

SAFENET SENTINEL HASP PRODUCT END USER LICENSE AGREEMENT

IMPORTANT INFORMATION - PLEASE READ THIS AGREEMENT CAREFULLY BEFORE USING THE CONTENTS OF THE PACKAGE AND/OR BEFORE DOWNLOADING OR INSTALLING THE SOFTWARE PRODUCT. ALL ORDERS FOR AND USE OF THE SENTINEL HASP[®] PRODUCTS (including without limitation, the Developer's Kit, libraries, utilities, diskettes, CD_ROM, DVD, Sentinel HASP keys, the software component of SafeNet Sentinel HASP[™] and the Sentinel HASP Software Protection and Licensing Guide) (hereinafter "**Product**") SUPPLIED BY **SAFENET, INC.**, (or any of its affiliates - either of them referred to as "**SAFENET**") ARE AND SHALL BE, SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT.

BY OPENING THE PACKAGE CONTAINING THE PRODUCTS AND/OR BY DOWNLOADING THE SOFTWARE (as defined hereunder) AND/OR BY INSTALLING THE SOFTWARE ON YOUR COMPUTER AND/OR BY USING THE PRODUCT, YOU ARE ACCEPTING THIS AGREEMENT AND AGREEING TO BE BOUND BY ITS TERMS AND CONDITIONS.

IF YOU DO NOT AGREE TO THIS AGREEMENT OR ARE NOT WILLING TO BE BOUND BY IT, DO NOT OPEN THE PACKAGE AND/OR DOWNLOAD AND/OR INSTALL THE SOFTWARE AND PROMPTLY (at least within 7 days from the date you received this package) RETURN THE PRODUCTS TO SAFENET, ERASE THE SOFTWARE, AND ANY PART THEREOF, FROM YOUR COMPUTER AND DO NOT USE IT IN ANY MANNER WHATSOEVER.

This Agreement has 3 sections:

<u>Section I</u> applies if you are downloading or using the Product free of charge for evaluation purposes only.

<u>Section II</u> applies if you have purchased or have been otherwise granted by SafeNet a license to use the Product.

Section III applies to all grants of license.

SECTION I - TERMS APPLICABLE TO GRANT OF EVALUATION LICENSE

1.1 <u>License Grant</u>. SafeNet hereby grants to you, and you accept, a nonexclusive license to use the Product in machine-readable, object code form only, free of charge, for the purpose of evaluating whether to purchase an ongoing license to the Product and only as authorized in this

License Agreement. <u>The evaluation period is limited to the maximum amount of days specified</u> <u>in your applicable evaluation package.</u> You may use the Product, during the evaluation period, in the manner described in Section III below under "Extent of Grant.".

1.2 DISCLAIMER OF WARRANTY. The Product is provided on an "AS IS" basis, without warranty of any kind. IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, SATISFACTION AND MERCHANTABILITY SHALL NOT APPLY. SOME JURISDICTIONS DO NOT ALLOW EXCLUSIONS OF AN IMPLIED WARRANTY, SO THIS DISCLAIMER MAY NOT APPLY TO YOU AND YOU MAY HAVE OTHER LEGAL RIGHTS THAT VARY BY JURISDICTION. The entire risk as to the quality and performance of the Product is borne by you. This disclaimer of warranty constitutes an essential part of the agreement.

If you initially acquired a copy of the Product without purchasing a license and you wish to purchase a license, contact SafeNet or any SafeNet representative.

SECTION II - APPLICABLE TERMS WHEN GRANTED A LICENSE

2.1 <u>License Grant</u>. Subject to your payment of the license fees applicable to the type and amount of licenses purchased by you and set forth in your applicable purchase order, SafeNet hereby grants to you, and you accept, a personal, nonexclusive and fully revocable limited License to use the Software (as such term is defined in Section III hereunder, in the Intellectual Property subsection), in executable form only, as described in the Software accompanying user documentation and only according to the terms of this Agreement: (i) you may install the Software and use it on computers located in your place of business, as described in SafeNet's related documentation; (ii) you may merge and link the Software into your computer programs for the sole purpose described in the Sentinel HASP Software Protection and Licensing Guide; however, any portion of the Software merged into another computer program shall be deemed as derivative work and will continue to be subject to the terms of this Agreement; and (iii) you are permitted to make a reasonable number of copies of the Software solely for backup purposes. The Software shall not be used for any other purposes.

