

UTIMACO, INC.
GENERAL TERMS AND CONDITIONS

1. PARTIES, PRODUCTS AND SERVICES. The following terms and conditions govern the sale by Utimaco Inc. ("Utimaco") of its hardware equipment ("Hardware") and/or its licensing of its software ("Software") and, if applicable, its provision of Support Services or Professional Services (as further defined below) relating to such Hardware and/or Software (individually and collectively, "Services"). The term "Products" refers to, individually and collectively, the Hardware and Software. The term "Customer" refers to the purchaser identified below. By purchasing and using the Products and Services, Customer accepts these terms and conditions as a binding agreement ("Agreement") between Customer and Utimaco.

2. ORDERS. "Order" means the order confirmed by Utimaco including any supporting material which the parties identify as incorporated either by attachment or reference ("Supporting Material"). Supporting Material may include and not limited to: product lists, hardware or software specifications, standard or negotiated service descriptions, data sheets, statements of work, and service level agreements.

3. PRICES AND PAYMENT. Prices and fees will be as quoted in writing by Utimaco or, in the absence of a written quote, as set out in the customer-specific portal containing Utimaco's list price applicable at the time an order is submitted to Utimaco. Prices are due and payable net thirty (30) days from Customer's receipt of invoice. Utimaco shall invoice Hardware and Software upon delivery. Support Services shall be invoiced in advance of the respective service period. Professional Services shall be invoiced after they have been performed. All payments shall be in U.S. dollars, free of any withholdings or restrictions. Prices exclude taxes, duties and fees. Utimaco may suspend or cancel performance of Services and/or open Orders if Customer fails to make payments when due. Customer shall not be entitled to make any deduction from the prices in respect of any set-off or counter-claim.

4. TAXES AND DUTIES. Customer shall be responsible for all taxes imposed in connection with Customer's purchase of Products, or which Utimaco may incur in respect of this Agreement (except taxes imposed on Utimaco's income) and any related penalties, interest and collection or withholding costs. For transactions within the United States, Customer may provide Utimaco with a tax exemption certificate acceptable to taxing authorities in lieu of paying such taxes; however, Customer shall reimburse Utimaco for any fines, penalties, taxes, and other charges assessed by the taxing authorities, as well as Utimaco's reasonable expenses due to Customer's submission of invalid information.

If applicable law requires Customer to withhold any income taxes on payments to be made pursuant to this Agreement ("Withholding Tax"), Customer shall take advantage of any tax treaty and shall be entitled to deduct such Withholding Tax from the payments due to Utimaco. Customer shall promptly affect payment of the Withholding Tax to the appropriate tax authorities sufficient to enable Utimaco to support a claim for income tax credits in the United States. Customer further agree to assist Utimaco if Utimaco contests the validity or amount of the Withholding Tax. In the event Utimaco does not receive official tax receipts or other evidence within thirty (30) days, Utimaco shall have the right to invoice Customer for such Withholding Tax and Customer agree to pay such amounts upon receipt of the invoice.

5. TITLE AND DELIVERY. Utimaco shall use all commercially reasonable efforts to deliver the Products together with the corresponding documentation to Customer in a timely manner. Utimaco may elect to deliver Software and related Product and/or license information by electronic transmission or via download. All Product shipments are made FCA (Incoterms 2010) at Utimaco's point of shipment in California, United States. Title for Hardware and risk of loss shall pass to Customer when the Products are made available to the common carrier at such point of shipment. Delivered Products are non-refundable.

6. CANCELLATION AND RESCHEDULING. Customer may cancel all or any part of any Products order before Utimaco has confirmed Customer's purchase order. Once Utimaco has sent a purchase order confirmation, the applicable Order is non-cancellable, in whole or in part. Orders for Products that have been announced by Utimaco as being discontinued, or is a last time buy or End of Life product (collectively, "EOL Products") are non-cancelable and shall be in compliance with Utimaco's EOL announcement for such Product. Customer shall remain responsible for all Utimaco costs associated with the production and delivery of EOL Products.

Customer's request for rescheduling of the shipment of all or part of any order (other than for EOL Products) for Products scheduled for shipment shall be made with a lead time of more than thirty (30) days after Utimaco has received Customer's written request for rescheduling. Products shipment may only be rescheduled once and no rescheduled dates may exceed sixty (60) days from the originally scheduled ship date. Any rescheduling of the confirmed delivery date on the Utimaco purchase order confirmation is at the discretion of Utimaco.

7. MANUFACTURING CHANGES. Utimaco may modify any Products specifications, manufacturing processes, components or appearance provided that such modifications do not adversely affect the form factor, fit or function of the Products except to the extent required by law.

