

# BOTTOMLINE TECHNOLOGIES, INC. STANDARD TERMS AND CONDITIONS

PLEASE READ CAREFULLY BEFORE PROCEEDING. THESE STANDARD TERMS AND CONDITIONS ("AGREEMENT") GOVERN USE OF THE ACCOMPANYING SOFTWARE AND THE PROVISION OF SOFTWARE SUPPORT AND MAINTENANCE ("SOFTWARE SUPPORT") AND SERVICES BY BOTTOMLINE TO THE BUSINESS OR GOVERNMENTAL ENTITY ("CUSTOMER") WHICH ACQUIRED THE SOFTWARE AND/OR SERVICES. INSTALLATION OF THE SOFTWARE FORMS A BINDING AGREEMENT BETWEEN CUSTOMER AND BOTTOMLINE TECHNOLOGIES, INC. ("BOTTOMLINE"). IF CUSTOMER DOES NOT ACCEPT AND AGREE TO BE BOUND BY THIS AGREEMENT, CONTACT BOTTOMLINE AND DO NOT INSTALL THE SOFTWARE.

The Software may initially be provided with a temporary unlock code or license key ("License Key") that will cause the Software to cease operation after a predetermined period of time. Customer is responsible for obtaining a permanent License Key, at no additional charge to Customer, from Bottomline prior to expiration of the temporary License Key.

## 1. Document Precedence.

- a) To the extent that Customer has a legally binding licensing agreement executed by both Customer and Bottomline (an "Executed Licensing Agreement"); the terms of this Agreement are subordinate to the terms and conditions of the Executed Licensing Agreement.
- b) To the extent that there is any conflict between the terms of this Agreement and the terms of any Sales Order issued by Bottomline and signed and executed by a representative of the Customer, the terms and conditions printed on the Sales Order shall take precedence over conflicting provision of this Agreement.
- c) This Agreement and, if applicable, the terms printed on the Sales Order and the Executed Licensing Agreement (collectively the "License Terms") form the entire agreement between Bottomline and Customer governing Customer's use of the Software and provision of related services ("Services") and Software Support and cancels any previous agreements or understandings, whether oral, written or implied. If a purchase order, sales confirmation, or other document is issued by Customer as part of the transaction pursuant to which Customer acquired the Software and, related Services (including Software Support and renewals thereof), and such other document includes any additional or different terms or conditions than the License Terms, Customer acknowledges and agrees that all such additional or different provisions are of no effect or under any circumstances binding on Bottomline. Provided however, any price, quantity and payment terms specified on a purchase order will perform part of the agreement between Bottomline and Customer to the extent such terms are not inconsistent with the License Terms. For the avoidance of doubt, any additional or different terms or conditions contained on any purchase order or other document issued by Customer after the formation of this Agreement, including any purchase order that Customer may issue for the renewal of Software Support are objected to by Bottomline without further notice of objection and shall be of no effect or under any circumstances binding on Bottomline.

