



AETPT Portugal Unipessoal, Lda.

Terms & Conditions



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General Terms and Conditions of AETPT Portugal Unipessoal, Lda.

These Terms and Conditions consist of a General Section (articles 1 - 15), a section that applies to the provisioning of Products (article 16 - 18), a section that applies to the provisioning of Software (19 - 21) and a section that applies to the provision of Services (article 22 - 24).

General Section

1. Definitions

<i>AET:</i>	AETPT Portugal Unipessoal, Lda., a company duly incorporated in accordance with Portuguese law, located at Av. D. Manuel II, 2070, 6º Sala 63, 4470-334 Maia, Portugal
<i>Agreement:</i>	the agreement with respect to Software, Product or Services between AET and Customer, including these Terms and Conditions;
<i>Customer:</i>	the party, acting in the course of a business or profession, to whom the offer of AET is submitted, or with whom AET has entered into an Agreement or on behalf of whom the juristic act based upon which the Products, Software or Services will be delivered is or will be executed;
<i>Defect(s):</i>	if the Products or the Software do not meet the functional specifications laid down in the Agreement;
<i>Maintenance release:</i>	A periodic release of the Software or subset of the Software by AET at its sole discretion, which incorporates problem resolutions. A Maintenance Release will usually not contain functional enhancements;
<i>Products:</i>	the products which are subject to any offer, proposal, Agreement or any other contract or juristic act between AET and Customer, including but not limited to all technical documentation;
<i>Services:</i>	all activities which are subject to any offer, proposal, agreement or any other contract or juristic act between AET and the Customer, including but not limited to maintenance & support services and consultancy services.
<i>Software:</i>	the software of AET (in object code) including all Maintenance releases and Upgrades and any technical documentation.
<i>Terms and Conditions:</i>	these general terms and conditions, irrespective of the form in which these general terms and conditions are presented to the Customer;
<i>Update:</i>	A release of the Software by AET at its sole discretion, which may contain substantial new features or functional changes to the Software



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2. General

- 2.1. These Terms and Conditions apply to and form part of all offers, proposals, agreements and other juristic acts, either made orally, in writing, electronic or in any other form, with respect to the provision of Services, Products and/or Software. The Terms and Conditions shall also apply to all future transactions between the parties to the contract without requiring any reference thereto again. The purchasing or other terms and conditions of Customer are expressly rejected by AET and are not applicable.
- 2.2. Deviations from the Terms and Conditions shall only apply if and to the extent that they have been explicitly agreed upon in writing between parties
- 2.3. In the event of a conflict between provisions in the documents that form part of the Agreement, the following preference rule will apply:
 - a. the Agreement;
 - b. these Terms and Conditions;
 - c. any other documents that form part of the Agreement.
- 2.4. If any provision of these Terms and Conditions is null and void or annulled, the other provisions of these Terms and Conditions shall remain in full force. Parties shall negotiate a new provision that shall approximate the contents and the scope of the original provision as closely as possible.

3. Offers and Agreement

- 3.1. Offers, quotations and prices shall not be binding on AET, shall be without any obligation and shall be valid only as an invitation to Customer to place an order, unless explicitly otherwise stated in writing.
- 3.2. An Agreement shall be entered into only and to the extent AET has accepted an order from Customer in writing or if AET starts executing the order.
- 3.3. Customer warrants the accuracy and completeness of the measurements, requirements, performance specifications and other data on which AET bases its offer and which have been stated by or on behalf of the Customer to AET.



