

ONE-OFF RESELLER AGREEMENT

THIS ONE-OFF RESELLER AGREEMENT (“AGREEMENT”) CONSTITUTES A BINDING CONTRACT BETWEEN THALES AND RESELLER TO GOVERN THE SALE BY THALES AND PURCHASE BY RESELLER OF THE PRODUCTS AND/OR SERVICES SPECIFIED IN THE APPLICABLE THALES QUOTE.

BY ACCEPTING THIS AGREEMENT, EITHER BY PLACING AN ORDER FOR THE PRODUCTS AND/OR SERVICES SPECIFIED IN THE APPLICABLE THALES QUOTE, OR BY SIGNING THE THALES QUOTE, RESELLER AGREES TO BE BOUND BY AND COMPLY WITH THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT.

THIS AGREEMENT IS CONDITIONAL UPON, AND CAN BE ACCEPTED ONLY ON THE TERMS AND CONDITIONS SPECIFIED IN THIS AGREEMENT. ANY TERMS AND CONDITIONS PROPOSED BY RESELLER THAT ADD TO, VARY FROM, OR CONFLICT WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT, ARE HEREBY OBJECTED AND REJECTED BY THALES. THIS AGREEMENT MAY NOT BE ALTERED, SUPPLEMENTED, OR AMENDED WITHOUT THALES PRIOR WRITTEN CONSENT.

IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY, ORGANIZATION OR ANOTHER LEGAL ENTITY (A “RESELLER”), YOU ARE AGREEING TO THIS AGREEMENT ON BEHALF OF RESELLER AND REPRESENTING TO THALES THAT YOU HAVE THE AUTHORITY TO BIND RESELLER TO THIS AGREEMENT, IN WHICH CASE THE TERMS “YOU,” “YOUR” OR A RELATED CAPITALIZED TERM HEREIN SHALL REFER TO RESELLER. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THIS AGREEMENT, YOU MUST NOT ACCEPT THIS AGREEMENT AS DESCRIBED ABOVE.

1. DEFINITIONS

- 1.1. **“Affiliate”** with respect to THALES e-Security, Inc., means Thales UK Ltd and THALES Transport & Security (Hong Kong) Limited; with respect to THALES UK Limited, Affiliate means THALES e-Security, Inc. and THALES Transport & Security (Hong Kong) Limited; with respect to THALES Transport & Security (Hong Kong) Limited, Affiliate means THALES e-Security, Inc. and Thales UK Ltd.
- 1.2. **“Documentation”** means the user documentation, release notes, and installation guides provided by THALES for the Products.
- 1.3. **“Intellectual Property Rights”** means all intellectual property rights worldwide arising under statutory or common law or by agreement and whether or not perfected, now existing or hereafter filed, issued, or acquired, including all: (a) patent rights and patent applications (“patents”); (b) rights associated with works of authorship including copyrights, copyright registrations and application for copyright registration, “moral” rights and mask work rights (all “copyrights”); (c) rights relating to the protection of trade secrets, know-how and Confidential Information; and (d) trademark and trade name rights and similar rights.
- 1.4. **“End User”** means the end user entity identified in the applicable THALES Quote.
- 1.5. **“EULA”** means the End User License Agreement for each Licensed Product as provided by THALES and as amended from time to time by THALES in its sole discretion. Prior to the sale and/or license of Products to an End User, RESELLER shall notify the End User in writing that End User’s use of the Products is subject to the terms of the applicable EULA. THALES may change the URL for entering into the EULA from time to time without further notice.
- 1.6. **“Hardware Products”** means, individually or collectively, those hardware products of THALES set forth in the applicable THALES Quote, which THALES may modify from time to time in its sole discretion (as new products become available or products are removed as obsolete) and that operate in conjunction with the Licensed Products.
- 1.7. **“Licensed Product”** means, individually or collectively, the software products (“Software Products”) set forth on the applicable THALES Quote software installed on Hardware Products and Documentation, separately or as part of the Combined Product(s). The Licensed Products also include any software improvements to Licensed Products delivered to RESELLER hereunder.

