

Version 08.16 as at August 1, 2016

(0) Preamble

(0.1) Ergon Informatik AG, Merkurstrasse 43, 8032 Zurich (hereinafter referred to as "Ergon"), sells usage licenses of the product Airlock ("Software") itself or via Resellers (together referred to as "Seller") under these License Conditions to the Customer (also "Licensee"). Ergon continuously develops the Software. Ergon is the owner of all proprietary rights resulting out of its continuous development of the Software.

(0.2) The operating system and the software packages not developed by Ergon provided with the Software are subject to third party licenses, in part open source, for which Ergon does not assume any warranty. Therefore, the following License Conditions apply exclusively to software developed by Ergon.

(0.3) With the purchase of the Software, the Customer accepts these license conditions as well as third party licenses which are listed in the document *Software-to-License*.

(1) Evaluation

Ergon allows the Customer, for not more than 30 days, to run the Software for evaluation purposes at no cost. The Software in its evaluation version is NOT usable as productive software for security purposes. Ergon will not be liable for any damage caused by running a system in evaluation mode. The usage of such Software in a production environment is not permitted. If the Customer does not purchase a license for the Software, it must delete all copies of the Software.

(2) Usage

(2.1) Subject to timely payment of the license fees Ergon grants the Customer, as from the issuance date of the license, a perpetual, worldwide, non-exclusive, limited right to transfer and limited right to install and use the Software. The license is only transferable within the group of companies or to a client of the Customer. In the case of a transfer of an unlimited right to use the license, the license and subscription conditions have to be renegotiated adequately. The right to use comprises the rights acquired according to the purchase contract (e.g. max. number of installations, instances, applications, named users) for the purpose of securing the Customer's offered services to be used by the Customer and its users (employees, customers, third parties). The Customer is not entitled – except on a special agreement basis – to grant third parties access to the Software as a "Software as a Service" or make it accessible in any other way. The Customer undertakes to keep the Software safe so that access and, thus, copying or use of the Software by third parties is prevented. The Customer is permitted to make

copies of the Software exclusively for backup or archiving purposes.

(2.2) The Customer is not permitted to use the Software in parallel on different hardware based on the same license key, except for augmenting system reliability (failover). Such a configuration must be licensed by the Customer ("High Availability" environment).

(2.3) The Customer is not permitted to translate the Software from object code into source code (e.g. by reverse engineering, disassembling or decompiling).

(2.4) The Customer is not permitted to break or change the license key.

(2.5) The Customer is permitted, to the extent defined in the documentation, at its own risk (i) to modify the Software (configuration, parameterization) and (ii) to connect the Software with interoperable programs.

(2.6) The Airlock license is technically bound to a MAC address. In case of hardware changes, the Customer guarantees to stop using the existing license. In this case, Ergon will supply a new license key within 2 working days.

(2.7) Products delivered by Ergon are designed for worldwide use. Export from Switzerland or the EU and re-export, be it separately or integrated into a system, is subject to approval to be obtained by the Customer and is subject to the relevant foreign trade legislation and to US export regulations. In such cases, the Customer is responsible for familiarizing itself with the procedures and complying with them. Reselling to customers in the nuclear sector, in particular in the area of manufacturing and operation of nuclear technology, requires special permits. Ergon reserves the right to adjust export and import provisions at any time if national or international legislation so requires.

(2.8) Licenses may also be used on virtual machines. Use of one license for the same virtual machine (VM) in parallel on more than one server and/or usage in a configuration where the same VM is moved automatically to another server must be licensed by the Customer ("Business Continuity Management" environment).

(2.9) Airlock license conditions and license keys limit the usage of the Software. Bypassed limitations, whether technical and/or contractual, must be additionally licensed by the Customer.

(2.10) The Seller has the right to obtain evidence that the licensed Software is being used within scope of the license conditions. The Seller shall act, based on proceedings mutually agreed with Customer, without breaching any industrial or company secrets of the Customer. If usage exceeds license limits, the Seller will invoice over-usage according to current license and subscription conditions.

3 Warranty, Liability

(3.1) The Contracting Parties mutually agree that the Software is to be provided to the Customer on a data carrier or as a download. The Customer undertakes to check the workability and absence of defects during the test phase and to provide notice of such defects if any occur. A product defect, which is covered by the warranty, is deemed to exist if the assured functionalities and services of the product, when it is used in accordance with its intended use, differ to such an extent that the product is rendered entirely unsuitable or is severely restricted in terms of its intended use. In this event, Ergon will then perform the following corrective action during the one-year warranty period from the release of the product for download. Ergon will choose the corrective action, which may include the release of a patch, a corrected version of the product or the provision of a solution to circumvent or eliminate the error/bug.

(3.2) Ergon assumes no warranty for errors/bugs, failures or damage which were caused by improper operation/parametrization, use of unsuitable organizational resources, abnormal operating conditions (in particular deviations from the installation conditions). Ergon will not provide any warranty for Software changed by third party or Customer programmers.

(3.3) Ergon is not aware of any rights of third parties which would prevent the granting of the rights to use the Software as granted. If the Customer is held liable for the infringement of intellectual property rights of third parties due to the use of the Software, Ergon will indemnify and hold the Customer harmless provided that the Customer immediately notifies such a fact to Ergon and leaves all negotiations to Ergon. The Customer is not permitted to issue any declarations of acknowledgment in this context. The Customer shall authorize Ergon to represent the Customer with regard to such disputes. Ergon shall undertake suitable steps in defense of the asserted claims.

