



SecureAuth Corporation Software License Agreement

This Software License Agreement (the "Agreement") is entered as of the last date set forth next to signatures on the signature page hereto (the "Effective Date"), by and between SecureAuth Corporation, a Delaware corporation ("SecureAuth Corporation", "SA" or "Licensor"), having its principal place of business at 8965 Research Drive, Irvine, CA 92618 and _____ ("Licensee"), having its principal place of business at _____.

1.0 DEFINITIONS

Terms used in this Agreement which are capitalized shall have the definitions set forth below or elsewhere in this Agreement.

1.1 "Affiliates" means any owner or subsidiary of Licensee; any person or entity controlled by, under common control with or controlling Licensee or Licensee's owner; any joint venture, partnership, limited liability company, or other entity in which Licensee or its owners are a joint venturer, partner, member or controlling shareholder.

1.2 "Agreement" shall mean DIR Contract No. DIR-TSO-3636 and this Software License Agreement, and any attached Exhibits, as may be amended from time to time in a writing signed by an authorized representative of Licensor and Licensee.

1.3 "Applications" shall mean the programs that are enabled with single sign-on and/or multi-factor authentication.

1.4 "Business" shall mean the business activities of Licensee.

1.5 "Documentation" shall mean (i) the product feature description set forth in Exhibit B attached and (ii) all on-line help files, written instruction manuals and other documents regarding the characteristics, functionality and use of the Software and the Platform Appliances.

1.6 "Intellectual Property Rights" shall mean all existing and future patents and other patent rights, utility models, mask works, designs, algorithms, and other intellectual property rights, copyrights, and moral rights and trade secrets, trademarks, trade names and similar rights, including all applications and registrations with respect thereto. All rights not specifically granted herein to Licensee are exclusively reserved to SA.

1.7 "Platform Appliance" shall mean the computer server(s), either in the form of hardware or a virtual server as more particularly described in Exhibit B and consisting of a computer server with a pre-installed standalone operating system that incorporates web components, authentication components and data connector components to facilitate the functionality of the Software. The Platform Appliance is purchased by Licensee upon payment of the initial annual platform fee as described in Exhibit A hereto. Use of the Platform Appliance also requires a separate annual license fee for the Software as described in Exhibit A hereto.

1.8 "Software" shall mean SA's SecureAuth IdP software applications, including without limitation, the components of SecureAuth IdP set forth on Exhibit B attached, and each of the (a) object/binary code versions thereof listed in one or more order forms; (b) updates, enhancements, tools, utilities, test suites, bug-fixes, workarounds, corrections and new releases and versions of SecureAuth IdP (which occur

multiple times per year on average); (c) Documentation relating to SecureAuth IdP; and (d) any Platform Appliance provided under this Agreement to implement the SecureAuth IdP software applications.

2.0 OBLIGATIONS/LICENSE

2.1 Obligation to Perform Services. SA shall deliver the Software to Licensee, and perform the services described on Exhibits A, B and C, all in a timely, professional and workman-like manner, in accordance with high industry standards.

2.2 Grant of License. Subject to Section 3.0 below, and the other terms and conditions of DIR Contract No. DIR-TSO-3636 and this Agreement, SA hereby grants to Licensee and Licensee's Affiliates, under Licensor's Intellectual Property Rights, the following non-exclusive worldwide license:

a. to install, copy, reproduce, distribute among Affiliates, use (and allow its Designated Users to use), execute and operate the Software for Licensee's and Licensee's Affiliates' internal authentication, registration and user validation needs; and

b. to use, reproduce, copy and distribute the Documentation in conjunction with the installation and use of the Software.

3.0 LICENSE RESTRICTIONS

3.1 Licensee agrees that it will not itself, or through any parent, subsidiary, Affiliate, agent or other third party, during the term of this Agreement as set forth in Section 9 below:

a. sell, lease, license, sublicense, encumber or otherwise transfer any portion of the Software or Documentation except as provided for in this Agreement;

b. decompile, disassemble, or reverse engineer any portion of the Software;

c. write or develop any derivative software or any other software program based on the Software or any Intellectual Property Rights of SA except as otherwise agreed to by SA;

d. except as provided for in this Agreement, provide, disclose, divulge or make available to, or permit use of the Software by persons other than the employees, licensed users, or authorized contractors of Licensee or its Affiliates, without the advance written consent of SA; and

e. exceed the number of licensed users specified for each type of Software in Exhibit A, unless Licensee has paid the applicable fees set forth therein for such overage.

4.0 LICENSE FEE

In consideration of the rights granted herein, and subject to the terms and conditions of DIR Contract No. DIR-TSO-3636 and this Agreement, Licensee shall pay to SA the license and platform fees as set forth in Exhibit A and as indicated in Appendix C of DIR Contract No. DIR-TSO-3636.

5.0 MAINTENANCE AND SUPPORT; TECHNICAL SERVICES

During the term of this Agreement, Licensee shall receive maintenance and support in accordance with Exhibit C - Standard Maintenance and Support Policy. If and when requested by Licensee, Technical Services can be provided in accordance with the terms of DIR Contract No. DIR-TSO-3636 and a Technical Services Agreement ("TSA") substantially in the form of Exhibit D attached, with such modifications to the TSA as may be mutually agreed upon by SecureAuth Corporation and Licensee as evidenced by their execution of the TSA.

