

<p style="text-align: center;">CACE Technologies</p> <p style="text-align: center;">WinPcap Professional Software License Agreement</p>

This WinPcap Professional Software License Agreement ("Agreement") is made as of _____ ("Effective Date") by and between CACE Technologies LLC with offices located at 1949 5th Street, Suite 103, Davis, California, USA, ("CACE" or "Licensor") and Licensee as defined hereunder

WITNESSETH:

WHEREAS, Licensor has developed, owns and manufacturers that certain product know as WinPcap Professional ("CACE Product"); and

WHEREAS, Licensee is in the business of distributing computer security software and hardware products, and providing support services for its products; and

WHEREAS, Licensee has inspected the CACE Product, has had an opportunity to review the CACE Product, is familiar with the CACE Product, and desires to receive a license from Licensor for purposes of including the CACE Product within a Licensee Product as defined herein; and

NOW, THEREFORE, in consideration of the mutual benefits of the covenants set forth below, CACE and Licensee hereby agree as follows:

ARTICLE I: RECITALS AND DEFINITIONS

Section 1.01 --Recitals: The above identification of parties and recitals are true and correct.

Section 1.02 --Definitions: The following definitions shall apply:

- (1) Access: The term "Access" and variants thereof shall mean to store data in, retrieve data from or otherwise approach or make use of (directly or indirectly) through electronic means or otherwise.
- (2) Authorized Facility: The term "Authorized Facility" shall mean the engineering facilities of Licensee .
- (3) Authorized Person: The term "Authorized Person" means employees of Receiving Party with a need to know Confidential Information who agrees to maintain the confidentiality of such Confidential Information, legal counsel for the Receiving Party and individuals or entities who are authorized in writing by Disclosing

Party to receive Confidential Information and who agree to abide by the restrictions of this Agreement concerning such Confidential Information.

- (4) Cancellation Notice: The term "Cancellation Notice" shall mean that written notice sent by one party to this Agreement to the other party to this Agreement seeking to cancel this Agreement because of breach by such other party.

- (5) Confidential Information: The term "Confidential Information" shall mean all proprietary information disclosed by the Disclosing Party to the Receiving Party which should reasonably be known to Receiving Party to be proprietary or confidential to Disclosing Party at the time such information comes into the possession or knowledge of Receiving Party and which is not: (i) already known to Receiving Party (ii) in the public domain; (iii) conveyed to Receiving Party by a third party without restriction; (iv) released by Disclosing Party without restriction; (v) independently developed by Receiving Party; and (vi) required by court order to be released by Receiving Party. This Agreement, the CACE Product, and all information in connection therewith shall be deemed Confidential Information of CACE.

- (6) Delivery Date: The term "Delivery Date" shall mean the date Licensee (i) downloads the CACE Product from a CACE FTP or Web site, (ii) receives the CACE Product from CACE as an email attachment, etc., or (iii) receives the CACE Product from CACE on electronic media such as a CD or DVD.

- (7) Defects: The term "Defects" shall mean programming or design errors that substantially impair the performance, utility and functionality of the CACE Product as represented in the Documentation.

- (8) Defect Notice: The term "Defect Notice" shall mean that certain written notice from Licensee to CACE identifying Defects.

- (9) Licensee: The term "Licensee" shall mean the individual or entity identified as Licensee on the signature page of this Agreement.

- (10) Licensee Product: The term "Licensee Product" shall mean the following Licensee hardware

and/or software product that includes the CACE Product and is marketed (or intended to be marketed) by the Licensee to End-Users:_____.

- (11) Disclosing Party: The term "Disclosing Party" shall mean a party to this Agreement who reveals its Confidential Information to the other party to this Agreement.
- (12) Distribution Term: The term "Distribution Term" shall mean a period of time starting on the Effective Date and continuing in perpetuity.
- (13) Documentation: The term "Documentation" shall mean the user manuals and technical reference manuals, if any, provided by CACE to Licensee in connection with the CACE Product as amended from time to time.
- (14) End-User: The term "End-User" shall mean any person or entity that licenses or purchases a Licensee Product. from the Licensee or Licensee's distributors.
- (15) Fee: The term "Fee" shall mean the following sum charged by CACE to Licensee to license the CACE Product as provided under Section 3.01:_____.
- (16) Receiving Party: The term "Receiving Party" shall mean a party to this Agreement who receives Confidential Information from the other party to this Agreement.
- (17) Restatements: The term "Restatements" shall mean Section 757 of the Restatement of Torts, Section 39 of the Restatement (Third) of Unfair Competition, and Section 1 of the Uniform Trade Secrets Act.
- (18) Support Services: The term "Support Services" shall mean installation services for the CACE Product, telephone consultations concerning use of the CACE Product, and training services for the CACE Product.
- (19) Territory: The term "Territory" shall mean worldwide.
- (20) Unauthorized Access: The term "Unauthorized Access" shall mean any access to the CACE Product except as licensed or authorized by the terms and conditions of this Agreement.
- (21) Unauthorized User: The term "Unauthorized User" shall mean any individual who accesses the CACE Product and the Documentation except for (1) employees of Licensee authorized

