

End-User License Agreement (EULA)

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PLEASE NOTE THAT YOU MAY NOT USE, COPY, MODIFY OR TRANSFER THE PROGRAM OR DOCUMENTATION OR ANY COPY, EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT.

1 Introduction

This EULA applies to libC proprietary software products that are used in or used to access libC products and services and that are hereby licensed to Customer. Unless otherwise agreed in a written contract between libC and Customer, Customer explicitly accepts the following terms and conditions when the Licensed Material is installed or used for any purposes. It is prohibited to install or use the Licensed Material in any manner if Customer does not agree to the terms and conditions of this agreement.

1.1 Definitions

1.2 Customer

Person, company or organization who is installing and / or using the Licensed Material

1.3 Affiliate

Any entity, whether incorporated or not, which presently or in the future, directly or indirectly owns, is owned by, or is under common ownership with Customer, by virtue of a controlling interest of 50% or more of the voting rights or the capital

1.4 Licensed Material

libC proprietary software, firmware, and middleware and the corresponding documentation, associated media, documents on paper or electronically. For the purposes of this Agreement, the term "Licensed Material" also includes any updates or upgrades to the Licensed Material to which Customer is entitled to and which are made available to Customer by libC.

1.5 Normal Use

"Normal Use" for the purpose of this Agreement shall mean the, in full or parts, downloading, saving, transferring, converting, executing and reproduction of programs in machine-readable form for the purposes of executing program instructions for Authorized internal Use or Authorized external Use, including temporarily producing the copies required for those activities in accordance with the respective user documentation.

Normal Use shall include Customer's right to produce archival and backup copies. The use of such copies may not lead to an expansion of the scope of the right of use. Archival and backup copies shall also be identified as such.

Furthermore, Customer shall be entitled to temporarily use the Licensed Material on a backup system in the event of the breakdown of the designated IT system.

"Normal Use" does not include any rights to alter, modify, reverse engineer, decompile, disassemble, make derivative works, rent, lease, disclose, sublicense, or otherwise transfer the Licensed Material, related documentation, or other proprietary information of partner.

1.6. Authorized internal Use

Authorized internal Use for the purpose of this Agreement means the right for the Customer and its Affiliates to use Licensed Material for internal purposes such as its internal infrastructure and internal network, its own staff and the internal tools necessary for its own business activity.

1.7. Authorized external Use

Authorized external Use for the purpose of this Agreement means the right of the Customer and its Affiliates to use the Licensed Material to allow its own customers to access its internal network and use the commercial services offered by the Customer and its Affiliates.

Authorized external Use does not include the right to sell authentications services to third parties or to produce, register or distribute certified registered Public Trust Certification Authorities.

2 License Grant

Subject to the terms and conditions of this Agreement, and upon full payment of the applicable license fees and acceptance of these terms by Customer when the Licensed Material is installed and / or used, libC grants to Customer and its Affiliates a personal, non-transferable, non-exclusive, limited license to use the Licensed Material solely for the purposes of an Authorized internal Use or an Authorized external Use. Any other use of the Licensed Material is expressly excluded unless otherwise agreed in writing by the parties. Customer shall use the Licensed Material in compliance with Normal Use.

Depending on the purchased license and the licensing model Customer has the right to use the Licensed Material solely for the same number of libC products for which Customer has paid the license fee.

The Customer and its Affiliates shall not be entitled to use the Licensed Material to sell authentications services to third parties or to produce, register or distribute certified registered Public Trust Certification Authorities.

The Customer shall not receive any fees and/or royalties from third parties for the use of the Licensed Material.

This provision shall remain valid even if the License Agreement is terminated by libC or by the Customer.

2.1 Expiration of Usage Rights

Upon expiration of the usage rights the Licensed Material must be immediately uninstalled and delete all copies. Upon libC request Customer shall confirm to libC that the Licensed Material has been permanently deleted. Customer may archive the Licensed Material if statutory provisions oblige Customer to do so.

The rights to use the Licensed Material expires without further notice if:

- 2.1.1 The license fee remains unpaid for more than 120 days after the due date of the invoice

- 2.1.2 The subscription has been terminated by either libC or Customer
- 2.1.3 The evaluation period has expired

2.2 Ownership and Property Rights

Customer shall be entitled only to the rights to use the Licensed Material that are expressly granted under this Agreement. All other rights, particularly proprietary rights, including, but not limited to, intellectual property rights, Copyrights, industrial property rights to the Licensed Material, and all usage rights not expressly granted shall remain the property of libC or the owner of the property rights to the Licensed Material.