6.0 INDEMNIFICATION

6.1 Indemnification shall be handled in accordance to Appendix A, Section 10A of DIR Contract No. DIR-TSO-3636.

7.0 WARRANTIES

7.1 General Warranty. Each party represents and warrants that it has the right to enter into this Agreement.

7.2 SA Warranties and Covenants. SA represents, warrants and covenants to Licensee that, at all times during the term of this Agreement:

a. The Software and Platform Appliance will perform in substantial accordance with the Documentation.

b. The Software and its performance hereunder does not and will not violate any third party's Intellectual Property Rights or other property rights, and will not violate any law, regulation or statute in the applicable jurisdiction.

c. The Software, and any updates or upgrades thereto provided by SA, will not, at the time SA delivers it to Licensee, contain any viruses, worms, spyware, time bombs or other malware or programming devices that are designed to modify, delete, damage, disable or deactivate any software, hardware, data or systems of Licensee, and will not contain any code that allows SA to automatically or remotely disable the Software or limit the Software's functionality in any manner. SA shall not be responsible for any infections to the Software by viruses, worms, spyware, time bombs or other malware that occur after the Software has been delivered to Licensee.

d. SA will monitor data security industry information to identify any systemic threats to the authentication architecture used by SA, will immediately notify Licensee of any such threats, and will use commercially reasonable efforts to modify the Software as required to eliminate such threats.

e. SA shall have and implement disaster recovery procedures to ensure that all Software-related services provided to Licensee under this Agreement will resume with full functionality within 48 hours following any disaster.

f. If the Software does not perform as warranted, SA shall promptly use commercially reasonable efforts to correct the Software, or if the correction of the Software is not reasonably possible, replace such Software, free of charge, with replacement software that contains at least the equivalent performance and functionality of the Software. If neither of the foregoing is commercially practicable, either party may, in its sole discretion, terminate this Agreement with respect to the non-conforming program or programs, and in such event SA shall refund the monies paid by Licensee attributable to such non-conforming program or programs. The foregoing are the sole and exclusive remedies of Licensee for breach of the warranty set forth in paragraph 7.2.a above. The warranties set forth above are made to and for the benefit of Licensee and its Affiliates and will be enforceable against SA only if: the Software has been used at all times in substantial accordance with the instructions for such use; and, except as authorized by SA, Licensee has not made or caused to be made modifications, alterations or additions to the Software that cause it to deviate from the Documentation in a manner that causes the breach of the warranty.

7.3 Disclaimer of Warranties. EXCEPT AS OTHERWISE EXPRESSLY WARRANTED IN THIS AGREEMENT, SA DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (EVEN IF SA HAD BEEN INFORMED OF SUCH PURPOSE), OR ANY WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF

PERFORMANCE, OR USAGE OF TRADE. LICENSEE HEREBY ACKNOWLEDGES AND AGREES THAT IN EACH JURISDICTION IN WHICH ANY SUCH DISCLAIMER IS UNENFORCEABLE, THE DURATION OF ANY SUCH IMPLIED SOFTWARE PERFORMANCE WARRANTIES IS LIMITED TO NINETY (90) DAYS FROM THE DELIVERY DATE OF THE APPLICABLE SOFTWARE; PROVIDED, HOWEVER, THAT THE SOLE REMEDY OF LICENSEE FOR BREACH OF ANY SUCH IMPLIED SOFTWARE PERFORMANCE WARRANTY SHALL BE THAT SA WILL, AT ITS OPTION, REPAIR OR REPLACE THE COPY OF THE SOFTWARE HELD BY LICENSEE, OR TERMINATE THIS AGREEMENT AND REFUND AMOUNTS ALREADY PAID THEREFOR BY LICENSEE. IN ADDITION, SECUREAUTH PROVIDES NON-SECUREAUTH PRODUCTS WITHOUT WARRANTIES OF ANY KIND, UNLESS SECUREAUTH SPECIFIES IN WRITING OTHERWISE; PROVIDED, HOWEVER, THE NON-SECUREAUTH MANUFACTURERS, SUPPLIERS, OR PUBLISHERS MAY PROVIDE THEIR OWN WARRANTIES, AND SECUREAUTH AGREES TO INFORM LICENSEE, UPON REQUEST (1) WHICH PRODUCTS ARE NON-SECUREAUTH PRODUCTS, (2) THE MANUFACTURER OR SUPPLIER WHO IS RESPONSIBLE FOR WARRANTY (IF ANY) RELATING THERETO, AND (3) THE PROCEDURE TO OBTAIN ANY WARRANTY SERVICE THEREON.

8.0 LIMITATION OF LIABILITY

LIMITATION OF LIABILITY SHALL BE HANDLED IN ACCORDANCE TO APPENDIX A, SECTION 10K OF DIR CONTRACT NO. DIR-TSO-3636.

9.0 TERM AND TERMINATION OF AGREEMENT

9.1 Term. This Agreement shall commence upon the Effective Date and shall continue for a period of twelve (12) months (“Initial Term”). The Agreement will have three (3) one (1) year renewal options exercised by Licensee providing to Vendor thirty day written notice prior to the then-expiration date. Except as otherwise provided in this Agreement, in the event Licensee terminates this Agreement for cause, SA shall immediately refund Licensee, on a pro rata basis, any fees Licensee paid in advance.

9.2 Termination. Terminations shall be handled in accordance with Appendix A, Section 11B of DIR Contract No. DIR-TSO-3636.

9.3 Effects of Termination. Within fourteen (14) days after the date of termination or cancellation of this Agreement, subject to record retention laws and policies, each party shall return or destroy (at the disclosing party’s option) all Confidential Information of the other party in the receiving party’s possession and within thirty (30) days after the date of termination or cancellation Licensee shall destroy all copies of the Software in its possession or control. Upon the written request of SA, Licensee shall furnish SA with a certificate signed by an authorized representative of Licensee verifying that the same has been done. Upon the written request of Licensee, SA shall furnish Licensee with a certificate signed by an authorized representative of SA verifying that the same has been done.

The provisions of Sections 1 (Definitions), 4 (License Fees), 6 (Indemnification), 8 (Limitation of Liability), this Section 9.4, and 10 (General Provisions) shall survive any termination or cancellation of this Agreement.

10.0 GENERAL PROVISIONS

10.1 Assignment. Assignments shall be handled in accordance with Appendix A, Section 4D of DIR Contract No. DIR-TSO-3636.

