

General Product License Conditions Riscure

1 Scope of the Agreement

These General License Conditions shall apply to any agreement and all other legal relationships connected with the delivery of Product(s) (as defined below) and/or services regarding Inspector (as defined below) and/or other software. The quotation, these General License Conditions and the Service Contract Conditions, if applicable, constitute the agreement between parties (hereafter: "the Agreement"). The Agreement shall be concluded between customer (hereafter: "Licensee") and Riscure B.V. (hereafter: "Riscure"). Any terms and conditions proposed or stipulated by Licensee shall not apply - not even in addition to these General License Conditions - and any applicability is expressly excluded and rejected unless otherwise expressly agreed in writing.

2 Payment terms

The prices in the Agreement to which these General License Conditions apply exclude VAT or any other local taxes that may apply. The Licensee is responsible for importing the Products (as defined below) into its country and for paying any applicable import taxes. The payment schedule is specified in the Agreement.

3 Acceptance

The products, which includes both Software (as defined below), third party software and hardware (hereafter: "Products") must be accepted within three weeks after delivery or Riscure must receive feedback from Licensee in writing, including a detailed description of the revisions that are desired before acceptance. Licensee shall not withhold acceptance in the case of a defect that is so minor that it does not impede the intended use of the Products. The acceptance of Products is deemed to have taken place when Licensee has started using the Products.

4 Ethical use & compliance with laws

The Inspector Side Channel Test Platform ("Inspector") is designed to test if a product meets the security requirements of a manufacturer or issuer of the product. Further, it is designed to support research in the field of side-channel analysis countermeasures. It is not permitted to use Inspector for any illegal purposes. This includes, but is not limited to, breaking the security of a product with the aim to financially exploit the vulnerabilities that are detected.

5 Warranty

The software developed by Riscure that is included in Inspector and any other software delivered by Riscure excluding third party software (hereafter: "Software") will perform materially according to the specifications set out in the Agreement. The hardware shall be free from material defects for a period of one (1) year from the original date of purchase. If the Software is determined to be materially defective during this warranty period, your remedy is limited to the repair or replacement of this product. The warranty for Software is limited to the functionality of the Software. Licensee's warranty rights with respect to third-party products or - software shall be limited to those rights that such third party makes available and that it allows Riscure to pass through to Licensee, if any.

6 Service contract

A service contract entitles the Licensee to new software releases of the Software. The applicable Service Contract Conditions concluded between parties are an integrated part of the Agreement. Riscure closely monitors new test methods in the academic field and continually develops new test techniques. This results in new releases which are shared with the Licensee under a service contract. The Licensee is further entitled to technical support for the Software. The term of a service contract is one year. Licensee or Riscure is entitled not to renew the service contract at the start of a new term.

7 Confidentiality

For the purposes of the General License Conditions, "Confidential Information" means all information disclosed by a party ("the Disclosing Party") to the other party ("the Receiving Party"), whether orally or in writing, that is designated as confidential or can reasonably be assumed to be confidential given the nature and character of the information and the circumstances of the disclosure. The source code of the modules that are included in the Software is deemed to be confidential. The Licensee agrees to hold information on methods, code and other knowledge that already exist in Inspector or the Software in strict confidence and shall use the information only for the purpose of the Agreement. Both parties will take all reasonable measures to ensure safe preservation or storage with respect to the Confidential Information in whatever form, or on whatever kind of data medium. The Receiving Party hereby acknowledges that, due to the unique nature

of the Disclosing Party's Confidential Information, any breach of its obligations hereunder would result in serious damage being sustained by the Disclosing Party.

The confidentiality clause does not apply to information which:

- At the date of disclosure to the Receiving Party or thereafter can be shown by the Receiving Party to be already generally available to the public and/or which comes into the public domain other than through an action or inaction by the Receiving Party (or any employee, agent, consultant or affiliate) in breach of the Agreement.
- Was lawfully in the Receiving Party's possession or known by the Receiving Party prior to receipt from Disclosing Party.
- Was lawfully disclosed to the Receiving Party by a third party who was in lawful possession of such information and who was not under any confidentiality obligations.
- Was invented or developed by the Receiving Party.
- Is information output originating from the use of Inspector or the Software.