- 1.8. **“Products”** means Hardware Products and Licensed Products purchased or licensed separately or in combination (“Combined Products”) by RESELLER. These Products can be part of the Combined Product(s) that shall be offered for sale or sublicense by RESELLER, together with related services, if any, to End Users.
- 1.9. **“Services”** means training, product installation and commissioning and/or maintenance, and technical support set forth in the applicable THALES Quote.
- 1.10. **“Thales”** means the THALES entity specified in the applicable THALES Quote.
- 1.11. **“THALES Quote”** means the quote issued by THALES to RESELLER in writing, by electronic communication, or by any other method of communication, identifying the Products and Services and applicable Prices.

2. **SCOPE OF THE AGREEMENT**

The purpose of this Agreement is the sale of Products and/or Services in view of RESELLER's sale to the End User within the Territory according to the applicable THALES Quote. During the Term of this Agreement, THALES hereby appoints RESELLER and RESELLER hereby accepts the appointment as a non-exclusive authorized reseller solely for the distribution of the Products and/or the performance of Services to the End-User within the Territory. Each party is an independent contractor with respect to the other. Nothing herein shall create an exclusive relationship, agency, joint venture, partnership, or other like arrangement between the parties.

3. **TERM AND DURATION**

The "Effective Date" of this Agreement shall be the date that Your Order is accepted by an authorized representative of THALES as specified in Section 4.3 of this Agreement, and shall be in effect until the delivery of the Products or completion of the Services whichever is later, unless sooner terminated in accordance with Section 12 of this Agreement.

4. **PURCHASE ORDERS**

4.1 Ordering Procedure.

4.1.1 As a minimum, Orders shall include the following information: (a) description and marketing part number of Products to be purchased; (b) quantity of each item; (c) unit price; (d) specific requested delivery date; (d) destination and prime contact and phone number; (e) billing address, contact and phone number; and (f) description of the Services (if any). In addition, RESELLER must provide an End User statement setting forth: (a) the exact name of the End User; (b) the geographic location of the End User; and (c) the intended use of the Products by the End User.

4.1.2 Orders shall be addressed to the THALES entity specified in the applicable THALES Quote.

THALES e-Security, Inc.

900 S Pine Island Rd.
Plantation, FL 33324, U.S.A.

Email address: AMSOOrders@thalesesec.net

THALES UK Limited

Meadow View House
Crendon Industrial Estate
Aylesbury, Buckinghamshire, HP18 9EQ
United Kingdom

Email address: salesadmin@thales-esecurity.com

THALES Transportation & Security (Hong Kong) Limited

Thales Transport & Security (Hong Kong) Limited
Units 4101-03, 41/F, Sunlight Tower

248 Queen's Road East, Wanchai, Hong Kong
Tel: +852 2815 8633
Fax: +852 2815 8141
Email address: AsiaOps@THALESESEC.NET

- 4.2 Order Placement. Orders placed by RESELLER are non-cancellable, firm and binding on RESELLER once received by THALES.
- 4.3 Order Acknowledgment. No Order shall be deemed to be accepted by THALES until a written Order Acknowledgement is provided by THALES according to the terms of this Agreement, or upon signature of the THALES Quote by RESELLER (in each case, an "Order Acknowledgment"). The Order Acknowledgement may provide indicative delivery lead times.

