

All references to Sourcefire, Inc. in these Terms and Conditions should be read as “Contractor (immixTechnology, Inc.), acting by and through its supplier, Sourcefire.”

TERMS AND CONDITIONS FOR SOURCEFIRE PRODUCTS AND SERVICES

1. DEFINITIONS

The following capitalized terms shall have the following meanings in this EULA:

- 1.1. “Appliance” means any Sourcefire-branded network security appliance made available to You, consisting of Hardware and pre-installed Sourcefire Software and/or other Licensed Materials.
- 1.2. “Documentation” means written information (whether contained in user or technical manuals, training materials, specifications or otherwise) pertaining to the use of the Sourcefire Products and made available by Sourcefire with the Sourcefire Products in any manner (including on CD-ROM, or on-line), including any pertinent Updates.
- 1.3. “Hardware” means the hardware components of any Appliance on which Sourcefire Software is installed and runs.
- 1.4. “Laws” means, collectively, all international and national laws, treaties, statutes, ordinances, regulations and other types of government authority (including without limitation the laws and regulations governing export control, unfair competition, anti-discrimination, false advertising, privacy and data protection, and publicity).
- 1.5. “Licensed Materials” means any Sourcefire Software and/or Documentation licensed by Sourcefire to You hereunder.
- 1.6. “Party” or “Parties” means, individually each party hereto, and collectively all the parties to this Agreement.
- 1.7. “Products” means the Sourcefire Products and/or the Third Party Products made available to You hereunder.
- 1.8. “Sourcefire Products” means the Appliance(s) and/or Licensed Materials made available to You hereunder.
- 1.9. “Sourcefire Software” means the machine-readable computer software programs licensed by Sourcefire to You hereunder, including any pertinent Updates.
- 1.10. “Third Party Products” means any products or other materials made available to You hereunder which are not Sourcefire Products.
- 1.11. “Updates” means with respect to Licensed Materials any Sourcefire-approved periodic patches, updates, error corrections, improvements, enhancements, additions and other modifications thereto, or revised versions thereof, which may be made available from time to time. Unless otherwise defined herein, the capitalized terms used in this EULA shall be defined in the context in which they are used.

2. RESERVED.

3. LICENSE GRANT

Subject to the terms and conditions of this Agreement, Sourcefire grants to You a limited non-exclusive and non-transferable license to download, install and use for Your internal operations and internal security purposes the

Licensed Materials for which You have paid the required license fees to Sourcefire or a Reseller, as applicable. Such Licensed Materials may be delivered to You pre-installed on an Appliance, on a recorded or fixed media, or may be made available to You via download from a website designated by Sourcefire. In order to use the Sourcefire Products, You may be required to input a registration number, product authorization key or otherwise register Your copy of the Sourcefire Products online at Sourcefire's designated website to obtain the necessary license key or license file. You shall own the Appliance that You purchase and the magnetic or other physical media upon which the Licensed Materials are originally or subsequently recorded or fixed, but Sourcefire or Sourcefire's licensors, as applicable, retain all title, copyright and other intellectual proprietary rights in, and ownership of, the Licensed Materials regardless of the media upon which the original or any copy may be recorded or fixed. You may make one (1) copy of the Licensed Materials solely for internal backup purposes. Sourcefire and its licensors expressly reserve any rights in Licensed Materials not granted herein.

4. SCOPE OF USE

If You purchased an Appliance, You may only use the Licensed Materials pre-installed on the Appliance for which the Licensed Materials are provided and registered for use. Additionally, You may not deploy or use any Licensed Materials in a manner that exceeds the permitted number of connections to the applicable Appliance(s) associated with the license fees paid or payable by You. If Sourcefire Software is made available to You for use without an Appliance (i.e. a virtual product), Your use of such Sourcefire Software may not exceed the applicable use restrictions, number of licenses purchased and other limitations associated with the license fees paid or payable by You for such use. If any Sourcefire Software is licensed to You on a subscription or term basis, You may not deploy or use such software in a manner that exceeds the permitted number of users, term of license, monitored hosts or other subscription or term limitations associated with the applicable license fees paid or payable by You.

5. LICENSE RESTRICTIONS

You agree not to directly or indirectly: (i) sell, lease, rent, distribute, sublicense or transfer any of the Licensed Materials; (ii) reverse engineer, decompile, disassemble, decrypt or otherwise attempt to determine the source code of any of the Licensed Materials, except to the limited extent permitted by law; (iii) modify, make error corrections to or create derivative works based on the Licensed Materials; (iv) use any Licensed Materials for the benefit of any third parties (e.g., in an ASP, outsourcing or service bureau relationship) or in any way other than in its intended manner, except as otherwise permitted by Sourcefire; (v) remove, alter or obscure any proprietary or copyright notice, labels, or marks on the Hardware or within the Licensed Materials; (vi) disable or circumvent any access control or related security measure, process or procedure established with respect to the Appliance or any Licensed Materials or any other part thereof; or (vii) publish any results of benchmark tests run on the Sourcefire Products. You are responsible for all use of the Products obtained by You and for compliance with this Agreement; any breach of this Agreement by You or other user in connection with the use of those Products obtained by You shall be deemed to have been made by You.

6. INTELLECTUAL PROPERTY; TITLE

This Agreement does not transfer to You any title or any ownership right or interest in any Licensed Materials or in any other intellectual property rights of Sourcefire or in any Licensed Materials. You acknowledge that the Appliance(s) and the Licensed Materials contain, embody and are based upon patented or patentable inventions, trade secrets, copyrights and other intellectual property rights owned by Sourcefire and its licensors. If You purchased an Appliance, title and risk of loss to each Appliance transfers to You when the Appliance is delivered to Sourcefire's designated carrier for shipment. If you purchased an Appliance from a Reseller, the terms of such purchase are between You and such Reseller. In all instances, Licensed Materials are licensed to You pursuant to this Agreement and not sold to You.