8 Intellectual property

8.1 The intellectual property rights on the Software are owned by Riscure.

8.2 Subject to the Agreement, Riscure may grant Licensee the following license to use the Software:

- upon payment in full, Riscure grants Licensee a non-exclusive, perpetual, fully paid-up license to use, reproduce and modify (if applicable) the Software in the form delivered to client. The perpetual license to the Software that is left to Licensee at the conclusion of the Agreement is conditioned upon client's compliance with the terms of the Agreement. Licensee receives a non-exclusive, perpetual, fully paid-up license to use, reproduce and modify the source code of the analysis modules within the Software.
- upon payment of the periodic license fee, that is specified in the quotation, Riscure grants Licensee a non-exclusive, temporary, subscription license to use, reproduce and modify (if applicable) the Software in the form delivered to Licensee. Licensee receives a non-exclusive, temporary subscription license to use, reproduce and modify the source code of the analysis modules within the Software. At the expiration of the

subscription term, the license to use the Software lapses and Licensee will permanently remove and delete all copies of the Software or return these to Riscure.

- 8.3 Riscure shall indemnify Licensee against any action at law based on the allegation that the Software infringe(s) any intellectual property right, provided that Licensee shall notify Riscure promptly in writing of the claim and give Riscure sole control over its defence or settlement. The Licensee agrees to provide Riscure with reasonable assistance in defending the claim, and Riscure will reimburse Licensee for reasonable out of pocket expenses that it incurs in providing that assistance. This obligation to indemnify shall cease to exist if and insofar as the infringement concerned relates to (i) any modifications which Licensee has made in the Products, equipment or materials or caused to be made therein by third parties, (ii) non-Riscure software; (iii) Licensee's combination of the Software with (or damages based on the value of) a non-Riscure product, data, or business process; (iv) the use or redistribution of the Software in violation of this Agreement; (v) Licensee's continued use of the Software after being notified to stop due to a third party claim; or (vi) Products or fixes provided free of charge.

9 Use restricted to Licensee

The license cannot be carried over to a third party. The Software shall only be used by the Licensee's employees. Any renting, leasing, lending, hosting or reproducing of the Software is prohibited.

10 Access controls in environment

An Inspector workstation must be located in a room or office building to which access is limited to authorised personnel. Further, access to the workstation shall be limited to authorised technical personnel only. The Licensee is responsible for putting in place adequate security controls to prevent the Software from being accessed via a network connection by an unauthorised individual.

11 Export

Licensee agrees and warrants that it will comply with all applicable national and international (re-)export control laws and regulations, such as but not limited to the Wassenaar Arrangement and end-user, end use and destination restrictions by U.S. and other governments related to Riscure Products, services, and technologies.

12 Termination

Parties shall, in any event, be entitled to immediately rescind the agreement in the event that:

- The other party is in material breach of its contractual obligations and has not remedied such breach within thirty (30) days after receipt of a written notice of default from the other party.
- The other party is declared bankrupt, is granted a suspension of payments or begins negotiations for a composition with its creditors or is otherwise insolvent.

Termination of the agreement is solely possible as specified in the agreement.

13 Liability

Riscure delivers Inspector and/or the Software to the best of its abilities and is not responsible for any consequences of misuse of the tool and any mistakes in the platform. Inspector and/or the Software is not intended to generate evidence on the basis of results of automated tests. The Licensee is responsible for the correct interpretation of reports.

The limitations contained in the Agreement will not apply with respect to (i) Riscure's obligations under the Agreement to defend third party claims of intellectual property infringement, and to pay damages resulting from any final adjudication (or settlement to which Riscure consents) of such claims, or (ii) Riscure's liability for damages resulted from gross negligence or wilful misconduct of Riscure's senior management or (iii) for damages caused in violation of mandatory applicable law or where liability cannot be excluded or limited under applicable mandatory laws

14 Applicable law

The Agreement and any dispute connected thereto shall be governed by the laws of the Netherlands, without effect to its conflict of laws rules. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

15 Resolving conflicts

Any dispute arising from the Agreement shall be submitted to the jurisdiction of the competent court of the country of the defendant. This choice of jurisdiction does not prevent either party from seeking injunctive relief with respect to a violation of intellectual property rights or confidentiality obligations in any appropriate jurisdiction.

16 Severability

In the event any provision clause, sentence, phrase, or word in these General License Conditions, or the application thereof in any circumstances, is held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remainder hereof, or of the application of any such provision in any other circumstances. Any such provision held invalid, unlawful or unenforceable, shall be substituted by a provision of similar import reflecting the original intent of the provision to the extent permissible under applicable law.

17 Entire agreement

The Agreement constitutes the entire agreement of the parties with respect to the use of the Products. The Agreement may be modified only by means of a duly executed written amendment signed by the authorized representatives of both parties.

Licensee declares to have read the General License Conditions and accepts the conditions that are presented to him/her in this Agreement.

Name: _____

Signature: _____

Place and Country: _____

Date: _____

Please return the signed document by courier, ordinary post, email or fax to Riscure.

