

## I. GENERAL CONDITIONS

### 1. Scope

- 1.1 These Standard Terms and Conditions (hereinafter referred to as "Standard Terms") shall be part of any contract that is concluded between gateProtect Aktiengesellschaft Germany (hereinafter referred to as "gateProtect") and the customer (hereinafter referred to as the "Customer"), and shall apply to all future transactions with the Customer arising from any currently enforceable contract or any other business relationship of any other kind whatsoever.
- 1.2 The rights and duties of the parties hereto and in particular the scope of any deliverables hereof shall be governed preferentially by the terms and conditions of any individual contract that is concluded between the parties. Unless otherwise stipulated, the provisions of these Standard Terms shall apply to all such contracts.
- 1.3 These Standard Terms shall apply to the exclusion of any other standard terms of any kind whatsoever. Any application of any Customer terms and conditions that contradict or differ from these Standard Terms shall be excluded, except insofar as application of said Customer terms and conditions is expressly authorized by gateProtect.

### 2. Terms of delivery

- 2.1 The place of performance shall be the head office of gateProtect. Deliveries shall be effected on an ex works gateProtect head office basis (Incoterms 2000).
- 2.2 Any delivery date indicated by gateProtect shall be deemed an approximation based on gateProtect's estimate of the delivery time involved. Hence, unless otherwise expressly agreed in writing, no such delivery date shall be binding upon gateProtect.
- 2.3 The Customer shall be prohibited from rejecting any product or service on the grounds of any minor defect that does not substantially interfere with product or service use. In the event the Customer defaults on the Customer's duty to accept any deliverable or defaults on any other duty to cooperate, gateProtect shall be entitled to require the Customer to indemnify gateProtect for any loss or damage resulting from such default, including any additional expense resulting therefrom. In such a case, the risk of any accidental loss of or damage to any deliverable at the time at which said default occurred shall pass to the Customer.
- 2.4 The Customer shall be subject to a product inspection and defect reporting obligation, pursuant to section 377 of the German Commercial Code (HGB), in respect to any deliverable received by the Customer from gateProtect.

### 3. Modifications

gateProtect shall be entitled to modify, in its sole discretion, any characteristic, property, feature and/or function of any gateProtect deliverable in any manner whatsoever if such modification (a) is required by law; or (b) constitutes a technical improvement that has no adverse effect on any contractually defined application of said deliverable. gateProtect shall notify the Customer of any such modification in good time.

### 4. Terms of payment

- 4.1 The prices indicated by gateProtect shall constitute net prices and shall exclude all of the following elements, for which the Customer shall be charged separately: shipping and/or delivery costs; VAT; and support services, including but not limited to installation planning services, software installation services, training, product use preparation, or any other advice, assistance and/or support.
- 4.2 The cost of any services charged on a cost per service basis shall be based on the applicable gateProtect hourly labor rates, travel expense charges and charges for supplemental costs.
- 4.3 Payment for any deliverable provisioned for the Customer shall be due on receipt or provisioning of the deliverable concerned and shall be payable immediately upon receipt of the relevant invoice, without any deduction of any kind whatsoever on any grounds whatsoever.

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- 4.4. All payments shall be effected via electronic debit transfer to gateProtect, which shall not be obligated to accept payment by check or bank draft. Any check or bank draft shall be submitted solely as conditional payment of the amount due and shall not result in any respite. Any cost attributable to encashment of any check or bank draft shall be defrayed by the Customer.
- 4.5. In the event of any default in payment, gateProtect shall be entitled to impose interest charges for late payment on the Customer, at an annual interest rate amounting to eight percentage points above the base interest rate.
- 4.6. If the Customer fails to effect payment on time, or if any circumstance arises that results in any long-term degradation of the Customer's asset situation or the Customer's creditworthiness, all outstanding amounts due gateProtect from the Customer shall be payable concurrently. In such a case, gateProtect shall be entitled to rescind any contract with the Customer and/or suspend provisioning of any further deliverables to the Customer until all amounts due have been paid in full.
- 4.7. Unless otherwise prescribed by law, the Customer shall be entitled to offset any payment due solely on the basis of uncontested amounts due or amounts due that have been adjudicated by a court of law.

