



2008



**SAFENET, INC.**  
**RESELLER AGREEMENT**

This RESELLER AGREEMENT is dated as of November 7, 2008 (the "*Effective Date*") by and between SafeNet, Inc., a Delaware corporation, having a principal place of business at 4690 Millennium Drive, Belcamp, Maryland 21017 and/or one or more of its subsidiaries (collectively, "*SafeNet*"), and Computer Consultants International, Inc. ("*Reseller*" or "*CCI*"), a Montanan corporation, having a principal place of business at 9543 University Ave, Suite 3, Des Moines, IA 50325.

**RECITALS**

The following provisions form the basis for, and are hereby made a part of this Agreement:

**WHEREAS**, SafeNet is engaged in the design, development, manufacture and sale of information security products for public and private networks; and

**WHEREAS**, Reseller is a reseller of information security products and has the resources and expertise to market and sell SafeNet's products; and

**WHEREAS**, SafeNet is willing to appoint Reseller as a reseller of SafeNet products to the State of Washington and Reseller is willing to accept such appointment, according to the terms and conditions of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby covenant and agree as follows:

**AGREEMENT**

**1. DEFINITIONS.** The following terms shall have the meanings provided below:

1.1. "**Agreement**" means this document and the exhibits, schedules and appendices attached hereto, all of which are incorporated herein together with any future written and executed amendments.

1.2. "**Confidential Information**" shall mean any data or information, disclosed by one party to the other party either prior to the Effective Date or during the term of this Agreement, that is not generally known to the public and is identified as confidential or, by its nature, or under the circumstances surrounding its disclosure, should be reasonably considered confidential. Confidential Information also includes: (i) any software, as either source code or object code, the technology embedded in any Product (as herein defined), delivered in any other form, including micro-processing chips, board assemblies and hardware and the technology, ideas, know how, documentation, processes, algorithms and trade secrets embodied therein; (ii) information about product plans, marketing strategies, finance, operations, customer relationships, customer profiles, sales estimates or the financial performance of either party; or (iii) the terms and conditions of this Agreement. Confidential Information shall not include information which is: (a) published or otherwise available to the public other than by breach of this Agreement; (b) rightfully received by a Party from a third party without confidential limitations; (c) independently developed by a Party as evidenced by written records; (d) known to a Party prior to its first receipt from the disclosing Party, as evidenced by written records; (e) hereinafter disclosed by a Party to a third party without restriction on disclosure; or (f) approved for public release by written authorization of the disclosing Party. With regard only to the records in section 4.4 "Confidential Information" shall mean information that may be exempt from disclosure to the public or other unauthorized persons under either chapter 42.56 RCW or other Washington State or federal statutes. Such Confidential Information includes but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver's license

numbers, medical data, law enforcement records, agency source sourced or object code, and agency security data, except where already made available to the public through other sources.

1.3. **“Documentation”** means any materials provided to Reseller (and thereafter to End Users) describing the use and/or functionality of the Product. Documentation may be provided, in any form, such as electronic, print or magnetic media, and includes product user manuals, reference manuals and installation guides or on-line help.

1.4. **“End User”** means a customer of Reseller that acquires a Product for its internal use pursuant to the terms and conditions of an End User License Agreement. An End User shall have no right to sublicense the Products.

1.5. **“EULA”** means the written end user license agreement provided by SafeNet to Reseller governing the use of the Product by the End User.

1.6. **“Improvements”** means modifications, enhancements, translations, derivative works, updates, upgrades, new versions or new releases, or other improvements to the Product.

1.7. **“Major Release”** means an improvement made by SafeNet to a Product which significantly changes the function of the product. A Major Release is indicated by a new version number, appearing to the left of a decimal point (i.e. 2.0)

1.8. **“Marks”** means all trademarks, trade names, logos and symbols owned, controlled or adopted by SafeNet.

1.9. **“Products”** means SafeNet’s proprietary technology identified on Exhibit A hereof, in a commercially available form, and any and all intellectual property rights embodied therein, and any Improvements thereto and includes its related Documentation.

1.10. **“Support”** means the personnel and resources necessary for providing End Users with reasonable training, instruction, assistance with the installation and operation of the Product.

1.11. **“Term”** is defined in Section 10.1 of this Agreement.

1.12. **“Territory”** means geographic area stated in Exhibit A hereto.

## **2. APPOINTMENT**

2.1. SafeNet hereby appoints Reseller as an authorized and non-exclusive reseller of Products within the Territory and Reseller hereby accepts such appointment.

2.2. Reseller acknowledges and agrees that SafeNet has the right to appoint additional resellers in the Territory or to otherwise sell Products either directly or indirectly to any customer in the Territory, through other distributors or its own sales force.

## **3. RESELLER’S RESPONSIBILITIES**

3.1. Reseller shall use its best efforts to market, promote and solicit sales of Products in the Territory. Reseller shall also provide related Documentation, and may, at Reseller’s option and upon execution of a Reseller Support Services Agreement, provide installation and technical support of the Products.

3.2. Reseller may request from SafeNet specific Products to use for demonstration purposes only. The terms and conditions set forth in Exhibit C to this Agreement shall govern such demonstrations. Reseller shall accompany each request for demonstration equipment with a completed copy of Schedule A of Exhibit C hereto.

3.3. Reseller shall inform the public, in its sales, advertising and promotion of Products that SafeNet is the manufacturer of Products. Reseller shall use SafeNet trademarks and trade names associated with the Products only in a manner approved, in writing, by SafeNet. Reseller shall submit samples of these marketing materials to SafeNet and SafeNet shall have the right to approve, in advance, all written references to SafeNet. Reseller shall not otherwise use the SafeNet name, or any other trade name or trademark owned or used by SafeNet, either directly or indirectly, in whole or in part, as part of Reseller's corporate or business name or in connection with Reseller's products. Reseller may, however, refer to itself as an authorized SafeNet Reseller.

3.4. Reseller agrees not to, directly or indirectly, infringe or contest the validity of SafeNet's title to any patent, trademark, trade name, packaging design or copyright (or under which SafeNet may be licensed).

3.5. Reseller shall conduct all business in its own name and as an independent contractor and independent reseller. No employment, agency or similar arrangement is in fact created or is intended to be created between SafeNet and Reseller. Reseller has no right or power to act for or on behalf of SafeNet, nor to bind SafeNet in any respect, to pledge its credit, to accept any service of process upon it, nor to receive any notices of any nature, on behalf of SafeNet.

#### **4. SAFENET OBLIGATIONS**

4.1. SafeNet will advise Reseller of the release dates of any Major Release or new Products.

4.2. SafeNet will offer sales and technical support training and assistance (Reseller will be responsible for any expense relating to its employees attendance at a SafeNet training session) at SafeNet's then current rates for such services.

