Software License Agreement
NCP Secure Enterprise iOS Client

As of: October 2016

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1. Subject of the Agreement

1.1 The subject of this agreement between you and NCP engineering GmbH (hereinafter "NCP", this agreement also referred to as this "Agreement") is the application software downloaded by you (referred to hereinafter as the "Software".

1.2 The Software uses certain Open Source Software components. Such components shall be governed exclusively by the applicable Open Source Software license terms, as listed specifically on https://eula.ncp-e.com/general/en/201611_NCP_Open_Source_License_Terms_en.pdf.

2. Scope of Rights of Use

2.1 NCP grants the Licensee a simple, non-exclusive, non-sublicenseable, non-transferable, perpetual right to install and use the Software on the device to which it has been downloaded (also referred to hereinafter as 'the License').

2.2 The Licensee may not (i) alter, translate, downgrade, decompile, reverse engineer, disassemble or otherwise modify the Software or attempt or allow a third party to do so, unless any such activity is permitted under applicable mandatory copyright laws (Section 69 e of the German Copyright Act); or (ii) create derivative works of the Software or create copies of the Software beyond the limits permitted under mandatory copyright law.

2.3 NCP reserves all rights in the Software which NCP does not explicitly grant to the Licensee under this Agreement. In particular, but without limitation to the following, NCP reserves all rights of publication, distribution, copying and reproduction (to the extent this Agreement does not explicitly provide otherwise and the Licensee does not have a right to copy the Software under applicable mandatory copyright law provisions), as well as to make modifications to the Software.

3. Liability for Defects

3.1 NCP's statutory liability for defects of the Software, including defects in title (collectively "Defects") shall be governed by this Section, unless otherwise provided in Section 4 (Third Party Rights).

3.2 The Licensee understands and accepts that in accordance with the present state of the art it is impossible to develop computer programmes, in particular those which are combined with other

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programmes or systems, in a manner so that they work entirely free of errors. Under the current state of the art it is not possible to warrant that the Software will operate free of interruptions or deficiencies, nor to warrant the complete removal of any Defects in the Software. The contractually agreed functionality of the Software is limited to the communication with an NCP Secure Enterprise Management System and an NCP Secure Enterprise VPN Server, and the Licensee is aware that such components need to be centrally installed in the Licensee's organisation.

3.3 Any liability of NCP for Defects under this provision requires that the Licensee has notified NCP of the Defect concerned without delay in writing and during the limitation period. In case of such written notification of a Defect, NCP shall have the right to make two attempts to remedy the Defect following reasonable remedy periods in each case, and for that purpose and at NCP's discretion to either repair the Defect or make available a replacement solution. To the extent reasonably acceptable for the Licensee, NCP shall further have the right to remedy the Defect by making available a work around or alternative solution. Any potential statutory liability of NCP for damages caused by Defects shall be exclusively governed by Section 5 (Liability).

3.4 Except for cases listed in Section 5.2, any claims for Defects are subject to a limitation period of 12 months from the beginning of the limitation period under statutory law. In the cases listed in Section 5.2, the statutory provisions of statute of limitation shall apply without alteration.

3.5 The Parties agree that any guarantee shall require an express written agreement in which the guarantee must be explicitly identified as a "Guarantee".

3.6 To the extent any actual occurrence of problems is the result of third party software products or of the hardware used by the Licensee, rather than of the Software made available by NCP, the Licensee shall have no warranty claims against NCP with view to such problems. Correspondingly, the same shall apply to the extent the Licensee has used the Software in breach of the provisions of this Agreement or to the extent the Licensee or a third party acting on his behalf has made changes or modifications to the Software, or in the event of insubstantial deviations from the contractually agreed characteristics of the Software.

4. Third Party Rights

In the event a third party makes a claim against the Licensee that Licensee's use of the Software in accordance with this Agreement infringes such third party's copyrights or other intellectual property rights in the Software, the Licensee shall immediately inform NCP hereof. Subject to the limitations of liability set forth in Section 5 (Liability) and provided that Licensee notifies NCP within the agreed limitation period for Defects, NCP shall hold harmless and indemnify the Licensee for any such justified third party claims.

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5. Liability

5.1 Subject to the provisions in Section 5.2, NCP's statutory liability for damages shall be limited as follows:

(i) NCP shall be liable only up to the amount of damages as typically foreseeable at the time of entering into the contract in respect of damages caused by a slightly negligent breach of a material contractual obligation (i.e. a contractual duty the fulfilment of which is essential for the proper execution of the contract, the breach of which endangers the purpose of the contract and on the fulfilment of which the Licensee regularly relies);

(ii) NCP shall not be liable for damages caused by a slightly negligent breach of a non-material contractual obligation.

5.2 The aforesaid limitation of liability shall not apply to any mandatory statutory liability (in particular to liability under the German Product Liability Act), liability for assuming a specific guarantee or liability for damages caused by wilful misconduct or gross negligence, or any kind of wilfully or negligently caused personal injuries.

5.3 Regardless of the legal grounds giving rise to liability, NCP shall not be liable for indirect and/or consequential damages, including, in particular, loss of profit and loss of interest, unless any such damage has been caused by NCP's wilful misconduct or gross negligence.

5.4 To the extent NCP's liability is limited or excluded, the same shall apply in respect of any personal liability of NCP's legal representatives, employees and vicarious agents.

5.5 To the extent NCP's statutory liability for negligence is limited to gross negligence under an applicable statutory limitation of liability, such limitation of liability shall remain unaffected by the provisions in this Section 5.

6. Final clauses

6.1 This Agreement shall be governed by the laws of Germany with the exception of the United Nations Convention on the International Sale of Goods (CISG). The courts of Nuremberg, Germany, shall have exclusive jurisdiction for any disputes arising from or in connection with this Agreement. However, NCP may institute legal proceedings against the Licensee also in any other court having proper jurisdiction over the Licensee.

6.2 Any amendments or additions to this Agreement need to be made in writing in order to be effective.

6.3 In case any provision of this Agreement is or will be held invalid or unenforceable or if this Agreement is incomplete, the remainder of this Agreement shall continue in full force and effect.

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