

**SAFENET ASSURED TECHNOLOGIES, LLC  
PROFESSIONAL SERVICES TERMS AND CONDITIONS**

1. **SERVICES.** SafeNet Assured Technologies, LLC (SafeNet AT) shall perform for Customer the services listed on the first page hereof (“Services”), and Customer shall pay SafeNet AT for the Services as indicated. The manner and means by which SafeNet AT chooses to complete the Services are in SafeNet AT’s sole discretion and control. The Deliverables described in this Agreement will be deemed accepted upon delivery. The Services, the Deliverables, and the methods and technology used by SafeNet AT to produce the Deliverables, described in section 3 below, are not works made for hire, and SafeNet AT, subject to the provisions of Section 3, shall retain all intellectual property rights to the Deliverables. The sale of any SafeNet AT products or licenses, and the fees therefore, shall be the subject of a separate agreement or agreements between SafeNet AT and Customer.

2. **INVOICING AND EXPENSES.** Unless otherwise agreed in the Agreement or the applicable Statement of Work, SafeNet AT will invoice Customer monthly for Services performed and expenses incurred. Amounts payable to SafeNet AT under this Agreement are payable in full without deduction (net of applicable taxes, costs and expenses) and Customer shall pay all such applicable taxes, costs and expenses (exclusive of taxes on SafeNet AT’s net income) within thirty (30) days of Customer’s receipt of SafeNet AT’s invoice, provided Customer has applied for and been granted credit terms from SafeNet AT. If Customer fails to pay SafeNet AT within such thirty (30) day period, SafeNet AT reserves the right to impose and Customer agrees to pay an interest charge on the unpaid balance at a rate of 1-1/2% per month. All amounts are in U.S. Dollars unless specified otherwise. Unless otherwise agreed in the Agreement, Customer shall reimburse SafeNet AT for all reasonable expenses incurred in the performance of the Services including, but not limited to, travel and living expenses. Customer shall also reimburse SafeNet AT for any other expenses incurred at the request of Customer, as well as additional amounts related to the performance of Services outside normal business hours or consecutive days.

3. **USE OF WORK PRODUCT.**

3.1 Customer obtains a non-exclusive, non-transferable, and perpetual right to use the work

product delivered to Customer under this Agreement (“Deliverables”) for the purpose outlined in the Agreement or applicable Statement of Work. Customer shall not sell, license, publish, distribute, lease, rent or otherwise transfer the Deliverables or perform, display or otherwise use the Deliverables in the operation of a service bureau or for the benefit of third parties except as otherwise expressly provided herein.

3.2 Subject to Section 3.1, Customer shall not reverse engineer, decompile, disassemble or apply any process, technique, or procedure or make any attempt to ascertain or derive the source code to any product or other data, materials, items and technology owned by SafeNet AT or its affiliated companies or its or their licensors (collectively, the “Third Party Owners”), including, without limitation, the Deliverables.

4. **CONFIDENTIAL INFORMATION.** SafeNet AT and Customer acknowledge that each party may have access to certain of the other party’s confidential and proprietary information in connection with the performance of the Services (the “Information”). Each party will take all reasonable precautions necessary to safeguard the confidentiality of the other party’s Information, including those taken by such party to protect its own confidential information of a similar nature. Each party will use the other party’s Information solely to fulfill the purposes of this Agreement. Neither party will have any confidentiality obligation with respect to any portion of the other party’s Information that (i) it independently develops without reference to the Information, (ii) it lawfully obtains from a third party under no obligation of confidentiality or (iii) becomes available to the public other than as a result of its act or omission.

5. **ASSIGNED PERSONNEL.** Neither SafeNet AT nor its employees, agents, contractors, consultants, or representatives are or shall be deemed employees of Customer. SafeNet AT reserves the right to determine, replace or assign any of its employees, agents, contractors, consultants or representatives designated to perform the Services. During the term of this Agreement and for twelve (12) months afterward, Customer will not, except by general advertisement or with written consent,

solicit for employment or employ SafeNet AT's employees associated with this Agreement.

