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THIS PRODUCT CONTAINS THE CRYPTOAUDITOR™ COMPUTER SOFTWARE APPLICATIONS AND RELATED DOCUMENTATION AND OTHER PROPRIETARY MATERIAL (COLLECTIVELY, THE "SOFTWARE"), THE USE OF WHICH IS SUBJECT TO THE TERMS OF THIS END-USER LICENSE AGREEMENT ("AGREEMENT"). WRITTEN APPROVAL IS NOT A PREREQUISITE TO THE VALIDITY OR ENFORCEABILITY OF THIS AGREEMENT. IF YOU HAVE ORDERED THE SOFTWARE, LICENSOR'S ACCEPTANCE OF YOUR PURCHASE ORDER IS EXPRESSLY CONDITIONAL ON YOUR ASSENT TO THESE TERMS TO THE EXCLUSION OF ALL OTHER TERMS (EXCEPT NON-PREPRINTED TERMS IN WRITING SIGNED BY BOTH PARTIES and the terms of the underlying GSA Schedule Contract or any specific, negotiated terms on the GSA Customer's Purchase Order that the Licensor has negotiated and approved in writing); IF THESE TERMS ARE CONSIDERED AN OFFER BY LICENSOR, ACCEPTANCE IS EXPRESSLY LIMITED TO THESE TERMS.

End-User License Agreement

This End-User License Agreement constitutes the agreement between SSH Communications Security Corporation ("Licensor") and legal entity who has ordered the products which are subject of this Agreement ("You") for the license of the Software.

1. GRANT OF LICENSE

Licensor hereby grants to You a non-transferable, non-exclusive, non-sublicensable license to install and use the Software on the number of hardware based computers or on virtual machines within hardware based computers for which You have paid the applicable license fees. You shall use the licenses solely for your business operations and the use is subject to the terms and conditions set forth in this Agreement. License(s) for CryptoAuditor authorizes You to use CryptoAuditor for auditing at maximum the number of concurrent client-server connections and/or number of audited connection endpoints as defined in the license and to the extent applicable License Fee(s) has been paid for. In relation to this Agreement and your use of Software, connection endpoint means a workstation, server, network appliance, or any other logical or physical network entity connections to which are controlled or audited by the Software, regardless of whether these connections are direct or routed via another network element such as a jump server, bastion host, application server, or gateway.

The license granted to You hereunder shall be in force, (a) for subscriptions: as long as the subscriptions and

the payment responsibility thereof is in force or (b) for perpetual licenses: without time limit, also after this agreement has ended.

2. OWNERSHIP

Licensor and/or its licensors retains all ownership, title and intellectual property rights with respect to the Software and all enhancements, fixes, corrections, modifications, copies and portions thereof, whether or not incorporated into or with other software. Licensor and/or its licensors reserve all rights not expressly granted to You herein. Any license granted by Licensor under this Agreement is not a sale of the Software or any portion or copy thereof. This Agreement does not convey title or ownership, but instead gives You only the limited rights of use as set forth in this Agreement. The Software contains valuable trade secrets of Licensor and its licensors. All worldwide ownership of and all rights, title and interests in and to the Software, and all copies and portions of the Software, including without limitation, all intellectual property rights therein and thereto, are and shall remain exclusively with Licensor. The Software is protected, among other ways, by the copyright laws of the United States of America, the European Union and international copyright treaties. All rights not expressly granted herein are retained by Licensor and its licensors. You agree that any copies of the Software will contain the same proprietary notices which appear on and in the Software.

3. USER RESTRICTIONS

You have no right to receive, use or examine any source code or design documentation relating to the Software.

You shall not nor allow any third party to:

- (i) use the Software except in accordance with the terms of this Agreement;
- (ii) modify, translate, reverse engineer, decompile, disassemble or otherwise attempt to reconstruct or discover the source code from the binaries of the Software, except to the extent applicable laws specifically prohibit such restriction;
- (iii) modify, translate, adapt, alter the Software or create derivative works from the Software (e.g. incorporating the Software in a commercial product or service without a proper license);
- (iv) copy the Software or any portion thereof (except for one emergency or back-up copy per license that You have paid for);



- (v) sell, assign, rent, lease, sublicense, lend, convey, distribute or otherwise transfer rights to the Software or to this Agreement or use or allow others to use Software for the benefit of third parties;
- (vi) load or use any portion of the Software (whether or not modified or incorporated into or with other software) on or with any machine or system other than the computers for which You have paid the applicable license fees;
- (vii) remove any product identification, copyright, proprietary notices or labels from the Software; or
- (viii) use any of the Licensor's trademarks in any manner other than their presence within Your copy of the Software without prior written permission of Licensor;
- (ix) use the Software to perform any unauthorized transfer of information (e.g. transfer of files in violation of a copyright) or for any illegal purpose;
- (x) transfer any rights under this Agreement, including, but not limited to, to any other company or division;
- (xi) incorporate, integrate or otherwise include the Software with any other software or documentation;
- (xii) use the Software for the business needs of another person or entity.

Any and all copies made by You as permitted hereunder must contain all of the original Software's copyright, trademark and other proprietary notices and marks.

4. TEMPORARY EVALUATION

If You would like to use the Software for a limited time solely for internal evaluation purposes before paying the applicable license fee(s) for the license granted under Section 1, You may use the Software subject to this Agreement, and the additional terms and use restrictions set forth on Schedule A hereto (the "Evaluation License").

5. FEES

You must pay Licensor the license fee(s) and the support service fee(s) for the Software in the amount(s) and in the manner in accordance with the terms and conditions as set forth in the ordering documents and this agreement.

6. SUPPORT SERVICES

Licensor is under no obligation to provide technical support, or to provide updates or error corrections for the Software in any way. Provided that You are not using the Software under an Evaluation License and that You have paid in full the license fee(s) for the Software and that You have paid in full the support service fee(s) for the Software, You will receive Licensor's maintenance releases (e.g. error corrections) as Licensor, in its sole discretion, releases them from time to time and technical support via the Web for certain time periods set by Licensor in its sole discretion. Licensor's support services will be provided according to the terms and conditions described in the attached Schedule B.

Any supplemental Software code provided to you as part of the Support Services shall be considered part of the Software and subject to the terms and conditions of this Agreement.

7. CONFIDENTIALITY

The Software and any license authorization codes are confidential and proprietary information of Licensor. You agree to take all necessary steps to protect the Software and any license authorization codes, if any, from unauthorized disclosure or use. You agree that You will not disclose the Software, in source code or object code form, to any third party.

8. WARRANTY

YOU ACKNOWLEDGE THAT THE SOFTWARE PROVIDED WILL PERFORM IN ACCORDANCE WITH ITS DOCUMENTATION FOR A PERIOD OF SIXTY (60) DAYS. LICENSOR EXPRESSLY DISCLAIMS, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS, AND ANY WARRANTY THAT MAY ARISE BY REASON OF TRADE USAGE, CUSTOM OR COURSE OF DEALING. LICENSOR DOES NOT WARRANT THAT THE SOFTWARE WILL BE OR ERROR-FREE OR THAT ITS USE WILL BE UNINTERRUPTED NOR THAT THE SOFTWARE WILL OPERATE WITH ANY HARDWARE AND/OR OTHER SOFTWARE OR REGARDING THE USE, OR THE RESULTS OF THE USE, OF THE SOFTWARE OR DOCUMENTATION IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY OR OTHERWISE.

9. LIMITATION OF LIABILITY

THE ENTIRE RISK AS TO RESULTS AND PERFORMANCE OF THE SOFTWARE IS ASSUMED BY YOU. ANY LIABILITY OF LICENSOR WITH RESPECT TO THE SOFTWARE, THE PERFORMANCE THEREOF OR DEFECTS THEREIN, OR UNDER THIS AGREEMENT, UNDER ANY WARRANTY, NEGLIGENCE, STRICT LIABILITY OR



OTHER LEGAL THEORY SHALL BE LIMITED EXCLUSIVELY TO PRODUCT REPLACEMENT OR REPAIR, OR IF REPLACEMENT OR REPAIR IS INADEQUATE AS A REMEDY OR IN LICENSOR'S SOLE OPINION, IMPRACTICAL, TO A REFUND OF THE ACTUAL AMOUNT PAID BY YOU FOR THE SOFTWARE OR SERVICES GIVING RISE TO THE CLAIM. This clause shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Contract under any federal fraud statute, including the False Claims Act, 31 U.S.C. §§ 3729-3733; (2) for any other matter for which liability cannot be excluded by law or (3) express remedies provided under any FAR, GSAR or Schedule 70 solicitation clauses incorporated into the GSA Schedule 70 contract.

10. DISCLAIMER OF DAMAGES

UNDER NO CIRCUMSTANCES WILL LICENSOR OR ITS LICENSORS BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR ANY KIND OR NATURE WHATSOEVER, WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, ARISING OUT OF OR IN ANY WAY RELATED TO THE SOFTWARE, THIS AGREEMENT, WHETHER DUE TO A BREACH OF LICENSOR'S OBLIGATIONS HEREUNDER OR OTHERWISE, EVEN IF LICENSOR OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR IF SUCH DAMAGE COULD HAVE BEEN REASONABLY FORESEEN, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY EXCLUSIVE REMEDY PROVIDED IN THIS AGREEMENT. SUCH LIMITATION ON DAMAGES INCLUDES, BUT IS NOT LIMITED TO, DAMAGES FOR LOSS OF GOODWILL, BUSINESS, REVENUE, OR SAVINGS, LOST PROFITS, LOSS OF DATA OR SOFTWARE, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION OR IMPAIRMENT OF OTHER GOODS. IN NO EVENT WILL LICENSOR OR ITS LICENSORS BE LIABLE FOR THE COSTS OF PROCUREMENT OF SUBSTITUTE SOFTWARE OR SERVICES.

YOU ACKNOWLEDGE THAT THIS SOFTWARE IS NOT DESIGNED OR LICENSED FOR USE IN ONLINE EQUIPMENT IN HAZARDOUS ENVIRONMENTS SUCH AS OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR CONTROL, OR LIFE-CRITICAL APPLICATIONS. LICENSOR EXPRESSLY DISCLAIMS ANY LIABILITY RESULTING FROM USE OF THE SOFTWARE IN ANY SUCH ONLINE EQUIPMENT IN HAZARDOUS ENVIRONMENTS AND ACCEPTS NO LIABILITY IN RESPECT OF ANY ACTIONS OR CLAIMS BASED ON THE USE OF THE SOFTWARE IN ANY SUCH ONLINE EQUIPMENT IN HAZARDOUS ENVIRONMENTS BY YOU. FOR PURPOSES OF THIS PARAGRAPH, THE TERM "LIFE-CRITICAL APPLICATION" MEANS AN

APPLICATION IN WHICH THE FUNCTIONING OR MALFUNCTIONING OF THE SOFTWARE MAY RESULT DIRECTLY OR INDIRECTLY IN PHYSICAL INJURY OR LOSS OF HUMAN LIFE.

11. TERMINATION

Upon termination You will remove all copies of the Software or any part of the Software from any and all computer storage devices and destroy the Software. At Licensor's request, You or your authorized signatory will certify in writing to Licensor that all complete and partial copies of the Software have been destroyed and that none remain in your possession or under your control. Except for the provisions entitled "Grant of License" and "Support Services", the provisions of this Agreement will survive termination. Termination is not an exclusive remedy, and all other remedies available to Licensor under this Agreement or at law shall be available to Licensor whether or not this Agreement is terminated.

Notwithstanding anything contained herein, if the customer is a Federal Government Entity, Federal law shall apply and termination shall be in accordance with FAR Part 52-212-4(l)&(m).

12. U.S. GOVERNMENT RIGHTS

If You are, or if You use the Software by or on behalf for any unit or agency of the United States Government, this provision applies. The Software is "commercial computer software" as that term is used and discussed in the Federal Acquisition Regulation (the FAR 12.212(a)) and in any successor regulations. Licensor represents that the Software was developed entirely at private expense, that no part of the Software was first produced in the performance of a Government contract, and that no part of the Software is in the public domain.

13. RESTRICTED RIGHTS

Use, duplication, or disclosure by the U.S. Government is subject to restrictions set forth in this Agreement. Manufacturer is SSH Communications Security Corporation, Takomotie 8, FI-00380 Helsinki, Finland.

14. EXPORT LAW

You acknowledge and agree that the Software may be subject to restrictions and controls, such as but not limited to those, imposed by the European Union and/or the United States of America export control laws and regulations. You agree and certify that neither the Software nor any direct product thereof is being or will be acquired, shipped, transferred, or re-exported, directly or indirectly, into any country, except pursuant to an export control license, issued by the appropriate authority, or will be used for any purpose prohibited by the same. By using the Software, You are acknowledging and agreeing to the foregoing, and You are representing and warranting that You will comply with all of laws of the United States of America. Further, You represent and warrant that You are not a national of



Cuba, Iran, Iraq, North Korea, Sudan, Syria or any other country subject to trade sanctions or a party listed in the U.S. Table of Denial Orders or U.S. Treasury Department's list of Specially Designated Nationals or any similar lists published by the relevant national authorities.

15. CONTROLLING LAW, VENUE AND SETTLEMENT OF DISPUTES

If you acquired the Software in the United States, this Agreement shall be interpreted and construed in accordance with the Federal laws of the United States, without regard to conflicts of law principles.

Further, the application of the United Nations Convention on Contract for the International Sale of Goods is always expressly excluded and disclaimed.

Notwithstanding the above provisions of this section, Licensor shall have the right to collect amounts owed by You in any court having jurisdiction over You.

Notwithstanding anything contained herein, if the customer is a Federal Government Entity, Federal law shall apply and the venue shall be in Federal Court in accordance with the Contracts Disputes Act of 1978 as Amended (41 USC 601-613) and FAR Part 52.212-4(d).

16. MISCELLANEOUS

If any provision hereof shall be held illegal, invalid or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary to make it legal, valid and enforceable, and the legality, validity and enforceability of all other provisions of this Agreement shall not be affected thereby.

No delay or failure by either party to exercise or enforce at any time any right or provision hereof shall be considered a waiver thereof or of such party's right thereafter to exercise or enforce each and every right and provision of this Agreement.

This Agreement will bind and inure to the benefit of each party's permitted successors and assigns. You may not assign this Agreement in whole or in part, without Licensor's prior written consent. Any attempt to assign this Agreement without such consent will be null and void.

This Agreement sets forth the entire agreement and understanding between You and Licensor relating to the subject matter hereof, namely the licensing of the Software and supersedes all prior oral and written and all contemporaneous oral negotiations, commitments and understandings of the parties, if any. This Agreement, however shall not take precedence over the terms of the underlying GSA Schedule Contract or any specific, negotiated terms on the GSA Customer's Purchase Order that the Licensor has negotiated and approved in writing.

This Agreement sets forth Licensor's entire liability and Your exclusive remedy with respect to the Software.

APPROVED

A handwritten signature in black ink, appearing to read "Gary E. Mitchell", written over a horizontal line.

Date: 1/14/2015

Gary E. Mitchell
Director Federal Sales and Operations
SSH Communications Security, Inc.



SCHEDULE A

TEMPORARY EVALUATION ATTACHMENT

This Schedule A to the above-referenced Agreement is incorporated into the Agreement, and limits the license granted under the Agreement with respect to the Software.

The Software is provided only for, and the license is granted for the sole purpose of Your internal evaluation of the Software and not for any productive or commercial use. You will make no other use of the Software or any portion thereof, whether or not incorporated into or with any other software.

Unless earlier terminated as provided in the Agreement, the license granted hereunder will terminate 45 days from the delivery of the Software to You (the "Evaluation Period").

Any use of the Software beyond the Evaluation Period requires payment of the applicable license fee(s). You agree that on or before the end of the Evaluation Period, You will either pay the applicable end-user list price or separately agreed license fee(s) with respect to the Software or immediately cease using the Software and destroy all copies that You may have in your possession or control, and remove the Software from your computers.

In addition to termination and any other remedies Licensor may have or exercise, if You breach the terms of this Schedule A or any other portion of the Agreement, Licensor shall promptly invoice you its end-user list price or license fee(s) for each unauthorized use of the Software.

YOU ACKNOWLEDGE THAT THE SOFTWARE IS PROVIDED "AS IS" AND THE LICENSOR PROVIDES NO WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE SOFTWARE OR THE USE OF FUNCTIONING THEREOF (INCLUDING, WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT) AND WILL HAVE NO LIABILITY WHATSOEVER IN CONNECTION WITH THE SOFTWARE OR THE USE OR FUNCTIONING THEREOF OR LOSS OF DATA RESULTING THEREFROM.

This Schedule A is an addition to the Agreement and does not change or supersede any term of the Agreement except to the extent unambiguously inconsistent therewith.



SCHEDULE B

EFFECTIVE 01 JANUARY 2015

SSH STANDARD SERVICE TERMS AND CONDITIONS FOR THE SUPPORT SERVICES OF TECTIA SSH PRODUCT(S)

1. APPLICABILITY

SSH Communications Security Corporation (below referred to as "Licensor") agrees to provide technical support and software maintenance services ("Support Services") for certain product(s) of Licensor ("Product(s)") to the Licensee solely on the following terms and conditions ("Standard Service Terms and Conditions").

Unless otherwise agreed by the Parties in writing, these Standard Service Terms and Conditions shall be the sole agreement between the Parties governing the Support Services of Product(s).

2. DEFINITIONS

The following capitalized terms shall have the following meanings:

"Documentation" shall mean the documents including, but not limited to, the product descriptions and software release notes in electronic form pertaining to the Product(s);

"Effective Date" shall mean the date of acceptance of the Purchase Order by Licensor;

"End-User License Agreement" shall mean Licensor's terms and conditions for licensing the Product(s), which the Licensee must acclaim prior to installing or using the Product(s);

"License(s)" shall mean a right to use the Product(s) on the terms and conditions specified in the End-User License Agreement;

"Licensee" shall mean a person or legal entity which has agreed to license the Product(s) hereunder;

"Long Term Support Release" means any Major Release or Minor Release, which is designated by Licensor as "Long Term Support Release" in its sole discretion;

"Maintenance Release" shall mean a Software Release, which is denoted by an increase in the third digit of the release numbering. It is functionally and syntactically similar to previous versions of the Major Release and/or the Minor Release with the exception of the fixes themselves. Subsequent Maintenance Releases related to Long Term Support Release will always contain only fixes that address product defects, not including any new features or functionality, whereas

other Maintenance Releases may also include new functionalities and/or feature(s).

"Major Release" shall mean a Software Release, which is denoted by an increase in the first digit of a Software Release, includes major new functionality, which may or may not be compatible with previous Major Release versions and their derivative Maintenance and Minor Releases;

"Minor Release" shall mean a Software Release, which is denoted by an increase in the second digit of a Software Release, including minor new functionality and/or feature;

"Product(s)" shall mean the computer software applications in machine-readable, binary code form provided by Licensor hereunder, but excluding the source code, human readable version of such software, schematics or other proprietary information;

"Purchase Order" shall mean a document that defines the Product(s) and/or Services ordered;

"Software Release" shall mean a software release from Licensor consisting of two (2) or optionally three (3) digits separated by decimal points. The first digit is the Major Release number, followed by the second digit, which is the Minor Release number, and optionally a third digit corresponding to the Maintenance Release number;

"Supported Operating Environments" means a combination of operating system and hardware where the relevant Product(s) can be installed and where the Products have been tested to work on. These combinations are designated as "Supported Operating Environments" by Licensor in its sole discretion. Licensor designates "Supported Operating Environments" for each Major, Minor, Maintenance and Long Term Support Release before or on the general availability date of such Release. Lists of "Supported Operating Environments" can be found at product specific data sheets: <http://www.ssh.com/index.php/resource-overview/brochures.html>

3. PRICES

The Licensee shall pay to the Licensor the prices for the Support Services provided hereunder ("Service Fee(s)") as indicated in the respective invoice.

Unless the Parties agree to a specific deduction in writing, the Licensee shall pay all non disputed portions of



the Service Fee(s) for the Support Services to the Licensor with no setoffs or deductions whatsoever.

4. TAXES AND MISCELLANEOUS CHARGES

Any taxes and duties (including but not limited to custom duties, import/export duties, stamp duties, value added tax, consumption tax, withholding tax and sales tax) imposed in the country in which the Support Services are delivered will be borne by the Licensee (collectively "Taxes"). Licensor shall state separately on its invoices taxes excluded from the fees, and the Customer agrees either to pay the amount of the taxes (based on the current value of the equipment) to the contractor or provide evidence necessary to sustain an exemption, in accordance with FAR 52.229-1 and FAR 52.229-3.

5. TERMS OF PAYMENT

Service Fee(s) for the Support Services shall be paid in advance against Licensor's respective invoice.

The Licensee shall pay the Service Fee(s) within thirty (30) days of receipt of an invoice from Licensor.

Nothing contained herein shall be deemed to contradict or contravene the Prompt Payment Act 31 U.S.C. 3903. Interest on late payments shall be in accordance with FAR Part 52.214-4(i)(2)(6)

6. TITLE

The Licensee acknowledges and agrees that title to and ownership of the Product(s), Documentation and/or Software Release(s) (including but not limited to all copies thereof) are and shall remain with Licensor or its licensors. Nothing contained in these Standard Service Terms and Conditions shall be construed as transferring any ownership right or interest in the Product(s) and/or the Documentation to the Licensee. The Licensee shall not receive any express or implied license or right under any patent, copyright, trademark, trade secret or other proprietary rights of Licensor or its licensors, except as expressly set forth in these Standard Service Terms and Conditions.

7. SUPPORT SERVICES

Licensor shall provide the Licensee with the Support Services subject to payment of applicable Service Fee(s).

The content of different levels of Support Services can be found online at: www.ssh.com/index.php/support-overview/support-services.html.

The Parties expressly agree that each new Software Release delivered to the Licensee under these Standard Service Terms and Conditions shall without further actions become the Product(s) under terms and conditions of the license agreement under which such Product(s) are licensed from Licensor by the Licensee.

Licensor shall provide Support Services only for Supported Operating Environments, unless otherwise agreed by the Parties in writing. Licensor designates Supported Operating Environments for each Major, Minor, Maintenance and Long Term Support Release before or on the general availability date of such Release. List of Supported Operating Environments can be found online at:

<http://www.ssh.com/index.php/resource-overview/brochures.html>.

Licensor shall have the right to change the content of the Support Services.

8. EXCLUSIONS OF SUPPORT SERVICES

Licensor shall not be required to provide the Support Services if the need for the Support Services is due to, caused by or arises from any of the following:

- Any modification, error correction or repair of the Product(s) by a party other than Licensor, or Licensee's failure to follow Licensor's instructions on operations and use;
- Any functionality not directly related to the Product;
- Use of the Product(s) with any hardware, software, magnetic media or service that is not provided, approved or authorized by Licensor;
- Use of the Product(s) in a manner or form not defined and described in the Documentation;
- Damage or failure of the Product(s) due to, caused by or arising from Force Majeure;
- Any problems caused by the use of the Product(s) on an unsupported operating environment.

9. SUPPORT TERM AND RENEWAL(S)

The initial term for the Support Services shall begin on the Effective Date and shall continue the following twelve (12) months term.

Licensor does not provide partial Support Services for any Product, unless otherwise agreed by the Parties in writing. Therefore the Licensee shall at all times possess a valid Support Services for all the instances of a Product in use.

The Licensee is required to document all support cancellations and license uninstallations by sending an acceptable SSH Uninstall Letter to Licensor itemizing the reason for cancellation and the uninstalled Products to which the Support Services are discontin-



ued/terminated. Only thereafter a support agreement for the licenses in actual use may be available.

Uninstalled licenses and related Support Services can be reinstated at any time by paying applicable Service Fees.

The Licensee shall renew Support Services by submitting a new Purchase Order for every prolonged term before the end of the previous Support Services term and by paying Service Fees according the respective invoice. All Support Services ordered and the related Service Fees are non-cancellable and non-refundable.

In the event that the Licensee fails to submit a new Purchase Order for the next Support Service term before the end of the previous term or if the Licensee fails to pay the respective invoice by the due date:

- a) Support Services shall be automatically discontinued by Licensor;
- b) The Licensee shall have no right to use any other Release of the Product(s), than the ones the Licensee has received during the paid Support Service terms.

If the Support Services are discontinued by Licensor according a) above, the Licensee may thereafter reinstate the Support Services only as set forth below.

In order to resume using uninstalled Licenses and/or reinstate the Support Services, the Licensee shall:

- (i) pay normal applicable annual Service Fee according Licensor's then valid price list for every twelve (12) months Support Service term starting after the end of the last paid Support Service term;
- (ii)

However, if the Support Services have been discontinued over eighteen (18) months, the Licenses will be permanently terminated and Support Services cannot be reinstated, unless otherwise agreed by the Parties in writing.