8. WARRANTY. Utimaco warrants that the Products shall substantially conform to Utimaco's product documentation for a period of ninety (90) days following the date of shipment. Utimaco does not warrant that the operation of Software will be uninterrupted or error-free or that Software will operate in hardware and software combinations other than authorized by Utimaco.

To receive the benefit of the foregoing warranty (i) Customer shall follow Utimaco's warranty claim and return instructions available at Utimaco's website; (ii) Customer shall promptly notify Utimaco in writing within the applicable warranty period that such Hardware is defective with a complete and accurate explanation of the deficiency; (iii) such Hardware shall be returned at Customer's risk and expense to Utimaco's designated location along with the applicable RMA number issued by Utimaco; (iv) anti-tamper seals of the Hardware shall not be damaged; and (v) such claimed deficiencies shall have not been caused by Customer's accident, misuse, neglect, alteration, repair, improper installation or improper testing. Transportation charges for the return of any defective repaired Hardware to Customer shall be paid by Utimaco. Returned Hardware that is found by Utimaco not to be defective or that contains missing or damaged parts not attributable to Utimaco, shall be returned to Customer at Customer's sole cost and expense with credit, replacement or repair disapproved. The warranty excludes all duty, customs clearance, and other related charges. Utimaco shall have a reasonable time to make repairs or to replace Hardware or to credit Customer's account.

When Utimaco receives a valid warranty claim for a Product, Utimaco will either repair the relevant defect or replace the Product at its own discretion. If Utimaco is unable to complete the repair or replace the Product within a reasonable time, Customer will be entitled to a full refund upon prompt return of the Product to Utimaco (if Hardware) or upon written confirmation by Customer that the relevant Software has been destroyed or permanently disabled. To the extent permitted by law, Utimaco disclaims all other warranties. Utimaco shall not be liable for any downtime or system interruption that may be attributed to the Products during any Products installation, operation or any service or support transactions.

IN NO EVENT WILL UTIMACO BE LIABLE FOR ANY MONETARY DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS) OR OTHER COSTS CUSTOMER INCUR IN CONNECTION WITH WARRANTY CLAIMS, WHETHER FOR THE REPLACEMENT OR REPAIR OF PRODUCTS, INCLUDING LABOR, INSTALLATION OR OTHER COSTS.

9. WARRANTY EXCLUSIONS. Utimaco's Services, support and warranty do not cover claims resulting from: a) improper use, site preparation, or site or environmental conditions or other non-compliance; with applicable supporting material; b) modifications or improper system maintenance or calibration not performed by or authorized by Utimaco; c) failure or functional limitations of any non-Utimaco software or product impacting systems receiving Utimaco support or Services; d) malware (e.g. virus, worm, etc.) not introduced by Utimaco; or d) abuse, negligence, accident, fire or water damage, electrical disturbances, transportation by Customer, or other causes beyond Utimaco's control.

10. SOFTWARE LICENSE AND THIRD-PARTY COMPONENTS. Utimaco grants Customer the non-exclusive right to use the Software in accordance with the respective End User License Agreement (EULA) available on Utimaco's website. The Software may incorporate certain components licensed from third parties under free or open source license agreements. The terms of such licenses apply to such components. Such license terms are included with the Software. The sale of Products by Utimaco does not confer upon Customer a license under any patents, trade secrets, trademarks or copyrights to combine any Products furnished hereunder or any component thereof with any other product or to modify any Products furnished hereunder.

11. PRODUCTS COMPLIANCE. The Products are subject to, and Customer shall comply, with all applicable import and export laws and regulations of the European Union and the United States (e.g. the European Union export control regime as governed by Regulation 428/2009 or the United States Export Administration Regulations (EAR) or as amended) and of the countries in which Customer transacts business. The Products may contain encryption and may be subject to additional restrictions as outlined in Utimaco's Export Compliance Policy available on Utimaco's website. Customer shall fully comply with these import and export law requirements. Customer agrees to provide any customs and export or import documentation requested by Utimaco in connection with Utimaco's fulfillment of reporting requirements and compliance with export and import laws and regulations. Customer shall comply with all applicable laws, treaties, regulations and codes of practice including, without limitation, the laws of the United States and the European Union, and shall be solely liable for obtaining and maintaining any licenses, permits, or approvals that may be required for the purchase and operation of the Products.

For Products provided outside the United States, Customer shall be responsible for obtaining import licenses, paying import license or permit fees, duties and customs fees (including without limitation government, import, excise, sales, use, value-added and other taxes or fees), and preparing and submitting all required documentation in connection with importing Products.