(3.4) Should justified claims of third parties be asserted, Ergon shall take the necessary steps and, if necessary, acquire rights or deliver equivalent parts and components. If such steps cannot be taken adequately or it is not economically justifiable to do so and should such claims be awarded to any third party by a final and binding decision by a court of competent jurisdiction, Ergon will reimburse the Customer (i) paid license fees for the loss of granted rights to use and (ii) pay for claims, damages or other amounts (including reasonable attorney's fees and costs) which may be awarded to any third party.

(3.5) Ergon shall be liable for damages if it can be proven that such damage was caused by Ergon or its staff willfully or with gross negligence. Liability for ordinary negligence will be limited to CHF 100,00.00 in total for the duration of the contract. Compensation for consequential defect damage and indirect damage, such as profits not made or loss of data are excluded.

(4) Software Subscription (SSU)

(4.1) With the purchase of a license the Customer is bound to buy a Software Update Subscription SSU for a period of not less than one year. The SSU comprises (i) access to the SSU infrastructure <https://techzone.ergon.ch> (Techzone), (ii) maintenance of the active release not longer than one year after the appearance of the successive active release (iii) provision of successive releases of the Software.

(4.2) Ergon will decide at its own discretion when such deliveries are made. The Customer shall install releases according to instructions provided by Ergon.

(4.3) The Customer acknowledges that installation of releases may necessitate modification of existing program parts, data or data models. Normally, such conversion steps are processed automatically. Adaptation assistance is to be paid for on a time and materials basis.

(4.4) The SSU can only be acquired for the total amount of Software licensed. The SSU is to be purchased by default without interruption and successively. Non-payment in due time of a following SSU period causes an interrupt. SSU services will be suspended from the date of the interruption. Resumption depends on the payment of the SSU for the full period of interruption.

(4.5) Ergon warrants the compatibility of bug and hotfix releases of the respective minor releases. Ergon does not warrant release compatibility with third party systems without compatibility sign-off of the third party system owner.

(5) Support

The Customer shall conclude a separate Support Contract with the Seller. The Support Contract sets out availability, response times, support services, etc. Ergon does not warrant any support (i) without a Support Contract, (ii) for Software not under an SSU (iii) for a release more than 1 year older than the successive active release.

(6) Services

Under these licensing terms, the vendor shall also provide the offered Airlock Professional Services in the area of integration for a maximum of 10 man-days. The vendor shall ensure the services are performed professionally on a cost basis. No assurance is given for responsibility regarding the results. The vendor may also involve third parties to provide the service.

(7) Fees/Payment Terms

(7.1) License fees are due upon conclusion of the contract. SSU fees are due one year in advance. Fees for services or additional services will be invoiced on a monthly basis, plus expenses and related costs.

(7.2) The Customer shall pay all invoices including VAT within 30 days net from the invoice date to the account specified by Ergon.

(7.3) Invoices which are not objected to in writing within the payment period are deemed to be accepted.

(8) Product rights

(8.1) The Customer is only entitled to the rights expressly granted in this License Agreement to use this product. All other rights, particularly in respect of property, copyright, and proprietary rights in relation to the product and all usage rights not expressly transferred to the Customer remain with Ergon or the owner of the proprietary rights to licenses.

(8.2) The product contains information, ideas, data structures, database models, libraries, tools, concepts, designs, methods, and processes which represent business and operational secrets of Ergon. Accordingly, the Customer shall treat the product with the same due care and confidentiality as its own business and operational secrets, only use it for its intended purpose as outlined in these License Conditions, and, subject to Ergon's prior written approval, not make it accessible to third parties in any way or form, neither wholly nor partially, or release it.

(8.3) These duties to observe secrecy remain in force for as long as Ergon has a legitimate interest in the product, even after the contractual relationship has ended.

(9) Term and Termination

(9.1) The License Agreement is concluded upon ordering of the products offered by Ergon. Unless agreed otherwise, the right to use the product is granted for an indefinite period.

(9.2) The SSU services will be concluded for the agreed subscription period or, in the absence of an appropriate provision, for one year. At the end of the subscription term, the Software Update Subscription will renew automatically by a further year unless it is terminated subject to a 30-day notice period at the end of the subscription term.

(9.3) Ergon is only entitled to revoke the usage rights granted under these License Conditions if there is a serious violation of these License Conditions by the Customer, especially if it is in arrears with the payment of the license fees, despite being issued with a written warning, or if it continues to infringe the provisions regarding usage (clause 2) and product rights (clause 8) despite being issued with a written warning and the setting of an adequate deadline to return to the contractual state. Moreover, pursuant to clause 3.4 Ergon may terminate the contract if it is unable to resolve an infringement of proprietary rights.

(9.4) Ergon may suspend the services stated under clause 4 at any time in the event of non-payment of SSU fees.

(9.5) At the end of the SSU subscription, the Customer's subscription to the services under clause 4 will stop and at the end of the License Agreement, the Customer's right to use the product will expire pursuant to clause 2. The Customer may retain an archived copy of the product, which has not been created for productive purposes, to comply with regulatory retention requirements. The Customer shall ensure that the product is no longer used for productive purposes.

(10) Closing Provisions

(10.1) If individual provisions of this Contract are or become ineffective, this does not affect the remaining provisions. The Contracting Parties shall cooperatively find a provision which comes as close as possible to the provisions affected.

(10.2) Any modifications or additions to these License Conditions must be made in writing and signed by both Contracting Parties to be effective.

(10.3) Any agreements concluded under these License Conditions are exclusively governed by Swiss law. UN sales law (Contracts for International Sale of Goods as of April 11, 1980) is excluded.

(10.4) The Contracting Parties undertake to amicably handle disputes regarding this Contract in good faith. Should that fail, the exclusive court of jurisdiction will be Switzerland/Zurich 1.