

## General Licence Conditions of *secrypt GmbH* ("Standard Licence Agreement")

Please read the following provisions carefully. These apply exclusively to all software products from *secrypt GmbH* ("*secrypt*"). In commercial transactions these apply in their respective valid version, even if this is not indicated again. Provided that you have not otherwise concluded a written agreement with *secrypt* that supplements or entirely or partly supersedes the following regulations, you declare your consent to the provisions of this Licence Agreement by partly or entirely using, implementing or installing the *secrypt* software. Any use of *secrypt* software that goes beyond the regulations in these provisions requires the prior written consent of *secrypt*.

*secrypt* software is copyright protected, including all other related material or documents that *secrypt* provides you in whatever form (corporeal or incorporeal). All rights herein, in particular, patent rights, copyright, proprietary rights and other ancillary copyrights, are exclusively reserved by *secrypt*.

If you do not consent to any one of the provisions listed here, you may not install, implement or otherwise use or pass on the software products from *secrypt*. You are solely responsible for ensuring that you are able to use the *secrypt* software for the purposes intended by you and that the *secrypt* software functions with the software programs that you already have.

The *secrypt* software is not sold but licensed. You can only gain ownership to the storage medium, the packaging, the handbook and other related corporeal material for the *secrypt* software. On accepting this Licence Agreement, *secrypt* shall grant you an unlimited, non-exclusive licence for using the *secrypt* software for the purposes described in the documentation and according to the following provisions.

### 1. General definitions

- 1.1. "*secrypt* software" means all the contents of the files, disk(s), CD-ROM(s) or any other data carrier. This includes computer information and software from *secrypt* or third parties; digitalised images, stock photographs, clip art, audio or other artists' works ("stock files"); related explanatory or accompanying material ("documentation") – including in electronic form; including type faces ("fonts"). The term "*secrypt* software" also includes all upgrades, patches, modified versions, updates, additions and lawful copies of the software licensed to you by *secrypt*.
- 1.2. "Update" means software that rectifies recognised errors or defects in already existing functionalities or application characteristics of the *secrypt* software or improves the interoperability with other software programmes or the ability to run.
- 1.3. "Upgrade" describes in particular comprehensive amendments or enhancements to the previous functionality or application characteristics of the *secrypt* software. This also includes the adding of new functionalities or application characteristics to the *secrypt* software (function enhancement).
- 1.4. An "entrepreneur" is a natural or legal person or a partnership with legal capacity that concludes a legal transaction in the course of carrying out a trade or an independent professional activity. A partnership with the legal capacity to conclude legal transactions is a partnership capable of acquiring rights and incurring obligations.
- 1.5. A "consumer" is any natural person who concludes a legal transaction for a purpose that cannot be

attributed to either his trade or his professional activities.

- 1.6. The term "use" means to access, install, download, copy, duplicate, use, play or otherwise use the functions of the *secrypt* software in accordance with the documentation.
- 1.7. "Permissible number" means one (1) unless otherwise indicated in a valid licence (e.g., volume licence) granted by *secrypt*.
- 1.8. "Computer" means an electronic device that accepts information in digital or similar form and manipulates it for a specific result based on a sequence of instructions.
- 1.9. "Computer network" means a closed, centralised, permanent, multiple-station computer system (server/client network), comprising several computers (clients) and a least one central computer (server) that can communicate with one another and exchange data. "Computer network" also means the permanent connection of computers to a closed, interlinked system, without any one computer being assigned in the network for the central storing and managing of network data/applications within the network (peer-to-peer network).

