

Agreement

between
Utimaco IS GmbH
Germanusstraße 4
52080 Aachen
(hereinafter referred to as „Utimaco“)
and

Customer

Utimaco Services

DMZ access for a **CryptoServer SecurityServer Se12** with the most **current firmware (4.20)**. This include only the access using port 288. No SSH or SNMP access is provided. The support is restricted to availability of the hardware via TCP port 288.

Terms and Conditions

Utimaco enables **customer** to access and use the Services provided by Utimaco and further described in Utimaco services. Utimaco services shall mean Utimaco providing connection to the **SecurityServer** so that the **customer** may access the **SecurityServer** via the internet, along with certain support services, as specified in this agreement.

Utimaco shall make the Utimaco services available to the **customer** for the term of 90 days and shall begin after signature by both parties.

In addition to the terms and conditions of the Utimaco EULA, that shall apply, the permission for the customer to use Utimaco services is subject to the following conditions:

- a) The **customer** must not permit any unauthorized person (including third parties) to access or use the Utimaco services and shall use reasonable endeavors, including reasonable security measures relating to account access details, to ensure that no unauthorized person may gain access to the Utimaco services using an account;
- b) The **customer** must not use the Utimaco services in any way that causes, or may cause, damage to the Utimaco services or impairment of the availability or accessibility of the Utimaco services;
- c) The **customer** must not use the Utimaco services in any way is unlawful, illegal, fraudulent or harmful; or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.

Upon expiry of the agreement, customer data will be preserved for 5 business days ("the retention period"). After the retention period, Utimaco makes no representations or warranties as to the preservation or integrity of **customer** data. Customer hereby agrees that Utimaco shall have no obligation to retain **customer** data after the retention period.

Subject to the limited licenses granted herein, **customer** shall acquire no further right, title or interest from Utimaco under this agreement. Ownership is exclusively retained by Utimaco.

Utimaco provides no representations and warranties to the **customer** in regarding to availability of Utimaco services. The Utimaco Services provided by Utimaco are for test purposes only. In no event, will Utimaco be liable for any monetary damages or other costs you incur in connection with Utimaco services.

The loan period ends automatically 30 days after the delivery date without any further cancellation in writing.

During the loan period **customer** is entitled to make use of telephone support from Utimaco if **customer** has questions or requires information about the loaned item(s) or their use.

Please note, services will be provided only to countries not excluded by the general authorization no. 16 (Allgemeingenehmigung 16 provided by BAFA) and/or EU001.

EULA attached as Annex A to this agreement shall become effective with signature of this contract by the **customer**.

Support Helpdesk: Mail: support-cs@utimaco.de
Tel EMEA/ASIA: +49 241 1696 153
Tel AMERICAS: +1-844-UTIMACO

Signature CUSTOMER

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Geschäftsführung:
Malte Pollmann
Dr. Frank J. Nellissen