

LICENSE AGREEMENT

Licensing conditions for the Cryptotickets® software framework

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Preamble and Definitions

The Cryptotickets® software framework (CTF) is developed and owned by the ecambria systems GmbH (ECAMBRIA). CTF provides the technology to generate and evaluate cryptographic tickets based on asymmetric cryptography. A cryptographic ticket is a string of characters that encodes security information. The CTF generator component (GENERATOR) can be used to generate cryptographic tickets. The security information can be retrieved from the cryptographic ticket using the CTF evaluator component (EVALUATOR). The CTF also provides tools for creating asymmetric key pairs, converting key store formats and displaying the content of cryptographic tickets. The GENERATOR and EVALUATOR components can be licensed separately and are each provided with accompanying documentation and tools. ECAMBRIA also maintains a web site (SUPPORT) that provides information concerning Cryptotickets® usage patterns, technology specific integration support, integration code downloads and answers to frequently asked questions. This license agreement (LICENSE AGREEMENT) defines the terms and conditions under which the LICENSEE is granted the right to use the CTF components GENERATOR, EVALUATOR, and SUPPORT or a restricted subset thereof. This LICENSE AGREEMENT is only valid together with a specific individual agreement (INDIVIDUAL AGREEMENT) that explicitly states the LICENSEE, the types and numbers of licenses, duration of licenses, and the license price. LICENSE AGREEMENT and INDIVIDUAL AGREEMENT together are referred to as the AGREEMENT in the following.

§1 License Grant

Subject to the payment of the applicable license fees, and subject to the terms and conditions of this AGREEMENT, ECAMBRIA hereby grants to the LICENSEE the non-exclusive license to use the CTF as specified in the INDIVIDUAL AGREEMENT. The INDIVIDUAL AGREEMENT must state the types and numbers of licenses purchased, the duration of the licenses, and the license price. In the following, the possible types of licenses and their specific licensing conditions are given. Further conditions stated in the INDIVIDUAL AGREEMENT take precedent over the conditions stated here:

a) GENERATOR license

A single GENERATOR license grants the LICENSEE the right to integrate and run the CTF GENERATOR in a single software application named in the INDIVIDUAL AGREEMENT, independent of the number of CPUs, physical machines or number of users.

b) EVALUATOR license

A single EVALUATOR license grants the LICENSEE the right to integrate and run the CTF EVALUATOR in a single software application named in the INDIVIDUAL AGREEMENT, independent of the number of CPUs, physical machines or number of users.

c) COMPANY license

A COMPANY license grants the LICENSEE the right to integrate and run the CTF GENERATOR and EVALUATOR components in software applications that are owned and operated under the full legal responsibility and in the sole name of the LICENSEE or any fully owned subsidiary at the time of purchase, independent of the number of CPUs, physical machines or number of users. The COMPANY license does not apply in the case legal entities or businesses merged into or acquired by the LICENSEE after the purchase. In this case, both parties agree that this AGREEMENT has to be re-negotiated.

d) SUPPORT license

A SUPPORT license grants the LICENSEE the right to access and use ECAMBRIA's support web site. ECAMBRIA retains all rights of the materials presented on the web site and reserves the right to change, add or remove materials without any notice. All copies of the materials retrieved from the

ECAMBRIA support web site under this license have to be deleted or destroyed immediately, if the support license is terminated. Access to the support web site is granted via a single username and password under a single URL that ECAMBRIA provides to the LICENSEE. ECAMBRIA reserves the right to interrupt access to the support web site for limited periods of time to perform maintenance.

e) DEVELOPER license

A DEVELOPER license grants the LICENSEE the right to integrate the CTF GENERATOR and EVALUATOR components in a single software application named in the INDIVIDUAL AGREEMENT. The LICENSEE may run the software application with the integrated CTF components only for development and testing purposes and only for a period of 90 days after the purchase. No further use of the CTF is permitted. After the 90-day period, all copies of the CTF and all documentation have to be deleted or destroyed immediately.