10. CONFIDENTIALITY

For the purposes of this Section confidential information (below referred to as "Confidential Information") is defined as any information received by a Party ("receiving Party") from the other Party ("disclosing Party"), whether before or after the Effective Date, which is marked or described by the disclosing Party in writing as being "Confidential", "Secret" or "Proprietary". The Parties specifically acknowledge that the Product(s) and Documentation, the source code

of the Product(s), and the terms and conditions of these Standard Service Terms and Conditions are Confidential Information. When the licensee is an instrumentality of the U.S. Government, neither this EULA nor the Schedule Price List shall be deemed "confidential information" notwithstanding marking to that effect. Notwithstanding anything in this Agreement to the contrary, the GSA Customer may retain such Confidential Information as required by law, regulation or its bona fide document retention procedures for legal, regulatory or compliance purposes; provided however, that such retained Confidential Information will continue to be subject to the confidentiality obligations of this Agreement.

The confidentiality obligation under this Section shall not cover knowledge which

- (i) was at the time of receipt published or otherwise generally available to the public;
- (ii) has after receipt by a Party been published or become generally available to the public otherwise than through any act or omission on part of the receiving Party;
- (iii) was lawfully in the possession of the receiving Party at the time of receipt without any restrictions on disclosure;
- (iv) was rightfully acquired from third parties without any undertaking of confidentiality imposed by such third parties;
- (v) was developed independently by the receiving Party without reference to the Confidential Information; or
- (vi) is required by applicable law or regulation or by legal process to be disclosed, so long as the receiving Party provides the disclosing Party with prompt written notice of such requirement to enable the disclosing Party to seek an appropriate protective order in accordance with applicable regulations. If no such order is obtained within a reasonable time, the receiving Party may, without liability hereunder, disclose such portion of the Confidential Information that on the advice of the receiving Party's legal counsel is legally required to be disclosed.

Both Parties agree to maintain Confidential Information in confidence and shall use the same degree of care, but in no event less than reasonable care, to avoid disclosure of Confidential Information as it uses with its own confidential and proprietary information of similar type and importance. Both Parties agree to disclose Confidential Information only to those of its employees and subcontractors who have a bona fide need to know solely for the purpose (and to the extent)



of exercising its rights contemplated under these Standard Service Terms and Conditions.

Any Confidential Information supplied by Licensor shall: (a) be used for the sole purpose of installing, using, evaluating and maintaining the Product(s); (b) not be used by the Licensee (or any other party) in a manner detrimental to Licensor's interest; and (c) not be reproduced, used or disclosed to other parties by the Licensee without Licensor's prior written consent. All Confidential Information supplied by Licensor is, and shall remain, Licensor's property.

The obligations set forth in this Section shall remain in force for a period of five (5) years as of the date of disclosure of the Confidential Information in question, regardless of an earlier termination of these Standard Service Terms and Conditions. Notwithstanding the foregoing, source code of the Product(s) shall be kept confidential indefinitely.

11 AMENDMENT

No changes or amendments to these Standard Service Terms and Conditions shall be effective unless reduced in writing and signed by Licensor.

12 AUDIT

Licensee shall, upon request of the licensor, provide a certification of compliance with terms and conditions of this license agreement. Such request shall not exceed once per year.

13 ASSIGNMENT

These Standard Service Terms and Conditions will bind and inure to the benefit of each Party's permitted successors and assigns. The Licensee shall not, without the prior written consent of Licensor, assign or otherwise transfer its rights and obligations under these Standard Service Terms and Conditions in whole or in part. Any attempt to assign these Standard Service Terms and Conditions in derogation of this Section will be null and void. This clause shall not be construed to restrict assignment within the agencies of the Department of Defense or the United States Government.

14 INDEPENDENT CONTRACTOR

Licensor and the Licensee are each engaged in an independent business. Each Party shall, at all times, perform its obligations as an independent contractor and not as the agent, franchisee, partner, employee or servant of the other Party. Each Party shall, at all times, be solely responsible for: (a) the employment, direction, supervision, compensation and discharge of its own employees, agents and subcontractors, including compliance with social security, withholding and all other

regulations governing such matters; and (b) its own acts and those acts of its employees, agents and subcontractors.

15 CONTROLLING LAW

These Standard Service Terms and Conditions shall be interpreted and construed in accordance with the United States Federal Law and more specifically, the Contracts Disputes Act of 1978 as amended (41 U.S.C. 7101-7109).

16 SETTLEMENT OF DISPUTES

See paragraph 15 above.

17 FORCE MAJEURE

Licensor shall not be deemed to have breached any obligation under these Standard Terms and Conditions if such breach results from causes that are beyond Licensor's reasonable control, including but without limitation to war (whether declared or not), acts of government or the European Union, export or import prohibitions, breakdown or general unavailability of transport, general shortages of energy, fire, explosions, accidents, strikes or other concerted actions of workmen, lockouts, sabotage, civil commotion and riots ("Force Majeure").

The Licensee shall not claim any damage or any other compensation from Licensor for delays or non-performance caused by Force Majeure.

18 WARRANTIES

LICENSOR REPRESENTS AND WARRANTS THAT ALL SUPPORT SERVICES SHALL BE PERFORMED IN A DILIGENT, PROFESSIONAL AND WORKMANLIKE MANNER CONSISTENT WITH INDUSTRY STANDARDS. LICENSOR MAKES NO OTHER WARRANTIES HEREUNDER, EITHER EXPRESS, IMPLIED OR STATUTORY INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

19 LIMITATION OF LIABILITY

EXCEPT IN CASE OF A VIOLATION OF LICENSOR'S INTELLECTUAL PROPERTY RIGHTS, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER THIS SERVICE AGREEMENT TO THE OTHER PARTY FOR ANY LOST PROFITS, LOSS OF BUSINESS, LOSS OF USE, LOSS OF GOODWILL, LOST SAVINGS OR OTHER CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, EVEN IF THE LIABLE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.



EXCEPT IN CASE OF A VIOLATION OF LICENSOR'S INTELLECTUAL PROPERTY RIGHTS, IF EITHER PARTY SHOULD BECOME ENTITLED TO CLAIM DAMAGES FROM THE OTHER PARTY UNDER THIS SERVICE AGREEMENT, THE LIABLE PARTY WILL BE LIABLE ONLY FOR THE AMOUNT OF THE OTHER PARTY'S ACTUAL DIRECT DAMAGES, NOT IN ANY CASE TO EXCEED THE TOTAL AMOUNT OF THE FEES ACTUALLY PAID BY LICENSEE FOR THE SERVICES TO WHICH THE LIABILITY RELATES.

The Parties agree that the limitations of liability set out in this Section are to be enforced to the maximum extent permitted by law, but will not be deemed to limit any liability to an extent that is impermissible under applicable law. This clause shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Contract (1) under any federal fraud statute, including the False Claims Act, 31 U.S.C. §§ 3729-3733; (2) for any other matter for which liability cannot be excluded by law or (3) express remedies provided under any FAR, GSAR or Schedule 70 solicitation clauses incorporated into the GSA Schedule 70 contract.

No action, regardless of form, arising out of any claimed breach of these Standard Terms and Conditions may be brought by the Licensee more than six (6) year after the cause of action has accrued and in no case later than six (6) years after the delivery of the respective Support Services.

20 TERM AND TERMINATION

These Standard Service Terms and Conditions shall be deemed to have been entered into on the Effective Date and shall remain in force until terminated.

21 EXPORT CONTROL

The Parties hereto shall comply with all the relevant export control laws, regulations and restrictions such as but not limited to those imposed by the European Union or the United States of America. The Licensee specifically acknowledges that the Product(s) and Documentation supplied by Licensor are subject to said export control laws, regulations and restrictions and must not be re-exported, transshipped, diverted or transferred, directly or indirectly, contrary to the said laws, regulations and restrictions.

22 ENTIRE AGREEMENT

Unless otherwise agreed in writing, these Standard Service Terms and Conditions set forth all of the prom-

ises, agreements and conditions regarding its subject matter and supersedes all prior understandings (whether written, oral or otherwise) pertaining thereto and constitute the entire agreement between Licensor and the Licensee; however, this Agreement shall not take precedence over the terms of the underlying GSA Schedule Contract or any specific, negotiated terms on the GSA Customer's Purchase Order that the Licensor has negotiated and approved in writing.

All Purchase Orders shall be fulfilled strictly in accordance with these Standard Terms and Conditions. These Standard Terms and Conditions shall be regarded as accepted at the latest upon date of acceptance of the Purchase Order by Licensor.



END USER LICENSE AGREEMENT FOR GSA USE

IMPORTANT READ CAREFULLY BEFORE INSTALLING OR USING THIS PRODUCT

THIS PRODUCT CONTAINS THE TECTIA® CONNECTSECURE COMPUTER SOFTWARE APPLICATIONS AND RELATED DOCUMENTATION AND OTHER PROPRIETARY MATERIAL (COLLECTIVELY, THE "SOFTWARE"), THE USE OF WHICH IS SUBJECT TO THE TERMS OF THIS END-USER LICENSE AGREEMENT ("AGREEMENT"). WRITTEN APPROVAL IS NOT A PREREQUISITE TO THE VALIDITY OR ENFORCEABILITY OF THIS AGREEMENT. IF YOU HAVE ORDERED THE SOFTWARE, LICENSOR'S ACCEPTANCE OF YOUR PURCHASE ORDER IS EXPRESSLY CONDITIONAL ON YOUR ASSENT TO THESE TERMS TO THE EXCLUSION OF ALL OTHER TERMS (EXCEPT NON-PREPRINTED TERMS IN WRITING SIGNED BY BOTH PARTIES and the terms of the underlying GSA Schedule contract or any specific, negotiated terms on the GSA Customer's Purchase Order that the Licensor has negotiated and approved in writing); IF THESE TERMS ARE CONSIDERED AN OFFER BY LICENSOR, ACCEPTANCE IS EXPRESSLY LIMITED TO THESE TERMS.

End-User License Agreement

This End-User License Agreement constitutes the agreement between SSH Communications Security Corporation ("Licensor") and legal entity who has ordered the products which are subject of this Agreement ("You") for the license of the Software.

1. GRANT OF LICENSE

Licensor hereby grants to You a non-transferable, non-exclusive, non-sublicensable license to install and use the Software on the number of hardware based computers or on virtual machines within hardware based computers for which You have paid the applicable license fees.

You shall use the licenses solely for your business operations and the use is subject to the terms and conditions set forth in this Agreement. For avoidance of doubt, one license of the Software authorizes You to install and use a single instance of the Software on a hardware based computer or a virtual machine within hardware based computer. In virtualized or shared desktop environments and/or infrastructures, one license is required for each concurrent user using the Software on an installed hardware or virtual computer.

The license granted to You hereunder shall be in force, (a) for subscriptions: as long as the subscriptions and the payment responsibility thereof is in force or (b) for

perpetual licenses: without time limit, also after this agreement has ended.

2. OWNERSHIP

Licensor and/or its licensors retains all ownership, title and intellectual property rights with respect to the Software and all enhancements, fixes, corrections, modifications, copies and portions thereof, whether or not incorporated into or with other software. Licensor and/or its licensors reserve all rights not expressly granted to You herein. Any license granted by Licensor under this Agreement is not a sale of the Software or any portion or copy thereof. This Agreement does not convey title or ownership, but instead gives You only the limited rights of use as set forth in this Agreement. The Software contains valuable trade secrets of Licensor and its licensors. All worldwide ownership of and all rights, title and interests in and to the Software, and all copies and portions of the Software, including without limitation, all intellectual property rights therein and thereto, are and shall remain exclusively with Licensor. The Software is protected, among other ways, by the copyright laws of the United States of America, the European Union and international copyright treaties. All rights not expressly granted herein are retained by Licensor and its licensors. You agree that any copies of the Software will contain the same proprietary notices which appear on and in the Software.

3. USER RESTRICTIONS

You have no right to receive, use or examine any source code or design documentation relating to the Software.

You shall not nor allow any third party to:

- (i) use the Software except in accordance with the terms of this Agreement;
- (ii) modify, translate, reverse engineer, decompile, disassemble or otherwise attempt to reconstruct or discover the source code from the binaries of the Software, except to the extent applicable laws specifically prohibit such restriction;
- (iii) modify, translate, adapt, alter the Software or create derivative works from the Software (e.g. incorporating the Software in a commercial product or service without a proper license);
- (iv) copy the Software or any portion thereof (except for one emergency or back-up copy per license that You have paid for);



- (v) sell, assign, rent, lease, sublicense, lend, convey, distribute or otherwise transfer rights to the Software or to this Agreement or use or allow others to use Software for the benefit of third parties;
- (vi) load or use any portion of the Software (whether or not modified or incorporated into or with other software) on or with any machine or system other than the computers for which You have paid the applicable license fees;
- (vii) remove any product identification, copyright, proprietary notices or labels from the Software; or
- (viii) use any of the Licensor's trademarks in any manner other than their presence within Your copy of the Software without prior written permission of Licensor;
- (ix) use the Software to perform any unauthorized transfer of information (e.g. transfer of files in violation of a copyright) or for any illegal purpose;
- (x) transfer any rights under this Agreement, including, but not limited to, to any other company or division;
- (xi) incorporate, integrate or otherwise include the Software with any other software or documentation;
- (xii) use the Software for the business needs of another person or entity.

Any and all copies made by You as permitted hereunder must contain all of the original Software's copyright, trademark and other proprietary notices and marks.

4. TEMPORARY EVALUATION

If You would like to use the Software for a limited time solely for internal evaluation purposes before paying the applicable license fee(s) for the license granted under Section 1, You may use the Software subject to this Agreement, and the additional terms and use restrictions set forth on Schedule A hereto (the "Evaluation License").

5. FEES

You must pay Licensor the license fee(s) and the support service fee(s) for the Software in the amount(s) and in the manner in accordance with the terms and conditions as set forth in the ordering documents and this agreement.

6. SUPPORT SERVICES

Licensor is under no obligation to provide technical support, or to provide updates or error corrections for

the Software in any way. Provided that You are not using the Software under an Evaluation License and that You have paid in full the license fee(s) for the Software and that You have paid in full the support service fee(s) for the Software, You will receive Licensor's maintenance releases (e.g. error corrections) as Licensor, in its sole discretion, releases them from time to time and technical support via the Web for certain time periods set by Licensor in its sole discretion. Licensor's support services will be provided according to the terms and conditions described in the attached Schedule B.

Any supplemental Software code provided to you as part of the Support Services shall be considered part of the Software and subject to the terms and conditions of this Agreement.

7. CONFIDENTIALITY

The Software and any license authorization codes are confidential and proprietary information of Licensor. You agree to take all necessary steps to protect the Software and any license authorization codes, if any, from unauthorized disclosure or use. You agree that You will not disclose the Software, in source code or object code form, to any third party.

8. WARRANTY

YOU ACKNOWLEDGE THAT THE SOFTWARE PROVIDED WILL PERFORM IN ACCORDANCE WITH ITS DOCUMENTATION FOR A PERIOD OF (60) DAYS. LICENSOR EXPRESSLY DISCLAIMS, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS, AND ANY WARRANTY THAT MAY ARISE BY REASON OF TRADE USAGE, CUSTOM OR COURSE OF DEALING. LICENSOR DOES NOT WARRANT THAT THE SOFTWARE WILL BE OR ERROR-FREE OR THAT ITS USE WILL BE UNINTERRUPTED NOR THAT THE SOFTWARE WILL OPERATE WITH ANY HARDWARE AND/OR OTHER SOFTWARE OR REGARDING THE USE, OR THE RESULTS OF THE USE, OF THE SOFTWARE OR DOCUMENTATION IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY OR OTHERWISE.

9. LIMITATION OF LIABILITY

THE ENTIRE RISK AS TO RESULTS AND PERFORMANCE OF THE SOFTWARE IS ASSUMED BY YOU. ANY LIABILITY OF LICENSOR WITH RESPECT TO THE SOFTWARE, THE PERFORMANCE THEREOF OR DEFECTS THEREIN, OR UNDER THIS AGREEMENT, UNDER ANY WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL THEORY SHALL BE LIMITED EXCLUSIVELY TO PRODUCT REPLACEMENT



OR REPAIR, OR IF REPLACEMENT OR REPAIR IS INADEQUATE AS A REMEDY OR IN LICENSOR'S SOLE OPINION, IMPRACTICAL, TO A REFUND OF THE ACTUAL AMOUNT PAID BY YOU FOR THE SOFTWARE OR SERVICES GIVING RISE TO THE CLAIM. This clause shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Contract under any federal fraud statute, including (1) the False Claims Act, 31 U.S.C. §§ 3729-3733; (2) for any other matter for which liability cannot be excluded by law or (3) express remedies provided under any FAR, GSAR or Schedule 70 solicitation clauses incorporated into the GSA Schedule 70 contract..

10. DISCLAIMER OF DAMAGES

UNDER NO CIRCUMSTANCES WILL LICENSOR OR ITS LICENSORS BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR ANY KIND OR NATURE WHATSOEVER, WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, ARISING OUT OF OR IN ANY WAY RELATED TO THE SOFTWARE, THIS AGREEMENT, WHETHER DUE TO A BREACH OF LICENSOR'S OBLIGATIONS HEREUNDER OR OTHERWISE, EVEN IF LICENSOR OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR IF SUCH DAMAGE COULD HAVE BEEN REASONABLY FORESEEN, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY EXCLUSIVE REMEDY PROVIDED IN THIS AGREEMENT. SUCH LIMITATION ON DAMAGES INCLUDES, BUT IS NOT LIMITED TO, DAMAGES FOR LOSS OF GOODWILL, BUSINESS, REVENUE, OR SAVINGS, LOST PROFITS, LOSS OF DATA OR SOFTWARE, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION OR IMPAIRMENT OF OTHER GOODS. IN NO EVENT WILL LICENSOR OR ITS LICENSORS BE LIABLE FOR THE COSTS OF PROCUREMENT OF SUBSTITUTE SOFTWARE OR SERVICES.

YOU ACKNOWLEDGE THAT THIS SOFTWARE IS NOT DESIGNED OR LICENSED FOR USE IN ONLINE EQUIPMENT IN HAZARDOUS ENVIRONMENTS SUCH AS OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR CONTROL, OR LIFE-CRITICAL APPLICATIONS. LICENSOR EXPRESSLY DISCLAIMS ANY LIABILITY RESULTING FROM USE OF THE SOFTWARE IN ANY SUCH ONLINE EQUIPMENT IN HAZARDOUS ENVIRONMENTS AND ACCEPTS NO LIABILITY IN RESPECT OF ANY ACTIONS OR CLAIMS BASED ON THE USE OF THE SOFTWARE IN ANY SUCH ONLINE EQUIPMENT IN HAZARDOUS ENVIRONMENTS BY YOU. FOR PURPOSES OF THIS PARAGRAPH, THE TERM "LIFE-CRITICAL APPLICATION" MEANS AN APPLICATION IN WHICH THE FUNCTIONING OR MALFUNCTIONING OF THE SOFTWARE

MAY RESULT DIRECTLY OR INDIRECTLY IN PHYSICAL INJURY OR LOSS OF HUMAN LIFE.

11. TERMINATION

Upon termination You will remove all copies of the Software or any part of the Software from any and all computer storage devices and destroy the Software. At Licensor's request, You or your authorized signatory will certify in writing to Licensor that all complete and partial copies of the Software have been destroyed and that none remain in your possession or under your control. Except for the provisions entitled "Grant of License" and "Support Services", the provisions of this Agreement will survive termination. Termination is not an exclusive remedy, and all other remedies available to Licensor under this Agreement or at law shall be available to Licensor whether or not this Agreement is terminated.

Notwithstanding anything contained herein, if the customer is a Federal Government Entity, Federal law shall apply and termination shall be in accordance with FAR Part 52-212-4(l)&(m).

12. U.S. GOVERNMENT RIGHTS

If You are, or if You use the Software by or on behalf for any unit or agency of the United States Government, this provision applies. The Software is "commercial computer software" as that term is used and discussed in the Federal Acquisition Regulation (the FAR 12.212(a)) and in any successor regulations. Licensor represents that the Software was developed entirely at private expense, that no part of the Software was first produced in the performance of a Government contract, and that no part of the Software is in the public domain.

13. RESTRICTED RIGHTS

Use, duplication, or disclosure by the U.S. Government is subject to restrictions set forth in this Agreement. Manufacturer is SSH Communications Security Corporation, Takomotie 8, FI-00380 Helsinki, Finland.

14. EXPORT LAW

You acknowledge and agree that the Software may be subject to restrictions and controls, such as but not limited to those, imposed by the European Union and/or the United States of America export control laws and regulations. You agree and certify that neither the Software nor any direct product thereof is being or will be acquired, shipped, transferred, or re-exported, directly or indirectly, into any country, except pursuant to an export control license, issued by the appropriate authority, or will be used for any purpose prohibited by the same. By using the Software, You are acknowledging and agreeing to the foregoing, and You are representing and warranting that You will comply with all of laws of the United States of America. Further, You represent and warrant that You are not a national of Cuba, Iran, Iraq, North Korea, Sudan, Syria or any other country subject to trade sanctions or a party listen



in the U.S. Table of Denial Orders or U.S. Treasury Department's list of Specially Designated Nationals or any similar lists published by the relevant national authorities.

15. CONTROLLING LAW, VENUE AND SETTLEMENT OF DISPUTES

If you acquired the Software in the United States, this Agreement shall be interpreted and construed in accordance with the Federal laws of the United, without regard to conflicts of law principles.

Further, the application of the United Nations Convention on Contract for the International Sale of Goods is always expressly excluded and disclaimed.

Notwithstanding the above provisions of this section, Licensor shall have the right to collect amounts owed by You in any court having jurisdiction over You.

Notwithstanding anything contained herein, if the customer is a Federal Government Entity, Federal law shall apply and the venue shall be in Federal Court in accordance with the Contracts Disputes Act of 1978 as Amended (41 USC 601-613) and FAR Part 52.212-4(d).

16. MISCELLANEOUS

If any provision hereof shall be held illegal, invalid or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary to make it legal, valid and enforceable, and the legality, validity and enforceability of all other provisions of this Agreement shall not be affected thereby.

No delay or failure by either party to exercise or enforce at any time any right or provision hereof shall be considered a waiver thereof or of such party's right thereafter to exercise or enforce each and every right and provision of this Agreement.

This Agreement will bind and inure to the benefit of each party's permitted successors and assigns. You may not assign this Agreement in whole or in part, without Licensor's prior written consent. Any attempt to assign this Agreement without such consent will be null and void.

This Agreement sets forth the entire agreement and understanding between You and Licensor relating to the subject matter hereof, namely the licensing of the Software and supersedes all prior oral and written and all contemporaneous oral negotiations, commitments and understandings of the parties, if any. This Agreement sets forth Licensor's entire liability and Your exclusive remedy with respect to the Software. This Agreement, however shall not take precedence over the terms of the underlying GSA Schedule Contract or any specific, negotiated terms on the GSA Customer's Purchase Order that the Licensor has negotiated and approved in writing.

APPROVED

A handwritten signature in black ink, appearing to read "Gary E. Mitchell", is written over a horizontal line.

Date: 1/14/2015

Gary E. Mitchell
Director Federal Sales and Operations
SSH Communications Security, Inc.



SCHEDULE A

TEMPORARY EVALUATION ATTACHMENT

This Schedule A to the above-referenced Agreement is incorporated into the Agreement, and limits the license granted under the Agreement with respect to the Software.

The Software is provided only for, and the license is granted for the sole purpose of Your internal evaluation of the Software and not for any productive or commercial use. You will make no other use of the Software or any portion thereof, whether or not incorporated into or with any other software.

Unless earlier terminated as provided in the Agreement, the license granted hereunder will terminate 45 days from the delivery of the Software to You (the "Evaluation Period").

Any use of the Software beyond the Evaluation Period requires payment of the applicable license fee(s). You agree that on or before the end of the Evaluation Period, You will either pay the applicable end-user list price or separately agreed license fee(s) with respect to the Software or immediately cease using the Software and destroy all copies that You may have in your possession or control, and remove the Software from your computers.

In addition to termination and any other remedies Licensor may have or exercise, if You breach the terms of this Schedule A or any other portion of the Agreement, Licensor shall promptly invoice to You its end-user list price or license fee(s) for each unauthorized use of the Software.

YOU ACKNOWLEDGE THAT THE SOFTWARE IS PROVIDED "AS IS" AND THE LICENSOR PROVIDES NO WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE SOFTWARE OR THE USE OF FUNCTIONING THEREOF (INCLUDING, WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT) AND WILL HAVE NO LIABILITY WHATSOEVER IN CONNECTION WITH THE SOFTWARE OR THE USE OR FUNCTIONING THEREOF OR LOSS OF DATA RESULTING THEREFROM.

