



**ISD SOFTWARE UND SYSTEME GMBH DOING BUSINESS AS ISD Group USA Inc. ("ISD")
TERMS AND CONDITIONS FOR CONSULTING SERVICES**

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

1.0 Scope of Services - ISD Group USA Inc. , (hereinafter referred to as "ISD") will provide consulting services and/or specific deliverables to Customer as stated in this Statement of Work ("SOW"), or ISD Quotation ("Quote") as the case may be. The consulting services and/or specific deliverables will be provided in accordance with these Terms and Conditions for Consulting Services (hereinafter the "Terms") and limited to the funding on Customer's Purchase Order.

2.0 Terms of Payment - ISD payment terms are net thirty (30) days from the date of receipt of invoice by Customer. Customer will be invoiced on either a monthly basis, upon completion, per milestone payment schedule, or upon completion and acceptance of deliverables, pursuant to the payment schedule as stated in the applicable SOW or Quote.

Customer agrees to reimburse ISD for all out-of-pocket expenses (travel, incidentals, special materials which may be requested by Customer) at ISD's cost plus an additional ten (10%) percent administrative fee.

Customer agrees to pay interest on all overdue or unpaid invoices, at the rate of one and one-half percent (1 ½%) per month, or at the maximum rate permitted by law, whichever is less. No payments may be withheld by Customer for any reason nor may any counterclaim by Customer be set off against any payment due hereunder, without the prior written consent of an authorized ISD representative.

3.0 Customized Software Warranty - **SHOULD ISD PROVIDE ANY CUSTOMIZED SOFTWARE AS A DELIVERABLE UNDER A SOW, EXCEPT FOR ANY REFERENCE DATA OR SOLUTIONWARE THAT MAY BE INCLUDED IN THE CUSTOMIZED SOFTWARE, ISD PROVIDES A THIRTY (30) CALENDAR DAY WARRANTY PERIOD FOR SAID CUSTOMIZED SOFTWARE COMMENCING UPON SUCCESSFUL COMPLETION OF ACCEPTANCE TEST (IF APPLICABLE) OR COMMENCING UPON THE DATE THAT ANY PORTION OF THE CUSTOMIZED SOFTWARE IS PUT INTO PRODUCTION BY CUSTOMER, WHICHEVER IS EARLIER. HOWEVER, WHEN NO ACCEPTANCE TEST IS SPECIFIED AND CUSTOMIZED SOFTWARE IS NOT YET IN PRODUCTION, IN NO EVENT WILL WARRANTY EXTEND BEYOND THIRTY (30) CALENDAR DAYS FROM DELIVERY. ANY REFERENCE DATA OR SOLUTIONWARE CONTAINED IN OR INCLUDED WITH THE CUSTOMIZED SOFTWARE IS PROVIDED "AS IS" WITHOUT ANY WARRANTY WHATSOEVER. ISD WARRANTS THAT, UNDER NORMAL USE, THE CUSTOMIZED SOFTWARE DELIVERY MEDIA WILL BE FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP, AND THAT THE CUSTOMIZED SOFTWARE WILL CONFORM TO THE REQUIREMENTS AS STATED IN THE FUNCTIONAL REQUIREMENTS/FUNCTIONAL DESIGN SPECIFICATION (FRS/FDS).**

UNDER NO CIRCUMSTANCES DOES ISD WARRANT THAT CUSTOMIZED SOFTWARE WILL OPERATE UNINTERRUPTED OR ERROR FREE. DURING THE WARRANTY PERIOD, EXCEPT FOR ANY REFERENCE DATA THAT MAY BE CONTAINED IN THE CUSTOMIZED SOFTWARE, ISD WILL ADDRESS ALL AGREED UPON SOFTWARE ANOMALIES INCURRED AFTER DELIVERY OR SITE ACCEPTANCE TEST, IF APPLICABLE, WHICH DO NOT ADHERE TO THE FRS/FDS.



ANY MODIFICATONS OR ENHANCEMENTS OUTSIDE THE FRS/FDS ARE NOT PROVIDED PER THIS SOW OR QUOTE.

IF UNDER THE LAW RULED APPLICABLE TO THESE TERMS, A GREATER WARRANTY IS MANDATED, THEN ISD WARRANTS THE CUSTOMIZED SOFTWARE TO THE MINIMUM EXTENT REQUIRED BY SAID LAW.

