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Software Version: 10.11
Document Release Date: November 2015
Software Release Date: November 2015

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(2) **No Modification of Software or Disclosure of Analysis.** Customer shall not (a) modify, translate, reverse engineer, reverse compile or otherwise reduce the Software to human readable form, or (b) disclose to any third party of the results of any benchmarking or competitive analysis of the Software that Customer may perform, without RSA's prior written consent.

(3) **Sublicensing and Private Labeling.** Unless otherwise indicated in this Agreement, Customer shall cause Licensed Products resold by Distributors to bear Customer's trademarks and service marks, and Customer shall not cause or permit Distributors or any other third party to privately label, add to or modify the Licensed Products or any portion thereof. Customer has no right to sublicense the Software or Licensed Products except to End Users as permitted under this Agreement.

(4) **No Combination with Open Source Software.** Some third party license terms require that computer code be generally (a) disclosed in source code form to third parties, (b) licensed to third parties for the purpose of making derivative works, or (c) redistributable to third parties at no charge (collectively, **"Excluded License Terms"**). Customer shall not incorporate, modify, combine or distribute the Software with any other computer code in a manner that would subject the Software to Excluded License Terms.

(5) **Audit Rights.** RSA (including its independent auditors) shall have the right to audit Customer's usage of Software to confirm compliance with the agreed terms. Such audit is subject to reasonable advance notice by RSA and shall not unreasonably interfere with Customer's business activities. Customer will provide RSA with the support required to perform such audit and will, without prejudice to other rights of RSA, address any non-compliant situations identified by the audit by forthwith procuring additional licenses.

3. OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS.

A. Ownership of Software. RSA or its licensors or suppliers are the exclusive owners of all Software and Documentation (including revisions, modifications and enhancements thereto) and any other specifications, documentation, ideas, know-how, techniques, processes, inventions or other intellectual property that RSA or its licensors or suppliers may develop, conceive or deliver under this Agreement, including all patents, copyrights and other intellectual property rights thereto.

B. Ownership of Trademarks. By this Agreement, Customer acquires no rights of any kind in or to any RSA trademark, service mark, trade name, logo or product designation and shall not make any use of the same for any reason except as expressly authorized by this Agreement or otherwise authorized in writing by RSA. Customer shall cease to use in any manner such markings or any similar markings upon the expiration or termination of this Agreement.

C. Web Sites and Domain Names. Without limiting the generality of Section 3(B) above, neither party shall, without the prior written consent of the other party, (1) establish, operate, sponsor or contribute content to a web site that incorporates any of the other party's trademarks into such web site's URL address; (2) register any domain names that incorporate any of the other party's trademarks; (3) register any trademarks of the other party or any trademarks that are confusingly similar to any of the other party's trademarks; or (4) form any corporation or other entity under a name that incorporates any of the other party's corporate name or trademarks.

4. DELIVERY.

Acceptance that Software operates in substantial conformity to the Documentation occurs upon electronic availability. Notwithstanding such acceptance, Customer retains all rights and remedies set forth in Section 5 (WARRANTY AND DISCLAIMER).

5. WARRANTY AND DISCLAIMER.

A. Software Warranty. RSA warrants for a period of ninety (90) days from the date of shipment or the date of electronic availability, as applicable, that the Software will substantially conform to the applicable Documentation for such Software (the "**Warranty Period**"). RSA does not warrant, however, that the Software or any portion thereof is error-free. If Customer discovers a non-conformity in the Software during the Warranty Period, then Customer shall submit to RSA a written report describing the non-conformity in sufficient detail to permit RSA to reproduce such non-conformity. If RSA successfully reproduces the reported non-conformity and confirms that it is a non-conformity, then RSA shall use reasonable efforts, at its option, to (1) correct the non-conformity, (2) provide a work around or software patch (a "**Fix**"), or (3) replace the Software. If RSA determines that none of these alternatives is reasonably available, then, upon Customer's request, RSA shall refund any payments that Customer has made for the affected Software and accept its return. This warranty applies only to the initial delivery of the Software.

