

MASTER SOFTWARE LICENSE

THIS AGREEMENT ("Agreement") is entered into on February 6, 2015 ("Effective Date"), between Arellia Corporation ("Licensor"), with its principal place of business located at 765 East 340 South, Suite 105, American Fork, Utah, 84003 and U.S. Federal Government, with its principal place of business located at _____ and shall be effective as February 6, 2015 (the "Effective Date").

RECITALS

WHEREAS, Licensor owns certain software identified herein,

WHEREAS, Licensor desires to convey, and Licensee desires to receive, certain limited rights in said software pursuant to the terms and conditions contained in this Agreement.

NOW THEREFORE, Licensor and Licensee agree as follows:

1. Definitions

A. "Software" means the computer programs and documentation listed and described in Exhibit A (Licensed Software) attached to this Agreement and as may be upgraded and/or improved from time to time, as well as any archival copies of such computer programs and documentation permitted by this Agreement.

B. "Install" or "Installed" means placing the Software on a computer's hard disk or local storage

C. "Use" means executing or loading the Software into computer RAM or other primary memory

D. "Maintenance" means updates to the software in the form of hot fixes, maintenance packs, service packs, and new versions of the Software.

E. "Support" is the assistance the Licensor provides the Licensee by phone, e-mail, and other electronic methods of communication for product issues.

F. "Agreement" refers to the terms of this Agreement which will supersede any click-wrap, shrink-wrap or browse-wrap agreement or any other documents containing terms and conditions related to the Software or maintenance thereof, as well as any conflicting provisions in any purchase order, invoice or order acknowledgement.

2. Grant of License

A. Licensors grants to Licensee an exclusive, worldwide, perpetual, non-revocable license to install and use the Software on a quantity of computers described in Exhibit A (Licensed Software) in Licensee's possession (the "License"). If this Software is an upgrade from a previous version of an Arellia software product, you may use either the current or prior version of the Software, but never both versions at the same time. This Agreement supersedes any prior version license and governs your use of the Software. Licensee will make no other copies of the Software except as authorized herein. Title to the Software will remain vested in Licensor, and nothing in this Agreement will give or convey any right, title or interest therein to Licensee except as a licensee under the terms of this Agreement.

B. Client Software. For computers or workstations, the quantity of Software "in use" is the number of computers (agents) that you have, or intend to have in your network. For computers or workstations, the quantity of the Software "in use" is considered to be the greater of (a) the maximum number of computers on which the Software is in Use at any one time, or (b) the maximum number of computers on which the software is installed.

C. You may make copies of the written documentation, which accompanies the Software, in support of your authorized use of this Arellia software product. You may also make an archival copy of the Software for each License obtained under this Agreement.

3. Copyright

The Software (including any images, applets, photographs, animation's, video, audio, music, and text incorporated into the Software) is owned by Arellia, or its distributors and/or resellers, and is protected by United States copyright laws and international treaty provisions.

4. Term and Termination

A. The License commences as of the Effective Date of this Agreement, and remains in force until Licensee stops using the Software or until Licensor terminates this License pursuant to the terms herein. The term may be renewed based upon mutual written consent of the parties. Upon termination of this agreement, Licensee will permanently delete or destroy all copies of the Software in its possession.

B. Except as set forth in the provisions of this Agreement that provide for automatic termination in the event of breach of confidentiality or unauthorized transfer, if Licensee breaches any other provision of this Agreement, Licensor may terminate this Agreement, provided, however, that Licensor has given Licensee at least forty-five (45) days written notice of and the opportunity to cure the breach. Termination for breach shall not alter or affect Licensor's right to exercise any other remedies for breach.

5. License, Maintenance, and Service Fees

A. Licensee agrees to pay a fee outlined in Exhibit B (License, Maintenance, and Service Fees) for the grant of the License herein.

B. Additional years of maintenance are defined in Exhibit B (License, Maintenance, and Service Fees)

C. All license and maintenance fees due and owing to Licensor shall be made by Licensee within thirty (30) days from the day in which the Purchase Order is placed, via wire transfer or Automated Clearing House to Licensor's designated bank account, shall include clear remittance details, and shall be paid in US Dollars. Product and temporary licenses will be delivered upon processing of the Purchase Order with permanent licenses delivered upon receipt of payment.