### 2. General conditions of use

- 2.1. You may install and use copies of the *secrypt* software up to the permitted number on one computer or several computers. If you change the computer, you are obliged to delete the *secrypt* software completely from the previous computer should the permitted number be exceeded by the further use.
- 2.2. You are permitted to copy the *secrypt* software insofar as copying is necessary to use the *secrypt* software. Necessary copying includes the installation of *secrypt* software on a mass storage device (hard drive or other storage medium) of the computer implemented and the temporary loading of *secrypt* software into the working memory.
- 2.3. You are permitted to make a copy of the *secrypt* software for backup purposes. However, only one backup copy may be made and stored for safekeeping. The backup copy shall be marked as software provided by *secrypt*. The backup copy may not be installed and used on any other computer.
- 2.4. If for reasons of data security or to ensure rapid reactivating of the computer after a total failure, it is essential to backup regularly the complete data resources, including the *secrypt* software utilised, then you may make the absolutely necessary number of backup copies. These backup copies must be correspondingly labelled and must be used for archive purposes only.
- 2.5. You may not otherwise copy *secrypt* software or related material; in particular you may not print out the program codes on a printer or other device, or copy the related material by photomechanical methods or by other ways and means.
- 2.6. You are obliged to take suitable measures to ensure that unauthorised third parties are prevented from accessing original data carriers, backups, other copies, or the *secrypt* software documentation. You must expressly draw the attention of any employees of yours to the necessity of observing these licence provisions and of protecting the copyright of the *secrypt* software.

### 3. Multiple use and network implementation

- 3.1. You are not permitted to simultaneously save, store, install or use the *secrypt* software beyond the permitted number. Should you wish to use the *secrypt* software on several computers at the same time beyond the permitted number, whether by yourself or several persons, you must acquire the corresponding number of licences for the *secrypt* software.
- 3.2. You may install a copy of the *secrypt* software on a computer in a computer network in order to download and install the *secrypt* software onto other computers in the computer network to the permitted number and in order to be able to make installations on these computers. You may only install a copy of the *secrypt* software within a computer network for the purpose of using the *secrypt* software by means of commands, data or instructions (e.g. scripts) from other computers in the same computer network. The permitted number of users who have access to or can use the *secrypt* software, regardless whether the use occurs at the same time or at different times, may not exceed the permitted number.
- 3.3. No other network use of the *secrypt* software is permitted, including but not limited to using the software through the direct use of commands, data or instructions from or to another computer that is not part of the computer network, or the use for Internet, application service providers or for web hosting services, or by any other user not licensed to use the *secrypt* software through a valid license from *secrypt*. If you use the *secrypt* software within a computer network, you are obliged to exclude a use of the *secrypt* software beyond the permitted number by using sufficient access protection mechanisms.

### 4. Decompilation and program changes

- 4.1. You may not change, translate or adapt the *secrypt* software without the prior written consent of *secrypt*. You also may not decompile, disassemble or perform any other operations to the *secrypt* software to access the various manufacturing levels of the *secrypt* software (reverse engineering), or otherwise attempt to determine the source code of the *secrypt* software or to convert it into a generally readable form.
- 4.2. You do not require the prior written consent of *secrypt* in accordance with the foregoing provision insofar as measures or operations are essential to attain the complete functionality or interoperability of the *secrypt* software with other computer programs, and the necessary information has also not yet been published or cannot be accessed in any other way, such as by asking *secrypt*. *secrypt* reserves the right to demand appropriate expenses for the provision of this information.
- 4.3. You are not permitted to use information that you have obtained hereunder for other purposes other than achieving the interoperability of the *secrypt* software with other computer programs. You are also not permitted to disclose it to third parties unless this is necessary for achieving the interoperability of the *secrypt* software. In particular, you are forbidden to use the information attained in such a way for the development, manufacturing or marketing of a computer program with similar functionality as the *secrypt*

software or for any other operations that would infringe the copyright.

- 4.4. You are expressly forbidden from removing or changing copy protection mechanisms or other protection routines, copyright notices, serial numbers or other features that provide program identification.