5. PRICES AND PAYMENT TERMS

Prices shall be those specified in the applicable THALES Quote to RESELLER (the "Prices"). RESELLER shall establish the actual resale price of the Products and/or Services to the End User. Nothing herein shall be deemed or implied to constitute a requirement or instruction given by THALES to RESELLER with respect to the resale price of the Products or Services. Prices are exclusive of any value added or other applicable sales taxes. RESELLER shall pay all taxes, levies, and duties (now or hereafter imposed by any taxing authority) in any way associated with the Products obtained hereunder or otherwise related to this Agreement or any activities hereunder, other than taxes on or measured by the income of THALES unless a tax exempt certificate is provided. THALES will invoice upon shipment. Payment is due thirty (30) days from date of the invoice. Any late payment will bear interest at a rate of one percent (1%) per month, or such other greater or lesser rate as may be required by applicable law, and the accrued interest shall run on any past due, and RESELLER agrees to pay any such late payment charge without dispute. THALES reserves the right to set-off any amounts owed by THALES to RESELLER or suspend performance of all future orders from RESELLER until such payment is made in full, and THALES shall have no liability hereunder for any such suspension or set-off. THALES reserves the right to change or limit the amount or duration of any credit allowed or provided to RESELLER without further notice. RESELLER shall provide payments to THALES in the currency specified in the applicable THALES invoice.

6. DELIVERY

THALES shall deliver the Products Ex Works (EXW) (Incoterms 2010) at THALES' designated shipping facility. Title and risk of loss shall pass to RESELLER as per the applicable Incoterm. Acceptance of the Products shall occur upon delivery to the common carrier. In the absence of instructions, THALES will select the carrier of its choice. In no event will THALES assume any liability in connection with the shipment, nor shall the carrier be considered an agent of THALES. Delivery dates specified in any RESELLER documentation or any Order are estimates only. THALES will ship the Products to destinations located only within the approved Territory. Unless otherwise stated in the applicable EULA of the Licensed Product, THALES shall make available the Licensed Products for electronic download by the End User. THALES shall provide the Services as described in the relevant services agreement. All dates and times for the provision of Services are estimates only. THALES shall not have any liability for delay or for any damages or losses sustained by RESELLER as a result of such dates or times not being met.

7. WARRANTY

Products delivered under this Agreement are supported by THALES' standard warranty accompanying the Products. THALES WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED OR ARISING BY STATUTE, CUSTOM OR TRADE USAGE, WITH RESPECT TO THE PRODUCTS, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, NON-INFRINGEMENT, QUALITY AND FITNESS FOR A PARTICULAR PURPOSE. THALES' EXPRESS WARRANTY SHALL NOT BE ENLARGED, DIMINISHED OR AFFECTED BY, AND NO OBLIGATION OR LIABILITY SHALL ARISE OUT OF THALES RENDERING TECHNICAL OR OTHER ADVICE OR SERVICE IN CONNECTION WITH THE PRODUCTS. THALES MAKES NO WARRANTY AS TO THE SECURITY PROVIDED BY ANY PRODUCT.

8. CONFIDENTIALITY

RESELLER acknowledges that during the Term of this Agreement RESELLER may have access to information and materials about THALES and its Products, including but not limited to, source code information, documentation, ideas, algorithms or information contained therein, trade secrets, product plans, costs, prices, customer names, non-published financial information, marketing plans, business opportunities, personnel, research, development or know-how. RESELLER acknowledges that all such information constitutes THALES Confidential Information. RESELLER shall: (a) protect THALES Confidential Information from unauthorized disclosure; (b) use the same degree of care that RESELLER uses to protect its own confidential information; (c) not disclose THALES Confidential Information to third parties without the prior written consent of THALES; and (d) not use THALES's Confidential Information for purposes other than that which is necessary for RESELLER to perform its obligations under this Agreement. THALES Confidential Information shall include any information THALES provides to RESELLER, either verbally, in writing, by electronic communication, or by any other method of communication. As used herein, THALES Confidential Information does not include any information which: (a) is or becomes generally available to the public other than as a result of the commission of a breach of the Agreement by the RESELLER; (b) is previously known by RESELLER or is hereafter furnished to RESELLER by a third party as a matter of right and without restriction on disclosure; or (c) is developed independently by RESELLER without use of or reference to any THALES Confidential Information. Upon termination of the Agreement, RESELLER shall promptly notify THALES of all THALES Confidential Information in its possession and at the request of THALES, and in accordance with THALES' instructions, shall promptly deliver or cause to be delivered to THALES all such THALES Confidential Information. Upon THALES request, RESELLER shall destroy or return to THALES all documents and materials (and any copies) containing, reflecting, incorporating or based on any information provided by or on behalf of THALES under or in connection with this Agreement, erase all such material from RESELLER's computer and communications systems and devices, and certify in writing to THALES that it has done so. Except as otherwise required by applicable law, RESELLER shall not make public the existence or the terms of the quote, Order or this Agreement without the prior written consent of THALES. This Section 8 shall survive termination of the Agreement.

