

VASCO
STANDARD TERMS AND CONDITIONS

These terms and conditions ("VASCO Terms and Conditions") apply to all VASCO services and products and form integral part of all Contracts on hardware (hereinafter "Hardware"), VACMAN® or other software ("Software"), together with the relevant documentation (all collectively, the "Products"), and on services, including warranty, maintenance, support or other services (all collectively the "Services"), subject to any variations which may be agreed in writing between VASCO Data Security N.V. with its principal place of business located in Belgium, at Wemmel ("VASCO"), on the one hand and VASCO's customer ("Customer") on the other hand.

VASCO shall not be bound by any other provisions (of shipment, acknowledgement of Customer's order or otherwise) or by any printed provisions of Customer's purchase orders which are inconsistent with the provisions hereof, except as expressly agreed otherwise in a Contract.

1. Contracts. All VASCO offers and quotations are made without obligation and without prejudice to the rights of VASCO. Any contract shall only be considered binding when VASCO has notified to Customer VASCO's acceptance of a purchase order as received from Customer without any addition or any other modification to VASCO's Terms and Conditions, unless specifically confirmed in VASCO's acceptance ("Contract").

2. Specifications, substitutions and modifications. VASCO reserves the right to make substitutions and modifications in the specification of the Products and Services without notice to Customer if and to the extent such substitutions or modifications do not deteriorate the overall Product or Service performance.

3. Use of the Products and Services. Customer is responsible for the proper and authorized use of the Products and Services and shall (i) provide to its customers and/or authorized users sufficient instructions on the proper and authorized use of such Products and Services and (ii) require such customers and/or authorized users to use the Products and Services only as permitted and in no event in an unlawful manner.

4. Delivery. Products are delivered EXW VASCO shipping point (INCOTERMS 2000). All shipping charges from shipping point to Customer or its designee are to the account of Customer and, if paid by VASCO, shall be billed by VASCO to Customer as a separate invoice item. VASCO delivers Products in their standard packaging. Transfer of title and risk occur EXW VASCO shipping point.

5. Cancellation. If Customer cancels any Contract in whole or in part, except if such cancellation is pursuant to paragraph 7, Customer shall pay 100% of the relevant Product price if the estimated delivery date is less than 6 months from the date of cancellation, 75% if the estimated delivery date is less than 12 months from the date of cancellation and 50% if the estimated delivery date is more than 12 months from the date of cancellation.

6. Price and Payment. Customer shall pay the prices for Products and fees for Services as set forth in VASCO's then-current price list or as otherwise agreed in the Contract.

All prices are stated either in EUR or USD, exclusive of any customs duties, taxes, shipping, insurance and disposal fees, and all such applicable customs duties, service tax, excise duty, VAT, GST and other taxes as applicable at the relevant point in time and costs including transportation, insurance and disposal are borne by Customer. VASCO submits invoices upon delivery of Products. Services are invoiced in advance unless agreed otherwise. Customer shall pay all invoices within 30 days of invoice date according to VASCO's instructions. In the event Customer fails to pay any such amount due, VASCO may, without prejudice to any other rights or remedies, (i) cancel any Contracts and disregard any purchase orders and/or (ii) discontinue the Services VASCO provides whether in relation to any Products or not and/or (iii) request immediate payment or prepayment for any ordered Products and Services. For all unpaid amounts due, Customer shall pay VASCO an administrative fee of 10% on past due balances in addition to default interest at the lesser of one and a half percent (1.5%) per month and the highest rate allowed by law. Late payment as well as the insolvency of Customer accelerate the due date of all

outstanding payments for Products and Services and render the total amount immediately due and payable. Customer shall bear all costs incurred by VASCO as a result of late payment, including additional administrative and reminder costs, lawyer's fees and court costs.

7. Limited Warranty. Except as otherwise provided by applicable law, or as agreed with VASCO pursuant to a separate agreement, VASCO warrants for a period of 24 (twenty-four) months following receipt by Customer (the "Warranty Period"), that the Hardware is free from faults in manufacture and materials described in VASCO's Warranty Defect document as attached hereto ("Limited Warranty").

