

Addendum Palo Alto Networks Products Resale Terms

Agreement Number STA SSPDATA-042414
Effective Date: 4/28/14

This ADDENDUM TO SOURCING TERMS AGREEMENT including the exhibit(s) and/or schedules attached (collectively, "Addendum") is by and between EC America, Inc. ("ECA") and SSP Data, Inc. ("Dealer"). All capitalized terms used herein and not otherwise defined below shall have the same meanings as set forth in the Agreement between the parties. All terms and conditions of the Agreement shall remain in full force and effect unless specifically changed herein. In the event of conflict between any of the terms of this Addendum and the Agreement, the terms of this Addendum shall control.

WHEREAS, ECA and Dealer have entered into that certain Sourcing Terms Agreement dated 04/24/2014 ("Agreement") pursuant to which ECA shall sell Products to Dealer in accordance with the terms and conditions of the Agreement and an ECA Quote (where applicable);

WHEREAS, ECA has entered into a reseller agreement with a particular manufacturer, Palo Alto Networks, Inc. ("PAN"), pursuant to which ECA is authorized to sell PAN's Products ("PAN Products") to Dealer for Dealer's resale of such PAN Products to Customers (as hereinafter defined) and not for Dealer's own use;

WHEREAS, Dealer wishes to purchase such PAN Products for its resale thereof only to Customers; and

NOW THEREFORE, in consideration of the mutual covenants and promises stated herein, the parties agree as follows:

1. Definitions.
 - a. "End User" means a party that acquires PAN Products from Dealer for such party's own use and not for further distribution or resale.
 - b. "Customers" shall mean an End User which is a U.S. Government entity, i.e., U.S., state, district, county or city governments, international agencies of which the U.S. Government is or becomes a member, North Atlantic Treaty Organizations, U.S. Government-funded Agency for International Development grant projects, systems integrators and other authorized entities (provided such system integrator or authorized entity is acting as an authorized agent on behalf of the U.S. government End User), which obtains a PAN Product(s) from Dealer for its own internal purpose and not for further distribution or resale.
- c. "Territory" shall mean the United States and U.S. installations and military bases located outside of the United States.
- d. "Software" shall have the meaning set forth in Section 3 of this Addendum.
2. Authorization. Dealer is hereby authorized to purchase from ECA PAN Products and resell such PAN Products only to Customers located in the Territory. Dealer may not purchase the PAN Products for its own use. Dealer will not market, promote or solicit orders for the PAN Products outside of the Territory, provided, that the foregoing does not restrict Dealer from advertising the PAN Products in media that is distributed both within and outside of the Territory. Notwithstanding the foregoing, Dealer may distribute the PAN Products to Customers that are multi-national based or headquartered in the Territory for their internal use within and outside the Territory.
3. Distribution of Software. ECA and its suppliers, including PAN, license and do not sell any software. Use of terms such as "purchase," "sell" and "resell" when used in reference to the PAN Products means the "purchase," "sale" or "resale" of a license to use any software that comprises or is included in a PAN Product ("Software"). Subject to Dealer's compliance with the terms and conditions of this Agreement, Dealer is hereby granted a non-exclusive, non-transferable license to resell and distribute the Software, to Customers located in the Territory, and only for use by such Customers in conjunction with the PAN Products with which the Software is delivered. PAN Products and Software will be licensed to Customers pursuant to the PAN EULA set forth in Schedule A hereto ("EULA" or "Commercial Terms") and included with each shipment. Dealer will notify ECA promptly of any breach of the EULA of which it has actual knowledge or of which Dealer has been notified of in writing, and will use commercially reasonable efforts to assist ECA and/or PAN to enforce the term and conditions thereof. The PAN Products are provided to Dealer subject to the Commercial Terms. Notwithstanding the foregoing, federal law and regulation shall only apply to ECA and/or PAN to the extent such is

mandatory by law and applicable to ECA and/or PAN. The EULA shall apply and define the restricted rights which limit the provisions in Restricted Computer Software (FAR 52.227-14) or the Restricted Rights required of Commercial Computer Software (FAR 52.227-19). The PAN Products are commercial products developed at private expense. As such, neither ECA nor PAN is required to provide cost plus or cost and pricing data, and no terms and conditions shall flow down or be binding on ECA or PAN unless such terms are stated in writing and expressly agreed to in writing by an authorized representative of ECA.

