

FIRST AMENDMENT TO OFFICE LICENSE/USER AGREEMENT

THIS FIRST AMENDMENT TO OFFICE LICENSE/USER AGREEMENT ("First Amendment") is made as of April 9, 2015, by and between NASH STREET PROPERTY ASSOCIATES, LLC, a Delaware limited liability company ("Licensor"), and LIVESAFE, INC., a Delaware corporation ("Licensee").

W I T N E S S E T H:

WHEREAS, by that certain Office License/User Agreement dated August 22, 2013 (the "License"), Licensor granted to Licensee a license to occupy approximately 1,818 rentable square feet of office space known as Suite #4 (the "Existing Premises"), in the building located at 1400 Key Boulevard, Arlington, Virginia (the "Building"), upon the terms and conditions set forth in the License;

WHEREAS, the Term of the License is scheduled to expire on April 30, 2015 (the "Scheduled Termination Date");

WHEREAS, Licensor and Licensee desire to (i) extend the Term of the License with respect to the Existing Premises for the period commencing on May 1, 2015 and ending on the date immediately preceding the Relocation Premises Commencement Date (as hereinafter defined), if applicable, (ii) relocate Licensee's business operations from the Existing Premises to certain other space comprising approximately four thousand six hundred fifty-seven (4,657) square feet of rentable area located on the eighth (8th) floor of the Building, measured in accordance with the Standard Method for Measuring Floor Area in Office Buildings established by the Building Owners and Managers Association (1996), and (iii) extend the Term of the License with respect to the Relocation Premises (as hereinafter defined) for an additional period of approximately three (3) years and four (4) months from the Relocation Premises Commencement Date; and

WHEREAS, Licensor and Licensee wish to amend the License in order to reflect (i) the extension of the Term of the License with respect to the Existing Premises, if applicable, (ii) the surrender by Licensee of the Existing Premises, and (iii) the occupancy by Licensee of the Relocation Premises, and to otherwise amend and modify the License, all as more particularly set forth herein.

NOW, THEREFORE, for and in consideration of the mutual promises herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto mutually agree as follows:

1. Any capitalized terms used in this First Amendment and not otherwise defined herein shall have the meanings ascribed to them in the License.
2. Notwithstanding anything to the contrary set forth in the License, the Term of the License with respect to the Existing Premises shall be extended, if applicable, for the period (the

“Existing Premises Extension Period”) commencing on the day following the Scheduled Termination Date and ending on the Relocation Premises Commencement Date. During the Existing Premises Extension Period all terms and conditions of the License shall be applicable, including, but not limited to, the Monthly License Fee payable by Licensee during the Existing Premises Extension Period which shall be at the same rate payable by Licensee during the month immediately preceding the Existing Premises Extension Period. Any monthly Service Fee paid from Licensee to Licensors for the period from the date Licensee vacates the Existing Premises (in accordance with the provisions of Section 4(B) below) to the Relocation Premises Commencement Date shall be credited to Licensee’s account and applied towards the Relocation Premises Monthly License Fee(s) next due hereunder (the “Existing Premises Credit”).

3. The Term of the License is hereby further extended only with respect to the Relocation Premises for a period of approximately three (3) years and four (4) months (the “Relocation Premises Term”), which Relocation Premises Term shall commence on the date (the “Relocation Premises Commencement Date”) that is the later to occur of (i) the date on which Licensors notifies Licensee that the Relocation Premises Licensors’ Work (as hereinafter defined) is substantially complete, or (ii) May 1, 2015, and which Relocation Premises Term shall expire at 11:59 p.m. on the last day of the fortieth (40th) full calendar month following the Relocation Premises Commencement Date (the “Relocation Premises Expiration Date”), unless earlier terminated pursuant to the provisions of the License, as modified by the provisions of this First Amendment, or pursuant to law. Notwithstanding the foregoing or anything to the contrary contained in the License, Licensors shall permit Licensee and its agents to enter the Relocation Premises during the period commencing on the date which Licensors reasonably anticipates to be the fourteenth (14th) day prior to the Relocation Premises Commencement Date, at Licensee’s sole cost and expense, to install Licensee’s data and communications wiring and to inspect the Relocation Premises Licensors’ Work, provided that that (i) Licensee and its agents and contractors shall be deemed to be bound by all of the terms, covenants, provisions and conditions of the License, including, but not limited to, Licensee’s indemnification obligations, Licensee’s obligation to repair any damage which may occur to any of Licensee’s installations made prior to the Relocation Premises Commencement Date, and Licensee’s obligations regarding insurance, (ii) all such entries prior to the Relocation Premises Commencement Date shall be coordinated in advance with Licensors, and (iii) neither Licensee nor any of its contractors, agents or employees shall interfere with Licensors’ performance of the Relocation Premises Licensors’ Work. Licensee shall have the right to move into the Relocation Premises on the Saturday and/or Sunday immediately preceding the Relocation Premises Commencement Date and Licensee shall not be charged any costs with respect to Landlord’s personnel in connection with such weekend move into the Relocation Premises.

