Next Level Security Systems
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Carlsbad, CA 92011
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Carahsoft Rider to Manufacturer End User License Agreements
(for U.S. Government End Users)

1. **Scope.** This Carahsoft Rider and the Manufacturer End User License Agreement (EULA) establish the terms and conditions enabling Carahsoft to provide Software and Services to U.S. Government agencies (the "Client" or "Licensee").

2. **Applicability.** The terms and conditions in the attached Manufacturer EULA (http://nextls.net/nlss/eula/EndUserLicenseAgreement.html) are hereby incorporated by reference to the extent that they are consistent with Federal Law (e.g., the Anti-Deficiency Act (31 U.S.C. § 1341(a)(1)(B)), the Contracts Disputes Act of 1978 (41. U.S.C. § 601-613), the Prompt Payment Act, the Anti-Assignment statutes (31 U.S.C. § 3727 and 41 § U.S.C. 15), 28 U.S.C. § 516 (Conduct of Litigation Reserved to Department of Justice (DOJ), and 28 U.S.C. § 1498 (Patent and copyright cases)). To the extent the terms and conditions in the Manufacturer's EULA are inconsistent with the Federal Law (*See* FAR 12.212(a)), they shall be deemed deleted and unenforceable under any resultant orders under Carahsoft' s contract #GS-35F-0119Y, including, but not limited to the following:

(a) **Contracting Parties.** The Government customer (Licensee) is the "Ordering Activity", "defined as an entity authorized to order under GSA contracts as set forth in GSA ORDER 4800.2G ADM, as may be revised from time to time. The Licensee cannot be an individual because any implication of individual licensing triggers the requirements for legal review by Federal Employee unions. Conversely, because of competition rules, the contractor must be defined as a single entity even if the contractor is part of a corporate group. The Government cannot contract with the group, or in the alternative with a set of contracting parties.

(b) **Changes to Work and Delays.** Subject to GSAR Clause 552.243-72, Modifications (Federal Supply Schedule) (July 200 0) (Deviation I 2010) (AUG 1987), and 52.212 -4 (f) Excusable delays. (JUN 2010) regarding which the GSAR and the FAR provisions shall take precedence.

(c) **Contract Formation.** Subject to FAR Sections 1.601(a) and 43.102, the Government Order must be signed by a duly warranted contracting officer, in writing. The same requirement applies to contract modifications affecting the rights of the parties. All terms and conditions intended to bind the Government must be included within the contract signed by the Government.

(d) **Audit.** During the term of this Agreement: (a) If Ordering Activity's security requirements included in the Order are met, Manufacturer or its designated agent may audit Ordering Activity's facilities and records to verify Ordering Activity's compliance with this Agreement. Any such audit will take place only during Ordering Activity's normal business hours contingent upon prior written notice and adherence to any security measures the Ordering

Activity deems appropriate, including any requirements for personnel to be cleared prior to accessing sensitive facilities. Carahsoft on behalf of the Manufacturer will give Ordering Activity written notice of any non-compliance, including the number of underreported Units of Software or Services ("Notice"); or (b) If Ordering Activity's security requirements are not met and upon Manufacturer's request, Ordering Activity will run a self-assessment with tools provided by and at the direction of Manufacturer ("Self-Assessment") to verify Ordering Activity's compliance with this Agreement.

(e) Termination. Clauses in the Manufacturer EULA referencing termination or cancellation the Manufacturer's EULA are hereby deemed to be deleted. Termination shall be governed by the FAR 52.212-4 and the Contract Disputes Act, 41 U.S.C. §§ 601-613, subject to the following exceptions:

> Carahsoft may request cancellation or termination of the License Agreement on behalf of the Manufacturer if such remedy is granted to it after conclusion of the Contracts Disputes Act dispute resolutions process referenced in Section Q below or if such remedy is otherwise ordered by a United States Federal Court..

(f) Consent to Government Law / Consent to Jurisdiction. Subject to the Contracts Disputes Act of 1978 (41. U.S.C §§ 7101-7109) and Federal Tort Claims Act (28 U.S.C. §1346(b)). The validity, interpretation and enforcement of this Rider will be governed by and construed in accordance with the laws of the United States. In the event the Uniform Computer Information Transactions Act (UCITA) or any similar federal laws or regulations are enacted, to the extent allowed by law, it will not apply to this Agreement, and the governing law will remain as if such law or regulation had not been enacted. All clauses in the Manufacturer EULA referencing equitable remedies are deemed not applicable to the Government order and are therefore deemed to be deleted.

