END USER LICENSING AGREEMENT (EULA)

PLEASE READ THIS DOCUMENT CAREFULLY BEFORE USING THIS SOFTWARE

A.   DEFINITIONS:

"SOFTWARE" shall mean the SOFTWARE program RSA Business Solutions and/or RSA eBusiness Solutions and any related materials furnished with it.

"RSA" shall mean 174386 CANADA INC (dba RSA SOFTWARE) 2808 Jolicoeur, Montreal Quebec CANADA H4E 1Y9.

"CUSTOMER" shall mean the original purchaser OR a SasS subscriber, either an individual or company.

"USERS" refers to the number of users who concurrently connect to the SOFTWARE at one time.

"SasS" shall mean SOFTWARE as a SERVICE, where the CUSTOMER accesses the SOFTWARE via the Internet and pays a monthly subscription.

"DATA" shall mean the CUSTOMER'S data, stored on RSA's server, when the CUSTOMER uses the SOFTWARE in a SasS format.

 "COMPUTER" shall mean a single user computer and/or a network server which has other workstations connected to it.

"EULA" shall mean this End User Licensing Agreement, which shall represent the only agreement between the CUSTOMER and RSA in regards to the use of SOFTWARE. All legal interpretations shall be under the laws of the Province of Quebec, Canada. Any disputes, actions, claims or causes of action arising out of or in connection with this EULA shall be subject to the exclusive jurisdiction of the provincial and federal courts located in Montreal, Quebec. The invalidity or unenforceability of any term or provision of this EULA or the non-application of such term or provision to any person or circumstance shall not impair or affect the remainder of this EULA, and its application to other persons and circumstances and the remaining terms and provisions hereof shall not be invalidated but shall remain in full force and effect. The failure of RSA to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by RSA in writing. This EULA supersedes all prior EULA and RSA reserves the right to modify this EULA at anytime and the changes shall take effect thirty (30) days following notification to the CUSTOMER.

B.   ACCEPTANCE

A license is required for each installation of the SOFTWARE, by purchasing and/or downloading and/or installing and/or using the SOFTWARE, you are acknowledging and agreeing to the terms outlined in this EULA.

C.   ACCEPTABLE USE

RSA hereby grants the CUSTOMER a non-transferable and non-exclusive use of the SOFTWARE on a single COMPUTER for a limited number of USERS as long as the CUSTOMER abides by the terms and conditions of this EULA. In the event that the CUSTOMER uses the SOFTWARE on more than one COMPUTER or exceeds the number of USERS licenses purchased, the CUSTOMER agrees to request from RSA and pay for the required additional licenses. The SOFTWARE is licensed only for the use of the CUSTOMER and the CUSTOMER agrees not to rent, lease, lend or sublicense the SOFTWARE. From time to time, RSA will review a perform a license review. In the event RSA discovers that the CUSTOMER has exceeded either the number of COMPUTERS or USERS licensed, the CUSTOMER agrees to pay RSA for the required licenses retroactively to the date the licenses were exceeded. Failure by the CUSTOMER to pay for the required additional licenses shall be grounds for RSA to TERMINATE this EULA and/or to seek any other legal remedies to which it is entitled.

D.   TRANSFER AND REPRODUCTION:

The CUSTOMER acknowledges that the SOFTWARE is protected by copyright laws. The CUSTOMER agrees to take all reasonable steps and to exercise due diligence to protect the SOFTWARE from unauthorized reproduction, publication, disclosure or distribution.   Unauthorized transfer and/or reproduction of any of these materials included with the SOFTWARE may be a crime subjecting the CUSTOMER to civil and/or criminal prosecution. While the CUSTOMER is permitted to make backup copies of the SOFTWARE, they are strictly prohibited from transferring any copy of the SOFTWARE, by any means, to any other person or organization without the written authorization of RSA. RSA reserves the right to revoke this EULA and/or to seek any other legal remedies to which it is entitled should these conditions be violated.

E.   WITHOUT WARRANTIES

The SOFTWARE is licensed as a commercial product and the CUSTOMER accepts the SOFTWARE "AS IS" and understands that RSA makes no warranty as to its use and/or performance. Certain jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental, consequential or certain other types of damages, so the exclusions set forth above may not apply to you.

F.   LIMITATION OF LIABILITY

RSA's maximum liability for damages for any cause whatsoever arising out of this EULA, regardless of the manner in which claimed or the form of action alleged, is limited to the amount(s) paid to RSA by the CUSTOMER for the license to use the SOFTWARE under the terms of this EULA. If the CUSTOMER uses the SOFTWARE as a Service (via the internet), this amount is determined as the last invoice the CUSTOMER received for online services. This provision shall apply irrespective of any agreement that the CUSTOMER may have with any third party in regards to the use and/or licensing of the SOFTWARE.

