Terms of Use for Sign Live! Toolbox (End User License Agreement - EULA)

Please read this **Terms of Use** thoroughly. If you install and/or use the software in part or in whole, then you aToolboxept the terms of this agreement unreservedly.

If you do not aToolboxept the terms and conditions of this End User License Agreement, then you may not use this software!

The application and proper use of this software is set forth by the user documentation delivered with the product and this Terms of Use. Products from third parties, i.e. Cabaret Solutions GmbH, which may also be included in this software, may be subject to other terms and conditions. Further information hereto will normally be found in a separate license agreement or in a “readme file” of the appropriate product.

This EULA is a translation of the German Sign Live! Toolbox EULA. In case of doubt the German version is valid.

§ 1. Definitions

The term **“Software”** describes all components including (but not limited to) the entire content of all data files and data mediums, their aToolboxompanying materials or data in written form (“documentation data”), software libraries, third-party components (i.e. fonts, graphics, clip arts, icons, etc.), and all upgrades, modified versions, updates, supplements, as well as copies of the from intarsys licensed software. The term **“Use”** refers to aToolboxessing, installing, downloading, copying or other utilization of the functions of the software in aToolboxordance with the documentation. **“Permissible number”** means one (1), in so far as this is not otherwise set by a valid, issued by intarsys license (i.e. “Multiple License”, “Volume License”).

“intarsys” stands for intarsys consulting GmbH, a limited liability company located in Karlsruhe, referred to in the following as the **license issuer**.

§ 2. Application and Use of the Software for Private Use

-not applicable-

§ 3. Application and Use of Software License for Commercial Use

In so far as you aToolboxept the terms and conditions of this license agreement, the license issuer grants you a non-exclusive license to use the software for the purposes described in the documentation and under the following conditions:

(1) You may install and use the software on compatible computers up to the allowed number; or install an allowed number of copies of the program on the allowed number of data servers of a computer within your internal network, in order to download and install the software on computers up to the allowed number of computer on that same internal network.

(2) You may install the software on up to the allowed number of data servers of a computer within the same internal network, to the purpose of using the software by means of commands, data, or directives (e.g. scripts) from other computers within the same internal network, **including direct use or use through commands, data, or directives from or to another computer, which is not part of the internal network, for Internet- or Web-Host services** under the condition that the total number of users (not the number of simultaneous users) which are allowed to use the software does not exceed the allowed number. **The use of this software is not allowed in a network, in so far as users are not entitled to use this copy of the software by a valid license, or as a component of a system, flowchart, or service, which is aToolboxessible by more than the allowed number of users.**

(3) The main user of a computer, on which the software is installed, may create a second copy of the software for their exclusive use on a portable or home computer. The software may not be used simultaneously on either the portable or home computer and the main computer.

(4) You are entitled to make a back-up copy of the software, under the condition that the back-up copy will not be installed or used for other purposes than archiving purposes.

(5) Editing, modifying, or translating the software is not allowed. This includes, but is not limited to, adding and/or removing data files, components, plug-ins, etc. You are committed not to decompile, to disassemble, or to “Reverse Engineer” the software or to attempt in any other way to ascertain the source code of the software

(6) You may integrate or use Sign Live! Toolbox with other software or expansions with other computers, whose goal is a program-technical connection, in so far as you only use API’s documented and released for this purpose by the license issuer.

(7) You are not entitled to copy, reproduce, distribute, or share the software, its data files, data mediums, and documentation, with the exception of the back-up copy covered in (4).

(8) You are not entitled to distribute the software under your own license.

(9) You may integrate and use plug-ins or expansions officially distributed by license issuer or authorized partners. **The use or integration of software specific expansion, so-called Instruments, other products, Plug-ins or software from non- authorized third party providers in the software will result in non-liability. The use**

of interfaces and/or functions not officially documented by the license issuer will also result in non-liability.

(10) You may not rent, lend, sell, under license, cede, assign, or confer the rights of the software, or approve the copying of the software in part or in whole onto another users or other legal persons computer, with the exception of the case allowed here. You may confer all yours right of use of the software to another natural or legal person under the condition that (a) you confer (i) this agreement and the (ii) serial number(s) of the software and additional software or hardware which was delivered, packaged, or pre-installed with the software, including all copies, upgrades, updates, and earlier versions on this natural or legal person, (b) you withhold no upgrades, updates, and copies, including back-up copies and other copies that are saved on a computer and (c) the recipient aToolboxepts the terms and conditions of this agreement as well as additional terms and conditions, after they have acquired a working software license.