7. TECHNICAL SUPPORT

You may obtain technical support for Sourcefire Products by separately enrolling in Sourcefire's customer support plan (the "Support Plan"; see <http://sourcefire.com/services/support.html>) by paying Sourcefire (or a Reseller) the then-applicable annual customer support fee. A copy of the current Support Plan terms and conditions is available for download at <https://support.sourcefire.com/Support-T&C.pdf>. All Updates received by You pursuant to the Support Plan shall be governed by, and licensed to You under, this Agreement.

8. CONFIDENTIALITY

As used herein, "Confidential Information" means any non-public technical or business information of Sourcefire (or its licensors), including without limitation, any information relating to Sourcefire's techniques, algorithms, software, know-how, current and future products and services, research, engineering, designs, financial information, procurement requirements, manufacturing or business forecasts, marketing plans and information, the terms and conditions of this Agreement, and any other information of Sourcefire (or its licensors) that is disclosed to You. You will take all reasonable measures to maintain the confidentiality of Sourcefire's Confidential Information, but in no event less than the measures You use to protect Your own confidential information. You will limit the disclosure of Sourcefire's Confidential Information to Your employees with a bona fide need to access such Confidential Information in order to exercise Your rights and obligations under this Agreement; provided that, all such employees are bound by a written non-disclosure agreement that contains restrictions at least as protective as those set forth herein. You agree that Sourcefire will suffer irreparable harm in the event that You breach any obligation under this Section 8 and that monetary damages will be inadequate to compensate Sourcefire for such breach. In the event of a breach, or threatened breach, of any of the provisions of this Section 8, Sourcefire, in addition to and not in limitation of any other rights, remedies or damages available to it at law or in equity, shall be entitled to a temporary restraining order, preliminary injunction and/or permanent injunction in order to prevent or to restrain any such breach.

9. INSTALLATION

You represent, warrant and covenant that You are solely responsible for the proper installation, configuration and management of the Appliance on which the Licensed Materials will be installed, as well as the installation of any separately provided Licensed Materials. You further understand and hereby acknowledge that the failure to properly configure and manage an Appliance, and the failure to properly install any separately provided Licensed Materials, may adversely affect the performance of the Appliance and the Licensed Materials. You represent, warrant and covenant that You will adhere strictly to the recommended minimum requirements specified in the Documentation. Sourcefire shall have no obligation under this Agreement to the extent an Appliance or any separately provided Licensed Materials fails to substantially perform the functions described in the Documentation, in whole or in part, because (i) You fail to meet specified minimum requirements; (ii) Your separate hardware fails to perform properly; (iii) You mis-configured an Appliance; or (iv) the Licensed Materials had been improperly installed. You further agree to indemnify and hold harmless Sourcefire, its Resellers and their respective officers, directors, employees or agent against any claims, losses, damages, liabilities or expenses arising from the failure of the Appliance or any Licensed Materials to perform as warranted where such failure to perform is attributable, in whole or in part, to (i) Your failure to meet the specified minimum requirements; (ii) the failure of Your hardware to perform properly; (iii) the mis-configuration of the Appliance; or (iv) the improper installation of the Licensed Materials, provided, however, the foregoing indemnification obligation shall not apply if You are the U.S. government.

10. WARRANTY AND DISCLAIMER

Sourcefire warrants that, for a period of ninety (90) days from the date of initial shipment of the Appliance or, in the case of Sourcefire Software separately provided to You, the date the Sourcefire Software is made available to You for download or delivered on a fixed media (as the case may be, the "Software Warranty Period"), the unmodified

Sourcefire Software will, under normal use, substantially perform the functions described in its Documentation. Sourcefire also warrants that for a period of one (1) year from the date of initial shipment of a new Appliance (the "Hardware Warranty Period") that the unmodified Hardware comprising such Appliance will, under normal use, be free of substantial defects in materials and workmanship. Neither of the aforementioned warranties apply if the Sourcefire Software or Appliance (i) has been altered, except by Sourcefire or its authorized representative, (ii) has not been installed, operated, repaired or maintained in accordance with instructions supplied by Sourcefire, (iii) has been subjected to abnormal physical or electrical stress, abnormal environmental conditions, misuse, negligence or accident by You, or (iv) is licensed for beta, evaluation, testing or demonstration purposes.

EXCEPT AS EXPRESSLY WARRANTED IN THIS SECTION 10, THE SOURCEFIRE PRODUCTS (INCLUDING, ANY EVALUATION AND BETA PRODUCTS), AND ANY OTHER DOCUMENTATION, MATERIALS AND/OR DATA PROVIDED BY SOURCEFIRE ARE PROVIDED "AS IS" AND "WITH ALL FAULTS," AND SOURCEFIRE EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND OR NATURE, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF OPERABILITY, CONDITION, TITLE, NON-INFRINGEMENT, NON-INTERFERENCE, QUIET ENJOYMENT, VALUE, ACCURACY OF DATA, OR QUALITY, AS WELL AS ANY WARRANTIES OF MERCHANTABILITY, SYSTEM INTEGRATION, WORKMANSHIP, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THE ABSENCE OF ANY DEFECTS THEREIN, WHETHER LATENT OR PATENT. THE SOFTWARE PRODUCTS ARE NOT FAULT-TOLERANT AND ARE NOT DESIGNED OR INTENDED FOR USE IN ANY HAZARDOUS ENVIRONMENT REQUIRING FAIL-SAFE PERFORMANCE OR OPERATION. SOURCEFIRE PRODUCTS ARE NOT FOR USE IN THE OPERATION OF AIRCRAFT NAVIGATION, NUCLEAR FACILITIES, COMMUNICATION SYSTEMS, WEAPONS SYSTEMS, DIRECT OR INDIRECT LIFE-SUPPORT SYSTEMS, AIR TRAFFIC CONTROL, OR ANY APPLICATION OR INSTALLATION WHERE FAILURE COULD RESULT IN DEATH, PHYSICAL INJURY OR PROPERTY DAMAGE. NO WARRANTY IS MADE BY SOURCEFIRE ON THE BASIS OF TRADE USAGE, COURSE OF DEALING OR COURSE OF TRADE. SOURCEFIRE DOES NOT WARRANT THAT THE APPLIANCE, THE SOURCEFIRE SOFTWARE OR ANY OTHER INFORMATION, MATERIALS, DOCUMENTATION OR TECHNOLOGY PROVIDED UNDER THIS AGREEMENT WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL ERRORS WILL BE CORRECTED. YOU ACKNOWLEDGE THAT SOURCEFIRE'S OBLIGATIONS UNDER THIS AGREEMENT ARE FOR YOUR BENEFIT ONLY. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, ANY THIRD PARTY PRODUCTS ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY WHATSOEVER.

