

# **License Agreement**

## **for**

# **WiMAP-4G**

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## Disclaimer

This English license agreement is a translation of the German license agreement. Valid for all legal relationships is only the German license agreement, the English version is just given for your convenience.

*Version of this document: 2018-07-02*

## 1 Subject of the Contract

The license terms of brown-iposs GmbH (hereinafter called "licensor") are applied for the concession of the rights of use for the entire or partly use of the object code of the software WiMAP-4G (hereinafter called "SOFTWARE") to contractors, juristic persons under public law or official fund assets in terms of §310 in conjunction with §14 BGB [Civil Code] (hereinafter called "licensee"). Herewith the inclusion of the licensee's own terms and conditions is contradicted, unless their validity has explicitly been agreed to.

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2.1 The following terms are valid for the assignment and use of the SOFTWARE for an unlimited period of time including any documentation and the license file (a file that is custom-made for each individual granting of a license, the file being necessary for the operation of the SOFTWARE).

2.2 They are not valid for additional services such as installation, integration, parameterization and customization of the SOFTWARE to the licensee's requirements.

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3.3 The SOFTWARE is handed over to the licensee for its intended use. The scope of the intended use as well as the kind and scope of the rights of use result from the assignment contract and said license terms. They especially depend on the fact if the licensee gets a

- SOFTWARE Community Edition License
- SOFTWARE Professional Edition License

### 3.3.1 SOFTWARE Community Edition License

If a SOFTWARE Community Edition License is agreed upon with the licensee, the licensor grants the licensee the non-exclusive, non-transferable right, which is Community Edition

according to the terms of clause 5 or permanent, to have the SOFTWARE used within the range of functions which was technically released for the SOFTWARE Community Edition version

- on a random number of single-user computers or on a central server or via terminal server clients
- simultaneously by a random number of users,

that means to have the SOFTWARE saved, loaded, displayed and run permanently or temporarily.

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If a SOFTWARE Professional Edition License is agreed upon with the licensee, the licensor grants the licensee the non-exclusive, non-transferable right, which is terminable according to the terms of clause 5 or permanent, to have the SOFTWARE used

- on a central server or via terminal server clients or as an in situ installation on single-user computers
- by the agreed-upon number of all users nameable on demand, that means to have the SOFTWARE saved, loaded, displayed and run permanently or temporarily. Every user known by name can only be replaced by another user known by name when the "operating range" of the first user is changed and said first user does not use the SOFTWARE any more. At no time must the number of the users known by name exceed the number of the acquired licenses (example: If the licensee has bought the SOFTWARE for five users whose names he can indicate on demand, only these five users may use the SOFTWARE. This is true independently of the number of the respective installations and of the fact if they are done on a central server or via terminal server clients or as a local installation on single-user computers).

3.3.3 The calculation results produced by SOFTWARE, especially regarding coverage and exposition to mobile radio radiation, are based on theoretical models which are making strongly simplifying assumptions. Hence, the calculated values may diverge significantly from the real measurable values. Therefore the licensee may only further use the calculated values under this restriction and the licensee may only pass these values to a third party under this restriction. This is especially required, if monetary-relevant or health-relevant decisions will be based on the calculation results.

3.4 The licensee undertakes to take care that the intended use of the SOFTWARE is assured by appropriate technical and organizational measures.

3.5 The licensee is obliged to back up the data orderly and regularly (especially with respect to the data which is manipulated by the SOFTWARE).

3.6 The licensee is entitled to produce one backup from the SOFTWARE.

3.7 The licensee is not entitled to translate, process, arrange the SOFTWARE differently or adapt or alter it and to copy the achieved results.

3.8 The licensee is not entitled to distribute the SOFTWARE. This comprises any form of sublicensing, especially selling, letting, leasing or lending. Passing on the license file, a text file showing name and address of the licensee as well as an electronic signature which allows the technical exploitation of the SOFTWARE is also considered to be a form of distribution.

3.9 The licensee is not entitled to make the SOFTWARE publicly accessible in such a way that it is accessible to the public at any place and at any time.