D. All service fees due and owing to Licensor following delivery of services as defined in the Licensor's Service Agreement.

6. Limitations on Use

A. Licensee agrees that it will use the Software only in its own business, and not directly or indirectly for the use or benefit of anyone other than Licensee, and only pursuant to the scope of the grant of the License set forth herein.

B. Licensee will not decode, alter, decompile, reverse engineer, perform reverse analysis on or disassemble the Software.

7. Limitations on Transfer

This License is specific to Licensee and may not be conveyed in any way without the prior written consent of Licensor, which shall not be unreasonably withheld. Any purported sale, assignment, transfer or sublicense without such consent will be null and void and will automatically terminate this Agreement.

8. Confidentiality

Licensee agrees to observe complete confidentiality with respect to the Software, and will not copy, reproduce, or otherwise disseminate it to third parties (except to personnel using the Software for USA business purposes). Any breach of confidentiality by Licensee will automatically terminate this Agreement. Licensee agrees that Licensor's remedies at law for breach of confidentiality are inadequate and that Licensor may be entitled to equitable relief, including without limitation, injunctive relief, specific performance and/or other remedies in addition to remedies provided at law.

9. Licensee's Obligation to Notify of Infringement

Licensee will immediately notify Licensor of any infringement or attempted infringement of Licensor's rights in the Software of which it becomes aware. Licensee will reasonably cooperate with Licensor at Licensor's cost and upon request in any legal or equitable action that Licensor may undertake to protect any of its rights in connection with the Software.

10. Warranty of Title

Licensor warrants that it is the lawful owner of the Software and/or that it has the authority to grant the License specified herein.

11. Software Warranty and Disclaimer

Licensor warrants that the Software has been developed in a good and workmanlike manner, and in conformity with all documentation, as well as generally prevailing industry standards. Licensor warrants the Software will comply with all documentation and Arellia's representations. Licensor warrants that the Software contains no disability codes, backdoors, viruses, Trojan horses or other compute instructions intended to alter, destroy or adversely affect: (a) the normal operations of the Software as described in the documentation; or (b) Licensee's data processing environment (including but not limited to other programs, data storage and security, and computer libraries); and (c) the Software will not infringe any third party's intellectual property rights. Licensee must report any material deficiencies in the Software to Licensor in writing within thirty (30) days of discovery. Licensee's exclusive remedy for the breach of the above warranties will be the correction of the material deficiency within a commercially reasonable time. THESE WARRANTIES ARE EXCLUSIVE AND IS IN LIEU OF ALL OTHER IMPLIED WARRANTIES INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. LICENSOR EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES.

12. Limitation of Liability, Indemnification

A. Except with respect to Licensor's indemnity obligations below, neither party will be liable to the other for special, indirect or consequential damages incurred or suffered by the other arising as a result of or related to the use of the Software, whether in contract, tort or otherwise, even if the other has been advised of the possibility of such loss or damages. Except with respect to a breach of the warranty of non-infringement or Arellia's indemnity obligations, Licensor's total liability under this Agreement with respect to the Software, regardless of cause or theory of recovery, will not exceed the total amount of fees paid by Licensee under this agreement.

B. Excluding any claims for infringement of intellectual property, Licensee will indemnify and hold Licensor harmless against any third party claims incurred by Licensor caused by Licensee's use of the Software, as well as all reasonable costs, expenses and attorneys' fees incurred therein.

C. Licensor shall defend with counsel acceptable to USA, indemnify and hold Licensee, its Affiliates, assignees and each of its and their managing directors, partners, directors, officers, employees and agents (collectively, the "USA Indemnified Parties") harmless from and against any and all suits, claims and proceedings by third parties resulting in liabilities, damages, costs, losses and expenses, including court costs and reasonable attorneys' fees (collectively "Losses") arising from and relating to any infringement of any patent, trademark, copyright, trade secret or other intellectual property or proprietary right of any third party arising out of the performance of Services or arising out of the acquisition or use by the USA Indemnified Parties of any Services, Software, materials, equipment, combination, concepts, information or process designed, procured or delivered by Licensor pursuant to or in connection with this Agreement.

