

March 12, 2012

GENERAL TERMS FOR BASWARE SERVICES

These General terms for Basware Services apply to all purchases of such Services by Customer from Basware (each a "Party", and together, the "Parties") as specified in the relevant Order Form signed by Customer and Basware and these terms form an integral part and are fully incorporated as part of such Order Form.

1 BACKGROUND AND PURPOSE

- 1.1 The Parties have on the date defined in the relevant Order Form entered into this agreement for provision of electronic software based services ("Agreement"). Basware has developed certain software applications and invoice automation platforms which it makes available to subscribers via the internet as specified in its standard service specific description for the selected Service hereto ("Service" or "Services").
- 1.2 Basware has agreed to provide and the Customer has agreed to order and pay for Basware's Services subject to the terms and conditions of this Agreement.
- 1.3 This Agreement will cover the provision of the Services to the Customer. New Customer Affiliates and potential new services may be joined to this Agreement through change request process by signing a new Order Form. An affiliate's right to use the Service and all obligations of Basware towards a Customer and such Affiliate shall cease as soon as it no longer is an Affiliate.
- 1.4 In order to setup the Services for the Customer, Basware may perform certain preparatory project work for mapping Customer needs, needed interfaces at Customer systems etc. and will in such case provide the Customer professional consultancy services as per Basware standard Statement of Work ("SOW") ("Project Services").
- 1.5 Some parts of the Project Services or Services may be performed by Basware Affiliate being wholly owned by Basware Corporation, which is the parent company of the group for which the contracting Basware entity takes full responsibility. Parties may also agree to enter into separate adherence agreements between Customer Affiliate and Basware Affiliate for providing the Services and/or Project Services and invoicing such directly from such Customer Affiliate by a Basware Affiliate.

2 DEFINITIONS

- 2.1 The definitions and rules of interpretation in this clause apply in this Agreement.

Affiliate: shall mean any company which, and as long as at least fifty per cent (50%) of the outstanding shares or securities (representing the right to vote for the election of directors or other managing authority) are, now or hereafter, directly or indirectly owned by a Party.

Agreement: these terms of use including its Appendices, incorporated by reference herein.

Authorised Users: those employees, agents and independent contractors of the Customer who are authorised by the Customer to use the Services and the Documentation, as further described in this Agreement.

Business Day: any day which is not a Saturday, Sunday or public holiday in Customer's country of using or Basware's country of providing the Service or Project Service.

Confidential Information: technical and/or commercial information relating to Parties respective businesses, facilities, products, techniques and processes in form of oral disclosure, demonstration, device, apparatus, model, sample of any kind, computer program, magnetic medium, document, specification, circuit diagram, or drawing and visual observation of the aforesaid which information is proprietary to the disclosing party or to its Affiliates and is either clearly labeled as such or clearly identified either orally or in writing as Confidential Information.

Customer Data: the customer specific data stored or otherwise provided by the Customer, Authorized Users, or Basware on Customer's behalf for the purpose of using the Services or facilitating the Customer's use of the Services as well as data generated by the Service based on Customer or Authorized User input. Customer Data shall not include usernames, other names and addresses allocated in the Service for the Customer and any parameters entered into the Service by Basware, which are considered to be identification information as per Section 8.

Documentation: the documentation made available to the Customer by Basware from time to time which sets out a description of the Services and the user instructions for the Services.

Effective Date: the date of this Agreement.

Initial Agreement Term: the initial term of this Agreement as set out in the Order Form.

Intellectual Property Rights: any registered or unregistered rights in inventions, including patent applications, patents and utility models, design rights, copyrights, trademarks, trade names and services names, domain names, knowhow and other trade secret rights and all other intellectual property rights, derivatives thereof and forms of protection of a similar nature anywhere in the world.

Normal Business Hours: Normal hours of business in Customer's country of using or Basware's country of providing the Service or Project Service as agreed by Parties.

Order Form: The order form as in which the Parties have defined the relevant details for the ordering and invoicing of the selected Services.

Service(s): the services as described in the Order Form and in each respective part for each service in each Basware standard Service specific service description.

Service Center(s): the service centers operated and owned by Basware or under responsibility by a subcontractor of Basware in which the Services are produced and offered to Customer.

Software: the software applications owned and operated by Basware producing the offered Service and installed at the servers at Service Centers.