## 2. Software License Grant.

- a) If Customer has purchased a production server license to the Software (the "Production License"), Bottomline hereby grants to Customer a license to install and use a single active instance of the Software (the "Production System"). An active instance of the Software is a copy of the Software that is in a form available to a processor for operation.
- b) If Customer has purchased a license to C-Series Cash Reporting the quantity of workstations on which the Cash Reporting Client may be concurrently installed is limited to the quantity of Cash Reporting Client licenses purchased by Customer.
- c) If Customer has purchased a production workstation or seat license to the Software (the "Production License"), Bottomline hereby grants to Customer a license to install and use the Software on a single workstation (the "Production System") and access and use the Software product only through the user interface of the Production System, the user interface of any other computer and/or via a network.
- d) For each production component or module license Customer has purchased with Customer's Production License, Bottomline hereby grants to Customer a license to install and use the component or module on the same Production System.
- e) If Customer has purchased a disaster recovery license for the Software and each module or component, Customer may install and use the Software, and each module or component for which a disaster recovery license is purchased, on an additional system which is: i) subject to, and compliant with, all limitations and restrictions applicable to the corresponding Production License/Production System and its components or modules; and ii) used solely for backing up the Production System and operating in production only when the Production System is inoperable.
- f) If Customer has purchased a non-production license for the Software and each component or module, Customer may install and use the Software, and each component or module for which a non-production license is purchased, on a system (the "Non Production System") which is: i) subject to, and compliant with, all limitations and restrictions applicable to the corresponding Production License/Production System and its components or modules; and ii) used solely for design, test, and other non-production purposes. No production use or other use for financial benefit is permitted. Provided however, C-Series Software subject to a non-production license may be operated in place of the Production System if the Production System is inoperable. The Non-Production Software shall not be used for real-time back up of the Production System or operated in an environment which provides for automated fail-over to the Non-Production System if the Production System becomes inoperable.
- g) If the Software is licensed by Bottomline on a **per-user** basis the quantity, and type, of user credential records (i.e. log-in and password) that may be concurrently configured is limited to the quantity, and type, of User Access Licenses acquired by Customer for use with the Production License. Customer is responsible for configuring entitlements for users accessing the Software pursuant to Limited Function User Access Licenses to assure that such users only access the permitted functions.
- h) If the Software is licensed by Bottomline on a **per-client** basis the Software may be configured to concurrently support a quantity of client systems that does not exceed the quantity of Client Licenses acquired by Customer for use with the Production License.
- i) If the Software is licensed on a **per-printer** basis, the quantity of defined printer queues/destinations (including virtual printers) may not exceed the quantity of Printer Licenses acquired by Customer for the Production License.

- j) If the Software is licensed on the basis of any parameter, including but not limited to a quantity or type of system, or a quantity or type of business, with which the Software may interoperate, or operate for, then use of the Software as measured by that parameter may not exceed the quantity of licenses to that parameter acquired by Customer.
- k) If Customer has purchased an evaluation license, Customer may use of the Software solely for evaluation until expiration of the License Key which is typically 30 days. No production use or other use for financial benefit is permitted.
- l) Application components and modules, User Access Licenses, Client Licenses, Printer Licenses, and licenses to other parameters are purchased for use with a particular Production License and may not be transferred between different software products or different instances of the same products operating under different Production Licenses.

## 3. License Conditions and Restrictions.

- a) The licenses granted in Section 2 are: i) subject to Customer's compliance with these License Terms, and full payment of all license fees due to Bottomline; ii) non-exclusive and non-transferable licenses to use the Software solely for Customer's internal purposes which excludes use as part of a product, service, or other value Customer provides to its customers; and iii) subject to any limitations associated with the License Key provided to Customer including, without limitation, restrictions on the number of user credential records that may be concurrently configured, restrictions on concurrent usage, restrictions on the number and/or types of clients (or virtual clients) interfacing with the server, and restriction on the number and/or types of printers (or virtual printers) to which output may be sent. Each License Key may only be used to activate a single concurrent installation of the Software.
- b) It shall be a breach of these License Terms to use the Software for any other purpose other than as licensed, including but not limited to: i) time sharing, operating a service bureau or otherwise providing services to any third party which consist principally of the operation of the Software; ii) use of the Software as part of a product, service, or other value provided to Customer's customers; iii) providing access to the Software or any workstation accessing the Software to any third party for purposes of permitting such third party to utilize the Software; or iv) attempting to defeat any mechanism that causes the Software to cease operation upon expiration of any temporary License Key.
- c) All right title and interest in the Software remains with Bottomline (and any third parties from which Bottomline has acquired its rights to provide the Software). No provision of this Agreement shall be interpreted to pass any title or other ownership interest in the Software to Customer. Customer may not disassemble, decompile, modify, or reverse engineer Software. Customer is authorized to make one (1) un-installed copy of Software to be retained by Customer for back-up purposes only. All copies shall be the property of Bottomline. Customer agrees to reproduce and incorporate all Bottomline proprietary notices in all copies of Software which Customer makes.
- d) Any Software, the rights to which are owned by a third party ("Third Party Software"), that is provided to Customer in conjunction with the Software, including any Third Party Software that may be provided as part of Bottomline's professional services or Software Support, is distributed, not licensed, by Bottomline to Customer. Customer's rights to use the Third Party Software are pursuant to the "break-the-seal license", "click-through license", or other license provided in conjunction with the Third Party Software. If no such license is provided in conjunction with the Third Party Software, the terms and conditions of this Agreement shall apply. Such Third Party Software shall be used only with the Software with which it is procured.