B. Limitations of Warranty. The foregoing warranty does not apply if (1) repair or replacement is required as a result of causes other than normal use, including, without limitation, repair, maintenance or modification of the Software by persons other than RSA-authorized personnel; Customer's accident, fault or negligence; operator error; Customer's failure to incorporate any Fixes that RSA makes available to Customer; use of the Software other than as set forth in the Documentation; or causes external to the Software such as, but not limited to, failure of electrical power or fire or water damage; or (2) the Software is used with software or equipment other than that for which they were designed as set forth in the Documentation.

C. WARRANTY DISCLAIMER. OTHER THAN RSA'S EXPRESS WARRANTIES SET FORTH IN THIS SECTION 5, RSA AND ITS LICENSORS AND SUPPLIERS DISCLAIM ALL EXPRESS AND IMPLIED WARRANTIES AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Customer's sole remedy for breach of such express limited warranties is a correction, Fix or refund as set forth in this Section 5.

6. ADDITIONAL OBLIGATIONS.

A. Use of RSA Seal. Customer may download the RSA Secured® Seal (the **"RSA Seal"**) at http://www.rsa.com/company/news/kit/logos/downloads/Secured_by_RSA_logo.zip. Customer shall ensure display of the RSA Seal such that End Users are exposed to the RSA Seal during normal operation of the Licensed Products as follows: In a software Licensed Product, the RSA Seal shall be featured in the startup splash screen and within any security-related dialog windows visible in the normal operation of the product (*e.g.*, password dialog window). Customer shall also include the RSA Seal within any related marketing materials, including but not limited to printed and electronic data sheets, direct mail, user documentation, product packaging and advertisements for the Licensed Product.

B. Representations Regarding Software. Customer shall not represent to Distributors or End Users any facts about the Software other than those that RSA states in its published product descriptions, advertising and promotional materials or any other non-confidential written material furnished by RSA to Customer.

C. Customer Support. Customer is solely responsible, at its sole cost and expense, for all support of the Licensed Products, if any, provided to Distributors and End Users.

D. License Agreements. Customer shall bind each Distributor and End User receiving a Licensed Product to a license agreement that contains, at a minimum, substantially all of the limitations of rights and the protections for RSA contained in Sections 2(B), 3, 7, 10 of this Agreement. Customer shall use reasonable efforts to enforce the terms of such agreements.

7. LIMITATION OF LIABILITY.

A. Limitation on Direct Damages. RSA'S TOTAL LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIM OF ANY TYPE WHATSOEVER, ARISING OUT OF SOFTWARE PROVIDED HEREUNDER, SHALL BE LIMITED TO PROVEN DIRECT DAMAGES CAUSED BY RSA'S SOLE NEGLIGENCE IN AN AMOUNT NOT TO EXCEED (i) US$1,000,000, FOR DAMAGE TO REAL OR TANGIBLE PERSONAL PROPERTY; AND (ii) THE PRICE PAID BY CUSTOMER TO RSA FOR THE SPECIFIC SERVICE (CALCULATED ON AN ANNUAL BASIS, WHEN APPLICABLE) OR SOFTWARE FROM WHICH SUCH CLAIM ARISES, FOR DAMAGE OF ANY TYPE NOT IDENTIFIED IN (i) ABOVE OR OTHERWISE EXCLUDED HEREUNDER.

B. No Indirect Damages. EXCEPT WITH RESPECT TO CLAIMS REGARDING VIOLATION OF RSA'S INTELLECTUAL PROPERTY RIGHTS, NEITHER CUSTOMER NOR RSA SHALL HAVE LIABILITY TO THE OTHER FOR ANY SPECIAL, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, OR INDIRECT DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, REVENUES, DATA AND/OR USE), EVEN IF ADVISED OF THE POSSIBILITY THEREOF.

C. Special Exclusion. IN JURISDICTIONS THAT DO NOT ALLOW LIMITATION OR EXCLUSION OF CONSEQUENTIAL OR INCIDENTAL DAMAGES, ALL OR A PORTION OF SECTION 7A AND/OR 7 B ABOVE MAY NOT APPLY. CUSTOMER ACKNOWLEDGES AND AGREES THAT NO INDEMNITY IS GIVEN WITH RESPECT TO THE SOFTWARE.