This Schedule A is an addition to the Agreement and does not change or supersede any term of the Agreement except to the extent unambiguously inconsistent therewith.



SCHEDULE B

EFFECTIVE 01 JANUARY 2015

SSH STANDARD SERVICE TERMS AND CONDITIONS FOR THE SUPPORT SERVICES OF TECTIA SSH PRODUCT(S)

1. APPLICABILITY

SSH Communications Security Corporation (below referred to as "Licensor") agrees to provide technical support and software maintenance services ("Support Services") for certain product(s) of Licensor ("Product(s)") to the Licensee solely on the following terms and conditions ("Standard Service Terms and Conditions").

Unless otherwise agreed by the Parties in writing, these Standard Service Terms and Conditions shall be the sole agreement between the Parties governing the Support Services of Product(s).

2. DEFINITIONS

The following capitalized terms shall have the following meanings:

"Documentation" shall mean the documents including, but not limited to, the product descriptions and software release notes in electronic form pertaining to the Product(s);

"Effective Date" shall mean the date of acceptance of the Purchase Order by Licensor;

"End-User License Agreement" shall mean Licensor's terms and conditions for licensing the Product(s), which the Licensee must acclaim prior to installing or using the Product(s);

"License(s)" shall mean a right to use the Product(s) on the terms and conditions specified in the End-User License Agreement;

"Licensee" shall mean a person or legal entity which has agreed to license the Product(s) hereunder;

"Long Term Support Release" means any Major Release or Minor Release, which is designated by Licensor as "Long Term Support Release" in its sole discretion;

"Maintenance Release" shall mean a Software Release, which is denoted by an increase in the third digit of the release numbering. It is functionally and syntactically similar to previous versions of the Major Release and/or the Minor Release with the exception of the fixes themselves. Subsequent Maintenance Releases related to Long Term Support Release will always contain only fixes that address product defects, not including any new features or functionality, whereas

other Maintenance Releases may also include new functionalities and/or feature(s).

"Major Release" shall mean a Software Release, which is denoted by an increase in the first digit of a Software Release, includes major new functionality, which may or may not be compatible with previous Major Release versions and their derivative Maintenance and Minor Releases;

"Minor Release" shall mean a Software Release, which is denoted by an increase in the second digit of a Software Release, including minor new functionality and/or feature;

"Product(s)" shall mean the computer software applications in machine-readable, binary code form provided by Licensor hereunder, but excluding the source code, human readable version of such software, schematics or other proprietary information;

"Purchase Order" shall mean a document that defines the Product(s) and/or Services ordered;

"Software Release" shall mean a software release from Licensor consisting of two (2) or optionally three (3) digits separated by decimal points. The first digit is the Major Release number, followed by the second digit, which is the Minor Release number, and optionally a third digit corresponding to the Maintenance Release number;

"Supported Operating Environments" means a combination of operating system and hardware where the relevant Product(s) can be installed and where the Products have been tested to work on. These combinations are designated as "Supported Operating Environments" by Licensor in its sole discretion. Licensor designates "Supported Operating Environments" for each Major, Minor, Maintenance and Long Term Support Release before or on the general availability date of such Release. Lists of "Supported Operating Environments" can be found at product specific data sheets: <http://www.ssh.com/index.php/resource-overview/brochures.html>

3. PRICES

The Licensee shall pay to the Licensor the prices for the Support Services provided hereunder ("Service Fee(s)") as indicated in the respective invoice.

Unless the Parties agree to a specific deduction in writing, the Licensee shall pay all non disputed portions of



the Service Fee(s) for the Support Services to the Licensor with no setoffs or deductions whatsoever.

4. TAXES AND MISCELLANEOUS CHARGES

Any taxes and duties (including but not limited to custom duties, import/export duties, stamp duties, value added tax, consumption tax, withholding tax and sales tax) imposed in the country in which the Support Services are delivered will be borne by the Licensee (collectively "Taxes"). Licensor shall state separately on its invoices taxes excluded from the fees, and the Customer agrees either to pay the amount of the taxes (based on the current value of the equipment) to the contractor or provide evidence necessary to sustain an exemption, in accordance with FAR 52.229-1 and FAR 52.229-3.

5. TERMS OF PAYMENT

Service Fee(s) for the Support Services shall be paid in advance against Licensor's respective invoice.

The Licensee shall pay the Service Fee(s) within thirty (30) days of receipt of an invoice from Licensor.

Nothing contained herein shall be deemed to contradict or contravene the Prompt Payment Act 31 U.S.C. 3903. Interest on late payments shall be in accordance with FAR Part 52.214-4(i)(2)(6)

6. TITLE

The Licensee acknowledges and agrees that title to and ownership of the Product(s), Documentation and/or Software Release(s) (including but not limited to all copies thereof) are and shall remain with Licensor or its licensors. Nothing contained in these Standard Service Terms and Conditions shall be construed as transferring any ownership right or interest in the Product(s) and/or the Documentation to the Licensee. The Licensee shall not receive any express or implied license or right under any patent, copyright, trademark, trade secret or other proprietary rights of Licensor or its licensors, except as expressly set forth in these Standard Service Terms and Conditions.

7. SUPPORT SERVICES

Licensor shall provide the Licensee with the Support Services subject to payment of applicable Service Fee(s).

The content of different levels of Support Services can be found online at: www.ssh.com/index.php/support-overview/support-services.html.

The Parties expressly agree that each new Software Release delivered to the Licensee under these Standard Service Terms and Conditions shall without further actions become the Product(s) under terms and conditions of the license agreement under which such Product(s) are licensed from Licensor by the Licensee.

Licensor shall provide Support Services only for Supported Operating Environments, unless otherwise agreed by the Parties in writing. Licensor designates Supported Operating Environments for each Major, Minor, Maintenance and Long Term Support Release before or on the general availability date of such Release. List of Supported Operating Environments can be found online at:

<http://www.ssh.com/index.php/resource-overview/brochures.html>.

Licensor shall have the right to change the content of the Support Services.

8. EXCLUSIONS OF SUPPORT SERVICES

Licensor shall not be required to provide the Support Services if the need for the Support Services is due to, caused by or arises from any of the following:

- Any modification, error correction or repair of the Product(s) by a party other than Licensor, or Licensee's failure to follow Licensor's instructions on operations and use;
- Any functionality not directly related to the Product;
- Use of the Product(s) with any hardware, software, magnetic media or service that is not provided, approved or authorized by Licensor;
- Use of the Product(s) in a manner or form not defined and described in the Documentation;
- Damage or failure of the Product(s) due to, caused by or arising from Force Majeure;
- Any problems caused by the use of the Product(s) on an unsupported operating environment.

9. SUPPORT TERM AND RENEWAL(S)

The initial term for the Support Services shall begin on the Effective Date and shall continue the following twelve (12) months term.

Licensor does not provide partial Support Services for any Product, unless otherwise agreed by the Parties in writing. Therefore the Licensee shall at all times possess a valid Support Services for all the instances of a Product in use.

The Licensee is required to document all support cancellations and license uninstallations by sending an acceptable SSH Uninstall Letter to Licensor itemizing the reason for cancellation and the uninstalled Products to which the Support Services are discontin-



ued/terminated. Only thereafter a support agreement for the licenses in actual use may be available.

Uninstalled licenses and related Support Services can be reinstated at any time by paying applicable Service Fees.

The Licensee shall renew Support Services by submitting a new Purchase Order for every prolonged term before the end of the previous Support Services term and by paying Service Fees according the respective invoice. All Support Services ordered and the related Service Fees are non-cancellable and non-refundable.

In the event that the Licensee fails to submit a new Purchase Order for the next Support Service term before the end of the previous term or if the Licensee fails to pay the respective invoice by the due date:

- a) Support Services shall be automatically discontinued by Licensor;
- b) The Licensee shall have no right to use any other Release of the Product(s), than the ones the Licensee has received during the paid Support Service terms.

If the Support Services are discontinued by Licensor according a) above, the Licensee may thereafter reinstate the Support Services only as set forth below.

In order to resume using uninstalled Licenses and/or reinstate the Support Services, the Licensee shall:

- (i) pay normal applicable annual Service Fee according Licensor's then valid price list for every twelve (12) months Support Service term starting after the end of the last paid Support Service term;

However, if the Support Services have been discontinued over eighteen (18) months, the Licenses will be permanently terminated and Support Services cannot be reinstated, unless otherwise agreed by the Parties in writing.

10. CONFIDENTIALITY

For the purposes of this Section confidential information (below referred to as "Confidential Information") is defined as any information received by a Party ("receiving Party") from the other Party ("disclosing Party"), whether before or after the Effective Date, which is marked or described by the disclosing Party in writing as being "Confidential", "Secret" or "Proprietary". The Parties specifically acknowledge that the Product(s) and Documentation, the source code of the Product(s), and the terms and conditions of these Standard Service Terms and Conditions are Confidential Information. When the licensee is an instrumentality of the U.S. Government, neither this EULA nor the

Schedule Price List shall be deemed "confidential information" notwithstanding marking to that effect. Notwithstanding anything in this Agreement to the contrary, the GSA Customer may retain such Confidential Information as required by law, regulation or its bona fide document retention procedures for legal, regulatory or compliance purposes; provided however, that such retained Confidential Information will continue to be subject to the confidentiality obligations of this Agreement.

The confidentiality obligation under this Section shall not cover knowledge which

- (i) was at the time of receipt published or otherwise generally available to the public;
- (ii) has after receipt by a Party been published or become generally available to the public otherwise than through any act or omission on part of the receiving Party;
- (iii) was lawfully in the possession of the receiving Party at the time of receipt without any restrictions on disclosure;
- (iv) was rightfully acquired from third parties without any undertaking of confidentiality imposed by such third parties;
- (v) was developed independently by the receiving Party without reference to the Confidential Information; or
- (vi) is required by applicable law or regulation or by legal process to be disclosed, so long as the receiving Party provides the disclosing Party with prompt written notice of such requirement to enable the disclosing Party to seek an appropriate protective order in accordance with applicable regulations. If no such order is obtained within a reasonable time, the receiving Party may, without liability hereunder, disclose such portion of the Confidential Information that on the advice of the receiving Party's legal counsel is legally required to be disclosed.

Both Parties agree to maintain Confidential Information in confidence and shall use the same degree of care, but in no event less than reasonable care, to avoid disclosure of Confidential Information as it uses with its own confidential and proprietary information of similar type and importance. Both Parties agree to disclose Confidential Information only to those of its employees and subcontractors who have a bona fide need to know solely for the purpose (and to the extent) of exercising its rights contemplated under these Standard Service Terms and Conditions.

Any Confidential Information supplied by Licensor shall: (a) be used for the sole purpose of installing, using, evaluating and maintaining the Product(s); (b) not be used by the Licensee (or any other party) in a manner detrimental to Licensor's interest; and (c) not be reproduced, used or disclosed to other parties by the



Licensee without Licensor's prior written consent. All Confidential Information supplied by Licensor is, and shall remain, Licensor's property.

The obligations set forth in this Section shall remain in force for a period of five (5) years as of the date of disclosure of the Confidential Information in question, regardless of an earlier termination of these Standard Service Terms and Conditions. Notwithstanding the foregoing, source code of the Product(s) shall be kept confidential indefinitely.

11 AMENDMENT

No changes or amendments to these Standard Service Terms and Conditions shall be effective unless reduced in writing and signed by Licensor.

12 AUDIT

Licensee shall, upon request of the licensor, provide a certification of compliance with terms and conditions of this license agreement. Such request shall not exceed once per year.

13 ASSIGNMENT

These Standard Service Terms and Conditions will bind and inure to the benefit of each Party's permitted successors and assigns. The Licensee shall not, without the prior written consent of Licensor, assign or otherwise transfer its rights and obligations under these Standard Service Terms and Conditions in whole or in part. Any attempt to assign these Standard Service Terms and Conditions in derogation of this Section will be null and void. This clause shall not be construed to restrict assignment within the agencies of the Department of Defense or the United States Government.

14 INDEPENDENT CONTRACTOR

Licensor and the Licensee are each engaged in an independent business. Each Party shall, at all times, perform its obligations as an independent contractor and not as the agent, franchisee, partner, employee or servant of the other Party. Each Party shall, at all times, be solely responsible for: (a) the employment, direction, supervision, compensation and discharge of its own employees, agents and subcontractors, including compliance with social security, withholding and all other regulations governing such matters; and (b) its own acts and those acts of its employees, agents and subcontractors.

15 CONTROLLING LAW

These Standard Service Terms and Conditions shall be interpreted and construed in accordance with the Unit-

ed States Federal Law and more specifically, the Contracts Disputes Act of 1978 as amended (41 U.S.C. 7101-7109).

16 SETTLEMENT OF DISPUTES

See paragraph 15 above.

17 FORCE MAJEURE

Licensor shall not be deemed to have breached any obligation under these Standard Terms and Conditions if such breach results from causes that are beyond Licensor's reasonable control, including but without limitation to war (whether declared or not), acts of government or the European Union, export or import prohibitions, breakdown or general unavailability of transport, general shortages of energy, fire, explosions, accidents, strikes or other concerted actions of workmen, lockouts, sabotage, civil commotion and riots ("Force Majeure").

The Licensee shall not claim any damage or any other compensation from Licensor for delays or non-performance caused by Force Majeure.

18 WARRANTIES

LICENSOR REPRESENTS AND WARRANTS THAT ALL SUPPORT SERVICES SHALL BE PERFORMED IN A DILIGENT, PROFESSIONAL AND WORKMANLIKE MANNER CONSISTENT WITH INDUSTRY STANDARDS. LICENSOR MAKES NO OTHER WARRANTIES HEREUNDER, EITHER EXPRESS, IMPLIED OR STATUTORY INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

19 LIMITATION OF LIABILITY

EXCEPT IN CASE OF A VIOLATION OF LICENSOR'S INTELLECTUAL PROPERTY RIGHTS, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER THIS SERVICE AGREEMENT TO THE OTHER PARTY FOR ANY LOST PROFITS, LOSS OF BUSINESS, LOSS OF USE, LOSS OF GOODWILL, LOST SAVINGS OR OTHER CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, EVEN IF THE LIABLE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

EXCEPT IN CASE OF A VIOLATION OF LICENSOR'S INTELLECTUAL PROPERTY RIGHTS, IF EITHER PARTY SHOULD BECOME ENTITLED TO CLAIM DAMAGES FROM THE OTHER PARTY UNDER THIS SERVICE AGREEMENT, THE LIABLE PARTY WILL BE LIABLE ONLY FOR THE AMOUNT OF THE OTHER PARTY'S ACTUAL DIRECT DAMAGES, NOT IN ANY CASE TO



EXCEED THE TOTAL AMOUNT OF THE FEES ACTUALLY PAID BY LICENSEE FOR THE SERVICES TO WHICH THE LIABILITY RELATES.

The Parties agree that the limitations of liability set out in this Section are to be enforced to the maximum extent permitted by law, but will not be deemed to limit any liability to an extent that is impermissible under applicable law. This clause shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Contract (1) under any federal fraud statute, including the False Claims Act, 31 U.S.C. §§ 3729-3733; (2) for any other matter for which liability cannot be excluded by law or (3) express remedies provided under any FAR, GSAR or Schedule 70 solicitation clauses incorporated into the GSA Schedule 70 contract.

No action, regardless of form, arising out of any claimed breach of these Standard Terms and Conditions may be brought by the Licensee more than six (6) year after the cause of action has accrued and in no case later than six (6) years after the delivery of the respective Support Services.

20 TERM AND TERMINATION

These Standard Service Terms and Conditions shall be deemed to have been entered into on the Effective Date and shall remain in force until terminated.

21 EXPORT CONTROL

The Parties hereto shall comply with all the relevant export control laws, regulations and restrictions such as but not limited to those imposed by the European Union or the United States of America. The Licensee specifically acknowledges that the Product(s) and Documentation supplied by Licensor are subject to said export control laws, regulations and restrictions and must not be re-exported, transshipped, diverted or transferred, directly or indirectly, contrary to the said laws, regulations and restrictions.

22 ENTIRE AGREEMENT

Unless otherwise agreed in writing, these Standard Service Terms and Conditions set forth all of the promises, agreements and conditions regarding its subject matter and supersedes all prior understandings (whether written, oral or otherwise) pertaining thereto and constitute the entire agreement between Licensor and the Licensee; however, this Agreement shall not take precedence over the terms of the underlying GSA Schedule Contract or any specific, negotiated terms on the GSA Customer's Purchase Order that the Licensor has negotiated and approved in writing.

All Purchase Orders shall be fulfilled strictly in accordance with these Standard Terms and Conditions. These Standard Terms and Conditions shall be regarded as accepted at the latest upon date of acceptance of the Purchase Order by Licensor.



END USER LICENSE AGREEMENT FOR GSA USE

IMPORTANT READ CAREFULLY BEFORE INSTALLING OR USING THIS PRODUCT

THIS PRODUCT CONTAINS THE TECTIA® MFT EVENTS COMPUTER SOFTWARE APPLICATIONS AND RELATED DOCUMENTATION AND OTHER PROPRIETARY MATERIAL (COLLECTIVELY, THE "SOFTWARE"), THE USE OF WHICH IS SUBJECT TO THE TERMS OF THIS END-USER LICENSE AGREEMENT ("AGREEMENT"). WRITTEN APPROVAL IS NOT A PREREQUISITE TO THE VALIDITY OR ENFORCEABILITY OF THIS AGREEMENT. IF YOU HAVE ORDERED THE SOFTWARE, LICENSOR'S ACCEPTANCE OF YOUR PURCHASE ORDER IS EXPRESSLY CONDITIONAL ON YOUR ASSENT TO THESE TERMS TO THE EXCLUSION OF ALL OTHER TERMS (EXCEPT NON-PREPRINTED TERMS IN WRITING SIGNED BY BOTH PARTIES and the terms of the underlying GSA Schedule contract or any specific, negotiated terms on the GSA Customer's Purchase Order that the Licensor has negotiated and/or approved in writing); IF THESE TERMS ARE CONSIDERED AN OFFER BY LICENSOR, ACCEPTANCE IS EXPRESSLY LIMITED TO THESE TERMS.

End-User License Agreement

This End-User License Agreement constitutes the agreement between SSH Communications Security Corporation ("Licensor") and legal entity who has ordered the products which are subject of this Agreement ("You") for the license of the Software.

1. GRANT OF LICENSE

Licensor hereby grants to You a non-transferable, non-exclusive, non-sublicensable license to install and use the Software on the number of hardware based computers or on virtual machines within hardware based computers for which You have paid the applicable license fees. You shall use the licenses solely for your business operations and the use is subject to the terms and conditions set forth in this Agreement. For avoidance of doubt, one license of the Software authorizes You to install and use a single instance of the Software on a hardware based computer or a virtual machine within hardware based computer.

The license granted to You hereunder shall be in force, (a) for subscriptions: as long as the subscriptions and the payment responsibility thereof is in force or (b) for perpetual licenses: without time limit, also after this agreement has ended.

2. OWNERSHIP

Licensor and/or its licensors retains all ownership, title and intellectual property rights with respect to the Software and all enhancements, fixes, corrections, modifications, copies and portions thereof, whether or not incorporated into or with other software. Licensor and/or its licensors reserve all rights not expressly granted to You herein. Any license granted by Licensor under this Agreement is not a sale of the Software or any portion or copy thereof. This Agreement does not convey title or ownership, but instead gives You only the limited rights of use as set forth in this Agreement. The Software contains valuable trade secrets of Licensor and its licensors. All worldwide ownership of and all rights, title and interests in and to the Software, and all copies and portions of the Software, including without limitation, all intellectual property rights therein and thereto, are and shall remain exclusively with Licensor. The Software is protected, among other ways, by the copyright laws of the United States of America, the European Union and international copyright treaties. All rights not expressly granted herein are retained by Licensor and its licensors. You agree that any copies of the Software will contain the same proprietary notices which appear on and in the Software.

3. USER RESTRICTIONS

You have no right to receive, use or examine any source code or design documentation relating to the Software.

You shall not nor allow any third party to:

- (i) use the Software except in accordance with the terms of this Agreement;
- (ii) modify, translate, reverse engineer, decompile, disassemble or otherwise attempt to reconstruct or discover the source code from the binaries of the Software, except to the extent applicable laws specifically prohibit such restriction;
- (iii) modify, translate, adapt, alter the Software or create derivative works from the Software (e.g. incorporating the Software in a commercial product or service without a proper license);
- (iv) copy the Software or any portion thereof (except for one emergency or back-up copy per license that You have paid for);
- (v) sell, assign, rent, lease, sublicense, lend, convey, distribute or otherwise transfer rights to the Software or to this Agreement or use or allow



others to use Software for the benefit of third parties;

- (vi) load or use any portion of the Software (whether or not modified or incorporated into or with other software) on or with any machine or system other than the computers for which You have paid the applicable license fees;
- (vii) remove any product identification, copyright, proprietary notices or labels from the Software; or
- (viii) use any of the Licensor's trademarks in any manner other than their presence within Your copy of the Software without prior written permission of Licensor;
- (ix) use the Software to perform any unauthorized transfer of information (e.g. transfer of files in violation of a copyright) or for any illegal purpose;
- (x) transfer any rights under this Agreement, including, but not limited to, to any other company or division;
- (xi) incorporate, integrate or otherwise include the Software with any other software or documentation;
- (xii) use the Software for the business needs of another person or entity.

Any and all copies made by You as permitted hereunder must contain all of the original Software's copyright, trademark and other proprietary notices and marks.

4. TEMPORARY EVALUATION

If You would like to use the Software for a limited time solely for internal evaluation purposes before paying the applicable license fee(s) for the license granted under Section 1, You may use the Software subject to this Agreement, and the additional terms and use restrictions set forth on Schedule A hereto (the "Evaluation License").

5. FEES

You must pay Licensor the license fee(s) and the support service fee(s) for the Software in the amount(s) and in the manner in accordance with the terms and conditions as set forth in the ordering documents and this agreement.

6. SUPPORT SERVICES

Licensor is under no obligation to provide technical support, or to provide updates or error corrections for the Software in any way. Provided that You are not using the Software under an Evaluation License and that You have paid in full the license fee(s) for the

Software and that You have paid in full the support service fee(s) for the Software, You will receive Licensor's maintenance releases (e.g. error corrections) as Licensor, in its sole discretion, releases them from time to time and technical support via the Web for certain time periods set by Licensor in its sole discretion. Licensor's support services will be provided according to the terms and conditions described in the attached Schedule B.

Any supplemental Software code provided to you as part of the Support Services shall be considered part of the Software and subject to the terms and conditions of this Agreement.

7. CONFIDENTIALITY

The Software and any license authorization codes are confidential and proprietary information of Licensor. You agree to take all necessary steps to protect the Software and any license authorization codes, if any, from unauthorized disclosure or use. You agree that You will not disclose the Software, in source code or object code form, to any third party.

8. WARRANTY

YOU ACKNOWLEDGE THAT THE SOFTWARE PROVIDED WILL PERFORM IN ACCORDANCE WITH ITS DOCUMENTATION FOR A PERIOD OF SIXTY (60) DAYS. LICENSOR EXPRESSLY DISCLAIMS, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS, AND ANY WARRANTY THAT MAY ARISE BY REASON OF TRADE USAGE, CUSTOM OR COURSE OF DEALING. LICENSOR DOES NOT WARRANT THAT THE SOFTWARE WILL BE OR ERROR-FREE OR THAT ITS USE WILL BE UNINTERRUPTED NOR THAT THE SOFTWARE WILL OPERATE WITH ANY HARDWARE AND/OR OTHER SOFTWARE OR REGARDING THE USE, OR THE RESULTS OF THE USE, OF THE SOFTWARE OR DOCUMENTATION IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY OR OTHERWISE.

9. LIMITATION OF LIABILITY

THE ENTIRE RISK AS TO RESULTS AND PERFORMANCE OF THE SOFTWARE IS ASSUMED BY YOU. ANY LIABILITY OF LICENSOR WITH RESPECT TO THE SOFTWARE, THE PERFORMANCE THEREOF OR DEFECTS THEREIN, OR UNDER THIS AGREEMENT, UNDER ANY WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL THEORY SHALL BE LIMITED EXCLUSIVELY TO PRODUCT REPLACEMENT OR REPAIR, OR IF REPLACEMENT OR REPAIR IS INADEQUATE AS A REMEDY OR IN LICENSOR'S SOLE OPINION, IMPRACTICAL, TO A



REFUND OF THE ACTUAL AMOUNT PAID BY YOU FOR THE SOFTWARE OR SERVICES GIVING RISE TO THE CLAIM. This clause shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Contract under any federal fraud statute, including (1) the False Claims Act, 31 U.S.C. §§ 3729-3733; (2) for any other matter for which liability cannot be excluded by law or (3) express remedies provided under any FAR, GSAR or Schedule 70 solicitation clauses incorporated into the GSA Schedule 70 contract.

