

## PROMISSORY NOTE

May \_\_, 2015

FOR VALUE RECEIVED, BORIS NIKOLIC, having an address at \_\_\_\_\_ ("NIKOLIC"), hereby promises to pay to DAVID SCHWARZ, having an address at \_\_\_\_\_ ("SCHWARZ"), Note Payments (as hereinafter defined), from time to time, only if, as and when provided in, and subject to, upon and in accordance with, the provisions of this Promissory Note.

### CONSIDERATION AND ADDITIONAL AGREEMENTS

This Promissory Note is given in consideration and exchange for the Releases in favor of of NIKOLIC from SCHWARZ, Hayes Nuss and Peter Corsell attached as Exhibit A hereto (the "Releases") relating to a dispute regarding NIKOLIC's and SCHWARZ's respective interests, rights and obligations with respect to Biosys Capital Partners, LP (the "Fund") and the Fund's investment in the amount of One Million Dollars (\$1,000,000) in Blue Talon Data Systems, Inc. and Three Million Dollars (\$3,000,000) in Digisight Technologies, Inc. (collectively, the "Portfolio Companies"). Upon the realization of the Fund's investments in the Portfolio Companies, subject to and in accordance with the Fund's operative documents, the Fund's general partner, Biosys Capital Management, LLC (the "GP"), from time to time may receive from the Fund distributions, in cash or in kind, in respect of the GP's carried interest in the Fund relating to such investments. In the event such distributions of carried interest are made to the GP, subject to and in accordance with the operative documents of the GP, NIKOLIC, as a principal of the GP, from time to time may receive from the GP distributions, in cash or in kind, of the GP's carried interest distributions from the Fund in respect of the Fund's investments in the Portfolio Companies. Each such distribution to NIKOLIC from the GP is herein referred to as a "Carried Interest Distribution". This Promissory Note is intended to memorialize NIKOLIC's obligation, in consideration and exchange for the Releases, to pay to SCHWARZ, in cash or in kind, at NIKOLIC's discretion, 50% of each Carried Interest Distribution NIKOLIC receives from the GP.

In addition to NIKOLIC's obligations to make Note Payments only if, as and when provided in this Promissory Note, and as additional consideration for the Releases, NIKOLIC agrees that (i) NIKOLIC shall pay to SCHWARZ the sum of Two Hundred Fifty Thousand Dollars (\$250,000) simultaneously with the receipt by NIKOLIC of the original executed Releases, and (ii) until the expiration of this Promissory Note as and when provided herein, NIKOLIC shall refrain from using any name or url containing the term "BIOSYS" in connection with marketing or operating any investment business in which NIKOLIC may hereafter engage.

### PAYMENT.

IF AND ONLY IF, NIKOLIC receives a Carried Interest Distribution from the GP, within ten (10) business days after NIKOLIC receives such Carried Interest Distribution, NIKOLIC shall pay SCHWARZ, in cash, or in kind with shares of stock of one or both of the

Portfolio Companies, or partly in cash and partly in kind with shares of stock of one or both of the Portfolio Companies, in such proportions as NIKOLIC shall determine in his sole discretion, fifty percent (50%) of the fair market value of such Carried Interest Distribution. Each such payment, if any, shall hereinafter be referred to as a "Note Payment"

#### SECURITY OBLIGATION.

This Promissory Note, NIKOLIC's obligation to make Note Payments to SCHWARZ only if, as and when provided herein, and all other obligations of NIKOLIC hereunder are secured by the grant by NIKOLIC to SCHWARZ of a security interest in the collateral described in Exhibit B hereto (the "Collateral"), upon, subject to and in accordance with the provisions of the securitization document attached as Exhibit C hereto (the "Security Agreement").

#### EXPIRATION.

This Promissory Note shall expire on the first to occur of the following:

- (i) Twelve years after the date hereof; and
- (ii) NIKOLIC's payment to SCHWARZ of NIKOLIC's last possible Note Payment, if any, after the Fund has disposed of or otherwise realized upon all of its investments in the Portfolio Companies and has made all required distributions of carried interest to the GP in respect of such investments so disposed of or realized upon, and the GP has made all required Carried Interest Distributions to NIKOLIC.