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4. Prices

- 4.1 All prices and fees mentioned by AET are in Euros, are excluding value-added tax (VAT) and any other taxes or government levies and, if relevant, costs for transport, insurance, storage, delivery, travel and/or lodging unless explicitly otherwise agreed upon in writing.
- 4.2 AET is at any time authorized to adjust its prices and fees. Unless agreed upon in the Agreement that prices and fees are valid for a fixed period, all announced adjustments will enter into force 1 (one) month after the announcement thereof. If the Customer does not agree upon any announced adjustment in the prices and fees, it may terminate the Agreement in writing within 14 (fourteen) days after such announcement. The termination will have effect from the date the adjustment of the prices and fees enters into force.
- 4.4 Notwithstanding article 4.2, AET is entitled to increase the prices and fees referred to in 4.1 in line with the INE inflation index ('Índice de Preços no Consumidor') once a year.
- 4.5 If parties decide to adjust and/or deviate from the original agreement the costs deriving from such variations will be invoiced to the Customers against the prices and fees of AET that apply at such moment.

5. Payment

- 5.1 All invoices will be paid by Customer in accordance with the conditions of payment stated on the invoice. In absence of specific conditions, Customer will pay within 30 (thirty) days from the invoice date.
- 5.2 Payment will be made in advance, unless otherwise agreed upon in writing, and without any set-off or suspension on any account whatsoever except where it has been decided, by arbitration award or judgement of a Court, that Customer has a counter-claim capable of being set off or a ground for suspension.
- 5.3 If AET should at any time have reasonable grounds to doubt Customer's credit-worthiness, it shall be entitled, before performing further, to require Customer to provide proper security.
- 5.4 If Customer fails to pay an invoice within the term of payment, Customer will automatically be in default, without a warning or notice of default being required. From such moment until the day of full payment, interest shall accrue on the outstanding amount against a rate of Euribor (6 months) plus 5%. All banking charges relating to payment are for the account of Customer.



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- 5.5 If Customer continues to be in default in its obligation to pay the outstanding invoice with accrued interest, AET can place the matter in the hands of a lawyer or debt-collector agency. All costs incurred by AET in respect of such collection, both in law (judicial costs) as well as out of law (extra judicial costs) will be borne by Customer. The extra judicial costs will be fixed at 15% of the outstanding invoice, with a minimum of 250 (two hundred and fifty) Euros.

6. Delivery and retention of title

- 6.1 All terms of delivery of Products and/or Services only serve as guidelines. AET will use its best effort to observe the agreed delivery and other periods, however these (delivery) periods are never fatal, unless explicitly stated otherwise.
- 6.2 All Products and Software will be delivered at the warehouse of AET and “Free Carrier”(Incoterms 2010), unless agreed otherwise in writing. Any risk of loss or damage of Products which are subject to the agreement between AET and Customer will transfer to the Customer from the moment such Products will come into the possession of the carrier appointed by Customer.
- 6.3 Immediately after the delivery Customer verify the Products, Software and Services for possible Defects or other shortcomings.
- 6.4 All Products, Software and results of Services delivered to the Customer shall remain AET’s property until all amounts owed by the Customer for these Products, Software and Services delivered or to be delivered or work performed or to be performed under the Agreement, as well as all other amounts which the Customer owes due to a breach of its payment obligation, have been paid fully to AET. If the Customer creates a new object wholly or partly from the Products, Software and/or results of Services delivered by AET, the Customer shall create that object solely for AET and the Customer shall hold the newly created object for AET until the Customer has paid all amounts owed under the Agreement; in that event, AET shall possess all rights as the owner of the newly created object until the time the Customer makes full payment.
- 6.5 Insofar it has been explicitly agreed upon in writing that any rights will be granted or transferred, such rights will at all times be granted or transferred under the suspense condition that the payments concerned is timely and fully made.