10. DISCLAIMER OF DAMAGES

UNDER NO CIRCUMSTANCES WILL LICENSOR OR ITS LICENSORS BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR ANY KIND OR NATURE WHATSOEVER, WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, ARISING OUT OF OR IN ANY WAY RELATED TO THE SOFTWARE, THIS AGREEMENT, WHETHER DUE TO A BREACH OF LICENSOR'S OBLIGATIONS HEREUNDER OR OTHERWISE, EVEN IF LICENSOR OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR IF SUCH DAMAGE COULD HAVE BEEN REASONABLY FORESEEN, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY EXCLUSIVE REMEDY PROVIDED IN THIS AGREEMENT. SUCH LIMITATION ON DAMAGES INCLUDES, BUT IS NOT LIMITED TO, DAMAGES FOR LOSS OF GOODWILL, BUSINESS, REVENUE, OR SAVINGS, LOST PROFITS, LOSS OF DATA OR SOFTWARE, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION OR IMPAIRMENT OF OTHER GOODS. IN NO EVENT WILL LICENSOR OR ITS LICENSORS BE LIABLE FOR THE COSTS OF PROCUREMENT OF SUBSTITUTE SOFTWARE OR SERVICES.

YOU ACKNOWLEDGE THAT THIS SOFTWARE IS NOT DESIGNED OR LICENSED FOR USE IN ONLINE EQUIPMENT IN HAZARDOUS ENVIRONMENTS SUCH AS OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR CONTROL, OR LIFE-CRITICAL APPLICATIONS. LICENSOR EXPRESSLY DISCLAIMS ANY LIABILITY RESULTING FROM USE OF THE SOFTWARE IN ANY SUCH ONLINE EQUIPMENT IN HAZARDOUS ENVIRONMENTS AND ACCEPTS NO LIABILITY IN RESPECT OF ANY ACTIONS OR CLAIMS BASED ON THE USE OF THE SOFTWARE IN ANY SUCH ONLINE EQUIPMENT IN HAZARDOUS ENVIRONMENTS BY YOU. FOR PURPOSES OF THIS PARAGRAPH, THE TERM "LIFE-CRITICAL APPLICATION" MEANS AN APPLICATION IN WHICH THE FUNCTIONING OR MALFUNCTIONING OF THE SOFTWARE MAY RESULT DIRECTLY OR INDIRECTLY IN PHYSICAL INJURY OR LOSS OF HUMAN LIFE.

11. TERMINATION

Upon termination You will remove all copies of the Software or any part of the Software from any and all computer storage devices and destroy the Software. At Licensor's request, You or your authorized signatory will certify in writing to Licensor that all complete and partial copies of the Software have been destroyed and that none remain in your possession or under your control. Except for the provisions entitled "Grant of License" and "Support Services", the provisions of this Agreement will survive termination. Termination is not an exclusive remedy, and all other remedies available to Licensor under this Agreement or at law shall be available to Licensor whether or not this Agreement is terminated.

Notwithstanding anything contained herein, if the customer is a Federal Government Entity, Federal law shall apply and termination shall be in accordance with FAR Part 52-212-4(1)&(m).

12. U.S. GOVERNMENT RIGHTS

If You are, or if You use the Software by or on behalf for any unit or agency of the United States Government, this provision applies. The Software is "commercial computer software" as that term is used and discussed in the Federal Acquisition Regulation (the FAR 12.212(a)) and in any successor regulations. Licensor represents that the Software was developed entirely at private expense, that no part of the Software was first produced in the performance of a Government contract, and that no part of the Software is in the public domain.

13. RESTRICTED RIGHTS

Use, duplication, or disclosure by the U.S. Government is subject to restrictions set forth in this Agreement. Manufacturer is SSH Communications Security Corporation, Takomotie 8, FI-00380 Helsinki, Finland.

14. EXPORT LAW

You acknowledge and agree that the Software may be subject to restrictions and controls, such as but not limited to those, imposed by the European Union and/or the United States of America export control laws and regulations. You agree and certify that neither the Software nor any direct product thereof is being or will be acquired, shipped, transferred, or re-exported, directly or indirectly, into any country, except pursuant to an export control license, issued by the appropriate authority, or will be used for any purpose prohibited by the same. By using the Software, You are acknowledging and agreeing to the foregoing, and You are representing and warranting that You will comply with all of laws of the United States of America. Further, You represent and warrant that You are not a national of Cuba, Iran, Iraq, North Korea, Sudan, Syria or any other country subject to trade sanctions or a party listed in the U.S. Table of Denial Orders or U.S. Treasury Department's list of Specially Designated Nationals or



any similar lists published by the relevant national authorities.

15. CONTROLLING LAW, VENUE AND SETTLEMENT OF DISPUTES

If you acquired the Software in the United States, this Agreement shall be interpreted and construed in accordance with the Federal laws of the United, without regard to conflicts of law principles.

Further, the application of the United Nations Convention on Contract for the International Sale of Goods is always expressly excluded and disclaimed.

Notwithstanding the above provisions of this section, Licensor shall have the right to collect amounts owed by You in any court having jurisdiction over You.

Notwithstanding anything contained herein, if the customer is a Federal Government Entity, Federal law shall apply and the venue shall be in Federal Court in accordance with the Contracts Disputes Act of 1978 as Amended (41 USC 601-613) and FAR Part 52.212-4(d).

16. MISCELLANEOUS

If any provision hereof shall be held illegal, invalid or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary to make it legal, valid and enforceable, and the legality, validity and enforceability of all other provisions of this Agreement shall not be affected thereby.

No delay or failure by either party to exercise or enforce at any time any right or provision hereof shall be considered a waiver thereof or of such party's right thereafter to exercise or enforce each and every right and provision of this Agreement.

This Agreement will bind and inure to the benefit of each party's permitted successors and assigns. You may not assign this Agreement in whole or in part, without Licensor's prior written consent. Any attempt to assign this Agreement without such consent will be null and void.

This Agreement sets forth the entire agreement and understanding between You and Licensor relating to the subject matter hereof, namely the licensing of the Software and supersedes all prior oral and written and all contemporaneous oral negotiations, commitments and understandings of the parties, if any. This Agreement sets forth Licensor's entire liability and Your exclusive remedy with respect to the Software. This Agreement, however shall not take precedence over the terms of the underlying GSA Schedule Contract or any specific, negotiated terms on the GSA Customer's Purchase Order.

APPROVED

A handwritten signature in black ink, appearing to read "Gary E. Mitchell", is written over a horizontal line.

Date: 1/14/2015

Gary E. Mitchell
Director Federal Sales and Operations
SSH Communications Security, Inc.



SCHEDULE A

TEMPORARY EVALUATION ATTACHMENT

This Schedule A to the above-referenced Agreement is incorporated into the Agreement, and limits the license granted under the Agreement with respect to the Software.

The Software is provided only for, and the license is granted for the sole purpose of Your internal evaluation of the Software and not for any productive or commercial use. You will make no other use of the Software or any portion thereof, whether or not incorporated into or with any other software.

Unless earlier terminated as provided in the Agreement, the license granted hereunder will terminate 45 days from the delivery of the Software to You (the "Evaluation Period").

Any use of the Software beyond the Evaluation Period requires payment of the applicable license fee(s). You agree that on or before the end of the Evaluation Period, You will either pay the applicable end-user list price or separately agreed license fee(s) with respect to the Software or immediately cease using the Software and destroy all copies that You may have in your possession or control, and remove the Software from your computers.

In addition to termination and any other remedies Licensor may have or exercise, if You breach the terms of this Schedule A or any other portion of the Agreement, Licensor shall promptly invoice You its end-user list price or license fee(s) for each unauthorized use of the Software.

YOU ACKNOWLEDGE THAT THE SOFTWARE IS PROVIDED "AS IS" AND THE LICENSOR PROVIDES NO WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE SOFTWARE OR THE USE OF FUNCTIONING THEREOF (INCLUDING, WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT) AND WILL HAVE NO LIABILITY WHATSOEVER IN CONNECTION WITH THE SOFTWARE OR THE USE OR FUNCTIONING THEREOF OR LOSS OF DATA RESULTING THEREFROM.

This Schedule A is an addition to the Agreement and does not change or supersede any term of the Agreement except to the extent unambiguously inconsistent therewith.



SCHEDULE B

EFFECTIVE 01 JANUARY 2015

SSH STANDARD SERVICE TERMS AND CONDITIONS FOR THE SUPPORT SERVICES OF TECTIA SSH PRODUCT(S)

1. APPLICABILITY

SSH Communications Security Corporation (below referred to as "Licensor") agrees to provide technical support and software maintenance services ("Support Services") for certain product(s) of Licensor ("Product(s)") to the Licensee solely on the following terms and conditions ("Standard Service Terms and Conditions").

Unless otherwise agreed by the Parties in writing, these Standard Service Terms and Conditions shall be the sole agreement between the Parties governing the Support Services of Product(s).

2. DEFINITIONS

The following capitalized terms shall have the following meanings:

"Documentation" shall mean the documents including, but not limited to, the product descriptions and software release notes in electronic form pertaining to the Product(s);

"Effective Date" shall mean the date of acceptance of the Purchase Order by Licensor;

"End-User License Agreement" shall mean Licensor's terms and conditions for licensing the Product(s), which the Licensee must acclaim prior to installing or using the Product(s);

"License(s)" shall mean a right to use the Product(s) on the terms and conditions specified in the End-User License Agreement;

"Licensee" shall mean a person or legal entity which has agreed to license the Product(s) hereunder;

"Long Term Support Release" means any Major Release or Minor Release, which is designated by Licensor as "Long Term Support Release" in its sole discretion;

"Maintenance Release" shall mean a Software Release, which is denoted by an increase in the third digit of the release numbering. It is functionally and syntactically similar to previous versions of the Major Release and/or the Minor Release with the exception of the fixes themselves. Subsequent Maintenance Releases related to Long Term Support Release will always contain only fixes that address product defects, not including any new features or functionality, whereas

other Maintenance Releases may also include new functionalities and/or feature(s).

"Major Release" shall mean a Software Release, which is denoted by an increase in the first digit of a Software Release, includes major new functionality, which may or may not be compatible with previous Major Release versions and their derivative Maintenance and Minor Releases;

"Minor Release" shall mean a Software Release, which is denoted by an increase in the second digit of a Software Release, including minor new functionality and/or feature;

"Product(s)" shall mean the computer software applications in machine-readable, binary code form provided by Licensor hereunder, but excluding the source code, human readable version of such software, schematics or other proprietary information;

"Purchase Order" shall mean a document that defines the Product(s) and/or Services ordered;

"Software Release" shall mean a software release from Licensor consisting of two (2) or optionally three (3) digits separated by decimal points. The first digit is the Major Release number, followed by the second digit, which is the Minor Release number, and optionally a third digit corresponding to the Maintenance Release number;

"Supported Operating Environments" means a combination of operating system and hardware where the relevant Product(s) can be installed and where the Products have been tested to work on. These combinations are designated as "Supported Operating Environments" by Licensor in its sole discretion. Licensor designates "Supported Operating Environments" for each Major, Minor, Maintenance and Long Term Support Release before or on the general availability date of such Release. Lists of "Supported Operating Environments" can be found at product specific data sheets: <http://www.ssh.com/index.php/resource-overview/brochures.html>

3. PRICES

The Licensee shall pay to the Licensor the prices for the Support Services provided hereunder ("Service Fee(s)") as indicated in the respective invoice.

Unless the Parties agree to a specific deduction in writing, the Licensee shall pay all non disputed portions of



the Service Fee(s) for the Support Services to the Licensor with no setoffs or deductions whatsoever.

4. TAXES AND MISCELLANEOUS CHARGES

Any taxes and duties (including but not limited to custom duties, import/export duties, stamp duties, value added tax, consumption tax, withholding tax and sales tax) imposed in the country in which the Support Services are delivered will be borne by the Licensee (collectively "Taxes"). Licensor shall state separately on its invoices taxes excluded from the fees, and the Customer agrees either to pay the amount of the taxes (based on the current value of the equipment) to the contractor or provide evidence necessary to sustain an exemption, in accordance with FAR 52.229-1 and FAR 52.229-3.

5. TERMS OF PAYMENT

Service Fee(s) for the Support Services shall be paid in advance against Licensor's respective invoice.

The Licensee shall pay the Service Fee(s) within thirty (30) days of receipt of an invoice from Licensor.

Nothing contained herein shall be deemed to contradict or contravene the Prompt Payment Act 31 U.S.C. 3903. Interest on late payments shall be in accordance with FAR Part 52.214-4(i)(2)(6)

6. TITLE

The Licensee acknowledges and agrees that title to and ownership of the Product(s), Documentation and/or Software Release(s) (including but not limited to all copies thereof) are and shall remain with Licensor or its licensors. Nothing contained in these Standard Service Terms and Conditions shall be construed as transferring any ownership right or interest in the Product(s) and/or the Documentation to the Licensee. The Licensee shall not receive any express or implied license or right under any patent, copyright, trademark, trade secret or other proprietary rights of Licensor or its licensors, except as expressly set forth in these Standard Service Terms and Conditions.

7. SUPPORT SERVICES

Licensor shall provide the Licensee with the Support Services subject to payment of applicable Service Fee(s).

The content of different levels of Support Services can be found online at: www.ssh.com/index.php/support-overview/support-services.html.

The Parties expressly agree that each new Software Release delivered to the Licensee under these Standard

Service Terms and Conditions shall without further actions become the Product(s) under terms and conditions of the license agreement under which such Product(s) are licensed from Licensor by the Licensee.

Licensor shall provide Support Services only for Supported Operating Environments, unless otherwise agreed by the Parties in writing. Licensor designates Supported Operating Environments for each Major, Minor, Maintenance and Long Term Support Release before or on the general availability date of such Release. List of Supported Operating Environments can be found online at:

<http://www.ssh.com/index.php/resource-overview/brochures.html>.

Licensor shall have the right to change the content of the Support Services.

8. EXCLUSIONS OF SUPPORT SERVICES

Licensor shall not be required to provide the Support Services if the need for the Support Services is due to, caused by or arises from any of the following:

- Any modification, error correction or repair of the Product(s) by a party other than Licensor, or Licensee's failure to follow Licensor's instructions on operations and use;
- Any functionality not directly related to the Product;
- Use of the Product(s) with any hardware, software, magnetic media or service that is not provided, approved or authorized by Licensor;
- Use of the Product(s) in a manner or form not defined and described in the Documentation;
- Damage or failure of the Product(s) due to, caused by or arising from Force Majeure;
- Any problems caused by the use of the Product(s) on an unsupported operating environment.

9. SUPPORT TERM AND RENEWAL(S)

The initial term for the Support Services shall begin on the Effective Date and shall continue the following twelve (12) months term.

Licensor does not provide partial Support Services for any Product, unless otherwise agreed by the Parties in writing. Therefore the Licensee shall at all times possess a valid Support Services for all the instances of a Product in use.

The Licensee is required to document all support cancellations and license uninstallations by sending an acceptable SSH Uninstall Letter to Licensor itemizing the reason for cancellation and the uninstalled Products to which the Support Services are discontinued/terminated. Only thereafter a support agreement for the licenses in actual use may be available.



Uninstalled licenses and related Support Services can be reinstated at any time by paying applicable Service Fees.

The Licensee shall renew Support Services by submitting a new Purchase Order for every prolonged term before the end of the previous Support Services term and by paying Service Fees according the respective invoice. All Support Services ordered and the related Service Fees are non-cancellable and non-refundable.

In the event that the Licensee fails to submit a new Purchase Order for the next Support Service term before the end of the previous term or if the Licensee fails to pay the respective invoice by the due date:

- a) Support Services shall be automatically discontinued by Licensor;
- b) The Licensee shall have no right to use any other Release of the Product(s), than the ones the Licensee has received during the paid Support Service terms.

If the Support Services are discontinued by Licensor according a) above, the Licensee may thereafter reinstate the Support Services only as set forth below.

In order to resume using uninstalled Licenses and/or reinstate the Support Services, the Licensee shall:

- (i) pay normal applicable annual Service Fee according Licensor's then valid price list for every twelve (12) months Support Service term starting after the end of the last paid Support Service term;

However, if the Support Services have been discontinued over eighteen (18) months, the Licenses will be permanently terminated and Support Services cannot be reinstated, unless otherwise agreed by the Parties in writing.

10. CONFIDENTIALITY

For the purposes of this Section confidential information (below referred to as "Confidential Information") is defined as any information received by a Party ("receiving Party") from the other Party ("disclosing Party"), whether before or after the Effective Date, which is marked or described by the disclosing Party in writing as being "Confidential", "Secret" or "Proprietary". The Parties specifically acknowledge that the Product(s) and Documentation, the source code of the Product(s), and the terms and conditions of these Standard Service Terms and Conditions are Confidential Information. When the licensee is an instrumentality of the U.S. Government, neither this EULA nor the Schedule Price List shall be deemed "confidential information" notwithstanding marking to that effect.

Notwithstanding anything in this Agreement to the contrary, the GSA Customer may retain such Confidential Information as required by law, regulation or its bona fide document retention procedures for legal, regulatory or compliance purposes; provided however, that such retained Confidential Information will continue to be subject to the confidentiality obligations of this Agreement.

The confidentiality obligation under this Section shall not cover knowledge which

- (i) was at the time of receipt published or otherwise generally available to the public;
- (ii) has after receipt by a Party been published or become generally available to the public otherwise than through any act or omission on part of the receiving Party;
- (iii) was lawfully in the possession of the receiving Party at the time of receipt without any restrictions on disclosure;
- (iv) was rightfully acquired from third parties without any undertaking of confidentiality imposed by such third parties;
- (v) was developed independently by the receiving Party without reference to the Confidential Information; or
- (vi) is required by applicable law or regulation or by legal process to be disclosed, so long as the receiving Party provides the disclosing Party with prompt written notice of such requirement to enable the disclosing Party to seek an appropriate protective order in accordance with applicable regulations. If no such order is obtained within a reasonable time, the receiving Party may, without liability hereunder, disclose such portion of the Confidential Information that on the advice of the receiving Party's legal counsel is legally required to be disclosed.

Both Parties agree to maintain Confidential Information in confidence and shall use the same degree of care, but in no event less than reasonable care, to avoid disclosure of Confidential Information as it uses with its own confidential and proprietary information of similar type and importance. Both Parties agree to disclose Confidential Information only to those of its employees and subcontractors who have a bona fide need to know solely for the purpose (and to the extent) of exercising its rights contemplated under these Standard Service Terms and Conditions.

Any Confidential Information supplied by Licensor shall: (a) be used for the sole purpose of installing, using, evaluating and maintaining the Product(s); (b) not be used by the Licensee (or any other party) in a manner detrimental to Licensor's interest; and (c) not be reproduced, used or disclosed to other parties by the Licensee without Licensor's prior written consent. All



Confidential Information supplied by Licensor is, and shall remain, Licensor's property.

The obligations set forth in this Section shall remain in force for a period of five (5) years as of the date of disclosure of the Confidential Information in question, regardless of an earlier termination of these Standard Service Terms and Conditions. Notwithstanding the foregoing, source code of the Product(s) shall be kept confidential indefinitely.

11 AMENDMENT

No changes or amendments to these Standard Service Terms and Conditions shall be effective unless reduced in writing and signed by Licensor.

12 AUDIT

Licensee shall, upon request of the licensor, provide a certification of compliance with terms and conditions of this license agreement. Such request shall not exceed once per year.

13 ASSIGNMENT

These Standard Service Terms and Conditions will bind and inure to the benefit of each Party's permitted successors and assigns. The Licensee shall not, without the prior written consent of Licensor, assign or otherwise transfer its rights and obligations under these Standard Service Terms and Conditions in whole or in part. Any attempt to assign these Standard Service Terms and Conditions in derogation of this Section will be null and void. This clause shall not be construed to restrict assignment within the agencies of the Department of Defense or the United States Government.

14 INDEPENDENT CONTRACTOR

Licensor and the Licensee are each engaged in an independent business. Each Party shall, at all times, perform its obligations as an independent contractor and not as the agent, franchisee, partner, employee or servant of the other Party. Each Party shall, at all times, be solely responsible for: (a) the employment, direction, supervision, compensation and discharge of its own employees, agents and subcontractors, including compliance with social security, withholding and all other regulations governing such matters; and (b) its own acts and those acts of its employees, agents and subcontractors.

15 CONTROLLING LAW

These Standard Service Terms and Conditions shall be interpreted and construed in accordance with the United States Federal Law and more specifically, the Con-

tracts Disputes Act of 1978 as amended (41 U.S.C.7101-7109).

16 SETTLEMENT OF DISPUTES

See paragraph 15 above.

17 FORCE MAJEURE

Licensor shall not be deemed to have breached any obligation under these Standard Terms and Conditions if such breach results from causes that are beyond Licensor's reasonable control, including but without limitation to war (whether declared or not), acts of government or the European Union, export or import prohibitions, breakdown or general unavailability of transport, general shortages of energy, fire, explosions, accidents, strikes or other concerted actions of workmen, lockouts, sabotage, civil commotion and riots ("Force Majeure").

The Licensee shall not claim any damage or any other compensation from Licensor for delays or non-performance caused by Force Majeure.

18 WARRANTIES

LICENSOR REPRESENTS AND WARRANTS THAT ALL SUPPORT SERVICES SHALL BE PERFORMED IN A DILIGENT, PROFESSIONAL AND WORKMANLIKE MANNER CONSISTENT WITH INDUSTRY STANDARDS. LICENSOR MAKES NO OTHER WARRANTIES HEREUNDER, EITHER EXPRESS, IMPLIED OR STATUTORY INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

19 LIMITATION OF LIABILITY

EXCEPT IN CASE OF A VIOLATION OF LICENSOR'S INTELLECTUAL PROPERTY RIGHTS, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER THIS SERVICE AGREEMENT TO THE OTHER PARTY FOR ANY LOST PROFITS, LOSS OF BUSINESS, LOSS OF USE, LOSS OF GOODWILL, LOST SAVINGS OR OTHER CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, EVEN IF THE LIABLE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

EXCEPT IN CASE OF A VIOLATION OF LICENSOR'S INTELLECTUAL PROPERTY RIGHTS, IF EITHER PARTY SHOULD BECOME ENTITLED TO CLAIM DAMAGES FROM THE OTHER PARTY UNDER THIS SERVICE AGREEMENT, THE LIABLE PARTY WILL BE LIABLE ONLY FOR THE AMOUNT OF THE OTHER PARTY'S ACTUAL DIRECT DAMAGES, NOT IN ANY CASE TO EXCEED THE TOTAL AMOUNT OF THE FEES



ACTUALLY PAID BY LICENSEE FOR THE SERVICES TO WHICH THE LIABILITY RELATES.

The Parties agree that the limitations of liability set out in this Section are to be enforced to the maximum extent permitted by law, but will not be deemed to limit any liability to an extent that is impermissible under applicable law. This clause shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Contract (1) under any federal fraud statute, including the False Claims Act, 31 U.S.C. §§ 3729-3733; (2) for any other matter for which liability cannot be excluded by law or (3) express remedies provided under any FAR, GSAR or Schedule 70 solicitation clauses incorporated into the GSA Schedule 70 contract.

No action, regardless of form, arising out of any claimed breach of these Standard Terms and Conditions may be brought by the Licensee more than six (6) years after the cause of action has accrued and in no case later than six (6) years after the delivery of the respective Support Services.

20 TERM AND TERMINATION

These Standard Service Terms and Conditions shall be deemed to have been entered into on the Effective Date and shall remain in force until terminated.

21 EXPORT CONTROL

The Parties hereto shall comply with all the relevant export control laws, regulations and restrictions such as but not limited to those imposed by the European Union or the United States of America. The Licensee specifically acknowledges that the Product(s) and Documentation supplied by Licensor are subject to said export control laws, regulations and restrictions and must not be re-exported, transshipped, diverted or transferred, directly or indirectly, contrary to the said laws, regulations and restrictions.

22 ENTIRE AGREEMENT

Unless otherwise agreed in writing, these Standard Service Terms and Conditions set forth all of the promises, agreements and conditions regarding its subject matter and supersedes all prior understandings (whether written, oral or otherwise) pertaining thereto and constitute the entire agreement between Licensor and the Licensee; however, this Agreement shall not take precedence over the terms of the underlying GSA Schedule Contract or any specific, negotiated terms on the GSA Customer's Purchase Order that the Licensor has negotiated and approved in writing.

All Purchase Orders shall be fulfilled strictly in accordance with these Standard Terms and Conditions. These Standard Terms and Conditions shall be regarded as accepted at the latest upon date of acceptance of the Purchase Order by Licensor.



