

Softwarelicense - 5G-Core – GeniusCore

Trial-license



CampusGenius GmbH
Königsbrücker Straße 124
01099 Dresden, Germany
Phone: +49 351 81153-80
Mail: info@campusgenius.com

Umsatzsteuer-ID-Nr. (Ausland) DE 336 421 951
Handelsregister: Dresden, HRB 40457
Geschäftsführer: Thomas Höschele, Sebastian Itting



Trial-License GeniusCore

Contractual terms and restrictions of use between CampusGenius GmbH
- hereinafter referred to as the Licensor (LO) - and

The tester
- hereinafter referred to as the Licensee (LE)

Preamble

The LO distributes a program for PCs or servers that has been developed by the LO. The parties agree that this program enjoys full copyright protection. LE receives the aforementioned software from LO for use in mobile networks. The LO therefore grants the LE the use of the software products on the basis of this agreement for a limited period of time of three (3) months in accordance with this contract and provides the LE with the latest available version of the software for this purpose.

§ 1 Definitions

- (1) 'Software' is the 5G Core 'GeniusCore' installed in the user's network in the object code including the associated documentation
- (2) 'Confidential Information' is all information and documents of the product and related to this Trial-license, including, but not restricted to, object codes, documentation and other documents, operational processes, business relationships and know-how.

§ 2 Subject matter of the contract

(1) The subject matter of this contract is the transfer of the computer program 'GeniusCore' as an executable binary, container or virtual machine including the associated user documentation (contract software) and the granting of the rights of use. The exact conditions can be found in §11. The license will be handed over in digital form as a license key. The hardware and software environment within which the contractual software is to be used can also be specified. Firmware of associated hardware components is expressly not software within the meaning of this license agreement.

(2) The LO shall provide the LE with a copy of the contractual software as a download and a PDF version of the associated user documentation.

(3) The quality and functionality of the contractual software is conclusively determined by the attached product description. The information contained therein is to be understood as a description of capabilities and not as a guarantee.
A guarantee is only granted if it has been expressly designated as such.

§ 3 Granting of rights

(1) The LE shall receive a non-exclusive, time-limited right to use the contractual software with a defined number of physical Cell IDs (PCI) in its 5G network. The contractual software can only be used simultaneously by the number of physical Cell IDs defined in §11 and acquired by the LE. The Cell IDs correspond to the number of gNBs (next Generation Node B). If additional gNBs are connected, additional licenses must be purchased. The license will be bound to a physical machine.



(2) The authorized use includes the installation of the contractual software, loading into the working memory and the intended use by the customer. In all other respects, the type and scope of use is also specified in the license certificate.

(3) The LE may not lease or otherwise sub-license the contractual software, reproduce it (wireless or wired) or make it accessible to the public, decompile it or make it available to third parties, whether for a fee or free of charge.

(4) The LE may not permanently transfer the trial-license of the software to a third party.

(5) If the LE uses the contractual software to an extent that qualitatively or quantitatively exceeds the rights of use acquired by him, he undertakes to immediately acquire the rights of use necessary for the authorized use from the LO. Otherwise, the LO shall immediately assert the rights to which he is entitled.

(6) Features that serve to identify the program (e.g. copyright notices, serial numbers etc.) may not be removed from the contractual software. Furthermore, they may not be changed.

§ 4 License payment and license renewal

(1) The license is valid for three months for up to two connected physical Cell ID and will be provided for trial free-of-charge. The license will expire automatically.

§ 5 Warranty

(1) The LO warrants that the LE can use the contractual software without infringing the rights of third parties. The LE is aware of and acknowledges that the Software contains third party components which are listed in documentation and acknowledges that the LO shall take neither liability nor warranty for such third party components and LE undertakes to comply with any license conditions applying to such components.

The proper warranty is not applicable to defects that are based on the fact that the contractual software supplied by the LO is used in a hardware and/or software environment that deviates from the service description in the offer and for which the contractual software is therefore not expressly released.

(2) If the LE is an enterprise, he is obliged to check the contractual software for obvious defects immediately upon receipt and to notify the LO of any defects without delay. Otherwise, any warranty for the aforementioned defects is expressly excluded.