VASCO shall not be liable for defects in the Hardware notified by Customer after expiration of the Warranty Period. This Limited Warranty does not apply to Hardware for malfunctions attributable to extrinsic causes, such as (i) natural disasters including fire, smoke, water, earthquakes or lightning, (ii) electrical power fluctuations or failures, (iii) failure of Customer to comply with the conditions and storage instructions specified in the Warranty Defect document or other abuse, misuse, accident, alteration, neglect, (iv) repair, correction or modification not provided or authorized by VASCO or (v) the combination or use of the Hardware with software not provided by VASCO. VASCO does not warrant that the Hardware operates without interruption or without error.

If VASCO requires that defective Hardware be returned, VASCO provides Customer a RMA (Return Material Authorization) Number. VASCO examines the returned Hardware and provides to Customer notice of: (i) the quantity of Hardware covered by the Limited Warranty set forth in this paragraph and (ii) the quantity of Hardware that are not covered by this Limited Warranty and for what reason. For Hardware which is not covered by above Limited Warranty but can be reworked (new label, erasure of all data) VASCO will submit an offer to Customer for such reworking.

Any valid renewal or prolongation of the Warranty Period for Hardware shall have the same scope and duration, unless specifically agreed otherwise ("Extended Warranty"). The aggregate duration of the Limited Warranty may not be prolonged beyond 48 (forty-eight) months from date of receipt. Any renewal or prolongation of the Warranty Period for Software is explicitly excluded.

As to Software, VASCO warrants that the storage media on which the Program (as defined in paragraph 11 below) or the Software are located are free from defects in materials and workmanship for 90 days from the date of receipt by Customer. VASCO warrants that the Software (i) conforms to VASCO's published Product specifications in effect on the date of delivery and (ii) performs substantially as described in the accompanying documentation for a period of 90 days. Customer acknowledges that (i) the Software may not satisfy all of Customer's requirements and (ii) use of the Software may not be uninterrupted or error-free.

In case of a breach of the warranties set forth in this paragraph 7, VASCO shall, at its option, repair or replace the Products, where applicable in accordance with the Warranty Defect document. If VASCO determines that such repair or replacement within a reasonable time is not practicable, Customer may return the Products to VASCO in exchange for a refund of the price that Customer actually paid. Customer acknowledges that this paragraph 7 constitutes Customer's exclusive remedy and VASCO's exclusive liability for any breach of warranty related to the quality of the Products.

Except to the extent specifically prohibited by applicable law in Customer's jurisdiction, or as agreed pursuant to a separate agreement, all Services are made available and provided "as is" and "as available", without condition, endorsement, guarantee, representation or warranty of any kind by VASCO, and subject to VASCO's then-current applicable fees. All upgrades or new versions of the Software are offered as separately-priced items, unless otherwise agreed by VASCO in writing. VASCO assumes no responsibility for services made available through or provided by independent third parties except as and to the extent VASCO has otherwise expressly agreed or is required under applicable law.

EXCEPT AS EXPRESSLY SET FORTH IN THIS PARAGRAPH 7, ALL WARRANTIES, CONDITIONS, REPRESENTATIONS AND GUARANTEES WITH RESPECT TO THE PRODUCTS

AND SERVICES, WHETHER EXPRESS IMPLIED, ARISING BY LAW, CUSTOM, PRIOR ORAL OR WRITTEN STATEMENTS BY VASCO OR OTHERWISE (INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF CONDITION OR OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT) ARE HEREBY OVERRIDDEN, EXCLUDED AND DISCLAIMED TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAW.