- 3.1 Restrictions on Software. Dealer acknowledges that the Software contains trade secrets of PAN, and, in order to protect such trade secrets and other interests that PAN may have in the Software, Dealer agrees not to disassemble, decompile or reverse engineer the Software or permit any third party to do so, except, and solely to the extent, if any, that applicable local law requires that such activities be permitted. Except as expressly permitted under this Agreement, Dealer will not: (i) copy or modify the Software; (ii) use, sublicense, distribute or otherwise transfer the Software; or (iii) provide or make the functionality of the Software available to third parties by means of hosting, application services provider, service bureau, or any other type of services. PAN reserves all right, title and interest in and to the Software not expressly granted by PAN and/or ECA under the Agreement or this Addendum.
- 3.2 Reserved Rights. Nothing in this Agreement limits ECA's or PAN's right, from time to time, and without obligation or liability to Dealer: (i) to change the PAN Products; or (ii) to add or delete PAN Products from the list of PAN Products which Dealer is permitted to resell hereunder; provided, that any such additions or deletions will be effective hereunder only upon thirty (30) days notice to Dealer.
4. Business Conduct. Dealer will: (i) avoid deceptive, misleading or unethical practices; (ii) conduct business in a manner that reflects favorably on the PAN Products and the good name, goodwill and reputation of PAN and ECA; and (iii) make no representations, warranties or guarantees to customers or to the trade with respect to the specifications, features or capabilities of the PAN Products that are inconsistent with those provided by PAN or ECA.
5. Packaging. For PAN Products that are not drop shipped to the End User Customer, Dealer shall distribute the PAN Products unmodified and with all packaging and license agreements, limited warranty statements and proprietary rights statements intact as received from PAN.
6. Notification. Dealer will promptly notify PAN and ECA of any claim or proceeding involving the PAN Products or any claimed or suspected defects in the PAN Products of which Dealer becomes aware.
7. No Warranties. ECA AND ITS SUPPLIERS, INCLUDING PAN, MAKE NO WARRANTIES OR REPRESENTATIONS TO DEALER OR TO ANY OTHER PARTY REGARDING THE PAN PRODUCTS, EXCEPT AS SET FORTH IN A SUPPLIER'S, E.G., PAN'S, LIMITED WARRANTY THAT ACCOMPANIES DELIVERY OF THE PAN PRODUCTS. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ECA AND ITS SUPPLIERS, INCLUDING PAN, DISCLAIM ALL OTHER WARRANTIES AND REPRESENTATIONS, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. DEALER WILL NOT MAKE ANY WARRANTIES OR REPRESENTATIONS IN THE NAME OF, OR ON BEHALF OF, ECA OR ANY OF ITS SUPPLIERS, INCLUDING PAN.
8. Exclusion of Certain Damages. IN NO EVENT WILL ECA OR ITS SUPPLIERS, INCLUDING PAN, BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS, PROFITS, GOODWILL OR OTHER ECONOMIC LOSS), OR FOR THE COSTS OF PROCURING SUBSTITUTE PRODUCTS, ARISING OUT OF, RELATING TO OR IN CONNECTION WITH THIS ADDENDUM OR THE USE OR PERFORMANCE OF ANY PAN'S PRODUCTS, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, WHETHER OR NOT ECA OR ITS SUPPLIERS, INCLUDING PAN, HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.
9. Compliance with Law. Dealer shall have and maintain all permits and licenses required by any governmental unit or agency and will comply with all applicable laws and regulations in performing in connection with this Addendum. If this Addendum or any transaction or act contemplated herein is legally required to be



approved, registered, notified or recorded with or by any government agency, Dealer will assume all such obligations and will indemnify and hold harmless ECA and its suppliers, including PAN, from any liability or expenses (including reasonable attorneys' fees and costs) from any failure by Dealer to so comply.

10. Export Control. Dealer shall comply with all applicable export control laws and regulations of the United States and of all other countries having jurisdiction to ensure that neither the PAN Products nor any direct product thereof or technical data related thereto is: (i) exported or re-exported directly or indirectly in violation such export laws and regulations; or (ii) used for any purposes prohibited by such export laws and regulations.