(g) Force Majeure. Subject to FAR 52.212 -4 (f) Excusable delays. (JUN 2010). Unilateral Termination by the Contractor does not apply to a Government order and all clauses in the Manufacturer EULA referencing unilateral termination rights of the Manufacturer are hereby deemed to be deleted.

(h) Assignment. All clauses regarding Assignment are subject to FAR Clause 52.232-23, Assignment of Claims (JAN 1986) and FAR 42.12 Novation and Change-of-Name Agreements, and all clauses governing Assignment in the Manufacturer EULA are hereby deemed to be deleted.

(i) Waiver of Jury Trial. All clauses referencing waiver of Jury Trial are subject to FAR Clause 52.233-1, Disputes (JUL. 2002), and all clauses governing waiver of jury trial in the Manufacturer EULA are hereby deemed to be deleted.

(j) Customer Indemnities. All Manufacturer EULA clauses referencing Customer Indemnities are hereby deemed to be deleted.

(k) Contractor Indemnities. All Manufacturer EULA clauses that (1) violate DOJ's right (28 U.S.C. 516) to represent the Government in any case and/or (2) require that the Government give sole control over the litigation and/or settlement, are hereby deemed to be deleted.

(l) Renewals. All Manufacturer EULA clauses that violate the Anti-Deficiency Act (31 U.S.C. 1341, 41 U.S.C. 11) ban on automatic renewal are hereby deemed to be deleted.

(m) Future Fees or Penalties. All Manufacturer EULA clauses that violate the Anti-Deficiency Act (31 U.S.C. 1341, 41 U.S.C. 11), which prohibits the Government from paying any fees or penalties beyond the Contract amount, unless specifically authorized by existing statutes, such as the Prompt Payment Act, or Equal Access To Justice Act 31 U.S.C. 3901, 5 U.S.C. 504 are hereby deemed to be deleted.

(n) Taxes. Taxes are subject to FAR 52.212-4(k), which provides that the contract price includes all federal, state, local taxes and duties.

(o) Third Party Terms. Subject to the actual language agreed to in the Order by the Contracting Officer. Any third party manufacturer will be brought into the negotiation, or the components acquired separately under Federally-compatible agreements, if any. Contractor indemnities do not constitute effective migration.

(p) Installation and Use of the Software. Installation and use of the software shall be in accordance with the Rider and Manufacturer EULA, unless an Ordering Activity determines that it requires different terms of use and Manufacturer agrees in writing to such terms in a valid task order placed pursuant to the Government contract.

(q) Dispute Resolution and Venue. Any disputes relating to the Manufacturer EULA and to this Rider shall be resolved in accordance with the FAR, and the Contract Disputes Act, 41 U.S.C. §§ 7101-7109. The Ordering Activity expressly acknowledges that Carahsoft, on behalf of the Manufacturer, shall have standing to bring such claim under the Contract Disputes Act.

(r) Limitation of Liability: Subject to the following:

> Carahsoft, Manufacturer and Ordering Activity shall not be liable for any indirect, incidental, special, or consequential damages, or any loss of profits, revenue, data, or data use. Further, Carahsoft, Manufacturer and Ordering Activity shall not be liable for punitive damages except to the extent this limitation is prohibited by applicable law. This clause shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Government Contract under any federal fraud statute, including the False Claims Act, 31 U.S.C. §§ 3729-3733.

(s) Advertisements and Endorsements. Unless specifically authorized by an Ordering Activity in writing, such use of the name or logo of any U.S. Government entity is prohibited.

(t) Public Access to Information. Manufacturer agrees that the EULA and this Rider contain no confidential or proprietary information and acknowledges the EULA and this Rider will be available to the public.

(u) **Confidentiality.** Any provisions that require the Licensee to keep certain information confidential are subject to the Freedom of Information Act, 5 U.S.C. §552, and any order by a United States Federal Court.

