

License Conditions Airlock & Medusa, Version 1.6, 1.11.2011

The following text has been translated into English for convenience reasons. The German wording is legally binding only.

Preamble

(1) Ergon Informatik AG, Kleinstrasse 15, 8008 Zürich (hereinafter referred to as „Ergon“), sells product licenses of ‚Airlock‘ and ‚Medusa‘ inter alia via authorised resellers and continuously develops both products (hereinafter referred to as ‚Software‘). Ergon is the owner of all proprietary rights resulting out of its continuous development of the Software.

(2) The operating system and the software packages not developed by Ergon provided along with the Software are subject to 3rd party licenses, in part open source, for which Ergon does not assume any warranty. Therefore, the following License Conditions exclusively apply to software developed by Ergon.

(3) 3rd party licenses are listed in the document *Software-to-License* which are accepted by the customer with the purchase of the Software.

(4) The usage license needed for the operating system is not included in the purchase price of Airlock. It is part of the Software Subscription.

§1 Evaluation

(1) Ergon allows the customer, for not more than 30 days, to run the Software for evaluation purposes at no cost. The Software in its evaluation version is NOT usable as a software for security purposes. Ergon shall not be liable for any damage caused by running a system in evaluation mode. The usage of such Software in a production environment is not allowed. If Customer does not purchase a license of the Software, he must delete all copies of the Software.

§2 Usage

(1) Subject to timely payment of the license fees Ergon grants Customer, as from issuance date of license, a perpetual, non-exclusive, limited right to transfer and limited right to install and use the Software. The license is only transferrable within the group of companies respectively to a buyer of Customer. In case of transfer of an unlimited right to use the license- and subscription conditions have to be re-negotiated adequately. The right to use comprises the rights acquired according the purchase contract (e.g. max. number of parallel sessions, applications, functions) for the purpose of securing Customer's offered services to be used by Customer and its users (employees, customers, third parties). Customer is not entitled to grant third parties access to the Software as ‚Software as a Service‘ or make it accessible in any other way. Customer undertakes to keep the Software safe so that access and, thus, copying or using the Software by

third parties is prevented. Customer shall be granted to make copies of the Software exclusively for backup or archiving purposes.

(2) Customer shall not be entitled to translate the Software from object code into source code (e.g. by reverse engineering, disassembling or decompiling).

(3) Customer shall not be entitled to break or change the license key.

(4) Customer shall be entitled to the extent defined in the documentation, at its own risk (i) to adapt the Software (configuration, parameterisation) and (ii) to connect the Software with interoperable programs.

(5) The Airlock license is technically bound to a MAC address. In case of hardware modifications Ergon delivers, free of charge, a new license key to Customer. In case of server change Ergon delivers, at Customer's expense, via reseller a new license key within 48 hours after receipt of request.

(6) Export to third countries shall be effected in accordance with the Swiss directives applicable at the time it takes place. The exporting and/or importing reseller or end customer shall be solely responsible for compliance with the said directives. Products delivered by Ergon are designed for being used and for remaining in Switzerland or the EU. Re-export, be it separately or integrated into a system, shall be subject to approval to be obtained by Customer and shall be subject to the relevant foreign trade legislation and to US export regulations for the knowledge of and compliance with which Customer shall be responsible. Reselling to customers in the nuclear area, in particular in the area of manufacturing and operation of nuclear technology, shall require special permits. Ergon reserves the right to adjust the provisions on export and import at any time if national or international legislation so requires.

(7) Licenses may also be used on virtual machines. In such case the hardware configuration may be one of the virtual machine. If the license is bound to a hardware parameter of a virtual machine, Customer shall not be permitted to simultaneously operate multiple virtual machine instances using the same license.

(8) Customer must not circumvent limited usage and/or functionality of Airlock coded in license key. Technical bypass methods violate License Conditions. Bypassed limitations must be licensed by customer additionally.

(9) Seller has the right to get evidence that the licensed Software is used within limits of the license conditions. Seller acts, based on proceedings mutually agreed on with Customer, without breaching any industrial or company secrets of Customer. In case of usage exceeds a license limit Customer is obliged to pay detected over-usage according to current license- and subscription conditions within 30 days.

§3 Warranty, Liability

(1) The parties mutually agree that the Software shall be provided to customer on a data carrier or as a download. Customer undertakes to check workability and absence of defects during test phase and to notify such defects if any occur. Ergon warrants for a period of one year to fix such defects free of charge as from installation date of the Software.

(2) Ergon shall assume no warranty for errors/bugs, failures or damage which were caused by improper operation, use of unsuitable organisational resources, abnormal operating conditions (in particular deviations from the installation conditions). For Software changed by 3rd party or Customer programmers Ergon shall be under no warranty.

(3) Ergon is not aware of any rights of 3rd parties which would prevent the granting of the rights to use the Software as granted. If customer is held liable for infringement of intellectual property rights of 3rd parties due to the use of Software, Ergon shall indemnify and hold Customer harmless provided that Customer immediately notifies such fact to Ergon and leaves all negotiations to Ergon. Customer shall not be allowed to issue any declarations of acknowledgement in this context. Customer shall authorise Ergon to represent Customer with regard to such disputes. Ergon shall undertake suitable steps in defence of the asserted claims.

(4) Should justified claims of 3rd parties be asserted, Ergon shall take the necessary steps and, if necessary, acquire rights or deliver equivalent parts and components. In case of such steps cannot be taken neither adequately nor economically justifiable and should such claims be awarded to any 3rd party by a final and binding decision by a court of competent jurisdiction, Ergon will reimburse to customer (i) paid license fees for the loss of granted rights to use and (ii) pay for claims, damages or other amounts (including reasonable attorney's fees and costs) which may be awarded to any 3rd party.

(5) Ergon shall be liable for damage if it can be proven that such damage was caused by Ergon or its staff wilfully or with gross negligence. Liability for ordinary negligence shall be excluded to the extent permitted by law. Compensation for consequential damage,

pecuniary loss, savings not earned, indirect damage and for damage from 3rd party claims of any kind against Ergon shall be excluded.

4 Software Subscription

(1) With purchase of license Customer is bound to buy Software Subscription for a period of one year, valid as from date of issuance of Licence key. Software Subscription comprises prompt delivery of further developments and enhancements of the Software.

(2) Ergon decides at its own discretion when such deliveries are made. Customer shall install deliveries according to instructions provided by Ergon.

(3) Customer acknowledges that installation of Updates may necessitate adaption of existing program parts, data or data models. Normally, such conversion steps are processed automatically. Required assistance by Seller is to be paid on time and material.

(4) Subscription can only be bought for the Software licensed in total. Standard is the seamless, successive purchase of subscription. In case of interrupt Customer is subsequently entitled to buy at max 3 subscription periods. Subscription renews automatically. It can be terminated at any time with 30 days notice as per the end of a subscription period.

§5 Support

(1) Customer closes with Seller an appropriate support contract. Without support contract Ergon does not warrant any response times for support services.

§6 Final Provisions

(1) If individual provisions of this contract are or become ineffective, the remaining provisions shall not be affected. The contracting parties shall cooperatively find a provision which comes as close as possible to the provisions affected.

(2) Swiss law shall apply exclusively, UN sales law (Contracts for International Sale of Goods as from 11th April 1980) shall be excluded.

(3) The parties undertake to handle disputes regarding this contract in good faith amicably. Should that fail, the court of jurisdiction shall exclusively be the Court of Commerce in Zurich (Zürcher Handelsgericht).