Service Fees: the service fees payable by the Customer to Basware for the use of the agreed Services, as agreed by the Parties or Basware price list as in force from time to time.

Service Level Agreement or SLA: the applicable standard Basware service specific service level agreement, setting agreed service levels and requirement for a Service, key performance indicators and processes undertaken to achieve the agreed service level.

3 SERVICES AND PROJECT SERVICES

- 3.1 Basware shall provide the Customer the Services as per its standard Service description describing each Service. Basware has the right to select and change, without notice, the underlying technology for producing the functionality of a Service.
- 3.2 The Services shall be delivered from the Service Center(s) specified by Basware. Basware shall be responsible for such Service Center(s) and shall have the right to select and change the Service Center(s) used for the production of the Services.
- 3.3 Basware shall perform Project Services for preparing the use of the Service and its activation for Customer. The implementation project, testing of environment and connections and other needed functionalities shall be performed by Basware according to its standard SOW for each selected Service as separately charged professional services.

4 BASWARES OBLIGATIONS

- 4.1 Basware shall
- a) make sure that Project Services will be performed in accordance with this Agreement and with reasonable skill and care by employing qualified personnel.
 - b) comply with all applicable laws and regulations with respect to its activities under this Agreement;
 - c) use commercially reasonable efforts to carry out all other Basware's responsibilities set out in this Agreement in a timely and efficient manner.
 - d) obtain and shall maintain all necessary licences, consents, and permissions necessary for Basware, its contractors and agents to perform their obligations under this Agreement, including without limitation the Services or project Services;
 - e) ensure that its network and systems comply with the relevant specifications described in this Agreement

5 CUSTOMERS OBLIGATIONS

- 5.1 The Customer shall:
- a) provide Basware with:
 - i. all necessary co-operation in relation to this Agreement for Basware to perform the Services and Project Services; and
 - ii. all necessary access to such information as may be required by Basware for the performance of the Services and Project Services, including but not limited to Customer Data and security access information;
 - b) comply with all applicable laws and regulations with respect to its activities under this Agreement;
 - c) use commercially reasonable efforts to carry out all other Customer responsibilities set out in this Agreement in a timely and efficient manner. In the event of any delays in the Customer's provision of such assistance as agreed by the Parties, Basware may adjust any agreed timetable or delivery schedule as reasonably necessary;
 - d) ensure that the Authorised Users use the Services and the Documentation in accordance with the terms and conditions of this Agreement and shall be responsible for any Authorised User's breach of this Agreement;
 - e) obtain and shall maintain all necessary licenses, consents, and permissions necessary for Customer, its contractors and agents to perform their obligations under this agreement
 - f) ensure that its network and systems comply with the relevant specifications provided by Basware from time to time; and
 - g) be solely responsible for procuring and maintaining its IT systems and network connections.
 - h) Unless specifically agreed by the Parties to be included in the Service Customer is responsible for backing up and storing the Customer Data.
- 5.2 The Customer shall be liable for data provided or transmitted by it to the Service in Service Centers. Furthermore, the Customer have full responsibility of the Customer Data and data transmitted through the Service, including but not limited to non-interference with the technical operation of the Services (such as malicious code, viruses, computer intrusions, infringements and illegal tampering of data), non-infringement of third party copyrights and compliance with the applicable laws or regulations issued by authorities.

6 SERVICE LEVELS AND ERROR CORRECTION

- 6.1 Basware is committed to perform the Services to Customer as per each relevant Basware standard Service Level Agreement relating to the Services. In the event of breach of Customer's obligations of Section 5, Basware may adjust any agreed timetable or delivery schedule as reasonably necessary;
- 6.2 Basware has the right to suspend the Service if the Customer breaches the Agreement.
- 6.3 Basware is entitled to interrupt the delivery of Services temporarily if it is necessary due to technical reasons concerning the delivery of Services as per Service Level Agreement. Basware will use commercially reasonable efforts so that the interruption lasts only a short time and it will cause the Customer as little harm as possible. Basware will inform the Customer of the interruption as soon as practically possible.

7 SUBCONTRACTING

- 7.1 Basware has the right to use sub-contractors when delivering the Project Services and Services and shall be fully liable for their work as for the work of its own. Upon request Basware can notify the Customer of the subcontractors used in provision of the Services or project Services to Customer. In case there is a change of subcontractor used for the provision of the Service and the Subcontractor is in direct interaction with the Customer, Basware shall notify Customer as soon as practically possible of such change.