### **5. Customer's duty to cooperate**

- 5.1. Inasmuch as the parties agree that implementation of the contractual software and hardware will require the Customer to cooperate with gateProtect, the Customer shall provide gateProtect with any support or assistance needed by gateProtect to fulfill gateProtect's contractual obligations toward the Customer. Said support shall include, without limitation, the Customer providing gateProtect, at gateProtect's request and at any reasonable time, with (a) any information deemed useful or necessary by gateProtect; (b) access to any gateProtect software, hardware, documentation and/or other material; and (c) access to any location at which gateProtect software and/or hardware is installed.
- 5.2. Each party shall designate a contact person who shall assume responsibility for handling all contract-related matters and for making all relevant contract-related decisions.
- 5.3. The Customer shall assume sole responsibility for establishing a functioning hardware and software environment that is dimensioned in such a way that said environment is able to support the additional load placed on it by the contractual software and hardware.

### **6. Non-disclosure**

- 6.1. The parties shall ensure that confidential information from the other party is neither used nor disclosed. "Confidential information" shall include all information, including illustrations, drawings, system specifications, samples, prototypes and calculations, as well as any documentary information or information in any other form that is designated as confidential or whose nature and/or content indicates that such information is confidential. The parties shall take all reasonable precautions to ensure that the parties meet their respective non-disclosure obligations.
- 6.2. Application of subsection 6.1 above shall be excluded in the event any information referred to in subsection 6.1 (hereinafter: "Information") meets any of the following criteria: (a) upon receipt of the Information, it was in the lawful possession of the recipient party; (b) the Information was developed independently by the recipient party without use of or reference to any Information from the disclosing party; (c) the Information was in the public domain, or was readily accessible to the general public for reasons not attributable to any action or failure to act on the part of the recipient party; or (d) The Information is disclosed to the recipient party by a third party in such a way that said third party does not breach a non-disclosure agreement with the disclosing party.
- 6.3. Application of subsection 6.1 shall be excluded if any confidential information is provided in compliance with any statute, regulation, court order, or any other official decision or ruling of any kind whatsoever.
- 6.4. The provisions of this section 6 shall also apply, mutatis mutandis, to all employees of the parties, who shall take steps to ensure that all persons who perform any contract between the parties comply with said provisions.

**7. gateProtect's liability**

- 7.1. gateProtect's liability, irrespective of the legal grounds therefor, shall be limited to characteristic and foreseeable loss or damage that is attributable to any defect in any gateProtect deliverable or to any gateProtect action or failure to act, subject to the following terms and conditions:
- gateProtect's liability shall be unlimited in the event of any gross negligence and/or willful misconduct on the part of any authorized representative of gateProtect, any gateProtect employee, or any other agent of gateProtect.
  - In the event of any default, by gateProtect or any authorized representative of gateProtect or any other gateProtect agent, on any specifically described contractual duty (a) the breach of which would jeopardize achievement of any contractually defined objective or (b) fulfillment of which allows for the performance of the contract in the first place and whose compliance the Customer can count on as a matter of course (cardinal duty), gateProtect's liability shall be limited to the invoice amount of the specific deliverable concerned, unless said default involves gross negligence or willful misconduct.
- 7.2. gateProtect shall not be liable for loss or damage that is attributable to any action on the part of any gateProtect employee or agent unless said action involves operation of any gateProtect facility or equipment. Application of the foregoing sentence of this subsection 7.2 shall be excluded in any case of force majeure, which shall mean any loss or damage that is attributable to circumstances that could not have been obviated by exercising utmost care and whose consequences could not have been reasonably averted.
- 7.3. gateProtect's liability for any software or digital data loss and/or the restoration of any such software or data shall be subject to the limits defined in subsections 7.1 and 7.2 above, and such liability shall apply only to the extent said loss or damage could not have been obviated by the Customer exercising due care, particularly by backing up all data and software applications on a daily basis.
- 7.4. Any gateProtect liability that is not prescribed by law shall be excluded, in particular liability for the following: any breach of accessory obligations; any failure to achieve specific business goals; any lost profit; any consequential or indirect damage; or any damage or loss arising from any third party claim that may be lodged against the Customer.
- 7.5. Application of the limits on liability defined in subsections 7.1 through 7.4 hereof shall be excluded in respect to (a) any injury to life, limb or health; or (b) any liability that falls within the scope of any enforceable provision of Germany's Product Liability Law (Produkthaftungsgesetz).