## 4. Warranty.

- a) **Services Warranty.** Bottomline warrants to Customer that the Services will be performed consistent with applicable professional standards recognized in the industry. Bottomline is responsible for the professional quality, technical accuracy, completeness, and coordination of the Services. If Bottomline fails to meet applicable professional standards, Customer's exclusive remedy, and Bottomline's entire liability, shall be to use reasonable efforts to correct any reported errors or deficiencies without additional compensation. Customer must report any deficiency in the Services to Bottomline in writing within thirty (30) days of completion of the Services in order to receive warranty remedies.
- b) **Software Warranty.** Bottomline warrants to the Customer that the Software in the form provided by Bottomline, when used within the scope of and in accordance with this Agreement and the user documentation, will perform substantially in accordance with the user documentation for a period of ninety (90) days from installation of the Software (the "Software Warranty Period"). Upon written notice of a non-conformity, Bottomline agrees to use reasonable efforts to correct any reported non-conformity during the Software Warranty Period. If Bottomline is unable, after reasonable efforts, to correct such non-conformity within sixty (60) days of Customer providing written notice to Bottomline of the non-conformity Customer may terminate the Agreement by written notice to Bottomline with no further liability hereunder as Customer's sole and exclusive remedy for such failure. With respect to termination pursuant to this section, Customer will receive (i) a refund of any paid Software license fees for the non-conforming Software and (ii) a pro-rata refund of any prepaid Maintenance. **THE FOREGOING REMEDY IS EXCLUSIVE, IS SUBJECT TO THE LIMITATIONS SET FORTH HEREIN AND SHALL BE CUSTOMER'S SOLE REMEDY WITH RESPECT TO ANY CLAIM OF BREACH OF THE WARRANTY IN THIS SECTION 4.b) ARISING OUT OF OR RELATING TO THIS AGREEMENT.** Under no circumstances does Bottomline represent, warrant or covenant that that all non-conformities can or will be corrected. The warranty made to Customer under this Section 4.b) does not apply to the extent (i) the Software has been modified by

any party other than Bottomline, or (ii) if the failure of the Software to perform substantially in accordance with the Documentation during the Software Warranty Period can be attributable to (a) improper or unauthorized use of the Software, (b) use of Software in a manner for which it was not designed, or (c) use of Software in combination with equipment, supplies, and/or software not supported by Bottomline. Bottomline is not responsible for loss of any data in transmission, improper transmission by Customer or failure by Customer or any third party to act on any communication transmission to or by Customer through the Software.

- c) THE WARRANTIES IN SECTIONS 4.a) AND 4.b) ABOVE ARE MADE ONLY TO CUSTOMER, AND BOTTOMLINE WILL HAVE NO LIABILITY TO ANY THIRD PARTY WITH RESPECT TO THE SERVICES AND/OR THE SOFTWARE AS A RESULT OF SUCH WARRANTIES. EXCEPT AS PROVIDED IN THIS SECTION 4, BOTTOMLINE PROVIDES THE SOFTWARE, SOFTWARE SUPPORT, AND SERVICES "AS IS." BOTTOMLINE DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND WARRANTIES ARISING OUT OF COURSE OF DEALING OR USAGE OF TRADE. BOTTOMLINE DOES NOT WARRANT THAT THE SOFTWARE WILL OPERATE OR BE AVAILABLE WITHOUT INTERRUPTION, IS ERROR FREE OR WILL CORRECTLY DETECT AND/OR IDENTIFY ALL SECURITY THREATS. BOTTOMLINE MAKES NO WARRANTIES, REPRESENTATIONS OR OTHER AFFIRMATION OF FACT, INCLUDING BUT NOT LIMITED TO STATEMENTS REGARDING SUITABILITY FOR USE WITH THIRD PARTY PRODUCTS, OR PERFORMANCE, RELIABILITY, ACCURACY, RESULTS OR TIMELINESS OF THE SOFTWARE OR SERVICES, WHETHER MADE BY BOTTOMLINE'S EMPLOYEES OR OTHERWISE, WHICH IS NOT CONTAINED IN THIS AGREEMENT. THE FOREGOING DISCLAIMERS WILL APPLY EVEN IF ANY WARRANTY PROVIDED UNDER THIS AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE.