f) OPTIONAL RESELLING license

An OPTIONAL RESELLING license grants the LICENSEE the right to integrate the CTF GENERATOR and EVALUATOR components as optional components in a single software product named in the INDIVIDUAL AGREEMENT. The LICENSEE has the right to market the CTF as part of his product. The trademark "Cryptotickets®" and the ownership of ECAMBRIA have to be explicitly and visibly stated in all communications and documentations of the LICENSEE's product if marketed together with the CTF. If a client of the LICENSEE chooses to purchase the LICENSEE's product with the Cryptotickets® option, the LICENSEE immediately has to purchase from ECAMBRIA the corresponding number of GENERATOR, EVALUATOR, COMPANY, DEVELOPER and SUPPORT licenses for his client under the conditions stated in the original INDIVIDUAL AGREEMENT between the LICENSEE and ECAMBRIA. The LICENSEE is fully liable for any violation by his client of the terms of conditions stated in this LICENSE AGREEMENT and must impose the same licensing conditions on the use of the software by his client.

g) STANDARD RESELLING license

A STANDARD RESELLING license grants the LICENSEE the right to integrate the CTF GENERATOR and EVALUATOR components as standard feature in a single software product named in the INDIVIDUAL AGREEMENT. The LICENSEE has the right to market the CTF as part of his product. The trademark "Cryptotickets®" and the ownership of ECAMBRIA have to be explicitly and visibly stated in all communications and documentations of the LICENSEE's product. The LICENSEE is fully liable for any violation by his client of the terms of conditions stated in this LICENSE AGREEMENT and must impose the same licensing conditions on the use of the software by his client.

h) Small und Medium Enterprise Option

Small and medium enterprises (defined as having less than 500 full time equivalent employees) can choose to purchase or rent a GENERATOR or EVALUATOR license under the Small and Medium Enterprise Option. ECAMBRIA reserves the right to refuse purchase or rental under this option at its own discretion. Under this option, usage of the CTF is limited to an application run exclusively under the name of the licensee. Furthermore, usage of the EVALUATOR is limited to evaluating cryptographic tickets from a single GENERATOR system named in the purchasing agreement.

§2 Term and Payment of License Fees

A CTF license can be purchased for an unlimited duration or rented for a possibly limited duration. The INDIVIDUAL AGREEMENT must state, whether the license is purchased or rented.

a) LICENSE PURCHASE

If the INDIVIDUAL AGREEMENT states a license purchase, the license is effective for an unlimited duration unless and until earlier terminated as set forth herein. The license fee is a one-time fee payable at the beginning of the AGREEMENT and will not be refunded by ECAMBRIA, if this AGREEMENT is terminated. The LICENSEE may terminate this AGREEMENT at any point by destroying all copies of the Software and the Documentation. The right to continually use the software depends on the advance payment of a yearly maintenance fee by the LICENSEE. If the LICENSEE continues to use the software, the LICENSEE is automatically obliged to pay the yearly maintenance fee in advance; otherwise this AGREEMENT will be terminated.

b) LICENSE RENTAL

If the INDIVIDUAL AGREEMENT states license rental, the license is effective only as long as the LICENSEE or ECAMBRIA do not explicitly terminate this AGREEMENT with two weeks lead-time to the end of month. The non-refundable rental license fee is payable yearly in advance. The SUPPORT license is subject to the same conditions as the license rental.

In both cases a) and b) the AGREEMENT will terminate automatically if the LICENSEE fails to comply with any of the limitations or other requirements described herein. Upon any termination of this AGREEMENT, the LICENSEE must destroy all copies of the Software and the Documentation.

§3 Ownership Rights

The CTF is protected by German copyright laws and international treaty provisions. ECAMBRIA owns and retains all right, title and interest in and to the CTF, including all copyrights, patents, trade secret rights, trademarks and other intellectual property rights therein. The LICENSEE's possession, installation, or use of the CTF does not transfer to the LICENSEE any title to the intellectual property in the CTF, and the LICENSEE will not acquire any rights to the CTF except as expressly set forth in this AGREEMENT. All copies of the CTF and its documentation made hereunder must contain the same proprietary notice that appears on and in the CTF and documentation.

