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"). TERM "SOFTWARE", AS USED IN THIS AGREEMENT, DOES NOT MEAN POSSIBLE OPEN SOURCE COMPONENTS. INSTALLATION OR USE OF THE SOFTWARE CONSTITUTES YOUR AND YOUR COMPANY'S ASSENT TO AND ACCEPTANCE OF ALL OF THE TERMS OF THIS AGREEMENT AND YOUR AGREEMENT TO BE BOUND BY AND BECOME A PARTY TO THIS AGREEMENT. IF YOU DO NOT AGREE WITH ALL OF THE TERMS OF THIS AGREEMENT, YOU MUST NOT INSTALL THE SOFTWARE AND YOU MUST RETURN THE SOFTWARE AND ALL MANUALS AND DOCUMENTATION TO SSH COMMUNICATIONS SECURITY CORPORATION ("LICENSOR") OR LICENSOR'S RESPECTIVE DISTRIBUTOR FOR A REFUND WITHIN TEN (10) DAYS OF RECEIPT OF THE PRODUCTS. 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); 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 the individual or legal entity who has ordered the products which are the 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 licenses 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. The Software may contain Open Source components that are licensed under their respective terms. Licensor shall provide a list of Open Source Licenses for a particular version of the Software in the Software user documentation.

3. USE 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 the 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 Licensor's trademarks in any manner other than their presence within Your copy of the Software without prior written permission of Licensor;

(ix) in virtualized desktop environments and/or infrastructures, use each copy of the Software simultaneously by more than one person unless You have received Licensor's prior written consent and paid Licensor the applicable fees for any such usage of the Software;

(x) if You use Open Source software in conjunction with the Software, you must ensure that Your use does not; a) create, or purport to create, obligations of Licensor and/or its licensors with respect to the Software; or b) grant, or purport to grant, to any third party any rights to or immunities under Licensor's and/or its licensors' intellectual property or proprietary rights in the Software. You also may not combine the Software with programs licensed under the GNU General Public License ("GPL") in any manner that could cause, or could be interpreted or asserted to cause, the Software or any parts thereto to become subject to the terms of the GPL. "Open Source" software used herein shall mean software that is available without charge for use, modifications and distribution and is often licensed under terms that require the user to make the user's modifications to the Open Source software or any software that the user 'combines' with the Open Source software freely available in source code; or c) violate the respective Open Source licenses and related terms and conditions.

(xi) 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;

(xii) transfer any rights under this Agreement, including, but not limited to, to any other company or division;

(xiii) incorporate, integrate or otherwise include the Software with any other software or documentation;

(xiv) 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 set forth in Licensor's respective invoices.

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. The content and specific terms of different levels of SSH Support Services and general information about SSH Support can be found online at:
http://www.ssh.com/index.php/support-overview/support-services.html

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 IS PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND. 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 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.

10. DISCLAIMER OF 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 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 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 SOFTWARE 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 SOFTWARE IN ANY SUCH ON-LINE 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

This Agreement will terminate immediately and automatically without notice if You breach any provision in this Agreement. 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 or equity shall be available to Licensor whether or not this Agreement is terminated.

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 the European Union and the United States of America and other applicable country laws and regulations when either exporting or re-exporting or importing the Software or any underlying information technology. Further, You represent and warrant that You are not a national of Cuba, Iran, Iraq, Libya, 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 laws of the State of New York, without regard to conflicts of law principles.

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

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

If you acquired the Software in the United States, any dispute, controversy or claim arising out of, relating to or in connection with this Agreement, or the breach, termination or validity hereof or thereof, shall be determined by the American Arbitration Association ("AAA") in accordance with the AAA's Commercial Arbitration Rules ("the AAA Rules"). The number of arbitrators shall be three, unless otherwise agreed by the Parties. The place of arbitration shall be New York, State of New York. The language of the arbitration shall be English. In accordance with the AAA Rules, the arbitrators shall be entitled to award interim measures of relief, including but not limited to injunctive relief and measures for the protection or conservation of property. The arbitrators shall have the power to order an award of damages and to award injunctive relief. The prevailing party in the arbitration shall recover its costs of arbitration, including but not limited to its reasonable attorneys' fees. Either party shall have the right to file an action in an applicable Court of the State of New York for the sole purpose of enforcing the arbitration award.

If you acquired the Software outside the United States, any dispute, controversy or claim arising out of, relating to or in connection with this Agreement, or the breach, termination or validity hereof or thereof, 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 Helsinki, Finland. All proceedings shall be conducted in the English language.

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.

16. OPEN SOURCE COMPONENTS

"Open Source Component" means additional separate components that might be distributed along with the Software or as part of it, each licensed to You under its own applicable license terms and conditions.

Notwithstanding the license grant set forth in Section 1, You acknowledge that certain components of the Software may be Open Source Components. Licensor shall provide a list of Open Source Licenses for a particular version of the Software in the Software user documentation. To the extent required by the licenses covering Open Source Com-

ponents, the terms of such licenses will apply in lieu of the terms of this Agreement. To the extent the terms of the licenses applicable to Open Source Components prohibit any of the restrictions in this Agreement with respect to such Open Source Component, such restrictions will not apply to such Open Source Component. To the extent the terms of the licenses applicable to Open Source Components require Licensor to make an offer to provide source code of Open Source Component in connection with the Product, such offer is hereby made. YOU ACKNOWLEDGE THAT LICENSOR IS NOT THE AUTHOR, OWNER OR LICENSOR OF ANY OPEN SOURCE COMPONENT, AND THAT LICENSOR MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, AS TO THE QUALITY, CAPABILITIES, OPERATIONS, PERFORMANCE OR SUITABILITY OF ANY OPEN SOURCE COMPONENT.

17. 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 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

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 the 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, You shall promptly pay to Licensor 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.