

Exhibit B
Modifications to County of Monterey Standard Agreement

Modifications to County of Monterey Standard Agreement (Not to Exceed \$100,000) made by and between the County of Monterey, political subdivision of the State of California (hereinafter "County") and :

Accuvant, Inc., a privately-held corporation under the laws of Delaware.

1. A new Section 8.02 shall be made part of the Agreement to read as follows:

8.02 CONTRACTOR warrants that it has full right, power and authority to sell the Services to the COUNTY free and clear of all encumbrances of any kind. The COUNTY, recognizing that CONTRACTOR is not the direct supplier of the SERVICES, expressly waives any claim against CONTRACTOR based upon any infringement or alleged infringement of any patent, copyright, trademark or other intellectual property rights with respect to Services. The foregoing representations and warranties are expressly in lieu of any other express or implied warranties, including any implied warranty of merchantability or fitness for a particular purpose, and of any other obligation on the part of CONTRACTOR. The County acknowledges that it has made the selection of said Services based on its own judgment and expressly disclaims any reliance upon statements made by CONTRACTOR. All Services are sold subject to the warranties and other terms, including without limitation licensing terms, if any, specified by the original service provider of the Service. CONTRACTOR will provide such warranties and other terms to the County upon request. The County agrees that CONTRACTOR will in no event be liable for special, incidental, multiple punitive or consequential damages of any kind whatsoever, and CONTRACTOR's liability under any claim made by the County shall not exceed an amount equal to one million dollars (\$1,000,000) for the Services.

2. Section 10.05 of the Agreement shall be deleted in its entirety and replaced with the following:

10.05 Royalties and Inventions. The Parties agree that with the exception of (i) any know-how, processes, techniques, concepts, methodologies, tools, data, or intellectual properties CONTRACTOR uses in performing the Services (including but not limited to assessment, gap analysis, and/or policy model related services) or in providing the Deliverables and (ii) any intellectual property owned by or licensed from third parties (Contractor IP), all Deliverables are the property of the County. The Parties agree that Contractor Intellectual Property is proprietary to Contractor (or applicable third party) and remains the exclusive property of such party. Contractor and/or third party may freely use the Contractor Intellectual Property and any other intellectual property Contractor and/or third party develops during the course of providing Services and Deliverables hereunder, subject to the confidentiality obligations hereunder and provided that

such Contractor Intellectual Property does not violate any patent, trademark, copyright, or trade secret right of County. Upon full satisfaction of all applicable fees, County shall have a royalty-free, non-exclusive, non-transferrable (except to the County's affiliates, agents and subcontractors, or third parties engaged for County's business purpose) an irrevocable license to reproduce, publish, and use and authorize other to do so, all original computer programs, writings, sound recording, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. Contractor shall not publish any such material without the prior written approval of County.