**8. Industrial property rights; copyright**

- 8.1. If and to the extent any third party lodges a legitimate claim against the Customer arising from any violation of industrial property rights or copyright (hereinafter: "Industrial Property Rights") by any deliverable provisioned and/or developed by gateProtect (hereinafter: "gateProtect Deliverable"), gateProtect shall incur liability as follows, unless otherwise prescribed by law:
- gateProtect shall, in its discretion and at its own cost and expense, either (a) obtain the requisite right of use (hereinafter: "License") for the gateProtect Deliverable concerned and/or (b) modify the gateProtect Deliverable concerned in such a way that the breach of Industrial Property Rights is eliminated or (c) replace the gateProtect Deliverable concerned if doing so will not reduce the functionality or features of any contractually defined application and/or the contractually defined application modality of any such Deliverable. If and to the extent gateProtect is unable to provide the Customer with a definitive License via any of the measures described in the previous sentence of this subsection 8.1, the Customer shall be entitled to rescind the contract, subject to a reasonable grace period for gateProtect to provide such license.
  - gateProtect shall not be required to carry out the measures referred to in sentence 1 of the previous paragraph unless the Customer (a) reports to gateProtect promptly and in writing the third party claim that has been lodged and the nature of the breach that has been claimed; (b) repudiates any such claim; (c) grants gateProtect unlimited decision making powers in respect to mounting the relevant legal defense and conducting the relevant settlement negotiations. If the Customer discontinues use of any deliverable in order to minimize loss or damage or for any other good reason, the Customer shall indicate to the relevant third party in writing that such discontinuation does not constitute acknowledgement of any violation of industrial property rights.

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- 8.2. Any Customer claim pursuant to subsection 8.1 shall be excluded if and to the extent the Customer is liable for the violation of the industrial property rights concerned. Any such claim shall also be excluded if and to the extent the violation of industrial property rights concerned is attributable to (a) specific Customer requirements; (b) any application of any gateProtect Deliverable that gateProtect could not have foreseen; (c) any change in any gateProtect Deliverable effected by the Customer; or (d) any use of any gateProtect Deliverable in conjunction with any deliverable that was not provisioned by gateProtect.
- 8.3. The Customer shall provide gateProtect with reasonable support and assistance in respect to any legal defense against any claim concerning infringement of industrial property rights.
- 8.4. By the same token, the Customer shall hold gateProtect harmless against any third party claim that may be lodged against gateProtect as the result of any infringement of industrial property rights or copyright if (a) such infringement is attributable to any express instruction issued to gateProtect by the Customer; (b) the Customer has modified the gateProtect Deliverable concerned; or (c) the Customer has integrated the relevant gateProtect Deliverable into a third party system.

## 9. Force majeure

- 9.1. If gateProtect is prevented from meeting its contractual obligations owing to an unforeseen and exceptional event (e.g. operational breakdown, government action, energy supply problem, or industrial action) which could not have been averted by exercising due care, and unless provisioning of the relevant deliverables is precluded indefinitely, the relevant delivery period shall be extended by a reasonable period. Should any of the circumstances referred to in this subsection 9.1 preclude provisioning of any gateProtect Deliverable, the parties shall be exempted from their respective contractual obligations.
- 9.2. Any contractually defined delivery period shall be extended by the duration of the relevant hindrance to provisioning plus a reasonable lead time. If any period during which provisioning is unfeasible lasts longer than six months, gateProtect and the Customer shall be entitled to rescind the as yet unfulfilled portion of the contract, subject to a reasonable grace period for fulfillment.
- 9.3. The lodging of any claim by the Customer against gateProtect shall be excluded in all of the instances referred to in this section 9.

## 10. Miscellaneous Provisions

- 10.1. Any Customer assignment to any third party of any rights or duties arising from or in connection with any contract between gateProtect and the Customer shall be subject to prior written authorization from gateProtect, which shall be entitled to assign its rights and duties to third parties that are associated with gateProtect within the meaning of section 15 et. seq. of the German Stock Corporation Act (AktG).
- 10.2. Any Customer right to withhold payment shall be excluded unless such right arises from the terms and conditions of the relevant contract.
- 10.3. If the Customer is a businessman, the place of jurisdiction for any dispute arising from any contract with the Customer shall be the courts that have jurisdiction over gateProtect. The foregoing notwithstanding, gateProtect shall be entitled to bring legal action against the Customer in any court that has jurisdiction over the Customer.
- 10.4. The contract shall be governed solely by German law. Any application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) shall be excluded.
- 10.5. Should any individual provision hereof be or become void, illegal or unenforceable, the validity of the remaining provisions hereof shall in no way be affected. In such a case, the parties shall replace any provision of the Agreement that becomes ineffective with a clause whose effectiveness and feasibility are as close as possible to the intentions of the invalid clause.

