricted in accordance with FAR Part 9.5.

(g) Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency’s order.

(h) Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency’s order.

(i) Government-Furnished Property: As specified by the agency’s order, the Government may provide property, equipment, materials or resources as necessary.

(j) Availability of Funds: Many Government agencies’ operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government’s obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.

(k) Overtime: For professional services, the labor rates in the Schedule should not vary by virtue of the Contractor having worked overtime. For services applicable to the Service Contract Act (as identified in the Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed a time and a half of the labor rate).
15. CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES: Any ordering activity, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (l) Termination for the ordering activity’s convenience, and (m) Termination for Cause (See 52.212-4)

16. GSA ADVANTAGE!
GSA Advantage! is an on-line, interactive electronic information and ordering system that provides on-line access to vendors’ schedule prices with ordering information. GSA Advantage! will allow the user to perform various searches across all contracts including, but not limited to:

(1) Manufacturer;
(2) Manufacturer's Part Number; and
(3) Product categories.

Agencies can browse GSA Advantage! by accessing the Internet World Wide Web utilizing a browser (ex.: Chrome). The Internet address is http://www.gsaadvantage.gov

17. PURCHASE OF OPEN MARKET ITEMS
NOTE: Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Supply Schedule contract. Ordering Activities procuring open market items must follow FAR 8.402(f).

For administrative convenience, an ordering activity contracting officer may add items not on the Federal Supply Multiple Award Schedule (MAS) -- referred to as open market items -- to a Federal Supply Schedule blanket purchase agreement (BPA) or an individual task or delivery order, only if:

(1) All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19));

(2) The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;

(3) The items are clearly labeled on the order as items not on the Federal Supply Schedule; and

(4) All clauses applicable to items not on the Federal Supply Schedule are included in the order.

19. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

a. For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:

(1) Time of delivery/installation quotations for individual orders;
(2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/service/software package submitted in response to requirements which result in orders under this schedule contract.

(3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.

b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.

c. The maintenance/repair service provided is the standard commercial terms and conditions for the type of products and/or services awarded.

20. OVERSEAS ACTIVITIES
The terms and conditions of this contract shall apply to all orders for installation, maintenance and repair of equipment in areas listed in the pricelist outside the 48 contiguous states and the District of Columbia.

Upon request of the Contractor, the ordering activity may provide the Contractor with logistics support, as available, in accordance with all applicable ordering activity regulations. Such ordering activity support will be provided on a reimbursable basis, and will only be provided to the Contractor’s technical personnel whose services are exclusively required for the fulfillment of the terms and conditions of this contract.

20. BLANKET PURCHASE AGREEMENTS (BPAs)
The use of BPAs under any schedule contract to fill repetitive needs for supplies or services is allowable. BPAs may be established with one or more schedule contractors. The number of BPAs to be established is within the discretion of the ordering activity establishing the BPA and should be based on a strategy that is expected to maximize the effectiveness of the BPA(s). Ordering activities shall follow FAR 8.405-3 when creating and implementing BPA(s).

21. CONTRACTOR TEAM ARRANGEMENTS
Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with Clauses 552.238-74, Industrial Funding Fee and Sales Reporting, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

22. INSTALLATION, DEINSTALLATION, REINSTALLATION
The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of $2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall received less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-
Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds $2,000, then the requirements of the Davis-Bacon Act applies.

23. **SECTION 508 COMPLIANCE.**

I certify that in accordance with 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d), FAR 39.2, and the Architectural and Transportation Barriers Compliance Board Electronic and Information Technology (EIT) Accessibility Standards (36 CFR 1194) General Services Administration (GSA), that all IT hardware/software/services are 508 compliant:

No ___X___

The offeror is required to submit with its offer a designated area on its website that outlines the Voluntary Product Accessibility Template (VPAT) or equivalent qualification, which ultimately becomes the Government Product Accessibility Template (GPAT). Section 508 compliance information on the supplies and services in this contract are available at the following website address (URL): [www.kryptowire.com](http://www.kryptowire.com). The EIT standard can be found at: [www.Section508.gov/](http://www.Section508.gov/).

24. **PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES.**

Prime Contractors (on cost reimbursement contracts) placing orders under Federal Supply Schedules, on behalf of an ordering activity, shall follow the terms of the applicable schedule and authorization and include with each order –

(a) A copy of the authorization from the ordering activity with whom the contractor has the prime contract (unless a copy was previously furnished to the Federal Supply Schedule contractor); and

(b) The following statement:

This order is placed under written authorization from _______ dated _______. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern.

25. **INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997)(FAR 52.228-5)**

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance...
shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

26. SOFTWARE INTEROPERABILITY.

Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interface may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry LOCATED AT HTTP://WWW.CORE.GOV.

27. ADVANCE PAYMENTS

A payment under this contract to provide a service or deliver an article for the United States Government may not be more than the value of the service already provided or the article already delivered. Advance or pre-payment is not authorized or allowed under this contract. (31 U.S.C. 3324)
TERMS AND CONDITIONS APPLICABLE TO TERM SOFTWARE LICENSES (SPECIAL ITEM NUMBER 511210), PERPETUAL SOFTWARE LICENSES OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE AND:

TERMS AND CONDITIONS APPLICABLE TO TERM SOFTWARE LICENSES

(SPECIAL ITEM NUMBER 541519CDM), Continuous Diagnostics and Mitigation Tools - SUBJECT TO COOPERATIVE PURCHASING - Includes Continuous Diagnostics and Mitigation (CDM) Approved Products List (APL) hardware and software products/tools and associated services. The full complement of CDM subcategories includes tools, associated maintenance, and other related activities such as training. The 5 subcategories CDM capabilities specified under this SIN are: Manage What is on the network: Identifies the existence of hardware, software, configuration characteristics and known security vulnerabilities. Manage Who is on the network: Identifies and determines the users or systems with access authorization, authenticated permissions and granted resource rights. Manage How is the network protected: Determines the user/system actions and behavior at the network boundaries and within the computing infrastructure. Manage What is happening on the network: Prepares for events/incidents, gathers data from appropriate sources; and identifies incidents through analysis of data. Emerging Tools and Technology: Includes CDM cybersecurity tools and technology not in any other subcategory.

