

IT IS IMPORTANT THAT YOU READ CAREFULLY AND UNDERSTAND THIS AGREEMENT. BY ACCEPTING THIS AGREEMENT, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS THEREOF AND REPRESENT AND WARRANT THAT THE INDIVIDUAL CLICKING "ACCEPT" HAS THE POWER, AUTHORITY AND LEGAL RIGHT TO ENTER INTO THIS AGREEMENT ON YOUR BEHALF. IF YOU DO NOT AGREE WITH ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT AND DO NOT WISH TO BE BOUND BY THIS AGREEMENT, PLEASE (I) DO NOT ACCEPT THIS AGREEMENT, (II) DO NOT ACCESS OR USE THE PROGRAM, AND (II) RETURN TO KRYPTOWIRE ALL DOCUMENTATION AND OTHER MATERIALS IN YOUR POSSESSION RELATED TO THE PROGRAM. IF YOU DO NOT ACCEPT THE AGREEMENT, YOU WILL NOT BE PERMITTED TO USE OR ACCESS THE PROGRAM AND KRYPTOWIRE WILL PROMPTLY REFUND TO YOU ALL AMOUNTS PAID BY YOU FOR USE OF AND ACCESS TO THE PROGRAM UNDER YOUR PURCHASE ORDER.

SERVICES AGREEMENT

This Services Agreement ("**Agreement**") is between you (both the individual accessing or using the Program and any single legal entity on behalf of which such individual is acting) ("**You**" or "**Your**") and Kryptowire LLC ("**Kryptowire**").

1. DEFINITIONS

1.1 "Derivative Work" means a new or modified work that is based on or derived from a preexisting work, including, without limitation, a work that, in the absence of a license, would infringe the copyright in such preexisting work or that uses trade secrets or other proprietary information with respect to such preexisting work.

1.2 "Documentation" means the user guides for use of the Program that Kryptowire makes generally available in connection with the Program.

1.3 "Program" means the hosted Kryptowire Enterprise mobile application security analysis tool, including any Updates (defined below) thereto, made available by Kryptowire to You under this Agreement.

1.4 "Purchase Order" means the order documentation executed by Kryptowire and You that forms a part of this Agreement.

1.5 "User" means any employee, contractor or agent who is authorized by You to utilize the Program in accordance with the terms and conditions of this Agreement.

2. RIGHT TO USE

2.1 Right to Use. Subject to the terms and conditions of this Agreement, Kryptowire (a) will use commercially reasonable efforts to make the Program available to You in accordance with the Documentation and this Agreement, and (b) hereby grants to You a limited, non-exclusive, non-transferable right:

(i) to have Users access and use the Program solely for Your internal business operations, consistent with this Agreement and the limitations specified or referenced in the Documentation; and

(ii) to use the Documentation in support of Your authorized access to or use of the Program.

2.2 Restrictions. You will not, and will not permit any third party to, (a) access, use or copy the Program (including the Documentation) except as expressly permitted by this Agreement; (b) sublicense, rent or lease the Program or use the Program for third-party training, commercial time-sharing or service bureau use; (c) copy, modify, translate, reverse engineer, disassemble, or decompile the Program, attempt to determine source code or protocols from, the executable code of the Program, or create any Derivative Works based upon the Program, except to the extent expressly permitted by applicable law, and then only after You have notified Kryptowire in writing of Your intended activities, or (d) access or use the Program for any unlawful or tortious

purpose. You shall ensure that all Users of the Program comply with the terms and conditions of this Agreement and all applicable laws and regulations. You shall be responsible for compliance with this Agreement by each User and shall monitor and manage all Users in connection with this Agreement.

2.3 Charges. The total, non-refundable fees for use of the Program shall be set forth in Your Purchase Order and shall be payable in accordance with the terms and conditions of Your Purchase Order.

2.4 Ownership. As between Kryptowire and You, Kryptowire retains all right, title and interest, including, without limitation, all patent rights, copyrights, trademarks, trade secrets, and other intellectual property rights in and to the Program (or any portion thereof) thereof, including, without limitation, any copy or Derivative Work of the Program (or any portion thereof) and any Update thereto. You agree to take any action reasonably requested by Kryptowire to evidence, maintain, enforce or defend the foregoing. You shall not take any action to jeopardize, limit or interfere in any manner with Kryptowire's ownership of and rights with respect to the Program or any Derivative Work thereof or Update thereto. You shall have only those rights in or to the Program and any Derivative Work thereof or Update thereto granted to You pursuant to this Agreement.

