

Effective 01 January 2008
SSH's Standard Terms and Conditions for the Delivery of the SSH Tectia Product(s)

1. APPLICABILITY

SSH Operations Ltd (below referred to as "Licensor"), a non-exclusive sub-licensor and distributor of certain Product(s) of SSH Communications Security Corp, agrees to provide certain product(s) of SSH ("Products") to Licensee solely on the following terms and conditions ("Standard Terms and Conditions").

Unless otherwise agreed in a writing signed by both Parties, the Standard Terms and Conditions, together with the End-User License Agreement, which is hereby incorporated by reference as if fully set out herein, shall be the sole agreement between the Parties governing the delivery, licensing and use of the Product(s). In case of discrepancy between the provisions of these Standard Terms and Conditions and the End-User License Agreement, the provisions of the latter shall prevail.

2. DEFINITIONS

The following capitalized terms shall have the following meanings:

"Delivery" shall mean the delivery by Licensor to Licensee of a media containing the Product(s);

"Documentation" shall mean the documents including 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 order by Licensor;

"End-User License Agreement" shall mean Licensor's standard clickwrap terms for licensing the Product(s), which Licensee must assent to prior to installing or using the Product(s). Technical measures have been taken by Licensor in order to prevent the installation and use of the Product(s) without the prior acceptance of the terms and conditions of the End-User License Agreement;

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

"Product(s)" shall mean the computer software applications in machine-readable, binary code form provided by Licensor to Licensee hereunder;

"SSH" shall mean SSH Communications Security Corp, the Finnish parent company of Licensor;

"Support Services" shall mean Licensor's technical support services and software maintenance services related to the Product(s).

3. PRICES

Licensee shall pay Licensor the license and service fees as indicated in the respective invoice ("Fee(s)").

Unless the Parties agree to a specific deduction in writing, Licensee shall pay the Fee(s) for the Product(s) and

Service(s) to 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 Product(s) and/or Support Services are delivered will be borne by Licensee (collectively "Taxes").

Any miscellaneous costs including but not limited to banking charges, currency conversion charges and delivery costs (collectively "Miscellaneous Costs") will be borne by Licensee.

If Licensor pays any Taxes and/or Miscellaneous Costs, then such amount shall be added to the price of the Product(s) and/or Support Services and Licensee shall reimburse Licensor for all such Taxes and/or Miscellaneous Costs within fifteen (15) business days following its receipt of documentation evidencing Licensor's payment thereof.

5. TERMS OF PAYMENT

Licensee shall pay Licensor one hundred percent (100%) of the Fee(s) within thirty (30) days from the date of the receipt of an invoice from Licensor.

Unless otherwise defined in the respective invoice all payments to Licensor shall be payable in Euros.

If Licensee fails to pay the Fee(s) by the due date specified above, Licensor shall be entitled without prejudice to any other right or remedy to charge interest at the rate of ten (10) per cent per annum, or the maximum amount allowed by law, whichever is less, on overdue payments, until the date such payments are credited to Licensor's bank account.

6. DELIVERY

Licensor shall make commercially reasonable efforts to deliver the Product(s) to Licensee on the delivery date as confirmed by Licensor. The Product(s) and Documentation shall be delivered either by downloading the Product(s) from SSH's website, or physically on CD-Rom(s) according to the delivery term FCA, Licensor's premises, Helsinki, Finland (Incoterms 2000).

7. TITLE

Licensee acknowledges and agrees that title to and ownership of the Product(s) and/or the Documentation (including but not limited to all copies thereof) are and shall remain with SSH or its licensors. Nothing contained in these Standard Terms and Conditions or the End-User License Agreement shall be construed as transferring any ownership right or interest in the Product(s) and/or the Documentation to Licensee. Licensee shall not receive any

express or implied license or right under any patent, copyright, trade mark, trade secret or other proprietary rights of SSH or its licensors, except as expressly set forth in these Standard Terms and Conditions and the End-User License Agreement.