D. Limitation Period. Unless otherwise required by applicable law, the limitation period for claims for damages shall be eighteen (18) months after the cause of action accrues, unless statutory law provides for a shorter limitation period.

E. Suppliers. The foregoing limitations shall also apply in favor of RSA's suppliers.

8. INTENTIONALLY LEFT BLANK.

9. CONFIDENTIALITY. Each party shall (i) use Confidential Information of the other party only for the purposes of exercising rights or performing obligations in connection with this Agreement; and (ii) use at least reasonable care to protect from disclosure to any third parties any Confidential Information disclosed by the other party for a period commencing upon the date of disclosure until three (3) years thereafter. Notwithstanding the foregoing, either party may disclose Confidential Information (a) to an Affiliate for the purpose of fulfilling its obligations or exercising its rights hereunder as long as such Affiliate complies with the foregoing; and (b) if required by law provided the receiving party has given the disclosing party prompt notice.

10. GOVERNMENT REGULATIONS AND EXPORT CONTROL. Software and the technology included therein provided under this Agreement are subject to governmental restrictions on (i) exports from the U.S.; (ii) exports from other countries in which such Software and technology included therein may be produced or located; (iii) disclosures of technology to foreign persons; (iv) exports from abroad of derivative products thereof; and (v) the importation and/or use of such Software and technology included therein outside of the United States or other countries (collectively, "**Export Laws**"). Customer shall comply with all Export Laws and RSA export policies to the extent such policies are made available to Customer by RSA. Diversion contrary to U.S. law or other Export Laws is expressly prohibited.

11. TERMINATION. Either Customer or RSA may terminate this Agreement upon written notice due to the other party's material breach of the terms governing use of the Software; provided that such breach is not cured within thirty (30) days after the provision of written notice to the breaching party specifying the nature of such breach. Upon termination of this Agreement, Customer shall cease all use and return or certify destruction of the applicable Software (including copies) to RSA. Any provision that by its nature or context is intended to survive any termination or expiration, including but not limited to provisions relating to payment of outstanding fees, confidentiality and liability, shall so survive.

12. MISCELLANEOUS.

A. References. RSA may identify Customer for reference purposes and use Customer's logo in its marketing material unless and until Customer expressly objects in writing.

B. Notices and Language. Any notices permitted or required under this Agreement shall be in writing, and shall be deemed given when delivered (i) in person, (ii) by overnight courier, upon written confirmation of receipt, (iii) by certified or registered mail, with proof of delivery, (iv) by facsimile transmission with confirmation of receipt, or (v) by email, with confirmation of receipt (except for routine business communications issued by RSA, which shall not require confirmation from Customer). Notices shall be sent to the address, facsimile number or email address set forth below, or at such other address, facsimile number or email address as provided to the other party in writing. Notices shall be sent to: RSA Security LLC, 174 Middlesex Turnpike, Bedford, MA 01730. Fax for legal notices: 781-515-5450. The parties agree that this Agreement has been written in the English language, that the English language version shall govern and that all notices shall be in the English language.

C. Entire Agreement. This Agreement (i) is the complete statement of the agreement of the parties with regard to the subject matter hereof; and (ii) may be modified only by a writing signed by both parties. All terms of any purchase order or similar document provided by Customer, including but not limited to any pre-printed terms thereon and any terms that are inconsistent or conflict with this Agreement, shall be null and void and of no legal force or effect.

D. Force Majeure. Except for the payment of fees, if any, due RSA from Customer, neither party shall be liable under this Agreement because of a failure or delay in performing its obligations hereunder on account of any force majeure event, such as strikes, riots, insurrection, terrorism, fires, natural disasters, acts of God, war, governmental action, or any other cause which is beyond the reasonable control of such party.

E. Assignment. Customer shall not assign this Agreement or any right or delegate any performance without RSA's prior written consent, which consent shall not be unreasonably withheld. Customer shall promptly notify RSA, and RSA may terminate this Agreement on thirty days' notice, if Customer merges with or is acquired by a third party or otherwise undergoes a change of control.