12. PATENT AND COPYRIGHT INDEMNIFICATION. Subject to this Section 12, Utimaco shall defend or settle any suit or proceeding brought against Customer by a third party to the extent based upon a claim that the Products purchased by Customer hereunder or part thereof constitutes an infringement of any patent or copyright, and Utimaco shall pay all damages and costs awarded in final adjudication against Customer to the extent arising from such claim, provided that: (i) Customer promptly notifies Utimaco in writing of such claim; (ii) Customer tenders sole control over the investigation, defense or settlement of the claim to Utimaco; and (iii) Customer fully and timely cooperates and provide all reasonably requested authority, information and assistance to Utimaco to properly defend any such suit or proceeding (at Utimaco's expense).

Utimaco shall not be responsible for any costs, expenses or compromise Customer might incur without Utimaco's prior written consent. In the event of settlement of the claim in accordance with this Section 12 or if the use of such Products are enjoined by a United States court, or Utimaco believes such event may occur, Utimaco may, in its sole discretion and at its own expense, procure for Customer the right to continue using said Products, replace same with a non-infringing Products, modify it so that it becomes non-infringing, or direct its return and credit Customer the sum Customer paid to Utimaco, less depreciation calculated on a straight line ten (10) year basis, for the infringing Products; provided that Utimaco shall make reasonable efforts to perform the first and second such remedy before resorting to the third.

13. INDEMNIFICATION EXCLUSIONS. Utimaco shall have no obligation under this Section 13 and shall not be liable for any costs or damages, and Customer shall indemnify, defend and hold Utimaco harmless from any expenses, damages, costs or losses resulting from any suit or proceeding to the extent arising by reason or result from: (i) Utimaco's compliance with Customer's designs, specifications or instructions; (ii) modification of the Products by a party other than Utimaco; (iii) the use of any Products or any part thereof in combination with any other product, except where there is no substantial non-infringing use of the Products other than in such combination; (iv) any use of the Products not anticipated or referenced in any Products specifications, documentation or marketing materials; or (v) any claim(s) in which Customer have an interest arising from outside of this Agreement; provided Customer indemnification obligation is subject to the same conditions as enumerated in this Section 13 (i) through (iii).

Notwithstanding the foregoing, (i) in the event the indemnified party fails to promptly notify the indemnifying party of a claim promptly upon becoming aware thereof, such failure shall not relieve the indemnifying party of its obligations under this Section 13, except to the extent such failure materially prejudices the indemnifying party; and (ii) in no event shall the indemnifying party settle a claim on any terms that require the indemnified party to admit to, agree to or accept any liability or obligation, without such parties' prior written consent (not to be unreasonably withheld, conditioned or delayed).

The foregoing states Utimaco's entire obligation and Customer's exclusive remedy with respect to any alleged infringement of intellectual property rights of any Products or component thereof, and is subject to Section 17 Limitation of Liability.

14. UNAUTHORIZED USE OF PRODUCTS. The Products are not authorized for use in critical safety or other applications where any failure may reasonably be anticipated to result in bodily injury, loss of life, or catastrophic damage to property, including without limitation applications relating to the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, weapons systems or direct life-support machines. If Customer uses or sells the Products for use in any such applications, Customer acknowledges that such sale or use is at Customer's sole risk. Customer agrees to indemnify, defend and hold Utimaco, its affiliates and each of their officers, directors, employees, agents and suppliers harmless from and against any and all losses, liabilities, damages, costs and expenses (including reasonable attorney's fees) arising out of or in connection with such sale or use, even if such claim alleges negligence in the design or manufacture of the Products.

15. SUPPORT SERVICES. "Support Services" means those services for a specific Product and provided separately to Customer by Utimaco (the "Support Service Offering"). Support Services are performed using generally recognized commercial practices and standards. Customer agrees to provide prompt notice of any such service concerns and Utimaco will re-perform any Support Services that fails to meet this standard. This Section 15 and the Support Service Offering govern Utimaco's provision of Support Services for the Products if Customer elects and pays for such additional Support Services as indicated on a purchase order. If Customer engages in Support Services, Customer agrees to renew support for all licenses of Software. Utimaco agrees to limit any increases of support fees to no more than 10% over the previous year's fees or such greater amount necessary to increase the support fee to the then-

current support list price. If Customer reduces the number of Software licenses or Products covered by support, the aforementioned fee increase limit shall not apply. Utimaco may amend, modify or withdraw any such Support Service Offering without notice, provided such changes shall not affect Services for which Customer has contracted for the Term. Description of Support Services are available at Utimaco's website. The content and availability of Support Services may change from time to time.

