



Mountain View, August 23th, 2011

Service Subscription Agreement

YONITA SECURITY SCANNER

THIS IS AN AGREEMENT BETWEEN YOU AND YONITA INCORPORATED. READ THIS AGREEMENT CAREFULLY BEFORE ACCEPTING IT.

BY ACCESSING OR USING YONITA SERVICES, YOU (CUSTOMER, AS DEFINED BELOW) ARE BECOMING A PARTY TO THIS AGREEMENT AND YOU ARE CONSENTING TO BE BOUND BY ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT.

THE TERMS AND CONDITIONS OF THIS AGREEMENT APPLY TO YOUR ACCESS TO AND USE OF THE YONITA SERVICES, INCLUDING ANY TECHNOLOGY, INFORMATION, MATERIALS AND UPDATES THAT YONITA INC. MAKES AVAILABLE TO YOU AS PART OF THIS FEATURE. IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS, DO NOT FURTHER USE THE WEBSITE YONITA.COM AND/OR THE SERVICES.

1. SCOPE

This is a legal agreement concerning your use of the Services described below. The rights granted to the Services are expressly conditioned upon acceptance of these Terms and Conditions by the legal entity or person acquiring the license and, if applicable, responsible for payment.

2. DEFINITIONS

2.1 "Yonita" means Yonita Inc., having its principal place of business at 800 West El Camino Real, Suite 180, Mountain View, CA 94040, United States.

2.2 "Customer" means the individual or legal entity specified in the Purchase Certificate. For legal entities, "Customer" includes any entity which controls, is controlled by, or is under common control with Customer.

2.3 "Application" means Customer's application(s) upon which Yonita will perform the test using Services.

2.4 "Authorized User" means (i) if Customer is an individual, solely Customer; (ii) if Customer is a legal entity, any employee, independent contractor and other temporary worker authorized by Customer to use the Service while performing duties within the scope of their employment or assignment.



2.6 "Documentation" means the document made available by Yonita online via Yonita.com or such other web address notified by the Yonita to the Customer from time to time (jointly and severally the "Websites") which sets out a description of the Services and the user instructions for the Services.

2.7 "Effective Date" means the earlier of the date that Customer accepts this Agreement or the date that Customer uses Services provided by Yonita.

2.8 "Services" mean the subscription services provided by Yonita to the Customer under this agreement via yonita.com or any other website notified to the Customer by Yonita from time to time, as more particularly described in the Purchase Certificate.

2.9 "Purchase Certificate" means evidence of a purchase of subscriptions, provided by Yonita to Customer in electronic or printed form representing purchase commitment mutually agreed upon between the parties.

2.10 "Subscription Term" means term of this agreement as set out in Purchase Certificate.

2.11 "Test" means security assessment that Yonita will perform on the Application utilizing the Services. Tests are conducted to ascertain the compliance of network devices and applications with certain published security standards and to disclose security vulnerabilities that may be present.

3. COPYRIGHT AND INTELLECTUAL PROPERTY

3.1 The names "Yonita" and Yonita logos and graphics are trademarks of Yonita Inc., and may not be used by you without the prior express written permission of Yonita Inc., which permission may be withheld in Yonita's sole discretion.

3.2 The data and content accessible, viewable, contained in, or downloadable from the Yonita.com website is copyrighted by Yonita Inc.

3.3 Viewing, reading, printing, downloading or otherwise using the Content in accordance with these Terms and Conditions does not entitle you to any ownership or intellectual property rights to the content.

3.4 Customer agrees to abide by the copyright law and all other applicable laws of the United States including, but not limited to, export control laws.

4. GRANT OF RIGHTS

4.1 Customer is only entitled to access and use the Websites and/or the Services for lawful purposes and pursuant to these Terms and Conditions.

4.2 Yonita hereby grants to the Customer a non-exclusive, non-transferable right and license to permit the Authorized Users to use the Service during the Subscription Term as set out in Purchase Certificate.