F. Governing Law. This Agreement is governed by: (i) the laws of the Commonwealth of Massachusetts when RSA means RSA Security LLC; (ii) the laws of the applicable country in which the applicable RSA subsidiary is registered to do business when RSA means the local EMC subsidiary, and (iii) the laws of Ireland when RSA means EISI. In each case, the applicability of laws shall exclude any conflict of law rules. The U.N. Convention on Contracts for the International Sale of Goods shall not apply. In the event of a dispute concerning this Agreement, Customer consents to the sole and exclusive personal jurisdiction of the courts of competency in the location where RSA is domiciled.

G. Waiver. No waiver shall be deemed a waiver of any prior or subsequent default hereunder. If any part of this Agreement is held unenforceable, the validity of the remaining provisions shall not be affected.

H. Partial Invalidity. If any part of this Agreement, a purchase order or an RSA quote is held unenforceable, the validity of the remaining provisions shall not be affected.

I. Select or Brokerage Products. Periodically, RSA may offer to supply or license certain products that are made by a third party manufacturer/supplier and not RSA. Some of such products are specifically identified as **"EMC Select Products for RSA"**. Other such third party manufacturer/supplier products may be provided by RSA on a case-by-case basis in response to a Customer request **("Brokerage Products")**, and will be identified on the Quote using "Brokerage" or a similar descriptor. Notwithstanding any other provisions herein, EMC Select Products for RSA and Brokerage Products are subject to the standard license, warranty, indemnity and support terms of the third party manufacturer/supplier (or an applicable agreement between Customer and such manufacturer/supplier), to which Customer shall adhere. Even if support fees are invoiced through RSA, EMC Select Products for RSA and Brokerage

Products are not supported by RSA and Customer must contact such third party directly for support services. Any warranty or indemnity claims against RSA in relation to EMC Select Products for RSA or Brokerage Products are expressly excluded. In no event shall RSA be liable to Customer for any damages that in any way arise out of or relate to any EMC Select Products for RSA ort Brokerage Products. EMC Select Products for RSA and Brokerage Products are provided by RSA "AS IS."

13. COUNTRY SPECIFIC TERMS.

A. United Kingdom. The terms in this subsection A apply only when RSA means the EMC sales subsidiary located in the United Kingdom (currently EMC Computer Systems (UK) Limited):

1. Section 5B (Limitations of Warranty). The entire section is deleted and replaced with:

D. Warranty Exclusions. Except as expressly stated in the applicable warranty set forth in this Agreement, RSA (including its suppliers) provides Software "AS IS" and makes no other express or implied warranties, written or oral, and ALL OTHER WARRANTIES AND CONDITIONS (SAVE FOR THE WARRANTIES AND CONDITIONS IMPLIED BY SECTION 12 OF THE SALE OF GOODS ACT 1979) ARE SPECIFICALLY EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND ANY WARRANTY ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING OR PERFORMANCE, OR USAGE OF TRADE.

2. Section 7 (LIMITATION OF LIABILITY). This Section is deleted in its entirety and replaced with:

7. LIMITATION OF LIABILITY AND PRESERVATION OF DATA.

A. The entire aggregate liability of RSA (including its suppliers) under or in connection with the supply of the Software, whether in tort (including negligence), for breach of contract, misrepresentation or otherwise, is limited in respect of each event or a series of events: (i) to the amounts actually paid by Customer for the Software which give rise to such liability during the twelve (12) month period immediately preceding the date of the cause of action giving rise to such claim; or (ii) Great British Pounds Sterling one million (£1,000,000), whichever is the greater amount. In no event shall RSA (including its suppliers) or Customer be liable to the other or any other person or entity for loss of profits, loss of revenue, loss of use or any indirect, special, incidental, consequential or exemplary damages arising out of or in connection with this Agreement, the license of the Software, and the use, performance, receipt or disposition of such Software, even if such party has been advised of the possibility of such damages or losses. Nothing in this Agreement shall operate to exclude or restrict RSA's liability for: (a) death or personal injury resulting from negligence; (b) breach of obligations arising from section 12 of the Sale of Goods Act 1979; or (c) fraud.