10.2 Audit Rights. During the term of this Agreement, Licensee shall keep accurate records for a rolling 12-month period relating to use of the Software as described in this Agreement. Licensee shall permit examination of those records by authorized representatives of SA during Licensee’s normal business hours and at Licensee’s premises during the term of the Agreement. Any such audit must be scheduled no less

than three (3) weeks in advance with prior written notice and will be subject to the security and compliance department policies and procedures of Licensee. In no event shall this audit take place more frequently than once per year. In the event that such audit reveals an underpayment of fees, Licensee shall promptly pay SA the fees due. All information disclosed to SA during an audit shall be deemed Licensee's Confidential Information, as defined in Section 10.5 below.

10.3 Waiver, Amendment, Modification. No waiver, amendment or modification, including by custom, usage of trade, or course of dealing, of any provision of this Agreement will be effective unless it is in writing and signed by the party against whom such waiver, amendment or modification is sought to be enforced. No waiver by any party of any default in performance on the part of the other party under this Agreement or of any breach or series of breaches by the other party of any of the terms or conditions of this Agreement will constitute a waiver of any subsequent default in performance under this Agreement or any subsequent breach of any terms or conditions within. Performance of any obligation required of a party under this Agreement may be waived only by a written waiver signed by a duly authorized officer of the other party; such waiver will be effective only with respect to the specific obligation described therein.

10.4 Force Majeure. Force Majeure shall be handled in accordance with Appendix A, Section 11C of DIR Contract No. DIR-TSO-3636.

10.5 Confidential Information. To the extent allowable under the Texas Public Information Act, each party acknowledges that it may be furnished with or may otherwise receive or have access to information or material of the other party that the disclosing party deems to be confidential, including information that relates to past, present or future products, software (including Source Code and Object Code), research development, inventions, processes, techniques, designs or technical information and data (solely relating to SA), employee information, and marketing plans (collectively, the "Confidential Information"). Each party agrees to preserve and protect the confidentiality of the other party's Confidential Information and all physical and electronic forms thereof from unauthorized or accidental loss, alteration, destruction or damage, whether disclosed to the other party before this Agreement is signed or afterward. In addition, neither party will use or disclose the Confidential Information of the other party except as specifically required to perform its obligations under this Agreement. The receiving party will disclose Confidential Information of the disclosing party only to those of the receiving party's employees or agents with a "need to know" in connection with the receiving party's performance of its obligations under this Agreement. However, the receiving party may disclose the Confidential Information of the disclosing party to the extent such disclosure is required to comply with applicable law or the valid order or requirement of a governmental or regulatory agency or court of competent jurisdiction, provided that the receiving party (a) first notifies in writing the disclosing party (unless prohibited by law or such order) in such time as to permit the disclosing party to participate in the disclosure response, and reasonably cooperates with the disclosing party to prevent or otherwise restrict such disclosure; (b) restricts such disclosure to the maximum extent legally permissible. The receiving party will promptly notify the disclosing party in writing of any actual or suspected misuse, misappropriation or unauthorized disclosure of Confidential Information by the receiving party which may come to the receiving party's attention. The foregoing obligations do not apply to any information that: (1) is publicly known at the time of disclosure or becomes publicly known thereafter through no act or fault of the receiving party; (2) is given to a party by a third party who is not obligated to maintain confidentiality; (3) is already known by the receiving party prior to the date on which the receiving party received such information, as evidenced by written documentation, or (4) is independently developed by the receiving party without reference to Confidential Information of the disclosing party. Neither party will take, nor cause to be taken from the other's premises, any physical forms of Confidential Information (nor make copies of same) without the other party's prior written permission. Notwithstanding any other provisions of this Agreement, the requirements of this Section 10.5 will survive termination of this Agreement.

10.6 Independent Contractor. Nothing contained in this Agreement will be deemed to place the parties in the relationship of an employer / employee, partners, or joint venturers. Neither party will have any right to obligate or bind the other in any manner except as specifically provided for in this Agreement. Each party agrees and acknowledges that it will not hold itself out as an authorized agent with the power to bind the

other party in any manner. Each party will be responsible for any withholding taxes, payroll taxes, disability insurance payments, unemployment taxes, and other similar taxes or charges with respect to its activities in relation to performance of its obligations under this Agreement.

10.7 Cumulative Rights. Any specific right or remedy provided in this Agreement will not be exclusive, but will be cumulative upon all other rights and remedies set forth in this Agreement and allowed under applicable law.

10.8 Governing Law. This Agreement will be governed by the laws of the State of Texas, without regard to its conflicts of law principles. Nothing herein shall be construed to waive the sovereign immunity of the State of Texas.

10.9 Export Laws. The Software and Documentation are subject to U.S. export control laws and may be subject to export or import regulations in other countries. Licensee agrees to strictly comply with all such laws and regulations and acknowledges that Licensee is responsible for obtaining such licenses to export, re-export, or import as may be required.

10.10 Entire Agreement. The parties acknowledge that DIR Contract No. DIR-TSO-3636 and this Agreement and its attached Exhibits express their entire understanding and agreement, and that there have been no warranties, representations, covenants or understandings made by either party to the other except such as are expressly set forth in this Agreement. The parties further acknowledge that this Agreement supersedes any and all prior agreements, written or oral, between the parties with respect to the matters set forth herein. In the event of a conflict between any provision of DIR Contract No. DIR-TSO-3636 and this Agreement and any provision of an Exhibit, the provision of DIR Contract No. DIR-TSO-3636 will control.

10.11 Counterparts. This Agreement may be executed in multiple counterparts, any of which will be deemed an original, but all of which will constitute one and the same instrument.

10.12 Compliance with Law. Both parties agree to comply with all applicable federal, state, and local laws and regulations in performing their duties.

10.13 Severability. In the event that any provision of this Agreement is found invalid or unenforceable pursuant to judicial decree or decision, the remainder will remain valid and enforceable according to its terms. Without limiting the foregoing, it is expressly understood and agreed that each and every provision of this Agreement that provides for a limitation of liability, disclaimer of warranties, or exclusion of damages is intended by the parties to be severable and independent of any other provision and to be enforced as such. Further, it is expressly understood and agreed that in the event any remedy in this Agreement is determined to have failed of its essential purpose, all other limitations of liability and exclusion of damages set forth herein will remain in full force and effect.

