



Supplementary Terms and Conditions of Purchase for Software

1. Area of Application

These Supplementary Terms and Conditions of Purchase for Software of ESCRYPT GmbH and/or its affiliates (hereinafter collectively referred to as "ESCRYPT") shall apply to all software supplies of the supplier (as a stand-alone product or embedded as a component in any supplied hardware) for use in or in combination with products manufactured and/or distributed by ESCRYPT (hereinafter collectively referred to as "ESCRYPT Product(s)") and shall complement the ESCRYPT Terms and Conditions of Purchase.

The Terms and Conditions set forth below shall also apply to software parts (fixes and patches) and to new versions or updates of the aforementioned software provided by the supplier in the course of its warranty obligation or as part of software maintenance services.

The aforementioned software supplies are hereinafter collectively referred to as "Licensed Software".

2. Grant of rights of use

The supplier grants to ESCRYPT a non-exclusive, worldwide, perpetual and irrevocable right to use the Licensed Software in accordance with the Terms and Conditions set forth below.

Unless explicitly otherwise agreed in writing in the respective individual transaction agreement, the right of use shall not be restricted to a specific production location, a specific product portfolio (e.g. project or platform) of ESCRYPT, but shall encompass the use of the Licensed Software for and in connection with all existing and/or future ESCRYPT Products.

3. Scope of rights of use

The term "Use" shall comprise the right

- a) to copy, install, transmit, store, load, test, execute the Licensed Software;
- b) to combine, integrate or embed the Licensed Software with other software or in hardware which is intended for use in or in connection with an ESCRYPT Product (hereinafter referred to as "Materials");
- c) to modify the Licensed Software and to create derivative works insofar as this is necessary for the integration or connection thereof with other Materials or to remedy a defect and insofar as, as agreed, the Licensed Software is not only provided in binary code;

- d) to calibrate, configure and parameterize the Licensed Software;
- e) to demonstrate and/or market, to disseminate or otherwise dispose of the Licensed Software as part of an ESCRYP T Product or together with an ESCRYP T Product.

Sections 69d and 69e German Copyright Act (UrhG), in particular the right to make back-up copies, shall remain unaffected by the foregoing provisions.

4. Use tied to specific hardware

Insofar as the Licensed Software shall only be used with specific hardware in accordance with the agreement, or if the functionality thereof can only be used in connection with specific hardware which the supplier supplies to ESCRYP T, the rights of use defined in sections 1 and 2 shall apply only in connection with the respective hardware of the supplier.

5. Documentation

ESCRYP T has the right to Use, duplicate/reprint, to translate modify, disseminate and otherwise dispose of the documentation provided by the supplier, including the operating manual provided by the supplier.

6. Sub-licensing

ESCRYP T has the right to grant sub-licenses to the Licensed Software and to the corresponding documentation (in accordance with the provisions of sections 1 and 5 above) to:

- a) Authorized Third Parties which require a right to Use the Licensed Software in connection with one or several ESCRYP T and/or customer project(s). The term "Authorized Third Party" shall comprise systems developers and system integrators commissioned by ESCRYP T or a customer who are responsible for developing, combining and/or integrating the Licensed Software with or in other Materials. The term "Authorized Third Parties" shall further comprise third parties which require a right to Use the Licensed Software in order to render repair, maintenance or similar services for the ESCRYP T Product;
- b) Customers of ESCRYP T and/or any of the customer's affiliates which require a right to Use, market or disseminate the Licensed Software as part of a ESCRYP T Product or for the purpose of maintaining and/or repairing the ESCRYP T Product. This right also includes the right to grant end users corresponding rights.

7. [Obligations during the warranty period](#)

Unless explicitly otherwise agreed in writing in the respective individual transaction agreement, throughout the warranty period the supplier shall provide to ESCRYPT the following services without entitlement to any separate remuneration

- a) error corrections or workarounds (fixes and patches) to remedy critical errors and all generally available new versions or updates of the Licensed Software;
- b) all necessary information with regard to error restriction, error correction and/or error environment; and
- c) technical support on the telephone or via email.

8. [Obligations after the warranty period](#)

After expiration of the warranty period and upon ESCRYPT's request the supplier is obliged to offer support and maintenance services at economically reasonable conditions.

9. [Source code](#)

If, in accordance with the agreement, the source code of the Licensed Software is not provided to ESCRYPT, the supplier agrees that upon ESCRYPT's request it shall enter into a source code escrow agreement and deposit the source code at a renowned depository to be chosen by ESCRYPT for the benefit of ESCRYPT.

10. [Miscellaneous](#)

The termination of an individual transaction agreement (for whatever legal reason) shall be without prejudice to any rights of use granted to customers of ESCRYPT and/or any of the customer's affiliates and end users that were granted up to the termination thereof.