Sourcefire's sole obligation and liability, and Your sole and exclusive remedy under the warranties set forth in Section 10 shall be for Sourcefire to use commercially reasonable efforts to remedy the problem, or to replace the defective Hardware and/or the Sourcefire Software, if Sourcefire is notified in writing of all warranty problems during the applicable warranty period.

11. LIMITATION OF LIABILITY

IN NO EVENT WILL SOURCEFIRE'S OR ANY OF ITS SUBSIDIARIES' OR AFFILIATES' AGGREGATE LIABILITY (INCLUDING, BUT NOT LIMITED TO, LIABILITY FOR NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, MISREPRESENTATION AND OTHER CONTRACT OR TORT CLAIMS) ARISING FROM OR RELATED TO THIS AGREEMENT, OR THE USE OF THE PRODUCTS, EXCEED THE AMOUNT OF FEES YOU PAID TO SOURCEFIRE OR ITS RESELLER, AS APPLICABLE, FOR THE PRODUCTS THAT GAVE RISE TO SUCH LIABILITY. UNLESS OTHERWISE EXPRESSLY STATED HEREUNDER, UNDER NO CIRCUMSTANCES SHALL SOURCEFIRE OR ANY OF ITS SUBSIDIARIES,

AFFILIATES, SUPPLIERS OR LICENSORS BE LIABLE FOR ANY OF THE FOLLOWING: (I) THIRD PARTY CLAIMS; (II) LOSS OR DAMAGE TO ANY SYSTEMS, RECORDS OR DATA; (III) INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR COVER DAMAGES (INCLUDING LOST PROFITS AND LOST SAVINGS); OR (IV) DAMAGES ARISING OUT OF ANY THIRD PARTY PRODUCTS, IN EACH CASE EVEN IF SOURCEFIRE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU ARE SOLELY RESPONSIBLE AND LIABLE FOR VERIFYING THE SECURITY, ACCURACY AND ADEQUACY OF ANY OUTPUT FROM ANY PRODUCTS, AND FOR ANY RELIANCE THEREON. THE LIMITATIONS OF LIABILITY IN THE ABOVE PARAGRAPHS OF THIS SECTION 11 ARE EACH INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

12. ESSENTIAL BASIS

The disclaimers, exclusions and limitations of liability set forth in this Agreement form an essential basis of the bargain between the Parties, and, absent any of such disclaimers, exclusions or limitations of liability, the provisions of this Agreement, including, without limitation, the economic terms, would be substantially different.

13. INFRINGEMENT OBLIGATIONS

13.1. Sourcefire will defend You from any unaffiliated third party claim that Your use of the Sourcefire Software as provided by Sourcefire to You under this Agreement, when used within the scope of this Agreement, infringes any unaffiliated third party's U.S. copyright ("Claim"). Sourcefire's obligations to You under this Section 13 are limited solely to paying (i) counsel hired by Sourcefire to defend the Claim; (ii) the reasonable and verifiable out-of-pocket costs incurred directly by You in connection with defending the Claim and/or assisting Sourcefire in the defense thereof; and (iii) subject to Section 11 herein, any direct damages finally awarded to such third party by a court of competent jurisdiction (after any appeals) or any settlement of the Claim to which Sourcefire consents in writing. Sourcefire's obligations under this Section 13 are expressly contingent upon: (x) You giving prompt written notice to Sourcefire of any such Claim; (y) You allowing Sourcefire exclusive control of the defense and any related settlement of any such Claim; and (z) You furnishing Sourcefire with reasonable assistance in connection with the Claim without prejudicing Sourcefire in any manner. Subject to the foregoing conditions, nothing in this Agreement shall prohibit You from hiring separate counsel, at Your own expense.

13.2. If Your use of the Products hereunder is, or in Sourcefire's opinion is likely to be, enjoined due to the type of Claim specified in Section 13.1, then Sourcefire may, at its sole option and expense but without obligation to do so: (i) procure for You the right to continue to use the Products under the terms of this Agreement; (ii) replace the Products with a functional equivalent; (iii) modify the Products so that they become non-infringing (including disabling the challenged functionality), provided the modified Products remain substantially equivalent in function to the enjoined Products; or (iv) repurchase the affected Products less depreciation at the rate of twenty-five percent (25%) per year, or pro rata for the part of the year, from the date of payment to the date of removal of the Products, and terminate the Agreement with respect to those Products. Further, if as a result of a Claim, a court of competent jurisdiction issues a final injunction (which has not been appealed) against Your use of any part of the Products, Sourcefire will, at its sole option, perform one of the remedy options listed in this Section 13.2. In either case, if Sourcefire selects option (ii), (iii) or (iv) listed in this Section 13.2, You shall immediately refrain from use of the allegedly infringing Products.

