

Software License Agreement

NCP Secure Entry Client

As of: November 2017



Important Note:

In case you have procured an „Academic Edition License“ of NCP Software, only the NCP engineering Software License Agreement for the Academic Edition shall apply (see SECTION 2).

SECTION 1

NCP engineering GmbH NCP Secure Entry Client Software License Agreement

The terms of the License for use by you, the end user (referred to hereinafter as 'the Licensee') of NCP software are set out below. By reading and accepting this notice, you agree to these terms and conditions, so please read the text below carefully and completely. If you do not accept the terms of this agreement, you cannot use or install the software.

1. Subject of the Agreement

1.1 The subject of this agreement between you and NCP Software engineering GmbH (hereinafter "NCP", this agreement hereinafter also referred to as this "Agreement") is the software program NCP Secure Entry Client for Windows or NCP Secure Entry macOS Client, as applicable and in each case as supplied in file form (each referred to hereinafter as the "Software"), including the program description and other related written materials (hereinafter the "Documentation").

1.2 The Software uses Open Source Software components which are listed in Appendix 1. Such components shall be governed exclusively by the applicable Open Source Software license terms listed in Appendix 1.

2. Scope of Rights of Use

2.1 NCP grants the Licensee a simple, non-exclusive, non-sublicensable, perpetual right to install and use the Software on one single computer (also referred to hereinafter as "the License"). In case various operating systems are installed on the single computer (virtual environments), a separate License is required for every installed virtual environment. Any additional use requires NCP's prior written consent.

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2.2 The Licensee may not:

- (i) alter, translate, downgrade, decompile, reverse engineer, disassemble or otherwise modify the Software or attempt or allow a third party to do so, unless any such activity is permitted under applicable mandatory copyright laws (Section 69 e of the German Copyright Act);
- (ii) create derivative works of the Software or create copies of the Software beyond the limits permitted under mandatory copyright law, or reproduce the Documentation or other materials related to the Software.

2.3 The License grant is subject to the following dissolutive conditions, provided that in case either of the following cases occurs the License shall automatically terminate without need for notice:

- (i) if the Licensee breaches any of the terms set forth in Sections 2.1, 2.2 or 3. of this Agreement, or
- (ii) in case the purchase agreement underlying the grant of the License is invalid or rescinded by either Party.

2.4 Furthermore, the Parties may contractually agree in the purchase contract that the License shall automatically terminate in the event of Licensee's default in payment.

2.5 NCP reserves all rights in the Software which NCP does not explicitly grant to the Licensee under this Agreement. In particular, but without limitation to the following, NCP reserves all rights of publication, copying and reproduction (to the extent this Agreement does not explicitly provide otherwise and to the extent the Licensee does not have a right to copy the Software under applicable mandatory copyright law provisions), as well as to make modifications to the Software.

2.6 Upon termination of the License, the Licensee must de-install the Software and destroy the Software as well as any copies thereof, including any amended versions of the Software and the Documentation, and confirm the same in writing upon NCP's request.

2.7 NCP is authorized to control the Licensee's observance of the license terms set forth in Sections 2.1 and 2.2 of this Agreement by way of an audit to be carried out by an independent auditor not more than once a year during regular business hours and with reasonable prior notice, provided that the audit may not unreasonably interrupt the Licensee's business operations. At any time, confidentiality obligations of the Licensee towards third parties, the integrity of the Licensee's computer system and applicable data protection regulations shall be reasonably taken into account. For the purposes of the audit, NCP may request information from the Licensee on the observance of the license terms set forth in Sections 2.1 and 2.2. Should the information submitted by the Licensee not be appropriate or should NCP reasonably believe the information submitted is not comprehensive or incorrect, NCP may, either itself or via an independent auditor, who shall be subject to appropriate confidentiality obligations, inspect the computer systems of the Licensee on which the Software is installed and running in order to and to the extent necessary to verify the observance of this Agreement. The Licensee shall grant NCP and/or the auditor reasonable access to its computer systems as required to conduct the audit. In the event that the audit reveals an excess of numerical

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license restrictions by 5% or more, or in case that the Licensee is in breach of the license restrictions under Sections 2.1. or 2.2 in any other form, the Licensee shall bear the costs of the audit. Further claims of NCP for damages or additional payment of licence fees shall remain unaffected.