2.5 Data. Subject to Section 2.4, You will retain all right, title and interest in and to data created by Your operation of the Program to analyze mobile applications that have been developed by You or Your licensors ("**Your Data**") and Kryptowire will retain all right, title and interest in and to data created by Your operation of the Program to analyze mobile applications that have been developed by entities other than You or Your licensors ("**Kryptowire Data**"). Kryptowire hereby grants and will grant to You a limited, non-exclusive, non-transferable license (without the right to sublicense) to use the Kryptowire Data for Your internal business purposes only, in accordance with the terms and conditions of this Agreement. From time to time, Kryptowire may require access to Your Data in order to test and refine the Program, and, in such event, Kryptowire shall notify You of its desire to access Your Data and, with Your prior consent (such consent not to be unreasonably withheld), You shall grant to Kryptowire and its affiliates the right to use Your Data to test and refine the Program. For the avoidance of doubt, Kryptowire will retain all right, title and interest in and to all anonymized crash reporting data generated by Program and Kryptowire shall automatically have a right to access and use such data for any purpose, including for a commercial purpose.

2.6 Support. Kryptowire will provide support to You and the Users through Kryptowire's generally available online ticketing and support system or such other system that Kryptowire makes generally available to its customers from time to time. Except as may otherwise be provided under a written support agreement entered into by Kryptowire and You, Kryptowire is under no obligation to provide engineering support services or otherwise to support the Program in any way, nor to provide any modification, error correction, bug fix, new release or other update (each an "**Update**") to or for the Program that Kryptowire does not make generally available to its customers from time to time. In the event Kryptowire, in its sole discretion, supplies or makes available any Update to You, such Update shall be deemed to be part of the Program hereunder and shall be subject to the terms and conditions of this Agreement. You have the discretion to grant Kryptowire the right to remotely access the Program, which Kryptowire shall use to provide the support and Updates described in this Section 2.5.

2.7 Modification. Kryptowire may modify the Program from time to time in its sole discretion, provided that no such modification shall materially reduce the functionality of the Program. If such modification materially reduces the functionality of the Program, then You may terminate this Agreement with thirty (30) days' prior, written notice to Kryptowire, provided that if Kryptowire provides a workaround or other resolution that mitigates such material reduction of functionality during such thirty (30) day period, then no such right of termination shall arise.

2.8 Service Performance. Kryptowire may from time to time engage consultants, independent contractors or subcontractors to assist Kryptowire in providing the Program under this Agreement.

2.9 Compliance. In addition to any other remedies available to Kryptowire, Kryptowire may suspend Your or any User's access to and use of the Program if You or any such User fails to comply with the terms of this Agreement or if Kryptowire reasonably suspects such failure to comply. Kryptowire shall not be deemed to be in breach of this Agreement solely as a result of such suspension.

3. WARRANTIES AND REMEDIES

3.1 Limited Warranties. Kryptowire warrants that the Program will substantially perform the functions described in the Documentation during the Term.

3.2 Disclaimer. THE WARRANTIES IN THIS SECTION 3 ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, ACCURACY, TITLE AND NON-INFRINGEMENT, ANY WARRANTIES THAT MAY ARISE OUT OF COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE AND ANY WARRANTIES THAT MAY ARISE UNDER THE UNIFORM COMMERCIAL CODE WITH RESPECT TO THE PROGRAM OR ANY OTHER PRODUCTS INCORPORATING THE PROGRAM. Kryptowire does not warrant that the Program will operate in combination with hardware, software, systems or data not provided by Kryptowire, except as expressly specified in the Documentation, or that the operation of the Program will be uninterrupted or error-free. You are responsible for the initial determination of whether a problem is caused by a Program error. Kryptowire does not provide assistance on the general use of the Program or problem diagnosis to customers that have not ordered support services from Kryptowire. Kryptowire shall have no liability for Your specific use of the Program. All evaluation, “beta” and pre-production releases of the Program provided by Kryptowire to You will be provided under the terms of a separate beta agreement, but in any case are provided “AS IS” without warranty of any kind, and use of any such release in a production environment is at Your sole risk.