4.3. SafeNet shall provide a replacement copy or correction service at no additional cost to End User for any error, malfunction, or defect in Products that, when used as delivered fails to perform in accordance with the Documentation and that End User shall bring to Reseller or SafeNet's attention. SafeNet shall undertake such correction service in accordance with the level of maintenance and support purchased by End User (such as the Plus Support Plan or the Extended Support Plan), and relevant subsections below, and shall use its best efforts to make corrections in a manner that is mutually beneficial. SafeNet shall disclose all known defects and their detours or workarounds to Reseller. In addition, SafeNet shall provide the following Services in accordance with the level of maintenance and support purchased by End User (such as the Plus Support Plan or the Extended Support Plan):

4.3.1. Help Desk Services: SafeNet will provide Help Desk Services for reporting errors and malfunctions and trouble shooting problems. SafeNet's Help Desk Services shall be by toll-free telephone lines (800) 545-6608, or online at <http://c3.safenet-inc.com/secure.asp>, or via email at [support@safenet-inc.com](mailto:support@safenet-inc.com). SafeNet's Help Desk Services shall include but are not limited to:

4.3.1.1. Assistance related to questions on the use of the subject Products;

4.3.1.2. Assistance in identifying and determining the causes of suspected errors or malfunctions in the Products;

4.3.1.3. Advice on detours or workarounds for identified errors or malfunctions, where reasonably available;

4.3.1.4. Information on errors previously identified by End User and reported to Reseller or SafeNet and detours to these where available; and

4.3.1.5. Advice on the completion and authorization for submission of the required form(s) reporting identified problems in the Products to SafeNet.

4.3.2. On-Line Support. SafeNet may execute on-line diagnostics from a remote location solely to assist in the identification and isolation of suspected Products errors or malfunctions.

4.3.3. Error and Malfunction Service. Within a commercially reasonable time of receiving oral or written notification by End User or Reseller of identified errors or malfunctions in the Products, SafeNet will use best efforts to provide timely and appropriate corrective action by delivery of a service pack or other comparable method that corrects Error or Malfunction.

4.3.4. Maintenance Release Services. SafeNet will provide error corrections and maintenance releases to the Products at no additional cost to End User. Such releases shall be licensed to End User pursuant to the terms and conditions of the level of maintenance and support purchased by End User (such as the Plus Support Plan or the Extended Support Plan). Each maintenance release will consist

of a set of programs and files made available in the form of machine-readable media and will be accompanied by a level of documentation adequate to inform End User of the problems resolved including any significant differences resulting from the release that are known by SafeNet. SafeNet agrees that each maintenance release of Products will be compatible with the then-current unaltered release of Products applicable to the computer system.

4.4. SafeNet will provide marketing and technical information relating to the Products including brochures, data sheets and white papers.

4.5. SafeNet shall during the term of this Reseller Agreement, maintain in full force and effect the insurance described in this section. SafeNet shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in the state of Washington having a rating of A-, Class VII or better, in the most recently published edition of Best's Reports. In the event of cancellation, non-renewal, revocation, or other termination of any insurance coverage required by this Reseller Agreement, SafeNet shall provide written notice of such to Reseller within one (1) Business Day of Vendor's receipt of such notice.

4.5.1. The minimum acceptable limits shall be as indicated below, with no deductible for each of the following categories:

- 4.5.1.1. Commercial General Liability covering the risks of bodily injury (including death), property damage and personal injury, including coverage for contractual liability, with a limit of not less than \$1 million per occurrence/\$2 million general aggregate;
- 4.5.1.2. Business Automobile Liability (owned, hired, or non-owned) covering the risks of bodily injury (including death) and property damage, including coverage for contractual liability, with a limit of not less than \$1 million per accident;
- 4.5.1.3. Employers Liability insurance covering the risks of SafeNet's employees' bodily injury by accident or disease with limits of not less than \$1 million per accident for bodily injury by accident and \$1 million per employee for bodily injury by disease;
- 4.5.1.4. Umbrella policy providing excess limits over the primary policies in an amount not less than \$3 million;
- 4.5.1.5. Professional Liability Errors and Omissions, with a deductible not to exceed \$25,000, conditioned upon subsection Section 42.3 below, and coverage of not less than \$1 million per occurrence/\$2 million general aggregate

4.5.2. SafeNet shall pay premiums on all insurance policies. Such insurance policies shall name Washington State Department of Information Services and Computer Consultants International, Inc. (CCI) as additional insured on all general liability, automobile liability, and umbrella policies. Such policies shall also reference Contract number T09-MST-155 and shall have a condition that they not be revoked by the insurer until forty-five (45) calendar days after notice of intended revocation thereof shall have been given to Reseller and Washington State Department of Information Services by the insurer.

4.5.3. All insurance provided by SafeNet shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the State of Washington and shall include a severability of interests (cross-liability) provision.

4.5.4. SafeNet shall furnish Washington State Department of Information Services and Reseller with copies of certificates of all required insurance within thirty (30) calendar days of this Reseller agreement's Effective Date and copies of renewal certificates of all required insurance within thirty (30) calendar days after the renewal date. These certificates of insurance must expressly indicate compliance with each and every insurance requirement specified in this section.

4.6. SafeNet shall maintain books, records and documents relating to this Reseller Agreement and all related sales, including but not limited to Minority and Women's Business Enterprise participation, protection and use of End User's Confidential Information, and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature invoiced in the performance of this Reseller Agreement. SafeNet shall retain all such records for six (6) years after the expiration or termination of this Reseller Agreement. Records involving matters in litigation related to this Reseller Agreement shall be kept for either one (1) year following the termination of litigation, including all appeals, or six (6) years from the date of expiration or termination of this Reseller Agreement, whichever is later.

4.6.1. All such records shall be subject at reasonable times and upon prior notice, no less than 30 days, to examination, inspection, copying, or audit by personnel so authorized by the Washington State Department of Information Services' Contract Administrator and/or the Washington State Office of the State Auditor and federal officials so authorized by law, rule, regulation, or contract, when applicable at no additional cost to the State of Washington. During this Reseller Agreement's term, SafeNet shall provide access to these items within Thurston County Washington, or another location determined by Reseller.

4.6.2. It is agreed that books, records, documents, and other evidence of accounting procedures and practices whether online, print, or digital related to SafeNet's cost structure, including overhead, general and administrative expenses, and profit factors shall be excluded from the review unless the cost or any other material issue under this Reseller Agreement is calculated or derived from these factors.