END USER LICENSE AGREEMENT FOR GSA USE

IMPORTANT READ CAREFULLY BEFORE INSTALLING OR USING THIS PRODUCT

THIS PRODUCT CONTAINS THE SSH TECTIA® SERVER FOR IBM Z/OS COMPUTER SOFTWARE APPLICATIONS AND RELATED DOCUMENTATION AND OTHER PROPRIETARY MATERIAL (COLLECTIVELY, THE "SOFTWARE"), THE USE OF WHICH IS SUBJECT TO THE TERMS OF THIS END-USER LICENSE AGREEMENT ("AGREEMENT"). WRITTEN APPROVAL IS NOT A PREREQUISITE TO THE VALIDITY OR ENFORCEABILITY OF THIS AGREEMENT. IF YOU HAVE ORDERED THE SOFTWARE, LICENSOR'S ACCEPTANCE OF YOUR PURCHASE ORDER IS EXPRESSLY CONDITIONAL ON YOUR ASSENT TO THESE TERMS TO THE EXCLUSION OF ALL OTHER TERMS (EXCEPT NON-PREPRINTED TERMS IN WRITING SIGNED BY BOTH PARTIES and the terms of the underlying GSA Schedule contract or any specific, negotiated terms on the GSA Customer's Purchase Order that the Licensor has negotiated and approved in writing); IF THESE TERMS ARE CONSIDERED AN OFFER BY LICENSOR, ACCEPTANCE IS EXPRESSLY LIMITED TO THESE TERMS.

End-User License Agreement

This End-User License Agreement constitutes the agreement between SSH Communications Security Corporation ("Licensor") and legal entity who has ordered the products which are subject of this Agreement ("You") for the license of the Software.

1. GRANT OF LICENSE

Licensor hereby grants to You a non-transferable, non-exclusive, non-sublicensable license to install and use the Software on the number of IBM z/OS LPAR(s) for which You have paid the applicable license fees. You shall use the licenses solely for your business operations and the use is subject to the terms and conditions set forth in this Agreement. For avoidance of doubt, one license of the Software authorizes You to install and use a single instance of the Software on an IBM z/OS LPAR.

The license granted to You hereunder shall be in force, (a) for subscriptions: as long as the subscriptions and the payment responsibility thereof is in force or (b) for perpetual licenses: without time limit, also after this agreement has ended.

2. OWNERSHIP

Licensor and/or its licensors retains all ownership, title and intellectual property rights with respect to the Software and all enhancements, fixes, corrections,

modifications, copies and portions thereof, whether or not incorporated into or with other software. Licensor and/or its licensors reserve all rights not expressly granted to You herein. Any license granted by Licensor under this Agreement is not a sale of the Software or any portion or copy thereof. This Agreement does not convey title or ownership, but instead gives You only the limited rights of use as set forth in this Agreement. The Software contains valuable trade secrets of Licensor and its licensors. All worldwide ownership of and all rights, title and interests in and to the Software, and all copies and portions of the Software, including without limitation, all intellectual property rights therein and thereto, are and shall remain exclusively with Licensor. The Software is protected, among other ways, by the copyright laws of the United States of America, the European Union and international copyright treaties. All rights not expressly granted herein are retained by Licensor and its licensors. You agree that any copies of the Software will contain the same proprietary notices which appear on and in the Software.

3. USER RESTRICTIONS

You have no right to receive, use or examine any source code or design documentation relating to the Software.

You shall not nor allow any third party to:

- (i) use the Software except in accordance with the terms of this Agreement;
- (ii) modify, translate, reverse engineer, decompile, disassemble or otherwise attempt to reconstruct or discover the source code from the binaries of the Software, except to the extent applicable laws specifically prohibit such restriction;
- (iii) modify, translate, adapt, alter the Software or create derivative works from the Software (e.g. incorporating the Software in a commercial product or service without a proper license);
- (iv) copy the Software or any portion thereof (except for one emergency or back-up copy per license that You have paid for);
- (v) sell, assign, rent, lease, sublicense, lend, convey, distribute or otherwise transfer rights to the Software or to this Agreement or use or allow others to use Software for the benefit of third parties;



- (vi) load or use any portion of the Software (whether or not modified or incorporated into or with other software) on or with any machine or system other than the computers for which You have paid the applicable license fees;
- (vii) remove any product identification, copyright, proprietary notices or labels from the Software; or
- (viii) use any of the Licensor's trademarks in any manner other than their presence within Your copy of the Software without prior written permission of Licensor;
- (ix) use the Software to perform any unauthorized transfer of information (e.g. transfer of files in violation of a copyright) or for any illegal purpose;
- (x) transfer any rights under this Agreement, including, but not limited to, to any other company or division;
- (xi) incorporate, integrate or otherwise include the Software with any other software or documentation;
- (xii) use the Software for the business needs of another person or entity.

Any and all copies made by You as permitted hereunder must contain all of the original Software's copyright, trademark and other proprietary notices and marks.

4. TEMPORARY EVALUATION

If You would like to use the Software for a limited time solely for internal evaluation purposes before paying the applicable license fee(s) for the license granted under Section 1, You may use the Software subject to this Agreement, and the additional terms and use restrictions set forth on Schedule A hereto (the "Evaluation License").

5. FEES

You must pay Licensor the license fee(s) and the support service fee(s) for the Software in the amount(s) and in the manner in accordance with the terms and conditions as set forth in the ordering documents and this agreement.

6. SUPPORT SERVICES

Licensor is under no obligation to provide technical support, or to provide updates or error corrections for the Software in any way. Provided that You are not using the Software under an Evaluation License and that You have paid in full the license fee(s) for the Software and that You have paid in full the support service fee(s) for the Software, You will receive Licensor's maintenance releases (e.g. error corrections) as

Licensor, in its sole discretion, releases them from time to time and technical support via the Web for certain time periods set by Licensor in its sole discretion. Licensor's support services will be provided according to the terms and conditions described in the attached Schedule B.

Any supplemental Software code provided to you as part of the Support Services shall be considered part of the Software and subject to the terms and conditions of this Agreement.

7. CONFIDENTIALITY

The Software and any license authorization codes are confidential and proprietary information of Licensor. You agree to take all necessary steps to protect the Software and any license authorization codes, if any, from unauthorized disclosure or use. You agree that You will not disclose the Software, in source code or object code form, to any third party.

8. WARRANTY

YOU ACKNOWLEDGE THAT THE SOFTWARE PROVIDED WILL PERFORM IN ACCORDANCE WITH ITS DOCUMENTATION FOR A PERIOD OF SIXTY (60) DAYS. LICENSOR EXPRESSLY DISCLAIMS, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS, AND ANY WARRANTY THAT MAY ARISE BY REASON OF TRADE USAGE, CUSTOM OR COURSE OF DEALING. LICENSOR DOES NOT WARRANT THAT THE SOFTWARE WILL BE OR ERROR-FREE OR THAT ITS USE WILL BE UNINTERRUPTED NOR THAT THE SOFTWARE WILL OPERATE WITH ANY HARDWARE AND/OR OTHER SOFTWARE OR REGARDING THE USE, OR THE RESULTS OF THE USE, OF THE SOFTWARE OR DOCUMENTATION IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY OR OTHERWISE.

9. LIMITATION OF LIABILITY

THE ENTIRE RISK AS TO RESULTS AND PERFORMANCE OF THE SOFTWARE IS ASSUMED BY YOU. ANY LIABILITY OF LICENSOR WITH RESPECT TO THE SOFTWARE, THE PERFORMANCE THEREOF OR DEFECTS THEREIN, OR UNDER THIS AGREEMENT, UNDER ANY WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL THEORY SHALL BE LIMITED EXCLUSIVELY TO PRODUCT REPLACEMENT OR REPAIR, OR IF REPLACEMENT OR REPAIR IS INADEQUATE AS A REMEDY OR IN LICENSOR'S SOLE OPINION, IMPRACTICAL, TO A REFUND OF THE ACTUAL AMOUNT PAID BY YOU FOR THE SOFTWARE OR SERVICES GIVING RISE TO THE CLAIM. This clause shall not



impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Contract under any federal fraud statute, including (1) the False Claims Act, 31 U.S.C. §§ 3729-3733; (2) for any other matter for which liability cannot be excluded by law or (3) express remedies provided under any FAR, GSAR or Schedule 70 solicitation clauses incorporated into the GSA Schedule 70 contract.

10. DISCLAIMER OF DAMAGES

UNDER NO CIRCUMSTANCES WILL LICENSOR OR ITS LICENSORS BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR ANY KIND OR NATURE WHATSOEVER, WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, ARISING OUT OF OR IN ANY WAY RELATED TO THE SOFTWARE, THIS AGREEMENT, WHETHER DUE TO A BREACH OF LICENSOR'S OBLIGATIONS HEREUNDER OR OTHERWISE, EVEN IF LICENSOR OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR IF SUCH DAMAGE COULD HAVE BEEN REASONABLY FORESEEN, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY EXCLUSIVE REMEDY PROVIDED IN THIS AGREEMENT. SUCH LIMITATION ON DAMAGES INCLUDES, BUT IS NOT LIMITED TO, DAMAGES FOR LOSS OF GOODWILL, BUSINESS, REVENUE, OR SAVINGS, LOST PROFITS, LOSS OF DATA OR SOFTWARE, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION OR IMPAIRMENT OF OTHER GOODS. IN NO EVENT WILL LICENSOR OR ITS LICENSORS BE LIABLE FOR THE COSTS OF PROCUREMENT OF SUBSTITUTE SOFTWARE OR SERVICES.

YOU ACKNOWLEDGE THAT THIS SOFTWARE IS NOT DESIGNED OR LICENSED FOR USE IN ONLINE EQUIPMENT IN HAZARDOUS ENVIRONMENTS SUCH AS OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR CONTROL, OR LIFE-CRITICAL APPLICATIONS. LICENSOR EXPRESSLY DISCLAIMS ANY LIABILITY RESULTING FROM USE OF THE SOFTWARE IN ANY SUCH ONLINE EQUIPMENT IN HAZARDOUS ENVIRONMENTS AND ACCEPTS NO LIABILITY IN RESPECT OF ANY ACTIONS OR CLAIMS BASED ON THE USE OF THE SOFTWARE IN ANY SUCH ONLINE EQUIPMENT IN HAZARDOUS ENVIRONMENTS BY YOU. FOR PURPOSES OF THIS PARAGRAPH, THE TERM "LIFE-CRITICAL APPLICATION" MEANS AN APPLICATION IN WHICH THE FUNCTIONING OR MALFUNCTIONING OF THE SOFTWARE MAY RESULT DIRECTLY OR INDIRECTLY IN PHYSICAL INJURY OR LOSS OF HUMAN LIFE.

11. TERMINATION

Upon termination You will remove all copies of the Software or any part of the Software from any and all

computer storage devices and destroy the Software. At Licensor's request, You or your authorized signatory will certify in writing to Licensor that all complete and partial copies of the Software have been destroyed and that none remain in your possession or under your control. Except for the provisions entitled "Grant of License" and "Support Services", the provisions of this Agreement will survive termination. Termination is not an exclusive remedy, and all other remedies available to Licensor under this Agreement or at law shall be available to Licensor whether or not this Agreement is terminated.

Notwithstanding anything contained herein, if the customer is a Federal Government Entity, Federal law shall apply and termination shall be in accordance with FAR Part 52-212-4(l)&(m).

12. U.S. GOVERNMENT RIGHTS

If You are, or if You use the Software by or on behalf for any unit or agency of the United States Government, this provision applies. The Software is "commercial computer software" as that term is used and discussed in the Federal Acquisition Regulation (the FAR 12.212(a)) and in any successor regulations. Licensor represents that the Software was developed entirely at private expense, that no part of the Software was first produced in the performance of a Government contract, and that no part of the Software is in the public domain.

13. RESTRICTED RIGHTS

Use, duplication, or disclosure by the U.S. Government is subject to restrictions set forth in this Agreement. Manufacturer is SSH Communications Security Corporation, Takomotie 8, FI-00380 Helsinki, Finland.

14. EXPORT LAW

You acknowledge and agree that the Software may be subject to restrictions and controls, such as but not limited to those, imposed by the European Union and/or the United States of America export control laws and regulations. You agree and certify that neither the Software nor any direct product thereof is being or will be acquired, shipped, transferred, or re-exported, directly or indirectly, into any country, except pursuant to an export control license, issued by the appropriate authority, or will be used for any purpose prohibited by the same. By using the Software, You are acknowledging and agreeing to the foregoing, and You are representing and warranting that You will comply with all of laws of the United States of America. Further, You represent and warrant that You are not a national of Cuba, Iran, Iraq, North Korea, Sudan, Syria or any other country subject to trade sanctions or a party listed in the U.S. Table of Denial Orders or U.S. Treasury Department's list of Specially Designated Nationals or any similar lists published by the relevant national authorities.



15. CONTROLLING LAW, VENUE AND SETTLEMENT OF DISPUTES

If you acquired the Software in the United States, this Agreement shall be interpreted and construed in accordance with the Federal laws of the United, without regard to conflicts of law principles.

Further, the application of the United Nations Convention on Contract for the International Sale of Goods is always expressly excluded and disclaimed.

Notwithstanding the above provisions of this section, Licensor shall have the right to collect amounts owed by You in any court having jurisdiction over You.

Notwithstanding anything contained herein, if the customer is a Federal Government Entity, Federal law shall apply and the venue shall be in Federal Court in accordance with the Contracts Disputes Act of 1978 as Amended (41 USC 601-613) and FAR Part 52.212-4(d).

16. MISCELLANEOUS

If any provision hereof shall be held illegal, invalid or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary to make it legal, valid and enforceable, and the legality, validity and enforceability of all other provisions of this Agreement shall not be affected thereby.

No delay or failure by either party to exercise or enforce at any time any right or provision hereof shall be considered a waiver thereof or of such party's right thereafter to exercise or enforce each and every right and provision of this Agreement.

This Agreement will bind and inure to the benefit of each party's permitted successors and assigns. You may not assign this Agreement in whole or in part, without Licensor's prior written consent. Any attempt to assign this Agreement without such consent will be null and void.

This Agreement sets forth the entire agreement and understanding between You and Licensor relating to the subject matter hereof, namely the licensing of the Software and supersedes all prior oral and written and all contemporaneous oral negotiations, commitments and understandings of the parties, if any. This Agreement sets forth Licensor's entire liability and Your exclusive remedy with respect to the Software. This Agreement, however shall not take precedence over the terms of the underlying GSA Schedule Contract or any specific, negotiated terms on the GSA Customer's Purchase Order that the Licensor has negotiated and approved in writing.

APPROVED:

A handwritten signature in black ink, appearing to read "Gary E. Mitchell", is written over a horizontal line.

Date: 1/14/2015

Gary E. Mitchell
Director Federal Sales and Operations
SSH Communications Security, Inc.



SCHEDULE A

TEMPORARY EVALUATION ATTACHMENT

This Schedule A to the above-referenced Agreement is incorporated into the Agreement, and limits the license granted under the Agreement with respect to the Software.

The Software is provided only for, and the license is granted for the sole purpose of Your internal evaluation of the Software and not for any productive or commercial use. You will make no other use of the Software or any portion thereof, whether or not incorporated into or with any other software.

Unless earlier terminated as provided in the Agreement, the license granted hereunder will terminate 45 days from the delivery of the Software to You (the "Evaluation Period").

Any use of the Software beyond the Evaluation Period requires payment of the applicable license fee(s). You agree that on or before the end of the Evaluation Period, You will either pay the applicable end-user list price or separately agreed license fee(s) with respect to the Software or immediately cease using the Software and destroy all copies that You may have in your possession or control, and remove the Software from your computers.

In addition to termination and any other remedies Licensor may have or exercise, if You breach the terms of this Schedule A or any other portion of the Agreement, Licensor shall promptly invoice You its end-user list price or license fee(s) for each unauthorized use of the Software.

YOU ACKNOWLEDGE THAT THE SOFTWARE IS PROVIDED "AS IS" AND THE LICENSOR PROVIDES NO WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE SOFTWARE OR THE USE OF FUNCTIONING THEREOF (INCLUDING, WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT) AND WILL HAVE NO LIABILITY WHATSOEVER IN CONNECTION WITH THE SOFTWARE OR THE USE OR FUNCTIONING THEREOF OR LOSS OF DATA RESULTING THEREFROM.

This Schedule A is an addition to the Agreement and does not change or supersede any term of the Agreement except to the extent unambiguously inconsistent therewith.



SCHEDULE B

EFFECTIVE 01 JANUARY 2015

SSH STANDARD SERVICE TERMS AND CONDITIONS FOR THE SUPPORT SERVICES OF TECTIA SSH PRODUCT(S)

1. APPLICABILITY

SSH Communications Security Corporation (below referred to as "Licensor") agrees to provide technical support and software maintenance services ("Support Services") for certain product(s) of Licensor ("Product(s)") to the Licensee solely on the following terms and conditions ("Standard Service Terms and Conditions").

Unless otherwise agreed by the Parties in writing, these Standard Service Terms and Conditions shall be the sole agreement between the Parties governing the Support Services of Product(s).

2. DEFINITIONS

The following capitalized terms shall have the following meanings:

"Documentation" shall mean the documents including, but not limited to, the product descriptions and software release notes in electronic form pertaining to the Product(s);

"Effective Date" shall mean the date of acceptance of the Purchase Order by Licensor;

"End-User License Agreement" shall mean Licensor's terms and conditions for licensing the Product(s), which the Licensee must acclaim prior to installing or using the Product(s);

"License(s)" shall mean a right to use the Product(s) on the terms and conditions specified in the End-User License Agreement;

"Licensee" shall mean a person or legal entity which has agreed to license the Product(s) hereunder;

"Long Term Support Release" means any Major Release or Minor Release, which is designated by Licensor as "Long Term Support Release" in its sole discretion;

"Maintenance Release" shall mean a Software Release, which is denoted by an increase in the third digit of the release numbering. It is functionally and syntactically similar to previous versions of the Major Release and/or the Minor Release with the exception of the fixes themselves. Subsequent Maintenance Releases related to Long Term Support Release will always contain only fixes that address product defects, not including any new features or functionality, whereas

other Maintenance Releases may also include new functionalities and/or feature(s).

"Major Release" shall mean a Software Release, which is denoted by an increase in the first digit of a Software Release, includes major new functionality, which may or may not be compatible with previous Major Release versions and their derivative Maintenance and Minor Releases;

"Minor Release" shall mean a Software Release, which is denoted by an increase in the second digit of a Software Release, including minor new functionality and/or feature;

"Product(s)" shall mean the computer software applications in machine-readable, binary code form provided by Licensor hereunder, but excluding the source code, human readable version of such software, schematics or other proprietary information;

"Purchase Order" shall mean a document that defines the Product(s) and/or Services ordered;

"Software Release" shall mean a software release from Licensor consisting of two (2) or optionally three (3) digits separated by decimal points. The first digit is the Major Release number, followed by the second digit, which is the Minor Release number, and optionally a third digit corresponding to the Maintenance Release number;

"Supported Operating Environments" means a combination of operating system and hardware where the relevant Product(s) can be installed and where the Products have been tested to work on. These combinations are designated as "Supported Operating Environments" by Licensor in its sole discretion. Licensor designates "Supported Operating Environments" for each Major, Minor, Maintenance and Long Term Support Release before or on the general availability date of such Release. Lists of "Supported Operating Environments" can be found at product specific data sheets: <http://www.ssh.com/index.php/resource-overview/brochures.html>

3. PRICES

The Licensee shall pay to the Licensor the prices for the Support Services provided hereunder ("Service Fee(s)") as indicated in the respective invoice.

Unless the Parties agree to a specific deduction in writing, the Licensee shall pay all non disputed portions of



the Service Fee(s) for the Support Services to the Licensor with no setoffs or deductions whatsoever.

4. TAXES AND MISCELLANEOUS CHARGES

Any taxes and duties (including but not limited to custom duties, import/export duties, stamp duties, value added tax, consumption tax, withholding tax and sales tax) imposed in the country in which the Support Services are delivered will be borne by the Licensee (collectively "Taxes"). Licensor shall state separately on its invoices taxes excluded from the fees, and the Customer agrees either to pay the amount of the taxes (based on the current value of the equipment) to the contractor or provide evidence necessary to sustain an exemption, in accordance with FAR 52.229-1 and FAR 52.229-3.

5. TERMS OF PAYMENT

Service Fee(s) for the Support Services shall be paid in advance against Licensor's respective invoice.

The Licensee shall pay the Service Fee(s) within thirty (30) days of receipt of an invoice from Licensor.

Nothing contained herein shall be deemed to contradict or contravene the Prompt Payment Act 31 U.S.C. 3903. Interest on late payments shall be in accordance with FAR Part 52.214-4(i)(2)(6)

6. TITLE

The Licensee acknowledges and agrees that title to and ownership of the Product(s), Documentation and/or Software Release(s) (including but not limited to all copies thereof) are and shall remain with Licensor or its licensors. Nothing contained in these Standard Service Terms and Conditions shall be construed as transferring any ownership right or interest in the Product(s) and/or the Documentation to the Licensee. The Licensee shall not receive any express or implied license or right under any patent, copyright, trademark, trade secret or other proprietary rights of Licensor or its licensors, except as expressly set forth in these Standard Service Terms and Conditions.

7. SUPPORT SERVICES

Licensor shall provide the Licensee with the Support Services subject to payment of applicable Service Fee(s).

The content of different levels of Support Services can be found online at: www.ssh.com/index.php/support-overview/support-services.html.

The Parties expressly agree that each new Software Release delivered to the Licensee under these Standard Service Terms and Conditions shall without further actions become the Product(s) under terms and conditions of the license agreement under which such Product(s) are licensed from Licensor by the Licensee.

Licensor shall provide Support Services only for Supported Operating Environments, unless otherwise agreed by the Parties in writing. Licensor designates Supported Operating Environments for each Major, Minor, Maintenance and Long Term Support Release before or on the general availability date of such Release. List of Supported Operating Environments can be found online at:

<http://www.ssh.com/index.php/resource-overview/brochures.html>.

Licensor shall have the right to change the content of the Support Services.

8. EXCLUSIONS OF SUPPORT SERVICES

Licensor shall not be required to provide the Support Services if the need for the Support Services is due to, caused by or arises from any of the following:

- Any modification, error correction or repair of the Product(s) by a party other than Licensor, or Licensee's failure to follow Licensor's instructions on operations and use;
- Any functionality not directly related to the Product;
- Use of the Product(s) with any hardware, software, magnetic media or service that is not provided, approved or authorized by Licensor;
- Use of the Product(s) in a manner or form not defined and described in the Documentation;
- Damage or failure of the Product(s) due to, caused by or arising from Force Majeure;
- Any problems caused by the use of the Product(s) on an unsupported operating environment.

9. SUPPORT TERM AND RENEWAL(S)

The initial term for the Support Services shall begin on the Effective Date and shall continue the following twelve (12) months term.

Licensor does not provide partial Support Services for any Product, unless otherwise agreed by the Parties in writing. Therefore the Licensee shall at all times possess a valid Support Services for all the instances of a Product in use.

The Licensee is required to document all support cancellations and license uninstallations by sending an acceptable SSH Uninstall Letter to Licensor itemizing the reason for cancellation and the uninstalled Products to which the Support Services are discontin-



ued/terminated. Only thereafter a support agreement for the licenses in actual use may be available.

Uninstalled licenses and related Support Services can be reinstated at any time by paying applicable Service Fees.

The Licensee shall renew Support Services by submitting a new Purchase Order for every prolonged term before the end of the previous Support Services term and by paying Service Fees according the respective invoice. All Support Services ordered and the related Service Fees are non-cancellable and non-refundable.

In the event that the Licensee fails to submit a new Purchase Order for the next Support Service term before the end of the previous term or if the Licensee fails to pay the respective invoice by the due date:

- a) Support Services shall be automatically discontinued by Licensor;
- b) The Licensee shall have no right to use any other Release of the Product(s), than the ones the Licensee has received during the paid Support Service terms.

If the Support Services are discontinued by Licensor according a) above, the Licensee may thereafter reinstate the Support Services only as set forth below.

In order to resume using uninstalled Licenses and/or reinstate the Support Services, the Licensee shall:

- (i) pay normal applicable annual Service Fee according Licensor's then valid price list for every twelve (12) months Support Service term starting after the end of the last paid Support Service term;

However, if the Support Services have been discontinued over eighteen (18) months, the Licenses will be permanently terminated and Support Services cannot be reinstated, unless otherwise agreed by the Parties in writing.

