

The following terms and conditions apply to this offer (“Offer”) of equipment, software licenses, accessories and any accompanying services (collectively “Products”) by SafeNet Assured Technologies, LLC (“SafeNet Assured Technologies”) to any potential or actual purchaser or licensor (“Purchaser”) of Products. By accepting this offer for Products, Purchaser agrees to be legally bound by the following terms (“Terms”).

1. ENTIRE AGREEMENT. Purchaser may accept this Offer, consisting of the Products described on such accompanying invoices at the price shown on the accompanying invoices, either in writing or by any conduct that acknowledges the existence of a contract for such Products, including without limitation, acceptance of such Products. This Offer is conditional upon, and can be accepted only upon, the terms and conditions specified in this Offer. If Purchaser has previously proposed or subsequently proposes any terms that add to, vary from, or conflict with the terms of this Offer, SafeNet Assured Technologies hereby objects to and rejects such terms. Other than as specifically provided in any separate mutually-signed written agreement between Purchaser and SafeNet, these terms and conditions may not be altered, supplemented, or amended without the specific written consent of both Purchaser and SafeNet Assured Technologies. This Offer and these Terms cancel and supersede all prior agreements, understandings, representations, written or oral, between SafeNet Assured Technologies and Purchaser and contain the entire understanding and agreement of the parties with respect to its subject matter. No amendment, modification, waiver or release with respect to this Offer and these Terms shall be effective unless it is in writing signed by a duly authorized representative of each party and no failure to enforce or take advantage of any provision hereof shall constitute a waiver.

2. PURCHASE OR LICENSE OF PRODUCTS.

A. Prices. Unless SafeNet Assured Technologies specifically quotes different prices in writing to Purchaser, the prices shall be those set forth in SafeNet Assured Technologies’ current price list in effect at the time Purchaser accepts this Offer. Prices specifically do not include the additional charges described in Section 5(C), which shall be invoiced by SafeNet Assured Technologies and paid by Purchaser. Purchaser shall be responsible for any taxes (including income, stamp and turnover or value added taxes), duties, fees, charges or assessments of any nature appropriately levied by any governmental authority against the Products in Purchaser’s possession or in connection with the sale or import of the Products, whether or not title thereto has passed to Purchaser. If SafeNet Assured Technologies is required to pay any such levies and/or fines, penalties or assessments as a result of Purchaser’s failure to comply with any applicable laws or regulations governing payment of such levies or as a result of Purchaser’s failure to comply with any Term, the amount of any payments so made, plus the expense of currency conversion, shall be promptly reimbursed by Purchaser upon submission of SafeNet Assured Technologies’ invoice thereof.

B. Purchases/Licenses. Purchaser may place orders for the Products by submitting one or more written purchase orders to SafeNet Assured Technologies. Each such purchase order shall state the description (including SafeNet Assured Technologies’ part numbers) and quantities of the Products being ordered, and the proposed shipment date for such Products. Subject to these Terms, a purchase order may also include instructions for shipment and insurance. In no event

shall any other terms or conditions set forth on a purchase order submitted by Purchaser be binding on SafeNet Assured Technologies. No purchase order shall be binding on SafeNet Assured Technologies unless and until SafeNet Assured Technologies has accepted the purchase order by either a written acknowledgement or by shipment of the Products described in the purchase order.

C. Standard Products. All Products shall be SafeNet Assured Technologies' standard products. Unless specifically stated in a separate agreement between SafeNet Assured Technologies and Purchaser, SafeNet Assured Technologies shall have no obligation to create special or customized versions of any Product, or to ensure that the Products operate with Purchaser's equipment, software, or systems. SafeNet Assured Technologies reserves the right, without prior approval from or notice to Purchaser, to make changes to any Product (i) to meet published specifications; (ii) that do not adversely affect the performance of the Product below any published specification; or (iii) when required for purposes of safety. SafeNet Assured Technologies also reserves the right to make changes to any Product without any obligation to make the same changes to Products previously ordered by or sold to Purchaser.

