



UTIMACO, INC.

TERMS AND CONDITIONS OF SALE

The following terms and conditions, together with the Utimaco Price Quotation and Order Form ("Purchase Order"), 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 "Product" as used herein refers to, individually and collectively, the Hardware and Software. The term "You" and its derivatives refer to the Customer. For valid Product and Service specifications please refer to <https://hsm.utimaco.com/cryptoserver/>. Utimaco reserves the right to modify and update these Product and Service specifications from time to time.

By purchasing and using the Products and Services, You accept these terms and conditions as a binding agreement (the "Agreement") between You and Utimaco.

1. PRICES AND TERMS OF PAYMENT

Prices and fees are set forth on the Purchase Order and are due net thirty (30) days from Your receipt of invoice. Utimaco will 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. Invoices will be transmitted by electronic mail to You. All payments will be in U.S. dollars, free of any withholdings or restrictions. Prices exclude taxes.

2. TITLE AND DELIVERY

Utimaco shall deliver the Product together with the Product documentation and license keys to You as soon as practical in the normal course of business following Utimaco written confirmation of the Purchase Order (a "Purchase Order Confirmation"). All product shipments are made Ex-Works (EXW as per Incoterms 2010) at Utimaco's point of shipment in the United States of America. Title for Hardware and risk of loss will pass to You when the Product is made available to the common carrier at such point of shipment. Delivered Products are non-refundable.

3. ORDER CANCELLATION AND RESCHEDULING

3.1 Cancellation. You may cancel all or any part of any Product order before Utimaco has confirmed your purchase order with a Purchase Order Confirmation. Once Utimaco has sent a Purchase Order Confirmation, the applicable Product Order is non-cancellable, in whole or in part.

3.2 End of Life Product. Orders for Product 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 must be in compliance with Utimaco's EOL announcement for such Product. You shall remain responsible for all Utimaco costs associated with the production and delivery of EOL Products.

3.3 Rescheduling. You may request the rescheduling of the shipment of all or part of any order (other than for EOL Products) for Product scheduled for shipment more than thirty (30) days after Utimaco receives Your written request for rescheduling. Product 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.

3.4 Product and Manufacturing Changes. Utimaco may modify any Product specifications, manufacturing processes, components or appearance provided that such modifications do not adversely affect the form factor, fit or function of the Product except to the extent required by law. For the current Product and Service specifications please refer to <https://hsm.utimaco.com/cryptoserver/>.

4. LIMITED PRODUCT WARRANTY

4.1 Hardware. Utimaco warrants to You that the Hardware, if properly used, will substantially conform to Utimaco's formal product documentation for one (1) year following the date of shipment. Utimaco does not warrant that the Hardware will be free from design defects or errors known as "errata" that may cause the Product to immaterially deviate from published specifications..

4.2 Electronic Systems Applications. Utimaco will not be liable for any downtime or system interruption that may be attributed to the Products during any Product installation, operation or any service or support transactions.

4.3 Disclaimer. THE ABOVE WARRANTIES (AND ANY SOFTWARE WARRANTY IN THE LICENSE AGREEMENT, AS DEFINED BELOW) ARE IN LIEU OF ANY OTHER WARRANTY RELATING TO THE PRODUCTS, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR ANY WARRANTY OTHERWISE ARISING OUT OF ANY PROPOSAL, SPECIFICATION, QUOTATION OR OTHERWISE. UTIMACO NEITHER ASSUMES NOR AUTHORIZES ANY PERSON TO ASSUME FOR IT ANY OTHER LIABILITY. THESE WARRANTIES ARE PROVIDED SOLELY TO YOU AND ARE NOT SUBJECT TO ASSIGNMENT OR TRANSFER (EXCEPT FOR ASSIGNMENTS APPROVED BY UTIMACO OR OTHERWISE PERMITTED PURSUANT TO SECTION 14.3). THE PRODUCTS ARE NOT FOR RESALE.

4.4 Exclusive Remedy. IN NO EVENT WILL UTIMACO BE LIABLE FOR ANY MONETARY DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS) OR OTHER COSTS YOU INCUR IN CONNECTION WITH



WARRANTY CLAIMS, WHETHER FOR THE REPLACEMENT OR REPAIR OF PRODUCTS, INCLUDING LABOR, INSTALLATION OR OTHER COSTS. If any Hardware fails to conform to its warranty during the warranty period specified in Section 4.1, Utimaco's sole and exclusive liability will be, at Utimaco's option, to repair or replace such Hardware or credit Your account for the price paid for such Hardware. To receive the benefit of the foregoing warranty: (i) You must follow Utimaco's warranty claim and return instructions as specified under <https://hsm.utimaco.com/documents/support-services-utimaco-hsm.pdf>; (ii) You must 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 must be returned to Utimaco at Your risk and expense; (iv) anti-tamper seals of the Hardware must not be damaged; and (v) such claimed deficiencies must have not been caused by Your accident, misuse, neglect, alteration, repair, improper installation or improper testing. Transportation charges for the return of any defective repaired Hardware to You will 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, will be returned to You at Your sole cost and expense with credit, replacement or repair disapproved. The warranty excludes all duty, customs clearance, and other related charges. Utimaco will have a reasonable time to make repairs or to replace Hardware or to credit Your account.