1. INSPECTION/ACCEPTANCE
The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any software that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming software at no increase in contract price. The ordering activity must exercise its postacceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software.

2. ENTERPRISE USER LICENSE AGREEMENTS REQUIREMENTS (EULA)
The Contractor shall provide all Enterprise User License Agreements in an editable Microsoft Office (Word) format.

3. GUARANTEE/WARRANTY
   a. Unless specified otherwise in this contract, the Contractor’s standard commercial guarantee/warranty as stated in the contract’s commercial pricelist will apply to this contract.
   b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

3.1. WARRANTIES

3.1.1 Performance. Kryptowire warrants to Customer that, for a period of ninety (90) days from the Effective Date (the “Warranty Period”), the Software, when used as permitted under this Agreement and in accordance with the Documentation, will operate in substantial conformity with the Documentation. Kryptowire’s sole liability (and Customer’s sole and exclusive remedy) for any breach of this warranty shall be, in Kryptowire’s sole discretion, to replace the non-conforming Software or use commercially reasonable efforts to correct the non-conformity; provided that Kryptowire is notified in writing of such non-conformity within the Warranty Period. This warranty shall not apply if: (i) the Software is used outside the scope of this Agreement or used inconsistently with the Documentation; (ii) the Software is modified or altered in any way except by Kryptowire; or (iii) any non-conformity in the Software is due to negligence, misuse or abuse of the Software. Any replacement or error correction will not extend the original Warranty Period.

3.1.2 Disclaimer. THE LICENSED PRODUCT, SERVICES, AND ANY DELIVERABLES OR OTHER MATERIALS PROVIDED HEREUNDER ARE PROVIDED “AS IS.” EXCEPT FOR THE EXPRESS WARRANTIES IN SECTION 9.1, KRYPTOWIRE MAKES NO OTHER WARRANTIES AND HEREBY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, RESULT, EFFORT, TITLE AND NON-INFRINGEMENT. KRYPTOWIRE DOES NOT WARRANT THAT ANY LICENSED PRODUCT, DELIVERABLES, ANY SERVICES OR OTHER MATERIALS WILL BE PROVIDED ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL FULFILL CUSTOMER’S REQUIREMENTS. CUSTOMER ACKNOWLEDGES THAT IT HAS RELIED ON NO WARRANTIES OTHER THAN THE EXPRESS WARRANTIES SET FORTH IN SECTION 9.1 AND THAT NO WARRANTIES ARE MADE BY ANY OF KRYPTOWIRE’S SUPPLIERS, CONTRACTORS, OR DISTRIBUTORS. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE PRICES OFFERED UNDER THIS AGREEMENT REFLECT THESE NEGOTIATED WARRANTY PROVISIONS. TO THE EXTENT THAT KRYPTOWIRE CANNOT DISCLAIM ANY SUCH WARRANTY AS A MATTER OF APPLICABLE LAW, THE SCOPE AND DURATION OF SUCH WARRANTY WILL BE THE MINIMUM REQUIRED UNDER SUCH LAW.

3.2. Limitation of Liability. NEITHER PARTY (INCLUDING ITS CONTRACTORS OR SUPPLIERS PERTAINING TO THIS SECTION) WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL THEORY, INCLUDING BUT NOT LIMITED TO (I) LOST PROFITS, LOST DATA OR
BUSINESS INTERRUPTION, EVEN IF SUCH PARTY HAS BEEN ADVISED OF, KNOWS OF, OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, AND (II) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS OR OTHER INACCURACIES IN OR DESTRUCTIVE PROPERTIES OF THE LICENSED PRODUCT, DELIVERABLES, OR ANY SERVICES. NEITHER PARTY’S TOTAL CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, WILL EXCEED THE TOTAL FEES PAID BY CUSTOMER FOR THE LICENSED PRODUCT OR SERVICES GIVING RISE TO SUCH LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, THE LIMITATIONS OF THIS SECTION 10 WILL NOT APPLY TO OR OTHERWISE LIMIT THE BREACH OF THE OBLIGATIONS UNDER SECTION 3.2 OR KRYPTOWIRE’S OR CUSTOMER’S BREACH OF SECTION 8. THE PARTIES ACKNOWLEDGE THAT THIS SECTION 10 REFLECTS THE AGREED UPON ALLOCATION OF RISK BETWEEN THE PARTIES, THAT NEITHER PARTY WOULD ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY, AND NO OTHER CLAUSE REGARDING LIMITATION OF LIABILITY SHALL CONTROL NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT OR ANY OTHER DOCUMENT. THIS LIMITATION OF LIABILITY WILL APPLY DESPITE THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY SET FORTH HEREIN.

IN NO EVENT SHALL KRYPTOWIRE, NOR ITS DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, SUPPLIERS OR CONTENT PROVIDERS, BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL OR EQUITABLE THEORY WITH RESPECT TO THE SERVICE (INCLUDING, WITHOUT LIMITATION, ANY CONTENT) (I) FOR ANY LOST PROFITS, DATA LOSS, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, SUBSTITUTE GOODS OR SERVICES (HOWEVER ARISING), (II) FOR ANY MALWARE, BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE (REGARDLESS OF THE SOURCE OF ORIGINATION), (III) FOR YOUR RELIANCE ON THE SERVICE OR (IV) FOR ANY DIRECT DAMAGES IN EXCESS OF (IN THE AGGREGATE) ONE-THOUSAND U.S. DOLLARS ($1000.00). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY. The foregoing exclusion/limitation of liability shall not apply to (1) personal injury or death resulting from Kryptowire’s negligence; (2) for fraud; or (3) for any other matter for which liability cannot be excluded by law.

4. TECHNICAL SERVICES

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number 571-314-0153 for the purpose of providing user assistance and guidance in the
implementation of the software. The technical support number is available from 9:00am to 5:00pm EST.