2.2 Sub-Licensing. After merging the Software in your computer program(s) according to the License Grant section above, you may sub-license, pursuant to the terms of this Agreement, the merged Software and resell the hardware components of the Product, which you purchased from SafeNet, if applicable, to distributors and/or users. Preceding such a sale and sublicensing, you shall make sure that your contracts with any of your distributors and/or end users (and their contracts with their customers) shall contain warranties, disclaimers, limitation of liability, and license terms which are no less protective of SafeNet's rights than such equivalent provisions contained herein. In addition, you shall make it abundantly clear to your distributors and/or end users, that SafeNet is not and shall not, under any circumstances, be responsible or liable in any way for the software and software licenses contained in your computer programs which you merge with the SafeNet Software and distribute to your distributors and/or end users, including, without limitation, with respect to extending license terms and providing maintenance for any software elements and/or computer programs which are not the SafeNet Software. SafeNet expressly disclaims any responsibility and liability with respect to any computer programs, software elements, and/or hardware elements which are not and do not form part of the SafeNet product.

2.3 <u>Limited Warranty</u>. SafeNet warrants, for your benefit alone, that (i) the Software, when and as delivered to you, and for a period of three (3) months after the date of delivery to you, will

perform in substantial compliance with the Sentinel HASP Software Protection and Licensing Guide, provided that it is used on the computer hardware and with the operating system for which it was designed; and (ii) that the Sentinel HASP key, for a period of twelve (12) months after the date of delivery to you, will be substantially free from significant defects in materials and workmanship. You may enable or disable certain features when applying the Sentinel HASP protection software by changing settings in the Sentinel HASP tools in accordance with the Sentinel HASP Software Protection and Licensing Guide; HOWEVER, IT IS IMPORTANT TO NOTE THAT WHEN ENABLING OR DISABLING SOME FEATURES YOU MIGHT REDUCE THE LEVEL OF PROTECTION PROVIDED BY THE SOFTWARE.

2.4 <u>Warranty Disclaimer</u>. SAFENET DOES NOT WARRANT THAT ANY OF ITS PRODUCT(S) WILL MEET YOUR REQUIRMENTS OR THAT THEIR OPERATION WILL BE UNINTERRUPTED OR ERROR-FREE. TO THE EXTENT ALLOWED BY LAW, SAFENET EXPRESSLY DISCLAIMS ALL EXPRESS WARRANTIES NOT STATED HERE AND ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO SAFENET'S DEALER, DISTRIBUTOR, RESELLER, AGENT OR EMPLOYEE IS AUTHORIZED TO MAKE ANY MODIFICATIONS, EXTENSIONS, OR ADDITIONS TO THIS WARRANTY. If any modifications are made to the Software or to any other part of the Product by you; if the media and the Sentinel HASP key is subjected to accident, abuse, or improper use; or if you violate any of the terms of this Agreement, then the warranty in Section 2.3 above, shall immediately be terminated. The warranty shall not apply if the Software is used on or in conjunction with hardware or program other than the unmodified version of hardware and program with which the Software was designed to be used as described in the Sentinel HASP Software Protection and Licensing Guide.

2.5 <u>Limitation of Remedies</u>. In the event of a breach of the warranty set forth above, SafeNet's sole obligation, and your sole remedy shall be, at SafeNet's sole discretion: (i) to replace or repair the Product, or component thereof, that does not meet the foregoing limited warranty, free of charge; or (ii) to refund the price paid by you for the Product, or component thereof. Any replacement or repaired component will be warranted for the remainder of the original warranty period or 30 days, whichever is longer. Warranty claims must be made in writing during the warranty period and within seven (7) days of the observation of the defect accompanied by evidence satisfactory to SafeNet. All Products should be returned to the distributor from which they were purchased (if not purchased directly from SafeNet) and shall be shipped by the returning party with freight and insurance paid. The Product or component thereof must be returned with a copy of your receipt.

