

Schedule 1: IBM License terms

1. License introduction

A key part of the applications delivered in the RFID Contract and Supplement is the authentication SW component that handles the authentication of RFID tags defined as the IBM Crypto SW. The IBM Crypto SW is used in 3 different applications:

1. IBM Crypto SW for BlackBox (BlackBox API) and
2. IBM Crypto SW for fixed gates application (Fixed Simple Application) and
3. IBM Crypto SW for simple handheld applications (Simple Handheld Application)

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2. License terms

2.1 IBM Crypto SW

2.1.1 Purpose and Target user group

The IBM Crypto SW license describes how CC can use the IBM Crypto SW in the above applications for 1) creating new applications and 2) how CC can transfer the right of creating new applications to software development suppliers, including Handheld Supplier's and 3) how such new applications can be transferred to Handheld Suppliers, GS-Partners and/or End-Users and 4) how the IBM Crypto SW can be used in above applications as a runtime license.

2.1.2 License text

License Terms for IBM Crypto SW

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The IBM Crypto SW is embedded into the above applications. IBM Crypto SW consists of machine-readable instructions, its components, data, audiovisual content (such as images, text, recordings or pictures), and related licensed materials.

1. License details

Use of the IBM Crypto SW..

IBM grants Container Centralen a worldwide, transferable, perpetual, fully paid and non-exclusive license to use the IBM Crypto SW as imbedded in the above applications and as described in the



Container Centralen RFID Simple Handheld

Contract and the Supplement. The use granted by IBM includes a right for CC to on top of the Black Box API to 1) create new applications and 2) transfer the right of creating new applications to software development suppliers, including Handheld Supplier's and 3) transfer the right to use the new applications to Handheld Suppliers, GS-Partners and/or End-Users and 4) grant Handheld Suppliers, GS-Partners and/or End-Users a right to use the above applications as a runtime license.

Actions You May Not Take

You agree not to reverse assemble, reverse compile, or otherwise translate the IBM Crypto SW , unless expressly permitted by applicable law without the possibility of contractual waiver.

2. IBM Crypto SW

You agree to:

1. ensure that anyone who uses the IBM Crypto SW in the context as described above (accessed either locally or remotely) does so only for your authorized use and in compliance with these terms regarding the IBM Crypto SW ; and
2. ensure that your software contains statements as set out in the license terms below about copyright and ownership and emphasize that the software due to crypto content is under export regulations.and
3. maintain a record of the entities granted a right of use as set out above.

3. Proof of Entitlement

The Proof of Entitlement for this IBM Crypto SW is defined in a transaction document under which you acquired the IBM Crypto SW specifying your authorization to use this IBM Crypto SW.

4. Warranty

Unless otherwise agreed in the Contract or the Supplement the warranties set out under this clause 4 shall apply.

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