5. SOFTWARE MAINTENANCE
   a. Software maintenance as it is defined: (select software maintenance type):

   X 1. Software Maintenance as a Product (SIN 541519CDM)

   Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that are included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user’s self diagnostics.

   Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service.

   Software Maintenance as a product is billed at the time of purchase.

   2. Software Maintenance as a Service (SIN 541519CDM)

   Software maintenance as a service creates, designs, implements, and/or integrates customized changes to software that solve one or more problems and is not included with the price of the software. Software maintenance as a service includes person-to-person communications regardless of the medium used to communicate: telephone support, on-line technical support, customized support, and/or technical expertise which are charged commercially. Software maintenance as a service is billed arrears in accordance with 31 U.S.C. 3324.

   Software maintenance as a service is billed in arrears in accordance with 31 U.S.C. 3324.

   b. Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

6. PERIODS OF TERM LICENSES (SIN 511210 AND 541519CDM)
a. The Contractor shall honor orders for periods for the duration of the contract period or a lesser period of time.

b. Term licenses and/or maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice to the Contractor.

c. Annual Funding. When annually appropriated funds are cited on an order for term licenses and/or maintenance, the period of the term licenses and/or maintenance shall automatically expire on September 30 of the contract period, or at the end of the contract period, whichever occurs first. Renewal of the term licenses and/or maintenance orders citing the new appropriation shall be required, if the term licenses and/or maintenance is to be continued during any remainder of the contract period.

d. Cross-Year Funding Within Contract Period. Where an ordering activity’s specific appropriation authority provides for funds in excess of a 12 month (fiscal year) period, the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.

e. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of an order, if the term licenses and/or maintenance is to be terminated at that time. Orders for the continuation of term licenses and/or maintenance will be required if the term licenses and/or maintenance is to be continued during the subsequent period.

7. CONVERSION FROM TERM LICENSE TO PERPETUAL LICENSE – N/A

Kryptowire only offers SIN 511210 and 541519CDM. Kryptowire does not offer SIN for Perpetual Software Licenses.

8. TERM LICENSE CESSATION – N/A

Kryptowire’s Term Software Licenses (SIN 511210) does not transfer into perpetual license.

9. UTILIZATION LIMITATIONS - (SIN 511210)

Software Limitation is defined in the SOW or Agency Purchase Order

10. SOFTWARE CONVERSIONS - (SIN 511210) N/A

Software Conversions are not offered by Kryptowire, LLC

11. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

The Contractor shall include, in the schedule pricelist, a complete description of each software product and a list of equipment on which the software can be used. Also, included shall be a brief, introductory explanation of the modules and documentation which are offered.
12. **RIGHT-TO-COPY PRICING N/A**
   Kryptowire, LLC offers software as a service, no software is installed on the user site.

13. **PRODUCT PRICING TABLE**

<table>
<thead>
<tr>
<th>MFR PART NO</th>
<th>PRODUCT DESCRIPTION</th>
<th>GSA PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>KW-000</td>
<td>Android Mobile App Security Analysis Portal Subscription</td>
<td>$81,612.09/year</td>
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<tr>
<td>KW-001</td>
<td>iOS Mobile App Analysis Security Portal Subscription</td>
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<td>KW-002</td>
<td>iOS &amp; Android Mobile App Security Analysis Portal</td>
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<tr>
<td>KW-003</td>
<td>Android Mobile App Archiving Portal Subscription</td>
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<td>iOS Mobile App Archiving Portal Subscription</td>
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<td>KW-005</td>
<td>iOS &amp; Android Mobile App Archiving Portal Subscription</td>
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<tr>
<td>KW-006</td>
<td>Kryptowire Enterprise Dashboard for Android for Work</td>
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**Kryptowire GSA Pricing**

**SIN 541519CDM**

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USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS

PREAMBLE

Kryptowire provides commercial products and services to ordering activities. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

COMMITMENT

To actively seek and partner with small businesses.

To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.

To develop and promote company policy initiatives that demonstrate our support for awarding contracts and subcontracts to small business concerns.

To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.

To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.

To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.

To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact: Tom Karygiannis, Tel. +1 202-531-6420, email: tom@kryptowire.com, Fax. 203-286-2533.

BEST VALUE BLANKET PURCHASE AGREEMENT FEDERAL SUPPLY SCHEDULE

(Insert Customer Name)

In the spirit of the Federal Acquisition Streamlining Act (ordering activity) and (Contractor) enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) Federal Supply Schedule Contract(s)

__________________.

Federal Supply Schedule contract BPAs eliminate contracting and open market costs such as: search for sources; the development of technical documents, solicitations and the evaluation of offers. Teaming Arrangements are permitted with Federal Supply Schedule Contractors in accordance with Federal Acquisition Regulation (FAR) 9.6.
This BPA will further decrease costs, reduce paperwork, and save time by eliminating the need for repetitive, individual purchases from the schedule contract. The end result is to create a purchasing mechanism for the ordering activity that works better and costs less.

Signatures

<table>
<thead>
<tr>
<th>Ordering Activity</th>
<th>Date</th>
<th>Contractor</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>
(CUSTOMER NAME)

BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Supply Schedule Contract Number(s) ____________, Blanket Purchase Agreements, the Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (ordering activity):

1. The following contract items can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:

<table>
<thead>
<tr>
<th>MODEL NUMBER/PART NUMBER</th>
<th>*SPECIAL BPA DISCOUNT/PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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2. Delivery:

<table>
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<tr>
<th>DESTINATION</th>
<th>DELIVERY SCHEDULES / DATES</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>

3. The ordering activity estimates, but does not guarantee, that the volume of purchases through this agreement will be ________________________.

4. This BPA does not obligate any funds.

5. This BPA expires on _________________ or at the end of the contract period, whichever is earlier.

6. The following office(s) is hereby authorized to place orders under this BPA:

<table>
<thead>
<tr>
<th>OFFICE</th>
<th>POINT OF CONTACT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

7. Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.

8. Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:

   (a) Name of Contractor;
   (b) Contract Number;
   (c) BPA Number;
   (d) Model Number or National Stock Number (NSN);
   (e) Purchase Order Number;
   (f) Date of Purchase;
(g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and

(h) Date of Shipment.