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To the extent the Software is provided without a technical protection against copying, the Licensee may make a single spare copy for backup purposes only. That spare copy must be marked as the copyright of NCP or include a notice to that effect therein. Copyright notices already present in the Software and any registration numbers contained therein may not be removed. Other than to the extent expressly permitted by provisions of mandatory law, the Licensee is expressly prohibited from copying or otherwise reproducing the Software or Documentation in whole or in part, in their original or amended form or as combined with or integrated into other software programs.

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Furthermore, any partial or temporary transfer of the Software to a third party against remuneration, in particular by way of any rental or leasing arrangement is expressly prohibited, unless with the specific, express prior written consent of NCP.

4. Damages in the event of breach of contract

NCP advises you that you as the Licensee are liable for any damages caused to NCP based on breach of copyright as a result of you breaching this Agreement.

5. Liability for defects and third party right infringements

5.1 NCP's liability for defects of the Software, including defects in title (collectively "Defects") shall be governed by this Section, unless otherwise provided in Section 6 (Third Party Rights).

5.2 The Licensee understands and accepts that in accordance with the present state of the art it is impossible to develop computer programmes, in particular those which are combined with other programmes or systems, in a manner so that they work entirely free of errors. Under the current state of the art it is not possible to warrant that the Software will operate free of interruptions or deficiencies, nor to warrant the complete removal of any Defects in the Software. The contractually agreed characteristics of the Software (i.e. the measurement criteria for the suitability, operability and dedicated usability) are therefore exclusively determined and set forth in the NCP data sheet as related to and delivered along with the Software. Only

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substantial deviations from the respective NCP data sheet which result in a limitation of the functionalities described therein shall qualify as a Defect. Individual requirements of the Licensee shall only be deemed as part of the contractually agreed characteristics of the Software, in case and to the extent the Parties have defined such characteristics expressly in writing in a jointly developed solutions design document.

5.3 Any liability of NCP for Defects under this provision requires that the Licensee has notified NCP of the Defect concerned without delay in writing and during the limitation period. In case of such written notification of a Defect, NCP shall have the right to make two attempts to remedy the Defect following reasonable remedy periods in each case, and for that purpose and at NCP's discretion to either repair the Defect or deliver a replacement solution. To the extent reasonably acceptable for the Licensee, NCP shall further have the right to remedy the Defect by providing a work around or alternative solution. The Licensee shall provide NCP with all reasonable assistance in remedying the Defect, including, in particular, that Licensee shall send in the Software (as in usage at the time the Defect occurred) upon NCP's request and to provide computing capacity as well as to install corrections or replacement solutions as provided by NCP. In case NCP's efforts to remedy the Defect should fail after a second attempt within a reasonable period of time, the Licensee shall have the right to rebate the remuneration paid or payable for the license key(s) of the Software concerned, or – following a final written warning – to rescind from the order of the License Key(s) concerned. Any eventual claims for damages by the Licensee shall remain unaffected, provided that NCP's liability in this respect shall be exclusively governed by Section 7 (Liability). The Licensee agrees and acknowledges that NCP has successfully remedied a Defect within the meaning of this Section 5.3 in the event that NCP either (i) brings out and makes available to the Licensee within two (2) months following the Licensee's notification of the Defect a new version of the Software, in which the Defect concerned is remedied, or (ii) in case NCP does not make available such a new version, if NCP remedies the Defect within three (3) months following the notification of the Defect by the Licensee in accordance with the modalities set forth above or by providing a replacement or a work around solution.

5.4 Any claims for Defects are subject to a limitation period of 12 months from the beginning of the limitation period under statutory law. The foregoing shall not apply in the cases listed in Section 7.2. In these cases, the statutory provisions of statute of limitation shall apply without alteration.

5.5 The Parties agree that any guarantee shall require an express written agreement in which the guarantee must be explicitly identified as a "Guarantee".

5.6 To the extent any actual occurrence of problems is the result of third party software products or of the hardware used by the Licensee, rather than of the Software made available by NCP, the Licensee shall have no warranty claims against NCP with view to such problems. Correspondingly, the same shall apply to the extent the Licensee has used the Software in breach of the provisions of this Agreement or to the extent the Licensee or a third party acting on his behalf has made changes or modifications to the Software, or in the event of insubstantial deviations from the contractually agreed characteristics of the Software.

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7.1 Subject to the provisions in Section 7.2, NCP's statutory liability for damages shall be limited as follows:

- (i) NCP shall be liable only up to the amount of damages as typically foreseeable at the time of entering into the contract in respect of damages caused by a slightly negligent breach of a material contractual obligation (i.e. a contractual duty the fulfilment of which is essential for the proper execution of the contract, the breach of which endangers the purpose of the contract and on the fulfilment of which the Licensee regularly relies);
- (ii) NCP shall not be liable for damages caused by a slightly negligent breach of a non-material contractual obligation.