8. LICENSE GRANT

Licensee acknowledges and agrees that the End-User License Agreement shall bind it, and that Licensee has no right to possess or in any way use the Product(s) except as set forth in the End-User License Agreement. Licensor and SSH reserve the right to change the terms and conditions of the End-User License Agreement on thirty (30) days' written notice, but any such change shall not affect copies of the Product(s) sold prior to receipt of such notice by Licensee. Licensee acknowledges that Licensee is not authorized to use any other version of the Product(s) than the version delivered according to the respective purchased order, unless Licensee has purchased the Support Services. Subject to the receipt of Licensee's purchase order and payment for the said annual Support Services Licensor shall provide Licensee all new Major Release(s), Minor Release(s), and Maintenance Release(s) that become generally available during the term of the said annual Support Services and the right to use of the said new Releases shall be granted under respective End-User License Agreement without any further actions. Licensee that has not purchased and paid the annual Support Services shall have no right to use any future Releases of the Product(s) and/or use any other part of the Support Services.

LICENSOR IS WILLING TO LICENSE THE PRODUCT(S) SOLELY ON THE TERMS SET FORTH IN THESE STANDARD TERMS AND CONDITIONS AND THE END-USER LICENSE AGREEMENT ONLY UPON THE CONDITION THAT LICENSEE ACCEPTS ALL OF THE TERMS CONTAINED IN THESE STANDARD TERMS AND CONDITIONS AND THE END-USER LICENSE AGREEMENT, TO THE EXCLUSION OF ALL OTHER TERMS. IF LICENSEE DOES NOT AGREE TO THE TERMS OF THESE STANDARD TERMS AND CONDITIONS AND THE END-USER LICENSE AGREEMENT, THEN LICENSOR IS NOT WILLING TO LICENSE THE PRODUCT(S) TO LICENSEE. IN SUCH EVENT LICENSEE SHALL PROMPTLY, HOWEVER NOT LATER THAN SEVEN (7) BUSINESS DAYS FROM THE DELIVERY OF THE PRODUCT(S) TO LICENSEE, RETURN THE PRODUCT(S) AT ITS COSTS TO LICENSOR FOR A REFUND OF THE LICENSE FEE PAID. LICENSEE'S FAILURE TO RETURN THE PRODUCT(S) TO LICENSOR WITHIN SUCH TIME PERIOD SHALL BE DEEMED AGREEMENT BY LICENSEE TO ALL TERMS AND CONDITIONS OF THESE STANDARD TERMS AND CONDITIONS AND THE END-USER LICENSE AGREEMENT.

9. SUPPORT SERVICES

Licensor may provide Licensee with Support Services subject to payment of applicable Fees. Unless the Parties have otherwise agreed in a writing signed by both Parties,

such Support Services shall be provided according to the SSH Standard Support Services terms and conditions, which can be found on www.ssh.com/products/services/support/standard.html.

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 Terms and Conditions are Confidential Information.

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. If no such order is obtained within 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 Terms and Conditions.

Any Confidential Information supplied by SSH or Licensor shall: (a) be used for the sole purpose of

installing, using, evaluating and maintaining the Product(s); (b) not be used by Licensee (or any other party) in a manner detrimental to SSH's or Licensor's interest; and (c) not be reproduced, used or disclosed to other parties by Licensee without Licensor's prior written consent. All Confidential Information supplied by SSH or Licensor is, and shall remain, SSH's or 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 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 Terms and Conditions shall be effective unless reduced to writing and signed by Licensor.

12. ASSIGNMENT

These Standard Terms and Conditions will bind and inure to the benefit of each Party's permitted successors and assigns. Licensee shall not, without the prior written consent of Licensor, assign or otherwise transfer its rights and obligations under these Standard Terms and Conditions in whole or in part. Any attempt to assign these Standard Terms and Conditions in derogation of this Section will be null and void.

Licensor may assign these Standard Terms and Conditions to any of its Affiliates, and in connection with a sale of business to which these Standard Terms and Conditions relates.

13. INDEPENDENT CONTRACTOR

Licensor and 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, 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.

14. CONTROLLING LAW AND VENUE

These Standard Terms and conditions shall be interpreted and construed in accordance with the laws of England and Wales, without regard to conflicts of law principles. Further, the application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded and disclaimed.

15. SETTLEMENT OF DISPUTES

All disputes arising out of or in connection with these Standard Terms and Conditions shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one (1) arbitrator appointed in accordance with the said Rules. The place of arbitration shall be London, United Kingdom. All proceedings shall be conducted in the English language.