B. CUSTOMER OBLIGATIONS IN RESPECT OF PRESERVATION OF DATA. During the Term of the Agreement, the Customer shall:

1) from a point in time prior to the point of failure, (i) make full and/or incremental backups of data which allow recovery in an application consistent form, and (ii) store such back-ups at an off-site location sufficiently distant to avoid being impacted by the event(s) (e.g. including but not limited to flood, fire, power loss, denial of access or air crash) and affect the availability of data at the impacted site;

2) have adequate processes and procedures in place to restore data back to a point in time and prior to point of failure, and in the event of real or perceived data loss, provide the skills/backup and outage windows to restore the data in question;

3) use anti-virus software, regularly install updates across all data which is accessible across the network, and protect all storage arrays against power surges and unplanned power outages with Uninterruptible Power Supplies; and

4) ensure that all operating system, firmware, system utility (e.g. but not limited to, volume management, cluster management and backup) and patch levels are kept to RSA recommended versions and that any proposed changes thereto shall be communicated to RSA in a timely fashion.

3. Section 12 (MISCELLANEOUS). Add the following as new subsection J:

J. Each of the parties acknowledges and agrees that in entering into this Agreement, it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to this Agreement or not) other than as expressly set out in this Agreement as a warranty. The only remedy available to Customer for a breach of the warranties shall be for breach of contract under the terms of this Agreement. Nothing in Section 7 shall however operate to limit or exclude any liability for fraud. No term of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person that is not a party to this Agreement. If any part of this Agreement is held unenforceable, the validity of the remaining provisions shall not be affected.

B. Ireland. The terms in this subsection B apply only when RSA means the EMC sales subsidiary located in Ireland (currently EMC Information Systems International:

1. Section 5B (Limitations of Warranty). The entire section is deleted and replaced with:

D. Warranty Exclusions. Except as expressly stated in the applicable warranty set forth in this Agreement and the applicable exhibits, RSA (including its suppliers) and makes no warranties, and ALL WARRANTIES, TERMS AND CONDITIONS, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED BY LAW, CUSTOMER OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES, TERMS AND CONDITIONS, OF FITNESS FOR PURPOSE, DESCRIPTION, AND QUALITY ARE HEREBY EXCLUDED TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.

2. Section 7 (LIMITATION OF LIABILITY). This section is deleted in its entirety and replaced with the following:

7. LIMITATION OF LIABILITY.

A. RSA does not exclude or limit its liability to the Customer for death or personal injury, or, breach of obligations implied by Section 12 of the Sale of Goods Act, 1893, as amended by the Sale of Goods and Supply of Services Act, 1980, or, due to the fraud or fraudulent misrepresentation of RSA, its employees or agents.

B. Subject always to subsection 7.A, the liability of RSA (including its suppliers) to the Customer under or in connection with an order, whether arising from negligent error or omission, breach of contract, or otherwise ("Defaults") shall be: (i) the aggregate liability of RSA for all Defaults resulting in direct loss of or damage to the tangible property of the Customer shall be limited to damages which shall not exceed the greater of two hundred per cent (200%) of the applicable price paid and/or payable for the Software, or one million euros (€1,000,000); or (ii) the aggregate liability of RSA for all Defaults, other than those governed by subsection 7.B shall be limited to damages which shall not exceed the greater of one hundred and fifty per cent (150%) of the applicable price paid and/or payable or five hundred thousand euro (€500,000).

C. In no event shall RSA (including its suppliers) be liable to Customer for (i) loss of profits, loss of business, loss of revenue, loss of use, wasted management time, cost of substitute services or facilities, loss of goodwill or anticipated savings, loss of or loss of use of any software or data; and/or (ii) indirect, consequential or special loss or damage; and/or (iii) damages, costs and/or expenses due to third party claims; and/or (iv) loss or damage due to the Customer's failure to comply with obligations under this Agreement, failure to do back-ups of data or any other matter under the control of the Customer. For the purposes of this Section 7, the term "loss" shall include a partial loss, as well as a complete or total loss.