10. CONFIDENTIALITY

For the purposes of this Section confidential information (below referred to as "Confidential Information") is defined as any information received by a Party ("receiving Party") from the other Party ("disclosing Party"), whether before or after the Effective Date, which is marked or described by the disclosing Party in writing as being "Confidential", "Secret" or "Proprietary". The Parties specifically acknowledge that the Product(s) and Documentation, the source code of the Product(s), and the terms and conditions of these Standard Service Terms and Conditions are Confiden-

tial Information. When the licensee is an instrumentality of the U.S. Government, neither this EULA nor the Schedule Price List shall be deemed "confidential information" notwithstanding marking to that effect. Notwithstanding anything in this Agreement to the contrary, the GSA Customer may retain such Confidential Information as required by law, regulation or its bona fide document retention procedures for legal, regulatory or compliance purposes; provided however, that such retained Confidential Information will continue to be subject to the confidentiality obligations of this Agreement.

The confidentiality obligation under this Section shall not cover knowledge which

- (i) was at the time of receipt published or otherwise generally available to the public;
- (ii) has after receipt by a Party been published or become generally available to the public otherwise than through any act or omission on part of the receiving Party;
- (iii) was lawfully in the possession of the receiving Party at the time of receipt without any restrictions on disclosure;
- (iv) was rightfully acquired from third parties without any undertaking of confidentiality imposed by such third parties;
- (v) was developed independently by the receiving Party without reference to the Confidential Information; or
- (vi) is required by applicable law or regulation or by legal process to be disclosed, so long as the receiving Party provides the disclosing Party with prompt written notice of such requirement to enable the disclosing Party to seek an appropriate protective order in accordance with applicable regulations . If no such order is obtained within a reasonable time, the receiving Party may, without liability hereunder, disclose such portion of the Confidential Information that on the advice of the receiving Party's legal counsel is legally required to be disclosed.

Both Parties agree to maintain Confidential Information in confidence and shall use the same degree of care, but in no event less than reasonable care, to avoid disclosure of Confidential Information as it uses with its own confidential and proprietary information of similar type and importance. Both Parties agree to disclose Confidential Information only to those of its employees and subcontractors who have a bona fide need to know solely for the purpose (and to the extent) of exercising its rights contemplated under these Standard Service Terms and Conditions.

Any Confidential Information supplied by Licensor shall: (a) be used for the sole purpose of installing, using, evaluating and maintaining the Product(s); (b) not be used by the Licensee (or any other party) in a



manner detrimental to Licensor's interest; and (c) not be reproduced, used or disclosed to other parties by the Licensee without Licensor's prior written consent. All Confidential Information supplied by Licensor is, and shall remain, Licensor's property.

The obligations set forth in this Section shall remain in force for a period of five (5) years as of the date of disclosure of the Confidential Information in question, regardless of an earlier termination of these Standard Service Terms and Conditions. Notwithstanding the foregoing, source code of the Product(s) shall be kept confidential indefinitely.

11 AMENDMENT

No changes or amendments to these Standard Service Terms and Conditions shall be effective unless reduced in writing and signed by Licensor.

12 AUDIT

Licensee shall, upon request of the licensor, provide a certification of compliance with terms and conditions of this license agreement. Such request shall not exceed once per year.

13 ASSIGNMENT

These Standard Service Terms and Conditions will bind and inure to the benefit of each Party's permitted successors and assigns. The Licensee shall not, without the prior written consent of Licensor, assign or otherwise transfer its rights and obligations under these Standard Service Terms and Conditions in whole or in part. Any attempt to assign these Standard Service Terms and Conditions in derogation of this Section will be null and void. This clause shall not be construed to restrict assignment within the agencies of the Department of Defense or the United States Government.

14 INDEPENDENT CONTRACTOR

Licensor and the Licensee are each engaged in an independent business. Each Party shall, at all times, perform its obligations as an independent contractor and not as the agent, franchisee, partner, employee or servant of the other Party. Each Party shall, at all times, be solely responsible for: (a) the employment, direction, supervision, compensation and discharge of its own employees, agents and subcontractors, including compliance with social security, withholding and all other regulations governing such matters; and (b) its own acts and those acts of its employees, agents and subcontractors.

15 CONTROLLING LAW

These Standard Service Terms and Conditions shall be interpreted and construed in accordance with the United States Federal Law and more specifically, the Contracts Disputes Act of 1978 as amended (41 U.S.C. 7101-7109).

16 SETTLEMENT OF DISPUTES

See paragraph 15 above.

17 FORCE MAJEURE

Licensor shall not be deemed to have breached any obligation under these Standard Terms and Conditions if such breach results from causes that are beyond Licensor's reasonable control, including but without limitation to war (whether declared or not), acts of government or the European Union, export or import prohibitions, breakdown or general unavailability of transport, general shortages of energy, fire, explosions, accidents, strikes or other concerted actions of workmen, lockouts, sabotage, civil commotion and riots ("Force Majeure").

The Licensee shall not claim any damage or any other compensation from Licensor for delays or non-performance caused by Force Majeure.

18 WARRANTIES

LICENSOR REPRESENTS AND WARRANTS THAT ALL SUPPORT SERVICES SHALL BE PERFORMED IN A DILIGENT, PROFESSIONAL AND WORKMANLIKE MANNER CONSISTENT WITH INDUSTRY STANDARDS. LICENSOR MAKES NO OTHER WARRANTIES HEREUNDER, EITHER EXPRESS, IMPLIED OR STATUTORY INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

19 LIMITATION OF LIABILITY

EXCEPT IN CASE OF A VIOLATION OF LICENSOR'S INTELLECTUAL PROPERTY RIGHTS, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER THIS SERVICE AGREEMENT TO THE OTHER PARTY FOR ANY LOST PROFITS, LOSS OF BUSINESS, LOSS OF USE, LOSS OF GOODWILL, LOST SAVINGS OR OTHER CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, EVEN IF THE LIABLE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

EXCEPT IN CASE OF A VIOLATION OF LICENSOR'S INTELLECTUAL PROPERTY RIGHTS, IF EITHER PARTY SHOULD BECOME ENTITLED TO CLAIM DAMAGES FROM THE OTHER PAR-



TY UNDER THIS SERVICE AGREEMENT, THE LIABLE PARTY WILL BE LIABLE ONLY FOR THE AMOUNT OF THE OTHER PARTY'S ACTUAL DIRECT DAMAGES, NOT IN ANY CASE TO EXCEED THE TOTAL AMOUNT OF THE FEES ACTUALLY PAID BY LICENSEE FOR THE SERVICES TO WHICH THE LIABILITY RELATES.

The Parties agree that the limitations of liability set out in this Section are to be enforced to the maximum extent permitted by law, but will not be deemed to limit any liability to an extent that is impermissible under applicable law. This clause shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Contract (1) under any federal fraud statute, including the False Claims Act, 31 U.S.C. §§ 3729-3733; (2) for any other matter for which liability cannot be excluded by law or (3) express remedies provided under any FAR, GSAR or Schedule 70 solicitation clauses incorporated into the GSA Schedule 70 contract.

No action, regardless of form, arising out of any claimed breach of these Standard Terms and Conditions may be brought by the Licensee more than six (6) years after the cause of action has accrued and in no case later than six (6) years after the delivery of the respective Support Services.

20 TERM AND TERMINATION

These Standard Service Terms and Conditions shall be deemed to have been entered into on the Effective Date and shall remain in force until terminated.

21 EXPORT CONTROL

The Parties hereto shall comply with all the relevant export control laws, regulations and restrictions such as but not limited to those imposed by the European Union or the United States of America. The Licensee specifically acknowledges that the Product(s) and Documentation supplied by Licensor are subject to said export control laws, regulations and restrictions and must not be re-exported, transshipped, diverted or transferred, directly or indirectly, contrary to the said laws, regulations and restrictions.

22 ENTIRE AGREEMENT

Unless otherwise agreed in writing, these Standard Service Terms and Conditions set forth all of the promises, agreements and conditions regarding its subject matter and supersedes all prior understandings (whether written, oral or otherwise) pertaining thereto and constitute the entire agreement between Licensor and the Licensee; however, this Agreement shall not take precedence over the terms of the underlying GSA Schedule Contract or any specific, negotiated terms on

the GSA Customer's Purchase Order, that the Licensor has negotiated and approved in writing.

All Purchase Orders shall be fulfilled strictly in accordance with these Standard Terms and Conditions. These Standard Terms and Conditions shall be regarded as accepted at the latest upon date of acceptance of the Purchase Order by Licensor.



END USER LICENSE AGREEMENT FOR GSA USE

IMPORTANT READ CAREFULLY BEFORE INSTALLING OR USING THIS PRODUCT

THIS PRODUCT CONTAINS THE TECTIA® SSH SERVER FOR LINUX ON IBM SYSTEM Z COMPUTER SOFTWARE APPLICATIONS AND RELATED DOCUMENTATION AND OTHER PROPRIETARY MATERIAL (COLLECTIVELY, THE "SOFTWARE"), THE USE OF WHICH IS SUBJECT TO THE TERMS OF THIS END-USER LICENSE AGREEMENT ("AGREEMENT"). WRITTEN APPROVAL IS NOT A PREREQUISITE TO THE VALIDITY OR ENFORCEABILITY OF THIS AGREEMENT. IF YOU HAVE ORDERED THE SOFTWARE, LICENSOR'S ACCEPTANCE OF YOUR PURCHASE ORDER IS EXPRESSLY CONDITIONAL ON YOUR ASSENT TO THESE TERMS TO THE EXCLUSION OF ALL OTHER TERMS (EXCEPT NON-PREPRINTED TERMS IN WRITING SIGNED BY BOTH PARTIES and the terms of the underlying GSA Schedule contract or any specific, negotiated terms on the GSA Customer's Purchase Order that the Licensor has negotiated and approved in writing); IF THESE TERMS ARE CONSIDERED AN OFFER BY LICENSOR, ACCEPTANCE IS EXPRESSLY LIMITED TO THESE TERMS.

End-User License Agreement

This End-User License Agreement constitutes the agreement between SSH Communications Security Corporation ("Licensor") and legal entity who has ordered the products which are subject of this Agreement ("You") for the license of the Software.

1. GRANT OF LICENSE

Licensor hereby grants to You a non-transferable, non-exclusive, non-sublicensable license to install and use the Software on the number of running IFL (Integrated Facility for Linux) processors and/or General Purpose processors for which You have paid the applicable license fees. You shall use the licenses solely for your business operations and the use is subject to the terms and conditions set forth in this Agreement. For avoidance of doubt, one license of the Software is required for each IFL processor and/or General Purpose processor running Linux workload.

The license granted to You hereunder shall be in force, (a) for subscriptions: as long as the subscriptions and the payment responsibility thereof is in force or (b) for perpetual licenses: without time limit, also after this agreement has ended.

2. OWNERSHIP

Licensor and/or its licensors retains all ownership, title and intellectual property rights with respect to the Software and all enhancements, fixes, corrections,

modifications, copies and portions thereof, whether or not incorporated into or with other software. Licensor and/or its licensors reserve all rights not expressly granted to You herein. Any license granted by Licensor under this Agreement is not a sale of the Software or any portion or copy thereof. This Agreement does not convey title or ownership, but instead gives You only the limited rights of use as set forth in this Agreement. The Software contains valuable trade secrets of Licensor and its licensors. All worldwide ownership of and all rights, title and interests in and to the Software, and all copies and portions of the Software, including without limitation, all intellectual property rights therein and thereto, are and shall remain exclusively with Licensor. The Software is protected, among other ways, by the copyright laws of the United States of America, the European Union and international copyright treaties. All rights not expressly granted herein are retained by Licensor and its licensors. You agree that any copies of the Software will contain the same proprietary notices which appear on and in the Software.

3. USER RESTRICTIONS

You have no right to receive, use or examine any source code or design documentation relating to the Software.

You shall not nor allow any third party to:

- (i) use the Software except in accordance with the terms of this Agreement;
- (ii) modify, translate, reverse engineer, decompile, disassemble or otherwise attempt to reconstruct or discover the source code from the binaries of the Software, except to the extent applicable laws specifically prohibit such restriction;
- (iii) modify, translate, adapt, alter the Software or create derivative works from the Software (e.g. incorporating the Software in a commercial product or service without a proper license);
- (iv) copy the Software or any portion thereof (except for one emergency or back-up copy per license that You have paid for);
- (v) sell, assign, rent, lease, sublicense, lend, convey, distribute or otherwise transfer rights to the Software or to this Agreement or use or allow others to use Software for the benefit of third parties;



- (vi) load or use any portion of the Software (whether or not modified or incorporated into or with other software) on or with any machine or system other than the computers for which You have paid the applicable license fees;
- (vii) remove any product identification, copyright, proprietary notices or labels from the Software; or
- (viii) use any of the Licensor's trademarks in any manner other than their presence within Your copy of the Software without prior written permission of Licensor;
- (ix) use the Software to perform any unauthorized transfer of information (e.g. transfer of files in violation of a copyright) or for any illegal purpose;
- (x) transfer any rights under this Agreement, including, but not limited to, to any other company or division;
- (xi) incorporate, integrate or otherwise include the Software with any other software or documentation;
- (xii) use the Software for the business needs of another person or entity.

Any and all copies made by You as permitted hereunder must contain all of the original Software's copyright, trademark and other proprietary notices and marks.

4. TEMPORARY EVALUATION

If You would like to use the Software for a limited time solely for internal evaluation purposes before paying the applicable license fee(s) for the license granted under Section 1, You may use the Software subject to this Agreement, and the additional terms and use restrictions set forth on Schedule A hereto (the "Evaluation License").

5. FEES

You must pay Licensor the license fee(s) and the support service fee(s) for the Software in the amount(s) and in the manner in accordance with the terms and conditions as set forth in the ordering documents and this agreement.

6. SUPPORT SERVICES

Licensor is under no obligation to provide technical support, or to provide updates or error corrections for the Software in any way. Provided that You are not using the Software under an Evaluation License and that You have paid in full the license fee(s) for the Software and that You have paid in full the support service fee(s) for the Software, You will receive Licensor's maintenance releases (e.g. error corrections) as

Licensor, in its sole discretion, releases them from time to time and technical support via the Web for certain time periods set by Licensor in its sole discretion. Licensor's support services will be provided according to the terms and conditions described in the attached Schedule B.

Any supplemental Software code provided to you as part of the Support Services shall be considered part of the Software and subject to the terms and conditions of this Agreement.

7. CONFIDENTIALITY

The Software and any license authorization codes are confidential and proprietary information of Licensor. You agree to take all necessary steps to protect the Software and any license authorization codes, if any, from unauthorized disclosure or use. You agree that You will not disclose the Software, in source code or object code form, to any third party.

8. WARRANTY

YOU ACKNOWLEDGE THAT THE SOFTWARE PROVIDED WILL PERFORM IN ACCORDANCE WITH ITS DOCUMENTATION FOR A PERIOD OF SIXTY (60) DAYS. LICENSOR EXPRESSLY DISCLAIMS, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS, AND ANY WARRANTY THAT MAY ARISE BY REASON OF TRADE USAGE, CUSTOM OR COURSE OF DEALING. LICENSOR DOES NOT WARRANT THAT THE SOFTWARE WILL BE OR ERROR-FREE OR THAT ITS USE WILL BE UNINTERRUPTED NOR THAT THE SOFTWARE WILL OPERATE WITH ANY HARDWARE AND/OR OTHER SOFTWARE OR REGARDING THE USE, OR THE RESULTS OF THE USE, OF THE SOFTWARE OR DOCUMENTATION IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY OR OTHERWISE.

9. LIMITATION OF LIABILITY

THE ENTIRE RISK AS TO RESULTS AND PERFORMANCE OF THE SOFTWARE IS ASSUMED BY YOU. ANY LIABILITY OF LICENSOR WITH RESPECT TO THE SOFTWARE, THE PERFORMANCE THEREOF OR DEFECTS THEREIN, OR UNDER THIS AGREEMENT, UNDER ANY WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL THEORY SHALL BE LIMITED EXCLUSIVELY TO PRODUCT REPLACEMENT OR REPAIR, OR IF REPLACEMENT OR REPAIR IS INADEQUATE AS A REMEDY OR IN LICENSOR'S SOLE OPINION, IMPRACTICAL, TO A REFUND OF THE ACTUAL AMOUNT PAID BY YOU FOR THE SOFTWARE OR SERVICES GIVING RISE TO THE CLAIM. This clause shall not



impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Contract under any federal fraud statute, including (1) the False Claims Act, 31 U.S.C. §§ 3729-3733; (2) for any other matter for which liability cannot be excluded by law or (3) express remedies provided under any FAR, GSAR or Schedule 70 solicitation clauses incorporated into the GSA Schedule 70 contract.

10. DISCLAIMER OF DAMAGES

UNDER NO CIRCUMSTANCES WILL LICENSOR OR ITS LICENSORS BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR ANY KIND OR NATURE WHATSOEVER, WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, ARISING OUT OF OR IN ANY WAY RELATED TO THE SOFTWARE, THIS AGREEMENT, WHETHER DUE TO A BREACH OF LICENSOR'S OBLIGATIONS HEREUNDER OR OTHERWISE, EVEN IF LICENSOR OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR IF SUCH DAMAGE COULD HAVE BEEN REASONABLY FORESEEN, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY EXCLUSIVE REMEDY PROVIDED IN THIS AGREEMENT. SUCH LIMITATION ON DAMAGES INCLUDES, BUT IS NOT LIMITED TO, DAMAGES FOR LOSS OF GOODWILL, BUSINESS, REVENUE, OR SAVINGS, LOST PROFITS, LOSS OF DATA OR SOFTWARE, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION OR IMPAIRMENT OF OTHER GOODS. IN NO EVENT WILL LICENSOR OR ITS LICENSORS BE LIABLE FOR THE COSTS OF PROCUREMENT OF SUBSTITUTE SOFTWARE OR SERVICES.

YOU ACKNOWLEDGE THAT THIS SOFTWARE IS NOT DESIGNED OR LICENSED FOR USE IN ONLINE EQUIPMENT IN HAZARDOUS ENVIRONMENTS SUCH AS OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR CONTROL, OR LIFE-CRITICAL APPLICATIONS. LICENSOR EXPRESSLY DISCLAIMS ANY LIABILITY RESULTING FROM USE OF THE SOFTWARE IN ANY SUCH ONLINE EQUIPMENT IN HAZARDOUS ENVIRONMENTS AND ACCEPTS NO LIABILITY IN RESPECT OF ANY ACTIONS OR CLAIMS BASED ON THE USE OF THE SOFTWARE IN ANY SUCH ONLINE EQUIPMENT IN HAZARDOUS ENVIRONMENTS BY YOU. FOR PURPOSES OF THIS PARAGRAPH, THE TERM "LIFE-CRITICAL APPLICATION" MEANS AN APPLICATION IN WHICH THE FUNCTIONING OR MALFUNCTIONING OF THE SOFTWARE MAY RESULT DIRECTLY OR INDIRECTLY IN PHYSICAL INJURY OR LOSS OF HUMAN LIFE.

11. TERMINATION

Upon termination You will remove all copies of the Software or any part of the Software from any and all

computer storage devices and destroy the Software. At Licensor's request, You or your authorized signatory will certify in writing to Licensor that all complete and partial copies of the Software have been destroyed and that none remain in your possession or under your control. Except for the provisions entitled "Grant of License" and "Support Services", the provisions of this Agreement will survive termination. Termination is not an exclusive remedy, and all other remedies available to Licensor under this Agreement or at law shall be available to Licensor whether or not this Agreement is terminated.

Notwithstanding anything contained herein, if the customer is a Federal Government Entity, Federal law shall apply and termination shall be in accordance with FAR Part 52-212-4(l)&(m).

12. U.S. GOVERNMENT RIGHTS

If You are, or if You use the Software by or on behalf for any unit or agency of the United States Government, this provision applies. The Software is "commercial computer software" as that term is used and discussed in the Federal Acquisition Regulation (the FAR 12.212(a)) and in any successor regulations. Licensor represents that the Software was developed entirely at private expense, that no part of the Software was first produced in the performance of a Government contract, and that no part of the Software is in the public domain.

13. RESTRICTED RIGHTS

Use, duplication, or disclosure by the U.S. Government is subject to restrictions set forth in this Agreement. Manufacturer is SSH Communications Security Corporation, Takomotie 8, FI-00380 Helsinki, Finland.

14. EXPORT LAW

You acknowledge and agree that the Software may be subject to restrictions and controls, such as but not limited to those, imposed by the European Union and/or the United States of America export control laws and regulations. You agree and certify that neither the Software nor any direct product thereof is being or will be acquired, shipped, transferred, or re-exported, directly or indirectly, into any country, except pursuant to an export control license, issued by the appropriate authority, or will be used for any purpose prohibited by the same. By using the Software, You are acknowledging and agreeing to the foregoing, and You are representing and warranting that You will comply with all of laws of the United States of America. Further, You represent and warrant that You are not a national of Cuba, Iran, Iraq, North Korea, Sudan, Syria or any other country subject to trade sanctions or a party listed in the U.S. Table of Denial Orders or U.S. Treasury Department's list of Specially Designated Nationals or any similar lists published by the relevant national authorities.



15. CONTROLLING LAW, VENUE AND SETTLEMENT OF DISPUTES

If you acquired the Software in the United States, this Agreement shall be interpreted and construed in accordance with the Federal laws of the United, without regard to conflicts of law principles.

Further, the application of the United Nations Convention on Contract for the International Sale of Goods is always expressly excluded and disclaimed.

Notwithstanding the above provisions of this section, Licensor shall have the right to collect amounts owed by You in any court having jurisdiction over You.

Notwithstanding anything contained herein, if the customer is a Federal Government Entity, Federal law shall apply and the venue shall be in Federal Court in accordance with the Contracts Disputes Act of 1978 as Amended (41 USC 601-613) and FAR Part 52.212-4(d).

16. MISCELLANEOUS

If any provision hereof shall be held illegal, invalid or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary to make it legal, valid and enforceable, and the legality, validity and enforceability of all other provisions of this Agreement shall not be affected thereby.

No delay or failure by either party to exercise or enforce at any time any right or provision hereof shall be considered a waiver thereof or of such party's right thereafter to exercise or enforce each and every right and provision of this Agreement.

This Agreement will bind and inure to the benefit of each party's permitted successors and assigns. You may not assign this Agreement in whole or in part, without Licensor's prior written consent. Any attempt to assign this Agreement without such consent will be null and void.

This Agreement sets forth the entire agreement and understanding between You and Licensor relating to the subject matter hereof, namely the licensing of the Software and supersedes all prior oral and written and all contemporaneous oral negotiations, commitments and understandings of the parties, if any. This Agreement sets forth Licensor's entire liability and Your exclusive remedy with respect to the Software. This Agreement, however shall not take precedence over the terms of the underlying GSA Schedule Contract or any specific, negotiated terms on the GSA Customer's Purchase Order that the Licensor has negotiated and approved in writing.

APPROVED

A handwritten signature in black ink, appearing to read "Gary E. Mitchell", is written over a horizontal line.

Date: 1/14/2015

Gary E. Mitchell
Director Federal Sales and Operations
SSH Communications Security, Inc.



SCHEDULE A

TEMPORARY EVALUATION ATTACHMENT

This Schedule A to the above-referenced Agreement is incorporated into the Agreement, and limits the license granted under the Agreement with respect to the Software.

The Software is provided only for, and the license is granted for the sole purpose of Your internal evaluation of the Software and not for any productive or commercial use. You will make no other use of the Software or any portion thereof, whether or not incorporated into or with any other software.

Unless earlier terminated as provided in the Agreement, the license granted hereunder will terminate 45 days from the delivery of the Software to You (the "Evaluation Period").

Any use of the Software beyond the Evaluation Period requires payment of the applicable license fee(s). You agree that on or before the end of the Evaluation Period, You will either pay the applicable end-user list price or separately agreed license fee(s) with respect to the Software or immediately cease using the Software and destroy all copies that You may have in your possession or control, and remove the Software from your computers.

In addition to termination and any other remedies Licensor may have or exercise, if You breach the terms of this Schedule A or any other portion of the Agreement, Licensor shall promptly invoice to You its end-user list price or license fee(s) for each unauthorized use of the Software.

YOU ACKNOWLEDGE THAT THE SOFTWARE IS PROVIDED "AS IS" AND THE LICENSOR PROVIDES NO WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE SOFTWARE OR THE USE OF FUNCTIONING THEREOF (INCLUDING, WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT) AND WILL HAVE NO LIABILITY WHATSOEVER IN CONNECTION WITH THE SOFTWARE OR THE USE OR FUNCTIONING THEREOF OR LOSS OF DATA RESULTING THEREFROM.

This Schedule A is an addition to the Agreement and does not change or supersede any term of the Agreement except to the extent unambiguously inconsistent therewith.