13. Maintenance and Support

Included in the purchase price of the software licenses listed in Exhibit A (Licensed Software) is one (1) year of maintenance and support from the Effective Date. Additional years of maintenance and support may be purchased at the time of the License Software purchase or future dates. Licensor's obligations with respect to maintenance and support, including upgrades, if any, are defined in Exhibit C (Maintenance and Support).

14. Relation of Parties

Nothing in this Agreement will create or imply an agency relationship between Licensor and Licensee, nor will this Agreement be deemed to constitute a joint venture or partnership between the parties.

15. Arbitration

Any dispute arising under this Agreement will be subject to binding arbitration by a single Arbitrator with the American Arbitration Association (AAA), in accordance with its relevant industry rules, if any. The parties agree that this Agreement will be governed by and construed and interpreted in accordance with the laws of the State of Illinois. The arbitration will be held in Illinois the arbitrator will have the authority to grant injunctive relief and specific performance to enforce the terms of this Agreement. Judgment on any award rendered by the Arbitrator may be entered in any Court of competent jurisdiction.

16. This Paragraph Intentionally Left Blank

17. Severability

If any term of this Agreement is found to be unenforceable or contrary to law, it will be modified to the least extent necessary to make it enforceable, and the remaining portions of this Agreement will remain in full force and effect.

18. Force Nature

Neither party will be held responsible for any delay or failure in performance of any part of this Agreement to the extent that such delay is caused by events or circumstances beyond the delayed party's reasonable control.

19. No Waiver

The waiver by any party of any breach of covenant will not be construed to be a waiver of any succeeding breach or any other covenant. All waivers must be in writing, and signed by the party waiving its rights. This Agreement may be modified only by a written instrument executed by authorized representatives of the parties hereto.

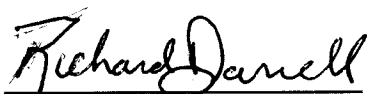
20. Entire Agreement

This Agreement, together with any attachments referred to herein, constitutes the entire agreement between the parties with respect to its subject matter, and supersedes all prior agreements, proposals, negotiations, representations or communications relating to the subject matter. In the event of a conflict between the terms of the Agreement and the exhibits or attachments thereto, the Agreement shall prevail. Both parties acknowledge that they have not been induced to enter into this Agreement by any representations or promises not specifically stated herein.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives.

Licensor Arellia Corporation

Licensee USA



By: Richard Darrell
Title: President

By:
Title:

EXHIBIT A: LICENSED SOFTWARE

1.1 LICENSED SOFTWARE Attached in price schedule

EXHIBIT C: MAINTENANCE AND SUPPORT

1.1 ARELLIA MAINTENANCE AND TECHNICAL SUPPORT CERTIFICATE

This document (the "Certificate") is a legal agreement between the end user (the "Licensee") and Arellia Corporation (the "Licensor"). This Exhibit C and the rights granted herein are only effective as to end users who have a valid license pursuant to an Arellia license agreement (the "License Agreement") for the underlying Arellia software product(s) (the "Software") for which this support will be provided. Please read this Certificate.

IF LICENSEE DOES NOT AGREE TO THESE TERMS, THEN ARELLIA IS UNABLE TO PROVIDE SUPPORT FOR THE SOFTWARE TO LICENSEE. RECEIPT OF SUPPORT INDICATES LICENSEE'S AGREEMENT TO THESE TERMS.

- Support Offerings: Commencing on the Effective Date, Arellia will provide to Licensee the support service(s) set forth in this Exhibit C for use as indicated in the License Agreement. Support services are provided under the terms and conditions listed below, until termination or expiration as set forth in the Agreement .
- In the event of a change to Arellia's applications program support policies, Arellia agrees to provide Licensee with at least 90 days' prior written notice of such change before such changes shall be effective and, in the event such changes are not acceptable to Licensee, Licensee shall have the right to terminate and receive a pro rata refund of any fee paid for that term.

1. Premium Support

- Access to technical support provided by telephone on a 24x7 basis;
- Continuous Efforts Problem Resolution Engineering (available upon request for Severity 1 Cases only);
- Access to the Arellia technical support portal;
- Delivery of bug fixes and patches;
- Essential Support includes Content Updates, if applicable, and Upgrade Assurance;
- Licensee may designate up to three (3) individuals per title of Software for Essential Support to act as liaisons with Arellia Technical Services staff ("Designated Contacts").