§4 Restrictions

The LICENSEE may not reverse engineer, decompile, or disassemble the Software, except to the extent the foregoing restriction is expressly prohibited by applicable law. The LICENSEE may not use the GENERATOR to generate cryptographic tickets that are evaluated by software other than a licensed CTF component. The LICENSEE may not use the EVALUATOR to evaluate tickets that were created by software other than a licensed CTF component. The LICENSEE may not modify, or create derivative works based upon, the CTF whole or in part. The LICENSEE may not copy the CTF or Documentation except as expressly permitted in Section 1 above. The LICENSEE may not remove any proprietary notices or labels on the CTF. The LICENSEE may not, for the duration of this AGREEMENT and three years thereafter, develop or distribute a product providing functionality similar to the CTF. All rights not expressly set forth hereunder are reserved by ECAMBRIA. ECAMBRIA reserves the right to periodically conduct audits upon advance written notice to verify compliance with the terms of this AGREEMENT.

§5 Warranty and Disclaimer

The CTF is provided "as is". To the maximum extent permitted by applicable law, ECAMBRIA disclaims all warranties, either express or implied, including but not limited to implied warranties of merchantability, fitness for a particular purpose, and noninfringement with respect to the CTF and the accompanying documentation. The LICENSEE assumes responsibility for selecting the software to achieve your intended results, and for the installation of, use of, and results obtained from the software. Without limiting the foregoing provisions, ECAMBRIA makes no warranty that the software will be error-free or free from interruptions or other failures or that the software will meet the LICENSEE's requirements. Some states and jurisdictions do not allow limitations on implied warranties, so the above limitation may not apply to the LICENSEE. The foregoing provisions shall be enforceable to the maximum extent permitted by applicable law.

§6 Limitation of Liability

Under no circumstances and under no legal theory, whether in tort, contract, or otherwise, shall ECAMBRIA or its suppliers be liable to the LICENSEE or to any other person for any indirect, special, incidental, or consequential damages of any character including, without limitation, damages for loss of goodwill, work stoppage, computer failure or malfunction, or for any and all other damages or losses. In no event will ECAMBRIA be liable for any damages in excess of the list price ECAMBRIA charges for a license to the CTF, even if ECAMBRIA shall have been advised of the possibility of such damages. This limitation of liability shall not apply to liability for death or personal injury to the extent that applicable law prohibits such limitation. Furthermore, some states and jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so this limitation and exclusion may not apply to the LICENSEE. The foregoing provisions shall be enforceable to the maximum extent permitted by applicable law.

§7 High Risk Activities

The CTF is not fault-tolerant and is not designed or intended for use in hazardous environments requiring fail-safe performance, including without limitation, in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, weapons systems, direct life-support machines, or any other application in which the failure of the CTF could lead directly to death, personal injury, or severe physical or property damage (collectively, 'High Risk Activities'). ECAMBRIA expressly disclaims any express or implied warranty of fitness for High Risk Activities.

§8 Miscellaneous

This AGREEMENT is governed and implemented by the laws of Germany, without reference to conflict of laws principles. The application of the United Nations Convention of Contracts for the International Sale of Goods is expressly excluded. Köln (Cologne, Germany) shall be the place of jurisdiction. If the judgment of a German court cannot be enforced in a country where the LICENSEE owns assets, ECAMBRIA has the right to move the place of jurisdiction to this country. This AGREEMENT sets forth all rights for the user of the CTF and is the entire agreement between the parties. This AGREEMENT supersedes any other communications with respect to the CTF. This AGREEMENT may not be modified except by a written addendum issued by a duly authorized representative of ECAMBRIA. No provision hereof shall be deemed waived unless such waiver shall be in writing and signed by ECAMBRIA or a duly authorized representative of ECAMBRIA. If any provision of this AGREEMENT is held invalid, the remainder of this AGREEMENT shall continue in full force and effect.