3.10 The licensee undertakes not to decompile the SOFTWARE.

## 4 Demo

4.1 If the SOFTWARE is handed over only for test purposes, the licensor grants the licensee the non-exclusive, non-transferable right, limited to the agreed test period, to have a non-registered copy of the SOFTWARE (demo) used on a random number of single-user computers or on a central server or via terminal server clients by a random number of users simultaneously for test purposes only, that means not productively, which again means to have the SOFTWARE saved, loaded, displayed and run permanently or temporarily.

4.2 The demo of the SOFTWARE includes a function that terminates the use of the SOFTWARE after the expiration of the test period. After the payment of the agreed-upon license fee and the agreement to said license terms within the agreed-upon scope, this function is deactivated and the licensee gets the agreed-upon rights of use according to these license terms. Bypassing this technical protective function results in an immediate loss of all conceded rights of use. In this case a termination according to clause 5 is no longer applicable.

## 5 Liability

5.1 When the SOFTWARE is handed over cost-free or for test purposes, the licensor is only liable in case that malice or gross negligence are blamed on him.

5.2 The licensee's rights on indemnification due to a certain lack are excluded, if, for example, he has known the lack at the conclusion of the contract, especially when there had been a test phase before that date. If the licensee has not known of a lack due to gross negligence, he can only claim rights with respect to that lack if the licensor had fraudulently concealed the lack or had taken over a guarantee for the quality of that object.

5.3 In case of data loss the licensor is only liable for the effort that would have been necessary for the recovery of the data, provided that the data backup was properly executed by the licensee.

5.4 For the rest, kind and scope of liability are fixed in the respective sales contracts.

## 6 Cancellation of the Rights of Use

6.1 If the licensee culpably and seriously violates the agreed-upon rights of use or intellectual property rights of the entitled person, the licensor can cancel the rights to use the respective SOFTWARE. In this case the fee will not be refunded.

6.2 In case of cancellation the licensee is obliged to destroy the original of the SOFTWARE affected by the cancellation including any documentation and all copies or to return them to the licensor. If demanded by the licensor, the licensee will deliver a statement certifying the destruction.

6.3 The other legal provisions remain untouched.

## 7 Reference

7.1 The licensee grants the licensor the right to make the licensee's company name and/or logo publicly available on the licensor's website for referencing purposes (reference list).

7.2 The licensee does not have a right to request the inclusion into the licensor's reference list.

7.3 The licensee always can request in written form to be removed from the licensor's reference list. The licensee's entry will be removed in an adequate period of time after receiving the removal request.

## 8 Inquiry and processing of personal information

Personal data of the licensee will be collected by the licensor (brown- iposs GmbH, Friedrich-Breuer-Straße 120, 53225 Bonn (Germany), Managing Director Dr. Bernd Schröder und Karsten Schmeling) for the purpose of implementation of contract, payoff and verification of license (article 6 paragraph 1 b) DSGVO) as well as for the brown-iposs newsletter.

The following data will be recorded for the Community License and the newsletter:

- E-mail address

The following data will be collected for the Professional License:

- First and last name
- Address (street, postal code and place)
- If necessary name of the company
- E-mail address

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The licensee is furthermore entitled to file a complaint at the controlling institution. This is:

Commissioner for privacy and freedom of information North Rhine-Westphalia  
Mrs. Helga Block  
Kavalleriestraße 2-4  
40213 Düsseldorf  
Fon: +49 211 / 38424-0  
Fax: +49 211 / 38424-10  
E-mail: poststelle@ldi.nrw.de

## 9 Language

In case of a translation of these provisions only the German version will be valid.

## 10 Applicable Law and Place of Jurisdiction

10.1 The law of the Federal Republic of Germany is applicable for all legal relationships of the parties excluding the laws on the international sale of goods.

10.2 If the licensee is a merchant, a juristic person under public law or a person having special property under public law, the exclusive place of jurisdiction for all disputes from this contract will be the licensor's place of business. The same is applicable for the case when the licensee does not have a domestic place of general jurisdiction in Germany or the licensor's residence or habitual abode are not known at the time of filing an action. The licensor's capacity to apply to the court of a different place of jurisdiction remains untouched.

## 11 Integration

11.1 The following third parties have rights on the following parts of the SOFTWARE:

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