13.3. Sourcefire shall have no obligation or liability for any Claim to the extent that it arises out of or relates to: (i) Your use of the Products after Sourcefire notifies You to discontinue use due to a Claim; (ii) the combination of the Sourcefire Products with a non-Sourcefire application, product, data or business process; (iii) damages attributable to a non-Sourcefire application, product, data or business process; (iv) modifications to the Products made other than

by Sourcefire; (v) changes made by Sourcefire by or on behalf of You; (vi) continued use of the Products for which Sourcefire has provided You with modifications or substitute Products if use of such modifications or substitute Products would have prevented the Claim; or (vii) use of the Products in a manner prohibited under this Agreement.

13.4. THE PROVISIONS OF THIS SECTION 13 SET FORTH SOURCEFIRE'S SOLE AND EXCLUSIVE OBLIGATIONS, AND YOUR SOLE AND EXCLUSIVE REMEDIES, WITH RESPECT TO INFRINGEMENT, VIOLATION OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS OF ANY KIND. IN NO EVENT SHALL SOURCEFIRE'S LIABILITY TO YOU UNDER SECTION 13 EXCEED THE AMOUNT OF THE FEES PAID BY YOU FOR THE SOURCEFIRE PRODUCT THAT IS THE SUBJECT OF SUCH CLAIM.

14. VERIFICATION

You agree that Sourcefire or its designee shall have the right to periodically conduct on-site audits of Your use of the Products for the purpose of verifying that You are in compliance with Your obligations under this Agreement and have paid all applicable license fees. These audits will be conducted during regular business hours, and Sourcefire will make reasonable efforts to minimize interference with Your regular business activities. Alternatively, Sourcefire may request that You complete a self-audit questionnaire in a form provided by Sourcefire. If an audit or such questionnaire reveals unlicensed use of the Products, You agree to promptly order and pay for sufficient licenses to permit all usage disclosed.

15. EXPORT; RE-EXPORT

The Products are subject to export controls under the Laws of the United States and other countries. You shall comply with all such Laws governing export, re-export, transfer and use of the Products and will obtain all required U.S. and local authorizations, permits and licenses. Sourcefire assumes no responsibility or liability for Your failure to obtain such necessary authorizations, permits and licenses. Information regarding U.S. export laws can be found at www.bis.doc.gov. You agree not to use or transfer the Products for any use relating to the operation of nuclear facilities, chemical or biological weapons, or missile technology, unless authorized by the U.S. Government by regulation or specific written license.

16. U.S. GOVERNMENT END USERS

The Sourcefire Software and Documentation and the materials, information and data provided under this Agreement are prepared entirely at private expense and are "Commercial Items" as that term is defined in 48 C.F.R. 2.101. If you are an agency, department, or other entity of the United States Government, or funded in whole or in part by the United States Government, then your use, duplication, reproduction, release, modification, disclosure or transfer of this commercial product and data, is restricted in accordance with 48 C.F.R. §12.211, 48 C.F.R. §12.212, 48 C.F.R. §227.7102-2, and 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.211, 48 C.F.R. §12.212, 48 C.F.R. §227.7102-1 through 48 C.F.R. §227.7102-3, and 48 C.F.R. §§227.7202-1 through 227.7202-4, as applicable, this commercial product and data are licensed to U.S. Government end users (i) only as Commercial Items, and (ii) with only those rights as are granted to all other users pursuant to the Sourcefire's standard end user license agreement. In case of conflict between any of the FAR and DFARS provisions listed herein and this Agreement, the construction that provides greater limitations on the U.S. Government's rights shall control. For purpose of any public disclosure provision under any federal, state or local law, it is agreed that this commercial product and data are a trade secret and proprietary commercial products and not subject to disclosure.

17. FREE SOFTWARE

You acknowledge and agree that while certain open source Third Party Products are made available to You hereunder for free for use in combination with the Sourcefire Products, the terms and conditions under which such Third Party Products are being made available to You are as set forth in their respective third party agreements (the

“Third Party Agreements”), and that this Agreement in no way supplements or detracts from any term or condition of such Third Party Agreements. Sourcefire is not giving any warranties for these Third Party Products, to the extent permitted by applicable law, and Your use of these Third Party Products will be subject solely to such Third Party Agreements. Sourcefire will pass any Third Party Product warranties through to You to the extent Sourcefire is authorized to do so under their respective Third Party Agreements. A listing of these Third Party Products, including the applicable Third Party Agreements and other applicable disclosures, is available in the Documentation. You may obtain the source code to such open source code software in accordance with the directions set forth in the Documentation.

18. EVALUATION PRODUCTS

If You have been provided Products on an evaluation-only basis or beta-release basis (each, “Evaluation Products”) to evaluate their suitability for purchase and/or licensing on a for-fee basis (as the case may be, for “Evaluation”), You acknowledge and agree that the evaluation license key(s) for these Evaluation Products will be set with a set expiration date (the “Expiration Date”), pursuant to which upon activation of the Evaluation Products, You may use the Evaluation Products through the Expiration Date (the “Evaluation Period”) solely for their Evaluation. All Evaluation Products are provided to You “AS IS” without warranty or any kind, whether express, implied, statutory, or otherwise, and the limited warranties referenced in Section 10 and the indemnification obligations referenced in Section 13 above will not be applicable to Your use of the Evaluation Products. Sourcefire bears no liability for any damages resulting from use (or attempted use) of the Evaluation Products.