SECTION III - TERMS APPLICABLE TO ALL GRANTS OF LICENSE

3.1 Extent of Grant and Prohibited Uses. Except as specifically permitted in Sections 2.1 and 2.2 above, you agree not to (i) use the Product in any manner beyond the scope of license purchased by you in accordance with your applicable purchase order; (ii) use, modify, merge or sub-license the Software or any other of SafeNet's products except as expressly authorized in this Agreement and in the Sentinel HASP Software Protection and Licensing Guide; and (iii) sell, license (or sub-license), lease, assign, transfer, pledge, or share your rights under this License with/to anyone else; and (iv) modify, disassemble, decompile, reverse engineer, revise or enhance the Software or attempt to discover the Software's source code; and (v) place the Software onto a server so that it is accessible via a public network; and (vi) use any back-up or archival copies of the Software (or allow someone else to use such copies) for any purpose

other than to replace an original copy if it is destroyed or becomes defective. If you are a member of the European Union, this agreement does not affect your rights under any legislation implementing the EC Council Directive on the Legal Protection of Computer Programs. If you seek any information within the meaning of that Directive you should initially approach SafeNet.

3.2 <u>Intellectual Property</u>. THIS IS A LICENSE AGREEMENT AND NOT AN AGREEMENT FOR SALE. The software component of the SafeNet Sentinel HASP Product, including any revisions, corrections, modifications, enhancements, updates and/or upgrades thereto, (hereinafter in whole or any part thereof defined as: "**Software**"), and the related documentation, ARE NOT FOR SALE and are and shall remain in SafeNet's sole property. All intellectual property rights (including, without limitation, copyrights, patents, trade secrets, trademarks, etc.) evidenced by or embodied in and/or attached/connected/related to the Product, (including, without limitation, the Software code and the work product performed in accordance with Section II above) are and shall be owned solely by SafeNet. This License Agreement does not convey to you an interest in or to the Software but only a limited right of use revocable in accordance with the terms of this License Agreement. Nothing in this Agreement constitutes a waiver of SafeNet's intellectual property rights under any law.

3.3 <u>Audit</u>. SafeNet shall have the right, at its own expense, upon reasonable prior notice, to periodically inspect and audit your records to ensure your compliance with the terms and conditions of this license agreement.

3.4 <u>Termination</u>. Without prejudice to any other rights, SafeNet may terminate this license upon the breach by you of any term hereof. Upon such termination by SafeNet, you agree to destroy, or return to SafeNet, the Product and the Documentation and all copies and portions thereof.

3.5 Limitation of Liability. SafeNet's cumulative liability to you or any other party for any loss or damages resulting from any claims, demands, or actions arising out of or relating to this Agreement and/or the sue of the Product shall not exceed the license fee paid to SafeNet for the use of the Product/s that gave rise to the action or claim, and if no such Product/s is/are so applicable then SafeNet's liability shall not exceed the amount of license fees paid by You to SafeNet hereunder during the twelve (12) months period preceding the event. UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, TORT, CONTRACT, OR OTHERWISE, SHALL SAFENET OR ITS SUPPLIERS OR RESELLERS OR AGENTS BE LIABLE TO YOU OR ANY OTHER PERSON FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY TYPE INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF GOODWILL, BUSINESS INTERRUPTION, COMPUTER FAILURE OR MALFUNCTION, LOSS OF BUSINESS PROFITS, LOSS OF BUSINESS INFORMATION, DAMAGES FOR PERSONAL INJURY OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES, EVEN IF SAFENET SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY OTHER PARTY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION AND EXCLUSION MAY NOT APPLY TO YOU.

3.6 <u>No other Warranties</u>. Except and to the extent specifically provided herein, SafeNet makes no warranty or representation, either express or implied, with respect to its Products as, including their quality, performance, merchantability or fitness for a particular purpose.

