

Stiftung SIC License Agreement for “IAIK MOA”

Valid from August 25, 2017

The Stiftung SIC

Stiftung Secure Information and Communication Technologies

Inffeldgasse 16a, A-8010 Graz, Austria, hereafter referred to as "Stiftung SIC",

offers to grant licences for the SOFTWARE defined below according to the following conditions:

1. DEFINITIONS

For the purpose of this Licence Agreement, the following definitions are valid:

- a. The term "**SOFTWARE**" refers to the "IAIK MOA" bundle in any form (object code or other) including documentation. The SOFTWARE is the sole property of Stiftung SIC and protected by Austrian, International Copyright Law, e.g. the Revised Berne Convention, and the US Copyright Act.
- b. "**IAIK MOA**" is distributed in documentation, manuals, and user guides, tools - including any revisions, patches and updates downloaded by the customer.
- c. "**IAIK MOA Runtime Modules**" means the runtime object code modules provided with, or derived from the SOFTWARE.
- d. "**MOA modules**" mean the modules for online applications made available by the Austrian Federal Chancellery and they consist of MOA-Signature Creation (MOA-SS), MOA-Signature Verification (MOA-SP) and MOA-Identification (MOA-ID), Modular Open Citizen Card Architecture (MOCCA), PDF-AS and PDF-OVER.

2. GRANTING of LICENCES

The licensee is granted as specified below:

o IAIK MOA Runtime License

Stiftung SIC grants the Licensee a non-exclusive, non-transferable runtime licence to use the "IAIK MOA" modules in the context of unmodified MOA modules. Any attempt to use any parts or the whole IAIK Crypto Toolkits which come bundled together with the MOA modules for any purpose other than accessing these MOA modules by applications, including, but not limited to, the development of applications, the creation of a toolkit, or inclusion in a different toolkit, is not permitted without additional licenses. These licences are not transferable to contractors or any other persons, organisations or companies outside the licensee's organisation without making such persons, organisations or companies explicitly aware of the restrictions of these licenses and such persons, organisations or companies explicitly agree to observe these restrictions.

3. LIMITATIONS for all LICENCES:

LICENSEES must not attempt to reverse engineer, decompile, disassemble, reverse, translate or in any other manner decode the computer programmes in the IAIK libraries in order to derive the source code there from.

4. WARRANTY:

Stiftung SIC guarantees that the SOFTWARE is free of any computer virus or other malicious hidden routines that would intentionally cause damage to or corrupt data, storage media or equipment. For proving the integrity of the SOFTWARE, Stiftung SIC may calculate a SHA-1 hash value over the distribution file and publish it on its web site. It is the duty of the licensee to verify this hash value. If the hash value cannot be verified, Stiftung SIC declines any warranties on that software, and the licensee should immediately (or within 30 days of delivery at the latest), contact Stiftung SIC for verification and reshipment.

The SOFTWARE is provided "as is" and except for the declaration and warranty stated in this section, Stiftung SIC makes no representations, conditions or warranties, either express or implied, relative to the SOFTWARE or services provided hereunder, including all implied conditions or

warranties of merchantability and fitness for a particular purpose and all conditions with respect to intellectual property infringement. Stiftung SIC may, but shall not be obliged to, fix errors in any SOFTWARE.

5. PROPRIETARY INFORMATION and CONFIDENTIALITY:

The LICENSEE acknowledges that the SOFTWARE remains the property of, and is confidential to, Stiftung SIC and incorporates trade secrets of Stiftung SIC, and that Stiftung SIC shall have the exclusive right to any copyrights or patents in respect of the SOFTWARE. The LICENSEE agrees to maintain the confidentiality of the SOFTWARE.

The LICENSEE further agrees that (with the exception of paragraph 2 above), 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 whom any such disclosure is made. Such disclosure must be made in confidence and shall be kept in confidence by the employee in question.

The LICENSEE agrees to use diligent and determined efforts to secure and protect the SOFTWARE and copies thereof in a manner consistent with their proprietary character and the maintenance of Licensor's rights therein, and without limitation thereof, to take appropriate action, by instruction or agreement with its employees who are permitted access to the SOFTWARE or copies thereof, or otherwise, to satisfy its obligations as hereby stated.

6. TERMINATION:

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 SOFTWARE 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 destroy all copies and ensure that all backup copies are destroyed as well.

Stiftung SIC may at any time stop granting free licenses of the SOFTWARE in combination with the MOA modules without prior notice. In this case, all licenses granted until that time remain valid, i.e. allow the licensee to continue using the SOFTWARE in combination with the unmodified MOA modules.

7. LIABILITY:

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 SOFTWARE, even if Stiftung SIC has been advised of the possibility of such damages.

8. WAIVER:

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

9. GOVERNING LAW, ARBITRATION:

This Agreement is governed by Austrian law.