3. PURCHASER'S OBLIGATIONS.

A. Resale of Products. Purchaser may not resell any SafeNet Assured Technologies products unless SafeNet Assured Technologies has signed a written agreement authorizing Purchaser to do so. The term "resell" or "resale" shall include any resale, lease, license, sublicense or other transfer or delivery of the Products. If Purchaser resells Products in violation of this provision, SafeNet Assured Technologies reserves the right, in addition to all other remedies, to invoice Purchaser for the difference between the price paid by Purchaser for the Products, and SafeNet Assured Technologies' then standard list prices for resales to end users, and Purchaser shall be obligated to pay SafeNet Assured Technologies such amounts upon receipt of such invoice.

B. Export Control. It is expressly understood that the Products and all obligations arising hereunder, are subject to export control laws and regulations, including those of the U.S. Government, including without limitation, the requirement to obtain necessary approvals and licenses prior to the acceptance of any orders, or the export of Products, hereunder. Such shall also apply, by way of example only, to spare parts, warranty items delivered by SafeNet Assured Technologies in connection with the Products, and the transfer or re-export of any such Products by Purchaser. Any Products purchased by or provided to Purchaser, including any technical data or documentation pertaining thereto, shall not be sold, leased, released, assigned, transferred, conveyed or in any manner disposed of, either directly or indirectly, without the prior written approval of applicable governments, including the United States Government, in accordance with applicable law, including U.S. law. SafeNet Assured Technologies shall be excused from performance, and not be liable for damages, including the assessment of late delivery penalties, for failure to deliver Products hereunder resulting from the any government's denial or withdrawal of approval to export Products to Purchaser.

4. TERMS OF PAYMENT.

Unless otherwise agreed in writing, payment due SafeNet Assured Technologies shall be made in immediately available U.S. dollars by an advance payment in the amount specified by SafeNet Assured Technologies in its quotation, and the balance, if any, by confirmed irrevocable letter of credit acceptable to SafeNet, payable in United States dollars against normal shipping documents at a United States bank acceptable to SafeNet Assured Technologies. At SafeNet Assured Technologies' option, SafeNet Assured Technologies may invoice the Purchaser at the time of each shipment of Products to Purchaser. Payment terms for all invoiced amounts shall be thirty (30) days from the date of invoice(s). Purchaser shall make all payments due to SafeNet Assured Technologies **WITHOUT ANY OFFSET OR DEDUCTION WHATSOEVER**, and without regard to whether Purchaser has made or may make inspections of the Products delivered to Purchaser. If deliveries are authorized in installments, each shipment shall be paid for when due without regard to other scheduled deliveries. Any invoiced amount which is not paid when due shall bear a late fee at the rate of six percent (6%) per annum, or the maximum rate permitted by applicable law, whichever is less. If Purchaser fails to pay any invoice when due, or the creditworthiness of Purchaser is questioned by SafeNet, then SafeNet Assured Technologies reserves the right to withhold further shipments (and the provision of services) until Purchaser re-establishes its creditworthiness to SafeNet Assured Technologies' satisfaction.

5. DELIVERY OF PRODUCTS.

A. Shipping Schedule. SafeNet Assured Technologies shall use its reasonable efforts to ship Products to Purchaser in accordance with the shipment schedule provided by SafeNet Assured Technologies to Purchaser. Delivery dates proposed by Purchaser in its purchase order or other documentation shall not be binding on SafeNet Assured Technologies. Notwithstanding the foregoing and without limiting the generality of Section 8, SafeNet Assured Technologies shall not be liable for damages of any kind as a result of a delay in delivery, regardless of the reason. The delivery schedule shall be extended automatically by a period of time equal to the time lost because of any such delay.

B. Cancellation and Rescheduling. If Purchaser defaults on any of its obligations, SafeNet Assured Technologies may decline to make further shipments, terminate any of Purchaser's orders, or both, without affecting SafeNet Assured Technologies' rights and remedies including, but not limited to, SafeNet Assured Technologies' right to receive cancellation charges and quantity price adjustments. Orders are non-cancellable, and Purchaser shall remain liable for the full purchase price in the event of any attempted cancellation or refusal of delivery. Purchaser's refusal to accept shipment within thirty (30) days of the shipment date scheduled by SafeNet Assured Technologies may, at SafeNet Assured Technologies' sole option and election, be treated as a cancellation of the shipment. If SafeNet Assured Technologies continues to make shipments after Purchaser's default, SafeNet Assured Technologies' action shall neither constitute a waiver of any right of SafeNet Assured Technologies nor affect SafeNet Assured Technologies' legal remedies. In the event that Purchaser requests rescheduling of an order, the following rescheduling fees apply: if request made more than 45 days prior to original shipment date, no rescheduling charge applies; if request made 30 to 45 days prior to original shipment date, rescheduling charge of 15% applies; if request made 15 to 29 days prior to original shipment date, rescheduling charge of 25% applies. Orders may not be rescheduled less than 15