8. Limitation of Liability. NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGES, WHETHER ARISING FROM NEGLIGENCE, BREACH OF CONTRACT OR OTHERWISE, WHETHER OR NOT THE PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NOTWITHSTANDING THE LIMITATION STATED ABOVE, NEITHER PARTY SHALL BE LIABLE, WITHOUT LIMITATION, FOR ANY LOSS OF BUSINESS OR PROFIT, REVENUE, DATA OR USE, WHETHER ARISING FROM NEGLIGENCE, BREACH OF CONTRACT OR OTHERWISE, REGARDLESS WHETHER THE LOSS IS DIRECT OR INDIRECT.

IN NO EVENT SHALL THE AGGREGATE LIABILITY OF VASCO EXCEED THE TOTAL AMOUNT ACTUALLY PAID OR PAYABLE BY CUSTOMER TO VASCO FOR THE SPECIFIC PRODUCT OR SERVICE THAT DIRECTLY CAUSED THE DAMAGE. THIS PARAGRAPH 8 DOES NOT APPLY IF AND TO THE EXTENT THAT CUSTOMER BREACHES THE CONFIDENTIALITY OR USE RESTRICTIONS SPECIFIED UNDER THESE TERMS AND CONDITIONS OR APPLICABLE LAW SPECIFICALLY REQUIRES LIABILITY DESPITE THE FOREGOING EXCLUSIONS AND LIMITATIONS.

9. Force Majeure. If VASCO is prevented or delayed in the performance of any of its obligations set forth in these VASCO Terms and Conditions by any event beyond its reasonable control (including, strikes, accidents, fires, explosions, earthquakes, the inability to procure materials from the usual sources of supply, or requisition or order of any governmental authority relating to the use or destination of the Hardware) and VASCO notifies Customer thereof specifying the matters constituting force majeure together with such evidence as it reasonably can give and specifying the period for which it is estimated that such prevention or delay will continue, VASCO shall be excused from the performance or punctual performance as the case may be for so long as such cause of prevention or delay continues.

10. Intellectual Property Indemnity. VASCO indemnifies and holds Customer harmless from and against any and all third party claims or proceedings against Customer which are based on allegations that the Hardware or the Software or the use thereof according to these VASCO Terms and Conditions and any user documentation infringes any intellectual property or proprietary right (jointly "IP rights") of a third party; but only if (i) Customer notifies VASCO promptly in writing of such claim, suit or proceeding, (ii) VASCO has sole control of the defense of any such action and any negotiation for its settlement or compromise, (iii) Customer does not make any admission of liability or take any other action that limits VASCO's ability to defend the claim and (iv) Customer gives VASCO proper and full information and assistance to settle and/or defend any such claim, suit or proceeding.

If Hardware or Software, or any part thereof, is or may be held to infringe third party's rights and its use is or may be enjoined, VASCO shall, at its option and expense: (i) procure for Customer the right to continue using the Hardware or the Software, (ii) replace or modify the Hardware or the Software so they are non-infringing or, if neither (i) nor (ii) is reasonably practicable, (iii) accept return of the applicable Hardware or Software and refund to Customer the amounts paid for such Hardware and/or Software less depreciation based on a 5-year straight-line depreciation schedule.

VASCO shall have no indemnity obligation to Customer under this paragraph 10 if the claim, suit or action results from: (i) VASCO's compliance with Customer's designs, specifications or instructions, (ii) modification of the Hardware or the Software by Customer or a third party or (iii) the combination, operation or use of the Hardware or the Software with products or items not furnished by VASCO, if the Hardware or the Software would not otherwise have infringed any such third party rights.

11. Software License, Maintenance and Support. VASCO grants Customer the right to use the Software ("License") for the term confirmed by VASCO. Any License is non-exclusive, non-transferable and limited to the use of the object code version of the computer program ("Program"), user manual, registration card and accompanying documents solely in conjunction with the Hardware (except where no Hardware has been delivered).

Customer may use the Program only on the number of servers and for the number of concurrent users set forth in an order specifically approved by VASCO and Customer may make only one copy of the Program for archive or back-up purposes.