SCHEDULE B

EFFECTIVE 01 JANUARY 2015

SSH STANDARD SERVICE TERMS AND CONDITIONS FOR THE SUPPORT SERVICES OF TECTIA SSH PRODUCT(S)

1. APPLICABILITY

SSH Communications Security Corporation (below referred to as "Licensor") agrees to provide technical support and software maintenance services ("Support Services") for certain product(s) of Licensor ("Product(s)") to the Licensee solely on the following terms and conditions ("Standard Service Terms and Conditions").

Unless otherwise agreed by the Parties in writing, these Standard Service Terms and Conditions shall be the sole agreement between the Parties governing the Support Services of Product(s).

2. DEFINITIONS

The following capitalized terms shall have the following meanings:

"Documentation" shall mean the documents including, but not limited to, the product descriptions and software release notes in electronic form pertaining to the Product(s);

"Effective Date" shall mean the date of acceptance of the Purchase Order by Licensor;

"End-User License Agreement" shall mean Licensor's terms and conditions for licensing the Product(s), which the Licensee must acclaim prior to installing or using the Product(s);

"License(s)" shall mean a right to use the Product(s) on the terms and conditions specified in the End-User License Agreement;

"Licensee" shall mean a person or legal entity which has agreed to license the Product(s) hereunder;

"Long Term Support Release" means any Major Release or Minor Release, which is designated by Licensor as "Long Term Support Release" in its sole discretion;

"Maintenance Release" shall mean a Software Release, which is denoted by an increase in the third digit of the release numbering. It is functionally and syntactically similar to previous versions of the Major Release and/or the Minor Release with the exception of the fixes themselves. Subsequent Maintenance Releases related to Long Term Support Release will always contain only fixes that address product defects, not including any new features or functionality, whereas

other Maintenance Releases may also include new functionalities and/or feature(s).

"Major Release" shall mean a Software Release, which is denoted by an increase in the first digit of a Software Release, includes major new functionality, which may or may not be compatible with previous Major Release versions and their derivative Maintenance and Minor Releases;

"Minor Release" shall mean a Software Release, which is denoted by an increase in the second digit of a Software Release, including minor new functionality and/or feature;

"Product(s)" shall mean the computer software applications in machine-readable, binary code form provided by Licensor hereunder, but excluding the source code, human readable version of such software, schematics or other proprietary information;

"Purchase Order" shall mean a document that defines the Product(s) and/or Services ordered;

"Software Release" shall mean a software release from Licensor consisting of two (2) or optionally three (3) digits separated by decimal points. The first digit is the Major Release number, followed by the second digit, which is the Minor Release number, and optionally a third digit corresponding to the Maintenance Release number;

"Supported Operating Environments" means a combination of operating system and hardware where the relevant Product(s) can be installed and where the Products have been tested to work on. These combinations are designated as "Supported Operating Environments" by Licensor in its sole discretion. Licensor designates "Supported Operating Environments" for each Major, Minor, Maintenance and Long Term Support Release before or on the general availability date of such Release. Lists of "Supported Operating Environments" can be found at product specific data sheets: <http://www.ssh.com/index.php/resource-overview/brochures.html>

3. PRICES

The Licensee shall pay to the Licensor the prices for the Support Services provided hereunder ("Service Fee(s)") as indicated in the respective invoice.

Unless the Parties agree to a specific deduction in writing, the Licensee shall pay all non disputed portions of



the Service Fee(s) for the Support Services to the Licensor with no setoffs or deductions whatsoever.

4. TAXES AND MISCELLANEOUS CHARGES

Any taxes and duties (including but not limited to custom duties, import/export duties, stamp duties, value added tax, consumption tax, withholding tax and sales tax) imposed in the country in which the Support Services are delivered will be borne by the Licensee (collectively "Taxes"). Licensor shall state separately on its invoices taxes excluded from the fees, and the Customer agrees either to pay the amount of the taxes (based on the current value of the equipment) to the contractor or provide evidence necessary to sustain an exemption, in accordance with FAR 52.229-1 and FAR 52.229-3.

5. TERMS OF PAYMENT

Service Fee(s) for the Support Services shall be paid in advance against Licensor's respective invoice.

The Licensee shall pay the Service Fee(s) within thirty (30) days of receipt of an invoice from Licensor.

Nothing contained herein shall be deemed to contradict or contravene the Prompt Payment Act 31 U.S.C. 3903. Interest on late payments shall be in accordance with FAR Part 52.214-4(i)(2)(6)

6. TITLE

The Licensee acknowledges and agrees that title to and ownership of the Product(s), Documentation and/or Software Release(s) (including but not limited to all copies thereof) are and shall remain with Licensor or its licensors. Nothing contained in these Standard Service Terms and Conditions shall be construed as transferring any ownership right or interest in the Product(s) and/or the Documentation to the Licensee. The Licensee shall not receive any express or implied license or right under any patent, copyright, trademark, trade secret or other proprietary rights of Licensor or its licensors, except as expressly set forth in these Standard Service Terms and Conditions.

7. SUPPORT SERVICES

Licensor shall provide the Licensee with the Support Services subject to payment of applicable Service Fee(s).

The content of different levels of Support Services can be found online at: www.ssh.com/index.php/support-overview/support-services.html.

The Parties expressly agree that each new Software Release delivered to the Licensee under these Standard Service Terms and Conditions shall without further actions become the Product(s) under terms and conditions of the license agreement under which such Product(s) are licensed from Licensor by the Licensee.

Licensor shall provide Support Services only for Supported Operating Environments, unless otherwise agreed by the Parties in writing. Licensor designates Supported Operating Environments for each Major, Minor, Maintenance and Long Term Support Release before or on the general availability date of such Release. List of Supported Operating Environments can be found online at:

<http://www.ssh.com/index.php/resource-overview/brochures.html>.

Licensor shall have the right to change the content of the Support Services.

8. EXCLUSIONS OF SUPPORT SERVICES

Licensor shall not be required to provide the Support Services if the need for the Support Services is due to, caused by or arises from any of the following:

- Any modification, error correction or repair of the Product(s) by a party other than Licensor, or Licensee's failure to follow Licensor's instructions on operations and use;
- Any functionality not directly related to the Product;
- Use of the Product(s) with any hardware, software, magnetic media or service that is not provided, approved or authorized by Licensor;
- Use of the Product(s) in a manner or form not defined and described in the Documentation;
- Damage or failure of the Product(s) due to, caused by or arising from Force Majeure;
- Any problems caused by the use of the Product(s) on an unsupported operating environment.

9. SUPPORT TERM AND RENEWAL(S)

The initial term for the Support Services shall begin on the Effective Date and shall continue the following twelve (12) months term.

Licensor does not provide partial Support Services for any Product, unless otherwise agreed by the Parties in writing. Therefore the Licensee shall at all times possess a valid Support Services for all the instances of a Product in use.

The Licensee is required to document all support cancellations and license uninstallations by sending an acceptable SSH Uninstall Letter to Licensor itemizing the reason for cancellation and the uninstalled Products to which the Support Services are discontin-



ued/terminated. Only thereafter a support agreement for the licenses in actual use may be available.

Uninstalled licenses and related Support Services can be reinstated at any time by paying applicable Service Fees.

The Licensee shall renew Support Services by submitting a new Purchase Order for every prolonged term before the end of the previous Support Services term and by paying Service Fees according the respective invoice. All Support Services ordered and the related Service Fees are non-cancellable and non-refundable.

In the event that the Licensee fails to submit a new Purchase Order for the next Support Service term before the end of the previous term or if the Licensee fails to pay the respective invoice by the due date:

- a) Support Services shall be automatically discontinued by Licensor;
- b) The Licensee shall have no right to use any other Release of the Product(s), than the ones the Licensee has received during the paid Support Service terms.

If the Support Services are discontinued by Licensor according a) above, the Licensee may thereafter reinstate the Support Services only as set forth below.

In order to resume using uninstalled Licenses and/or reinstate the Support Services, the Licensee shall:

- (i) pay normal applicable annual Service Fee according Licensor's then valid price list for every twelve (12) months Support Service term starting after the end of the last paid Support Service term;

However, if the Support Services have been discontinued over eighteen (18) months, the Licenses will be permanently terminated and Support Services cannot be reinstated, unless otherwise agreed by the Parties in writing.

10. CONFIDENTIALITY

For the purposes of this Section confidential information (below referred to as "Confidential Information") is defined as any information received by a Party ("receiving Party") from the other Party ("disclosing Party"), whether before or after the Effective Date, which is marked or described by the disclosing Party in writing as being "Confidential", "Secret" or "Proprietary". The Parties specifically acknowledge that the Product(s) and Documentation, the source code of the Product(s), and the terms and conditions of these Standard Service Terms and Conditions are Confidential Information. When the licensee is an instrumentality of the U.S. Government, neither this EULA nor the

Schedule Price List shall be deemed "confidential information" notwithstanding marking to that effect. Notwithstanding anything in this Agreement to the contrary, the GSA Customer may retain such Confidential Information as required by law, regulation or its bona fide document retention procedures for legal, regulatory or compliance purposes; provided however, that such retained Confidential Information will continue to be subject to the confidentiality obligations of this Agreement.

The confidentiality obligation under this Section shall not cover knowledge which

- (i) was at the time of receipt published or otherwise generally available to the public;
- (ii) has after receipt by a Party been published or become generally available to the public otherwise than through any act or omission on part of the receiving Party;
- (iii) was lawfully in the possession of the receiving Party at the time of receipt without any restrictions on disclosure;
- (iv) was rightfully acquired from third parties without any undertaking of confidentiality imposed by such third parties;
- (v) was developed independently by the receiving Party without reference to the Confidential Information; or
- (vi) is required by applicable law or regulation or by legal process to be disclosed, so long as the receiving Party provides the disclosing Party with prompt written notice of such requirement to enable the disclosing Party to seek an appropriate protective order in accordance with applicable regulations. If no such order is obtained within a reasonable time, the receiving Party may, without liability hereunder, disclose such portion of the Confidential Information that on the advice of the receiving Party's legal counsel is legally required to be disclosed.

Both Parties agree to maintain Confidential Information in confidence and shall use the same degree of care, but in no event less than reasonable care, to avoid disclosure of Confidential Information as it uses with its own confidential and proprietary information of similar type and importance. Both Parties agree to disclose Confidential Information only to those of its employees and subcontractors who have a bona fide need to know solely for the purpose (and to the extent) of exercising its rights contemplated under these Standard Service Terms and Conditions.

Any Confidential Information supplied by Licensor shall: (a) be used for the sole purpose of installing, using, evaluating and maintaining the Product(s); (b) not be used by the Licensee (or any other party) in a manner detrimental to Licensor's interest; and (c) not be reproduced, used or disclosed to other parties by the



Licensee without Licensor's prior written consent. All Confidential Information supplied by Licensor is, and shall remain, Licensor's property.

The obligations set forth in this Section shall remain in force for a period of five (5) years as of the date of disclosure of the Confidential Information in question, regardless of an earlier termination of these Standard Service Terms and Conditions. Notwithstanding the foregoing, source code of the Product(s) shall be kept confidential indefinitely.

11 AMENDMENT

No changes or amendments to these Standard Service Terms and Conditions shall be effective unless reduced in writing and signed by Licensor.

12 AUDIT

Licensee shall, upon request of the licensor, provide a certification of compliance with terms and conditions of this license agreement. Such request shall not exceed once per year.

13 ASSIGNMENT

These Standard Service Terms and Conditions will bind and inure to the benefit of each Party's permitted successors and assigns. The Licensee shall not, without the prior written consent of Licensor, assign or otherwise transfer its rights and obligations under these Standard Service Terms and Conditions in whole or in part. Any attempt to assign these Standard Service Terms and Conditions in derogation of this Section will be null and void. This clause shall not be construed to restrict assignment within the agencies of the Department of Defense or the United States Government.

14 INDEPENDENT CONTRACTOR

Licensor and the Licensee are each engaged in an independent business. Each Party shall, at all times, perform its obligations as an independent contractor and not as the agent, franchisee, partner, employee or servant of the other Party. Each Party shall, at all times, be solely responsible for: (a) the employment, direction, supervision, compensation and discharge of its own employees, agents and subcontractors, including compliance with social security, withholding and all other regulations governing such matters; and (b) its own acts and those acts of its employees, agents and subcontractors.

15 CONTROLLING LAW

These Standard Service Terms and Conditions shall be interpreted and construed in accordance with the Unit-

ed States Federal Law and more specifically, the Contracts Disputes Act of 1978 as amended (41 U.S.C. 7101-7109).

16 SETTLEMENT OF DISPUTES

See paragraph 15 above.

17 FORCE MAJEURE

Licensor shall not be deemed to have breached any obligation under these Standard Terms and Conditions if such breach results from causes that are beyond Licensor's reasonable control, including but without limitation to war (whether declared or not), acts of government or the European Union, export or import prohibitions, breakdown or general unavailability of transport, general shortages of energy, fire, explosions, accidents, strikes or other concerted actions of workmen, lockouts, sabotage, civil commotion and riots ("Force Majeure").

The Licensee shall not claim any damage or any other compensation from Licensor for delays or non-performance caused by Force Majeure.

18 WARRANTIES

LICENSOR REPRESENTS AND WARRANTS THAT ALL SUPPORT SERVICES SHALL BE PERFORMED IN A DILIGENT, PROFESSIONAL AND WORKMANLIKE MANNER CONSISTENT WITH INDUSTRY STANDARDS. LICENSOR MAKES NO OTHER WARRANTIES HEREUNDER, EITHER EXPRESS, IMPLIED OR STATUTORY INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

19 LIMITATION OF LIABILITY

EXCEPT IN CASE OF A VIOLATION OF LICENSOR'S INTELLECTUAL PROPERTY RIGHTS, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER THIS SERVICE AGREEMENT TO THE OTHER PARTY FOR ANY LOST PROFITS, LOSS OF BUSINESS, LOSS OF USE, LOSS OF GOODWILL, LOST SAVINGS OR OTHER CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, EVEN IF THE LIABLE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

EXCEPT IN CASE OF A VIOLATION OF LICENSOR'S INTELLECTUAL PROPERTY RIGHTS, IF EITHER PARTY SHOULD BECOME ENTITLED TO CLAIM DAMAGES FROM THE OTHER PARTY UNDER THIS SERVICE AGREEMENT, THE LIABLE PARTY WILL BE LIABLE ONLY FOR THE AMOUNT OF THE OTHER PARTY'S ACTUAL DIRECT DAMAGES, NOT IN ANY CASE TO



EXCEED THE TOTAL AMOUNT OF THE FEES ACTUALLY PAID BY LICENSEE FOR THE SERVICES TO WHICH THE LIABILITY RELATES.

These Standard Terms and Conditions shall be regarded as accepted at the latest upon date of acceptance of the Purchase Order by Licensor.

The Parties agree that the limitations of liability set out in this Section are to be enforced to the maximum extent permitted by law, but will not be deemed to limit any liability to an extent that is impermissible under applicable law. This clause shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Contract (1) under any federal fraud statute, including the False Claims Act, 31 U.S.C. §§ 3729-3733; (2) for any other matter for which liability cannot be excluded by law or (3) express remedies provided under any FAR, GSAR or Schedule 70 solicitation clauses incorporated into the GSA Schedule 70 contract.

No action, regardless of form, arising out of any claimed breach of these Standard Terms and Conditions may be brought by the Licensee more than six (6) years after the cause of action has accrued and in no case later than six (6) years after the delivery of the respective Support Services.

20 TERM AND TERMINATION

These Standard Service Terms and Conditions shall be deemed to have been entered into on the Effective Date and shall remain in force until terminated.

21 EXPORT CONTROL

The Parties hereto shall comply with all the relevant export control laws, regulations and restrictions such as but not limited to those imposed by the European Union or the United States of America. The Licensee specifically acknowledges that the Product(s) and Documentation supplied by Licensor are subject to said export control laws, regulations and restrictions and must not be re-exported, transshipped, diverted or transferred, directly or indirectly, contrary to the said laws, regulations and restrictions.

22 ENTIRE AGREEMENT

Unless otherwise agreed in writing, these Standard Service Terms and Conditions set forth all of the promises, agreements and conditions regarding its subject matter and supersedes all prior understandings (whether written, oral or otherwise) pertaining thereto and constitute the entire agreement between Licensor and the Licensee; however, this Agreement shall not take precedence over the terms of the underlying GSA Schedule Contract or any specific, negotiated terms on the GSA Customer's Purchase Order that the Licensor has negotiated and approved in writing.

All Purchase Orders shall be fulfilled strictly in accordance with these Standard Terms and Conditions.



END USER LICENSE AGREEMENT FOR GSA USE

IMPORTANT READ CAREFULLY BEFORE INSTALLING OR USING THIS PRODUCT

THIS PRODUCT CONTAINS UNIVERSAL SSH KEY MANAGER™ AND TECTIA SSH SERVER COMPUTER SOFTWARE APPLICATIONS AND RELATED DOCUMENTATION AND OTHER PROPRIETARY MATERIAL (COLLECTIVELY "SOFTWARE"), THE USE OF WHICH IS SUBJECT TO THE TERMS OF THIS END-USER LICENSE AGREEMENT ("AGREEMENT"). WRITTEN APPROVAL IS NOT A PREREQUISITE TO THE VALIDITY OR ENFORCEABILITY OF THIS AGREEMENT. IF YOU HAVE ORDERED THE SOFTWARE, LICENSOR'S ACCEPTANCE OF YOUR PURCHASE ORDER IS EXPRESSLY CONDITIONAL ON YOUR ASSENT TO THESE TERMS TO THE EXCLUSION OF ALL OTHER TERMS (EXCEPT NON-PREPRINTED TERMS IN WRITING SIGNED BY BOTH PARTIES and the terms of the underlying GSA Schedule contract or any specific, negotiated terms on the GSA Customer's Purchase Order, that the Licensor has negotiated and/or approved in writing; IF THESE TERMS ARE CONSIDERED AN OFFER BY LICENSOR, ACCEPTANCE IS EXPRESSLY LIMITED TO THESE TERMS.

End-User License Agreement

This End-User License Agreement constitutes the agreement between SSH Communications Security Corporation ("Licensor") and legal entity who has ordered the products which are subject of this Agreement ("You") for the license of the Software.

1. GRANT OF LICENSE

Licensor hereby grants to You a non-transferable, non-exclusive, non-sublicensable license to install and use the Software on the number of hardware based computers or on virtual machines within hardware based computers for which You have paid the applicable license fees. You shall use the licenses solely for your business operations and the use is subject to the terms and conditions set forth in this Agreement. You agree to use the Software for the functional modules and on a maximum number of hosts as defined in the included Managed Environment license and to the extent applicable License Fee(s) has been paid for.

The license granted to You hereunder shall be in force, (a) for subscriptions: as long as the subscriptions and the payment responsibility thereof is in force or (b) for perpetual licenses: without time limit, also after this agreement has ended.

2. OWNERSHIP

Licensor and/or its licensors retains all ownership, title and intellectual property rights with respect to the Software and all enhancements, fixes, corrections, modifications, copies and portions thereof, whether or not incorporated into or with other software. Licensor and/or its licensors reserve all rights not expressly granted to You herein. Any license granted by Licensor under this Agreement is not a sale of the Software or any portion or copy thereof. This Agreement does not convey title or ownership, but instead gives You only the limited rights of use as set forth in this Agreement. The Software contains valuable trade secrets of Licensor and its licensors. All worldwide ownership of and all rights, title and interests in and to the Software, and all copies and portions of the Software, including without limitation, all intellectual property rights therein and thereto, are and shall remain exclusively with Licensor. The Software is protected, among other ways, by the copyright laws of the United States of America, the European Union and international copyright treaties. All rights not expressly granted herein are retained by Licensor and its licensors. You agree that any copies of the Software will contain the same proprietary notices which appear on and in the Software.

3. USER RESTRICTIONS

You have no right to receive, use or examine any source code or design documentation relating to the Software.

You shall not nor allow any third party to:

- (i) use the Software except in accordance with the terms of this Agreement;
- (ii) modify, translate, reverse engineer, decompile, disassemble or otherwise attempt to reconstruct or discover the source code from the binaries of the Software, except to the extent applicable laws specifically prohibit such restriction;
- (iii) modify, translate, adapt, alter the Software or create derivative works from the Software (e.g. incorporating the Software in a commercial product or service without a proper license);
- (iv) copy the Software or any portion thereof (except for one emergency or back-up copy per license that You have paid for);
- (v) sell, assign, rent, lease, sublicense, lend, convey, distribute or otherwise transfer rights to the Software or to this Agreement or use or allow



others to use Software for the benefit of third parties;

- (vi) load or use any portion of the Software (whether or not modified or incorporated into or with other software) on or with any machine or system other than the computers for which You have paid the applicable license fees;
- (vii) remove any product identification, copyright, proprietary notices or labels from the Software; or
- (viii) use any of the Licensor's trademarks in any manner other than their presence within Your copy of the Software without prior written permission of Licensor;
- (ix) use the Software to perform any unauthorized transfer of information (e.g. transfer of files in violation of a copyright) or for any illegal purpose;
- (x) transfer any rights under this Agreement, including, but not limited to, to any other company or division;
- (xi) incorporate, integrate or otherwise include the Software with any other software or documentation;
- (xii) use the Software for the business needs of another person or entity.

Any and all copies made by You as permitted hereunder must contain all of the original Software's copyright, trademark and other proprietary notices and marks.

4. TEMPORARY EVALUATION

If You would like to use the Software for a limited time solely for internal evaluation purposes before paying the applicable license fee(s) for the license granted under Section 1, You may use the Software subject to this Agreement, and the additional terms and use restrictions set forth on Schedule A hereto (the "Evaluation License").

5. FEES

You must pay Licensor the license fee(s) and the support service fee(s) for the Software in the amount(s) and in the manner in accordance with the terms and conditions as set forth in the ordering documents and this agreement.

6. SUPPORT SERVICES

Licensor is under no obligation to provide technical support, or to provide updates or error corrections for the Software in any way. Provided that You are not using the Software under an Evaluation License and that You have paid in full the license fee(s) for the

Software and that You have paid in full the support service fee(s) for the Software, You will receive Licensor's maintenance releases (e.g. error corrections) as Licensor, in its sole discretion, releases them from time to time and technical support via the Web for certain time periods set by Licensor in its sole discretion. Licensor's support services will be provided according to the terms and conditions described in the attached Schedule B.

Any supplemental Software code provided to you as part of the Support Services shall be considered part of the Software and subject to the terms and conditions of this Agreement.

7. CONFIDENTIALITY

The Software and any license authorization codes are confidential and proprietary information of Licensor. You agree to take all necessary steps to protect the Software and any license authorization codes, if any, from unauthorized disclosure or use. You agree that You will not disclose the Software, in source code or object code form, to any third party.

8. WARRANTY

YOU ACKNOWLEDGE THAT THE SOFTWARE PROVIDED WILL PERFORM IN ACCORDANCE WITH ITS DOCUMENTATION FOR A PERIOD OF SIXTY (60) DAYS. LICENSOR EXPRESSLY DISCLAIMS, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS, AND ANY WARRANTY THAT MAY ARISE BY REASON OF TRADE USAGE, CUSTOM OR COURSE OF DEALING. LICENSOR DOES NOT WARRANT THAT THE SOFTWARE WILL BE OR ERROR-FREE OR THAT ITS USE WILL BE UNINTERRUPTED NOR THAT THE SOFTWARE WILL OPERATE WITH ANY HARDWARE AND/OR OTHER SOFTWARE OR REGARDING THE USE, OR THE RESULTS OF THE USE, OF THE SOFTWARE OR DOCUMENTATION IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY OR OTHERWISE.

9. LIMITATION OF LIABILITY

THE ENTIRE RISK AS TO RESULTS AND PERFORMANCE OF THE SOFTWARE IS ASSUMED BY YOU. ANY LIABILITY OF LICENSOR WITH RESPECT TO THE SOFTWARE, THE PERFORMANCE THEREOF OR DEFECTS THEREIN, OR UNDER THIS AGREEMENT, UNDER ANY WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL THEORY SHALL BE LIMITED EXCLUSIVELY TO PRODUCT REPLACEMENT OR REPAIR, OR IF REPLACEMENT OR REPAIR IS INADEQUATE AS A REMEDY OR IN LICENSOR'S SOLE OPINION, IMPRACTICAL, TO A



REFUND OF THE ACTUAL AMOUNT PAID BY YOU FOR THE SOFTWARE OR SERVICES GIVING RISE TO THE CLAIM. This clause shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Contract under any federal fraud statute, including (1) the False Claims Act, 31 U.S.C. §§ 3729-3733; (2) for any other matter for which liability cannot be excluded by law or (3) express remedies provided under any FAR, GSAR or Schedule 70 solicitation clauses incorporated into the GSA Schedule 70 contract.