D. The parties expressly agree that should any limitation or provision contained in this Section 7 be held to be invalid under any applicable statute or rule of law, it shall to that extent be deemed omitted, but if any party thereby becomes liable for loss or damage which would otherwise have been excluded such liability shall be subject to the other limitations and provisions set out in this Section 7.

E. The parties expressly agree that any order for specific performance made in connection with this Agreement in respect of RSA shall be subject to the financial limitations set out in sub-section 7.B.

F. CUSTOMER OBLIGATIONS IN RESPECT OF PRESERVATION OF DATA. During the Term of the Agreement the Customer shall:

1) from a point in time prior to the point of failure, (i) make full and/or incremental backups of data which allow recovery in an application consistent form, and (ii) store such back-ups at an off-site location sufficiently distant to avoid being impacted by the event(s) (e.g. including but not limited to flood, fire, power loss, denial of access or air crash) and affect the availability of data at the impacted site;

2) have adequate processes and procedures in place to restore data back to a point in time and prior to point of failure, and in the event of real or perceived data loss, provide the skills/backup and outage windows to restore the data in question;

3) use anti-virus software and regularly install updates across all data which is accessible across the network; and

4) ensure that all operating system, firmware, system utility (e.g. but not limited to, volume management, cluster management and backup) and patch levels are kept to RSA recommended versions and that any proposed changes thereto shall be communicated to RSA in a timely fashion.

3. Section 7.D (Limitation Period). This Section is deleted in its entirety and replaced with the following as a totally separate section:

(D)WAIVER OF RIGHT TO BRING ACTIONS: The Customer waives the right to bring any claim arising out of or in connection with this Agreement more than twenty-four (24) months after the date of the cause of action giving rise to such claim**.**

C. European Union. The terms in this subsection C apply only when RSA means an EMC sales subsidiary located in the European Union:

1. Section 2.A (License for Software). The following is added at the end of this section:

Customer shall not, and Customer shall not permit any third party to, modify, enhance, supplement, create derivative works from, reverse assemble, reverse engineer, reverse compile or otherwise reduce to human readable form the Software without RSA's prior written consent, except to the extent that local, mandatory law grants Customer the right to decompile such Software in order to obtain information necessary to render such interoperable with other software. In such event, Customer shall first inform RSA of its intention and request RSA to provide Customer with the necessary information. RSA may impose reasonable conditions on the provision of the requested information, including the payment of a reasonable fee.

D. Australia. The terms in this subsection D apply only when RSA means the RSA sales subsidiary located in Australia (currently **EMC Global Holdings Company (Australian Branch)** ABN 86 669 010 6895:

1. Section 7 (LIMITATION OF LIABILITY). This section is deleted in its entirety and replaced with the following:

6. LIMITATION OF LIABILITY.

A. Limitation on Direct Damages. RSA'S AND ITS SUPPLIERS' TOTAL LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIM OF ANY TYPE WHATSOEVER, ARISING OUT OF SOFTWARE OR SERVICE PROVIDED HEREUNDER, SHALL BE LIMITED TO PROVEN DIRECT DAMAGES CAUSED BY RSA'S SOLE NEGLIGENCE IN AN AMOUNT NOT TO EXCEED (i) AUD$2,000,000, FOR DAMAGE TO REAL OR TANGIBLE

PERSONAL PROPERTY; AND (ii) THE PRICE PAID BY CUSTOMER TO RSA FOR THE SPECIFIC SERVICE (CALCULATED ON AN ANNUAL BASIS, WHEN APPLICABLE) SOFTWARE FROM WHICH SUCH CLAIM ARISES, FOR DAMAGE OF ANY TYPE NOT IDENTIFIED IN (i) ABOVE OR OTHERWISE EXCLUDED HEREUNDER.