NEXT LEVEL SECURITY SYSTEMS, INC. ("NLSS") SOFTWARE LICENSE AGREEMENT – Single Use License

End User License Agreement

IMPORTANT – Please read this End User License Agreement carefully. It is very important that you check that you are purchasing NLSS software or equipment software or equipment from an approved source and that you, or the entity you represent (collectively, "you" and/or the "Customer") have been registered as the end user for the purposes of this NLSS End User License Agreement. If you are not registered as the End User you have no license to use this software and the limited warranty in this End User License Agreement does not apply. Assuming you have purchased from an approved source, downloading, installing or using NLSS or NLSS supplied software constitutes acceptance of this Agreement.

IMPORTANT – READ CAREFULLY: This End User License Agreement ("Agreement") is a legal contract between you, either as an individual or a single entity ("you"), and NLSS, governing your use of the NLSS software and related online or electronic documentation (such software and the documentation collectively referred to herein as the "Software"). "Software," includes the executable computer programs and any related printed, electronic and online documentation and any other files that may accompany the product.

YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT BY INSTALLING, ACTIVATING, COPYING OR OTHERWISE USING THE SOFTWARE. IF YOU DO NOT AGREE, DO NOT INSTALL, ACTIVATE, COPY OR USE THE SOFTWARE. This Agreement may be amended from time to time by notices posted on NLSS' website http://nextls.net/nlss/eula/EndUserLicenseAgreement.html, and you agree that by such notices you are given the opportunity to review any amendments to this Agreement and you agree to be bound to any changes to this Agreement if you continue to use the Software after such modification is posted.

1.   LICENSE GRANT
The Software is licensed to you and not sold. Subject to the terms of this Agreement, NLSS hereby grants you a revocable, personal, non-exclusive, non-transferable and non-sublicensable license to use the Software for your personal or internal purposes solely in connection with your use of NLSS' hardware.
General limitations. This is a license, not a transfer of title, to the Software and Documentation, and NLSS retains ownership of all copies of the Software and Documentation. Customer acknowledges that the Software and Documentation contain trade secrets of NLSS or its suppliers or licensors, including but not limited to the specific internal design and structure of individual programs and associated interface information. Except as otherwise expressly provided under the Agreement, Customer shall only use the Software in connection with the use of NLSS equipment purchased by the Customer from an Approved Source and Customer shall have no right, and Customer specifically agrees not to:

(i)   Transfer, assign or sublicense its license rights to any other person or entity (other than in compliance with any NLSS relicensing/transfer policy then in force), or use the Software on NLSS equipment not purchased by the Customer from an Approved Source or on secondhand NLSS equipment, and Customer acknowledges that any attempted transfer, assignment, sublicense   or use shall be void;

(ii)   Make error corrections to or otherwise modify or adapt the Software or create derivative works based upon the Software, or permit third parties to do the same;

(iii) Reverse engineer or decompile, decrypt, disassemble or otherwise reduce the Software to human-readable form, except to the extent otherwise expressly permitted under applicable law notwithstanding this restriction or

except to the extent that NLSS is legally required to permit such specific activity pursuant to any applicable open source license;

    (iv) Publish any results of benchmark tests run on the Software;

    (v) Use or permit the Software to be used to perform services for third parties, whether on a service bureau or time sharing basis or otherwise, without the express written authorization of NLSS; or

    (vi) Disclose, provide, or otherwise make available trade secrets contained within the Software and Documentation in any form to any third party without the prior written consent of NLSS. Customer shall implement reasonable security measures to protect such trade secrets.

2. RESERVATION OF RIGHTS

You acknowledge that the Software is protected by copyrights and other intellectual property and proprietary rights. NLSS and its third party licensors ("Licensors") reserve all such rights with respect to the Software, except for the license expressly granted to you in Section 1. Except for such express license, no right, title, interest or license in or to the Software, whether by implication, estoppels or otherwise, is granted, assigned or transferred to you. You agree not to take any action that interferes, in any manner, with NLSS or its Licensors' rights with respect to the Software. In addition, title, ownership rights and intellectual property rights in and to any content accessed through the Software is the property of the applicable content owner and may be protected by applicable copyright or other law. This Agreement gives you no rights to such content.