19. PRIVACY

By entering into this Agreement, You agree and consent that Sourcefire may collect, retain and use personal information supplied, including name, address, and e-mail address of individuals and payment details and other information. Personal information will be used primarily to provide services and product functionality to end-users. Sourcefire may also use personal information for additional communications, subject to an opt-out indication in writing not to accept such communications from Sourcefire and subject to applicable Laws. Sourcefire may engage other companies and individuals to perform functions on its behalf, such as payment processing, order fulfillment, marketing programs and customer service. Sourcefire may share personal information with such subcontractors in order to perform these and other functions, but such other subcontractors may not use Your personal information for other purposes, unless You agree. By entering into this Agreement, You agree and consent to the transfer of the supplied personal information to Sourcefire’s offices in the U.S. and elsewhere, for the purposes stated above. For more detailed information on the collection, use and transfer of Your personal information, and for information on how to opt out of or unsubscribe from the communications described above, please read Sourcefire’s privacy policy found on-line at Sourcefire website at www.sourcefire.com.

20. INSPECTION/ACCEPTANCE. The Contractor (immixTechnology, Inc.) can only, and shall only tender for acceptance those items that substantially conform to the software manufacturer’s (“Sourcefire, Inc.”) published specifications. Therefore, items delivered shall be considered accepted upon delivery. The Government reserves the right to inspect or test any supplies or services that have been delivered. The Government may require repair or replacement of nonconforming supplies or re-performance of nonconforming services at no increase in contract price. If repair/replacement or re-performance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights-

- (1) Within the warranty period; and
- (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

21. RESERVED**22. RESERVED.****23. RESERVED.****24. GENERAL**

If any provision of this Agreement is held to be illegal or unenforceable for any reason, then such provision shall be deemed to be restated to be enforceable to the maximum extent permissible under law, and the remainder of this Agreement shall remain in full force and effect. Neither Party shall be liable for any delay or failure due to a force majeure event and other causes beyond its reasonable control, provided, however, this provision shall not apply to Your payment obligations. You agree, at Sourcefire's request and reasonable expense, to provide reasonable assistance and cooperation to Sourcefire and its designees, and to give testimony and execute documents and to take such further acts reasonably requested by Sourcefire to acquire, transfer, maintain, perfect, and enforce Sourcefire's intellectual property rights as described in this Agreement. Amendments or changes to this Agreement must be in mutually executed writings to be effective. Sections 1-2, 5-6, 8-12 and 14-24, including all warranty disclaimers and use restrictions, shall survive the termination or expiration of this Agreement. The Parties are independent contractors for all purposes under this Agreement.

EXHIBIT A – SOURCEFIRE SUPPORT PLAN TERMS & CONDITIONS

A. DEFINITIONS: For purposes of this Agreement and the Guidelines, the following terms shall have the following meanings:

1. Covered Products. Those Sourcefire products that include both Software and Hardware as specified in one of the following documents: (i) invoice from Sourcefire to You, or (ii) executed sales quotation between You and Sourcefire, or (iii) a purchase order from You to Sourcefire.
2. Software. The application component of the Covered Product.
3. Hardware. The appliance on which the Software is installed and runs.
4. Support Plan Level. That level of support more fully described on the Sourcefire web site http://www.sourcefire.com/services/support_overview.html and specified in one or more of the following documents: (i) invoice from Sourcefire to You, or (ii) executed sales quotation between You and Sourcefire, or (iii) a purchase order from You to Sourcefire.
5. Initial Term. One (1) year period starting at the date of shipment for the applicable Covered Product. If You have multiple Covered Products, Sourcefire reserves the right to change the length of a particular term, and prorate Support Fees as necessary, so that the terms for all Covered Products begin and start on the same date.
6. RESERVED.
7. Support Fee. The then-current list price for the applicable Covered Product at the applicable Support Plan Level purchased. Support Fees for any Renewal Terms are subject to change based on Sourcefire's then-current pricing in effect; however, in no event will a Support Fee for a Covered Product at the same Support Plan Level during any

Renewal Term increase by more than 5% over the Initial Term or any preceding Renewal Term. All Support Fees are due annually in advance of the term covered.

B. POLICIES AND PROCEDURES. The following terms and conditions shall apply to all Support Plan Levels:

1. **Designated Contacts.** Access to Support Services by telephone or on-line via Sourcefire's website is limited to Your designated contacts. This allows for a centralized and efficient communication channel and it ensures that only Your authorized personnel are exposed to Your sensitive security-related information.
2. **Telephone Technical Assistance.** Sourcefire shall provide You with telephone technical assistance for the Covered Products during the times that are applicable for the Support Plan Level purchased.
3. **Updates.** Sourcefire shall make available to You any enhancements to the current version of the Software that Sourcefire generally releases or generally makes available at no additional cost to Sourcefire's other customers subscribing to the same Support Plan Level. An Update is any new version of the Software denoted by a change in any digit to the right of the decimal point in the version number (e.g., 1.0 to 1.1). You are responsible for acquiring, at your own cost, any updated or additional hardware, firmware and software necessary to implement or use any Update, including any required to retrofit or upgrade the Hardware.
4. **Repair and Replacement of Hardware.** Sourcefire shall, at its option, repair or replace any defective Hardware.
5. **Interruptions in Service.** If You do not continuously maintain a paid-up Support Plan, You shall pay the applicable Support Fees not previously paid for all prior Support Plan periods before you may resume the Support Plan.
6. **Your Responsibility.** In connection with Sourcefire's provision of the Support Services, You shall perform the following responsibilities: (1) maintain the Hardware on in good working order in accordance with the manufacturers' specifications, and in compliance with the minimum system requirements set forth in the Coved Product documentation, to ensure that any problems reported to Sourcefire are not due to hardware malfunction or Your improper maintenance; (2) supply Sourcefire with access to and use of information, facilities and personnel reasonably determined to be necessary by Sourcefire to render the Support Services; (3) reasonably perform any tests or procedures recommended by Sourcefire for the purpose of identifying and/or resolving any problems; (4) implement in a reasonably timely manner all Updates provided by Sourcefire. Your delay or failure to satisfy the foregoing shall relieve, for the duration of the delay or failure, Sourcefire's obligations under this Support Plan with respect to the Support Services requested.
7. **Hardware and Parts.** Units or parts used for replacement shall either be new or refurbished so that they are equivalent to new in performance. All units, parts and products removed from a Covered Product for replacement shall become the property of Sourcefire. You shall promptly return all units and parts to be replaced (or for which a replacement is provided) to Sourcefire in accordance with Sourcefire's instructions. You understand and agree that you are responsible for paying Sourcefire for the replacement parts, units and products if You do not return them to Sourcefire within twenty-one (21) days after the delivery of a replacement.
8. **Consistent Product Coverage.** For each facility at which You have Covered Products, Sourcefire requires that You purchase the same Support Plan Level for all Covered Products.
9. **Error Reporting.** You may submit to Sourcefire requests identifying potential errors in the Covered

