



EULA

End user licence agreement for OpenLimit software products

Effective: 2008/03/01

This End-User Licence Agreement ("EULA") is a legally binding agreement between you as an individual or a legal entity ("End User") and OpenLimit SignCubes AG, Baar, Switzerland ("OpenLimit"). This EULA grants the End User the right to use the OpenLimit software product accompanying this EULA, comprising any associated media and internet-based services provided by OpenLimit ("Software").

By installing, copying or using the Software, the End User declares his consent to the terms and conditions of this EULA. If the End User does not agree to these terms and conditions, the End User shall not install, copy or use the Software, and he may return it (in the case of packaged products unopened) to the place of purchase. The purchase price will be refunded at this place of purchase in accordance with its general terms and conditions.

1. Grant of licence

1.1 OpenLimit grants a non-exclusive licence, excluding the right to sub-licensing, with the right

- (i.) to install and/or to use the Software on a single computer or any other single device ("Device") that enables the use of the Software, or
- (ii.) to install and to store the Software on a storage device (for example a network server), which is only used for installing the Software on other devices over an internal network, provided that the End User is in possession of a licence for each additional device on which the Software is installed and being run, or
- (iii.) to install and to store the Software on a storage device (for example a network server), for example to allow other devices in a terminal services environment to access and use the Software, provided that the End User is in possession of a licence for each additional device that accesses and uses the Software. This also applies in such cases where component parts of the Software are installed jointly on a storage device (for example a network server) as well as on a separate device in order that the Software can be used.

According to the terms and conditions of this EULA, the End User may only install the Software once on one single Device. If the End User has received a licence key upon purchase of a licence for the Software, he must keep this key in a strictly confidential manner and is not authorised to pass it on to a third party. The licence key activates the product so that it can be used.



- 1.2 The End User is authorised to access the licensed Software using any available device exclusively for the sole purpose of providing technical support and maintenance services.
- 1.3 The End User has the right to create a backup copy of the Software subject to the provision that this backup copy is not installed and used on any computer. It is not permitted to transfer the rights for the purpose of creating a backup copy unless all rights to the Software are transferred in compliance with Article 1.7. An exception to this provision is where the Software is used as the cost-free OpenLimit® Reader.
- 1.4 Any licences granted to the End User in addition to the Software licence for substitute operation in the event of the failure of components without an automatic activation (Cold-Standby Licence) or with an automatic activation (Hot-Standby Licence) are subject to the full extent of the terms and conditions of this EULA.
- 1.5 OpenLimit grants the End User the licence to use the documentation accompanying the Software solely for internal and non-commercial reference purposes.
- 1.6 The End User has the right to transfer his copy of the Software to another Device. Following such a transfer, the End User is obliged to remove the Software in its entirety from the original Device. An exception to this provision is where the Software is used as the cost-free OpenLimit® Reader.
- 1.7 Subject to Article 7.2, the End User has the right to transfer the Software (inclusive of upgrades, updates and the documentation), together with the EULA, one time only and permanently to another End User providing that the new End User who is in receipt of the Software consents to all the terms and conditions of this EULA. The previous End User is obliged to remove the Software inclusive of upgrades, updates and copies from his Device and not to retain any copies of the Software. Excluded from this right of transfer are academic, as well as advance or sample versions of the Software, as well as usage of the Software as the cost-free OpenLimit® Reader.
- 1.8 The End User is obliged for the duration of the usage of the Software to keep records, on the basis of which it can be ascertained at any time that the number of Software installations does not exceed the number of granted licences. These records are to be made available by the End User on demand by OpenLimit. Should the total number of Software installations exceed the number of granted licences, this shall be deemed to be a breach of contract.