## II. TERMS AND CONDITIONS OF SOFTWARE PROVISIONING

### 11. Provisioning of standard software

- 11.1. gateProtect shall provide the Customer with (a) the standard software specified in the contract together with the documentation for said software in digital or printed form; and (b) updates for said software, in both cases subject to the covenanted usage and licensing conditions. All of the aforementioned shall be referred to hereinafter as the "Software."
- 11.2. The source code for the Software shall be excluded from the scope of the contract.
- 11.3. The definitive properties, features and functions of the Software shall be those set forth in the relevant gateProtect product description. gateProtect shall be held harmless against any liability arising from any Software property, feature and/or function that is inconsistent with any property, feature and/or function defined in the relevant product specifications (hereinafter referred to as "Inconsistency"). The Customer shall not infer any such obligation from (in particular) any other published description of the Software or description thereof in any gateProtect advertising, or from any such elements issued by any gateProtect employee or distributor unless gateProtect has expressly confirmed such Inconsistency in writing.

### 12. Licensing

- 12.1. gateProtect shall grant the Customer a single, non-exclusive, indeterminate and non-assignable license to use the Software in the Customer's computer system, subject to the scope defined in the relevant contract.
- 12.2. The Software may be copied for contractually specified purposes only. The Customer may make backup copies of the Software in accordance with the state of the art. Any backup copy of the Software that is stored on any removable data storage medium shall be labeled as such, and the copyright notice from the original data medium shall appear on said removable medium.
- 12.3. Any Customer provisioning of the Software to any third party shall be subject to prior written authorization from gateProtect. Said authorization shall be granted if the following conditions are met: (a) The Customer shall attest in writing that the Customer has (i) fully uninstalled the Software from the Customer's computer system; (ii) submitted all original copies of the contractual Software to the relevant third party; and (iii) deleted all copies of the Software previously generated by the Customer; (b) The relevant third party has submitted to gateProtect a document stating that said third party accepts the terms of use and provisioning hereof; and (c) no material circumstances or factors that would preclude or prohibit said provisioning exist.
- 12.4. The Customer may modify and/or extend and/or re-engineer the Software in any other manner only to the extent (a) defined by law as being essential; or (b) stipulated by a contract. The Customer shall grant gateProtect two separate opportunities to correct any Software error or malfunction before the Customer attempts to correct any such error or malfunction or asks a third party to do so. Any modification of the Customer's proprietary licensing and usage rights to the Software beyond the scope of the contractually defined licensing rights shall be excluded.
- 12.5. Unless otherwise agreed in writing, the Customer may decompile the Software solely within the limits prescribed by law.
- 12.6. Any modified version of the Software provided to the Customer by gateProtect as part of remedy or maintenance measures (e.g. patches) or any new version (e.g. upgrade or update) superseding any previous release of the Software shall be governed by the terms and conditions hereof.
- 12.7. If gateProtect provides the Customer with a new version of the Software, all previous Customer entitlements in respect to the previously released version of the Software shall lapse on commencement of Customer use of said new version in the Customer's production environment. The foregoing sentence of this subsection 12.7 notwithstanding, gateProtect shall allow the Customer a three month transitional phase during which the Customer may use the previous and new versions of the Software in tandem.
- 12.8. Any copying or modification of any Software documentation shall be prohibited.