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

ISD'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY SHALL BE, IN ISD'S SOLE AND ABSOLUTE DISCRETION, EITHER (I) THE REPAIR OR REPLACEMENT OF ANY WARRANTED ITEM THAT DOES NOT MEET THE RESPECTIVE WARRANTIES GIVEN ABOVE, OR (II) A REFUND OF THE PURCHASE PRICE OF THE WARRANTED ITEM.

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

- 4.0 Disclaimer - EXCEPT AS PROVIDED ABOVE, ISD DISCLAIMS (TO THE EXTENT PERMITTED BY LAW) ALL WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR USE. IF UNDER THE LAW RULED APPLICABLE TO THESE TERMS ANY PART OF THE ABOVE DISCLAIMER OF EXPRESSED OR IMPLIED WARRANTIES IS INVALID, THEN ISD DISCLAIMS EXPRESS OR IMPLIED WARRANTIES TO THE MAXIMUM EXTENT ALLOWED BY SAID LAW.
- 5.0 Limitation of Liability - IN NO EVENT WILL ISD OR A ISD SOFTWARE UND SYSTEME GMBH COMPANY BE LIABLE FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES, ANY LOSS OF USE OR PRODUCTION, ANY LOSS OF REVENUE OR PROFIT, ANY LOSS OF DATA, THE USE OR INABILITY TO USE ANY DELIVERABLE, OR CLAIMS OF THIRD PARTIES, ARISING OUT OF OR IN CONNECTION WITH ANY CONSULTING SERVICES OR DELIVERABLES PROVIDED UNDER THIS SOW OR QUOTE, EVEN IF ISD OR A ISD SOFTWARE UND SYSTEME GMBH COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

UNDER NO CIRCUMSTANCES SHALL ISD'S OR AN ISD SOFTWARE UND SYSTEME GMBH COMPANY'S LIABILITY UNDER THIS SOW OR QUOTE EXCEED THE AMOUNT THAT ISD HAS BEEN PAID BY CUSTOMER PURSUANT TO THIS SOW OR QUOTE AT THE TIME ANY CLAIM IS MADE. EXCEPT WHERE PROHIBITED BY APPLICABLE LAW, NO CLAIM, REGARDLESS OF FORM, ARISING OUT OF OR IN CONNECTION WITH THIS SOW OR QUOTE MAY BE BROUGHT BY CUSTOMER MORE THAN TWO (2) YEARS AFTER THE EVENT GIVING RISE TO THE CAUSE OF ACTION HAS OCCURRED.

IF UNDER THE LAW RULED APPLICABLE TO THESE TERMS ANY PART OF SECTION 5 IS INVALID, THEN ISD LIMITS ITS LIABILITY TO THE MAXIMUM EXTENT ALLOWED BY SAID LAW.



6.0 Ownership of Data/Computer Software/Documentation - All ISD Customized Software and related deliverables (including but not limited to computer software and code (including software and firmware listings, assemblers, applets, compilers, source code, object code, net lists, design tools, user interfaces, application programming interfaces, enhancements, protocols, formats, documentation, annotations, comments, data, data structures, databases, data collections, system build software and instructions), inventions (whether patentable or not), discoveries, designs, specifications, developments, concepts, ideas, methods, modifications, improvements, processes, know-how, show-how, techniques, algorithms, logic designs, screen displays, databases, mask works, formulae, techniques, trade secrets, graphics or images, text, audio or visual works, materials that document design or design processes, or that document research or testing, schematics, diagrams, product specifications and other works of authorship, including but not limited to all associated Documentation (collectively referred to as "Intellectual Property") provided by ISD under this SOW or Quote will be exclusively owned by ISD and may be licensed to Customer pursuant to ISD's current *Software License Agreement*, except as modified herein.

The Customer understands that ISD possesses information and data that was developed, created, or discovered by ISD, or that has become known to or has been conveyed to ISD, that has commercial value in ISD's day-to-day business. ISD considers such information and/or data to be proprietary and confidential. Such information and/or data includes, but is not limited to, ISD's Intellectual Property, which is owned by ISD.

The Customer further understands that if this SOW requires the disclosure of ISD's Intellectual Property or the development of any Intellectual Property as a deliverable, the Customer shall keep the Intellectual Property strictly confidential by using a reasonable degree of care, but not less than the degree of care used by the Customer in safeguarding its own confidential and/or proprietary information and may not disclose the Intellectual Property to any third party without the prior written consent of an authorized ISD contracts representative.