8 IDENTIFICATION INFORMATION FOR USE OF SERVICE

- 8.1 Basware shall assign user identifiers, numbers, addresses and other such identification to be used by the Customer (hereinafter "Identification Information") in using the Service(s). Basware is entitled to change the Identification Information, if required for regulatory or technical reasons. Basware shall inform the Customer about such changes at least 2 (two) months before the changes enter into force. Notwithstanding the aforesaid, Basware shall inform the changes caused by changes in regulations issued by the authorities or by Basware having an established reason to suspect that the data security of the Services or the Customer so require, as soon as reasonably possible before or after such change.
- 8.2 Customer is responsible to make sure that Identification Information is used only by its employees and its kept confidential. Customer is responsible for any use or possible misuse of Identification Information given to it. In the event that a third party has illegally attained the possession of Identification Information of the Customer, the Customer shall inform Basware's customer services immediately thereof. Basware is entitled to close the account with immediate effect after having received the above-mentioned information.
- 8.3 Such information may be used also in national and international listings for the benefit of accelerating use of e-invoicing Services by Customer. For this purpose Basware is entitled to draw up a register of non confidential Identification Information of e-invoicing address details of Customer (excluding any sensitive or confidential information or user identifier) and Customer contact persons necessary to offer the Services and for example promotion of electronic invoicing sending and receiving, and to publish them in a written or electronic list.

9 CUSTOMER DATA

- 9.1 The Customer shall own all rights, title and interest in and to all of the Customer Data and shall have sole responsibility for such Customer Data as per Section 5.2.
- 9.2 The Customer shall provide Basware the Customer Data requested by it that is necessary for the delivery and operation of Services to Customer, including testing of the results of the Project Services, and to review the correctness of the recorded or registered Customer Data. The Customer shall inform Basware without delay about the change of its Customer Data. The Customer shall be responsible to inform its contact persons that their contact information and possibly other identifiable information included in the Customer Data is disclosed to Basware and obtain appropriate consents where necessary.
- 9.3 Basware shall be entitled to use and also commits to use, assign and transfer the Customer Data only for the purposes of providing the Services as per this Agreement.
- 9.4 Basware is entitled to use the Customer Data for the purpose of analyzing and improving the Services.

10 DATA PRIVACY

- 10.1 Each Party warrants that it complies with applicable data protection legislation and takes full responsibility of its data and its processing under such legislation.
- 10.2 If Basware processes any personal data on the Customer's behalf when performing its obligations under this agreement, the parties record their intention that the Customer shall be the data controller and Basware shall be a data processor in any such case.
- 10.3 the Customer acknowledges and agrees that the personal data may be transferred or stored outside the EU or the country where the Customer and the Authorized Users are located in order to carry out the Services and Basware's other obligations under this agreement. In case personal data is transferred outside of EU, Basware guarantees adequate level of data protection and agrees to contractually secure this with its Affiliates or subcontractors.
- 10.4 the Customer shall ensure that the Customer or Authorized user is entitled to transfer the relevant personal data included in Customer Data to Basware so that Basware may lawfully use, process and transfer the personal data in accordance with this agreement on the Customer's behalf.
- 10.5 Customer shall ensure that the relevant third parties have been informed of, and have given their consent to, such use, processing, and transfer as required by all applicable data protection legislation.
- 10.6 Basware shall process the personal data only in accordance with the terms of this Agreement and any lawful instructions reasonably given by the Customer from time to time; and
- 10.7 each Party shall take appropriate technical and organizational measures against unauthorized or unlawful processing of the personal data or its accidental loss, destruction or damage.