## **5. ACCEPTANCE OF ORDERS**

5.1. No order for Products shall be binding upon SafeNet until accepted by SafeNet. Acceptance may be by either written acknowledgment or shipment. No orders will be accepted subject to any terms and conditions other than those contained in this Agreement and on SafeNet's written acknowledgment, notwithstanding any other terms and conditions on Reseller's purchase order or other documentation. Failure of SafeNet to object to new or conflicting provisions contained in any purchase order or other documents from Reseller (including, without limitation, penalty clauses) shall not be interpreted as a waiver of the terms and conditions of this Agreement, nor the acceptance of any new or conflicting provisions proposed by Reseller. SafeNet may amend its list of Products and adjust their prices at any time. Reseller may, by written change order, change its purchase orders, but no such change order shall be binding on SafeNet until accepted in writing, by SafeNet. Reseller may not cancel purchase orders.

## **6. DELIVERY, TITLE AND RISK LOSS**

6.1. Delivery. Upon execution and receipt of any purchase order from Reseller and payment of all amounts due as of the date of such purchase order, SafeNet will deliver Products to Reseller at the address specified on Reseller's purchase order. Title and risk of loss to all Products shall pass to Reseller upon delivery of the Product(s) by SafeNet to Reseller's carrier, FCA SafeNet facility.

## **7. PRICES**

7.1. SafeNet shall sell and deliver the Products to Reseller at SafeNet's then current pricing, less any discount identified on Exhibit B. Accessories, professional services and technical support options are not subject to a discount. SafeNet will promptly supply Reseller with its price sheets (and any revisions thereto) upon publication.

7.2. SafeNet shall have the right, upon sixty (60) days prior written notice, to adjust pricing of any Product. No price change shall apply to orders for Products accepted by SafeNet prior to or during the sixty (60) day period and scheduled for delivery within sixty (60) days of the date of notice. The provision does not apply to sales of products to the State of Washington, which shall received fixed pricing for the duration of any contract for purchase of SafeNet Products.

## **8. PAYMENT TERMS**

8.1. Reseller shall pay SafeNet all amounts due in accordance with Exhibit B. Provided Reseller has applied for and received credit approval, SafeNet agrees to payment by invoicing. If SafeNet invoices Reseller, then payment terms are net thirty (45 days from the invoice date and shall be made payable to SafeNet without any deductions, including deductions for taxes (such as withholding or similar taxes), import fees, costs, refunds, rebates, or any other charge incurred by Reseller. Reseller shall pay all shipping costs. In the event Reseller has not received credit approval, Reseller shall pay by an irrevocable Letter of Credit or on a prepaid basis in U.S. Dollars. All invoices shall be paid in full and Reseller shall not cite a disputed invoice to avoid payment of any undisputed invoice, in whole or in part.

8.2. SafeNet reserves the right to charge Reseller a late fee of one percent (1.0%) per month on any balance remaining unpaid for more than thirty (45) days from the payment due date and SafeNet may also, at its option and without limiting its other rights hereunder, hold future shipments of Products to Reseller until all outstanding invoices have been paid.

8.3. All charges, price quotations, accepted orders and billings exclude any taxes, including excise, sales and similar taxes or any customs duties, fees or charges which may be imposed by the appropriate government authorities on the Products. Reseller shall be solely responsible for all taxes and other governmental charges levied upon the production, sale, repair or use of the Products.

8.4. Payment by Reseller for Products is non-refundable, unconditional and is not dependent upon acceptance of the Products by its End Users. For Clarity, this section does not require prepayment from the State of Washington and its various government subdivisions prior to supplying SafeNet products.

## **9. PRODUCT CHANGES, DISCONTINUING A PRODUCT, SUPPLY SHORTAGES**

9.1. SafeNet will make a reasonable effort to ship a sufficient quantity of its Product(s), as Reseller may need to meet its resale requirements. SafeNet reserves the right to discontinue the manufacture and/or sale of any or all Products, and to modify, change, improve, and/or redesign any Product, without any liability to Reseller. SafeNet may exercise these rights at any point in the production process. SafeNet will give Reseller ninety (90) days advanced written notice of any proposed substitution or modification that affects (in the sole judgment of SafeNet), the form, fit or function of a Product and Reseller shall have the right, within such ninety (90) day period to order SafeNet Products without the proposed substitution or modification. Reseller must however, accept delivery of the unmodified Product within one hundred eighty (180) days of the initial written notice.

9.2. SafeNet will give Reseller ninety (90) days advanced written notice of its intent to discontinue the manufacture, sale or distribution of a Product.

9.3. SafeNet reserves the right, in the event of any shortage of parts or components, to allocate, in its sole discretion, its available supply of Products among its customers (including among its subsidiaries or affiliated companies that use Products).

## **10. TERM**

10.1. The Term of this Agreement shall commence on its Effective Date and remain in full force and effect for a term of three (3) year ("Initial Term") and will automatically renew thereafter for successive one (1) year terms ("Renewal Term") unless terminated in accordance with this Section 10.

10.2. Either Party may terminate this Agreement due to a material breach by the other Party. The non-breaching Party must provide the other party with written notice and a description of the alleged breach and if the breach can be corrected, the non-breaching Party must allow the other Party thirty (30) days to cure. Unless the breach is corrected, this Agreement will terminate at the conclusion of the cure period. Termination of the Agreement by the non-breaching party shall be in addition to any other legal or equitable right or remedy available to it. Either Party may also terminate this Agreement, effective immediately and upon written notice to the other Party, in the following circumstances: (i) a party makes an assignment for the benefit of creditors or files a voluntary petition in bankruptcy, or an involuntary petition is filed against a party and is not dismissed within sixty (60) days of its filing date; (ii) a receiver is appointed for a party; (iii) a party admits in writing to its inability to meet its debts as they become due; (iv) a Party ceases to conduct business; or (v) a Party is adjudged bankrupt or insolvent under the laws of any jurisdiction.

10.3. Either Party may terminate this Agreement for any or no reason upon sixty (60) days written notice to the other Party. In the event of termination in accordance with this Section 10.3, both parties shall remain responsible for their respective obligations that are incurred during the sixty (60) day notice period. For the avoidance of doubt, SafeNet will be required to ship on orders accepted during said sixty (60) day notice period, and Reseller will be required to pay for Products shipped on such orders. Other than fees due and owing between the parties, neither party shall be liable to the other by reason of its termination of this Agreement, with or without

cause, for compensation or damages of any kind, and each party hereby waives, to the extent permitted by law, any rights it may have to severance or termination payments under any applicable law. Termination of this Agreement by either party shall not prejudice or affect each party's rights against the other party.

