

Terms of end user license agreement ("EULA") between conpal GmbH, Dornhofstr. 67-69, D-63263 Neu-Isenburg, Germany (hereinafter referred to as "**conpal**" or "Licensor") and the licensee ("**licensee**").

Licensor and Licensee are hereinafter also referred to individually as "Party" and collectively as "Parties".

Please read this EULA carefully. By selecting the option "Accept", breaking the seal of the software packaging or installing this software or using the products in any another way, the licensee is confirming that they have read and understood the terms of this license agreement, including the terms of the referenced documents and directives that are involved, and that they agree to be bound by same ("declaration of acceptance"). The licensor does not require receipt of a declaration of acceptance. This shall also apply if this is done by a third party, in particular a dealer, service provider, consultant, contractor of the Licensee.

**THE PARTIES HEREBY AGREE** upon the following:

### **Applicability of the following sections A. to C.**

Section A. ("General Regulations") contains regulations applicable to all license agreements between the licensor and the licensee. Section B. ("Paid Use") contains the specific provisions exclusively for paid license agreements (see Section 1.16). Section C. ("Non-remunerated use") contains the specific provisions exclusively for non-remunerated license agreements.

## **Section A. ("General Regulations")**

### **1. DEFINITIONS**

1.1 "**License Agreement**" means this EULA.

1.2 "**Licensee**" means the natural or legal person to whom license rights for licensed products have been granted according to this license agreement.

1.3 "**Licensed Product**" or "**Product**" means the software "conpal LAN Crypt" which may be provided to Licensee together with the Documentation.

1.4 "**License certificate**" means a document with which the licensor documents the number of licenses and the associated license numbers. The license certificate is only ever valid in conjunction with the invoice that is issued during the procurement process.

1.5 "**Documentation**" means the formal product documentation (both electronic and printed) that conpal publishes for each product.

1.6 "**Computers**" means any device or computer environment that benefits from the licensed product (including but not limited to workstation computers, personal computers, laptops, netbooks, tablets, smartphones, environments connected to an e-mail server, Internet proxy or gateway equipment or databases). To render services, the licensed product does not need to be physically installed in a computer environment, nor does the computer hardware need to be the property of the licensee.

1.7 "**Server**" means a computer on which the licensed product is installed and from which other computers can receive or retrieve data. If this data is generated solely by the licensed product, then the computer is not considered to be a server.

1.8 "**Perpetual License Agreement**" means that the rights granted by the Licensor are granted to the Licensee in perpetuity.

1.9 "**Term License Agreement**" describes a license agreement with which Licensee is not granted a license right in perpetuity, but only for a certain period of time, or for an indefinite period of time.

1.10 "**Non-Commercial Use**" means use by Licensee solely for private purposes. Private purposes shall not be deemed to exist if the use takes place within the scope of an activity for which the Licensee receives remuneration. Private purposes shall also not be deemed to exist if the use takes place within the scope of an activity for a company. In the case of use in the context of an activity for an association or other non-profit organization, private purposes shall not be deemed to exist if the Licensee receives remuneration for its activity.

1.11 "**Commercial Use**" means any use that does not fall under the exception of Section 1.10.

1.12 "**Remunerated**" means a contractual relationship between Licensor and Licensee if Licensee is contractually obligated to pay remuneration (in money or other monetary benefit) to Licensor.

1.13 "**Affiliates**" means, with regard to each party, legal entities that control this party, are controlled by them or are under joint control with them.

1.14 "**Sanctions and export control laws**" means all laws, regulations, legal prohibitions or other measures that apply to the products and/or the parties in connection with the introduction, application, implementation and enforcement of economic sanctions, export controls, trade embargos or similar restrictive measures.

### **2. INTELLECTUAL PROPERTY RIGHTS AND OWNERSHIP**

The products are copyrighted products of conpal and its licensors and are globally protected by copyright law and other intellectual property rights. The licensee hereby agrees not to remove any product identification or notices regarding property rights. Furthermore, the licensee acknowledges and agrees that only conpal is entitled to the rights, title and interest in and to the products and all modifications that the licensee makes to the products, as provided for below in this license agreement. Under this license agreement, the licensee is granted absolutely no licenses, rights or interest in and to the logos or trademarks of conpal.

### **3. PRODUCT CHANGES, DISCONTINUATION OF THE PRODUCT**

3.1 conpal may change, update or withdraw products, product versions, product features, product support, product maintenance and support for third party products (including without limitation operating systems and platforms) with effect for the future. conpal shall endeavor to

announce this on the following website: <https://www.conpal.de/products>.