#### APPLICATION OF PAYMENTS.

All payments made by NIKOLIC hereunder, shall be applied first to fees, costs, expenses and all other amounts due SCHWARZ, if any, under this Promissory Note or the Security Agreement (including legal fees and expenses incurred in enforcing SCHWARZ's rights hereunder or thereunder), then, in the event of a default, to interest at the default rate of interest provided herein, and the balance to all outstanding Note Payment obligations due under this Promissory Note.

#### PAYMENT OF CASH; PAYMENT IN KIND; PLACE OF PAYMENT.

All cash payments on this Promissory Note are to be made in lawful money of the United States of America in immediately available funds. All payments in kind are to be made by delivery and transfer of shares of stock of one or both of the Portfolio Companies, in NIKOLIC's sole discretion, which shares, when so delivered and transferred, may be subject to all then applicable rights, obligations and restrictions on the holder thereof, including, without limitation, those relating to voting, management, preemptive rights, rights of first refusal, registration, and restrictions on transfer or other disposition, pursuant to any and all applicable agreements, organizational documents, other instruments and local, state and federal laws to which such shares of stock, or NIKOLIC, as the holder of such shares of stock, was subject immediately prior to such delivery and transfer. All such cash payments and deliveries of shares of stock shall be made to SCHWARZ at \_\_\_\_\_, or such other place as SCHWARZ shall hereafter designate to NIKOLIC in writing.

NON-BUSINESS DAYS.

If any payment hereunder becomes due on a Saturday, Sunday or any other day which is not a business day, such payment shall be deferred to, and shall be payable on, the next business day.

DEFAULT.

If any of the following events shall occur during the term hereof, such events shall be deemed a default by NIKOLIC hereunder (each an "Event of Default"):

(i) There shall be a default in the payment of a Note Payment due under this Promissory Note if, as and when the same shall have become due and payable in accordance with the terms hereof; or

(ii) NIKOLIC shall be in breach of any provisions of the Security Agreement, which breach is not otherwise specifically provided for herein as an Event of Default, and shall fail to cure the same within thirty (30) days after receiving notice of such breach from SCHWARZ; or

(iii) There shall have been entered any order, judgment or decree by a court of competent jurisdiction for relief in respect of the NIKOLIC under any applicable Federal or state bankruptcy law or similar law, or appointing a receiver, assignee or trustee of all or a substantial part of NIKOLIC's property, assets or revenues; or

(iv) The filing by NIKOLIC of a petition or consent to a petition seeking relief under any applicable bankruptcy, insolvency or other similar law, or the consent by NIKOLIC to the institution of proceedings thereunder or to the filing of any such petition or to the appointment or taking of possession by a receiver, liquidator, assignee, trustee or custodian, of any substantial part of the property, assets or revenues of NIKOLIC, or the making by NIKOLIC of an assignment for the benefit of creditors, or the inability of NIKOLIC to pay his debts as they become due and payable; or

(v) The creation of any lien, claim or encumbrance upon, all or any part of the Collateral, or any interest therein, other than pursuant to this Promissory Note or the Security Agreement, or any sale, transfer, assignment, or other disposition of all or any part of the Collateral, or any interest therein; or

(vi) At any time after the execution and delivery hereof, (A) this Promissory Note or the Security Agreement shall cease to be in full force and effect (other than by reason of the expiration of this Promissory Note as provided herein and the resulting termination of this Promissory Note and the Security Agreement in accordance with the terms hereof and thereof) or shall be declared null and void, or (B) NIKOLIC shall contest the validity or enforceability of this Promissory Note or the Security Agreement in writing or deny in writing that NIKOLIC has any further liability under this Promissory Note or the Security Agreement; or

In the case of an Event of Default, without any demand, presentment, protest or other notice whatsoever to NIKOLIC, or other statutory or other rights of redemption, or any other action by SCHWARZ, all of which are hereby expressly waived by NIKOLIC, the unpaid principal amount hereof and all accrued interest shall become due and payable in full upon the occurrence of any such event and SCHWARZ may exercise simultaneously or seriatim any or all of such other rights and remedies as may be lawfully permitted under federal law or Delaware law and any and all of the remedies of SCHWARZ set forth herein and in the Security Agreement. NIKOLIC promises to pay interest on each overdue amount (whether of principal, interest or otherwise) payable on or in respect of this Promissory Note or the obligations evidenced hereby from the date on which such amount shall have first become due and payable in accordance with the terms hereof to the date on which such amount shall be paid to SCHWARZ (whether before or after judgment) at an annual rate of interest which shall (to the extent permitted by applicable law) at all times be equal to ten percent (10%) per annum. The unpaid interest accrued on each overdue amount in accordance with the foregoing terms of this paragraph shall become immediately and absolutely due and payable by NIKOLIC to SCHWARZ without the requirement of any notice, present or demand by SCHWARZ.