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7. Restrictions of Customer

- 7.1 Customer is entitled to use the Products and Software for internal purposes only. Customer may not transfer, sublicense, rent, create derivative works based on the Software, incorporate or let others incorporate the Software or the Products, in part or in whole, into another hardware, program or otherwise exploit the Software or the Products other than for its internal business purposes. Without the explicit written consent from AET, Customer may not transfer or assign the license or its rights and obligations under the Agreement in whole or in part, to another person or party.
- 7.2 The Customer is prohibited from removing or modifying in any manner and for whatever purpose, any notices with regard to copyright, brand names, trademarks or any other intellectual or industrial property rights from the Software or the Products, including notices pertaining to the private nature in the confidentiality of the Software and/or the Products.
- 7.3 AET reserves the right, without prejudice to any other provisions of the Agreement and/or this General Conditions, to issue reasonable instructions concerning the use of the Products or Software as may be necessary in the interests of the safety, quality, security or for any other valid reason that AET reasonably deems appropriate.
- 7.4 Customer may not decompile, reverse engineer, disassemble, translate or adapt the Software or the Product nor may it attempt to create the source code from the object code of the Software unless explicitly permitted by applicable and mandatory law. In the event applicable and mandatory law allows the above mentioned acts Customer will, upon request, provide AET with reasonably detailed information regarding any of the above-mentioned acts.
- 7.5 Customer may not decrypt the Software unless that is a necessary part of the operation of the Software and is authorized by AET in writing.
- 7.6 The Customer shall use the Software or the Products in accordance with the applicable laws and regulations. It will not use the Software or the Products for any unlawful activities and it will not infringe any rights of any third parties.

8. Cooperation of the Customer

- 8.1 The Customer shall always furnish AET in a timely manner with all data, information, hardware, facilities materials and cooperation that are useful and necessary to execute the Agreement properly and provide full cooperation. If the Customer utilizes its own employees in cooperating in the execution of the Agreement, these employees shall possess the necessary know-how, experience, training and abilities.
- 8.2 Customer represents and warrants to AET that the hardware, including servers, software, connections or other facilities used in connection with the Software, Products or the



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Services meet all required technical specifications to enable the correct functioning of the Software, Products and/or Services. Customer shall bear the risk of selecting, using and applying in its organization the hardware, software, (internet) connections and other facilities necessary for the proper use of the Products, Software and Service and shall also be responsible for the monitoring and security procedures and proper system management. AET shall never be liable for damage or expenses due to (transmission) errors, malfunctions or the non-availability of these facilities, unless the Customer proves that this damage or these expenses resulted from intentional acts or omissions or gross negligence on the part of AET or its managers

- 8.3 If the Customer does not provide AET with the data, equipment, software or other cooperation necessary to execute the Agreement, or does not provide this in a timely manner or in accordance with the agreements made, or if the Customer otherwise does not fulfill its obligations, AET shall be entitled to suspend execution of the Agreement in whole or in part, and it shall be entitled to charge the ensuing expenses in accordance with its usual rates, all of this without prejudice to AET's right to exercise any other legal right.
- 8.4 In the event that employees of AET perform work on the premises of Customer, Customer shall provide appropriate working conditions, access to all necessary facilities including but not limited to computer and telecommunication facilities and qualified personnel as may be reasonably requested by AET. All facilities shall comply with all applicable statutory and other requirements and provisions concerning working conditions. The Customer shall indemnify AET against claims by third parties, including the AET's employees, who, in executing the Agreement, suffer injury which is the result of acts or omissions by the Customer or of unsafe situations in its organization.
- 8.5 Customer represents and warrants that it is authorized to enter into the Agreement and complies with its terms. Furthermore, Customer represents and warrants that it will at any and all times meet with its obligations hereunder, as well as any and all laws, regulations and policies that may apply to the use of the Software, Products and Services. Customer agrees to indemnify, defend and hold AET, its affiliates and its staff harmless from and against any and all liability and costs, including reasonable attorneys' fees incurred by said parties, in connection with or arising out of its (a) violation or breach of any term of the Agreement or these Terms and Conditions or any applicable law, regulation, policy or guideline, whether or not referenced herein, or (b) violation of any rights of any third party, or (c) use or misuse of the Software, Products or Services, or (d) the content spread by means of the Software or the Products.
- 8.6 If any of the data provided by the Customer must be considered to be personal data, the Customer guarantees that with regard to such personal data, all applicable regulations for the protection of privacy have been observed and that AET is entitled to process such personal data. The Customer indemnifies AET against any third parties' claims in this respect. AET will ensure that it on its own side will also strictly observe all applicable privacy regulations.