### 5. Disposal, Transfer

- 5.1. You are permitted to dispose of or transfer the *secrypt* software, including all other relevant material, to third parties on a permanent basis. In the event of a transfer, you must hand over to the third party all copies of the *secrypt* software, including any existing backup copies, or immediately destroy any copies that are not transferred. You are no longer permitted to use the *secrypt* software.
- 5.2. You are also permitted to transfer the *secrypt* software, including all related material, to a third party for a limited period of time (i.e. lend it). However, this may not be used for commercial purposes as part of business dealings. In the event that the *secrypt* software is transferred, you must hand over to the third party all copies of the *secrypt* software, including any existing backup copies, or immediately destroy all copies that are not handed over. You have no right to use the *secrypt* software yourself during the period in which it is transferred to the third party.
- 5.3. You may not, however, transfer the *secrypt* software to a third party, permanently or for a limited period of time, if it is strongly suspected that the third party is infringing the legal or other proprietary rights of *secrypt*.
- 5.4. You shall draw the attention of the recipient of the *secrypt* software to the provisions of this license agreement.

### 6. Updates, Upgrades

- 6.1. *secrypt* shall publish updates for *secrypt* software as it sees fit. You can receive these by suitable ways and means from *secrypt* without paying a corresponding licence fee. *secrypt* does reserve the right, however, to demand from you corresponding licence fees for the provision of updates.
- 6.2. To use updates, you must possess a valid licence for the *secrypt* software. If the *secrypt* software represents an update of a previous version of the *secrypt* software, you must possess a valid licence for the previous version of the *secrypt* software in order to use the update.
- 6.3. You may in accordance with these provisions only use an update for the permissible number of licensed versions of the *secrypt* software (see 1.7).
- 6.4. You may only use an upgrade on payment of a corresponding licence fee and only if you possess a valid licence for the *secrypt* software. Licences for upgrades shall be acquired in accordance with the permissible number of licensed versions of the *secrypt* software (see 1.7).

**7. Multiple operating system software / multiple language software, several data carriers**

If the *secrypt* software supports various operating systems or languages, or you receive the *secrypt* software on various data carriers, in multiple versions or in a packet with other software, the number of versions of the *secrypt* software used may not exceed the permitted number. Unused versions of the *secrypt* software or copies of such *secrypt* software may not be passed on permanently or for a limited period of time.

**8. Test versions**

**8.1.** Test versions of *secrypt* software are not freeware products, i.e. this is not software that is provided to you free of charge on a permanent basis. However, *secrypt* hereby grants you, pursuant to the provisions in this clause, the right to use the software free of charge for a one-off period of sixty (60) days for the sole purpose of evaluation, inspection or for any other test purposes. The period begins the first time the *secrypt* software is used and ends independently of any other actual use of the *secrypt* software. Should you wish to continue using the *secrypt* software after expiry of the 60-day test phase, you must conclude a licence agreement with *secrypt* for a fee for the further use of the *secrypt* software. Otherwise you shall remove all copies of the *secrypt* software from your computer and destroy them. You are forbidden to continue using the software. Any use of a non-licensed copy of the *secrypt* software constitutes an infringement of the exclusivity rights of *secrypt* to the *secrypt* software.

**8.2.** Without paying a licence fee to *secrypt*, you may personally pass on any number of exact copies of the test version of the *secrypt* software to any person or distribute it in electronic form provided this is not done for the purpose of prolonging the period of 60 days. The creation of any number of exact copies of the test version of the *secrypt* software or its electronic distribution may only occur for the permitted purposes of passing on described in 8.1. You are therefore also forbidden from retaining the *secrypt* software or making it available for the purposes of downloading it as desired by any number of people.

**8.3.** You are expressly forbidden from passing on copies of the test versions of the *secrypt* software, of whatever nature, alone or with any other products, for remuneration, a fee, a donation or for commercial purposes, or for your own advertising purposes, without the prior written consent of *secrypt*. *secrypt* hereby reserves the right to revoke the right to pass on the test version granted above at any time and without specifying a reason.

