

CTM Development SA

general terms and conditions

- 1. Overview** Unless otherwise specified in a contract, the present general terms and conditions determine the integral relationship between CTM Development SA and its customers.
- 2. Place of business** CTM Development SA (hereafter "Seller"), founded in January 1988 has as sole place of business, irrespective of any reseller or correspondence address, at: avenue Gide 11, CH-1224 Chêne-Bougeries Geneva, SWITZERLAND – e-mail ctm-info [at] ctmdev.com – phone / fax + 41 22 860 1112 and (415) 840 0276 – IDE: CHE-101.434.005 MWST – RC: CH-660.0.100.988-6
- 3. Products, licenses and training services offered** Seller is a supplier of information technology products, licenses and training services. Any wholly-owned subsidiary may offer its products, licenses and training services, and only authorized resellers may offer its products and licenses.
- 4. Software products evaluation period** For all products made available under a 30 day or longer evaluation period, such period shall represent the sole, non-renewable timeframe during which the product shall be evaluated for suitability, performance and reliability. This period is designed to enable a customer to make an informed purchase decision.
- 5. Delivery and shipment terms** Software products and licenses are delivered electronically, either via a direct unlocking transaction between our servers and a requesting software application or via the issuance via e-mail to the purchaser.
- 6. Processing time and notification method** Normal processing times are 24 working hours from the UTC time of transaction unless otherwise indicated in the transaction process. It is the sole responsibility of the purchaser to supply an e-mail address which can receive email from ctmdev.com mail servers and addresses.
- 7. Encryption methods and data security** Even when embedded within pages of our website or within our software applications, normal transactions are conducted via reseller store transaction systems such as Kagi <www.kagi.com> using high levels of transaction security determined by our agent's policies. When processing transactions itself from ctmdev.com domain names, CTM Development SA uses SSL with at least 2048 bit key size. When relevant to the transaction, webpages will display the logos for the «Verified by Visa» and «MasterCard SecureCode» on the payment pages. Following the successful processing of a transaction, CTM Development SA will either destroy any source payment information in its possession in such a way that a new transaction cannot be conducted or retain such information in encrypted form on a device which cannot be accessed from the public internet.
- 8. Non refundability** Whether products, licenses or services are available under the evaluation period described above or under other contractual terms, all payment transactions are deemed final and non-refundable. Once emitted, product codes and licenses cannot be revoked.
- 9. Taxes** Except otherwise set forth on the quote or invoice, Seller's prices will be exclusive of any federal, state, provincial or local sales, use or excise taxes levied upon or measured by the sale, the sales price or use of products. Seller will list separately on its website or invoice any such tax lawfully applicable to any such Products and such tax will be payable by Purchaser provided that Purchaser does not furnish to Seller satisfactory evidence of exemption.
- 10. Termination of Order** Purchaser may terminate an order in whole or in part, at its convenience, by giving Seller written notice sixty (60) working days before Seller's planned shipping date. In the event of such termination, Purchaser will accept Products which were ready for shipment prior to the termination notification. If Purchaser terminates an order, Purchaser shall make fair compensation to Seller for work performed on such order which shall take into account reasonable costs and expenses incurred and commitments already made by Seller in connection with such order and the termination hereof. Purchaser will be advised of the amount of such charges.
- 11. Excusable Delays** Neither party will be liable for damages for delay in delivery that is not the result of its fault or negligence including without limitation delays arising out of acts of God, acts of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, war, riots, strikes, freight embargoes, unusually severe weather and any other causes beyond its reasonable control as it relates to obtaining necessary labor, materials or processing facilities

12. Shipment and Delivery Seller will use reasonable efforts to effect delivery of the Products or Services in quantities and at times specified by Purchaser, provided however, that failure by Seller to make deliveries as so provided will not constitute a breach or default by Seller and Seller will not be liable for any damages, including consequential and incidental damages, as a result of a failure to make such deliveries, unless Seller shall have otherwise expressly guaranteed delivery in writing.

13. Payment in full Title to Product will remain in Seller until payment in full is made by Purchaser. Failure to make any payment as provided hereunder shall entitle Seller to cease and stop shipments without notice to Purchaser and Purchaser consents that Seller, its successors and assigns, shall be and are hereby authorized to retake possession and custody of any shipments already made or received by Purchaser and, upon written notice to Purchaser, cancel the balance or unexecuted portion of this order and hold Purchaser liable for any and all damages incurred by Seller as a result of or in any manner growing out of the default or failure of Purchaser to make such payment.

14. Limitation of Liability Seller's liability for any claim of any kind, including negligence and breach of warranty, for any loss or damage resulting from, arising out of or connected with this order, or from the performance or breach thereof, or from manufacture, sale, delivery, resale, repair or use of the Products covered by or furnished under this order shall in no case exceed the purchase price of the Products which give rise to the claim.

15. Patents and Confidential Information Seller will indemnify and hold harmless Purchaser from and against any and all loss, liabilities and damages resulting from any claims that the manufacture, use, sale or resale of the Products infringe any patent or patent rights, provided however, that such indemnifications will not apply to any such infringement arising out of Purchaser's use of the Product as a component part of another product or Seller's compliance with Purchaser's designs or specifications. In the event of an award arising out of any infringement with respect to Purchaser's sales price for Products and Services or Products for which Products are components. Seller's total liability under the clause will not exceed Seller's sale price to Purchaser. In case of confidential information from the Purchaser for a special Product, Seller will make any efforts to keep such information

within the company until public is informed from any source outside Seller's influence and Purchaser will keep all project related information from Seller also confidential

16. Arbitration and Remedies Seller may, at its discretion, settle any claim or controversy arising out of or relating to this order, or the breach or nonperformance of any provision thereof, by arbitration in accordance of the arbitration Rules of the American Arbitration Association in effect at the time such claim or controversy arises. Purchaser and Seller agree, that any arbitration shall be initially administered and conducted in the court of Geneva, Switzerland. In the event of Purchaser's default of this order, Seller shall have available all rights and remedies at law or in equity. Purchaser agrees to pay Seller all costs and expenses, including attorney's fees, incurred by Seller in exercising any of its rights and remedies. No failure or delay on the part of Seller in exercising any right or remedy shall operate as a waiver thereof. No waiver by Seller of any default shall constitute a waiver by Seller of any additional or subsequent default

17. Regulatory Laws and/or Standards The Seller makes no promise or representation that the Products will conform to any state or local laws, ordinances, regulations, codes or standards, except as particularly specified and agreed upon for compliance in writing as a part of the contract between Purchaser and Seller. The Seller's prices do not include the costs of any related inspection permits or inspection fees.

18. Severability and Assignment If any provision hereof shall be finally determined to be unlawful, then such provision shall be deemed to be severed and every other lawful provision hereof shall remain in full force and effect. Any assignment, transfer, pledge or other disposition of this order or any rights hereunder by the Purchaser, without the written consent of Seller, shall be void.

19. Jurisdiction and Venue All quotations are made and all orders are accepted by Seller with reference to the laws of the canton of Geneva, Switzerland and the rights and duties of all parties and the construction and effect of all provisions thereof shall be governed by and construed according to the laws of that state. Purchaser hereby submits to the jurisdiction of the court of the canton of Geneva, Switzerland with respect to any claim or controversy arising out of or relating to this order or the breach or non-performance of any provision hereof.