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9. Intellectual Property Rights

- 9.1 All intellectual property rights with regard to the Products, Software and/or Services, including all Documentation, (technical) information and any other materials developed by AET and/or provided to Customer under the Agreement as well as preparatory materials in that regard shall exclusively belong to AET or its licensors. The Software is exclusively provided to Customer in object code and Customer shall only acquire the rights of use expressly granted in the Agreement, these Terms and Conditions and, if relevant, by law. Any other or more extensive right of the Customer is excluded.
- 9.2 Customer will not be entitled to use the trademarks, brand names, logos, trade names, designs or know-how, or any other distinctive sign of AET, without its prior written consent.
- 9.3 AET shall be allowed to take technical measures to protect the Software or the Products or with a view to agreed restrictions in the duration of the right to use the software. Customer shall not be allowed to remove or evade such a technical measure. If security measures result in the Customer being unable to make a back-up copy of the Software, Customer may send a request for a back-up copy to AET. AET in its sole discretion, may decide to provide Customer a back-up copy. A back-up copy may only be installed after involuntary loss of possession or damage. A back-up copy must have the same labels and copyright designations as are present on the original version.
- 9.4 Subject to the other provisions of this Agreement, Customer shall only be entitled to correct errors in the Software or the Products if (i) that is necessary for the intended use of the Software or the Products and (ii) AET has informed Customer that it will not fix the error itself. Customer shall be obliged to notify AET of the errors, prior to the correction. Within two weeks after the notification, AET will decide, at its own discretion, that (i) it will correct the errors in accordance with the provisions of the Maintenance & Support Agreement or (ii) Customer will be entitled to correct the errors in the Software or the Products itself.

10. Warranties

- 10.1 The Software, Products and/or Services are provided “as is”. To the maximum extent permitted by law, AET disclaims all warranties, claims and representations, express, implied or statutory, including without limitation, warranties in respect of quality, performance, non-infringement, merchantability or fitness for a particular purpose. AET does not warrant that the Software, Products or Services or the function thereof will be uninterrupted or free from Defects or that it will meet any specific requirements of Customer. Neither does AET warrant the permanent and continuous use of the Software, Products or Services. Nor does AET represent or warrant that any faults and Defects will always be remedied. Some jurisdictions do not allow the disclaimer of particular implied suppositions. If this may

be the case, the stipulations concerned do not apply to the Customer concerned.

10.2 AET does not accept responsibility for the security of connections over any technology. In particular AET does not accept responsibility for the security of the used internet connections, of connections to the Products or Software or of the hardware or software used by the Customer. Customer is solely responsible for adopting appropriate security measures against unauthorized access to and interference with its hardware, associated software and data (whether transmitted or received by Customer) as it deems necessary.

11. Limitation of liability

11.1 AET can only be held liable for direct damages resulting from an attributable failure of its obligations under the agreement. Direct damages in this respect exclusively mean:

- (a) all reasonable costs incurred by Customer in order to have AET's performances meet its obligations under the Agreement;
- (b) all reasonable costs incurred by Customer in order to prevent or limit any direct damages as meant in this article.
- (c) all reasonable costs incurred by Customer in order to establish the nature and scope of the direct damages as meant in this article.

11.2 The direct damages as meant in this article will be limited to the fee that is or must be paid by Customer in the year that the damage occurs, with a maximum of € 10.000,-, per event, whereby a series of connected incidents or events will count as one incident or event. In the event of death, physical injury or damage to things, AET's liability will be limited to an amount of € 20.000, per event, whereby a series of connected incidents or events will count as one incident or event

11.3 Any and all liability for indirect damages, including but not limited to consequential damages, loss of profit, loss of turnover and damage of reputation, is excluded.