4.3 Customer hereby authorizes Yonita to conduct any and all mutually agreeable Tests on any devices and domains specified by Customer.

4.3 Customer may not:

(A) use the Service for illegal purposes or use the Service to test Applications user has no legal right to test;

(B) use or direct the Services to interact with applications, devices and addresses for which user is not expressly authorized to do so;

(C) use the Services in such a way as to create unreasonable load on applications, devices and addresses to which user has directed the Services to interact;

(D) use the Services, directly or indirectly, to initiate, propagate, participate, direct or attempt any attack, hack, or crack, or send bandwidth saturation, malicious or potentially damaging network messages;

(E) use the Services to perform any unlawful activity including but not limited to computer crime, transmission or storage of illegal content, or content or software in violation of intellectual property and copyright laws;

(F) transmit or store material that may infringe the intellectual property rights or other rights of third parties or that is illegal, tortious, defamatory, libelous, or invasive of another's privacy;

(G) transmit or store data belonging to another party without first obtaining all consents required by law from the data owner for transmission of the data to Yonita;

(H) transmit any material that contains software viruses or other harmful computer code, files or programs such as trojan horses, worms or time bombs;

(E) interfere with or disrupt servers or networks connected to the Service;

(F) attempt to gain unauthorized access to the Service, the accounts of other Service users, or computer systems or networks connected to the Service;

(G) reverse engineer, decompile, disassemble, modify, translate, make any attempt to discover the source code of the Services, or create derivative works from the Services;

4.4 Customer expressly acknowledges and agrees that the foregoing license is for use solely in connection with Applications that Customer has the legal right to test.

4.5 By subscribing to the Services, Customer certifies that is authorized to act on behalf of the owner or licensee of, or are the authorized representative of an individual, business or other legal entity having contractual usage rights to use, any and all Internet Protocol addresses and the associated computer hardware, network, storage, input/output, or electronic control devices, or software installed on such devices to which Customer direct those Services to be performed.



5. SERVICE LEVELS AND SECURITY

5.1 The Services may be inaccessible due to scheduled and unscheduled reasons, including maintenance updates, power outages, system failures, extended downtime and other interruptions. During such periods, Customer may be unable to access or use all of, or a portion of, Services. Some or all of Customer's data may be lost or corrupted.

5.2 Yonita uses a variety of security technologies and procedures to help protect unauthorized access or use of the Services; however, Yonita cannot guarantee that will be successful at doing so.

5.3 In order to operate and provide Services, Yonita collects certain information about Customer and Customer's use of Services. In particular, Yonita may access or disclose information about Customer, including the content of Customer's communications, in order to comply with the law or respond to lawful requests or legal process, or as Customer may otherwise authorize. Information that is collected by or sent to Yonita may be stored and processed in the United States or any other country in which Yonita or its affiliates, subsidiaries or service providers maintain facilities. Customer consents to any such transfer of information outside of Customer's country.

5.4 Customer is responsible for any product keys, security keys, and passwords, if any, and all assigned credentials and session tokens, including all activity associated with Customer use of Services through Customer account or associated accounts. Yonita will not be liable for any loss that Customer may incur that result from someone else using Customer Service access, passwords or any assigned credentials or tokens.

5.5 YONITA SERVICES CAN BRING DOWN THE APPLICATIONS OR CORRUPT AND/OR EXPOSE THE WEB APPLICATION'S DATA. YONITA RECOMMENDS THAT CUSTOMER TAKE APPROPRIATE PRECAUTIONS TO PROTECT CUSTOMER'S DATA AND APPLICATIONS.

6. PAYMENTS

Customer will pay to Yonita the subscription fee and other charges and expenses as set forth in an appropriate invoice or other purchase documentation. Yonita may charge Customer interest for any payment that is more than thirty (30) days past due at the rate of one and one-half percent (1.5%) per month or the highest amount allowed by law, whichever is lower.

7. RESTRICTED USE DURING EVALUATION PERIOD

7.1 Subject to the terms of this Agreement, Customer may be granted a right to use the Service for evaluation purposes without charge for a limited period of time from the date of the first use of the Service unless otherwise specified ("Evaluation Period").

7.2 Customer's use of the Service during Evaluation Period shall be limited to the internal evaluation of the Service for the sole purpose of determining whether the Service meets Customer's requirements and whether Customer desires to continue use of the Service.



7.3 Upon expiration of Evaluation Period, Customer must cease using the Service.

8. UPGRADES

Upgrades to new versions of the Services are optional and may be provided by Yonita either for free or at an additional charge pursuant to the upgrade terms set forth by Yonita on its web site or in a separate agreement between Customer and Yonita (if applicable).

9. INDEMNIFICATION

9.1 Yonita will defend and indemnify Customer for all costs (including reasonable attorney's fees) arising from a claim that Service furnished and used within the scope of this Agreement infringes a U.S. copyright or U.S. patent provided that: (i) Customer notify Yonita in writing within 14 days of the claim; (ii) Yonita has sole control of the defense and all related settlement negotiations, and (iii) Customer provide Yonita with the assistance, information, and authority necessary to perform the above.

9.2 Yonita will have no liability for any claim of infringement based on (i) code contained within the Service which was not created by Yonita; (ii) use of a superseded or altered release of the Service, except for such alteration(s) or modification(s) which have been made by Yonita or under Yonita's direction, if such infringement would have been avoided by the use of a current, unaltered release of the Service that Yonita provides to Customer, or (iii) the combination, operation, or use of any Service furnished under this Agreement with programs or data not furnished by Yonita if such infringement would have been avoided by the use of the Service without such programs or data.

9.3 In the event the Service is held or believed by Yonita to infringe, or Customer's use of the is enjoined, Yonita will have the option, at its expense, to (i) modify the Service to cause it to become non-infringing; (ii) obtain for Customer a license to continue using the Service; (iii) substitute the Service with other Service reasonably suitable to Customer, or (iv) if none of the foregoing remedies are commercially feasible, terminate the license for the infringing Service and refund any fees paid for the Service, prorated over a three-year term from the effective date of the Agreement.

10. LIMITED WARRANTY

10.1 YONITA PROVIDES THE SERVICES (IF ANY) "AS IS," "WITH ALL FAULTS" AND "AS AVAILABLE," AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, AVAILABILITY OF DATA FROM THE SERVICES, AND EFFORT IS WITH CUSTOMER. YONITA MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SERVICES (IF ANY). EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, YONITA DISCLAIMS ANY AND ALL REPRESENTATIONS OR WARRANTIES, EXPRESS, STATUTORY AND IMPLIED; INCLUDING WITHOUT LIMITATION (A) REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORT, ACCURACY, QUIET ENJOYMENT, AND NON-INFRINGEMENT, (B) REPRESENTATIONS OR WARRANTIES ARISING THROUGH COURSE OF DEALING OR USAGE OF TRADE, AND (C) REPRESENTATIONS OR WARRANTIES THAT ACCESS TO OR USE OF THE SERVICES WILL FUNCTION AS DESCRIBED, WILL BE UNINTERRUPTED OR ERROR-FREE, SECURE OR THAT CUSTOMER'S USE OF THE SERVICES WILL BE RELIABLE AND



ACCURATE, INCLUDING WITHOUT LIMITATION STORING, READING, UPDATING OR DELETING CUSTOMERS'S DATA. NO ORAL OR WRITTEN STATEMENT MADE TO CUSTOMER IN THE CONTEXT OF PROVIDING THE SERVICES (IF ANY) SHALL CREATE ANY WARRANTY THAT HAS BEEN EXPRESSLY DISCLAIMED IN THIS AGREEMENT.