10.4. Upon the termination of this Agreement all rights and licenses granted hereunder shall cease and Reseller shall:

10.4.1. Immediately pay all outstanding sums due to SafeNet;

10.4.2. Cease the marketing and distribution of Products. SafeNet, at its discretion, may cancel all unfilled orders for Products or, in the case of special orders, may require Reseller to take delivery of and pay for such special orders;

10.4.3. Discontinue all advertising of or reference to Products and all use of SafeNet trade names and trademarks associated with Products;

10.5. For six (6) months following the termination of this Agreement, Reseller may retain one (1) copy of the Products to support its End Users, unless SafeNet terminated the Agreement due to a material breach by Reseller and revokes this right in its Termination Notice.

10.6. Termination of this Agreement shall not affect licenses granted to End Users prior to Termination. Unless pursuant to a termination due to material breach by Reseller, termination of this Agreement shall not terminate SafeNet's obligations under any existing valid Reseller Support Services Agreement(s), as such agreement relates to active End Users.

## **11. WARRANTIES**

11.1. Reseller represents and warrants as follows. Reseller shall promptly notify SafeNet of any instance in which any of the following representations and warranties are no longer valid and SafeNet shall have the option of terminating this Agreement in accordance with Section 10, hereof.

11.1.1. Reseller is a corporation duly organized and in good standing under the laws of the jurisdiction of its incorporation, with full corporate power and authority to conduct its business in the manner contemplated by this Agreement.

11.1.2. Reseller is authorized to conduct business in the Territory and will remain in full compliance with all applicable laws and regulations, to the extent such laws and regulations relate to Reseller's performance, hereunder.

11.1.3. Reseller has the facilities and resources to perform its obligations set forth in this Agreement and will use its best efforts to: (i) promote, market and distribute the Product in the Territory; and (ii) maintain an adequately staffed and trained organization suitably equipped to promote and distribute products and provide the Support to End Users.

11.1.4. Reseller will not operate its business in a manner that may cause Reseller to be deemed a franchisee, under applicable state or federal law in the U.S. or the Territory.

11.1.5. Reseller will not provide any warranties or representations on behalf of SafeNet that would entitle an End User or third party to assert any rights or demand any remedies from SafeNet, regarding its use of or interest in the Product and will indemnify SafeNet against any claim, demand, action, proceeding, investigation, loss, liability, cost and expense (including legal fees) suffered or incurred by SafeNet and arising out of or related to any violation, whether intentional or unintentional, by the Reseller, for any of the warranties or covenants in this section 11.1.5. These obligations shall survive the termination or expiration of this Agreement.



11.1.6. Reseller warrants that it is familiar with and will comply in all respects with the laws, regulations and administrative requirements of the laws of Territory in which it distributes and sells Products hereunder (including without limitation, any requirement to register this Agreement with any agency or other governmental entity of any country, or subdivision thereof, in the Territory) and with the U.S. Foreign Corrupt Practices Act, the Organization for Economic Cooperation and Development (OECD) Convention on Combating Bribery of Foreign Officials, The Anti-Terrorism, Crime and Security Act 2001, and similar laws in effect in the United States and the Territory. Reseller shall indemnify and defend SafeNet and hold SafeNet harmless from and against any and all claims, losses, liabilities, suits, actions, demands, damages, costs and other expenses caused by Reseller's failure to comply with any such laws, regulations or rules.

11.2. SafeNet represents and warrants, as follows:

11.2.1. SafeNet is a corporate body duly organized and in good standing under the laws of the State of Delaware, USA with full corporate power and authority to conduct its business in the manner contemplated by this Agreement.

11.2.2. SafeNet has sufficient right, title and interest in the Product or has been authorized by the third party owners of any embedded components to provide it to Reseller in the manner contemplated by this Agreement. Reseller's sole and exclusive remedy for any breach of this warranty is described in Section 12.4.

11.2.3. Product will, for thirty (30) days after delivery to Reseller in the case of software Products, and for fifteen (15) months (unless a longer period is specified in a written document accompanying Product) after delivery to Reseller in the case of hardware Products, perform in substantial conformance with its Documentation. Reseller's sole and exclusive remedy for the breach of this warranty is to return the Product, at its expense, to SafeNet and SafeNet will, at its option, repair or replace the product and return it to Reseller, at SafeNet's expense, or, if the Product is software, SafeNet may direct Reseller to return or destroy its copies of the software and will authorize either the electronic download of a substitute product or deliver to Reseller a replacement copy. In the event neither of the foregoing remedies are feasible, in the sole opinion of SafeNet, then SafeNet will credit Reseller the purchase price for the affected Product, less its depreciated value (if the Product was delivered to an end user and returned to SafeNet pursuant to its warranty). Its depreciated value will be calculated using a straight line method of depreciation and based on the Product's useful life of five (5) years. Products returned hereunder must be shipped, transportation prepaid, at Reseller's risk, by the most economical method of shipment. Shipping costs will be credited only on Products that were not in working condition pursuant to its warranty. SafeNet will not pay for excess transportation costs resulting from the use of anything other than the most economical carrier. International shipments of Products returned to Reseller by SafeNet after repair will be shipped on DDU Port of Entry (INCOTERMS).

11.2.4. Reseller and/or its Distributors and End Users sole remedies are set forth in this Section 11.2. SafeNet disclaims responsibility for any costs associated with the packing, inspection, labor expenses or other incidental costs incurred in connection with the return of any Products. Prior to returning a Product for a warranty adjustment, Reseller must first contact SafeNet for instructions and a Return Material Authorization number ("RMA"). Documentation accompanying the returned Product must include the RMA, original invoice number, indication of the quantity of returned Products and a description of the alleged defect.

11.2.5. Unless otherwise requested by Reseller, repaired Products or Products not subject to a warranty adjustment will be returned to Purchaser, transportation collect. In all cases, SafeNet's determination as to whether or not a Product is defective and covered by warranty will be final.

11.3. SafeNet's Disclaimer. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, STATUTORY OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY OF TITLE, NON-INFRINGEMENT AND ANY WARRANTY OR REPRESENTATION

THAT THE SOFTWARE WILL OPERATE ERROR-FREE. ANY USE OF THE PRODUCT BY RESELLER IS AT RESELLER'S OWN RISK. SAFENET DOES NOT WARRANT THAT THE PRODUCT SHALL MEET RESELLER'S REQUIREMENTS OR THAT THE OPERATION OF THE PRODUCT SHALL BE UNINTERRUPTED OR THAT ANY ERRORS SHALL BE CORRECTED OR THAT THE PRODUCT SHALL BE COMPATIBLE WITH ANY PARTICULAR PLATFORM. IF ANY EXCLUSION IS DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE UNENFORCEABLE, THEN ONLY THOSE INVALID EXCLUSIONS SHALL BE STRICKEN AND ALL OTHERS WILL REMAIN IN FULL FORCE AND EFFECT.