Any property rights, including, but not limited to, intellectual property rights, Copyrights, industrial property rights arising of services provided as part of Maintenance and Support shall belong to libC; Customer shall be entitled to use them in accordance to this Agreement.

2.3 Acceptance of the Licensed Material

Customer shall conduct a prompt acceptance test of the delivered or available Licensed Material. The Customer must notify libC of any defects within 30 (thirty) business days from the discovery of the defect (Defect notification).

The acceptance shall be deemed issued if Customer does not issue a Defect Notification within 30 (thirty) days since delivery or availability of the Licensed Material or if it commences productive use of the Licensed Material.

The Customer's warranties are set by Art. 4 solely.

2.4 Delivery

The delivery of the License shall occur at libC' option by making them available electronically for download or delivering them on a data medium. The Licensed Material shall be delivered in their most recent version released for sale by libC.

2.5 License key

Depending on the Licensed Material a license key may be required to activate the Licensed Material. A license key may be issued for, but not limited to, i.) a licensing period, ii.) a number of users, servers, applications or libC products or iii.) certain features. In case of Software License Subscriptions or Test- and evaluation Licenses the license keys may expire at the end of the licensing period.

3 Warranty of Title

3.1 Content

libC represents that it has developed the Licensed Material itself and owns the applicable industrial property rights, particularly the copyrights.

3.2 Obligation to Defend

Should third parties exercise claims against Customer for infringement of their alleged intellectual property rights concerning the use of the Licensed Material by Customer in accordance with this Agreement, Customer shall immediately inform libC in writing of such claims, shall authorize it to conduct the defense, including reaching a settlement, and shall reasonably support libC in its efforts. In such a case, libC shall assume the defense at its own expense and shall indemnify Customer for any costs and damages finally awarded by a court of law. Customer is not entitled to any other claims in the event of an infringement of intellectual property rights and any further warranty is excluded.

3.3 Preventive Measures

If it emerges that, in the view of libC, the Licensed Material does or could infringe the intellectual property rights of third parties, libC shall at its choice either i.) perform modifications at its own expense in order to eliminate the potential infringement of intellectual property rights, ii.) commence negotiations to acquire the respective rights from the authorized third party or iii.) be entitled to take back the Licensed Material. In such a case, Customer shall solely have the right to a refund of the license fees that it has paid, subject to a deduction of an appropriate fee for their interim use.

3.4 Release

libC shall be released from the aforementioned obligations if an intellectual property right claim arises on the basis that Customer has changed the Licensed Material, has used them in conjunction with other programs or under usage and operating conditions other than set out in this Agreement.

3.5 Open Source

The Licensed Material may include open source software components pursuant to the provisions of the applicable open source license terms. Customers right to use such components, the respective obligations and other terms associated with the use are determined exclusively and conclusively according to the applicable open source license. The open source software is provided "AS IS," without any warranty or liability. libC explicitly excludes any warranty or liability arising in connection with open source components according to section 5.3. Customer agrees that all open source software shall be and shall remain subject to the terms and conditions under which it is provided.

Copyrights to the open source software are held by the copyright holders indicated in the respective copyright notices.

Upon Customers request libC provides a list of open source software components which have been integrated in the Licensed Material.

4 Warranty of Quality

4.1 Warranty of Program Functionality

libC warrants the operability of the initial delivered Licensed Material under this Agreement.

A defect in the Licensed Material covered under warranty shall exist when the Licensed

Material, despite being used in compliance with Normal Use, are deviating from the agreed functionality and performance to an extent which abolishes or greatly impairs their fitness for use. In such an event libC shall perform services to correct defects in the latest, unaltered version of the Licensed Material which have been properly documented and reported to it within the warranty period of 6 (six) months of the date of acceptance set out in section 2.2.

The right to a reduction of fees or substitute performance as well as any further warranties are expressly excluded.

libC reserves itself the right to terminate the contract if the correction of defects is impossible or involves significant costs.

4.2 Limitation of Warranty

libC cannot warrant that the Licensed Material can be used without interruptions and errors in all of Customer's intended combinations with all data, IT systems, workflow processes or other programs. libC does not give a warranty for the suitability of the Licensed Material for a specific purpose or for its economic efficiency.