§ 3.a Updating the Software License

When the software presents an upgrade or update for a previous version, you must already be in possession of a valid license for the previous version in order to use the upgrade or update. All upgrades and updates will be made available to you on the basis of a license exchange. You aToolboxept willingly upon application of an upgrade or update to relinquish all rights of use for the previous version. In exceptional cases you may continue to use a previous version of the software in transition to the upgrade or update, under the condition that the upgrade or update and the previous version are installed on the same computer. Upgrades and updates may possibly be licensed by license issuer at additional costs and under additional or varying license terms and conditions.

§ 4. Intellectual Property, Copyrights

The software, including all authorized Instruments for the software, are intellectual property and belong to license issuer and if applicable their distributors. Structure, organization, and code of the software constitute valuable business secrets and protected information of the license issuer and their distributors. The software is legally protected, including the copyrights of Switzerland and other countries, as well as by international agreements. You are granted no further intellectual property rights than those which are specified in this agreement and all rights, which are not specifically granted through this agreement, are reserved by license issuer and their distributors.

§ 5. Limited Warranty

The license issuer warrants a natural or legal person, who has first obtained a license for the use of the software on computers in aToolboxordance with the terms and conditions of this agreement, for a period of ninety (90) days upon receiving the software, that the software is in substance capable of performing the functions described in the documentation, under the condition that the software is used in aToolboxordance with the recommended operating system and hardware configurations. Minor deviations from the descriptions in the documentation do not justify a warranty claim. All warranty claims must be asserted within ninety (90) days. When the software does not perform the functions described in the documentation in substance, then your only warranty claim is an exchange of the software or a refund of the license cost, at the discretion of the license issuer.

§ 5.a Warranty Exclusion

The software is made available to you "as is ", the license issuer forecloses any warranty concerning the software's application or capability. The license issuer and their distributors take on no warranties for the capabilities of the software or the work results obtained by using the software. The license issuer and their distributors grant no guarantees, assurances, provisions, or conditions (explicitly or implicitly derived from a business relationship or usage or from legal, consuetude or other provisions) with regards to merchantability, defectiveness of title, integration or usefulness for specific aims, unless, such guarantees, assurances, provisions, or conditions are prescribed by applicable laws of the respective legal order and may not be limited or foreclosed. The terms and conditions in § 4 and § 5 apply to the termination of this agreement, regardless of the reasons for termination. Neither an explicit nor implicit granting of user rights for the software follows for the time after the termination of this agreement.

§ 6. Limited Liability

The license issuer and their distributors assume no liability for damages, claims or costs of any type as well as for subsequent damages, indirect, aToolboxidental, legally controlled, special or any other damages as well as for demands or damage reparation claims from lost profits and/or losses, even when a representative of the license issuer is informed about the possibility of such losses, damages, claims, costs or, respectively, requests by third parties. The previously described limitations and foreclosures are valid only in so far as relevant provisions of national laws allow. The total liability of the license issuer and their distributors within the boundaries of this agreement, whether grounded by contractual or un-allowed actions (including negligence), is limited to the amount, which was paid for the software. Not limited in the bounds of this agreement is the liability in cases of death or injuries to persons, when this is the result of negligence or fraud on behalf of the license issuer. The license issuer acts on behalf of their distributors exclusively to the purpose of refusal, the exclusion and/or limitation of obligations, warranties, or liabilities in aToolboxordance with this agreement, but otherwise does not act on behalf of their

distributors. For further information, please refer to the country-specific exceptions at the end of this agreement, provided they are present.

§ 7. General Terms and Conditions

Should a part of this agreement be found to be invalid or not enforceable, the validity and enforceability of the rest of this agreement will not be affected. This agreement may not impair the legal rights of any party, which acts as a consumer. A change to this present agreement is only valid in written form, which has been signed by an authorized representative of the license issuer. Updates released by the license issuer or their distributors may include additional and/or changed terms and conditions. This is the complete agreement between you and the license issuer regarding the software. It replaces all previous declarations, talks, confirmations, impartations, or advertisements with regards to the software.

§ 8. Fulfillment of the License Agreement

Companies and organizations are here with bound, upon request by the license issuer or an authorized representative of the license issuer, to completely document and confirm within thirty (30) days that the application of each software instance at the time of the request is being conducted in aToolboxordance with the terms and agreements of a valid license.

§ 9. Specific Provisions and Exceptions

If you obtained the software in Germany or Austria and you usually reside in either of these countries, then paragraph § 5 does not apply. The license issuer warrants instead that, for the warranty period after receiving the software, the software performs the functions described in the documentation, provided that the software is used with the recommended hardware configuration. The warranty period as mentioned in this paragraph is one (1) year for commercial customers and two (2) years for private customers. Minor variances from the agreed functions are not grounds for warranty claims. To assert a warranty claim you must return the software and submit the receipt of purchase, at our cost, to the retailer from which you have purchased your product within the limited period of the guarantee. If the software functions significantly vary from those listed in the documentation then the license issuer is entitled to, by means of supplementation and at their own discretion, repair or exchange the software. Should this be ineffective then you are entitled to a reduction of the purchase cost (reduction) or a rescission of the purchase agreement (rescission).