9. PRODUCT LICENSE

License rights are limited to those expressly granted by this Agreement and by the licensing terms and conditions specified in the applicable EULA. License rights specified in the applicable EULA to any Licensed Product shall be granted directly to End Users. The source code of the Licensed Product(s) is a confidential trade secret of THALES. This Agreement shall not be considered to be a sale of any Intellectual Property Rights of THALES or other proprietary interests of THALES embodied in the Products, Services or Licensed Product or component thereof (or any copy, derivative work, upgrade, update, improvement or modification thereof). RESELLER agrees: to (a) respect and not remove or conceal from view any copyrights notice or trademark, whether belonging to THALES, its licensors or suppliers of THALES; and (b) not to reproduce any such copyright notice or trademark on all copies of the software, the documentation, or any portion thereof. THALES offers an elliptic curve cryptography (ECC) activation feature on some nShield product line Products. If RESELLER desires to purchase any of the nShield product line Products with ECC activated, RESELLER agrees that the use of ECC is subject to the following license terms and restrictions:

- a) the use of ECC by the End User is limited to storing cryptographic keys and the performance of cryptographic operations in a hardware environment together with the management and issuance of digital certificates by a registration authority or certificate authority provided such certificates are either: (i) solely for the internal use of the registration authority; or (ii) are solely for the internal use of an enterprise that is hosted by a registration authority or certificate authority; and
- b) for the avoidance of doubt, no right is provided to ECC as part of a third party service provider for the purpose of acting as a commercial registration authority or certificate authority as part of a commercial service offered by an enterprise, either as a vendor of digital certificates or in the provisioning of certificates for use in a commercial service. RESELLER agrees to notify End Users who desire to use ECC in the manner prohibited by this provision to contact Certicom Corp., www.certicom.com, to obtain the required license rights.

10. GENERAL INDEMNIFICATION

Subject to Section 11 ("Limitation of Liability"), RESELLER will defend, indemnify and hold harmless THALES, THALES' Affiliates, and their officers, employees, shareholders and agents from and against all losses, damages, claims, liabilities and expenses (including attorneys' fees and costs), whether based in

contract or tort (including strict liability), to the extent arising out of or resulting from: (a) RESELLER's negligent acts or omissions, or those of persons furnished by it; (b) RESELLER's breach of this Agreement; (c) assertions under Workers' Compensation or similar laws made by persons furnished by RESELLER; or (d) any claims raised by a third party relating to any promises, warranties, or representations made by RESELLER to any third party in violation of this Agreement. THALES will promptly notify RESELLER of any written claim, loss or demand for which RESELLER may be responsible under this provision and will cooperate with RESELLER to facilitate the defense or settlement of the claim. RESELLER will keep THALES reasonably apprised of the continuing status of such claim, including any lawsuit resulting therefrom, and will permit THALES, at its expense, to participate in the defense or settlement of such claim. RESELLER will have final authority regarding defense and settlement.