(3) This license agreement is connected to a Trial-license. The LO guarantees neither functionality, quality, or scope of the contractual software. The LE uses the Software on his own risk. Any warranty claims for the Trial License are excluded. The special provisions of § 6 of this contract shall apply to claims for damages and claims for reimbursement of futile expenses.

(4) The LO shall will provide “Best-Effort Support” service level in accordance with §11.

§ 6 Liability

(1) The LO shall be liable without limitation in cases of intent or gross negligence, for injury to life, limb or health, in accordance with the provisions of the German Product Liability Act (ProdHaftG) and to the extent of a guarantee assumed by the LE.



(2) In the event of a breach of a cardinal obligation (obligation that is essential for achieving the purpose of the contract), the liability of the LO shall be limited to the damage that is foreseeable and typical for the type of transaction in question.

(3) The LO shall have no further liability.

(4) The aforementioned limitation of liability also applies to the personal liability of employees, representatives and organs of the LE.

§ 7 Security measures

(1) The LE undertakes to secure the contractual software and the access data for his online access against access by unauthorized third parties. He shall take suitable measures for this purpose. In particular, he undertakes to keep all copies of the contractual software and the aforementioned access data in a place protected from access by unauthorized third parties.

§ 8 Confidentiality

(1) The parties undertake to keep confidential information of the other party strictly and unconditionally secret and to protect it by taking appropriate technical and organizational precautions. This obligation shall continue for a period of five (5) years after termination of this and future contractual relationships between both parties.

(2) Confidential information is all information and documents of the other contracting party. This applies in particular to information on the operational processes, business relationships, expertise, etc. of the other contracting party.

Excluded from this obligation is such information that was demonstrably already known to the recipient at the time of conclusion of this contract or becomes known to the recipient from a third party after conclusion of the contract without this violating a confidentiality agreement, statutory provisions or, if applicable, official orders. Furthermore, confidential information that must be disclosed due to legal obligations or by order of a court or authority is excluded. If it is permissible and possible, the recipient obliged to disclose will inform the other contracting party before disclosure and give it the opportunity to counteract this disclosure. The parties undertake to grant access to the respective confidential information only to those consultants who are either subject to professional secrecy or on whom the confidentiality obligation of this agreement has previously been imposed. The contracting parties shall only disclose confidential information to those of their employees who require it for the fulfilment of their contractual obligations and only to the extent that the aforementioned employees need to know for the execution of this contract. They shall oblige their employees to maintain confidentiality for periods after leaving their company, insofar as this is permissible under labor law.

(3) The parties agree to maintain confidentiality regarding all confidential information for 36 months after the contractual relationship ends

§9 Term and cancellation

(1) The LO shall provide the contractual software to the LE for a period defined in §11 starting from the date of first use.

§ 10 Supplementary provisions

(1) The LE may only assign claims against the LO to third parties with the written consent of the LO. § Section 3 (4) of this contract remains unaffected by this.



(2) The LE may only offset undisputed or legally established claims.

(3) Amendments and supplements to this contract must be made in writing. This also applies to the amendment or cancellation of the written form clause. Electronic documents in text form do not fulfil this formal requirement.

(4) The LE's GTC shall not apply.

(5) If the software is subject to (re-)export restrictions, the LE must observe these provisions in the event of resale/other export.

(6) This contract shall be governed by German law to the exclusion of the UN Convention on Contracts.

(7) The place of fulfilment is Dresden. The exclusive place of jurisdiction shall be Dresden if both contracting parties are merchants or legal entities under public law or have no general place of jurisdiction in Germany.

(8) Should individual provisions of this contract be invalid, this shall not affect the validity of the remaining provisions. In this case, the contracting parties shall endeavor to replace the invalid provision with a valid provision that corresponds to the economic interests of both parties and comes as close as possible to the economic meaning of the invalid clause.

(9) All annexes to this contract, which are also mentioned in it, are a binding part of the contract.

§11 License Conditions

Number of physical Cell-ID	2
Start date of license period	the period starts with downloading the install package
License period	3 months
SLA Level:	Best-Effort
Machine ID	not specified