11.4 If the Software infringes the intellectual property rights of a third party and such infringement disrupts Customer's use of such software, AET shall, at its own expense and option, elect to either: (a) procure the right for Customer to continue using the Software in accordance with the provisions of the Agreement and the Terms and Conditions; or (b) make such alterations, modifications or adjustments to the Software or the Product so that the infringing part becomes non-infringing without incurring a material diminution in performance or function; or (c) replace the Software or the Product with a non-infringing substantially similar substitute; or (d) if neither (a), (b) nor (c) can be achieved after the exercise of commercially reasonable efforts, terminate the Agreement and refund to Customer all amounts paid by Customer to AET with respect to the affected Software or Product, less an amount equal to



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depreciation of such fees calculated on a three-year straight-line basis from the date of the Agreement.

11.5 In addition, if, in AET's sole determination, the Software or Product infringes or may infringe the intellectual property rights of a third party and such infringement may disrupt Customer's use of the Software or the Product, AET may, but shall have no obligation to, elect to pursue any of the options described above in Article 11.4 (a)-(d).

11.6 Article 11.4 and 11.5 states AET's entire liability and Customer sole remedies for infringement of third party intellectual property rights in relation to the Software or the Product.

12. Confidential Information

12.1 Customer throughout the Agreement and after its termination for whatever reason keep confidential all information it receives from AET, including without limitation, information in relation to AET's affairs or business or method of carrying on business and all customer information and shall use such information only to the extent necessary to perform its obligations under this Agreement or as may be required by law.

12.2 The requirements of Article 12.1 shall not apply to the extent that such information is or becomes public knowledge through no fault of the Customer or was already known by the Customer prior to its disclosure by the Customer or is otherwise authorised by the AET for disclosure or required to be disclosed by a court, regulator, or the rules of any recognised investment exchange.

13. Force Majeure

13.1 There is no attributable failure by AET if there is an event of force majeure.

13.2 If the event of force majeure continues for a period of 60 (sixty) consecutive days, then the Customer shall be authorized to dissolve the Agreement in writing without judicial intervention being required. Such dissolution does not oblige AET to pay compensation for damage and/or loss. AET is entitled to receive payment from the Customer for the delivery of Products, Software and/or Services already made prior to the force majeure prevailing.



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14 Termination

14.1 Unless otherwise agreed upon in writing, the Agreement has an initial term of 12 (twelve) months. After the initial term, the Agreement will automatically be renewed for consecutive terms of 12 (twelve) months, unless one of the parties terminates the Agreement in writing ultimately one month before the end of the term concerned.

14.2 Each party is entitled to dissolve the Agreement without any judicial intervention being required if the other party fails imputably in its obligations under the Agreement and the attributable failure will not be remedied in time after such party has been given properly notice of default. The dissolution does not release the Customer from any payment obligation regarding any Products, Software and/or Services delivered by AET, unless AET is in default with regard to such Product or Service.

14.3 AET is entitled to dissolve the Agreement with immediate effect, without any notice of default or judicial intervention being required and without becoming liable for damages, if the Customer submits an application for suspension of payments, or the Customer applies for bankruptcy, or is declared bankrupt, or if all or part of the Customer's assets are attached or the Customer deceases.

14.4 Immediately after the termination of the Agreement, for whatever reason, the Customer commits himself to cease any and all use of the Products, Software and/or results of Services supplied, and will return all copies of Software, documentation and all other materials that are provided to the Customer within the scope of the Agreement.

15. Final Provisions

15.1 Notwithstanding article 2.2, AET reserves the right to modify the provisions of this Terms and Conditions at any time by providing the revised Terms and Conditions to Customer or by publishing the revised Terms and Conditions on its website. Customer's continued use of the Software, Products or Services shall constitute its acceptance to be bound by the terms and conditions of the revised Terms and Conditions.

15.2 The Agreement constitutes the full agreement between the parties with respect to the utilisation of the Product, Software or Services and it replaces any prior agreements concerning the subject hereof.