11 FEES AND INVOICING

- 11.1 The Customer shall pay Basware for the Services and Project Services, in accordance with the pricing and invoicing periods as agreed by the Parties. Pricing for new services or additional work shall be subject to Basware price list as in force from time to time.
- 11.2 Standard project delivery is included in the start-up fee and described in the SOW. Additional charges will apply for activities outside the standard project delivery scope. In such case estimate for additional charges is presented to customer in the SOW.
- 11.3 All prices quoted are exclusive of VAT or any other applicable sales tax, which will be added to the prices and invoices from Customer.
- 11.4 Payments shall be made at the latest on their due dates specified in the invoice. If not specifically agreed upon, the term of payment shall be 30 (thirty) days net from the date of the invoice.
- 11.5 In case Customer objectively and in good faith disagrees with the content of an invoice it must dispute the invoice by giving a notification in writing to Basware after which Parties will within 30 days discuss to resolve such dispute. The Customer shall pay the undisputed portion of the invoice.
- 11.6 Any outstanding overdue sums shall be subject to interest at the annual rate of 10 % (ten) or the highest rate allowed under the applicable law on any overdue payments.
- 11.7 In the event that the Customer has not paid a due payment regardless of a request for payment for a period of 60 days from due date, all other undue receivables shall fall due for immediate payment and Basware is entitled, without any further liability, to suspend the Services until such time as the Customer has made all payments in full.
- 11.8 Basware shall be entitled to change the Service fees by increase of CPI or similar index describing annual increase of labor costs by informing the Customer, in writing to the invoicing address last informed by the Customer, of the changes at least 2 (two) months before the changes become effective.

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12 WARRANTIES

- 12.1 Non-infringement Warranty: Basware represents and warrants to the best of its knowledge and belief that the Service, when properly used as contemplated herein as well as the Project Services, will not infringe any Intellectual Property Rights. Upon being notified of a claim of such infringement, Basware shall at its option: (i) defend through litigation or obtain through negotiation the right of Customer to continue using the Service; (ii) rework the Service so as to render it non-infringing while preserving the original functionality; (iii) replace the Service with functionally equivalent service; or (iv) terminate the affected part of the Service and refund fees that may have been paid in advance for the affected part of the Service. If none of the foregoing alternatives provide an adequate remedy, Customer may terminate all or any part of this Agreement.
- 12.2 Limited Performance Warranty: Basware represents and warrants during the Agreement period that the Service will operate substantially in accordance with the applicable Documentation and Service Descriptions; provided, that (i) the Service is implemented and operated in accordance with all instructions supplied by Basware; (ii) Customer notifies Basware of any defect in the Service within ten (10) calendar days after the appearance thereof; (iii) Customer has properly used all updates recommended by Basware with respect to any third party software that materially affect the performance of the Service; (iv) Customer has properly maintained all associated equipment, software and environmental conditions in accordance with applicable specifications and industry standards; (v) Customer has not introduced other equipment or software creating an adverse impact on the Service; and (vi) Customer has paid all amounts due hereunder and is not in default of any provision of this Agreement. Should after investigation of a Customer's notification of alleged defect be determined that there is no defect in the Service, Basware is entitled to charge the Customer the expenses incurred from such investigation.
- 12.3 Basware does not warrant the uninterrupted, secure, or error-free operation of the Service or that Basware is able to prevent all third party disruptions of the Service or that Basware is able to correct all defects.

13 INTELLECTUAL PROPERTY RIGHTS

- 13.1 All Intellectual Property Rights related to the Service and Project Services belong to Basware and shall remain in the ownership of Basware. Each Party owns its respective Intellectual Property Rights and no Intellectual Property Rights shall be granted by signing this Agreement or the provision of the Services or Project Services.
- 13.2 In case the intellectual property rights of a third party are infringed by the Service, Basware shall remedy such infringement as per Section 12.1 above.
- 13.3 Basware shall be liable to defend at its own cost the Customer against claims that the Service infringes any of the above-mentioned rights of third parties, provided that the Customer informs Basware of the claim in writing immediately and permits Basware to defend or settle the claims, and subject to Basware reimbursing Customer of its reasonable costs, including legal costs, gives Basware all available necessary information, reasonable assistance and authorization to do so. Basware shall be liable for the payments of damages based on a settlement agreed to by Basware or awarded in a trial to a third party, provided that the Customer has acted in accordance with the foregoing.
- 13.1 However, Basware shall not be liable for any claim, which:
- Is asserted by a company, which exercises control over the Customer or which is controlled by the Customer or under common control with the Customer;
 - Results from the use of the Service for a purpose it has not been designed or approved for, or use of the Service together with another product or service not delivered by Basware, or against the directions given by Basware, or
 - Could have been avoided by using corresponding Service, which has been offered to the Customer without any separate charge, provided that the corresponding Service is at no additional cost to Customer and of the same quality, performance and functionality as the original.
- 13.2 The herein mentioned shall create the entire liability of Basware for infringement of third party intellectual property rights.

14 CONFIDENTIALITY

- 14.1 The Parties shall keep all Confidential Information strictly confidential and shall use Confidential Information only for the purpose of performing their obligations under this Agreement and shall refrain from disclosing any Confidential Information in violation of this Agreement.
- 14.2 The Parties shall make Confidential Information, or any portion thereof, available to only those of their employees or sub-contractors that need to know the Confidential Information in connection with this Agreement. The Parties shall inform and contractually bind all persons (including its employees, advisers, subcontractors or agents, and the employees of the subcontractors or agents) to whom a disclosure of Confidential Information is made, as permitted herein, of the obligations of confidentiality.
- 14.3 Notwithstanding the provisions of this Article 14 unless Customer specifically objects, Basware may include the Customer in its reference list. Nothing herein shall prevent the Parties from making any announcement of filing required by law, regulations or by the rules and regulations of any stock exchange on which it is listed.

15 LIMITATION OF LIABILITY

- 15.1 EXCLUDING CASES OF BASWARE'S GROSS NEGLIGENCE OR INTENT, BASWARE'S LIABILITY UNDER ANY BASIS WHETHER IN CONTRACT OR IN TORT IS LIMITED AT ALL TIMES TO COMPENSATE FOR ANY DIRECT DAMAGES RELATED TO THE SERVICE OR PROJECT SERVICES THAT ARE PROVEN BY THE CUSTOMER AND WHICH ARE DUE TO BASWARE'S NEGLIGENCE UP TO AN AGGREGATE AMOUNT, WHICH CORRESPONDS THE AMOUNT OF THE MONTHLY INVOICING FOR THE SERVICE OR PART THEREOF GIVING RISE TO SUCH LIABILITY CALCULATED AS AN AVERAGE OF THE MONTHLY INVOICING OF THE 12 (TWELVE) MONTHS PRECEDING THE DAMAGING EVENT. IF THE AGREEMENT HAS BEEN IN FORCE FOR LESS THAN 12 (TWELVE) MONTHS PRIOR TO THE DAMAGING EVENT, THE MAXIMUM AMOUNT OF COMPENSATION FOR DAMAGES IS CALCULATED ACCORDING TO THE MONTHLY AVERAGE OF INVOICING CARRIED OUT DURING THE VALIDITY OF THE AGREEMENT.
- 15.2 IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY FOR ANY INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGES HOWSOEVER ARISING, INCLUDING WITHOUT LIMITATION, LOST REVENUES OR PROFITS, EVEN IF THE PARTY HAS PREVIOUSLY BEEN INFORMED OF THE POSSIBILITY THAT SUCH LOSS OR DAMAGE MAY ARISE. "INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGES" SHALL MEAN ANY ECONOMIC LOSS INCLUDING, WITHOUT LIMITATION, ANY DIRECT OR INDIRECT LOSS OF PROFITS, ANTICIPATED SAVINGS, BUSINESS, CONTRACTS, REVENUE, TIME OR GOODWILL OR LOSS OR HARM OF DATA.
- 15.3 Any claims for damages hereunder must be made within 6 (six) months from the time at which the party making the claim became aware of the event that gave rise to the claim. Such claims may, under no circumstances, be brought later than 1 (one) year from the event that gave rise to the claim in question.

16 TERM AND TERMINATION

- 16.1 The initial term of this Agreement shall begin on the signature date of the Order Form and continue until the end of the Initial Agreement as defined in the Order Form by the Parties or if no Initial Agreement Term has been defined for thirty six (36) months. Thereafter the Agreement shall be automatically renewed for successive 12 (twelve) month terms unless a written notice of termination has been given by either Party to the other at least 60 (sixty) days prior to the expiration of the initial term or any extension term.
- 16.2 The Customer is entitled to terminate the agreement in writing with immediate effect in whole or in part, if:
- a) Basware materially breached its contractual obligations and fails to remedy such breach within 30 (thirty) days from receipt of a written notice; or
 - b) liquidation proceeding is commenced against Basware, Basware is filed for bankruptcy, Basware has applied for a public summons for its creditors, or Basware has otherwise been found insolvent.
- 16.3 Basware is entitled to terminate the agreement in writing with immediate effect in whole or in part, if:
- a) the Customer has otherwise materially breached its contractual obligations and fails to remedy such breach within 30 (thirty) days from receipt of a written notice; or
 - b) a liquidation proceeding is commenced against the Customer, the Customer is filed for bankruptcy, the Customer has applied for a public summons for its creditors, or the Customer has otherwise been found insolvent.
- 16.4 In case of termination or expiry of this Agreement for reasons other than as set forth in Section 16.3 above, if so requested by Customer Basware agrees to provide still the Services for a transition period of no more than sixty (60) days as to be mutually agreed by the Parties with the terms and conditions and pricing as per this Agreement unless otherwise agreed by the Parties. At the termination or expiry of this Agreement Basware will handover to Customer its Customer Data, which is in Basware's possession.

17 ASSIGNMENT OF AGREEMENT

- 17.1 Customer is not entitled to transfer the Agreement to any third party without a prior written consent of the other party.
- 17.2 Basware shall be entitled for the purpose of restructuring to transfer the Agreement, in whole or in part, to an Affiliate of Basware or to a third party to which the whole business concerning the Services under the Agreement is transferred. Basware shall inform the Customer about the transfer before the transfer. Basware shall also be entitled to transfer its receivables under the Agreement to a third party.

18 NON-RECRUITMENT

- 18.1 Excluding applications of either Party's personnel based on general open recruitment notices, neither Party shall actively recruit an employee of of the other Party, who has taken or takes care of essential duties relating to the Services or Project Services, or make any other arrangement that would result in the employment of such employee by the a Party, within six (6) months after the end of the employment with a Party or the end of the performance of the Services or Project Services.

19 NOTICES

- 19.1 All notices submitted or given hereunder shall be addressed to the contact persons given in this Agreement, Order Form or as notified by such contact persons or their successors from time to time. All notices shall be in writing. Notices excluding normal daily correspondence Between customer and Basware (which can be done by email also) shall be sent by telefax or e-mail followed by an original letter by courier or certified mail.

20 FORCE MAJEURE

- 20.1 In the event that a Party is prevented from fulfilling its obligations under the Agreement due to circumstances beyond its control, which it should not reasonably have taken into consideration at the time of signing the Agreement and which it could not avoid or overcome, such party may postpone the time of performance and shall be relieved from liability for damages and other sanctions.
- 20.2 Responsibilities and obligations specified in the Agreement are subject to immediate fulfillment after the end of Force Majeure circumstances unless otherwise agreed to jointly in writing, by both Parties.

21 APPLICABLE LAW AND DISPUTE RESOLUTION

- 21.1 This Agreement shall be governed by the laws of country of incorporation of Basware.
- 21.2 Any dispute, controversy or claim arising out of or in connection with these terms, or the breach, termination or invalidity thereof, that cannot be settled by negotiations between the Parties, shall be finally settled by arbitration in accordance with the local competent courts.
- 21.3 Nothing herein shall be deemed to prevent a Party from seeking interim injunctive relief or such other relief as may be available subject to applicable law.

22 MISCELLANEOUS

- 22.1 Nothing in this Agreement is intended to or shall operate to create a partnership between the Parties, or authorise either Party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).
- 22.2 This Agreement does not confer any rights on any person or party (other than the Parties to this agreement and, where applicable, their successors and permitted assigns).
- 22.3 A waiver of any right under this Agreement is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and to the circumstances for which it is given.
- 22.4 Unless specifically provided otherwise, rights arising under this Agreement are cumulative and do not exclude rights provided by law. All Basware standard descriptions of services, Service Level Agreements and other Basware standard service documents (hereinafter "Appendices") referenced herein in this Agreement are to be considered an integral part of the Agreement although they may be maintained and changed separately. By signing this Agreement Customer acknowledges and accepts the content of such referenced Appendices. Such Appendices have been provided to the Customer at signing or may be provided later at the request of the Customer. In case of conflict the specific provisions of the Appendix takes precedence over the

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generic text of the Agreement provided that it is clearly and unequivocally specified in the Appendix which section or sections of the Agreement that have been changed, replaced or supplemented. Each reference to any of the referenced Appendices is to be considered as referencing the most recent version of such Appendix.

- 22.5 If any part of this Agreement or any Appendix thereto is held to be invalid or unenforceable such determination shall not invalidate any other provision of this Agreement or Appendix thereto; and the Parties shall attempt, through negotiations in good faith, to replace any part of this Agreement or Appendix so held to be invalid or unenforceable. The failure of the Parties to reach agreement on the replacement provision shall not affect the validity of the remaining part of this Agreement.