4. The License is hereby amended as follows:

(A) [Intentionally Omitted.]

(B) As of the Relocation Premises Commencement Date, Licensee shall vacate and surrender possession of the Existing Premises to Licensors and shall relinquish all of the rights granted to it under the License with respect to the Existing Premises on its behalf and on behalf of any parties claiming through it. Licensee shall leave the Existing Premises in “broom clean” condition, only ordinary wear and

tear excepted, on or before the Relocation Premises Commencement Date. Licensors shall have the right to dispose of any of Licensee's personal property of any type whatsoever, including, but not limited to, office equipment, cabinets, bookcases, supplies and other furnishings which remain in the Existing Premises after the Relocation Premises Commencement Date, in any manner it shall deem appropriate, and the proceeds of such disposition (or, in the event Licensors elect to retain them, the items themselves) shall belong entirely to Licensors. Licensee hereby expressly waives all rights it may have with regard to such personal property and expressly authorizes Licensors to dispose of same in any manner deemed appropriate by Licensors, Licensee hereby waiving any and all rights it may have with regard to Licensors' compliance with any laws for the benefit of Licensees or debtors, to the full extent that such rights may be waived by Licensee.

- (C) In the event that Licensee does not vacate the Existing Premises on or before the Relocation Premises Commencement Date, then, (i) at the sole option of Licensors, the License shall terminate on such date as to both the Relocation Premises and the Existing Premises, (ii) Licensors shall have the right, then and at any time thereafter, to exercise any or all of its rights and remedies set forth in the License, this First Amendment, and pursuant to law, or (iii) Licensors may exercise its rights set forth in both of the immediately preceding clauses (i) and (ii). Notwithstanding anything to the contrary contained herein, Licensee shall remain fully obligated for any and all of its obligations under the License with respect to the Existing Premises which have accrued as of the later to occur of the Relocation Premises Commencement Date or the date on which Licensee actually vacates the Existing Premises, as the case may be, whether or not Licensee has been billed for such obligations prior to such date, including, but not limited to, all Additional Fees set forth in the License.
- (D) Licensee represents and warrants to Licensors that, effective as of the Relocation Premises Commencement Date, (i) Licensee shall have paid for all improvements, work or services performed on or furnished to the Existing Premises and hereby indemnifies and holds Licensors harmless against and from any and all claims, costs, expenses, liabilities, and damages resulting from any breach of the foregoing representation and warranty, including, without limitation, reasonable attorneys' fees and disbursements (including those incurred by Licensors in enforcing this indemnity); and (ii) any and all sublicenses of any portion of the Existing Premises between Licensee, as sublicensor, and any third party, as sublicensee, shall have terminated as of the Existing Premises Termination Date, and no such sublicensee or licensee shall thereafter be in possession of any portion of the Existing Premises.
- (E) Licensee represents and warrants to Licensors that, effective as of the Relocation Premises Commencement Date, Licensee shall have canceled all contracts or agreements to which Licensee is a party for management, maintenance or other services relating to the Existing Premises.

5. Notwithstanding anything to the contrary contained in the License, including, but not limited to, anything to the contrary contained in the second Whereas clause thereof, as of the Relocation Premises Commencement Date, Licensor, for and in consideration of the covenants and agreements set forth herein, and the fees hereinafter specifically reserved, does hereby grant unto Licensee the right to occupy approximately 4,657 square feet of rentable area (the "Relocation Premises") located on the eighth (8th) floor of the Building, which Relocation Premises is hereby agreed to be that certain space which is shown on Exhibit A-3 attached hereto and made a part of the License. Except as otherwise herein expressly provided, on and after the Relocation Premises Commencement Date, the Relocation Premises shall be deemed to be the Licensed Space for all purposes of the License, such that both Licensor and Licensee shall have such respective rights and obligations with respect to the Relocation Premises as they previously had with respect to the Licensed Space.

