

Riscure, Inc. Standard Terms and Conditions

1. DEFINITIONS.

Acceptance means the process set forth in Section 4 by which Customer will determine whether a Deliverable conforms to its Requirements.

Agreement means the Riscure-prepared agreement, proposal or other document into which these Standard Terms and Conditions are incorporated.

Confidential Information means non-public information of or about a Party that other Party gains access to in oral, written, electronic or any other form in the course of carrying out the Agreement and includes, without limitation, the terms of the Agreement.

Customer means the customer identified in the Agreement.

Customer Responsibilities means (i) all responsibilities that are so specified in the Agreement and (ii) furnishing all information and resources in Customer's possession that are required for Riscure to perform the Services.

Deliverable means any invention, design, process, methodology, work of authorship or other item that Riscure develops for and provides to Customer in the course of performing Services.

Party means Riscure or Customer.

Pre-existing Intellectual Property means inventions, designs, processes, methodologies, works of authorship and other items developed by a Party, or acquired by a Party from a third party, prior to the effective date of the Agreement.

Requirements means specifications set forth in the Agreement that will be the basis for Acceptance.

Riscure means Riscure, Inc., a California corporation.

Services means services to be performed by Riscure under the Agreement pursuant to Customer's request and with Customer's express permission.

Standard Terms and Conditions means the terms and conditions set forth in this document.

2. **RISCURE OBLIGATIONS.** Riscure will perform all Services.

3. **CUSTOMER RESPONSIBILITIES.** Customer will satisfy all Customer Responsibilities. Customer acknowledges that its failure or delay in satisfying any Customer Responsibility may adversely affect Riscure's ability to satisfy its performance obligations.

4. **ACCEPTANCE.** Customer is responsible for completing Acceptance within three weeks of Deliverable's delivery by Riscure. If Customer does not complete Acceptance within that time, the Deliverable will be deemed accepted. If Customer finds any material way that the Deliverable does not comply with the Requirements, Customer will promptly so notify Riscure, providing details regarding the nature of the non-compliance sufficient to allow Riscure to rectify it. Riscure will use commercially reasonable efforts to rectify the non-compliance as quickly as possible and, upon such rectification, will return the Deliverable to Customer to resume Acceptance. The Parties will conduct as many rounds of Acceptance as may be required to rectify any non-compliance. Upon Customer's acceptance or deemed acceptance, Customer will be obligated to pay for the Services as set forth in the Agreement.

5. **PURCHASE ORDERS.** Riscure will accept Customer's signed purchase order stating that it is subject to the terms of the Agreement. Terms and conditions other than payment amount contained in any purchase order will have no force or effect.

6. **PAYMENT.** In consideration of Riscure's performance of Services, Customer will pay the fees specified in the Agreement. Payment is due within 30 days. If any amount is not paid in full when due, Customer will pay interest on the unpaid amount at a rate equal to the lesser of 1% per month or the maximum rate permitted by applicable law from the due date to the date of full payment. Customer will reimburse Riscure for all costs, including attorneys' fees, incurred in collecting past due payments. Customer is responsible for payment of all applicable taxes other than franchise taxes and taxes on Riscure's net income.

7. **PROPRIETARY RIGHTS – PRE-EXISTING INTELLECTUAL PROPERTY.** Each Party will retain ownership of its Pre-existing Intellectual Property. Each Party hereby grants to the other Party, and as applicable to the other Party's contractors, so long as the Agreement remains in effect, a non-exclusive, worldwide, fully-paid, revocable (in the event the other Party breaches any provision of the Agreement) license to use, reproduce and modify the Party's Pre-existing Intellectual Property solely for the purposes of the Agreement.

8. **PROPRIETARY RIGHTS – DELIVERABLES.** Riscure will own the Deliverables. Upon satisfaction of Customer's payment obligations, Riscure hereby grants to Customer, and as applicable to Customer's contractors, a non-exclusive, worldwide, fully-paid, revocable (in the event Customer breaches any provision of the Agreement) license to use, reproduce and modify all Deliverables and any Riscure Pre-existing Intellectual Property incorporated therein.

9. **CONFIDENTIALITY.** If there is a separate, signed confidentiality agreement between the Parties that applies to Confidential Information, then the Parties' rights and obligations regarding Confidential Information will be governed by that agreement; otherwise, those rights and obligations will be as set forth below. Each Party will protect the other Party's Confidential Information by (i) using it only for the purposes of the Agreement, (ii) disclosing it only to the Party's personnel strictly on a need-to-know basis and not to any third party and (iii) taking such measures as it takes to protect its own confidential information of like kind, and in any event a reasonable level of care. The obligations set forth in the preceding sentence will not apply in the event, and only to the extent, that the Confidential Information is (i) already in the receiving Party's possession without obligation of confidentiality, (ii) obtained from a third party without obligation of confidentiality, (iii) independently developed by the receiving Party, (iv) disclosed by the other Party to a third party without obligation of confidentiality, or (v) required to be disclosed by applicable law or governmental order, in which case the receiving Party will, as promptly as possible and before making the disclosure, notify the other Party of its intention to make the disclosure.

