End-User Agreement

This Agreement governs End-User's use of and access to the Security/Privacy Software-as-a-Service (the "Service").

1. Service Description.

Upon End-User's completion of the Agreement and Data Theorem's acceptance of End-User's request, End-User will be entitled to use the Service in accordance with the terms of this Agreement. The Service will permit Data Theorem to monitor/scan applications identified by End-User for security exposures & data privacy gaps contained within the Service's database. Data Theorem will automatically provide End-User with the results of such scans, including items that summarize Data Theorem's findings regarding the applications identified by End-User for scanning as well as secure code to remediate selected issues (the "Results"). End-User also must notify Data Theorem in writing if End-User desires to increase the number of applications scanned under the Service. Any increase in the number of applications covered by the Service may require the payment of additional fees. Full details of the fees & service are listed in Exhibit A and Exhibit B respectively.

2. Grant of Rights.

Subject to End-User's payment of any applicable fees and End-User's compliance with the terms and conditions of this Agreement, Data Theorem grants End-User a non-exclusive, non-transferable right to access the Service's user interface and to reproduce solely for End-User's own internal business purposes.

3. Restrictions.

The rights granted to End-User in this Agreement are subject to the following restrictions, and End-User hereby covenants as follows: (a) End-User may not rent, lease, or loan the Service, or any part thereof. Neither may End-User permit third parties to benefit from the use or functionality of the Service via timesharing, service bureau arrangements or otherwise. (b) While there is no software transfer necessary from Data Theorem to End-User to effectuate the Service, End-User agrees not to reverse engineer, decompile, or disassemble any software that is

embedded in or related to the Service, or otherwise attempt to derive the processes by which the Service is provided or the Results are generated, except to the extent the foregoing restriction is expressly prohibited by applicable law. (c) End-User may not use the Service except for the limited purpose of security & privacy management with regard to the applications for which End-User has purchased a subscription package.

4. Fees & Payment.

End-User agrees to pay to Data Theorem the Fees, which will be billed to End-User according to the schedule set forth in Exhibit A. Upon the Effective Date, End-User shall be obligated to pay Data Theorem, as applicable, (a) the fees attributable to the subscription package(s) purchased by the End-User. For End-User's initial purchase, such fees will be according to the Exhibit A. For subsequent purchases (including renewals), such fees will be according to Data Theorem's applicable list price, or at such other price to which the End-User and the Data Theorem may agree. The applicable monitoring/scanning fees may change if End-User adds applications in the manner described in Section 1. Data Theorem reserves the right to change the list price for the Service at any time; provided, however, that if End-User has already paid for Service for a particular subscription term, the price will not be changed during the term of such subscription. Payment from End-User will be due and payable within thirty (30) days of the date of the applicable invoice. Payments by End-User that are past due will be subject to interest at the rate of one percent (1%) per month (or the maximum allowed by applicable law). End-User will be solely responsible for payment of any and all taxes and duties (including value-added tax, turnover tax, gross receipts tax, sales or use tax and customs duties) arising from or imposed on any transactions conducted or products delivered hereunder, excluding taxes based on Data Theorem's net income. Without limiting the foregoing, if any amount payable by End-User under this Agreement should be subjected to any deduction or withholding on account of any tax or charge, End-User shall pay such additional amounts as may be required in order that the net amount actually received, after deduction or withholding of all related taxes and charges, shall be equal to the amount expressed to be payable pursuant to the terms of this Agreement.

5. Initial Term; Termination by End-User.

The Initial Term of this Agreement and of End-User's subscription to the Service will begin on the effective date and continue until all Purchase Orders/Payments made under this Agreement have expired or are terminated. Sections 6 through 12 will survive any termination or expiration of this Agreement.

6. Ownership.

As between the parties, all title, copyrights, trademarks, service marks, patents, patent applications and all other intellectual proprietary rights now known or hereafter recognized in any jurisdiction in and to the Service, Results, and the design--and in each case all software embedded therein or related thereto, all data and information contained therein (excluding individual/application-specific factual data gathered from the End-User's application)--(the "Intellectual Property Rights") are owned by Data Theorem and/or its licensors, and End-User agrees to make no claim of interest in or ownership of any such Intellectual Property Rights. End-User further acknowledges that the structure, organization, and code of all software embedded in or related to the Service are the valuable trade secrets of Data Theorem and/or its licensors. End-User acknowledges that no title to the Intellectual Property Rights in the Service or the Results is transferred to End-User.