Product. Requests should be in writing and directed to Sourcefire through the customer support page of the Sourcefire web site (<https://support.sourcefire.com>) and should provide Sourcefire with sufficient information to reproduce the error. Sourcefire retains the right to determine the final disposition of all requests, and will inform You of the disposition of each request. Sourcefire regularly publishes "known issue" lists on the support section of its web site, and shall also include "known issue" information with each Update.

10. Error Corrections. Sourcefire shall use commercially reasonable efforts to correct any reproducible and material error in the Covered Product with a level of effort reasonably commensurate with the severity of the error as set forth in the Guidelines. Sourcefire shall not be responsible for correcting errors not attributable to Sourcefire or that do not relate to Covered Products. Sourcefire may provide error corrections in the form of an Update.

11. Limitations and Exclusions. Sourcefire provides Support Services only with respect to Covered Products that are free of any additions or modifications that have not been made by or on behalf of Sourcefire or approved by Sourcefire in writing. Sourcefire shall provide the Support Services for the most current version of the Software and one (1) minor revision back. In addition, Sourcefire provides Updates only to the most recent version of the Covered Products as used on the platforms and in the operating environments designated by Sourcefire for use with the Covered Products. Sourcefire does not provide Support Services to address problems resulting from: (i) causes other than those arising in the ordinary use; or (ii) the use of third party software, firmware or data, or from the use of hardware, software or firmware not meeting Sourcefire's minimum recommended configuration; or (iii) use other than in the recommended operating environment. Support Services do not include the costs of developing or otherwise providing you with additional features, functionality or customizations to the Covered Products, which additional services may be purchased separately from Sourcefire.

12. Your Suggestions. Any suggested changes, clarifications, additions, modification or improvements (collectively, "Improvements") to the Software which You suggest to Sourcefire shall constitute an assignment to Sourcefire (without charge) of all right, title and interest in such Improvements. Sourcefire shall have the right, but not the obligation, to incorporate Improvements into the Software as it deems necessary. Sourcefire shall be the exclusive owner of the Improvements, including all intellectual property rights related thereto.

13. Changes; Additional Services. The scope of the Support Services and the Guidelines are subject to change based upon Sourcefire's then-current maintenance and support policies. Sourcefire shall use commercially reasonable efforts to notify You at least thirty (30) days prior to any material changes in Support Services. You agree to pay Sourcefire at Sourcefire's then-current hourly rates, for all additional maintenance and professional services rendered and which are not covered by the Support Fees. Sourcefire agrees not to bill You for any additional services outside the Support Services without a purchase order from You.

EXHIBIT B – SOURCEFIRE SERVICES AGREEMENT

1. Definitions. The following terms have the meanings specified or referred to in this Section 1 and shall be equally applicable to both the singular and plural forms. Each of Customer and Sourcefire is a "Party" and together are referred to herein as the "Parties."

"Confidential Information" shall have the meaning set forth in Section 8(a).

"Consulting Services" shall mean those tasks and activities provided by Sourcefire to assist with the deployment and integration of a Sourcefire-based solution for the Customer as more particularly described in a Statement of Work.

“Effective Date” shall mean the earlier of (i) Customer’s issuance of a purchase order; or (ii) the execution of a Sales Order or Statement of Work by Customer and Sourcefire.

“Laws” means, collectively, laws, statutes, ordinances, regulations and other types of government authority (including without limitation the laws and regulations governing export control, unfair competition, anti-discrimination, false advertising, privacy and data protection, and publicity).

“Network Appliance” means Sourcefire’s network security products, including the various hardware components, the Sourcefire Software, third party software and any patches, updates, improvements, additions and other modifications or revised versions that may be provided by Sourcefire from time to time.

“Order Form(s)” shall mean, either individually or collectively, the applicable form used by Customer to order Services under this Agreement, which are the Sales Order and Statement of Work.

“Product” means a Network Appliance and/or Sourcefire Software.

“Product Services” shall mean the standardized sets of tasks and activities provided by Sourcefire to assist with the installation, configuration, testing and tuning of Products for the Customer, and the planning, coordination, management and documentation of such tasks and activities. Product Services also includes standard Training and Educational Services.

“Renewal Term” shall have the meaning set forth in Section 9(a).

“Sales Order” shall mean Sourcefire’s standard form, or Customer form acceptable to Sourcefire, for ordering Product Services which sets forth the Product Services to be provided by Sourcefire to Customer, all applicable fees as well as any other specific terms relating to the provision of Product Services.