15.3 During the term of the Agreement as well as during one year after the termination thereof, Customer is not allowed to, directly or indirectly, hire employees of AET or to have them work for it in any other way, without prior written permission from AET.



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15.4 The Agreement is personal and as such Customer will not be able to assign its rights and obligations under it, except with the prior written consent of AET. AET shall be entitled to assign or otherwise transfer its rights and obligations under the Agreement without requiring the consent of Customer.

15.5 The agreement is governed by Portuguese law.

15.6 All disputes that may arise under or in connection with the agreement shall be exclusively submitted to the competent Court within the City of Maia, Portugal.

Provision of Products

16. Price, delivery and installation of the Products

16.1 The price of the Products shall not include the costs of transport, insurance, rigging and hoisting, leasing temporary facilities and the like.

16.2 AET shall package the Products in accordance with the usual standards it applies. If the Customer desires a specific manner of packaging, it shall bear the related additional costs. The Customer shall handle the packaging released with the Products delivered by AET in a manner that is consistent with the applicable government regulations. The Customer shall indemnify AET against third-party claims based on non-compliance with such regulations.

16.3 If the Parties have expressly agreed on this in writing, AET shall install the Products or have it installed. Any requirement by AET to install Products shall not include the requirement to install software or to convert data.

16.4 If AET has undertaken to perform installation, the Customer shall provide a suitable installation site with all necessary facilities, such as cable work and telecommunications facilities, before delivery of the Products and follow all instructions of AET necessary for the installation. To enable AET to perform the necessary work, the Customer shall give the AET access to the installation site during AET's normal working days and hours.

17. Defects

17.1 During a period of three (3) months after the delivery of the products, AET shall use its best efforts to fix, to the best of its ability, any Defects in the Products, as well as in parts delivered by AET in connection with the guarantee or maintenance within a reasonable time period and free of charge, if these have been reported to AET with a detailed description. If, in AET's reasonable judgment, repairs are not possible, will take too long or will entail disproportionately high costs, AET shall be entitled to replace the equipment free of charge with other, similar, but not necessarily identical, equipment. The guarantee shall not include data conversion which is necessary due to repairs or replacement.



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17.2 Customer shall place the Product at AET's disposal for the work mentioned in article 17.1. All parts replaced shall be the property of AET.

17.3 The obligation inserted in 16.1 shall be extinguished if the Defects result in whole or in part from incorrect, careless or incompetent use, from external causes such as fire or water damage, or if, without AET's permission, Customer makes changes or causes changes to be made to the Products or to the parts delivered by AET in connection with the guarantee or maintenance. AET shall not withhold such permission on unreasonable grounds.

17.4 AET does not have any further obligation concerning fixing Defects reported after the expiry of the three months period referred to in article 17.1, unless parties entered into a maintenance and support agreement.

18. Third party equipment

18.1. In the event that AET provides products, hardware or other materials from third parties to the Customer, those third parties' terms and conditions (including but not limited to terms with respect to warranties and limitation of liability) shall replace the deviating provisions in these Terms and Conditions and shall apply with regard to that equipment. The Customer shall accept the aforementioned third-party terms and conditions. These terms and conditions shall be available for the Customer's inspection at AET's premises and AET will send these terms and conditions free of charge to the Customer at its request. In the event that the third-party terms and conditions are deemed or declared inapplicable to the relationship between the Customer and AET for whatever reason, the provisions in these Terms and Conditions shall fully apply.

Provision of Software

19.1 Grant of Rights and restrictions

19.1 Subject to the terms and conditions of the Agreement, these Terms and Conditions and the payment of all applicable license fees, AET grants to Customer a non-exclusive, non-transferable and non-objectionable license to use the Software for internal purpose only. The licenses are granted on the condition that the Customer fully complies with the Terms and Conditions and the stipulations in the Agreement. All intellectual and industrial ownership rights are and will remain the exclusive property of AET.