2. Basic Support

- Access to technical support provided by telephone
 - North and South America: From 8 AM to 6 PM Mountain Standard time during the normal business week of, and in accordance with statutory holidays of the United States of America
 - Europe, Middle-East, Africa: From 8 AM to 6 PM Central European time during the normal business week of, and in accordance with statutory holidays of Germany

- o Asia and Australia: From 8 AM to 6 PM Australian Eastern Standard time during the normal business week of, and in accordance with statutory holidays of Australia
- Access to the Arellia technical support portal;
- Delivery of bug fixes and patches;
- Basic Support includes Content Updates, if applicable, and Upgrade Assurance;
- Licensee may designate up to two (2) individuals per title of Software for Basic Maintenance to act Designated Contacts as defined above.

Definitions:

- **Content Updates:** Content Updates as used in this Certificate refer to content used by Software that is updated from time to time, including but not limited to: Local Security Solution, Application Control Solution, Security Analysis Solution, Privilege Management Essentials, and Endpoint Security Remediation Suite. Updates mean the right to use Content Updates to the Software as they become generally available to Arellia's end user.
- **Upgrade Assurance:** The right to use upgrades to the Software as they become generally available to Arellia's end user USA. An upgrade is any version of the Software which has been released to the public and which replaces the prior version of the Software on Arellia's price list. All such upgraded Software is licensed to Licensee for use subject to all terms and conditions, including without limitation disclaimers of warranties and limitation of liabilities, of the License Agreement. Nothing in this Certificate shall be construed as separately licensing copies of the Software of increasing the number of copies of Software licensed to Licensee.
- **Security Updates:** A Security Update is a generally released fix for a product-specific, security-related vulnerability.

Terms and Conditions:

- **Support Policies:** The support service(s) will be provided in accordance with Arellia's Technical Support Policy and other support policies which may be revised and updated by Arellia from time to time. Under Arellia's Technical Support Policy, support services may be discontinued for certain Software or a particular version of Software prior to the end date set forth on the face of this Certificate. Arellia agrees to provide Licensee with at least 90 days' prior written notice of such change before such changes shall be effective and, in the event such changes are not acceptable to Licensee, Licensee shall have the right to terminate and received a pro rata refund of any fee paid for that term.
- **Geographic Availability:** Not all of the support services listed above are available in all countries or locations or for all Arellia software products.
- **Scope of Support:** Licensee's technical assistance may be limited to error correction resolution of Licensed Software. Technical support will not include activities that would be typically made generally available and characterized by Arellia as product training, consulting involving integration, security solutions enablement, security advisory, pre-production configuration

services, managed security or implementation services of the like, which are offered separately as noted below.

- **Eligibility for Content Updates and Upgrade Assurance:** Licensee may apply Content Updates and Upgrade Assurance also known as "Maintenance" with a current maintenance agreement. Initial license purchases include one (1) year of Maintenance. Upon the Maintenance expiration date, Licensee is no longer entitled to apply Maintenance to their product. Security Updates may be applied to the Software without a current maintenance agreement.
- **Addition Designated Contacts:** Licensee may add additional Designated Contact(s) for either Essential Support or Basic Maintenance by paying the applicable fee in effect at the time Licensee seeks to add the additional Designated Contact(s). If Licensee has purchased the right to designate additional Designated Contacts, the number set forth on the face of this Certificate reflects the number of additional designated Licensee Designated Contacts who may receive technical support on Licensee's behalf with the same rights and for the same term as the primary contacts for either Essential Support or Basic Maintenance.
- **Acknowledgement of Use of Personal Data:** Licensee recognizes that Arellia may request Licensee to supply certain personal data (such as employee names, business contact names, business telephone numbers, business e-mail addresses), in order for Arellia to provide Support and to keep Licensee apprised of support and product updates. The Arellia Software will not contain personally identifiable information. Licensee acknowledges that Arellia is a global organization, and such personal data may be accessible on a global basis to enable Arellia to provide Licensee Support. Arellia agrees to strictly comply with all applicable privacy laws, rules, regulations, ordinances or other requirements ("Applicable Privacy Laws"). By providing such personal data, Licensee consents to Arellia using, transferring and processing this personal data on a global basis for the purposes described above so long as it is done in strict compliance with any Applicable Privacy Laws.
- **Support Services Warranty:** Arellia warrants during the Term of this Agreement, that such support services will be performed in a manner consistent with generally accepted industry standards. For support services not performed as warranted in this provision, and provided Licensee has reported such non-conformance to Arellia within thirty (30) days of performance of such non-conforming support services, Arellia will, at its discretion, either correct any non-conforming support services or refund the relevant fees paid for the non-conforming support services. **THIS IS LICENSEE'S EXCLUSNE REMEDY AND ARELLIA'S SOLE LIABILITY ARISING IN CONNECTION WITH THE SUPPORT SERVICES WARRANTY DESCRIBED IN THIS SECTION.**

