

CORELIGHT, INC.
NOT FOR PRODUCTION LICENSE AGREEMENT

This Not For Production (“NFP”) License Agreement (“Agreement”) is a legal agreement between you (“Partner”), the entity on whose behalf Partner is authorized to enter this Agreement and all of Partner’s Affiliates that may use the Products, and **Corelight Inc.** (“Corelight”). If Partner purchases the Products for use by any of its Affiliate(s), Partner will ensure that such Affiliate(s) comply with the terms and conditions of this Agreement. Partner’s standard terms and conditions of sale, purchase order or other documents are for Partner’s convenience only and any terms set forth therein that are inconsistent with or add to the terms and conditions set forth in this Agreement shall not be binding on Corelight unless otherwise agreed by the parties in writing, and are hereby rejected.

1. DEFINITIONS.

“Affiliate” means an entity that controls (i.e. parent), is controlled by (i.e. subsidiary), or under common control with (i.e. sister) a party to this Agreement.

“Documentation” means the written technical documentation and specifications applicable to any given Product, excluding marketing collateral, such as datasheets and solution briefs.

“Sensor” means Corelight’s proprietary hardware appliance.

“Partner” means Reseller, or Technology Partner.

“Product” means the Sensor(s) and the Software that Partner has ordered, and Corelight has agreed to provide.

“Reseller” means a company or value-added reseller that purchases Products and/or Services for resale to End Users subject to the terms of their Corelight Indirect Reseller Agreement.

“Software” means the proprietary software developed by, Corelight in object code form, as well as any modifications, error corrections, bug fixes, or other updates thereto. “Software” also includes the associated Documentation.

“Technology Partner” means a partner that desires to achieve product interoperability between Corelight Products and their products subject to the terms of a current and active form of technology partner agreement with Corelight.

“Territory” means the geographic territory in which Partner has been authorized to market and/or sell Products pursuant to Partner’s separate Reseller or Technology Partner agreement with Corelight.

2. GRANT OF LICENSE; RESERVATION OF RIGHTS.

2.1. License. Provided Partner is in compliance with the terms and conditions contained herein, Corelight hereby grants Partner a nonexclusive, limited license, for the term of Partner’s Reseller or form of technology partner agreement with Corelight, as applicable (the “License Term”), to use the Products solely to demonstrate, market, and evaluate Products to End Users and prospective End Users in the Territory, or for development purposes with regard to Technology Partners. Partner may not use the Products for any other purpose, including without limitation to sell the Products to any End User or other third party. Unless otherwise agreed by the parties in writing, Partner may (i) use one (1) copy of the Software; (ii) download and use as many copies of the Documentation as necessary to support Partner’s use of the Products. Partner is allowed to make a reasonable number of copies of the Products for backup purposes only, provided that Corelight’s proprietary notices are contained in such copies.

2.2. Reservation of Rights. Except for the limited license set forth herein, Corelight, and/or its licensors, own all title and proprietary rights, including without restriction all intellectual property rights in and to the Software and Documentation, all copies thereof, and any modifications or derivatives made by Partner to the Software in violation of this Agreement, all of which contain valuable trade secrets of Corelight and/or its licensors. The use license described herein is not a sale of the Software or any copy of it, nor is it a waiver of the rights of Corelight under U.S. copyright laws or any other federal, state, or other applicable laws.

2.3. Restrictions. Partner acknowledges that the Software in source code form remains a confidential trade secret of Corelight and/or its licensors, and Partner may

not reverse engineer, decipher, decompile, modify or disassemble the Product(s) or otherwise attempt to derive the source code of the Software (except as authorized by law), extract the Software from the Sensor(s), incorporate the Software in whole or in part in any other software or product, or modify the Software, develop derivative works of the Software or allow others to do so, or to attempt to do any of the foregoing, without the express prior written consent of Corelight. Partner may not reproduce the Software or remove any copyright, trademark, proprietary rights, disclaimer or warning notices placed on, included in or embedded in any part of the Product(s). Partner will not, and will not permit any third party to, disclose the results of any benchmark, functionality or performance tests run on the Software to any competitors of Corelight.

3. THIRD PARTY PRODUCTS AND APPLICATIONS. Partner acknowledges that it may be able to use the Products to interoperate with products and applications developed and sold independently by third party vendors. Corelight does not warrant, and this Agreement does not cover, any third party vendor products or applications. Any purchase or use by Partner of any third party vendor product is solely between Partner and such vendor, and Partner agrees that Corelight has no liability or obligation to Partner for those products or applications, the results or use thereof, or the effect that the use thereof has on the operation of the Products.

4. PRICE, PAYMENT AND SHIPMENT.

4.1. Price and Payment. The Product’s purchase price, including any licensing fees and any related charges shall be as described in Exhibit A. All invoices shall be payable by Partner within thirty (30) days of the date of each invoice. Corelight shall subject all past due payments of undisputed amounts to interest accruing thereafter at the lesser of 1.5% per month or the highest lawful rate. Partner will pay all charges, including without limitation transportation and insurance and shall be responsible for all taxes, withholding, duties and other governmental assessments including, without limitation, sales, VAT and use taxes.