## **12. INTELLECTUAL PROPERTY RIGHTS; INDEMNIFICATION**

12.1. Reseller expressly acknowledges that Marks are and shall remain the exclusive property of SafeNet or its affiliates. SafeNet's sale of Products does not convey any trademark license, expressed or by implication, estoppel, or otherwise. SafeNet may, from time to time, permit Reseller to use SafeNet's trademarks in Reseller's promotions and advertisements but only for the purpose of promoting the resale of SafeNet's Products and such permissions shall not be construed as a trademark license. Upon termination of this Agreement, Reseller further agrees to immediately cease use of any and all of SafeNet's Marks or copyrightable material. Reseller shall identify the Products in its advertisements only as expressly authorized in writing, by SafeNet, and only with the trademarks, trade names, logos and symbols used by SafeNet and Reseller shall not otherwise make use of the Marks or any confusingly similar or colorable imitation thereof.

12.2. SafeNet further retains all proprietary rights, including any patent rights, trade secret rights, copyrights and trademark rights in and to any data, records, processes, models, samples, software, designs, engineering details, schematics, drawings and other documentation pertaining to the Products and which are provided to the Reseller pursuant to this Agreement (the "Proprietary Information"). Reseller acknowledges and agrees that Reseller has no proprietary rights by virtue of this Agreement, except those contractual rights that are expressly set forth herein. Proprietary Information that SafeNet may furnish to Reseller shall be in Reseller's possession pursuant only to a restrictive, non-transferable, non-exclusive license under which Reseller may use such Proprietary Information solely for the purposes of operating or repairing the Products and for no other purpose. Reseller shall not, without the express written consent of SafeNet provide, disclose, transfer or otherwise make available any Proprietary Information, or copies thereof to any third party. Reseller shall take appropriate action by instructions, agreement or otherwise with those of its employees and third party agents having access to any Proprietary Information, to restrict and control the use, copying, modification, disclosure, transfer, protection and security of such Proprietary Information, in accordance with these provisions. Reseller agrees to protect the Proprietary Information with at least the same standard of care that it uses to protect its own information of similar importance.

12.3. Reseller will promptly inform SafeNet of any acts of unfair competition or the infringement of SafeNet's trademarks, trade secrets, patents or copyrights. SafeNet shall have the exclusive right to determine whether to take any action to enforce its rights and protect its interest and will assume responsibility for all costs associated with any claim, demand or legal action (and the corresponding right to retain all awards resulting therefrom). Reseller shall provide SafeNet, at SafeNet's request and expense, with any assistance that SafeNet may reasonably require to substantiate its claims for infringement or unfair competition.

12.4. SafeNet will defend, at its expense, and indemnify Reseller, from and against any losses, costs or damages arising from any claims filed by third parties against Reseller alleging that the Product, as provided to Reseller, infringes a previously issued U.S., European Union or Canadian patent, trade secret or copyright, provided however that Reseller promptly notifies SafeNet, in writing, of such claim and is given full and complete authority (including settlement authority), information and assistance by Reseller for such defense. Reseller agrees to promptly notify SafeNet of any unauthorized or potentially infringing use of the Product and will provide all reasonable assistance, cooperation and information as may be reasonably requested by SafeNet. In the event the Product is found to infringe a third party right and its use is enjoined, or, if, in the opinion of SafeNet, the Product is likely to become the subject of such a claim, SafeNet, at its election and expense, will either (i) procure for Reseller the right to continue using the Product; or (ii) modify or replace the Product so that it becomes non-infringing while providing substantially equivalent performance. In the event that neither of the foregoing options, in SafeNet's sole opinion, are available using reasonable commercial efforts, then SafeNet may terminate this Agreement and refund amounts Reseller paid SafeNet for the Product which is subject of such claim, less its depreciated value (applying

the straight line depreciation method over an estimated useful life of five years). The indemnification obligation shall not apply to infringement actions or claims to the extent that such actions or claims are based on or result from: (i) modifications to the Product by a party other than SafeNet; (i) Reseller's failure to use the most recent version of the Product, if the Product is software, or to otherwise take any corrective action directed by SafeNet. THIS SECTION STATES RESELLER'S SOLE AND EXCLUSIVE REMEDY AND SAFENET'S ENTIRE LIABILITY FOR ANY CLAIM OF INFRINGEMENT.

12.5. SafeNet, and its third party licensors, if any, reserve all rights not expressly granted to Reseller, including any worldwide rights in or to any copyrights, patents, trade secrets, trademarks or any other intellectual property interest. SafeNet retains all right, title and interest in the Products as well as any Improvements. Reseller hereby disclaims any ownership interest in any Improvement and shall require, in writing, its Distributors and End Users to disclaim any interest therein, as well.

### **13. ADDITIONAL TERMS APPLICABLE TO SOFTWARE PRODUCTS**

13.1. Subject to the terms and conditions contained herein, SafeNet hereby grants to Reseller and Reseller hereby accepts, a non-transferable (except to authorized Distributors), non-exclusive, revocable right and license to distribute the software Products delivered to Reseller (the "Software Product"), in the manner expressly authorized by this Agreement. Software Products include any software that may be embedded in a hardware Product.

13.2. Reseller acknowledges that SafeNet has expended considerable time, effort and expense developing its Software Products and retains all right, title and interests in them, including all rights to any improvements or derivative works based upon the Software Products and to any valuable trade secrets embodied therein. The license does not grant to Reseller any proprietary rights or interests in any new or enhanced software products developed by SafeNet, even if such new programs provide additional capability to the Products or replace existing Software Products. Any new Software Products developed by SafeNet will be made available to Reseller at its current price and subject to its current terms and conditions. This license is granted as part of the consideration for Reseller's entering into this agreement.

13.3. Products which include computer software must be distributed by Reseller (or its Distributors) with an EULA provided by SafeNet

13.4. In the event that Reseller becomes aware of any breach or threatened breach of an EULA, Reseller shall promptly notify SafeNet in writing of such breach.

### **14. CONFIDENTIAL INFORMATION AND TRADE SECRETS**

14.1. Each Party agrees to hold the Confidential Information of the other party in strict confidence and to protect it from disclosure with the same degree of care that it uses to protect its own confidential information of like importance. Each party shall use the Confidential Information of the other party only as necessary to perform its duties and satisfy its obligations hereunder and shall limit the disclosure of the Confidential Information to employees who have a reasonable need to know, who are under a duty of confidentiality no less restrictive than the obligations set forth herein and have executed a non-disclosure agreement with the receiving party. Reseller agrees to treat Software Products as Confidential Information and not to disclose or distribute them, except as expressly authorized by this Agreement.

14.2. The receiving party shall promptly notify a disclosing party of any unauthorized disclosure of its Confidential Information and provide any assistance the disclosing party may reasonably require to retrieve the information and protect it from any further use or distribution. If any Confidential Information must be disclosed to a third party by reason of legal, accounting or regulatory requirements beyond the reasonable control of the receiving party, that party shall promptly notify the disclosing party in order to permit the disclosing party (at its own expense) to seek an appropriate protective order in a timely manner.

