

END USER SOFTWARE LICENSE AGREEMENT (“EULA”)

DISCLAIMER - The English version of the End User Software License Agreement (“EULA”) of Adva Network Security GmbH is provided for convenience and clarification only. Only the German version is legally binding.

IMPORTANT - READ CAREFULLY: This is a binding agreement between you and Adva Network Security GmbH, Justus-von-Liebig Straße 7, 12489 Berlin (“Adva”), which governs your use of the software made available to you by Adva or its resellers (“Software”).

By accepting this EULA (e.g., by clicking a corresponding button), you agree to the terms of this EULA for the Adva Software, including, but not limited to, upgrades, updates, bug fixes, or other changes to the Software. If you enter into this EULA on behalf of a legal entity, you represent that you are authorized to bind that legal entity.

Additional license terms or other conditions may also apply, for example, to the extent that third-party products are part of Adva’s services or are connected with them.

1. Limited Grant of License. Subject to timely payment of all applicable license fees to Adva or its resellers and compliance with the provisions of this EULA, Adva grants you a non-exclusive, non-transferable, personal, revocable, limited license to install, or have installed, object-code versions of the Software solely in accordance with your entitlement for internal purposes and only on as many devices and/or in such configurations as expressly approved by Adva or agreed in a contract with Adva. “Entitlement” means the respective details of the license, including license metric, scope, term, and configuration or quantity, as set out in the contract, the offer, the price list, the invoice, or the license certificate.

Your right to use the Software generally begins on the day the Software is made available to you by Adva or its reseller and you agree to the terms of this EULA. It remains in effect until the end of the agreed term unless terminated otherwise.

2. License Restrictions. Adva and any licensors retain ownership, copyright, and other intellectual property rights in the Software and its documentation. The respective rights remain with Adva and/or its licensors. This EULA does not transfer to you, in any way, any intellectual property rights or ownership in the Software or the documentation, including open-source software or other third-party software bundled with or otherwise distributed with the Software.

Unless expressly permitted under this EULA, you may not (except to the extent such restrictions are prohibited by applicable mandatory local law) do any of the following:

(a) provide the Software and/or the documentation to any third party or otherwise make it accessible;

- (b) transfer, sublicense, or assign your rights under your license to another natural or legal person;
- (c) copy, reproduce, modify, translate, or create derivative works of the Software;
- (d) reverse engineer, decompile, decrypt, extract, disassemble, or otherwise derive the source code of the Software; or
- (e) alter or remove any trademarks or proprietary notices.

3. Liability. The following liability provisions apply to all claims for damages, reimbursement of expenses, and cases of liability, regardless of the legal basis (e.g., warranty, delay, impossibility, any breach of duty, existence of an impediment to performance, tort):

For claims for damages arising from injury to life, body, or health; rights and claims in the event of fraudulent concealment of a defect or due to the absence of a warranted characteristic for which Adva has assumed a guarantee; claims and rights based on Adva's intentional or grossly negligent conduct; and claims under the Product Liability Act, Adva shall be liable without limitation solely in accordance with the statutory provisions.

Otherwise, Adva shall be liable for slight negligence only in the event of a breach of material obligations, i.e., obligations that enable the proper performance of the contract or the achievement of the contractual purpose and on compliance with which you may regularly rely. In the event of a slightly negligent breach of material obligations, Adva's liability is limited to compensation for the typical damage foreseeable at the time the contract was concluded. In all other respects, Adva's liability for slight or ordinary negligence is excluded.

In the event of slightly negligent breaches of duty, liability under the contract as a whole is generally limited to the license fee. If the license fee is less than EUR 25,000, liability is limited to EUR 25,000.

Claims for loss of profit are excluded unless otherwise agreed.

In the event of loss of data, Adva shall be liable only for the effort that would have been required to restore the data if proper and regular data backups had been performed.

If the Software is provided free of charge, Adva shall not be liable for slight or ordinary negligence. Adva's strict liability (liability irrespective of fault) under tenancy law and similar usage arrangements for defects already existing at the time the contract is concluded is excluded.

Adva is not responsible for third-party services or force majeure.

4. Audit. During the term of the license and for a period of three (3) years after its expiration or termination, you must take reasonable measures to keep complete and accurate records of your use of the Software sufficient to verify compliance with this

EULA. You must allow Adva, or a third party designated by Adva and bound by confidentiality, to conduct a reasonable audit of your compliance with this EULA during regular business hours. You agree to cooperate with Adva and to provide Adva with all records relating to compliance with this EULA. Adva will ensure that business operations are disrupted as little as possible by the audit activities. If the audit reveals your material non-compliant use (i.e., generally more than five (5) percent), you shall also bear Adva's audit costs; otherwise, Adva shall bear these costs.

5. Data Protection and Confidentiality. The parties shall comply with the statutory data protection provisions and shall ensure that their employees are bound accordingly. The responsible party or, as applicable, the transmitting party shall ensure that processing is lawful under data protection provisions and shall inform the other party if there is reason to believe that this is not the case.

The parties mutually undertake to keep confidential, for an unlimited period, all confidential information of the other party that becomes accessible to them in connection with this contract. The foregoing confidentiality obligation does not apply to the extent that the relevant information (i) is generally known or becomes generally known without fault of the recipient and without breach of this confidentiality obligation, (ii) constitutes or becomes state of the art, (iii) was already known to the recipient at the time of disclosure, (iv) was or is lawfully disclosed or made accessible to the recipient by a third party, or (v) must be disclosed pursuant to statutory provisions or enforceable administrative orders or court decisions. The other party should be informed in due time before the information is disclosed to third parties.

6. Term and Termination. This EULA remains in effect until termination or expiration of the license or subscription term specified in the entitlement. Without prejudice to any other rights, Adva is entitled to terminate this EULA without notice if you breach the provisions of this EULA more than insignificantly. In such a case, you are required to delete/destroy all copies of the Software and all its components.

7. Governing Law, Jurisdiction. The legal relationship between the parties shall be governed exclusively by the laws of the Federal Republic of Germany. The United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG) shall not apply. All disputes arising out of or in connection with this EULA shall be submitted exclusively to the state courts having jurisdiction over Adva's registered office. However, Adva may also sue the customer at the customer's general place of jurisdiction.

End of EULA (as of 24 August 2023).