**8.4.** As you are given the *secrypt* software free of charge for the sole purpose of evaluation, inspection or other test purposes, *secrypt* shall not be liable for defects of the *secrypt* software, or for any damage that results from use of the *secrypt* software, for purposes other than for test purposes insofar as these are not based on intent or gross negligence by *secrypt*. In other respects, the provisions of this Licence Agreement shall apply *mutatis mutandis* to *secrypt* software provided for test purposes.

**9. Warranty claims**

**9.1.** Insofar as you are deemed to be an entrepreneur and you purchase the *secrypt* software as part of your business operations, we may at our choice initially render subsequent performance for any defect to the *secrypt* software by means of improvement or by providing a replacement.

**9.2.** If you are deemed to be a consumer, you have the choice as to whether the subsequent performance should occur by means of improvement or by providing a replacement. However, *secrypt* shall be entitled to refuse the type of subsequent performance chosen if it is only possible with excessive expenditure or costs and the other type of subsequent performance does not place you at any considerable disadvantage.

**9.3.** In the case of subsequent performance by improvement, you shall support *secrypt* to the appropriate and necessary extent.

**9.4.** If the subsequent performance fails, you generally have the choice of demanding a reduction of the remuneration (deduction) or a revocation of the agreement (withdrawal).

**9.5.** You have sole responsibility for changes or adaptations of the *secrypt* software made according to these General Licence Conditions. Insofar warranty claims against *secrypt* shall be excluded unless you prove that the fault claimed by you is wholly independent hereof.

**9.6.** As for the quality of the *secrypt* software, only the function and product specifications in the documentation of the *secrypt* software are agreed. Public statements, extolments or advertisements by *secrypt* do not represent a contractual specification of the quality of the goods. This provision only applies for the event that you are deemed to be an entrepreneur.

**9.7.** If the installation instructions provided to you by *secrypt* for *secrypt* software are faulty, *secrypt* shall be obliged only to supply you with faultless installation instructions and only then if the faulty condition of the installation instructions impedes the orderly installation of the *secrypt* software.

**10. Duty to examine and give notice of defects, Limitation of warranty claims**

**10.1.** As an entrepreneur, you are obliged to examine immediately the *secrypt* software supplied to you in terms of its completeness and the functional capability of basic program functions. Insofar as you hereby ascertain any obvious defects, you must notify *secrypt* hereof in writing within a period of ten (10) working days from receipt of the *secrypt* software. The deadline is considered met if dispatch of the notification occurs within this period. You carry the full burden of proof for all requirements for claims, in particular for the defect itself, for the time of detection of the defect and for giving notice of defects in due time. You must inform *secrypt* of defects that could not be ascertained as part of the described proper examination of the *secrypt* software within ten (10) days of their discovery while observing the aforesaid requirements for giving notice of defects. By an infringement of the duty to examine and give notice of defects, the *secrypt* software shall be considered approved in respect of the fault concerned.