11. Entire Agreement. This Agreement constitutes the complete agreement between the parties and supersedes all prior or contemporaneous agreements or representations, written or oral, concerning the subject matter hereof. With the exception of the Schedule, which may be modified by the parties' agreement via email or in writing, this Agreement may not be modified or

amended except in writing signed by a duly authorized representative of each party. No other act, document, usage or custom shall be deemed to amend or modify this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

Dealer

By: _____

Print Name: Sandesh Mutha

Title: Principal

EC America, Inc.

By: _____

Skip Liesegang

Vice President

Schedule A
PAN EULA

END USER LICENSE AGREEMENT

PLEASE READ THIS PALO ALTO NETWORKS LICENSE AGREEMENT AND LIMITED WARRANTY (“AGREEMENT”) CAREFULLY BEFORE USING ANY PALO ALTO NETWORKS PRODUCT (“PRODUCT”) THAT YOU PURCHASE FROM PALO ALTO NETWORKS OR AN AUTHORIZED RESELLER. THE TERMS AND CONDITIONS OF THIS AGREEMENT GOVERN YOUR USE OF THE PRODUCT AND ANY SOFTWARE (“SOFTWARE”) THAT IS INCLUDED IN THE PRODUCT UNLESS YOU AND PALO ALTO NETWORKS HAVE EXECUTED A SEPARATE AGREEMENT GOVERNING USE OF THE SOFTWARE.

Palo Alto Networks, Inc. (“**Palo Alto Networks**”) is willing to license the Software to you only upon the condition that you accept all the terms contained in this Agreement. If you do not accept all the terms of this Agreement, then Palo Alto Networks is unwilling to license the Software to you, and you may return the Product for a full refund. Your right to return the Product for a refund expires 30 days after the date of purchase.

1. License

Subject to the terms and conditions of this Agreement, Palo Alto Networks grants to you (“**Customer**”) a non-exclusive license to use the Software solely as part of the Product with which the Software is delivered and solely for Customer’s internal business purposes. If Customer purchases the Product for use by any Customer Affiliate (defined herein), Customer will provide each such Customer Affiliate with a copy of this Agreement and will ensure that each such Customer Affiliate complies with the terms and conditions of this Agreement. Customer will be responsible for any breach by any such Customer Affiliate of this Agreement. For purposes of this Agreement, “**Customer Affiliate**” means any entity that controls, or is controlled by, or is under common control with Customer, and “**Control**” means ownership, directly or indirectly of 50% or more of the voting interest of Customer. All other rights in the Software are expressly reserved by Palo Alto Networks.

2. Restrictions

Customer shall maintain the Software in strict confidence and shall not sell, resell, distribute, transfer, publish, disclose, rent, lend, lease or sublicense the Software or make the functionality of the Software available to any other party through any means, including, without limitation, by uploading the Software to a network or file-sharing service or through any hosting, application services provider, service bureau or other type of services. Customer shall not modify, translate or create derivative works based on the Software, in whole or in part, or permit or authorize a third party to do so. Customer acknowledges and agrees that portions of the Software, including, without limitation, the source code and the specific design and structure of individual modules or programs, constitute or contain trade secrets of Palo Alto Networks and/or its suppliers. Accordingly, Customer shall not disassemble, decompile, reverse compile, reverse engineer or otherwise attempt to derive the source code of the Software, in whole or in part, or permit or authorize a third party to do so, except to the extent such activities are expressly permitted by law notwithstanding this prohibition. Customer shall not disclose, publish or otherwise make publicly available any benchmark, performance or comparison tests that Customer runs (or has run) on the Software. Customer shall not copy the Software except for making a reasonable number of archival or backup copies; provided that Customer reproduces on such copies the

copyright, trademark and other proprietary notices or markings that appear on the original copy of the Software as delivered to Customer. If Customer sells, leases, lends, rents or otherwise transfers a Product to a third party, Customer will permanently erase all copies of the Software from the Product and destroy any and all copies of the Software in Customer's possession or control.

3. Ownership

The Software is licensed, not sold. Palo Alto Networks and/or its suppliers retain ownership of the Software, including all intellectual property rights therein. Customer will not delete or in any manner alter the copyright, trademark or other proprietary rights notices or markings appearing on the Software as delivered to Customer.