10. DISCLAIMER OF DAMAGES

UNDER NO CIRCUMSTANCES WILL LICENSOR OR ITS LICENSORS BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR ANY KIND OR NATURE WHATSOEVER, WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, ARISING OUT OF OR IN ANY WAY RELATED TO THE SOFTWARE, THIS AGREEMENT, WHETHER DUE TO A BREACH OF LICENSOR'S OBLIGATIONS HEREUNDER OR OTHERWISE, EVEN IF LICENSOR OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR IF SUCH DAMAGE COULD HAVE BEEN REASONABLY FORESEEN, AND NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY EXCLUSIVE REMEDY PROVIDED IN THIS AGREEMENT. SUCH LIMITATION ON DAMAGES INCLUDES, BUT IS NOT LIMITED TO, DAMAGES FOR LOSS OF GOODWILL, BUSINESS, REVENUE, OR SAVINGS, LOST PROFITS, LOSS OF DATA OR SOFTWARE, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION OR IMPAIRMENT OF OTHER GOODS. IN NO EVENT WILL LICENSOR OR ITS LICENSORS BE LIABLE FOR THE COSTS OF PROCUREMENT OF SUBSTITUTE SOFTWARE OR SERVICES.

YOU ACKNOWLEDGE THAT THIS SOFTWARE IS NOT DESIGNED OR LICENSED FOR USE IN ONLINE EQUIPMENT IN HAZARDOUS ENVIRONMENTS SUCH AS OPERATION OF NUCLEAR FACILITIES, AIRCRAFT NAVIGATION OR CONTROL, OR LIFE-CRITICAL APPLICATIONS. LICENSOR EXPRESSLY DISCLAIMS ANY LIABILITY RESULTING FROM USE OF THE SOFTWARE IN ANY SUCH ONLINE EQUIPMENT IN HAZARDOUS ENVIRONMENTS AND ACCEPTS NO LIABILITY IN RESPECT OF ANY ACTIONS OR CLAIMS BASED ON THE USE OF THE SOFTWARE IN ANY SUCH ONLINE EQUIPMENT IN HAZARDOUS ENVIRONMENTS BY YOU. FOR PURPOSES OF THIS PARAGRAPH, THE TERM "LIFE-CRITICAL APPLICATION" MEANS AN APPLICATION IN WHICH THE FUNCTIONING OR MALFUNCTIONING OF THE SOFTWARE MAY RESULT DIRECTLY OR INDIRECTLY IN PHYSICAL INJURY OR LOSS OF HUMAN LIFE.

11. TERMINATION

Upon termination You will remove all copies of the Software or any part of the Software from any and all computer storage devices and destroy the Software. At Licensor's request, You or your authorized signatory will certify in writing to Licensor that all complete and partial copies of the Software have been destroyed and that none remain in your possession or under your control. Except for the provisions entitled "Grant of License" and "Support Services", the provisions of this Agreement will survive termination. Termination is not an exclusive remedy, and all other remedies available to Licensor under this Agreement or at law shall be available to Licensor whether or not this Agreement is terminated.

Notwithstanding anything contained herein, if the customer is a Federal Government Entity, Federal law shall apply and termination shall be in accordance with FAR Part 52-212-4(l)&(m).

12. U.S. GOVERNMENT RIGHTS

If You are, or if You use the Software by or on behalf for any unit or agency of the United States Government, this provision applies. The Software is "commercial computer software" as that term is used and discussed in the Federal Acquisition Regulation (the FAR 12.212(a)) and in any successor regulations. Licensor represents that the Software was developed entirely at private expense, that no part of the Software was first produced in the performance of a Government contract, and that no part of the Software is in the public domain.

13. RESTRICTED RIGHTS

Use, duplication, or disclosure by the U.S. Government is subject to restrictions set forth in this Agreement. Manufacturer is SSH Communications Security Corporation, Takomotie 8, FI-00380 Helsinki, Finland.

14. EXPORT LAW

You acknowledge and agree that the Software may be subject to restrictions and controls, such as but not limited to those, imposed by the European Union and/or the United States of America export control laws and regulations. You agree and certify that neither the Software nor any direct product thereof is being or will be acquired, shipped, transferred, or re-exported, directly or indirectly, into any country, except pursuant to an export control license, issued by the appropriate authority, or will be used for any purpose prohibited by the same. By using the Software, You are acknowledging and agreeing to the foregoing, and You are representing and warranting that You will comply with all of laws of the United States of America. Further, You represent and warrant that You are not a national of Cuba, Iran, Iraq, North Korea, Sudan, Syria or any other country subject to trade sanctions or a party listed in the U.S. Table of Denial Orders or U.S. Treasury Department's list of Specially Designated Nationals or any similar lists published by the relevant national authorities.



15. CONTROLLING LAW, VENUE AND SETTLEMENT OF DISPUTES

If you acquired the Software in the United States, this Agreement shall be interpreted and construed in accordance with the Federal laws of the United, without regard to conflicts of law principles.

Further, the application of the United Nations Convention on Contract for the International Sale of Goods is always expressly excluded and disclaimed.

Notwithstanding the above provisions of this section, Licensor shall have the right to collect amounts owed by You in any court having jurisdiction over You.

Notwithstanding anything contained herein, if the customer is a Federal Government Entity, Federal law shall apply and the venue shall be in Federal Court in accordance with the Contracts Disputes Act of 1978 as Amended (41 USC 601-613) and FAR Part 52.212-4(d).

16. MISCELLANEOUS

If any provision hereof shall be held illegal, invalid or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary to make it legal, valid and enforceable, and the legality, validity and enforceability of all other provisions of this Agreement shall not be affected thereby.

No delay or failure by either party to exercise or enforce at any time any right or provision hereof shall be considered a waiver thereof or of such party's right thereafter to exercise or enforce each and every right and provision of this Agreement.

This Agreement will bind and inure to the benefit of each party's permitted successors and assigns. You may not assign this Agreement in whole or in part, without Licensor's prior written consent. Any attempt to assign this Agreement without such consent will be null and void.

This Agreement sets forth the entire agreement and understanding between You and Licensor relating to the subject matter hereof, namely the licensing of the Software and supersedes all prior oral and written and all contemporaneous oral negotiations, commitments and understandings of the parties, if any. This Agreement sets forth Licensor's entire liability and Your exclusive remedy with respect to the Software. This Agreement, however shall not take precedence over the terms of the underlying GSA Schedule Contract or any specific, negotiated terms on the GSA Customer's Purchase Order that the Licensor has negotiated and approved in writing.

APPROVED

A handwritten signature in black ink, appearing to read "Gary E. Mitchell", is written over a horizontal line.

Date: 1/14/2015

Gary E. Mitchell
Director Federal Sales and Operations
SSH Communications Security, Inc.



SCHEDULE A

TEMPORARY EVALUATION ATTACHMENT

This Schedule A to the above-referenced Agreement is incorporated into the Agreement, and limits the license granted under the Agreement with respect to the Software.

The Software is provided only for, and the license is granted for the sole purpose of Your internal evaluation of the Software and not for any productive or commercial use. You will make no other use of the Software or any portion thereof, whether or not incorporated into or with any other software.

Unless earlier terminated as provided in the Agreement, the license granted hereunder will terminate 45 days from the delivery of the Software to You (the "Evaluation Period").

Any use of the Software beyond the Evaluation Period requires payment of the applicable license fee(s). You agree that on or before the end of the Evaluation Period, You will either pay the applicable end-user list price or separately agreed license fee(s) with respect to the Software or immediately cease using the Software and destroy all copies that You may have in your possession or control, and remove the Software from your computers.

In addition to termination and any other remedies Licensor may have or exercise, if You breach the terms of this Schedule A or any other portion of the Agreement, Licensor shall promptly invoice You its end-user list price or license fee(s) for each unauthorized use of the Software.

YOU ACKNOWLEDGE THAT THE SOFTWARE IS PROVIDED "AS IS" AND THE LICENSOR PROVIDES NO WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE SOFTWARE OR THE USE OF FUNCTIONING THEREOF (INCLUDING, WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT) AND WILL HAVE NO LIABILITY WHATSOEVER IN CONNECTION WITH THE SOFTWARE OR THE USE OR FUNCTIONING THEREOF OR LOSS OF DATA RESULTING THEREFROM.

This Schedule A is an addition to the Agreement and does not change or supersede any term of the Agreement except to the extent unambiguously inconsistent therewith.



SCHEDULE B

EFFECTIVE 01 JANUARY 2015

SSH STANDARD SERVICE TERMS AND CONDITIONS FOR THE SUPPORT SERVICES OF TECTIA SSH PRODUCT(S)

1. APPLICABILITY

SSH Communications Security Corporation (below referred to as "Licensor") agrees to provide technical support and software maintenance services ("Support Services") for certain product(s) of Licensor ("Product(s)") to the Licensee solely on the following terms and conditions ("Standard Service Terms and Conditions").

Unless otherwise agreed by the Parties in writing, these Standard Service Terms and Conditions shall be the sole agreement between the Parties governing the Support Services of Product(s).

2. DEFINITIONS

The following capitalized terms shall have the following meanings:

"Documentation" shall mean the documents including, but not limited to, the product descriptions and software release notes in electronic form pertaining to the Product(s);

"Effective Date" shall mean the date of acceptance of the Purchase Order by Licensor;

"End-User License Agreement" shall mean Licensor's terms and conditions for licensing the Product(s), which the Licensee must acclaim prior to installing or using the Product(s);

"License(s)" shall mean a right to use the Product(s) on the terms and conditions specified in the End-User License Agreement;

"Licensee" shall mean a person or legal entity which has agreed to license the Product(s) hereunder;

"Long Term Support Release" means any Major Release or Minor Release, which is designated by Licensor as "Long Term Support Release" in its sole discretion;

"Maintenance Release" shall mean a Software Release, which is denoted by an increase in the third digit of the release numbering. It is functionally and syntactically similar to previous versions of the Major Release and/or the Minor Release with the exception of the fixes themselves. Subsequent Maintenance Releases related to Long Term Support Release will always contain only fixes that address product defects, not including any new features or functionality, whereas

other Maintenance Releases may also include new functionalities and/or feature(s).

"Major Release" shall mean a Software Release, which is denoted by an increase in the first digit of a Software Release, includes major new functionality, which may or may not be compatible with previous Major Release versions and their derivative Maintenance and Minor Releases;

"Minor Release" shall mean a Software Release, which is denoted by an increase in the second digit of a Software Release, including minor new functionality and/or feature;

"Product(s)" shall mean the computer software applications in machine-readable, binary code form provided by Licensor hereunder, but excluding the source code, human readable version of such software, schematics or other proprietary information;

"Purchase Order" shall mean a document that defines the Product(s) and/or Services ordered;

"Software Release" shall mean a software release from Licensor consisting of two (2) or optionally three (3) digits separated by decimal points. The first digit is the Major Release number, followed by the second digit, which is the Minor Release number, and optionally a third digit corresponding to the Maintenance Release number;

"Supported Operating Environments" means a combination of operating system and hardware where the relevant Product(s) can be installed and where the Products have been tested to work on. These combinations are designated as "Supported Operating Environments" by Licensor in its sole discretion. Licensor designates "Supported Operating Environments" for each Major, Minor, Maintenance and Long Term Support Release before or on the general availability date of such Release. Lists of "Supported Operating Environments" can be found at product specific data sheets: <http://www.ssh.com/index.php/resource-overview/brochures.html>

3. PRICES

The Licensee shall pay to the Licensor the prices for the Support Services provided hereunder ("Service Fee(s)") as indicated in the respective invoice.

Unless the Parties agree to a specific deduction in writing, the Licensee shall pay all non disputed portions of



the Service Fee(s) for the Support Services to the Licensor with no setoffs or deductions whatsoever.

4. TAXES AND MISCELLANEOUS CHARGES

Any taxes and duties (including but not limited to custom duties, import/export duties, stamp duties, value added tax, consumption tax, withholding tax and sales tax) imposed in the country in which the Support Services are delivered will be borne by the Licensee (collectively "Taxes"). Licensor shall state separately on its invoices taxes excluded from the fees, and the Customer agrees either to pay the amount of the taxes (based on the current value of the equipment) to the contractor or provide evidence necessary to sustain an exemption, in accordance with FAR 52.229-1 and FAR 52.229-3.

5. TERMS OF PAYMENT

Service Fee(s) for the Support Services shall be paid in advance against Licensor's respective invoice.

The Licensee shall pay the Service Fee(s) within thirty (30) days of receipt of an invoice from Licensor.

Nothing contained herein shall be deemed to contradict or contravene the Prompt Payment Act 31 U.S.C. 3903. Interest on late payments shall be in accordance with FAR Part 52.214-4(i)(2)(6)

6. TITLE

The Licensee acknowledges and agrees that title to and ownership of the Product(s), Documentation and/or Software Release(s) (including but not limited to all copies thereof) are and shall remain with Licensor or its licensors. Nothing contained in these Standard Service Terms and Conditions shall be construed as transferring any ownership right or interest in the Product(s) and/or the Documentation to the Licensee. The Licensee shall not receive any express or implied license or right under any patent, copyright, trademark, trade secret or other proprietary rights of Licensor or its licensors, except as expressly set forth in these Standard Service Terms and Conditions.

7. SUPPORT SERVICES

Licensor shall provide the Licensee with the Support Services subject to payment of applicable Service Fee(s).

The content of different levels of Support Services can be found online at: www.ssh.com/index.php/support-overview/support-services.html.

The Parties expressly agree that each new Software Release delivered to the Licensee under these Standard Service Terms and Conditions shall without further actions become the Product(s) under terms and conditions of the license agreement under which such Product(s) are licensed from Licensor by the Licensee.

Licensor shall provide Support Services only for Supported Operating Environments, unless otherwise agreed by the Parties in writing. Licensor designates Supported Operating Environments for each Major, Minor, Maintenance and Long Term Support Release before or on the general availability date of such Release. List of Supported Operating Environments can be found online at:

<http://www.ssh.com/index.php/resource-overview/brochures.html>.

Licensor shall have the right to change the content of the Support Services.

8. EXCLUSIONS OF SUPPORT SERVICES

Licensor shall not be required to provide the Support Services if the need for the Support Services is due to, caused by or arises from any of the following:

- Any modification, error correction or repair of the Product(s) by a party other than Licensor, or Licensee's failure to follow Licensor's instructions on operations and use;
- Any functionality not directly related to the Product;
- Use of the Product(s) with any hardware, software, magnetic media or service that is not provided, approved or authorized by Licensor;
- Use of the Product(s) in a manner or form not defined and described in the Documentation;
- Damage or failure of the Product(s) due to, caused by or arising from Force Majeure;
- Any problems caused by the use of the Product(s) on an unsupported operating environment.

9. SUPPORT TERM AND RENEWAL(S)

The initial term for the Support Services shall begin on the Effective Date and shall continue the following twelve (12) months term.

Licensor does not provide partial Support Services for any Product, unless otherwise agreed by the Parties in writing. Therefore the Licensee shall at all times possess a valid Support Services for all the instances of a Product in use.



The Licensee is required to document all support cancellations and license uninstallations by sending an acceptable SSH Uninstall Letter to Licensor itemizing the reason for cancellation and the uninstalled Products to which the Support Services are discontinued/terminated. Only thereafter a support agreement for the licenses in actual use may be available.

Uninstalled licenses and related Support Services can be reinstated at any time by paying applicable Service Fees.

The Licensee shall renew Support Services by submitting a new Purchase Order for every prolonged term before the end of the previous Support Services term and by paying Service Fees according to the respective invoice. All Support Services ordered and the related Service Fees are non-cancellable and non-refundable.

In the event that the Licensee fails to submit a new Purchase Order for the next Support Service term before the end of the previous term or if the Licensee fails to pay the respective invoice by the due date:

- a) Support Services shall be automatically discontinued by Licensor;
- b) The Licensee shall have no right to use any other Release of the Product(s), than the ones the Licensee has received during the paid Support Service terms.

If the Support Services are discontinued by Licensor according a) above, the Licensee may thereafter reinstate the Support Services only as set forth below.

In order to resume using uninstalled Licenses and/or reinstate the Support Services, the Licensee shall:

- (i) pay normal applicable annual Service Fee according Licensor's then valid price list for every twelve (12) months Support Service term starting after the end of the last paid Support Service term;

However, if the Support Services have been discontinued over eighteen (18) months, the Licenses will be permanently terminated and Support Services cannot be reinstated, unless otherwise agreed by the Parties in writing.

10. CONFIDENTIALITY

For the purposes of this Section confidential information (below referred to as "Confidential Information") is defined as any information received by a Party ("receiving Party") from the other Party ("disclosing Party"), whether before or after the Effective Date, which is marked or described by the disclosing Party in writing as being "Confidential", "Secret" or "Proprietary". The Parties specifically acknowledge

that the Product(s) and Documentation, the source code of the Product(s), and the terms and conditions of these Standard Service Terms and Conditions are Confidential Information. When the licensee is an instrumentality of the U.S. Government, neither this EULA nor the Schedule Price List shall be deemed "confidential information" notwithstanding marking to that effect. Notwithstanding anything in this Agreement to the contrary, the GSA Customer may retain such Confidential Information as required by law, regulation or its bona fide document retention procedures for legal, regulatory or compliance purposes; provided however, that such retained Confidential Information will continue to be subject to the confidentiality obligations of this Agreement.

The confidentiality obligation under this Section shall not cover knowledge which

- (i) was at the time of receipt published or otherwise generally available to the public;
- (ii) has after receipt by a Party been published or become generally available to the public otherwise than through any act or omission on part of the receiving Party;
- (iii) was lawfully in the possession of the receiving Party at the time of receipt without any restrictions on disclosure;
- (iv) was rightfully acquired from third parties without any undertaking of confidentiality imposed by such third parties;
- (v) was developed independently by the receiving Party without reference to the Confidential Information; or
- (vi) is required by applicable law or regulation or by legal process to be disclosed, so long as the receiving Party provides the disclosing Party with prompt written notice of such requirement to enable the disclosing Party to seek an appropriate protective order in accordance with applicable regulations. If no such order is obtained within a reasonable time, the receiving Party may, without liability hereunder, disclose such portion of the Confidential Information that on the advice of the receiving Party's legal counsel is legally required to be disclosed.

Both Parties agree to maintain Confidential Information in confidence and shall use the same degree of care, but in no event less than reasonable care, to avoid disclosure of Confidential Information as it uses with its own confidential and proprietary information of similar type and importance. Both Parties agree to disclose Confidential Information only to those of its employees and subcontractors who have a bona fide need to know solely for the purpose (and to the extent) of exercising its rights contemplated under these Standard Service Terms and Conditions.



Any Confidential Information supplied by Licensor shall: (a) be used for the sole purpose of installing, using, evaluating and maintaining the Product(s); (b) not be used by the Licensee (or any other party) in a manner detrimental to Licensor's interest; and (c) not be reproduced, used or disclosed to other parties by the Licensee without Licensor's prior written consent. All Confidential Information supplied by Licensor is, and shall remain, Licensor's property.

The obligations set forth in this Section shall remain in force for a period of five (5) years as of the date of disclosure of the Confidential Information in question, regardless of an earlier termination of these Standard Service Terms and Conditions. Notwithstanding the foregoing, source code of the Product(s) shall be kept confidential indefinitely.

11 AMENDMENT

No changes or amendments to these Standard Service Terms and Conditions shall be effective unless reduced in writing and signed by Licensor.

12 AUDIT

Licensee shall, upon request of the licensor, provide a certification of compliance with terms and conditions of this license agreement. Such request shall not exceed once per year.

13 ASSIGNMENT

These Standard Service Terms and Conditions will bind and inure to the benefit of each Party's permitted successors and assigns. The Licensee shall not, without the prior written consent of Licensor, assign or otherwise transfer its rights and obligations under these Standard Service Terms and Conditions in whole or in part. Any attempt to assign these Standard Service Terms and Conditions in derogation of this Section will be null and void. This clause shall not be construed to restrict assignment within the agencies of the Department of Defense or the United States Government.

14 INDEPENDENT CONTRACTOR

Licensor and the Licensee are each engaged in an independent business. Each Party shall, at all times, perform its obligations as an independent contractor and not as the agent, franchisee, partner, employee or servant of the other Party. Each Party shall, at all times, be solely responsible for: (a) the employment, direction, supervision, compensation and discharge of its own employees, agents and subcontractors, including compliance with social security, withholding and all other regulations governing such matters; and (b) its own

acts and those acts of its employees, agents and subcontractors.

15 CONTROLLING LAW

These Standard Service Terms and Conditions shall be interpreted and construed in accordance with the United States Federal Law and more specifically, the Contracts Disputes Act of 1978 as amended (41 U.S.C. 7101-7109).

16 SETTLEMENT OF DISPUTES

See paragraph 15 above.

17 FORCE MAJEURE

Licensor shall not be deemed to have breached any obligation under these Standard Terms and Conditions if such breach results from causes that are beyond Licensor's reasonable control, including but without limitation to war (whether declared or not), acts of government or the European Union, export or import prohibitions, breakdown or general unavailability of transport, general shortages of energy, fire, explosions, accidents, strikes or other concerted actions of workmen, lockouts, sabotage, civil commotion and riots ("Force Majeure").

The Licensee shall not claim any damage or any other compensation from Licensor for delays or non-performance caused by Force Majeure.

18 WARRANTIES

LICENSOR REPRESENTS AND WARRANTS THAT ALL SUPPORT SERVICES SHALL BE PERFORMED IN A DILIGENT, PROFESSIONAL AND WORKMANLIKE MANNER CONSISTENT WITH INDUSTRY STANDARDS. LICENSOR MAKES NO OTHER WARRANTIES HEREUNDER, EITHER EXPRESS, IMPLIED OR STATUTORY INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

19 LIMITATION OF LIABILITY

EXCEPT IN CASE OF A VIOLATION OF LICENSOR'S INTELLECTUAL PROPERTY RIGHTS, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER THIS SERVICE AGREEMENT TO THE OTHER PARTY FOR ANY LOST PROFITS, LOSS OF BUSINESS, LOSS OF USE, LOSS OF GOODWILL, LOST SAVINGS OR OTHER CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, EVEN IF THE LIABLE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.



EXCEPT IN CASE OF A VIOLATION OF LICENSOR'S INTELLECTUAL PROPERTY RIGHTS, IF EITHER PARTY SHOULD BECOME ENTITLED TO CLAIM DAMAGES FROM THE OTHER PARTY UNDER THIS SERVICE AGREEMENT, THE LIABLE PARTY WILL BE LIABLE ONLY FOR THE AMOUNT OF THE OTHER PARTY'S ACTUAL DIRECT DAMAGES, NOT IN ANY CASE TO EXCEED THE TOTAL AMOUNT OF THE FEES ACTUALLY PAID BY LICENSEE FOR THE SERVICES TO WHICH THE LIABILITY RELATES.

The Parties agree that the limitations of liability set out in this Section are to be enforced to the maximum extent permitted by law, but will not be deemed to limit any liability to an extent that is impermissible under applicable law. This clause shall not impair the U.S. Government's right to recover for fraud or crimes arising out of or related to this Contract (1) under any federal fraud statute, including the False Claims Act, 31 U.S.C. §§ 3729-3733; (2) for any other matter for which liability cannot be excluded by law or (3) express remedies provided under any FAR, GSAR or Schedule 70 solicitation clauses incorporated into the GSA Schedule 70 contract.

No action, regardless of form, arising out of any claimed breach of these Standard Terms and Conditions may be brought by the Licensee more than six (6) years after the cause of action has accrued and in no case later than six (6) years after the delivery of the respective Support Services.

20 TERM AND TERMINATION

These Standard Service Terms and Conditions shall be deemed to have been entered into on the Effective Date and shall remain in force until terminated.

21 EXPORT CONTROL

The Parties hereto shall comply with all the relevant export control laws, regulations and restrictions such as but not limited to those imposed by the European Union or the United States of America. The Licensee specifically acknowledges that the Product(s) and Documentation supplied by Licensor are subject to said export control laws, regulations and restrictions and must not be re-exported, transshipped, diverted or transferred, directly or indirectly, contrary to the said laws, regulations and restrictions.

22 ENTIRE AGREEMENT

Unless otherwise agreed in writing, these Standard Service Terms and Conditions set forth all of the promises, agreements and conditions regarding its subject matter and supersedes all prior understandings (whether written, oral or otherwise) pertaining thereto and

constitute the entire agreement between Licensor and the Licensee; however, this Agreement shall not take precedence over the terms of the underlying GSA Schedule Contract or any specific, negotiated terms on the GSA Customer's Purchase Order, that the Licensor has negotiated and/or approved in writing.

All Purchase Orders shall be fulfilled strictly in accordance with these Standard Terms and Conditions. These Standard Terms and Conditions shall be regarded as accepted at the latest upon date of acceptance of the Purchase Order by Licensor.