3.3 Exclusive Remedies. You must report to Kryptowire, pursuant to the notice provision of this Agreement, any breach of the warranties contained in Section 3.1 during the warranty period. Your sole and exclusive remedies, and Kryptowire’s entire liability, for such a reported breach will be for Kryptowire to use commercially reasonable efforts to correct or provide a reasonable workaround for Program errors that caused the breach of warranty, or if Kryptowire is unable to make the Program operate as warranted, You will be entitled to terminate this Agreement with thirty (30) days’ prior, written notice to Kryptowire, provided that if Kryptowire provides a workaround or other resolution that mitigates such warranty breach during such thirty (30) day period, then no such right of termination shall arise.

3.4 Limitations. Kryptowire will have no obligations under Section 3.3 if the breach of warranty is caused by (a) Your abuse, misuse, alteration, neglect or accidental damage of the Program, (b) Your unauthorized repair or modification of the Program, or (c) Your use or attempted use of non-Kryptowire software or hardware in combination with the Program, except as otherwise provided for in the Documentation. Replacement or repair of the Program does not extend its warranty period beyond the original warranty expiration date.

4. COPYRIGHT AND TRADE SECRET INDEMNIFICATION

Kryptowire shall defend, indemnify and hold You harmless from and against any loss, liability, damage or cost (including reasonable attorneys’ fees) in connection with any third party claim of United States copyright infringement or trade secret misappropriation relating to Your access to or use of the Program in accordance with the terms and conditions set forth in this Agreement and the Documentation, provided that You promptly notify Kryptowire in writing of any such claim and allow Kryptowire to control, and fully cooperates with Kryptowire in, the defense of any such claim and all related settlement negotiations. In the event an injunction is sought or obtained against Your access to or use of the Program as a result of any such infringement claim, Kryptowire may, at its sole option and expense, (a) procure for You the right to continue using the Program or (b) replace or modify the Program so that it does not infringe. Kryptowire shall have no liability for and to the extent permissible under applicable law, You shall indemnify and hold Kryptowire harmless from and against any loss, liability, damage or cost (including reasonable attorneys’ fees) in connection with any third party claim based upon (i) use of other than the then-current, unaltered version of the Program, unless the infringing portion is also in the then-current, unaltered release; (ii) use, modification, operation or combination of the Program with non-Kryptowire programs, data, equipment or documentation if such infringement would have been avoided but for such use, modification, operation or combination; (iii) compliance with Your designs, specifications or instructions; or (iv) any third party software. THE FOREGOING CONSTITUTES THE ENTIRE LIABILITY OF KRYPTOWIRE, AND YOUR SOLE AND

EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIMS OF INFRINGEMENT OR MISAPPROPRIATION OF THIRD-PARTY RIGHTS.

5. TERMINATION

5.1 Term. This Agreement is effective until the expiration date set forth in Your Purchase Order or until terminated in accordance with Sections 2.7, 3.3 or 5.

5.2 Termination for Breach. Kryptowire may terminate this Agreement at any time upon Your breach of any of the provisions hereof.

5.3 Suspension of Program. In addition to any other remedies, Kryptowire may suspend access to the Program if You fail to pay the charges due under any Purchase Orders within thirty (30) days after the applicable due date. Kryptowire shall not be deemed to be in breach of this Agreement solely as a result of such suspension.

5.4 Effect of Termination. Upon expiration or termination of this Agreement, (a) the provisions of Sections 2.2, 2.3, 2.4, 2.5, 2.9, 5.4, 6, 7, 8 and 9 shall survive, and (b) You will cease all use of the Program, return to Kryptowire or destroy all Documentation and related materials in Your possession, and so certify to Kryptowire.

6. CONFIDENTIAL INFORMATION

You shall treat and hold the Program, the terms of this Agreement, Kryptowire Data, and any other confidential information provided by Kryptowire to You in connection herewith in strict confidence and shall restrict access to the Program to Users. To the extent the performance of its obligations under this Agreement requires Kryptowire to be exposed to any information that is identified prior to disclosure by You as being confidential or proprietary, Kryptowire shall not disclose such information to any third parties and shall use such information only to the extent necessary to perform under this Agreement; provided, however, no such obligations shall apply to information in the public domain, received from third parties under no obligation of confidentiality or previously known by the applicable party. The parties shall hold the terms of this Agreement in confidence.

