

# Stiftung SIC Java Crypto-Software Development Kit

## Licence Agreement

Valid from August 1, 2023

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The LICENSEE further agrees that (with the exception of paragraph 2 above), s/he shall not make any disclosure of the SOFTWARE (including copies thereof or methods or concepts utilised therein) to any person or entity, other than employees of the LICENSEE, to whom such disclosure is necessary in order to use the SOFTWARE as provided herein. The LICENSEE shall appropriately notify each employee to

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To the maximum extent allowed by applicable law Stiftung SIC shall not be liable for any damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or other pecuniary loss) arising out of the use of or inability to use the IAIK-Toolkit, even if Stiftung SIC has been advised of the possibility of such damages.

#### **12. EXPORT RESTRICTIONS:**

In some countries, the IAIK-Toolkits may be subject to export and import restrictions. Their re-export may require the approval of the competent authorities. The LICENSEE shall be liable for the observance of any control regulation and explicitly agrees to hold Stiftung SIC fully harmless.

#### **13. AUDIT RIGHTS:**

The LICENSEE has to keep records regarding the number of copies of each IAIK-Toolkit made and/or in use, as well as of runtime licences distributed to her/his customers. A suitable person selected by Stiftung SIC may inspect these records in the name of Stiftung SIC to verify these figures. Such inspections will be made only upon reasonable notice, during normal business hours and no more often than once a year.

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Invalidity, on legal grounds, of any term of this Agreement does not render the Agreement as a whole invalid.

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Irrespective of expiration or termination of this Agreement, the provisions of Articles 2, 4, 5, 10, 13 shall survive the termination or the expiry of this Agreement.

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This Agreement is governed by Austrian law.

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The LICENSEE shall not assign this Agreement without the prior written consent of Stiftung SIC.