"Customized Software" and "Documentation" shall mean those deliverables developed solely for the Customer under this SOW, as well as any existing ISD Intellectual Property or ISD Intellectual Property that may be developed or that may be embodied in any deliverable provided under this SOW. For the avoidance of doubt, the Customized Software and Documentation is considered Intellectual Property and shall remain the property of ISD.

If the source code of Customized Software is provided to Customer as a deliverable, this source code is Intellectual Property of ISD and ISD will exclusively own all rights of any kind to this source code, whether patentable or not, and ISD may grant to Customer a non-transferable, non-sublicensable, non-exclusive, and limited license for use of the source code delivered hereunder pursuant to ISD's current *Software License Agreement*, except as modified herein. The source code of Customized Software shall be restricted to Customer's internal use and possession, and shall be used only for the purpose of internal maintenance support and training for internal maintenance support. Customer shall not use the source code to develop software applications or enter into any third-party arrangement to develop software applications. In no event shall Customer disclose the source code to any third party, or permit any third party to have access, possession, or use of the source code.

All ISD Commercial Off-the-Shelf Software Products ("COTS") and third-party-developed software is owned by ISD, or respective third party, and is subject to the terms of ISD's and/or relevant third-party's *Software License Agreement(s)*.

7.0 Nondisclosure - ISD and Customer each acknowledge that they may be furnished with, receive, or otherwise have access to information of or concerning the other Party, or relevant third party, which such Party or relevant third party considers to be confidential, proprietary, a trade secret or otherwise restricted. As used in this Agreement "Confidential Information" shall mean all information, which may include third party information, in any form, furnished or made available directly or indirectly by one Party to the other that is marked confidential, restricted,



proprietary, or with a similar designation. These Terms are deemed to be Confidential Information. Confidential Information also shall include, whether or not designated "Confidential Information", (i) all specifications, designs, documents, correspondence, software, documentation, data and other materials and work products produced by either ISD or its subcontractors, and (ii) with respect to either Party, all information concerning the operations, financial affairs and businesses, and relations with its employees and service providers.

Each Party's Confidential Information shall remain the property of that Party, or relevant third party, except as expressly provided otherwise by the other provisions of these Terms. Customer and ISD shall each use at least the same degree of care, but in any event no less than a reasonable degree of care, to prevent disclosing to third parties the Confidential Information of the other as it employs to avoid unauthorized disclosure, publication or dissemination of its own information of a similar nature.

The Parties shall take reasonable steps to ensure that its employees comply with these confidentiality provisions.

This Section shall not apply to any particular information which ISD or Customer can demonstrate (i) was, at the time of disclosure to it, in the public domain; (ii) after disclosure to it, is published or otherwise becomes part of the public domain through no fault of the receiving Party; (iii) was in the possession of the receiving Party at the time of disclosure to it; (iv) was received after disclosure to it from a third party who had a lawful right to disclose such information to it without any obligation to restrict its further use or disclosure; or (v) was independently developed by the receiving Party without reference to Confidential Information of the furnishing Party. In addition, a Party shall not be considered to have breached its obligations by disclosing Confidential Information of the other Party as required to satisfy any legal requirement of a competent government body provided that, immediately upon receiving any such request and to the extent that it may legally do so, such Party advises the other Party promptly and prior to making such disclosure in order that the other Party may interpose an objection to such disclosure, take action to assure confidential handling of the Confidential Information, or take such other action as it deems appropriate to protect the Confidential Information.

8.0 Employment - During a period from the commencement of the work described in this SOW or Quote until twelve (12) months after its completion, Customer shall not employ or engage on any other basis or offer such employment or engagement to any of ISD's employees who have been associated with providing services under this SOW or Quote without the prior written approval of ISD. Customer agrees that if it employs or engages any ISD employee contrary to the preceding paragraph, Customer shall be liable to ISD for liquidated damages in an amount equal to such employee's salary per annum at the time of leaving the employment of ISD.

9.0 Taxes - Prices are exclusive of, value added or similar taxes based upon amounts payable to ISD pursuant to these Terms ("Taxes"). Such Taxes, however do not include franchise taxes or taxes based on net income. Customer agrees to pay ISD any applicable Taxes or provide ISD documentary evidence of an appropriate statutory exemption.

10.0 Maintenance - Customer shall be responsible for the maintenance of any deliverables provided. In the event Customer elects to have ISD perform such maintenance, such maintenance may be provided at prevailing consulting service rates.

