

TERMS OF USE ADEO HIGH-PERFORMANCE VPN-SERVER

These terms and conditions shall apply to all offers and Agreements under which ADEO Imaging ("ADEO Imaging") supplies Software (as defined below) to the Customer sold through the Amazon Web Services Marketplace ("AWS Marketplace").

No deviations from these License Conditions shall be valid unless expressly agreed in writing. In no event shall any other terms or conditions set forth on a purchase order submitted by Customer be binding on ADEO Imaging.

Definitions

Unless the context or circumstances clearly indicate otherwise, the following words and phrases shall have the meanings specified below:

Agreement: This agreement, including appendices, entered into between the parties regarding the terms of use of the Software.

Software means the AWS Marketplace Edition of ADEO HIGH-PERFORMANCE VPN-SERVER.

The Software is delivered to Customer via a virtual server stack deployed in the AWS Marketplace cloud services and includes the software programs necessary to use the Software and its functions.

1. License

a) License Grant

Subject to ADEO Imaging's terms of use ADEO Imaging grants to Customer a non-exclusive, non-transferable, time limited right to use the Software in the object code form for internal purposes delivered as a service from the AWS Marketplace cloud services. The Software may not be deployed or used as a part of a service provided to third parties or otherwise in service bureau use. The Software is provided to Customer as a service via the AWS Marketplace only and is at all times subject to timely and full payments of the relevant fees to AWS. AWS is empowered to receive payments for the usage rights of the Software. In the event that Customer does not make payments in time, the license to the Software will cease.

b) Restrictions

Customer agrees that Customer shall not: (a) modify, reverse engineer or decompile, disassemble or otherwise translate the Software or alter or make derivative works thereof, unless permitted according to mandatory law; (b) sublicense, assign or otherwise transfer its rights under this Article 1; or (c) use the Software outside of the AWS Marketplace cloud service.

2. The Software

The Software shall be the standard ADEO HIGH-PERFORMANCE VPN-SERVER AWS Marketplace Edition. ADEO Imaging shall have no obligation to create special or customized versions of any such product, or to ensure that the Software operate with Customer's equipment, software, or systems. ADEO Imaging reserves the right, without prior approval from or notice to Customer, to make changes to the Software from time to time that: (i) meet published specifications; (ii) do not materially adversely affect the performance of the Software; or when so required for purposes of security. ADEO Imaging also reserves the right to make changes to any of its other products without any obligation to make the same changes to Software previously ordered by or sold to Customer.

3. Fees and Payment Terms

a) Fees

The fees for the Software service delivered to the Customer are either variable according to usage ("Variable Pricing") or fixed for a certain term ("Fixed Pricing"). The fees are charged as set out on the AWS Marketplace and will be charged by the AWS Marketplace. Customer shall be responsible for any taxes (including income, stamp and turnover or value added taxes, withholding taxes), duties, fees, charges or assessments of any nature appropriately levied by any governmental authority against the Software used by the Customer in connection with the sale or use of the Software.

b) Payment terms

All fees for the usage of the Software will be charged by the AWS Marketplace by way of the available means of payment published from time to time by the

AWS Marketplace. Customer shall make all payments due to the AWS Marketplace WITHOUT ANY OFFSET OR DEDUCTION WHATSOEVER. Any invoiced amount which is not paid when due shall bear a late fee at the rates published by the AWS Marketplace from time to time. If Customer fails to pay fees as and when they fall due, then ADEO Imaging reserves the right after a written notice to the Customer to suspend the provision of the Software via the AWS Marketplace and/or provision of additional services until Customer has paid its due fees in full.

4. Delivery

ADEO Imaging will deliver the Software in a virtual server set up on the AWS Marketplace.

5. Support and Maintenance

a) The Software is provided with Support. Support is provided by ADEO Imaging with e-mail on 24/7 basis. Support requests are answered as quickly as possible and no longer than within 24 hours.

b) Updates (including upgrades, changes or general feature updates) are provided by setting up a new virtual instance of the Software. For Customers using Variable Pricing, this will not affect current fees (except for possible start-up costs charged by AWS Marketplace).

6. Intellectual Property Rights

a) Rights

All rights, title, ownership and interest in and to Software and derivative works thereof but not limited to, all intellectual property rights therein, are and shall remain the property of ADEO Imaging and/or its licensors except the rights expressly contained herein. The same shall apply to any updates to the Software. ADEO HIGH-PERFORMANCE VPN-SERVER contains third-party software distributed under its own licenses (GNU, Apache etc.).

b) Trademarks

Customer shall not alter or remove from the Software (or documentation), or alter, any of ADEO Imaging's or its suppliers' trademarks, trade names, logos,

patent or copyright notices, or other notices or markings, or add any other notices or markings to the Software (or documentation).

