General Software License Agreement

- Allgemeine Software Lizenzvereinbarung -

Preamble

APIIDA sells software it has developed for mobile or stationary devices (servers, personal computers, laptops, tablet computers or smartphones) worldwide. APIIDA and you (hereinafter referred to as the Customer) agree that these products are subject to valid commercial legal protection - to the benefit of APIIDA, whereby the provisions specified in this License Agreement shall apply for use. The customer confirms acknowledgement of and his agreement with this License Agreement.

Contents

Definition of terms

AAGM	APIIDA API Gateway Manager; Product of APIIDA
AMA	APIIDA Mobile Authentication; Product of APIIDA Also be provided as Cloud service "AMA as a Service"
APIIDA	APIIDA AG Goebelstrasse 21 DE-64293 Darmstadt
APSD2-CA	APIIDA PSD2 Solution Pack for CA API Gateways; Product of APIIDA
User	User of the product is any natural person who is registered in the product; if the registration is necessary.
Authorized end users	These include customer employees, management personnel and freelancers.
Third parties	These are natural or legal external persons who are not affiliated with the customer or APIIDA, excluding affiliated companies within the meaning of §§ 15 ff. AktG (German Stock Corporation Act). They include outsourcing service-providers, facility management suppliers or service-providers co-operating with the customer.
Documentation	Standard specifications, user documentation, technical manuals or instructions made available for the products developed/supplied by APIIDA
End device	This includes technical hardware, incl. any software (e.g. operating systems) operated on it.
Instance	An instance has a capacity limit of 8 cores per CPU (software & hardware) or 8 vCPUs per instance (virtual, cloud technology).
Intelligent SSO	APIIDA Intelligent SSO is a cloud-based identity platform for a single sign on login; it is a product of APIIDA.
Affiliated companies	These are regarded as all subsidiaries / associated companies within the meaning of §§ 15 ff. AktG (German Stock Corporation Act). This applies as long as shares and/or voting rights are held.
Persons	Natural or legal persons; consumers within the meaning of § 13 BGB (German Civil Code) and entrepreneurs within the meaning of § 14 BGB.
Product	This term encompasses any and all products of APIIDA, in particular, but not limited to, software or software components that APIIDA has

developed. The legal document is specified in a transaction document and is subject to this License Agreement.

PSD2	Payment Services Directive Two (EU) 2015/2366.
Site	Location (branch) of a company. Address data are decisive for this; this shall apply equivalent to affiliated companies.
Software backups	For backup and archiving purposes, the customer is authorized to store copies of the software and/or software components for (emergency) recovery.
Update	Improving the software, adapting the content of files saved, e.g. for eliminating malfunctions
Upgrade	Improving software to increase performance without necessitating the purchase of a new version
Parties	APIIDA and the customer(s) of the respective (legal) transaction

1. General provisions

1.1. The parties acknowledge that the provisions outlined here are applicable for the products supplied by APIIDA. Deviating provisions shall be permissible insofar as they have been agreed by the parties – subject to the written form requirement.

1.2. Incidentally, the general terms and conditions (GTC) of APIIDA apply. Regulations of this license agreement are subject to deviating regulations of the GTC.

1.3. Validity within commercial correspondence
This License Agreement is exclusively applicable in terms of commercial users ("B2B").

1.4. Updates to the product may be made and provided by APIIDA at its sole discretion. Updates to the product do not justify the customer's right to further product functionality. APIIDA is obliged to announce product updates, the announcement is made primarily on the website of the manufacturer. There is no obligation to actively contact the customer about product updates.

1.5. The manufacturer recommends the use of the latest product version. The latest, as well as the last two previous product versions are supported. This applies if the older product versions are not older than two years, at the time of the asserted warranty claim. Decisive for the age determination of the product version is the publication date.

1.6. A permanent total availability of its products cannot be ensured by APIIDA. Maintenance and support related periods of non-usability are permissible. Total product availability is ensured at 98.5% per calendar year; this applies, in particular for platform-driven products.

1.7. APIIDA reserves the right to make adjustments to the product with regard to changed operating conditions, technical or functional developments. This includes in particular measures due to changes in the law, compatibility with new file and data transfer formats, industry, manufacturer standards, adaptations or extensions of the functional scope.

2. Licensed product / Right of use

2.1. Insofar as no restrictions or more extensive rights of use and exploitation to the product have been granted to the customer in the form of this License Agreement or the legally-binding transaction document, the following provisions shall apply for the customer's right of use to the respective product.

The customer is granted a non-exclusive (basic) right of use entitling him to use the product within the scope and in the agreed territory (see 2.2) without excluding use by another person.

2.2. Agreed territory
There is no territorial restriction legitimizing use of the product. The customer is authorized to use the product worldwide, whereby he shall be obliged to observe any relevant export or import regulations.

2.3. The customer shall be entitled to transfer the software to new hardware insofar as this does not exceed the permissible scope of use. Such transfers can incur additional fees for the customer.

2.4. License term
If the term is limited, the customer (incl. affiliated companies) may no longer use the software on expiry of the specified term. This shall apply insofar as the customer has not received a new license or his license has been extended.