4. U.S. Government Rights

The Software and its documentation are "commercial computer software" and "commercial computer software documentation," respectively, as such terms are used in FAR 12.212, and DFARS 252.227.7202. If the Software and its documentation are being acquired by or on behalf of the U.S. Government, then, as provided in FAR 12.212 and DFARS 227.7202-1 through 227.7202-4, as applicable, the U.S. Government's rights in the Software and its documentation will be only those specified as set forth in this Agreement.

5. Term

This Agreement remains effective until terminated. Customer may terminate it at any time by destroying all copies of the Software in its possession or control. This Agreement will automatically terminate without notice if Customer breaches any term of this Agreement. Upon termination, Customer shall promptly destroy all copies of the Software in its possession or control.

6. Limited Warranty

Palo Alto Networks warrants that the (a) Product hardware will be free from defects in material and workmanship for one (1) year from the date of shipment; and (b) the Software will perform substantially in accordance with Palo Alto Networks' standard specifications for three (3) months from the date of shipment. As Customer's sole and exclusive remedy and Palo Alto Networks' and its suppliers' sole and exclusive liability for any breach of this warranty, Palo Alto Networks shall, at its option and expense, repair or replace the Product or correct the Software, as applicable. All warranty claims must be made on or before the expiration of the warranty period specified herein. Replacement Products may consist of new or remanufactured parts that are equivalent to new. All Products that are replaced become the property of Palo Alto Networks. Palo Alto Networks shall not be responsible for Customer's or any third party's software, firmware, information, or memory data contained in, stored on, or integrated with any Product returned to Palo Alto Networks for repair, whether under warranty or not. Customer will pay the expenses for return of Products to Palo Alto Networks. Palo Alto Networks will pay expenses for shipment of repaired or replacement Products to Customer.

7. Exclusions

The limited warranty set forth under "Limited Warranty" above applies only to the software that Palo Alto Networks includes in the Product as shipped by Palo Alto Networks. Palo Alto Networks will not have any obligation to the extent any failure of a Product to comply with the limited warranty set forth under "Limited Warranty" above results from or is otherwise attributable to: (i) repair, maintenance or modification of the Product by persons other than Palo Alto Networks-authorized personnel; (ii) accident, negligence, abuse or misuse of a Product; (iii) use of the Product other than in accordance with Palo Alto Networks' specifications; (iv) improper installation or site preparation or any failure by

Customer to comply with environmental and storage requirements for the Product specified by Palo Alto Networks, including, without limitation, temperature or humidity ranges; or (v) causes external to the Product such as, but not limited to, failure of electrical systems, fire or water damage. Palo Alto Networks and its suppliers do not warrant that the operation of the Product will be uninterrupted or error free.

8. Disclaimers

EXCEPT FOR THE WARRANTIES EXPRESSLY STATED UNDER "LIMITED WARRANTY" ABOVE, PALO ALTO NETWORKS AND ITS SUPPLIERS MAKE NO OTHER WARRANTIES, AND EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT, AND ANY WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE.

9. Limitation of Liability

IN NO EVENT WILL PALO ALTO NETWORKS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, LOSS OF USE, DATA, BUSINESS OR PROFITS, OR FOR THE COST OF PROCURING SUBSTITUTE PRODUCTS OR SERVICES, ARISING OUT OF OR RELATING TO THIS AGREEMENT, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, AND WHETHER OR NOT PALO ALTO NETWORKS WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS. IN NO EVENT WILL PALO ALTO NETWORKS' TOTAL CUMULATIVE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT, FROM ALL CAUSES OF ACTION AND UNDER ALL THEORIES OF LIABILITY, EXCEED THE TOTAL PAYMENTS ACTUALLY MADE TO PALO ALTO NETWORKS FOR PRODUCTS DURING THE TWELVE (12) MONTH PERIOD PRIOR TO ANY CLAIM. CUSTOMER ACKNOWLEDGES AND AGREES THAT IT SHALL HAVE NO CLAIM AGAINST ANY OF PALO ALTO NETWORKS' SUPPLIERS BY REASON OF THE PERFORMANCE OR NONPERFORMANCE OF THE PRODUCT OR THE SOFTWARE OR ANY COMPONENT THEREOF THAT SUCH THIRD PARTIES MAY HAVE SUPPLIED TO PALO ALTO NETWORKS. THE FOREGOING LIMITATIONS SHALL SURVIVE AND APPLY REGARDLESS OF THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. Customer agrees that the foregoing limitations of liability constitute a material inducement for Palo Alto Networks to enter into this Agreement and that the purchase price and fees charged to Customer would be substantially higher without such limitations.