3.7 <u>Export Controls.</u> YOU ACKNOWLEDGE THAT THE SOFTWARE IS SUBJECT TO REGULATION BY UNITED STATES, EUROPEAN UNION, AND/OR OTHER GOVERNMENT

AGENCIES, WHICH PROHIBIT EXPORT OR DIVERSION OF THE SOFTWARE TO CERTAIN COUNTRIES AND CERTAIN PERSONS. YOU AGREE TO COMPLY WITH ALL EXPORT LAWS, REGULATIONS AND RESTRICTIONS OF THE UNITED STATES DEPARTMENT OF STATE, DEPARTMENT OF COMMERCE OR OTHER LEGAL AUTHORITY WITHIN THE UNITED STATES OR ANY FOREIGN ENTITY WHICH REGULATES THEIR SHIPMENT. YOU WILL NOT EXPORT IN ANY MANNER, EITHER DIRECTLY OR INDIRECTLY, ANY SOFTWARE OR ANY PRODUCT THAT INCORPORATES ANY SOFTWARE WITHOUT FIRST OBTAINING ALL NECESSARY APPROVAL FROM APPROPRIATE GOVERNMENT AGENCIES. YOU AGREE TO INDEMNIFY SAFENET AGAINST ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, TO THE EXTENT SUCH CLAIMS ARISE OUT OF ANY BREACH OF THIS SECTION 3.7.

3.8 <u>Governing Law & Jurisdiction</u>. This License Agreement shall be construed, interpreted and governed by the laws of the State of Delaware without regard to conflicts of laws and provisions thereof. The exclusive forum for any disputes arising out of or relating to this License Agreement shall be an appropriate federal or state court sitting in Harford County, State of Maryland, USA. The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded. The failure of either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach hereunder shall not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches.</u>

3.9 <u>Third Party Software</u>. The Product contains the **Open SSL Toolkit** which includes the OpenSSL software, as set forth in <u>Exhibit A</u> and the Original SSLeay software, as set forth in <u>Exhibit B</u>. Such third party's software is provided "As Is" and use of such software shall be governed by the terms and conditions as set forth in <u>Exhibit A</u> and <u>Exhibit B</u>. If the Product contains any software provided by third parties other than the software noted in <u>Exhibit A</u> and <u>Exhibit B</u>, such third party's software are provided "As Is" and shall be subject to the terms of the provisions and condition set forth in the agreements contained/attached to such software. In the event such agreements are not available, such third party's software are provided "As Is" without any warranty of any kind and this Agreement shall apply to all such third party software providers and third party software as if they were SafeNet and the Product respectively.

3.10 <u>Miscellaneous</u>. If the copy of the Product you received was accompanied by a printed or other form of "hard-copy" End User License Agreement whose terms vary from this Agreement, then the hard-copy End User License Agreement governs your use of the Product. This Agreement represents the complete agreement concerning this license and may be amended only by a writing executed by both parties. THE ACCEPTANCE OF ANY PURCHASE ORDER PLACED BY YOU, IS EXPRESSLY MADE CONDITIONAL ON YOUR ASSENT TO THE TERMS SET FORTH HEREIN, COMBINED WITH THE APPLICABLE LICENSE SCOPE AND TERMS, IF ANY, SET FORTH IN YOUR PURCHASE ORDER. If any provision of this Agreement is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable. The failure of either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach hereunder shall not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches.

© 2009 SafeNet, Inc., and/or Aladdin Knowledge Systems Ltd. All rights reserved.

HASP®, Sentinel HASP®, HASP SRM®, Sentinel HASP Business Studio[™], Sentinel HASP® HL Basic, Sentinel HASP® HL Pro, Sentinel HASP® HL Max, Sentinel HASP® HL Time, Sentinel HASP® HL Net, Sentinel HASP® HL NetTime, Sentinel HASP® HL Drive, Hardlock®, LicenseOnChip®, Cross-Locking[™], and Method-level protection[™] are registered and/or unregistered trademarks of SafeNet, Inc., or Aladdin Knowledge Systems, Ltd., in the United States and other countries. All other trademarks referenced herein, and in the Sentinel HASP® system, and its accompanying documentation, are registered and/or unregistered trademarks of their respective owners.

