ISD Software und Systeme GmbH DOING BUSINESS AS ISD Group USA Inc. (ISD)
FOR SALE OF SOFTWARE PRODUCT(S)

These Terms and Conditions cannot be altered, modified, or amended by subsequent Purchase Order or writing received from Buyer without the express written consent of ISD.

1.0 **Software Product(s) –** Software Product(s) shall mean computer software and all of the contents of the files, disks(s), CD-ROM(s) or other media, including any templates, data, printed materials, and "online" or electronic Documentation, all copies, and any upgrades, modified versions, and updates (which will be provided if the Software Product is covered under a current Software Maintenance Service Contract), of the Software Product.

2.0 **Delivery and Installation** –ISD's quoted prices include delivery of the Software Products to any location within the borders of the US. At ISD's discretion, Software Products may ship from different points of origin. Software Product installation services are available at an extra charge.

3.0 **Warranty** - PERFORMANCE WARRANTY. EXCEPT FOR ANY REFERENCE DATA OR SOLUTIONWARE CONTAINED IN THE SOFTWARE PRODUCT, ISD WARRANTS FOR A PERIOD OF THIRTY (30) CALENDAR DAYS FROM THE DATE OF SHIPMENT, OR DATE OF COMPLETION OF THE SITE ACCEPTANCE TEST, IF APPLICABLE, THAT THE SOFTWARE PRODUCT SHALL PERFORM SUBSTANTIALLY IN ACCORDANCE WITH THE DOCUMENTATION SUPPLIED WITH THE PARTICULAR SOFTWARE. REFERENCE DATA AND SOLUTIONWARE ARE PROVIDED "AS IS" AND WITHOUT ANY WARRANTIES WHATSOEVER.

SOFTWARE MEDIA WARRANTY. ISD WARRANTS FOR A PERIOD OF THIRTY (30) CALENDAR DAYS FROM THE DATE OF SHIPMENT, OR DATE OF COMPLETION OF THE SITE ACCEPTANCE TEST, IF APPLICABLE, THAT, UNDER NORMAL USE, SOFTWARE DELIVERY MEDIA WILL BE FREE OF DEFECTS IN MATERIAL AND WORKMANSHIP.

ISD DOES NOT WARRANT THAT THE SOFTWARE PRODUCT WILL MEET BUYER'S REQUIREMENTS, AND UNDER NO CIRCUMSTANCES DOES ISD WARRANT THAT THE SOFTWARE PRODUCT WILL OPERATE UNINTERRUPTED OR ERROR FREE.

IF UNDER THE LAW RULED APPLICABLE TO THIS AGREEMENT A GREATER WARRANTY IS MANDATED, THEN ISD WARRANTS THE SOFTWARE PRODUCT TO THE MINIMUM EXTENT REQUIRED BY SAID LAW.

THE FOREGOING, WARRANTIES ARE VOID IF FAILURE OF A WARRANTED ITEM RESULTS, DIRECTLY, OR INDIRECTLY, FROM AN UNAUTHORIZED MODIFICATION OF A WARRANTED ITEM; AN UNAUTHORIZED ATTEMPT TO REPAIR A WARRANTED ITEM; OR MISUSE OF A WARRANTED ITEM, INCLUDING WITHOUT LIMITATION USE OF WARRANTED ITEM UNDER ABNORMAL OPERATING CONDITIONS OR WITHOUT ROUTINELY MAINTAINING A WARRANTED ITEM. BUYER SHALL PROMPTLY NOTIFY ISD OF ANY SUSPECTED DEFECTS IN SOFTWARE DELIVERY MEDIA.

ISD'S ENTIRE LIABILITY UNDER THIS WARRANTY AND BUYER'S EXCLUSIVE REMEDY SHALL BE AT ISD'S SOLE AND ABSOLUTE DISCRETION, (1) EITHER THE REPAIR OR REPLACEMENT OF ANY SOFTWARE ITEM THAT DOES NOT MEET THE RESPECTIVE WARRANTIES GIVEN ABOVE OR (2) A REFUND OF THE CHARGES FOR THE WARRANTED ITEM.