2.5. Granting additional rights of use / Sub-licensing
The customer shall hold the rights of use defined in 2. The customer is authorized to grant further rights of use to affiliated companies insofar as the agreed scope is not exceeded. Such granting of rights of use does not require any separate written confirmation by APIIDA.

2.6. Unless otherwise agreed by the parties, the customer is not entitled to undertake the following actions using the software:

   a. Reproduce (copy), distribute or disclose the software – except for storing software backups
   b. Change or unbundle the software or use it to generate derived products
   c. Hire, sell, loan, assign or transfer the software or allocate other derived rights of use (sub-licenses) to third parties
   d. Use the software for any other purposes other than those agreed
   e. Decompile or reverse the software beyond the permissible statutory scope or translate it elsewhere

APIIDA reserves the exclusive right to all of the above. Any provisions in the transaction document which deviate from these shall take priority.

2.7.   Source code – Inspection and processing
        The customer is not authorized to inspect or process the source code. Processing and other modifications of the product shall remain the exclusive right of APIIDA.

2.8.   The customer is not authorized to remove or make unrecognizable any markings / proprietary notices by APIIDA in the source code, documentation or other markings about the manufacturer's properties which concern copyrights or other protection rights.

3.   Operating environment, transfer and installation

3.1.   The specifications and information on the operating environment within which the software can be used can be found in the documentation enclosed with the software. This documentation is made available to the customer in electronic form.

3.2.   APIIDA will supply the customer with the product in machine-readable form along with the agreed number of licenses (rights of use). The risk, deterioration or loss of the product will be transferred to the customer at the latest on transfer to a third party authorized to deliver or on transfer to / provision for the customer. This will also apply if partial performance is provided and supplied. The risk shall be transferred to the customer at the latest as soon as he has received the product in full.

3.3.   The product will be made available to the customer on a data carrier or via remote data transfer (via the internet). The place of business of APIIDA is agreed as the place of performance.

4.   Export

4.1.   The customer's attention is drawn to the fact that the product is subject to inspection by European and/or US legislation, including the Export Administration Regulations. The customer will observe and adhere to any applicable legal import and export laws and legal regulations in the event of exporting or importing the software.

4.2.   Export, import or resale of the product within the context of chemical, biological, nuclear or other military categories or arms categories governed by the Military Weapons Control Act or actions are not permissible.

5.   Warranty - Material defects

5.1.   APIIDA guarantees its entitlement to grant the customer the respective rights of use / license legitimations and the fact that the respective software version available corresponds with the respective product description and is free of material defects. The product is free of material defects if it complies with the designated or customary intended use of such a product. Product descriptions are not warranty commitments on the part of APIIDA.

Where legally permissible, the regulations specified in this License Agreement represent any legal warranty claims asserted by the customer against APIIDA.

No warranty will be assumed by APIIDA to the effect that the software complies with the customer's requirements and requests.

5.2. Notice of defects
The customer must provide written notice to APIIDA of any defects arising on the product in the form of a comprehensible and verifiable description. Such notice of defects should permit reproduction of the defect; see 5.6. The customer shall be obliged to examine the product without delay for any existing defects within the meaning of § 377 HGB (German Commercial Code). Notice must be given without delay of any objections concerning obvious defects, otherwise the defect shall be regarded as approved. In the case of hidden defects, notice must be received by APIIDA at the latest within the period indicated in 5.5.

5.3. In the event of a defect, APIIDA shall have the choice of proceeding as follows:

a. To eliminate the material defect as per 5.4 or
b. To replace the defective software with one which is free of defects (workaround solution)

A workaround solution shall be regarded as equivalent to an elimination of defects.

5.4. Elimination of defects (rectification)
In case of defect determination and removal, the customer will support APIIDA and immediately grant access to the documents and systems, which will give details of the defect that has occurred. The APIIDA will be entitled to two rectification attempts. If, despite rectification, a defect cannot be eliminated within a reasonable period, the customer shall be entitled to:

a. Demand a reduction in the agreed (license) fees in the case of a limited license, or terminate the License Agreement
b. Choose between withdrawing from the legal transaction and demanding a reduction in the agreed (license) fees in the case of an unlimited license term, or demanding compensation and extraordinary termination of the Agreement for an important reason. Claims by the customer for compensation are subject to the liability regulations.

5.5. Legal warranty claims on the part of the customer will expire one (1) year after provision / transfer of the software. The same shall apply for legal warranty claims on the part of the customer concerning product- or service-related maintenance by APIIDA.

5.6. The customer shall only be entitled to assert warranty claims if

a. the defect can be reproduced,
b. the customer provides APIIDA with reasonable support during diagnosis and elimination,
c. the customer has used all updates and upgrades supplied and published by APIIDA,
d. the customer has observed the terms and conditions of this License Agreement as well as the software documentation and
e. the defect was not caused by the actual customer.

5.7. Minor deviations from the customary and intended usability of the agreed product quality do not represent material defects.