15.1 Term. The term of Support Services is effective upon Utimaco's issuance of a purchase order confirmation which includes purchase of Support Services and payment of the annual fee and shall continue until the end of the term specified on the purchase order. The parties may extend the Term for an additional period upon their mutual written agreement prior to the end of the then current Term which then is documented by a new purchase order and Utimaco's confirmation.

15.2 Eligibility. To remain eligible for any Support Service Offering(s) the Hardware shall contain the most current, or previous to current minor revision of the Embedded Software. The Hardware shall be installed and remain in an operating environment which is in accordance with the specifications set forth in the manual furnished with the Hardware. Hardware or Software which has been modified without Utimaco's prior written approval is not eligible for Support Services

15.3 Limited Warranty for Support Services. Section 8 Warranty shall apply accordingly for replacement of Hardware and Software.

16. PROFESSIONAL SERVICES. "Professional Services" means such training, installation or other services relating to the Products that Utimaco may provide pursuant to a purchase order confirmation. Unless otherwise specified in a purchase order confirmation, Professional Services shall be charged at Utimaco's then-current time and materials rates. Any expenses to be reimbursed to Utimaco in connection with Professional Services shall be identified in the purchase order confirmation. For the avoidance of doubt, Professional Services hereunder do not include the provision of any deliverables or intellectual property. Utimaco shall own and be free to use any new intellectual property or intellectual property rights it may develop, author or create in connection with the performance of Professional Services. Utimaco shall perform all Professional Services on a commercially reasonable efforts basis, and such performance shall be subject to Customer timely and accurate provision of all reasonably necessary information, assistance, materials and access to personnel and systems.

17. LIMITATION OF LIABILITY. TO THE FULL EXTENT ALLOWED BY LAW, IN NO EVENT WILL UTIMACO OR ITS SUPPLIERS OR AGENTS OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, CONTRACTORS OR AGENTS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF DATA, BUSINESS INTERRUPTION, LOSS OF REVENUE, LOSS OF BUSINESS OR OTHER FINANCIAL LOSS ARISING OUT OF OR IN CONNECTION WITH ANY OF THE PRODUCTS OR SERVICES, EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING ACTIVE, PASSIVE OR IMPUTED NEGLIGENCE, STRICT LIABILITY OR PRODUCT LIABILITY) OR OTHERWISE. THIS LIMITATION WILL NOT BE AFFECTED IF ANY REMEDY PROVIDED HEREIN SHALL FAIL OF ITS ESSENTIAL PURPOSE. THIS PROVISION DOES NOT LIMIT EITHER PARTY'S LIABILITY FOR: UNAUTHORIZED USE OF INTELLECTUAL PROPERTY, DEATH OR BODILY INJURY CAUSED BY THEIR NEGLIGENCE; ACTS OF FRAUD; WILFUL REPUDIATION OF THE AGREEMENT; NOR ANY LIABILITY WHICH MAY NOT BE EXCLUDED OR LIMITED BY APPLICABLE LAW.

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, IN NO EVENT WILL UTIMACO'S TOTAL CUMULATIVE LIABILITY TO CUSTOMER ARISING FROM: (1) THE PRODUCTS, ITS INSTALLATION AND USE, AND ANY DIRECT DAMAGES ARISING FROM THIS AGREEMENT, EXCEED THE SUM CUSTOMER PAID TO UTIMACO FOR THE PARTICULAR PRODUCTS SOLD LEADING TO SUCH CLAIM, OR (2) UTIMACO'S SERVICES UNDER SECTION 15 FOR SUPPORT SERVICES OR SECTION 16 FOR PROFESSIONAL SERVICES, OR OTHERWISE EXCEED THE AMOUNT CUSTOMER PAID FOR SUCH SERVICES DURING THE PREVIOUS TWELVE (12) MONTH PERIOD.

18. TERMINATION FOR CAUSE. Either party may terminate this Agreement for cause on written notice if the other party: (i) fails to perform any material term or condition of this Agreement, and does not remedy the failure within (a) thirty (30) days after receipt of written notice of such default or (b) five (5) days in the event of a violation of any Utimaco intellectual property rights, or (ii) becomes insolvent, files or has filed against it a petition under applicable bankruptcy or insolvency laws which is not dismissed within ninety (90) days, or makes any other or similar arrangements for the benefit of its creditors or takes any similar actions. Any terms in this Agreement which by their nature extend beyond termination or expiration of the Agreement will remain in effect until fulfilled and will apply to both parties' respective successors and permitted assigns.