5. CERTAIN USE PROVISIONS

5.1 Software License. Notwithstanding anything else to the contrary, including without limitation use of the term "sale," the Software is licensed (and not sold) to You pursuant to the software license agreement accompanying the Software and also available at <https://hsm.utimaco.com/documents/eula-utimaco-inc.pdf> (the "License"). Other than as expressly provided by the License, as between You and Utimaco all right, title and interest in and to the Software remains with Utimaco. You acknowledge and agree that you have read, understand and agree to be bound by the License in connection with the Software, and the License is hereby incorporated into this Agreement.

5.2 Protection. You shall not, nor permit any other party to, modify, reverse engineer, reverse compile, or disassemble any part of a Product, including any attempt to translate the Software, derive or attempt to derive the Software source code or any part thereof, or remove from the Software, or alter, any of the trademarks, trade names, logos, patent or copyright notices or make, or add any other notices or marking to the Software. You may not take or allow any actions that would cause the Software to become subject to any open source or quasi-open source license agreement. The Hardware includes firmware and may include other embedded software (collectively, "Embedded Software"). You shall not, nor permit any other party to, use the Embedded Software in connection with any hardware or equipment other than the Hardware, distribute, transfer or make available the Embedded Software to any third party, modify, reverse engineer, reverse compile, or disassemble the Embedded Software, translate the Embedded Software

or derive or attempt to derive the Embedded Software source code or any part thereof. Any actual or attempted act described in this Section 5.2 will void the warranties of this Agreement and be grounds for license termination.

5.3 Compliance. The Product is subject to and you shall comply with all applicable import and export laws and regulations of the European Union and the United States of America (eg 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 You transact business. The Product may contain encryption and may be subject to additional restrictions. You acknowledge that you will fully comply with these import and export law requirements. You agree 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.

5.4 Open Source. The Software incorporates 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 and are available at <https://hsm.utimaco.com/documents/criptoserver-licenses-utimaco-hsm.pdf> and <https://hsm.utimaco.com/documents/criptoserverlan-v4-licenses-utimaco-hsm.pdf>.

6. PATENT AND COPYRIGHT INDEMNIFICATION

6.1 General. Subject to Section 6.2, Utimaco will defend or settle any suit or proceeding brought against You by a third party to the extent based upon a claim that Product purchased by you hereunder or part thereof constitutes an infringement of any patent or copyright, and Utimaco will pay all damages and costs awarded in final adjudication against You to the extent arising from such claim, provided that: (i) You promptly notify Utimaco in writing of such claim; (ii) You tender sole control over the investigation, defense or settlement of the claim to Utimaco; and (iii) You fully and timely cooperate and provide all reasonably requested authority, information and assistance to Utimaco to properly defend any such suit or proceeding (at Utimaco's expense). Utimaco will not be responsible for any costs, expenses or compromise You incur without Utimaco's prior written consent. In the event of settlement of the claim in accordance with this Section 6.1 or if the use of such Product is 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 You the right to continue using said Product, replace same with a non-infringing Product, modify it so that it becomes non-infringing, or direct its return and credit You the sum You paid to Utimaco, less depreciation calculated on a straight line ten (10) year basis, for the infringing Product; provided that Utimaco must make reasonable efforts to perform the first and second such remedy before resorting to the third.

6.2 Exclusions. Utimaco will have no obligation under Section 6.1 and will not be liable for any costs or damages, and You will 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 Your designs,

specifications or instructions; (ii) modification of the Product by a party other than Utimaco; (iii) the use of any Product or any part thereof in combination with any other product, except where there is no substantial non-infringing use of the Product other than in such combination; (iv) any use of the Product not anticipated or referenced in any Product specifications, documentation or marketing materials; or (v) any claim(s) in which You have an interest arising from outside of this Agreement; provided Your indemnification obligation is subject to the same conditions as enumerated in Section 6.1(i) through (iii), *mutatis mutandis*.

6.3 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 Section 6, 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).