(9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.

(10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor’s invoice, the provisions of this BPA will take precedence.
BASIC GUIDELINES FOR USING
“CONTRACTOR TEAM ARRANGEMENTS”

Federal Supply Schedule Contractors may use “Contractor Team Arrangements” (see FAR 9.6) to provide solutions when responding to ordering activity requirements.

These Team Arrangements can be included under a Blanket Purchase Agreement (BPA). BPAs are permitted under all Federal Supply Schedule contracts.

Orders under a Team Arrangement are subject to terms and conditions or the Federal Supply Schedule Contract.

Participation in a Team Arrangement is limited to Federal Supply Schedule Contractors.

Customers should refer to FAR 9.6 for specific details on Team Arrangements.

Here is a general outline on how it works:

- The customer identifies their requirements.
- Federal Supply Schedule Contractors may individually meet the customers needs, or -
- Federal Supply Schedule Contractors may individually submit a Schedules “Team Solution” to meet the customer’s requirement.
- Customers make a best value selection.
Kryptowire, LLC

MASTER LICENSE AND SERVICES AGREEMENT

This Master License and Services Agreement (the “Agreement”) is entered into as of this day of 200 (the “Effective Date”) by and between Kryptowire LLC, a Virginia Limited Liability company, with its principal place of business at 5352 Brandon Ridge Way, FAIRFAX, VA 22032 USA (“Kryptowire”) and , with its principal place of business at (“Customer”).

Kryptowire and Customer desire to establish the terms and conditions under which Customer is authorized to license software and purchase services from Kryptowire.

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, Customer and Kryptowire agree as follows:

1. DEFINITIONS

Capitalized terms used in this Agreement are defined in this Section 1 or the Section in which they are first used.

1.1 “Agreement” means this Master License and Services Agreement, including any Order Form(s), Exhibit(s) or Attachment(s) attached hereto or which reference this Agreement.

1.2 “Authorized Contributors” means the number of software developers, as specified on the Order Form, authorized to contribute software code to be scanned by the Licensed Product.

1.3 “Authorized CPUs” means the number of processor cores executing the operating system which is running the Licensed Product as specified on the Order Form, and not by the number of CPUs that physically reside on the server; if a server contains multiple processor cores executing the operating system running the Licensed Product, each core processor shall count as one (1) CPU.

1.4 “Code Contributor Plan” means the licensing arrangement under which the Licensed Product may be used to analyze code written by the Authorized Contributors; Customer may elect the Code Contributor Plan under either the License Model or the Subscription Model.

1.5 “CPU Plan” means the licensing arrangement under which Named Users may use the Licensed Product on Authorized CPUs; Customer may elect the CPU Plan under either the License Model or the Subscription Model.

1.6 “Deliverable(s)” means a deliverable created by Kryptowire pursuant to a Statement(s) of Work under the Professional Services Terms.

1.7 “Documentation” means the end-user documentation for the Software and Rules as made commercially available and provided by Kryptowire with such.

1.8 “eLearning Seat Plan” means the licensing arrangement under which Named Users are authorized to use the Licensed Product; Customer may elect the eLearning Seat Plan under the License Model or the Subscription Model.

1.9 “License Model” means the licensing model that includes a perpetual license for the Software, as further described in Sections 5.1(b) and 5.3(b), and the Rules Subscription and Support Services are priced separately.

1.10 “Licensed Product” means collectively, the Software, Rules and Documentation.

1.11 “Lines of Code” means the number of lines of Customer’s software code to be scanned in accordance with the Lines of Code Plan.

1.12 “Lines of Code Plan” means the licensing arrangement that specifies the total number of lines of
Customer’s software code that are authorized to be scanned by an unlimited number of software developers on an unlimited number of CPUs by using the Licensed Product; Customer may elect the Lines of Code Plan under either the License Model or the Subscription Model.

1.13 “Maintenance Terms” means the terms under which Kryptowire provides Support Services, attached hereto as Exhibit A.

1.14 “Named User” means the user(s) authorized to use the Licensed Product as specified on the applicable Order Form; a Named User may be changed, upon written notice to Kryptowire, due to a Named User’s termination of employment, change of position within the Customer organization, or extended illness.

1.15 “Order Form” means an order form executed by Kryptowire and Customer, in the form of or substantially in the form of Exhibit C, issued by Kryptowire upon execution of this Agreement and/or in the future, evidencing a grant of one or more licenses to the Licensed Product, the provision of the Services, and the fees for such.

1.16 “Professional Services” means collectively the professional services and Training provided pursuant to the Professional Services Terms on Exhibit B.

1.17 “Professional Services Terms” means the terms and conditions under which Kryptowire provides Professional Services, attached hereto as Exhibit B.

1.18 “Rules” means Kryptowire’s proprietary security coding rules (in object code form) to be used with the Software, as applicable, as specified on the Order Form.

1.19 “Services” means the Professional Services and Support Services provided pursuant to this Agreement by Kryptowire, and services provided by Kryptowire’s contractors or suppliers hereunder (and any software provided therewith).

1.20 “Software” means Kryptowire’s proprietary software or supplier’s proprietary software (in object code form) as specified on the Order Form, including Updates and New Versions.

1.21 “Statement of Work” or “SOW” means the document, executed by Kryptowire and Customer, that specifies the Professional Services to be provided by Kryptowire to Customer, as further defined in the Professional Services Terms and attached hereto as Attachment 1 to Exhibit B, a subsequent attachment(s) to Exhibit B, or as provided in a separate document that references this Agreement.

1.22 “Subscription Model” means the licensing model under which Customer has elected the Code Contributor Plan, CPU Plan, eLearning Seat Plan or Lines of Code Plan that is a subscription (for a period of one year or as otherwise specified on the Order Form) to the Software, the Rules and the provision of Support Services as further described in Sections 5.1(a) and 5.3(a).

1.23 “Support Services” means the maintenance and support services for the Software as specified in the Maintenance Terms.

1.24 “Training” means the instruction provided by Kryptowire with respect to the Licensed Product, as further defined in the Professional Services Terms and Statement of Work.

1.25 “Update” is as defined in the Maintenance Terms.

2. General Terms

2.1 Orders. Subject to the terms and conditions of this Agreement, Customer may from time to time place orders with Kryptowire to license the Licensed Product and/or obtain Services from Kryptowire at the then-negotiated prices. All information for Customer’s orders must be in the form of an Order Form attached as Exhibit C (or substantially in the form of Exhibit C), as issued by Kryptowire subsequent to Customer placing such orders. Each order placed by Customer must specify:

(a) the Licensed Product that Customer wishes to license under the different plans (Code Contributor Plan, CPU Plan, eLearning Seat Plan, or Lines of Code Plan) and models (License Model or Subscription Model); (b) the
number of licenses that are being purchased in terms of Named Users, Authorized Contributors and Authorized CPUs under the License Model or Subscription Model, as applicable; (c) the number of Lines of Code being purchased to be scanned, if the Lines of Code Model is elected; (d) the Services Customer wishes to purchase; and (e) any purchase order or other tracking numbers that Kryptowire should reference in its invoice. Customer may transmit its orders for the Licensed Product and/or Services to Kryptowire by mail, facsimile, email or other electronic channels. Customer may, for its convenience, submit orders using its standard forms, but any contractual terms contained in such forms (other than the information specified in subsections (a) through (d) above) will not be applicable to any transaction between the parties unless contained in a written document signed by both parties. Customer’s initial order is set forth on the Order Form attached as Exhibit C. Each Order Form is hereby incorporated into this Agreement by reference.

2.2 Acceptance of Orders. Kryptowire may accept Customer’s orders for the Licensed Product and/or Services in its sole discretion by providing an Order Form to Customer confirming the particulars of the order.

2.3 Delivery. Kryptowire will promptly deliver the Licensed Product to Customer after issuing the Order Form. Delivery of the Licensed Product will be by electronic means. Risk of loss passes to Customer upon delivery. The Licensed Product will be deemed accepted by Customer upon delivery by Kryptowire.

3. LICENSES

3.1 License Grant. Subject to the terms and conditions of this Agreement, Kryptowire hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable, perpetual and/or subscription license to use the Licensed Product in accordance with the Authorized Contributors, Named Users, Authorized CPUs, or Lines of Code (in conjunction with the elected licensing model as specified on the Order Form) for the sole purpose of detecting security flaws in the internal development of Customer’s software products. If applicable to the Licensed Product, Customer may make one (1) copy of the Licensed Product for archival or backup purposes only.

3.2 Restrictions. Each license granted under Section 3.1 is subject to the restrictions below and any additional provisions set forth on the Order Form. Customer shall not use the Licensed Product except as expressly authorized under this Agreement and shall not allow any third party to use the Licensed Product. Without limiting the foregoing, Customer shall not: (a) modify, adapt, alter, publicly display, publicly perform, translate or create derivative works of the Licensed Product; (b) distribute, sell, sublicense, lease, rent, loan or otherwise transfer the Licensed Product to any third party or use the Licensed Product for the benefit of any third party; (c) reverse engineer, de-compile, disassemble, or otherwise attempt to derive the source code for the Licensed Product, except and only to the extent applicable law prohibits or restricts reverse engineering restrictions; (d) disclose, outside of Customer, any performance information or analysis (including without limitation benchmarks) from any source relating to the Licensed Product; (e) use the Licensed Product for any timesharing or service bureau purposes; (f) remove, alter or obscure any proprietary notices on the Licensed Product; or (g) use the Licensed Product in any manner other than as described in the Documentation, this Agreement or in excess of the number of authorized users (Authorized Contributors or Named Users), Authorized CPUs or Lines of Code.

4. SERVICES

4.1 Software Maintenance and Support. Subject to the payment of all applicable fees for the Support Services, Kryptowire shall provide the Support Services to Customer in accordance with the applicable licensing model for the term specified on the Order Form and any renewal terms paid for by Customer.

4.2 Professional Services. Customer will be responsible for installing the Licensed Product on its computers, if applicable, and learning to use the Licensed Product, unless Customer has purchased Professional Services from Kryptowire.
4.3 **Rules Update.** Kryptowire shall provide updates to the Rules that it makes generally commercially available in accordance to Customer’s election of and payment under the License Model or Subscription Model.

5. **FEES AND PAYMENT**

5.1 **Software License Fee.**

(a) **Subscription Model.** If Customer has elected the Subscription Model, the initial subscription fees specified on the Order Form are due on the Effective Date. All subscriptions require a minimum one (1) year term and include a license(s) to Software, Rules and provision of the Support Services during the subscription term. All subsequent subscription fees for the applicable subscription term are due thirty (30) days prior to each anniversary of the Effective Date.

(b) **License Model.** If Customer has elected the License Model, the perpetual license fees for the Software are as specified on the Order Form and are due on the Effective Date. Fees for the Rules Subscription and Support Services are separately priced and are as set forth on the Order Form.

5.2 **Rules Subscription Fees.** In the event Customer has elected the License Model, Customer is required to subscribe to the Rules for at least one (1) year from the Effective Date if the Rules are designed to be used with the Software licensed by Customer hereunder (the “Rules Subscription”). The initial Rules Subscription fees specified on the Order Form are due on the Effective Date. All subsequent Rules Subscription fees are due thirty (30) days prior to each anniversary of the Effective Date. Under the Subscription Model, the license to the Rules is included, and no additional Rules Subscription fees are due for such.

5.3 **Support Services Fees.**

(a) **Subscription Model.** For the Subscription Model, the Support Services for the Software are included in the subscription fee for such, and no additional Support Services fees are due.

(b) **License Model.** For the License Model, Customer is required to purchase Support Services for the Software for at least one (1) year from the Effective Date. The initial annual Support Services fees specified on the Order Form for the Software are due on the Effective Date. All subsequent Support Services fees are due thirty (30) days prior to each anniversary of the Effective Date.

5.3 **Reinstatement Fee.** If Customer terminates or fails to renew the applicable Rules Subscription or the Support Services under the License Model, Customer may at any time during the term of this Agreement request that Kryptowire reinstate the applicable Rules Subscription or the Support Services provided that Customer shall pay the first annual fee due for such Rules Subscription or the Support Services, as applicable.

5.4 **Professional Services Fee.** For any Professional Services Customer has ordered, Customer shall pay the fees as specified in the Professional Services Terms, on the Order Form or as otherwise set forth in the Statement of Work.

5.5 **Payment.** Payment of all fees due hereunder shall be made within thirty (30) days after the date of invoice, unless otherwise specified in this Agreement or on the Order Form or in the Statement of Work. All payments must be made in U.S. Dollars. Late payments will accrue interest at the rate of one and one half percent (1½%) per month or, if lower, the maximum rate permitted under applicable law.

5.6 **Taxes.** Customer shall be responsible for all taxes, withholding, levies and other charges arising out of this Agreement for any Licensed Product licensed or Services purchased hereunder, except for taxes based on the net income of Kryptowire. Kryptowire shall state separately on its invoices taxes excluded from the fees, and the Customer agrees either to pay the amount of the taxes (based on the current value of the equipment) to the contractor or provide evidence necessary to sustain an exemption, in accordance with FAR 52.229-1 and FAR 52.229-3.

5.7 **Fee Adjustments.** Any adjusted fees shall only apply to subsequent annual terms and shall not affect the license, Subscription or Services terms for which Customer has already paid the applicable fees.

5.8 **Audit Rights.** During the term of this Agreement and for twelve (12) months thereafter, Kryptowire (or a third party auditor designated by Kryptowire and reasonably acceptable to Customer) may audit
Customer’s facilities and records to ensure that Customer’s use of the Licensed Product is in compliance with this Agreement, as long as Kryptowire or any third party auditor complies with all of Customer’s security requirements. Any such audit will be conducted during normal business hours and only upon at least ten (10) days prior written notice. If the audit reveals any usage in excess of that which is authorized under the applicable Order Form, Kryptowire shall invoice Customer all fees related to such excess usage within ten (10) days after the audit.

6. **TERM AND TERMINATION**

6.1 **Term.** The term of this Agreement will begin on the Effective Date and will continue for one (1) year, unless sooner terminated pursuant to this Section 6.

**Termination.** Recourse against the United States for any alleged breach of this agreement must be made under the terms of the Federal Tort Claims Act or as a dispute under the contract disputes clause (Contract Disputes Act) as applicable. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

6.2 **Effects of Termination.** Upon expiration or termination of this Agreement for any reason, all rights and obligations under this Agreement shall terminate except as specifically provided under this Section 6.3, and Customer shall immediately pay all amounts owed to Kryptowire under this Agreement prior to such expiration or termination. If this Agreement expires or terminates for any reason other than by Kryptowire pursuant to Section 6.2 and if Customer has elected the License Model, then the license to the Software (including all relevant restrictions) for which the perpetual license fees have been paid shall survive. If Customer’s license rights are terminated pursuant to Section 6.2, Customer shall immediately cease any use of the Licensed Product and, at Kryptowire’s option, either return or destroy such Licensed Product (and all authorized copies thereof) with a certificate of such return or destruction. Customer will also return to Kryptowire all Confidential Information obtained during the course of this Agreement. Sections 1, 3.2, 5.7, 5.9, 6.3, 7, 8, 9.2, 10 and 12 will survive expiration or termination of this Agreement for any reason.

7. **PROPRIETARY RIGHTS.** As between the parties, the Licensed Product and Services (and any software supplied therewith), including all copyrights, trade secrets, trademarks, patents, modifications and improvements and all other intellectual property rights therein, are the exclusive property of Kryptowire (and its suppliers and/or contractors, if any). Except for the rights expressly granted by Kryptowire to Customer under this Agreement, (i) Kryptowire (and its suppliers and/or contractors) reserves all right, title and interest in and to the Licensed Product and Services and all intellectual property rights therein, and (ii) no right, title, ownership interest or license in or to the Licensed Product or Services whether by implication, estoppel or otherwise, is granted, assigned or transferred to Customer under or in connection with this Agreement.

8. **CONFIDENTIAL INFORMATION.** The term “Confidential Information” shall mean any information disclosed by either party (the “Discloser”) to the other party (the “Recipient”) in connection with this Agreement that: (i) if disclosed in writing, is marked as “Confidential” or “Proprietary,” or (ii) if disclosed orally, is identified as “Confidential” or “Proprietary” at the time of disclosure or is summarized in writing shortly after the oral disclosure, or (iii) under the circumstances would reasonably be considered confidential or proprietary.

Notwithstanding the foregoing, the Licensed Product, any Deliverables, the Services (including software provided therewith), any Training materials and any modifications, improvements or information related thereto shall be considered Kryptowire Confidential Information. Recipient shall treat as confidential all Confidential Information of Discloser and shall not use such Confidential Information except as expressly permitted under this Agreement. Recipient shall not disclose such Confidential Information to any third party without Discloser’s prior written consent; provided, however, that Recipient may disclose Discloser’s Confidential Information to its employees and contractors who have entered into a written agreement with Recipient that is no less protective of Discloser’s Confidential Information than this Agreement and who have a need to know such information (including in order to provide services to Recipient). Recipient shall assume liability for use of the Confidential Information by its employees, agents, and contractors. Recipient shall use the same measures to protect Discloser’s Confidential Information that it uses to protect its own confidential information, but in no event less than reasonable measures. Notwithstanding the above, the restrictions of this Section 8 shall not apply to information that: (a) is independently developed by Recipient.
without any access to the Confidential Information of Discloser; (b) becomes known to Recipient, without restriction, from a third party without breach of any confidentiality obligation to Discloser and who had a right to disclose it; (c) is or becomes in the public domain through no act or omission of Recipient; or (d) is required to be disclosed as required by law pursuant to the order or requirement of a court, administrative agency, or other governmental body (but only to the minimum extent required to comply); provided, however, that Recipient shall provide prompt notice thereof to Discloser and shall use its reasonable efforts to obtain a protective order or otherwise prevent public disclosure of such information. Except as provided in this Section 8, neither party will disclose any terms of this Agreement to any third party other than to: (x) its attorneys, accountants and other professional advisors under a duty of confidentiality; (y) interested parties under a duty of confidentiality in connection with a proposed merger, any debt or equity financing or any public offering of shares or sale of such party’s business; or (z) in connection with a mutually agreed upon press release.

