General Terms and Conditions of Purchase
RSA Security Inc.

General Provisions

1. Acceptance of Purchase Order; Order of Precedence
Agreement by Seller to furnish the materials or services hereby ordered, or its commencement of such performance, constitutes acceptance by Seller of this Purchase Order, subject to these terms and conditions. If this Purchase Order does not state price or delivery, then RSA Security will not be bound to any price or delivery to which it has not specifically agreed in writing. Any terms and conditions proposed by Seller that are inconsistent with or in addition to these terms and conditions of purchase shall be void and of no effect unless RSA Security specifically agrees to them. Modifications to these terms and conditions, to be effective, must be made in writing and be signed by RSA Security’s purchasing representative. These terms and conditions, together with any modifications and with such data relating to price and delivery as are accepted in writing by RSA Security, constitute the entire agreement between the parties and supercede any prior or contemporaneous written or oral agreements thereon. In the event of any inconsistency or conflict developed under this Purchase Order, such inconsistency or conflict shall be resolved by the following descending order of preference: (1) handwritten changes to the Purchase Order provided such changes are initialed by both Seller and RSA Security; (2) the typed provisions set forth in this Purchase Order; (3) any documents incorporated by reference on the first page of this Purchase Order; (4) preprinted or standard terms and conditions either set forth herein or referenced in the Purchase Order; (5) statement of work (if applicable); and (6) specifications/drawings attached hereto or incorporated by reference.

2. Shipping Instructions
(a) Unless otherwise specified on the front page of the Purchase Order, all goods shall be shipped FOB destination, and final inspection, acceptance, passage of title and risk of loss of goods shall be such destination.
(b) Seller shall be responsible for ensuring the proper packaging of materials provided hereunder.
(c) Unless otherwise directed in writing, all items shipped in one day from and to a single location must be consolidated on one bill of lading or airbill, as appropriate.
(d) Unless otherwise approved in writing in advance, freight cost shall be the most economical means to satisfy “best commercial practice,” and such cost must be segregated and identified on the corresponding invoice.
(e) No charges shall be allowed for packing, crating, local cartage and/or any other services unless so specified by RSA Security in writing.
(f) The Purchase Order number must appear on correspondence, shipping labels and shipping documents, including packing lists, bills of lading and airbills.

3. Payment Terms and Taxes
Invoices must be rendered to the address specified on the first page of this Purchase Order. Invoices are payable such number of days set forth under “Terms” on the first page of this Purchase Order from the later of (a) receipt by RSA Security of goods or render of services or (b) receipt by RSA Security of an appropriate invoice. Payment of invoices shall not constitute acceptance of goods or services and shall be subject to adjustments for shortages, defects and/or other failures of Seller to meet the requirements of this Purchase Order. Seller shall pay all local, state, and federal excise, sales and use taxes when applicable (unless otherwise agreed to in writing by RSA Security). All such agreed to taxes paid by RSA Security in association with this Purchase Order shall be segregated and itemized on Seller’s invoice. RSA Security is not obligated for any charges beyond the amounts set forth on the first page of this Purchase Order unless such charges are authorized pursuant to Section 5 below.

4. Delivery: Notice of Delay
(a) Time is of the essence for this Purchase Order, and no acts of RSA Security, including without limitation modification of this Purchase Order or acceptance of late deliveries, shall constitute waiver of this provision. RSA Security also reserves the right to refuse or return at Seller’s risk.

V.1.1 (Rev. 06/2003)
and expense shipments made in excess of RSA Security's orders or in advance of required schedules, or to defer payment on advance deliveries until scheduled delivery dates.

(b) Seller shall notify RSA Security in writing immediately of any actual or potential delay to the performance of this Purchase Order, and such notice shall include a revised schedule and shall not constitute a waiver of RSA Security's rights and remedies hereunder.

5. Changes
(a) RSA Security has the right by written order to suspend work or to make changes from time to time in the services to be rendered or the materials to be furnished by Seller hereunder or the delivery date. If such suspension or changes cause an increase or decrease in the cost of performance of this Purchase Order or in the time required for its performance, an equitable adjustment shall be negotiated promptly, and the Purchase Order shall be modified in writing accordingly. Any claim by Seller for adjustment under this clause must be asserted in writing within thirty (30) days from the date of receipt by Seller of notification of the change or suspension, and shall include sufficient cost detail information to allow RSA Security to assess the reasonableness of any proposed cost adjustment.
(b) Seller shall continue performance of any work under this Purchase Order that has not been suspended or terminated pending settlement of any outstanding claim submitted hereunder.