11.0 Governing Law - These Terms are governed by and shall for all purposes be construed and enforced under and in accordance with the laws of the US. Jurisdiction and venue for any dispute arising from these Terms or relating to the Software shall be in the US Courts. The Parties waive the application of the United Nations Commission on International Trade Law and United Nations Convention on Contracts for the International Sale of Goods as to the interpretation or enforcement of these Terms.



12.0 Export Control – ISD Group USA Corporation’s commercial-off-the-shelf software products, customized software and/or third-party software, including any technical data related thereto (“Technical Data”), obtained from ISD, its subsidiaries or distributors, is subject to the export control laws and regulations of the United States of America. Diversion contrary to U.S. law is prohibited. To the extent prohibited by United States or other applicable laws, ISD Group USA Corporation’s software products, customized software, Technical Data, and/or third-party software, or any derivatives thereof, obtained from ISD Group USA Corporation’s , its subsidiaries or distributors must not be exported or re-exported, directly or indirectly (including via remote access) under the following circumstances:

- (a) To Cuba, Iran, North Korea, the Crimean region of Ukraine, or Syria, or any national of these countries or territories.
- (b) To any person or entity listed on any United States government denial list, including, but not limited to, the United States Department of Commerce Denied Persons, Entities, and Unverified Lists, the United States Department of Treasury Specially Designated Nationals List, and the United States Department of State Debarred List (https://build.export.gov/main/ecr/eg_main_023148).
- (c) To any entity when Customer knows, or has reason to know, the end use of the software product, customized software, Technical Data and/or third-party software obtained from ISD, its subsidiaries or distributors is related to the design, development, production, or use of missiles, chemical, biological, or nuclear weapons, or other un-safeguarded or sensitive nuclear uses.
- (d) To any entity when Customer knows, or has reason to know, that an illegal reshipment will take place.

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

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

13.0 Termination - If either party:

commits a material breach of these conditions that is incapable of remedy or commits a material breach of these conditions that is capable of remedy but does not remedy such breach within thirty (30) days after notice of breach by the other party; or

ceases doing business, makes an assignment for the benefit of creditors, files a voluntary petition in bankruptcy, is adjudicated a bankrupt or an insolvent, or files a petition seeking reorganization, liquidation, dissolution or similar arrangement under present or future statute, law or regulation with immediate effect on the date of notice, then the non-breaching party may, by giving written notice to the other party, terminate any order hereunder as of a date specified in the notice of termination.

14.0 Place of Performance - Customer agrees to provide appropriate work place accommodations, computer equipment, software, and necessary access for ISD personnel.

15.0 Assignment - Neither ISD nor Customer shall assign any of its rights or delegate any of its obligations under this SOW or Quote without the prior written consent of the other Party, provided that such consent shall not be unreasonably withheld, except that ISD may assign its rights and obligations under this these Terms without the approval of Customer to an entity which acquires all or substantially all of the assets of ISD Software und Systeme GmbH.



- 16.0 Severability** - Whenever possible, each provision of these Terms and each related document shall be interpreted in such a manner as to be effective and valid under applicable law. However, if any provision of these Terms or any related document shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of these Terms or such related document.
- 17.0 Survival** - The Articles entitled 4. "Disclaimer", 5. "Limitation of Liability", 6. "Ownership of Data/Computer Software/Documentation" 7. "Nondisclosure", 8. "Employment", 11. "Governing Law", 15. "Assignment", and 16. "Severability" shall survive termination or expiration of these Terms. The obligation imposed on Customer to pay any unpaid charges which have been accrued and are due at the time of termination or expiration of these Terms, pursuant to **Article 2**. "Terms of Payment" shall survive the expiration or termination of these Terms.
- 18.0 Confirmation of Terms** - These Terms and Conditions shall apply to the exclusion of all other Terms and Conditions. ISD shall in particular not be bound by any Terms and Conditions, or reference thereto, contained in a customer's general conditions of purchase, order form, confirmation or acceptance letter, or in any other correspondence or documents irrespective of the point in time that these are sent. No adaptations, deletions or changes to these Terms and Conditions shall be binding, unless separately and specifically approved in writing and signed by a duly authorized representative of ISD.
- 19.0 Entire Agreement** - These Terms and Conditions, this P&M Quotation and/or SOW, and the Customer's Purchase Order to the extent that it is not inconsistent with these Terms and Conditions, constitute the entire agreement between the Parties with respect to the subject matter hereof; all prior agreements, representations, statements, negotiations, and undertakings are superseded hereby. These Terms, the Quote or SOW and Customer's Purchase Order shall not be amended or modified except by written agreement of the parties.

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