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### 13. Retention of title

- 13.1. All deliverables shall remain the property of gateProtect until all amounts due from the Purchaser have been paid in full, irrespective of the legal grounds for such payment. In the case of outstanding invoices, any goods subject to retention of title shall be deemed to be security for the amount of such invoices.
- 13.2. The Purchaser shall be entitled to use and resell goods subject to retention of title within the context of normal business operations. The Purchaser hereby assigns any receivables resulting from any such resale to gateProtect, which hereby accepts such assignment. The foregoing provisions of this subsection 13.2 shall also apply to any products that have been processed, combined or linked with other products. If the Purchaser makes the receivables from any resale transaction involving a contractual gateProtect product an element of any existing current account relationship with any Purchaser customer, the full amount of any current account payable due from the Purchaser shall be deemed to have been assigned to gateProtect. In such a case, gateProtect shall refrain from disclosing such assignment so long as the Purchaser meets its payment obligations. If requested by gateProtect in any specific instance, the Purchaser shall disclose to gateProtect the names of the Purchaser's customers and shall report said assignment to said customers. The Purchaser shall be entitled to collect assigned receivables resulting from resale transactions, whereas gateProtect shall be entitled to revoke such right at any time.
- 13.3. The pledging of any goods subject to retention of title or the use as collateral of any goods subject to retention of title shall be subject to prior authorization from gateProtect. Any work performed by the Purchaser on any product provisioned by gateProtect shall be undertaken on behalf of gateProtect in its capacity as vendor of the product concerned. If any provisioned gateProtect product is processed, combined or linked with any product not owned by gateProtect, gateProtect shall acquire joint title to the new product thus engendered in a ratio comprising (a) the value of the purchased item as per the grand total on the relevant invoice, including VAT to (b) the value of the other processed, combined, or linked element at the time of said processing, combining or mixing. The Purchaser shall hold the sole or joint title thus engendered in trust for gateProtect. If said combining or linking is effected in such a way that the Purchaser's item is deemed to be the principal item, the Purchaser shall assign a pro rated partial ownership share in such item to gateProtect and shall hold the item in trust for gateProtect.
- 13.4. On the Customer's request, gateProtect shall release any financial guarantee accruing to gateProtect insofar as said guarantee is available and the realizable value of said guarantee exceeds the receivable under guarantee by more than 10 percent. The specific guarantee that is to be released shall be determined in gateProtect's discretion.
- 13.5. The Customer shall be prohibited from making any change of any kind in any gateProtect notice of copyright, notice of ownership or labeling that is integrated into or appears on any software.
- 13.6. gateProtect shall be entitled to assign its trade receivables for purposes of financing.
- 13.7. Any expenses of a legal or non-legal nature incurred by gateProtect as the result of any default in payment of any trade receivable on the part of any foreign customer shall be assumed by the Purchaser.

### 14. Warranty

- 14.1. Unless otherwise stipulated, gateProtect's warranty of quality in respect to gateProtect deliverables shall be governed by the applicable statutes and regulations.
- 14.2. The Customer recognizes the fact that the extent to which a software application works properly hinges on numerous factors, inasmuch as software is inherently an extremely complex product. Therefore, gateProtect's warranty and liability for the Software shall be limited to the technical features, characteristics and properties described in the product specifications submitted to the Customer. In particular, unless otherwise stipulated in the relevant contract, gateProtect shall not under any circumstances be liable to the Customer for any lack of Software compatibility with the specific features and properties of the Customer's operating environment or any other Customer installation, apparatus, system or facility. The Customer shall assume sole responsibility for determining to what extent the deliverables ordered by the Customer are compatible with the Customer's envisaged applications for said deliverables.