#### 5. Limitations on Liability.

CUSTOMER SHALL BE SOLELY RESPONSIBLE FOR ANY USE OF THE SOFTWARE RESULTS, INCLUDING ANY DATA AND OTHER OUTPUT GENERATED FROM THE SOFTWARE, AND FOR VERIFYING ANY SUCH OUTPUT RESULTING FROM USE OF THE SOFTWARE. CUSTOMER ACKNOWLEDGES THAT THE QUALITY OF SUCH DATA AND OUTPUT AND THE RESULT OF USING THE SOFTWARE ARE DEPENDENT ON THE DATA PROVIDED BY CUSTOMER. CUSTOMER FURTHER ACKNOWLEDGES THAT THE SOFTWARE DOES NOT PROVIDE ADVICE OR RECOMMENDATIONS FOR CORRECT ACTION BUT RATHER SOLELY GENERATES OUTPUT DIRECTLY REFLECTING THE DATA PROVIDED BY CUSTOMER. WITHOUT DEROGATING FROM ANY OF THE ABOVE, IF BOTTOMLINE IS FOUND LIABLE (WHETHER UNDER CONTRACT, TORT, INCLUDING NEGLIGENCE, OR OTHERWISE), THE CUMULATIVE LIABILITY OF BOTTOMLINE FOR ALL CLAIMS WHATSOEVER RELATED TO THE SOFTWARE AND/OR SOFTWARE SUPPORT OR OTHER SERVICES, OR OTHERWISE, ARISING OUT OF THIS AGREEMENT, SHALL NOT EXCEED THE TOTAL FEES PAID BY CUSTOMER TO BOTTOMLINE PURSUANT TO THIS AGREEMENT. NOTWITHSTANDING THE FOREGOING, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY LOST REVENUE, PROFITS OR DATA. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

#### 6. Intellectual Property Indemnification.

- a) Bottomline agrees to defend, at its expense, any suit against Customer based upon a claim that the Software infringes any US patent or copyright, and to pay any settlement, or any damages finally awarded in any such suit. Bottomline's obligations under this section shall not be effective unless Customer: i) notifies Bottomline in writing of any claim or threatened or actual suit within 10 days of knowledge thereof; ii) Customer gives Bottomline full control of the defense and settlement; and iii) Customer provides full cooperation as requested by Bottomline. Customer may participate in the defense at Customer's expense.
- b) Bottomline may, at its own expense, (i) procure for Customer the right to continue to use the Software; (ii) make the Software non-infringing; or (iii) terminate this license to the Software and refund the applicable license fee (subject to three-year straight line depreciation). Bottomline shall have no liability for any claim based on: i) Customer's continued use, after written notification, of a non-current release of the Software so long as a current release was made available to Customer without additional charge, ii) Customer's use of the Software other than in accordance with these License Terms, iii) Customer's combination of the Software with any equipment or software not provided or specified by Bottomline, or (iv) intellectual property rights owned by Customer or any of Customer's affiliates. This Section states Customer's exclusive remedy and Bottomline's sole liability in the event Customer's use of Software infringes on the intellectual property rights of any third party.

#### 7. Term.

- a) Each party's rights and obligations under this Agreement commence on the effective date of the order pursuant to which Customer acquires the licenses to the Software.
- b) If Customer purchased a perpetual license, this Agreement shall continue until terminated in accordance with Clause 7(c). If Customer purchased a license for a limited license term, this Agreement shall automatically terminate: i) at the end of the limited license term or, if renewed, at the end of the last renewal term purchased; or ii) if earlier, in accordance with Clause 7(c).
- c) Customer may terminate any software licenses at any time for convenience by providing Bottomline with written notice of such termination. Bottomline may terminate any or all of its obligations, and any software licenses granted to Customer, for any breach by Customer which is not cured within 10 days of receipt of written notice of such breach. Following the cure period, if material breach remains uncured, termination shall be effective immediately. For the avoidance of doubt, termination for (i) convenience by the Customer or (ii) material breach by Bottomline, under this Section does not entitle Customer to a refund of any fees paid.
- d) Upon termination of software licenses, Customer's rights to use the Software shall immediately cease and Customer shall return all copies of Software and related documentation (and copies thereof) to Bottomline. Termination shall not affect Customer's obligation to pay Bottomline for all amounts due and payable pursuant to outstanding invoices (including fees for services that may have been performed and not yet invoiced). Each party's rights and obligations under Sections 1, 5, 6, 10, and 11 shall survive termination.