6. Section 3.(A) of the License (captioned "License Fees") is hereby amended by adding the following language to the end thereof:

"Notwithstanding the foregoing or anything to the contrary contained in this License, commencing on the Relocation Premises Commencement Date, and continuing thereafter throughout the Relocation Premises Term, Licensee covenants and agrees to pay to Licensor in advance, without setoff, deduction, demand or counterclaim, on the first (1st) day of each calendar month during the Relocation Premises Term, the following amounts (the 'Relocation Premises License Fee'):

<u>Relocation Premises License Year</u>	<u>Rate of Relocation Premises License Fee Per Square Foot Per Annum</u>	<u>Rate of Relocation Premises License Fee Per Annum</u>	<u>Rate of Relocation Premises Monthly License Fee</u>
1	\$29.00 (based on 3,250 square feet)	\$94,250.00	\$7,854.17
2	\$30.31 (based on 4,000 square feet)	\$121,240.00	\$10,103.33
3	\$31.67 (based on 4,657 square feet)	\$147,487.19	\$12,290.60
4*	\$33.10 (based on 4,657 square feet)	\$154,146.70	\$12,845.56

*Not a full Relocation Premises License Year

A 'Relocation Premises License Year' shall be that period of twelve (12) consecutive calendar months commencing on the Relocation Premises Commencement Date, and each consecutive twelve (12) month period thereafter; provided, however, that if the Relocation Premises Commencement Date is not the first (1st) day of a month, then the second Relocation Premises License Year shall commence on the first (1st) day of the month following the month in which the first anniversary of the Relocation Premises Commencement Date occurs; and further provided, however, that the final Relocation Premises License Year shall be fewer than twelve (12) months and shall end on the Relocation Premises

Expiration Date. The earliest such twelve (12) month period shall be referred to as the "first Relocation Premises License Year," and each of the following Relocation Premises License Years shall similarly be numbered for identification purposes.

Notwithstanding the foregoing, Licensor shall grant to Licensee a 'fee holiday' from the payment of the monthly installments of the Relocation Premises License Fee (the 'Relocation Premises Monthly License Fee') for the first full two (2) months following the Relocation Premises Commencement Date (the 'Relocation Premises Free Fee Period'). During such Relocation Premises Free Fee Period, the Relocation Premises Monthly License Fee for the Relocation Premises shall be abated (such abatement being hereinafter referred to as the 'Relocation Premises Free Fee Allowance'); provided, however, that (i) Licensee shall remain obligated during the Relocation Premises Free Fee Period to perform all of Licensee's obligations under this License except as expressly set forth above (including, but not limited to, the payment of all Additional Fees coming due under this License), and (ii) in the event of any termination of this License by Licensor based upon a Default hereunder by Licensee, the entire amount of the Relocation Premises Monthly License Fees which would have otherwise been due and payable hereunder during the Relocation Premises Free Fee Period in the absence of the Relocation Premises Free Fee Allowance shall immediately become due and payable and any remaining Relocation Premises Free Fee Allowance hereunder shall be of no force or effect. In the event that the Relocation Premises Free Fee Period does not begin on the first (1st) day of a month, Licensee shall pay to Licensor a pro rata portion of the Relocation Premises Monthly License Fee (at the rate of 1/30th of the Relocation Premises Monthly License Fee per day) for the period from the Relocation Premises Commencement Date through and including the last day of the month immediately preceding the Relocation Premises Free Fee Period (net of the Existing Premises Credit), if applicable."

7. During the Relocation Premises Term, Licensee shall not be responsible for the payment to Licensor of Licensee's Share of Increased Operating Expenses or Licensee's Share of Increased Real Estate Tax Expenses pursuant to Section 3 of the License.