THE ABOVE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, AND REPRESENT THE FULL AND TOTAL OBLIGATION AND/OR LIABILITY OF ISD.

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IF UNDER THE LAW RULED APPLICABLE TO THIS AGREEMENT ANY PART OF THE ABOVE DISCLAIMER OF EXPRESSED OR IMPLIED WARRANTIES IS INVALID, THEN ISD DISCLAIMS EXPRESS OR IMPLIED WARRANTIES TO THE MAXIMUM EXTENT ALLOWED BY SAID LAW.

5.0 **Maintenance** - Maintenance and Support of the Software Product may be provided at a separate charge and in accordance with ISD's standard maintenance options and the then current ISD Software Maintenance Service Contract. Maintenance services for reference data are not included under ISD's standard Software Maintenance Services Contract. A subscription service for reference data may be available under separate agreement.

6.0 Software License - Software is furnished to Buyer under the terms of ISD's "Software License Agreement" which may be separately executed or may be included with the Software Product. Some third-party software provided under this Agreement may be furnished under the terms of the relevant third party's "Software License Agreement" which may be separately executed or may be included with the Software Product. Buyer agrees to execute an ISD Software License Agreement or relevant third party's Software License Agreement, as applicable, for the Software Products that are furnished without an included Software License Agreement.

7.0 Ownership – Buyer understands that ISD possesses information and data that was developed, created or discovered by ISD, or which has become known to, or has been conveyed to ISD which has commercial value in ISD's day-to-day business and contained within the Software Products. ISD considers such information and/or data to be proprietary and confidential. Such information and/or data includes, but is not limited to, computer software and code (including software and firmware listings, assemblers, applets, compilers, source code, object code, net lists, design tools, user interfaces, application programming interfaces, enhancements, protocols, formats, documentation, annotations, comments, data, data structures, databases, data collections, system build software and instructions), inventions (whether patentable or not), discoveries, designs, specifications, developments, concepts, ideas, methods, modifications, improvements, processes, know-how, show-how, techniques, algorithms, logic designs, screen displays, databases, mask works, formulae, techniques, trade secrets, graphics or images, text, audio or visual works, materials that document design or design processes, or that document research or testing, schematics, diagrams, product specifications and other works of authorship, including but not limited to all associated Documentation (collectively referred to as "Intellectual Property") and is exclusively owned by ISD No transfer of ownership of any Intellectual Property, directly or indirectly, is granted by this Agreement to Buyer.

All commercial, off-the-shelf software and third-party developed software furnished by ISD hereunder shall remain the property of ISD, or the respective third party, and is subject to ISD's or relevant third party's software license agreement(s).

8.0 Limitation of Liability – IN NO EVENT WILL ISD BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF USE OR PRODUCTION, LOSS OF REVENUE OR PROFIT, LOSS OF DATA, OR CLAIMS OF THIRD PARTIES, EVEN IF ISD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

UNDER NO CIRCUMSTANCE SHALL ISD LIABILITY UNDER THIS AGREEMENT EXCEED THE AMOUNT THAT ISD HAS BEEN PAID BY BUYER UNDER THIS AGREEMENT AT THE TIME THE CLAIM IS MADE. EXCEPT WHERE PROHIBITED BY APPLICABLE LAW, NO CLAIM REGARDLESS OF FORM, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT MAY BE BROUGHT BY BUYER MORE THAN TWO (2) YEARS AFTER THE EVENT GIVING RISE TO THE CAUSE OF ACTION HAS OCCURRED.

IF UNDER THE LAW RULED APPLICABLE TO THIS AGREEMENT ANY PART OF SECTION 8 IS INVALID, THEN ISD LIMITS ITS LIABILITY TO THE MAXIMUM EXTENT ALLOWED BY SAID LAW.