2. Licence restrictions

- 2.1 Excepting the cases described in Article 1, the End User does not have the right to make copies of the Software or to rent, lease or lend the Software, to use it for the provision of commercial hosting services, or to transfer the Software from one computer to another by electronic means or over a network.
- 2.2 The End User does not have the right to reverse engineer, decompile or disassemble the Software, to generally perform any reverse engineering, or to attempt by any other means to determine the source code of the Software, unless and only insofar as this restriction is not forbidden by applicable legislation.
- 2.3 The Software is licensed as an integrative product. The End User does not have the right to separate its components for use on more than one Device even if he does not use all components of the Software. Excepted are such cases where component parts of the Software have to be installed for operational purposes jointly on a storage device (for example a network server) as well as on a separate Device in order to be able to use the Software.
- 2.4 The End User must be in possession of a valid licence for the preceding version in order to use a version of the Software designated as an update or upgrade. Following installation of the update or upgrade, the End User is no longer authorised to use the original Software that forms the prerequisite entitling the End User to the update or upgrade, unless as part of the Software in the form supplemented by the update or upgrade.
- 2.5 Test licences solely allow use of the Software during testing and evaluation of the Software during the test period. The End User does not have the right to any other form of usage.

3. Intellectual property rights and copyrights

- 3.1 All rights not expressly granted to the End User in this EULA remain the rights of OpenLimit. OpenLimit software is protected by copyright laws and other laws, as well as well as by agreements governing intellectual property. OpenLimit or its sales partners hold ownership, the copyright and other intellectual property rights relating to the Software. This EULA does not grant the End User any rights whatsoever to OpenLimit trademarks or service trademarks.

3.2 The Software is licensed and not sold.

4. Warranty and exclusion of liability

4.1 Providing the End User is in possession of a valid licence for the Software, from the time of receipt of the Software OpenLimit warrants for the duration of the legal time limit that the Software has the properties as agreed in the documentation insofar as it is used for its intended purpose and taking into account the recommended hardware configuration. Minor deviations from the agreed functions do not represent just cause for warranty claims. In the event of any material defects, OpenLimit shall, at its discretion, either remedy them or supply new Software.

4.2 All conditions, warranties and obligations on the part of OpenLimit other than those expressly named in this EULA are excluded where permitted by law. In particular, OpenLimit shall not warrant that the Software meets all the End User's requirements or that the functions contained in the Software shall run without interruption or errors in a combination selected by the End User.

4.3 Without prejudice to other provisions of this EULA, OpenLimit shall not be liable to the End User for minor negligence, indirect damage or consequential damage or losses arising in conjunction with the usage of the Software. The maximum accumulated obligation on the part of OpenLimit for losses or damages incurred in conjunction with the usage of the Software may not exceed the remuneration paid by the End User for the Software. The exceptions and limitations of liability and responsibility as set down in the aforementioned shall only apply to the respective legally permitted extent.

4.4 This warranty does not apply to Software that has been made available to the End User free of charge, such as updates, beta versions or test versions. Furthermore, OpenLimit shall not be liable for damage in any form incurred by the End User due to the non-installation of updates.

5. Data utilisation and licence monitoring

5.1 The End User agrees that OpenLimit is authorised to collate and utilise technical data gathered in association with the Software within the framework of any support services made available to the End User. OpenLimit is authorised to use this information only for improvement of its products and the provision of user-defined services or technologies to the End User.



- 5.2 OpenLimit may verify details of the licence held by the End User during the course of the installation, registration, usage or updating to prevent in this way the non-licensed or illegal usage of the Software and to improve the customer service provided by OpenLimit. The End User consents to this procedure as implemented by OpenLimit and is obliged to comply with all provisions in this regard.

6. Additional software and services

- 6.1 This EULA applies, subject to special terms and conditions, to updates and upgrades, supplements, add-on components or Internet-based service components for the Software such as OpenLimit may provide or make available to the End User after the End User has purchased an original copy of the Software.
- 6.2 OpenLimit reserves the right to change or discontinue without prior notice any Internet-based services that are provided to the End User or are made available through use of the Software.

7. Academic software

- 7.1 The usage of Software that is designated as "Academic Software" takes place within the framework of an academic licence. In order to use the academic software, the End User must be an authorised user at a recognised institute of education.
- 7.2 The provisions of this EULA apply by analogy to an academic licence with the exception of the right of transfer as set down in Article 1.7.