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- 14.3. The Customer recognizes that (1) gateProtect's services cannot be provided in a contractually compliant manner without (a) regular updating of the underlying database via external databases (virus signatures); and (b) access to external databases for monitoring purposes (spam and Web filters); and (2) in order for gateProtect to deliver its services properly, said external databases must function properly and must be updated. gateProtect shall make all reasonable efforts to ensure that the requisite data is kept as updated and complete as possible at all times, but makes no guarantees, representations or warranties of any kind, express or implied, that specific external databases will be available at all times and/or that all available data will be complete and updated at all times.
- 14.4. Immediately following delivery and prior to use, the Customer shall subject the Software to thorough testing in order to verify that the Software is free of defects and in particular that it is compatible with the Customer's existing hardware configuration and application environment. If any defect is detected during said testing phase, the Customer shall report such defect to gateProtect immediately, and shall report any defect detected after said testing phase immediately upon detection. In both such cases, the Customer shall describe, in a writing, the defect and the date of detection thereof. If the Customer fails to perform said reporting duty properly and/or in good time, the Customer shall be deemed to have accepted the deliverables. Insofar as a defect in the deliverable concerned is capable of being remedied, the Customer's initial recourse shall be limited to requiring that gateProtect correct the defect in question. gateProtect may afford such remedy, in gateProtect's discretion, either by correcting the defect or by providing a defect-free product. Should said remedy fail to achieve its intended purpose, the Customer may either abate the purchase price or rescind the contract, in the Customer's discretion.
- 14.5. Unless otherwise prescribed by law, any warranty of quality on the part of gateProtect shall be excluded in the following specific cases:
- In the event the Customer (a) uses the deliverables for any non-contractual or non-standard purpose; or (b) fails to install the deliverables properly; or (c) commissions the deliverables in a manner that is inconsistent with the applicable state of the art and/or with industry-standard practice.
  - In the event the Customer modifies the deliverables or retains a third party to modify said deliverables.
  - In the event the Customer fails to comply with the usage routines specified by gateProtect for the deliverables, particularly any such routines that are described in the user documentation.
- 14.6. Unless otherwise prescribed by law, if a defect in a provisioned gateProtect product comes to light, the Customer shall be entitled to lodge a claim for damages against gateProtect solely if the following conditions are met in addition to those required by law:
- If and to the extent gateProtect defaults on provisioning any deliverable that is due or culpably fails to provide such deliverable in a contractually compliant manner, the Customer shall grant gateProtect a reasonable period to cure such default or failure (hereinafter: "Cure Period"). The Cure Period shall be granted in a writing, which shall indicate that the Customer will reject the deliverable in question if gateProtect fails to correct the relevant problem prior to expiration of the Cure Period. Any claim in respect to the deliverable in question shall be excluded following the Cure Period in the event the problem is not corrected prior to expiration of the Cure Period.
  - If the Customer rescinds the contract with gateProtect on account of a defect in one or more deliverables, gateProtect shall be entitled to require the Customer to submit to gateProtect a document indicating whether the Customer wishes to go through with the rescission or would be willing to forego said rescission in exchange for monetary indemnification for damages. Said document shall be submitted within two weeks following the date of the Customer's notice of intent to rescind the contract. If the Customer fails to exercise said right in a timely manner, any Licensee claim for damage or loss shall be excluded.
- 14.7. gateProtect shall be entitled to eliminate defects by communicating with the Customer electronically, in writing or over the phone. In this regard, the Customer shall comply with the applicable defect registration and handling procedures defined by gateProtect.
- 14.8. Any warranty of quality claim lodged by the Customer in respect to Software provisioning hereof shall become statute-barred 12 months following the date upon which the Software is provisioned to the Customer, irrespective of the date upon which the defect in question is detected by the Customer. Any such claim shall also be governed by the applicable statutes and regulations.

### III. SUPPLEMENTARY TERMS AND CONDITIONS OF SALE FOR COMPUTER HARDWARE

#### 15. Sale of computer hardware

15.1. In addition to the contractual Software, the Customer shall acquire from gateProtect the computer hardware specified in the contract (hereinafter: "Hardware"), together with the operating instructions and user manual elaborated and provisioned by the vendor for said Software.

15.2. The definitive properties, features and functions of the Hardware shall be those set forth in the currently valid product specifications.

15.3. On the Customer's request, gateProtect shall set up, install, commission, customize and maintain the Hardware, subject to conclusion of a separate service contract.

15.4. Immediately following delivery and prior to use, the Customer shall subject the Hardware to thorough testing in order to verify that the Hardware is free of defects and in particular that it is compatible with the Customer's existing hardware configuration and application environment. If any defect is detected during said testing phase, the Customer shall report such defect to gateProtect immediately, and shall report any defect detected after said testing phase immediately upon detection. In both such cases, the Customer shall describe, in a writing, the defect and the date of detection thereof. If the Customer fails to perform said reporting duty properly and/or in good time, the Customer shall be deemed to have accepted the deliverables.

15.5. Unless otherwise prescribed by law, any Customer warranty claim shall be excluded in the following specific cases:

- In the event the Customer (a) uses the deliverables for any non-contractual or non-standard purpose; or (b) fails to install the deliverables properly; or (c) commissions the deliverables in a manner that is inconsistent with the applicable state of the art and/or with industry-standard practice.
- In the event the Customer modifies the deliverables or retains a third party to modify said deliverables.
- In the event the Customer fails to comply with the usage procedures specified by gateProtect for the deliverables, particularly any such procedures that are described in the user documentation.