Except to the extent permitted under applicable law, Customer may not use the Software or copy or reproduce, rent, lease or transfer the Software or translate, reverse engineer, decompile or disassemble the Program or modify it or any part of it into another program unless approved by VASCO in writing. Customer shall further not modify or delete any copyright, trademark, or proprietary rights notice on any medium containing the Program or documentation; or use a previous version or copy of the Program after having received an upgraded version as a replacement of the prior version. All copies of the prior version must be destroyed.

12. Confidential Information. Customer acknowledges that it may receive confidential information relating to VASCO, its activities, IP rights, processes, products, services, partners, suppliers and customers ("Confidential Information"). Customer shall treat Confidential Information with all reasonable care and take all reasonable precautions to protect its confidential nature. Customer may not use or disclose such Confidential Information without the prior written consent of VASCO. Confidential Information may only be made available to those persons or agents who require them for the performance of the Contracts and Customer shall make sure that these persons or agents are subject to substantially the same obligations as set out in this paragraph. Upon request from VASCO at any time, Customer shall return or destroy any Confidential Information in its possession.

Customer shall have no confidentiality obligation with respect to information that (i) was already known to or independently developed by Customer beforehand, (ii) was lawfully obtained from a third party without breach of any confidentiality obligation, (iii) became available to the public other than as a result of any act or omission by Customer or (iv) Customer is required by lawful court order or other government authority to disclose.

13. Data Protection. Customer represents and warrants that Customer may, under all applicable data protection and privacy regulations ("Data Regulations") and all applicable written or oral contracts, agreements, commitments, policies or other obligations or representations, transfer any and all personally identifiable information to VASCO as necessary or relevant in connection with the Contracts, including transfer of such data from the European Union to the United States and vice versa, without obtaining any further consent or approval (whether explicit, unambiguous, express or implied) from any individual, labor organization, government authority, or other third party, and without taking any other steps prior to such transfer. Customer shall indemnify and hold VASCO harmless from any damage or expense (including attorneys fees and costs) resulting from Customer's contravention or other violation of these provisions or any Data Regulations. VASCO uses any such personally identifiable information solely to perform its obligations under the Contracts.

14. Ownership. Customer acknowledges and agrees that VASCO, its affiliates and its licensors own and shall retain all right, title and interest in and to all IP rights related to the Products and Services including all patents, trademarks, service marks, inventions, copyrights, trade secrets and know-how relating to the design, manufacture, operation or service of the Products and Services, whether or not specifically recognized or perfected under the laws of Customer's jurisdiction. Customer shall not take any action that jeopardizes VASCO's IP rights or acquire any rights in such intellectual property or proprietary rights in the Products and Services except the limited use rights granted hereunder. Customer agrees and acknowledges that VASCO, its affiliates or its licensors shall own all rights in any copy, translation, localization, modification, adaptation or derivative of the Products and Services, including any improvement or development thereof. To the extent such rights may be inalienable, Customer agrees to waive and to cause its

employees or contractors to waive and agree not to exercise such rights and if such waiver and agreement are deemed invalid, to grant to VASCO, its affiliates or its licensors the exclusive, perpetual, irrevocable, worldwide and royalty free right to use, market, modify any such items without any obligation of attribution or consent. At VASCO's request, Customer shall obtain the execution of any instrument that may be appropriate to assign or license these rights to VASCO, its affiliates or its licensors or perfect these rights in VASCO's or its affiliates' or licensors' name.

Customer acknowledges that the trademarks VASCO, DIGIPASS, VACMAN and other trademarks are owned by VASCO, its affiliates or its licensors (the "VASCO Trademarks"). Nothing herein conveys to Customer any right, title or interest in the VASCO Trademarks, and Customer may not use the VASCO Trademarks without VASCO's prior written consent, which consent shall be granted in VASCO's sole discretion. Customer shall not alter or remove any VASCO Trademarks applied to the Products and Services. At no time shall Customer challenge or assist others to challenge the VASCO Trademarks or the registration thereof or attempt to register any trademarks, service marks or trade names confusingly similar to those of VASCO, its affiliates or its licensors. Any authorized use by Customer of the VASCO Trademarks shall inure to the benefit of VASCO.