days in advance of original shipment date. Charges identified in this Section 5(B) have been agreed upon, not as a penalty, but as a result of the difficulty of computing actual damages.

C. Shipment. All deliveries of the Products shall be FCA SafeNet Assured Technologies' facility, in accordance with the INCOTERMS 2010 of the International Chamber of Commerce. Unless otherwise agreed by the Parties in writing, SafeNet Assured Technologies shall have no further responsibility for the Products, and all risk of damage or loss to the Products shall pass upon their delivery at SafeNet Assured Technologies' factory or its subcontractors. Unless specified by Purchaser in its purchase order, SafeNet Assured Technologies shall, in its sole discretion, determine the means of shipment and insurance, if any, for the Products. SafeNet Assured Technologies' selection of the carrier shall be strictly on Purchaser's behalf. SafeNet Assured Technologies does not assume any liability for the carrier's delivery of the shipment nor shall the carrier be deemed an agent of SafeNet Assured Technologies. SafeNet Assured Technologies shall invoice, and Purchaser shall pay for, any and all shipping, handling, customs, insurance and similar charges incurred by SafeNet Assured Technologies in shipping Products to Purchaser. SafeNet Assured Technologies also reserves the right to ship Products to Purchaser freight collect. Purchaser shall be solely responsible for all storage, and other charges at the destination specified by Purchaser. Purchaser shall be deemed to have accepted the Products upon the date title to such Products passes to Purchaser; provided, however, that nothing in this Section 5(C) shall be deemed to limit Purchaser's warranty rights set forth in Section 7.

6. TITLE TO PRODUCTS.

A. Transfer of Title. Title to the Products, and risk of damage or loss, shall pass to Purchaser upon delivery of the Products at SafeNet Assured Technologies' facility to the carrier for shipment to Purchaser. Notwithstanding any provision herein to the contrary, Purchaser shall take no title to software Products under these Terms.

B. Ownership of Intellectual Property. Purchaser acknowledges that the Products and accompanying documentation and other instructions provided by SafeNet Assured Technologies contain proprietary technical know how embedded in hardware, software or technical information, or some combination thereof, and that, as between Purchaser and SafeNet, the ownership of all patents, copyrights, derivative works, mask work rights, trademarks, trade names, trade secrets and all other intellectual property rights to the Products shall remain with SafeNet Assured Technologies and its suppliers. Purchaser understands and agrees that a sale of the Products does not constitute a sale of any of SafeNet Assured Technologies' or its suppliers' intellectual property rights; except that Purchaser and its customers shall receive a limited, non-exclusive right to such intellectual property solely for the purpose of, and only to the extent necessary for, use of the Products in accordance with SafeNet Assured Technologies' published specifications and user documentation.

C. License to Software and Documentation. With respect to any software or documentation comprising, incorporated in or accompanying any Product, the Purchaser's rights shall be limited by the terms set forth in a separate license agreement, if any, which accompanies the software or documentation. The terms "sell," "buy" and "title," and all similar expressions used in these Terms shall mean SafeNet Assured Technologies' grant to Purchaser of a non-exclusive, limited

license to use such software (in object code form only) or documentation for the sole purpose of, and only to the extent necessary for, use of the Products in accordance with SafeNet Assured Technologies' published specifications and user documentation. Purchaser may transfer this license to its customer to complete an authorized resale of the Products (subject to the restrictions imposed in Section 6(D)). Purchaser agrees that all such licenses shall be for the benefit of SafeNet Assured Technologies and its suppliers and shall be enforceable directly by SafeNet Assured Technologies. Purchaser shall have no right to market, distribute or otherwise transfer such software or documentation except as expressly provided in this Section 6(C).