19. CONFIDENTIALITY. The Products and Services contain confidential and/or proprietary Utimaco information and work product. Customer shall not modify, reverse engineer, disassemble, reverse compile, distribute, rent, lease, assign or transfer the Products (except as otherwise permitted herein), nor create any derivative works of the Products, nor authorize or permit any third party to do any of the foregoing, nor otherwise disclose to any third party any aspect of the Products or of any component thereof or of any other Utimaco confidential or proprietary information. Customer agrees to treat the Products and any aspect of the foregoing in the same manner and with the same care, protection and discretion that Customer treats Customer's own product or work that Customer does not want published, disclosed, divulged, or disseminated or used in an unauthorized manner. No aspect of Utimaco's performance delivered to Customer or information developed by Utimaco in connection herewith shall be construed to constitute "work-for-hire". In the event the parties at any time execute a non-disclosure agreement, its terms shall be construed to augment and be consistent with the terms hereof.

20. DISPUTES. If Customer is dissatisfied with any Products or Services and disagrees with Utimaco's proposed resolution, the parties shall promptly escalate the issue to a Vice President (or equivalent executive) in their respective organization for an amicable resolution without prejudice to the right to later seek a legal remedy.

21. GOVERNING LAW AND SURVIVAL. This Agreement shall be governed by the laws of the State of California, United States. The parties agree to the sole and exclusive jurisdiction and venue of courts located in California. The UN Convention for International Sale of Goods shall not apply. The original of this Agreement is in English and the parties waive any right to have it written in any other language. Any action under this Agreement shall be commenced within one year after the cause of action accrues. Termination or expiration of this Agreement shall in no way relieve either party from obligations accruing prior to termination or expiration. Any provisions of this Agreement which by their nature should survive termination or expiration shall survive, including but not limited to Section 8 Warranty, Section 10 Software License and Third Party Components, Section 12 Patent And Copyright Indemnification, Section 17 Limitation of Liability, Section 19 Confidentiality, and this Section 21 Governing Law and Survival.

22. SEVERABILITY AND WAIVER. All rights and remedies are cumulative and may be exercised singularly or concurrently. Failure to enforce any term shall not be deemed a waiver of future enforcement of that or any other term. The terms stated herein are severable. Should any term(s) of this Agreement be held to be invalid or unenforceable, the validity, construction and enforceability of all other terms shall be unaffected. No Utimaco waiver of rights against another party shall constitute a waiver against Customer. No waiver by any party of any provision of this Agreement shall constitute a waiver of any other provisions (similar or not), nor shall any waiver constitute a continuing waiver unless expressly so provided for in writing duly executed by both parties hereto. No endorsement or statement on any check or payment or elsewhere or otherwise shall be an accord or satisfaction. Utimaco may accept payment in any amount without prejudice to its right to recover the balance of the amount due or to pursue any other right or remedy.

23. FORCE MAJEURE. Neither party shall be liable for any failure to perform acts, other than payment obligations, due to unforeseen circumstances or causes beyond the parties' reasonable control, including, but not limited to, acts of God, war, riot, embargoes, acts of civil or military authorities, acts of terrorism or sabotage, electronic viruses, worms or corrupting microcode, or shortage of supply or delay in delivery by Utimaco's vendors, and any affected period of performance shall be tolled.

24. ASSIGNMENT. Customer may not assign or delegate (whether by operation of law or otherwise) any rights, duties or obligations hereunder without Utimaco's prior written approval and any such attempt without such written consent shall be void; provided that no consent to assignment shall be required for any assignment in connection with a merger, consolidation, reorganization or sale of all or substantially all of Customer's assets.

25. NOTICES. All notices to be given under this Agreement shall be in writing and deemed delivered: (i) upon receipt if by hand, nationally-recognized overnight courier or confirmed email and (ii) three (3) days after mailing by first class post, certified mail, postage prepaid, return receipt requested, to the addresses set forth on a purchase order or to such other address for a party as specified by like notice.

26. ENTIRE AGREEMENT. This Agreement and the documents referenced herein set forth the entire understanding between the parties with respect to the matters set forth herein and supersede all prior or other representations, understandings, or agreements, whether written or oral, express or implied. Any amendments shall be in a writing signed by both parties. The terms hereof shall prevail notwithstanding any different, conflicting or additional terms and conditions that may appear on any order submitted by Customer, or other document, which terms are specifically rejected by Utimaco and deemed withdrawn by Customer. This Agreement is solely for the benefit of the parties hereto, and no other person or entity shall be a third-party beneficiary hereof in any way.