15. Governing Law and Jurisdiction. All Contracts as well as these VASCO Terms and Conditions are governed by the laws of Belgium, excluding conflict of laws provisions and excluding the United Nations Convention on Contracts for the International Sale of Goods dated April 11, 1980.

In the event of a dispute arising out of or relating to any Contract, purchase order or these VASCO Terms and Conditions or the existence, validity, breach or termination thereof, that cannot be resolved by the parties between themselves, such dispute may be submitted to the exclusive jurisdiction of the Courts of Brussels, Belgium; provided however, that the right to invoke mandatory places of jurisdiction shall apply notwithstanding the aforesaid. VASCO may at its sole discretion, seek injunctive relief or file for collection of debt in the courts with appropriate jurisdiction as may be necessary and appropriate.

16. Compliance with Laws. Customer shall, at its expense, obtain and maintain all governmental authorizations, licenses, registrations and filings that may be required under the laws of its jurisdiction to purchase and receive the Products and Services. Customer shall comply with all laws, regulations and other legal requirements within its jurisdiction that apply to the Products and Services, including tax, foreign exchange legislation and data protection laws. Customer shall notify VASCO as soon as reasonably possible of any change in these laws, regulations or other legal requirements that may affect the importation of Hardware or Software or Customer's obligations in general.

The Products and Services and related technical information, documents and materials are subject to United States Export Administration Regulations and other applicable laws. Customer acknowledges the existence of such laws and limitations and agrees that Customer shall (i) comply strictly with the legal requirements established under these controls, (ii) cooperate with VASCO in any official or unofficial audit or inspection that relates to these controls and (iii) not export, re-export or otherwise transfer, directly or indirectly, the Products or any related technical information, documents or materials, or any direct product thereof to any destination, company or person restricted or prohibited by these export controls, unless Customer has obtained prior written authorization from VASCO and the applicable governmental organization.

17. Term and Termination. Contracts hereunder commence upon acceptance by VASCO or on the indicated effective date and continue for the period identified therein ("Initial Term"),

unless terminated earlier as set forth in these VASCO Terms and Conditions.

Following expiration of Initial Term, Service Contracts including maintenance, support or managed Services and Licenses limited in time automatically renew for successive periods equal to Initial Term ("Renewal Term"), unless either party provides written termination notice to the other at least ninety (90) days prior to the commencement of Renewal Term. The terms and conditions applicable to Renewal Term(s) are the same as the ones in effect for the immediately preceding period, provided however that a price increase of three percent (3%) per year applies to then-current prices for any subsequent Renewal Term.

Without prejudice to any of its other rights and obligations, either party may terminate any Contract, in whole or in part, including but not limited to current Licenses and/or Services by notifying the other party in writing, in the event (i) the other party is dissolved, is declared bankrupt, is granted suspension of payments, moratorium, has a receiver, administrator or manager appointed over the whole or part of its assets or business (ii) the business of the other party has been discontinued (iii) the other party materially breaches any obligation under the Contract including these VASCO Terms and Conditions and does not remedy such breach within 30 days from written notice of default or (iv) does not comply with payment obligations of paragraph 6.

18. Audit. VASCO shall be entitled, at its sole expense and provided reasonable notice is given to Customer, to perform an audit at Customer's headquarters or any other relevant premises of Customer to verify Customer's due performance and conformity with its obligations.

19. Miscellaneous. VASCO Terms and Conditions and any order confirmation sent by VASCO constitute the entire understanding between the parties with respect to the subject matter herein and supersede any prior proposal, representation or written agreement. Any alterations, additions, amendments, deletions, modifications or waivers of any of VASCO Terms and Conditions are binding only if the authorized representatives of both parties have agreed to them in writing.

Except as otherwise agreed with VASCO pursuant to a separate agreement, all notices or approvals required or permitted must be given in writing to VASCO at the location indicated at the beginning of these VASCO Terms and Conditions.