7.2 The aforesaid limitation of liability shall not apply to any mandatory statutory liability (in particular to liability under the German Product Liability Act), liability for assuming a specific guarantee or liability for damages caused by wilful misconduct or gross negligence, or any kind of wilfully or negligently caused personal injuries.

7.3 Licensee shall take all reasonable measures to mitigate and/or to avoid damages, including, in particular, an obligation for Licensee to make back-up copies of data on a regular basis and to carry out security checks (in particular for the purpose of defending or detecting viruses and other disruptive programmes within Licensee's IT System).

7.4 Regardless of the legal grounds giving rise to liability, NCP shall not be liable for indirect and/or consequential damages, including, in particular, loss of profit and loss of interest, unless any such damage has been caused by NCP's wilful misconduct or gross negligence.

7.5 To the extent NCP's liability is limited or excluded, the same shall apply in respect of any personal liability of NCP's legal representatives, employees and vicarious agents.

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9. Choice of Law and final clauses

9.1 This Agreement shall be governed by the laws of Germany with the exception of the United Nations Convention on the International Sale of Goods (CISG). The courts of Nuremberg, Germany, shall have exclusive jurisdiction for any disputes arising from or in connection with this Agreement. However, NCP may institute legal proceedings against the Licensee also in any other court having proper jurisdiction over the Licensee.

9.2 Any amendments or additions to this Agreement shall be made in writing.

9.3 Any deviating general terms and conditions, including those which may be contained for instance in an order or delivery confirmation of the Licensee, shall not apply if not agreed upon otherwise by the Parties in written form.

9.4 In case any provision of this Agreement is or will be held invalid or unenforceable or if this Agreement is incomplete, the remainder of this Agreement shall continue in full force and effect.

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SECTION 2

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1. Subject of the Agreement

1.1 The subject of this agreement of NCP engineering GmbH (hereinafter referred to as "NCP") is the use of an "Academic Edition" of NCP Secure Entry Client software supplied in file form (referred to hereinafter as the "Software") for the purpose of research and education, including the programme description and other related written materials (hereinafter the "Documentation").

1.2 Any and all rights which Licensee obtains by virtue of this Agreement as well as the use of the term "Software" within this Agreement shall relate solely to the "Academic Edition" of the Software. As a precedent condition for Licensee to obtain a right to use the Software, Licensee must have evidenced to NCP that Licensee is a student/pupil (from the age of 14) of a public or private education establishment ("**Student Status**") or that he is employed as a research, teaching or administrative professional at such an education establishment ("**Professional Status**"). Any and all rights to the Software which are granted to Licensee by virtue of this Agreement shall be limited in time to the duration of his Student Status or Professional Status., i.e. they shall end automatically, without further notice, upon Licensee's breaking off, completion or any other termination of his studies or upon termination or expiry of his employment agreement.

1.3 NCP shall have the right to request the Licensee at any time – however no more than once per calendar year – to provide current evidence of the continuance of his Student Status or Professional Status (Section 1.2). Licensee shall correspond to such request without undue delay by providing the required evidence. In case Licensee does not provide the required evidence within eight (8) weeks as of receipt of NCP's request, NCP may claim (only up to once per calendar year) a penalty in the amount of one thousand EUR (EUR 1.000). Any claims for damages which NCP may have beyond this amount shall remain unaffected.

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2.1 For the term of Licensee's Student Status or Professional Status according to Section 1.2, NCP grants the Licensee a non-exclusive, non-sublicensable right to install and use the Software on one single computer (also referred to hereinafter as "the License"). In case various operating systems are installed on the single computer (virtual environments), a separate License is required for every installed virtual environment. The License shall terminate automatically upon termination of Licensee's Student Status or Professional Status (Section 1.2).

2.2 The Licensee may not:

- (i) alter, translate, downgrade, decompile, reverse engineer, disassemble or otherwise modify the Software or attempt or allow a third party to do so, unless any such activity is permitted under applicable mandatory copy right laws (Section 69 e of the German Copyright Act);
- (ii) create derivative works of the Software or create copies of the Software beyond the limits permitted under mandatory copyright law, or reproduce the Documentation or other materials related to the Software.

