

# Delivery, License and Payment Terms and Conditions

## of WIBU-SYSTEMS Aktiengesellschaft

### 1. General

These Terms and Conditions govern all the deliveries and services of WIBU-SYSTEMS AG (hereinafter referred to as WIBU-SYSTEMS) to businesses. Businesses here are taken to mean natural or legal persons or partnerships with a legal personality which, in concluding a legal transaction, are acting in exercise of their trade, business or profession.

Deviating or supplementary agreements - especially as a result of conflicting terms and conditions of business - shall require the express written consent of WIBU-SYSTEMS in order to be valid.

All orders and contracts of the Buyer (quotations), together with warranties of the quality and features of the contract goods shall require the written confirmation of WIBU-SYSTEMS.

### 2. Price

Deliveries and services shall be made at the prices and conditions contained in the written order confirmation (acceptance). Prices specified therein are binding. Unless otherwise individually agreed, prices shall be ex the Karlsruhe warehouse in the Federal Republic of Germany plus value-added tax at the rate applicable on the date of invoice. Insofar as nothing else has been agreed, payments shall be made within 30 days of the invoice date, net, with no deductions being made. In the event of payment default, WIBU-SYSTEMS may charge 8% interest above the then applicable base interest rate. WIBU-SYSTEMS reserves the right to provide the Buyer with evidence that the losses caused by default were higher and to assert such losses against the Buyer.

### 3. Delivery dates

Delivery dates and periods shall be binding if they have been individually designated as binding by WIBU-SYSTEMS. Otherwise all delivery dates and periods shall not be binding. If non-compliance with a delivery period is attributable to unforeseen difficulties which WIBU-SYSTEMS is not responsible for, the delivery period shall be extended accordingly. In the event of default on delivery, the Buyer shall have the right to withdraw from the relevant delivery contract free of charge after expiry of a reasonable grace period set for WIBU-SYSTEMS. The general liability limitations in accordance with Section 9 of the present Terms and Conditions shall apply to any other compensation claims which the Buyer may have as a result of delayed deliveries or services.

WIBU-SYSTEMS may execute partial deliveries or services if the Buyer has no particular interest in a single delivery and the Buyer does not incur any additional transportation costs as a result of partial deliveries. The payment periods in Section 2 shall apply accordingly.

### 4. Transfer of risk

The risk shall pass to the Buyer upon the dispatch of goods by WIBU-SYSTEMS.

### 5. Reservation of title

We shall reserve the right to ownership of the goods pending full and complete payment of all claims from a current business relationship. If the Buyer is complying with its payment obligations to WIBU-SYSTEMS and is abiding by the software license terms included in these Terms and Conditions (Sections 10 and 11), it may resell and/or process goods under reservation of title in the ordinary course of business.

Any processing by the Buyer of products supplied by WIBU-SYSTEMS shall be made on behalf of WIBU-SYSTEMS. Reservation of title shall also apply to goods which are the result of processing, mixing or combining our goods in their full amount, with WIBU-SYSTEMS being deemed to be the producer. In the event that the reservation of title of third parties still persists when WIBU-SYSTEMS goods are processed, mixed or combined with the goods of these third parties, WIBU-SYSTEMS shall acquire co-ownership of such processed goods in proportion to the invoice value. The newly created goods are subject to the same terms as goods supplied under reservation of title. Claims which arise against third parties from the resale of goods or products shall be assigned to WIBU-SYSTEMS immediately by the Buyer as a security either in their entirety or in the amount of our proportional ownership. WIBU-SYSTEMS herewith accepts such assignments. WIBU-SYSTEMS and the Buyer are both authorized to collect any claims. WIBU-SYSTEMS agrees not to collect these claims as long as the Buyer complies with his payment obligations and is not in default, no application has been filed to open insolvency proceedings, and the Buyer's financial position is stable. If any of these cases exist however, WIBU-SYSTEMS may demand that the Buyer discloses to WIBU-SYSTEMS all assigned claims and associated debtors, that it provides all the necessary information required for collection, that it hands over related documents and it informs its debtors of the assignment.

Pledges or transfers by way of security shall not be permitted. In the event of seizures of the reserved goods by third parties, the Buyer shall draw attention to the ownership of WIBU-SYSTEMS, and shall inform WIBU-SYSTEMS without undue delay. In the event of conduct in breach of contract by the Buyer, in particular in the event of non-payment of the due purchase price, WIBU-SYSTEMS may withdraw from the contract in accordance with statutory provisions and/or demand the surrender of the goods on the basis of reservation of title. The demand for the surrender of goods does not simultaneously imply withdrawal from the contract; rather WIBU-SYSTEMS may demand the surrender of the goods only, whilst reserving the right to withdraw from the contract. In the event that the Buyer does not pay the due purchase price, WIBU-SYSTEMS may only assert such rights if WIBU-SYSTEMS has previously set the Buyer a reasonable period for payment to no avail or if setting such a time limit is not mandatory.