by Licensee to access the product for the purpose of using and implementing the CACE Product in accordance with the Documentation as part of the Licensee Product; promoting, demonstrating and distributing the CACE Product exclusively as part of or in conjunction with the Licensee Product; (2) employees of Licensee authorized by Licensee to interface the CACE Product with the Licensee Product, subject to the terms and conditions of this Agreement; and (3) Authorized Persons.

- (22) Warranty Period: The term "Warranty Period" shall mean the period of time beginning on the day the CACE Product is delivered by Licensee to an End-User and continuing for thirty days thereafter.

ARTICLE II: MARKETING AND DISTRIBUTION

Section 2.01 - Marketing Rights: CACE shall not market or disclose that Licensee uses the CACE Product as a component of Licensee Product unless permission to do so is granted to CACE by the Licensee.

Section 2.02 --Efforts: Licensee may promote and market the Licensee Product at its own sole discretion.

Section 2.03 --Costs: Licensee shall pay all costs of promotion, advertising, marketing, shipping and handling of the Licensee Product.

Section 2.04 --Proprietary Legends: Licensee shall not remove or alter any copyright notices, trademark notices, or proprietary legends affixed or displayed by CACE in connection with the CACE Product.

Section 2.05 - Non-exclusive: Licensee hereby acknowledges that the rights and licenses granted under the Agreement are non-exclusive and do not constitute a transfer of ownership. CACE may advertise, promote, market, and distribute the CACE Product to any and all individuals and entities within and outside the Territory in the exclusive discretion of CACE. CACE may also authorize third parties to advertise, promote, market and distribute the CACE Product to any and all individuals and entities within and outside the Territory in the exclusive discretion of CACE.

ARTICLE III: LICENSE RIGHTS

Section 3.01 --Grant of License: Subject to the terms and conditions of this Agreement, CACE hereby grants to Licensee a non-exclusive and non-transferable license for the Distribution Term to (i) acquire the CACE Product and Documentation exclusively for purposes of installing and implementing the CACE Product as part of or in conjunction with the Licensee Product; (ii) to interface the Licensee Product with the CACE Product as may be

intended; and (iii) 2 OEM Agreement to include the CACE Product as part of or in conjunction with the Licensee Product when the Licensee Product is sold or licensed to End-Users in the Territory. Licensee shall not distribute the CACE Product as a stand alone product.

Section 3.02 - CACE Product: Upon receipt of the Fee and final signature of this Agreement the Licensee will be entitled to acquire the CACE Product by (i) downloading the CACE Product from a CACE FTP or Web site, (ii) receiving the CACE Product from CACE as an email attachment, etc., or (iii) receiving the CACE Product from CACE on electronic media such as a CD or DVD. The CACE Product shall be deemed accepted by Licensee fifteen business days after the Delivery Date unless Defect Notice is received by CACE by such fifteenth day. Upon receiving Defect Notice from Licensee, CACE shall review the asserted Defect to determine if the Defect is valid. If, in the reasonable professional judgment of CACE, the Defect is valid, CACE shall correct the Defect and resubmit the CACE Product for acceptance by Licensee. If, in the reasonable professional judgment of CACE, the Defect is not valid, CACE shall submit to Licensee a written explanation of the reasons why such asserted Defect is not valid. The written explanation of CACE set forth herein shall be deemed accepted by Licensee within five business days after receipt by Licensee of the written explanation unless CACE receives from Licensee written notice rejecting such explanation and terminating this Agreement within such five day period. Upon receipt of Defect Notice from Licensee by CACE as set forth above, the CACE Product shall be deemed accepted by Licensee except as to the Defects specified in the Defect Notice.

Section 3.03 --Authorized Use: Licensee shall take commercially reasonable methods to prevent Unauthorized Users from accessing to the CACE Product. Licensee shall take commercially reasonable methods to prevent Unauthorized Access to the CACE Product.