4.2. Shipment. All Products are delivered F.O.B. Company’s applicable warehouse or place of production. Subject to the terms and conditions of this Agreement, Company shall use its reasonable commercial efforts to fill promptly (by full or partial shipment) Reseller’s written orders for Products, which are accepted by Company at its main office, insofar as practical and consistent with Company’s then-current lead-time schedule, shipping schedule, access to supplies on acceptable terms and allocation of available products and capacity among Company customers. Reseller may not decrease or cancel any order. Any import licenses required by territory destinations are Partner’s responsibility. Partner will provide any special packaging requirements to Corelight for review and preparation prior to shipment. Shipment will be made to Partner’s identified facilities or freight forwarder. Partner will be responsible for all costs related to shipping, freight, insurance, taxes, and customs charges. Partner is obligated to obtain insurance against damage to the goods being shipped.

4.3. No Returns or Exchanges. Except for returns expressly permitted in in this Agreement), Corelight shall not accept any returns or exchanges of Products once the Products have been shipped.

5. WARRANTY DISCLAIMER. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED FOR IN THIS AGREEMENT, PARTNER ACKNOWLEDGES AND AGREES THAT THE PRODUCT IS FOR THE LIMITED PURPOSES SET FORTH HEREIN, NOT-FOR-PRODUCTION PURPOSES ONLY, AND IS PROVIDED “AS IS.” CORELIGHT AND ITS SUPPLIERS MAKE NO WARRANTIES IN CONNECTION WITH THE PRODUCTS (EXPRESS IMPLIED, STATUTORY OR OTHERWISE). CORELIGHT AND ITS SUPPLIERS SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE.

6. LIMITATION OF LIABILITY. TO THE MAXIMUM EXTENT PERMITTED BY LAW, CORELIGHT, ITS LICENSORS, AFFILIATES, AGENTS, AND SUPPLIERS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST DATA OR LOSS OF USE, OR PROCUREMENT OF REPLACEMENT GOODS, HOWEVER INCURRED BY PARTNER OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT

OR TORT, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL CORELIGHT'S AGGREGATE LIABILITY FOR DIRECT DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED FIVE THOUSAND DOLLARS (\$5,000). THE LIMITATIONS OF THIS SECTION 7 SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE.

7. CONFIDENTIALITY. Partner agrees that all code, inventions, algorithms, designs, know-how, ideas, and all business, technical and financial information it obtains from Company are the confidential property of Company and its suppliers ("Confidential Information"). Except as expressly and unambiguously allowed herein, Partner will hold in confidence and not use or disclose any Confidential Information. Partner's nondisclosure obligation will not apply to information it can document is generally available to the public (other than through breach of this Agreement).

8. COMPLIANCE WITH LAWS. Each party will comply fully with all international and national laws and regulations that apply to the Products and to Partner's use thereof including but not limited to all import and export laws and regulations. Partner will indemnify, to the fullest extent permitted by law, Corelight from and against any fines or penalties that may arise as a result of its breach of this Section 9.

9. TERM AND TERMINATION. Corelight may terminate this Agreement at any time if Partner is in breach of any of the material terms or conditions provided herein (including Partner's payment obligations), and such breach remains uncured more than thirty (30) days following receipt of Corelight's written notice of such breach. In addition, Corelight may terminate this Agreement immediately if Partner (i) no longer has a valid Partner agreement with Corelight as described herein and as determined in Corelight's sole discretion, or (ii) becomes the subject of a voluntary or involuntary petition in bankruptcy or any proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors. Upon any termination of this Agreement, Partner shall immediately cease using the Products and return the Products (and its accompanying Documentation) to Corelight. Any Section or provision of this Agreement, that by its nature should reasonably survive termination

hereof, shall survive in accordance with their respective terms.

10. GENERAL. All notices under this Agreement shall be in writing, and shall be deemed given when personally delivered, or three days after being sent by prepaid certified or registered U.S. mail to the address of the party to be noticed as set forth herein or such other address as such party last provided to the other by written notice. Reseller shall not have any right or ability to assign, transfer, or sublicense any obligation or benefit under this Agreement and any attempt to do so shall be void. Company may assign this Agreement in whole or in part. The failure of either party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights. This Agreement supersedes all proposals, oral or written, all negotiations, conversations, or discussions between or among parties relating to the subject matter of this Agreement and all past dealing or industry custom. No changes or modifications or waivers are to be made to this Agreement unless evidenced in writing and signed for and on behalf of both parties. In the event that any provision of this Agreement shall be determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. This Agreement shall be governed by and construed in accordance with the laws of the State of California (without regard to the conflicts of laws provisions thereof or the UN Convention on the International Sale of Goods). Unless otherwise elected by Company in writing for a particular instance, the sole jurisdiction and venue for actions related to the subject matter hereof shall be the state and U.S. federal courts located in California, and both parties consent to the jurisdiction of such courts; provided that without limiting Company' right to seek injunctive or other equitable relief in court, either party may elect (by written notice given prior filing a complaint or, in the case of the defendant, prior to answering a complaint) to resolve a dispute by binding arbitration in the English language in San Francisco, California under the rules of JAMS; the decision of the arbitrator will be enforceable in any court.. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees.

[INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the Effective Date by their duly authorized representatives.

Corelight, Inc.	
By (sign):	By (sign):
Print Name:	Print Name:
Title:	Title:
Date:	Date:

EXHIBIT A

Pricing