D. Restrictions. Purchaser shall not reverse engineer, decompile, disassemble, translate, copy, modify, alter or otherwise change any Product, or part thereof (including without limitation any software provided by SafeNet). Purchaser shall have no right to obtain source code for any software provided by SafeNet Assured Technologies.

E. Trademarks. Purchaser shall not alter or remove from the Products (or their packaging or documentation), or alter, any of SafeNet Assured Technologies' or its suppliers' trademarks, trade names, logos, patent or copyright notices, or other notices or markings, or add any other notices or markings to the Products (or their packaging or documentation).

7. LIMITED WARRANTY.

A. Express Warranty. Subject to the provisions of this Section 7 and Section 8, SafeNet Assured Technologies expressly warrants that, for a period of twelve (12) months (unless a longer period is specified in written documentation accompanying Product) (the "Warranty Period"), all hardware components of the Product shall be free from faulty workmanship and defective materials under normal use and service. The Warranty Period shall commence on the date the Product is shipped from SafeNet Assured Technologies' facility (as evidenced by SafeNet Assured Technologies' packing slip or other receipt), or the date title to the Product passes to Purchaser, whichever date is earlier. The warranty stated by SafeNet Assured Technologies in this Section 7(A) is the only express warranty provided by SafeNet Assured Technologies. This express warranty may be modified only by express written agreement between the parties, and may not be modified or amended by any course of dealing between the parties, or custom and practice in the industry. SafeNet Assured Technologies provides no warranty, whether express or implied, with regard to software or services except as provided in a separate software license or services agreement between the parties. Purchaser's remedies and SafeNet Assured Technologies' aggregate liability with respect to the warranty provided by SafeNet Assured Technologies in this Section 7(A) are set forth in and limited by this Section 7 and Section 8.

B. Warranty Remedy. If a hardware Product fails under normal use and service during the Warranty Period due to a defect in materials or faulty workmanship, SafeNet Assured Technologies' sole obligation shall be to repair or replace the Product, at SafeNet Assured Technologies' option. Following repair or replacement, the Warranty Period shall expire at the end of the original period. All Products and components that are replaced by SafeNet Assured Technologies shall become SafeNet Assured Technologies' property.

C. Warranty Conditions. SafeNet Assured Technologies' express warranty is contingent upon Purchaser's payment of the purchase invoice and proper use of the Product, in accordance with any instructions or manuals provided by or available from SafeNet Assured Technologies. SafeNet Assured Technologies shall have no obligation under this express warranty unless Purchaser promptly reports the claim. SafeNet Assured Technologies' obligations under this warranty are subject to SafeNet Assured Technologies' examination of the Product and SafeNet Assured Technologies' determination to its reasonable satisfaction that the claimed defect or fault actually exists and is not excluded from SafeNet Assured Technologies' warranty under this Section 7. If SafeNet Assured Technologies determines that the Product is not defective or faulty within the terms of the express warranty, Purchaser shall pay for all costs of handling, transportation and repairs at SafeNet Assured Technologies' then prevailing repair rates.

D. Warranty Exclusions. SafeNet Assured Technologies' express warranty shall not apply if the defect or fault is caused by any of the following after delivery by SafeNet: accident, unusual physical, electrical or electromagnetic stress, neglect, misuse, failure of electric power or environmental controls, rough handling during transportation, fire or other act of God, Purchaser's failure to maintain the Product in accordance with SafeNet Assured Technologies' specifications, abuses to the Product other than ordinary use, modifications by Purchaser, alterations or repairs by a party other than SafeNet Assured Technologies (unless specifically authorized by SafeNet Assured Technologies in writing). This express warranty will be rendered void if SafeNet Assured Technologies' serial numbers, warranty data or quality assurance decals on the Product are removed or altered.

E. Warranty Limitations. SafeNet Assured Technologies' express warranty is strictly for the benefit of Purchaser and does not extend to any third party. SafeNet Assured Technologies' express warranty does not apply to any software Product, or software component of a Product, which is sold or licensed subject to a separate license agreement (including without limitation a "shrink wrap" license agreement) which provides a different warranty than that stated in these Terms. SafeNet Assured Technologies makes no warranties that the software components of any Product will operate in combination with any other software or with any equipment other than the Products.