10.14 Notices. Notices shall be handled in accordance with Appendix A, Section 12 of DIR Contract No. DIR-TSO-3636.

10.15 Captions. Captions and section headings used in this Agreement are for convenience only and are not a part of this Agreement and will not be used in construing it.

Exhibits. The following Exhibits are attached to this Agreement and incorporated herein by reference.

Exhibit A: Product and License Fees

Exhibit B: Product Feature Description

Exhibit C: Standard Maintenance and Support Policy

Exhibit D: Technical Services Agreement

IN WITNESS WHEREOF, the parties hereto have reviewed this Agreement and agree to and accept its terms and conditions. The parties are executing this Agreement as of the Effective Date.

SECUREAUTH CORPORATION

By: _____

Nick Mansour
EVP Worldwide Sales

Date: _____

By: _____

Date: _____

Name: _____

Title: _____

EXHIBIT A

PRODUCT, LICENSE & MAINTENANCE FEES; PLATFORM FEES

1. The specific modules covered under this _____ () Year License are:

- A. SecureAuth User Authentication Product Per User Per Year License:
 - Business to Enterprise (“B2E”) Licenses for Per User Per Year – One (1) Year License for Designated, Discrete Number of Users (_____ users for Initial Term)
 - Business to Consumer (“B2C”) Licenses for Per User Per Year – One (1) Year License for Discrete Number of Authentications Per Year (up to _____ authentications during the users for Initial Term)
 - Licenses for up to an average of 12x the Number of Designated Users for Out-of-Band Cell Phone and Text Message Browser Registrations (i.e., the average shall not exceed 12x Per User, Per Year). In the event the foregoing average amount is exceeded during a contractual year, then Licensee shall be charged the sum of \$0.25 per Out-of-Band Cell Phone and Text Message Browser Registration by which the 12x Per User, Per Year average is exceeded
 - Licenses for Unlimited E-Mail Browser Registrations for Designated Number of Users
 - License for Unlimited PIN registrations Licenses for Unlimited Digital Image and Security Certificate Registrations for Designated Number of Users
- B. SecureAuth Platform Appliance Per Year License
 - License for Virtual Platform Appliances Per Year – _____ () Year License for Designated Number of Virtual Platform Appliances (_____ () Virtual Platform Appliances for Initial Term)

2. License Fees; Platform Fees; Payment Terms; Future Orders:

- A. License Fees are as follows:
 - i. **B2E** - \$_____ per user for the _____ () year license period, for quantity of 1 to _____ discrete users, and _____ Applications, for a total of \$_____. The License Fees include all maintenance and support as described in Exhibit C to the Agreement.
 - ii. **B2C** - \$_____ per user for the _____ () year license period, for capacity of up to _____ discrete users (i.e., periodic users), and _____ Applications, for a total of \$_____. The License Fees include all maintenance and support as described in Exhibit C to the Agreement.
- B. Platform Fee of \$_____ per Virtual Platform Appliance, per year, shall apply (i.e., a total of \$_____ for the _____ () Virtual Platform Appliances over the one (1) year license period). The initial annual Platform Fees shall include the purchase of the Virtual Platform Appliances. The Platform Fee includes a separate user access license for the Virtual Platform Appliances.
- C. Technical Services Fees shall be \$_____ for _____.
- D. All fees are will be paid in accordance with Appendix A, Section 8J of DIR Contract No. DIR-TSO-3636. All fees must be in accordance with Appendix C of DIR Contract No. DIR-TSO-3636.
- E. All future orders for additional users, appliances, applications and technical services shall be evidenced by purchase orders from Licensee and shall not require a modification or amendment to the Agreement.

EXHIBIT B PRODUCT FEATURE DESCRIPTION

SecureAuth supplies an on-line authentication product, SecureAuth IdP, that allows an enterprise to augment its current user verification process with a secure registration and authentication process. SecureAuth IdP is periodically updated pursuant to new software releases, which historically have been made multiple times per year and are included as part of the Software License Agreement.

SecureAuth IdP Registration, Authentication, and STS Product for Web Applications

Appliance-based ASP.Net application which accomplish the following functionality:

1. Input Identity in one of a various set of mechanism:
 - Browser based user input
 - 3rd Party X.509 certificate input
 - SAML Input
 - Http Form Post
 - WS-Trust 1.2
 - Microsoft IWA (AD Directory) Domain Login Input
 - SecureAuth SSO Session Input
 - Device Fingerprint Input

2. Map the Identity from above into a datastore specific in the SecureAuth realm, this identity can be specified as:
 - Active Directory
 - Microsoft ADAM
 - OpenLDAP
 - Novell E-Directory
 - IBM Tivoli LDAP
 - IBM Lotus LDAP
 - SunOne LDAP
 - Apple LDAP
 - MySQL
 - Microsoft SQL
 - Google Apps Datastore

3. Conduct necessary Risk Analysis
 - Originating IP address risk assessment
 - Geo-Velocity assessment
 - IP address or IP range accept / deny parameters
 - Group accept / deny parameters

4. Apply appropriate 2nd Factor authentication, including:
 - SecureAuth Certificate Validation
 - SecureAuth SMS OTP User Validation
 - SecureAuth Telephony OTP User Validation
 - SecureAuth E-mail OTP User Validation
 - SecureAuth KBA Validation
 - SecureAuth Help Desk OTP Validation
 - SecureAuth Static PIN Validation
 - SecureAuth Push OTP Validation
 - SecureAuth OATH TOTP-based OTP Validation
 - SecureAuth Encrypted Cookie Validation