ARTICLE IV: PAYMENT AND REPORTING

Section 4.01 --Fee: Licensee shall pay CACE the Fee upon 30 days of receipt of invoice.

Section 4.02 --Taxes: Licensee shall be responsible for the payment of, and shall indemnify and hold CACE harmless from, any sales, excise or use tax or taxes in lieu thereof including any interest and penalties (except taxes based upon income earned by CACE) which may be imposed by any governmental authority upon any use, distribution or sublicensing of the CACE Product by or through Licensee.

Section 4.03 --Risk of Loss: Licensee shall assume risk of loss for the CACE Product delivered to Licensee as of the Delivery Date.

ARTICLE V: INTELLECTUAL PROPERTY

Section 5.01 --Confidential Information: The Receiving Party shall not disclose Confidential Information except to Authorized Persons. The Receiving Party shall not duplicate or disclose Confidential Information except as otherwise permitted under this Agreement. In disclosing Confidential Information to Authorized Persons, the Receiving Party shall require such Authorized Person to abide by the restrictions of this Agreement concerning such Confidential Information before disclosing such Confidential Information to such Authorized Person.

Section 5.02 --Ownership and Title: Title to the CACE Product, including ownership rights to patents, copyrights, trademarks and trade secrets in connection therewith, shall be the exclusive property of CACE.

Section 5.03 --Employee Pirating: Both parties agree that inducing or soliciting (directly or indirectly) any employee of the other party is potentially detrimental to the relationship of the parties.

Section 5.04 --Modification: Licensee shall not modify the CACE Product. If the CACE Product is modified, such modifications shall be the sole and exclusive property of CACE and CACE shall own the rights, title and interests to such modifications and any resulting computer software, hardware and firmware, including copyrights and trade secrets related thereto.

Section 5.06 --Reverse Engineering: Licensee shall not reverse engineer the CACE Product and shall take commercially reasonable means that prevent the CACE Product to be reverse engineered.

Section 5.07 --Export: Licensee shall not redistribute the CACE Product in such a manner that it infringes on US Export Administration Regulations 15.

ARTICLE VI: WARRANTY

Section 6.01 - CACE Warranty: CACE hereby represents and warrants that during the Warranty Period, the CACE Product shall perform substantially as represented in the Documentation. The express warranty made hereunder concerning the performance of the CACE Product shall be void as of the date the CACE Product is modified by Licensee, an End-User, or any third party.

SECTION 6.02 --WARRANTY LIMITATION: THE WARRANTY SET FORTH IN SECTION 6.01 IS A LIMITED WARRANTY AND IS THE ONLY WARRANTY MADE BY CACE UNDER THIS AGREEMENT. EXCEPT FOR THE WARRANTY MADE BY CACE IN SECTION 6.01, CACE HEREBY DISCLAIMS, AND LICENSEE HEREBY WAIVES, ALL OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION,

ALL IMPLIED WARRANTIES OF
MERCHANTABILITY AND FITNESS FOR A
PARTICULAR PURPOSE.

Section 6.03 --Limitation of Damages: Neither party shall be liable to the other party under this Agreement for any consequential, exemplary, incidental or punitive damages, regardless of whether such party has been advised of the possibility of such damages in advance or whether such damages are reasonably foreseeable. The liability of CACE for any reason and for any cause of action whatsoever in connection with this Agreement and the CACE Product, regardless of the form of action, whether in contract or in tort, including negligence, shall be limited to the fee paid by Licensee to CACE in the twelve (12) months prior to the date the claimed damage or injury arose.

Section 6.04 --Force Majeure: Neither party shall be liable to the other party for failing to perform its obligations under this Agreement because of circumstances beyond the control of such party. Such circumstances shall include, but not be limited to, any acts or omissions of any government or governmental authority, natural disaster, act of a public enemy, riot, sabotage, disputes or differences with workers, power failure, delays in transportation or deliveries of supplies or materials, acts of God, terrorism, or any events reasonably beyond the control of such party. Notwithstanding any provision to the contrary, Licensee's payment and intellectual property obligations shall not be excused under this Section 6.04.