F. Third Party Products and Warranties. SafeNet Assured Technologies' warranty does not apply to (i) products manufactured by third parties and resold by SafeNet Assured Technologies without re-marking under SafeNet Assured Technologies' trademarks, (ii) software products that are not developed by SafeNet, and (iii) consumable items (e.g. batteries). To the extent permitted by the supplier, the original manufacturer's warranty shall be assigned by SafeNet Assured Technologies to Purchaser and is in lieu of any warranty by SafeNet, express or implied.

G. Disclaimer. THE EXPRESS WARRANTIES OF SAFENET ASSURED TECHNOLOGIES STATED IN SECTION 7(A) ARE IN PLACE OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. THE EXPRESS

OBLIGATION OF SAFENET ASSURED TECHNOLOGIES STATED IN SECTION 7(B) REPLACES ANY OTHER LIABILITY OR OBLIGATION OF SAFENET ASSURED TECHNOLOGIES ARISING OUT OF OR IN CONNECTION WITH THE DELIVERY, USE OR PERFORMANCE OF THE PRODUCTS. SAFENET ASSURED TECHNOLOGIES DOES NOT INSURE THE SECURITY PROVIDED BY THE PRODUCTS, NOR DOES IT WARRANT AGAINST IMPROVEMENTS IN THE TECHNICAL ARTS THAT MAY RENDER THE PRODUCTS INEFFECTIVE OR OBSOLETE.

8. LIMITATION OF LIABILITY. Notwithstanding anything herein to the contrary, SafeNet Assured Technologies shall not be liable to Purchaser, or to any third party claiming through Purchaser, for the failure of performance of any obligation of SafeNet Assured Technologies except as specifically set forth herein, or otherwise agreed to in writing. Additionally, SafeNet Assured Technologies' aggregate liability arising out of the sale of Products to Purchaser, regardless of the form of action giving rise to such liability (whether in contract, tort or otherwise, including negligence), shall not exceed the aggregate purchase price for Products paid by Purchaser to SafeNet Assured Technologies under the relevant purchase order. SafeNet Assured Technologies shall not, under any circumstances, be liable hereunder for indirect, special, incidental, consequential or punitive damages resulting from its failure of performance. Any failures to perform any obligation under these Terms or any applicable purchase order except payment of monies due, shall be excused if such failure is caused by acts of God, acts of public authorities, wars or war measures, fires, casualties, labor difficulties or strikes, shortages of material or fuel, failure or delays of suppliers or carriers, shortages of transportation, problem with any network (including telecommunications) other than that under SafeNet Assured Technologies' control, denial of service attack, or any causes beyond the failing party's control. SafeNet Assured Technologies shall not be liable for any claims of third parties relating to the Products. The limitations of liability contained herein are a fundamental part of the bargain, and Purchaser acknowledges that SafeNet Assured Technologies would not sell the Products absent these limitations.

9. GENERAL PROVISIONS.

A. Governing Law and Jurisdiction. This Agreement has been entered into and shall be governed in accordance with the laws of the State of Maryland, U.S.A. In the event of any controversy, dispute or difference between the parties hereto, with respect to the interpretation of the provisions of this Agreement or to the breach or termination thereof or to the determination of the rights and obligations of the parties hereunder, either party may give notice to the other in writing of the existence of such controversy, dispute or difference specifying its nature and the points at issue. If the same shall not be amicably resolved within thirty (30) days from the receipt of such notice, either party shall be entitled to have such controversy, dispute or difference finally settled by arbitration, in accordance with the rules of the International Chamber of Commerce (ICC) in effect on the date of this Agreement. The arbitration shall be conducted in Baltimore, Maryland, U.S.A. in the English language by a Tribunal of three (3) arbitrators appointed in accordance with such rules. The decision of the arbitrators shall be based upon the rights and obligations of the parties set forth in this Agreement and shall be binding on the parties to the arbitration proceeding and may be entered as a judgment in any court in any country having jurisdiction. Notwithstanding the fact that this Agreement may be translated into

a language other than English for the convenience of the parties or otherwise, any dispute or controversy arising from the Agreement shall be determined solely from the English language version of this Agreement.