B. No Indirect Damages. EXCEPT WITH RESPECT TO CLAIMS REGARDING VIOLATION OF RSA'S INTELLECTUAL PROPERTY RIGHTS, NEITHER CUSTOMER NOR RSA (INCLUDING RSA'S SUPPLIERS) SHALL (a) HAVE LIABILITY TO THE OTHER FOR ANY SPECIAL, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, OR INDIRECT DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, REVENUES, DATA AND/OR USE), EVEN IF ADVISED OF THE POSSIBILITY THEREOF; AND (b) BRING ANY CLAIM BASED ON SOFTWARE OR SERVICE PROVIDED HEREUNDER MORE THAN EIGHTEEN (18) MONTHS AFTER THE CAUSE OF ACTION ACCRUES.

C. Trade Practices Legislation: RSA's liability under any statutory right or any condition or warranty, including any implied by any State Fair Trading Act or the Trade Practices Act, 1974 (Cth) is, to the maximum extent permitted by law, excluded. To the extent that such liability cannot be excluded, RSA's liability is limited at the option of RSA to any one or more of the following: (i) the replacement thereof or the supply of its equivalent; (ii) the repair thereof; (iii) the payment of the cost of replacement thereof or of acquiring its equivalent; or (iv) the payment of the cost of having such repaired.

F. New Zealand - The terms in this subsection E apply only when RSA means the RSA sales subsidiary located in New Zealand (currently EMC CORPORATION (NEW ZEALAND BRANCH) AKOS. 1188883):

1. Section 7 (LIMITATION OF LIABILITY). This section is deleted in its entirety and replaced with the following:

6. LIMITATION OF LIABILITY.

A. Limitation on Direct Damages. RSA'S AND ITS SUPPLIERS' TOTAL LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIM OF ANY TYPE WHATSOEVER, ARISING OUT SOFTWARE OR SERVICE PROVIDED HEREUNDER, SHALL BE LIMITED TO PROVEN DIRECT DAMAGES CAUSED BY RSA'S SOLE NEGLIGENCE IN AN AMOUNT NOT TO EXCEED (i) NZ$2,000,000, FOR DAMAGE TO REAL OR TANGIBLE PERSONAL PROPERTY; AND (ii) THE PRICE PAID BY CUSTOMER TO RSA FOR THE SPECIFIC SERVICE (CALCULATED ON AN ANNUAL BASIS, WHEN APPLICABLE) SOFTWARE FROM WHICH SUCH CLAIM ARISES, FOR DAMAGE OF ANY TYPE NOT IDENTIFIED IN (i) ABOVE OR OTHERWISE EXCLUDED HEREUNDER.

B. No Indirect Damages. EXCEPT WITH RESPECT TO CLAIMS REGARDING VIOLATION OF RSA'S INTELLECTUAL PROPERTY RIGHTS, NEITHER CUSTOMER NOR RSA (INCLUDING RSA'S SUPPLIERS) SHALL (a) HAVE LIABILITY TO THE OTHER FOR ANY SPECIAL, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, OR INDIRECT DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, REVENUES, DATA AND/OR USE), EVEN IF ADVISED OF THE POSSIBILITY THEREOF; AND (b) BRING ANY CLAIM BASED ON SOFTWARE OR SERVICE PROVIDED HEREUNDER MORE THAN EIGHTEEN (18) MONTHS AFTER THE CAUSE OF ACTION ACCRUES.

C. Fair Trading Legislation. RSA's liability under any statutory right or any condition or warranty, including any implied by the Fair Trading Act 1986 or Consumer Guarantees Act 1993 ("**FTA**") or any similar law is, to the maximum extent permitted by law, excluded. To the extent that such liability cannot be excluded, RSA's liability is limited at the option of RSA to any one or more of the following: (i) the replacement thereof or the supply of its equivalent; (ii) the repair thereof; (iii) the payment of the cost of replacement thereof or of acquiring its equivalent; or (iv) the payment of the cost of having such repaired.

14. CUSTOMER OBLIGATIONS

A. Customer may not engage any third parties to conduct security audits of RSA Software without the prior written consent of RSA.