6. Termination for Convenience
RSA Security may, by written notice, direct Seller to terminate (a) this Purchase Order and/or (b) work under this Purchase Order in whole or in part at any time, and such termination shall not constitute default. In such event, unless Seller has defaulted or been in default of performance hereof, RSA Security and Seller have all rights and obligations accruing to it both at law and in equity, including RSA Security's rights to title and possession of goods paid for. RSA Security shall reimburse Seller for actual, reasonable and substantiated costs. RSA Security may take immediate possession of all work so performed upon written notice of termination.

7. Termination for Default
RSA Security may, by written notice, direct Seller to terminate this Purchase Order or work under this Purchase Order in whole or in part at any time for breach of one or more of its material terms, which breach is not cured within ten (10) business days of such written notice.

8. Bankruptcy
If Seller becomes insolvent, makes an assignment for the benefit of creditors or a bankruptcy proceeding is implemented against it, then RSA Security, in addition to any rights or remedies which it may be entitled to hereunder, may terminate this Purchase Order immediately on written notice to Seller.

9. Proprietary Rights
(a) Unless otherwise expressly agreed in writing to the contrary, all documentation, specifications, information, drawings, software or other items delivered by one party to the other party shall be provided on a non-proprietary basis, and may be used and/or disclosed without restriction.
(b) If either party is required to provide proprietary information to the other party to deliver the materials or services authorized under this Purchase Order, RSA Security and Seller shall execute a mutual non-disclosure agreement to govern the exchange and disclosure and use of such information.

10. RSA Security's Property
All items that result from or relate to services performed under this Purchase Order ("Work Product") shall be at all times considered a work made for hire (as that term is defined under U.S. copyright law) and shall, upon creation, be the sole and exclusive property of RSA Security. Title to all proprietary rights, including but not limited to copyrights, trademarks, service marks, patents and trade secrets in the Work Product is with, and shall remain with, RSA Security. No license or other rights in the Work Product is granted hereby. To the extent that any Work Product, under applicable law, may not be considered works made for hire, Seller hereby agrees to assign and does assign to RSA Security all copyright, trademark, service mark, patent, trade secret and other intellectual property and proprietary rights in such Work Product, without the necessity of any further consideration, and RSA Security shall be entitled to obtain and hold the same in its own name. Seller agrees to cooperate with RSA Security in perfecting such assignment of rights.

V.1.1
(Rev. 06/2003)
11. Release of Information
Seller shall not publish any information developed under this Purchase Order, nor distribute it, nor issue any news release, advertisement, publicity or promotional material about the existence or subject matter of the Purchase Order without prior written consent of RSA Security.

12. Warranties
Seller represents, warrants and covenants that
(a) all goods shall (i) be new; (ii) be free of all liens, encumbrances and other claims against title; (iii) be free from defects in materials, workmanship and design and conform to all applicable specifications and documentation for the longer of (A) one (1) year following the date of acceptance of goods by RSA Security, (B) Seller's standard warranty period or (C) Seller's quoted warranty period; and (iv) be merchantable, suitable and sufficient for their ordinary use, safe and appropriate for the purpose for which they are normally used.
(b) all services shall be performed in a professional, good and workmanlike manner by qualified personnel consistent with industry standards.
(c) all goods to be furnished and the services to be rendered under this Purchase Order shall (i) comply with all relevant federal, state and local laws and regulations and (ii) be free and clear of infringement of any patent, copyright, trademark, trade secret or other intellectual property right held by any third party.

The representations, warranties and covenants provided by Seller in this Section 12 may be passed through by RSA Security to customers or end-users, subject to the limitations set forth in Section 13(b).

EXCEPT AS SET FORTH ABOVE: SELLER DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE GOODS AND SERVICES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

13. Remedies and Limitation of Liability
(a) In the event of Seller's default or breach hereunder, RSA Security may exercise any or all rights accruing to it at law or in equity. The rights of both parties hereunder shall be in addition to their rights at law or in equity. Failure of RSA Security to enforce any of its rights shall not constitute a waiver of such rights or of any other rights. Notwithstanding the above, either party may seek injunctive relief in any court of competent jurisdiction against improper use or disclosure of confidential or proprietary information.
(b) EXCEPT FOR A CLAIM PURSUANT TO SECTION 14(C), IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR INDIRECT DAMAGES, OR LOST BUSINESS PROFITS, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF WARRANTY OR OTHERWISE, EVEN IF SUCH PARTY HAD BEEN ADVISED OF THE POSSIBILITY OF THE SAME.