6. LIMITED WARRANTY. SafeNet AT warrants to Customer that the Services to be provided under this Agreement will be performed by qualified personnel, subject to such supervision and reasonable instructions as may be provided or imposed by Customer, and will be of a quality reasonably expected of such qualified personnel. SafeNet AT's sole liability and Customer's sole remedy under this limited warranty shall be to re-perform or correct any non-conforming Services to the extent due to errors on the part of SafeNet AT, provided Customer notifies SafeNet AT of such non-conformance within ten (10) days after the completion of such Service or any defined portion or segment thereof. SAFENET AT MAKES NO OTHER WARRANTIES, CONDITIONS OR REPRESENTATIONS, WRITTEN OR ORAL, EXPRESS OR IMPLIED, IN FACT OR IN LAW, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES, CONDITIONS OR REPRESENTATIONS OF DESIGN, SATISFACTORY QUALITY, FITNESS FOR ANY SPECIFIC OR GENERAL PURPOSE, TITLE OR NON-INFRINGEMENT, ALL OF WHICH ARE, TO THE EXTENT PERMISSIBLE BY LAW, HEREBY EXPRESSLY EXCLUDED AND DISCLAIMED.

7. LIMITATION OF LIABILITY. NEITHER SAFENET AT NOR ANY EMPLOYEE, AGENT OFFICER, DIRECTOR, CONTRACTOR, CONSULTANT OR REPRESENTATIVE SHALL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL LOSSES OR OTHER DAMAGES, WHETHER OR NOT THE POSSIBILITY OF SUCH LOSSES OR DAMAGES HAS BEEN DISCLOSED IN ADVANCE OR COULD HAVE BEEN REASONABLY FORESEEN BY SAFENET AT. SAFENET AT'S LIABILITY, IF ANY, FOR ANY CLAIM OR LOSS ARISING OUT OF, OR CONNECTED WITH, THE SERVICES, INCLUDING BREACH OF CONTRACT, WARRANTY, OR NEGLIGENCE, MAY NOT BE BROUGHT MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION ARISES, SHALL BE LIMITED SOLELY TO CUSTOMER, AND SHALL NOT EXCEED THE AMOUNTS PAID TO SAFENET AT BY CUSTOMER FOR SUCH SERVICES.

8. ESTIMATES. Except as otherwise specified in this Agreement or a particular Statement of Work, any estimates given by SafeNet AT including time of completion and costs are given in good faith, but are not to be construed as a guaranty or warranty by SafeNet AT, and no such estimate shall be deemed to change this Agreement into a fixed price contract. If a fixed price has

been specified and agreed upon, SafeNet AT requires a minimum two (2) weeks lead time to commence the Services. If Customer requires the Services to be scheduled with less than two (2) weeks notice, Customer shall pay SafeNet AT actual expenses resulting from higher travel fees should they occur. If Customer reschedules the onsite engagement dates after SafeNet AT has booked travel, Customer shall pay SafeNet AT for any cancellation or change fees.

9. GENERAL. The first page of this agreement and the Terms constitute the entire agreement (the "Agreement") between SafeNet AT and Customer and supersede all other agreements, proposals, purchase orders, or representations, whether written or oral, relating to the subject matter. The terms and conditions of any purchase order or other instrument issued by Customer that are in addition to or inconsistent with this Agreement are null and void and are not binding on SafeNet AT. Any alterations, modifications or waivers must be in writing and signed by both parties. The waiver of any right in one instance shall not affect any rights or remedies in another instance. The laws of the State of Maryland shall govern this Agreement, and any disputes regarding the Services shall be subject to the exclusive jurisdiction of courts sitting in the State of Maryland. In the event Customer fails to pay any fee or cost to SafeNet AT when due (time being of the essence with respect to such payments), SafeNet AT shall be entitled to its costs of collection, including reasonable attorneys' fees. Any suit or arbitration action filed in an attempt to avoid payment of fees shall be deemed an action to collect fees for purposes of this Section.