8. Export restrictions

The End User acknowledges that he may not export the Software to countries where this is forbidden by applicable international and national export legislation and pertinent regulations. Furthermore, the Software may not be exported to a country, or handed over to a citizen or resident of such a

country, upon which an embargo has been imposed on the basis of existing national or international export controls. All rights to the use the Software shall be forfeited if the provisions of this EULA are not adhered to.

9. Termination

- 9.1 Without prejudice to any other rights, OpenLimit has the right to terminate this EULA without any further obligations if the End User is in breach of its provisions.
- 9.2 In the event of a termination, the End User is under obligation to destroy all copies of the Software and all its components.

10. Additional provisions relating to OpenLimit® Integration Suites

- 10.1 The following provisions regulate, in addition to the other provisions of this EULA, usage of the Software in conjunction with its integration in other user programs.
- 10.2 The End User of an OpenLimit T® Integration Suite is authorised to integrate the Software in his applications and to pass it on to third parties in this form.
- 10.3 The licence for OpenLimit® Integration Suites serves only for development or integration purposes (Development Licence). If the application with the integrated Software is passed on to a third party, additional runtime licences (supplementary licences) must be purchased for each additional Device on which the Software is installed and run, or which accesses and uses the Software.
- 10.4 In conjunction with the use of OpenLimit® Integration Suites with batch signatures, the End User has the right either to generate for the period of one year an agreed number of signatures in a batch process for an installation, or to generate indefinitely an agreed number of signatures in a batch process. The attainment of a specific number of signatures in a batch is dependent upon the system environment deployed by the End User. If the system environment deployed by the End User makes further installations necessary, additional installation licences must be purchased. This regulation

applies in the event that the OpenLimit® Integration Suites are used exclusively for the batch verification of signatures.

11. Additional provisions relating to OpenLimit® Authorisation Suites

- 11.1 The following provisions regulate, in addition to the other provisions of this EULA, usage of the Software in conjunction with forms that are created by the End User and are used for the saving procedure for form recipients on hardware on which the Software (with the exception of the cost-free OpenLimit® Reader) itself does not have to be, but can be, installed.
- 11.2 The End User is authorised to enable a form recipient to generate signatures with the activation technology incorporated in the Software in a form intended for this purpose using the cost-free OpenLimit® Reader ("OpenLimit Signature Activation"). This facility is available solely for forms that have been created and already activated by the End User and which can be completed and/or saved by the form recipient on hardware on which the Software (with the exception of the cost-free OpenLimit® Reader) does not have to be installed.
- 11.3 The End User is authorised to issue forms with the OpenLimit Signature Activation that have been created and already activated by the End User, subject to the limitation that the OpenLimit Signature Activation may only be used together with the form, and that no rights to the OpenLimit Signature Activation are transferred to the form recipient. Minor alterations to forms that have already been created are covered by the licence granted herewith for the Software providing that the purpose of the form remains unchanged.
- 11.4 The licence conditions for the use of the OpenLimit® Authorisation Suite are orientated to individual regulating provisions either in the order form or based on a separate agreement.

12. Other provisions

- 12.1 This EULA, which represents an entire agreement between the parties with regard to the scope of the EULA, replaces all previous agreements, negotiations and proposals in this respect. Each party

acknowledges that it has not been persuaded to conclude this EULA in consequence of assurances, guarantees or obligations other than those expressly set down in the EULA.

- 12.2 Should one of the provisions of this EULA be invalid, unlawful or not enforceable, either in its entirety or in part, this circumstance shall not prejudice the validity of the remainder of the EULA or the rest of the affected provision of the EULA.
- 12.3 No representative or employee of OpenLimit is authorised to make amendments to this EULA unless such amendments have been recorded in writing and signed by an appropriately authorised representative of OpenLimit.
- 12.4 If the End User has purchased the Software in the European Union, Iceland or Norway, the laws of the country in which the End User purchased the Software shall apply. The laws of the Swiss Confederation shall apply in all other cases.