15.6. Unless otherwise prescribed by law, if a defect in a provisioned gateProtect product comes to light, the Customer shall be entitled to lodge a claim for damages against gateProtect solely if the following conditions are met in addition to those required by law:

- If and to the extent gateProtect defaults on provisioning any deliverable that is due or culpably fails to provide such deliverable in a contractually compliant manner, the Customer shall grant gateProtect a reasonable period to cure such default or failure. Said period shall be granted in a writing which shall indicate that the Customer will reject the deliverable in question if gateProtect fails to correct the problem prior to expiration of said period. Any claim in respect to the deliverable in question shall be excluded in the event the problem is not corrected prior to expiration of the Cure Period.
- If the Customer rescinds the contract with gateProtect on account of a defect in one or more deliverables, gateProtect shall be entitled to require the Customer to submit to gateProtect a document indicating whether the Customer wishes to go through with the rescission or would be willing to forego said rescission in exchange for monetary indemnification for damages. Said document shall be submitted within two weeks following the date of the Customer's notice of intent to rescind the contract. Should the Customer fail to exercise said right in a timely manner, any Customer claim for damage or loss shall be excluded.

15.7. gateProtect shall be entitled to eliminate defects by communicating with the Customer electronically, in writing or over the phone. The Customer shall conduct said communication in compliance with the applicable defect registration and handling procedures defined by gateProtect.

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15.8. Should any Hardware malfunction occur during the warranty period, the Customer shall be entitled to send the Hardware affected to any Hardware manufacturer specified by gateProtect. In so doing the Customer shall request a return merchandise authorization (RMA) number from the manufacturer or gateProtect. Said Hardware manufacturers will not accept Hardware unless it is accompanied by a valid RMA number. Following confirmation of receipt by the vendor, under normal circumstances the Hardware shall be repaired within eight working days and then sent back to the Customer. The Customer shall defray the shipping costs for all repairs except for those engendered by a malfunction that occurs during the statutory warranty period.

15.9. Any warranty of quality claim lodged by the Customer in respect to Hardware provisioning hereof shall become statute-barred 12 months following the date upon which the contractual deliverables are provisioned to the Customer, irrespective of the date upon which the defect is detected by the Customer. The warranty period may be extended on the Customer's request, subject to a charge, provided that a valid Subscription contract has been concluded. The scope of the services provided under such contract shall be governed by the Service Level Agreements as modified from time to time. Any such claim shall also be governed by the applicable statutes and regulations.

## IV. SUPPLEMENTAL TERMS AND CONDITIONS GOVERNING SERVICE LEVEL AGREEMENTS (SLAs) THAT ARE DEFINED IN ADVANCED, PREMIUM, EXPERT AND EXPERT+ SUBSCRIPTION CONTRACT SERVICE PACKAGES (HEREINAFTER REFERRED TO COLLECTIVELY AS "SUBSCRIPTION CONTRACTS").

### 16. Conclusion of SLAs

16.1. A Customer who purchases and uses gateProtect products may conclude a Subscription Contract with gateProtect covering chargeable maintenance and support services. The scope of the services provided under said contracts shall be governed by the SLAs as modified from time to time and by the Subscription Contract service package selected by the Customer (Advanced, Premium, Expert or Expert+).

16.2. In respect to the rights and duties of the parties, provided that an enforceable Subscription Contract has been concluded, the terms and conditions of the SLAs shall apply in addition to the present Standard Terms And Conditions. In the event of any conflict or discrepancy between any provisions of said SLAs and the terms and conditions hereof, the relevant provisions of the applicable service level agreement shall prevail.

## V. SUPPLEMENTAL TERMS AND CONDITIONS GOVERNING THE PROVISIONING OF OTHER DELIVERABLES

### 17. Installation and training

17.1. The requisite directions, information and instruments for installing the Software shall be deemed to be those stipulated by the application documentation, particularly in respect to installation in the Customer's existing hardware and software environment. On the Customer's request, gateProtect shall install the Software subject to the applicable price lists and conclusion of a separate agreement.

17.2 gateProtect shall provide training services, subject to the applicable price lists and conclusion of a separate contract.