8. Licensee accepts the Relocation Premises in their "as-is" condition as of the Relocation Premises Commencement Date, and Licensor shall have no obligation to make any improvements to the Relocation Premises except as specifically hereinafter set forth. Licensor, at its sole cost and expense, shall perform the following work at the Relocation Premises in its Building standard manner using Building standard materials (the "Relocation Premises Licensor's Work"): (i) perform such work to the kitchen as described in Exhibit A-5 attached hereto; (ii) paint the Relocation Premises in two colors at Licensee's election (which shall be

made not later than five (5) business days following the date of full execution and delivery of this First Amendment by Licensor and Licensee, failing which Licensor shall make such election); (iii) construct demising partitions and create a new suite entry double wood door with glass inset; (iv) repair and/or replace damaged window treatments and/or glass; (v) repair and/or replace any missing or damaged carpet tiles (if applicable); (vi) remove the five (5) offices and one (1) office demising wall as depicted in the plan attached hereto as Exhibit A-4, and repair and all impaired carpet tiles (if applicable) and ceiling tiles as a result of such work; (vii) repair any damaged or unfinished window sills; and (viii) repair and/or replace any missing or damaged ceiling tiles.

9. In addition to Licensor's performance of the Relocation Premises Licensor's Work, Licensor shall make an allowance available to Licensee for the costs associated with Licensee's installation of cabling and wiring at the Relocation Premises (the "Relocation Premises Allowance") in an amount equal to the product of (a) Two Dollars (\$2.00) multiplied by (b) the number of square feet of rentable area comprising the Relocation Premises (i.e., 4,657 square feet of rentable area), which Relocation Premises Allowance may be used for Licensee's installation of data and communications cabling and wiring at the Relocation Premises, provided that Licensee furnishes Licensor with invoices and receipts evidencing the payment thereof and a waiver of liens from each contractor, subcontractor and supplier which performed such work. The Relocation Premises Allowance shall be reimbursed to Licensee within thirty (30) days following Licensor's receipt of a request which complies with the requirements of this paragraph. Payment of portions of the Relocation Premises Allowance may not be requested more than once in any thirty (30) day period.

10. Section 4 of the License (captioned "Delivery and Acceptance/Use/Surrender") is hereby amended by adding the following language to the end thereof:

"Notwithstanding the foregoing, if Licensor fails to provide any of the services provided for in this Section 4 and such suspension renders the Licensed Space untenable and continues for more than five (5) consecutive business days, if the reason for the suspension is anything other than due to an Unavoidable Delay (as hereinafter defined), all Relocation Premises Monthly License Fees due pursuant to Section 3(A) hereof shall be abated for the period commencing on the sixth (6th) consecutive business day of such suspension and concluding on the date that the service has been restored. Landlord shall use commercially reasonable efforts to maintain the temperature range at the Licensed Premises between 70 degrees and 78 degrees Fahrenheit from 7:00 a.m. to 6:00 p.m., Monday through Friday, and from 9:00 a.m. to 1:00 p.m., on Saturday, except federal holidays (the 'Building Hours'), and if the Building's engineer confirms that the temperature remains outside of such range during such hours for more than five (5) consecutive business days, then the Monthly License Fees due pursuant to Section 3(A) hereof shall abate in accordance with this Section 4. Licensor shall provide heat and air conditioning outside of the Building Hours at Licensee's expense, provided that Licensee gives Licensor notice by 1:00 p.m. on weekdays for after-hour service on the next weekday, two (2) business days' notice

before a federal holiday for service on such federal holiday and two (2) business days' notice for after-hour service on Saturday or Sunday. Licensor shall charge Licensee for such after-hour, federal holiday and special weekend service at Licensor's actual direct cost for such services. Licensor shall provide elevator service for common use (i.e., at least one (1) elevator serving the Garage and the Building shall be subject to call at all times, including Sundays and federal holidays). As used herein, the term 'Unavoidable Delay' shall mean strikes, labor disputes, shortages of material, labor or energy, acts of God, governmental restrictions, enemy action, civil commotion, fire, unavoidable casualty or any other causes beyond the control of Licensor."