Exhibit A Open SSL License

A. Notices

- I. Copyright (c) 1998-2005 The OpenSSL Project. All rights reserved.
- II. Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer.
- III. Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.
- IV. All advertising materials mentioning features or use of this software must display the following acknowledgment: "This product includes software developed by the OpenSSL Project for use in the OpenSSL Toolkit. (http://www.openssl.org/)"
- V. The names "OpenSSL Toolkit" and "OpenSSL Project" must not be used to endorse or promote products derived from this software without prior written permission. For written permission, please contact openssl-core@openssl.org.
- VI. Products derived from this software may not be called "OpenSSL" nor may "OpenSSL" appear in their names without prior written permission of the OpenSSL Project.
- VII. Redistributions of any form whatsoever must retain the following acknowledgment: "This product includes software developed by the OpenSSL Project for use in the OpenSSL Toolkit (http://www.openssl.org/)"

B. DISCLAIMER OF WARRANTY

THIS SOFTWARE IS PROVIDED BY THE OpenSSL PROJECT "AS IS" AND ANY EXPRESSED OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE OpenSSL PROJECT OR ITS CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

Exhibit B Original SSLeay License

A. Notices

- I. Copyright (C) 1995-1998 Eric Young (eay@cryptsoft.com). All rights reserved.
- II. This package is an SSL implementation written by Eric Young (eay@cryptsoft.com).
- III. The implementation was written so as to conform with Netscapes SSL.
- IV. This library is free for commercial and non-commercial use as long as the following conditions are adhered to. The following conditions apply to all code found in this distribution, be it the RC4, RSA, lhash, DES, etc., code; not just the SSL code. The SSL documentation included with this distribution is covered by the same copyright terms except that the holder is Tim Hudson (tjh@cryptsoft.com).
- V. Copyright remains Eric Young's, and as such any Copyright notices in the code are not to be removed.
- VI. If this package is used in a product, Eric Young should be given attribution as the author of the parts of the library used.
- VII. This can be in the form of a textual message at program startup or in documentation (online or textual) provided with the package.
- VIII. Redistributions of source code must retain the above copyright notice, this list of conditions and the following disclaimer.
- IX. Redistributions in binary form must reproduce the above copyright notice, this list of conditions and the following disclaimer in the documentation and/or other materials provided with the distribution.
- X. All advertising materials mentioning features or use of this software must display the following acknowledgment: "This product includes cryptographic software written by Eric Young (eay@cryptsoft.com)".
- XI. If you include any Windows specific code (or a derivative thereof) from the apps directory (application code) you must include an acknowledgement: "This product includes software written by Tim Hudson (tjh@cryptsoft.com)"

B. DISCLAIMER OF WARRANTY.

THIS SOFTWARE IS PROVIDED BY ERIC YOUNG "AS IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. IN NO EVENT SHALL THE AUTHOR OR CONTRIBUTORS BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOSS OF USE, DATA, OR PROFITS; OR BUSINESS INTERRUPTION) HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY, OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE) ARISING IN ANY WAY OUT OF THE USE OF THIS SOFTWARE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

Certifications

CE Compliance

The HASP product line complies with the CE EMC Directive and related standards*. HASP products are marked with the CE logo and a HASP CE conformity card is included in every shipment or upon demand.

*EMC directive 89/336/EEC and related standards EN 55022, EN 50082-1.

FCC Compliance

FCC authorities have determined that HASP is not a Class B Computing Device Peripheral and therefore does not require FCC regulation.

UL Certification

The HASP product line successfully completed UL 94 Tests for Flammability of Plastic Materials for Parts in Devices and Appliances. HASP products comply with UL 1950 Safety of Information Technology Equipment regulations.

ISO 9001:2000 Certification

The HASP product line is designed and manufactured by Aladdin Knowledge Systems, Inc., an ISO 9001:2000 certified company. Aladdin's quality assurance system is approved by the International Organization for Standardization (ISO), ensuring that Aladdin products and customer service standards consistently meet specifications in order to provide outstanding customer satisfaction.

Certificate of Compliance

Upon request, SafeNet Inc./Aladdin Knowledge Systems, Inc. will supply a Certificate of Compliance to any software developer who wishes to demonstrate that the HASP product line conforms to the specifications stated. Software developers can distribute this certificate to the end user along with their programs.