- SecureAuth Device Fingerprint Validation
5. Assert the identity in the following manners to the following Relying parties
- Create a Native certificate for:
 - Linux Based Machines
 - Windows Based Machines
 - Apple Based Machines
 - Mobile: iOS, Android
 - Create a SecureAuth “managed Code” certificate for following formats:
 - Any JRE Supported machine:
 - Windows
 - Mac
 - Linux
 - Any Android Based Machine
 - 2.2., 2.3, 3.0 3.1 or later
 - Any iOS Based Machine
 - Apple iOS (version 2 and above)
 - Create a Federated Assertion and direct to Relying party:
 - SAML 1.1.
 - SAML 2.0
 - OAuth 2.0
 - OpenID 2.0
 - WS-Federation 1.2
 - Create a Microsoft FBA token
 - ASP.Net Forms Based Authentication token
 - Create a IBM LPTA Assertion
 - IBM WebSphere
 - IBM Domino
6. Log the output via appropriate mechanism
- Syslog
 - Text
 - MS SQL

In addition to the foregoing, SA shall provide its Enterprise Administrator Guide to Licensee. Further, SA shall provide backward compatibility that shall be maintained, from Release N to Release N-2, and for all releases made within a two (2) year window as part of its Maintenance and Support services. This may include, but is not limited to, the capability to either upgrade all of the Platform Appliances or all of the API's embedded in Licensee software in any rollout of the new revision of the Software.

In addition, SecureAuth will provide Licensee with the ability to log or track SMS browser registration use (which may be provided by giving Licensee the applicable instructions to enable such logging functionality).

SecureAuth IdP for SSL VPN Authentication Product Description

SecureAuth for SSL VPN Authentication is packaged for the enterprise as a Platform Appliance. The SecureAuth Appliance incorporates the requisite web components, authentication components and data connector components to facilitate both the validation of users and the distribution of X.509 certificates.

The Platform Appliance consists of a standalone operating system that comes pre-installed with a web server and SA Software and data connectors. The web server comes pre-installed with the necessary web pages and logic to conduct:

Appliance-based ASP.Net application which accomplish the following functionality:

1. Input Identity in one of a various set of mechanism:
 - Browser based user input
 - 3rd Party X.509 certificate input
 - SAML Input
 - Http Form Post
 - WS-Trust 1.2
 - Microsoft IWA (AD Directory) Domain Login Input
2. Map the Identity from above into a datastore specific in the SecureAuth realm, this identity can be specified as:
 - Active Directory
 - Microsoft ADAM
 - OpenLDAP
 - Novell E-Directory
 - IBM Tivoli LDAP
 - IBM Lotus LDAP
 - SunOne LDAP
 - Apple LDAP
 - MySQL
 - Microsoft SQL
 - Google Apps Datastore
3. Conduct necessary Risk Analysis
 - Originating IP address risk assessment via Norse DarkViking
 - Geo-Velocity assessment
 - IP address or IP range accept / deny parameters
 - Group accept / deny parameters
4. Apply appropriate 2nd Factor authentication, including:
 - SecureAuth SMS OTP User Validation
 - SecureAuth Telephony OTP User Validation
 - SecureAuth E-mail OTP User Validation
 - SecureAuth KBA Validation
 - SecureAuth Help Desk OTP Validation
 - SecureAuth Static PIN Validation
 - SecureAuth Push OTP Validation
 - SecureAuth OATH TOTP-based OTP Validation
5. Create native certificate to be consumed by the VPN product
 - Create a Native certificate for:
 - Linux Based Machines
 - Windows Based Machines
 - Apple Based Machines
 - Mobile: iOS, Android
 - Android Based Machine: version 2.2., 2.3, 3.0 3.1 or later
 - iOS Based Machine: version 2 or later
6. Log the output via appropriate mechanism
 - Syslog

- Text
- MS SQL

The Platform Appliance downloads to the end user the proper client side software to install the public/private key pair. The client software, depending on software, can be a Microsoft ActiveX, a java applet, or certificate installation based on browser's built-in HTML KeyGen function (depends on browser capability). Each of the foregoing client software can be used to install the public private key pair in the end-user's certificate storage device(s).

The Platform Appliance also is pre-installed with a Web Admin UI which allows an enterprise to configure the product.

The Platform Appliance includes a hardened operating system and network capabilities consisting of network ports which allow communication with the enterprise's network and data store components ("Hardware"). The Hardware also includes a CPU, RAM and disk drive necessary to execute the operating system and SecureAuth software. The SecureAuth product can also be delivered in a Virtual Appliance form factor.

EXHIBIT C
STANDARD MAINTENANCE & SUPPORT POLICY

1.0 Maintenance and Support Services

a. For so long as this Agreement is in effect and Licensee is current in its per user per year license fee payments, SA shall provide Licensee maintenance and support services (“Maintenance and Support” or the “Support Services”) as specified in this Exhibit C.

The Support Services shall include bug-fixes, work arounds, corrections, enhancements, updates and new releases and versions of SecureAuth made available to customers on a non-beta, commercial basis.

Prior to requesting Support Services, Licensee shall use commercially reasonable efforts to comply with all SA’s published operating and troubleshooting procedures contained in the Documentation. Licensee shall use commercially reasonable efforts to gather technical information specific to a problem including Software log files, reports, and error messages. Upon receipt from Licensee of a notice of a Software problem, accompanied by reasonable supporting detail and provided that the Software problem is then under warranty or a support and maintenance obligation, SA will use reasonable efforts to determine if such Software problem exists and to correct, to the satisfaction of Licensee, such Software problem within the timeframes set forth in this Standard Maintenance and Support Policy, depending on the severity level of the Software problem.

b. Any corrections to the Software will be made to the most current generally available release of the Software and, if requested by Licensee, to versions N-1 and N-2 of the Software, where version N is the latest listed version at the time. After the introduction of a new and generally available release of the Software, SA will support the then-current and the prior major release of such Software, and the versions of each mentioned above. Licensee may install and use all Software updates and enhancements but Licensee is not obliged to do so. SA shall have no obligation to correct any Software problem to the extent of an unauthorized modification or alteration of the Software by Licensee, that cause it to deviate from the Documentation, or in the event of operating system or computer malfunction not caused by the Software. SA will ensure that its API and ID Tool software, which is part of the licensed Software, will run on Licensee’s required operating system and hardware platforms.

c. Licensee acknowledges and agrees that it is, and will be, solely responsible for the accuracy and adequacy of all information and data furnished by Licensee for processing.