#### 8. Software Support.

If Customer purchased Software Support, Bottomline will provide the Software Support in accordance with Bottomline's then applicable Software Support policies and for an initial term of one year commencing three (3) days after shipment of the Software. Thereafter, the term during which Bottomline provides Support Services, and Customer's obligation to pay for Support Services, shall automatically renew for additional annual periods unless terminated by either party upon 30 days advance written notice to the other party. Unless otherwise stated on the Sales Order, the Software Support fee for each renewal term shall be Bottomline's then current list price for such Software Support and shall be invoiced annually in advance. Bottomline will only support a system, whether Production System, disaster recovery system, or Non-Production System, for which Customer has paid Software Support fees for the applicable Software, each application module or component, and each User Access, Client, Printer, or other licenses in use with the System.

#### 9. Services.

- a) If Customer has purchased professional services (the "Services") from Bottomline, Bottomline will perform such Services in accordance with the applicable Statement of Work and/or Sales Order, including the pricing and payment terms set forth therein. Customer's request for any change in the Services or additional services including but not limited to changes in project plans, scope, specifications, schedule, designs, or requirements must be in writing. Upon receipt of a written request for a change, a change order will be provided to Customer for written approval and execution. Bottomline shall not be obligated to perform tasks described in a change order and the Customer will incur no obligations with respect thereto, until the Customer executes the Change Order.
- b) Customer shall provide Bottomline with access to its facilities, to the extent necessary for Bottomline to perform the Services. Bottomline will comply with all security, safety, and other rules, regulations, and procedures of Customer which are provided to Bottomline. Customer acknowledges that its timely provision of facilities, equipment, cooperation, assistance, complete and accurate information and data, suitably configured computer products, and its timely performance of Customer's responsibilities (collectively "Cooperation") are essential to Bottomline's performance of the Services, and that Bottomline shall not be liable for any deficiency in performing Services if such deficiency results from Customer's failure to provide full Cooperation.

#### 10. Confidentiality

- a) Each party agrees that all materials, documents and information provided to it by the other party in writing and designated as "Confidential", or if disclosed in other than tangible form is designated "Confidential" at the time of disclosure, is and shall be considered as confidential and proprietary information (collectively, the "Confidential Information") and the sole property of the disclosing party. For avoidance of doubt, Bottomline's Software and Documentation shall be considered Confidential pursuant to this Section 9.
- b) Each party agrees to hold such Confidential Information of the other party in strict confidence and shall not disclose the Confidential Information to any third party; provided that the party receiving such information will have no obligations with respect to any Confidential Information that (i) is now or later becomes publicly available through no fault of the receiving party (ii) is obtained from the receiving party from a third-party entitled to disclose it (iii) is already in the possession of the receiving party as indicated in its written records; or (iv) is required by law, rule regulation, order, decision, decree or subpoena or other judicial, administrative or legal process to be disclosed.
- c) Upon the expiration or early termination of this Agreement, each party will promptly return to the other party all of the Confidential Information disclosed to it hereunder, as well as all written material which incorporates any Confidential Information, except that one copy may be retained for archival or back-up purposes. Each party acknowledges that the breach of its obligations under this Section may cause the other party irreparable harm and that the breach or threatened breach of the non-disclosure provisions of this Agreement may entitle the non-breaching party to seek injunctive relief, in addition to any other legal remedies that may be available to it.
- d) Notwithstanding anything to the contrary in this Agreement, Bottomline may (i) compile statistical and other information related to the performance, operation and use of the Software, Software Support, Services and/or other transaction or usage data, and (ii) use data from the Software, Software Support, Services and/or other transaction and usage data in aggregated form for security and operations management, to create statistical analyses, and for research and development purposes (clauses i and ii are collectively referred to as "Data Analyses"). Bottomline may make Data Analyses publicly available; however, such Data Analyses will anonymize Customer's identity and shall not incorporate Customer's transaction or usage data or other Confidential Information in a form that could serve to identify Customer or any Customer end user. Bottomline retains all intellectual property rights in Data Analyses.