4.3 Exclusion of Warranty

libC shall be released from its warranty obligations to the extent that a defect is caused by circumstances that are not attributable to it, such as:

- 4.3.1 Changes in the usage and operating conditions described in the respective manuals
- 4.3.2 Changes made to the Licensed Material by Customer or third parties
- 4.3.3 Impacts by systems or programs not licensed by libC

Should a defect be attributable to Customer, for example, if a user error occurred or if additional efforts are incurred due to Customer having failed to fulfill its obligation of cooperating with and providing adequate documentation to libC, libC is entitled to invoice Customer on a time and material basis for the actual costs incurred by services to remedy the defect.

5 Liability

5.1 Scope

The liability of libC for direct damages incurred by Customer resulting from or in connection with the fulfillment of this Agreement, irrespective of its legal basis (such as default, non or incorrect performance, breach of duty, warranty, etc.), shall be limited to:

- 5.1.1 The One-off license fee in case of a Perpetual Software License independent of whether a Maintenance contract is in place or not;
- 5.1.2 The One-off annual subscription fee in case of a Software License Subscription

This limitation shall not apply to any liability for culpably caused personal injuries/bodily harm and the consequences set out in Section 3 for intellectual property rights indemnification.

5.2 Force Majeure

libC shall not be held liable if it is prevented from performing the services set out in this Agreement in a timely and appropriate manner due to reasons beyond its control.

The deadlines for performing such services shall be extended based on the duration of the impact of the circumstances that are beyond libC' control.

5.3 Exclusion

Any further liability of libC is excluded, including, but not limited to, any liability of libC resulting from the use of the Licensed Material, for the results of such use, loss of data and indirect or consequential damages, such as loss of profits, loss or interruptions of business, non-realized savings, additional efforts and expenses by Customer or third party claims, shall be excluded.

6 Control and Security of the Licensed Material

Customer shall recognize the ownership, the copyrights and the industrial property rights of libC of such rights to the Licensed Material, abstain from committing any offence against the existence and extent of these rights for the duration of the license granted to it, take every action in accordance with the instructions of libC to protect the rights of libC of such rights to the Licensed Material, and provide libC with reasonable support, upon request of libC, at libC' cost, to defend the industrial property rights. Customer shall particularly apply or leave the proprietary notice of libC on all full or partial copies of the Licensed Material.

Customer shall take the organizational and technical measures within its business which are required to protect the Licensed Material from unintentional disclosure or access, theft or misuse by unauthorized parties. In particular, Customer shall delete all parts of the Licensed Material stored on computer systems or storage media prior to their transfer and/or destruction.

7 Test and Evaluation Licenses

The terms and conditions of this Agreement also apply for the use of the Licensed Material for test- and evaluation purposes considering the following modifications and conditions:

- a) The Licensed Material is provided “as is”, and Customer understands that it assumes all risks of its use, quality, and performance. Customer agrees and acknowledges that the assignment of test- and evaluation licenses is subject to the prior consent of libC expressed in writing or by e-mail
- b) Any and all liabilities of libC are excluded, including, but not limited to, intellectual property rights, loss of data, direct, indirect or consequential damages, such as loss of profits, loss or interruptions of business, non-realized savings, additional efforts and expenses by Customer or third-party claims. Customer agrees and acknowledges that libC shall have no liabilities whatsoever to Customer;
- c) Any and all warranties of libC are excluded. Customer agrees and acknowledges that libC shall have no responsibilities whatsoever to Customer, including, but not limited to, correct any defects or problems in the Licensed Material, or to assure that the Licensed Material operates properly;
- d) Evaluation licenses are granted free of charge and for a limited period of time of 60 (sixty) days. Upon request of Customer, libC may extend the evaluation period for a longer period of time.

8 Miscellaneous

8.1 Reference

libC can indicate the name of Customer as reference. The range of any further reference indications will be agreed between the parties by e-mail or in writing.

8.2 Export Control

Customer is aware that the export of the Licensed Material may be subject to export control and Customer shall comply with the respective provisions.

9 Final Provisions

9.1 Severability

If individual provisions or parts of this Agreement prove to be void or ineffective, the validity of the remaining parts of the Agreement shall not be affected. In such a case, the parties shall amend the Agreement in such way that the purpose of the void or ineffective part is achieved as best as possible.

9.2 Applicable Law

This Agreement shall be governed by Swiss law, with the exclusion of the United Nations Convention on Contracts for the International Sale of Goods.

9.3 Place of Jurisdiction

If the contracting parties fail to resolve differences amicably despite respective efforts, the competent court at the domicile of libC shall have exclusive jurisdiction over any disputes arising from or in connection with this Agreement. libC however reserves its right to bring an action against Customer at Customer's domicile.