



Software License Agreement

Dated: July, 14th 2020

Below, the agreement conditions are listed for the use of Software licensed from certgate by you, the end user (hereinafter referred to as the licensee). By opening the sealed CD-R, other data containers or any software received through electronic networks (Software as a Service) and/or by installing or using the software, you agree to these terms of the agreement. Therefore, please read the following text completely and carefully. If you do not agree to these terms of the agreement, you may not open this CD-R or data container. In this case return the materials and unopened CD-R, data container or delete any software received through networks and other parts of the purchased product (including all printed materials and packaging) immediately to the place, where you purchased them. These mutually agreed terms become an integral part of the contract; they take priority over deviating retail or similar terms of the customer. Deviations, amendments as well as special warranties must be in writing in order to be effective.

1 Subject of the agreement

Subject of the agreement are the programs of certgate recorded on a data carrier (CD) or delivered through networks (ESD) or provided as Software as a Service), the program description and instructions for use as well as other associated printed materials. They are also referred to as „software“ hereinafter. certgate points out, that according to the state of technology it is not possible to create computer software in a way that it works fault-free in all usages and combinations. Therefore, the subject of the agreement is only software that is strictly to be used according to the program description and the instructions for use.

2 Extent of the use

For the duration of this agreement, certgate grants the licensee the simple, non-exclusive and personal right (in the following called the license) to use the enclosed copy of the software on only one workstation or server computer only in only one location. If a network compatible program version has been purchased and this workstation computer is a multi-user system, this right to use applies to all users of this one system. The licensee may transfer the software physically (i.e. stored on a data carrier) from one workstation computer to another, providing that it is used at any time on only one workstation computer. An extended use is strictly prohibited.

If the software was made available to third parties demonstrably as part of products, the right to use only applies to those products of third parties, for which a proper and valid right to use exists. Depending on the type of software, Certgate may request an additional usage fee.

If Software usage rights are granted through a software lease agreement, all usage rights shall terminate with the termination of the software lease agreement.

3 Special Restrictions

The Licensee may not

- 3.1 transfer the software or associated printed materials to third parties or make them accessible to third parties in any other way without the prior written consent of Certgate, if the software usage rights are granted through a software lease agreement.
- 3.2 in all other cases than 3.1, transfer the software or associated printed materials to third parties or make them accessible to third parties in any other way without the obligation to fulfill this license agreement.
- 3.3 transfer the software from a workstation computer over a network or a data transmission channel to another workstation computer,
- 3.4 modify, translate, reverse engineer, decompile or disassemble,
- 3.5 create products derived from the software or duplicate printed materials,
- 3.6 translate or modify the software or create products derived from the printed materials.

4 Ownership of rights

By purchasing the product, the licensee only obtains the ownership of the physical data carrier, on which the software is recorded. This does not include the acquisition of rights of the software itself. certgate reserves all rights to publication, duplication, processing and use of the software.

5 Duplication

The software and the associated printed materials are proprietary. Unless the software is equipped with a copy protection, the licensee may make one reserve copy for safety purposes only. Any copyright notice on the software as well as any recorded registration numbers may not be removed. It is prohibited to copy or duplicate the software in any other way as well as the printed materials in full or partly in original or modified form or together with another software or mixed or integrated in another software.

6 Transfer of rights of use

The right to use the software may only be transferred to third parties only pursuant to the terms of this agreement. If the usage rights are granted through a software lease agreement, software may only be transferred with prior written authorization of certgate. Giving away, renting or leasing the software is strictly prohibited.

Variant to section 6.1, if the software was purchased or licensed for OEM integration or as a reseller (VAR), the right to use may be transferred as follows:

- a) For any software purchased or licensed as OEM-License and intended to be marketed as an integrated part of other software, the right to use and market may be transferred to third parties.
- b) For any software purchased or licensed and intended to be marketed by a Sales Distribution (SD) Partner, Value Added Reseller (VAR) Partner, the right to use may be transferred to a third party, transfer of any rights to third parties to market are excluded and required the written approval by certgate.

7 Term of the agreement

If the usage rights are granted through a software lease agreement, all usage rights and the license agreement shall terminate with the termination of the software lease agreement.

If the usage rights are granted through a software purchasing agreement, the term of the license agreement is indefinite. The right to use the software is terminated automatically without prior notice and regardless of the agreement form, if a term of this agreement is violated. In software rental agreements the right of use is also terminated automatically if

- a) the right of use expires according to the software rental agreement or
- b) payment obligations according to the software rental agreement or license agreement are not fulfilled.

The offers by Certgate, which have been accepted in writing by the licensee, are also considered a software rental and license agreement.

If the software as a part of products has been made available to third parties, the right to use is also automatically terminated

- a) with the termination of the right to use the corresponding products of third parties or
- b) if the licensee does not fulfill his obligation to pay the additional necessary usage fees to certgate where applicable.

Upon termination of the right of use he is obliged to destroy the original CD as well as any copies of the software including any modified issues of the printed materials.

8 Changes and updates

Certgate has the right to make software updates at their sole discretion. Certgate is not obliged to make program updates available to any licensees who did not return the signed user registration, or failed to register online, to Certgate or failed to pay any applicable update fees.

9 Warranty and liability

certgate warrants to the original licensee that at the time the data carrier (CD) with the software is delivered, it will be free from defects in materials and workmanship under normal use.

If the data carrier (CD) is faulty, the licensee may request a replacement to be delivered within the warranty period of 12 months from date of delivery. He must therefore return the CD including the reserve copy and printed materials as well as a copy of the invoice/receipt to the dealer the product was purchased from.

If any defect pursuant to section 10.2 is not corrected within an adequate period by a replacement delivery, the licensee may request the cancellation of the agreement within the warranty period.

For the reasons listed in section 1, certgate does not assume any liability that the software is fault-free. In particular, certgate does not warrant that the software fulfills the licensee's requirements and purposes or is compatible with other programs chosen by him. The responsibility for the right choice and the consequences of the use of the software as well as the intended and achieved results are the responsibility of the licensee. The same applies to associated printed materials. If the software is strictly not usable pursuant to section 1, the licensee may cancel the agreement within the warranty liability. Certgate has the same right, if the production of usable software pursuant to section 1 is not possible at reasonable cost.

Under this agreement the liability of certgate for all damages direct or indirect, claimed under warranty or under other reasons whatsoever shall be limited to 100.000,- Euro. This limitation shall not apply in case of intent or gross negligence and in all other cases of mandatory statutory liability.

10 Miscellaneous

If individual provisions in this Agreement are or become wholly or partly ineffective, or if there proves to be an omission in this Contract, this shall not affect the validity of the other provisions.

This Agreement and its validity, construction and performance shall be governed in all respects by the laws of Germany with the exception of the UN Convention on the International Sales of Goods (CISG) which shall not apply, without giving effect to principles of conflicts of law. The venue and jurisdiction of any proceeding initiated to resolve any dispute between the Parties hereunder shall be Düsseldorf, Germany.