7. Software - "As Is"

a) The Software is provided "as-is" without any warranties, implied or expressed, of any kind.

b) ADEO Imaging makes no particular warranty with regards to availability and uptime. Customer acknowledges and accepts that there may be disruptions of service or periods of unavailability which will be outside of the control of ADEO Imaging and totally dependable on the uptime and availability of the AWS Marketplace.

c) ADEO Imaging makes no warranty regarding the Software, expressed or implied, including but not limited to any implied warranties of merchantability and fitness for particular purpose. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW IN NO CASE WILL ADEO Imaging BE OBLIGED TO COMPENSATE THE CUSTOMER FOR DAMAGE, BE IT DIRECT OR INDIRECT, CAUSED BY MALFUNCTIONS OF THE SOFTWARE OR THE CUSTOMER'S USE OF IT, NOR IS ADEO Imaging RESPONSIBLE FOR DAMAGE WHICH MAY OCCUR AS A CONSEQUENCE OF THE CUSTOMER'S USE OF THE SOFTWARE SUCH AS LOSS OF DATA, SALES, PRODUCTION OR PROFITS OR ANY DAMAGE TO A THIRD PARTY.

8. Infringement

a) ADEO Imaging undertakes to defend, at its own expense, the Customer against any claim, suit or proceeding brought against any of them based on the allegation that the use of any Software within EU or United States furnished by ADEO Imaging under the Agreement constitutes an infringement of any intellectual property rights or applications thereof or an unauthorized use of know-how, trade secrets or other proprietary rights. ADEO Imaging shall furthermore indemnify the Customer against any costs or damages that the Customer may become liable to pay as a result of a judgment or settlement. The obligation of ADEO Imaging only applies if the Customer has notified ADEO

Imaging without undue delay in writing of such claim, suit or proceeding and ADEO Imaging given authority, information, and assistance to settle the claim or control the defense of any suit or proceeding.

b) In the event that the Software or any part thereof is in such suit held to constitute an infringement and/or its further use is enjoined within EU or United States, ADEO Imaging shall promptly, at its own expense and at its option, and to the extent it is commercially reasonable either: (a) replace the infringing Software with non-infringing software programs and documentation of equivalent function and performance; or (b) modify the Software so that they become non-infringing without detracting from function or performance. If it is not commercially reasonable for ADEO Imaging to fulfil its obligations pursuant to the above within a reasonable time, the Customer shall be entitled to a reduction of the price corresponding to the reduced value of the Software resulting from the infringement but not for longer period than five years from its delivery date.

c) ADEO Imaging's liability for infringements of the Software does not cover any third party software or infringements caused by Customer. ADEO Imaging's entire liability for infringements is limited to what is set forth in this section 7.

9. Limitations of Liability and Exclusions of Damages

a) Notwithstanding anything herein to the contrary, ADEO Imaging shall not be liable to Customer, or to any third party claiming through Customer, for the failure of performance of any obligation of ADEO Imaging except as specifically set forth herein, or otherwise agreed to in writing.

b) ADEO Imaging's AGGREGATE LIABILITY ARISING OUT OF THE SALE/LICENSE OF A SOFTWARE TO CUSTOMER, REGARDLESS OF THE FORM OF ACTION GIVING RISE TO SUCH LIABILITY (WHETHER IN CONTRACT, TORT OR OTHERWISE, INCLUDING NEGLIGENCE), SHALL NOT EXCEED 50 % OF THE PRICE FOR THAT SOFTWARE PAID BY AWS MARKETPLACE TO ADEO IMAGING.

c) IN NO EVENT SHALL ADEO Imaging BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR TORT DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY DAMAGES RESULTING FROM LOSS OF USE, LOSS OF DATA, LOSS OF PROFITS, LOSS OF ANTICIPATED PROFITS, OR LOSS OF BUSINESS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE PERFORMANCE OF THE SOFTWARE OR OF ANY OTHER OBLIGATIONS RELATING TO THIS AGREEMENT OR THE SOFTWARE.

d) Any failures to perform any obligation under this Agreement or any applicable purchase order except payment of monies due, shall be excused if such failure is caused by acts of God, acts of public authorities, wars or war measures, fires, casualties, labor difficulties or strikes, shortages of material or fuel, failure or delays of suppliers or carriers, shortages of transportation, problem with any network (including telecommunications) other than that under ADEO Imaging's control, denial of service attack, or any causes beyond the failing party's control. ADEO Imaging shall not be liable for any claims of third parties relating to the Software.

e) The limitations of liability contained herein are a fundamental part of the bargain, and Customer acknowledges that ADEO Imaging would not sell Software absent these limitations.

10. Applicable Law, Disputes

a) This Agreement shall be governed by and construed in accordance with the laws of Estonia, without regard to its conflict of law principles.

b) Disputes arising out of or relating to the Agreement shall be finally settled by arbitration in accordance with the Rules of the Arbitration Institute of the Stockholm Chamber of Commerce applicable at the time arbitration is called for. The arbitration proceedings shall be held in Stockholm, Sweden.

11. General Provisions The Agreement shall be binding upon, and inure to the

benefit of, ADEO Imaging and Customer and their respective legal representatives, successors and permitted assignees. The parties shall not assign, sublicense or otherwise transfer any of its duties, hereunder, in whole or in part, without the prior written consent of the other Party.