7. Confidentiality.

Each party agrees to keep in confidence any confidential or proprietary information it receives from the other party hereunder ("Confidential Information"). Neither party shall disclose Confidential Information of the other party to third parties nor use such Confidential Information for any purpose other than as expressly set forth in this Agreement. To be accorded treatment as Confidential Information under this Agreement, the disclosing party must identify any such information as confidential or proprietary at the time of disclosure. Notwithstanding the marking requirement, all data regarding End-User's application (including data that Data Theorem obtains as a result of its provision of the Service hereunder) will be deemed Confidential Information of the End-User, and all data and information contained within the Service or the Results (excluding End-User's Confidential Information) and all information concerning or materially, will be deemed Confidential Information of Data Theorem Information that is already in the public domain through no fault of the receiving party, or was already known to the receiving party through no breach of a confidentiality obligation to the disclosing party, shall not be treated as

Confidential Information hereunder. End-User may not access, use or refer to any information or data contained within the Service or the Results except for the limited purpose of management with regard to the applications for which End-User has purchased a subscription package. Data Theorem can use anonymized aggregated data of End-User application results to provide statistical comparison against other Data Theorem customers, provided that such data cannot be identified to or associated with End-User or the specific systems scanned.

8. Identification of Applications.

(a) Because of the sensitive nature of performing security & data privacy scans on applications, End-User represents and warrants that End-User has full right, power, and authority to consent to have the Service test for data exposures in the applications identified to Data Theorem for scanning, whether electronically or by any other means. Without limiting any other remedy that Data Theorem may have, End-User agrees to indemnify and hold Data Theorem harmless from and against any and all liabilities, losses, damages, costs and expenses, including without limitation reasonable attorneys' fees and costs, incurred by Data Theorem resulting from End-User's breach of Section 10.

9. Indemnification.

Data Theorem will defend, indemnify and hold harmless End-User from and against any and all claims, losses, liabilities, damages and expenses (including, without limitation, reasonable attorneys' fees) arising from any claim brought against End-User by a third party alleging that the Service or Results infringe or misappropriate a third party's intellectual property or proprietary rights, provided that End User grants Data Theorem sole control over defense or settlement of such claim and cooperates reasonably in the defense or settlement of such claim. If End-User's use of the Service or Results is enjoined as a result of such a claim of infringement, or if Data Theorem determines that it is likely to be so enjoined, Data Theorem will, at its option, (a) procure for End-User the right to continue using the item in accordance with its rights under this Agreement, (b) replace or modify the item with a substantially equivalent non-infringing item; or (c) terminate this Agreement and refund to End-User a pro-rata portion of the amounts paid by End-User hereunder in connection with the Agreement based on the unexpired portion of the Subscription at the time of such termination.

10. Limitation of Liability.

UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, WHETHER IN TORT, CONTRACT OR OTHERWISE, SHALL DATA THEOREM, ITS SUCCESSORS OR ASSIGNS BE LIABLE TO END-USER UNDER THIS AGREEMENT FOR ANY LOSS OF PROFITS, LOSS OR CORRUPTION OF DATA, EQUIPMENT, APPLICATION OR NETWORK DOWNTIME, OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES OF ANY KIND WHATSOEVER ARISING FROM OR RELATED TO THIS AGREEMENT OR END-USER'S USE OR INABILITY TO USE THE SERVICE OR, RESULTS, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL DATA THEOREM'S TOTAL LIABILITY TO END-USER FOR ALL DAMAGES IN ANY ONE OR MORE CAUSES OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED THE AMOUNTS PAID BY END-USER FOR THE SERVICE DURING THE TWELVE MONTHS PRECEDING THE ACCRUAL OF SUCH ACTION. The foregoing provisions shall be enforceable to the maximum extent permitted by applicable law. This Section shall survive the termination or expiration of this Agreement.

11. Reference.

End-User will (a) make one or more representatives reasonably available for reference inquiries from potential Data Theorem customers and partners, (b) permit Data Theorem to create and publish a case study describing in general terms the nature of End-User's use of the Service and related information without revealing End-User's confidential information, (c) allow the name and logo of End-User to be posted on Data Theorem's web site and in marketing and advertising materials subject to compliance with End-Users brand guidelines or other specifications regarding logo usage, and (d) Data Theorem will allow End-User to post Data Theorem name & logo on marketing and advertising materials subject to compliance with End-Users brand guidelines or other specifications regarding logo usage.

12. General.

This Agreement is governed by the laws of the United States and the State of California, without reference to conflict of laws principles. Any dispute between End-User and Data Theorem regarding this Agreement will be subject to the

exclusive jurisdiction of the state and federal courts in the State of California. This Agreement is the entire agreement between End-User and Data Theorem and supersedes any other communications or advertising with respect to the Service and documentation, including any additional terms or conditions submitted by End-User, whether part of a purchase order or otherwise. If any provision of this Agreement is held invalid, the remainder of this Agreement will continue in full force and effect. No provision of this Agreement shall be deemed waived or modified except in a writing signed by an authorized representative of Data Theorem End-User may not assign this Agreement except pursuant to a merger, or sale of all or substantially all of End-User's assets without the prior written consent of Data Theorem. All notices or approvals under this Agreement shall be directed to the billing addresses as set forth below or as may be revised in writing from time to time. The parties to this Agreement are independent contractors. Neither party is an agent, representative, joint venture, or partner of the other party. Neither party shall have any right, power or authority to enter into any agreement for or on behalf of, or incur any obligation or liability of, or to otherwise bind the other party. Each party shall bear its own costs and expenses in performing this Agreement.