11. Section 16.(F) of the License (captioned "Transfers") is hereby amended by adding the following language to the end thereof:

"Notwithstanding the foregoing, Licensor agrees that it shall not unreasonably withhold, condition or delay its consent to a proposed sublicensing, provided that all of the following conditions are satisfied: (1) there shall be no default at the time of the proposed sublicensing (or, if Licensee is in default, then provided Licensee cures the same within any applicable notice and cure period set forth in this License), (2) the proposed sublicensee shall be creditworthy, (3) the proposed sublicensee shall not be a governmental entity or a person or entity enjoying sovereign or diplomatic immunity, (4) the use of the Licensed Space by the proposed sublicensee shall not attract a volume, frequency or type of visitor or employee to the Building which is not consistent with the standards of a high-quality office building, (5) the proposed sublicensee shall specifically covenant and agree to perform the obligations of Licensee hereunder and to occupy the Licensed Space subject to the provisions of this Agreement, and (6) Licensee remains liable for the faithful performance of this Agreement. In the event Licensor permits Licensee to assign or sublicense all or a portion of the Licensed Space to a third party, fifty percent (50.00%) of any sums that are paid by such third party for the right to occupy the Licensed Space in excess of the sum of (i) the Relocation Premises Monthly License Fee then in effect plus (ii) reasonable costs actually incurred by Licensee in connection with such sublicense or assignment for third party brokerage commissions, advertising fees, attorneys' fees and tenant improvements shall be paid by Licensee to Licensor on a monthly basis as Additional Fees.

Notwithstanding the foregoing provisions of this Section 16.(F), Licensor agrees that so long as (a) no default is then existing (or, if Licensee is in default, then provided Licensee cures the same within any applicable notice and cure period set forth in this License), (b) no circumstance shall have occurred which with the giving of notice, the passage of time, or both would constitute a Default by Licensee, (c) the net worth, creditworthiness and liquidity factor of surviving entity into which Licensee shall merge are all greater than or equal to the net worth (in accordance with Generally Accepted Accounting Principles), creditworthiness and liquidity factor of Licensee as of the date of execution of

that certain First Amendment to Office License/User Agreement between the parties, and (d) Licensee or its permitted sublicensee or assignee named herein shall be occupying the entire Relocation Premises and actively conducting business therein, the provisions of this Section 16.(F) shall not be applicable with regard to an assignment of this License or a sublicensing of all or any portion of the Relocation Premises to Licensee's Affiliate (as hereinafter defined), so long as (1) Licensee originally named herein shall remain primarily liable under this License, notwithstanding any such assignment or sublicensing (unless Licensee has merged into such entity, in which case such surviving entity shall assume all of the obligations of Licensee under this License), (2) no other or further assignment or sublicensing to other than an Affiliate shall be permitted without Licensor's prior written consent, and (3) in the case of an assignment, the assignee executes an assignment and assumption agreement in Licensor's then standard form with respect to the assumption by the assignee of all of Licensee's then existing and future obligations under this License. An 'Affiliate' shall be a person or entity that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the Licensee, or which has succeeded to the ownership of Licensee or of substantially all of Licensee's assets by merger or consolidation. 'Control' shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person or entity, whether through ownership of voting securities, by contract, or otherwise."

12. Section 17.(A) of the License (captioned "Parking") is hereby amended with respect to all periods commencing on and after the Relocation Premises Commencement Date by (i) deleting from the first sentence thereof the language "four (4)" and inserting the language "eight (8)" in lieu thereof, and (ii) deleting from the second sentence thereof both instances of the language "Term" and inserting the language "Relocation Premises Term" in lieu thereof.

13. Licensor and Licensee acknowledge and agree that pursuant to Section 3.(A) of the License (captioned "License Fees") Landlord is currently holding a cash Deposit in the amount of Nine Thousand Nine Hundred Ninety-Nine Dollars and 00/100 cents (\$9,999.00), and that simultaneously with Licensee's execution of this First Amendment, Licensee shall deposit with Licensor an additional Twelve Thousand Five Hundred Nine and 83/100 Dollars (\$12,509.83), which shall be treated as part of the Deposit under Section 3.(E) of the License, such that the amount of the Deposit throughout the Relocation Premises Term shall be Twenty-Two Thousand Five Hundred Eight and 83/100 Dollars (\$22,508.83). In addition, simultaneously with Licensee's execution of this First Amendment, Licensee shall deposit with Licensor the amount of Seven Thousand Eight Hundred Fifty-Four Dollars and 17/100 cents (\$7,854.17) which shall be applied towards the Relocation Premises Monthly License Fee for the first full month following the Relocation Premises Free Fee Period.