In no event shall RSA be liable to the CUSTOMER or any other party for loss of profits or for incidental, indirect, special, or consequential damages arising out of any breach of this agreement, regardless of whether the possibility of such damages has been communicated to RSA and regardless of whether RSA has or gains knowledge of the existence of such damages. The warranties specifically set forth herein shall be in lieu of all expenses, expressed or implied, including the warranties of merchantability and fitness for particular use which is excluded.

G.   SasS (SOFTWARE as a SERVICE) additional terms

If the CUSTOMER uses the SOFTWARE through SasS (via the internet), it is understood and accepted that no system is 100% secure or reliable. The internet is an inherently insecure medium, and the reliability of internet intermediaries, your internet service provider, and other service providers cannot be assured. When you use the SOFTWARE, you accept these risks, and the responsibility for choosing to use a technology that does not provide perfect security or reliability. In particular, if you choose to store information like credit card numbers, banking information, social insurance numbers, trade secrets, pin number, etc in the SOFTWARE, you accept these risks to the security of that information and the ultimate responsibility for its protection.

Although RSA has taken reasonable measures to prevent unauthorized persons from gaining access to your DATA, we cannot foresee or control the actions of third parties. Therefore, use of the SOFTWARE will make you vulnerable to security breaches that you might not otherwise face and could result in the loss of your privacy or DATA. You agree that RSA is not liable for any security breaches resulting from your use of the SOFTWARE. Use of secure passwords and keeping passwords confidential are not the responsibility of RSA or the SOFFTWARE.

The CUSTOMER may add or cancel USERS at any time. The current monthly rates in force at that time will be prorated based on the following days of the month:

DAY 1-7	DAY 8 -15	DAY 16-23	DAY 23-31
100%	75%	50%	25%

The customer may cancel their subscription by giving RSA thirty (30) days written notice. Should there be any remaining prepaid credits, following this cancellation date, RSA will issue a refund within ten (10) days. The CUSTOMER will have thirty (30) days from the cancellation date to download their DATA, after which all copies will be destroyed by RSA.

The CUSTOMER agrees that should they fail to pay in full any invoice for SasS services within forty-five (45) days of the invoice date, that RSA can at its discretion limit the number of hours as well as the number of users that can have access to the SOFTWARE until all outstanding invoices have been paid in full. The CUSTOMER will be notified by email at least twenty-four (24) hours prior to the payment deadline. Access reinstatement may require one (1) business day.

H.   DATA OWNERSHIP/BACKUP

All DATA remains the exclusive property of the CUSTOMER and RSA shall not knowingly distribute or give access to any third parties without the CUSTOMER's written consent. RSA can, if advised by the customer, make a DATA backup every 24 hours and at the CUSTOMERS option, email or FTP it to a location of the CUSTOMERS choice. RSA shall in no way be responsible for any incorrect, missing or corrupt backup and it is the CUSTOMER's entire responsibly to insure the receipt, completeness and integrity of all backup DATA.

Even though RSA does has access to the CUSTOMER's DATA, it will not access or view said DATA, except when requested by the CUSTOMER or its USERS, in its normal duties of supplying software updates and/or support.

I.   SOFTWARE SUPPORT

SOFTWARE support is only provided by RSA by email or telephone from Monday through Friday, 9:30 AM to 5:30 PM Eastern Standard time (excluding Canadian Statutory holidays). While we do our best to respond within four (4) support operating hours to a CUSTOMER'S request, no respond time is implied or guaranteed and that you may be unable to use the SOFTWARE outside these hours.

J.   TERMINATION

This EULA agreement terminates if the CUSTOMER fails to comply with any of its terms and conditions.   If you are notified by RSA in writing that the EULA agreement is terminated, the CUSTOMER must destroy all copies of the SOFTWARE. Termination of this EULA agreement shall not release you from any liability which, at the time of termination, has already accrued or which thereafter may accrue with respect to any act or omission before termination, or from any obligation which is expressly stated in this EULA Agreement to survive termination. The provisions in Sections C,D,E and F shall survive the termination of this AGREEMENT.

K.   PROVINCE OF QUEBEC CLAUSE

It is the express wish of the parties that this agreement and any related documents be drawn up and executed in English. Les parties conviennent que la presente convention et tous les documents s'y rattachant soient rediges et signes en anglais..

Should you have any questions concerning this agreement, please contact RSA by mail at: 2808 Jolicoeur, Montreal, Quebec H4E 1Y9 Canada, by telephone at: +1 (514) 344-2390, or by electronic mail from: http://www.rsasoftware.com

Please print a copy of this agreement for your records