1.1. Service Level Overview

SecureAuth agrees to satisfy the service levels set forth in sections 1.1, 1.2 and 1.3 below (the “Service Levels”).

- a. Service Levels are defined as the measurement of the performance of a service or system.
- b. The Service Level target is defined as the percentage or the absolute achievement of that service level goal of which failure to achieve has a noted business impact.
- c. SecureAuth’s performance with regard to the Service Levels will be measured according to monthly averages, generated for each full calendar month the Services are provided to Licensee (“Customer”).
- d. Service Level and availability measurements will take effect upon execution of this Agreement.
- e. Service Level measurements will not take in account any agreed upon embargo periods and / or service upgrade outages. Likewise, where the fault or remedial action lies with “Customer” or a third party not affiliated with SecureAuth, measurements will not be applicable for such periods. Agreement between the parties will occur prior to any such periods and / events.
- f. Key Service Levels under this Agreement appear in the table below:

System Component	Target SLA
Critical Systems Availability	99.9%
Hosted Services Availability (SMS, Telephony and Certificate services)	99.9%

1.2 Service Level Requirements

a. “Customer” Service Levels include two (2) categories: Business Critical and Non-Business Critical. The following table describes the Service Levels target for these two (2) categories:

Service	Description	SLA target
Business Critical	Defined as an application that is essential in the business process. These services are considered core business-critical systems. Their impact is conventionally measured and described in terms of a loss of revenue.	99.9% up time 24 x 7 x 365 days
Non-Business Critical	Defined as an application that is non-essential in the business process. These services are not considered core business systems. Their impact is not measured or described in either terms of lost revenue. Examples of non-business critical items are social media (e.g., Facebook, Instagram, etc.)	99% up time 24 x 7 x 365 days

1.3. Severity Levels and Response Times

a. Problems reported by Customer or that otherwise come to SA’s attention will be logged by SA and assigned a severity level. Response time is the time between when SA is notified of the problem and when SA acknowledges the problem by assigning it a trouble ticket number. Customer shall notify SA at support@secureauth.com or 949-777-6959, ext. 2. The following tables describe the severity levels classification for problems and the expected response time for each problem severity level. SA will respond to problem callouts within the timeframes set forth immediately below:

Severity Type	Support Hours	Response Time	Restoration of Service Target
<p>Severity 1 – Critical</p> <p>There is the potential of a health, safety or security issue to occur or it has already occurred.</p> <p>This will have an operational or financial impact to the business.</p> <p>Potential for an operational or financial impact to the business</p> <p>A Business Critical, Tier 1 system, application or function is completely unavailable, severely corrupted or degraded for more than one authorized user.</p>	24x365	15 Minutes	60 Minutes
<p>Severity 2 – Urgent</p> <p>A non-business critical system, application or function is unavailable, severely corrupted or severely degraded for a more than one authorized user.</p>	24x365	30 Minutes	2 Hours
<p>Severity 3 – Normal</p> <p>System performance is impaired, but there is no business or “customer” client impact for more than one authorized user.</p>	24x365	8 Hours	24 Hours
<p>Severity 4 – Low</p> <p>A user level fault only affecting one authorized user but not affecting ability to perform business functions – (i.e., no business or “Customer” client impact)</p>	24x365	24 Hours	3 Days

System/Service Location	CRITICAL Severity One	URGENT Severity Two	NORMAL Severity Three	LOW Severity Four
Notifications	Every 30 minutes until problem is resolved or severity level is changed if agreed by both "Customer" & SecureAuth	Every 1 hours until the problem is resolved or severity level is changed if agreed by both "Customer" & SecureAuth	Every 4 hours until the problem is resolved or severity level is changed if agreed by both "Customer" & SecureAuth	Every 24 hours until the problem is resolved or severity level is changed if agreed by both "Customer" & SecureAuth

1.4 Causes not Attributable to SecureAuth Corporation

This Maintenance and Support policy does not include services requested as a result of, or with respect to, causes to the extent they are not attributable to SecureAuth Corporation. Causes which are not attributable to SecureAuth Corporation include, but are not limited to, the following events caused by Licensee or its agent:

- a. Accident; unusual physical, electrical or electromagnetic stress; neglect; misuse; failure or fluctuation of electric power, air conditioning or humidity control; failure of rotation media not furnished by SecureAuth Corporation; excessive heating; fire and smoke damage; operation of the Software with other media and hardware, software or telecommunication interfaces not meeting or not maintained in accordance with the manufacturer's specifications; or causes other than ordinary use;
- b. Improper installation by Licensee or use of the Software that deviates from any operating procedures established by SecureAuth Corporation in the applicable Documentation; and/or
- c. Modification, customization, alteration or addition or attempted modification, customization, alteration or addition of the Software that cause it or deviate from the Documentation undertaken by any party other than SecureAuth Corporation or its agents without the written consent of SecureAuth Corporation; software programs made by Licensee or other parties under the control of Licensee.

1.5 Rights and Obligations of Licensee

SecureAuth Corporation's provision of Maintenance and Support to Licensee is subject to the following:

- a. Before production use of the Software, Licensee shall provide SecureAuth Corporation with an operational architecture document which describes how the Software is being used in the Licensee environment. Documents created as part of the internal support processes of Licensee, which provide all relevant information needed for SecureAuth Corporation to help troubleshoot problems, are acceptable substitutes;
- b. Licensee shall use commercially reasonable efforts to provide SecureAuth Corporation with reasonably necessary access to the personnel and equipment of Licensee;
- c. Licensee shall use commercially reasonable efforts to provide supervision, control and management of the use of the Software. In addition, Licensee shall use commercially reasonable efforts to implement procedures for the protection of information and the implementation of backup facilities in the event of errors or malfunction of the Software or equipment;

d. Licensee shall report all detected errors or malfunctions of the Software to SecureAuth Corporation. Licensee shall use commercially reasonable efforts to take all steps reasonably necessary to carry out procedures for the rectification of errors or malfunctions within a reasonable time after such procedures have been received from SecureAuth Corporation;

e. Licensee shall use commercially reasonable efforts to maintain a current backup copy of all programs and data;

f. Licensee shall use commercially reasonable efforts to properly train its personnel in the use and application of the Software; and

g. Licensee may request a written report to monitor its support activity statistics or to verify compliance with the service levels set forth in this Agreement. SecureAuth Corporation will provide such reports within seven (7) business days of the request. Such requests should not exceed once a month.

