ATTACHMENT A
CONTRACTOR SUPPLEMENTAL PRICELIST INFORMATION AND TERMS

QUALYS

QUALYS LICENSE, WARRANTY AND SUPPORT TERMS

Definitions.

"Service" shall mean a for a subscription to the QualysGuard service for a definite period of time.
"End-User" or "Customer shall mean the Ordering Activity.
"Manufacturer" shall mean Qualys, Inc.

Service Description. End-User will be entitled to use the Service in accordance with the terms herein. The Service will permit End-User, on a schedule determined by End-User, to scan the IP addresses and domain names identified by End-User to Contractor through the Manufacturer for those vulnerabilities contained within the Service's vulnerability database. Contractor through the Manufacturer will automatically provide End-User with the results of such scans, including reports summarizing findings regarding the IP addresses and/or domain names identified by End-User for scanning (the "Reports"). End-User must provide notification, using the Service interface, of any changes in the IP addresses and/or domain names submitted for scanning. End-User also must provide notification in writing if End-User desires to increase the number of IP addresses or domain names to be tested under the Service. Pursuant to Section 7, any increase in the number of IP addresses and/or domain names covered by the Service may require the payment of additional fees. If End-User allocates IP address to devices by the Dynamic Host Configuration Protocol ("DHCP"), End-User may submit a range (or ranges) of IP addresses for scanning, provided that End-User will not be entitled to use the Service to scan a number of devices greater than the number covered by End-User's subscription. Any such attempts to scan a greater number of devices will result in an error message and a prompt to upgrade to an appropriate subscription level.

User Name and Password. End- User will be registered and receive a user name and password for the Service. The Manufacturer generates End-User's password in encrypted form and only End-User has access to it. End-User will be responsible for keeping End-User's user name and password confidential. End-User shall provide notification to Contractor or the Manufacturer immediately upon learning of any unauthorized use of End-User's user name or password. Until such time as End-User provides notification of any unauthorized use of End-User's user name or password, End-User will be responsible for all activities and charges incurred through the use of End-User's user name and password, and will indemnify and hold harmless Contractor for any claims, liability, damages, losses and costs to the extent resulting from such use.

API. End-User may choose to have access to the Service through Manufacturer' proprietary API (the "API") by paying a non-refundable annual API Maintenance Fee, if applicable. If End-User chooses the API option, during the period for which End-User has paid the applicable API Maintenance Fee, Contractor through the Manufacturers will provide End-User with the API, through which End-User may access and query the Service and receive raw data generated from scans of End-User's IP addresses (the "Scan Data"). If the API option is selected, Contractor hereby grants End-User a nonexclusive, nontransferable, and revocable license to (i) access and process the Scan Data via the API for the purpose of generating Reports based on the Scan Data and (ii) use and reproduce such Reports solely for internal business purposes and solely for the purpose of vulnerability assessment with regard to the relevant IP address.

Card Programs. At End-User's request and upon payment of relevant fees, Contractor through the Manufacturer will provide End-User, as part of the Service, a customized version of the Reports containing information designed to meet the criteria of a Manufacturer-supported payment card compliance program such as, by way of example, the Payment Card Industry (PCI) Data Security Standard (each a "Card Program"). In certain circumstances, Contractor through the Manufacturer may also provide individualized assistance to End-User to facilitate a determination regarding End-User's compliance with a Card Program. Contractor through the Manufacturer provides the Service in connection with Card Programs, including any customized Reports and individualized assistance, solely as a tool to enable End-User to evaluate its compliance with such Card Programs. End-User acknowledges and agrees that third party payment card organizations, and not Contractor or the Manufacturer, establish the security criteria and other terms and conditions of the Card Programs ("Criteria").

Grant of Rights. Subject to End-User's payment of any applicable fees and End-User's compliance with the terms and conditions herein, Contractor grants End-User a non-exclusive, non-transferable right to access the Service's user interface and to reproduce solely for End-User's own internal business purposes only such vulnerability test results as set forth in the Reports.