2.3 The License grant is subject to the following dissolutive conditions, provided that in case either of the following cases occurs the License shall automatically terminate without need for notice:

- (i) if the Licensee breaches any of the terms set forth in Sections 2.1, 2.2 or 3. of this Agreement, or
- (ii) in case the agreement underlying the grant of the License is invalid or is terminated by either Party.

2.4 NCP reserves all rights in the Software which NCP does not explicitly grant to the Licensee under this Agreement. In particular, but without limitation to the following, NCP reserves all rights of publication, copying and reproduction (to the extent this Agreement does not explicitly provide otherwise and to the extent the Licensee does not have a right to copy the Software under applicable mandatory copyright law provisions), as well as to make modifications to the Software.

2.5 NCP expressly reserves the right to contractually agree with the Licensee that the License shall automatically terminate in the event of Licensee's default in payment.

2.6 Upon termination of the License, the Licensee must deinstall the Software and destroy the Software as well as any copies thereof, including any amended versions of the Software and the Documentation, and confirm the same in writing upon NCP's request.

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5. Duration of this Agreement

This Agreement shall apply for the duration of Licensee's Student Status or Professional Status.

6. Damages in the event of breach of contract

NCP advises you that you as the Licensee are liable for any damages caused to NCP based on breach of copyright as a result of you breaching this Agreement.

7. Liability for defects and third party right infringements

7.1 NCP's liability for defects of the Software, including defects in title (collectively "Defects") shall be governed by this Section, unless otherwise provided in Section 8 (Third Party Rights).

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7.2 The Licensee understands and accepts that in accordance with the present state of the art it is impossible to develop computer programmes, in particular those which are combined with other programmes or systems, in a manner so that they work entirely free of errors. Under the current state of the art it is not possible to warrant that the Software will operate free of interruptions or deficiencies, nor to warrant the complete removal of any Defects in the Software. The contractually agreed characteristics of the Software (i.e. the measurement criteria for the suitability, operability and dedicated usability) are therefore exclusively determined and set forth in the NCP data sheet as related to and delivered along with the Software. Only substantial deviations from the respective NCP data sheet which result in a limitation of the functionalities described therein shall qualify as a Defect. Individual requirements of the Licensee shall only be deemed as part of the contractually agreed characteristics of the Software, in case and to the extent the Parties have defined such characteristics expressly in writing in a jointly developed solutions design document.

7.3 Any liability of NCP for Defects under this provision requires that the Licensee has notified NCP of the Defect concerned without delay in writing and during the limitation period. In case of such written notification of a Defect, NCP shall have the right to make two attempts to remedy the Defect following reasonable remedy periods in each case, and for that purpose and at NCP's discretion to either repair the Defect or deliver a replacement solution. To the extent reasonably acceptable for the Licensee, NCP shall further have the right to remedy the Defect by providing a work around or alternative solution. The Licensee shall provide NCP with all reasonable assistance in remedying the Defect, including, in particular, that Licensee shall send in the Software (as in usage at the time the Defect occurred) upon NCP's request and to provide computing capacity as well as to install corrections or replacement solutions as provided by NCP. In case NCP's efforts to remedy the Defect should fail after a second attempt within a reasonable period of time, the Licensee shall have the right to rebate the remuneration paid or payable for the license key(s) of the Software concerned, or – following a final written warning – to terminate the order of the license key(s) concerned, provided that the Defect is a substantial restriction to the usability. Any eventual claims for damages by the Licensee shall remain unaffected, provided that NCP's liability in this respect shall be exclusively governed by Section 9 (Liability). The Parties agree that NCP has successfully remedied a Defect within the meaning of this Section 7.3 in the event that NCP either (i) brings out and makes available to the Licensee within two (2) months following the Licensee's notification of the Defect a new version of the Software, in which the Defect concerned is remedied, or (ii) in case NCP does not make available such a new version, if NCP remedies the Defect in accordance with the modalities set forth in this Section 7.3 sentences 1-5 within three (3) months following the notification of the Defect by the Licensee or by providing a replacement or a work around solution.

7.4 Any claims for Defects are subject to a limitation period of 12 months from the beginning of the limitation period under statutory law. The foregoing shall not apply in the cases listed in Section 9.2. In these cases, the statutory provisions of statute of limitation shall apply without alteration.

7.5 Any potential statutory fault-independent liability of NCP shall be excluded.

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7.6 The Parties agree that any guarantee shall require an express written agreement in which the guarantee must be explicitly identified as a "Guarantee".