#### 11. Miscellaneous.

- a) Bottomline shall be considered an independent contractor and no provision of this Agreement shall be construed to be that of employer and employee, or of principal and agent, nor to constitute a partnership or joint venture of any kind.
- b) No amendment, modification or change may be made to this Agreement except by written instrument signed by authorized representative of both parties.
- c) Neither this Agreement nor the licenses granted hereunder may be assigned, delegated or transferred by Customer without the prior written consent of Bottomline unless such assignment, delegation, or transfer is to: (i) an Affiliate, which for purposes of this Section shall mean any entity controlled by, under common control with or controlling Customer with "control" meaning an ownership interest of greater than fifty percent (50%); or (ii) a third party acquiring all or substantially all of the stock or assets related to the business of the Customer through purchase, merger, consolidation or otherwise. This Agreement shall inure to the benefit of the permitted successors and assigns of both parties.
- d) The terms of this Agreement shall be construed and governed according to, and any arbitration hereunder shall apply, the laws of the state of New Hampshire applicable to contracts made and to be fully performed therein.
- e) Any dispute, controversy or claim arising out of or relating to this Agreement, including its interpretation, performance or termination of obligations, shall be finally resolved by arbitration in accordance with the Commercial Rules of the American Arbitration Association. The arbitration shall be conducted by three (3) arbitrators, one to be appointed by Bottomline, one to be appointed by Customer and a third being nominated by the two arbitrators so selected or, if they cannot agree on a third arbitrator, by the President of the American Arbitration Association. The decision of the arbitrators shall be binding upon each party, and the expense of the arbitration (including the award of

attorneys' fees to the prevailing party) shall be paid as the arbitrators determine. The arbitrators' decision shall be executory, and judgment thereon may be entered by any court of competent jurisdiction. Notwithstanding anything contained in this Section, each party shall have the right to institute judicial proceedings to enforce its rights under this license through injunction, specific performance, or similar equitable relief.

- f) Customer agrees to fully comply with all applicable export laws and regulations of the United States and other applicable export and import laws to ensure that neither the Software, nor any direct product thereof, is exported, directly or indirectly, in violation of applicable laws.
- g) While this Agreement remains in effect and for one (1) year following the termination of the Agreement, neither party shall directly or indirectly recruit, solicit or hire any employee of the other party, or induce or attempt to induce any employee of a party hereto to terminate his/her employment with the other party; provided that either party shall be permitted to hire any employee of the other party who responds to a general employment advertisement or solicitation.
- h) Bottomline shall not be responsible or liable for any illegal or unauthorized access to or release of any end user data from any end user's device (such as but not limited to cell phones, tablets, and PC's) whatsoever, including, but not limited to, any access or release arising from the accessing of an end user's login credentials and/or login to an end user's account(s) by malware, viruses, or worms for malicious or criminal activities including, but not limited to, fraudulent payments or fraudulent funds transfer.

**12. Additional Provisions Related to Business Objects Software.**

Reporting functions associated with certain Bottomline software products are provided by the reporting software marketed by Business Objects SA under certain trade names including but not limited to Crystal Reports Server Embedded ("Business Objects Software"). A copy of Business Objects Software is bundled with, and may only be operated with each Production and Non-Production System licensed by Customer. Customer's use of Business Objects Software is governed by the applicable Business Objects SA Software License.

- 13. Additional Provisions Related to Cyber Fraud and Risk Management Solution.** Customer acknowledges and agrees that: (i) effective security threat detection and management are dependent on a multi-layered, multi-faceted combination of software and hardware components, deployed and managed in accordance with appropriate policies and procedures consistently applied, and no individual element in such a system, including the CFRM Software that may be included in this Agreement, is alone sufficient to detect and prevent all security threats; (ii) the CFRM Software has been reviewed and tested by Customer and that the CFRM Software meets Customer's business and operational needs; and (iii) the allocation of liability set forth in this Agreement fairly reflects the economic circumstances and risks that the parties are willing to undertake in view of the amounts paid or payable for the rights to the CFRM Software specified herein.