

Stiftung SIC Java Crypto-Software Development Kit

Licence Agreement

Valid from June 1, 2024

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Stiftung SIC may terminate this Agreement without prior notice, if the LICENSEE 1. neglects or fails to perform or observe, or correct a breach of its obligations to Stiftung SIC; 2. goes out of business, files a bankruptcy petition or has such a petition filed involuntarily against it or becomes insolvent; 3. develops, sells, licenses or distributes or attempts to develop, sell, license or distribute any software based on the IAIK-Toolkit which is outside the scope of the limited rights granted herein, to any third party. In the event of such a termination, the LICENSEE shall immediately return the original of the SOFTWARE to Stiftung SIC and destroy all copies. If the SOFTWARE has been delivered electronically, the LICENSEE shall delete all electronic versions from her/his systems and ensure that all backup copies are destroyed as well.

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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.