3.2 The licensor is not obligated to further develop the licensed products; he may stop their further development at any time. The license agreement remains - subject to termination - unaffected by the discontinuation. A notification of the discontinuation of the further development to the Licensee is not required.

#### **4. TERM AND TERMINATION IN THE CASE OF TERM AGREEMENTS**

4.1 Unless otherwise agreed, this license agreement shall come into effect at the time it is accepted by the licensee.

4.2 Insofar as the parties have agreed on a term license agreement deviating from the foregoing, the license agreement shall be concluded for an indefinite period of time. A term license agreement may be terminated by either party with three (3) months' notice to the end of any calendar year. A term license agreement may furthermore be terminated by either party without notice for good cause. Good cause entitling the Licensor to terminate the agreement shall exist in particular if the Licensee infringes the Licensor's rights of use by using the Licensed Products beyond the scope permitted under this agreement and fails to remedy the infringement within a reasonable period of time following a warning by the Licensor.

4.3 In the case of termination, the licensee must cease the use of the licensed products and remove all installed copies of the program from their computers and, at the option of the licensor, either immediately return any backup copies that may have been made to them or destroy these copies.

#### **5. WARRANTY**

5.1 License agreement as term license agreement.

5.1.1 The licensor guarantees to uphold the contractually agreed conditions for the licensed products during the term of the contract and that the contractual use of the licensed products shall not conflict with the rights of third parties. The licensor shall remedy any material defects or defects of title that may be encountered with the licensed product within a reasonable period of time.

5.1.2 The licensee is obliged to inform the licensor immediately about any defects they discover with the licensed products. In the case of material defects, this involves a description of the time that the defect appeared and the detailed circumstances.

5.2 Perpetual license agreement.

5.2.1 The licensor guarantees the agreed conditions, and that the licensee can use the licensed products without infringing on the rights of third parties. The warranty for material defects does not apply to defects due to the licensed products being used in a hardware or software environment that does not meet the requirements specified in the documentation and release notes, nor to changes and modifications made to the licensed products by the licensee without being authorized to do this by law, by this agreement or based on the prior written consent of the seller.

5.2.2 If the licensee is an entrepreneur, they must check the licensed products immediately upon receipt for any obvious defects and, if any exist, they must inform the seller immediately; otherwise, these defects are excluded from the warranty. The same applies if such a defect subsequently appears. Section 377 of the German Commercial Code (HGB) shall apply.

5.2.3 If the licensee is an entrepreneur, in the event of a material defect, the seller is first entitled to cure, that is, either remedying the defect ("rectification") or replacement, at their own option. With the replacement option, the licensee may have the licensed products replaced by a new version if applicable, unless this leads to unreasonable adverse effects. In the case of defects of title, the seller shall provide the licensee, at their own option, with a defect-free option for legal use of the licensed products or modify them so that third-party rights are no longer infringed.

5.2.4 Insofar as this is reasonable for the Licensee, the seller is entitled to affect the warranty on the premises of the licensee, even if this is not essential. The seller also fulfills their obligation for rectification by supplying updates with an automatic installation routine that can be downloaded from their website and providing the licensee with telephone support to resolve any installation problems.

5.2.5 The right of the licensee shall remain unaffected, in the event of the rectification or replacement failing twice, to reduce the purchase price or withdraw from the agreement, at their option. In the case of minor defects, there is no right of withdrawal. If the licensee claims damages or compensation for wasted expenditure, the seller bears liability in accordance with section A point 7.

5.2.6 With the exception of claims for damages, warranty claims due to material defects become time-barred in two years or in one year if there is no consumer involved in the transaction. If the licensed products are sold on a data medium, the period of limitation begins when they are delivered and, if sold by means of a download, it begins when this has completed. Point 6 applies in the case of damage claims or claims for compensation for wasted expenditure.

5.3 In deviation from Sections 5.1.1 to 5.2.6, the Licensor shall not be liable for material defects and defects of title in the case of license agreements for which there is no remuneration, unless it has fraudulently concealed such defects.

#### **6. THIRD-PARTY SOFTWARE**

It is possible that the products may run or be coupled with software or other technology for which conpal holds a license from third parties. The licensee agrees that (a) they shall use any third-party software in accordance with the present agreement, (b) no third-party licensor shall give any express or implied guarantees, conditions, commitments or assurances of any kind to the licensee in relation to such third-party software or the products themselves, (c) no third-party licensor is obliged or liable to the licensee under the present license agreement or arising from the use of such third-party software by the licensee, (d) the third-party licensor is a beneficiary of this license agreement and accordingly may enforce the terms herein to the necessary extent to protect their rights in connection with the third-party software and (e) such third-party software is licensed under license terms that grant the licensee additional rights or contain additional restrictions in relation to such materials, which are beyond the scope of those included in the present license agreement; a description of such additional license rights and restrictions, or a link referring to them, shall be included in the applicable documentation, on the relevant conpal website or in the product itself. For the avoidance of doubt, these additional rights and/or restrictions to the third-party software are applicable on an

independent basis; none of these third-party licenses affect the licensee's use of the licensed products in accordance with the terms of this license agreement.

## **7. LIABILITY**

7.1 The licensor is liable without limitation

- in the case of intent or gross negligence
- for injury to life, limb, or health
- in accordance with the provisions of the German Product Liability Act (ProdHaftG)
- to the extent of any guarantee provided by the licensor.

7.2 In the case of a paid license agreement, the Licensor shall also be liable in the event of a slightly negligent breach of a duty that is essential to achieve the purpose of the contract (cardinal duty), the liability of the licensor shall be limited to an amount equal to the purchase price of the licensed product, but in any event to the damage that is foreseeable and typical according to the nature of the business in question.

7.3 The licensor has no further liability beyond clauses 7.1 and 7.2.. In particular, the licensor has no liability for initial defects unless the prerequisites from points 7.1 and 7.2 are present.

7.4 The above-mentioned limitation of liability applies also to the personal liability of the employees, representatives, and organs of the licensor.

## **8. CONFIDENTIALITY**

8.1 In accordance with or in connection with this license agreement, the licensee may obtain or access confidential information that is of great value to conpal and its licensors.

8.2 The licensee is obliged to maintain secrecy regarding such confidential information. This obligation continues for a period of two (2) years after the termination of the agreement.

8.3 Exempted from this obligation is such confidential information (i) that was demonstrably already known to the licensee when the contract was concluded or became known to them afterwards from a third party, without this breaching any confidentiality agreement, legal provisions or official orders; (ii) that is publicly known at the time the contract is concluded or is made public thereafter, provided this is not based on an infringement of this agreement; (iii) that must be disclosed due to legal obligations or by order of a court or an authority. To the extent that it is permissible and possible, the Licensee shall notify Licensor in advance and provide Licensor with an opportunity to oppose the disclosure.

8.4 The licensee shall grant access to confidential information only to those advisers who are subject to professional secrecy or on whom obligations equivalent to the nondisclosure obligations of this agreement have been imposed beforehand. Furthermore, the licensee shall disclose the confidential information only to those employees who must know it to implement this agreement and shall bind those employees to secrecy to the extent permissible by labor law even for the period after they leave the job.

## **9. GENERAL**

9.1 The licensee may assign claims against the seller to third parties only with the consent of the seller in text form.

9.2 The licensee is entitled to offset only undisputed or legally established claims.

9.3 conpal is entitled to relinquish, transfer, or otherwise assign its rights and obligations from this license agreement. In doing so, conpal shall give due consideration to the interests of the licensee.

9.4 The terms and conditions of the licensee are not applicable, even if conpal has not expressly objected to them. The license agreement shall only be concluded if the Licensee accepts the EULA without restrictions and as conclusive.

9.5 The parties are aware that the licensed products may be subject to export and import restrictions. In particular, authorization requirements may exist or the use of the licensed products or related technologies may be subject to restrictions in other countries. The purchaser shall comply with the applicable export and import control regulations of the Federal Republic of Germany, the European Union, the United States of America and all other relevant provisions. The seller's fulfillment of the contract is subject to there being no obstacles to its fulfillment related to national or international provisions of export or import law or any other legal provisions.

9.6 German law shall be applicable to this license contract under exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG) of April 11, 1980.

9.7 Place of performance and exclusive place of jurisdiction is the licensor's place of business if each party is a merchant or legal entity under public law or has no general place of jurisdiction in Germany.

9.8 Should individually provisions in this EULA be invalid, this does not affect the validity of the other provisions.

## **Section B. ("Remunerated/Commercial use")**

### **RIGHTS GRANTED AND RESTRICTIONS**

1. License agreement as a term license agreement

1.1 Upon the license agreement becoming effective, licensee shall receive the non-exclusive, non-transferable and non-sublicensable right, limited in time to the term of the License Agreement, to use the licensed products to the extent set forth herein and, if applicable, in the license certificate.

1.2 The licensee is not entitled to transfer the copy of the Licensed Products handed over to it or any backup copy made to third parties. In particular, the licensee is not permitted to sell, lend, rent out or in any way sublicense the licensed products, or to publicly reproduce them or make them available.

2. Perpetual license agreement

2.1 Unless otherwise agreed, Licensee is granted a non-exclusive, perpetual right to use the licensed products to the extent set forth herein and, if applicable, in the license certificate, subject to payment of the purchase price in full.

2.2 The licensee is entitled to permanently cede the purchased copy of the licensed products to a third party on transfer of the license certificate and documentation. In this case, the licensee shall cease all use of the program, remove all installed copies of the program from their computers and delete all copies located on other media or hand them over to the seller, provided they are not legally obliged to retain them for a longer period. At the request of the seller, the licensee shall confirm to the seller in writing the full implementation of the measures mentioned or state the reasons for a longer retention period, if applicable. The licensee shall also inform the licensor of the name and address of the purchaser. It is not permitted to split a purchased volume licensing package.

3. Common provisions for term license agreements and perpetual license agreements.

3.1 The licensed products may be installed concurrently only on the number of computers corresponding to the licenses purchased by the licensee. Permitted use includes installation of the licensed products, downloading them to the working storage and proper use by the licensee. On no account does the licensee have the right to rent out or in any way sublicense the purchased licensed products, to publicly reproduce them by wire or by wireless means, to make them available or to provide them to third parties either in return for payment or without payment, e.g., by way of application service provider or as "Software as a Service".

3.2 The licensee is entitled to make a backup copy if it is necessary to safeguard future use. If this is a physical copy, the licensee shall visibly attach the note "backup copy" and the manufacturer's copyright notice to it.

3.3 In addition, the licensee is entitled to reproduce, alter, or decompile the licensed products only if it is permitted by law and only provided the necessary information for this is not made available by the licensor upon the request of the licensee.

3.4 Permitted use by third parties. The licensee may allow their affiliates and outsourced providers to use the products, provided (i) the licensee gives prior notice to conpal in writing, (ii) the affiliates and outsourced providers use and/or operate the products only for the internal business purposes of the licensee and their affiliates, (iii) the actual use of the products (by the licensee, the affiliates of the licensee and the outsourced providers in their entirety) does not exceed the license entitlement acquired by the licensee, (iv) the licensee ensures that their affiliates and the outsourced providers know and comply with the terms of this license agreement; and (v) indemnifying conpal, the licensee is liable for the acts and omissions of their affiliates and the outsourced providers with relation to the use of the products.

### **Section C. ("Non-remunerated/Non-commercial use")**

#### **RIGHTS GRANTED AND RESTRICTIONS, FREE TRIAL VERSIONS, TECHNICAL PREVIEWS**

1. Upon the license agreement becoming effective, licensee shall receive, free of charge, a non-exclusive, perpetual (subject to Sections 5 and 6) right to use the licensed products to the extent set forth herein and, if applicable, in the license certificate.

2. The Licensee shall be entitled to permanently transfer the acquired copy of the licensed products to a third party under the conditions of this EULA.

3. The licensee is entitled to make a backup copy if this is necessary to secure future use. If the copy is a physical copy, licensee shall visibly affix the notice "Backup Copy" and a copyright notice of the manufacturer to it.

4. Furthermore, licensee shall only be entitled to reproduce, edit, or decompile the licensed products if this is permitted by law and only if the information required for this purpose is not made available by licensor upon licensee's request.

5. A non-gratuitous test version of the product ("free test version"), which conpal makes available to the licensee, may be used by the licensee for a maximum period of 30 days ("test period"), unless otherwise agreed; the license shall end upon expiry of the test period.

6. A nonpaid version of the Product for technical preview or beta testing purposes (each a "preview product") provided by conpal to the Licensee may be used by the Licensee for evaluation purposes during the period specified by conpal ("test period").

The licensee tests the preview product in accordance with all the terms stipulated in the readme file for the licensed products and/or any accompanying documentation, collecting and forwarding test data and other feedback to conpal. The preview product may be used only in a non-productive test environment unless it has been explicitly agreed otherwise with conpal in text form. The right of the licensee to use the preview product ends once the test period has passed. conpal provides no guarantee that they will bring a commercial version of the preview product to the market or that a commercial version will have the same or similar features as the preview product. Every preview product with its accompanying documentation is confidential information of conpal in accordance with section A, clause 8.

Neu-Isenburg, Germany, April 10, 2022