§ 9.a

If you obtained the software in Germany or Austria and you usually reside in either of these countries, then paragraph § 6 does not apply. Subject to the provision in § 9 b. the liability the license issuer is instead limited to the following points: (i) the license issuer aToolboxepts liability only to the extent of the typically foreseeable damages at the time the purchase agreement was concluded with consideration of such damages that arise from a slightly negligent breach of contractual obligations; (ii) the license issuer is not liable for damages that arise from a slightly negligent breach of minor contractual obligations.

§ 9.b

The preceding limitations of liability do not apply to indispensable lawful liability, in particular the liability set forth by the German Product Liability Act, liability by virtue of an explicit guarantee or liability for culpably caused damage to persons.

§ 9.c

Subject to the provisions of this agreement, you are obligated to take all necessary and appropriate action to avoid or reduce damages, in particularly to the creation of back-up copies of both the software and your computer data.

§ 10. Additional Terms and Conditions for Previous Versions

The following terms and conditions apply when you are using, with this license, a non-saleable test version, e.g. alpha/beta-software, of the product. If a term or condition included in this paragraph contradicts one stated in a previous paragraph, then the term or condition stated in this paragraph is the applicable one, in so far as alpha/beta-software versions are concerned. You aToolboxept that the software is a test version and not a representation of the final product from the license issuer in which errors and function faults as well as other problems may oToolboxur, which could lead to system and/or hardware crashes or errors and/or lost data. The test software is made available “as is” and the license issuer is not bound to guarantees or liabilities.

In legal systems which offer limited liability instead of liability exclusion for test (alpha/beta) software versions, the liability of license issuer and its distributors is limited to a total of fifty Swiss Francs (50CHF).

§ 11. Documents with Electronic Signatures („Signed Documents“)

If this software or an add-on to this software allows you to author and/or validate documents with electronic signatures, then this section applies.

§ 11.a

A document signed with Sign Live! Toolbox is a file in PDF, text, or graphic format with an electronic signature (either imbedded or available externally), which uses (a) a certificate and (b) a “private” encryption key that corresponds to the “public” key in the certificate. Authoring of an electronic signature requires a signature generation device with aToolboxess to external signature components or a signature databank. Validation requires the certification service from the certification service provider that issued the certificate.

§ 11.b

Although the software functions for the generation and/or validation of electronically signed documents are made available, the signature and/or certification services required to use these functions will not be provided by the license issuer. The availability and the acquisition of signature and/or certification services as well as the responsibility therefore involve solely you and the signature and certification service provider.

§ 11.c

Warranty Disclaimer. AToolboxess to a signature or certification service through the use of the software Sign Live! Toolbox is made available “as provided” and excludes any warranty or liability obligations. intarsys offers in regards to the utilized signatures, signature generation devices and the certification services neither explicit nor implicit warranties, conditions, exemption obligations, assurances or aToolboxeptances, regardless if based on legal provisions, common law, trade usage or other principles. This applies particularly in regards to non-violation of the rights of third parties, proprietary rights, integration, aToolboxuracy, security, availability, satisfactory quality, industry standards or suitability for an intended use.

§ 11.d

Exemption from Liability. You agree not to hold the license issuer responsible for any and all liabilities, losses, warranties, damages, or claims (including all reasonable expenses, costs, and attorneys fees) arising out of or relating to any use of, or reliance on Sign Live! Toolbox including, without limitation (a) reliance on an expired or revoked certificate; (b) improper verification of a certificate; (c) use of a certificate other than as permitted by any applicable Issuer Statement, this agreement or applicable law; (d) failure to exercise reasonable judgment under the circumstances in relying on the certification service provider; or (e) failure to perform any of the obligations as required in an applicable Issuer Statement.

§ 11.e

Limited Liability. Under no condition is the license issuer liable to you or another natural or legal person for lost usage or earnings, lost or damaged data, or any other form of lost commercial assets, as well as for any other direct, indirect, random, special, legal, punitive, exemplary or consequential damages, which have oToolboxur in any way the use or reliance on Sign Live! Toolbox. This applies equally when the possibility of such damages were mentioned or when such damages could have been predicted or in the case of a fundamental or extensive breech of agreement or the breech of a fundamental or extensive condition of this agreement.