11. LIMITATION OF LIABILITY

IN NO EVENT WILL THALES OR RESELLER, BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND OR TYPE, INCLUDING, BUT NOT LIMITED TO LOSS OF PROFITS OR REVENUE, LOSS OF DATA, LOSS OF BUSINESS, LOSS OF USE OF THE PRODUCT(S) OR SERVICE(S) OR ANY ASSOCIATED PRODUCT(S) OR SERVICE(S), OR COST OF SUBSTITUTED FACILITIES, PRODUCTS OR SERVICES WHICH ARISE OUT OF EITHER PARTY'S PERFORMANCE OR FAILURE TO PERFORM ANY OBLIGATION CONTAINED WITHIN THIS AGREEMENT OR WITH USE, OR INABILITY TO USE, PRODUCT, SOFTWARE AND/OR FIRMWARE, WHETHER THE CLAIM FOR DAMAGES IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. EXCEPT FOR CLAIMS FOR PERSONAL INJURY OR DEATH TO THE EXTENT CAUSED BY EITHER PARTY'S GROSS NEGLIGENCE, FOR FRAUD OR FRAUDULENT MISREPRESENTATION, FOR THE CONFIDENTIALITY PROVISIONS SPECIFIED HEREIN OR FOR ANY OTHER LIABILITY WHICH MAY NOT BE EXCLUDED BY LAW, EITHER PARTY'S MAXIMUM LIABILITY FOR ANY CLAIM FOR DAMAGES RELATING TO EITHER PARTY'S PERFORMANCE OR NON-PERFORMANCE UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO THE LESSER OF EITHER PARTY'S ACTUAL DAMAGES OR THE COST OF THE PRODUCT OR SERVICES GIVING RISE TO THE LIABILITY.

12. TERMINATION

This Agreement may be terminated as follows: (a) by THALES without cause, at any time subsequent by giving the other party fifteen (15) business days' prior written notice; or (b) by either party at any time immediately after a material breach of this Agreement by the breaching party provided that such breach is not cured within such period.

13. COMPLIANCE WITH LAWS

RESELLER shall be solely responsible for and shall comply with all applicable laws, ordinances, rules and regulations imposed by any country or subdivision thereof applicable in connection with RESELLER's performance under this Agreement, including but not limited to laws and regulations applicable to: (a) the import and export of the Products or Services, (b) the U.S. Foreign Corrupt Practices Act, the UK Bribery Act or any other laws or regulations regarding corruption or bribery, (c) the use of deceptive or misleading practices, or (d) the privacy of users of personally identifiable information and the collection, storage, transfer and any other processing of any personally identifiable information collected or used by RESELLER in any manner or maintained by third parties having authorized access to such information. RESELLER shall indemnify and hold THALES or its affiliates harmless from and against any and all claims, damages and liabilities asserted by any person or entity against THALES or its affiliates in connection with any acts or omissions of RESELLER or third parties acting on RESELLER's behalf which constitute a breach of this Section 13. This provision shall survive any termination or expiration of this Agreement.

14. EXPORT CONTROL

All Products and Services sold or licensed pursuant hereto, are subject to applicable export and re-export control and trade and economic sanctions laws (the "Export Laws"), including the Export Administration Regulations maintained by the U.S. Department of Commerce (the "EAR"), trade and economic sanctions maintained by the Treasury Department's Office of Foreign Assets Control ("OFAC"), export control regulations maintained by the U.K. Government and the European Union and any applicable anti-boycott compliance regulations.

15. GOVERNING LAW AND DISPUTE RESOLUTION

If the THALES entity under the applicable THALES Quote is THALES e-Security, Inc., any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation shall be governed by and construed in accordance with the laws of the State of New York, U.S.A., without regard to its conflict of laws provisions. Any suit regarding this Agreement must be brought in a court of competent jurisdiction in the county where the THALES entity which is a party to this Agreement is located. The parties hereby consent and submit to the personal jurisdiction of such state or federal courts for the purpose of litigating any such action.