14.3. Upon termination of this Agreement or at the request by the disclosing party, the receiving party shall return all copies of Confidential Information in its possession or certify in writing to the disclosing party that

its Confidential Information has been destroyed. This Section shall survive any termination, cancellation or expiration of this Agreement.

## **15. LIMITATION OF LIABILITY**

THE CUMULATIVE LIABILITY OF SAFENET FOR ALL CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT OR THE PRODUCTS, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) STRICT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, SHALL NOT EXCEED THE TOTAL OF ALL AMOUNTS PAID TO SAFENET BY RESELLER WITHIN THE TWELVE (12) MONTHS PRECEDING SUCH CLAIM. IN NO EVENT SHALL SAFENET OR ITS SUPPLIERS BE LIABLE TO RESELLER, ITS DISTRIBUTORS OR END USERS OR ANY OTHER THIRD PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, LOSSES, COSTS OR EXPENSES OF ANY KIND, HOWEVER CAUSED AND WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE) STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY AND INCLUDING DAMAGES FOR INTERRUPTION OF BUSINESS, PROCUREMENT OF SUBSTITUTE GOODS, LOST PROFITS, OR THE LIKE, EVEN IF SAFENET HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES, COSTS OR EXPENSES. THE FOREGOING LIMITATION OF LIABILITY AND EXCLUSION OF CERTAIN DAMAGES SHALL APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE BEEN DETERMINED BY A COURT OF COMPETENT JURISDICTION TO BE INVALID, VOID OR UNENFORCEABLE. THE LIMITED WARRANTY, LIMITED REMEDIES, WARRANTY DISCLAIMER AND LIMITED LIABILITY ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN SAFENET AND RESELLER AND SAFENET WOULD NOT PROVIDE THE PRODUCTS WITHOUT SUCH LIMITATIONS AND EXCLUSIONS.

## **16. GENERAL**

16.1. This Agreement shall be governed in all respects by the laws of the United States of America and the State of Maryland without regard to conflicts of law principles. All disputes arising under this Agreement shall be brought exclusively in the state and federal courts located in Baltimore, Maryland and Reseller hereby submits to the personal jurisdiction of the above courts. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act are expressly excluded from this Agreement.

16.2. The Products are subject to regulation by various United States or European Union government agencies, including, but not limited to, the U.S. Department of Commerce and its Export Administration Regulations, which prohibit export or diversion of Products and direct products thereof, to certain countries and certain persons. Products may also be subject to the laws of the Territory in which Reseller is authorized to distribute Products. Reseller hereby agrees, as follows:

16.2.1. It is the sole responsibility of the Reseller to comply with any export or import restrictions and to ensure that the necessary import or export duties are paid;

16.2.2. Reseller will not export, either directly or indirectly, any Products or direct products of the Products without first obtaining, at its expense, all necessary approval from the appropriate agencies of the applicable government and all foreign approvals required by government agencies in Reseller's Territory ("Foreign Approvals").

16.2.3. Reseller shall, as required by the laws of the Territory in which it operates, register this Agreement with the appropriate authorities or notify the authorities of this Agreement (as applicable) and bear any related expenses or taxes.

16.2.4. Reseller agrees to disclose its documentation or applications for Foreign Approval to SafeNet and agrees further that: (i) SafeNet and the Reseller shall jointly own all such Foreign

Approvals as they relate to the certification of SafeNet Products; and (ii) upon the termination of this Agreement, Reseller shall assign its interests in such Foreign Approvals to SafeNet.

16.2.5. Reseller's failure to obtain the required Foreign Approvals or U.S. export licenses may render this agreement, or any obligation imposed on SafeNet, hereunder, void or voidable by SafeNet and thereby excuse SafeNet from any further performance.

16.2.6. In addition to the foregoing, and without limitation, Reseller is subject to guidance regarding US export controls maintained on the SafeNet website at <http://www.safenet-inc.com/products/export.asp>. Such guidance is made part of this Agreement. This guidance is periodically up-dated, and such up-dates, as they are issued and posted on the website are immediately made part of this Agreement.

16.3. If the rights granted hereunder are acquired by or on behalf of a unit or agency of the United States Government, this provision applies. The Product: (i) was developed at private expense, is existing computer software and no part of the Product was developed with government funds; (ii) is a trade secret of SafeNet, Inc. for all purposes of the Freedom of Information Act; (iii) is "restricted computer software" (as defined in 48 CFR 12.212, 2.101, DFAR 227-7202-1 through 4, FAR 52.227-19(a) and (c)(2) and DFAR 252.227-7013 to 7019, as applicable) submitted with restricted rights in accordance with FAR 52.229-19 (a) though (d) of the Commercial Computer Software-Restricted Rights clause and its successors and is subject to the restrictions set forth in FAR 52.227-19(c) (1) and (2) or DFAR 252.227-7013 to 7019, as applicable; (iv) in all respects is proprietary data belonging solely to SafeNet, Inc.; (v) is unpublished and all rights are reserved under the copyright laws of the United States. If the Product is acquired under a GSA Schedule, the Government has agreed to refrain from changing or removing any insignia or lettering from the Product or from producing copies of documentation, manuals or media (except for backup purposes). Each copy of a software product provided to or used by a government agency (state or federal) must have 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). CONTRACTOR/MANUFACTURER IS SAFENET, INC., 4690 MILLENNIUM DRIVE, BELCAMP, MARYLAND 21017.

16.4. Reseller may not assign, delegate or transfer this Agreement, in whole or in part, or any of its rights or duties hereunder, including by merger (regardless of whether Reseller is the surviving entity) or acquisition, without the prior written consent of SafeNet. Any attempted assignment in violation of this Agreement is void. Notwithstanding anything to the contrary herein, SafeNet may assign or transfer this Agreement in whole or in part to any third party without the prior written consent of Reseller. Subject to the foregoing, this Agreement shall be binding upon, and shall inure to the benefit of, the parties and their respective successors or permitted assigns.

16.5. All notices and other communications required or permitted hereunder must be in writing and will be deemed to have been duly given, to the addresses written below: (i) when delivered by hand or confirmed facsimile transmission; (ii) one (1) day after delivery by receipted overnight delivery; or (iii) three (3) days after being mailed by certified or registered mail, return receipt requested, with postage prepaid to the party at the address set forth above, or to such address and/or facsimile number as either party shall furnish to the other party in writing, pursuant to this Section 16.5.