10. **LIMITED WARRANTY.** Riscure warrants that it will provide Services in a professional and workmanlike manner to standards generally accepted in the industry. Customer's exclusive remedy for breach of foregoing warranty will be to require Riscure to re-perform the Services in accordance with the warranty. **THE FOREGOING WARRANTY CONSTITUTES RISCURE'S SOLE WARRANTY WITH RESPECT TO SERVICES, AND THE FOREGOING REMEDY CONSTITUTES CUSTOMER'S EXCLUSIVE REMEDY FOR BREACH OF THAT WARRANTY. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, WRITTEN OR ORAL, STATUTORY, EXPRESS, OR IMPLIED. RISCURE EXPRESSLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY,**

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FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

11. LIMITATION OF LIABILITY. EXCEPT AS CONCERNS CONFIDENTIALITY AND INDEMNIFICATION OBLIGATIONS, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT AS CONCERNS CONFIDENTIALITY AND INDEMNIFICATION OBLIGATIONS, THE MAXIMUM CUMULATIVE LIABILITY OF RISCURE FOR ANY AND ALL DAMAGES ARISING OUT OF THE AGREEMENT WILL NOT EXCEED THE TOTAL AMOUNT THAT CUSTOMER HAS ACTUALLY PAID TO RISCURE UNDER THE AGREEMENT. FURTHERMORE, RISCURE WILL HAVE NO LIABILITY FOR ANY CUSTOMER OR THIRD-PARTY DAMAGES ARISING FROM CUSTOMER'S IMPLEMENTATION OF ANY RECOMMENDATION OR PROCEDURE SET FORTH IN ANY DELIVERABLE.

12. INDEMNIFICATION BY RISCURE. Riscure will defend, indemnify and hold harmless Customer against any third-party claim that any Deliverable infringes the third party's United States patent, copyright or trademark or misappropriates the third party's trade secret if Customer promptly notifies Riscure of such claim. Riscure will be entitled to control, and will assume full responsibility for, the defense of such claim. Customer will cooperate in all reasonable respects with Riscure, at Riscure's expense, in the investigation, trial and defense of such claim any appeal arising therefrom. Riscure will be relieved of its obligations set forth in this Section to the extent that any claim is based upon any materials or information provided by Customer; modification of the Deliverable by Customer or any third party; combination of the Deliverable with any product not provided by Riscure; or use of the Deliverable other than as contemplated by the Agreement. Furthermore, Riscure will be relieved of its obligations set forth in this Section to the extent that any claim is based on Customer's implementation of any recommendation or procedure set forth in any Deliverable, it being Customer's responsibility to ensure that such implementation does not infringe or misappropriate any third-party intellectual property rights.

13. INDEMNIFICATION BY CUSTOMER. Customer acknowledges that, in the course of providing Services, Riscure (i) may test the security of Customer's systems or products by performing penetration tests and vulnerability scans and (ii) in the course of such testing may use techniques such as transmitting false signals or false keys and reverse engineering products. Except as concerns claims that are subject to indemnification by Riscure pursuant to Section 12, Customer will defend, indemnify and hold harmless Riscure against any third-party claim that arises from or is related to the Services if Riscure promptly notifies Customer of such claim. Customer will be entitled to control, and will assume full responsibility for, the defense of such claim. Riscure will cooperate in all reasonable respects with Customer, at Customer's expense, in the investigation, trial and defense of such claim any appeal arising therefrom.

14. FORCE MAJEURE. Neither Party will be liable for any failure or delay in performing any obligation under the Agreement, other than payment obligations, because of war, terrorism, sabotage, riot, strikes, lock-outs, labor stoppage, freight embargoes, fires, explosions, flood, earthquakes, other acts of God, failure of electrical power or telecommunications services, or any other circumstances beyond the Party's reasonable control.

15. AMENDMENT. The Parties may amend the Agreement only by a written instrument signed by each Party.

16. ASSIGNMENT. Neither Party may assign the Agreement without the written consent of the other Party.

17. SUBCONTRACTING. Riscure may subcontract any of its obligations under the Agreement, and may disclose Customer's Confidential Information, to any third party, including without limitation its Netherlands affiliate Riscure BV, so long as the subcontractor has agreed to confidentiality provisions at least as strict as those set forth in Section 9. Riscure will remain responsible for the performance of any obligations that it subcontracts.

18. TERMINATION AND SURVIVAL. Either Party may terminate the Agreement immediately upon notice to the other Party if (i) the other Party fails to perform any material obligation hereunder and does not cure such failure within 30 days of receiving notice thereof, or (ii) the other Party admits an inability to pay its debts; enters into a composition or arrangement with its creditors; has a trustee or receiver appointed, with or without the other Party's consent; or files or has filed against it a petition for relief under the Bankruptcy Code or any similar federal or state statute. Sections 1, 6 through 14, and 19 through 23 will survive termination of the Agreement.

19. INDEPENDENT CONTRACTOR. Riscure is an independent contractor of Customer. Neither Party will have any right, power or authority to create any obligations on behalf of the other.

20. NO THIRD-PARTY BENEFICIARIES. There are no third-party beneficiaries of the Agreement.

21. ENTIRE AGREEMENT; SEVERABILITY. The Agreement, into which these Standard Terms and Conditions are incorporated, constitutes the entire agreement between the Parties regarding its subject matter and supersedes all previous negotiations, proposals and understandings regarding its subject matter. If any provision of the Agreement will be found to be invalid or unenforceable, then the remainder of the Agreement will remain in full force and effect, and that provision will be deemed deleted.

22. INJUNCTIVE RELIEF. The Parties acknowledge that a breach of Section 9 may give rise to irreparable injury for which damages are not adequate compensation. Accordingly, each Party may seek, without obligation to post any bond, injunctive relief against any such breach or threatened breach in addition to any other remedies that the Party may have.

23. CHOICE OF LAW; JURISDICTION AND VENUE. The Agreement will be governed by and construed in accordance with the laws of the State of California excluding its conflict of laws provisions. The Parties consent to the exclusive jurisdiction of the state and federal courts in the City and County of San Francisco, California and expressly waive any objection or defense based on lack of personal jurisdiction or venue in connection with any dispute arising out of or relating to the Agreement or its breach.