

End User License Agreement (EULA)

Utimaco TS GmbH

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1. Purpose

These terms and conditions (hereinafter "Software License Terms") set forth the terms and conditions according to which Utimaco grants the right to use the LIMS (Lawful Interception Management Solution) software (hereinafter "Programs") to the End Customer.

2. Applicability

These Software License Terms form a part of each contract or purchase order (hereinafter "Order") between Utimaco and End Customer for the Programs and/or Updates and Upgrades thereof.

The provisions of these Software License Terms may be supplemented or amended only by a written agreement between Utimaco and End Customer. Each such written agreement modifies these Software License Terms only to the extent express written provisions depart from the terms and conditions specified herein. All other terms and conditions shall apply as set forth herein.

3. The License Grant

The End Customer is granted only a non-exclusive, non-transferable right and license to use the Programs for its own internal business purposes. End Customer is prohibited from using the Programs for application development purposes. The license does not extend any rights to End Customer in respect of the source code of the Programs. Utimaco hereby reserves any and all rights not granted to End Customer herein.

End Customer shall not (i) copy the Programs, except for inactive backup and archival purposes, and must include on any such copy a Program(s) all copyright, government restricted rights and other proprietary notices or legends included on the Programs(s) when it was shipped to such End Customer; (ii) translate, modify, unbundle, amend, decompile, disassemble or reverse engineer the Programs.

End Customer's use of the Programs shall be restricted to the number of CPUs, Seats, Servers, Subscribers, Targets, and/or Concurrent Users (as applicable) equal to the respective number of CPUs/Seats/Servers/Subscribers/ Targets/Concurrent Users Licenses purchased by End Customer, as indicated in the Purchase Order.

End Customer is prohibited from sublicensing, timesharing, rental, facility management, or service bureau use of the Programs.

End Customer must agree that Utimaco and any other licensor of third party software included in the Programs retains title to his programs and all copies thereof, and associated intellectual property rights therein.

End Customer must agree to comply with all applicable export rules and regulations (including but not limited to the European Union export control regime as govern by Regulation 2021/821 or the United States Export Administration Regulations (EAR) or as amended) for the Programs.

End Customer agrees to maintain the Programs in confidence and use a reasonable degree of care to protect the confidentiality of the Programs.