19.2 Customer is not entitled to sublicense, rent, create derivative works based on the Software, incorporate or let others incorporate the Software, in part or in whole, into another program, or otherwise exploit the Software other than for its internal business purposes. Without the explicit written consent from AET, Customer may not transfer or assign the



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license or its rights and obligations under the Agreement in whole or in part, to another person or party.

19.3 Unless agreed otherwise in writing, Customer will separately acquire a license for each individual authorized user that accesses or uses the Software, therefore the total license costs for the Software scales with usage. Each license permits only one authorized user to access or use the Software.

20. Conditions of use

20.1 Customer undertakes the following:

- (a) not to apply techniques of reverse engineering, decode, decompile or disassemble the Software, or carry out any other operations aimed to access the source code of the Software.
- (b) not to modify, adapt and/or create derivative works based on the Software or any part thereof and/or carry out any action contrary to the Intellectual Property Rights of AET over the Software.
- (c) not to reproduce, assign, transfer, distribute, sub-licence, lease or place the Software (or the hardware on which the Software is installed) free of charge or for valuable consideration at the disposal of any third parties (including companies of the Customer's group) or create any charge and/or lien over the Software.
- (d) not to make copies of the Software either directly or by means of any third party, without the prior written consent of AET.
- (e) not to delete or alter any trademark, trade name, logo, copyright notice, notice of reservation of rights, or limitation or exclusion of liability included in any part of the Software and/or in the documentation associated with it.
- (f) not to permit the concurrent use of the Software to a greater number than the number of authorized user (at any time).
- (g) to take all reasonable steps to safeguard the Software to ensure that no unauthorized person shall have access thereto and that no unauthorized copy, publication, disclosure or distribution in whole or in part, in any form, shall be made. Licensee acknowledges that the Software contains valuable confidential information and trade secrets and that unauthorized use and/or copying is harmful to AET.

20.2 Customer acknowledges and agrees that the Intellectual Property Rights with respect to the Software and any other non-public information of a technical or commercial nature concerning AET or the Software disclosed to Customer in connection with the Agreement constitute AET's proprietary information and trade secrets, and Customer agrees to hold such information in strict confidence.



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20.2 AET may, at any time upon reasonable advance notice, conduct an audit at Customer's premises to ascertain whether Customer's use of the Software is in compliance with the provisions of the Agreement. Customer shall assist AET in the conduct of such audit and shall grant AET access to its premises and computer equipment. In the event that such audit reveals any use of the Software by Customer other than in full compliance with the Agreement, Customer shall reimburse AET for all reasonable costs and expenses related to such audit in addition to any other liabilities Customer may incur as a result of such non-compliance.

21. Software PKCS #15 card structure

21.1 The Software PKCS #15 card structure and any information related to this Software PKCS#15 card structure is considered to be an integral part of the Software. This means that the Software PKCS #15 card structure and any information about the Software PKCS#15 card structure is part of the intellectual property rights of the Software in the broadest sense of the word. Any attempt to use this information to develop a product that competes with the Software is considered to be a violation of the intellectual property rights of the Software.

21.2 All the Software installed files, including but not limited to the Software PKCS #11 Library, the Software Cryptographic Service Provider (CSP) and the Software PKCS #15 card structure, are part of an integrated product that may not be used separately.

21.3 The Software PKCS #15 card structure may only be read / written by using either the Software PKCS #11 Library and / or the Software Cryptographic Service Provider (CSP), as the Software PKCS #15 card structure is part of the integrated the Software mentioned in 21.1. This means that the Software PKCS #15 implementation may not be read or written by any another application especially not by foreign, non Software PKCS #11 Libraries or Cryptographic Service Providers developed by third parties.