10.2 NEITHER YONITA NOR ANYONE ELSE WHO HAS BEEN INVOLVED IN THE CREATION, PRODUCTION OR DELIVERY OF THIS PRODUCT SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, AND THE LIKE) ARISING OUT OF THE USE OR INABILITY TO USE SUCH PRODUCT OR RELATED TO THIS AGREEMENT, EVEN IF YONITA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10.3 YONITA SHALL NOT BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR LOST PROFITS ARISING OUT OF OR RELATED TO THIS AGREEMENT OR USE OF THE SERVICES, EVEN IF YONITA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10.4 IN NO EVENT WILL YONITA LIABILITY UNDER THIS AGREEMENT, OR RELATING TO ITS SUBJECT MATTER, EXCEED THE AMOUNT PAID BY CUSTOMER FOR THE SERVICES GIVING RISE TO THE CLAIM.

11. GENERAL

11.1 This Agreement will be governed by and construed in accordance with the laws of the State of California excluding that body of laws known as conflicts of law. Any legal action or proceeding arising under this Agreement will be brought exclusively in the federal or state courts located in the Northern District of California.

11.2 Neither party will be responsible for any failure or delay in its performance under this Agreement due to causes beyond its reasonable control, including, but not limited to, labor disputes, strikes, lockouts, shortages of or inability to obtain labor, energy, raw materials or supplies, war, terrorism, riot, natural disasters or governmental action.

11.3 The parties expressly agree that Yonita shall not be responsible or liable for any failure or interruption of Customer's or any third party's Applications or network.

11.4 This Agreement is not transferable or assignable by Customer under any circumstances, without the prior written consent of Yonita.

11.5 Customer agree to be identified as a customer of Yonita and that Yonita may refer to Customer by name, trade name and trademark, if applicable, and may briefly describe Customer's business in Yonita's marketing materials, on Yonita's web site, in public or legal documents. Customer hereby grants Yonita a license to use Customer's name and any of Customer's trade names and trademarks solely pursuant to this marketing section.

11.6 All notices required or permitted under this Agreement will be in writing.



11.7 Customer agrees to comply fully with all relevant export laws and regulations, including those of the United States and the Member States of the European Union.

12. CONFIDENTIALITY

12.1 Customer hereby acknowledges and agrees that the Service constitute and contain valuable proprietary products and trade secrets of Yonita, embodying substantial creative efforts and confidential information, ideas, and expressions. Accordingly, Customer agrees to treat the Service as confidential in accordance with the confidentiality requirements and conditions set forth below.

12.2 Each party agrees to keep confidential all confidential information disclosed to it by the other party in accordance herewith, and to protect the confidentiality thereof in the same manner it protects the confidentiality of similar information and data of its own (at all times exercising at least a reasonable degree of care in the protection of confidential information); provided, however, that neither party shall have any such obligation with respect to use or disclosure to others not parties to this Agreement of such confidential information as can be established to: (i) have been known publicly; (ii) have been known generally in the industry before communication by the disclosing party to the recipient; (iii) have become known publicly, without fault on the part of the recipient, subsequent to disclosure by the disclosing party; (iv) have been known otherwise by the recipient before communication by the disclosing party; or (v) have been received by the recipient without any obligation of confidentiality from a source (other than the disclosing party) lawfully having possession of such information.

12.3 If Customer breaches any of its obligations with respect to the use or confidentiality of the Service, Yonita shall be entitled to equitable relief to protect its interests therein, including, but not limited to, preliminary and permanent injunctive relief.

12.4 Customer's obligations under Article 12 will survive the termination of this Agreement or of any license granted under this Agreement for whatever reason.

13. TERMINATION

13.1 If Customer fails to comply with the terms and conditions of this Agreement, this Agreement and Customer's right and license to use the Service will terminate immediately.

13.2 This agreement shall, unless otherwise terminated as provided in this clause, commence on the Effective Date and shall continue for the Subscription Term for such use as is authorized.

13.3 Customer may terminate this Agreement at any time by notifying Yonita. Customer agrees that upon termination, Yonita may take actions so that the Services no longer operates.

14. ENTIRE AGREEMENT

This License Agreement constitutes the entire agreement between the parties and may not be modified except in writing signed by both parties hereto.

END OF TERMS