

Software License Agreement

Part I. Software Purchase Contract between EgoSecure GmbH and Licensee

§1 Special Form of Contract

The client is acquiring "DevicePro, ApplicationPro, CryptionPro (HDD), ErasePro and PowerPro" without user rights. It has been explicitly pointed out to the client that „ DevicePro, ApplicationPro, CryptionPro (HDD), ErasePro and PowerPro “ could only be used after a special user contract was concluded with EgoSecure GmbH. The registration card, which is to be duly completed for this purpose, was given to the client, along with EgoSecure GmbH General Terms, prior to the conclusion of the contract. The client has confirmed this by signing the special confirmation of receipt on the registration card.

§2 Guarantee

(1) Any defects in the software delivered, including manuals and other documents, will be corrected upon notification by the client within the guarantee period of six months from the date of delivery. EgoSecure can opt to repair the defect free of charge or replace the defective item.

(2) If the defects cannot be corrected within a reasonable period of time, or if repair or replacement fail for any other reason, the client can opt either to claim a reduction in the purchase price or to rescind the contract. Repair and replacement can be regarded as having failed only if EgoSecure was given a reasonable chance to repair or replace the defect, or if that was impossible, or if it is refused by the vendor or unacceptably delayed, or if there is reasonable doubt about the chances of success or if it would be unreasonable on other grounds.

§3 Liability

EgoSecure assumes unlimited liability for defects in title and where the product lacks guaranteed properties. Liability for initial inability to perform, delayed performance and impossibility shall be limited to five times the licensing fee and restricted to damage that typically occurs in connection with software use. Otherwise, EgoSecure shall only assume liability for the intentional acts and gross negligence of its statutory representatives and those employed to assist in performance, provided no obligation is breached that is essential to achieve the aim of the contract (cardinal obligation). If a cardinal obligation is breached, the limitation of liability for initial inability to perform must be taken into account accordingly.

§4 Duty to Inspect and Give Notice of Obvious Defects

(1) The client is under a duty to inspect "DevicePro, ApplicationPro, CryptionPro, ErasePro and PowerPro" for any defects that would be obvious to an average client. EgoSecure must be notified in writing, within two weeks after delivery, of any obvious defects, such as the absence of data carriers or manuals, as well as major, clearly visible damage to a data carrier.

(2) The client must inform EgoSecure of defects that are not obvious in writing within two weeks after they are detected.

(3) Any defects and symptoms that may have occurred must be described as precisely as possible.

(4) If the obligation to inspect and notify is breached, the software will be regarded as approved despite the existing defect.

Part II: Software Usage Agreement between EgoSecure and Licensee – General Terms and Conditions for the Software Purchase Contract

§1 General Remarks

The subject of this contract is the right to use the computer program " DevicePro, ApplicationPro, CryptionPro (HDD), ErasePro and PowerPro", the user manual and other appurtenant written material, henceforth designated as "Software", which you acquired from EgoSecure.

§2 Reproduction Rights

(1) You are allowed to copy the program supplied provided such reproduction is necessary to use the program. Necessary reproduction includes installing the program from the original data carrier into the main memory of the hardware being used and loading the program into the RAM.

(2) Reproduction for the purpose of saving data is also allowed. However, only one copy may be made and stored as a back-up-copy. This copy must be identified as a reproduction of the program being licensed for use. The labels provided with the program documentation must be used for this purpose.

(3) Other copies, including printouts of the program code or photocopies of the manual are not allowed.

§3 Multiple Use and Network Applications

(1) The purchase of the software entitles you to use it on one workstation. You may install the software on each CPU within one workstation. However, if you change the CPU of a workstation, you must delete the software from the mass storage unit of the previously used CPU. The software may not be simultaneously loaded, made available or used on more than one CPU of a workstation.

Once the software has been installed, the use of the software is restricted to the CPU on which it was first installed. An exception to this rule exists if the user wishes to replace or expand the hardware system used. Commercial pre-configuration on more than one workstation is not permitted. When purchasing the software, you must advise us of the number of workstations on which the software will be used.

(2) The use of the software within a network or another multi-user computer system is not permitted, so far as this would create the possibility of simultaneous multiple use of the software. If you wish to use the software within a network or multi-user system, you must pay a special network charge, the level of which is determined by the number of computer systems connected to the network or other multi-user system. Use of the software in such a network or multi-user system is permitted only upon full payment of the network charge.

(3) If a fee is to be paid in a particular case, we will inform you of this immediately after you have informed us in writing of the planned network application and of the number of users having access. Please find our address in the user manual. Network application is only possible after the network fee has been paid in full.

§4 Decompilation and Program Modifications

(1) Translation of the licensed program code back into other codes (decompilation) or any other type of reverse engineering is not allowed. Information regarding the interoperability of an independently created computer program can be obtained from us for a small fee. Please find the address in the user manual.

(2) Removal of copy-protection or other forms of protection, such as a dongle routine is basically not allowed. You may only remove the copy-protection or other forms of protection if it interferes with the use of the program and you have informed us of this, but we have failed to correct the defect within a reasonable period of time. You must provide proof of the damage or interference to use caused by the protection.

(3) Program modifications not mentioned in sub-paragraph 2, especially those for the purpose of fault correction and expansion of the range of functions are only allowed if the

modified program is for individual use only; this specifically means "private use". But it also includes individual, professional or business use, as long as it is restricted to the user or his co-workers or employees and is not being used commercially beyond this scope.

(4) The modifications mentioned in the foregoing paragraph may only be carried out by third party companies, who are our potential competitors, if we refuse to make the desired modifications for a reasonable fee. You must allow us a reasonable period of time to check the order.

(5) Copyright endorsements, serial numbers and any other features used to identify programs must not be removed or changed under any circumstances.

§5 Sale and Lease to Third Parties

(1) You are allowed to sell or give away the software, including the user manual and other supplemental material, on a permanent basis, provided the purchasing third party agrees to adhere to the rules set out here. If the software is passed on, the new user must be given all copies of the program, including any existing back-up copies. Any copies that are not transferred must be destroyed. By assigning the software, you lose your rights to use the program. You must abide by the notification obligation set out in §6 of this contract.

(2) You are not allowed to lease the software to third parties, including the user manual, for commercial purposes. You are allowed to lend the software (free of charge) to a third party, provided he agrees to the terms in this contract and you provide him with all copies of the program, including any existing back-up-copies, or destroy any copies not assigned. Your rights to the program will be suspended for the period when it is licensed to a third party.

(3) You must not assign the software to third parties if there are reasonable grounds to suspect that they will violate the terms of the contract, especially by illegal reproduction.

§6 Notification Obligation

If the software is assigned, you must inform us in writing of the name and address of the purchaser. Please find our address on the front cover page of the user manual.

§7 Guarantee

Any claims based on defects in the software must be made to EgoSecure.

§8 Jurisdiction

The court with jurisdiction for any disputes resulting from this contract is that in the area where the main office of EgoSecure is located.

§9 Applicable Law

The laws of the Federal Republic of Germany shall apply, with the exception of UN Law on the Sale of Goods under Art. 6 UN-CISG.