B. Customer agrees to comply with the RSA Security Vulnerability Reporting Policy, currently located at http://www.emc.com/contact-us/contact/product-security-response-center.htm.

C. If Customer has purchased maintenance services, Customer understands that such maintenance services are subject to the Maintenance Agreement for RSA Software, currently located at http://rsa.com/node.aspx?id=1067, which Customer agrees to accept.

Tanuki Software, Ltd.
Development Software License Agreement
Version 1.1

License Agreement Number: TSILA-_____

Pursuant to this DEVELOPMENT SOFTWARE LICENSE AGREEMENT (the
"Agreement") dated this th day of _____, 20__ (the "Effective
Date"), _____ ("Licensee") and Tanuki Software, Ltd.
("TSI") agree to the following terms and conditions:

Section 1 - Grant of License

Effective upon the payment of the license fees presented in Exhibit 1,
TSI grants to Licensee a non-exclusive, non-transferable,
non-sublicensable right and license to use, reproduce, display, sell,
lease, distribute and transfer copies, directly or indirectly, of the
Software Program and documentation, in executable code form only, as
parts of Licensee Products, for the purposes of marketing such
Products to Licensee customers and for internal development of
Products, during the period Licensee's subscription of the TSIMS (as
defined in Section 5) effectively continues. Licensee may continue to
market and distribute Products containing the Software Program so long
as such Products have been completely developed by the end of the
period Licensee's subscription of the TSIMS is active; provided
however that under no circumstances may Licensee develop or continue
to develop any new Product using or containing the Software Program
after Licensee discontinues subscription of TSIMS. Licensee may not,
under any circumstances, distribute or resell the Software Program as
a stand-alone product, nor use the Software Program to create any
product to directly compete with the Software Program.

Section 2 - Definitions

2.1. "Community Edition" shall mean versions of the Software Program
distributed in source form under the Tanuki Software, Ltd. Community
Software License Agreement ("CSLA"), and all new releases, corrections,
enhancements and updates to the Software Program, which TSI makes
generally available under the CSLA.

2.2. "Documentation" shall mean the contents of the website
describing the functionality and use of the Software Program, located
at http://wrapper.tanukisoftware.org

2.3. "Product" shall mean the computer programs, that are provided by
Licensee to Licensee customers or potential customers, and that
contain both the Software Program as a component of the Product, and a
component or components (other than the Software Program) that provide
the material functionality of the Product. If the Product is released
in source form, the Software Program or any of its components may only

be included in executable form.

2.4. "Software Program" shall mean the computer software and license file provided by TSI under this Agreement, including all new releases, corrections, enhancements and updates to such computer software, which TSI makes generally available and which Licensee receive pursuant to Licensee subscription to TSIMS. Some specific features or platforms may not be enabled if they do not fall under the feature set(s) covered by the specific license fees paid.

Section 3 - Licensee Obligations

Licensee shall be solely responsible for all marketing, manufacturing, packaging, documentation production, distribution and customer pricing of the Products, and ensure that the Products and Licensee's such activities shall be in compliance with the applicable laws and regulations. Except as otherwise provided in this Agreement, Licensee shall also assume all responsibility and liability to customers for related support and assistance. Under no circumstances may Licensee modify, decompile, reverse engineer or disassemble any executable code contained within the Software Program nor create or prepare derivative works of, or attempt to discover or modify in any way the underlying source code of the Software Program or any part thereof. Licensee agrees that Licensee will not, nor will Licensee authorize or license another to, sell, market or license the Software Program, or any portion thereof, as a standalone computer software program, component or software development tool, or as a component or components of a computer software program, the chief marketability and functionality of which is the Software Program. Licensee further agrees that Licensee will not publish, present or document the application programming interface (API) of the Software Program except as required for specific use within the Product.

Licensee shall ensure that each end user receiving a copy of any Product shall receive a license agreement containing terms no less protective of the Software Program than those contained in Exhibit 2, which shall include the Copyright Notices described therein in a location that is obvious to Licensee's customers.

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LICENSEE TSI

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Department name Title: _____

_____ Date: _____

Licensee's Authorized Signature

_____

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