16.5.1. To Reseller:	Name:	
	Title:	CCI Legal
	Fax:	(800) 493-2105
	Address:	10949 W. Villa Monte Drive Mukilteo, WA 98275

16.5.2. To SafeNet:      Name:  
                                 Title:            General Counsel  
                                 Fax:            (410) 931-7524  
                                 Address:       4690 Millennium Drive  
                                                    Belcamp, MD 21017

16.6. This Agreement, including any appendices, schedules, exhibits, attachments and any documents referred to in this Agreement or attached hereto, constitutes the entire and exclusive statement of the agreement between the parties and/or any of their respective affiliates with respect to its subject matter and supercedes all prior communications, understandings, and agreements, including prior reseller, partner or channel agreements between the parties and/or any of their respective affiliates concerning the subject matter hereof, whether written or oral.

16.7. Any technical assistance or other support services Reseller may require which is beyond the scope of services described in this Agreement will be subject to the negotiation of a separate agreement.

16.8. The terms herein may not be changed or modified except by a written instrument signed by the authorized representatives of both parties. The parties further agree that unless otherwise agreed in writing by the parties, the terms and conditions of this agreement shall prevail over the terms and conditions on any purchase order or other document prepared by Reseller. Any attempt by Reseller to substitute the terms of this Agreement with the pre-printed or additional terms on a purchase order is hereby rejected by SafeNet.

16.9. No waiver of any of the provisions of this Agreement shall constitute a waiver of any other provision of this Agreement, nor shall such waiver constitute a continuing waiver. The failure of either party to enforce at any time any of the provisions of this Agreement, or the failure of either party to require the performance by the other party of any provisions of this Agreement, shall not be construed as a waiver of such provisions in the future, nor will it affect the ability of a party to enforce each and every provision thereafter.

16.10. If any court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part will remain in full force and effect to the extent it is not held invalid or unenforceable. The invalid or unenforceable provision shall be changed and interpreted so as to best accomplish its intent within the limits of the applicable law or court decisions.

16.11. Neither party shall be in breach of this Agreement for any failure or delay in the performance of its obligations, hereunder (except for the payment of money) as a result of a Force Majeure, such as fire, explosion, Act of Nature, strikes, war, riot, government regulation or act or any other cause beyond the reasonable control of such party, provided that the affected party gives the other party prompt written notice of the delay and uses its best efforts to cure it.

16.12. Nothing in this Agreement shall make SafeNet and Reseller either partners, joint venturers, or otherwise associated in or with the business of the other. Reseller is and shall always remain an independent contractor. Neither party shall be liable for any debts or other liabilities of the other party, its agents or employees. Neither party is authorized to incur debts or other obligations of any kind on the part of or as agent for the other.

16.13. This Agreement is not a franchise agreement and does not create a franchise relationship between the parties, and if any provision of this Agreement is deemed to create a franchise between the parties, then this Agreement shall automatically terminate. Reseller shall take no action which would cause SafeNet to be classified or to be considered as doing business in the Territory under the laws of the Territory or which would cause SafeNet to become subject to the income tax, profit tax, receipts tax or any other tax of the Territory. Reseller shall indemnify SafeNet for any losses, costs, or damages incurred by SafeNet, including but not limited to the tax liability of any type, kind, or nature assessed against SafeNet, arising from Reseller's exceeding its authority under this Agreement.

16.14. SafeNet and Reseller shall each have the right to publicize to any third party that Reseller is an authorized reseller of SafeNet Products. Except for the foregoing, neither party shall disclose the terms and conditions of this Agreement to any third party without the prior written consent of the other party, which consent



may be withheld in the sole discretion of such party. Neither party shall release or publish any news release, advertising or other public announcement relating to this Agreement without the prior review and approval of the other party, which approval shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, either party may make such disclosures as are required by its legal or accounting obligations or to any government authorities, after making reasonable efforts to consult, in advance, with the other party.

16.15. All rights, remedies and powers of SafeNet hereunder are irrevocable and cumulative, and not alternative or exclusive, and shall be in addition to all other rights, remedies and powers to which it may be entitled by law. Reseller acknowledges that if it breaches any obligations hereunder, SafeNet may suffer immediate and irreparable harm for which monetary damages alone shall not be a sufficient remedy, and in addition to all other remedies, SafeNet shall be entitled to seek injunctive relief, specific performance, equitable relief or any other remedy necessary to prevent a threatened breach by Reseller or to correct an actual breach and to enforce this Agreement. Reseller hereby waives any and all defenses and objections it may have on grounds of jurisdiction and venue, including, but not limited to, lack of personal jurisdiction and improper venue, and waives any requirement for the securing or posting of any bond in connection with such remedy.

16.16. Reseller acknowledges that its right to license to use and distribute the Products under this Agreement is non-exclusive, and that SafeNet reserves the right to license and distribute the Products to any third party anywhere in the world, and to appoint any third party to do so, without giving Reseller notice thereof and without incurring any liability to Reseller therefore.

16.17. Except as otherwise expressly set forth in this Agreement, each party shall bear its own expenses, costs and fees (including attorneys and auditors) in connection with the transactions contemplated herein, including the preparation, execution and delivery of this Agreement and compliance herewith.

16.18. The captions and headings used in this Agreement are used for convenience only and are not to be given any legal effect.

16.19. Products are not designed, made, or intended for use in any application where failure or inaccuracy might cause death or personal injury. Reseller agrees that SafeNet shall not be liable in whole or in part, for any claims or damages arising out of or in connection with the use and performance of Products in such applications.

16.20. This Agreement may be executed by facsimile, counterparts or duplicate originals, all of which shall be regarded as one and the same instrument.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their duly authorized representatives, as of the Effective Date.

**SAFENET, INC.**

By: 

Name: Kevin Hicks  
Title: General Counsel & VP  
Date: 7 Dec. 2009



**Computer Consultants International, Inc. (CCI)**

By: 

Name: Arshia Tayyab  
Title: President and CEO  
Date: Mar 17, 2009

**EXHIBIT A  
PRODUCTS AND TERRITORY**

**The Products are:**

Hardware Security Modules

- ☒ Luna
- ☒ ProtectServer
- ☒ ProtectHost

High-Speed Encryption and VPN

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> Ethernet  | <input checked="" type="checkbox"/> Frame |
| <input checked="" type="checkbox"/> SONET   | <input checked="" type="checkbox"/> ATM   |
| <input checked="" type="checkbox"/> Link  | <input checked="" type="checkbox"/> VPN   |
| <input checked="" type="checkbox"/> Security Management Center (SMC)                                      |   |
| <br><input checked="" type="checkbox"/> Disk and File Encryption (ProtectDrive, ProtectFile, ProtectPack) |   |
| <input checked="" type="checkbox"/> DataSecure & KeySecure  |   |
| <br><input checked="" type="checkbox"/> Smartcards, USB Tokens  |   |
| <br><input checked="" type="checkbox"/> Sentinel Keys   |   |
| <input checked="" type="checkbox"/> SoftRemote  |   |
| <input checked="" type="checkbox"/> Training  |   |

**The Reseller's authorized territory is:** Washington State (excluding US Federal Government)



**EXHIBIT B**

**RESELLER COMMITMENT AND DISCOUNT LEVEL(S)**

Reseller product discount is: 20%

Reseller maintenance discount is:

☒ 10%

☐ See accompanying Reseller Support Services Agreement

## EXHIBIT C

### DEMONSTRATION LICENSE AGREEMENT

THIS DEMONSTRATION LICENSE AGREEMENT (the "Demonstration Agreement") is made and entered into as of the Reseller Agreement Effective Date, by and between SafeNet and Reseller.