9. **Warranties**

9.1 **Performance.** Kryptowire warrants to Customer that, for a period of ninety (90) days from the Effective Date (the “Warranty Period”), the Software, when used as permitted under this Agreement and in accordance with the Documentation, will operate in substantial conformity with the Documentation. Kryptowire’s sole liability (and Customer’s sole and exclusive remedy) for any breach of this warranty shall be, in Kryptowire’s sole discretion, to replace the non-conforming Software or use commercially reasonable efforts to correct the non-conformity; provided that Kryptowire is notified in writing of such non-conformity within the Warranty Period. This warranty shall not apply if: (i) the Software is used outside the scope of this Agreement or used inconsistently with the Documentation; (ii) the Software is modified or altered in any way except by Kryptowire; or (iii) any non-conformity in the Software is due to negligence, misuse or abuse of the Software. Any replacement or error correction will not extend the original Warranty Period.

9.2 **Disclaimer.** THE LICENSED PRODUCT, SERVICES, AND ANY DELIVERABLES OR OTHER MATERIALS PROVIDED HEREUNDER ARE PROVIDED “AS IS,” EXCEPT FOR THE EXPRESS WARRANTIES IN SECTION 9.1. KRYPTOWIRE MAKES NO OTHER WARRANTIES AND HEREBY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, RESULT, EFFORT, TITLE AND NON-INFRINGEMENT. KRYPTOWIRE DOES NOT WARRANT THAT ANY LICENSED PRODUCT, DELIVERABLES, ANY SERVICES OR OTHER MATERIALS WILL BE PROVIDED ERROR FREE, WILL OPERATE WITHOUT INTERRUPTION OR WILL FULLFILL CUSTOMER’S REQUIREMENTS. CUSTOMER ACKNOWLEDGES THAT IT HAS RELIED ON NO WARRANTIES OTHER THAN THE EXPRESS WARRANTIES SET FORTH IN SECTION 9.1 AND THAT NO WARRANTIES ARE MADE BY ANY OF KRYPTOWIRE’S SUPPLIERS, CONTRACTORS, OR DISTRIBUTORS. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE PRICES OFFERED UNDER THIS AGREEMENT REFLECT THESE NEGOTIATED WARRANTY PROVISIONS. TO THE EXTENT THAT KRYPTOWIRE CANNOT DISCLAIM ANY SUCH WARRANTY AS A MATTER OF APPLICABLE LAW, THE SCOPE AND DURATION OF SUCH WARRANTY WILL BE THE MINIMUM REQUIRED UNDER SUCH LAW.

10. **Limitation of Liability.** NEITHER PARTY (INCLUDING ITS CONTRACTORS OR SUPPLIERS PERTAINING TO THIS SECTION) WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL THEORY, INCLUDING BUT NOT LIMITED TO (I) LOST PROFITS, LOST DATA OR BUSINESS INTERRUPTION, EVEN IF SUCH PARTY HAS BEEN ADVISED OF, KNOWS OF, OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, AND (II) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS OR OTHER INACCURACIES IN OR DESTRUCTIVE PROPERTIES OF THE LICENSED PRODUCT, DELIVERABLES, OR ANY SERVICES. NEITHER PARTY’S TOTAL CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, WILL EXCEED THE TOTAL FEES PAID BY CUSTOMER FOR THE LICENSED PRODUCT OR SERVICES GIVING RISE TO SUCH LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, THE LIMITATIONS OF THIS SECTION 10 WILL NOT APPLY TO
OR OTHERWISE LIMIT THE BREACH OF THE OBLIGATIONS UNDER SECTION 3.2 OR KRYPTOWIRE’S OR CUSTOMER’S BREACH OF SECTION 8. THE PARTIES ACKNOWLEDGE THAT THIS SECTION 10 REFLECTS THE AGREED UPON ALLOCATION OF RISK BETWEEN THE PARTIES, THAT NEITHER PARTY WOULD ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY, AND NO OTHER CLAUSE REGARDING LIMITATION OF LIABILITY SHALL CONTROL NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT OR ANY OTHER DOCUMENT. THIS LIMITATION OF LIABILITY WILL APPLY DESPITE THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY SET FORTH HEREIN. IN NO EVENT SHALL KRYPTOWIRE, NOR ITS DIRECTORS, EMPLOYEES, AGENTS, PARTNERS, SUPPLIERS OR CONTENT PROVIDERS, BE LIABLE UNDER CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE OR ANY OTHER LEGAL OR EQUITABLE THEORY WITH RESPECT TO THE SERVICE (INCLUDING, WITHOUT LIMITATION, ANY CONTENT) (I) FOR ANY LOSSES, DATA LOSS, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, SUBSTITUTE GOODS OR SERVICES (HOWEVER ARISING), (II) FOR ANY MALWARE, BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE (REGARDLESS OF THE SOURCE OF ORIGINATION), (III) FOR YOUR RELIANCE ON THE SERVICE OR (IV) FOR ANY DIRECT DAMAGES IN EXCESS OF (IN THE AGGREGATE) ONE- THOUSAND U.S. DOLLARS ($1000.00). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY. THE FOREGOING EXCLUSION/LIMITATION OF LIABILITY SHALL NOT APPLY TO (1) PERSONAL INJURY OR DEATH RESULTING FROM KRYPTOWIRE’S NEGLIGENCE; (2) FOR FRAUD; OR (3) FOR ANY OTHER MATTER FOR WHICH LIABILITY CANNOT BE EXCLUDED BY LAW.