DISCLAIMER OF DAMAGES: TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE, IN NO EVENT WILL ARELLIA BE LIABLE TO YOU IN EXCESS OF THE AMOUNT OF LICENSE FEES PAID WITHIN THE THEN CURRENT TERM. ARELLIA WILL NOT BE LIABLE FOR (i) ANY COSTS OF PROCUREMENT OF SUBSTITUTE OR REPLACEMENT GOODS AND SERVICES, LOSS

OF PROFITS, LOSS OF USE, LOSS OF OR CORRUPTION TO DATA, BUSINESS INTERRUPTION, LOSS OF PRODUCTION, LOSS OF REVENUES, LOSS OF CONTRACTS, LOSS OF GOODWILL, OR ANTICIPATED SAVINGS OR WASTED MANAGEMENT AND STAFF TIME; OR (ii) ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES WHETHER ARISING DIRECTLY OR INDIRECTLY OUT OF THE PROVISION OF SUPPORT SERVICE(S), EVEN IF THE PARTY, ITS RESELLERS, SUPPLIERS OR ITS AGENTS HAS BEEN TOLD SUCH DAMAGES MIGHT OCCUR. IN NO CASE SHALL ARELLIA'S LIABILITY EXCEED THE PURCHASE PRICE FOR THE SUPPORT SERVICE(S). NOTHING IN THIS CERTIFICATE SHALL EXCLUDE OR LIMIT ARELLIA'S LIABILITY FOR ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED BYLAW.

INTEGRATION: This Certificate, as supplemented by any relevant terms in the License Agreement not otherwise defined herein, constitutes the entire agreement between this parties pertaining to the subject matter hereof, and, except as otherwise agreed upon in writing by the parties, supersedes any and all prior written or oral agreement with respect to such subject matter.

2.0 ARELLIA SUPPORT ESCALATION POLICIES

1. Licensee Support Requirements

USA must register with the Arellia support portal to have access to Incident Management System and receive support:

- Support Portal: <http://portal.arellia.com>
- Registration Instructions: <http://portal.arellia.com/wiki/display/LIB/Portal+Registration+Instruction>
- Support Knowledge Base: <http://portal.arellia.com/wiki/display/KB>
- Incident Management System: <http://portal.arellia.com/issues>
- Product Documentation: <http://portal.arellia.com/wiki>

2. Definitions of Support Escalation

Levels First-Level Support

- Customers will receive initial support but will be encouraged to register with Support Portal or support will be limited after initial contact.
- Includes phone, email, remote access (WebEx, etc.) and access to incident management system.
- Support incidents with any level of a common issue will have their resolution documented on the Arellia Knowledge Base.
- Transition of issues to Second-Level Support depends on several issues:
 - o Progress being made
 - o Customer supporting the troubleshooting process

- o Effect on the customer's business

Second-Level Support

- Handled out of the United States with Australia on backup if necessary.
- This will include direct troubleshooting efforts via Remote Access (WebEx, etc.) to achieve resolution as soon as reasonably possibly.
- May include consultation with development
- Must include all relevant details of problem, environment (details on all software and hardware involved and customers business environment which may have effect) tests done. This is not guaranteed 7x24 support especially for issues with a work around or non-business critical.
- Transition of issues to Third-Level Support depends
 - on: o If there is a need for a development-level fix.
 - o If there is a need for development-level analysis of the issue.

Third-Level Support

- This is development.
- Requires development-level analysis of the issue or a fix to the software required.
- Availability of a software fix is determined by:
 - o Availability of a reasonable work around and/or the real impact on the customer's business

Proximity to a Maintenance Pack or Service Pack release for the product in question Level of development work in other areas and priority