6.4 No License. Sale of any Product by Utimaco does not confer upon You a license under any patents, trade secrets, trademarks or copyrights to combine any Product furnished hereunder or any component thereof with any other product or to modify any Product furnished hereunder.

6.5 Exclusive Remedy. The foregoing states Utimaco's entire obligation and Your exclusive remedy with respect to any alleged infringement of intellectual property rights of any Product or component thereof, and is subject to Section 13.

7. TERMINATION FOR CAUSE

Either party may terminate this Agreement for cause 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.

8. FORCE MAJEURE

Neither party will 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 micro-code, or shortage of supply or delay in delivery by Utimaco's vendors, and any affected period of performance shall be tolled.

9. SUPPORT SERVICES

Any Utimaco Support Services other than for the specific warranty set forth in Section 4 will be provided as set forth in Section 9.

9.1 Engagement of Support Services Offering

"Support Services" mean those support services as defined for a respective product and described under <https://hsm.utimaco.com/documents/support-services-utimaco-hsm.pdf> (the "Support Service Offering"). This Section 9 and the Support Service Offering governs Utimaco's provision of Services to You for the Product if You elected and have paid for such additional Services as indicated on the Purchase Order. Utimaco may amend, modify or withdraw any such Support Service Offerings without notice, provided such changes shall not affect Services for which You have contracted for the Term.

9.2 Term. The Term of the Services is effective upon Utimaco's issuance of a Purchase Order Confirmation for a Purchase Order 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 Purchase Order Confirmation.

9.3 Eligibility for Support Services

a. Current Software. To remain eligible for any Support Service Offering(s) the Hardware must contain the most current, or previous to current minor revision of the Embedded Software. The Hardware must 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 Services.

b. Same Product Coverage. Each Product unit that is identical to another Product unit and is located at the same particular installation address as such other identical Product unit must be covered by an identical Support Service Offering (of its own, and as identified by its unique serial number) and for a coterminous service period as such identical other Product unit for the Services to apply to any of such Product units at such particular Installation Address.

c. Support Service Availability. The content and availability of Support Services may change from time to time.

9.4 Rights and Obligations

a. Your Requirements. You shall provide Utimaco with the unit serial numbers when requesting Services.

b. Utimaco Access. Whenever You request Services You shall reasonably cooperate with Utimaco and provide access to all documentation, diagnostics programs, operat-

ing systems, utilities, application programs and, as reasonably deemed necessary by Utimaco, access to the Hardware (either via modem or physical access to the site).

c. Third Party. Utimaco may from time to time designate a third party contractor to provide certain Services to You hereunder on behalf of Utimaco. Provided such contractor is subject to confidentiality obligation, You authorize Utimaco to provide such contractor all necessary information, and agree to provide such contractor all reasonably necessary access (whether physical or otherwise) and information. The appointment by Utimaco of such an authorized representative shall not relieve Utimaco of its obligations.

9.5 Support Service Exclusions. The following are specifically excluded from the Services:

a. Any work at Your site, other than as specified in the Support Service Offering.

b. Any services, including replacement of parts or repair of damage, necessitated by: (a) any repair or attempt to repair or modification carried out to any Hardware by any person other than an authorized representative of Utimaco, or (b) the Hardware having been misused or used in a negligent manner or used for other than its intended use or outside the environmental range specified by Utimaco.

c. Any changes to the performance of the Hardware beyond those required to make it materially comply with its specifications.

d. Cleaning, painting or refinishing of the Hardware.

e. Any services in connection with or arising out of relocation of the Hardware or the addition, removal, or maintenance of any third party equipment, accessories, attachments or other devices not originally forming part of any Hardware, and any electrical work external to the Hardware.

f. Any services to the Hardware necessitated by unusual external causes such as, but not limited to, power failure, power surges, air conditioning failure, humidity, improper input/output signals to Utimaco's connections or Your other software not previously approved by Utimaco, accident, fire, explosion or force majeure.

9.6 Limited Warranty for Support Services Matters

a. Utimaco warrants that replacement Hardware will be free from defects in material and workmanship for the later of: a period of one (1) year from the date of shipment to You, until the Services covering such Hardware expire or terminate, or the expiration of the applicable warranty period for the initial purchase of the Hardware.

b. Utimaco's sole obligation under this limited warranty shall be, at Utimaco's option, to repair or replace any replacement Hardware found to be defective during the warranty period, at no additional cost to You.

c. You must notify Utimaco of any defect, or present the defective Hardware to an authorized representative of Utimaco during the warranty period in order for the warranty to be effective.

d. Utimaco warrants that it will perform the Services in a manner consistent with industry standards reasonably applicable to the performance thereof.

e. Utimaco shall not be liable for (a) any damages arising from performance or non-performance of the Hardware or Software during a testing period or for any damages caused by Your failure to perform Your responsibilities, (b) any software, firmware, Your information or Your memory data contained in, stored on, or integrated with any Hardware or Software returned to Utimaco; or (c) any downtime or system interruption attributable to the Hardware during installation or support transactions.