B. Severability. Should any clause, condition or term, or any part thereof, contained in these Terms be unenforceable or prohibited by law or by any present or future local municipal, provincial/state or national/federal legislation, then such clause, condition, term or part thereof, shall be amended, and is hereby amended, so as to be in compliance with the said legislation or law but, if such clause, condition or term, or part thereof cannot be amended so as to be in compliance with any such legislation or law then such clause, condition, term or part thereof shall be deemed severed from these Terms, and all the rest of the clauses, terms and these Terms, and all the rest of the clauses, terms and conditions or parts thereof contained in these Terms shall remain unimpaired.

C. Assignments. No right or obligation of Purchaser under these Terms shall be assigned, delegated or otherwise transferred, whether by agreement, operation of law or otherwise, without SafeNet Assured Technologies' prior express written consent, and any attempt to assign, delegate or otherwise transfer any of Purchaser's rights or obligations without SafeNet Assured Technologies' consent shall be void. Notwithstanding anything to the contrary herein, SafeNet Assured Technologies may engage Subcontractors to perform any of its obligations under these Terms.

D. Waivers. All waivers must be in writing. The failure of either party to insist upon strict performance of any provision of this Agreement, or to exercise any right, shall not be deemed to be a waiver of such provision or right, and no waiver of any provision or right shall affect the right of the waiving party to enforce any other provision or right.

E. Rights and Remedies. All rights and remedies hereunder shall be cumulative, may be exercised singularly or concurrently, and shall not be deemed exclusive except as provided in Sections 7 and 8. If any legal action is brought to enforce any obligations hereunder, the prevailing party shall be entitled to receive its attorneys' fees, court costs and other collection expenses, in addition to any other relief it may receive.

F. Government Contracts. To the extent the Products are being purchased under a government contract, Purchaser shall provide a government contract number on each purchase order, and only those clauses of the applicable government regulations that are required by federal statute or regulation to be included in government contracts or subcontracts shall be incorporated herein by reference.

G. Government End Users. All software contained in the Products is restricted computer software, as such term is defined in paragraph (a) of Federal Acquisition Regulation 52.227-19, Commercial Computer Software--Restricted Rights. Such software is licensed with "Restricted Rights." Use, duplication or disclosure of such software is subject to restrictions set forth in subparagraphs (c)(1) and (2) of Federal Acquisition Regulation 52.227-19, Commercial Computer Software--Restricted Rights, and its successors, and any comparable restrictions established by state law. Purchaser shall ensure that each copy of the software provided to a unit

or agency of the United States Government or any state government will have affixed the following restricted rights legend (including the applicable government contract number):
“RESTRICTED RIGHTS LEGEND -- USE, DUPLICATION OR DISCLOSURE OF THIS SOFTWARE BY THE GOVERNMENT IS SUBJECT TO THE RESTRICTIONS AS SET FORTH IN PARAGRAPH (C)(1) AND (2) OF FEDERAL ACQUISITION REGULATION 52.227-19, COMMERCIAL COMPUTER SOFTWARE--RESTRICTED RIGHTS IN ACCORDANCE WITH GOVERNMENT CONTRACT NO. _____, OR ANY COMPARABLE STATE LAW. THE SUPPLIER OF THIS SOFTWARE IS SAFENET ASSURED TECHNOLOGIES, LLC., 3465 BOX HILL CORPORATE CENTER DRIVE, SUITE D, ABINGDON, MARYLAND, 21009.”

H. Limitation of Time. No action, regardless of form, which arises from or is related in any way whatsoever to these Terms, may be commenced more than eighteen (18) months after such cause of action accrues, except that an action for nonpayment may be brought at any time within the governing statute of limitations.

I. Field Trials and Installations. No representation, covenant, warranty or indemnity of SafeNet Assured Technologies shall apply to any Product provided for demonstration, evaluation or field trial by Purchaser an “Evaluation”). No Evaluation period for any Product shall exceed thirty (30) days. Purchaser shall be liable to SafeNet Assured Technologies for the monthly rental charge at SafeNet Assured Technologies’ then current monthly rental rate for such Product for each month or portion thereof that Purchaser retains such Product beyond the Evaluation period, together with all costs associated with returning such Product to SafeNet Assured Technologies.