- 10.2.** The notice of defect must contain a sufficiently detailed description of the defect. As part of the written notice of defect, specific information must be provided as to the content and aim with which the software is intended to be operated in accordance with the agreement, which and how many working steps have been taken and, should they exist, the error messages with which the software responded.
- 10.3.** If you are an entrepreneur, your claims for defects to the *secrypt* software are subject to a limitation period of one (1) year following delivery of the *secrypt* software. For consumers, the limitation period is two (2) years following delivery.
- 11. Liability of *secrypt***
- 11.1.** *secrypt* shall be liable for personal damages and claims according to the legal provisions laid down in the German Product Liability Act (ProdHaftG).
- 11.2.** In other respects, *secrypt* shall only have unlimited liability for gross negligence and intent according to statutory provisions.
- 11.3.** In the event of slight negligence, the liability of *secrypt* shall be limited to the predictable, typical, actual average extent of damages that can be claimed on conclusion of the contract. This also applies to slightly negligent infringements of obligations by the legal representatives or vicarious agents of *secrypt*. Furthermore, liability to companies for negligent infringements of unessential contractual obligations is excluded.
- 11.4.** *secrypt* shall only be liable for loss of data when using *secrypt* software if the loss was not caused by gross negligence or intent on your part and only if you have made appropriate provisions to be able to restore lost data from saved backup copies with an acceptable expenditure. The liability of *secrypt* for loss of data is limited to the expenditure for restoring the data that normally occurs. In all events, *secrypt* recommends that you test the *secrypt* software in a non-critical environment before actually using it.
- 11.5.** Your claims for compensation for a defect are limited to a period of one year from delivery of the *secrypt* software. This does not apply if *secrypt* can be accused of fraudulent intent in respect hereof.
- 11.6.** *secrypt* itself does not conduct any tests for computer viruses in the *secrypt* software by using its own programs or search routines, but simply uses the corresponding, monthly updated programs issued by third party providers that, according to the providers, fulfil this function. Accordingly, *secrypt* shall not be liable for any damages that might accrue to you through computer viruses. In your own interest, we recommend that before implementing the *secrypt* software you check the software for computer viruses using corresponding and suitable measures.
- 12. Reservation of Title**
- 12.1.** Until complete payment of the licence fee for the use of the *secrypt* software, *secrypt* shall, despite transfer to you, reserve ownership herein insofar as you can gain ownership.
- 12.2.** The same applies in the event that you are an entrepreneur, with the stipulation that *secrypt* reserves ownership of both the *secrypt* software and the rights of use granted to you until complete settling of all due and future claims from an ongoing business relationship with you.
- 12.3.** Should a third party assert rights to the *secrypt* software that has been transferred to you with reservation of ownership by *secrypt*, you must draw their attention to the reservation of ownership by *secrypt*.
- 12.4.** If you intend as an entrepreneur to resell the *secrypt* software before gaining final ownership, you already assign to *secrypt* as of now by way of security all claims against the purchaser arising from the resale. *secrypt* accepts this assignment. You are nevertheless entitled to collect this claim in your own name and to forward it to the amount of the existent claim to *secrypt*. *secrypt* reserves the right, however, to collect the claim itself should you fail to properly meet your payment obligations and are in default of payment.
- 12.5.** *secrypt* shall release securities according to its choice, provided that these exceed the value of the claim to be secured by more than 20 per cent (20%).
- 13. Right of revocation**
- 13.1.** Notwithstanding the reservation of title by *secrypt*, you are already entitled to use the software in accordance with the provisions of this Licence Agreement before complete payment of the agreed licence fees.
- 13.2.** *secrypt* may revoke this right of use for important reasons. An important reason in particular occurs if you are in default of payment, or you use the *secrypt* software in contravention of these provisions and do not desist from this on receiving a written warning with a threat of revocation.
- 13.3.** On revoking the right to use the *secrypt* software, you shall desist from any further use of the *secrypt* software and delete all copies of the *secrypt* software and/or give any remaining copies of the *secrypt* software to *secrypt*, including all related documents.
- 14. Final provisions**
- 14.1.** Should one or more provisions of these regulations and/or of any other regulations or agreements based on these regulations be, or become, entirely or partly incomplete, ineffective or void, the legal validity of the other regulations shall remain unaffected hereof. In place of the incomplete, ineffective or invalid provision, a regulation shall be agreed that comes legally and economically closest to the original regulation in terms of meaning and purpose. If the ineffectiveness or invalidity affects a provision regarding time or performance, the legally allowed standard shall come into force. This paragraph shall also be accordingly applied if an unintended omission in the regulations is found which must be corrected.
- 14.2.** Insofar as you are deemed a merchant according to commercial law, a legal person under public law, or a special fund under public law, or you do not have any general place of jurisdiction in the Federal Republic of Germany, Berlin shall be agreed as the place of jurisdiction for all disputes.

However, *secrypt* is also entitled to assert claims against you at any other legal place of jurisdiction.

- 14.3.** German law shall be exclusively applied to the provisions of this agreement, in particular under exclusion of the regulations on private international law and the UN Convention on Contracts for International Sale (CISG).

