Effective 01 January 2013
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 standard clickwrap and/or shrinkwrap 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 the Service Fee(s) for the Support Services to the Licensor with no setoffs or deductions whatsoever.

During the term of this Agreement, the prices for Support Services may increase or decrease by the higher of (i): five percent (5 %) for each twelve (12) month period; or (ii) the corresponding annual change in the Consumer Price Index (all items) for Urban Wage Earners and Clerical Workers as determined by the United States Bureau of Labor Statistics. However, the price increase cannot raise the support prices to exceed the corresponding prices of then current published pricelist.

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").

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

If Licensor pays any Taxes and/or Miscellaneous Costs, then such amount shall be added to the price of the Support Services and the 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

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.

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

If the Licensee fails to pay the Service 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) percent 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. 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. The Licensee shall purchase same level of Support Services for all the Products purchased at the same instant and for the same twelve (12) months Support Service term, unless otherwise agreed in writing.

However, if the Licensee already has a valid Support Services for the same Product, the Licensee shall purchase same level of Support Services as agreed in the current agreement for all the new licenses of the Product in question and for the remaining term of the existing Support Services. The Licensee shall not have more than one valid Support Services agreement per Product at a time and all the licenses for the same Product must be supported under the same Support Service level, unless otherwise agreed in writing.

Support Services shall become automatically prolonged for twelve months terms at a time if not terminated by ei-

ther Party in writing three (3) months before the end of the initial term or any subsequent prolongation 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 and reinstatement fee as set forth in this Section below.

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) pay reinstatement fee which shall be ten percent (10%) for every starting thirty (30) days period after the end of last paid Support Service term. Reinstatement fee is calculated from the normal annual Service Fee for the discontinued Support Services.

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.

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 a reasonably 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 create and at all times retain the relevant books and records of Product(s) and Support Services, in sufficient detail and in a reasonable format, that enables the verification of the amount of Products deployed and under valid support, and within thirty (30) days of Licensor's request send to Licensor a written statement detailing the number of Product(s) deployed and under valid support. For all purchased licenses that are not deployed, Licensee shall promptly provide Licensor with a written uninstall letter itemizing the number and product versions of non-deployed licenses.

Licensor shall have the right to inspect all such books and records, including system tool outputs, and other system information, sufficient to provide auditable verification of deployment of the Product(s), irrelative from the date that any Product(s) was first deployed by Licensee, by an independent auditor selected by Licensor. Upon reasonable notice, Licensor and its auditors may verify Licensee's compliance with licensing terms, including the deployment of the Products against the number of paid licenses, at all sites and for all environments in which Licensee deploys (for any purpose) the Product(s). Such verification will be conducted in a manner that minimizes disruption to Licensee's business, and may also be conducted on Licensee's premises, during normal business hours.

If any such auditor's report shows Licensee's deployment of Product(s) and Support Services to be inaccurate in excess of three percent (3%) of the paid licenses and support, Licensee shall reimburse accountants' fees for the audit to Licensor. In any case Licensee shall without further delays pay Licensor the a) unpaid license fees for any such excess use, based upon the list prices in effect at the time the audit is completed, b) support fees for such excess use for the lesser of the duration of such excess use or two years, and c) any additional charges and other liabilities determined as a result of such verification, unless otherwise agreed in writing.

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.

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

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 laws of the Finland, 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.

16 SETTLEMENT OF DISPUTES

All disputes arising out of or in connection with these Standard Service 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 Helsinki, Finland. All proceedings shall be conducted in the English language.

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.

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 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 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 as set below.

These Standard Service Terms and Conditions may be terminated by the non-defaulting Party with immediate effect by written notice to the other Party in any of the following events:

- If the other Party becomes insolvent, is adjudged bankrupt or becomes the subject of dissolution, liquidation or bankruptcy proceedings that are not dismissed within ninety (90) days after they are instituted whether voluntarily or involuntarily or if the other Party applies for judicial or extra-judicial settlement with its creditors, makes an assignment for the benefit of creditors, or otherwise discontinues business;
- If the other Party is in breach or default of the material terms or conditions of these Standard Service Terms and Conditions and shall fail to remedy such breach or default within sixty (30) days of receipt of a written notice from the other Party asserting the breach or default.

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.

All Purchase Orders shall be fulfilled strictly in accordance with these Standard Terms and Conditions. No other terms and conditions including, but not limited to the Licensee´s own standard terms and conditions, shall apply, even if they are not specifically rejected by Licensor. These Standard Terms and Conditions shall be regarded as accepted at the latest upon date of acceptance of the Purchase Order by Licensor.