10. Indemnification

10.1 Palo Alto Networks will defend or settle, at its expense, any action or suit brought against Customer to the extent based on a third-party claim that any Product provided by Palo Alto Networks to Customer hereunder infringes a United States patent or any copyright or misappropriates any trade secret (a "Claim"), and Palo Alto Networks will pay any damages awarded in final judgment against Customer or agreed to in settlement by Palo Alto Networks that are attributable to any such Claim, provided that Customer: (i) promptly notifies Palo Alto Networks in writing of the Claim; (ii) gives Palo Alto Networks sole control of the defense and any related settlement of the Claim; and (iii) gives Palo Alto Networks, at Palo Alto Networks' expense, all information and assistance reasonably required for the defense and settlement of the Claim. Palo Alto Networks will not be bound by any settlement or compromise that Customer enters into without Palo Alto Networks' express prior consent.

10.2 If a Product becomes, or in Palo Alto Networks' opinion be likely to become, the subject of a Claim, then Palo Alto Networks may, at its sole option and expense: (i) procure for Customer the right to

continue using the Product; (ii) replace or modify the Product to avoid the Claim; or (iii) if options (i) and (ii) cannot be accomplished despite Palo Alto Networks' reasonable efforts, then Palo Alto Networks may accept return of the Product from Customer and grant Customer credit for the price of the Product as depreciated on a straight-line five (5) year basis, commencing on the date of receipt by Customer of such Product.

10.3 Palo Alto Networks' obligations under this section shall not apply to the extent any Claim results from or is based on (a) modifications to a Product made by a party other than Palo Alto Networks or its designee; (b) the combination, operation of use of a Product with hardware or software not supplied by Palo Alto Networks, if a Claim would not have occurred where but for such combination, operation or use; (c) failure to use the most recent version or release of the Product, (d) Palo Alto Networks' compliance with Customer's explicit or written designs, specifications or instructions; or (e) use of a Product that is not in accordance with Palo Alto Networks' specifications and/or recommendations. THE FOREGOING TERMS STATE PALO ALTO NETWORKS' SOLE AND EXCLUSIVE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIMS OF INTELLECTUAL PROPERTY INFRINGEMENT OR MISAPPROPRIATION.

11. Export Control

Customer agrees to comply fully with the U.S. Export Administration Regulations, and any other export laws and regulations to ensure that the Product (hardware, software nor any technical data related thereto, and any direct product thereof is exported or re-exported directly or indirectly in violation of, or used for any purposes prohibited by, such laws and regulations.

12. General

This Agreement will be governed by and construed in accordance with the laws of the State of California, without regard to or application of conflicts of law rules or principles. The United Nations Convention on Contracts for the International Sale of Goods will not apply. Customer may not assign or transfer this Agreement or any rights granted hereunder, by operation of law or otherwise, without Palo Alto Networks' prior written consent, and any attempt to do so, without such consent, will be void and of no effect. Except as expressly set forth in this Agreement, the exercise by either party of any of its remedies under this Agreement will be without prejudice to its other remedies under this Agreement or otherwise. All notices or approvals required or permitted under this Agreement will be in writing and delivered by confirmed facsimile transmission, by overnight delivery service, or by certified mail, and in each instance will be deemed given upon receipt. All notices or approvals will be sent to the addresses set forth in the applicable ordering document or invoice or to such other address as may be specified by either party to the other in accordance with this section. The failure by either party to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision. Any waiver, modification or amendment of any provision of this Agreement will be effective only if in writing and signed by authorized representatives of both parties. If any provision of this Agreement is held to be unenforceable or invalid, that provision will be enforced to the maximum extent possible and the other provisions will remain in full force and effect. This Agreement is the complete and exclusive understanding and agreement between the parties regarding its subject matter, and supersedes all proposals, understandings or communications between the parties, oral or written, regarding its subject matter. Any terms or conditions contained in Customer's

purchase order or other ordering document that are inconsistent with or in addition to the terms and conditions of this Agreement are hereby rejected by Palo Alto Networks and will be deemed null.