Section 6.05 - CACE Indemnification: Subject to Section 6.06, if a third party receives a judgment from a court of competent jurisdiction upholding claims that the CACE Product violates trade secrets, trademark, copyright or patent rights of such third party, CACE shall perform one or all of the following actions (as determined by CACE in its sole discretion) within one year of the date judgment in favor of such third party's claim is rendered by a court of competent jurisdiction:

(1) Replacement: Replace the CACE Product with a non-infringing product of substantially equivalent functional and performance capability;

(2) Modification: Modify the CACE Product to avoid the infringement without substantially eliminating the functional and performance capabilities of the CACE Product;

(3) Obtain License: Obtain a license for use of the CACE Product from the third party claiming infringement for use of the CACE Product. The remedies set forth herein shall be the sole and exclusive remedies of Licensee under this Section 6.05.

Section 6.06 - Licensee Indemnification: Licensee shall release, defend, indemnify and hold harmless CACE against any damages or liability (including reasonable attorney fees) arising from Licensee's unlicensed use or performance of the CACE Product.

Section 6.08 - Express Warranties: Licensee is not authorized to (and shall not) create any warranty obligations on behalf of CACE. Licensee shall not make any statements inconsistent or in conflict with CACE standard terms governing the CACE Product.

ARTICLE VII MISCELLANEOUS

Section 7.01 --Relationship of the Parties: Nothing herein shall be construed as creating a partnership or employment relationship between CACE and Licensee, or as authorizing either party to act on behalf of the other except as expressly authorized under this Agreement. Each party shall maintain its separate identity.

Section 7.02 --Public Announcements: All public announcements of the relationship of Licensee and CACE under this Agreement shall be subject to the prior written approval of Licensee and CACE.

Section 7.03 --Litigation Expense: In the event of litigation or arbitration arising out of this Agreement, each party shall pay its own costs and expenses of litigation or arbitration (excluding fees and expenses of arbitrators and administrative fees and expenses of arbitration).

Section 7.04 --Assignment: All assignments of rights under this Agreement by either party shall be made subject to the prior written consent of the other party, such consent not being unreasonably withheld. .

Section 7.06 --Complete Agreement: This Agreement is the sole agreement between the parties relating to marketing and use of the CACE Product by Licensee herein, and supersedes all prior proposals or prior agreements (oral or written) and all other communications between the parties relating to marketing of the CACE Product by Licensee.

Section 7.07 --Assurances: Both parties hereby represent and warrant that all representations, warranties, recitals, statements and information provided to the other party under this Agreement are true, correct and accurate to the best knowledge of the parties as of the Effective Date.

Section 7.08 --Amendments and Modifications: Alterations, modifications or amendments of this Agreement shall not be binding and shall be void unless such alterations, modifications or amendments are in writing and signed by CACE and Licensee.

Section 7.09 --Severability: If a provision of this Agreement is rendered invalid the remaining provisions shall remain in full force and effect.

Section 7.10 --Captions: The headings and captions of this Agreement are inserted for convenience of reference and do not define, limit or describe the scope or intent of this Agreement or any particular section, paragraph, or provision.

Section 7.11 --Counterparts: This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 7.12 --Governing Law: This Agreement shall be governed by the laws of the State of California, United States of America, and the federal copyright, trademark and patent laws of the United States of America, and venue shall be in Yolo or Sacramento County only.

Section 7.13 --Notice: All notices shall be in writing. Notices shall be deemed delivered when delivered by commercial overnight delivery service, Certified or Registered Mail - Return Receipt Requested -or by hand to the addresses set forth on the signature page of this Agreement for CACE and Licensee. Notices shall be deemed given on the date of receipt -as evidenced in the case of Certified or Registered Mail by Return Receipt.

Section 7.14 --Pronouns/Gender: Pronouns and nouns shall refer to the masculine, feminine, singular or plural as the context shall require.

Section 7.15 --Waiver: Waiver of a breach of this Agreement shall not constitute a waiver of any other breach. Failure to enforce any provision of this Agreement shall not constitute a waiver or create an estoppel from enforcing such provisions. Any waivers of a provision of this Agreement shall not be binding and shall be void unless such waiver is in writing and signed by the party waiving such a provision.

Section 7.16 --Equitable Remedies: The parties hereby acknowledge and agree that damages at law may be an inadequate remedy. In addition to other rights which may be available, each party shall have the right to seek specific performance, injunction or other equitable remedy (including, without limitation, the right to such equitable remedies prior to or pending arbitration) in the event of a breach or threatened breach by the other party.

Section 7.17 - Continuation: The terms of provisions of Articles I, II, V, VI and VII shall survive termination and cancellation of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed as of the Effective Date.

LICENSOR

LICENSEE

CACE TECHNOLOGIES LLC

BY : _____
[Representative of Licensor]

BY : _____

Print Name

Print Name

Title

Title

Date

Date

Address