1.6 Case Registry Contacts

Licensee shall use commercially reasonable efforts to appoint one (1) or more individuals within its organization who is reasonably knowledgeable in the operation of the Software to serve as primary contact between Licensee and SecureAuth Corporation regarding the registry and report of support calls (the “Case Registry Contacts”). All support inquiries of Licensee shall be initialized through these contacts where possible. As a security precaution, the hotline analyst may request further information to verify the identity of the caller. If at any point, the hotline analyst believes that the requesting party is not authorized, the hotline may deny any support that could jeopardize the security of the environment until the primary contact(s) are reached. Additionally, any request for improper assistance will be reported to the primary and secondary contacts of Licensee.

1.7 Information Gathering

The Case Registry Contacts should provide SecureAuth Corporation with a description of the request or problem. To assure accuracy, the hotline analyst may request any of the following information outlined below:

- o Name
- o Address
- o Problem severity
- o Problem description
- o Exact error messages
- o Log information
- o Date and time problem was encountered
- o Changes made to the configuration/ environment prior to the problem
- o Changes made to the configuration/ environment after the problem
- o Actions taken to isolate and resolve before contacting the hotline
- o Hardware configuration type
- o Appliance version release level
- o System configuration parameters
- o Information about other software interacting with the Software

1.8 Maintenance and Support Fee The Maintenance and Support fee are included in the Software license fee, unless otherwise reflected in Exhibit A to the Software License Agreement.

1.9 Exclusions. SecureAuth provides support and maintenance for its product, SecureAuth IdP, and the virtual appliances on which the product is supplied; provided, however SecureAuth does not support, and is no way responsible for any of the underlying or surrounding infrastructure that may be used in

conjunction with, or in support of, the SecureAuth IdP product by the Customer. The foregoing includes, but is not limited to, the following:

- Identity Stores, including but not limited to. Microsoft Active Directory, Microsoft LDS, OpenLDAP, Novell e-Directory, IBM LDAP, SunOne LSAP, Apache DS. any other 3rd-party LDAP directories, MS SQL Server, Oracle Server, Google Apps Datastore, and any other identity or profile store.
- Any 3rd party Databases, Datastores, or SIEM products (whether on-premise, or cloud hosted) used for the storage and reporting of any audit, accounting, or reporting data.
- Any underlying hypervisors or hypervisor management products used to host and support the SecureAuth IdP Virtual Appliance, including but not limited to, Microsoft Hyper-V, VMware ESx, and Citrix XenServer.
- Any MDM solutions used to manage any endpoints or mobile devices.
- Any support of endpoint Operating Systems, (including Microsoft Windows, Apple OS X, Linux and Unix Derivatives) and Mobile Operating Systems (including Apple iOS, Android, Windows Mobile/Phone, and Blackberry).
- Any underlying private, or public network infrastructure - both physical and logical.
- Any cloud, or 3rd party hosting services.
- Any 3rd party hardware OTP tokens, proximity cards, and smart cards, and reader devices.
- Any relying party software, such as those that accept SAML or other assertions from the product.

For the avoidance of doubt, where additional third party infrastructure components are required, SecureAuth shall have no liability whatsoever for the third party infrastructure components that may be required to support the use case of Customer.

EXHIBIT D
TECHNICAL SERVICES AGREEMENT

**SECUREAUTH CORPORATION
TECHNICAL SERVICES AGREEMENT**

This Technical Services Agreement is made as of the date last signed below between SecureAuth Corporation., a Delaware corporation with its principal place of business at 8965 Research Drive, Irvine, CA 92618 (“SA”), and _____, having its principal place of business at _____ (“Customer”).

1. Technical Services.

SA shall provide integration, implementation, design, development, architecture reviews and other work under the terms and conditions of this Agreement (the “Services”), as specified in one or more supplemental Statements of Work that SA and Customer may enter into from time to time (each, an “SOW”).

2. Payment.

Payment. In consideration of the Services rendered under this Agreement, Customer shall pay SA as set forth in each SOW. All payments shall be made in accordance with Appendix A, Section 8J of DIR Contract No. DIR-TSO-3636. Taxes shall be handled in accordance with Appendix A, Section 8E of DIR Contract No. DIR-TSO-3636.

3. Ownership, Intellectual Property Rights and License.

Intellectual Property shall be handled in accordance with Appendix A, Section 5 of DIR Contract No. DIR-TSO-3636.

4. Warranty.

(A) Services Warranty. SA warrants that the Services it provides hereunder will be of a professional quality conforming to generally accepted industry standards and practices. If Customer discovers a deficiency in the Services, then Customer shall, within 30 days after completion of the deficient services, submit to SA a written report describing the deficiency in reasonable detail, and SA shall re-perform the deficient Services. If SA is unable to re-perform the Services, then, upon Customer’s request, SA shall refund any payments that Customer has made for such Services.

(B) WARRANTY DISCLAIMER. OTHER THAN THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION 4, SA DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER’S SOLE REMEDY FOR BREACH OF SUCH EXPRESS LIMITED WARRANTIES IS RE-PERFORMANCE OR REFUND AS SET FORTH IN THIS SECTION 4.