Any waiver or modification of these VASCO Terms and Conditions or Contracts hereunder will not be effective unless executed in writing and signed by VASCO. In addition to the foregoing, VASCO may, at its option, give Customer any notice under these VASCO Terms and Conditions electronically. Electronic notice to Customer shall be deemed to have been duly given when transmitted to an email address furnished by Customer to VASCO.

Customer may not assign or transfer its rights or duties in whole or in part to a third party without written consent of VASCO. VASCO may assign its rights and/or obligations hereunder, upon notice to Customer, to (i) a related party or (ii) an unrelated party pursuant to an assignment, transfer and conveyance of substantially all of its assets, a merger, consolidation or other corporate reorganization. Any assignment in violation of this paragraph 19 is void and of no force or effect.

If any provision of these VASCO Terms and Conditions is held by a court of competent jurisdiction to be unlawful, void, or for any reason unenforceable such holding shall in no way affect the validity or enforceability of the remaining provisions.

Warranty Defects

This Exhibit describes the defects in the Hardware that are covered by the Limited Warranty set forth in VASCO Standard Terms and Conditions and the available remedy, if any, in the case of such defects.

1. The Hardware is warranted on two aspects (see also below Table on Warranty & Epidemics Defects):

- Visual conformity
- Functional conformity

2. For each of these aspects, possible defects are classified in three categories (see also below Table on Warranty & Epidemics Defects):

- a. Type A defects: critical defects = defects that result in the impossibility to distribute or use the Hardware.
- b. Type B defects: major defects = defects that seriously affect the possibility to distribute or use the Hardware.
- c. Type C defects: minor defects = defects that to a minor extent affect the possibility to distribute or use the Hardware.

Table Warranty and Epidemics Defects:

CLASSIFICATION	TYPE A DEFECTS		TYPE B DEFECTS		TYPE C DEFECTS	
	Warranty		Warranty		Warranty	
VISUAL CONFORMITY(*):						
Presence logo, if applicable	Repair or Replace	X				
Presence barcode label, if applicable	Repair or Replace	X				
Correct housing color: - Major discrepancies - Minor discrepancies			Repair or Replace	X	No Replacement	X
Correct keypad color: - Major discrepancies - Minor discrepancies			Repair or Replace	X	No Replacement	X
Quality of Logo: - Major discrepancies - Minor discrepancies			Repair or Replace	X	No Replacement	X
FUNCTIONAL CONFORMITY:						
Buttons blocked	Repair or Replace	X				
LCD defective	Repair or Replace	X				
Enclosure degradation	Repair or Replace	X				
Battery problem**	Repair or Replace	X				
Initialization failures	Repair or Replace	X				
Functional failures	Repair or Replace	X				

(*) Notification no later than 4 months upon physical delivery.

(**) Only valid for non-replaceable Battery.

3. **Scope of Hardware warranty:**

The warranty does not apply to Hardware which has been subjected to errors in programming by Customer, storage outside conditions specified by VASCO, abuse, misuse, accident, alteration, neglect, unauthorized repair or installation.

Additional specific aXs GUARD requirements and conditions:

- Stabilized 110 V – 240 V, no spikes or power drops (install UPS if appropriate);
- aXs GUARD needs to be placed horizontal on a stable place and may not be moved while operating.
- Move the appliance with care and do not drop or toss the appliance.
- It is forbidden to open or tamper with the appliance.

4. **Acceptable Hardware Storage Conditions:**

Short-term / transport storage conditions:

-10 °C to + 45 °C with 90% Relative Humidity in non-condensing conditions

Long-term storage conditions

+10 °C to + 30 °C with 85% Relative Humidity in non-condensing conditions

Additional specific aXs GUARD Storage Conditions:

- Operating Temperature Range: 10 - 35°C (50° - 95°F)
- Non-Operating Temperature Range: -40 - 70°C (-40° - 158°F)
- Humidity Range: 8 - 90% non-condensing
- Non-Operating Humidity Range: 5 - 95% non-condensing