Services

22. General

- 22.1 AET will use its best effort to provide the services to Customer with due care and in accordance with the stipulations set forth in the Agreement and these terms and Conditions and within the business hours and in the languages stated in the Agreement.
- 22.2 AET is entitled to replace its employees by other employees with the same qualifications at any time.
- 22.3 In the event that AET, at Customer's request, has delivered additional services that are not part of the Services agreed upon in writing, Customer will pay for these services in accordance with AET's standard fees. Notwithstanding the forgoing, AET is not obliged to accept Customer's requests with respect to additional services. Customer agrees that the expected delivery time of the Services may be affected by Customer's request for additional services.

23. Maintenance and support

- 23.1 Maintenance is considered to mean the repair of Defects or taking such measures, including but not limited to the replacement of Software or parts of the Products, or installing temporarily solutions such as a work-around, bypass or problem preventing restrictions, that the Customer may continue to use the functionality of the Product or Software. AET does not guarantee that the Software or Products will work without Defects or that Defects will be improved.
- 23.2 After the receipt of a written notice of a Defect, AET shall use its best effort to correct the Defect or make corrections in any later Maintenance Release. AET will make the results available to Customer in a manner, place and at a time to be determined by AET.
- 23.3 Change requests do not fall under the scope of the maintenance and support services.
- 23.4 AET may sub-contract any part of its obligations with respect to the maintenance and support services to a third party, for example a local partner, without the prior written consent of Customer.
- 23.5 If agreed upon in writing, Customer will receive at no additional cost one copy of each Maintenance Release or Upgrade issued by AET during the term of the maintenance and support part of the Agreement. Customer agrees to incorporate said Maintenance Release or Upgrade only into the installed Software provided it first passes Customer's acceptance tests.
- 23.6 A master copy of each Maintenance Release and Upgrade shall be delivered to Customer on the media and in the format to be decided by AET. If Customer requests an alternate delivery method, AET shall accommodate this request at its discretion; if the request is accommodated, delivery charges shall be paid by Customer.
- 23.7 The Maintenance Releases and Upgrade shall be considered part of the Software and, accordingly, covered by the scope of the Agreement.

24. Obligations Customer

- 24.1 AET's obligations with respect to the maintenance and support are conditional upon the Customer using reasonable endeavours to provide a full description of the Defect and any other such information or document which facilitates AET in reproducing the occurred error and solving the Software Problem. The Customer shall use reasonable endeavours to analyse the cause of the Defect.
- 24.2 Customer shall place the Products, if relevant the Software and any other materials reasonable requested by AET at AET's disposal for the maintenance and support activities.
- 24.2 AET's obligations are conditional upon the Defect being reproducible. Customer shall use reasonable endeavours to reproduce the Defect in its own environment. Customer shall provide diagnostic information where appropriate and on AET's request.
- 24.3 At all times, Customer is personally responsible for making and keeping back-ups of the configuration and the data. Reconfiguring existing sets of data or defining new sets of data is not part of the maintenance and support service, unless explicitly agreed upon in writing.

25. Excluded maintenance and support services

- 25.1 AET maintenance and support obligations under the Agreement shall cease if the non-operation of the Software or the Products has been caused by any factor outside the control of AET, including but not limited to:
- i) any problems caused by reparation, modification, reinstallation or relocation of the Software or Product if not authorized and performed by AET;
 - ii) any problem with the functioning or the use of the external system or the hardware configuration, including without limitation the operating system of the Software platform and/or hardware upgrades;
 - iii) the operation or use of the Software or Product in a way that is not conformant with the latest release of the relevant documentation;
 - iv) support related to third party software or hardware not supplied by AET;
 - v) any malfunction of the Software or Product caused by configuration or other alteration or adaptation of the Software or Product not performed by AET unless made with AET's prior written consent;
 - vi) abuse, misuse or mishandling of the Software or Product.
- 25.2 Should the Software or Product not be operable due to reasons outside the control of AET, Customer shall be liable to pay AET in accordance with then valid hourly rates. AET shall, however, be under no obligation to provide services when the Software or Product is not operable due to reasons outside its control.