5. Additional Obligations.

(A) Non-Solicitation. During the term of each SOW and for a period of one year thereafter, Customer shall not, either directly or indirectly (whether through its employees, independent contractors, consultants or otherwise), employ or engage, or solicit for employment or engagement, any employee, independent contractor, consultant, agent or representative assigned or recommended by SA to perform Services under the applicable SOW. Public employment solicitations do not pertain to this provision.

(B) Insurance. Insurance shall be handled in accordance with Appendix A, Section 10N of DIR Contract No. DIR-TSO-3636.

(C) SA Personnel. SA shall ensure that its employees and contractors performing the Services are reasonably qualified and experienced. SA shall use its best efforts to replace any SA employee or contractor that Customer reasonably requests to be replaced. SA conducts background investigations of all of its employees.

6. Limitation of Liability.

LIMITATION OF LIABILITY SHALL BE HANDLED IN ACCORDANCE WITH APPENDIX A, SECTION 10K OF DOR CONTRACT NO. DIR-TSO-3636.

7. Confidentiality.

(A) Confidential Information. As a result of the relationship entered into by the parties under this Agreement, the parties acknowledge that they may from time to time require or gain access to information that is confidential or proprietary to one another. To the extent allowable under Texas Public Information Act, all information disclosed by a party hereunder that (1) is in writing and marked with an appropriately restrictive legend indicating the confidential or proprietary nature of the information, (2) is disclosed orally and reduced to a writing marked with an appropriately restrictive legend promptly after the oral disclosure, or (3) by its nature or under the circumstances of its disclosure should reasonably be understood to be confidential is referred to herein as “**Confidential Information**”.

(B) Obligations. The receiving party (1) shall hold all Confidential Information in confidence; (2) shall use the Confidential Information only for the purpose of performing its obligations under this Agreement; (3) shall reproduce the Confidential Information only to the extent necessary for such purpose; (4) shall restrict disclosure of the Confidential Information to its employees, consultants, agents and representatives with a need to know and who are bound to protect the confidentiality of such Confidential Information (and shall advise such employees, agents and representatives of the obligations assumed herein); and (5) shall not disclose or cause to be disclosed the Confidential Information to any third party without prior written approval of the disclosing party, except as allowed under (4) above.

(C) Exceptions. The foregoing restrictions do not apply to Confidential Information that (1) is or becomes a part of the public domain through no wrongful act or omission of the receiving party; (2) was in the receiving party’s lawful possession before the disclosure and had not been obtained by the receiving party either directly or indirectly from the disclosing party; (3) is lawfully disclosed to the receiving party by a third party without restriction on disclosure; (4) is independently developed by the receiving party without reference to or reliance on the Confidential Information; or (5) the disclosing party agrees in writing is free of such restrictions.

8. Termination.

(A) Termination. Termination shall be handled in accordance with Appendix A, Section 11B of DIR Contract No. DIR-TSO-3636.

(B) Survival. Except as otherwise specified in Section 8(C) below, Sections 3, 4, 5(A), 6, 7, 8(B), 8(C) and 9 survive any termination of this Agreement.

9. General.

(A) Export Laws. The Work Product is subject to certain export control laws and regulations that may

restrict exports, re-exports and disclosures to foreign persons of cryptographic items. Performance of this Agreement is expressly made subject to any export laws, regulations, orders or other restrictions imposed by any country or governmental entity on the Work Product or information relating thereto. Notwithstanding any other provision of this Agreement to the contrary, Customer shall not directly or indirectly import, export or re-export any Work Product or information pertaining thereto to any country or foreign person to which such import, export or re-export is restricted or prohibited unless Customer first secures, if applicable, an appropriate export license or other governmental approval. Customer unconditionally accepts full responsibility for compliance with these requirements.

(B) Governing Law. The validity, construction and performance of this Agreement shall be governed by the laws of the State of Texas. Any dispute arising under or in connection with this Agreement shall be subject to the exclusive jurisdiction of the state courts located Travis County, Texas. The "United Nations Convention on Contracts for the International Sale of Goods" does not apply. Nothing herein shall be construed to waive the sovereign immunity of the State of Texas.

(C) Entire Agreement; Modification. DIR Contract No. DIR-TSO-3636 and this Agreement and each SOW constitute the entire understanding between Customer and SA with respect to the subject matter hereof, and SA makes no representations to Customer except as expressly set forth herein or in the SOW. In the event of a conflict between this Agreement and an SOW, the SOW governs. Terms and conditions set forth in any purchase order or other document provided by Customer to SA that differ from, conflict with, or are not included in this Agreement or SOW are not part of any agreement between SA and Customer unless specifically accepted by SA in writing. This Agreement shall not be deemed or construed to be modified, amended or waived, in whole or in part, except by written agreement of the parties hereto. The failure of either party, in any one or more instances, to enforce any of the terms of this Agreement shall not be construed as a waiver of future enforcement of that or any other term.

(D) Assignability. Assignments shall be handled in accordance with Appendix A, Section 4B of DIR Contract No. DIR-TSO-3636.

(E) Severability. If any provision of this Agreement is for any reason held illegal or unenforceable, then such provision shall be deemed separable from the remaining provisions of this Agreement and shall in no way affect or impair the validity or enforceability of the remaining provisions of this Agreement.

(F) Notice. Notices shall be handled in accordance with Appendix A, Section 12 of DIR Contract No. DIR-TSO-3636.

(G) Force Majeure. Force Majeure shall be handled in accordance with Appendix A, Section 12 of DIR Contract No. DIR-TSO-3636.

(H) Counterparts. The parties may execute this Agreement in two or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

(I) Language. This Agreement has been drawn up in and shall be construed in accordance with the English language.

(J) Independent Contractors. The relationship between Customer and SA is solely that of independent contractors and not that of an agency, partnership, or joint venture. Neither party has the authority to represent or bind the other.

The undersigned hereby agree to the terms and conditions set forth herein and in any schedule or exhibit attached hereto as indicated by the signatures of their duly authorized representatives below.

SECUREAUTH CORPORATION

By: _____

Nick Mansour
EVP Worldwide Sales

By: _____

Name: _____

Title: _____