#### LOSS, ETC. OF PROMISSORY NOTE.

Upon receipt of evidence reasonably satisfactory to NIKOLIC of the loss, theft, destruction or mutilation of this Promissory Note, and of indemnity reasonably satisfactory to NIKOLIC, if lost, stolen, destroyed or mutilated, NIKOLIC shall execute and deliver SCHWARZ a new promissory note identical in all respects to this Promissory Note.

#### COLLECTION COSTS.

In the event that it becomes necessary to enforce the provisions of this Promissory Note against NIKOLIC in order to collect any amounts due hereunder, all reasonable costs, fees and expenses of such enforcement, including, without limitation, all reasonable attorneys fees and disbursements relating to the enforcement of any obligations under this Promissory Note, when incurred, shall become immediately due and payable hereunder.

#### NON-WAIVER.

NIKOLIC hereby expressly waives presentment for payment, demand for payment, notice of dishonor, protest, notice of protest, notice of non-payment, and all lack of diligence or delays in collection or enforcement of this Promissory Note. SCHWARZ may extend the time of payment of this Promissory Note, postpone the enforcement hereof, release any collateral securing this Promissory Note, or grant any other indulgences whatsoever without affecting or diminishing SCHWARZ's rights under this Promissory Note, which rights are hereby expressly reserved. Any waiver of any provision hereof must be in writing. No failure on the part of SCHWARZ to exercise, and no delay in exercising, any right, power or privilege under this Promissory Note shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege under this Promissory Note preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The remedies herein provided are cumulative and not exclusive of any and all other remedies provided by law.

SUCCESSORS AND ASSIGNS.

This Promissory Note is binding upon NIKOLIC and his heirs, successors and permitted assigns; provided, however, that NIKOLIC shall not be entitled to assign or delegate any rights or obligations under this Promissory Note without the prior written consent of SCHWARZ

AMENDMENT AND MODIFICATION.

This Promissory Note may be amended, modified or supplemented only by written agreement signed by SCHWARZ and NIKOLIC.

GOVERNING LAW.

THIS NOTE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF DELAWARE APPLICABLE TO CONTRACTS TO BE PERFORMED ENTIRELY THEREIN, WITHOUT GIVING EFFECT TO THE PRINCIPLES OF CONFLICT OF LAWS APPLICABLE THEREIN.

WAIVER OF JURY TRIAL.

TO THE EXTENT PERMITTED BY LAW, NIKOLIC AND SCHWARZ HEREBY WAIVE ANY RIGHT TO A TRIAL BY JURY.

NOTICES.

Except as otherwise expressly provided in this Promissory Note, all notices and other communications made or required to be given pursuant to this Promissory Note shall be in writing and shall be delivered by hand, mailed by United States registered or certified first class mail, postage prepaid, sent by overnight courier, or sent by email or facsimile (with evidence of transmission retained) and confirmed by delivery via courier or postal service, addressed as follows: (a) if to NIKOLIC, to \_\_\_\_\_, facsimile no.: \_\_\_\_\_, email: \_\_\_\_\_ and (b) if to SCHWARZ, to \_\_\_\_\_, facsimile no.: \_\_\_\_\_, email: \_\_\_\_\_, or at such other address for notice as either NIKOLIC or SCHWARZ shall hereafter furnish in writing to the other.

FAXED AND SCANNED SIGNATURES.

Signatures of this Promissory Note transmitted by fax, or scanned and then transmitted by email transmission shall have the same effect as original signatures.

IN WITNESS WHEREOF, NIKOLIC has duly executed this Promissory Note on the date first above written.

\_\_\_\_\_  
BORIS NIKOLIC

**EXHIBIT A**

**RELEASES**

**(see attached)**

**EXHIBIT B**  
**COLLATERAL**

[TBD]

**EXHIBIT C**

**SECURITY AGREEMENT**

**(see attached)**