WHEREAS, Reseller has expressed an interest in evaluating certain product(s) of SafeNet and SafeNet is willing to grant a license for such evaluation on the terms and conditions described below.

NOW, THEREFORE, the parties hereby agree as follows:

1. License Grant.

(a) SafeNet grants to Reseller, during the term of this Demonstration Agreement, a temporary, non-exclusive license to use the product(s) listed on Schedule A hereto (the "**Product**"), and related documentation as provided by SafeNet to Reseller, for demonstration purposes only, at the facility shown Schedule A.

(b) This license does not include any rights to copy, alter, modify, reverse engineer, decompile, disassemble, make derivative works, rent, lease, disclose, sublicense, or otherwise transfer the Product, related documentation, or other proprietary information of SafeNet. SafeNet shall provide no support or maintenance services with respect to the Product.

2. Ownership.

The Product, the related documentation, and all authorized copies thereof, shall remain the exclusive property of SafeNet, and shall not be used in any way other than as allowed by this Demonstration Agreement. Reseller acknowledges that, as between SafeNet and Reseller, the Product and its related documentation and all copyrights, trade secret rights and other intellectual property rights with respect thereto, are and will at all times be the property of SafeNet, even if suggestions made by Reseller are incorporated into current or subsequent versions of the Product or related documentation.

3. Confidentiality.

(a) Reseller acknowledges that the Product and related documentation provided by SafeNet are confidential information of SafeNet ("**Confidential Information**"). Reseller agrees to use the Confidential Information only for the limited term of this license and solely for the purpose of evaluation, and to take all steps reasonably necessary to maintain and protect the Confidential Information in the strictest confidence for the benefit of SafeNet. This obligation of confidentiality set forth in this Section will survive the termination of this Demonstration Agreement.

(b) The definition of Confidential Information shall not include information that is (1) already in the public domain; (2) becomes generally known or available by publication, commercial use, or general sale of copies of the Product by Reseller; (3) discovered or created by Reseller independently of any involvement with SafeNet or the Product; or (4) otherwise learned by Reseller through lawful means other than from SafeNet or anyone connected with SafeNet.

4. Disclaimer of Warranty.

SAFENET DISCLAIMS ANY AND ALL WARRANTIES WITH RESPECT TO THE PRODUCT AND THE RELATED DOCUMENTATION, WHETHER EXPRESS OR IMPLIED, INCLUDING SPECIFICALLY THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE PRODUCT AND THE RELATED DOCUMENTATION IS PROVIDED "AS IS", AND RESELLER UNDERSTANDS THAT IT ASSUMES ALL RISKS OF ITS USE, QUALITY, AND PERFORMANCE.

5. Liability.

(a) SafeNet shall have no liability whatsoever to Reseller in connection with this Demonstration Agreement, including without limitation, liability for any problems in or caused by the Product or the related documentation, whether direct, indirect, special or consequential (including lost profits).

(b) Reseller shall be liable to SafeNet for any losses, costs or damages arising from damage to the Product that occurs while the Product is in Reseller's possession.

6. Term and Termination.

(a) The term ("**Term**") of this Demonstration Agreement shall be as set forth in Schedule A, unless sooner terminated as provided herein. SafeNet may terminate this agreement for any reason upon ten (10) days' notice to Reseller, and immediately upon notice to Reseller in the case of breach of this Demonstration Agreement by Reseller.

(b) Reseller agrees to return the Product to SafeNet, to be received by SafeNet within ten (10) days of the end of the Term (whether by expiration or early termination). Furthermore, if the Product includes software, Reseller shall destroy or erase all copies of such software in its possession at the end of the Term. If the Product is not so returned to SafeNet or destroyed within ten (10) days of the end of the Term, SafeNet will invoice and Reseller shall pay for the Product by Purchase Order or credit card and Reseller's rights in the Product shall be as stated in the SafeNet Standard Terms and Conditions of Sale current as of the end of the Term, unless an extension to this Demonstration Agreement is made in writing by SafeNet and Reseller.

7. Export.

The Products are subject to regulation by United States, European Union, and/or other government agencies, which prohibit export or diversion of the Products to certain countries and certain persons. Reseller will not export in any manner, either directly or indirectly, any Product without first obtaining all necessary approval from appropriate government agencies. It is the sole responsibility of the Reseller to comply with any export or import restrictions.

8. General.

(a) This Demonstration Agreement may not be assigned by Reseller or by operation of law to any other person, persons, firms, or corporation without the express written approval of SafeNet.

(b) This Demonstration Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without regard to any conflict of laws that might otherwise apply. The parties hereto submit to the exclusive jurisdiction of state and federal courts in the State of Maryland, and agree that any disputes hereunder shall be litigated in such court.

(c) The parties have read this Demonstration Agreement and agree to be bound by its terms, and further agree that it constitutes the complete and entire agreement of the parties and supersedes all previous communications, oral or written, and all other communications between them relating to the license and to the subject matter hereof. No representations or statements of any kind made by either party, which are not expressly stated herein, shall be binding on such party.

**Schedule A**

**Demonstration Agreement**

Date: ("Demonstration Effective Date")

SafeNet contact:

**PRODUCT INFORMATION**

SafeNet Product:

Model No.:

Quantity:

**SHIP-TO INFORMATION**

Company:

Evaluator:

Address:

City:

State:

Zip:

Country:

Attn:

Tel No.:

Fax No.:

The Term of this Agreement shall end on \_\_\_\_\_, 200 , unless earlier terminated in accordance with Section 6 of Exhibit C to the Reseller Agreement.

The parties hereby agree that this Evaluation Form shall be governed in accordance with the terms and conditions of the Demonstration License Agreement included in the SafeNet Inc. Reseller Agreement executed by the parties on .

IN WITNESS WHEREOF, the parties have executed this Schedule A as of the date and year set forth above.

SafeNet, Inc.

Computer Consultants International, Inc. (CCI)

By: \_\_\_\_\_

Name:

Title:

By: \_\_\_\_\_

Name:

Title: