

# UNIVAC nv

## Data Room Terms

### UNIVAC nv Data Room Site Access Terms & Conditions

#### Introduction

UNIVAC NV (herein "UNIVAC") operates a proprietary Electronic Data Room through which confidential information is provided.

You, the User, desire to have access to the Electronic Data Room, and UNIVAC desires to offer to User access to the Electronic Data Room, all on the terms and subject to the conditions provided herein.

#### 1. License.

UNIVAC grants to User a limited, personal, non-transferable, non-exclusive revocable license to access and use the Electronic Data Room as determined by UNIVAC, upon the terms and subject to the conditions set forth herein. The Data Room is restricted by UNIVAC and may only be accessed by those Users to whom a data room key/license has been assigned. UNIVAC may suspend User's license at any time in its sole discretion.

#### 2. Consent.

User consents to UNIVAC's collection and reporting of all actions taken within the Data Room.

#### 3. User Obligations; Certain Operating Procedures.

(a) Computer Equipment. User will furnish any computer equipment necessary for User to access the internet and use the Electronic Data Room. User will provide its own communication line(s), Internet Service Provider, and any other equipment and technology necessary in order for it to access and use the Electronic Data Room.

(b) Access. User represents and warrants that User's use of the Electronic Data Room will not violate any law, regulation, or statute. User will comply with the terms established by both the confidentiality agreement or non disclosure agreement executed between User and UNIVAC and with UNIVAC's terms and conditions outlined herein for the Data Room to which the User is granted access.

(c) ID and Password. In order to obtain access to the Electronic Data Room, User must register with UNIVAC and UNIVAC will assign an online profile, including selection of an ID and a temporary password. User represents and warrants that all information provided by User to gain access to the Electronic Data Room services is and will be complete and accurate. To access the Data Room, User will be given a login profile with the data room key that has been assigned to User for that restricted Data Room. Hereinafter, ID's, passwords, and data room keys are referred to collectively as "Authentication Information."

(d) User will take such actions as are necessary in order for it to maintain the confidentiality of, and prevent the unauthorized use of, User's Authentication Information. User will notify UNIVAC immediately in writing if User determines, or has reason to believe, that an unauthorized party has gained access to any Authentication Information. (ii) As a condition for gaining access to the Electronic Data Room, User authorizes UNIVAC to rely upon any information and/or instructions set forth in any data transmission using the Authentication Information, without making further investigation or inquiry, and regardless of the actual identity of the individual transmitting the same, in connection with the operation of the

Electronic Data Room. Use of the Authentication Information, whether or not authorized by User, shall be solely the responsibility of and at the risk of User. USER SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS UNIVAC AND ITS AFFILIATES FROM ANY CLAIM, PROCEEDING, OR DAMAGES BASED UPON ANY USE, MISUSE, OR UNAUTHORIZED USE OF USER'S AUTHENTICATION INFORMATION.

#### **4. Confidentiality and Related Obligations.**

(a) The information contained in the Data Room, is confidential and may be proprietary or legally privileged information of UNIVAC, and is covered under the terms of the non disclosure and/or confidentiality agreement executed by the registered user with UNIVAC. The information in the data room is intended solely for the use of the registered user. Copying or retransmission of any information contained herein by any other person is unauthorized. User must not, directly or indirectly, use, disclose, distribute, print, or copy any material if you are not the intended user.

#### **5. Security.**

(a) Our Website only uses cookies (and other means of security) to identify Users and User's interests as disclosed by User, and to track usage of the Electronic Data Room and online web form.

(b) UNIVAC has implemented reasonable operational security in order to maintain information from loss, misuse, alteration or destruction. Only authorized UNIVAC personnel and contractors are provided access to information, and these employees and contractors are required to treat this information as confidential. Despite these precautions, UNIVAC cannot guarantee that unauthorized persons will not obtain access to User information.

#### **6. Information Disclaimer; Limitation of Liability.**

(a) Disclaimer Regarding the Electronic Data Room. User acknowledges that software programming is inherently complex. User accepts the risk that the operating system, software, and documents included in the Electronic Data Room, from time to time may contain inaccuracies and may be adversely affected by computer viruses, unknown programming difficulties resulting in incorrect information or system malfunctions or shut-downs. However, UNIVAC will use reasonable commercial efforts to correct any inaccuracies expressly made known to it and to correct and/or remove (as appropriate) any computer viruses and other system malfunctions and shut-downs that are within its control. In addition, user acknowledges that there are risks inherent in Internet connectivity that could result in the loss of User's privacy and confidential information.

UNIVAC DOES NOT WARRANT OR REPRESENT THAT THE Electronic Data Room SERVICE WILL BE UNINTERRUPTED, ERROR-FREE, OR 100% SECURE.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, UNIVAC DISCLAIMS ANY AND ALL WARRANTIES NOT EXPRESSLY STATED IN HEREIN INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. USER IS SOLELY RESPONSIBLE FOR THE SUITABILITY OF THE SERVICES CHOSEN. ALL SERVICES ARE PROVIDED ON AN "AS IS" BASIS.

(b) The Information contained in the Data Room is indicative only, subject to change and does not constitute an offer to purchase or sell securities and simply sets out information to allow Users to consider and evaluate the merits of a proposed transaction with UNIVAC. The Electronic Data Room is not an offer of any financial or other products, goods or services other than the data room service.

(c) Neither UNIVAC nor its advisors, has (and will not have) any responsibility or liability (including in negligence): for, or in connection with, (i) any act or omission directly or indirectly in reliance upon; or (ii) for any expense, loss or other liability directly or indirectly arising from, or in connection with, any omission from or defects in, or any failure to correct any information in this Data Room or any other communication (written or oral) provided by UNIVAC about or concerning UNIVAC, and/or the issue of shares in UNIVAC.

(e) This Data Room includes certain statements with respect to UNIVAC's future operations

and performance of the Company. Such statements reflect various assumptions made by UNIVAC, or which are relevant to, the anticipated operations of UNIVAC. Those assumptions and/or anticipated operations of UNIVAC are and will be subject to uncertainties and contingencies many, if not all, of which are outside the control of the UNIVAC. Therefore, those assumptions and/or anticipated returns may or may not prove to be correct or valid. While the statements and estimates made by UNIVAC and contained in this Data Room genuinely represent the views of UNIVAC, they involve subjective judgment and analysis which may or may not be correct. No representations or warranties are (or will be made), and no responsibility or liability (including in negligence) is (or will be) accepted by the UNIVAC or its advisors as to the truth, accuracy or completeness of such statements, assumptions or estimations or projections (and no such representations or warranties should be inferred).

IN NO EVENT SHALL UNIVAC OR ITS OFFICERS, DIRECTORS, OWNERS, EMPLOYEES, ADVISORS, AGENTS OR AFFILIATES BE LIABLE DIRECTLY OR INDIRECTLY TO USER OR ANY PARTY CLAIMING THROUGH IT FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS AND DAMAGES THAT COULD HAVE BEEN AVOIDED BY THE USE OF REASONABLE DILIGENCE, ARISING OUT OF THE USE OF THE Electronic Data Room, AND REGARDLESS OF THE NATURE OR CAUSE OF SUCH DAMAGES EVEN IF UNIVAC HAS BEEN ADVISED OR SHOULD BE AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

#### **7. Termination.**

(a) At its sole election at any time, UNIVAC may temporarily or permanently suspend the rights of User to access the Electronic Data Room or any part thereof.

#### **8. Other.**

(a) For questions or concerns about the terms & conditions set forth herein, please contact UNIVAC's Managing Director (see contact details on UNIVAC Website).

(b) Acceptance and Changes. User accepts the terms outlined herein by clicking below. If User does not click below, it may not use the Electronic Data Room. UNIVAC reserves the right to amend these terms at any time. The continued use of the Electronic Data Room by User constitutes acceptance of such changes or amendments.

(c) Electronic Signature. By logging into the Electronic Data Room, User intends to, and does agree to comply with terms & conditions outlined herein.