#### **Supplementary conditions for the digiSeal.200, digiSeal.1K and digiSeal.2K products from *secrypt GmbH***

The following conditions apply for the digiSeal.200, digiSeal.1K and digiSeal.2K software products from *secrypt GmbH*. These are supplemented by the General Licence Conditions of *secrypt GmbH* (hereinafter referred to as '*secrypt*'), whereby these conditions take precedence as more specific provisions.

#### **1. General provisions for use**

- 1.1.** The digiSeal.200, digiSeal.1K and digiSeal.2K software products from *secrypt* are subject to a special restriction of the rights of use granted to you, which is specified in detail below.
- 1.2.** This restriction of use relates to the possibility of furnishing hardcopies of electronically signed documents with the 'memorec' 2D code that stores the signed data. This process shall hereinafter be referred to as the 'secure hardcopy'.
- 1.3.** The right to make secure hardcopies is limited to 200 per year (in words: two hundred) with digiSeal.200, to 1000 per year (in words: one thousand) with digiSeal.1K, and to 2000 per year (in words: two thousand) with digiSeal.2K.

#### **2. Obligation to adhere to the specified use and requirements**

On installing the aforementioned products, you are obliged to ensure that the restriction for making secure hardcopies is not exceeded. Exceeding this limit would transgress the rights of use granted to you. In doing so you would infringe the rights of *secrypt*.

#### **Supplementary conditions for freeware products from *secrypt GmbH***

For the acquirement and use of software that is made available free of charge by *secrypt GmbH*, the following conditions apply. These are supplemented by the General Licence Conditions of *secrypt GmbH* (hereinafter "*secrypt*"), whereby the following conditions shall be accorded priority as more specific provisions.

Freeware is such software that is made available for use by *secrypt* without the Customer providing any financial consideration.

#### **1. General Conditions of Use**

- 1.1.** Any number of copies may be made of freeware products. The software may also be installed as often as desired on various computer systems. In this respect the permissible number is not limited as defined by the General Licence Conditions.
- 1.2.** The handing on of the software in the form of copies or their physical issuance is permissible when the freeware products are handed on

completely, i.e., in the same form and quality as published by *secrypt*, in particular with qualitatively and quantitatively identical data. Before handing the software on, the recipient shall be referred to these supplementary conditions. The software may only be handed on if the recipient accepts these conditions.

- 1.3.** There is no promise or guarantee of further development or adaptation of the freeware products to meet new technical conditions.
- 1.4.** The software may not be implemented in areas with an increased risk of danger, such as in atomic power stations, hospitals, military establishments or in civil aviation. Here, only products from *secrypt* that are maintained are suitable.

#### **2. Defects and Liability**

- 2.1.** As the freeware products are provided free of charge, *secrypt* shall assume no liability for the software unless a defect of quality or title of the software has been fraudulently concealed by *secrypt* or *secrypt* can be accused of deliberate intent or gross negligence. This applies in particular in consideration of the fact that, because of the sheer variety of hardware and software conditions, the software's ability to run cannot be guaranteed without regular maintenance of the system.
- 2.2.** Moreover, *secrypt* shall be generally liable only for intent and gross negligence in respect to damage caused by installation, use, or deinstallation of the software.
- 2.3.** The obligation to pay damages is limited to damages accrued in the usual manner in comparable events.
- 2.4.** The liability for damages or defects is generally excluded if the Customer has acquired the software from a third party and the software packet has not been completely handed over as described under Clause 1, para. 1.2.

#### **3. Remuneration**

*secrypt* provides the freeware products online at [www.secrypt.de](http://www.secrypt.de) or by other partners, to download free of charge. Should the Customer desire a physical consignment, *secrypt* is entitled to charge a lump sum of € 5 to cover costs.

In other respects, use shall be subject to the General Licence Conditions insofar as these are not obsolete due to the free character of the freeware transfer.