7. LIMITATION OF LIABILITY

To the extent allowed by applicable law, Kryptowire's entire liability to You for damages concerning performance or nonperformance by Kryptowire or in any way related to the subject matter of this Agreement, regardless of whether the claim for such damages is based in contract, tort, strict liability, or otherwise, shall not exceed the amounts received by Kryptowire under this Agreement.

8. CONSEQUENTIAL DAMAGES WAIVER

TO THE EXTENT ALLOWED BY APPLICABLE LAW, IN NO EVENT SHALL KRYPTOWIRE BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES, DAMAGES FOR LOST PROFITS, LOST DATA OR LOST BUSINESS, OR ANY OTHER INDIRECT DAMAGES, EVEN IF KRYPTOWIRE HAS BEEN ADVISED AS TO THE POSSIBILITY OF SUCH DAMAGES. Kryptowire shall have no liability with respect to claims relating to or arising from the use of non-Kryptowire products and services, even if Kryptowire has recommended, referred or introduced You to such products and services.

9. GENERAL TERMS

9.1 Severability and Waiver. If any provision of this Agreement is held to be illegal, invalid or otherwise unenforceable, such provision will be enforced to the extent possible consistent with the stated intention of the parties, or, if incapable of such enforcement, will be deemed to be severed and deleted from this Agreement, while the remainder of this Agreement will continue in full force and effect. The waiver by either party of any default or breach of this Agreement will not constitute a waiver of any other or subsequent default or breach.

9.2 No Assignment. You may not assign, sell, transfer, delegate or otherwise dispose of, whether voluntarily or involuntarily, by operation of law, merger, change in control or otherwise, this Agreement or any

rights or obligations under this Agreement without the prior written consent of Kryptowire. Any purported assignment, transfer or delegation by You will be null and void. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective successors and assigns.

9.3 Relationship of the Parties. This Agreement shall not be construed as creating an agency, partnership, joint venture or any other form of association, for tax purposes or otherwise, between the parties, and the parties shall at all times be and remain independent contractors. Except as expressly agreed by the parties in writing, neither party shall have any right or authority, express or implied, to assume or create any obligation of any kind, or to make any representation or warranty, on behalf of the other party or to bind the other party in any respect whatsoever.

9.4 Notices. Any notice, request, demand, or other communication required or permitted hereunder shall be in writing, shall reference this Agreement and shall be deemed to be properly given: (a) when delivered personally; (b) when sent by facsimile, with written confirmation of receipt by the sending facsimile machine; (c) five (5) business days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (d) two (2) business days after deposit with an express courier, with written confirmation of receipt. All notices shall be sent to the address specified on Your Purchase Order (or to such other address as may be designated by a party by giving written notice to the other party pursuant to this Section).

9.5 Entire Agreement. This Agreement and the Purchase Order constitute the entire agreement between the parties and, other than any Kryptowire standard form customer agreement signed by the parties, supersede all prior or contemporaneous agreements or representations, written or oral, concerning the subject matter of this Agreement. In the event of a conflict between the terms of this Agreement and a signed Kryptowire standard form customer agreement, the terms of the signed customer agreement will control. This Agreement may not be modified or amended except in a writing signed by a duly authorized representative of each party; no other act, document, usage or custom will be deemed to amend or modify this Agreement. It is expressly agreed that the terms of this Agreement and the Purchase Order will supersede the terms in any of Your purchase orders or other ordering documents.

BY CLICKING ON THE "I ACCEPT" BUTTON BELOW, YOU ACKNOWLEDGE THAT (1) YOU HAVE READ AND REVIEWED THIS AGREEMENT IN ITS ENTIRETY, (2) YOU AGREE TO BE BOUND BY THIS AGREEMENT, (3) THE INDIVIDUAL SO CLICKING HAS THE POWER, AUTHORITY AND LEGAL RIGHT TO ENTER INTO THIS AGREEMENT ON YOUR BEHALF, AND (4) BY SO CLICKING, THIS AGREEMENT CONSTITUTES YOUR BINDING AND ENFORCEABLE OBLIGATIONS.

I ACCEPT

I DO NOT ACCEPT, PLEASE REFUND
AMOUNTS PAID FOR THE PROGRAM UNDER
THE PURCHASE ORDER