14. Section 20 of the License (captioned "Access") is hereby amended with respect to all periods commencing on and after the Relocation Premises Commencement Date by deleting therefrom the language "twenty (20)" and by inserting the language "thirty (30)" in lieu thereof.

15. The License is hereby amended by inserting new Sections 22, 23 and 24 therein, which shall read as follows:

"22. LICENSOR'S RIGHT TO TERMINATE.

Notwithstanding anything in this License to the contrary, Licensor shall have the right, exercisable at Licensor's sole option and with no penalty, to terminate this License effective on or after December 31, 2017, by giving at least nine (9) months' prior written notice to Licensee (which written notice may be given prior to December 31, 2017, but which written notice shall not set forth a date of termination which is earlier than December 31, 2017), in which event this License shall terminate on the date set forth in such notice from Licensor to Licensee as if such date were the date originally fixed herein for the expiration of the Relocation Premises Term hereof, and neither party shall have any obligations hereunder accruing after the date of such termination.

23. LICENSEE'S RIGHT TO TERMINATE.

Notwithstanding anything in this License to the contrary, Licensee shall have the right, exercisable at Licensee's sole option, to terminate this License effective on or after December 31, 2017, by giving at least nine (9) months' prior written notice to Licensor (which written notice may be given prior to December 31, 2017, but which written notice shall not set forth a date of termination which is earlier than December 31, 2017), in which event this License shall terminate on the date set forth in such notice from Licensee to Licensor as if such date were the date originally fixed herein for the expiration of the Relocation Premises Term hereof, and neither party shall have any obligations hereunder accruing after the date of such termination. Licensee's right pursuant to this Section 23 shall be exercisable only if (a) Licensee is not then in default under this License (or, if Licensee is in default, then provided Licensee cures the same within any applicable notice and cure period set forth in this License), and (b) Licensee pays to Licensor, contemporaneously with the giving of its notice of termination, an aggregate amount equal to three (3) installments of Relocation Premises Monthly License Fee that would have otherwise been next coming due as of the date of termination.

24. MASTER SPACE.

Notwithstanding anything to the contrary contained in this License, throughout the Relocation Premises Term, Licensee shall have the non-exclusive right to access only the common areas of the Master Space (i.e., the kitchen and the bike storage areas) during the Master Space Hours, at no additional cost to Licensee except as specifically set forth in this License, and in accordance with all of the terms and conditions of this License, but Licensee shall have no right to access any of the conference rooms or other areas of the Master Space which are not common areas as determined by Licensor; provided, however, that upon at least forty-eight (48) hours' prior written notice to Licensor, and subject to availability, License shall be permitted to reserve the Master Space for its exclusive use after 5:00 p.m. up to three (3) times per calendar month during the Relocation Premises Term."

16. The License is hereby amended by inserting therein Exhibits A-3, A-4, A-5 and B-2 attached hereto, which Exhibits A-3, A-4, A-5 and B-2 are hereby incorporated into the License by reference and made a part hereof.

17. If requested by Licensor at any time during the Relocation Premises Term, Licensee shall promptly execute a declaration in the form attached hereto as Exhibit B-2 and made a part hereof.

18. Licensor and Licensee represent and warrant to each other that except as specifically hereinafter set forth, neither of them has employed or dealt with any broker in procuring or carrying on any negotiations relating to this First Amendment. Licensor and Licensee shall indemnify and hold each other harmless from any loss, claim or damage, including, but not limited to, all court costs and reasonable attorneys' fees, relating to the breach of the foregoing representation and warranty. Licensor recognizes only CRESA Partners of Washington DC d/b/a Cresa Washington DC, as agent of Licensee, as broker, with respect to this First Amendment and agrees to be responsible for the payment of any leasing commissions owed to said broker pursuant to a separate agreement between Licensor and such broker.

19. Except as expressly amended and modified herein, all terms, conditions and provisions of the License are ratified and remain unmodified and in full force and effect.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, Licensor and Licensee have executed this First Amendment to Office License/User Agreement as of the day and year first hereinabove written.

WITNESS:

LICENSOR:

NASH STREET PROPERTY ASSOCIATES, LLC, a
Delaware limited liability company

By: Katie Recte

By: [Signature]
Name: Timothy Helmig
Its: Vice President

ATTEST:

WITNESS:

LICENSEE:

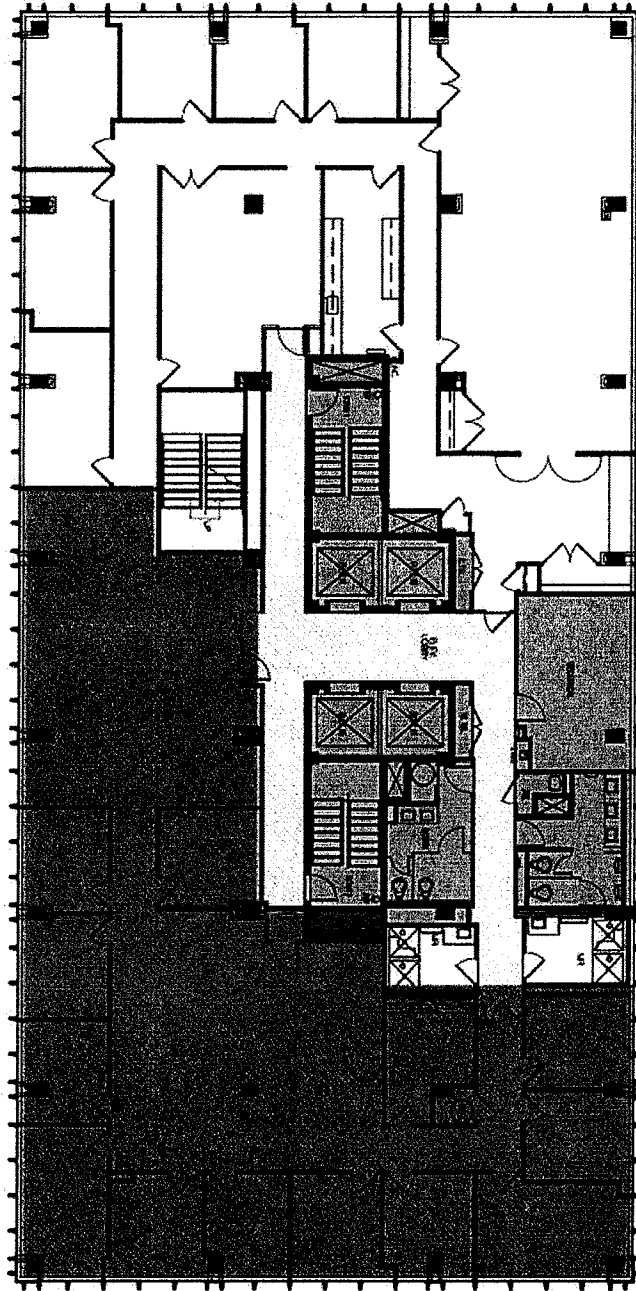
LIVESAFE, INC., a Delaware corporation

By: Kazuko Takahashi
Name: Kazuko Takahashi
Its: _____

By: Randolph S. Klueger
Name: RANDOLPH S. KLUERGER
Its: CFO

EXHIBIT A-3

PLAN SHOWING RELOCATION PREMISES ON 8TH FLOOR



A-3-1

PLAN SHOWING RELOCATION PREMISES LICENSOR'S WORK WITH RESPECT TO
DEMOLITION OF OFFICES AND WALL



EXHIBIT A-5

PLAN SHOWING RELOCATION PREMISES LICENSOR'S WORK WITH RESPECT TO KITCHEN

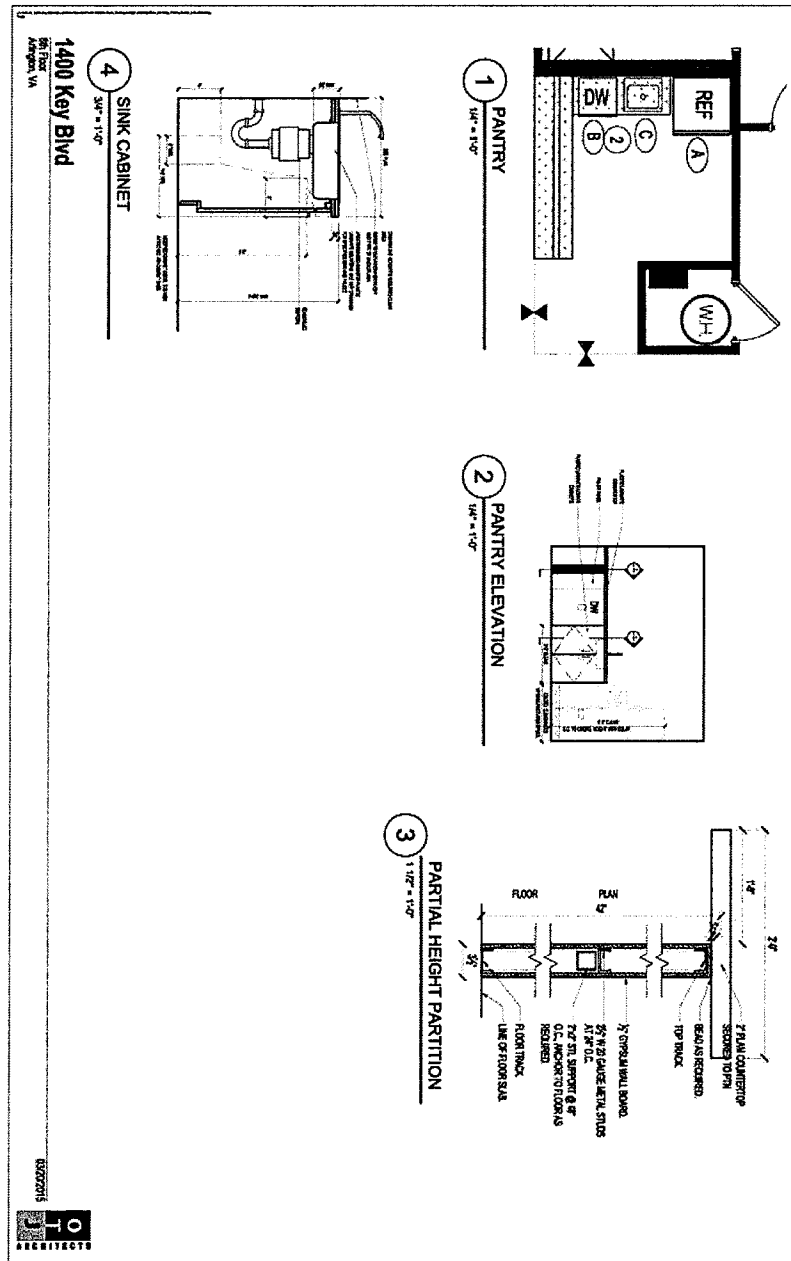


EXHIBIT B-2

DECLARATION BY LICENSOR AND LICENSEE
AS TO DATE OF DELIVERY AND ACCEPTANCE OF
POSSESSION, RELOCATION PREMISES COMMENCEMENT DATE, ETC.

THIS DECLARATION is hereby attached to and made a part of the First Amendment to Office License/User Agreement (the "First Amendment") dated _____, 2015 entered into by and between NASH STREET PROPERTY ASSOCIATES, LLC, a Delaware limited liability company, as Licensor, and LIVESAFE, INC., a Delaware corporation, as Licensee, which amends that certain Office License/User Agreement dated August 22, 2013 between the parties (collectively, the "Original License"). All terms used in this Declaration shall have the same meanings as they have in the Original License, as modified by the First Amendment (collectively, the "License").

(a) Licensor and Licensee do hereby declare that possession of the Relocation Premises was accepted by Licensee on _____, 20__;

(b) The Relocation Premises Commencement Date is hereby established to be _____, _____;

(c) As of the date hereof, the License is in full force and effect, and Licensor has fulfilled all of its obligations under the License required to be fulfilled by Licensor on or prior to said date; and

(d) The expiration date of the Relocation Premises Term is hereby established to be _____, unless the License or the Relocation Premises Term is sooner terminated pursuant to any provision of the License or pursuant to law.

[Signatures appear on the following page.]

WITNESS:

LICENSOR:

NASH STREET PROPERTY ASSOCIATES, LLC, a
Delaware limited liability company

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

ATTEST:

LICENSEE:

LIVESAFE, INC., a Delaware corporation

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____