If the realizable value of the securities exceeds WIBU-SYSTEMS's claims by more than 10% WIBU-SYSTEMS shall, at the Buyer's request and at WIBU-SYSTEMS's discretion, release securities.

### 6. Obligation to examine and report defects

a) The Buyer shall examine the delivery within 14 working days. Any defects which are or can be ascertained shall be reported to WIBU-SYSTEMS by registered letter within the specified period. Posting of the notification by the deadline is sufficient. Defect complaints must include a detailed description of the defect to the best of the Buyer's ability.

b) In the event of no defect complaint being received in compliance with the requirements set out in paragraph a) within the specified periods, the goods in question shall be considered approved.

c) Defects which could not be detected during the examinations specified in paragraph a) shall be reported no later than eight working days after their detection, in compliance with defect notification requirements set out in paragraph a).

d) In the event of a breach of the obligation to examine and report defects in compliance with the requirements set out in paragraph a) or c), the delivery shall be considered approved as far as the defects are concerned.

### 7. Warranty

a) WIBU-SYSTEMS guarantees that its products are free of material and production defects at the time of the transfer of risk. WIBU-SYSTEMS also guarantees that the software shall conform to the specifications set out by WIBU-SYSTEMS in the relevant program documentation, and that it has been implemented with due care and technical knowledge.

Defect claims do not exist if there is only an insignificant deviation from the agreed or assumed quality and features, or if there is only a insignificant impairment of usability. Unless explicitly agreed in writing, product descriptions shall not be considered a warranty of the quality and features of the products.

b) If the supplied hardware is defective, WIBU-SYSTEMS may, at its discretion, repair the defect or offer replacement hardware - even if it occurs several times within a reasonable period depending on the type of defect. Software faults which have a significant adverse effect on the intended use may, at the discretion of WIBU-SYSTEMS, be rectified by supplying improved software, or by indicating how to fix the fault or suggesting a workaround; several attempts at rectification are allowed within a reasonable period depending on the type of fault.

c) The Buyer shall set WIBU-SYSTEMS a reasonable period for repairing the defect. For software defects (even if the software is embedded in the hardware), a repair period of 6 calendar weeks shall be regarded as a reasonable period. If the Buyer hinders a repair within the aforesaid period by failing to assist in its implementation to the required extent, WIBU-SYSTEMS shall be released from its warranty. If the defect cannot be repaired, or if, in an individual case, the Buyer cannot be reasonably expected to accept the repair, the Buyer may, at its discretion, withdraw from the contract (withdrawal), or to demand a reduction in the purchase price (price reduction), or to demand compensation instead of performance - within the limits of Section 9.

d) All warranties shall lapse if a defect is the result of the Buyer or a third party modifying, or incorrectly using or repairing the products without the consent of WIBU-SYSTEMS, or if the Buyer or a third party has not installed, operated or maintained the products in accordance with the guidelines of WIBU-SYSTEMS.

e) Unless otherwise specifically agreed, the warranty period shall be 36 (thirtysix) months, commencing from when the products are delivered to the Buyer.

### 8. Intellectual property rights and copyrights of third parties, WIBU-SYSTEMS reference list

a) WIBU-SYSTEMS guarantees that the supplied item is free of the intellectual property rights and copyrights of a third party. In the event of claims being made against a contract partner as a result of the infringement of such rights, the one contract partner will inform the other partner in writing and without undue delay.

b) In the event that the supplied item nevertheless infringes an intellectual property right or a copyright of a third party, WIBU-SYSTEMS shall, at its discretion and at its own cost, modify or replace the supplied item so that it no longer infringes any third party rights but still continues to function as contractually agreed, or obtain user rights for the Buyer by concluding a license agreement. If WIBU-SYSTEMS does not manage this within a reasonable period, the Buyer may withdraw from the contract or demand a reduction in the purchase price or to demand compensation - within the limits of Section 9.

c) In the event of a breach of rights by products supplied by WIBU-SYSTEMS from other manufacturers, WIBU-SYSTEMS shall, at its discretion, make claims against the manufacturer and upstream suppliers for the account of the Buyer or assign the claims to the Buyer. In these cases, claims against WIBU-SYSTEMS in accordance with this Section 8 only exist if legal enforcement of the aforesaid claims against the manufacturer and upstream suppliers was unsuccessful or, is likely to be so because of insolvency, for example.

The Buyer shall consent to WIBU-SYSTEMS including it in its reference list or other communications material, or publicizing in other ways its business relationship with the Buyer. This includes using the Buyer's distinctive trademarks, in particular its word mark, pictorial mark, combined word-picture and logo, if available, for this purpose. Where necessary, the Buyer will comply with WIBU-SYSTEMS's request to supply printable digital templates of its distinctive marks. The Buyer may revoke its consent at any time in writing.

