

AUTHORIZATION

By agreeing to the following Terms of Use, you are authorizing Ceptera Information Security, LLC, to conduct security testing of your company's network infrastructure and information processing system(s). You are also certifying that you are authorized to engage Ceptera in those services. Your authorization enables Ceptera's employees to perform security testing, while holding Ceptera harmless for any damages to your company's network(s) or system(s) that may occur during testing.

A copy of this authorization will be maintained in your Company's file and available for review upon request.

TERMS OF USE

These Terms of Use ("Terms") are made as of this day, by and between Ceptera Information Security, LLC, its agents, assigns, employees or others associated with Ceptera ("Ceptera") and your organization ("Client"). Client hereby agrees to these Terms and any Terms incorporated herein by specific reference.

APPLICABILITY OF AND AMENDMENT TO TERMS OF USE

These Terms set forth the conditions of Ceptera's security testing. Client understands that any additional services to be provided by Ceptera must be contracted for in a separate agreement. Client is encouraged to review these Terms regularly as they may be amended or revised at any time. Client's continued access to, and use of, www.ceptera.com following the changes of any Terms, shall be deemed Client's acceptance of the new Terms.

ENTIRE AGREEMENT

Client acknowledges that these Terms constitute the entire agreement between Client and Ceptera. Client agrees that these Terms supersede any prior agreements or statements made verbally or in writing.

TERMS AND DURATION

Client agrees that these Terms shall remain in effect for as long as Ceptera provides testing services to Client. Client acknowledges that such services may be rendered throughout an unspecified time period in order to ensure that Ceptera can conduct adequate testing of Client's system(s). Client agrees to provide Ceptera with written notice if it no longer wishes Ceptera to perform the free vulnerability scan. Client understands that there may be certain processes necessary before Ceptera can reasonably and safely withdraw its services, and therefore agrees to extend Ceptera's authorization until such time that Ceptera can make such withdrawal.

Client understands that Ceptera can terminate its obligation under these Terms at any time, with or without cause. If Client wishes to again engage Ceptera's services, it shall be subject to Ceptera's Terms as they are in effect at the time of the re-engagement.

ACKNOWLEDGEMENT AND CONSENT TO INTRUSION

Client understands and acknowledges that Ceptera's security testing services are inherently invasive and intrusive, and will include attempts by Ceptera or its agents to gain unauthorized access to Client's system(s) in an effort to make Client aware of those areas in which Client's system(s) is/are vulnerable to intrusion, damage, and/or unauthorized use. Client is also aware that while rare and unlikely, Ceptera's intrusion into Client's system(s): (i) may result in inadvertent damage to Client's system(s) as a result of dissimilarities among network systems, (ii) may result

in excessive disk space consumption, (iii) may cause degradation of Client's system(s) including, but not limited to, "slowdowns" or "crashes", (iv) may cause temporary failure or "shutdown" of Client's system(s), or (v) may cause other damages resulting from techniques used to gain access to Client's system(s). Client hereby expressly gives its informed consent for the sole purpose of allowing Ceptera to perform the services provided herein and agrees that Ceptera assumes no liability for damages caused or resulting from those incidents mentioned in this section.

INDEMNIFICATION

By agreeing to these Terms, Client assumes all responsibility and risk throughout its engagement of Ceptera's services. Ceptera's services are provided "as is", without any express or implied warranty of any kind. Ceptera assumes no liability for technological or systematic errors, viruses, bugs, or other harmful components that may occur during the performance of its services. Client hereby agrees to indemnify and hold harmless Ceptera as to any claim asserted against Ceptera alleging any liability arising out of any negligent, accidental, or intentional acts of Ceptera that occur during Ceptera's servicing.

LIMITATION OF LIABILITY

In no event shall Ceptera be responsible or liable to Client, or any third party, whether in contract, warranty, tort (including negligence) or otherwise, for any damages, including, but not limited to, special, incidental, indirect or consequential related to Client's loss of profit, revenue or business.

DISPUTES

The exclusive forum for the resolution of any and all disputes arising out of or in connection with these Terms shall be at mediation or arbitration, in the State of Georgia, USA. Such mediator or arbiter will be chosen by Ceptera, with advance notice given to Client. Attorney fees, mediation, arbitration or any related costs shall be provided and paid for by the party seeking such resolution. Ceptera and Client both agree that any alternative dispute resolution will be binding and legally enforceable by a court of law. Client agrees to submit to personal jurisdiction for purposes of dispute resolution, pursuant to these Terms.

SEVERABILITY AND PARTIAL INVALIDITY

If any of these Terms, or the applicability of particular sections of these Terms, shall be held illegal or unenforceable, the remainder of the Terms or the application of such Terms to other parties and circumstances shall not be affected.

QUESTIONS, COMMENTS & COMPLAINTS

Ceptera encourages Client to provide feedback regarding this Terms of Use policy. Client can send any questions, comments or concerns regarding this policy to Ceptera at the following address: Ceptera Information Security, PO Box 871212, Stone Mountain, GA 30087, Attn: Legal.