3. RESTRICTIONS

You acknowledge and agree that you will not: (a) reproduce the Software, except as expressly permitted under Section 1; (b) modify, adapt, translate or create any derivative works of the Software; (c) attempt to circumvent or disable the Software or any technology features or measures in the Software by any means or in any manner; (d) attempt to decompile, disassemble, reverse engineer, or otherwise attempt to derive the source code for the Software; (e) distribute, encumber, sell, rent, lease, sublicense, or otherwise transfer, publish or disclose the Software to any third party; or (f) remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols or labels in or on the Software or used in connection with the Software.

4. UPDATES; NON PERSONALLY INDENTIFYABLE INFORMATION

You acknowledge that NLSS has no obligation to provide you with any support for Updates (as defined below) to the Software. However, NLSS may, from time to time, issue updated versions of the Software and the Software may automatically connect to NLSS or third-party servers via the Internet to check for available updates to the Software, such as bug fixes, patches, upgrades, enhances functions, plug-ins and new version s (collectively, "Updates") and may either (1) automatically electronically update the version of the Software that you are using on your computer or (2) give you the option of downloading it. By installing the Software and not disabling the automated check for Updates, you hereby agree to automatically request and receive Updates from NLSS or third-party servers. You consent to such automatic upgrading, and agree that the terms and conditions of this Agreement will apply to all such Updates.

The Software may contain automatic communications features which relay certain non-personally identifiable information to NLSS in connection with the operation of the Software. This information may include your Software settings and what version of the Software you are using. NLSS may use this information for research purposes including statistical analysis of aggregate customer behavior.

5. REGISTRATION INFORMATION

As part of any product registration process, NLSS may request registration-related information, including your name and e-mail address. By providing this information, you consent to its collection and use by NLSS to provide non-promotional communications regarding the product purchased with the Software (the "Product"), including notices of availability of any free Updates, notices of Product recalls or notices regarding safety concerns. You will also have the opportunity to opt-in to receive promotional e-mails and materials from NLSS and its business partners. By choosing the opt-in option, you give your consent to receive such promotion materials from NLSS and its business partners until you exercise your option to unsubscribe from such communications. NLSS will not, at any time, share your registration information with third parties unless (a) specifically authorized by you. (b) as required by law or court order, (c) to third-parties provided related services for NLSS under appropriate obligations or confidentiality, (d) in connection with a legal process (e) to an acquirer of all or substantially all of the stock or assets or NLSS.

6. DISCLAIMER OF WARRANTY

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8. U.S. GOVERNMENT RESTRICTED RIGHTS

The Software is provided with restricted rights. Use, duplication, or disclosure by the Government is subject to restrictions as set forth in subparagraph (c)(I)(ii) of The Rights in Technical Data and Computer Software clause of DFARS 525.227-7013 or subparagraphs (c)(i) and (2) of the Commercial Computer Software-Restricted Rights at 48 CFR 52.227-19, as applicable. Manufacturer is NEXT LEVEL Security Systems, Inc., 6353 Corte Del Abeto, Carlsbad, CA 92011.

9. EXPORT RESTRICTIONS

NLSS makes no representation that the Software is appropriate for use in your country of use. You acknowledge that none of the Software or underlying information or technology may be downloaded or otherwise exported or re-exported into (or to a national or resident of) any countries subject to U.S. trade embargo, currently the countries on the U.S. trade embargo list are: Iran, Cuba, Syria, North Korea, and Sudan; or anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Denial Orders. By using the Software, you are agreeing to the foregoing, and are representing and warranting that you are not located in or under the control of a national or resident of any such country or on any such list.

10. INDEMNITY

You hereby agree to indemnify, defend and hold NLSS and its Licensors harmless from and against any and all liabilities, damages, claims, fines and expenses (including reasonable attorneys' fees and costs) arising out of any breach of this Agreement by you.

11. TERMINATION

Without prejudice to any other NLSS rights, this Agreement will terminate automatically without notice if you fail to comply with your obligations under this Agreement. Upon termination, you must immediately cease all use of

the Software. In addition to any other remedy available to NLSS, you agree that NLSS may seek immediate injunctive relief in the event of a breach of this Agreement by you.

Term and Termination. The Agreement and the license granted herein shall remain effective until terminated. Customer may terminate the Agreement and the license at any time by destroying all copies of Software and any Documentation. Customer's rights under the Agreement will terminate immediately without notice from NLSS if Customer fails to comply with any provision of the Agreement. Upon termination, Customer shall destroy all copies of Software and Documentation in its possession or control. All confidentiality obligations of Customer, all restrictions and limitations imposed on the Customer under the section titled General Limitations and all limitations of liability and disclaimers and restrictions of warranty shall survive termination of this Agreement. In addition, the provisions of the sections titled U.S. Government End User Purchasers shall survive termination of the Agreement.

Customer Records. Customer grants to NLSS and its independent accountants the right to examine Customer's books, records and accounts during Customer's normal business hours to verify compliance with this Agreement. In the event such audit discloses non-compliance with this Agreement, Customer shall promptly pay to NLSS the appropriate license fees, plus the reasonable cost of conducting the audit.

Expert, Re-Export, Transfer and use Controls. The Software, Documentation and technology or direct products thereof (hereafter referred to as Software and Technology), supplied by NLSS under the Agreement are subject to export controls under the laws and regulations of the United States (U.S.) and any other applicable countries' laws and regulations. Customer shall comply with such laws and regulations governing export, re-export, transfer and use of NLSS Software and Technology and will obtain all required U.S. and local authorizations, permits or licenses. NLSS and Customer shall agree to provide the other information, support documents, and assistance as may reasonably be required by the other in connection with securing authorizations or licenses.

U.S. Government End User Purchasers. The Software and Documentation qualify as commercial items, as that term is defined at Federal Acquisition Regulation FAR 48 C.F.R. 2.101, consisting of commercial computer software and commercial computer software documentation as such terms are used in FAR 12.212. Consistent with FAR 12.212 and DoD FAR Supp. 227.7202-1 through 227.7202-4, and notwithstanding any other FAR or other contractual clause to be contrary in any agreement into which the end user or, if the Agreement is direct, Government end user will acquire, the Software and Documentation with only those rights set forth in the Agreement. Use of either the Software or Documentation or both constitutes agreement by the Government that the Software and Documentation are commercial computer software and commercial computer software documentation, and constitutes acceptance of the rights and restrictions herein.

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12. TRANSFER

You may not assign or otherwise transfer, by operation of law or otherwise, this Agreement or the Software.

13. MISCELLANEOUS

This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior or contemporaneous oral or written understandings. This Agreement may be amended only by a writing signed by both parties. This Agreement will be governed by the laws of the State of California, without regard to conflicts of law provisions, and you consent to the exclusive jurisdiction of the state and federal courts sitting in the State of California, County of San Diego. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods. If any provision of this Agreement should be held invalid or unenforceable by a court of competent jurisdiction, such provision will be modified to the extent necessary to render it enforceable without losing its intent or severed form this Agreement if no such modification is possible, and other provisions of this Agreement will remain in full force and effect. A waiver by either party of any term or condition of this Agreement or any breach thereof, in any one instance, will not waive such term or condition or any subsequent breach thereof. The provisions of this Agreement that require or contemplate performance after the termination of this Agreement will be enforceable notwithstanding such termination. Neither party will be in default or be liable for any delay, failure in performance (excepting the obligation to pay), or

interruption of service resulting directly or indirectly from any cause beyond its reasonable control. If any dispute arises under this Agreement, the prevailing party will be reimbursed by the other party for any and all legal fees and costs associated therewith.

14.

NLSS does not warrant that use of the Software will be uninterrupted or error-free. The customer accepts that software in general is prone to bugs and flaws within an acceptable level as determined in the industry.

NLSS may, at its option, remedy any non-conforming Software by providing a refund of the purchase price or, at the NLSS' option, repair or replace any or all of the Software.

15.

This Agreement and the terms and conditions contained in this Agreement apply to and are binding upon the Customer's successors and assigns.

16.

Portions of the Software may also be governed by the additional terms of certain software licenses, which are available here:

       i.   Videonetics
      ii.   Mainconcepts
     iii.   Adobe
     iv.   Omron
      v.   Audio Analytic
     vi.   Oracle

17.   **NOTICES**

All notices to the Vendor under this Agreement are to be provided at the following address:
Next Level Security Systems, Inc.
6353 Corte Del Abeto
Carlsbad, CA 92011

By signing the below you are confirming that you agree to the terms of the Carahsoft Rider.

_____   _____11-21-12_____
Rob Tucker; Director of Sales, Federal   **Date**