### 9. Liability

a) Subject to applicable statutory regulations, WIBU-SYSTEMS shall be liable without restriction for losses arising through willful intent or gross negligence; in case of liability in accordance with the German Product Liability Act; in case of fraudulent concealment of a defect; where WIBU-SYSTEMS has accepted a warranty for the quality and features of the item; or in case of losses arising from injuries caused to life, body or health.

b) In all other respects, in the event of any breach of material contractual obligations, WIBU-SYSTEMS shall only be liable for foreseeable damage typical of the contract. Here material contractual obligations are obligations which protect the material contractual legal position of the Buyer as inherent in the nature of the contract; material contractual obligations are also obligations whose fulfillment enables proper execution of the contract, and which the Buyer has regularly trusted in and may trust in.

c) Additional contractual and tortious claims shall be excluded.

d) If WIBU-SYSTEMS's liability is excluded or limited, this shall also apply to the personal liability of WIBU-SYSTEMS's employees, representatives and vicarious agents.

e) Liability for loss of data shall be limited to the typical costs which would have been incurred if a regular data backup, appropriate to the level of risk, had been performed.

### 10. General software license terms and conditions

a) The Buyer shall be granted a simple, non-exclusive and non-transferrable right to use the object code of WIBU-SYSTEMS software and of third-party software (software developed by a software vendor independently of WIBU-SYSTEMS) and the relevant documentation, including subsequent amendments.

This right of use does not confer any other rights in the software. WIBU-SYSTEMS shall reserve all distribution, exhibition, presentation, performance, and publication rights to the software. The same shall apply to the processing and reproduction rights unless otherwise expressly agreed below.

b) The right of use referred to in a) shall be limited to the object code of the software program. WIBU-SYSTEMS shall not be obliged to make the source code available to the Buyer. The Buyer may not re-engineer, reassemble, decompile, or edit or modify the object code of the software in any other way. Without prejudice to § 69e German Copyright Act (Urhebergesetz).

c) All copying of software stored on data storage media and the accompanying material to electro-magnetic, optoelectronic or any other data storage medium is prohibited. Exceptions to the aforesaid are the one-off installation of the software from the data storage medium to the hard disk, and the downloading and/or printing of data from the running application for internal use only. The ban on copying does not apply to the creation of a backup for internal use for the sole purpose of safeguarding the presumed use to which the software is to be put in the future under the contract.

Insofar as the originals contain copyright notices, the Buyer shall ensure that all copies also contain them.

d) Insofar as a WIBU-SYSTEMS product contains open source software, this shall be made readily apparent, in which case the Buyer acquires rights of use directly from the copyright holders of the respective open source components and not from WIBU-SYSTEMS. The license terms of the open source components replace the aforesaid license terms and apply exclusively. WIBU-SYSTEMS shall make the texts of these license terms available to the Buyer.

### 11. Special license terms and conditions for the use of WIBU-SYSTEMS runtime software and libraries

Notwithstanding the aforesaid provisions of § 10, when using WIBU-SYSTEMS hardware, e.g. WibuBoxes or CmSticks, or the software-based CmAclLicense protection, the following license terms shall apply: The Buyer may integrate the WIBU-SYSTEMS software libraries required to implement WIBU-SYSTEMS protection systems into its computer programs or data as described in the relevant manual in order to protect them from unauthorized use or to monitor their usage.

The Buyer may also pass on the embedded WIBU-SYSTEMS software libraries to distributors and end-users together with its computer programs and data, and distribute the WIBU-SYSTEMS runtime software as part of its protected software. The customers of the Buyer shall have the right to use the WIBU-SYSTEMS software libraries and WIBU-SYSTEMS runtime software as components of the protected computer programs and data according to the provisions.

Before passing on the WIBU-SYSTEMS software libraries and WIBU-SYSTEMS runtime software, the Buyer is obliged to check that these components function correctly with the protected computer programs and data, and to report any problems to WIBU-SYSTEMS without due delay.

### 12. Export regulations and customs clearance

Insofar as the products are exported, the Buyer shall observe German export regulations and shall draw the attention of its customers to the fact that German export regulations apply in the event of such an export.

If, at the Buyer's request, deliveries are exported with duty unpaid, the Buyer shall be liable to WIBU-SYSTEMS for any subsequent Customs and Excise duties.

### 13. Final provisions

a) The Buyer may only transfer its rights and obligations under this contract with the prior written consent of WIBU-SYSTEMS. The Buyer shall only be entitled to set off claims against WIBU-SYSTEMS or to assert its right to withhold payment if its counterclaim is undisputed or has been ruled final and absolute by a court.

b) The contractual relationship shall be governed exclusively by German law. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply.

c) The place of performance and legal venue for all disputes arising from this contractual relationship, how it came into existence and its legal effect shall be Karlsruhe, Germany, if the Buyer is a business. WIBU-SYSTEMS may also enforce claims at the competent court for the place of residence or business of the Buyer.

d) If individual provisions of the aforesaid delivery, license and payment terms and conditions are or become invalid, the remaining provisions shall not be affected. The parties shall then endeavor to replace the invalid provision by an appropriate alternative which comes as close as possible to fulfilling the intended purpose of the invalid provision.

August 12, 2013