Hardware. Manufacturer's hardware products, including the QualysGuard Intranet Scanner appliance delivered to End-User under this Attachment ("Hardware") are provided to End-User under a subscription on an annual basis, during the term of the relevant subscription. End-User acknowledges that not all Service subscriptions include Hardware. (a) Contractor through the Manufacturer will select the carrier for delivery and bear the cost of shipment, insurance and duties for delivery of the Hardware to the location designated by End-User. Notwithstanding the foregoing, Contractor will not be liable for damage or penalty for delay in delivery. (b) Subject to the Hardware warranty in Attachment A, End-User assumes all risk of loss and shall pay for all cost of repair, replacement, or refurbishment caused by accident, misuse, abuse, neglect, or End-User's other failure to install, use and maintain the Hardware in accordance with the applicable documentation and specifications. Subject to the terms and conditions herein, Contractor and its suppliers grant End-User a limited, non-exclusive, non-transferable, non-sublicenseable license to use the software embedded in the Hardware in executable code form only, during the term of the relevant subscription, solely as necessary to operate the Hardware in connection with the Service. (c) Notwithstanding anything to the contrary herein, Manufacturer will at all times retain title to the Hardware. End-User may retain and use Hardware during any subscription renewal term, provided that End-User pays the applicable subscription and/or lease fee for such renewal term. Upon termination or expiration (including non-renewal) of End-User's subscription, End-User will return all Hardware provided under this Attachment within ten (10) days of such

expiration or termination, in substantially the same condition in which it was delivered to End-User. End-User will pay all return transportation and delivery costs.

Restrictions. Except as expressly provided in this Attachment, the rights granted to End-User herein are subject to the following restrictions, and End-User hereby covenants as follows: (a) End-User may use the Service and the Hardware only to scan IP addresses and/or map domain names owned by and registered to End-User, or for which End-User otherwise has the full right, power, and authority to consent to have the Service scan and/or map. End-User may not rent, lease, or loan the Service, or any part thereof. End-User may not permit third parties to benefit from the use or functionality of the Service via timesharing, service bureau arrangements or otherwise. (b) While there is no software transfer necessary to End-User to effectuate the Service, End-User agrees not to reverse engineer, decompile, or disassemble any software that is embedded in or related to the Hardware or that provides the Service, or otherwise attempt to derive the processes by which the Service is provided or the Reports are generated, except to the extent the foregoing restriction is expressly prohibited by applicable law. (c) End-User may not use the Service or the Hardware except for the limited purpose of vulnerability management with regard to the IP addresses for which End-User has purchased a subscription package. (d) End-User may not make any alteration, addition or modification to the Hardware; open, disassemble or tamper with the Hardware in any fashion; or transfer possession of the Hardware to any third party.

Identification of IP Addresses. (a) Because of the sensitive nature of performing security checks on IP addresses, End-User represents and warrants that End-User has full right, power, and authority to consent to have the Service test for vulnerabilities ("scan") the IP addresses and/or domain names identified for scanning, whether electronically or by any other means, whether at the time of initial Registration or thereafter. (b) End-User also acknowledges and agrees that the scanning of such IP addresses and/or domain names may expose vulnerabilities and in some circumstances could result in the disruption of services at such site(s). Certain optional features of the Service, including exploitive scans, involve substantial risk of Denial of Service (DOS) attacks, loss of service, hardware failure and loss or corruption of data. Consequently, End-User agrees that it is End-User's responsibility to perform backups of all data contained in or available through the devices connected to End-User's IP addresses and/or domain names prior to invoking the use of the Service. End-User further assumes the risk for all damages, losses and expenses resulting from use of the Service.

Limited Hardware Warranty. (a) Contractor warrants that, for the duration of a subscription under which Hardware is leased hereunder (the "Warranty Period"), such Hardware, when operated by End-User in accordance with the applicable documentation and specifications, will function without Error. For purposes of this Warranty, an "Error" is a reproducible operational error that causes the Hardware to operate at material variance from its then-current specifications. End-User's remedy for breach of this warranty is to provide notification of the Error in writing during the Warranty Period, whereupon Contractor, will at its election, either: (i) repair or replace the Hardware such that it operates without Error; or (ii) accept return of the Hardware and refund to End-User the a pro-rata portion of fees paid for such Hardware. Any error correction provided to End-User will not extend the original Warranty Period. This sets forth End-User's remedy and Contractor's' entire liability to End-User for any Error or other malfunction in the Hardware. (b) Except as expressly provided herein, and to the maximum extent permitted by applicable law, the Hardware, Service, Reports and API are provided "AS IS," and Contractor expressly disclaims all warranties and conditions, whether express, implied or statutory, including but not limited to all implied or statutory warranties of merchantability, fitness for a particular purpose, title, QUALITY, ACCURACY and noninfringement of third party rights. Without limitation to the foregoing, Contractor makes no warranty that the Hardware, Service, Reports or API will be error-free, complete, free from interruption or failure, or absolutely secure from unauthorized access. Nor does Contractor guarantee that the Hardware or Service will detect every vulnerability to End-User's network. Contractor does not warrant that the Service or the Reports meet the Criteria of any Card Program; nor should End-User rely on a "Pass" designation in a Report or the statements of Contractor personnel regarding a Card Program as an indication that End-User's network is secure. (c) No person or company may alter this disclaimer of warranties.