14. Indemnity
Seller shall defend, indemnify, and hold harmless RSA Security and its affiliated companies, directors, officers, employees, and agents from any claim, liability, suit, action, expense, loss, or damage whatsoever (including reasonable attorney's fees and expenses) arising out of or in any way connected with:

a) Seller's failure to comply with applicable Federal, state and local laws and regulations;
b) The negligence or willful misconduct of Seller and/or its officers, directors, employees, agents, subcontractors and independent contractors and their respective successors and permitted assigns; or
c) A claim or suit alleging infringement of any patent, copyright, trademark, trade secret, or other intellectual property right held by any third party. Where the alleged infringement is limited to goods or services that were provided in strict conformance to specifications furnished by RSA Security, and not originating with Seller, Seller shall have no duty to defend and indemnify RSA Security. However, Seller shall provide RSA Security with reasonable cooperation in the investigation and defense of any such claim.
15. Insurance
In addition to any additional insurance required on the first page of this Purchase Order, if the Seller is providing services, Seller shall maintain (a) Workers’ Compensation Insurance, to the statutory limits, covering all of its employees to apply in the jurisdiction where work is to be performed; (b) comprehensive commercial general liability insurance in the amount of $1,000,000 covering all operations; and (c) automobile liability insurance in the amount of $1,000,000 including coverage for all owned, hired, and non-owned vehicles. Upon written request from RSA Security, Seller shall provide RSA Security with one or more certificates of insurance demonstrating such coverage.

16. Assignments and Right of Set Off
Seller may not assign or otherwise transfer or subcontract any rights or obligations due or to become due under this Purchase Order without the prior written consent of RSA Security. RSA Security may assign this Purchase Order to: (i) any affiliated company, (ii) any successors in interest, or (iii) any of RSA Security’s customer or end-users. RSA Security shall have the right at any time to set off any amount owing to Seller or any of its subsidiaries pursuant to this Purchase Order or any other contractual agreement between RSA Security and Seller or their respective subsidiaries and/or affiliates.

17. Governing Law/Disputes
(a) This Purchase Order shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts without reference to (i) its conflicts of law principles or (ii) the United Nations Convention on Contracts for the International Sale of Goods. This Purchase Order shall be construed in accordance with the English language.
(b) Any controversy or claim arising out of or relating to this Purchase Order or the breach thereof may be settled at RSA Security’s sole discretion either by submitting the claim to (i) a court of competent jurisdiction in the Commonwealth of Massachusetts or (ii) binding arbitration in Boston, Massachusetts in accordance with the commercial arbitration rules of the American Arbitration Association. Judgment upon the award rendered by the Arbitrator may be entered in any Court having jurisdiction thereof. The Arbitrators’ award may include compensatory damages against either party but under no circumstances will the Arbitrator be authorized to nor shall the Arbitrator award punitive damages or multiple damages against either party. RSA Security reserves the right to abandon arbitration and pursue any available legal or equitable remedy in the event that Seller does not comply with a demand for arbitration within sixty (60) days of notice.
(c) Pending resolution or settlement of any dispute arising under this Purchase Order, Seller shall proceed diligently as directed by RSA Security with the performance of this Purchase Order.

18. Miscellaneous
The invalidity in whole or in part of any provision hereof shall not affect the validity of any other provision. Notwithstanding anything to the contrary in this Purchase Order, the provisions of Sections 10, 11, 12, 13, 14, 17, and this Section 18 shall survive any expiration or termination of this Purchase Order. All notices and demands of any kind or nature relating to this Purchase Order shall be in writing and may be served personally or by private mail service (e.g., FedEx) if a confirmation of delivery is obtained, in either case to the addresses shown on the first page of this Purchase Order. Copies of all notices to RSA Security shall be sent to the attention of its General Counsel. Either party may, by notice in writing to the other party, designate a different address to which all further notices or demands are thereafter to be addressed. The parties agree to do such further acts and to execute and deliver such additional agreements and instruments from time to time as the other may at any time reasonably request in order to assure and confirm unto it its rights, powers and remedies under this Agreement.