“Services” means the Product Services, Consulting Services and/or Training and Educational Services ordered under this Agreement pursuant to the terms herein, and as set forth in an applicable Order Form. Services shall not include maintenance or technical support.

“Sourcefire Materials” means any tangible or intangible materials provided to Customer by Sourcefire in the course of performing Services hereunder, excluding any and all third party and/or open source materials and software.

“Sourcefire Software” means Sourcefire’s proprietary software included on a Network Appliance or separately downloaded or delivered via a recorded or fixed media.

“Statement of Work” shall mean Sourcefire’s standard form for ordering Consulting or Training and Educational Services that describes the scope of such Services to be provided by Sourcefire to Customer, as well as any other specific term or condition relating to the provision of such Services. Each Statement of Work shall be governed by the terms of this Agreement and shall be incorporated herein.

“Term” shall have the meaning set forth in Section 9(a).

“Training and Educational Services” shall mean those instructional services provided to Customers by

Sourcefire as more particularly described on an Order Form. All non-standard Training Services shall be purchased through a Statement of Work.

2. Services.

(a) Services. Sourcefire or its designated third party service provider will provide the Services as set forth in the applicable Order Form. Order Forms shall set forth the Services to be performed, price and payment terms for such Services and any other assumptions or terms governing the particular Services. All Order Forms shall be governed by the terms and conditions of this Agreement and incorporated herein by reference. Such Services shall be provided at the Customer's facilities, third party facilities or remotely, as may be set forth in the applicable Order Form. All Educational Services are subject to the policies set forth at <http://www.sourcefire.com/services/education/policies.html>.

(b) Customer Obligations. Customer will provide Sourcefire with adequate facilities, equipment, telephone and internet communication applications (including all relevant source code and documentation) and accurate information regarding its business and needs and access to facilities, equipment, computers, technical resources, access to all operating systems, licensed copies of software, user accounts and all information and access reasonably needed by Sourcefire personnel in connection with the performance of the Services in a timely fashion. Additionally, Customer shall ensure version compatibility with software to be installed or used, shall meet Sourcefire's technical specifications and shall back up Customer's environment before Services begin.

(c) Project Coordinator. Sourcefire and Customer shall appoint a project coordinator who shall have day-to-day responsibility and authority for overseeing and coordinating the Services set forth in an Order Form.

(d) Changes to Services. All changes to Order Forms must be agreed upon by the Parties in a written amendment to the Order Form. Such amendment will be accompanied by an estimate of the additional costs and any delays or scheduling changes resulting from the requested change(s).

(e) Delays. In the event of (i) a delay by Customer in performing any obligation hereunder, (ii) a delay due to Customer's request for change(s) to the applicable Order Form, (iii) a delay due to any third party's act, failure to act or delay in performing any obligation whatsoever, or (iv) any other delay incurred as a result of Customer's actions, the performance and completion of Services shall be deemed postponed and the Parties agree to reschedule the performance and completion of the Services, and any time schedule set forth in the applicable Order Form shall be deemed amended accordingly. No such delay shall relieve or suspend Customer's obligation to pay Sourcefire under Section 3 below and, in addition to such payment obligations, Customer shall pay for any and all out of pocket expenses incurred by Sourcefire in connection with any such delay.

(f) Reserved.

(g) Usage of Services. If Customer does not schedule Product Services purchased within six (6) months of the date of the Order Form, the Parties agree that such Services may be deemed performed and completed, in Sourcefire's sole discretion, and all amounts due thereunder shall be invoiced to Customer and payable pursuant to the payment terms herein.

(h) Nonexclusive Services. The Services provided under this Agreement shall be nonexclusive.

3. RESERVED.

4. Intellectual Property Rights.

(a) License Grant/Ownership. Subject to the terms of this Agreement, Sourcefire grants Customer a nonexclusive, non-transferable right, solely for Customer's internal business operations, to use the Sourcefire Materials subject to all the terms of this Agreement and solely in connection with the licensed use of the Sourcefire Software. Customer shall own the magnetic or other physical media upon which the Sourcefire Software is originally or subsequently recorded or fixed, but Sourcefire or Sourcefire licensors retain all title, copyright and other intellectual proprietary rights in, and ownership of, the Sourcefire Software regardless of the media upon which the original or any copy may be recorded or fixed. Customer acknowledges that, subject to the license grant set forth in this Section 4, Sourcefire owns all intellectual property rights in and to the Sourcefire Materials and any and all modifications and derivative works thereof, provided, however, that to the extent that the Sourcefire Materials incorporate Customer's Confidential Information, Customer shall retain all right, title and interest therein.

(b) No Reverse Engineering/Other Restrictions. The rights granted in Section 4 (a) are subject to the following restrictions in this Section 4(b). Customer shall not, directly or indirectly: (i) sell, lease, redistribute or transfer any Sourcefire Materials; (ii) modify, translate, reverse engineer (except to the limited extent permitted by law), decompile, disassemble, create derivative works based on, copy, sublicense or distribute any Sourcefire Materials; (iii) rent or lease any rights in any Sourcefire Materials in any form to any person; (iv) use any Sourcefire Materials for the benefit of any third parties (e.g., in an ASP, MSSP, outsourcing or service bureau relationship) or in any way other than in its intended manner; or (v) remove, alter or obscure any proprietary notice, labels or marks on the hardware components of any Sourcefire Materials.

(c) Residual Knowledge. Customer acknowledges and agrees that Sourcefire retains the right to use its generalized knowledge, experience, and know-how (including but not limited to ideas, concepts, techniques, methodologies, practices and processes) related to the Services and any Sourcefire Materials delivered hereunder acquired in the course of performing Services hereunder and incidentally retained in intangible form. If during the performance of Services hereunder, Customer suggests to Sourcefire any new features, functionality or performance for the Network Appliance, Sourcefire Software or the Sourcefire Materials, and Sourcefire subsequently incorporates such features, functionality or performance into the Network Appliance, Sourcefire Software or the Sourcefire Materials, such features, functionality or performance as implemented by Sourcefire will be the sole and exclusive property of Sourcefire.

5. Warranty.

(a) Service Warranty. Sourcefire warrants for thirty (30) days from the performance of any Services by Sourcefire hereunder that the Services will be performed in a professional and workmanlike manner, consistent with generally accepted industry standards.

(b) Disclaimer. THE FOREGOING EXPRESS WARRANTY REPLACES AND IS IN LIEU OF ALL OTHER WARRANTIES OR CONDITIONS BY THE PARTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY IMPLIED OR OTHER WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT. SOURCEFIRE MAKES NO WARRANTY THAT ANY SOURCEFIRE MATERIALS WILL OPERATE ERROR-FREE, FREE OF ANY SECURITY DEFECTS OR IN AN UNINTERRUPTED MANNER. NOTWITHSTANDING ANY PROVISION TO THE CONTRARY, THE SOURCEFIRE MATERIALS ARE DISTRIBUTED "AS IS."

(c) Exclusive Remedy. Sourcefire's sole obligation and liability, and Customer's remedy, under the warranties set forth in this Section 5 shall be for Sourcefire to re-perform the Services, provided that Sourcefire is notified in writing of all warranty problems during the applicable warranty period.

6. RESERVED.

7. Limitation of Liability.

(a) Limitation of Liability. EXCLUDING LIABILITIES ARISING FROM EITHER PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 6 AND ANY LIABILITIES ARISING FROM CUSTOMER'S BREACH OF SECTION 4(B) (NO REVERSE ENGINEERING; OTHER RESTRICTIONS), IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY (INCLUDING, BUT NOT LIMITED TO, LIABILITY FOR NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, MISREPRESENTATION AND OTHER CONTRACT OR TORT CLAIMS) ARISING FROM OR RELATED TO THIS AGREEMENT, THE SERVICES OR THE SOURCEFIRE MATERIALS EXCEED THE AMOUNT OF FEES PAID AND PAYABLE TO SOURCEFIRE UNDER THE APPLICABLE ORDER FORM UNDER WHICH LIABILITY ARISES. NO ACTION, REGARDLESS OF FORM, ARISING OUT OF ANY ACTS OR OMISSIONS RELATING TO THIS AGREEMENT MAY BE BROUGHT BY EITHER PARTY MORE THAN TWO YEARS AFTER THE OCCURRENCE OF SUCH ACT OR OMISSION.

(b) Exclusion of Other Damages. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION, LIABILITIES RELATED TO A LOSS OF USE, PROFITS, GOODWILL OR SAVINGS) OR A LOSS OR DAMAGE TO ANY SYSTEMS, RECORDS OR DATA, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF ADVISED IN ADVANCE OR AWARE OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE.

8. Confidentiality.

(a) Definition. "Confidential Information" means: (i) any non-public technical or business information of a Party, including without limitation any information relating to a Party's techniques, algorithms, software, know-how, current and future products and services, research, engineering, vulnerability rules, designs, financial information, procurement requirements, manufacturing, customer lists, business forecasts, marketing plans and information whether written, oral or provided by any other means; (ii) any other information of a Party that is disclosed in writing and is conspicuously designated as "Confidential" at the time of disclosure or that is disclosed orally and is identified as "Confidential" at the time of disclosure; or (iii) the specific terms and conditions of this Agreement.

(b) Exclusions. Confidential Information shall not include information which: (i) is or becomes generally known to the public through no fault or breach of this Agreement by the receiving Party, including without limitation, the content of any open source program; (ii) the receiving Party can demonstrate by written evidence was rightfully in the receiving Party's possession at the time of disclosure, without an obligation of confidentiality; (iii) is independently developed by the receiving Party without use of or access to the disclosing Party's Confidential Information or otherwise in breach of this Agreement; (iv) the receiving Party rightfully obtains from a third party not under a duty of confidentiality and without restriction on use or disclosure, or (v) is required to be disclosed pursuant to, or by, any applicable Laws, court order or other legal process to do so, provided that the receiving Party shall, promptly upon learning that such disclosure is required, give written notice of such disclosure to the disclosing Party.

(c) Obligations. To the extent permitted by law, each Party shall maintain in confidence all Confidential Information of the disclosing Party that is delivered to the receiving Party and will not use such Confidential Information except as expressly permitted herein. Each Party will take all reasonable measures to maintain the confidentiality of such Confidential Information, but in no event less than the measures it uses to protect its own Confidential Information. Each Party will limit the disclosure of such Confidential Information to those of its employees with a bona fide need to access such Confidential Information in order to exercise its rights and obligations under this Agreement; provided that all such employees are bound by a written non-disclosure agreement that contains restrictions at least as protective as those set forth herein.

(d) Reserved.

9. RESERVED.

10. Miscellaneous.

(a) Legal Compliance. Each Party agrees to comply with all applicable Laws.

(b) RESERVED.

(c) Notices. Any notices under this Agreement will be personally delivered or sent by certified or registered mail, return receipt requested, or by nationally recognized overnight express courier, to the address specified herein or such other address as a Party may specify in writing. Such notices will be effective upon receipt, which may be shown by confirmation of delivery. All notices to Sourcefire shall be sent to the attention of General Counsel (unless otherwise specified by Sourcefire).

(d) RESERVED.

(e) Force Majeure. Neither Party shall be liable for any delay or failure due to a force majeure event and other causes beyond its reasonable control. This provision shall not apply to any of Customer's payment obligations.

(f) RESERVED.

(g) RESERVED.