10. PROFESSIONAL SERVICES

10.1 Engagement for Professional Services. "Professional Services" means such training, installation or other services relating to the Products that Utimaco may agree to 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 Your timely and accurate provision of all reasonably necessary information, assistance, materials and access to personnel and systems.

11. TAXES AND DUTIES

You are responsible for all taxes imposed in connection with the sale of Products to You 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, You may provide Utimaco with a tax exemption certificate acceptable to taxing authorities in lieu of paying such taxes; however, You 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 Your submission of invalid information. If applicable law requires You to withhold any income taxes levied by the authorities of the jurisdiction in which You are resident on payments to be made pursuant to this Agreement ("Withholding Tax"), You shall take advantage of any tax treaty then in force and shall be entitled to deduct such Withholding Tax from the payments due to Utimaco hereunder. You shall promptly effect 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. You further agree to assist Utimaco upon request 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 You for such Withholding Tax and You agree to pay such amounts upon receipt of the invoice. On Products provided outside the



United States, You are 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 Product.

12. CONFIDENTIALITY

The Product and any Services delivered in connection therewith (including under Section 11), contain confidential and/or proprietary Utimaco information and work product. You shall not modify, reverse engineer, disassemble, reverse compile, distribute, rent, lease, assign or transfer the Product (except as otherwise permitted herein), nor create any derivative works of the Product, nor authorize or permit any third party to do any of the foregoing, nor otherwise disclose to any third party any aspect of the Product or of any component thereof or of any other Utimaco confidential or proprietary information. You agree to treat the Product and any aspect of the foregoing in the same manner and with the same care, protection and discretion that you treat Your own product or work that You do not want published, disclosed, divulged, or disseminated or used in an unauthorized manner. No aspect of Utimaco performance delivered to you 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.

13. 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 EVER 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 OTHER GOODS OR SERVICES FURNISHED TO YOU BY UTIMACO, 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.

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, IN NO EVENT WILL UTIMACO'S TOTAL CUMULATIVE LIABILITY TO YOU ARISING FROM: (1) THE PRODUCT, ITS INSTALLATION AND USE, AND ANY DIRECT DAMAGES ARISING FROM THIS AGREEMENT, EXCEED THE SUM YOU PAID TO UTIMACO FOR THE PARTICULAR PRODUCT SOLD LEADING TO SUCH CLAIM, OR (2) UTIMACO SERVICES UNDER SECTIONS 9 OR 10 OR OTHERWISE EXCEED THE AMOUNT YOU PAID FOR SUCH SERVICES DURING THE PREVIOUS

TWELVE (12) MONTH PERIOD. THE AFORESAID LIMITATIONS OF LIABILITY SHALL NOT APPLY TO A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 6.

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 YOU USE OR SELL THE PRODUCTS FOR USE IN ANY SUCH APPLICATIONS, YOU ACKNOWLEDGE THAT SUCH SALE OR USE IS AT YOUR SOLE RISK. YOU AGREE 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 ATTORNEYS 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 PRODUCT.

14. GENERAL

14.1 Governing Law, Survival, Costs. This Agreement will be governed by the internal substantive laws of the State of California, U.S.A. The parties agree to the sole and exclusive jurisdiction and venue of courts located in the State of 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 must 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. In any legal action to enforce its rights hereunder, the prevailing party shall be entitled to arbitration and court costs and reasonable attorney's fees incurred. Interest shall accrue at the rate of 1% per month, following thirty (30) days' notice thereof, on all amounts owed and not contested in good faith. Any provisions of this Agreement which by their nature should survive termination or expiration shall survive, including but not limited to Sections 4, 5, 6, 12, 13, and 14.

14.2 Severability; Waiver. All rights and remedies are cumulative and may be exercised singularly or concurrently. Failure to enforce any term will 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 You. 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 will 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.

14.3 Assignment. You 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 will 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 Your assets.

14.4 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 must be in a writing signed by both parties. The terms hereof will prevail notwithstanding any different, conflicting or additional terms and conditions that may appear on any order submitted by You, or other document, which terms are specifically rejected by Utimaco and deemed withdrawn by You. 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.

14.5 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 the Purchase Order or to such other address for a party as specified by like notice.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

[CUSTOMER NAME]

Signature: _____

Printed: _____

Title: _____

Date: _____

Utimaco Inc.

Signature: _____

Printed: _____

Title: _____

Date: _____