11. INDEMNIFICATION

11.1 Kryptowire’s Obligation. Subject to Sections 11.2 and 11.3, Kryptowire will defend and/or settle at its own expense any action brought against Customer by a third party, to the extent that such action is based upon a claim that the Software licensed hereunder infringes any U.S. patents or Berne Convention copyrights existing as of the Effective Date or misappropriates any third party trade secret. Kryptowire will pay those costs and damages finally awarded against Customer in any such action that are specifically attributable to such claim, or those costs and damages agreed to in a monetary settlement of such claim. The foregoing obligations are conditioned on Customer: (a) notifying Kryptowire promptly in writing of such action; (b) giving Kryptowire control of the defense thereof and any related settlement negotiations to the extent permitted by 28 USC 516; and (c) cooperating and, at Kryptowire’s request and expense, assisting in such defense. Kryptowire will not reimburse Customer for any expenses incurred by Customer without the prior written approval of Kryptowire. Customer may also participate in the defense at its own expense.

11.2 Option. If the Software becomes, or in Kryptowire’s opinion is likely to become, the subject of an infringement claim that Kryptowire is required to defend pursuant to Section 11.1, then Kryptowire may (at its option and expense) either (a) procure for Customer the right to continue using the affected Software or (b) replace or modify the affected Software so that it becomes non-infringing. If neither of the foregoing options is commercially feasible, as determined in Kryptowire’s discretion, then Kryptowire may terminate Customer’s rights to use the affected Software and return the license fees Customer has paid for such Software as reduced to reflect a three (3) year straight-line depreciation. SECTIONS 11.1 AND 11.2 STATE KRYPTOWIRE’S ENTIRE LIABILITY AND CUSTOMER’S SOLE AND EXCLUSIVE REMEDY FOR CLAIMS AND ACTIONS RELATED TO INFRINGEMENT, MISAPPROPRIATION OR VIOLATION OF ANY INTELLECTUAL PROPERTY OR OTHER PROPRIETARY RIGHTS.

11.3 Exclusions. Notwithstanding the foregoing, Kryptowire will have no obligation under this Section 11 or otherwise with respect to any infringement claim based upon: (a) any use of Software not in accordance with this Agreement or its Documentation; (b) any use of the Software in combination with other product, equipment, software or data not provided or approved of in writing by Kryptowire; (c) any use of any release of the Software other than the most current release made available to Customer; (d) any modification of the Software by any person or entity other than Kryptowire or its authorized agents or subcontractors; or

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(e) any use of the Software after Kryptowire has either made available to Customer a release that would have overcome the infringement or has terminated Customer’s right to use the Software pursuant to Section 11.2.

12. General

12.1 Notices. All notices under this Agreement must be delivered in writing in person, by courier, by facsimile or by certified or registered mail (postage prepaid and return receipt requested) to the other party at the address set forth in this Agreement and will be effective upon receipt or three (3) business days after being deposited in the mail as required above, whichever occurs sooner. Either party may change its address by giving written notice of the new address to the other party.

12.2 Relationship of Parties. The parties hereto are independent contractors, including any supplier or third party contractors required to perform services hereunder. Nothing in this Agreement shall be deemed to create an agency, employment, partnership, fiduciary or joint venture relationship between the parties. Neither party has the power or authority as agent, employee or in any other capacity to represent, act for, bind or otherwise create or assume any obligation on behalf of the other party for any purpose whatsoever. There are no third party beneficiaries to this Agreement.

12.3 Compliance with Export Control Laws. Customer acknowledges and agrees that it will comply with all applicable export and import control laws and regulations of the United States and foreign jurisdictions in which the Licensed Product and any Deliverables are used and, in particular, Customer will not export or re-export the Licensed Product or Deliverables without all required United States and foreign government licenses. Customer will defend, indemnify, and hold harmless Kryptowire from any breach of the foregoing.

12.4 Assignments. Customer shall not assign this Agreement or any rights or obligations hereunder without the prior written consent of Kryptowire, except in the event of a transfer of all or substantially all of Customer’s business assets, whether by merger, sale of assets, sale of stock or otherwise, unless the assignee, transferee, or surviving entity is a competitor of Kryptowire, in which case Customer must obtain Kryptowire’s prior written consent. Any attempted assignment or transfer by Customer in violation of the foregoing will be void. Subject to the foregoing, this Agreement will bind and inure to the benefit of each party’s permitted successors and assigns.

12.5 U.S. Government End Users. The Licensed Product and each Deliverable 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. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government end users acquire the Licensed Product and Deliverables with only those rights set forth under this Agreement.

12.6 Governing Law and Venue. This Agreement will be governed by the Federal laws of the United States without regard for its conflict of law principles. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. This Agreement is written and will be construed in the English language.

12.7 Remedies. Except as specifically provided otherwise in this Agreement, the parties’ rights and remedies under this Agreement may be cumulative.

12.8 Waivers. All waivers must be in writing. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

12.9 Severability. If any provision of this Agreement is adjudicated to be unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

12.10 Force Majeure. Except for Customer’s obligations to pay Kryptowire hereunder, neither party shall be liable to the other party for any failure or delay in performance caused by reasons beyond its reasonable control. Each party shall provide the other party prompt, written notification in the event it experiences any
force majeure event. In the case of Kryptowire (including its contractors or suppliers), the time for performance shall be extended for the period of delay or inability to perform due to such occurrences.

12.11 Entire Agreement. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior or contemporaneous agreements, understandings and communications, whether written or oral. This Agreement may be amended only by a written document signed by both parties. The terms of this Agreement will control over any conflicting provisions on an Order Form, any standard terms and conditions set forth in either party’s form documents (including any purchase order or click-through agreement contained on a Web site or any Customer form agreement or document); however, this Agreement shall not supersede the terms and conditions of the underlying GSA Schedule contract or any resulting order negotiated and executed by the parties. An original, facsimile, or electronically signed Agreement or attachment hereto will be considered a valid, executed document.

12.12 Counterparts. This Agreement may be executed in counterparts, each of which will be considered an original, but all of which together will constitute the same instrument.

12.13

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date:

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