7.7 To the extent any actual occurrence of problems is the result of third party software products or of the hardware used by the Licensee, rather than of the Software made available by NCP, the Licensee shall have no warranty claims against NCP with view to such problems. Correspondingly, the same shall apply to the extent the Licensee has used the Software in breach of the provisions of this Agreement or to the extent the Licensee or a third party acting on his behalf has made changes or modifications to the Software, or in the event of insubstantial deviations from the contractually agreed characteristics of the Software.

8. Third Party Rights

In the event a third party makes a claim against the Licensee that the Licensee's use of the Software in accordance with this Agreement infringes such third party's copyrights or other intellectual property rights in the Software, the Licensee shall immediately inform NCP hereof. Subject to the limitations of liability set forth in Section 9 (Liability) NCP shall hold harmless and indemnify the Licensee from any finally and bindingly asserted third party claims based on defects in title. These claims shall be subject to the limitation period applying for Defects.

9. Liability

9.1 Subject to the provisions in Section 9.2, NCP's statutory liability for damages shall be limited as follows:

(i) NCP shall be liable only up to the amount of damages as typically foreseeable at the time of entering into the contract in respect of damages caused by a slightly negligent breach of a material contractual obligation (i.e. a contractual duty the fulfilment of which is essential for the proper execution of the contract, the breach of which endangers the purpose of the contract and on the fulfilment of which the Licensee regularly relies);

(ii) NCP shall not be liable for damages caused by a slightly negligent breach of a non-material contractual obligation.

9.2 The aforesaid limitation of liability shall not apply to any mandatory statutory liability (in particular to liability under the German Product Liability Act), liability for assuming a specific guarantee or liability for damages caused by wilful misconduct or gross negligence, or any kind of wilfully or negligently caused personal injuries.

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9.3 Licensee shall take all reasonable measures to mitigate and/or to avoid damages, including, in particular, an obligation for Licensee to make back-up copies of data on a regular basis and to carry out security checks (in particular for the purpose of defending or detecting viruses and other disruptive programmes within Licensee's IT System).

9.4 Regardless of the legal grounds giving rise to liability, NCP shall not be liable for indirect and/or consequential damages, including, in particular, loss of profit and loss of interest, unless any such damage has been caused by NCP's wilful misconduct or gross negligence.

9.5 To the extent NCP's liability is limited or excluded, the same shall apply in respect of any personal liability of NCP's legal representatives, employees and vicarious agents.

10. Update and new versions of the Software

NCP's providing of updates or new versions of the Software is subject to NCP's entire discretion (in particular with view to the timing of the same).

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The Software may be subject to certain export and/or import control laws and regulations of certain countries. In case any approval by any public authority or compliance with any other official requirements is required for the Licensee's acquisition, carriage, deployment or other contractually agreed use of the Software, the Licensee shall obtain any such approval and/or fulfill any such requirements at the Licensee's own expense and if necessary produce evidence to NCP on demand. The Licensee shall be solely responsible for compliance with any laws, regulations or other binding requirements that may apply to the Licensee's acquisition, carriage, deployment or other contractually agreed use of the Software.

12. Choice of law and final clauses

12.1 This Agreement shall be governed by the laws of Germany with the exception of the United Nations Convention on the International Sale of Goods (CISG). The courts of Nuremberg, Germany, shall have exclusive jurisdiction for any disputes arising from or in connection with this Agreement. However, NCP may institute legal proceedings against the Licensee also in any other court having proper jurisdiction over the Licensee.

12.2 Any amendments or additions to this Agreement shall be made in writing.

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12.3 Any deviating general terms and conditions, including those which may be contained for instance in an order or delivery confirmation of the Licensee, shall not apply if not agreed upon otherwise by the Parties in written form.

12.4 In case any provision of this Agreement is or will be held invalid or unenforceable or if this Agreement is incomplete, the remainder of this Agreement shall continue in full force and effect.

Reference is made to Appendix 1 (Open Source Software components and Applicable Open Source Software licenses).

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Appendix 1 to NCP engineering Software License Agreement

Appendix 1

Open Source Software components and Applicable Open Source Software licenses

The Product NCP Secure Entry Client Software uses the Open Source Software components cURL, Libconfig, Libxml (2.6.30), tclap, Net-SNMP (only for Linux), OpenLDAP (2.3.32), Udis86, OpenSSL and ZLIB, which are governed by the Open Source Software license terms listed in Sections 1 to 8 of this **Appendix 1**.

1. MIT License (Libxml, tclap)

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