9.0 Documentation - Documentation shall mean, whether in electronic or printed form, User's Guides, Installation Guides, Reference Guides, Administrator's Guides, Customization Guides, Programmer's Guides, Configuration Guides and Help Guides delivered with a particular Software Product supplied by ISD to Buyer. Not all of the previous types of Documentation are delivered with each Software Product supplied by ISD.

ISD provides standard online Documentation with purchased Software Products. Buyer has the right to print online Documentation as needed for Buyer's internal purposes.

10.0 Assignment - Neither ISD nor Buyer shall assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other party, provided that such consent shall not be unreasonably withheld, except that ISD may assign its rights and obligations under this Agreement without the approval of Buyer to an entity which acquires all or substantially all of the assets of ISD or ISD Group USA Corporation or to any subsidiary, affiliate or successor in a merger or acquisition of ISD or ISD Group USA Corporation.

11.0 Nondisclosure - Buyer understands that ISD possesses information and data that was developed, created or discovered by ISD, or which became known by, or was conveyed to ISD, which has commercial value in ISD's business and which information and/or data ISD considers proprietary and/or confidential. This information and/or data includes, but is not limited to, trade secrets, copyrights, ideas, techniques, algorithms, know how, schematics, formulae, and source and object code computer programs. Buyer agrees to use reasonable efforts to treat and maintain as proprietary and confidential any information or data provided by ISD, in whatever form, as it would its own proprietary and confidential information and data and to comply with all license requirements, copyright, patents and trade secret laws as they may pertain to any information or data provided by ISD.

12.0 **Taxes -** All charges are exclusive of value added tax, ("Taxes"). Taxes shall expressly exclude any (i) federal, (ii) state, (iii) municipal, (iv) or other governmental income taxes, franchise taxes and other like taxes measured by ISD's net income. Taxes shall expressly include any related interest and/or penalty. Total invoice amount for any charges pursuant to the Agreement are subject to increase by the amount of any Taxes which ISD is required to pay and collect or pay regarding the transactions pursuant to the Agreement so that ISD receives the full amount of the charges invoiced. Any certificate to exempt any charges pursuant to this Agreement from any liability for Taxes or other documentary evidence of statutory exemption shall be obtained by Buyer at Buyer's expense and provided to ISD.

13.0 **General Terms of Payment** – Purchased Software Products: The ISD terms for purchased Software Products are net thirty (30) days from the date of shipment.

Leased Software Products: Invoices for leased Software Products will be submitted to Buyer on a monthly basis. Invoices will be submitted on the first business day after the 15th day of the month, and any increase in seat count after the 15th will be adjusted on the next month's invoice. A full month's lease charge will be charged for any partial month's utilization. All payments for leased Software Products shall be due to ISD within thirty (30) days of invoice to Buyer.

An interest charge of one and one-half percent (1 1/2%) per month (or the maximum amount allowed by law, whichever is less), prorated on the basis of a thirty (30) day month, will be assessed on delinquent payments. No payments may be withheld by Buyer for any reason nor may any counterclaim by Buyer be set off against any payment due under this Agreement without the prior written consent of ISD.

14.0 **Termination** – If either party:

commits a material breach of these conditions that is incapable of remedy or commits a material breach of these conditions that is capable of remedy but does not remedy such breach within thirty (30) days after notice of breach by the other party; or
ceases doing business, makes an assignment for the benefit of creditors, files a voluntary petition in bankruptcy, is adjudicated a bankrupt or an insolvent, or files a petition seeking reorganization, liquidation, dissolution or similar arrangement under present or future statute, law or regulation with immediate effect on the date of notice,

then the non-breaching party may, by giving written notice to the other Party, terminate any order hereunder as of a date specified in the notice of termination.

15.0 **Order Modification Requests -** In the event that Buyer makes changes following initial placement of the order, ISD reserves the right to reschedule Buyer's order. Upon Buyer's written notification of change(s), a new shipment date will be established by ISD.

