

PacketViper End User License Agreement

This Commercial Supplier Agreement and Software License Agreement and Services (“Agreement”) is between the Customer, as defined below, having its principal place of business at [insert] as set forth in a Purchase Order, Annex, Statement of Work, or similar document, and the GSA Multiple Award Schedule (MAS) Contractor acting on behalf of Viper Network Systems, LLC with its principal place of business at 920 Irwin Run Road, West Mifflin, PA 15122. This Agreement governs the Customer’s use of the Viper Network software (the “Licensed Software”) and the Viper Network documentation made available for use with such software. “You” and “Customer” mean the Government Customer (Agency) who, under the GSA MAS Program, is the “Ordering Activity,” defined as an “entity authorized to order under GSA Schedule Contracts” as defined in GSA Order [Insert order # (“GSA Order”), as such order may be revised from time to time.

IMPORTANT: PLEASE READ THIS END USER LICENSE AGREEMENT CAREFULLY. DOWNLOADING, INSTALLING OR USING VIPER NETWORK SYSTEMS, LLC OR VIPER NETWORK SYSTEMS, LLC-SUPPLIED SOFTWARE CONSTITUTES ACCEPTANCE OF THIS AGREEMENT. VIPER NETWORK SYSTEMS, LLC IS WILLING TO LICENSE THE SOFTWARE TO YOU ONLY UPON THE CONDITION THAT YOU ACCEPT ALL OF THE TERMS CONTAINED IN THIS LICENSE AGREEMENT. BY DOWNLOADING OR INSTALLING THE SOFTWARE, OR USING EQUIPMENT THAT CONTAINS THIS SOFTWARE, YOU ARE BINDING YOURSELF AND THE BUSINESS ENTITY THAT YOU REPRESENT (COLLECTIVELY, 'CUSTOMER') TO THIS AGREEMENT. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, THEN VIPER NETWORK SYSTEMS, LLC IS UNWILLING TO LICENSE THE SOFTWARE TO YOU AND (A) DO NOT DOWNLOAD, INSTALL OR USE THE SOFTWARE, AND (B) YOU MAY RETURN THE SOFTWARE FOR A FULL REFUND, OR, IF THE SOFTWARE IS SUPPLIED AS PART OF ANOTHER PRODUCT, YOU MAY RETURN THE ENTIRE PRODUCT FOR A FULL REFUND. YOUR RIGHT TO RETURN AND REFUND EXPIRES 30 DAYS AFTER PURCHASE FROM VIPER NETWORK SYSTEMS, LLC OR AN AUTHORIZED VIPER NETWORK SYSTEMS, LLC RESELLER, AND APPLIES ONLY IF YOU ARE THE ORIGINAL CUSTOMER. The following terms of this End User License Agreement ('Agreement') govern Customer's access and use of the Software, except to the extent (a) there is a separate signed agreement between

Customer and Viper Network Systems, LLC governing Customer's use of the Software. To the extent of a conflict between the provisions of the foregoing documents, the order of precedence shall be (1) the signed agreement, (2) this End User License Agreement.

License

Conditioned upon compliance with the terms and conditions of this Agreement, Viper Network Systems, LLC ('Viper Network Systems, LLC'), grants to Customer a nonexclusive and nontransferable license to use for Customer's internal business purposes the Software and the Documentation for which Customer has paid the required license fees. 'Documentation' means written information (whether contained in user or technical manuals, training materials, specifications or otherwise) specifically pertaining to the Software and made available by Viper Network Systems, LLC with the Software in any manner. Customer's license to use the Software shall be limited to, and Customer shall not use the Software in excess of, a single hardware chassis or card or that number of agent(s), concurrent users, sessions, IP addresses, port(s), seat(s), server(s), site(s), or authorized users, as set forth in the applicable purchase order which has been accepted by Viper Network Systems, LLC and for which Customer has paid to Viper Network Systems, LLC the required license fee.

Unless otherwise expressly provided in the Documentation, Customer shall use the Software solely as provided from Viper Network Systems, LLC for Customer's internal business purposes.

General Limitations

This is a license, not a transfer of title, to the Software and Documentation, and Viper Network Systems, LLC retains all right, title and interest in and to the Software and Documentation. Customer acknowledges that the Software and Documentation contain trade secrets of Viper Network Systems, LLC. Accordingly, except as otherwise expressly provided under this Agreement, Customer shall have no right, and Customer specifically agrees not to: (i) transfer, assign or sublicense its license rights to any other person or entity, or use the Software except as authorized by Viper Network Systems, LLC, and Customer acknowledges that any attempted transfer, assignment, sublicense or use shall be void; (ii) make error corrections to or otherwise modify or adapt the Software or create derivative works based upon the Software, or permit third parties to do the same; (iii) reverse engineer or decompile, decrypt, disassemble or otherwise reduce the Software to human-readable form, except to the extent otherwise expressly permitted under applicable law notwithstanding this restriction; (iv) use or permit the Software to be used to perform services for third parties without the express written authorization of Viper Network Systems, LLC; or (v) disclose, provide, or otherwise make available trade secrets contained within the Software and Documentation in any

form to any third party without the prior written consent of Viper Network Systems, LLC. Customer shall implement reasonable security measures to protect such trade secrets. Customer shall observe strict obligations of confidentiality with respect to such information and shall use such information in compliance with any applicable terms and conditions upon which Viper Network Systems, LLC makes such information available.

Software, Upgrades and Additional Copies

For purposes of this Agreement, 'Software' shall include (and the terms and conditions of this Agreement shall apply to) computer programs provided to Customer by Viper Network Systems, LLC or an authorized Viper Network Systems, LLC reseller, and any upgrades, updates, bug fixes or modified versions thereto (collectively, 'Upgrades') or backup copies of the Software licensed or provided to Customer by Viper Network Systems, LLC or an authorized Viper Network Systems, LLC reseller.

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT: (1) CUSTOMER HAS NO LICENSE OR RIGHT TO USE ANY ADDITIONAL COPIES OR UPGRADES UNLESS CUSTOMER, AT THE TIME OF ACQUIRING SUCH COPY OR UPGRADE, ALREADY HOLDS A VALID LICENSE TO THE ORIGINAL SOFTWARE AND HAS PAID THE APPLICABLE FEE FOR THE UPGRADE OR ADDITIONAL COPIES; (2) USE OF UPGRADES IS LIMITED TO CUSTOMERS HOLDING A VALID LICENSE TO USE THE SOFTWARE WHICH IS BEING UPGRADED; AND (3) THE MAKING AND USE OF ADDITIONAL COPIES IS LIMITED TO NECESSARY BACKUP PURPOSES ONLY.

Proprietary Notices

Customer agrees to maintain and reproduce all copyright and other proprietary notices on all copies, in any form, of the Software in the same form and manner that such copyright and other proprietary notices are included on the Software. Except as expressly authorized in this Agreement, Customer shall not make any copies or duplicates of any Software without the prior written permission of Viper Network Systems, LLC.

Term and Termination

This Agreement and the license granted herein shall remain effective until terminated. Customer may terminate this Agreement and the license at any time by destroying all copies of Software and any Documentation. Upon termination, Customer shall destroy all copies of Software and Documentation in its possession or control. All confidentiality obligations of Customer and of Viper Network Systems, LLC, and all

limitations of liability and disclaimers and restrictions of warranty shall survive termination of this Agreement. In addition, the provisions of the section titled 'U.S. Government End User Purchasers' shall survive termination of this Agreement. Termination of this agreement shall be governed by GSAR 552.212-4.

Customer Records

Customer grants to Viper Network Systems, LLC and its independent accountants the right to examine Customer's book, records and accounts during Customer's normal business hours with two weeks advance notice to verify compliance with this Agreement. Further, such inspection shall be contingent upon adherence to End User's security requirements, including any requirement for personnel to be cleared prior to accessing sensitive facilities. Carahsoft, on behalf of Viper Network Systems LLC shall give End User notice of any Viper Network Systems LLC requested audit. If End User's security requirements are not met, then upon Viper Network Systems LLC request, End User will run a self-assessment with tools provided by, and at the direction of Viper Network Systems LLC Vendor to verify End User's compliance with the terms of this Agreement.

The Contract Disputes Act of 1978, as amended (41 U.S.C. §§ 7101-7109), shall govern any issues or disputes raised with respect to this Agreement. Failure of the parties to reach agreement on any request for equitable adjustment, claim, appeal, or action arising under or relating to this Agreement will be a dispute to be resolved in accordance with the clause at FAR Clause 52.233-1, which is incorporated in this Agreement by reference.

Export

Software and Documentation, including technical data, may be subject to U.S. export control laws, including the U.S. Export Administration Act and its associated regulations, and may be subject to export or import regulations in other countries. Customer agrees to comply strictly with all such regulations and acknowledges that it has the responsibility to obtain licenses to export, re-export, or import Software and Documentation.

U.S Government End User Purchasers

The Software and Documentation qualify as 'commercial items', as that term is defined at Federal Acquisition Regulation ('FAR') (48 C.F.R. 2.101), consisting of 'commercial computer software' and 'commercial computer software documentation' as such terms are used in FAR 12.212. Consistent with FAR 12.212 and DoD FAR Supp. 227.7202-

1 through 227.7202-4, and notwithstanding any other FAR or other contractual clause to the contrary in any agreement into which this Agreement may be incorporated, Customer may provide to Government end user or, if this Agreement is direct, Government end user will acquire, the Software and Documentation with only those rights set forth in this Agreement. Use of either the Software or Documentation or both constitutes agreement by the Government that the Software and Documentation are 'commercial computer software' and 'commercial computer software documentation,' and constitutes acceptance of the rights and restrictions herein.

Limited Warranty

Subject to the limitations and conditions set forth herein, Viper Network Systems, LLC warrants that commencing from the date of sale to Customer (but in case of resale by an authorized Viper Network Systems, LLC reseller, commencing not more than ninety (90) days after original date of sale by Viper Network Systems, LLC), and continuing for a period of ninety (90) days: (i) the media on which the Software is furnished will be free of defects in materials and workmanship under normal use; and (ii) the Software substantially conforms to the Documentation. Except for the foregoing, the Software is provided on an AS IS and AS AVAILABLE basis. This limited warranty extends only to the Customer who is the original licensee. Customer's sole and exclusive remedy and the entire liability of Viper Network Systems, LLC and its suppliers and licensors under this limited warranty will be replacement of defective media subject to the condition that any error or defect constituting a breach of this limited warranty is reported to Viper Network Systems, LLC within the warranty period. Viper Network Systems, LLC or the party supplying the Software to Customer may, at its option, require return of the Software as a condition to the remedy.

Restrictions

This warranty does not apply if the Software (a) has been altered, except by Viper Network Systems, LLC, or (b) has not been installed, operated, repaired, or maintained in accordance with instructions supplied by Viper Network Systems, LLC, or (c) is licenses for beta, evaluation, testing or demonstration purposes for which Viper Network Systems, LLC does not charge a purchase price or license fee.

Disclaimer of Warranty

VIPER NETWORK SYSTEMS, LLC IS NOT RESPONSIBLE FOR DELAYS, DELIVERY FAILURES, INTERCEPTIONS FAILURES, DATA LOSSES OR ANY CYBER PENETRATION OR ATTACK AS A RESULT OF USE OR FAILURE OF VIPER NETWORK SYSTEMS, LLC SOFTWARE OR THE TRANSFER OF DATA OVER THE INTERNET OR OTHER COMMUNICATIONS NETWORKS. VIPER

NETWORK SYSTEMS, LLC (INCLUDING ITS SUPPLIERS) DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SATISFACTORY QUALITY, NON-INTERFERENCE, ACCURACY OF INFORMATIONAL CONTENT, OR ARISING FROM A COURSE OF DEALING, LAW, USAGE, OR TRADE PRACTICE, TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW. Viper Network Systems, LLC SOFTWARE is not designed or intended for use in hazardous environments OR WITH requiring fail-safe performance or other high risk activities. VIPER NETWORK SYSTEMS, LLC EXPRESSLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR HIGH RISK ACTIVITIES

Viper Network Systems, LLC DOES NOT warrant that the Software is error free or that Customer will be able to operate the Software without problems or interruptions. In addition, due to the continual development of new techniques for intruding upon and attacking networks, Viper Network Systems, LLC does not warrant that the Software or any equipment, system or network on which the Software is USED will be free of vulnerability to intrusion or attack. Viper Network Systems, LLC assumes NO RESPONSIBILITY FOR the TIMELINESS, DELETION, MIS-DELIVERY, BREACH OR FAILURE TO PREVENT ANY CYBER THREAT to the software or customer.

TO THE EXTENT AN IMPLIED WARRANTY CANNOT BE EXCLUDED, SUCH WARRANTY IS LIMITED IN DURATION TO THE EXPRESS WARRANTY PERIOD. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, THE ABOVE LIMITATION MAY NOT APPLY. THIS WARRANTY GIVES CUSTOMER SPECIFIC LEGAL RIGHTS, AND CUSTOMER MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION.

Disclaimer of Liabilities

REGARDLESS WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL VIPER NETWORK SYSTEMS, LLC BE LIABLE FOR ANY LOST REVENUE, PROFIT, OR LOST OR DAMAGED DATA, BUSINESS INTERRUPTION, LOSS OF CAPITAL, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY OR WHETHER ARISING OUT OF THE USE OF OR INABILITY TO USE SOFTWARE OR OTHERWISE AND EVEN IF VIPER

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BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW LIMITATION OR EXCLUSION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. Customer agrees that the limitations of liability and disclaimers set forth herein will apply regardless of whether Customer has accepted the Software delivered by Viper Network Systems, LLC. Customer acknowledges and agrees that Viper Network Systems, LLC has set its prices and entered into this Agreement in reliance upon the disclaimers of warranty and the limitations of liability set forth herein, that the same reflect an allocation of risk between the parties (including the risk that a contract remedy may fail of its essential purpose and cause consequential loss), and that the same form an essential basis of the bargain between the parties.. This agreement is subject to the Contracts Disputes Act of 1978 (41. U.S.C §§ 7101-7109) and Federal Tort Claims Act (28 U.S.C. §1346(b)). The validity, interpretation and enforcement of agreement will be governed by and construed in accordance with the federal laws of the United States.

If any portion hereof is found to be void or unenforceable, the remaining provisions of the Agreement shall remain in full force and effect. This Agreement has been written in the English language, and the parties agree that the English version will govern. Except as expressly provided herein, this Agreement constitutes the entire agreement between the parties with respect to the license of the Software and Documentation and supersedes any conflicting or additional terms contained in any purchase order or elsewhere, all of which terms are excluded.