If the THALES entity under the applicable THALES Quote is THALES UK Limited, any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation shall be governed by and construed in accordance with the laws of England & Wales. Any dispute or claim arising out of or in connection with this Agreement, including without limitation the determination of the scope or applicability of this Agreement to arbitrate, shall be settled by arbitration in accordance with the Arbitration Rules of the International Chamber of Commerce ("ICC") by three arbitrators appointed in accordance with said Rules. The arbitration shall be administered by the ICC. The arbitration shall be held in London and shall be conducted in the English language. Either party may seek interim or provisional relief in any court of competent jurisdiction if necessary to protect the rights or property of that party pending the appointment of the arbitrator or pending the arbitrator's determination of the merits of the dispute. The arbitration award will be final and binding upon the parties, and any judgment on the award rendered by the arbitration may be entered by any court having jurisdiction thereof.

If the THALES entity under the applicable THALES Quote is THALES Transportation & Security (Hong Kong) Limited, any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation shall be governed by and construed in accordance with the Basic Law of the Hong Kong Special Administrative Region of the People's Republic of China and any dispute or claim arising out of or in connection with this Agreement, including the determination of the scope or applicability of this Agreement to arbitrate, shall be settled by arbitration in accordance with the Arbitration Rules of the International Chamber of Commerce ("ICC") by one arbitrator appointed in accordance with said Rules. The arbitration shall be administered by the ICC. The arbitration shall be held in Singapore and shall be conducted in the English language. Either party may seek interim or provisional relief in any court of competent jurisdiction if necessary to protect the rights or property of that party pending the appointment of the arbitrator or pending the arbitrator's determination of the merits of the dispute. The arbitration award will be in writing and will specify the factual and legal basis for the award. The arbitration award will be final and binding upon the parties, and any judgment on the award rendered by the arbitrator may be entered by any court having jurisdiction thereof.

16. NOTIFICATIONS

All notices, requests and demands, and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given, made, and received only: (a) upon delivery, if delivered personally to a party; or (b) one business day after deposit if delivered to a nationally recognized courier service offering guaranteed overnight delivery. All such communications shall be sent to the address set forth in the applicable THALES Quote, and specifically for THALES to the addresses specific in Section 4.1.2 of this Agreement with a copy to legal.contracts.global@thalesesec.net.

17. MISCELLANEOUS

17.1 Assignment. Neither party may assign this Agreement or any right hereunder without the prior written consent of the other party. Any attempt to assign any rights, duties or obligations which arise under this Agreement, without such permission, shall be void. Notwithstanding the foregoing, THALES may assign this Agreement to any of its affiliates or to a successor corporation in connection with the sale of all or substantially all of THALES' stock or assets to which this Agreement relates.

17.2 No Waiver. Any waiver or forbearance shall be valid only if in writing. No waiver by a party of any default shall operate as a waiver of any other default or of the same default on a future occasion. No delay, course of dealing or omission on the part of one party in exercising any right or remedy shall operate as

a waiver thereof, and no single or partial exercise by such party of any right or remedy shall preclude any other or further exercise thereof or the exercise of any other right or remedy.

- 17.3 Severability. If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, provided such provisions still express the intent of the parties. If the intent of the parties cannot be preserved, the Agreement shall either be renegotiated or rendered null and void.
- 17.4 Non-exclusive remedies. No remedy conferred by this Agreement is intended to be exclusive of any remedy, except as expressly provided, and each and every remedy shall be cumulative and in addition to every other remedy given under this Agreement, now or in the future existing in law or in equity or by statute or otherwise.
- 17.5 Right of Third Parties. This Agreement is not made for the benefit of, nor shall any of its provisions be enforceable by any person other than the parties to this Agreement and their respective successors and permitted assignees.
- 17.6 Entire Agreement. This Agreement represents the entire agreement between the parties in relation to the subject matter and supersedes any previous agreement whether written or oral between the parties in relation to that subject matter. Accordingly, all other conditions, representations and warranties which would otherwise be implied (by law or otherwise) shall not form part of this Agreement. RESELLER irrevocably waives any right it may have to claim damages and/or rescission for: (a) any misrepresentation not contained in this Agreement; or (b) any breach of any warranty or undertaking (other than those contained in this Agreement) whether express or implied, statutory or otherwise, unless such misrepresentation, warranty or undertaking was made fraudulently.