16. 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.

17. WARRANTIES

LICENSOR EXPRESSLY DISCLAIMS, TO THE EXTENT PERMITTED BY APPLICABLE LAW, ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT 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 PRODUCT(S) WILL BE FREE FROM BUGS OR THAT ITS USE WILL BE UNINTERRUPTED OR REGARDING THE USE, OR THE RESULTS OF THE USE, OF THE PRODUCT(S) OR DOCUMENTATION IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY OR OTHERWISE. WITHOUT LIMITING THE FOREGOING, LICENSEE ACKNOWLEDGES THAT THE PRODUCT(S) IS PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND.

18. LIMITATION OF LIABILITY

THE ENTIRE RISK AS TO RESULTS AND PERFORMANCE OF THE PRODUCT(S) IS ASSUMED BY LICENSEE. ANY LIABILITY OF LICENSOR WITH RESPECT TO THE PRODUCT(S) AND SERVICES, THE PERFORMANCE THEREOF OR DEFECTS THEREIN, UNDER ANY WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL THEORY SHALL BE LIMITED EXCLUSIVELY TO THE PRODUCT REPLACEMENT OR, IF REPLACEMENT IS INADEQUATE AS A REMEDY OR, IN LICENSOR'S SOLE OPINION, IMPRACTICAL, TO A REFUND OF THE FEE ACTUALLY PAID BY LICENSEE FOR THE PRODUCT(S) OR SERVICES TO WHICH THE LIABILITY RELATES.

No action, regardless of form, arising out of any claimed breach of these Standard Terms and Conditions may be brought by Licensee more than one (1) year after the cause of action has accrued and in no case later than three (3) years after the delivery of the respective Product(s)..

19. DISCLAIMER OF INCIDENTAL AND CONSEQUENTIAL DAMAGES

UNDER NO CIRCUMSTANCES WILL LICENSOR OR ITS LICENSORS BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF 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 PRODUCT(S), THESE STANDARD TERMS AND CONDITIONS, OR THE END-USER LICENSE 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 THESE STANDARD TERMS AND CONDITIONS OR THE END-USER LICENSE AGREEMENT. SUCH LIMITATION ON DAMAGES INCLUDES, BUT IS NOT LIMITED TO, DAMAGES FOR LOSS OF GOODWILL, LOST PROFITS, LOSS OF DATA OR PRODUCT(S), 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 PRODUCT(S) OR SERVICES.

LICENSEE ACKNOWLEDGES THAT THE PRODUCT(S) IS NOT DESIGNED OR LICENSED FOR USE IN ON-LINE 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 PRODUCT(S) IN ANY SUCH ON-LINE EQUIPMENT IN HAZARDOUS ENVIRONMENTS AND ACCEPTS NO LIABILITY IN RESPECT OF ANY ACTIONS OR CLAIMS BASED ON THE USE OF THE PRODUCT(S) IN ANY SUCH ON-LINE EQUIPMENT IN HAZARDOUS ENVIRONMENTS BY LICENSEE. FOR PURPOSES OF THIS PARAGRAPH, THE TERM "LIFE-CRITICAL APPLICATION" MEANS AN APPLICATION IN WHICH THE FUNCTIONING OR MALFUNCTIONING OF THE PRODUCT(S) MAY RESULT DIRECTLY OR INDIRECTLY IN PHYSICAL INJURY OR LOSS OF HUMAN LIFE.

20. 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, Finland or the United States of America. Licensee specifically acknowledge 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, transhipped, diverted or transferred,

directly or indirectly, contrary to the said laws, regulations and restrictions.

21. PUBLICITY

Licensor shall have the right to refer to the existence of the Parties' business relationship regarding licensing of Product(s) in its marketing as of the Effective Date.

22. ENTIRE AGREEMENT

These Standard Terms and Conditions together with the End-User License Agreement set forth all of the promises, agreements and conditions regarding its subject matter, supersedes all prior understandings (whether written, oral or otherwise) pertaining thereto and constitute the entire agreement between Licensor and Licensee. All orders shall be fulfilled strictly in accordance with these Standard Terms and Conditions and the End-User License Agreement, and no other terms and conditions shall apply.