5.8. APIIDA will supply and receive the product in a condition suitable for the contractual use. The obligation to maintain does not include adapting the software to changing operating conditions, technical or functional developments, such as changes in the IT environment, in particular changes to the hardware or the operating system, adapting to the functionality of competing products or establishing compatibility with new one's file formats.

5.9. A strict liability for damages for defects that were already present at the conclusion of the contract is excluded.

5.10. Performance specifications, technical data, specifications in public statements, in particular advertising materials, do not represent any details of the quality of the product. The functionality is initially based on the description in the user documentation. Incidentally, the software must be suitable for use as required by this license agreement and otherwise have the same quality as is the case with software of the same type.

6. Warranty - Legal defects

6.1. In the event of third parties asserting rights to the product (legal defect), APIIDA shall be primarily entitled to defend the product against any rights asserted. 12 shall apply in terms of software offered by third parties.

6.2. On the discovery of any existing or asserted third-party rights, the customer shall be obliged to inform APIIDA without delay, while observing the written form requirement.

6.3. In the event of a legal defect, APIIDA shall be entitled to

    a.   acquire the requisite rights in order to guarantee use in accordance with the License Agreement or

    b.   modify the software accordingly by means of rectification requests in line with 5.4 so that third-party rights are no longer violated and the product function corresponds with the customary usability of the product.

6.4. If the customer has incurred damages due to a legal defect, APIIDA shall be obliged to compensate for such damages incurred.

6.5. As for the rest, 5.5 shall apply accordingly.

7. Copyright

7.1. Moral rights

All rights to the product and associated documentation – especially commercial protection rights such as patents and samples as well as copyrights, brands and registered designs – and products and processing derived from the APIIDA software will remain the exclusive property of APIIDA. The product and any (product) documentation supplied along with it are protected by copyright on behalf of APIIDA.

7.2. The License Agreement does not authorize the customer to make intellectual property owned by APIIDA available to third parties or to publicly disclose it.

7.3. The customer shall be obliged to take suitable measures enabling him to comply with his obligations as outlined in the License Agreement. This includes instructing his employees and freelancers in the appropriate handling of products and associated documentation.

7.4. Retention of title
APIIDA retains all rights to the licenses granted until such a time as the agreed claims have been remunerated by the customer. In the event that the product and/or licenses granted cannot be returned, the customer shall be obliged to compensate APIIDA in accordance with the value of the respective asset, whereby compensation must at least cover the value of the damages incurred by APIIDA.

APIIDA retains the right to assert additional rights as well as extraordinary withdrawal from the agreed transaction. Furthermore, adherence on the part of APIIDA to other business with the customer can be unacceptable as a result.

8. Remuneration

License fees and payment terms for this license are indicated in the respective transaction document agreed with the customer. License fees are billed accordingly. Unless otherwise agreed by the parties, the license fees are due for payment within 14 days of invoicing. In the event of delayed payment, APIIDA shall be entitled to bill the outstanding amount at 9 percentage points above the respectively valid basic interest rate. This shall not affect any more extensive rights on the part of APIIDA.

9. Termination & transfer (of rights)

9.1. The parties are equally entitled to extraordinary termination of business / termination of the License Agreement, without providing notice and for an important reason – where legally permissible – insofar as further adherence to the business can no longer be acceptable for the terminating contractual party within the meaning of § 314 I,II BGB (German Civil Code).

9.2. Without the prior written agreement of APIIDA, the customer shall not be entitled to assign this License Agreement, including the rights of use granted. This right shall be binding for the customer as well as any legal successors and assignees. APIIDA shall be entitled to assign its obligations from the license, whereby it must inform the customer in writing.

9.3. All terminations must be in written form in order to be effective.

10. Auditing authorization

The customer authorizes APIIDA or a third party commissioned by APIIDA to examine at regular or irregular intervals compliance with the License Agreement, whereby the customer will support APIIDA as required.

11. Entry into force and Updates, Written form requirement and Place of jurisdiction

11.1. On conclusion of the (legal) transaction document, this License Agreement becomes an integral component thereof and does not require a signature in order to be effective.

11.2. This License Agreement may be updated, modified or supplemented. The respective License Agreement applicable at the time of purchase and/or conclusion of the contract shall apply.

12. License conditions governing third parties

12.1. Any software supplied by other manufacturers (third-party suppliers) is not a component of this License Agreement. In this case, the respective manufacturer's license terms and conditions shall apply.

12.2. Contrary to 12.1, third-party software is a component of this License Agreement insofar as this software is integrated in the product or the inclusion of specific license terms and conditions is obligatory (e.g. by means of a copyleft effect). For more information on the obligatory third-party supplier license terms and conditions, please e-mail us at support@apiida.com.

12.3. Priority of German terms.
If the agreement contains terms in German language, they shall be legally binding. Especially if they are not coherent with the content of the English translation.

13. Trial-Version

13.1. APIIDA is entitled, at the request of the customer, to provide him with a software version of their products which are limited for a period of time (trial-version). Permitted are trail-versions, which are limited in time and reduced in their functionalities.

13.2. The duration for trial-versions is 30 days. Term extensions are permitted, these are at reasonable discretion of APIIDA i.s.o. section 315 BGB.