16.0 **Governing Law -** This Agreement shall for all purposes be construed and enforced under and in accordance with the Laws of the US. The parties agree that any legal action or proceeding relating to this Agreement shall be instituted in the US Courts. The parties agree to submit to the jurisdiction of, and agree that venue is proper in these courts in any such legal action or proceeding. The parties waive the application of the United Nations Commission on International Trade Law and United Nations Convention on Contracts for the International Sale of Goods as to the interpretation or enforcement of this Agreement.

17.0 **Export Control –** ISD Group USA Corporation's Software Products and any software products obtained from ISD Group USA Corporation, its subsidiaries, or distributors, including any technical data related to these products ("Technical Data") are subject to the export control laws and regulations of the United States. Diversion contrary to U.S. law is prohibited. To the extent prohibited by United States or other applicable laws, these ISD Group USA Corporation Software Products and any software products obtained from ISD Group USA Corporation, its subsidiaries or distributors; Technical Data; and any derivatives of either, shall not be exported or re-exported, directly or indirectly (including via remote access) under the following circumstances:

a. To Cuba, Iran, North Korea, the Crimean region of Ukraine, or Syria, or any national of these countries or territories.

b. To any person or entity listed on any United States government denial list, including, but not limited to, the United States Department of Commerce Denied Persons, Entities, and Unverified Lists; the United States Department of Treasury Specially Designated Nationals List; and the United States Department of State Debarred List (https://build.export.gov/main/ecr/eg_main_023148).

c. To any entity when Buyer knows, or has reason to know, the end use of the ISD Group USA Software Products or software products obtained from ISD Group USA, its subsidiaries, or its distributors is related to the design,

development, production, or use of missiles, chemical, biological, or nuclear weapons, or other un-safeguarded or sensitive nuclear uses.

d. To any entity when Buyer knows, or has reason to know, that an illegal reshipment will take place.

Any questions regarding export or re-export of these ISD Group USA Software Products or software products obtained from ISD Group USA, its subsidiaries or distributors should be addressed to ISD Software und Systeme GmbH, Export Compliance Department, Hauert 4, 44227 Dortmund, Germany.

Buyer shall hold harmless and indemnify ISD for any causes of actions, claims, costs, expenses, and/or damages resulting to ISD from a breach by Buyer or any user of the export restrictions set forth in this Agreement.

18.0 Waiver - Any failure by ISD to enforce performance of the terms and conditions of this Agreement shall not constitute a waiver of, or affect ISD's right to avail itself of such remedies as it may have for any subsequent breach of the terms of this Agreement.

19.0 Severability - Whenever possible, each provision of this Agreement and each related document shall be interpreted in such a manner as to be effective and valid under applicable law. However, if any provision of this Agreement or any related document shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement or such related document.

20.0 Applicability - These Terms and Conditions apply to Software Products sold through ISD's direct sales force. Software Products sold through alternate sales channels have separate Terms and Conditions.

21.0 Confirmation of Terms - These Terms and Conditions shall apply to the exclusion of all other Terms and Conditions. ISD Group USA shall in particular not be bound by any Terms and Conditions, or reference thereto, contained in a customer's general conditions of purchase, order form, confirmation or acceptance letter, or in any other correspondence or documents irrespective of the point in time that these are sent. No adaptations, deletions or changes to these Terms and Conditions shall be binding, unless separately and specifically approved in writing and signed by a duly authorized representative of ISD Group USA.

22.0 Entire Agreement – These Terms and Conditions, the ISD Quotation, and the Buyer's Purchase Order to the extent that it is not inconsistent with these Terms and Conditions, together constitute the entire agreement between the parties with respect to the subject matter hereof; all prior agreements, representations, statements, negotiations, and undertakings are superseded hereby. This Agreement shall not be amended or modified except by written agreement of the parties.

BUYER	ISD Group USA Inc.
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date: