

Cryptovision cv act workstation/cic

License Agreement

This Agreement describes the terms and conditions under which Cryptovision authorizes LICENSEE to use the Cryptovision Software.

1. **Definitions:** Each phrase or word used in this Agreement with the initial letter capitalized shall have the meaning given below unless the context in which the word or phrase is used expressly provides otherwise.
 - 1.1 **Cryptovision** means cv cryptovision GmbH (an Atos company) whose principal place of business is at Munscheidstr. 14, 45886 Gelsenkirchen, Germany.
 - 1.2 **Cryptovision Software** means the Cryptovision software identified in the header of the Agreement.
 - 1.3 **Device** means any personal computer, PDA, server or hardware device unit that incorporates some or all of the following components: mother board, processor, memory board, graphics card or data storage (USB stick, hard drive, storage cards etc.) on which the Cryptovision Software or portions thereof is installed or copied.
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9. **Limited Warranty.** This section shall only apply if LICENSEE has acquired the Cryptovision Software directly from Cryptovision by entering into a software purchase agreement with Cryptovision and paying to Cryptovision the applicable license fees. This section does not apply and none of the rights defined herein shall apply if LICENSEE has obtained the Cryptovision Software from a reseller, system integrator, distributor or any other third party.

In the case of defects of the Cryptovision Software the following shall apply:

- 9.1 **Defects.** If LICENSEE submits to Cryptovision proof of a defect, Cryptovision will make commercially reasonable efforts to rectify such defect within a reasonable period of time. LICENSEE shall report any defects to Cryptovision in writing without undue delay, and, if possible, LICENSEE shall submit a detailed description of the problem and any information available, which might be useful for rectification of the defect.
 - 9.2 **Consequences.** If Cryptovision fails to rectify a defect that is not immaterial, LICENSEE may return the defect software to Cryptovision and Cryptovision shall grant LICENSEE full credit for the Cryptovision Software and accept return of the license(s) and associated software or media. A refund shall only be applicable for failure to grant the contractual use and shall only be possible if Cryptovision fails to cure the defect within a reasonable grace period. Cryptovision shall pay damages and reimburse expenditure due to a defect only within the limits as defined in the section titled "Limitation of Liabilities".
 - 9.3 **Expenses.** Should Cryptovision perform any services with respect to trouble shooting or defect rectification without being obliged to do so, Cryptovision may invoice any expenditure incurred. This particularly applies if a reported defect cannot be proven, or if a defect is attributable to the fact that LICENSEE has not duly fulfilled co-operation obligations or that LICENSEE has used any service provided under the Agreement inappropriately, or that LICENSEE does not use any free services offered by Cryptovision even though LICENSEE has been advised to do so by Cryptovision.
 - 9.4 **Limitations.** Except for the rights stipulated in this section 9, other rights based on defects are excluded. Any warranty claim shall lapse within one year ("Warranty Period") after the Cryptovision Software has been acquired by LICENSEE. Any defect rectification shall result in a suspension of the Warranty Period, which shall finish once the defect has been removed and shall under no circumstances initiate a new Warranty Period term.
10. **Limitation of Liabilities.** Cryptovision's liability in accordance with the provisions of statutory law is subject to the following limitations:

- 10.1 Cryptovision neither excludes nor limits its liability for: (i) damages arising from any harm to life or physical injury, (ii) damages caused by Cryptovision's intentional misconduct or gross negligence, or (iii) damages caused by fraud. In all other cases, Cryptovision's damages shall be limited to the amount LICENSEE paid for the Cryptovision Software which gave rise to the damage in the preceding year finishing at the date the damage first occurred.
- 10.2 Cryptovision's liability shall be limited to compensation of those damages which, based on the specifics of the Agreement, are to be regarded as predictable and foreseeable to the extent that these shall have been caused by negligent infringement of material contractual obligations (i) that endangers the achievement of the objective of the Agreement; or (ii) the very discharge of which is an essential prerequisite for the proper performance of the Agreement.
- 10.3 For all other cases of slight negligence than those set forth in Section 10.2 the liability of Cryptovision is excluded.
- 10.4 The above provisions apply accordingly to any liability with respect to compensation of wasted expenditure.
- 10.5 Liability pursuant to the German Product Liability Act (Produkthaftungsgesetz) remains unaffected.
- 10.6 The above provisions also apply to any claims against employees, subcontractors of, or any other persons authorized by Cryptovision.

11. General Terms

- 11.1 **Term.** This Agreement becomes effective on the date LICENSEE legally acquires the Cryptovision Software and may be terminated by Cryptovision if LICENSEE is in breach of any of its terms. Any violation by LICENSEE of the terms and conditions agreed in sections 3, 5 and 6 shall be deemed to be a severe breach of contract entitling Cryptovision to immediately terminate the Agreement for cause. Upon termination of this Agreement, LICENSEE must destroy the original and all copies of the Cryptovision Software or return them to Cryptovision and delete the Cryptovision Software from its systems.
- 11.2 **Law and Forum.** Exclusive place of jurisdiction for any disputes arising from or in connection with the Agreement shall be Essen, Germany. This Agreement shall be governed by and construed under the laws of Germany excluding the UN-Convention on the International Sale of Goods.
- 11.3 **Entire Agreement.** This Agreement sets forth the entire understanding and agreement between LICENSEE and Cryptovision and may be amended only in a writing signed by duly authorized representatives of both parties.
- 11.4 **Assignment.** The Agreement is not assignable by LICENSEE, in whole or in part, without Cryptovision's prior written consent.
- 11.5 **Severability.** If any term, provision, covenant or condition of the Agreement is held invalid or unenforceable for any reason, the remainder of the provisions will continue in full force and effect as if this Agreement had been executed with the invalid portion eliminated. The parties further agree to substitute for the invalid provision a valid provision that most closely approximates the intent and economic effect of the invalid provision.
- 11.6 **Export Restrictions.** The Cryptovision Software may contain encryption technology, which is subject to German and international export laws as well as local laws in the country where the software is used. LICENSEE is obliged to verify that it has obtained all government approvals to use and import the Cryptovision Software and that the use of the Cryptovision Software is not violating laws.

No Other Terms. This Agreement comprises the whole agreement between the parties. All prior oral or written agreements or representations other than as included in this Agreement are hereby excluded from this Agreement.